ATTACHMENT C - VENDOR MEMBERSHIP APPLICATION



SANOFI U.S. LLC Membership Application Facility Name Address DEA City, St, Zip HIN GLN NPI Primary GPO Wholesaler(s) Contact Name Parent Company Additional Locations (owned - The parent location must be a central organization assuming all financial & ethical liability for affiliated Effective Date: locations) - please provide on next page Class of Trade (please select all that apply) Cancer Center/Oncology Clinic LTC Pharmacy Provider (please supply bed list) Correctional Facility Mail Order Pharmacy Dialysis Center Nursing Home Durable Medical Equipment (DME) facility Outpatient Clinic Educational Institution Physician (please specify specialty) EmergiCenter Retail Chain Home Health % Mail Order (required) Retail Community Pharmacy % Non-Mail Order (required) Retail Mass Merchandiser Home Infusion % Mail Order (required) Retail Food Retailer % Non-Mail Order (required) Skilled Nursing Facility Specialty Pharmacy - % Mail Order (required) Hospice Hospital % Non-Mail Order (required) Hospital Warehouse Staff HMO Surgery Center Infusion Compounding Pharmacy-% Mail Order (required) Other (Please explain) % Non-Mail Order (required) Name / Title (print): Signature Return Completed form to: SANOFI U.S. Membership Dept Non-Retail facilities must complete the Own Use Certification below 55 Corp Drive, MS 55B205-A, Bridgewater, NJ 08807 OWN USE CERTIFICATION FAX - 908-243-9873 Email: Membership.Application@sanofi.com The undersigned hereby certifies as follows: I am an officer and/or authorized signatory of above named facility ("Member"). In such capacity, I have direct knowledge of, or have engaged in the necessary investigation to have, sufficient information to provide this Own Use Certification. Member intends to purchase, and will purchase, sanofi products pursuant to the contract between Member's group purchasing organization and sanofi U.S. LLC ("sanofi") (the "GPO Agreement") exclusively for Member's "Own Use" as that term is defined by the United States Supreme Court in <u>Abbott Laboratories v. Portland Retail Druggists Association</u>, 425 U.S. 1 (1978), and the Ninth Circuit Court of Appeals in <u>De Modena v. Kaiser Foundation Health Plan.</u> Inc., 743 F.2d 1388 (9th Cir., 1984). Member acknowledges that sanofi is relying upon Member's certification hereunder as part of sanofi eligibility criteria used to sell the sanofi products to Member pursuant to the GPO Agreement. Member agrees that for purposes of this Own Use Certification, Member's status as a for-profit or non-profit entity is immaterial. To the extent applicable, Member agrees to comply with 21 U.S.C. 353(c)(3). Except as allowed under law, Member certifies that it shall not resell or trade the sanofi products purchased pursuant to the GPO Agreement to any other entity. Member agrees that all purchases made pursuant to the GPO Agreement are for domestic (U.S.) use only. If Member fails to sign or comply with this Own Use Certification, Member shall not be eligible to purchase sanofi products pursuant to a GPO Agreement and Member agrees that sanofi shall have the right to invoice Member to recover the amount of the discounts obtained by Member during any period during which Member is ineligible. Member agrees that sanofi may request supporting sales documentation and/or conduct an on-site inspection of Member's facility during reasonable business hours to ensure that sanofi products are used in compliance with this Own Use Certification. Such inspection shall be conducted in compliance with all privacy laws and regulations, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations. IN WITNESS WHEREOF, I have executed this Own Use Certification on DATE Name / Title (print): Signature

Please note: Filling out this form does not guarantee GPO Pricing

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