

## **AGREEMENT FOR SUPPLY OF GOODS**

**BETWEEN**            **[ Insert Supplier Name]**

**AND**                    **BAXTER HEALTHCARE PTY LIMITED**

## AGREEMENT FOR SUPPLY OF PRODUCTS

**BETWEEN** [ Insert Supplier Name ] [ABN [ Insert Supplier Address NSW ] ("Supplier").

**AND** **BAXTER HEALTHCARE PTY LIMITED ABN 43 000 392 781** of 1 Baxter Drive, Old Toongabbie, NSW 3246 ("**Baxter**")

### WHEREAS

- A. The Supplier is a supplier of [Insert supplier product details].
- B. Baxter wishes to purchase products from the Supplier on the terms and conditions contained in this Agreement.

### AS AGREED

#### 1.1 Interpretation

- 1.2 In this Agreement the following words will have the meanings assigned to them in this clause, except where inconsistent with the context.

"**Agreement**" means this agreement including any schedules or annexures and as varied from time to time;

"**Baxter's Ethics and Compliance Standards for Suppliers**" set out in Schedule 3;

"**Business Day**" means a standard business day in New South Wales, Australia;

"**Commencement Date**" means [Insert Date];

"**KPIs**" means the key performance indicators set out in Schedule 2;

"**Order**" means an order placed by Baxter with the Supplier for the Products;

"**Parties**" means the parties to this Agreement and their respective successors and permitted assigns, and Party means any one of them;

"**Price**" means the means the price list for the Products set out in Schedule 1;

"**Products**" means the products described in Schedule 1;

**“Review Period”** means three consecutive months; and

**“Sustainability Activities”** means the use or identification of products and/or services which have a lower impact on the environment or support corporate social responsibility while maintaining quality, functionality and cost competitiveness;

**“Sustainability Report”** means a report which sets out goals, targets and actions in relation to Sustainability Activities which may include:

- (a) reducing hazardous materials in products and services;
- (b) providing a safe workplace for employees;
- (c) reducing waste; and
- (d) promoting a diverse and inclusive workplace.

1.3 In this Agreement, unless the context otherwise requires:

- (a) a reference to any document (including this Agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (b) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (c) a reference to a statute or to any statutory provision includes any statutory modification or re-enactment of it or any statutory provision substituted for it, and all ordinances, by-laws, regulations, rules and statutory (however described) issued under it;
- (d) a reference to any party includes its successors in title and permitted assigns, a reference to a “person” includes any individual firm, body corporate, association or partnership, government or state (whether or not having a separate legal personality), and a reference to a clause is to a clause of this Agreement;
- (e) the heading of clauses are for convenience only and will not affect the interpretation of this Agreement;
- (f) any undertaking under this Agreement not to do any act or thing will be deemed to include an undertaking not to permit or suffer the doing of that act or things;
- (g) a reference to “\$” or “dollar” is to the lawful currency of Australia; and
- (h) the word “includes” in any form is not a word of limitation.

## **2. Term of Agreement**

- 2.1 The Agreement commences on the Commencement Date and, unless extended or terminated earlier in the manner set out in this Agreement will continue for a period of twelve (12) months (**Initial Term**).
- 2.2 Baxter may at its sole discretion renew this Agreement for a further twelve (12) month term by providing the Supplier with notification in writing no later than thirty (30) days prior to the expiry of the Initial Term.
- 2.3 If the Agreement is renewed for an extended term, with the exception of the Price which may be the subject of further negotiation between the parties, the terms and conditions of this Agreement apply to any extended term.

## **3. Placement of Orders and Supply of Products**

- 3.1 Baxter may from time to time place Orders with the Supplier setting out the requirements for the Order, including the date for delivery and the delivery address.
- 3.2 Following receipt of each Order, the Supplier will:
  - (a) supply the Orders;
  - (b) meet the KPIs;
  - (c) abide by all laws, rules and regulations that apply to the performance of its obligations under this Agreement;
  - (d) use all reasonable skill and diligence in accordance with best industry practices; and
  - (e) comply with all of Baxter's relevant policies in performing its obligations under this Agreement, including but not limited to, Baxter's Ethics and Compliance Standards for Suppliers, a copy of which is attached as Schedule 3 to this Agreement.
- 3.3 Baxter is under no obligation or requirement to place Orders for any minimum quantity of Product during the term of the Agreement.

## **4. Risk and delivery**

- 4.1 Title to and risk in the Products will pass to Baxter only after Baxter has accepted the Products.
- 4.2 Products purchased are subject to Baxter's reasonable inspection, testing, and approval at the delivery point nominated in an Order.

- 4.3 Baxter may reject the Products, even after they have been accepted, if they are defective or are not in accordance with Baxter's specifications or do not meet the requirements under the Order ("**Rejected Products**").
- 4.4 Rejected Products will be held entirely at the risk of the Supplier:
- (a) Rejected Products must be removed by and at the expense of the Supplier within five (5) Business Days of the Supplier being notified of the rejection; and
  - (b) If the Supplier fails to remove the Products in the relevant time frame, then Baxter may do so at the Supplier's cost.
- 4.5 As soon as the Supplier is aware that it will be unable to fulfil an Order or meet the delivery date set out in an Order, the Supplier must notify Baxter in writing of the date that it will be able to fulfil the Order or deliver the Order for the Product. Except where the delay in delivery is caused or contributed to by Baxter, if the new date for delivery is unacceptable to Baxter, Baxter may in its sole discretion:
- (a) terminate the Order; or
  - (b) purchase the Product in substitution for the Order from an alternate supplier and any reasonable expense incurred by Baxter in the acquisition of such alternative Product which is in excess of the Price payable under this Agreement for such Product will be payable by the Supplier.
- 4.6 Baxter will not be liable to the Supplier for any cost, loss or expense incurred by the Supplier due to Baxter exercising its rights under clause 4.5.

## **5. Price and Payment**

- 5.1 The Supplier must provide Baxter with a valid tax invoice for each Order detailing the Products supplied, the Price and the GST component in accordance with clause 6.
- 5.2 Following acceptance of the Order, Baxter will pay the Supplier within thirty (30) days from the date it receives a valid tax invoice.
- 5.3 Baxter will notify the Supplier if there is an error in the tax invoice, or if it disputes some of the charges. Notwithstanding this, Baxter may withhold payment of any disputed portion of the invoice pending resolution of the dispute, but remains obligated to pay the remaining balance of the tax invoice on time in accordance with clause 5.2.
- 5.4 Baxter is entitled to set off any amount the Supplier owes Baxter under this Agreement against any amount that Baxter owes the Supplier under it.

- 5.5 The Price must remain fixed and firm and no variation increasing the Prices will be accepted during the Initial Term of this Agreement or any extended term without the prior written approval of Baxter.
- 5.6 Notwithstanding clause 5.5, Baxter may, at its discretion, at any time during this Agreement, conduct benchmarking exercises to compare the Prices the Supplier has been charging, with other suppliers who supply similar Products during a similar period. The Supplier must provide Baxter with all reasonable assistance with regard to the benchmarking exercise. Where the benchmarking exercise demonstrates that the Supplier's Prices under this Agreement is not competitive, The Supplier and Baxter will agree to vary the prices to reflect a competitive position.
- 5.7 All other costs, charges, fees and expenses for or arising out of or in connection with the supply of Products under this Agreement must be paid by the Supplier, including all costs involved in the packaging, handling, storage insurances and any other expenses unless otherwise stated and mutually agreed. The cost of freight and delivery is included in the Price.

## **6. GST**

- 6.1 Terms used in this clause 6 have the same meaning as those terms in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 6.2 If the supply of Products under this Agreement is subject to GST, Baxter must pay the Supplier the price plus an amount equal to the GST payable on the supply (unless the price is expressly stated as being inclusive of GST).
- 6.3 Baxter must pay the additional amount payable under clause 6.2 on the same date as the price is payable provided that no payment is required under this clause or clause 6.2 until the Supplier has issued Baxter with a tax invoice in respect of the relevant supply.
- 6.4 The Supplier must issue a tax invoice in the format required by Baxter and the law to Baxter for the supply. The tax invoice must set out the amount of the GST payable by Baxter.
- 6.5 The Supplier warrants that it is registered with an Australian Business Number and for GST purposes at each time a taxable supply is made.
- 6.6 The Supplier indemnifies Baxter for any loss it suffers as a result of the Supplier not being registered for GST and/or Australian Business Number purposes. On request by Baxter the Supplier must produce evidence that it is so registered.

## **7. Warranty**

- 7.1 The Supplier warrants that all Products supplied to Baxter:

- (a) are new;
- (b) are of merchantable quality;
- (c) are free from defects;
- (d) are fit for their intended purpose;
- (e) are of good material and workmanship;
- (f) in quality and in manufacturing process, comply with all relevant standards adopted by such bodies as the Australian Standards Association and with any requirements of the Commonwealth, State or Territory and local government authorities[./;
- (g) have been manufactured in accordance with cGMP;
- (h) meet the needs of Baxter as set out in Baxter's tender for the provision of [insert name of tender].]

7.2 The Supplier warrants that it has clear title to the Products and that the Products are delivered free of liens or encumbrances.

7.3 The Supplier warrants that it and its employees will comply with Baxter's Ethics and Compliance Standards for Suppliers, site safety and security rules, and any other rules that may be provided by Baxter from time to time, as appropriate.

7.4 The warranties in this Agreement and other warranties as may be prescribed by law will extend to Baxter, its successors and assigns and will run through to any expiration date on the Products, or if no expiration date is stated, then for a period of twelve (12) months after delivery of the Products to Baxter.

## **8. Insurance policies**

8.1 The Supplier must effect and maintain appropriate and adequate insurance for:

- (a) public and product liability which must be drawn in terms acceptable to Baxter, covering a sum of not less than \$10 million for each insured event;
- (b) loss or destruction (at full replacement cost) of the Product relating to this Agreement and retained in the Supplier's possession, or whilst in transit;
- (c) workers compensation in respect of its employees engaged in performing its obligations under this Agreement to cover its potential liability at common law and pursuant to all applicable workers compensation legislation or regulations in each State/Territory; and

(d) any other insurance required by law or reasonably required by Baxter.

8.2 The Supplier must provide to Baxter a copy of a certificate of currency in respect of any of the above insurances within 7 days of a request by Baxter.

## **9. Indemnity**

9.1 The Supplier indemnifies and releases Baxter against any claims, loss, damage, cost (including legal costs), expense or liability arising out of:

- (a) any breach of any warranty or obligation under this Agreement;
- (b) any wilful or negligent act or omission of the Supplier or any of its officers, employees or, agents in relation to the performance of its obligations under this Agreement; and
- (c) any breach of any third party's rights, including in respect of any claim that the Product infringe, or their importation infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person anywhere in the world,

except, to the extent caused or contributed to by any negligent act or omission of Baxter, its officers, employees and agents.

## **10. Confidential Information**

10.1 Neither Party will use information contained in this Agreement, exchanged in prior negotiations or any tender process for any purpose not contemplated by this Agreement. Each Party must, and must ensure that its employees, agents and subcontractors who need such access in order to perform their duties, receive this information under obligations of confidentiality.

10.2 Clause 10.1 does not apply to the extent that:

- (a) either Party is required by law to disclose the information;
- (b) the information is public knowledge (and has not become public knowledge as a result of either party's breach of confidentiality); or
- (c) the information was independently created by a Party (and that Party has evidence in writing that the information falls within this exception).

## **11 KPIs and reporting**

11.1 Each party will appoint a representative to liaise with the other for the term of this Agreement. Each party may at any time appoint a new representative and will notify the other party in writing within seven (7) days of the appointment.



- 11.2 The Parties will agree on KPIs and their method of calculation to be applied in the supply of the Products. Baxter will measure the Supplier's achievement of the KPIs at the conclusion of every Review Period, or such other period of time as Baxter may reasonably determine. Following Baxter's measurement of KPIs, acting reasonably, it will communicate to the Supplier details of how Baxter has assessed the Supplier's achievement of KPIs and whether Baxter has identified opportunities for improved performance of KPIs.
- 11.3 The Supplier must meet or exceed the KPIs and the Supplier acknowledges and agrees that the Supplier's achievement of the KPIs is an essential term of this Agreement and the Supplier's failure to achieve the KPIs in any Review Period will constitute a breach of this Agreement.
- 11.4 If Baxter is not reasonably satisfied with the results of any review of KPIs, it may at its discretion issue a notice in writing to the Supplier detailing failures to achieve KPIs ("**KPI Notice**"). As soon as practicable following issue of the KPI Notice, the Parties' representatives will meet to discuss the issues raised in the KPI Notice and to agree on steps to be taken by the Supplier and a timeframe to remedy the issues. The Supplier's failure to adequately remedy the issues raised within a KPI Notice within the timeframes agreed will constitute a fundamental breach of this Agreement and will entitle Baxter to terminate this Agreement in accordance with clause 16.
- 11.5 The representatives will meet at any time reasonably requested by the Supplier or by Baxter, but at least once every Review Period, to discuss matters pertaining to this Agreement and the supply of the Products by the Supplier.
- 11.6 The Supplier must provide Baxter with a written report for each Review Period identifying:
- (a) the performance of the Supplier against the KPIs;
  - (b) any suggested savings;
  - (c) a written Sustainability Report identifying all Sustainability Activities in which the Supplier participates during the relevant Review Period; and
  - (d) any other matters which Baxter may require.

## 12 Relationship

The Parties are independent contracting parties, and nothing in this Agreement will make any Party the employee, partner, agent, legal representative, trust or joint venturer of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other.

## **13 Assignment**

Baxter may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. For the purpose of this clause, assignment will include any assignment by operation of law and change in control of a party.

## **14 Dispute resolution**

14.1 If any dispute or difference arises between the Parties as to:

- (a) either Party being unable to pay its debts as they fall due, become insolvent, a receiver is appointed or enters a formal arrangement with creditors; or
- (b) either Party committing any fundamental breach of the terms of this Agreement or any other breach where the breach is not capable of being remedied;

and the dispute or difference (“**Issue**”) is unable to be resolved by the Parties by negotiation within ten (10) Business Days from the date one Party receives notice in writing from the other Party giving details of the Issue then either Party may require that the Issue is referred to mediation.

14.2 The costs incidental to mediation, including but not limited to mediation fees and venue fees will be divided equally between the Parties. Notwithstanding this, each Party will bear its own legal costs incidental to the mediation, including costs between solicitor and client and costs of any experts a Party may elect to engage.

14.3 Nothing in this clause 14 will prevent a Party from seeking interlocutory relief from a court of appropriate jurisdiction.

## **15 Costs**

Each party will bear their own respective legal costs (as between solicitor and client) of and incidental to the negotiation, any variation and execution of this Agreement, and the enforcement or attempted enforcement of respective rights, remedies and powers under this Agreement, including referral of any Issue under this Agreement to mediation.

## **16 Termination**

16.1 Baxter may terminate this Agreement without cause with 90 days’ written notice.

16.2 Baxter may terminate this Agreement immediately with written notice to the Supplier if:

- (a) the Supplier commits a fundamental breach of any of its obligations under this Agreement, and such breach is not remedied (if capable of remedy) within seven (7) days of notice in writing from Baxter requiring that such breach be remedied;
- (b) the Supplier is in breach of any of its obligations under this Agreement, which breach is not a fundamental breach and such breach is capable of being remedied and has not been remedied within thirty (30) days of notice in writing from Baxter requiring that such breach be remedied;
- (c) for any reason the Supplier is no longer able to perform its obligations under this Agreement;
- (d) the Supplier becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of the Supplier; or
- (e) the Supplier ceases or threatens to cease carrying on business.

16.3 The Supplier may terminate this Agreement on immediately on written notice to Baxter if:

- (a) Baxter fails to pay or dispute any tax invoice in accordance with clause 5 and fails to remedy such breach within sixty (60) days of a notice from the Supplier requiring Baxter to remedy the same and stipulating that Baxter is in breach of this Agreement; or
- (b) Baxter becomes insolvent or goes into administration, receivership or liquidation or enters into any arrangement or composition with its creditors or any action is taken for the appointment of an administrator or official manager or receiver of the assets of Baxter.

16.4 Termination of this Agreement is without prejudice to any accrued rights of either party as at the date of termination.

16.5 Upon termination of this Agreement for any reason whatsoever, the Supplier must immediately return all of Baxter's property.

## **17 Entire Agreement**

This Agreement constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the Parties.

## **18 Variation**

This Agreement may be modified only in writing, signed by the authorised signatories of each Party.

## **19 Governing Law and Jurisdiction**

This Agreement is governed by the laws of the State of New South Wales and the Commonwealth of Australia. Each Party submits to the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

## **20 Partial Invalidity**

In the event of the invalidity of any part or provision of this Agreement such invalidity must not affect the enforceability of any other part or provision of this Agreement.

## **21 Survival**

Clauses 7 (Warranty), 8 (Insurance policies), 9 (Indemnity), 10 (Confidential Information), 14 Dispute Resolution, 24 (Notices) and clause 21 (Survival) survive the expiration and termination of this Agreement.

## **22 Waiver**

A Party's failure to exercise or delay in exercising a right or power does not operate as a waiver of that right or power and does not preclude the future exercise of that right or power.

## **23 Counterparts**

This Agreement may be executed in counterparts.

## **24 Notices**

24.1 Notices must be in writing. A notice may be delivered to a party by hand, by pre-paid ordinary post, or by facsimile to that party's address shown in this Agreement or to the alternate address notified to the party giving the notice.

24.2 A notice will be taken to be duly given and received:

- (a) if delivered by hand, when delivered;
- (b) if delivered by pre-paid ordinary post, on the second business day after posting; and
- (c) if delivered by facsimile, upon completion of transmission and receipt by the sender of the appropriate transmission report.

## EXECUTED as an Agreement

**SIGNED BY BAXTER HEALTHCARE** )  
**PTY LIMITED** by its Authorised )  
Signatory who signs in the presence )  
of:: )  
)

.....  
Witness

.....  
Name (please print)

.....  
Date

.....  
Authorised Signatory

.....  
Name (please print)

.....  
Date

**SIGNED BY [Insert Supplier Name]** )  
by its Authorised Signatory who signs )  
in the presence of:: )  
)

.....  
Witness

.....  
Name (please print)

.....  
Date

.....  
Authorised Signatory

.....  
Name (please print)

.....  
Date

**Schedule 1**  
**Statement of Work**

<b>Services:</b>	<b>[Specify:]</b>
<b>Products</b>	<b>[Specify:]</b>
<b>If applicable, identify by name specific employees of the Supplier to provide the Services.</b>	<b>[Specify:]</b>
<b>Deliverables, if any (including a process for measuring , accepting and time periods for achievement) :</b>	<b>[Specify:]</b>
<b>Specific Tasks/Milestones with scheduled</b>	<b>[Specify:]</b>

<b>completion dates:</b>	
<b>Hours of work:</b>	[Specify:]
<b>Fees:</b>	[Specify:  Hourly rate (if applicable):  Fixed fee (if applicable):  Payment Schedule:]
<b>Expenses:</b>	[Specify agreed out-of pocket expenses which  will be paid at cost, without mark-up:]



## Schedule 2

### Key Performance Indicators

Supplier Name:  
Review Period:  
Procurement Coordinator  
Stakeholder involvement  
Total Score:

	KPIs (Description)	Target	Measurement Responsibility	Method of Measurement	Performance ratings & Actions/ Comments 0= Minimum requirements 1= Meets Minimum requirements 2= Exceeds minimum requirements 3= Meets stretch requirements 4 = Exceeds stretch requirements	Weighting	Score
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							



## **SCHEDULE 3**

### **ETHICS & COMPLIANCE STANDARDS FOR BAXTER SUPPLIERS**

These standards apply to individuals/organizations that provide services, raw material, active ingredients, components, finished goods, or other products ("Suppliers"). Where they exist, the Supplier's own written ethics and compliance standards may replace these Standards if they are consistent with these standards and are incorporated into a written agreement between Baxter and Supplier.

#### **ADHERANCE TO APPLICABLE LAWS & REGULATIONS**

- Suppliers must comply with the applicable laws, rules, regulations, and ethical standards of the country in which they operate, applicable U.S. laws, as well as these Standards.

#### **PROHIBITION OF BRIBES, KICKBACKS, UNLAWFUL PAYMENTS, AND OTHER CORRUPT PRACTICES**

- Suppliers are prohibited from directly or indirectly paying anything of value to a government official in order to:
  - Win or retain business or to improperly influence the act or decision of any government official, political party, candidate for political office, or official of a public international organization;
  - Gain an improper advantage; or
  - Illegally influence the action of any individual, customer, company, or company representative.
- Suppliers are required to keep accurate and transparent records that reflect actual transactions and payments.
- While Baxter observes local business customs and market practices, neither Baxter nor any Supplier shall participate in any corrupt, unethical or illegal practices.

#### **ACCURACY OF BUSINESS RECORDS**

- All financial books and records must conform to generally accepted accounting principles.
- Supplier records must be accurate in all material respects.
  - Records must be legible, transparent, and reflect actual transactions and payments.
  - Do not hide, fail to record, or make false entries.

#### **INTERACTIONS WITH HEALTHCARE PROFESSIONALS**

- When engaged with healthcare professionals or patients on behalf of Baxter, all suppliers, dealers, distributors, agents and other third parties must adhere to any industry standard of conduct that apply to them (such as AdvaMed and EFPIA Code of Practice.)
- Any payment or benefit provided to a healthcare professional on behalf of Baxter must comply with the

policy for the country or region in which the healthcare professional resides and/or practices medicine.

#### **FAIR COMPETITION AND ANTITRUST**

- Suppliers must comply with all applicable laws and regulations regarding fair competition and antitrust.

#### **INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION**

- All Suppliers requiring the exchange of confidential information with Baxter are required to execute a confidentiality agreement with Baxter in advance.
- Exchange of confidential information is limited to that required to fulfill contracted performance requirements.
- Suppliers shall not share Baxter's intellectual property or confidential information or any other information that they acquire with respect to Baxter's business (including information developed by Suppliers and information relating to products, customers, suppliers, pricing, costs, know-how, strategies, programs, processes, and practices).
- Suppliers must immediately report unauthorized disclosure of Baxter's confidential information, whether inadvertent or not, through the Ethics & Compliance Helpline at [www.baxter.com/compliance](http://www.baxter.com/compliance).

#### **DATA PRIVACY**

- Supplier must abide by applicable data privacy laws and regulations when handling personal information.
- Suppliers must immediately report unauthorized use, disclosure, or loss of Baxter related personal information through the Ethics & Compliance Helpline at [www.baxter.com/compliance](http://www.baxter.com/compliance).

#### **EMPLOYMENT PRACTICES GUIDELINES**

- Suppliers must treat Baxter employees with dignity and respect.
- Suppliers must comply with all applicable Employment laws and regulation including statutes prohibiting discrimination in the workplace.
- Suppliers shall not possess, use or sell illegal drugs on Baxter property or perform their work under the influence of alcohol or illegal drugs.
- Suppliers will not produce or manufacture goods or services using forced or indentured child labor. Regular full-time employees are to be at least 18 years of age. Suppliers must disclose the existence of part-time work, summer jobs, or apprenticeship programs for individuals under the age of 18 to Baxter's management.
- Baxter does not permit intimidation or hostility and will not tolerate any behavior from a supplier that might harass, disrupt or interfere with another person's ability to work.

#### **CONFLICTS OF INTEREST**

- A conflict of interest arises when personal interests or activities influence, or appear to influence, the ability to act in the best interests of Baxter. Some situations that could cause a conflict of interest include:
  - Having a significant financial investment in any company that competes, does business, or seeks to do

business with Baxter. A significant financial interest includes voting control, or an ownership of more than 1% of the outstanding capital of a business, or an investment that represents more than 5% of the investor's total assets.

- Providing similar services for direct competitors of Baxter, with access to confidential or competitive information.
- When family members (or domestic partners, or those personally close to you) work for Baxter, another Baxter supplier, Baxter customer or Baxter competitor.
- Suppliers must disclose any apparent or actual conflicts of interest to Baxter's management. If Baxter management approves an apparent or actual conflict, the approval decision must be documented.

## **MOBILE DEVICES, ELECTRONIC MEDIA, INTERNET AND E-MAIL USE**

In those circumstances where Suppliers have access to Baxter's electronic environment (Intranet, e-mail, voicemail or other), Suppliers shall:

- Protect Baxter's confidential information and electronic media;
- Encrypt or password protect data;
- Keep mobile devices with you or locked while traveling;
- Comply with local data protection laws;
- Use these tools for Baxter business purposes only; and
- Use these tools consistent with Baxter's Global Acceptable Use of Information and Technology Policy including:
  - Do not knowingly download, view or forward materials of a discriminatory, harassing, threatening, sexual, pornographic, racist, sexist, defamatory or otherwise offensive nature. Electronic media must be primarily used for business purposes.
  - Do communicate protected information (personal or trade secret) in a way that recognizes the sensitivity of the information, possibility of unauthorized access, and compliance to local data protection laws. Suppliers will be responsible for keeping Baxter-given password(s) secret.
  - Realize that documents, software, e-mails and other web pages could bring damaging computer viruses into Baxter's network. Do not knowingly detach, decompress, run/launch or install any files or programs on Baxter's systems or open attachments that have damaging computer viruses. Do not download or disseminate any material from the Internet unless the copyright owner has provided consent.
  - Adhere to the timing and methods for retention and elimination of Baxter company data stored on electronic media.

## **TRADE COMPLIANCE**

- Suppliers must comply with the letter and spirit of all applicable import and export controls, sanctions, and other trade compliance laws of the United States and the laws of the applicable country(ies) where the transaction(s) occur(s).

## **ENVIRONMENT, HEALTH & SAFETY**

- Suppliers are expected to comply with all applicable laws and regulations regarding environment, health and safety.
- Suppliers working with Baxter or onsite at a Baxter location must work in a way that assures their own safety and the safety of others and in compliance with applicable Baxter and governmental environmental, health and safety requirements. Any emergencies that may impact Baxter must be reported promptly.

## **GIFTS & ENTERTAINMENT**

Gifts and entertainment are not needed in order to conduct business with Baxter and are highly discouraged.

- The following situations are always inappropriate and are expressly prohibited:
  - Giving a gift, entertainment, or preferred treatment with the intention of trying to influence the decision-making objectivity of a Baxter employee.
  - Offering any gift, entertainment, or preferred treatment while involved in a current purchasing or contracting decision process. (RFI, RFQ, RFP).
  - Any gift of currency including "gift cards".
  - Offering entertainment where the Supplier will not be present/represented (e.g., sports/event tickets).
  - Offering extravagant recreational outings, travel, or lodgings at supplier sponsored events.
- On a rare and infrequent basis Baxter employees may accept very modest gifts, entertainment, or other business courtesies if it helps improve the business relationship and they would be able to reciprocate in equal value.
- Baxter employees are not permitted to solicit suppliers for gifts including gifts to support charitable causes.
- Suppliers shall not offer an opportunity to purchase products, services, or a financial interest to any Baxter employees under terms not available to all Baxter employees.

## **RESOURCES**

- If you need additional information or guidance on these standards, or wish to report a potential violation, contact Baxter's Ethics & Compliance Helpline [www.baxter.com/compliance](http://www.baxter.com/compliance).
- Additional supplier information can be found at [Baxter.com](http://Baxter.com)

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