

UNITED STATES OF AMERICA
BEFORE THE FEDERAL TRADE COMMISSION

In the Matter of)
)
)
C.H. Boehringer Sohn AG & Co. KG)
a corporation.) File No. 1610077
)
)

AGREEMENT CONTAINING CONSENT ORDERS

The Federal Trade Commission, having initiated an investigation of the proposed acquisition by Proposed Respondent C.H. Boehringer Sohn AG & Co. KG of the animal business of Sanofi and it now appearing that Proposed Respondent is willing to enter into an Agreement Containing Consent Orders ("Consent Agreement") to divest certain assets and providing for other relief,

IT IS HEREBY AGREED by and between Proposed Respondent, by its duly authorized officers and attorneys, and counsel for the Commission that:

1. Proposed Respondent C.H. Boehringer Sohn AG & Co. KG is a corporation organized, existing, and doing business under and by virtue of the laws of the Germany with its principal offices located at Binger Strasse 173, Ingelheim am Rhein, Germany, 55216 and the address of its United States subsidiary, Boehringer Ingelheim Vetmedica, Inc., located at 3902 Genfeld Rd., St. Joseph, Missouri 64506.
2. Sanofi is a corporation organized, existing and doing business under and by virtue of the laws of France, and its principal offices are located at 54, Rue de Belfort 75008 Paris, France. Sanofi includes its wholly owned subsidiaries Merial, S.A.S. and Merial Inc. and all other assets and shares comprising its animal health business.
3. Proposed Respondent admits all the jurisdictional facts set forth in the draft of the Complaint here attached.
4. Proposed Respondent waives:
 - a. any further procedural steps;
 - b. any requirement that the Commission's Decision and Order or Order to Main Assets, both attached hereto and made a part hereof, contain a statement of findings of fact and conclusions of law;

ACCO

In re C.H. Boehringer Sohn A.G. & Co. KG

- c. all rights to seek judicial review or otherwise to challenge or contest the validity of the Decision and Order entered pursuant to this Consent Agreement; and
 - d. any claim under the Equal Access to Justice Act.
5. Because there may be interim competitive harm, the Commission may issue its Complaint and the Order to Maintain Assets in this matter at any time after it accepts this Consent Agr

serve its Decision and Order in disposition of the proceeding and make information public with respect thereto.

10. Proposed Respondent agrees to comply with the terms of the proposed Order to Maintain Assets and the proposed Decision and Order (“proposed Orders”) from the ~~date~~ ^{date} it signs this Consent Agreement; provided, however, that Proposed Respondent will have no obligation to comply with the terms of the proposed Orders in the event the Commission withdraws its acceptance of this Consent Agreement. Proposed Respondent also understands it may be liable for civil penalties in the amount provided by law for each violation of the proposed Orders after each becomes final and effective.
11. When final, the Order to Maintain Assets and Decision and Order (“Orders”) shall have the same force and effect and may be altered, modified or set aside in the same manner and within the same time as provided by statute for other orders. The Orders shall become final upon service. Delivery of the Orders to Proposed Respondent by any means specified in Commission Rule 4.4(a), 16 C.F.R. § 4.4(a) – including, without limitation, delivery to an office within the United States of the counsel for Proposed Respondent listed on this Consent Agreement – shall constitute service. Proposed Respondent waives ~~any~~ ^{any} right it may have to any other manner of service. Proposed Respondent also waives any right it may otherwise have to service of any Appendices attached or incorporated by reference into the Orders if Proposed Respondent is already in possession of copies of such Appendices; and Proposed Respondent further agrees that they are bound to comply with, and will comply with, the Orders to the same extent as if they ^{had} ~~had~~ been served with copies of such Appendices.
12. The Complaint may be used in construing the ~~terms~~ ^{terms} of the Orders. No agreement, understanding, representation, or interpretation that is not contained in the Orders or the Consent Agreement may be used to limit or contradict the Orders’ terms.
13. Proposed Respondent agrees that it shall interpret each ~~Re Agreement~~ ^{Re Agreement} in a manner that is fully consistent with all of the relevant provisions and remedial purposes of the Decision and Order.
14. Proposed Respondent shall submit an initial report, pursuant to Commission Rule 2.33, 16 C.F.R § 2.33, within thirty (30) ~~days~~ ^{days} of the date on which it executes this Consent Agreement, and every thirty (30) days thereafter until the Order to Maintain Assets becomes final, at which time the reporting obligations contained in the Order to Maintain Assets (other than the requirement to submit an initial report pursuant to this Consent Agreement) shall control. Such reports shall be signed by the Proposed Respondent, set forth in detail the manner in which the Proposed Respondent has complied and will comply with the Order to Maintain Assets and the Decision and Order, and provide

ACCO

In re C.H. Boehringer Sohn A.G. & Co. KG

sufficient information and documentation to enable the Commission to determine independently whether the Proposed Respondent is in compliance with the Consent Agreement, the Order to Maintain Assets, ~~the~~ Decision and Order. These reports will not become part of the public record unless and until the Consent Agreement and the

ACCO

In re C.H. Boehringer Sohn A.G. & Co. KG

PROPOSED RESPONDENT

Hubertus Von Baumbauch
Chief Executive Officer
C.H. Boehringer Sohn AG & Co. KG

Dated: _____

William A. Henry
Baker Botts LLP
Counsel for C.H. Boehringer Sohn AG & Co. KG

Dated: _____

ACCO

In re C.H. Boehringer Sohn A.G. & Co. KG

FEDERAL TRADE COMMISSION

Michael R. Barrett
Attorney

APPROVED

James R. Weiss