

Referencing Agreement n°

Between:

The Purchasing and Biomedical Engineering Center
Domiciled at : Geneva and Vaud

Hereinafter referred to as CAIB

And

The Company: _____

Domiciled at: _____

Enrolled with the Trade Register of: _____

Under number: _____

Represented by: _____

Title: _____

Duly authorized for these presents,
(*If the signatory is not an authorized representative, he/she has to justify his/her authority to bind the Company that he/she represents*)

Hereinafter referred to as the SUPPLIER

1. Preamble

CAIB provides for the purchases of all goods and services on behalf of the Geneva (HUG = University Hospitals of Geneva) and Vaud (CHUV = University Hospital Center of Vaud) university hospitals. In order to fulfill its mission, it assumes the role of the purchasing and biomedical engineering center, but also the referencing body of suppliers and medical or non-medical products and services, on behalf of these institutions.

2. Definitions

AGREEMENT: Refers to the entire contractual relationship between the SUPPLIER and CAIB the content of which is laid down under Article 4 hereafter.

INSTITUTIONS: Refer to the hospitals and health care institutions which are part of the HUG and CHUV grouping, such as enumerated under Schedule 1.

PRODUCTS: Refer to all products marketed by the SUPPLIER

SERVICES: Refer to all services offered by the SUPPLIER and the ones related to the supply of PRODUCTS, such as the maintenance and training.

3. Object of the AGREEMENT

The object of the present AGREEMENT is to fix the particular terms and conditions by which CAIB provides for the referencing of the PRODUCTS and SERVICES of the SUPPLIER for the benefit of the INSTITUTIONS.

4. Content of the AGREEMENT

The present AGREEMENT completes the General Terms and Conditions of Purchase (CTCP) of CAIB. These documents make up an indivisible contractual framework. Any amendment to the present CONVENTION shall only be made by way of a rider, signed by both parties.

The specific administrative clauses concerning public procurements published on SIMAP (Information system on public procurements in Switzerland) shall take precedence over this AGREEMENT.

5. Confidentiality

Both parties commit themselves to maintain strict confidentiality towards third parties regarding the type and the content of the present AGREEMENT.

This obligation of confidentiality also applies to all information and personal data that the parties could be knowledgeable about, due to precontractual negotiations and/or the present AGREEMENT.

The present confidentiality commitment is concluded for the duration of the contract, both for the phase preceding the conclusion of the AGREEMENT and for its execution. Furthermore, it shall remain in force as long as the exchanged, or more generally, obtained information concerning the execution of the AGREEMENT could be considered by either party as being confidential and, at most, for a period of two (2) years after the end of the commercial relationship.

Data transmission to an administrative or legal authority is under reservation.

6. Promoting cooperation

In its bilateral relationship with the SUPPLIER, CAIB undertakes:

- To ensure that its staff members are personally committed to abide by the ethics, by acting impartially and with objectivity, avoiding any situation which could give rise to conflicts of interest;
- To ensure that its staff members take sure to introduce an open, free and loyal competition, as an evidence of efficiency, on the basis of the following rules: free access to call for tenders, equal treatment of the candidates, transparency and traceability of the procedures.

7. Reducing the risks related to the reciprocal dependence between CAIB and the SUPPLIER

CAIB may weigh heavily in the activity of the SUPPLIER and this may be a risk in case of the brutal evolution of the order size.

The SUPPLIER shall hereinafter indicate the current percentage that represents its business relationship with the Geneva and Vaud University Hospitals (CAIB) in its turnover:

..... %

If at any point in time the SUPPLIER depends on CAIB for more than 40%, it undertakes to inform the latter.

If necessary and insofar as it is possible, the disengagement of CAIB shall be anticipated and progressive, in order to take into account the level of dependence and the possibilities of the SUPPLIER to diversity and/or to adapt its activities, subject to Article 4 of the present AGREEMENT.

8. Incoterms

Prices agreed upon are DDP (Delivered Duty Paid), goods delivered at final destination and import custom-clearance and taxes (without VAT) to be borne by the SUPPLIER. Discharging is also under the responsibility of and to be borne by the SUPPLIER.

If other conditions (Incoterms) apply, they shall be indicated in the deal signed between CAIB and the SUPPLIER. The same provision applies to possible delivery expenses.

9. Forwarding agent

As a priority, the SUPPLIER residing abroad or who ships the PRODUCTS via a foreign country is invited to use the forwarding agent appointed by CAIB, in case it has been agreed with the purchaser that this service is to be charged to the INSTITUTION; because, in order to simplify and reduce administrative charges, CAIB has opted for a forwarding agent in order to handle the custom clearance and the documents in relation with this type of transaction. This forwarding agent shall check the custom clearance and the tax assessment (mainly the Swiss VAT). It shall draw up a monthly invoice covering all operations during that period.

The SUPPLIER may use its own logistics service and/or its own forwarding agent. In this case, the SUPPLIER has to advise the forwarding agent appointed by CAIB for the import formalities, according to Incoterms.

10. Promotional price offers

Prices for PRODUCTS and SERVICES may tend to decrease within the framework of promotional price offers voluntarily implemented by the SUPPLIER.

The SUPPLIER has to forward the promotional price to CAIB. It shall provide all useful specifications and, in particular, the promotion period and the specific description of the PRODUCTS or SERVICES concerned.

Upon the expiry of the promotional period, market prices shall again prevail. The price reduction shall apply to the orders concerning the promotional PRODUCTS and SERVICES placed during the entire promotion period.

11. Guarantee

The minimum liability period offered by the SUPPLIER is two (2) years. It shall start to run as soon as the implementation of the entry into service (phase) is completed and the PRODUCT becomes operational 100%. During this period, the SUPPLIER shall assume completely vis-à-vis the INSTITUTIONS:

- The components, the labor force and the travels, covering all manufacturing and operating faults;
- The updating of the installed software, recommended by the manufacturer to correct any possible malfunction problem (this does not apply to software that adds value to the product by an improved performance);
- The hotline.

It is understood that for the consumables which have a lifespan shorter than the two years of guarantee, it is the expiry date or the use-by date (DLC) which shall apply.

12. Deliveries

The SUPPLIER undertakes to deliver the PRODUCTS according to the conditions stipulated in the General Terms and Conditions of Purchase (CTCP) of CAIB, completed by the present AGREEMENT.

The SUPPLIER shall acknowledge receipt of the orders by all appropriate ways and means (facsimile, e-mail) by which it shall confirm the delivery date to the INSTITUTION; in absence of any confirmation, the points mentioned in the order are deemed to have been accepted. Penalties for particular delays may be defined for some procurement; these particular conditions shall prevail over the present AGREEMENT.

In case of delay in delivery (confirmed in writing by letter, e-mail, facsimile), CAIB reserves the right to claim indemnities and possible damage incurred. These situations shall be dealt with on a case by case basis. The possible indemnities and penalties shall be deducted from the invoice. The payment of the latter shall be deferred upon concluding an arrangement between the SUPPLIER and CAIB.

13. Coordination and follow-up

In order to coordinate and ensure a better follow-up of the relationship, the SUPPLIER undertakes to appoint two sole interlocutors under the AGREEMENT, one for CAIB and the other for the accountings of our groups. If necessary, and according to the organization of the SUPPLIER, a CHUV interlocutor and a HUG interlocutor may be suggested. Any modification has to be conveyed to CAIB.

The SUPPLIER shall indicate the name, the capacity and the address of the persons in charge, and this, under its signature, at the end of the present document.

14. Commitments of the SUPPLIER towards CAIB

The SUPPLIER undertakes:

- To send to CAIB, to the attention of the purchaser or the biomedical engineer concerned, a copy of each proposal / offer / estimate forwarded to the INSTITUTIONS. It has also the possibility to use the following electronic addresses:

centrale.achats@chuv.ch for Vaud

cahu.vdge@hcuge.ch for Geneva

- For everyday purchases, to inform CAIB without delay, about any warning or recommendation (withdrawn products, recall of batches, deficient materials, standards) concerning its PRODUCTS,

- For medical devices, to inform without delay the *Matériovigilance* respondent persons appointed by HUG and CHUV,
- To comply with the requirements of the Federal Act on Medicinal Products and Medical Devices (Therapeutic Products Act, TPA) and the Medical Devices Ordinance (MedDO),
- To inform CAIB without delay, about any interruption of commercialization of the PRODUCTS, modification of references, modification of the PRODUCT qualities and its compatibles or launching of new PRODUCTS,
- To inform CAIB without delay, about any modification of the legislation pertaining to its products, immediately upon its officialization,
- To provide CAIB without delay, with all necessary information and assistance to realize and execute its missions under the present AGREEMENT,
- To inform CAIB about any modification of the general price list of the PRODUCTS, immediately upon its officialization,
- To draw up and to send imperatively its invoices to the addresses of the accountings mentioned in the orders,
- To provide all documentation in French, and if impossible, in English, and even in one of the other national languages as well,
- Upon the request of CAIB, to provide all documentation in connection with the PRODUCTS (fact sheet, instructions for use, maintenance manual, verification protocol...) in a format compatible with the computer tools used by CAIB (*.PDF, *.DOC, *XLS),
- To keep the certificate of markings in force available each and every time the EC marking is compulsory.

15. Commitments of the SUPPLIER towards the INSTITUTIONS represented by CAIB

The SUPPLIER undertakes to comply with the rules of procedure of the INSTITUTIONS. It is to be noted that access to the INSTITUTIONS is limited. The SUPPLIER refers to the supplier charter « Être fournisseur des hôpitaux universitaires - Obligations et devoirs », which is available on the CHUV and HUG websites.

The SUPPLIER guarantees to the INSTITUTIONS the conformity of the PRODUCTS and SERVICES:

- With the orders placed, in particular concerning the quantity, quality, performance and on-time delivery, under a performance obligation,
- With respect to the regulations in force, with the standards imposed as compulsory, as well as with the sanitary security measures taken by the Cantons and the Confederation.

The SUPPLIER shall imperatively deliver to the place mentioned on the order, commission the PRODUCTS ordered at the recipient service or services. It has to return the premises it fits out in its initial state of cleanliness. In particular, it shall see that all packing residues and waste is discharged.

The SUPPLIER undertakes to train the recipient users of the PRODUCTS (medical devices, technical equipment, specific furniture). In order to do this, it shall propose a training program, a training material and a list of presence (surname, given name, function of the participants). The training documents shall be made available to the CAIB.

With a view to use and to maintain the PRODUCTS, the SUPPLIER undertakes to supply, together with each type of PRODUCT delivered, the following documents:

For the material and the medical devices:

- The instructions for use,
- The maintenance manual (cleaning, disinfection),
- The technical maintenance documentation

For the medical consumables:

- The batch number,
- The bar code and (if available) the Datamatrix,
- The expiry date or the use-by date (DLC), or the conservation and wear date.

For the perishable consumables:

- The expiry date or the use-by date (DLC) or the conservation and wear date.

With respect to the use of the PRODUCT, the SUPPLIER undertakes to provide all necessary information and assistance to the INSTITUTIONS within a reasonable time period.

16. Commitments of CAIB towards the SUPPLIER

CAIB undertakes to:

- Reference the PRODUCTS and SERVICES of the SUPPLIER. On the other hand, CAIB reserves the right to promote all or part of the PRODUCTS and SERVICES of the SUPPLIER to the INSTITUTIONS,
- Inform the SUPPLIER about any addition and any removal of an INSTITUTION so that the INSTITUTION concerned may, as the case may be, benefit from or be deleted from the present particular conditions granted by the SUPPLIER. The SUPPLIER shall see to apply these conditions immediately after receiving the information, retroactively if an order has already been dispatched.

17. Sustainable development

A responsible or sustainable purchase is the one which respects the human being, takes into account the requirements of the protection of the environment and is compatible with economic constraints, by way of seeking efficiency, quality improvement and global optimization of the costs, and this on a short, middle and long term basis. Thus it contributes to satisfying the needs of the current generation, without compromising the capacity of future generations in dealing with their own needs.

Within the framework of its own activities, CAIB develops and implements a responsible purchasing policy in phase with the principles of sustainable development (SD). It is also in phase with the environmental management of the HUG and the promotion of SD at the CHUV. It is coherent with Agenda 21 of the Cantons of Vaud and Geneva and keeps with the SD Strategy of the Confederation.

CAIB asks its SUPPLIER partners to undertake explicitly to contribute to its ambitions, in particular in the fields of ethics, social and environmental issues. In this perspective, CAIB prioritizes suppliers who adopt a responsible attitude and who act according to the principles of sustainable development.

Moreover, the SUPPLIER is aware of the fact that the SD criteria shall be added to the call for tenders and that the suppliers complying with the best SD practice shall obtain additional points and more possibilities to win the bids.

The SUPPLIER commits to respect:

- The international charter on human rights concerning employment and more particularly the code of conduct of the Business Social Compliance Initiative (BSCI), based on the International Labor Organization conventions (ILO),
- The Act on Illegal Employment (see Article 18),
- The equality of opportunity and treatment between men and women (salaries, working conditions, promotion possibilities, etc.)

The SUPPLIER is responsible for third parties it calls on in order to fulfill its part of the contract. He compels them contractually to abide by the minimal applicable social standards.

By a voluntary and proactive approach, the SUPPLIER undertakes to:

- Integrate the SD and sustainable improvement criteria as a component into its management,
- Find labor organization formulas which, in addition to the needs of the organization, integrate the quality of life and the health of the workers (introducing the possibility of part time employment, flexible working hours, taking into account the individual limitations for job assignments)
- Take part in the social and occupational insertion through vocational training, in the form of apprenticeship places, training courses as well as "first job" positions,
- Promote the employment of disabled persons and the socio-professional insertion,
- Initiate discussion on the anticipation of physical problems related to the remunerated activity and implement an action plan with a view to avoid the exclusion of some workers because of their physical limitations,
- Encourage the use of public transportation by proposing a mobility plan to its staff,
- Conceive, produce and/or consume sustainable products, namely: solid, retrievable, adaptable, easy care products, but which could also be: local, short-range, seasonal,
- Prioritize the materials and/or products least harmful to the environment and to the society, by taking into account their full life cycle (origin, raw materials, manufacturing, distribution, use, repairing, elimination, etc.),
- Introduce and maintain a sustainable management of the natural resources (energy, water, raw materials, etc.),
- Encourage the use of renewable energies,
- Take into account the existing eco-friendly labels in its field and the connected fields,
- Decrease, as much as possible, the emission of poisons and greenhouse gas,
- Restrict, as much as possible, the impact of waste and its effluents generated by its exploitation,
- Prioritize and plan its transportation with a view of energy performance and energy saving,
- Take all useful steps for waste recovery and recycling.

18. Fight against undeclared work

In case of non-compliance with an announcement or authorization obligation concerning the law on:

- Social insurances,
- Aliens,
- Taxation at source,

the SUPPLIER may be excluded and its name and corporate name may be published on line in the list of penalized companies under Article 13 of the Act on Illegal Employment (BGSA). This exclusion voids the present AGREEMENT and the referencing of the SUPPLIER.

19. Carrying out audits

CAIB reserves the right to carry out audits at the SUPPLIER and its possible subcontractors' offices, subject to a fifteen (15) day advance notice. The audits shall be limited to the activities between the SUPPLIER and the INSTITUTIONS. The SUPPLIER undertakes to provide the necessary resources for the proper conduct of this operation. CAIB may delegate the execution of these audits to an independent expert assessment. Each party shall assume its own costs. The results of the audit shall be treated confidentially, in conformity with article 5 of the AGREEMENT.

20. Address for service

For the purpose of executing the present AGREEMENT, the parties elect their respective registered offices as their address for service.

Any change of address by either party shall be binding on the other only upon the expiry of a period of fifteen (15) days as of receiving the notification sent by registered letter with acknowledgment of receipt.

21. Duration of the AGREEMENT

The present AGREEMENT shall be valid as from the date of signature. Each party may terminate the present AGREEMENT at any time by choice or in case of non-compliance by the other party to comply with one of its obligations under the present AGREEMENT and this, without prejudice to possible damages which could be claimed from the defaulting party.

The termination shall be made by registered letter and enter into force thirty (30) days after receipt of the letter, except for breach of the Act on Illegal Employment which shall lead to an immediate termination.

22. Applicable law and competent court

The present AGREEMENT is governed exclusively by Swiss law and the cantonal law of the canton of residence of the INSTITUTION.

In case of a dispute or litigation which may arise between the parties concerning the drawing up, execution or interpretation of the present AGREEMENT, the parties undertake to inform each other by written notification, sent by registered mail, and to try to settle the dispute or the litigation amicably without any delay.

In case of failure of the amicable settlement attempt within a minimum period of one (1) month as of receiving the notification concerning the dispute or the litigation, only the chosen court by CAIB (Canton of Vaud and Canton of Geneva) shall be competent in order to give judgment on any dispute or litigation which may arise between the parties with respect to the drawing up, execution or interpretation of the present AGREEMENT.

23. Reservation concerning the translation of the AGREEMENT

The SUPPLIER acknowledges and accepts that any translation of the French version of the AGREEMENT provided by CAIB is made solely for convenience reasons for the user, and that the French version takes precedence over the translation in case of contradiction between the two.

The present AGREEMENT shall be valid as of the date of signature.

Place:

Date:

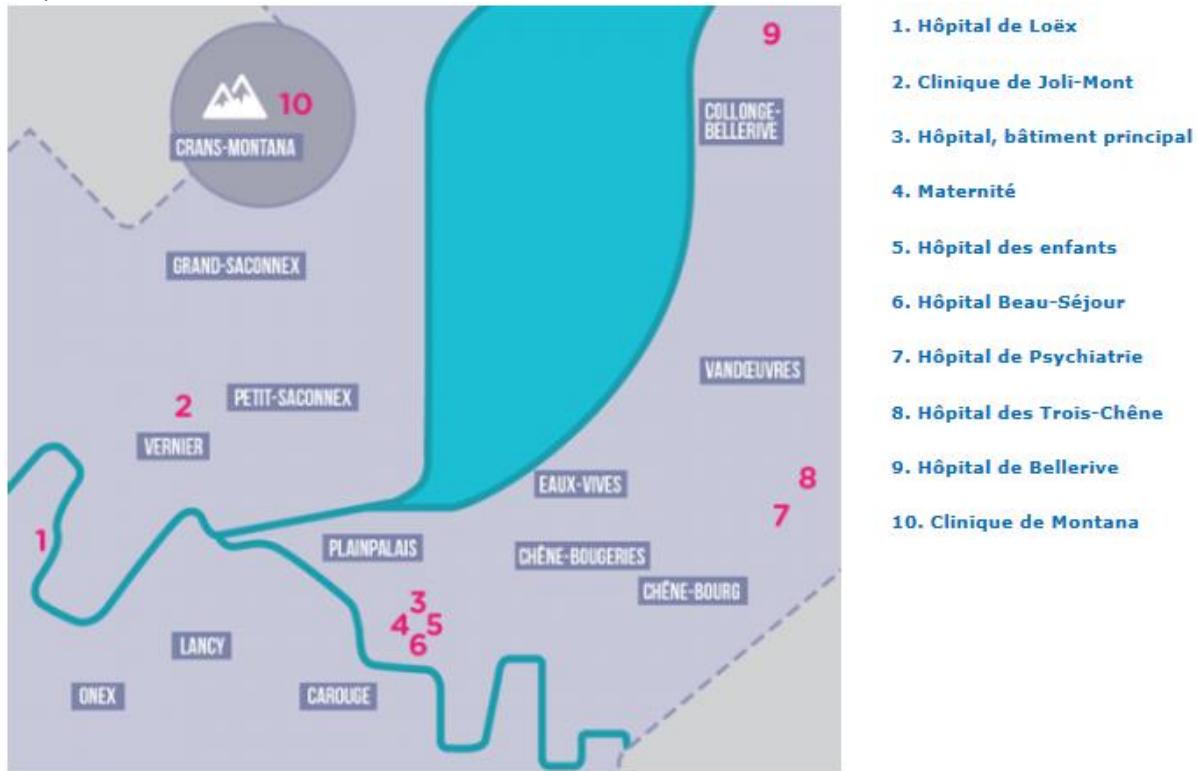
In two (2) original copies

On behalf of CAIB

On behalf of the SUPPLIER

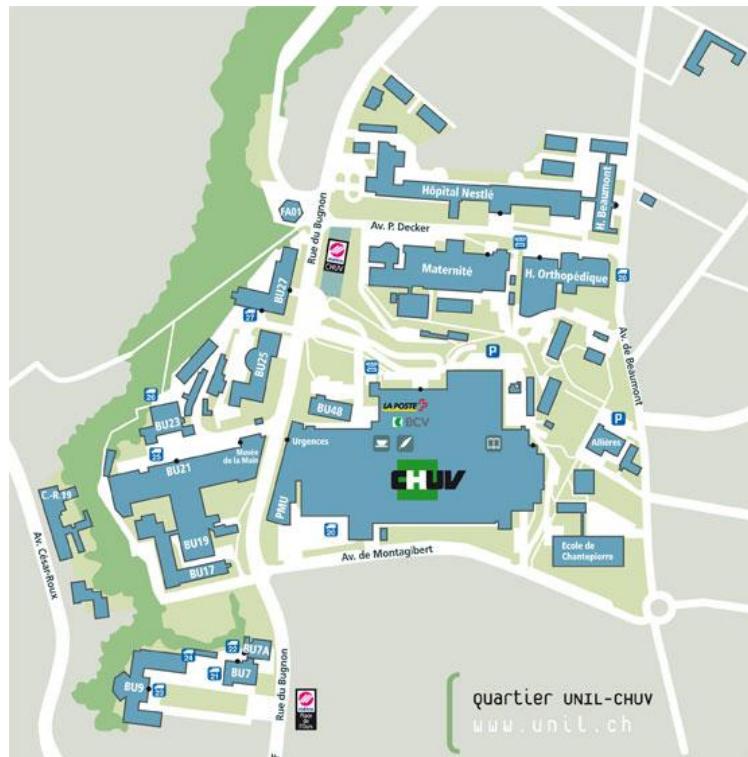
List of interlocutors (discussion partners) throughout the duration of the AGREEMENT:

Schedule 1 : Adresses of the University Hospitals of Geneva institutions as well as its affiliated hospitals.



Hôpital (main building) Rue Gabrielle-Perret-Gentil 4 1205 Genève Tél. +41 (0) 22 372 33 11 http://www.hug-ge.ch	Hôpital des Trois-Chêne Ch. du Pont-Bochet 3 Rte de Mon-Idée 1226 Thônex Tél. +41 (0) 22 305 61 11 http://www.hug-ge.ch
Hôpital des enfants Rue Willy-Donzé 6 1205 Genève Tél. +41 (0) 22 372 33 11 http://www.hug-ge.ch	Hôpital de Loëx Rte de Loëx 151 1233 Bernex Tél. +41 (0) 22 727 27 27 http://www.hug-ge.ch
Maternité Bd de la Cluse 30 1205 Genève Tél. +41 (0) 22 382 68 16 http://www.hug-ge.ch	Hôpital de Bellerive Ch. Savonnière 11 1245 Collonge-Bellerive Tél. +41 (0) 22 305 71 11 http://www.hug-ge.ch
Hôpital de Beau-Séjour Av. de Beau-Séjour 26 1206 Genève Tél. +41 (0) 22 372 33 http://www.hug-ge.ch	Hôpital de psychiatrie Ch. du Petit-Bel-Air 2 1226 Thônex Tél. +41 (0) 22 305 41 11 http://www.hug-ge.ch
Clinique Genevoise de Montana Impasse Clairmont 2 3963 Crans-Montana Tél. +41 (0) 27 485 61 11 http://www.cgm.ch	Clinique de Joli-Mont Avenue Trembley 45 1209 Genève Tél. +41 (0) 22 717 03 11 http://www.cliniquejolimont.ch

Adresses of the University Hospital Center of Vaud institutions as well as its affiliated hospitals.



<p>Hôpital CHUV (bâtiment principal) Avenue du Bugnon 46 1011 Lausanne Tél. +41 (0) 21 314 11 11 http://www.chuv.ch/</p>	<p>Hôpital Nestlé CHUV 5, av. Pierre-Decker CH - 1011 Lausanne Tél. +41 (0) 21 314 13 10 http://www.chuv.ch/</p>
<p>Maternité du CHUV Av. Pierre-Decker 2 1011 Lausanne Tél. +41 (0) 21 314 35 18 http://www.chuv.ch/</p>	<p>Hôpital Orthopédique du CHUV Service d'orthopédie et traumatologie Avenue Pierre-Decker 4 1011 Lausanne Tél. +41 (0)21 314 79 79 http://www.chuv.ch/</p>
<p>Hôpital de Beaumont du CHUV Av. De Beaumont 29 1011 Lausanne Tél. +41 (0) 21 692 11 11 http://www.chuv.ch/</p>	<p>Clinique Cevey-Sylvana, CHUV CUTR Sylvana Ch. De Sylvana 10 1066 Lausanne Tél. +41 (0) 21 314 38 11 http://www.geriatrie-chuv.ch</p>
<p>Hôpital de Cery, CHUV Psychiatrie générale 1008 Pully Tél : +41 21 643 61 11 http://www.chuv.ch/psychiatrie</p>	

Hôpital de Prangins, CHUV Route de Benex 32 1197 Prangins Tél. +41 22 994 71 11 http://www.chuv.ch/psychiatrie	Hôpital psychogériatrique de Gimel Av. de la Rosière 20 1188 Gimel Tél. +41 22 994 71 11 http://www.chuv.ch/psychiatrie
Hôpital de l'Enfance Ch. de Montétan 16 1000 Lausanne 7 Tél. +41 (0) 21 314 84 84 http://www.hopital-enfance.ch/	Centre de Psychiatrie du Nord Vaudois (CPNVD) Av. Des Sports 12b c.p. 72 1401 Yverdon-les-Bains Tél. +41 24 424 25 25 http://www.chuv.ch/psychiatrie
Affiliated Hospital	Affiliated Hospital
Hôpital Ophthalmique, Asile des Aveugles Av. de France 1004 Lausanne Tél. +41 (0) 21 626 81 11 http://www.asile-aveugles.ch	Policlinique médicale universitaire (PMU) Rue du Bugnon 44 1011 Lausanne Tél. +41 (0) 21 314 60 60 http://www.pmu-lausanne.ch

