



CPP Vaccine Group Purchase Program **Terms and Conditions**

For participation in the CPP / Sanofi Pasteur Inc. Group Purchase Agreement

By participating in the CPP / Sanofi Pasteur Inc. Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. will be responsible for inspection of all products upon its receipt, immediately notifying Sanofi Pasteur Inc. of any product that is damaged for unusable. Such products shall be returned to Sanofi Pasteur Inc. in accordance with Sanofi Pasteur Inc.'s Return Goods Policy. All products must be stored and handled as described in each product's approved labeling.
- b. are purchasing products for their own use and shall permit Sanofi Pasteur Inc. or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi Pasteur Inc., or its authorized representatives, access to Healthcare Provider Practices at mutually agreed upon times in order to provide information or service materials.
- c. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the Sanofi Pasteur Inc. Agreement.
- d. shall allow Sanofi Pasteur Inc. the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare Provider and Healthcare Provider Practice performance and compliance with the obligations under the Sanofi Pasteur Inc. Agreement.
- e. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each Sanofi Pasteur Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

For Participation in the CPP / Pfizer Group Purchase Agreement

By participating in the CPP / Pfizer Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the Pfizer Agreement.
- b. are purchasing products for their own use and shall allow Pfizer the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare Provider and Healthcare Provider Practice performance and compliance with the obligations under the Pfizer Agreement.
- c. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each Pfizer Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

For Participation in the CPP / Dynavax Group Purchase Agreement

By participating in the CPP / Dynavax Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the Dynavax Agreement.
- b. are purchasing products for their own use and shall allow Dynavax the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare Provider and Healthcare Provider Practice performance and compliance with the obligations under the Dynavax Agreement.
- c. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each Dynavax Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

For Participation in the CPP / AstraZeneca Group Purchase Agreement

By participating in the CPP / AstraZeneca Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the AstraZeneca Agreement.
- b. are purchasing products for their own use and shall allow AstraZeneca the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare

Provider and Healthcare Provider Practice performance and compliance with the obligations under the AstraZeneca Agreement.

- c. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each AstraZeneca Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

For Participation in the CPP / Moderna Group Purchase Agreement

By participating in the CPP / AstraZeneca Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the Moderna Agreement.
- b. are purchasing products for their own use and shall allow Moderna the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare Provider and Healthcare Provider Practice performance and compliance with the obligations under the Moderna Agreement.
- c. are using products for clinically appropriate patients and purchasing only the amount that is reasonably required to meet projected demand of clinically appropriate patients.
- d. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each Moderna Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

For Participation in the CPP / Seqirus Group Purchase Agreement

By participating in the CPP / Seqirus Group Purchase Agreement, Healthcare Providers and Healthcare Provider Practices agree that they:

- a. agree for themselves and their respective affiliates to maintain as confidential the terms and conditions of the Seqirus Agreement.
- b. are purchasing products for their own use and shall allow Seqirus the right, upon reasonable notice, to review and audit data, inventories, and other documentation as reasonably necessary to verify Healthcare Provider and Healthcare Provider Practice performance and compliance with the obligations under the Seqirus Agreement.
- c. acknowledge the obligation to furnish the secretary of Health and Human Services or a State Agency, upon their request, any information or documentation related to the net effective discount price for each Seqirus Vaccine for which a discount or rebate has been paid, to the extent required under applicable Federal or State Law.

****Terms and Conditions are referenced in the CPP Participation Agreement****