

**AGREEMENT FOR EDUCATIONAL GRANTS**

This Agreement for Educational Grants (this “**Agreement**”) is entered into as of the date of the last signature hereto (the “**Effective Date**”) between [NAME OF INSTITUTION RECEIVING GRANT] (“**Education Provider**” or “**you**” or “**your**”), and Ipsen Biopharmaceuticals, Inc. (“**Ipsen**”) for the following educational program: [NAME OF EDUCATIONAL PROGRAM] (the “**Program**”). Ipsen and Education Provider hereby agree as follows:

**Location or Medium:**

(e.g., venue, webcast, printed materials) \_\_\_\_\_

**Date(s):**

\_\_\_\_\_

**Education Provider:**

\_\_\_\_\_

**Address of Education Provider:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Contact Person at Education Provider:**

\_\_\_\_\_

**Phone, Fax, Email of Education Provider:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Educational Partner(s) (if any):**

\_\_\_\_\_  
\_\_\_\_\_

**Is the Program considered to be Accredited CME (as defined in Section 2)?**

- Yes
- No

**In the case of Accredited CME, list name of accredited party and name of accrediting body.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. **Approval:** Subject to the terms and conditions of this Agreement, Ipsen has approved your request for an educational grant to support the Program in response to your written proposal (the “**Proposal**”), a copy of which is attached hereto. You represent and warrant that the Proposal and the other descriptions of the Program in this Agreement are true, correct and complete.
  
2. **Educational Grant:** Subject to the terms and conditions of this Agreement, Ipsen will provide Education Provider with an educational grant as follows (**CHECK, IF GRANTED**):
  - Funding in the amount of \$[INSERT AMOUNT OF GRANT FUNDS] (“**Grant Funds**”).
  - Dysport® product in the amount of [INSERT QUANTITY OF DYSPORT GRANTED; IF NONE, INSERT "N/A"] (“**Grant Product**”).

Grant Funds and/or Grant Product made hereunder are collectively referred to herein as the “**Educational Grant**.” Grant Funds will be used exclusively to fund appropriate expenses directly related to the Program as set forth in the Proposal. Grant Product will be used exclusively in the Program as set forth in the

Proposal. Additional restrictions on Grant Funds and Grant Product are set forth elsewhere in this Agreement.

To the extent that any Grant Funds from Ipsen are to be utilized to provide meals to Program Attendees at a Program or fees or other transfers of value to faculty as part of a Program, Education Provider must disclose this to Ipsen as provided below in Sections 2.1 and Section 2.2. Education Provider shall not provide any transfers of value to healthcare professionals without disclosing them to Ipsen as required herein.

If Ipsen determines that it must report these uses of funds as required by applicable law, rule, regulation or company policy, Education Provider shall provide the information in an electronic spreadsheet format specified by Ipsen. Such spreadsheet format shall include such information as necessary to provide all required disclosures to the United States Department of Health and Human Services pursuant to the "sunshine" provisions of the Patient Protection and Affordable Care Act, 42 U.S.C. § 1320a-7h, and its implementing rules and regulations as well as any applicable state or Federal law or other requirement.

**2.1 Use of Grant Funds for Meals for Program Attendees**

To the extent that any Grant Funds from Ipsen are to be utilized to provide meals to Program Attendees at a Program, Education Provider shall check the applicable boxes within this Section 2.1 and provide a description of the format of the meals provided (e.g. buffet, plated sit-down meal, etc.) as well as the amount of Ipsen funds to be utilized towards the provision of such meals.

Will Ipsen Grant Funds be used for Program Attendee Meals?  Yes  No

Type of Meals to be Provided:  Buffet  Plated Sit-down Meal  Other: [PLEASE DESCRIBE].

Portion of Ipsen Grant Funds for Meals \$[INSERT AMOUNT OF GRANT FUNDS].

**2.2 Use of Grant Funds for Payments or Other Transfers of Value to Program Faculty**

To the extent that any Grant Funds from Ipsen are to be utilized to pay or provide other transfers of value (as further described herein) to one or more faculty in connection with a Program, Education Provider shall check the applicable box set forth below within this Section 2.2 and provide a description of the amount of Ipsen funds that will be utilized towards the provision of such transfers of value.

Will Ipsen Grant Funds be used for Transfers of Value to Program Faculty?  Yes  No

Portion of Ipsen Grant Funds for Transfers of Value to Program Faculty \$[INSERT AMOUNT OF GRANT FUNDS].

**2.3 Required Reporting Information for Grant Funds used for Transfers of Value to Program Faculty and for Meals for Program Attendees**

Education Provider must, within 30 days from the date any such payments were made or funds were used, provide a detailed breakdown of all payments and other transfers of value to faculty speakers (including but not limited to honoraria, travel expenses, lodging, meals etc.) or in an electronic spreadsheet format specified by Ipsen. Similarly, if any meals were provided for Program attendees as a plated sit-down dinner or otherwise in a manner such that the identity of the meal recipient and value of the meal consumed by such attendee is reasonable ascertainable by the Education Provider, such meal expenses must be reported to Ipsen by Education provider within 30 days of the date of the Program. For each such transfer of value, the following information would be needed:

- Name of recipient
- Type of recipient (faculty or attendee)
- State license and/or NPI for recipient
- Address for recipient

- Description, type, and date of each transfer of value to a recipient. For each of these transfers of value, including honoraria or other fees, travel, meals and lodging associated with the Program, a description of the transfer, its type (from a list provided by Ipsen) and the date it was conveyed must be included (fully itemized). This is only applicable for transfers of value that were conveyed using Ipsen funds.

**3. Identification of Educational Need; Statement of Program Purpose:** You represent and warrant that the Program is based solely on an unbiased assessment of educational need initiated by you, is for scientific and educational purposes only, and will not promote, directly or indirectly, any product developed, marketed or manufactured by Ipsen or any of its affiliates. You represent and warrant that neither personnel of Ipsen nor any of its affiliates suggested or otherwise solicited the Proposal from you. You acknowledge and agree that Ipsen’s provision of Grant Funds and/or Grant Product is conditioned on the veracity of the foregoing representations.

**4. Control of Content and Selection of Presenters and Moderators:** Subject to the terms and conditions of this Agreement, Education Provider shall maintain full control over all aspects of the Program, including but not limited to planning, content, quality, scientific integrity, implementation, promotion, evaluation, selection of presenters and moderators, and selection of planning committee members and others that will be in a position to control Program content. The Education Provider will ensure that Program presenters and moderators have the requisite qualifications, training, and expertise to conduct the Program. If any third party is involved in developing the content of the Program (such third party is an “**Educational Partner**”), then: (a) such Educational Partner will be identified above; and (b) all such content will be subject to the review and approval of Education Provider. Ipsen will not influence, directly or indirectly, or edit the content of the Program.

**5. Indemnification; Insurance:** If the Educational Grant includes Grant Product, you further agree as follows:

- You will indemnify, defend and hold Ipsen harmless from and against any and all claims, injuries, disabilities, losses, fines, penalties, costs, expenses (including, without limitation, attorneys’ fees), damages and liabilities based upon (i) your breach of, or any inaccuracy in, any of your representations, warranties, covenants or agreements made under this Agreement; and (ii) damage to, or destruction of, any property or injury (including, but not limited to, death) that may result from any act or omission by you or anyone else associated with the Program (including, without limitation, anyone administering Grant Product. For any such damage or injury subject to this indemnification obligation, you agree to release and waive, and you hereby release and waive, all rights of subrogation against Ipsen possessed by your insurers.
- During the Program and for one (1) year thereafter, you will maintain insurance to cover all aspects of the Program, of a type and with the minimum coverages set forth below. The terms of coverage shall be evidenced by certificates of insurance to be furnished to Ipsen upon Ipsen’s request. Such certificates shall name Ipsen as an additional insured, as its interests may appear.

Types	Minimum Coverages
Professional Liability Insurance (including Medical Malpractice)	\$1 million per occurrence, \$1 million annual aggregate
General Liability (including contract coverage)	\$1 million per occurrence, \$1 million annual aggregate

**6. Limitation of Liability.** Except with respect to indemnification obligations expressly set forth herein, neither party shall be liable to the other party for any incidental, indirect, consequential or punitive damages of any kind, including without limitation, lost revenues, lost profits, and lost business, whether based on breach of contract, tort (including but not limited to negligence) or otherwise.

**7. Independence from Sales and Marketing:** The Education Provider is not and may not become involved in any promotional activity relating to any product developed, marketed or manufactured by Ipsen within the therapeutic area to which the Program relates. The Educational Grant is not intended to, and the

Educational Grant should not, affect in any manner, the purchase, use, or recommendation of any Ipsen product.

- 8. Disclosure of Financial Relationships:** Education Provider will ensure meaningful disclosure to the audience of: (a) Ipsen’s Grant for the Program, (b) any significant relationship between the Education Provider and Ipsen (including, without limitation, that Education Provider is a Grant recipient) or (c) any significant relationship between individual presenters or moderators and Ipsen (including, without limitation, that such individuals service as consultants, speakers or investigators for Ipsen or any of its affiliates). All such meaningful disclosure(s) shall be made to the audience prior to the Program, in introductory statements, and/or brief statements in any written materials, including but not limited to announcements, brochures, syllabi and enduring material. No such meaningful disclosure(s) shall mention product names.
- 9. Involvement in Content:** Ipsen will not engage in scripting, targeting points for emphasis, or other activities designed to influence the content of the Program. Ipsen personnel will not participate in planning meetings for the Program.
- 10. Representation Warranties and Covenants of Education Provider:** You represent and warrant to Ipsen after due inquiry that, neither you nor any Educational Partner, has violated or received notice of violations of any laws or policy of the Accreditation Council For Continuing Medical Education (“ACCME”) or other relevant accreditation body or standards in the last two (2) years. You covenant that you will make such similar inquiries of any presenters or moderators involved in the Program and shall disclose any such information to Ipsen. Ipsen may withdraw its funding of the Program immediately upon receiving notice of any such violation by you, any Educational Partner or any presenters or moderators involved in the Program.
- 11. No Exclusion.** You represent and warrant to Ipsen that neither you nor any Educational Partner is subject to any “Exclusion”, which is defined as being: (a) convicted of any of the felonies identified among the exclusion authorities listed on the U.S. Department of Health and Human Services, Office of Inspector General (OIG) website, including 42 U.S.C. 1320a-7(a) <http://oig.hhs.gov/fraud.asp>; (b) identified in the OIG List of Excluded Individuals/Entities (LEIE) database <http://oig.hhs.gov/fraud/exclusions.asp> or the U.S. General Services Administration's list of Parties Excluded from Federal Programs (<http://www.epls.gov>); or (c) listed by any US Federal or State agency as being suspended, debarred, excluded, or otherwise ineligible to participate in Federal procurement or non-procurement programs.
- 12. Covenants to Comply With Laws and Standards.** In connection with this Agreement and the Program, both Ipsen and Education Provider covenant to comply with all applicable laws, rules and regulations, and with applicable industry guidelines and standards, including but not limited to: (a) the ACCME Standards for Commercial Support, (b) the FDA Final Guidance for Industry Supported Scientific and Educational Activities, (c) the OIG Compliance Program Guidance for Pharmaceutical Manufacturers, (d) the PhRMA Code on Interactions with Healthcare Professionals, (e) the AMA Guidelines on Gifts to Physicians, and (f) the AMA Ethical Opinion on Continuing Medical Education. Education Provider covenants that it shall cause any Education Partners and presenters to comply with the foregoing laws and standards.
- 13. Ancillary Promotional Activities:** No promotional activities will be permitted in the same room as the Program. No product advertisements will be permitted in the Program room. Education Provider shall ensure that there are no advertisements for Ipsen’s products in any material disseminated in the Program room. In the case of Enduring Materials (defined below), the following restrictions shall apply: (1) print, advertisements, and promotional materials will not be interleaved within the pages of the continuing medical education (“CME”) content used in the Program; (2) computer-based advertisements and promotional materials will not be visible on the screen at the same time as the CME content, and not interleaved between computer windows or screens of the CME content; and (3) audio and video recording, advertisements, and promotional materials will not be included within the CME content, nor will there be commercial breaks.

- 14. Scope and Presentation of Program Activities:** The Education Provider will make every effort to ensure that the Program is free from commercial bias for or against any product and that any presentation of information about Ipsen’s products (or competing products) is an objective and balanced discussion of prevailing information about the product(s) and alternative treatments. Education Provider will ensure, to the extent possible, that the limitations of data disclosed are fully described or provided with such disclosure (e.g., identifying that such data resulted from ongoing research or interim analyses, or constitutes preliminary data or unsupported opinion). The theme of the Program will not focus on a single Ipsen product (or a competing product), except when the existing treatment options are so limited as to preclude meaningful discussion of alternative therapies. The title of the Program will fairly and accurately represent the scope of the Program. Where reasonably practical based on the Program format, the Education Provider will ensure meaningful opportunities for questioning or scientific debate.
- 15. Discussion of Unapproved Uses:** The Education Provider will require that if presenters discuss any product in connection with a use not approved by the U.S. Food and Drug Administration (“FDA”), the presenters disclose that the product is not approved in the United States for the use under discussion. In addition, when the information presented refers to a use, dosage or combination that is not approved by the FDA, presenters will advise the audience that they should confirm reimbursement eligibility before submitting any claim for such unapproved use, dosage or combination.
- 16. Enduring Materials:** The Education Provider will exercise full control over the content of any Enduring Materials and Ipsen will not attempt to influence the content. To the extent an Educational Partner is involved in developing Enduring Materials, all such materials will be subject to the review and approval of Education Provider. For purposes of this Agreement, “**Enduring Materials**” mean any materials produced for, derived from, or based on the Program in any medium, including but not limited to print, audio, or video tape, electronic documents, slides, or web-based materials.
- 17. Audience Selection:** The audience for the Program will not be selected by Ipsen’s sales or marketing department(s), or be based upon Ipsen’s sales and marketing goals. Upon Education Provider’s request, Ipsen may provide the Education Provider with unabridged specialty or subspecialty mailing lists.
- 18. Use of Grant Funds and Grant Product**
- (a) **Appropriate Use of Grant Funds:** The Education Provider shall maintain full control over disbursements of Grant Funds for support of the Program and will only use such Grant Funds for the Program. Education Provider will not use any part of the Grant Funds to subsidize recreational events or entertainment, travel or lodging or other personal expenses of non-faculty attendees, extravagant meals or receptions that are not incidental to the main educational goals of the program.
- (b) **Return of Unused Grant Funds:** The Education Provider will complete the final budget report, including actual expenditures as submitted with this original grant request within 90 days of the program, and will return to Ipsen all Grant Funds not used for the Program.
- (c) **Statements/Invoicing:** Education Provider will reference this Agreement on any statements submitted to Ipsen for payment. Educational Partners will be advised by the Education Provider to reference this Agreement on all statements submitted to Ipsen with the following wording: “(Educational Partner) has been designated as the Educational Partner by (Education Provider) for the (Name of Program). IPSEN BIOPHARMACEUTICALS, INC. has been asked by (Education Provider) to send payments related to this program directly to (Educational Partner).”
- (d) **Appropriate Storage, Handling and Use of Grant Product; Destruction of Unused Grant Product:** You represent, warrant and agree that: (1) you will store all Grant Product in a secure and locked location to prevent theft and misuse, (2) access to Grant Drug will be limited to those persons who are authorized, pursuant to applicable laws, rules and regulations, to store, dispense, prescribe and administer Grant Product (and those acting under their supervision in accordance with applicable laws, rules and regulations), (3) Grant Product will be used exclusively in the Program as set forth in the Proposal, (4) Grant Product will only be used in the Program for the indications set forth in, and will otherwise be used in accordance with, the label for the Grant Product approved for use in the United

States by the FDA (the “US Label”), (5) the Program in which the Grant Product is used shall be continuing medical education (CME) prepared by a CME provider accredited by ACCME or through ACCME’s accreditation system, (6) the Grant Product will be handled and stored in accordance with the US Label and (7) any Grant Product that is not used in the Program will be destroyed promptly following the end of the Program in accordance with applicable laws, rules and regulations.

- (e) **Compliance with Laws Related to Grant Product.** You represent and warrant to Ipsen that (i) you will comply with any and all applicable state and federal laws and regulations regarding samples and (ii) you will inform and cause any Educational Partner, or physician who uses the Grant Product in the Program to agree that he/she will comply with any and all applicable state and federal laws and regulations regarding samples, including but not limited to, restrictions against billing for, selling, trading, redistributing or submitting for reimbursement the Grant Product.
- (f) **Right to Audit:** Ipsen reserves the right, upon reasonable notice to Education Provider, to audit the records of Education Provider relating to the Program at a mutually acceptable time and location for a period of two (2) years from the Program date. In the event that Ipsen designates an agent to perform such audit, Ipsen shall designate an agent who does not have a conflict of interest with Education Provider and is otherwise reasonably acceptable to Education Provider.
- (g) **Education Provider Knowledge and Approval:** All other support associated with this Program (e.g., distributing brochures, preparing slides) must be given with the full knowledge and approval of the Education Provider).

**19. No Obligation With Respect to Ipsen Products:** The Educational Grant provided to Education Provider under this Agreement imposes no obligation, express or implied, to purchase, order or recommend in any manner (including, without limitation, through formularies or guidelines) any products of Ipsen or any of Ipsen’s affiliates, or to arrange for or recommend the purchase or ordering of any such products.

**20. Disclosure; Additional Information:** Ipsen reserves the right to disclose, at its sole discretion and in whatever manner it deems appropriate, any and all information regarding the Proposal, this Agreement and/or Ipsen’s support of the activities contemplated hereby (including, without limitation, provision of Grant Funds and Grant Product and information regarding you and any Educational Partner). Ipsen shall have no obligation to notify or seek the consent or approval of the Education Provider or any Educational Partner in connection with any such disclosure. Further, Education Provider shall promptly provide such additional information with respect to the Program as Ipsen shall request.

**21. Remedies Cumulative; Survival.** Each right or remedy of a party hereto shall be cumulative, and shall be in addition to, and not in lieu of, the other rights and remedies available to such party pursuant to this Agreement or applicable law. The parties’ rights and obligations hereunder shall survive the end of the Program.

**22. Entire Agreement; Conflicting Forms:** This Agreement constitutes the entire agreement of Ipsen and Education Provider with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous agreements and understandings, whether written or oral, with respect to such subject matter. In the event of any conflict between this Agreement and the Proposal, the terms of this Agreement will prevail and be applicable. In the event of any conflict between this Agreement and any form agreement or terms (including, without limitation, any form agreement or terms included on a purchase order, sales order or invoice) provided by or on behalf of Education Provider, the terms of this Agreement will prevail and be applicable; further, such form agreement or terms provided by or on behalf of Education Provider will not apply in any manner.

**23. Amendments; Waivers; No Assignment; No Third Party Beneficiaries** This Agreement may not be amended or otherwise modified, and no right or remedy hereunder may be waived, except in a writing that is signed by each of Ipsen and Education Provider. You may not assign or delegate this Agreement or any of your rights or obligations hereunder. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Agreement is intended for the benefit of the parties hereto and there are no third-party beneficiaries of this Agreement.

**24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to its conflict of laws principles.

**25. Execution.** This Agreement may be executed in counterparts, including by facsimile and/or .PDF, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

\* \* \* \* \*

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:**

**IPSEN BIOPHARMACEUTICALS, INC.**

**EDUCATION PROVIDER**

Name:

Name:

Title:

Title:

Signature:

Signature:

Date:

Date: