



ACCOUNTS PAYABLE CHECK REQUEST



**PAYEE NAME:** American Pain Society

**ADDRESS:** Sales Department  
PO Box 3781  
Oakbrook, IL 60522

**INVOICE NUMBER:** n/a

**INVOICE DATE:** n/a

**DUE DATE:** n/a

**P.O. NUMBER (if applicable):** n/a

**DESCRIPTION:** CD-Rom of the 24th Annual Scientific Meeting Proceedings

| <u>G/L ACCOUNT NUMBER</u> | <u>DEPARTMENT</u> | <u>PROJECT</u> | <u>AMOUNT</u> |
|---------------------------|-------------------|----------------|---------------|
| 7070                      | 940               | ACTQ           | \$ 15,000.00  |

**TOTAL:** \$ 15,000.00

Prepared By: Suzanne Richards

Extension: 86532

Department Number: 631

Approved By: \_\_\_\_\_

*[Handwritten Signature]* 10/12/04

Print Approvers Name: Andy Pyfer

Approvers Title: Product Director - ACTIQ

\*\*\*\*\* Mark here if the check is to be picked up by the preparer: \*\*\*\*\*

**Please note:** If there is any documentation to be mailed along with the payment, please attach a copy in addition to the copy for Accounting's records

Accounting Use Only:

Batch Number: \_\_\_\_\_

Voucher Number: \_\_\_\_\_

Entry Date: \_\_\_\_\_

10/11/2004

PLAINTIFFS TRIAL  
EXHIBIT  
**P-18910\_00001**

CEPH-CT-SB-00762164

Confidential Treatment Requested by Cephalon, Inc.

CEP\_TPP\_CTAG10815975

**TEVA\_MDL\_A\_05510585**

P-18910\_00001

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

**Confidential**

From: Origin ID: (610)738-6532  
Suzanne Richards  
CEPHALON  
145 BRANDYWINE PARKWAY  
  
WEST CHESTER, PA 19380



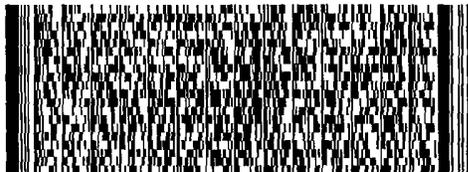
Ship Date: 11OCT04  
Actual Wgt: 1 LB  
System#: 2402709/INET1900  
Account#: S \*\*\*\*\*

REF: 631



Delivery Address Bar Code

SHIP TO: (847)375-4731 **BILL SENDER**  
**Kathryn Checea**  
**AAPM**  
**4700 West Lake Ave.**  
  
**Glenview, IL 600258750**



**STANDARD OVERNIGHT**

**TUE**

Deliver By:  
12OCT04

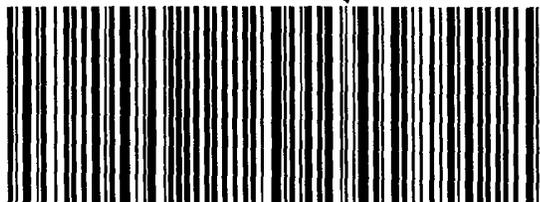
TRK# 7919 5281 4909

FORM  
0201

ORD A1

60025 -IL-US

**EQ NBUA**



Shipping Label: Your shipment is complete

1. Use the 'Print' feature from your browser to send this page to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.**

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

[https://www.fedex.com/cgi-bin/ship\\_it/unity/1FcVy5GiZq4JbQr5AaXz2CjYy7IdXv4Di...](https://www.fedex.com/cgi-bin/ship_it/unity/1FcVy5GiZq4JbQr5AaXz2CjYy7IdXv4Di...) 10/11/2004

CEPH-CT-SB-00762165

Confidential Treatment Requested by Cephalon, Inc.

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

CEP\_TPP\_CTAG10815976

TEVA\_MDL\_A\_05510586

P-18910\_00002

Confidential

## EDUCATIONAL GRANT DRAFT REQUEST

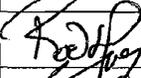
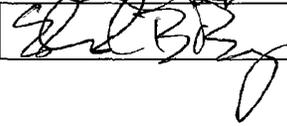
The attached material has been reviewed and is approved:

Payee: American Pain Society

Amount: \$15,000

Type of Program: CD-Rom of the 24<sup>th</sup> Annual Scientific Meeting Proceedings

Submitted for Review: 9/16/04

| DEPARTMENT                | NAME            | SIGNATURE  | DATE    |
|---------------------------|-----------------|--|---------|
| Scientific Communications | Rod Hughes      |   | 9-24-04 |
| Medical Affairs           | Kiumars Vadieli |  | 9/22/04 |
| Legal & Government        | Ed Berg         |  | 10/4/04 |

Return to: Suzanne Richards, ext. 86532

— Not CME?  




**American  
Pain Society**



September 17, 2004

Ms. Stacey Beckhardt  
Sr. Manger, Product Communications  
Cephalon, Inc.  
145 Brandywine Parkway  
West Chester, PA 19380-4245

Dear Ms. Beckhardt:

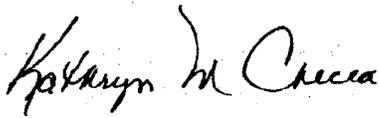
The American Pain Society (APS) will be holding their 24th Annual Scientific Meeting at the John B. Hynes Veterans Memorial Convention Center in Boston, MA, March 30-April 2, 2005. This year we plan to produce a CD-Rom of the proceeding. The CD-Rom will be sent to all attendees the speaker post meeting.

Providing attendees handout materials from the meeting was identified as a high priority from the annual meeting evaluation data. The data clearly indicated those attendees' value speaker handouts and request that it be part of the materials received in conjunction with attending the meeting. Collecting all this material ahead of time is not possible because most speakers finalize their presentations shortly before the meeting.

We invite Cephalon to support the CD-Rom of the proceedings for \$15,000. We are seeking multiple supporters to produce the CD-Rom. This is an expensive endeavor and only with your support can APS add this component to the meeting. As a supporter of this project you will receive recognition for providing an unrestricted educational grant within the CD-Rom. Please sign and return a copy of the letter of agreement along with payment to my attention.

We look forward to an exciting and continued relationship between Cephalon, Inc. and APS. Your contribution enables our members to share mutual interests and concerns, to improve patient care, and to enhance excellence in the specialty of pain. Thank you for helping us reach our goals in providing education.

Sincerely,



Kathryn M. Checea  
National Director of Professional Relations

Enclosures: Invoice & Letter of Agreement

K:\APSSales\CommSupport\05\Cephalon\CD-ROM\A&L\tr.doc

CEPH-CT-SB-00762167

Confidential Treatment Requested by Cephalon, Inc.

CEP\_TPP\_CTAG10815978

TEVA\_MDL\_A\_05510588

P-18910 \_ 00004

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

Confidential

**American Pain Society**  
4700 West Lake Avenue  
Glenview, IL 60025-1485  
847/375-4856, Fax 888/412-7584

**Bill To:** Ms. Stacey Beckhardt  
Sr. Manager, Product Communications  
Cephalon, Inc.  
145 Brandywine Parkway  
West Chester, PA 19380-4245

Invoice Number: 20040917-cdrom  
Date: September 17, 2004  
Terms: **Due on Receipt**

**INVOICE**

**American Pain Society ID # 52-1180177**  
**24<sup>th</sup> Annual Meeting - 2005**

Support of CD-ROM of Proceedings \$15,000.00

**Total Amount Due \$15,000.00**

Please call if you have any questions regarding this invoice.

\*\*\*\*\* Please include a copy of this invoice with your remittance.

**MAKE CHECKS PAYABLE TO:** American Pain Society  
Sales Department  
PO Box 3781  
Oak Brook, IL 60522  
847/375-4856, Fax 888/412-7584

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CEPH-CT-SB-00762168

Confidential Treatment Requested by Cephalon, Inc.

CEP\_TPP\_CTAG10815979

**TEVA\_MDL\_A\_05510589**

P-18910 \_ 00005

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

**Confidential**

**American  
Pain  
Society**



September 17, 2004

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Sr. Manger, Product Communications  
Cephalon, Inc.  
145 Brandywine Parkway  
West Chester, PA 19380-4245

Dear Ms. Beckhardt:

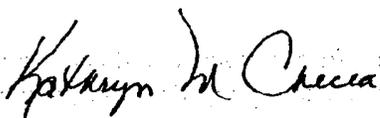
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Sincerely,



Kathryn M. Checea  
National Director of Professional Relations

Enclosures: Invoice & Letter of Agreement

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CEPH-CT-SB-00762169

Confidential Treatment Requested by Cephalon, Inc.

CEP\_TPP\_CTAG10815980

TEVA\_MDL\_A\_05510590

P-18910 \_ 00006

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

Confidential

**American Pain Society**  
**Agreement for Commercial Support of CME Activities**

It is the policy of the American Pain Society that all continuing medical education activities, offering CME credit, fully conform to the Accreditation Council for Continuing Medical Education (ACCME) *Essentials and Guidelines for Accreditation of Sponsors of Continuing Medical Education and Standards for Commercial Support and Enduring Materials* (copies of both documents are on file in our Education Offices and are available to commercial supporters). This agreement is intended to define and document our responsibilities as a sponsor of continuing medical education for physicians and those of a commercial supporter (hereafter known as the Company) of those activities, and to define terms and conditions under which commercial funding will be accepted and utilized in support of the continuing education activity named below.

The commercially supporting company and American Pain Society agree to the following terms and conditions:

1. **Statement of Purpose:** This program is for scientific and educational purposes and will not promote the products of the Company, either directly or indirectly.
2. **Responsibility:** As an accredited sponsor, APS shall hold full responsibility for the identification of CME needs, determination of objectives, methods, materials, delivery, budget, and evaluation of the activity independent of commercial influence, support or preference.
3. **Control of Content and Selection of Presenters and Moderators:** APS is responsible for control of content and selection of presenters and moderators. The Company agrees not to direct the content of the program. If requested, the Company, or its agents, will respond only to APS initiated requests for suggestions of presenters or sources of possible presenters. In this case, the company will suggest more than one name; will provide speaker qualifications; will disclose financial or other relationships between the Company and the speaker(s), and will provide this information in writing. APS will recognize any suggestions made and will seek suggestions from other sources as well. The Scientific Program Committee will make speaker and topic selections based on balance, independence and its set of criteria.
4. **Exhibit Placement:** The Company agrees that exhibit placement shall not be a condition of support for this activity.
5. **Disclosure of Financial Relationships:** APS will ensure meaningful disclosure to the audience at the time of the program, of (a) company support; and, (b) any significant relationship between APS and the Company or between individual speakers or moderators and the Company.
6. **Ancillary Promotional Activities:** No promotional activities will be permitted in the same room as the educational activity. No product advertisements will be permitted in the program room.
7. **Objectivity and Balance:** APS will make every effort to ensure that data regarding the Company's products (or competing products) are objectively selected and presented, with favorable and unfavorable information and balanced discussion of prevailing information on the product(s) and/or alternative treatment modalities.
8. **Limitations on Data:** APS will ensure, to the extent possible, meaningful disclosure of limitations on data, (e.g., ongoing research, interim analysis, preliminary data, or unsupported opinion).
9. **Discussion of Unapproved Uses:** APS will require that presenters disclose when a product is not approved in the United States for the use under discussion.
10. **Opportunities for Debate:** APS will ensure meaningful opportunities for questioning or scientific debate.
11. **Independence of APS in the use of Contributed Funds:**
  - funds should be in the form of an unrestricted educational grant made payable to APS.
  - all other support associated with this CME activity (e.g., distributing brochures, preparing slides, printing handouts, distributing handouts, utilizing additional evaluation forms from those used by APS), must be given with the full knowledge and approval of American Pain Society.
  - no other funds from the Company will be paid to the program director, faculty, or others involved with the CME activity (additional honoraria, extra social events, etc.).

The Company agrees to abide by all requirements of the ACCME *Standards for Commercial Support of Continuing Medical Education* as stipulated above. We agree to: (1) abide by the ACCME *Standards for Commercial Support of Continuing Medical Education*; (2) acknowledge educational support from the Company in program brochures, syllabi, and all other program materials, and (3) upon request, furnish the Company with a report concerning the expenditure of the funds provided.

CEPH-CT-SB-00762170  
Confidential Treatment Requested by Cephalon, Inc.  
CEP\_TPP\_CTAG10815981

**TEVA\_MDL\_A\_05510591**

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

**Confidential**

P-18910 \_ 00007

**American Pain Society Agreement for Commercial Support of CME Activities Cont.**

The following represents full and accurate disclosure of all contributions provided by the Company for this continuing education activity.

*AGREED*

CME Activity: 2005 APS 24th Annual Meeting – Unrestricted Educational Grant – CD-ROM

Location: Boston, MA Dates: March 30-April 2, 2005

Unrestricted Educational Grant and/or administrative fee made payable to American Pain Society in the amount of: \$15,000. The APS will use this grant to underwrite the specific expenses for this activity, which may include travel, hotel, per diem, honorarium and printing expenses. The unrestricted educational grant may also be used to underwrite other aspects of the Scientific Meeting.

Commercial Supporter Company Name: Cephalon, Inc.

Commercial Company Representative or Agent Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Signature: [Signature] Date: \_\_\_\_\_

APPROVED  
[Signature]  
LEGAL DEPT

American Pain Society Representative:

Department Director or Designee Name: Kathryn Checca

Title: National Director of Professional Relations

APPROVED  
SC  
11/1/04  
FINANCE DEPT

Signature: [Signature: Kathryn M Checca] Date: 9/17/04

Course Director or Designee Name: Ruth Tiernan

Title: Director of Education

Signature: [Signature: Ruth Tiernan] Date: 9/17/04

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CEPH-CT-SB-00762171

Confidential Treatment Requested by Cephalon, Inc.

CEP\_TPP\_CTAG10815982

TEVA\_MDL\_A\_05510592

P-18910\_00008

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

**Confidential**

**American Pain Society**  
4700 West Lake Avenue  
Glenview, IL 60025-1485  
847/375-4856, Fax 888/412-7584

**Bill To:** Ms. Stacey Beckhardt  
Sr. Manager, Product Communications  
Cephalon, Inc.  
145 Brandywine Parkway  
West Chester, PA 19380-4245

Invoice Number: 20040917-cdrom  
Date: September 17, 2004  
Terms: **Due on Receipt**

## INVOICE

American Pain Society ID # 52-1180177  
24<sup>th</sup> Annual Meeting - 2005

Support of CD-ROM of Proceedings

\$15,000.00

**Total Amount Due \$15,000.00**

Please call if you have any questions regarding this invoice.

\*\*\*\*\* Please include a copy of this invoice with your remittance.

**MAKE CHECKS PAYABLE TO:** American Pain Society  
Sales Department  
PO Box 3781  
Oak Brook, IL 60522  
847/375-4856, Fax 888/412-7584

K:\APPS\Sales\CommSupport\Invoice\05-Cephalon-CD ROM.doc

CEPH-CT-SB-00762172

Confidential Treatment Requested by Cephalon, Inc.

CONFIDENTIAL PER STIPULATION AND PROTECTIVE ORDER

CEP\_TPP\_CTAG10815983

TEVA\_MDL\_A\_05510593

P-18910 \_ 00009

**Confidential**

Cephalon, Inc.  
145 Brandywine Parkway  
West Chester, PA 19380

First Union  
National Bank

62-22/311

DATE 10/22/2004 CHECK NO. 00167278



Fifteen thousand and 00/100 \*\*\*\*\*

AMOUNT

\$15,000.00

PAY TO THE ORDER OF

American Pain Society  
PO Box 3781  
Oak Brook, IL 60522  
  
Sales Department

AUTHORIZED SIGNATURE

⑆00167278⑆ ⑆031100225⑆ 2079950064057⑆

FACE OF DOCUMENT HAS A COLORED "VOID" BACKGROUND ON WHITE SECURITY PAPER

Cephalon, Inc./

145 Brandywine Parkway  
West Chester, PA 19380

10/22/2004 00167278

| INVOICE NO.    | DATE       | DESCRIPTION | PAID AMOUNT | DISCOUNT | APPLIED AMOUNT |
|----------------|------------|-------------|-------------|----------|----------------|
| CD science Mtg | 10/19/2004 | VCH00086999 | \$15,000.00 |          | \$15,000.00    |

| INTERNAL NO. | VENDOR #     | VENDOR                | TOTALS | TOTALS | TOTALS      |
|--------------|--------------|-----------------------|--------|--------|-------------|
| 655          | AMERPAINSO00 | American Pain Society |        |        | \$15,000.00 |