

**Pharmaceutical Supply Chain Initiative  
MEMBERSHIP AGREEMENT**

This is a MEMBERSHIP AGREEMENT ("Agreement"), dated as of \_\_\_\_\_ by and between the Pharmaceutical Supply Chain Initiative ("PSCI"), a Pennsylvania nonprofit corporation, and

INSERT COMPANY NAME: \_\_\_\_\_, (the "Applicant")

INSERT COMPANY DESCRIPTION: \_\_\_\_\_

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WHEREAS, the Applicant desires to become a member of PSCI; and

WHEREAS, PSCI is willing to admit the Applicant as a member of PSCI on the condition that the Applicant agrees to be bound by the terms and conditions contained herein;

NOW THEREFORE, the parties hereto, in consideration of the covenants contained herein and intending to be legally bound, hereby agree to the following:

- 1. Requirements.** The Applicant hereby agrees to (i) pay such annual dues and assessments for the year 2020 and following as may be set from time to time by the Board of Directors of PSCI (the "Board of Directors") in accordance with the Articles of Incorporation of PSCI (the "Articles of Incorporation") and the Bylaws of PSCI (the "Bylaws"), (ii) adhere to the provisions in force at the time of the Articles of Incorporation, the Bylaws, the Antitrust Policy on the website of PSCI, the PSCI Principles on the website of PSCI, this Agreement, and any other agreement with or related to PSCI to which the Applicant is a party (collectively, the "PSCI Documents"), and (iii) adhere to all of the requirements of the Pennsylvania Nonprofit Corporation Law of 1988, as amended, and any other applicable federal or state laws and regulations. The Applicant further acknowledges receipt of all of the PSCI Documents and has read and agrees to be bound by their terms and conditions, including any properly authorized changes made thereto after the date of this Agreement.
- 2. Termination.** This Agreement shall terminate upon the earlier of the termination of the Applicant's membership in accordance with the Bylaws or the removal of the Applicant as a member by the Board of Directors in accordance with the Bylaws.
- 3. Survival.** The provisions of the PSCI Documents intended to survive termination (including Sections 4 and 5 of this Agreement) shall survive the termination of this Agreement.
- 4. Responsibility; Limitation of Liability.** The Applicant agrees to individually utilize at its own risk the self-assessment questionnaires, audit reports, corrective action plans, and any other data and information generated as a result of the activities of PSCI, and to assume all responsibility for its utilization of all such reports and information. The Applicant further expressly acknowledges and agrees that PSCI shall have no liability or responsibility for the Applicant's compliance or certification of compliance with any federal, state, local or other governmental codes or regulations of any kind. Without limiting the generality of the foregoing, the Applicant expressly acknowledges and agrees that no information provided by PSCI or activities of PSCI is intended to assure or otherwise warrant that any regulatory

agency will determine the Applicant to be in full compliance with applicable rules and regulations.

**5. Indemnification.** The Applicant shall indemnify, defend, and hold harmless PSCI and its directors, officers, employees, and agents from and against any and all liabilities, claims, demands, losses, costs, and expenses (including attorneys' fees and court costs), damages, suits, actions, proceedings, obligations, and liabilities ("Claims") of whatever character (including without limitation personal injury (fatal or nonfatal); property damage; economic damage or the like; or claims of any other nature) to the extent arising from or connected in any way with the Applicant's use or misuse of the self-assessment questionnaires, audit reports, corrective action plan reports, or any other information generated as a result of the activities of PSCI.

**6. Publicity; License.**

(a) The Applicant hereby grants PSCI a revocable, nontransferable, nonexclusive, royalty-free license to use the Applicant's name and logo on the PSCI website and in PSCI written materials solely for the purpose of identifying the Applicant as a member of PSCI. Except as otherwise provided in the foregoing sentence, PSCI is not granted any license to or rights in the Applicant's intellectual property.

(b) PSCI hereby grants the Applicant a revocable, nontransferable, nonexclusive, royalty-free license to use PSCI's name and logo on the Applicant's website and in the Applicant's written materials solely for the purpose of identifying the Applicant as a member of PSCI. Except as otherwise provided in the foregoing sentence, the Applicant is not granted any license to or rights in PSCI's intellectual property.

(c) The licenses granted pursuant to this Section 6 shall automatically terminate and be of no force or effect upon the termination of this Agreement in accordance with Section 2.

**(d) Personal data:** In order to deliver the service we provide to members, PSCI will collect and share personal information\* (for you and any colleagues that you involve in the initiative) with other PSCI members and a select number of service delivery partners, including the Secretariat, our accounting firm and online community platform developers. The [PSCI Privacy Policy](#) contains more detail on how we use and protect personal information. The applicant has read the PSCI Privacy Policy and understands that PSCI will use personal data in this way.

*\* limited to forename, surname, title, business contact details (email, telephone number, company, address), and photograph*

**7. Conduct during Meetings; Use of Contact Information.** The Applicant agrees:

(a) That it will comply with the Antitrust Policy of PSCI in all respects;

(b) That it will not engage in any advertising or promotional activities during any meetings of the PSCI members; and

(c) Not to use any non-public contact information obtained through its PSCI membership for advertising or promotional purposes.

**8. Assignability.** Neither this Agreement, nor any of the rights or obligations hereunder, may be assigned by the Applicant except in connection with the transfer of the Applicant's membership in accordance with the Bylaws.

**9. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, this Membership Agreement has been executed on behalf of the parties hereto by their respective duly authorized officers, all as of the day and year first above written.

**Applicant:**

Company Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

***Pharmaceutical Supply Chain Initiative:***

By (Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_