

**Virginia Commonwealth University
University Purchasing
Contract Summary Sheet**

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| Commodity: Microtome Knives and Related Products/Services | Contact Nbr: 2286433-BM |
| Vendor: Diatome U.S. (Electron Microscopy Sciences) | Period / Renewals: 2/12/2008 – 2/11/2009 with four (4) one-year renewal options remaining |
| Address: 1560 Industry Road Hatfield, PA 19440 | Nbr of Vendors: 1 |
| Contact: Stacie Kirsch | Payment Terms: NET 30 |
| Phone: 215-412-8390 | Accepts Purchasing Card: Yes |
| E-Mail: sgkcck@aol.com or stacie@ems-secure.com | Fax: 215-412-8450 |
| | Website: http://www.ems-secure.com/Diatome/diamond knives |

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| Contract Pricing | Contract Document (Excluding Proprietary Information) | Contract Modifications |
|-------------------------|---|-------------------------------|

Contract Summary: Diatome U.S. (Electron Microscopy Services) will provide Microtome Knives and Related Products/Services on a requirements basis at a 5% discount off of list price inclusive of freight (applies to all Diatome U.S. products/services).

Shipping Terms: F.O.B. Destination/Prepaid

Cooperative Language:

Contract Participation: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by *only* the Virginia Association of State College and University Purchasing Professionals (VASCUPP) and all other Commonwealth of Virginia public institutions of higher education (to include four-year, two-year and community colleges). Current VASCUPP institutions include: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Tech, Radford University and Virginia Commonwealth University. A list of all other Virginia Public Colleges and Universities is available at <http://www.ExploreVirginiaColleges.com/>. In addition, the lead-issuing institution may allow local governments, school boards and other agencies serving local governments in their region access to this contract(s).

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any such institutions accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all VASCUPP members and public institutions accessing the Contract. Participating public *bodies* shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating public *body* as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any VASCUPP member, or public *body* and will not be considered in default of the Agreement no matter the circumstances.

Note: Price negotiation documentation available from Buyer upon request.

Note: Please reference the contract number on purchase requisitions, purchase orders, and when contacting the vendor.