**PROVIDER AMENDMENT TO ACCREDITED CHE PROGRAM SERVICES AGREEMENT**

This Provider Amendment (“Amendment”) is a schedule to the Accredited CHE Program Services Agreement (“Agreement”) between Amgen Canada Inc. (“Amgen”) and **INTERNATIONAL CENTRE FOR PROFESSIONAL DEVELOPMENT IN HEALTH AND MEDICINE (ICPDHM)** (“Physician Organization”), and governs the terms and conditions pursuant to which **[INSERT HCP PROVIDER NAME]** (“Provider”) will deliver the following accredited continuing health education program to fellow healthcare professionals as a continuing professional development activity:

* Program name: **[INSERT PROGRAM NAME]** (the “Program”)
* Date of event: **[INSERT DATE AND TIME]**
* Location of event: **[INSERT LOCATION VENUE, CITY]**

**Services**

Provider shall each perform the services related to the Program as set out below, and on the terms and conditions set forth herein (collectively, the "Services"):

* Attend all training sessions required by the Physician Organization, where applicable, to ensure knowledge transfer and successful delivery of the Program;
* Provide all documents, and take all actions, necessary or required by the Physician Organization; and
* Deliver all Program content at the time and location specific above in a manner consistent with the training and guidelines provided by the Physician Organization.

**Honorarium and Covenants Related to Honorarium**

In full consideration of the Provider’s performance of the Services, Amgen will provide the Physician Organization with an honorarium in the amount of $**[INSERT AMOUNT]**. The Physician Organization will make payment of the honorarium to the Provider in a manner that is consistent with all rules and regulations applicable to the Physician Organization in the development and implementation of accredited learning programs, and with this Amendment:

## Amgen and the Provider further acknowledge and agree that:

## the amounts provided to Provider hereunder by Amgen and the Physician Organization are intended to compensate Provider for the Services and are not intended, directly or indirectly, to compensate Provider for purchasing, ordering, prescribing, using or recommending any product or service of Amgen, or as a means to gain access to Provider for the purpose of promoting any product or service other than the Services;

## Provider is not required to purchase, use, prescribe, order or recommend any product or service of Amgen as a condition to this Amendment; and

## If the Provider’s or the Physician Organization’s receipt of any payment under this Amendment violates any applicable federal, provincial or local legislation, statute, code, ordinance, regulation, rule, standard, requirement or order, including but not limited to the Rx&D Code and the CMA Guidelines, or a judicial or government agency’s or accrediting body’s interpretation thereof (collectively, “Applicable Laws”), Amgen has no obligation to provide any payment higher than what is permitted under such Applicable Laws.

## **Provider Representations and Warranties**.

## Provider represents and warrants that:

### Provider has the requisite expertise and ability to render the Services, will perform the Services in an efficient and timely manner, and in compliance with all Applicable Laws, and will involve the counselling or promotion, direct or indirectly, of any drug product or service, business arrangement or other activity that violates any Applicable Laws. Provider will not assign or delegate any Services to any other person or entity without the express prior written approval of Amgen;

### all payments made to Provider by the Physician Organization in connection with the Program and under the terms of either the Agreement or this Amendment are consistent with fair market value in arm’s length transactions, taking into consideration factors such as Provider’s expertise, the time required to perform the Services, and commonly accepted fees for such Services;

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### in the course of providing the Services, Provider shall not either directly or indirectly through any of its employees, consultants, agents, representatives and contractors, offer, make, promise, or authorize the payment or provision of anything of value to a Government Official or Healthcare Professional to induce that official to make any governmental act or decision to assist Amgen in obtaining or retaining business. Provider agrees that it shall never make a payment to or offer a Government Official or Healthcare Professional any item or benefit, regardless of value, as an improper inducement for such Government Official or Healthcare Professional to approve, reimburse, prescribe, or purchase an Amgen product, to influence the outcome of a clinical trial, to otherwise improperly benefit Amgen’s business activities.

#### The term “Government Official” means an officer or employee of, or an individual who acts in an official capacity on behalf of any Canadian or international federal, provincial/state, territorial or municipal government, agency, organization, commission, committee or foundation, political party, Crown corporation or public international organization, and includes all levels and subdivisions of government (i.e. local, regional or national and administrative, legislative and executive).

#### The term “Healthcare Professional” means any member of the medical, dental, pharmacy or nursing professions who, in the course of his or her professional activities, may prescribe, recommend, purchase, lease, supply, use or administer a medicine, medical device, or course of treatment, or as otherwise defined by local laws or regulations. For purposes of this agreement, hospital administrators, staff, nurses, technicians, scientists and similar individuals are considered Healthcare Professionals, while distributors, wholesalers and similar entities are not.

### Provider is not currently a member of any Data Safety Monitoring Board relating to any Amgen clinical trial;

### Provider is a member of good standing in the Physician Organization, and is not under investigation by the United States Food & Drug Administration (“FDA”) or Health Canada, pursuant to the *U.S. Generic Drug Enforcement Act of 1992*, as amended from time to time, or any Applicable Laws, for debarment or similar action (“Government Investigation”) and is not presently debarred or excluded from participation in any government-funded healthcare program in the U.S. or Canada. Provider shall notify Amgen immediately upon (i) the receipt of any inquiry concerning any Government Investigation or (ii) the commencement of any such Government Investigation;

### Provider has not been convicted of a felony, a business crime or a crime of dishonesty or bad morals; and Provider’s license to practice any licensed profession in any country, state, province or territory is not suspended, revoked or limited, and Provider has not been reprimanded or censured by any federal, state, provincial or territorial licensing or regulatory agency;

### Provider has full power and authority to enter into this Amendment;

### Provider has no financial or personal interests that create a conflict of interest and/or that would prevent Provider from completing the Services in an objective and non-biased manner;to the extent Provider is an employee or contractor of a medical institution or entity, Provider acknowledges that Provider has notified such medical institution or entity about the Services to be provided hereunder, and, to the extent required, acknowledges that (i) Provider has the approval of such institution or entity to provide the Services; (ii) that the terms of this Amendment are not inconsistent with the internal rules of the medical institution or entity; and (iii) that Provider will make any necessary disclosures to such institution or entity concerning the provision of these Services and the compensation payable under this Amendment.

### **Covenants**

## Provider agrees that (s)he:

### (a) shall comply with all Applicable Laws;

### (b) shall maintain accurate and complete records relating to the Services in accordance with generally accepted accounting principles in force in Canada, industry practices, and Applicable Laws, retain such records for a period of at least seven (7) years following the completion of the Services, unless a longer retention period is mandated by Applicable Laws or industry practices, and will make such records available to Amgen upon request;

### (c) shall not, during the Term of this Amendment, enter into any other agreement, whether written or oral, which would conflict with their obligations hereunder;

### (d) shall immediately advise Amgen if Provider is requested to serve on the Data Safety Monitoring Board for any Amgen clinical trial; and

### (e) shall inform Amgen of all Adverse Drug Reactions (ADR), Product Complaints (PC) and Other Safety Findings that they become aware of during the performance of the Services, as described in Schedule B hereto.

## **Independent Contractors**

## The parties acknowledge that they are independent contractors. Nothing contained in this Amendment is intended or shall be construed to constitute Amgen, the Provider or the Physician Organization as partners or joint ventures, or that Provider or the Physician Organization is or may be an employee of Amgen with respect to this Amendment. Except as expressly provided herein no party shall have any express or implied right or authority to (i) assume or create any obligations, speak for, represent or obligate on behalf of or in the name of any other party, or (ii) bind any other party to any other contract, agreement or undertaking with any third party. Provider and the Physician Organization each agrees to take all appropriate steps to ensure full transparency with respect to Amgen’s financial support of Provider in connection with the Services as outlined in and in accordance with the terms of this Amendment. Unless required by Applicable Laws, no amount will be deducted or withheld from Amgen’s payment to the Physician Organization for provincial, federal or local taxes. The Physician Organization will be solely responsible for all tax withholding, income taxes and all financial, employment and other obligations arising out of the amounts paid pursuant to this Amendment, including any payments to be made to the Provider. Neither Provider nor the Physician Organization shall claim the status, prerequisites, or benefits of an Amgen employee. Neither the Provider nor the Physician Organization is eligible for coverage or to receive any benefit under any Amgen employee benefit plan or employee compensation arrangement whatsoever.

## **Term and Termination**

## This Amendment shall commence on the date that it is signed below and terminate after the completion of the Services (the “Term”). This Amendment may be renewed on similar terms and conditions upon the mutual written consent of the parties. This Amendment may be terminated by Amgen at any time upon providing both the Provider and the Physician Organization with fifteen (15) days’ prior written notice of termination.

## **Indemnification and Damages**

## Provider agrees to indemnify and save harmless Amgen and its affiliates, officers, directors, employees, contractors and agents against all suits, actions, legal or administrative proceedings, claims, liens, demands, damages, liabilities, losses, costs, fees and expenses (including, without limitation, reasonable legal fees and expenses and costs of complying with any orders or directives given by a privacy commissioner, tribunal or court) arising out of any breach of either the Provider’s representations or warranties, and any acts or omissions of either the Provider in performing the respective Services hereunder; provided, however, in no event will Provider’s liability to Amgen hereunder exceed amounts paid by Amgen to Provider pursuant to this Amendment, unless the liability relates to Provider’s breach of any representations, warranties or covenants. Neither party shall be liable to the other for any consequential damages unless the liability relates to either the Provider’s breach of any representations, warranties or covenants.

**Miscellaneous**

## This Amendment constitutes the entire agreement among the parties with respect to the subject matter hereof, supersedes all prior agreements and understandings among the parties, and may not be changed or terminated except by a duly executed instrument in writing.

Amgen has specifically contracted for the Services of Provider and the Physician Organization and therefore the Provider may not assign or delegate their obligations hereunder.

This Amendment shall be interpreted in accordance with the laws of the Province of Ontario, without regard to conflicts of laws. The parties hereby attorn to the jurisdiction of the courts located in Toronto, Ontario.

Provider acknowledges that it has had the opportunity to obtain independent legal advice with respect to this Amendment. Each party acknowledges that each provision of this Amendment was negotiated in good faith, understood, agreed to by such party. Each party shall have been deemed to have participated equally in the drafting of this Amendment and any ambiguity shall not be construed against any purported author thereof.

The terms of this Agreement and any payments made hereunder shall be treated confidentially by the Provider, except as otherwise required by law.

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