

## TRAINING AND EDUCATION EXPENSES AGREEMENT

THIS AGREEMENT is made as of the 9th day of May, 2011, ("Effective Date"), by and between Sorin Group USA, Inc. ("Company"), whose address is 14401 W. 65th Way, Arvada, CO 80004 and First Name, Last Name, M.D. ("Recipient"), whose address is Mailing Address, City, State, Zip.

Company hereby agrees to pay the hotel accommodations and scheduled meals for Recipient to attend the following training and education program where the safety and efficacy of Company's products shall be discussed: Sorin Summit (the "Program"). The Program will take place at Four Seasons Hotel, Washington, D.C. on October 13-15, 2011.

Company shall only pay the following expenses to Recipient that are documented and actually incurred. Company shall pay no other expenses or any other amounts to Recipient. Company shall pay only the expenses of Recipient and no other persons, including, but not limited to, spouses or guests.

Company shall pay or reimburse Recipient for run of the house hotel accommodations for the following nights:

- Night 1 Thursday, October 13, 2011
- Night 2 Friday, October 14, 2011
- Night 3 Saturday, October 15, 2011

Company shall also provide meals and refreshments for Recipient during the conference sessions, at the opening reception on Thursday evening, October 13th and the closing dinner on Saturday, October 15.

Both Company and Recipient represent and warrant they have not been: (i) sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (ii) convicted of violating the Federal Stark Law, Federal False Claims Act, Federal Anti-Kickback Statute, Federal Health Insurance Portability and Accountability Act (HIPAA) provisions, Federal Civil Money Penalties statute, or similar state laws; or (iii) debarred, excluded or suspended from participation in any federal or state health care program.

Recipient represents and warrants that he/she has not had, and during the term of this Agreement shall not have, a complaint filed against him/her by any enforcement agency, which complaint alleges either felony criminal acts of a violent nature or any crime relating to the practice of medicine. Recipient represents that he/she is familiar with the AdvaMed Code of Ethics on Interactions with Health Care Professionals (the "Code"). Recipient agrees to comply with the terms of the Code and acknowledges that the performance of the Company and Recipient under this Agreement meets the requirements of the Code.

Recipient agrees to notify Company in writing within three (3) calendar days in the event any representation or warranty by Recipient set forth in this Agreement shall no longer be true, correct or complete.

Company represents and warrants that it has made the offer of expense reimbursement for the Program open generally to any physician or other interested party that could benefit from learning the safety and efficacy of the Company product and can benefit from the training and thereby improve patient safety.

***Both Company and Recipient represent and warrant that the expenses paid hereunder are not intended to be, nor shall be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease or order of any item or service, or the recommending or arranging for the purchase, lease or order of any item or service. Recipient acknowledges that the payments made hereunder are not an inducement for referral of the purchase of Company medical devices and products, and are not in any way related to the referral of Company medical devices and related products. The parties hereto intend that the terms of this Agreement comply with, and are consistent with, applicable health care related federal and state laws, rules and regulations including, but not limited to, the Medicare and Medicaid Patient and Program Protection Act of 1987, 42 U.S.C. § 1320a-7b (b), as amended (the "Anti-Kickback Statute") and the Stark Law, 42 U.S.C. § 1395nn, as amended.***

Recipient acknowledges and agrees that Company may disclose details of Company sponsored expenses for Recipient and any payments made to Recipient under this Agreement as necessary to comply with any applicable Federal or state law or regulation or Company's policies, as amended from time to time.

This Agreement constitutes the entire agreement and understanding between the parties in respect of the subject matter hereof, and supersedes all prior agreements, understandings and communications between them, whether oral or written, pertaining to that subject matter. No modification of or addition to this Agreement will be effective unless made in writing signed by Recipient and a duly authorized officer of Company.

Sorin Group USA, Inc.

By:  By:  By: \_\_\_\_\_  
Enter BU Signatory's Name Enter BU Signatory's Name Enter Recipient's Name

Title: U.S. Country Leader, SVP Cardiopulmonary BU Title: SVP Global Sales, Heart Valves BU Title: \_\_\_\_\_