

Customer Name: _____

Customer Address: _____

Name of Customer Representative: _____

Title of Customer Representative: _____

Re: Drug Supply Chain Security Act

Dear Sir or Madam:

AmerisourceBergen Drug Corporation, a Delaware corporation (“ABDC”), is pleased to present to CUSTOMER, _____ (“CUSTOMER”), a member of the Minnesota Multistate Contracting Alliance for Pharmacy (“MMCAP”), utilizing the MMCAP contract MMS15003 for wholesaler distribution services with ABDC, this letter agreement (the “Agreement”) in conjunction with ABDC acting as a third party to CUSTOMER for the maintenance of Transactional Data pursuant to 21 U.S.C. § 360eee-1(d)(1)(B) et. Seq. (known as the Drug Supply Chain Security Act). Based upon the terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ABDC and CUSTOMER hereby agree to the following:

1. Maintenance of Transactional Data. ABDC agrees to confidentially maintain electronic transaction information, transaction history and transaction statements (the “Transactional Data”) as such Transactional Data is required to be maintained by CUSTOMER for Drug Supply Chain Security Act eligible product as a “dispenser” pursuant to 21 U.S.C. § 360eee-1(d). For any product CUSTOMER receives directly from a manufacturer, via any method, or from a wholesale distributor other than ABDC, ABDC will not maintain Transactional Data.
2. Period of Maintenance. Subject to Paragraph 4 of this Agreement, ABDC agrees to maintain the Transactional Data, on a secure electronic platform, for a period of not less than six (6) years from the date of each transaction, and this obligation will survive the termination of this Agreement.
3. Service Fee. During the initial Term (as described in Paragraph 5 below), there will be no service fee owed to ABDC for the maintenance of Transactional Data.
4. Retrieval Fee. In the event CUSTOMER or any other third party requests that ABDC retrieve any Transactional Data: (i) CUSTOMER must provide ABDC with at least 48 hours prior notice and (ii) commencing upon the first anniversary of the Term and continuing thereafter, ABDC reserves the right to charge CUSTOMER and/or the third party requestor a retrieval fee based on the size, scope and timing of the retrieval request, of up to \$1,000.
5. Term. The term of this Agreement shall be for period of one (1) year, commencing on _____, 201__, and ending on _____, 201_ (the “Term”). After the Term, this Agreement will automatically renew for successive one (1) year periods, but may be terminated at any time by either party upon ninety (90) days’ written notice to the other.

6. No Cross Defaults. The parties acknowledge and agree that any other agreement between the parties for products or services is separate and apart from this Agreement, specifically including MMS15003 Wholesaler Distribution Services Contract between MMCAP and ABDC (“Distribution Agreement”) and this Agreement does not supersede the Distribution Agreement. Any alleged or actual breach of the Distribution Agreement is an alleged or actual breach only of the Distribution Agreement and shall not be construed as a breach or default of any other agreement for any purposes. Following the termination or expiration of this or the Distribution Agreement, ABDC will have no obligation to retrieve Transactional Data, but will, at the request of CUSTOMER within one year of such termination, provide CUSTOMER with a copy of the Transactional Data.
7. CUSTOMER Responsibility for Maintenance of Transactional Data. Nothing in this Agreement shall relieve CUSTOMER of any its obligations pursuant to 21 U.S.C. § 360eee-1(d). In no event shall ABDC’s liability under this Agreement exceed \$1,000.00.
8. Assignment. Neither ABDC nor CUSTOMER may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.
9. Material Changes in Circumstances. The parties acknowledge and agree that the terms and conditions provided in this Agreement are based on the terms of 21 U.S.C. § 360eee-1(d) in effect on the effective date of this Agreement. The parties agree that, if there is a change in the terms of 21 U.S.C. § 360eee-1(d), the Parties will meet and confer in good faith to address the situation.
10. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written with respect to the subject matter hereof, with the understanding that this Agreement does not supersede the Distribution Agreement.

Please indicate your acceptance of these terms and conditions by signing, dating and returning the enclosed copy of this Agreement.

Very truly yours,
AmerisourceBergen Corporation

AGREED TO AND ACCEPTED BY:

Customer Signature	
By:	
Name:	
Date:	

Return a signed copy by email to: SecureSupplyChain@AmerisourceBergen.com