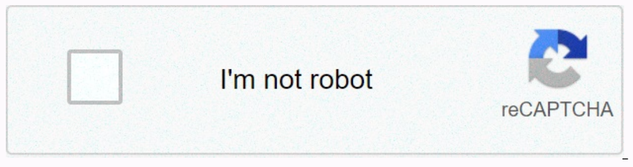

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50 ml vs ounces

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Ingredient agreements for Gitrabin 40 mg/ml Gemcitabine Gemcitabine is reported as an ingredient of Gitrabin 40 mg/ml in the following countries: Important notice: The Drugs.com international database is in BETA release. This means that it is still in development and may contain inaccuracies. It is not intended as a substitute for the expertise and judgment of your doctor, pharmacist or other healthcare provider. It should not be construed to indicate that the use of medicines in any country is safe, suitable or effective for you. Consult with your health care provider before taking medication. For more information, see your healthcare provider to ensure that the information on this page applies to your personal circumstances. Medical Disclaimer ← International Drug Name Search A multimillion-dollar Florida electronics manufacturer last year suffered a 10% drop in net profit despite higher sales and higher gross profit. A long-running patent dispute with one of the industry giants had saddled the small company with huge legal fees, in addition to creating a substantial drain on the time of management. The case dragged on for more than a year before the small manufacturer realized it was no match for its competitor's superior legal and financial resources. It eventually agreed to fairly stiff settlement terms, including a provision that required it to pay the larger company $700,000. The manufacturer's losses were unnecessary, and they illustrate how important it is to resolve conflicts before they escalate into long, drawn-out court battles. With good strategy and creative thinking, such fights can be avoided, primarily by using dispute prevention techniques to keep ordinary business problems from becoming legal battles, and if a dispute arises, using resolution techniques to keep the problem out of court. Both methods are especially necessary for small who do not have the high profit margins or extensive management resources needed for expensive litigation. The goal of both tools is to keep control over business disputes in the hands of management, so that the solution is quick and cheap. Prevention. In business, such as in health care, prevention is the first line of defense. One way to ensure prevention is to include provisions in a business contract that will head off a problem before it escalates into a legal dispute. Tripwire provisions. Too often, a problem is first apparent when a complaint is served in a lawsuit. A tripwire can avoid this surprise. For example, the agreement between a company and its supplier may require each party to file a dispute 30 or 60 days in advance before going to court. Better yet, it may require that the communication contains a concise statement of the complaint, a recommended solution, and a fixed time for the other side's response. At the very least, such provisions impose a mandatory cooling-off period on both sides before one or the other succumbs to the emotional impulse to prosecute. A tripwire clause recently averted litigation between a small Midwest consumer products distributor and a major West Coast manufacturer. The larger Californian company threatened to sue the distributor for failing to meet contractual sales quotas and for refusing to run an expensive local advertising campaign for the manufacturer's products. In addition, the distributor had added a line of household appliances that offered stiff competition to the manufacturer's line. The manufacturer was required by the tripwire clause to give notice of the problem, to describe why he felt the distributor was in the wrong, and, more importantly, to offer reasonable (the word was in the contract) suggestions for breaking the deadlock. A 60-day cooling-off period showed that the manufacturer had underestimated the distributor's sales and local advertising expenses. It also emerged that the new line of devices would in fact compete with the manufacturer's products. On the basis of these findings, the settlement was reasonable: the distributor dropped the competing product line, but retained its sales area. First, negotiate provisions. A society is based on people's ability and willingness to work things out -- to accommodate each other's interests. A contract should promote that goal. For example, a contract may contain a clause requiring each party to participate in negotiations in good faith for one month before a lawsuit is filed. This means that both sides really need to try to negotiate quickly acceptable regulation. For example, they should meet immediately, exchange views and develop resolution options. In fact, refusals on the one hand to comply with or to the terms of settlement may suggest violating the contract and entitle the other party to compensation. To increase the likelihood of a settlement in the negotiations, the clause could also require that the two executives who negotiated and signed the contract become the two negotiators in the event of a later dispute. Contract provisions are sensible and enforceable ways to avoid legal disputes. But a company can adopt other techniques. The dispute management audit. Although most companies submit to annual financial audits, few systematically assess the number, source and nature of commercial disputes that arise. Periodic, perhaps annually, reviews can be spot, early on, potentially serious quality or marketing problems with certain products, sales regions, or product managers. For example, a Texas electronics company discovered in its latest annual review that there was a pattern of litigation and complaints regarding the products marketed by one of its vice presidents. The problem was not, as initially, quality control of the products, but, on the contrary, the abrasive management style of the executive. The vice president was transferred to another position, and possible litigation was avoided. Resolution. Despite the best prevention efforts, disputes inevitably arise. When they do, a company should try sensible and inexpensive ways to fix them before going to court. Jonathan B. Marks, a lawyer and president of EnDispute Inc., a Washington, D.C., consulting firm, says that lawyers are extraordinarily uncreative in identifying ways to cut litigation costs. Third-party advisors. A contract may require the use of a third-party mediator or facilitator, a procedure that Marks recommends when the two-party negotiation process breaks down. In this way, the business people still make policy decisions, but the mediator keeps the process going and the parties are talking. Some mediators are employed by public authorities, such as the Federal Mediation and Mediation Service and government employment relations offices. Others mediate part-time and can be found at universities, industry associations, and consulting and law firms. In California, Judicial Arbitration and Mediation Services Inc., of Santa Ana, resolves a variety of civil litigation through mediation and other techniques. The service has been in business for three years and handles about 20 disputes a month, most of which relate to claims of less than $25,000. According to H. Warren Knight, a former judge and the director of the service, 90% of cases are settled after a one- to four-hour conference of the parties at a cost of 60 an hour for each side. Process by management. If negotiation and mediation do not end the dispute, it is possible to change tactics and let the businessmen become judges. One way is to perform a minitrial (see INC., October 1981, page 149). The first stage is for a company representative (often a corporate lawyer) to present his side of the case, not to a judge, but to senior executives of the two This allows each side to see for the first time the full strength and weakness of both positions. Then the two executives retreat to come up with a solution. In almost all cases, a settlement is immediate, especially if a neutral adviser is a member of the mini-process panel and is authorised to make its own recommendation. This voluntary procedure may be required in a contract or, more generally, simply agreed upon by the two companies when a dispute arises. The purest version of the technique has so far only been used by the largest companies and usually for complex problems involving millions of dollars at stake. Less extensive procedures have been devised when the stakes are smaller. For example, some beer and soft drink manufacturers allow local wholesalers and distributors to file complaints with the manufacturer's chief executive. In this way, both parties circumvent the lawyers and representatives of the supplier who produced the dispute in the first place. Business people sometimes wonder how their direct participation in resolving legal disputes can save time, money and headaches. It does because the person in business has a stronger motivation to solve the problem than the lawyers have; there are no expensive pretrial tactical maneuvers; business leaders have more options at their disposal and more authority to exercise them than lawyers; and head-to-head meetings between management are likely to provide more creative solutions than judges and juries could offer. Offer.