

STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 20, 2006

**NOTICE
 OF
 CONTRACT NO. 071B6200189
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Sanofi Pasteur, Inc Discovery Drive Swiftwater, PA 18370-0187 www.vaccineshoppe.com	TELEPHONE: Tami Binder Ph 570-839-7187 Fx 800-561-1216
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-4245 Darleen Burnham-Heim, CPPB
Contract Compliance Inspector: Darleen Burnham-Heim Fluzone Influenza Vaccine – Statewide Usage for 2006/2007 Inoculation Year	
CONTRACT PERIOD: From: January 15, 2006 To: December 31, 2006	
TERMS Net 30 Days – 2% savings for on-line ordering	SHIPMENT As Specified
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

The terms and conditions of this Contract are those of Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP)'s Contract #MMS26001. This contract is between MMCAP and Sanofi Pasteur, Inc. In the event of any conflicts between the specifications, terms and conditions indicated by MMCAP and those indicated by the vendor, those of MMCAP take precedence.

Products:

1. **Fluzone Influenza Vaccine (10 dose vials)**
2. **Fluzone, No Preservatives (Luer-Lok syringes)**
3. **Fluzone, Pediatric Dose (Luer-Lok syringes)**

Attachments:

- **MMCAP Contract #MMS26001**
- **Ordering Information**
- **Sanofi Pasteur Press Release**

Estimated One (1) Year/Season Contract Cost: \$83,000.00



MMCAP Contract No. MMS26001

**STATE OF MINNESOTA
MINNESOTA MULTISTATE CONTRACTING ALLIANCE FOR PHARMACY
Influenza Vaccine**

This contract is between the State of Minnesota, acting through its Commissioner of Administration, on behalf of Minnesota Multistate Contracting Alliance for Pharmacy ("MMCAP") and **Sanofi Pasteur Inc.** ("Vendor").

Under Minn. Stat. § 16C.03, the Commissioner of Administration on behalf of MMCAP is empowered to engage such assistance as deemed necessary.

MMCAP is a group purchasing organization which contracts for pharmaceuticals for its members' use. Participation in MMCAP is limited to facilities within member states that are specifically permitted by the member state's statutes to purchase goods from the member state's contracts. Participation is generally available to facilities run by state agencies, cities, townships, and counties ("MMCAP Participating Facilities").

The Vendor wishes to contract with MMCAP to supply influenza vaccine.

Contract

1 Term of Contract

1.1 **Effective date:** *January 15, 2006*, or the date the MMCAP obtains all required signatures under Minn. Stat. §16C.05, subd. 2, whichever is later.

1.2 **Expiration date:** *December 31, 2006*, or as cancelled pursuant to clause 17.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this contract: 5. Liability; 6. State Audits; 7. Government Data Practices and Intellectual Property; 8. Publicity and Endorsement; 9. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Contracted Vaccine

1. Manufacturer Name:	Sanofi Pasteur Inc.		
NDC #	49281-378-15	49281-006-25	49281-006-50
2. Product Name:	Fluzone® - Influenza Virus Vaccine		
3. Population Indication:	6 mo & older	6 – 35 months	36 mo & older
4. Container Type (e.g., vials/prefilled syringes):	5mL vial	.25mL syringe	.5 mL syringe
5. Container Size (e.g., 10 dose vial/pack of 10):	1	10	10
6. Price per container:	\$101.35* Non-returnable A federally mandated surcharge of \$7.50 per package will be added at time of	\$126.06* Non-returnable A federally mandated surcharge of \$7.50 per package will be added at time of invoicing.	\$136.35* Non-returnable A federally mandated surcharge of \$7.50 per package will be added at time of invoicing.



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	invoicing.		
7. Maximum quantity available to MMCAP members (# containers):	<u>247,500</u>	<u>750</u>	<u>5,000</u>
8. Proposed Delivery Schedule:	Partial by 9/30; balance by mid-November		

MMCAP Participating Facility Additional Requirement:

(The following information will be provided by MMCAP to its Participating Facilities in all publications.)

Purchaser represents and agrees that it will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the Agreement, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and Purchaser will take all appropriate steps to provide such patient, parent or guardian meaningful warnings relating to the risks and benefits of vaccination, in form and language understandable to such patient, parent, or guardian.

Product sold under the Agreement to Purchaser shall be for Purchaser's or its members' "own use" only and shall not be subject to resale. Therefore, the following certification will be included in the Agreement:

"Purchaser hereby certifies and represents to Sanofi Pasteur Inc. that it and any eligible member purchasing under this Agreement is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggist's Association vs. Abbott Laboratories et. al., and that the products are not for administration to persons who are not patients, physicians or employees of the Purchaser or such members or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, Purchaser will submit to Sanofi Pasteur Inc. an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this certification, if proven, shall be treated as a breach of the Agreement." Please remind the MMCAP participating facilities of this requirement.

As a matter of policy, Vendor does not re-ship any vaccine returned due to customer over-ordering, or double ordering from other suppliers. For this reason, Vendor asks that customers carefully consider their actual purchase request quantities.

Vendor will reserve 2,532,500 doses for MMCAP for the 2006/2007 influenza season. Vendor's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.

Vendor reserves the right to limit requests for MMCAP and/or its members by the higher of either (i) one hundred and fifty percent (150%) of a Member's original 2005 Fluzone request, prior to the imposition of Vendor's 2005 request limitations; or (ii) one hundred and fifty percent (150%) of the designated Vendor 2006 customer segment (CSEG) cap quantity.

Subject to product availability, pricing is valid for requests received before the cut-off date of May 31, 2006, or when Purchaser achieves its reserved doses of Fluzone vaccine, whichever comes first. After cut-off occurs, requests will be processed subject to availability. Pricing is subject to change after the order cut-off date.



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Should MMCAP choose to dual award this contract, MMCAP shall be required to provide Vendor with a listing of orders received by the other awarded vendor(s) to determine if double booking has occurred. Vendor reserves the right to cancel orders for customers who have booked with more than one awarded vendor.

Distribution policy: All Purchasers/ordering agencies will receive a partial shipment by September 30, 2006, with the balance to be completed by mid-November 2006. Vendor reserves the right to schedule shipments and/or make partial shipments with prior notification.

Vendor reserves the right to cancel a member's prebook request when a member fails to respond to at least 2 shipping confirmation attempts made and documented by Vendor.

Fluzone vaccine is offered on a non-returnable basis only.

Payment terms are Net 30 days for any items shipped.

Fluzone vaccine requests must be placed on a direct basis only. Fluzone vaccine requests placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be honored.

Vendor shall be under no obligation to provide a specific item, which may be discontinued during the term of the Agreement.

Prebooking Process

Requests may be sent to: Customer Account Management
 Sanofi Pasteur Inc.
 Discovery Drive
 Swiftwater, PA 18370-0187
 Phone: 1-800-822-2463
 On-line: www.vaccineshoppe.com*
 Fax orders will not be accepted

*An additional 2% savings is currently available for all requests placed through Vaccineshoppe.com.

Prebooking will begin on Tuesday, January 31, 2006 at 12:00 noon (EST).

2.4 First DataBank, Inc. All contracted products must be included in the database of First DataBank, Inc., unless such designation is expressly waived by an MMCAP authorized representative.

2.5 Contract Changes. This offer is made for direct purchase only.

2.6 MMCAP Participating Facilities. The Vendor must allow qualified new state agencies and political subdivisions joining MMCAP to be added to the current participants' list and access contract prices throughout the term of this contract. Some Participating Entities statutorily permit non-profit facilities to access the Participating Entity's contracts, thus permitting MMCAP membership. The MMCAP membership list distinguishes these facilities. As new facilities are added to MMCAP, the Vendor will be given 30 days, from date of notification, to implement coverage for the newly participating facility.

MMCAP reserves the right to add and delete other members, state and political subdivision facilities, during the life of this contract, however, Vendor retains the right to determine which MMCAP members may receive its pricing.

2.7 Reports.

Vendor must supply MMCAP with regular updates during prebooking. Upon completion of prebooking and again within 30 days of Vendor's final shipment, Vendor must submit to MMCAP a final sales report to Mn.MMCAP@admin.state.mn.us. This report **must** contain the following:

- a) DEA/HIN; b) Facility name; c) Address; d) City; e) State; f) Zip; g) Product's 11 digit NDC; g) Products trade name; h) Quantity sold; i) Price per container; and j) Total Sales total in dollars.



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2.8 DEA Number and HIN Numbers. Unless the MMCAP Participating Facility purchases controlled substances, the Vendor may not require that an MMCAP Participating Facility have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from MMCAP Participating Facilities.

2.9 Own Use. All items acquired by MMCAP Participating Facilities under this contract are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.

2.10 Direct Contracts with Member Facilities. MMCAP does not authorize any direct contracts with its members using "MMCAP Pricing." Any direct contracts between the Vendor and a Participating Facility may not refer to the pricing as "MMCAP Pricing."

3 Authorized Representatives. MMCAP's Authorized Representative is the Assistant Division Director, Materials Management Division, Department of Administration, 50 Sherburne Avenue, St. Paul, MN 55155 (MMCAP Manager).

The Vendor's Authorized Representative is Tami M. Binder.

4 Assignment, Amendments, Waiver, and Contract Complete

4.1 Assignment. Neither the Vendor nor MMCAP may assign or transfer any rights or obligations under this contract without the prior consent of the parties and a fully executed Assignment Agreement.

4.2 Amendments.

4.2.1 Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office. As required by State of Minnesota policy, amendments will be drafted by MMCAP.

4.2.2 Member states may prepare a Participating Addendum to this contract, if required. Participating Addendum is an instrument that may be used in limited circumstances where the standard MMCAP contract terms and conditions do not include provision(s) required by the laws of the member state or when the standard MMCAP contract terms and conditions conflict with the laws of the member state. If these circumstances exist, a member state may prepare a Participating Addendum to set forth additional or altered terms and conditions agreeable to the member state, the Vendor, and MMCAP. The Participating Addendum applies only to the relationship between the state initiating the addendum and the Vendor. A Participating Addendum does not affect the rights of the other states or the obligation of the Vendor to the other states. The member state is responsible for creating and negotiating any Participating Addendum and must notify the MMCAP Authorized Representative and provide a copy of the Participating Addendum for approval prior to its execution.

4.3 Waiver. If MMCAP fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

4.4 Contract Complete. This contract contains all negotiations and agreements between MMCAP and the Vendor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

5 Liability. The Vendor must indemnify, save, and hold MMCAP, its agents, and employees harmless from any claims or causes of action, including attorneys' fees incurred by MMCAP, arising out of the performance of this contract by the Vendor or the Vendor's agents or employees; or injury or death to person(s) or property, alleged to have been caused by some defect in products under this contract, when the product has been supplied by and dispensed strictly in accordance with federal, state, and local regulations and the applicable provisions of the package insert. This clause will not be construed to bar any legal remedies the Vendor may have for MMCAP's failure to fulfill its obligations under this contract.

Pursuant to the Minnesota Constitution Article XI § 1, MMCAP is not permitted to indemnify the Vendor.

6 State Audits. Minn. Stat. § 16C.05, subd. 5, requires that the books, records, documents, and accounting procedures and practices of the vendor relevant to this contract are subject to examination by MMCAP and either the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.



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7 Government Data Practices and Intellectual Property

7.1. Government Data Practices. The Vendor and MMCAP must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MMCAP under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Vendor or MMCAP.

If the Vendor receives a request to release the data referred to in this clause, the Vendor must immediately notify MMCAP. MMCAP will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

7.2. Intellectual Property Indemnification.

The Vendor warrants that any materials or products provided or produced by the Vendor or utilized in the performance of this contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against MMCAP, MMCAP will promptly notify the Vendor.

If such a claim of infringement has occurred, or in the Vendor's opinion is likely to occur, the Vendor must either procure for MMCAP the right to continue using the material or product or replace or modify materials or products. If an option satisfactory to MMCAP is not reasonably available, MMCAP will return the materials or products to the Vendor, upon written request of the Vendor, and at the Vendor's expense.

8 Publicity and Endorsement

8.1 Publicity. Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Authorized Representatives. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

8.2 Endorsement. The Vendor must not claim that MMCAP endorses its products or services.

9 Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. Except to the extent that the provisions of this Agreement are clearly inconsistent therewith, this contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent this contract entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the UCC except when to do so is unreasonable.

10 Antitrust. The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

11 Force Majeure. Vendor shall not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond Vendor's reasonable control including, but not limited to (a) an actual or potential national shortage of influenza vaccine, (b) actions by federal, state or local governmental agencies, units, bodies or officials relating to an actual or potential national shortage of influenza vaccine, including but not limited to orders, guidelines, recommendations or requests to limit, alter or change vaccine sales or distribution or to limit the persons who should be vaccinated; (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, war, riots, civil commotion, embargoes, acts of terrorism or martial laws, (d) Vendor's inability to obtain necessary materials from its usual sources of supply, (e) shortage of labor, raw material, production or transportation facilities or other delays in transit, (f) labor difficulty involving employees of Sanofi Pasteur Inc. or others, (g) fire, flood or other casualty, or (h) other contingencies of manufacture or shipment. In the event of any delay in Vendor's performance due in whole or in part to any cause



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beyond Vendor's reasonable control, Vendor shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any vaccine, or any other materials used in the production thereof, reasonably available to Vendor shall be less than its total needs to fulfill orders or prebook requests for vaccine, Vendor may allocate its available supply of any such vaccine among its existing or prospective buyers and/or its affiliates in such manner as Vendor deems proper, without thereby incurring liability for failure to perform under this Agreement.

12 Severability. If any provision of the resulting Contract, including items incorporated by reference, is found to be illegal, unenforceable or void, then both MMCAP and the Vendor will be relieved of all obligations arising under such provisions; if the remainder of the resulting contract is capable of performance it will not be affected by such declaration or finding and must be fully performed.

13 Default and Remedies. Either of the following constitutes cause to declare the contract or any order under this contract in default:

- (a) Nonperformance of contractual requirements; or
- (b) A material breach of any term or condition of this contract.

Written notice of default, and a reasonable opportunity to cure, must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages.

If the default remains after the opportunity for cure, the nondefaulting party may:

- (a) Exercise any remedy provided by law or equity;
- (b) Terminate the contract or any portion thereof, including any orders issued against the contract; or
- (c) Impose liquidated damages, as specified in the solicitation or contract.

14 Certification.

Vendor certifies that it is in compliance with the Food and Drug Administration's current "Good Manufacturing Practices" (cGMP) (as codified in 21 C.F.R. § 201-211) and the current United States Food, Drug, and Cosmetic Act.

15 Data Disclosure. In the event MMCAP obtains the Vendor's Federal Tax Identification Number, the Vendor consents to disclosure of its federal employer tax identification number to federal and State of Minnesota agencies and personnel involved in the payment of State of Minnesota obligations. These identification numbers may be used in the enforcement of federal and State of Minnesota laws that could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16 Insurance Requirements. Deleted in its entirety.

17 Cancellation. MMCAP or the Vendor may cancel this contract at any time, with or without cause, upon 60 days' written notice to the other party. In the event of such a cancellation, the Vendor will be entitled to payment, determined in a pro rata basis, for work or services satisfactorily performed or products supplied through the contract cancellation date.

18 REPORTING. Should a contract result, Vendor Pasteur will provide periodic reports to MMCAP throughout the prebook season so you may gauge the progress against the maximum quantity commitment as well as be able to remind those customers who have not prebooked to do so, if applicable. We will also provide a report shortly after the close of the prebooking season (i.e., May 31st) so you have a clear record of all orders received under the contract. Additionally, we will provide shipping reports during the shipping season and one final report when shipping is complete. The goal of these comprehensive reports is to constantly update MMCAP and give MMCAP the information needed to be able to answer questions from participating facilities should they arise.



MMCAP Contract No. MMS26001

1. Sanofi Pasteur Inc.

By: *Frank Epifano*
Frank Epifano
Title: Vice President, Finance US
Date: 1/16/06

1a. Sanofi Pasteur Inc.

By: *Damian Braga*
Damian Braga
Title: President, US
Date: 1/17/06

2. MMCAP

in accordance with Minn. Stat. § 16C.03, subd. 3
By: *Sara Tunbow*
Title: Acquisition Management Specialist, Sr.
Date: 1-23-06

3. Commissioner of Administration
Pursuant to Delegation

By: *Heather Chidatt*
Date: Jan. 23, 2006



2006-2007 Influenza Vaccine Ordering Information
Updated February 21, 2006
All Changes are Underlined

If you have any questions, contact the manufacturer or distributor.

<p>ASD HEALTHCARE</p> <p>Contract #: MMS26002</p> <p>Product #1 GSK Influenza Vaccine (Formerly IDB)</p> <p>Indication: <u>Pending FDA Approval</u></p> <p>Pricing: All products are non-returnable 10 dose vial \$97.37 per vial + \$7.50 Excise Tax = Total \$104.87</p> <p>Product #2 Chiron's Fluvirin®</p> <p>Indication: 4 years of age and older.</p> <p>Pricing: All products are non-returnable 1) 10 doses per vial \$97.37 per vial + \$7.50 Excise Tax = Total \$104.87</p> <p>2) Chiron's Pre-filled Syringes</p>	<p>FFF ENTERPRISES, INC.</p> <p>Contract #: MMS2003</p> <p>Product: Chiron's Fluvirin®</p> <p>Indication: 4 years of age and older.</p> <p>Pricing: All products are nonreturnable</p> <p>1) Chiron's Fluvirin® 10 dose vial \$103.40 per vial + \$7.50 Excise Tax = Total \$110.90. Limited to 2.5 million doses.</p> <p>2) Chiron's Fluvirin® Pre-filled Syringes (0.5ml/10/Bx Syringes) \$127.43 per box of 10 syringes + \$7.50 Excise Tax = \$134.93. Limited to 500,000 doses.</p> <p>Prebooking: Begins immediately and ends when product is no longer available.</p> <p>Pre-book order forms are available on www.mmcap.org in "Member News" under "Supporting Documents".</p>	<p>McKESSON</p> <p>Contract #: MMS26004</p> <p>Product: <u>GSK Influenza Vaccine (Formerly IDB)</u></p> <p>Indication: <u>Pending FDA Approval</u></p> <p>Pricing: All products are non-returnable 10 dose vial \$96.54 per vial + \$7.50 Excise Tax = Total \$104.04</p> <p>Limited to 100,000 vials</p> <p>Prebooking: Begins <u>immediately</u> and ends <u>June 30, 2006</u>. Call at 800-328-8111 x 6295.</p> <p><u>For information on the pre-book order forms, see below.</u></p> <p>Modifications/Cancellations: Cancellations or modifications to orders must be made prior to</p>	<p>SANOFI PASTEUR INC.</p> <p><u>NO LONGER AVAILABLE. ALL PRESENTATIONS ARE PREBOOKED.</u></p> <p>Contract #: MMS26001</p> <p>Product: Fluzone®</p> <p>Indication: 6 months and older <i>depending upon the product, see below.</i></p> <p>Pricing: All products are non-returnable</p> <p>1) Fluzone® Influenza Virus Vaccine 6 months of age and older 5ml 10-dose vial \$101.35 + \$7.50 Excise Tax = \$108.85 Capped at vials 247,500 vials.</p> <p>2) Fluzone® Influenza Virus Vaccine, No Preservative</p>
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<p>(0.5ml/10/Bx Syringes)</p> <p>\$124.48 per box of 10 syringes + \$7.50 Excise Tax = \$131.98</p> <p>Prebooking: Begins Immediately and ends May 1, 2006, or when the number of vials allotted to MMCAP are pre-booked (1.5 million doses), whichever is earlier.</p> <p>Live: 1-(866)-281-4FLU(4358) Monday - Friday 7 a.m. to 6 p.m., Central Time.</p> <p>On-line: www.fluvaccine.net</p> <p>Fax: 1-800-547-9413 ASD's pre-book order form is available on www.mmcap.org in "Member News" under "Supporting Documents".</p> <p>Be sure to place orders in terms of the number of 10-dose vials required, not in terms of the number of doses.</p> <p>Facilities that did not order last year will be required to complete a business application if an existing account is not set up or has been inactive for greater than one year.</p> <p>Modifications/Cancellation: Orders may be modified or cancelled by ordering facility until August 1, 2006. All Influenza vaccine is non-returnable after it has been shipped.</p> <p>Delivery:</p>	<p>Mail: FFF ENTERPRISES, INC. Customer Service 41093 County Center Drive Temecula, CA 92591 Live: Phone: (800) 843-7477 Fax: (800) 418-4333 Internet: www.fluvaccine.net</p> <p>Modifications/Cancellation: Cancellations or modifications to orders must be made prior to August 1, 2006. No modifications or cancellations will be permitted after that date.</p> <p>Order confirmations will be provided after placement of orders and will either be faxed or e-mailed out to customers.</p> <p>A new account form will be provided and sent out by FFF to any MMCAP members who are new customers to FFF. New customer account requests will be processed immediately following the completion of new account forms and notification of account status.</p> <p>Product purchased is for use by the MMCAP members only and shall not be resold or redistributed other than to facilities owned by the MMCAP members.</p> <p>Distribution Distribution of all influenza vaccine will be shipped to MMCAP members in a specially designed and validated refrigerated container and will be shipped at no charge, either overnight or second day delivery.</p> <p>In an effort to allow all members an opportunity to serve the needs of high-risk patients, it is FFF's goal to fulfill all orders with an initial, partial shipment of flu vaccine as early in the season as possible. At this time, it is anticipated that an initial, partial</p>	<p>shipment.</p> <p>Delivery: Partial shipment by October 15, 2006, with the balance to be completed by December 15, 2006. The schedule is based on availability of product from the manufacturer.</p> <p>Prebooking Forms: There are 2 forms McKesson needs for pre-booking flu vaccine. Both forms can be downloaded from the MMCAP website, www.mmcap.org, under these headings: <u>MEMBER NEWS, SUPPORT DOCUMENTS, MCKESSON.</u></p> <p>1) Pre-Booking Form What is it? The Pre-Booking Form tells McKesson the MMCAP facility information such as account name, account #, address, and contact. The sheet also communicates the number of vials to be pre-booked/reserved.</p> <p>Your MMCAP account # is available to you on the MMCAP website! http://www.mmcap.org/Default11.htm (See <i>What is MMCAP & Membership?</i> then <i>Participating Facilities by State</i>.) See the Excel spreadsheet. It lists, by facility, each MMCAP account#. If your facility does not yet have an MMCAP account number assigned, contact your specific state's link or call MMCAP. Write "unknown" on the MCK form.)</p> <p>If you do not know your McKesson account #, write "unknown."</p> <p>2) Letter of Affiliation What is it? The Letter of Affiliation is proof that the address/location/facility to which we are shipping is affiliated with a licensed medical practitioner.</p> <p>McKesson needs the name of the licensed practitioner (does not have to be a doctor -- can</p>	<p>36 months of age and older 10 Luer-Lok™ syringes (0.5ml)/package \$136.35 + \$7.50 Excise Tax = \$143.85 Capped at 5000 packages.</p> <p>3) Fluzone® Influenza Virus Vaccine, No Preservative: Pediatric Dose 6 months to 35 months of age 10 Luer-Lok™ syringes (0.25ml)/package \$126.06 + \$7.50 Excise Tax = \$134.56 Capped at 750 packages.</p> <p>Federal Excise Tax is shown above.</p> <p>Payment terms are Net 30 days for any items shipped.</p> <p>Prebooking: Begins at noon eastern time, January 31, 2006, with a cutoff date of May 31, 2006, or when MMCAP achieves its reserved doses, whichever occurs first. After cutoff occurs, requests will be processed subject to availability.</p> <p>Ordering Process: Orders, which are placed on a direct only basis, may be processed by: Calling Customer Account Management, Sanofi Pasteur Inc., Discovery Drive, Swiftwater, PA 18370-0187 at Phone: 1-800-822-2463 On-line: www.vaccinesthopper.com * An additional 2% savings is available for all requests placed through Vendor's on-line channels.</p> <p>Fluzone® requests placed through the wholesaler chargeback mechanism are not permitted and chargebacks will not be</p>
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<p>No delivery date is guaranteed. ASD agrees to use all reasonable commercial effort to deliver all prebooked product to all members in good standing on or before November 1, of the pertinent influenza (Subject to any superseding requirement imposed by a Government authority, including, but not limited to, any requirement imposed in connection with an influenza epidemic or pandemic). ASD will notify members promptly of any delay in the delivery schedule, and the estimated extent of such delay. ASD will provide to all prebooked customers on or before July 31 prior to each influenza season a non-binding estimate of the percentage of that will be available by October 1 of such influenza season.</p>	<p>Based on the potential volatility in the flu vaccine market and manufacturers inability to provide a guarantee to supply provision, Vendor cannot offer a failure to supply and/or prompt shipment guarantee. If vaccine supply is limited through no fault of Vendor and is inadequate to meet demand, Vendor will work in conjunction with MMCAP to obtain alternative supply.</p>	<p>shipment will be followed by one final shipment and an estimated target date for completion of all final shipments is the first week of November or sooner. A more precise breakdown will be provided to MMCAP members as the influenza shipment process commences and the manufacturers provide more details to FFF.</p> <p>Failure to Deliver FFF cannot guarantee the supply or availability of influenza vaccine and will have no liability for failure to supply influenza vaccine.</p> <p>Payment Terms Net 30 days</p>	<p>be a medical director, physician's assistant, or nurse practitioner), the license #, the expiration date, and the state issuing the license.</p> <p>Also, McKesson needs a signature. If the licensed practitioner is unavailable, you may sign for him/her and state next to the signature "By (your name), (your title)."</p> <p>Fax both forms to McKesson @ 1-866-889-4203. Further questions? McKesson Flu Vaccine Hotline = 1-800-328-8111 x 6295</p>	<p>honored.</p> <p>Delivery: Partial delivery by September 30, 2006, the balance by mid-November.</p> <p>Vendor's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps to influence the distribution of vaccine supplies.</p> <p>Vendor reserves the right to limit requests for MMCAP and/or its members by the higher of either (i) one hundred and fifty percent (150%) of a Member's original 2005 Fluzone request, prior to the imposition of Vendor's 2005 request limitations; or (ii) one hundred and fifty percent (150%) of the designated Vendor 2006 customer segment (CSEG) cap quantity.</p> <p>Additional Information: MMCAP Participating Facilities must agree with the following: "Purchaser represents and agrees that it will take all appropriate steps to assure that all products supplied hereunder pursuant to the terms of the Agreement, shall be administered to each patient on the basis of an individualized medical judgment by a physician; and Purchaser will take all appropriate steps to provide such patient, parent or guardian meaningful warnings relating to the risks and benefits of vaccination, in form and language understandable to such patient, parent, or guardian.</p> <p>Product sold under the Agreement to</p>
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			<p>Purchaser shall be for Purchaser's or its members' "own use" only and shall not be subject to resale.</p> <p>"Purchaser hereby certifies and represents to Sanofi Pasteur Inc. that it and any eligible member purchasing under this Agreement is a non-profit institution purchasing the products described herein for its own use as defined in Portland Retail Druggists' Association vs. Abbott Laboratories et. al., and that the products are not for administration to persons who are not patients, physicians or employees of the Purchaser or such members or for other nonexempt dispensation. Purchaser further certifies that, in the event of any nonexempt use of these products, Purchaser will submit to Sanofi Pasteur Inc. an accounting of such use, to be followed by an appropriate price adjustment. Additionally, violations of this certification, if proven, shall be treated as a breach of the Agreement." Please remind the MMCAP participating facilities of this requirement.</p> <p>As a matter of policy, Vendor does not re-ship any vaccine returned due to customer over-ordering, or double ordering from other suppliers. For this reason, Vendor asks that customers carefully consider their actual purchase request quantities.</p>
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**sanofi pasteur**
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Because health matters

P R E S S R E L E A S E

Sanofi pasteur Experiences Unprecedented U.S. Demand for Influenza Vaccine for 2006-2007 Influenza Season

Swiftwater, PA – February 1, 2006 – Recognizing Sanofi Pasteur Inc. as a reliable supplier of influenza vaccine, immunization providers contacted the company in record numbers yesterday requesting Fluzone[®], Influenza Virus Vaccine for the 2006-2007 season. During the first 30 minutes of accepting prebooking requests, the company received over 40,000 phone calls and more than 200,000 calls came in during the first eight hours.

As a result of the unprecedented demand, the company has committed all influenza vaccine doses planned for production for the next season except its no preservative Fluzone vaccine in pediatric doses.

Sanofi pasteur anticipated a surge in demand for its influenza vaccine and doubled the capacity of its phone lines and on-line ordering systems. Under normal conditions, the company receives an average of 1,500 customer calls per day. During the eight-hour period from noon to 8 PM yesterday, the company received as many calls as it normally receives in a six-month period.

The company plans to produce approximately 50 million doses of all Fluzone vaccine formulations for U.S. distribution by the end of October. Additional doses could be produced for delivery in November or December based on customer needs and production yields. To determine customer need, sanofi pasteur established a waiting list of customers who were unable to prebook and will contact those providers to offer the alternative of accepting later delivery. Customers willing to accept later delivery will have the option to cancel their request later in the year if they are able to obtain earlier delivery from another supplier. At this time, the company is no longer accepting additional customers on the waiting list.

The company is currently unable to supply the entire U.S. influenza vaccine market. However, based on public statements made by other influenza vaccine manufacturers, the company anticipates that there will be an adequate supply of vaccine to meet the nation's needs for the 2006-2007 season. Sanofi pasteur is sending apologies to its customers for the frustration they experienced in attempting to place their requests. Immunization providers who were unable to prebook their vaccine with sanofi pasteur will likely be able to look to other manufacturers to meet their vaccine needs.



In the coming season, sanofi pasteur will once again supply Fluzone vaccine across all segments of the nation's influenza immunization providers. These segments include both public and private sector providers. Private sector providers include large and small physician offices, hospitals, clinics, long-term care facilities, managed care organizations and community immunization providers. Included in the public sector are the military, Veteran's Administration Hospitals, the Vaccines for Children Program and Federal, state, county and city public health departments.

The process of placing prebooking requests for influenza vaccine is a critical step in preparing for the immunization season each year. This process provides an important and early pre-production assessment of the overall demand for the company's projected influenza vaccine supply before manufacturing begins. Sanofi pasteur has consistently increased influenza vaccine production and modified distribution plans in order to keep pace with the nation's growing and changing immunization needs. While sanofi pasteur is committed to supplying influenza vaccine, the company currently does not have the capacity to supply the entire U.S. market.

To help address the longer-term needs of the country, sanofi pasteur has begun construction of a new manufacturing facility that will double its capacity to produce influenza vaccine for both routine influenza immunization and in case of an influenza pandemic. The new facility is expected to come online for the 2008-2009 influenza season.

Safety Information

Fluzone vaccine is indicated in persons 6 months and older for active immunization against influenza virus types A and B contained in the vaccine. The most common local side effects are pain and swelling at the vaccination site that can last up to 2 days. Fever, malaise, myalgia and other systemic reactions can occur. Influenza vaccine should not be administered to anyone with a history of hypersensitivity to any vaccine component, including eggs, egg products, or thimerosal (the only presentation that contains thimerosal is the multidose vial). As with any vaccine, vaccination with Fluzone vaccine may not protect 100% of individuals. Because intramuscular injection can cause injection site hematoma, Fluzone vaccine should not be given to persons with any bleeding disorder, such as hemophilia or thrombocytopenia, or to persons on anticoagulant therapy unless the potential benefits clearly outweigh the risk of administration. If the decision is made to administer Fluzone vaccine in such persons, it should be given with caution, with steps taken to avoid the risk of hematoma formation following injection. Fluzone vaccine is manufactured and distributed by Sanofi Pasteur Inc. (formerly Aventis Pasteur Inc.).

About sanofi-aventis

The sanofi-aventis Group is the world's third-largest pharmaceutical company, ranking number one in Europe. Backed by a world-class R&D organization, sanofi-aventis is developing leading positions in seven major therapeutic areas: cardiovascular disease, thrombosis, oncology, metabolic diseases, central nervous system, internal medicine, and vaccines. The sanofi-aventis Group is listed in Paris (EURONEXT: SAN) and in New York (NYSE: SNY).

Sanofi pasteur, the vaccines business of the sanofi-aventis Group, sold nearly a billion doses of vaccine in 2004, making it possible to protect more than 500 million people across the globe, which is about 1.4 million per day. The company offers the broadest range of vaccines, providing protection against 20 bacterial and viral diseases. For more information, please visit: www.sanofipasteur.com

Forward Looking Statements

This press release contains forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements are statements that are not historical facts. These statements include financial projections and estimates and their underlying assumptions, statements regarding plans, objectives and expectations with respect to future operations, products and services, and statements regarding future performance. Forward-looking statements are generally identified by the words "expect," "anticipates," "believes," "intends," "estimates," "plans" and similar expressions. Although sanofi-aventis' management believes that



the expectations reflected in such forward-looking statements are reasonable, investors are cautioned that forward-looking information and statements are subject to various risks and uncertainties, many of which are difficult to predict and generally beyond the control of sanofi-aventis, that could cause actual results and developments to differ materially from those expressed in, or implied or projected by, the forward-looking information and statements. These risks and uncertainties include those discussed or identified in the public filings with the SEC and the AMF made by sanofi-aventis, including those listed under "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" in sanofi-aventis' annual report on Form 20-F for the year ended December 31, 2004. Other than as required by applicable law, sanofi-aventis does not undertake any obligation to update or revise any forward-looking information or statements.

Sanofi-aventis Group subsidiaries in the United States include Sanofi-Synthelabo Inc., Aventis Pharmaceuticals Inc. and Sanofi Pasteur Inc.

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