



UNT SYSTEM[™]

Office of Finance



CONTRACT SUMMARY

Contract Name: ANDA INC 235930

Contract Number: 2021-219

Entity: University of North Texas

Department: Division of Student Affairs

Dollar Value of Purchase: 50,000.00 USD

Total Cumulative Value: 150,000.00 USD

Summary of Purchase: Amendment # 1 to extend the contract date to 11/30/2024 and to participate in the rebate program for Rx Drugs for the UNT Pharmacy. The Estimated spend of the 3 year extension is \$50,000.00.

ENDORSEMENTS:

Office of General Counsel: 2021-08-25T13:40:56

UNT System Chief Procurement Officer: Step Skipped

Campus Chief Financial Officer: Step Skipped

UNT System Chief Financial Officer: Step Skipped

CONFIDENTIAL**AMENDMENT NO. 1 TO PHARMACEUTICALS PURCHASING AGREEMENT**

This Amendment No. 1 (“Amendment No. 1”) to that Pharmaceuticals Purchasing Agreement dated December 1, 2018 and its successive amendment(s) (the “Agreement”) is made and entered into as of August 1, 2021 (the “Effective Date”) by and between **University of North Texas** (“Customer”) having a principal address of 1155 Union Circle #305160, 1800 Chestnut Hall, Pharmacy RM #102, Denton, TX 76203 and **Anda, Inc.** having an address at 2915 Weston Road, Weston, Florida 33331 (hereinafter referred to as “Anda”).

Recitals

- A. Anda and Customer entered into the Agreement pursuant to which Customer purchases certain pharmaceutical products from Anda.
- B. Anda and Customer have agreed to supplement certain provisions of the Agreement as set forth below.

Agreement

In consideration of the Recitals and the mutual promises contained in this Amendment No. 1, the parties agree as follows:

1. **Defined Terms; Effect of Amendment.** Capitalized terms used in this Amendment No. 1 without definition shall have the meanings assigned in the Agreement. Except as otherwise provided in this Amendment No. 1, the Agreement will continue in full force according to its terms. If there is any conflict between the Agreement and any provision of this Amendment No. 1, this Amendment No. 1 will control.

2. Section 3(D) is hereby added to the Agreement:

D. Thirty (30) days after the end of a calendar month, Anda will pay a rebate on generic Rx products to Customer based upon the total Qualifying Generic Rx Product Purchases from Anda of Customer’s pharmacies for each monthly period in the form of a credit memo to the individual stores or as mutually agreed upon in writing (“Generic Rx Product Rebate”). For purposes of this Agreement, “Qualifying Generic Rx Product Purchases” for a period shall mean the total purchases of generic Rx products after deducting all returns, credits, rebates, promotions, discounts, net bill items, and manufacturer contracted items. For clarity, the Generic Rx Product Rebate paid for the prior monthly period shall not be deducted from the subsequent quarterly period calculation. For purposes of calculating the Generic Rx Product Rebate amount due to Customer, this Generic Rx Product Rebate shall not be paid on brand products, net bill items, or manufacturer contracted items. The amount of such Generic Rx Product Rebate shall be determined by combining the total Qualifying Generic Rx Product Purchases per store for such month by Customer’s pharmacies in accordance with the following levels:

Qualifying Generic Rx Product Purchases	Generic Rx Product Rebate Percentage
\$1 or greater	5%

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3. Section 3(E) is hereby added to the Agreement.

E. Any Customer pharmacy that places its order through Andanet™/AndaConnect™ will earn an additional 3% rebate on Qualifying Generic Rx Purchases

4. Section 1 Term/Termination of the Agreement is hereby amended and restated as follows:

1. Term / Termination.

The term of this Agreement will commence on the Effective Date and, unless terminated earlier pursuant to the provisions of this Agreement, will continue through November 30, 2024. This Agreement may be terminated by either party at any time with “cause” or “without cause”, upon thirty (30) days prior written notice to the other party.

All other terms and conditions of the Agreement remain unchanged.

5. Entire Agreement. This Amendment No. 1 is an integral part of the Agreement, and upon execution of this Amendment No. 1 by the parties hereto, this Amendment No. 1 shall be deemed to be effective and the Agreement shall be amended as set forth above. Except as amended and supplemented in this Amendment No. 1, all provisions of the Agreement remain fully valid and in full force and effect. This Amendment No. 1 shall be binding upon and inure to the benefit of the parties hereto.

[Signature Page Follows]

CONFIDENTIAL

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the Effective Date.

UNIVERSITY OF NORTH TEXAS

ANDA, INC.

By: 

Name

Title:

Date: 9/2/2021

By: 

Name

Title:

Date: 9/2/2021

ANDA, INC.

By: 

Name:

Title:

Date: 9/2/2021

PHARMACEUTICALS PURCHASING AGREEMENT

This Agreement is made and entered into as of December 1, 2018 (the "Effective Date") by and between University of North Texas ("Customer"), having a principal address of 1155 Union Circle #305160, 1800 Chestnut Hall, Pharmacy RM #102, Denton, TX. 76203 (the "Customer") and Anda, Inc. having a principal address of 2915 Weston Rd. Weston, FL 33331 ("Anda").

RECITALS

A. Anda is in the business of distributing brand and generic pharmaceutical products to pharmacies throughout the United States and desires to extend certain preferred terms to Customer.

B. Moreover, Customer, an University Student Health Center in the State of Texas, desires to utilize Anda as the secondary supplier of products listed in Anda's catalog (the "Products") for its pharmacy. Customer may receive a current version of Anda's catalog of Products upon request.

AGREEMENT

1. Term / Termination.

A. **Term:** The term of this Agreement shall commence on the Effective Date and shall continue for a period of thirty-six months, terminating on November 30, 2021 (the "Term").

B. **Termination With or Without Cause:** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. In the event of any such termination, Customer shall pay to Anda all amounts due and payable hereunder for Products delivered by Anda to Customer as specified in the applicable order(s) and accepted by Customer as of the termination date.

2. Services / Products.

A. Anda shall use reasonable efforts to maintain an in-stock supply of the Anda Products.

B. Anda reserves the right to withdraw any Product from this Agreement at any time during the Term with thirty (30) days written notice to Customer.

C. Where practicable (i.e., excluding stocking orders or orders containing hazardous materials and deliveries to remote areas), all purchase orders received by Anda prior to 8:30 p.m., EST, shall be sent by next-day air, Monday through Friday. Orders must be received by 4:30 p.m. EST on Saturday for Monday delivery. The minimum purchase required is \$100.00 for freight prepaid shipments within the contiguous United States and \$300.00 for freight prepaid shipments outside of the contiguous United States. Shipments below the required minimum amount will be subject to a freight charge of \$10.50 each per location. All shipments shall be

FOB Destination.

D. Anda will process returns in accordance with and subject to the provisions of Anda's Return Goods Policy ("Return Goods Policy"), as may be amended from time to time. All shorts, mispicks, or errors in ordering must be reported to Anda's Customer Service Department within seventy-two (72) hours of receipt of order. A copy of the current Return Goods Policy is attached hereto as **Exhibit A.**

E. Anda shall assign at least one employee to Customer who shall serve as key contact for any problems or concerns, which Customer may have, and to ensure fulfillment of all of the terms of this Agreement. Additionally, each pharmacy will have an assigned telemarketing representative they can access for information as well as access to the customer service department for any additional assistance they may need.

F. Customer shall assign at least one employee to Anda who shall serve as key contact for any problems or concerns, which Anda may have, and to ensure fulfillment of all of the terms of this Agreement.

3. Payments/ Rebates/ Discounts.

A. Unless otherwise agreed at the time of purchase, as evidenced by the relevant invoice and monthly statement, the payment terms of each of the Customer's pharmacies shall be Net 10 EOM. This means that the Customer's pharmacies shall effect payment for all invoices for a given calendar month (prior to the cut-off date, which is usually the 24th day of that month) on or before the 10th day of the following calendar month. The foregoing payment term assumes that Customer has an appropriate credit history, a positive payment experience, and that Anda may request financial statement to justify the extension of credit by Anda. Should Customer not have an appropriate credit or payment history, as determined by Anda, it may be required to effect immediate payment on all or a portion of their purchases.

B. Anda will notify Customer of any payment delinquencies by Customer's pharmacies. Customer will timely notify Anda of any disputes and provide documentation to support non-payment. Further, once the dispute is resolved, the Customer must immediately submit repayment. In the event Customer fails to pay, Anda is authorized to set off and apply to any of the obligations, in whole or in part, any rebate amounts that it is obligated to pay under this Agreement. Moreover, if Customer fails to pay its invoices within the prescribed time period, the total invoice shall bear interest at the rate of 1.5% per month. Anda shall be entitled to receive reasonable attorney's fees and costs in connection with any collection efforts, including but not limited to litigation arising out of failure to pay the invoice or statement. Failure to pay any invoice shall be a basis for Anda to terminate this Agreement for cause. Anda reserves the right to price back orders, unfilled current orders, and holding orders at the price prevailing at the time shipment is made.

C. Rebate Reporting. Discounts and rebates, if any, earned pursuant to this Agreement must be treated as discounts on the products on which the discounts and/or rebates are earned, and must be fully and accurately reported on all claims for payment filed with third

party payors, including applicable Medicare, Medicaid and state agency cost reports, in accordance with all applicable federal and state laws and regulations (including but not limited to 42 U.S.C. 1320a-7b), and any applicable agreements. If Customer is a cost reporting entity, Customer shall report the amount of the rebates and discounts received pursuant to this Agreement on Medicare, Medicaid and all other federal health care program cost reports in the Participant fiscal year in which the rebate or discount is earned or the following year. Customer shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

4. Force Majeure. In the event that the Products become unavailable, or Anda cannot perform the obligations imposed by this Agreement due to Force Majeure, such as: a natural disaster, work stoppage, laws or regulations of any government, war, destruction or damaged to distribution facilities, public utilities or common carriers, changes in government regulations, or any other causes beyond reasonable control, Anda shall not be in breach of this Agreement and shall be exempt from any liability.

5. Warranty Pass-Through. To the extent possible, Anda will pass-through applicable manufacturers' product warranties and, furthermore, reasonably cooperate with Customer in seeking indemnification from the applicable manufacturer for third party claims related to products supplied to Customer by Anda hereunder. ANDA HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, OR STATED IN ANY PURCHASE ORDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, WHICH ARE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

6. Customer Warranty. Customer hereby represents to Anda that as of the date of Customer's receipt of Product, Customer shall deal with, handle, store, maintain, distribute and dispense such Products in accordance with the highest industry standards.

7. Indirect Damages Exclusion. EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, IN NO EVENT SHALL EITHER PARTY HERETO BE RESPONSIBLE OR LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES OF ANY KIND (WHETHER ARISING UNDER CONTRACT, TORT, OR OTHERWISE) INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS OPPORTUNITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES.

8. Partial Invalidity. If any provision of this Agreement is adjudged unlawful by any court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

9. Independent Contractors. The relationship between Anda and Customer under this

Agreement and in connection with the service provided hereunder is intended to be that of independent contractors. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Customer and Anda, or Anda and any of Customer's Members. Neither party has the authority to bind or act on behalf of the other party, except as otherwise specifically stated herein. This Agreement does not convey nor shall either party claim any property interest in the other party's corporate name, trademarks, service marks, trade names, trade designations or other intangible property rights, except as expressly provided for herein.

10. Confidentiality. The pricing, terms and conditions of this Agreement are considered proprietary and confidential and each party will maintain in confidence and not disclose to third parties any confidential and/or proprietary information of the other party, which may come as a result of the relationship evidenced by this Agreement, including all material terms and conditions of this Agreement, without the prior written consent of the non-disclosing party. The obligations of confidentiality set forth in this Section shall not apply to information which (i) is or becomes generally available to the public or the pharmaceutical industry other than as a result of the parties hereto; (ii) was available on a non-confidential basis prior to the disclosure by either party hereto; or (iii) becomes available to either party on a non-confidential basis from a person other than the parties hereto, provided that such disclosing party is not subject to a confidentiality agreement that would prohibit the disclosure of such information. The obligations of confidentiality in this Agreement shall survive the expiration or any termination of this Agreement for a period of five (5) years thereafter.

11. Disclosure. Nothing contained in this Section shall restrict any party from disclosing confidential or proprietary information of any other party pursuant to a valid court order or subpoena or as required under applicable statute, rule, or regulation or by any federal, state, county, municipal, local, or foreign governmental or governmental agency, bureau, commission, authority, or body, with competent jurisdiction over any party hereto or the requested information. In the event that either party is required to disclose confidential or proprietary information in accordance with this paragraph, the disclosing party shall notify the non-disclosing party thereof, prior to such disclosure.

12. Announcements; Survival. Neither party shall publicly announce or disclose the existence of this Agreement or its terms and conditions, or advertise or release any publicity regarding this Agreement, without the prior written consent of authorized representatives of the other party. This provision shall survive the expiration or early termination of this Agreement for a period of five (5) years thereafter. In addition any and all provisions that by their nature are intended to survive shall survive as well.

13. Notices. Any notices to be given by either party to the other shall be in writing and may be transmitted either by facsimile, courier, personal delivery or by registered or certified mail (postage prepaid with return receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in this paragraph. Each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt and mailed notices shall be deemed communicated two (2) days after the date of mailing.

Customer:

University of North Texas (UNT)
Student Health and Wellness Center
1155 Union Circle #305160
1800 Chestnut Hall,
Pharmacy RM#102
Denton, TX. 76203

Attn:

Fax:

Anda:

Anda, Inc.
2915 Weston Road
Weston, FL 33331

Attn: Contracts Dept.

Fax: 954-217-4138

With a copy to:

Teva Pharmaceuticals USA, Inc.
425 Privet Road
Horsham, PA 19044

Attn: General Counsel

14. Wrongful Use of Products. The parties acknowledge (i) the recent occurrence of mishandled executions in various correctional facilities and (ii) that Anda does not support the use of its Products in the administration of lethal injection or other corporal punishment. As such, Customer hereby agrees that it will not knowingly sell any Product to a correctional facility or entity that Customer reasonably believes or should have known would be used for the administration of lethal injection or other corporal punishment. Customer shall promptly notify Anda if it becomes aware of the sale of any Product to a correctional facility or other entity under the aforesaid circumstances. Any material noncompliance by Customer with the terms of this Section 14 shall be grounds for Anda to immediately terminate this Agreement upon written notice to Customer.

15. Waiver. The waiver of any breach or condition of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

16. Attorney's Fees. If any action, arbitration, or other proceeding is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which that party may be entitled. This provision for recovery of attorneys' fees shall be construed as applicable to the entire Agreement.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement shall be interpreted according to its fair meaning and strictly neither for nor against either of the parties hereto.

18. Regulatory Compliance. As a pharmaceutical wholesaler licensed by the United States Drug Enforcement Administration (DEA), Anda is required to know the customers to whom controlled pharmaceutical products are sold. Therefore, in order to be eligible to purchase controls from Anda, Customer will be asked to provide certain information with respect to their business and their dispensing of pharmaceutical products. This information shall be received and maintained by the Anda Regulatory Compliance. Anda reserves the right, in its sole discretion, to determine those products, if any, that it makes available for sale to any and all customers.

19. Entire Agreement/Modifications/Assignment. This Agreement including the Exhibits contains the entire agreement between the parties relating to the rights granted herein and the

obligations assumed herein. This Agreement may not be amended, supplemented, modified or waived in any respect without further written agreement of both parties, signed by their respective authorized representatives. Neither party may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld or delayed. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, including without limitation any partnerships, corporations, or other entities in which the parties hereto may have a controlling interest or position. Nothing contained in this Section shall be construed as consent by either party to an assignment of this Agreement or any interest therein by either party. Headings are for the purpose of convenience only and shall not be considered in interpreting the Agreement.

20. Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart. The parties agree that this Agreement may be exchanged by facsimile, pdf or other.

21. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not in any way be affected unless the purposes of this Agreement cannot be achieved. In such event, the parties will use commercially reasonable efforts to substitute a valid, legal and enforceable provision that is acceptable to both parties.

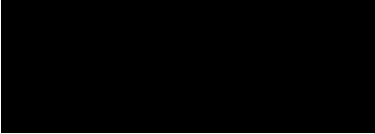


22. Compliance with Laws. Each party shall comply with all applicable federal and state statutes, laws, rules and regulations in connection with its performance under this Agreement.

Signatures On Following Page



IN WITNESS WHEREOF, the parties hereto through their duly authorized officers have set their hands and do hereby agree to the terms set forth above as of the date first written above. This Agreement must be signed below by Customer within 60 days from the offer of these rebates to be valid and enforceable.

Executed and dated by:

**UNIVERSITY OF NORTH TEXAS (UNT)
STUDENT HEALTH AND WELLNESS CENTER**

By: 
Name: 
Title: 
Date: 6/5/19

ANDA, INC.

By: 
Name: 
Title: 
Date: 5/30/2019

ANDA, INC.

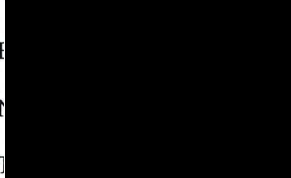

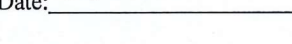
By: 
Name: 
Title: 
Date: 6/4/2019

Exhibit A
Anda, Inc.
Return Goods Policy

All product returns require prior authorization.

Customers may report and request a return authorization, including errors in ordering, shipment errors and damages in transit, within 48 hours of product receipt without being subject to a 20% handling charge.

Any issues related to Controlled Substance shipments must be reported immediately to Customer Service upon discovery and/or shipment receipt per DEA regulations.

All return authorization requests received after 48 hours of product receipt and up to 1 year of invoice date are subject to a 20% handling charge.

Any unauthorized returns, products not originally purchased from ANDA, and/or products purchased over 1 year of invoice date are not eligible for return or credit.

Non-Returnable Product*

- Refrigerated product, including but not limited to, vaccines and/or biological products.
- Products that have been used, damaged, opened, partially complete, marked, or without original labels.
- Short-dated products (identified as S/D in item description), close-outs (identified as C/O in item description), seasonal or special order products.
- No Credit / No Return products (identified as NC/NR in item description)
- Products stored improperly or exposed to hazardous conditions.
- Non-TrueScience/TruRx/PetIQ Manufactured Pet Products
- Returns from inactive accounts, accounts with outstanding balances, or accounts in process of closing or transferring ownership.
- Drop shipped product shipped directly from the manufacturer; contact the manufacturer directly.

*Certain individual products and/or manufacturers have different return policies and/or restrictions.

Voluntary or involuntary manufacturer product recalls will be handled in accordance to manufacturer instructions.

Product Return Credit Processing

Allow 2 to 3 weeks for processing of return.

For authorized returns picked up within 48 hours of return authorization date, return credits will be issued at the lesser of invoice price or current market price upon return authorization date.

For authorized returns picked up after 48 hours of return authorization date, return credits will be issued at the lesser of invoice price or current market price upon product verification and processing of return credit date.

Please do not deduct any amounts from invoice payment related to product return until credit is posted on the account.

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: ANDA INC.

By: _____
Name: _____
Title: _____
Date: _____

VENDOR: ANDA INC.

UNIVERSITY OF NORTH TEXAS

By: _____

Date: 6/5/19

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DocuSigned by:

By:

Name:

Title:

Date:

6/4/2019

Easy Savings Opportunities



Category	Contract #	Supplier	Highlights
Computers & Hardware	VH10213	CDW Government	Discounts beginning at 15%.
	VH11176	SHI International, Corp.	Includes full portfolio of hardware & software.
	VH10863	Southern Computer Warehouse	For large volume deals, may extend further discounts to continue to offer best value pricing.
Document Destruction	VH10400	Shred-It	Pricing depends upon usage of Shred-it program.
Insurance	NEW	Arthur J. Gallagher & Co.	Provides insurance and risk management services. Savings average 10-25%.
Magazine Subscriptions	VH55200	All Magazine Subscription	35% Discount.
	VH36000	Intercontinental Magazine Subscriptions	35% Discount.
Medicare Revenue Enhancement	NEW	WellTrack ONE	Annual Wellness Visit Program - earn up-to additional \$1,200 per patient annually.
Office Supplies, Equipment, & Furniture	VQ15100	Konica Minolta - Copiers/Printers	You can expect to reduce overall production costs by up to 40%.
	VH57900	Office Depot	Nearly 15% savings + up to 7% annual rebate.
	VQ19100	Pitney Bowes	12% off equipment; 14% off software; 15% off supplies.
	VQ27700	Ricoh Americas Copiers	Up to 12% savings on committed tier.
	VH10115	Staples	Up to 3% annual rebate on Staples branded.
Pharmacy Distribution	DP10015	Anda, Inc.	Next day delivery with low mark-up percentage.
	DP00100	Besse Medical	Next day delivery with low mark-up percentage.
	DP00600	CuraScript	Next day delivery with low mark-up percentage.
Shipping - Inbound & Outbound	AS10099	FedEx	Discounts begin at 30% Express / 16% Ground.
	AS10019	UPS	Discount depends upon usage of program.
Telecom	VH10871	CarrierSales	Telecommunication cost reduction consultant.
	AS91233	Sprint	23% Corporate Discount/ 22% Employee.
	VH11382	Tryon Clear View Group	Savings found 98% of time on Telecom (22.6%), Waste (33%) & Copier (29%).
	AS10032	Verizon Wireless	22% Discount Corporate / 22% Employee.
Translation Services	AS91243	Language Line Services	32% Discount.
Vaccines	Various	GSK, Merck, & Sanofi	Multiple Vaccine & Pharmaceutical Contracts.