CORPORATE INTEGRITY AGREEMENT
BETWEEN THE
OFFICE OF INSPECTOR GENERAL
OF THE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
ASTRAZENECA PHARMACEUTICALS LP AND ASTRAZENECA LP

I. PREAMBLE

AstraZeneca Pharmaceuticals LP and AstraZeneca LP (collectively "AstraZeneca") hereby enter into this Corporate Integrity Agreement (CIA) with the Office of Inspector General (OIG) of the United States Department of Health and Human Services (HHS) to promote compliance with the statutes, regulations, and written directives of Medicare, Medicaid, and all other Federal health care programs (as defined in 42 U.S.C. § 1320a-7b(f)) (Federal health care program requirements) and with the statutes, regulations, and written directives of the Food and Drug Administration (FDA requirements). Contemporaneously with this CIA, AstraZeneca is entering into a Settlement Agreement with the United States. AstraZeneca will also enter into settlement agreements with various States (State Settlement Agreement and Release) and AstraZeneca's agreement to this CIA is a condition precedent to those agreements.

Prior to the Effective Date, AstraZeneca initiated certain voluntary compliance measures and established a voluntary compliance program designed to address its U.S. operations and compliance with Federal health care program and FDA requirements (U.S. Compliance Program). AstraZeneca shall continue its U.S. Compliance Program throughout the term of the CIA and shall do so in accordance with the terms set forth below. AstraZeneca may modify its U.S. Compliance Program, as appropriate, but at a minimum, AstraZeneca shall ensure that during the term of this CIA, it shall comply with the obligations set forth in this CIA.

II. TERM AND SCOPE OF THE CIA

A. The effective date of this CIA shall be the date on which the final signatory executes this document (Effective Date.) The period of the compliance obligations assumed by AstraZeneca under this CIA shall be five years from the Effective Date unless otherwise specified. Each one-year period, beginning with the one-year period following the first day of the first calendar month following the Effective Date, shall be referred to as a "Reporting Period."

B. Sections VII, IX, X, and XI shall expire no later than 120 days after OIG's receipt of: (1) AstraZeneca's final Annual Report; or (2) any additional materials submitted by AstraZeneca pursuant to OIG's request, whichever is later.

C. The scope of this CIA shall be governed by the following definitions:

1. "Covered Persons" includes:

a. all owners of AstraZeneca and any AstraZeneca Affiliate (as defined below) who are natural persons (other than shareholders who: (1) have an ownership interest of less than 5% and (2) acquired the ownership interest through public trading);

b. all directors of AstraZeneca PLC;

c. all officers, directors, and employees of AstraZeneca or any AstraZeneca Affiliate who are: 1) based in the United States, or 2) based outside the United States and who have responsibilities relating to Promotional Functions or Product Related Functions, except as carved out below in this Section II.C.1; and

d. all contractors, subcontractors, agents, and other persons who perform Promotional Functions or Product Related Functions in the United States on behalf of AstraZeneca or any AstraZeneca Affiliate.

Notwithstanding the above, the term "Covered Persons" does not include: (i) employees, contractors, subcontractors, agents or other personnel of Global Operations or Global Discovery, so long as they do not have responsibilities relating to Promotional Functions or Product

Related Functions; and (ii) part-time or per diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than 160 hours per year, except that any such individuals shall become "Covered Persons" at the point when they work more than 160 hours during the calendar year.

2. "Relevant Covered Persons" includes all Covered Persons whose job responsibilities relate to Promotional Functions or Product Related Functions.

3. "Government Reimbursed Products" refers to all AstraZeneca human pharmaceutical products promoted or sold by AstraZeneca or any AstraZeneca Affiliate in the United States or pursuant to contracts with the United States that are reimbursed by Federal health care programs.

4. The term "Promotional Functions" includes: (a) the selling, detailing, marketing, advertising, promoting, or branding of Government Reimbursed Products; and (b) the preparation or external dissemination of promotional materials or information about, or the provision of promotional services relating to, Government Reimbursed Products, including those functions relating to any applicable review committees.

5. The term "Product Related Functions" includes: (a) the preparation or external dissemination of non-promotional materials (that are governed by Federal health care program and/or FDA requirements) about Government Reimbursed Products, including those functions relating to any applicable review committees and to AstraZeneca's Medical Affairs Department (Medical Affairs); (b) contracting with healthcare professionals ("HCPs") in the United States to conduct clinical trials and post-marketing studies relating to Government Reimbursed Products; (c) authorship, publication, and disclosure of articles or study results relating to Government Reimbursed Products; and (d) activities related to the submission of information about Government Reimbursed Products in government-listed compendia (such as Drugdex or other compendia of information about Government Reimbursed Products.)

6. The term "Third Party Personnel" shall mean personnel who perform Promotional Functions or Product Related Functions who are employees

of entities with whom AstraZeneca or any AstraZeneca Affiliate has or may in the future (during the term of this CIA) enter into agreements to co-promote a Government Reimbursed Product in the United States and/or to co-develop a product that, if approved, may become a Government Reimbursed Product. AstraZeneca has represented that: (1) Third Party Personnel are employed by entities other than AstraZeneca or any AstraZeneca Affiliate; (2) neither AstraZeneca nor any AstraZeneca Affiliate controls the Third Party Personnel; and (3) it would be commercially impracticable to compel the compliance of Third Party Personnel with the requirements set forth in this CIA. AstraZeneca agrees that AstraZeneca and AstraZeneca Affiliates shall promote compliance by Third Party Personnel with Federal health care program and FDA requirements by complying with the provisions set forth below in Sections III.B.2, V.A.7 and V.B.5. Provided that AstraZeneca complies with the requirements of Sections III.B.2, V.A.7 and V.B.5, AstraZeneca shall not be required to fulfill the other CIA obligations that would otherwise apply to Third Party Personnel who meet the definition of Covered Persons.

7. The term "Third Party Educational Activity" shall mean any continuing medical education (CME), disease awareness, or other scientific, educational, or professional program, meeting, or event governed by Federal health care program and/or FDA requirements and designed to educate HCPs conducted by a third party and supported by AstraZeneca or an AstraZeneca Affiliate, including but not limited to, sponsorship of symposia at medical conferences.

8. The term "AstraZeneca Affiliate" shall mean any entity, other than AstraZeneca Pharmaceuticals LP or AstraZeneca LP, that is owned or controlled, directly or indirectly, by AstraZeneca PLC and whose employees or contractors perform Promotional Functions or Product Related Functions.

III. CORPORATE INTEGRITY OBLIGATIONS

AstraZeneca shall establish and maintain a U.S. Compliance Program throughout the term of this CIA that includes the following elements:

A. Compliance Responsibilities of Certain AstraZeneca Employees and the Board of Directors.

1. *U.S. Compliance Officer*. Prior to the Effective Date, AstraZeneca appointed a U.S. Compliance Officer. During the term of the CIA, the U.S. Compliance Officer shall be authorized to oversee compliance with regard to AstraZeneca's U.S. operations, with Federal health care program and FDA requirements, and with the requirements of this CIA. AstraZeneca shall maintain a U.S. Compliance Officer during the term of the CIA. The U.S. Compliance Officer shall be responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements set forth in this CIA and with Federal health care program requirements and FDA requirements. The U.S. Compliance Officer shall be a member of senior management of AstraZeneca, shall report directly to the Global Compliance Officer, shall make periodic (at least quarterly) reports regarding compliance matters directly to the Board of Directors of AstraZeneca PLC or a Committee of the Board, and shall be authorized to report on such matters to the President of AstraZeneca and Board of Directors of AstraZeneca PLC at any time. The U.S. Compliance Officer shall not be, or be subordinate to, the General Counsel or Chief Financial Officer. The U.S. Compliance Officer shall be responsible for monitoring the day-to-day compliance activities engaged in by AstraZeneca as well as for any reporting obligations created under this CIA. Any noncompliance job responsibilities of the U.S. Compliance Officer shall be limited and must not interfere with the U.S. Compliance Officer's ability to perform the duties outlined in this CIA.

AstraZeneca shall report to OIG, in writing, any change in the identity of the U.S. Compliance Officer, or any actions or changes that would affect the U.S. Compliance Officer's ability to perform the duties necessary to meet the obligations in this CIA, within five days after the change.

2. *U.S. Compliance Committee*. Prior to the Effective Date, AstraZeneca established a U.S. Compliance Committee, and AstraZeneca shall maintain a U.S. Compliance Committee during the term of this CIA. The U.S. Compliance Committee

shall, at a minimum, include the U.S. Compliance Officer and other members of senior management necessary to meet the requirements of this CIA (e.g., senior executives of relevant departments). The U.S. Compliance Officer shall chair the U.S. Compliance Committee, and the U.S. Compliance Committee shall support the U.S. Compliance Officer in fulfilling his/her responsibilities under the CIA (e.g., shall assist in the analysis of the organization's risk areas and shall oversee monitoring of internal and external audits and investigations).

AstraZeneca shall report to OIG, in writing, any changes in the composition of the U.S. Compliance Committee, or any actions or changes that would affect the U.S. Compliance Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

3. *Board of Directors Compliance Obligations*. The Board of Directors of AstraZeneca PLC (Board), or a Committee of the Board, shall be responsible for the review and oversight of matters related to compliance with Federal health care program requirements, FDA requirements, and the obligations of this CIA. The Board, or a Committee of the Board, shall, at a minimum, be responsible for the following:

a. The Board, or a Committee of the Board, shall meet at least quarterly to review and oversee AstraZeneca's U.S. Compliance Program, including but not limited to evaluating its effectiveness and receiving updates about the activities of the U.S. Compliance Officer and other compliance personnel.

b. For each Reporting Period, the Board, or a Committee of the Board, shall adopt a resolution, and the resolution or a statement of concurrence with the resolution shall be signed by each individual member of the Board or the Committee, summarizing its review and oversight of matters relating to AstraZeneca's compliance with Federal health care program requirements, FDA requirements, and the obligations of this CIA.

At minimum, the resolution shall include the following language:

"The Board of Directors [or a Committee of the Board] has made a reasonable inquiry into the operations of AstraZeneca LP and AstraZeneca Pharmaceuticals LP's Compliance Program for the

period ____, including but not limited to evaluating its effectiveness and receiving updates about the activities of its U.S. Compliance Officer and other compliance personnel. Based on its inquiry, the Board [or the Committee] has concluded that, to the best of its knowledge, AstraZeneca LP and AstraZeneca Pharmaceuticals LP have implemented an effective U.S. Compliance Program to meet Federal health care program requirements, FDA requirements, and the obligations of the Corporate Integrity Agreement."

If the Board, or the Committee of the Board, is unable to provide such a conclusion in the resolution, the Board or the Committee shall include in the resolution a written explanation of the reasons why it is unable to provide the conclusion and the steps it is taking to assure implementation by AstraZeneca of an effective U.S. Compliance Program at AstraZeneca.

AstraZeneca shall report to OIG, in writing, any changes in the composition of the Board or the Committee of the Board, or any actions or changes that would affect the Board's or the Committee's ability to perform the duties necessary to meet the obligations in this CIA, within 15 days after such a change.

4. *Management Accountability and Certifications*: In addition to the responsibilities set forth in this CIA for all Covered Persons, certain AstraZeneca employees ("Certifying Employees") are specifically expected to monitor and oversee activities within their areas of authority and shall annually certify, in writing or electronically, that the applicable AstraZeneca component is compliant with Federal health care program requirements, FDA requirements, and the obligations of this CIA. These Certifying Employees shall include, at a minimum, the following individuals from AstraZeneca: President, U.S. Business; vice presidents of commercial functions (including those vice presidents with sales, marketing and brand responsibilities); sales directors (including national sales directors, area sales directors, and regional sales directors); senior brand leaders (commercial brand leaders and development brand leaders); the Vice President of Medical Affairs and direct reports with responsibilities for Medical Affairs or Field Medical Relations; and the Executive Director of Promotional Regulatory Affairs.

For each Reporting Period, each Certifying Employee shall sign a certification that states:

"I have been trained on and understand the compliance requirements and responsibilities as they relate to [department or functional area], an area under my supervision, and I acknowledge that I have the opportunity to obtain supplemental guidance on those requirements and responsibilities from the U.S. Compliance Department and my management when necessary. My job responsibilities include ensuring compliance of the _____ [insert name of the department or functional area] with all applicable Federal health care program requirements, FDA requirements, obligations of the Corporate Integrity Agreement, and AstraZeneca policies, and I have taken steps to promote such compliance. In the event that I have identified potential issues of non-compliance with these requirements, I have referred all such issues to the Legal Department or the U.S. Compliance Department for further review and follow-up. Apart from those referred issues, I am not currently aware of any violation of applicable Federal health care program requirements, FDA requirements, requirements of the Corporate Integrity Agreement, or the requirements of AstraZeneca policies. I understand that this certification is being provided to and relied upon by the United States."

If any Certifying Employee is unable to provide such a conclusion in the certification, the Certifying Employee shall provide a written explanation of the reasons why he or she is unable to provide the certification outlined above and the steps being taken to address the issue(s) identified in the certification.

B. Written Standards.

1. *Code of Conduct.* Prior to the Effective Date, AstraZeneca developed, implemented, and distributed a written Code of Conduct to all Covered Persons who are employees. AstraZeneca currently requires all newly employed Covered Persons to certify in writing or electronically, that they have received, read, understood, and shall abide by AstraZeneca's Code of Conduct. AstraZeneca shall continue to make the promotion of, and adherence to, the Code of Conduct an element in evaluating the performance of all Covered Persons who are employees.

The Code of Conduct sets forth and shall continue to set forth, at a minimum, the following:

a. AstraZeneca's commitment to full compliance with all Federal health care program and FDA requirements, including its commitment to market, sell, promote, research, develop, provide

information about, and advertise its products in accordance with Federal health program requirements and FDA requirements;

b. AstraZeneca's requirement that all of its Covered Persons shall be expected to comply with all Federal health care program and FDA requirements and with AstraZeneca's own Policies and Procedures as implemented pursuant to Section III.B (including the requirements of this CIA);

c. AstraZeneca's requirement that all of its Covered Persons shall be expected to report to the U.S. Compliance Officer, or other appropriate individual designated by AstraZeneca, suspected violations of any Federal health care program and FDA requirements or of AstraZeneca's own Policies and Procedures;

d. the possible consequences to both AstraZeneca and its Covered Persons of failure to comply with Federal health care program and FDA requirements and with AstraZeneca's own Policies and Procedures and the failure to report such noncompliance; and

e. the right of all recipients of the Code of Conduct to use the Disclosure Program described in Section III.E, and AstraZeneca's commitment to nonretaliation and to maintain, as appropriate, confidentiality and anonymity with respect to such disclosures.

To the extent not already accomplished, within 120 days after the Effective Date, the Code of Conduct shall be distributed to each Covered Person and each Covered Person shall certify, in writing or electronically, that he or she has received, read, understood, and shall abide by AstraZeneca's Code of Conduct. New Covered Persons shall receive the Code of Conduct and shall complete the required certification within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later.

AstraZeneca shall periodically review the Code of Conduct to determine if revisions are appropriate and shall make any necessary revisions based on such review. Any revised Code of Conduct shall be distributed within 30 days after any revisions are finalized by the Compliance Office. Each Covered Person shall certify, in writing or

electronically, that he or she has received, read, understood, and shall abide by the revised Code of Conduct within 30 days after the distribution of the revised Code of Conduct.

2. *Third Party Personnel.* Within 120 days after the Effective Date, and annually thereafter by the anniversary of the Effective Date, AstraZeneca and/or the AstraZeneca Affiliate shall send a letter to each entity employing Third Party Personnel to the extent that the activities of the Third Party Personnel are governed by Federal health care and/or FDA requirements. The letter shall outline AstraZeneca's obligations under the CIA and its commitment to full compliance with all Federal health care program and FDA requirements. The letter shall include a description of AstraZeneca's U.S. Compliance Program. AstraZeneca and/or the AstraZeneca Affiliate shall attach a copy of its Code of Conduct to the letter and shall request the entity employing Third Party Personnel to either: (a) make a copy of AstraZeneca's Code of Conduct and a description of AstraZeneca's U.S. Compliance Program available to its Third Party Personnel; or (b) represent to AstraZeneca and/or the AstraZeneca Affiliate that it has and enforces a substantially comparable code of conduct and compliance program for its Third Party Personnel.

3. *Policies and Procedures.* Prior to the Effective Date, AstraZeneca implemented written Policies and Procedures regarding the operation of the U.S. Compliance Program and AstraZeneca's compliance with Federal health care program and FDA requirements (Policies and Procedures). To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall ensure that the Policies and Procedures address or shall continue to address:

a. the subjects relating to the Code of Conduct identified in Section III.B.1;

b. appropriate ways to conduct Promotional Functions in compliance with all applicable Federal healthcare program requirements, including, but not limited to the Federal anti-kickback statute (codified at 42 U.S.C. § 1320a-7b), and the False Claims Act (codified at 31 U.S.C. §§ 3729-3733);

c. appropriate ways to conduct Product Related Functions in compliance with all applicable Federal healthcare program requirements, including, but not limited to the Federal anti-

kickback statute (codified at 42 U.S.C. § 1320a-7b), and the False Claims Act (codified at 31 U.S.C. §§ 3729-3733);

d. appropriate ways to conduct Promotional Functions in compliance with all applicable FDA requirements;

e. appropriate ways to conduct Product Related Functions in compliance with all applicable FDA requirements;

f. the materials and information that may be distributed by AstraZeneca sales representatives about Government Reimbursed Products and the manner in which AstraZeneca sales representatives respond to requests for information about non-FDA approved (or "off-label") uses of Government Reimbursed Products. These Policies and Procedures shall require that, except in certain limited circumstances implicating public health and safety issues and as explicitly authorized, sales representatives refer all requests for information about non-FDA approved ("off-label") uses of Government Reimbursed Products to Medical Affairs. These Policies and Procedures shall also require that distribution of any reprints of medical journal articles must be consistent with applicable FDA guidance and other relevant requirements;

g. the materials and information that may be distributed by Medical Affairs and the mechanisms through, and manner in which, Medical Affairs receives and responds to requests for information submitted or generated by sales representatives about off-label uses of AstraZeneca's Government Reimbursed Products; the form and content of information disseminated by AstraZeneca in response to such requests; and the internal review process for the information disseminated.

The Policies and Procedures shall include a requirement that Medical Affairs develop database(s) ("Inquiries Database") to track all requests for information about AstraZeneca's products to Medical Affairs (including through Professional Information Requests (PIRs) and the Virtual Scientific Exchange Center

(VSEC)). The Inquiries Database shall include the following items of information for each unique inquiry (Inquiry) received for information about AstraZeneca's products: 1) date of Inquiry; 2) form of Inquiry (*e.g.,* fax, phone, etc.); 3) name of the requesting HCP or health care institution (HCI) in accordance with applicable privacy laws; 4) nature and topic of request (including exact language of the Inquiry if made in writing); 5) nature/form of the response from AstraZeneca (including a record of the materials provided to the HCP or HCI in response to the request); and 6) the name of the AstraZeneca representative who called on or interacted with the HCP or HCI, if known;

h. the manner and circumstances under which medical personnel from Medical Affairs (including Regional Scientific Managers (RSMs)) interact with or participate in meetings or events with HCPs or HCIs (either alone or with sales representatives or account executives) and the role of the medical personnel at such meetings or events, as well as how they handle responses to unsolicited requests about off-label indications of Government Reimbursed Products;

i. the development, implementation, and review of call plans for sales representatives who promote Government Reimbursed Products. For each Government Reimbursed Product, the Policies and Procedures shall require that AstraZeneca review the call plans for the product and the bases upon, and circumstances under which HCPs and HCIs belonging to specified medical specialties or types of clinical practice are included in, or excluded from, the call plans. The Policies and Procedures shall also require that AstraZeneca modify the call plans as necessary to ensure that AstraZeneca is promoting Government Reimbursed Products in a manner that complies with all applicable Federal health care program and FDA requirements. The call plan reviews shall occur at least annually and shall also occur each time when the FDA approves a new or additional indication for a Government Reimbursed Product;

j. the development, implementation, and review of plans for the distribution of samples of Government Reimbursed Products (Sample Distribution Plans). This shall include a review of the bases upon, and circumstances under, which HCPs and HCIs belonging to specified medical specialties or types of clinical practice may receive samples from AstraZeneca. The Policies and Procedures shall also require that AstraZeneca modify the Sample Distribution Plans as necessary to ensure that AstraZeneca is promoting Government Reimbursed Products in a manner that complies with all applicable Federal health care program and FDA requirements;

k. consultant or other fee-for-service arrangements entered into with HCPs or HCIs (including, but not limited to speaker programs, speaker training programs, presentations, consultant task force meetings, advisory boards, and ad hoc advisory activities, and any other financial engagement or arrangement with an HCP or HCI) and all events and expenses relating to such engagements or arrangements. These Policies and Procedures shall be designed to ensure that the arrangements and related events are used for legitimate and lawful purposes in accordance with applicable Federal health care program and FDA requirements. The Policies and Procedures shall include requirements about the content and circumstances of such arrangements and events;

l. programs to educate sales representatives, including but not limited to presentations by HCPs at sales meetings, preceptorships, tutorials, and experience-based learning activities. These Policies and Procedures shall be designed to ensure that the programs are used for legitimate and lawful purposes in accordance with applicable Federal health care program and FDA requirements. The Policies shall include requirements about the content and circumstances of such arrangements and events;

m. sponsorship or funding of grants (including educational grants) or charitable contributions. These Policies and Procedures shall be designed to ensure that AstraZeneca's funding and/or

sponsorship complies with all applicable Federal health care program and FDA requirements;

n. funding of, or participation in, any Third Party Educational Activity as defined in Section II.C.7 above. These Policies and Procedures shall be designed to ensure that AstraZeneca's or any AstraZeneca Affiliate's funding and/or sponsorship of such programs satisfies all applicable Federal health care program and FDA requirements;

   The Policies and Procedures shall require that: 1) AstraZeneca and any AstraZeneca Affiliate disclose its financial support of the Third Party Educational Activity and, to the extent feasible consistent with subsection III.B.2.n.4 below, any financial relationships with faculty, speakers, or organizers at such Activity; 2) as a condition of funding, the third party shall agree to disclose the company's financial support of the Third Party Educational Activity and to require faculty, speakers, or organizers at such Activity to disclose any financial relationship with the applicable AstraZeneca entity; 3) the Third Party Educational Activity have an educational focus; 4) the content, organization, and operation of the Third Party Educational Activity be independent of the AstraZeneca entity's control; 5) AstraZeneca or the AstraZeneca Affiliate support only Third Party Educational Activity that is non-promotional in tone/nature; and 6) AstraZeneca's or any AstraZeneca Affiliate's support of a Third Party Educational Activity shall be contingent on the provider's commitment to provide information at the Third Party Educational Activity that is fair, balanced, accurate and not misleading;

o. review of promotional materials and information intended to be disseminated outside AstraZeneca by appropriate qualified personnel (such as regulatory, medical, and/or legal personnel) in a manner designed to ensure that legal, regulatory, and medical concerns are properly addressed during AstraZeneca's review and approval process and are elevated when appropriate. The Policies and Procedures shall be designed to ensure that such

materials and information comply with all applicable Federal health care program and FDA requirements. The Policies and Procedures shall require that: 1) applicable review committees review all promotional materials prior to the distribution or use of such materials; and 2) deviations from the standard review committee practices and protocols (including timetables for the submission of materials for review) shall be documented and referred for appropriate follow-up;

p. sponsorship, funding of, and disclosures relating to Product Related Functions. These Policies and Procedures shall be designed to ensure that AstraZeneca's or any AstraZeneca Affiliate's funding, sponsorship, and disclosure complies with all applicable Federal health care program and FDA requirements;

q. compensation (including through salaries, bonuses, and contests) for Relevant Covered Persons who are sales representatives. These Policies and Procedures shall: 1) be designed to ensure that financial incentives do not inappropriately motivate such individuals to engage in improper promotion, sales, and marketing of AstraZeneca's Government Reimbursed Products; and 2) include mechanisms, where appropriate, to exclude from incentive compensation sales that may indicate off-label promotion of Government Reimbursed Products;

r. the submission of information about any Government Reimbursed Product to any compendia such as Drugdex or other published source of information used in connection with the determination of coverage by a Federal health care program for the Product ("Compendia"). This includes any initial submission of information to any Compendia and the submission of any additional, updated, supplemental, or changed information (*e.g.*, any changes based on AstraZeneca's discovery of erroneous or scientifically unsound information or data associated with the information in the Compendia.) The Policies and Procedures shall include a requirement that AstraZeneca conduct an annual review of all arrangements, processing fees, or other payments or financial support (if any) provided by the company to any

Compendia. AstraZeneca U.S. compliance personnel shall be involved in this review;

s. investigator-sponsored studies (ISSs) (sometimes also called investigator-initiated trials) including the decision to provide financial or other support for the ISSs; the manner in which support is provided; and support for publication of information about the ISSs, including the publication of information about the trial outcomes and results and the uses made of publications relating to ISSs;

t. authorship of any articles or other publications about Government Reimbursed Products or about therapeutic areas or disease states that may be treated with Government Reimbursed Products, including, but not limited to, the disclosure of any and all relationships between the author and AstraZeneca or any AstraZeneca Affiliate, the identification of all authors or contributors (including professional writers) associated with a given publication, and the scope and breadth of research results made available to each author or contributor; and

u. disciplinary policies and procedures for violations of AstraZeneca's Policies and Procedures, including policies relating to Federal health care program and FDA requirements.

To the extent not already accomplished, within 120 days after the Effective Date, the relevant portions of the Policies and Procedures shall be made available to all Covered Persons whose job functions relate to those Policies and Procedures. Appropriate and knowledgeable staff shall be available to explain the Policies and Procedures.

At least annually (and more frequently, if appropriate), AstraZeneca shall assess and update, as necessary, the Policies and Procedures. Within 30 days after the effective date of any revisions, the relevant portions of any such revised Policies and Procedures shall be made available to all Covered Persons whose job functions relate to those Policies and Procedures.

C. Training and Education.

AstraZeneca represents that it provides training to its employees on a regular basis concerning a variety of topics. The training covered by this CIA need not be separate and distinct from the regular training provided by AstraZeneca, but instead may be integrated fully into such regular training so long as the training covers the areas specified below.

1. *General Training.* Within 120 days after the Effective Date, AstraZeneca shall provide at least one hour of General Training to each Covered Person. This training, at a minimum, shall explain AstraZeneca's:

a. CIA requirements; and

b. AstraZeneca's U.S. Compliance Program, including the Code of Conduct. This training shall include updates about AstraZeneca's conformance with the requirements of its U.S. Compliance Program (e.g., including explanations of instances in which Covered Persons satisfied the requirements of the program, general statistical information about disciplinary actions taken against Covered Persons for violations of AstraZeneca's policies, and general explanations about the types of violations that occurred.)

New Covered Persons shall receive the General Training described above within 30 days after becoming a Covered Person or within 120 days after the Effective Date, whichever is later. After receiving the initial General Training described above, each Covered Person shall receive at least one hour of General Training in each subsequent Reporting Period.

For any person who completed the Code of Conduct training on or after August 1, 2009, AstraZeneca may provide less than one hour of initial General Training to those Covered Persons, provided that those Covered Persons: i) receive training on the CIA requirements within 120 days after the Effective Date; and ii) receive General Training on the Code of Conduct no later than August 31, 2010.

2. *Specific Training.*

Within 150 days after the Effective Date, each Relevant Covered Person engaged in Promotional Functions and/or Product Related Functions shall receive at least three hours of Specific Training applicable to their specific job functions in addition to the General Training required above. This Specific Training shall include a discussion of:

a. all applicable Federal health care program requirements relating to Promotional Functions and/or Product Related Functions;

b. all applicable FDA requirements relating to Promotional Functions and/or Product Related Functions;

c. all AstraZeneca Policies and Procedures and other requirements applicable to Promotional Functions and/or Product Related Functions;

d. the personal obligation of each individual involved in Promotional Functions and/or Product Related Functions to comply with all applicable Federal health care program and FDA requirements and all other applicable legal requirements;

e. the legal sanctions for violations of the applicable Federal health care program and FDA requirements; and

f. examples of proper and improper practices related to Promotional Functions and/or Product Related Functions.

New Relevant Covered Persons shall receive the applicable training within 30 days after the beginning of their employment or becoming Relevant Covered Persons, or within 150 days after the Effective Date, whichever is later.

After receiving the initial Specific Training described in this Section, each Relevant Covered Person shall receive at least three hours of the applicable Specific Training in each subsequent Reporting Period.

3. *Certification.* Each individual who is required to complete training shall certify, in writing or electronically, that he or she has received the required training. The certification shall specify the type of training received and the date received. The U.S. Compliance Officer (or designee) shall retain the certifications, along with all course materials. These shall be made available to OIG, upon request.

4. *Qualifications of Trainer.* Persons providing the training shall be knowledgeable about the subject area of the training, including applicable Federal health care program and FDA requirements. The training and education required under this Section III.C may be provided by supervisory employees, knowledgeable staff, AstraZeneca trainers, and/or outside consultant trainers selected by AstraZeneca.

5. *Update of Training.* AstraZeneca shall review the training annually, and, where appropriate, update the training to reflect changes in relevant Federal health care program requirements or FDA requirements, any relevant issues discovered during any internal audits or any IRO Review, and any other relevant information.

6. *Computer-based Training.* AstraZeneca may provide the training required under this CIA through appropriate computer-based training approaches. If AstraZeneca chooses to provide computer-based training, it shall make available appropriately qualified and knowledgeable staff or trainers to answer questions or provide additional information to the Covered Persons receiving such training. In addition, if AstraZeneca chooses to provide computer-based General or Specific Training, all applicable requirements to provide a number of "hours" of training in this Section III.C may be met with respect to computer-based training by providing the required number of "normative" hours as that term is used in the computer-based training industry.

D. Review Procedures.

1. *General Description.*

a. Engagement of Independent Review Organization. Within 120 days after the Effective Date, AstraZeneca shall engage an entity (or entities), such as an accounting, auditing, or consulting firm (hereinafter "Independent Review Organization" or "IRO"), to perform the reviews required by this CIA to assist AstraZeneca in assessing and evaluating its Promotional Functions and its Product Related Functions. The applicable requirements relating to the IRO are outlined in Appendix A to this CIA, which is incorporated by reference.

Each IRO engaged by AstraZeneca shall have expertise in applicable Federal health care program and FDA requirements as may be

appropriate to the Review for which the IRO is retained. Each IRO shall assess, along with AstraZeneca, whether it can perform the engagement in a professionally independent and objective fashion, as appropriate to the nature of the review, taking into account any other business relationships or other engagements that may exist.

The IRO(s) shall conduct two types of reviews that assess AstraZeneca's systems, processes, policies, procedures, and practices relating to Promotional Functions and to Product Related Functions (collectively, "IRO Reviews").

b. Frequency and Brief Description of Reviews. As set forth more fully in Appendix B, the IRO Reviews shall consist of two components - a Systems Review and a Transactions Review. The Systems Review shall assess AstraZeneca's systems, processes, policies, and procedures relating to Promotional Functions and Product Related Functions. If there are no material changes in AstraZeneca's relevant systems, processes, policies, and procedures, the IRO Systems Review shall be performed for the periods covering the first and fourth Reporting Periods. If AstraZeneca materially changes its relevant systems, processes, policies, and procedures, the IRO shall perform a Systems Review for the Reporting Period in which such changes were made in addition to conducting the Systems Review for the first and fourth Reporting Periods, as set forth more fully in Appendix B.

The Transactions Review shall be performed annually and shall cover each of the five Reporting Periods. The IRO(s) shall perform all components of each annual Transaction Review. As set forth more fully in Appendix B, the Transactions Review shall include several components.

In addition, each Transactions Review shall also include a review of up to three additional areas or practices of AstraZeneca identified by the OIG in its discretion (hereafter "Additional Items"). For purposes of identifying the Additional Items to be included in the Transactions Review for a particular Reporting Period, the OIG will consult with AstraZeneca and may consider internal audit work

conducted by AstraZeneca, the Government Reimbursed Product portfolio, the nature and scope of AstraZeneca's promotional practices and arrangements with HCPs and HCIs, and other information known to it.

As set forth more fully in Appendix B, AstraZeneca may propose to the OIG that its internal audit(s) be partially substituted for one or more of the Additional Items that would otherwise be reviewed by the IRO as part of the Transactions Review. The OIG retains sole discretion over whether, and in what manner, to allow AstraZeneca's internal audit work to be substituted for a portion of the Additional Items review conducted by the IRO.

The OIG shall notify AstraZeneca of the nature and scope of the IRO review for each of the Additional Items not later than 150 days prior to the end of each Reporting Period. Prior to undertaking the review of the Additional Items, the IRO and/or AstraZeneca shall submit an audit work plan to the OIG for approval and the IRO shall conduct the review of the Additional Items based on a work plan approved by the OIG.

c. *Retention of Records*. The IRO and AstraZeneca shall retain and make available to OIG, upon request, all work papers, supporting documentation, correspondence, and draft reports (those exchanged between the IRO and AstraZeneca) related to the reviews.

2. *IRO Review Reports.* The IRO(s) shall prepare a report (or reports) based upon each Review performed (IRO Review Report). The information and content to be included in the IRO Review Report is described in Appendix B, which is incorporated by reference.

3. *Validation Review*. In the event OIG has reason to believe that: (a) any IRO Review fails to conform to the requirements of this CIA; or (b) the IRO's findings or Review results are inaccurate, OIG may, at its sole discretion, conduct its own review to determine whether the applicable IRO Review complied with the requirements of the CIA and/or the findings or Review results are inaccurate (Validation Review). AstraZeneca shall pay for the reasonable cost of any such review performed by OIG or any of its designated agents. Any Validation Review of Reports submitted as part of AstraZeneca's

final Annual Report shall be initiated no later than one year after AstraZeneca's final submission (as described in Section II) is received by OIG.

Prior to initiating a Validation Review, OIG shall notify AstraZeneca of its intent to do so and provide a written explanation of why OIG believes such a review is necessary. To resolve any concerns raised by OIG, AstraZeneca may request a meeting with OIG to: (a) discuss the results of any Review submissions or findings; (b) present any additional information to clarify the results of the applicable Review or to correct the inaccuracy of the Review; and/or (c) propose alternatives to the proposed Validation Review. AstraZeneca agrees to provide any additional information as may be requested by OIG under this Section III.D.3 in an expedited manner. OIG will attempt in good faith to resolve any Review issues with AstraZeneca prior to conducting a Validation Review. However, the final determination as to whether or not to proceed with a Validation Review shall be made at the sole discretion of OIG.

4. *Independence and Objectivity Certification.* The IRO shall include in its report(s) to AstraZeneca a certification or sworn affidavit that it has evaluated its professional independence and objectivity, as appropriate to the nature of the engagement, with regard to the applicable Review and that it has concluded that it is, in fact, independent and objective.

E. Disclosure Program. AstraZeneca currently has a disclosure program that AstraZeneca represents is designed to facilitate communications relating to compliance with Federal health care program and FDA requirements and AstraZeneca's policies (the "Disclosure Program"). During the term of the CIA, AstraZeneca shall maintain a Disclosure Program that includes a mechanism (a toll-free compliance telephone line and/or on-line electronic reporting) to enable individuals to disclose, to the U.S. Compliance Officer or some other person who is not in the disclosing individual's chain of command, any identified issues or questions associated with AstraZeneca's policies, conduct, practices, or procedures with respect to a Federal health care program or FDA requirement believed by the individual to be a potential violation of criminal, civil, or administrative law. AstraZeneca shall continue to appropriately publicize the existence of the disclosure mechanism (e.g., via periodic electronic communications to employees or by posting the information in prominent common areas).

The Disclosure Program shall emphasize a nonretaliation policy, and shall include a reporting mechanism for anonymous communications for which appropriate confidentiality shall be maintained. Upon receipt of a disclosure, the U.S. Compliance

Officer (or designee) shall gather all relevant information from the disclosing individual. The U.S. Compliance Officer (or designee) shall make a preliminary, good faith inquiry into the allegations set forth in every disclosure to ensure that he or she has obtained all of the information necessary to determine whether a further review should be conducted. For any disclosure that is sufficiently specific so that it reasonably: (1) permits a determination of the appropriateness of the alleged improper practice; and (2) provides an opportunity for taking corrective action, AstraZeneca shall conduct an internal review of the allegations set forth in the disclosure and ensure that proper follow-up is conducted.

The U.S. Compliance Officer (or designee) shall maintain a disclosure log, which shall include a record and summary of each disclosure received (whether anonymous or not), the status of the respective internal reviews, and any corrective action taken in response to the internal reviews. The disclosure log shall be made available to OIG upon request.

F. Ineligible Persons.

1. *Definitions*. For purposes of this CIA:

a. an "Ineligible Person" shall include an individual or entity who:

i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or

ii. has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible.

b. "Exclusion Lists" include:

i. the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at http://www.oig.hhs.gov); and

ii. the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at http://www.epls.gov).

2. *Screening Requirements.* AstraZeneca shall ensure that all prospective and current Covered Persons are not Ineligible Persons, by implementing the following screening requirements.

a. as part of the hiring or contracting process, AstraZeneca shall require that all prospective and current Covered Persons disclose whether they are Ineligible Persons and shall screen such prospective and current Covered Persons against the Exclusion Lists prior to using their services;

b. AstraZeneca shall screen all Covered Persons against the Exclusion Lists within 90 days after the Effective Date and on an annual basis thereafter; and

c. AstraZeneca shall implement a policy requiring all Covered Persons to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

Nothing in this Section affects the responsibility of (or liability for) AstraZeneca to (if applicable) refrain from billing Federal health care programs for items or services furnished, ordered, or prescribed by an Ineligible Person. AstraZeneca understands that items or services furnished by excluded persons are not payable by Federal health care programs and that AstraZeneca may be liable for overpayments (if applicable) and/or criminal, civil, and administrative sanctions for employing or contracting with an excluded person regardless of whether AstraZeneca meets the requirements of Section III.F.

3. *Removal Requirement.* If AstraZeneca has actual notice that a Covered Person has become an Ineligible Person, AstraZeneca shall remove such Covered Person from responsibility for, or involvement with, AstraZeneca's business operations related to the Federal health care programs and shall remove such employed Covered Person from any position for which the employed Covered Person's compensation or the items or services furnished, ordered, or prescribed by the Covered Person are paid in whole or part, directly or indirectly, by Federal health care programs or otherwise with Federal funds at least until such time as the Covered Person is reinstated into participation in the Federal health care programs.

4. *Pending Charges and Proposed Exclusions.* If AstraZeneca has actual notice that a Covered Person is charged with a criminal offense that falls within the scope of 42 U.S.C. §§ 1320a-7(a), 1320a-7(b)(1)-(3), or is proposed for exclusion during the Covered Person's employment or contract term, AstraZeneca shall take all appropriate actions to ensure that the responsibilities of that Covered Person have not and shall not adversely affect the accuracy of any claims submitted to any Federal health care program.

G. Notification of Government Investigation or Legal Proceedings. Within 30 days after discovery by AstraZeneca, AstraZeneca shall notify OIG, in writing, of any ongoing investigation or legal proceeding conducted or brought by a U.S.-based

governmental entity or its agents involving an allegation that AstraZeneca has committed a crime or has engaged in fraudulent activities. This notification shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding. AstraZeneca shall also provide written notice to OIG within 30 days after the resolution of the matter, and shall provide OIG with a description of the findings and/or results of the investigation or proceedings, if any.

H. Reportable Events.

1. *Definition of Reportable Event.* For purposes of this CIA, a "Reportable Event" means anything that involves:

a. a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any Federal health care program for which penalties or exclusion may be authorized;

b. a matter that a reasonable person would consider a probable violation of criminal, civil, or administrative laws applicable to any FDA requirements relating to the promotion of Government Reimbursed Products (including an FDA Warning Letter issued to AstraZeneca or any AstraZeneca Affiliate); or

c. the filing of a bankruptcy petition by AstraZeneca.

A Reportable Event may be the result of an isolated event or a series of occurrences.

2. *Reporting of Reportable Events.* If AstraZeneca determines (after a reasonable opportunity to conduct an appropriate review or investigation of the allegations) through any means that there is a Reportable Event, AstraZeneca shall notify OIG, in writing, within 30 days after making the determination that the Reportable Event exists. The report to OIG shall include the following information:

a. a complete description of the Reportable Event, including the relevant facts, persons involved, and the legal and Federal health care program and/or FDA authorities implicated; and

b. a description of AstraZeneca's actions taken to correct the Reportable Event and any further steps AstraZeneca plans to take to address the Reportable Event and prevent it from recurring, including a description of any disciplinary action taken.

c. If the Reportable Event involves the filing of a bankruptcy petition, the report to the OIG shall include documentation of the filing and a description of any Federal health care program authorities and/or FDA authorities implicated.

d. AstraZeneca shall not be required to report as a Reportable Event any matter previously disclosed under Section III.G.

I. Notification of Communications with FDA. Within 30 days after the date of any written report, correspondence, or communication between AstraZeneca and the FDA that materially discusses AstraZeneca's or a Covered Person's actual or potential unlawful or improper promotion of AstraZeneca's products (including any improper dissemination of information about off-label indications), AstraZeneca shall provide a copy of the report, correspondence, or communication to the OIG. AstraZeneca shall also provide written notice to the OIG within 30 days after the resolution of any such disclosed off-label matter, and shall provide the OIG with a description of the findings and/or results of the matter, if any.

J. Field Force Monitoring and Review Efforts.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a comprehensive Field Force Monitoring Program (FFMP) to evaluate and monitor its sales representatives' interactions with HCPs and HCIs. The FFMP shall be a formalized process designed to directly and indirectly observe the appropriateness of sales representatives' interactions with HCPs and HCIs and to identify potential off-label promotional activities or other improper conduct. As described in more detail below, the FFMP shall include: 1) a Speaker Monitoring Program; 2) direct field observations (Observations) of sales representatives; and 3) the monitoring and review of other records relating to sales representatives' interactions with HCPs and HCIs (Records Reviews).

Prior to the Effective Date, AstraZeneca provided electronic tablet notebooks (the Tablet PC System) to all of its field-based sales representatives. These electronic notebooks are part of a centralized, electronic system to be used by sales representatives in connection with the detailing of HCPs (detailing system). AstraZeneca shall maintain the Tablet PC System or another electronic detailing system that includes the controls described in this paragraph throughout the term of the CIA. The detailing system shall continue to include controls designed to ensure compliance with Federal health care program and FDA requirements and shall permit the tracking of detailing-related activities, including the submission of Inquiries (as defined above in Section III.B.3.g) and the distribution of samples of Government Reimbursed Products to HCPs. The detailing system shall continue to include a centralized mechanism through which sales representatives may submit Inquiries to Medical Affairs. With regard to the distribution of samples, the detailing system and its controls shall prevent the delivery of samples of particular Government Reimbursed Products to HCPs that AstraZeneca has identified as belonging to a specialty group that is unlikely to prescribe the particular Government Reimbursed Product for a use consistent with the FDA-approved label for the product.

1. *Speaker Program Activities.* With regard to speaker programs, AstraZeneca shall maintain processes to require all speakers to complete training and enter written agreements that describe the scope of work to be performed, the speaker fees to be paid, and compliance obligations for the speakers (including requirements that the speaker may only use AstraZeneca approved materials and may not directly or indirectly promote the product for off-label uses.) AstraZeneca shall maintain a centralized electronic system through which all speaker programs are administered. This system shall establish controls regarding eligibility and qualifications of speakers and venues for the programs and require that speakers are paid according to a centrally managed, pre-set rate structure determined based on a fair-market value analysis conducted by AstraZeneca. AstraZeneca shall maintain a comprehensive list of speaker program attendees through its centralized system. In addition, AstraZeneca shall track and review the aggregate amount (including speaker fees, travel, and other expenses) paid to each speaker in connection with speaker programs conducted during each Reporting Period. AstraZeneca shall require certified evaluations by sales representatives or other AstraZeneca personnel regarding whether a speaker program complied with AstraZeneca requirements, and in the event of non-compliance, AstraZeneca shall require the identification of the policy violation and ensure appropriate follow up activity to address the violation.

To the extent not already accomplished, AstraZeneca shall institute a Speaker Monitoring Program under which AstraZeneca U.S. compliance or management

personnel or outside personnel acting on behalf of AstraZeneca shall attend 250 speaker programs during each Reporting Period and conduct live audits of the programs (Speaker Program Audits). The programs subject to Speaker Program Audits shall be selected both on a risk-based targeting approach and on a sampling approach. For each program reviewed, personnel conducting the Speaker Program Audits shall review slide materials and other materials used as part of the speaker program, speaker statements made during the program, and AstraZeneca representative activities during the program to assess whether the programs were conducted in a manner consistent with AstraZeneca's Policies and Procedures. AstraZeneca shall maintain the controls around speaker programs as described above, and shall conduct its Speaker Program Audits as described above throughout the term of the CIA.

2. *Observations*. As a component of the FFMP, AstraZeneca U.S. compliance personnel shall conduct observations of sales representatives to assess whether the messages delivered and materials distributed to HCPs are consistent with applicable legal requirements and with AstraZeneca's Policies and Procedures. These observations shall be full day ride-alongs with sales representatives (Observations), and each Observation shall consist of directly observing all meetings between a sales representative and HCPs during the workday. The Observations shall be scheduled throughout the year, selected by AstraZeneca U.S. compliance personnel both on a risk-based targeting approach and on a sampling approach, include each therapeutic area and actively promoted product, and be conducted across the United States. At the completion of each Observation, AstraZeneca U.S. compliance personnel shall prepare a report which includes:

1) the identity of the sales representative;
2) the identity of the AstraZeneca compliance personnel;
3) the date and duration of the Observation;
4) the product(s) promoted during the Observation;
5) an overall assessment of compliance with AstraZeneca policy; and
6) the identification of any potential off-label promotional activity or other improper conduct by the sales representative.

AstraZeneca U.S. compliance personnel shall conduct at least 75 Observations during each Reporting Period.

3. *Records Reviews*. As a component of the FFMP, AstraZeneca shall also review various types of records to assess sales representatives' interactions with HCPs and HCIs and to identify potential or actual compliance violations. For each Reporting

Period, AstraZeneca shall develop and implement a plan for conducting Records Reviews associated with at least three Government Reimbursed Products and a sampling of the representatives promoting those products in every separate region. The OIG shall have the discretion to identify the three Government Reimbursed Products to be reviewed for each Reporting Period. The OIG will select the products based on information about AstraZeneca's products provided by AstraZeneca, upon request by the OIG no later than 60 days prior to the beginning of the Reporting Period, and other information known to the OIG. If the OIG does not identify the Government Reimbursed Products to be reviewed within the first 30 days of the Reporting Period, AstraZeneca shall select the three products to be reviewed.

These Records Reviews shall include the monitoring and review of: 1) records and systems relating to sales representatives' interactions with HCPs and HCIs relating to promotional speaker program activities, samples, meals, and other events or items (including records from the electronic detailing system for the particular sales representative, sales communications from managers, and expense reports); 2) requests for medical information (including through PIRs and the VSEC); 3) tutorials and preceptorships; 4) message recall studies or other similar records (such as Verbatims) purporting to reflect the details of sales representatives' interactions with HCPs and HCIs; 5) sales representative call notes; 6) sales representatives' e-mails and other electronic records; and 7) recorded results of the Observations of sales representatives and applicable notes or information from the sales representatives' managers.

4. *Reporting and Follow-up.* Personnel conducting the Speaker Program Audits, Observations, and Records Reviews shall have access to all relevant records and information necessary to assess potential or actual compliance violations. Results from the FFMP audits, including the identification of potential violations of policies and/or legal requirements, shall be compiled and reported to the U.S. Compliance Department for review and follow-up as appropriate. In the event that a potential violation of AstraZeneca's Policies and Procedures or of legal or compliance requirements, including but not limited to potential off-label promotion, is identified during any aspect of the FFMP, AstraZeneca shall investigate the incident consistent with established Policies and Procedures for the handling of investigations and shall take all necessary and appropriate responsive action (including disciplinary action) and corrective action, including the disclosure of Reportable Events pursuant to Section III.H above, if applicable. Any compliance issues identified during a Speaker Program Audit, Observation and/or Records Review and any corrective action shall be recorded in the files of the U.S. Compliance Department.

AstraZeneca shall include a summary of the FFMP and the results of the FFMP as part of each Annual Report. As part of each Annual Report, AstraZeneca also shall provide the OIG with copies of the Observation report for any instances in which it was determined that improper promotion occurred and a description of the action(s) that AstraZeneca took as a result of such determinations. AstraZeneca shall make the Observation reports for all other Observations available to the OIG upon request.

K. Monitoring of Non-Promotional Activities.

To the extent not already accomplished, within 120 days after the Effective Date AstraZeneca shall develop and implement a monitoring program for the following types of activities: 1) consultant arrangement activities; 2) research-related activities; 3) publication activities; and 4) medical education grants. This program shall be referred to as the Non-Promotional Monitoring Program.

1. *Consultant Arrangement Activities.* To the extent that AstraZeneca engages U.S.-based HCPs or HCIs for services other than for speaker programs, tutorials, preceptorships, or research-related functions that relate to Promotional Functions or to Product Related Functions (e.g., as a member of an advisory board or to attend consultant meetings), such HCPs or HCIs shall be referred to herein as Consultants. AstraZeneca shall require all Consultants to enter written agreements describing the scope of work to be performed, the fees to be paid, and compliance obligations for the Consultants. Consultants shall be paid according to a centrally managed, pre-set rate structure that is determined based on a fair-market value analysis conducted by AstraZeneca.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a process to develop quarterly budgeting plans that identify the business needs for, and the estimated numbers of, various Consultant engagements and activities to occur during the following quarter. The quarterly Consultant budgeting plans shall also identify the budgeted amounts to be spent on Consultant-related activities. AstraZeneca's U.S. compliance personnel shall be involved in the review and approval of such budgeting plans, including any subsequent modification of an approved plan. The purpose of this review shall be to ensure that Consultant arrangements and related events are used for legitimate purposes in accordance with applicable AstraZeneca Policies and Procedures.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a process to ensure that a needs assessment (or business rationale form) has been completed to justify the retention of a Consultant prior to the retention of the Consultant. The needs assessment shall identify the business need for the retention of the Consultant and provide specific details about the consulting arrangement (e.g., information about the numbers and qualifications of the HCPs or HCIs to be engaged, the agenda for the proposed meeting, and a description of the proposed work to be done and type of work product to be generated.) Any deviations from the Consultant budgeting plans shall be documented in the needs assessment form and shall be subject to review and approval by AstraZeneca U.S. compliance personnel.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall amend its policies and procedures in a manner designed to ensure that each Consultant performed the work for which the Consultant was engaged and that, as applicable, AstraZeneca received the work product generated by the Consultant.

Within 120 days after the Effective Date, AstraZeneca shall establish a Consultant Monitoring Program through which it shall conduct audits for each Reporting Period (Consultant Program Audits) of at least 70 Consultant arrangements with HCPs. The Consultant Program Audits shall include at least 20 advisory board programs and 50 professional services agreements with HCPs. The Consultant Monitoring Program shall review Consultant arrangements both on a risk-based targeting approach and on a sampling approach. AstraZeneca U.S. compliance personnel conducting the Consultant Program Audits shall review needs assessment documents, consultant contracts, and materials relating to the program or work of the Consultant (including work product resulting from any program or event), in order to assess whether the programs and arrangements were conducted in a manner consistent with AstraZeneca's Policies and Procedures. Results from the Consultant Program Audits, including the identification of potential violations of policies, shall be compiled and reported to the U.S. Compliance Department for review and follow-up as appropriate.

2. *Research-Related Activities*. To the extent that AstraZeneca or any AstraZeneca Affiliate (hereafter in this Section III.K.2, collectively "AstraZeneca") engages U.S.-based HCPs or HCIs to conduct post-marketing research or to the extent that AstraZeneca provides financial and other support to HCPs or HCIs for ISSs, such HCPs and HCIs shall be referred to collectively as "Researchers". AstraZeneca shall require all Researchers to enter written agreements describing the scope of the clinical research or other work to be performed, the fees to be paid, and compliance obligations

for the Researchers. Researchers shall be paid according to a centrally managed, pre-set rate structure that is determined based on a fair-market value analysis conducted by AstraZeneca.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish an annual budgeting plan for Researchers that identifies the business or scientific need for, and the estimated numbers of, the various Researcher engagements and activities to occur during the year. The annual Researcher budgeting plan shall also identify the budgeted amounts to be spent on Researcher-related activities during the year. AstraZeneca U.S. compliance personnel shall be involved in the review and approval of such budgeting plans, including any subsequent modification of an approved plan. The purpose of this review shall be to ensure that Research arrangements and related events are used for legitimate purposes in accordance with AstraZeneca Policies and Procedures.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a process to ensure that a needs assessment has been completed to justify the retention of the Researcher prior to the retention of the Researcher. The needs assessment shall identify the business or scientific need for the information to be provided by the Researcher and provide specific details about the research arrangement (including, for example, information about the numbers and qualifications of the HCPs or HCIs to be engaged, a description of the proposed research to be done (including the research protocol) and type of work product to be generated). Any deviations from the Researcher budgeting plans shall be documented in the needs assessment form (or elsewhere, as appropriate) and shall be subject to review and approval by AstraZeneca U.S. compliance personnel.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall amend its policies and procedures in a manner designed to ensure that each Researcher performed the work for which the Researcher was engaged.

Within 120 days after the Effective Date, AstraZeneca shall establish a Researcher Monitoring Program through which it shall conduct audits for each Reporting Period (Researcher Program Audits) of at least 30 Researcher arrangements with HCPs or HCIs. Of the Researcher Program Audits, at least 20 shall pertain to ISSs and 10 shall pertain to post-marketing studies. The Researcher Monitoring Program shall review Researcher arrangements both on a risk-based targeting approach and on a sampling approach. AstraZeneca U.S. compliance personnel conducting the Researcher Program Audits shall

review needs assessment documents, proposal and/or protocol documents, approval documents, contracts, and payments in order to assess whether the programs and arrangements were supported by AstraZeneca and performed by the Researchers in a manner consistent with AstraZeneca's Policies and Procedures. Results from the Researcher Program Audits, including identification of potential violations of policies, shall be compiled and reported to the U.S. Compliance Department for review and follow-up as appropriate.

3. *Publication Activities.* To the extent that AstraZeneca engages HCPs or HCIs to produce articles or other publications relating to Government Reimbursed Products (collectively "Publication Activities") such HCPs or HCIs shall be referred to as Authors. AstraZeneca shall require all Authors to enter written agreements describing the scope of work to be performed, the fees to be paid in connection with the Publication Activities, and compliance obligations of the Authors. Authors shall be paid according to a centrally managed, pre-set rate structure that is determined based on a fair-market value analysis conducted by AstraZeneca.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a process to develop annual plans that identify the business needs for and the estimated numbers of various Publication Activities (Publications Plans). The annual Publications Plan shall also identify the budgeted amounts to be spent on Publication Activities. AstraZeneca's U.S. compliance personnel shall be involved in the review and approval of such annual Publications Plans, including any modification of an approved plan. The purpose of this review shall be to ensure that Publication Activities and related events are used for legitimate purposes in accordance with AstraZeneca Policies and Procedures.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a needs assessment process for Publication Activities. This process shall ensure that a needs assessment has been completed prior to the retention of an Author for a Publication Activity. The needs assessment shall provide specific details about Publication Activities to be performed (including a description of the proposed work to be done, type of work product to be generated, and the purpose for the work.) Any deviations from the Publications Plan shall be documented in the needs assessment form (or elsewhere, as appropriate) and shall be subject to review and approval by AstraZeneca U.S. compliance personnel.

Within 120 days after the Effective Date, AstraZeneca shall establish a Publication Monitoring Program through which it shall conduct audits for each Reporting Period of at least 50 U.S.-sponsored Publication Activities. The Publication Monitoring Program shall select publications for review both on a risk-based targeting approach and on a sampling approach. AstraZeneca U.S. compliance personnel conducting the Publication Monitoring Program shall review needs assessment documents, proposal documents, approval documents, contracts, payments and materials relating to the Publication Activities (including work product resulting from the Activities), in order to assess whether the activities were conducted in a manner consistent with AstraZeneca's Policies and Procedures. Results from the Publication Monitoring Programs, including the identification of potential violations of policies, shall be compiled and reported to the U.S. Compliance Department for review and follow-up as appropriate.

4. *Medical Education Grant Activities.* AstraZeneca represents that it has established a Medical Education Grants Office (MEGO) within its Medical Affairs Department as the exclusive mechanism through which requestors may seek or be awarded grants for independent medical education activities.

AstraZeneca represents that its sales and marketing departments have no involvement in, or influence over, the review and approval of medical education grants. Grant requests shall be submitted through an on-line process and requests are processed in accordance with standardized criteria developed by MEGO. AstraZeneca shall continue the medical education grant process described above (or an equivalent process) throughout the term of the CIA, and shall notify the OIG in writing at least 60 days prior to the implementation of any new system subsequent to the Effective Date.

To the extent not already accomplished, within 120 days after the Effective Date, AstraZeneca shall establish a Grants Monitoring Program through which it shall conduct audits for each Reporting Period of at least 60 medical education grants. The Grants Monitoring Program shall select grants for review both on a risk-based targeting approach and on a sampling approach. AstraZeneca U.S. compliance personnel conducting the Grants Monitoring Program shall review proposal documents (including grant requests), approval documents, contracts, payments and materials relating to MEGO's review of the requests, and documents and materials relating to the grants and any events or activities funded through the grants in order to assess whether the activities were conducted in a manner consistent with AstraZeneca's Policies and Procedures. Results from the Grant Monitoring Programs, including the identification of potential violations of policies, shall

be compiled and reported to the U.S. Compliance Department for review and follow-up as appropriate.

5. *Follow Up Reviews and Reporting.* In the event that a potential violation of AstraZeneca's Policies and Procedures or of legal or compliance requirements, including but not limited to potential off-label promotion, are identified during any aspect of the Non-Promotional Monitoring Program, AstraZeneca shall investigate the incident consistent with established Policies and Procedures for the handling of investigations and shall take all necessary and appropriate responsive action (including disciplinary action) and corrective action, including the disclosure of Reportable Events pursuant to Section III.H above, if applicable. Any compliance issues identified during any Non-Promotional Monitoring Program referenced above, and any corrective action, shall be recorded in the files of the U.S. Compliance Department.

AstraZeneca shall include a summary of the Non-Promotional Monitoring Program and the results of the Non-Promotional Monitoring Program as part of each Annual Report. As part of each Annual Report, AstraZeneca also shall provide the OIG with descriptions of any instances identified through the Non-Promotional Monitoring Program in which it was determined that improper promotion of Government Reimbursed Products occurred or the activities violated AstraZeneca's requirements or Policies and Procedures, and a description of the action(s) that AstraZeneca took as a result of such determinations. AstraZeneca shall make the documents relating to the Non-Promotional Monitoring Program available to the OIG upon request.

L. Notice to Health Care Providers and Entities. Within 90 days after the Effective Date, AstraZeneca shall send, by first class mail, postage prepaid and return receipt requested, a notice containing the language set forth below to all HCPs and HCIs that AstraZeneca currently details. This notice shall be dated and shall be signed by AstraZeneca's President. The body of the letter shall state the following:

> As you may be aware, AstraZeneca recently entered into a civil and administrative settlement with the United States and individual states in connection with the promotion of one of its products. This letter provides you with additional information about the settlement, explains AstraZeneca's commitments going forward, and provides you with access to information about those commitments.
>
> In general terms, the Government alleged that AstraZeneca unlawfully promoted the drug Seroquel for certain uses not approved by the Food & Drug

Administration (FDA). To resolve these matters, although AstraZeneca did not admit any wrongful conduct, AstraZeneca agreed to pay more than $520 million to the Federal Government and State Medicaid programs. More information about this settlement may be found at the following: **[AstraZeneca shall include a link to the USAO, and AstraZeneca websites in the letter.]**

As part of the federal settlement, AstraZeneca also entered into a five-year corporate integrity agreement with the Office of Inspector General of the U.S. Department of Health and Human Services. The corporate integrity agreement is available at http://oig.hhs.gov/fraud/cia/index.html. Under this agreement, AstraZeneca agreed to undertake certain obligations designed to promote compliance with Federal health care program and FDA requirements. We also agreed to notify healthcare providers about the settlement and inform them that they can report any questionable practices by AstraZeneca's representatives to AstraZeneca's U.S. Compliance Department or the FDA.

Please call or email AstraZeneca at **1-800-TBD** or **[AstraZeneca shall insert website or e-mail address in the letter]** if you have questions about the settlement referenced above or to report any instances in which you believe that a AstraZeneca representative inappropriately promoted a product or engaged in other questionable conduct. Alternatively, you may report any such instances to the FDA's Division of Drug Marketing, Advertising, and Communications at 301-796-1200. You should direct medical questions or concerns about the products to **[insert name and telephone number for contact line]**.

The U.S. Compliance Officer (or a designee) shall maintain a log of all calls and messages received in response to the notice. The log shall include a record and summary of each call and message received (whether anonymous or not), the status of the call or message, and any corrective action taken in response to the call or message. The log of all calls and messages received in response to the notice shall be made available to OIG upon request. As part of the Implementation Report and each Annual Report, AstraZeneca shall provide to the OIG a summary of the calls and messages received.

M. Reporting of Physician Payments.

1. Phase I Reporting.

On or before August 31, 2010, AstraZeneca shall post in a prominent position on its website an easily accessible and readily searchable listing of all U.S.-based physicians and Related Entities (as defined below in Section III.M.3.v) who or which received Phase I Payments (as defined below in Section III.M.3.ii) directly or indirectly from AstraZeneca during the first six months of 2010 and the aggregate value of such Phase I Payments.

On or before February 28, 2011, AstraZeneca shall also post on its website a listing of updated information about all Phase I Payments provided during the last six months of 2010. On or before May 31, 2011, AstraZeneca shall also post on its website a listing of updated information about all Phase I Payments provided during the first quarter of 2011. On or before June 30, 2011, AstraZeneca shall also post on its website a report of the cumulative value of the Phase I Payments provided to each physician, and/or Related Entity during 2010. The quarterly, six month, and annual reports shall be easily accessible and readily searchable.

Each listing made pursuant to this Section III.M shall include a complete list of all individual physicians and Related Entities to whom or to which AstraZeneca directly or indirectly made Payments in the preceding six-month period, quarter, or year (as applicable). Each listing shall be arranged alphabetically according to the physicians' last name or the name of the Related Entity. The Payment amounts in the lists shall be reported in $10,000 increments (e.g., $0 - $10,000; $10,001- $20,000; etc.) For each physician, the applicable listing shall include the following information: i) physician's full name; ii) name of any Related Entities (if applicable); iii) city and state that the physician or Related Entity has provided to AstraZeneca for contact purposes; and (iv) the aggregate value of the payment(s) in the preceding six-month period or year (as applicable). If payments for multiple physicians have been made to one Related Entity, the aggregate value of all payments to the Related Entity will be the reported amount.

2. Phase II Reporting

On or before August 31, 2011, AstraZeneca shall post in a prominent position on its website an easily accessible and readily searchable listing of all U.S.-based physicians and Related Entities who or which received Phase II Payments (as defined below in Section III.M.3.iii) directly or indirectly from AstraZeneca during the second quarter of 2011 and the aggregate value of such Phase II Payments.

After the August 31, 2011 posting, 30 days after the end of each subsequent calendar quarter, AstraZeneca shall also post on its website a listing of updated information about all Phase II Payments provided during the preceding quarter(s) in each calendar year. Beginning in 2012, on or before May 1 of each year, AstraZeneca shall also post on its website a report of the cumulative value of the Phase II Payments provided to each physician, and/or Related Entity during each preceding calendar year. The quarterly and annual reports shall be easily accessible and readily searchable.

3. Definitions and Miscellaneous Provisions

(i) AstraZeneca shall continue to make each annual listing and the most recent six-month or quarterly listing of Payments available on its website at least throughout the term of this CIA. AstraZeneca shall retain and make available to OIG, upon request, all relevant business records sufficient to demonstrate the purpose of the Payment and (where applicable) the performance of a service by the HCP related to all applicable Payments and to the annual, six-month, and/or quarterly listings of Payments. Nothing in this Section III.M affects the responsibility of AstraZeneca to comply with (or liability for noncompliance with) all applicable Federal health care program requirements and state laws as they relate to all applicable Payments made to physicians or Related Entities.

(ii) For purposes of Section III.M.1, the term "Phase I Payments" is defined as all fees paid in connection with U.S.-based physicians serving as promotional speakers in the United States or participating in prerequisite speaker training for such promotional speaker engagements.

(iii) For purposes of Section III.M.2, the term "Phase II Payments" is defined to include all Phase I Payments and all other "payments or transfers of value" as that term is defined in § 1128G(e)(10) under Section 6002 of the Patient Protection and Affordable Care Act (Public Law 111-148) (PPACA) and any regulations promulgated thereunder. The term Phase II Payments includes, by way of example, the types of payments or transfers of value enumerated in § 1128G(a)(1)(A)(vi) of PPACA. The term includes all payments or transfers of value made to Related Entities on behalf of, at the request of, for the benefit or use of, or under the name of a physician for whom AstraZeneca would otherwise report a Payment if made directly to the physician. The term "Phase II Payments" also includes any payments or transfers of value made, directly by AstraZeneca or by a vendor retained by AstraZeneca to a physician or Related Entity in connection with, or under the auspices of, a co-promotion arrangement.

(iv) The term "Payments" as used in the definition of Phase I Payments and Phase II Payments does not include transfers of value or other items that are not included or are excluded from the definition of "payment" as set forth in § 1128G(e)(10) under Section 6002 of PPACA and any regulations promulgated thereunder.

(v) For purposes of this Section III.M, the term "Related Entity" is defined to be any entity by or in which any physician receiving Payments is employed, has tenure, or has an ownership interest.

N. Other Transparency/Disclosure Initiatives.

AstraZeneca represents that on a bi-annual basis, it posts on its company website the following information with respect to both medical education grants and charitable contributions: 1) the recipient organization's name: 2) a brief description of the program for which the grant or charitable contribution was requested; and 3) the amount of the grant or charitable contribution. AstraZeneca shall continue to post (and provide updates to) the above-described information about medical education and charitable contribution grants throughout the term of this CIA. AstraZeneca shall notify the OIG in writing at least 60 days prior to any change in the substance of its policies regarding the funding of medical education grants and charitable contributions or posting of the above-referenced information relating to such funding.

AstraZeneca represents that it requires all Consultants to fully comply with all applicable disclosure obligations relating to their relationship with AstraZeneca that may be externally imposed on the Consultants based on their affiliation with formulary or P&T committees or committees associated with the development of treatment protocols or standards. AstraZeneca shall continue this requirement throughout the term of this CIA. Within 120 days after the Effective Date, AstraZeneca shall amend its policies relating to Consultants to explicitly state AstraZeneca's requirement about full disclosure by Consultants consistent with the requirements of any HCI, medical committee, or other medical or scientific organization with which the Consultants are affiliated. In addition, for any amendment to its contracts with Consultants and in any new contracts with Consultants entered into after 120 days following the Effective Date, AstraZeneca shall include an explicit requirement that the Consultants fully comply with applicable disclosure requirements and disclose their relationship with AstraZeneca as required pursuant to their affiliation with any HCI, medical committee, or other medical or scientific organization.

AstraZeneca represents that it expects all Authors of biomedical manuscripts to fully comply with the International Committee of Medical Journal Editors (ICMJE) criteria regarding authorship and disclosure of their relationship with AstraZeneca and to disclose any potential conflicts of interest, including any financial or personal relationships that might be perceived to bias their work. Within 120 days after the Effective Date, AstraZeneca shall amend its policies relating to Authors to explicitly state AstraZeneca's requirement about full disclosure by Authors consistent with the requirements of any HCI, medical committee or other medical or scientific organization with which the Authors are affiliated. In addition, for any amendments to its contracts with Authors and in any new contracts with Authors entered into after 120 days following the Effective Date, AstraZeneca shall include an explicit requirement that Authors disclose in their manuscripts, journal submissions, and elsewhere as appropriate or required, any potential conflicts of interest, including their financial or personal relationship with AstraZeneca, the names of any individuals who have provided editorial support for any manuscript or other publication, and all funding sources for the study or publication.

AstraZeneca represents that it registers all clinical studies involving individuals on the National Institutes of Health (NIH) sponsored website (www.clinicaltrials.gov). AstraZeneca represents that it discloses a summary of results of all studies in patients or volunteers for marketed and investigative products on the above-referenced NIH website and on a company website (www.astrazenecaclinicaltrials.com). AstraZeneca shall continue to post clinical study information as described above on the NIH website and the company's website throughout the term of this CIA. In addition, if there is a change in Federal health care program requirements, FDA requirements, or other applicable requirements relating to the reporting of clinical study information, AstraZeneca shall fully comply with such requirements.

AstraZeneca represents that it posts information on its company website about postmarketing commitments (PMCs). The AstraZeneca website (http://www.astrazeneca-us.com/research-and-development/) provides access to general information about the PMC process, including study descriptions and information about the nature and status of FDA post-marketing commitments. AstraZeneca shall continue to post the above-described information about PMCs on its website throughout the term of this CIA.

IV. CHANGES TO BUSINESS UNITS OR LOCATIONS

A. Change or Closure of Unit or Location. In the event that, after the Effective Date, AstraZeneca changes locations or closes a business unit or location related to

Promotional Functions or Product Related Functions, AstraZeneca shall notify OIG of this fact as soon as possible, but no later than within 30 days after the date of change or closure of the location.

B. Purchase or Establishment of New Unit or Location. In the event that, after the Effective Date, AstraZeneca purchases or establishes a new business unit or location related to Promotional Functions or Product Related Functions, AstraZeneca shall notify OIG no later than five days after the date that the purchase or establishment is publicly disclosed by AstraZeneca. This notification shall include the address of the new business unit or location, phone number, fax number, Federal health care program provider or supplier number (if applicable), and the name and address of the contractor that issued each number (if applicable). Each new business unit or location and all Covered Persons at each new business unit or location shall be subject to the applicable requirements of this CIA. In the event that AstraZeneca purchases or merges with any entity that will result in the addition of a significant number of new Covered Persons, AstraZeneca shall consult with OIG regarding a plan and timeline for implementing the CIA requirements with respect to those new Covered Persons.

C. Sale of Unit or Location. In the event that, after the Effective Date, AstraZeneca proposes to sell any or all of its business units or locations related to Promotional Functions or Product Related Functions that are subject to this CIA, AstraZeneca shall notify OIG of the proposed sale no later than five days after the date the sale is publicly disclosed by AstraZeneca. This notification shall include a description of the business unit or location to be sold, a brief description of the terms of the sale, and the name and contact information of the prospective purchaser. This CIA shall be binding on the purchaser of such business unit or location, unless otherwise determined and agreed to in writing by the OIG.

V. IMPLEMENTATION AND ANNUAL REPORTS

A. Implementation Report. Within 180 days after the Effective Date, AstraZeneca shall submit a written report to OIG summarizing the status of its implementation of the requirements of this CIA (Implementation Report). The Implementation Report shall, at a minimum, include:

1. the name, address, phone number, and position description of the U.S. Compliance Officer required by Section III.A.1, and a summary of other noncompliance job responsibilities the U.S. Compliance Officer may have;

2. the names and positions of the members of the U.S. Compliance Committee required by Section III.A.2;

3. the names of the members of the Board of Directors, or a Committee thereof, referenced in Section III.A.3;

4. the names and positions of the Certifying Employees required by Section III.A.4;

5. a copy of AstraZeneca's Code of Conduct required by Section III.B.1;

6. the number of Covered Persons required to complete the Code of Conduct certification required by Section III.B.1, the percentage of Covered Persons who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OIG, upon request);

7. a) a copy of the letter (including all attachments) required by Section II.C.5 and III.B.2 sent to each party employing Third Party Personnel; b) a list of all such existing co-promotion and other applicable agreements; and c) a description of the entities' response to AstraZeneca's letter;

8. a summary of all Policies and Procedures required by Section III.B.3 (a copy of such Policies and Procedures shall be made available to OIG upon request);

9. the following information regarding each type of training required by Section III.C:

a. a description of such training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and

b. the number of Covered Persons required to be trained, percentage of Covered Persons actually trained, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be available to OIG, upon request;

10. the following information regarding the IRO(s): (a) identity, address, and phone number; (b) a copy of the engagement letter; and (c) a summary and description of any and all current and prior engagements and agreements between AstraZeneca and the IRO;

11. a certification from the IRO regarding its professional independence and objectivity with respect to AstraZeneca;

12. a description of the Disclosure Program required by Section III.E;

13. a description of the process by which AstraZeneca fulfills the requirements of Section III.F regarding Ineligible Persons;

14. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.F; the actions taken in response to the screening and removal obligations set forth in Section III.F;

15. a certification by the U.S. Compliance Officer that the notice required by Section III.L was mailed to each HCP and HCI, the number of HCPs and HCIs to whom the notice was mailed, a sample copy of the notice required by Section III.L, and a summary of the calls or messages received in response to the notice;

16. a certification from the U.S. Compliance Officer that, if required under Section III.M and to the best of his/her knowledge, information regarding Payments has been posted on AstraZeneca's website as required by Section III.M;

17. a list of all of AstraZeneca's U.S. locations (including locations and mailing addresses); the corresponding name under which each location is doing business; and the corresponding phone numbers and fax numbers;

18. a description of AstraZeneca's corporate structure, including identification of any parent and sister companies, subsidiaries, and their respective lines of business; and

19. the certifications required by Section V.C.2

B. Annual Reports. AstraZeneca shall submit to OIG annually a report with respect to the status of, and findings regarding, AstraZeneca's compliance activities for each of the five Reporting Periods (Annual Report).

Each Annual Report shall include, at a minimum:

1. an explanation of any change in the identity, position description, or other noncompliance job responsibilities of the U.S. Compliance Officer and any change in the membership of the U.S. Compliance Committee, the Board of Directors or a Committee thereof, or the group of Certifying Employees described in Sections III.A.2-4;

2. a copy of the resolution by the Board or by the Committee of the Board required by Section III.A.3;

3. a summary of any significant changes or amendments to the Policies and Procedures required by Section III.B and the reasons for such changes (e.g., change in applicable requirements);

4. the number of Covered Persons required to complete the Code of Conduct certification required by Section III.B.1, the percentage of Covered Persons who have completed such certification, and an explanation of any exceptions (the documentation supporting this information shall be available to OIG, upon request);

5. a) a copy of the letter (including all attachments) required by Section II.C.5 and III.B.2 sent to each party employing Third Party Personnel; b) a list of all such existing co-promotion and other applicable agreements; and c) a description of the entities' response to AstraZeneca's letter;

6. the following information regarding each type of training required by Section III.C:

a. a description of the initial and annual training, including a summary of the topics covered, the length of sessions, and a schedule of training sessions; and

b. the number of Covered Persons required to complete the initial and annual training, the percentage of Covered Persons who actually

completed the initial and annual training, and an explanation of any exceptions.

A copy of all training materials and the documentation supporting this information shall be available to OIG, upon request.

7. a complete copy of all reports prepared pursuant to Section III.D;

8. AstraZeneca's response and corrective action plan(s) related to any issues raised by the reports prepared pursuant to Section III.D;

9. a summary and description of any and all current and prior engagements and agreements between AstraZeneca and the IRO, if different from what was submitted as part of the Implementation Report;

10. a certification from the IRO regarding its professional independence and objectivity with respect to AstraZeneca;

11. a summary of the disclosures in the disclosure log required by Section III.E that relate to the Government Reimbursed Products or to Federal health care programs;

12. a description of any changes to the process by which AstraZeneca fulfills the requirements of Section III.F regarding Ineligible Persons;

13. the name, title, and responsibilities of any person who is determined to be an Ineligible Person under Section III.F; the actions taken by AstraZeneca in response to the screening and removal obligations set forth in Section III.F;

14. a summary describing any ongoing investigation or legal proceeding required to have been reported pursuant to Section III.G. The summary shall include a description of the allegation, the identity of the investigating or prosecuting agency, and the status of such investigation or legal proceeding;

15. a summary of Reportable Events (as defined in Section III.H) identified during the Reporting Period and the status of any corrective and preventative action relating to all such Reportable Events;

16. a summary describing any written communication with the FDA required to have been reported pursuant to Section III.I. This summary shall include a description of the matter and the status of the matter;

17. a summary of the FFMP and the results of the FFMP required by Section III.J, including copies of the Observation report for any instances in which it was determined that improper promotion occurred and a description of the action(s) that AstraZeneca took as a result of such determinations;

18. a summary of the Non-Promotional Monitoring Program and the results of the program described in Section III.K, including detailed description of any identified instances in which it was determined that the activities violated AstraZeneca's policies or that improper promotion of Government Reimbursed Products occurred and a description of the action(s) AstraZeneca took as a result of such determinations;

19. a summary of the calls and messages received in response to the notice required by Section III.L and the disposition of those calls and messages;

20. a description of all changes to the most recently provided list of AstraZeneca's locations (including addresses) as required by Section V.A.17; the corresponding name under which each location is doing business; and the corresponding phone numbers and fax numbers;

21. a description of any additional, updated, supplemental or changed information submitted to any Compendia in accordance with Section III.B.3.r; and a description of all arrangements, processing fees, and other payments or financial support (if any) with or made to any Compendia evaluated during the annual review described in Section III.B.3.r; and

22. the certifications required by Section V.C.

The first Annual Report shall be received by OIG no later than 90 days after the end of the first Reporting Period. Subsequent Annual Reports shall be received by OIG no later than the anniversary date of the due date of the first Annual Report.

C. Certifications. The following certifications shall be included in the Implementation Report and Annual Reports:

1. Certifying Employees: In each Annual Report, AstraZeneca shall include the certifications of Certifying Employees as required by Section III.A.4;

2. U.S. Compliance Officer: In the Implementation Report and Annual Reports, AstraZeneca shall include the following individual certification by the U.S. Compliance Officer:

a. he or she has reviewed the Report and has made reasonable inquiry regarding its content and believes that the information in the Report is accurate and truthful;

b. to the best of his or her knowledge, except as otherwise described in the applicable report, AstraZeneca is in compliance with the Federal health care program and FDA requirements and the obligations of the CIA;

c. to the best of his or her knowledge, except as otherwise described in the applicable report, AstraZeneca's promotional materials containing claims or information about Government Reimbursed Products and other materials and information intended to be disseminated outside AstraZeneca have been reviewed by competent regulatory, medical, and/or legal personnel in accordance with applicable Policies and Procedures to ensure that legal, medical, and regulatory concerns are properly addressed and are elevated when appropriate, and that the materials and information when finally approved are in compliance with all applicable Federal health care program and FDA requirements. If the applicable legal requirements have not changed, after the initial review of the materials listed above, only material changes to the documents must be reviewed by competent regulatory, medical, and/or legal personnel. The certification shall identify, for each piece of promotional material, approximately when the review was completed. The documentation supporting this review shall be available to OIG, upon request;

d. AstraZeneca's: 1) Policies and Procedures as referenced in Section III.B.3 above; 2) templates for standardized contracts and other similar documents; and 3) the training materials used for purposes of Section III.C all have been reviewed by competent legal counsel and/or legal personnel working at their direction and have been found to be in compliance with all applicable Federal health care program and FDA requirements. If the applicable legal requirements have not changed, after the initial review of the documents listed above, only material changes to the documents must be reviewed by competent legal counsel and/or legal personnel working at their direction.

The certification shall include a description of the document(s) reviewed and approximately when the review was completed. The documentation supporting this certification shall be available to OIG, upon request; and

e. AstraZeneca's call plans for Government Reimbursed Products were reviewed at least once during the Reporting Period (consistent with Section III.B.3.i) and, for each product the call plans were found to be consistent with AstraZeneca's policy objectives as referenced above in Section III.B.3.i.

D. Designation of Information. AstraZeneca shall clearly identify any portions of its submissions that it believes are trade secrets, or information that is commercial or financial and privileged or confidential, and therefore potentially exempt from disclosure under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. AstraZeneca shall refrain from identifying any information as exempt from disclosure if that information does not meet the criteria for exemption from disclosure under FOIA.

VI. NOTIFICATIONS AND SUBMISSION OF REPORTS

Unless otherwise stated in writing after the Effective Date, all notifications and reports required under this CIA shall be submitted to the following entities:

OIG: Administrative and Civil Remedies Branch
Office of Counsel to the Inspector General
Office of Inspector General
U.S. Department of Health and Human Services
Cohen Building, Room 5527
330 Independence Avenue, S.W.
Washington, DC 20201
Telephone: 202.619.2078
Facsimile: 202.205.0604

AstraZeneca: Marie L. Martino
U.S. Compliance Officer
AstraZeneca Pharmaceuticals LP
1800 Concord Pike
PO Box 15437
Wilmington, DE 19850-5437
Telephone: 302.886.4795
Facsimile: 302.885.9093

Unless otherwise specified, all notifications and reports required by this CIA may be made by certified mail, overnight mail, hand delivery, or other means, provided that there is proof that such notification was received. For purposes of this requirement, internal facsimile confirmation sheets do not constitute proof of receipt. Upon request by OIG, AstraZeneca may be required to provide OIG with an electronic copy of each notification or report required by this CIA in searchable portable document format (pdf), either instead of or in addition to, a paper copy.

VII. OIG INSPECTION, AUDIT, AND REVIEW RIGHTS

In addition to any other rights OIG may have by statute, regulation, or contract, OIG or its duly authorized representative(s) may examine or request copies of AstraZeneca's books, records, and other documents and supporting materials and/or conduct on-site reviews of any of AstraZeneca's locations for the purpose of verifying

and evaluating: (a) AstraZeneca's compliance with the terms of this CIA; and (b) AstraZeneca's compliance with the requirements of the applicable Federal health care programs in which it participates and with all applicable FDA requirements. The documentation described above shall be made available by AstraZeneca to OIG or its duly authorized representative(s) at all reasonable times for inspection, audit, or reproduction. Furthermore, for purposes of this provision, OIG or its duly authorized representative(s) may interview any of AstraZeneca's employees, contractors, or agents who consent to be interviewed at the individual's place of business during normal business hours or at such other place and time as may be mutually agreed upon between the individual and OIG. AstraZeneca shall assist OIG or its duly authorized representative(s) in contacting and arranging interviews with such individuals upon OIG's request. AstraZeneca's employees may elect to be interviewed with or without a representative of AstraZeneca present.

VIII. DOCUMENT AND RECORD RETENTION

AstraZeneca shall maintain for inspection all documents and records relating to reimbursement from the Federal health care programs, or to compliance with this CIA, for six years (or longer if otherwise required by law) from the Effective Date.

IX. DISCLOSURES

Consistent with HHS's FOIA procedures, set forth in 45 C.F.R. Part 5, OIG shall make a reasonable effort to notify AstraZeneca prior to any release by OIG of information submitted by AstraZeneca pursuant to its obligations under this CIA and identified upon submission by AstraZeneca as trade secrets, or information that is commercial or financial and privileged or confidential, under the FOIA rules. With respect to such releases, AstraZeneca shall have the rights set forth at 45 C.F.R. § 5.65(d).

X. BREACH AND DEFAULT PROVISIONS

AstraZeneca is expected to fully and timely comply with all of its CIA obligations. The breach and default remedies available to the OIG under this Section X do not preempt any actions that individual States may take against AstraZeneca under any applicable settlement agreement or consent decree between the State and AstraZeneca.

A. Stipulated Penalties for Failure to Comply with Certain Obligations. As a contractual remedy, AstraZeneca and OIG hereby agree that failure to comply with certain obligations as set forth in this CIA may lead to the imposition of the following monetary penalties (hereinafter referred to as "Stipulated Penalties") in accordance with the following provisions.

1. A Stipulated Penalty of $2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day AstraZeneca fails to establish, implement, or accomplish any of the following obligations as described in Section III:

a. a U.S. Compliance Officer;

b. a U.S. Compliance Committee;

c. the resolution from the Board (or a Committee thereof);

d. a written Code of Conduct;

e. written Policies and Procedures;

f. the training of Covered Persons and Relevant Covered Persons;

g. a Disclosure Program;

h. Ineligible Persons screening and removal requirements;

i. notification of Government investigations or legal proceedings;

j. notification of written communications with FDA as required by Section III.I;

k. a program for FFMP as required by Section III.J;

l. a program for Non-Promotional Monitoring Program as required by Section III.K;

m. notification to HCPs and HCIs as required by Section III.L;

n. posting of any Payments as required by Section III.M;

o. the reporting of any Reportable Event.

2. A Stipulated Penalty of $2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day AstraZeneca fails to engage an IRO as required in Section III.E and Appendices A-B.

3. A Stipulated Penalty of $2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day AstraZeneca fails to submit the Implementation Report or the Annual Reports to OIG in accordance with the requirements of Section V by the deadlines for submission.

4. A Stipulated Penalty of $2,500 (which shall begin to accrue on the day after the date the obligation became due) for each day AstraZeneca fails to submit the annual IRO Review Report(s) in accordance with the requirements of Section III.D and Appendices A-B.

5. A Stipulated Penalty of $1,500 for each day AstraZeneca fails to grant access as required in Section VII. (This Stipulated Penalty shall begin to accrue on the date AstraZeneca fails to grant access.)

6. A Stipulated Penalty of $5,000 for each false certification submitted by or on behalf of AstraZeneca as part of its Implementation Report, Annual Report, additional documentation to a report (as requested by the OIG), or otherwise required by this CIA.

7. A Stipulated Penalty of $1,000 for each day AstraZeneca fails to comply fully and adequately with any obligation of this CIA. OIG shall provide notice to AstraZeneca, stating the specific grounds for its determination that AstraZeneca has failed to comply fully and adequately with the CIA obligation(s) at issue and steps AstraZeneca

shall take to comply with the CIA. (This Stipulated Penalty shall begin to accrue 10 days after AstraZeneca receives this notice from OIG of the failure to comply.) A Stipulated Penalty as described in this Subsection shall not be demanded for any violation for which OIG has sought a Stipulated Penalty under Subsections 1-6 of this Section.

B. Timely Written Requests for Extensions. AstraZeneca may, in advance of the due date, submit a timely written request for an extension of time to perform any act or file any notification or report required by this CIA. Notwithstanding any other provision in this Section, if OIG grants the timely written request with respect to an act, notification, or report, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until one day after AstraZeneca fails to meet the revised deadline set by OIG. Notwithstanding any other provision in this Section, if OIG denies such a timely written request, Stipulated Penalties for failure to perform the act or file the notification or report shall not begin to accrue until three business days after AstraZeneca receives OIG's written denial of such request or the original due date, whichever is later. A "timely written request" is defined as a request in writing received by OIG at least five business days prior to the date by which any act is due to be performed or any notification or report is due to be filed.

C. Payment of Stipulated Penalties.

1. *Demand Letter.* Upon a finding that AstraZeneca has failed to comply with any of the obligations described in Section X.A and after determining that Stipulated Penalties are appropriate, OIG shall notify AstraZeneca of: (a) AstraZeneca's failure to comply; and (b) OIG's exercise of its contractual right to demand payment of the Stipulated Penalties (this notification is referred to as the "Demand Letter").

2. *Response to Demand Letter.* Within 10 days after the receipt of the Demand Letter, AstraZeneca shall either: (a) cure the breach to OIG's satisfaction and pay the applicable Stipulated Penalties; or (b) request a hearing before an HHS administrative law judge (ALJ) to dispute OIG's determination of noncompliance, pursuant to the agreed upon provisions set forth below in Section X.E. In the event AstraZeneca elects to request an ALJ hearing, the Stipulated Penalties shall continue to accrue until AstraZeneca cures, to OIG's satisfaction, the alleged breach in dispute. Failure to respond to the Demand Letter in one of these two manners within the allowed time period shall be considered a material breach of this CIA and shall be grounds for exclusion under Section X.D.

3. *Form of Payment.* Payment of the Stipulated Penalties shall be made by electronic funds transfer to an account specified by OIG in the Demand Letter.

4. *Independence from Material Breach Determination.* Except as set forth in Section X.D.1.c, these provisions for payment of Stipulated Penalties shall not affect or otherwise set a standard for OIG's decision that AstraZeneca has materially breached this CIA, which decision shall be made at OIG's discretion and shall be governed by the provisions in Section X.D, below.

D. Exclusion for Material Breach of this CIA.

1. *Definition of Material Breach.* A material breach of this CIA means:

a. a repeated or flagrant violation of the obligations under this CIA, including, but not limited to, the obligations addressed in Section X.A;

b. a failure to respond to a Demand Letter concerning the payment of Stipulated Penalties in accordance with Section X.C; or

c. a failure of the Board (or a Committee thereof) to issue a resolution in accordance with Section III.A.3.

2. *Notice of Material Breach and Intent to Exclude.* The parties agree that a material breach of this CIA by AstraZeneca constitutes an independent basis for AstraZeneca's exclusion from participation in the Federal health care programs. Upon a determination by OIG that AstraZeneca has materially breached this CIA and that exclusion is the appropriate remedy, OIG shall notify AstraZeneca of: (a) AstraZeneca's material breach; and (b) OIG's intent to exercise its contractual right to impose exclusion (this notification is hereinafter referred to as the "Notice of Material Breach and Intent to Exclude").

3. *Opportunity to Cure.* AstraZeneca shall have 30 days from the date of receipt of the Notice of Material Breach and Intent to Exclude to demonstrate to OIG's satisfaction that:

a. AstraZeneca is in compliance with the obligations of the CIA cited by OIG as being the basis for the material breach;

b. the alleged material breach has been cured; or

c. the alleged material breach cannot be cured within the 30-day period, but that: (i) AstraZeneca has begun to take action to cure the material breach; (ii) AstraZeneca is pursuing such action with due diligence; and (iii) AstraZeneca has provided to OIG a reasonable timetable for curing the material breach.

4. *Exclusion Letter.* If, at the conclusion of the 30-day period, AstraZeneca fails to satisfy the requirements of Section X.D.3, OIG may exclude AstraZeneca from participation in the Federal health care programs. OIG shall notify AstraZeneca in writing of its determination to exclude AstraZeneca (this letter shall be referred to hereinafter as the "Exclusion Letter"). Subject to the Dispute Resolution provisions in Section X.E, below, the exclusion shall go into effect 30 days after the date of AstraZeneca's receipt of the Exclusion Letter. The exclusion shall have national effect and shall also apply to all other Federal procurement and nonprocurement programs. Reinstatement to program participation is not automatic. After the end of the period of exclusion, AstraZeneca may apply for reinstatement by submitting a written request for reinstatement in accordance with the provisions at 42 C.F.R. §§ 1001.3001-.3004.

E. Dispute Resolution

1. *Review Rights.* Upon OIG's delivery to AstraZeneca of its Demand Letter or of its Exclusion Letter, and as an agreed-upon contractual remedy for the resolution of disputes arising under this CIA, AstraZeneca shall be afforded certain review rights comparable to the ones that are provided in 42 U.S.C. § 1320a-7(f) and 42 C.F.R. Part 1005 as if they applied to the Stipulated Penalties or exclusion sought pursuant to this CIA. Specifically, OIG's determination to demand payment of Stipulated Penalties or to seek exclusion shall be subject to review by an HHS ALJ and, in the event of an appeal, the HHS Departmental Appeals Board (DAB), in a manner consistent with the provisions in 42 C.F.R. § 1005.2-1005.21. Notwithstanding the language in 42 C.F.R. § 1005.2(c), the request for a hearing involving Stipulated Penalties shall be made within 10 days after receipt of the Demand Letter and the request for a hearing involving exclusion shall be made within 25 days after receipt of the Exclusion Letter.

2. *Stipulated Penalties Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues

in a proceeding for Stipulated Penalties under this CIA shall be: (a) whether AstraZeneca was in full and timely compliance with the obligations of this CIA for which OIG demands payment; and (b) the period of noncompliance. AstraZeneca shall have the burden of proving its full and timely compliance and the steps taken to cure the noncompliance, if any. OIG shall not have the right to appeal to the DAB an adverse ALJ decision related to Stipulated Penalties. If the ALJ agrees with OIG with regard to a finding of a breach of this CIA and orders AstraZeneca to pay Stipulated Penalties, such Stipulated Penalties shall become due and payable 20 days after the ALJ issues such a decision unless AstraZeneca requests review of the ALJ decision by the DAB. If the ALJ decision is properly appealed to the DAB and the DAB upholds the determination of OIG, the Stipulated Penalties shall become due and payable 20 days after the DAB issues its decision.

3. *Exclusion Review.* Notwithstanding any provision of Title 42 of the United States Code or Title 42 of the Code of Federal Regulations, the only issues in a proceeding for exclusion based on a material breach of this CIA shall be:

a. whether AstraZeneca was in material breach of this CIA;

b. whether such breach was continuing on the date of the Exclusion Letter; and

c. whether the alleged material breach could not have been cured within the 30-day period, but that: (i) AstraZeneca had begun to take action to cure the material breach within that period; (ii) AstraZeneca has pursued and is pursuing such action with due diligence; and (iii) AstraZeneca provided to OIG within that period a reasonable timetable for curing the material breach and AstraZeneca has followed the timetable.

For purposes of the exclusion herein, exclusion shall take effect only after an ALJ decision favorable to OIG, or, if the ALJ rules for AstraZeneca, only after a DAB decision in favor of OIG. AstraZeneca's election of its contractual right to appeal to the DAB shall not abrogate OIG's authority to exclude AstraZeneca upon the issuance of an ALJ's decision in favor of OIG. If the ALJ sustains the determination of OIG and determines that exclusion is authorized, such exclusion shall take effect 20 days after the ALJ issues such a decision, notwithstanding that AstraZeneca may request review of the ALJ decision by the DAB. If the DAB finds in favor of OIG after an ALJ decision

adverse to OIG, the exclusion shall take effect 20 days after the DAB decision. AstraZeneca shall waive its right to any notice of such an exclusion if a decision upholding the exclusion is rendered by the ALJ or DAB. If the DAB finds in favor of AstraZeneca, AstraZeneca shall be reinstated effective on the date of the original exclusion.

4. *Finality of Decision.* The review by an ALJ or DAB provided for above shall not be considered to be an appeal right arising under any statutes or regulations. Consequently, the parties to this CIA agree that the DAB's decision (or the ALJ's decision if not appealed) shall be considered final for all purposes under this CIA.

XI. EFFECTIVE AND BINDING AGREEMENT

AstraZeneca and OIG agree as follows:

A. This CIA shall be binding on the successors, assigns, and transferees of AstraZeneca;

B. This CIA shall become final and binding on the date the final signature is obtained on the CIA;

C. This CIA constitutes the complete agreement between the parties and may not be amended except by written consent of the parties to this CIA;

D. The undersigned AstraZeneca signatories represent and warrant that they are authorized to execute this CIA. The undersigned OIG signatory represents that he is signing this CIA in his official capacity and that he is authorized to execute this CIA; and

E. This CIA may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same CIA. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this CIA.

ON BEHALF OF ASTRAZENECA PHARMACEUTICALS LP AND ASTRAZENECA LP

/Richard Fante/

As of 4/26/10

Richard Fante
U.S. President
AstraZeneca

Date

Marie L. Martino
U.S. Compliance Officer
AstraZeneca

Date

John C. Dodds, Esq.
Counsel for AstraZeneca

Date

ON BEHALF OF ASTRAZENECA PHARMACEUTICALS LP AND ASTRAZENECA LP

Richard Fante U.S. President AstraZeneca	Date
/Marie L. Martino/ Marie L. Martino U.S. Compliance Officer AstraZeneca	April 26, 2010 Date
/John C. Dodds/ John C. Dodds, Esq. Counsel for AstraZeneca	April 27, 2010 Date

ON BEHALF OF THE OFFICE OF INSPECTOR GENERAL OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

/Gregory E. Demske/

Gregory E. Demske
Assistant Inspector General for Legal Affairs
Office of Inspector General
U. S. Department of Health and Human Services

4/27/10
DATE

APPENDIX A

INDEPENDENT REVIEW ORGANIZATION

This Appendix contains the requirements relating to the Independent Review Organization (IRO) required by Section III.D of the CIA.

A. IRO Engagement

AstraZeneca shall engage an IRO that possesses the qualifications set forth in Paragraph B, below, to perform the responsibilities in Paragraph C, below. The IRO shall conduct the review in a professionally independent and objective fashion, as set forth in Paragraph D. Within 30 days after OIG receives written notice of the identity of the selected IRO, OIG will notify AstraZeneca if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, AstraZeneca may continue to engage the IRO.

If AstraZeneca engages a new IRO during the term of the CIA, this IRO shall also meet the requirements of this Appendix. If a new IRO is engaged, AstraZeneca shall submit the information identified in Section V.A.10 of the CIA to OIG within 30 days of engagement of the IRO. Within 30 days after OIG receives written notice of the identity of the selected IRO, OIG will notify AstraZeneca if the IRO is unacceptable. Absent notification from OIG that the IRO is unacceptable, AstraZeneca may continue to engage the IRO.

B. IRO Qualifications.

The IRO shall:

1. assign individuals to conduct the IRO Reviews who have expertise in all applicable Federal health care program and FDA requirements relating to Promotional Functions and to Product Related Functions. The assigned individuals shall also be knowledgeable about the general requirements of the Federal health care program(s) under which AstraZeneca products are reimbursed;

2. assign individuals to design and select the samples for the Transaction Reviews who are knowledgeable about the appropriate statistical sampling techniques; and

3. have sufficient staff and resources to conduct the reviews required by the CIA on a timely basis.

C. IRO Responsibilities.

The IRO shall:

1. perform each IRO Review in accordance with the specific requirements of the CIA;

2. follow all applicable Federal health care program and FDA requirements in making assessments in each IRO Review;

3. if in doubt of the application of a particular Federal health care program or FDA requirement, policy, or regulation, request clarification from the appropriate authority (e.g., CMS or FDA);

4. respond to all OIG inquires in a prompt, objective, and factual manner; and

5. prepare timely, clear, well-written reports that include all the information required by Appendix B to the CIA.

D. IRO Independence and Objectivity.

The IRO must perform the IRO Review in a professionally independent and objective fashion, as appropriate to the nature of the engagement, taking into account any other business relationships or engagements that may exist between the IRO and AstraZeneca .

E. IRO Removal/Termination.

1. *AstraZeneca Termination of IRO.* If AstraZeneca terminates its IRO during the course of the engagement, AstraZeneca must submit a notice explaining its reasons to OIG no later than 30 days after termination. AstraZeneca must engage a new IRO in accordance with Paragraph A of this Appendix.

2. *OIG Removal of IRO.* In the event OIG has reason to believe that the IRO does not possess the qualifications described in Paragraph B, is not independent and/or objective as set forth in Paragraph D, or has failed to carry out its responsibilities as described in Paragraph C, OIG may, at its sole discretion, require AstraZeneca to engage a new IRO in accordance with Paragraph A of this Appendix.

Prior to requiring AstraZeneca to engage a new IRO, OIG shall notify AstraZeneca of its intent to do so and provide a written explanation of why OIG believes such a step is necessary. To resolve any concerns raised by OIG, AstraZeneca may request a meeting with OIG to discuss any aspect of the IRO's qualifications, independence or performance of its responsibilities and to present additional information

regarding these matters. AstraZeneca shall provide any additional information as may be requested by OIG under this Paragraph in an expedited manner. OIG will attempt in good faith to resolve any differences regarding the IRO with AstraZeneca prior to requiring AstraZeneca to terminate the IRO. However, the final determination as to whether or not to require AstraZeneca to engage a new IRO shall be made at the sole discretion of OIG.

Appendix B to Corporate Integrity Agreement

IRO Review of Promotional Functions and Product Related Functions

I. Promotional and Product Related Review, General Description

As specified more fully below, AstraZeneca shall retain an Independent Review Organization (IRO) to perform reviews to assist AstraZeneca in assessing and evaluating its systems, processes, policies, procedures, and practices related to AstraZeneca's Promotional Functions and Product Related Functions (IRO Review). The IRO Review shall consist of two components - a systems review (the "Systems Review") and a transactions review (the "Transactions Review") as described more fully below. AstraZeneca may engage, at its discretion, a single IRO to perform both components of the IRO Review provided that the entity has the necessary expertise and capabilities to perform both.

If there are no material changes in AstraZeneca's systems, processes, policies, and procedures relating to Promotional Functions and/or Product Related Functions, the IRO shall perform the Systems Review for the first and fourth Reporting Periods. If AstraZeneca materially changes its systems, processes, policies, and procedures relating to Promotional Functions and/or Product Related Functions, the IRO shall perform a Systems Review for the Reporting Period(s) in which such changes were made in addition to conducting the Systems Review for the first and fourth Reporting Periods. The additional Systems Review(s) shall consist of: (1) an identification of the material changes; (2) an assessment of whether other systems, processes, policies, and procedures previously reported did not materially change; and (3) a review of the systems, processes, policies, and procedures that materially changed. The IRO shall conduct the Transactions Review for each Reporting Period of the CIA.

II. Promotional and Product Systems Review

A. Description of Reviewed Policies and Procedures. The Systems Review shall be a review of AstraZeneca's systems, processes, policies, and procedures (including the controls on those systems, processes, policies, and procedures) relating to certain Promotional Functions and Product Related Functions. Where practical, AstraZeneca personnel may compile documentation, schedule and organize interviews, and undertake other efforts to assist the IRO in performing the Systems Review. The IRO is not required to undertake a de novo review of the information gathered or activities undertaken by AstraZeneca pursuant to the preceding sentence.

Specifically, the IRO shall review AstraZeneca's systems, processes, policies, and procedures associated with the following (hereafter "Reviewed Systems, Policies, and Procedures"):

1. AstraZeneca's systems, processes, policies, and procedures applicable to the manner in which AstraZeneca sales representatives handle and submit requests or inquiries to Medical Affairs relating to information about the uses of Government Reimbursed Products (including non-FDA-approved (i.e., off-label) uses) and the dissemination of materials relating to off-label uses of Government Reimbursed Products. This review shall include:

a. the manner in which AstraZeneca sales representatives handle and submit or generate requests for information about off-label uses of Government Reimbursed Products to Medical Affairs (including through Professional Information Requests (PIRs) and the Virtual Scientific Exchange Center (VSEC));
b. the manner in which Medical Affairs personnel handle and respond to requests submitted by sales representatives for information about off-label uses of Government Reimbursed Products (including tracking the requests and using the materials provided in response to the request);
c. the form and content of information and materials related to Government Reimbursed Products disseminated to physicians, pharmacists, or other health care professionals (collectively "HCPs") or health care institutions (HCIs) by AstraZeneca;
d. AstraZeneca's systems, processes, and procedures (including the Inquiries Database) used to track requests for information submitted to Medical Affairs about off-label uses of Government Reimbursed Products and responses to those requests;
e. the manner in which AstraZeneca collects and supports information reported in any systems used to track and respond to requests for product information, including the Inquiries Database;
f. the processes and procedures by which Medical Affairs and AstraZeneca's U.S. Compliance Department or their designees monitor and identify situations in which it appears that improper off-label promotion may have occurred; and

g. AstraZeneca's processes and procedures for investigating, documenting, resolving, and taking appropriate disciplinary action for potential situations involving off-label promotion;

2. AstraZeneca's systems, processes, policies, and procedures applicable to the manner and circumstances under which personnel from Medical Affairs (e.g., Regional Scientific Managers) interact with or participate in meetings or events with HCPs or HCIs (either alone or with sales representatives) and the role of the medical personnel at such meetings or events, including the manner in which they handle responses to unsolicited requests about off-label indications of Government Reimbursed Products. This includes any Medical Affairs Monitoring Plan designed to monitor the activities of the RSMs;

3. AstraZeneca's systems, processes, policies, and procedures relating to AstraZeneca's internal review and approval of information and materials related to Government Reimbursed Products disseminated to HCPs or HCIs by AstraZeneca;

4. AstraZeneca's systems, processes, policies, and procedures relating to incentive compensation (including through salaries, bonuses, and contests) for Covered Persons who are sales representatives, with regard to whether the systems, processes, policies, and procedures are designed to ensure that financial incentives do not inappropriately motivate such individuals to engage in the improper promotion, sales, and marketing of AstraZeneca's Government Reimbursed Products. This shall include a review of the bases upon which compensation is determined and the extent to which compensation is based on product performance. To the extent that AstraZeneca establishes different methods of compensation for different products, the IRO shall review each type of compensation arrangement separately;

5. AstraZeneca's systems, processes, policies, and procedures relating to the development and review of call plans for Government Reimbursed Products. This shall include a review of the bases upon which HCPs and HCIs belonging to specified medical specialties are included in, or excluded from, the call plans based on, among other factors, expected utilization of Government Reimbursed Products for FDA-approved uses or non-FDA-approved uses;

6. AstraZeneca's systems, processes, policies, and procedures relating to the development, implementation, and review of Sample Distribution Plans. This shall include a review of the bases upon, and circumstances under, which HCPs and HCIs belonging to specified medical specialties or types of clinical practice may receive samples from AstraZeneca (including, separately,

from AstraZeneca sales representatives and other AstraZeneca personnel or components). It shall also include a review of whether samples of Government Reimbursed Products are distributed by AstraZeneca through sales representatives or are distributed from a central location and the rationale for the manner of distribution;

7. AstraZeneca's systems (including any centralized electronic system), processes, policies, and procedures relating to speaker programs, speaker training programs, and all events and expenses relating to such engagements or arrangements;

8. AstraZeneca's systems, processes, policies, and procedures relating to non-speaker related consultant or other fee-for-service arrangements entered into with HCPs or HCIs (including, but not limited to, presentations, consultant task force meetings, advisory boards, preceptorships, mentorships (if any), and ad hoc advisory activities, and any other financial engagement or arrangement with an HCP or HCI) and all events and expenses relating to such engagements or arrangements;

9. AstraZeneca's systems, processes, policies, and procedures relating to its Tablet PC (or other detailing system), including the implementation of the system throughout the AstraZeneca's sales forces, the compliance-related data and information available through the system, and the use of such data and information for compliance-related purposes;

10. AstraZeneca's systems, processes, policies and procedures relating to the submission of information about any Government Reimbursed Product to any compendia such as Drugdex or other published source of information used in connection with the determination of coverage by a Federal health care program for the Product ("Compendia"). This includes any initial submission of information to any Compendia and the submission of any additional, updated, supplemental, or changed information, (e.g., any changes based on AstraZeneca's discovery of erroneous or scientifically unsound information or data associated with the information in the Compendia.) The review shall also assess AstraZeneca's processes relating to its annual review of all arrangements, processing fees, or other payments or financial support (if any) provided by the company to any Compendia;

11. AstraZeneca's systems, processes, policies, and procedures relating to investigator-sponsored studies (ISSs) (sometimes also called investigator-initiated trials) including the decision to provide financial or other support for ISSs; the manner in which support is provided for the ISSs; and support for publication of the information about the ISSs, including publication of

information about the trial outcomes and results and the uses made of publications relating to ISSs; and

12. AstraZeneca's systems, processes, policies and procedures relating to authorship of any articles or other publications about Government Reimbursed Products or therapeutic areas or disease states that may be treated with Government Reimbursed Products, including, but not limited to, the disclosure of any and all relationships between the author and AstraZeneca, the identification of all authors or contributors (including professional writers, if any) associated with a given publication, and the scope and breadth of research results made available to each author or contributor.

B. Promotional and Product Systems Review Report. The IRO shall prepare a report based upon each IRO Systems Review. For each of the Reviewed Systems, Policies, and Procedures identified in Section II.A above, the report shall include the following items:

1. a description of the documentation (including policies) reviewed and any personnel interviewed;

2. a detailed description of AstraZeneca's systems, processes, policies, and procedures relating to the items identified in Sections II.A.1-12 above, including a general description of AstraZeneca's control and accountability systems (e.g., documentation and approval requirements, and tracking mechanisms) and written policies regarding the Reviewed Systems, Policies, and Procedures;

3. a description of the manner in which the control and accountability systems and the written policies relating to the items identified in Sections II.A.1-12 above are made known or disseminated within AstraZeneca;

4. findings and supporting rationale regarding any weaknesses in AstraZeneca's systems, processes, policies, and procedures relating to the Reviewed Systems, Policies, and Procedures, if any; and

5. recommendations to improve any of the systems, processes, policies, or procedures relating to the Reviewed Systems, Policies, and Procedures, if any.

III. Promotional and Product Related Transaction Review

As described more fully below, the Transactions Review shall include: (1) a review of records relating to a sample of the Payments that are reported by

AstraZeneca pursuant to Section III.M of the CIA and (2) a review of up to three additional items identified by the OIG in accordance with Section III.D.1.b of the CIA (hereafter "Additional Items".) The IRO shall report on all aspects of its reviews in the Transactions Review Reports.

A. IRO Review of Physician Payment Listings

1. *Information Contained in Physician Payment Listing.* As set forth in Section III.M of the CIA, AstraZeneca shall post quarterly, six-month, and annual listings of physicians and Related Entities who received Payments, as defined in the CIA, directly or indirectly from AstraZeneca. For purposes of the IRO review as set forth in this Section III.A, each annual listing shall be referred to as the "Physician Payment Listing" or "Listing." For each physician and Related Entity, each Physician Payment Listing shall include the following information: i) physician's full name; ii) name of Related Entity (if applicable); iii) city and state that the physician or the Related Entity has provided to AstraZeneca for contact purposes; and (iv) the aggregate value of the payment(s) in the preceding quarter(s) or year (as applicable). If payments for multiple physicians have been made to one Related Entity, the aggregate value of all payments to the Related Entity will be the reported amount.

For purposes of this IRO review, the term "Control Documents" shall include all relevant business records sufficient to demonstrate the purpose of the payment and (where applicable) the performance of a service by the HCP, associated with each Payment reflected in the Physician Payment Listing for the sampled physician and/or Related Entity. For example, the term "Control Documents" includes, but is not limited to, documents relating to the nature, purpose, and amount of all Payments reflected in the Listing; contracts relating to the Payment(s) reflected in the Listing; documents relating to the occurrence of Payment(s) reflected in the Listing; documents reflecting any work product generated in connection with the Payment(s); documents submitted by sales representatives or headquarters personnel to request approval for the Payment(s); and business rationale or justification forms relating to the Payment(s).

2. *Selection of Sample for Review.* For each Reporting Period, at least ninety (90) days prior to the end of the Reporting Period, the OIG shall have the discretion to identify up to 50 physicians or Related Entities from the applicable Physician Payment Listing that will be subject to the IRO review described below. If the OIG elects to exercise this discretion, it shall notify the IRO of the physicians and/or Related Entities subject to the IRO review. If the OIG elects not to exercise its discretion as described above, the IRO shall randomly select 50 physicians and/or Related Entities to be included in the review. As set forth more fully below, for each selected physician and/or Related Entity

the IRO shall review the entry in the Physician Payment Listing and Control Documents relating to the Payments in order to validate the Payment information in the Listing.

3. *IRO Review of Control Documents for Selected Physicians and/or Related Entities*. For each physician and/or Related Entity selected as part of the sample, the IRO shall review all those Control Documents identified by the IRO as necessary and sufficient to validate each Payment reflected in the Listing to evaluate the following:

a. Whether Control Documents are available relating to each Payment reflected in the Listing for the sampled physician and/or Related Entity;

b. Whether the Control Documents were completed and archived in accordance with the requirements set forth in AstraZeneca's policies and procedures;

c. Whether the aggregate value of the Payment(s) as reflected in the Listing for the sampled physician or Related Entity is consistent with the value of the Payments(s) reflected in the Control Documents; and

d. Whether the Control Documents reflect that AstraZeneca's policies were followed in connection with Payment(s) reflected in the Listing (e.g., all required written approvals for the activity were obtained in accordance with AstraZeneca's policies.)

4. *Identification of Material Errors and Additional Review.* A Material Error is defined as any of the following:

a. A situation in which all required Control Documents relating to Payments reflected in the Listing for the sampled physician and/or Related Entity do not exist and: (1) no corrective action was initiated prior to the selection of the sampled physicians and/or Related Entities; or (2) the IRO cannot confirm that AstraZeneca otherwise followed its policies and procedures relating to the entry in the Listing for the sampled physician or Related Entity, including its policies and procedures relating to any Payment(s) reflected in the Listing; or

b. Information or data is omitted from key fields in the Control Documents that prevents the IRO from assessing compliance with AstraZeneca's policies and procedures, and the IRO cannot obtain this information or data from reviewing other Control Documents.

If a Control Document does not exist, but AstraZeneca has initiated corrective action prior to the selection of the sampled physicians and/or Related Entities, or if a Control Document does not exist but the IRO can determine that AstraZeneca otherwise followed its policies and procedures with regard to each entry in the Listing for a sampled physician or Related Entity, the IRO shall consider such a situation to be an exception (rather than a Material Error) and the IRO shall report the situation as such. The IRO shall note as exceptions any Control Documents for which non-material information or data is omitted.

If the IRO identifies any Material Errors, the IRO shall conduct such Additional Review of the underlying Payment associated with the erroneous Control Documents as may be necessary to determine the root cause of the Material Errors. For example, the IRO may need to review additional documentation and/or conduct interviews with appropriate personnel to identify the root cause of the Material Error(s) discovered.

B. IRO Review of Additional Items. As set forth in Section III.D.1.b of the CIA, for each Reporting Period, the OIG at its discretion may identify up to three additional items for the IRO to review (hereafter "Additional Items"). No later than 150 days prior to the end of the applicable Reporting Period, the OIG shall notify AstraZeneca of the nature and scope of the IRO review to be conducted for each of the Additional Items. Prior to undertaking the review of the Additional Items, the IRO and/or AstraZeneca shall submit an audit work plan to the OIG for approval and the IRO shall conduct the review of the Additional Items based on a work plan approved by the OIG. The IRO shall include information about its review of each Additional Item in the Transactions Review Report (including a description of the review conducted for each Additional Item; the IRO's findings based on its review for each Additional Item; and the IRO's recommendations for any changes in AstraZeneca's systems, processes, policies, and procedures based on its review of each Additional Item.)

AstraZeneca may propose to the OIG that its internal audit(s) and/or reviews conducted as part of Field Force Monitoring Program (FFMP) described in Section III.J of the CIA or the Non-Promotional Monitoring Program described in Section III.K of the CIA be substituted, subject to the verification requirements set forth below, for one or more of the Additional Items that would otherwise be reviewed by the IRO for the applicable Reporting Period. The OIG retains sole

discretion over whether, and in what manner, to allow AstraZeneca's internal monitoring activities to be substituted for a portion of the Additional Items review conducted by the IRO.

In making its decision, the OIG agrees to consider, among other factors, the nature and scope of AstraZeneca's planned internal audit work and/or reviews conducted under the FFMP or the Non-Promotional Monitoring Program, the results of the IRO Transactions Review(s) during prior Reporting Period(s), and AstraZeneca's demonstrated audit capabilities to perform the proposed audit work internally. If the OIG denies AstraZeneca's request to permit its internal audit work to be substituted for a portion of the IRO's review of Additional Items in a given Reporting Period, AstraZeneca shall engage the IRO to perform the Review as outlined in this Section III.

If the OIG agrees to permit certain of AstraZeneca's internal audit work for a given Reporting Period to be substituted for a portion of Additional Items review, such internal work shall be subject to verification, at OIG's discretion, by the IRO (Verification Review). In such an instance, the OIG would provide additional details about the scope of the Verification Review to be conducted by the IRO. However, for purposes of any Verification Review, the IRO shall review at least 20% of the sampling units reviewed by AstraZeneca in its internal audits.

C. Transactions Review Report. For each Reporting Period, the IRO shall prepare a report based on its Transactions Review. The report shall include the following:

1. *Review Methodology.*

a. Review Objectives: A clear statement of the objectives intended to be achieved by each part of the review;

b. Review Protocol: A detailed narrative description of the procedures performed and a description of the sampling unit and universe utilized in performing the procedures for each sample reviewed; and

c. Sources of Data: A full description of documentation and other information, if applicable, relied upon by the IRO in performing the Promotional and Product Transactions Review.

2. *Review Findings.* The following results shall be included in each Transaction Review Report:

(Relating to the Physician Payment Listing Reviews)

a. a description of the entries in the Physician Payment Listing for each physician or Related Entity sampled and a description of Control Documents reviewed in connection with each selected physician or Related Entity;

b. for each sampled physician or Related Entity, findings and supporting rationale as to whether: (i) all required Control Documents exist; (ii) each Control Document was completed in accordance with all of the requirements set forth in the applicable AstraZeneca policy and procedure; (iii) the aggregate value of the Payment(s) as reflected in the Listing for the sampled physician or entity is consistent with the value of the Payment(s) reflected in the Control Documents; (iv) each Control Document reflects that AstraZeneca's policies were followed in connection with the underlying activity reflected in the document (e.g., all required approvals were obtained); and (v) any corrective action or disciplinary action was undertaken in those instances in which AstraZeneca's policies were not followed;

c. for each sampled physician or Related Entity unit reviewed, an identification and description of all exceptions discovered. The report shall also describe those instances in which corrective action was initiated prior to the selection of the sampled physicians or Related Entities, including a description of the circumstances requiring corrective action and the nature of the corrective action;

d. if any Material Errors are discovered in any sample unit reviewed, a description of the error, the Additional Review procedures performed and a statement of findings as to the root cause(s) of the Material Error;

(Relating to the Review of Additional Items)

e. for each Additional Item reviewed, a description of the review conducted;

f. for each Additional Item reviewed, the IRO's findings based on its review;

g. for each Additional Item reviewed, the findings and supporting rationale regarding any weaknesses in AstraZeneca's systems, processes, policies, procedures, and practices relating to the Additional Item, if any; and

h. for each Additional Item reviewed, recommendations, if any, for changes in AstraZeneca's systems, processes, policies, and procedures that would correct or address any weaknesses or deficiencies uncovered during the review.