



With us, it's personal.

Rite Aid
EDI Trading Partner
Memorandum of Understanding

Date: _____

Company / Vendor Name: _____ Vendor No. _____

Address: _____

State, Zip: _____

Phone: _____ Email: _____

Dear Trading Partner:

On this date _____ Rite Aid (Rite Aid Hdqtrs. Corp.) requests your acceptance to exchange transactions electronically in accordance with Rite Aid's Electronic Data Interchange (EDI) policies and guidelines. Rite Aid will exchange transactions direct or through GXS Trading Grid Message Network with _____ (Trading Partner) with offices located at _____ and Rite Aid with offices located at 30 Hunter Lane, Camp Hill, PA 17011.

(A) Transactions. This Document applies to all current and future transactions, under ANSI ASC X12 004010 and 005010 standards and future version upgrades as well as, XML or flat file based transactions. All Network Identifiers and Qualifiers for Rite Aid and Trading Partner are expected to be exchanged in the *EDI Trading Partner Profile* document.

(B) Compliance with Rite Aid Supplier Compliance Guide, Supply Policy Agreement for Generic Pharmaceutical Supplier is expected; as well as EDI transaction specifications as specified on the Rite Aid EDI/B2B Trade Services web site <http://www.riteaidediservices.com/>. All transactions will be exchanged in accordance with published industry standards and guidelines for EDI as well as, general accepted industry practices.

(C) Testing. Rite Aid and Trading Partner will review the EDI transaction(s) during the testing period. For inbound transactions, Rite Aid's EDI Department should receive sufficient test data from Trading Partner to ensure compliance with Rite Aid's requirements. Further, Rite Aid will confirm that the EDI transaction will replace paper document currently provided by Trading Partner. For outbound transactions, Trading Partner will receive sufficient data from Rite Aid to ensure compliance with business requirements. Upon acceptance to production phase Trading Partner and Rite Aid agrees to exchange the EDI transaction(s) in place of paper documents.

(D) Standards/Version Upgrades. For transactions that Rite Aid exchanges, Rite Aid will notify Trading Partner appropriately of any version upgrades prior to any change. Rite Aid expects the same notification from Trading Partner for documents that Rite Aid receives.

(E) System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to exchange transactions in a secure and reliable manner in accordance with accepted industry standards.

(F) Verification. Upon proper receipt of any Transaction, the receiving party shall promptly transmit a functional acknowledgement in return. A functional acknowledgement shall constitute conclusive evidence a document has been properly received and whether any errors identified. For transactions which Rite Aid transmits to Trading Partner, Rite Aid expects to receive a functional acknowledgement (ANSI X12 997) within **twenty-four hours** of Rite Aid's transmission. For transactions that Rite Aid receives from Trading Partner, Rite Aid will transmit a functional acknowledgement to Trading Partner within twenty-four hours of receipt. Both the sender and receiver are expected to review 997s on a timely basis and react appropriately to any error conditions noted therein.

(G) Acknowledgement Monitoring. Rite Aid will monitor the performance of Trading Partner to ensure compliance with the above. Should any issues arise, Rite Aid expects prompt resolution from Trading Partner. Rite Aid expects the Trading Partner to monitor appropriately as well. (Refer to Appendix-A)

(H) Garbled/Partial Transmissions. If any transaction or file is received in an unintelligible, garbled or incomplete form, the receiving party shall promptly notify the originating party in order to rectify.

(I) Carbon Copy. For transactions from Rite Aid, the Trading Partner may authorize their Value-Added-Network to provide duplicate or 'carbon-copy' of transaction to other interested parties as deemed appropriate. Rite Aid will not authorize or support these requests directly.

(J) Transmission Times. Rite Aid will initiate EDI communications on an hourly basis with GXS Network. It is expected that Trading Partner will initiate EDI communications in a timely manner to as well for the timely exchange of transactions. If either party experiences an interruption or outage for any extended period it is expected that will be promptly communicated to the other party.

(K) Rite Aid EDI Program Guidelines. Trading Partner acknowledges receipt of Rite Aid EDI/B2B Implementation Guidelines and compliance expectations as contained in the Rite Aid EDI web site and compliance Guides previously mentioned..

(L) Security Procedures. Each party shall properly use those security procedures, which are reasonably sufficient to ensure that all exchanges and transmissions of transactions are authorized and protected from improper access and adhere to industry best practices security standards.

(M) Changes to Data. Rite Aid will not correct or alter any data in transactions received from Trading Partner. Rite Aid will notify Trading Partner of any data errors and will expect Trading Partner to correct and re-transmit data in a timely manner.

(N) Duplicate Data. Rite Aid will use unique interchange; group and transaction control numbers on outbound transmissions to Trading Partner and expects Trading Partner to provide unique numbers on transmissions to Rite Aid. Unique numbers are necessary to ensure detection of duplicate data.

Rite Aid will monitor Trading Partner data for duplicates and will notify Trading Partner immediately upon detection. Rite Aid expects Trading Partner to detect duplicate transmissions from Rite Aid and to notify immediately as well as, those that were not acknowledged with a Functional Acknowledgement (997).

(O) Public Interconnects. If your company uses an EDI Messaging Network other than GXS then Rite Aid will establish a "public network interconnect" between our Network and yours. Rite Aid expects your company to ensure that your Network uses appropriate controls and monitoring measures in order to achieve timely exchange of inbound and outbound transactions. Rite Aid agrees to do the same. Each side will be expected to resolve any problems or issues related to interconnect in a prompt manner.

(P) Other Important Documents. Please refer to the Rite Aid Supplier Compliance Guide and The Supply Policy Agreement for Generic Pharmaceutical Vendors. All EDI transactions are exchanged under terms and conditions of the Guide. To obtain a copy of the Guides, contact the Category Management Department or Pharmacy Purchasing Department.

(Q) Purchase Order Terms and Conditions. The Rite Aid EDI Purchase Order Terms and Conditions are contained in the Rite Aid Supplier Compliance Guide and The Supply Policy Agreement for Generic Pharmaceutical vendors. These terms and conditions shall be deemed part of and incorporated in each Rite Aid EDI Purchase Order. Also, with in the EDI Purchase Order a message segment is included referencing these guidelines.

(R) EDI Data Recovery/Restoration: The Networks our Trading Partner's use make available various reports and information to verify transmission status on EDI transactions and these are expected to be utilized for any issues. Contact your Network first if it is determined you need a retransmission of Rite Aid transactions. It is important that you are alert to the possibility of duplicate data or control numbers when retransmissions are requested and need to be addressed by your company.

(S) Data Sharing: EDI Transactions 830 and 852: If you receive from Rite Aid either or both of data sharing transactions of 830 DC Forecast or 852 DC Inventory – and utilize a third party it is expected that all data will be handled in a confidential manner and used by the Trading Partner for only the purpose intended as authorized by Rite Aid Replenishment/Supply Chain Department.

(T) Errors and omissions. Each party shall be responsible for correcting and resolving any errors or omissions that may occur in the exchange of any EDI transactions. Under certain conditions, Rite Aid may suspend or reject a transaction that is not in compliance with EDI specifications that cause operational impact on its processing systems. In those instances the Trading Partner will be advised to correct and resubmit the offending transaction.

Name/Title _____

Signature _____ Date _____

Please confirm acceptance and understanding of this letter and the referenced attachments by signing above.

Return a copy of this document to the Rite Aid EDI/B2B Department and keep a copy for your records.

Sincerely,
Rite Aid
EDI/B2B Department

*****Please return along with Trading Partner Form to the EDI/B2B Department *****
Fax: 717-975-8623
Email: edi@riteaid.com

Rev.01/2016

Appendix – A

RE: EDI Function Acknowledgement (FA 997) for Purchase Order Transaction (850) received from Rite Aid.

The purpose of this notice is to reaffirm our EDI policy and procedures as it pertains to the Rite Aid Purchase Order Transaction (850) and the return of the FA 997. The objective here is to insure we are advised of any EDI errors pertaining to the Purchase Order through the FA 997. We would like to reiterate the following:

A. General vendor requirements as it pertains to the EDI compliance and performance can be accessed through our Supplier Portal website at <http://extsupplier.riteaid.com>.

B. Current Purchase Order Transaction (850) mapping specifications have been recently updated and are available on our website through the Supplier Portal referenced above. Go to the section entitled *EDI/B2B Trade Services* as well as through our Fax-on-Demand service at 888-796-3686.

C. If a Purchase Order (850) is sent that fails EDI processing and validation, the vendor will be expected to return an EDI Functional Acknowledgement (FA 997) and adhere to the standards below.

1. **FA 997 with errors:** The following segments are to appear in the FA 997 identifying errors, and the location of each error.

AK2—will identify the transaction and the transaction ID number, the segment, record position, and Loop ID.

AK4—will identify the Element position and the ID number, syntax error code (which can be found in the X12 standards) and the data sent in error.

AK5—will contain an acknowledgment code of “E” (Document accepted with errors).

2. **FA 997 rejected Purchase Order:**

AK5—will contain an acknowledgment code of “R” (Document rejected)

Refer to the X12 standards reference guide for further explanation of the 997 Transaction and its elements.

D. After the initial notification, the error will be addressed and corrected.

E. If there is no response or corrective action to the reject notification, please email edi@riteaid.com or call for immediate action.

Rite Aid will adhere to the same policy stated above in section C1 and C2 for returning the Functional Acknowledgement (FA 997) for all transactions sent to us including the 810 invoices and 856 ASN. It will remain the responsibility of the vendor to monitor and correct the errors on the returned 997.