
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 24, 2011

Henry Schein, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

0-27078

(Commission File Number)

11-3136595

(I.R.S. Employer
Identification No.)

135 Duryea Road, Melville, New York

(Address of principal executive offices)

11747

(Zip Code)

Registrant's telephone number, including area code: **(631) 843-5500**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On June 24, 2011, Henry Schein, Inc. (the "Company") entered into an amendment (the "Amendment") to its Distribution Agreement for Fluviral® Influenza Vaccine, dated as of December 2, 2004, with ID Biomedical Corporation of Quebec (successor in interest to ID Biomedical Corporation) ("IDB"), as amended (the "Distribution Agreement").

The Amendment, among other things, modifies the Minimum Quantity per Flu Season (as such terms are defined in the Distribution Agreement) of IDB's injectable influenza virus vaccine product ("Product") to be supplied by IDB and purchased by the Company pursuant to the terms of the Distribution Agreement.

Prior to the Amendment, the Minimum Quantity per Flu Season of Product to be supplied by IDB and purchased by the Company under the Distribution Agreement was calculated as follows: the lesser of (i) 11,500,000 doses of Product or (ii) 50% of Product that IDB ships to the relevant territory for sale or distribution in such territory for such Flu Season; provided that in the 2010/2011 Flu Season, the Minimum Quantity was to be reduced by (a) the lesser of 1,000,000 doses of Product or 8.6956% of the amount of Product that would otherwise have been provided in the 2010/2011 Flu Season, or (b) if 50% of Product that IDB ships to such territory for sale or distribution in such territory is less than 5,750,000, 4.3478% of the amount of Product that would otherwise have been provided in the 2010/2011 Flu Season.

Pursuant to the Amendment, the Minimum Quantity per Flu Season of Product to be supplied by IDB and purchased by the Company under the Distribution Agreement is calculated in the same manner; provided that in the 2011/2012 Flu Season, the Minimum Quantity will now be reduced by (i) the lesser of 2,000,000 (as opposed to 1,000,000) doses of Product or 17.3912% (as opposed to 8.6956%) of the amount of Product that would otherwise have been provided in the 2011/2012 Flu Season, or (ii) if 50% of Product that IDB ships to such territory for sale or distribution in such territory is less than 5,750,000, 8.6956% (as opposed to 4.3478%) of the amount of Product that would otherwise have been provided in the 2011/2012 Flu Season.

Pursuant to the Amendment, the parties have agreed to negotiate in good faith new terms for the relationship, rights and obligations of the parties with regard to distribution of Product in the 2012/2013 Flu Season. The parties further agreed that time is of the essence in this regard and intend to complete such negotiations and sign an amendment or new definitive agreement by September 1, 2011. If the parties have not entered into a mutually agreeable amendment or new definitive agreement for the 2012/2013 Flu Season before September 1, 2011, then IDB will have the right to immediately terminate the Distribution Agreement with regard to all Flu Seasons after the 2011/2012 Flu Season during the 15 days following September 1, 2011 by providing written notice to the Company.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, which is attached hereto as Exhibit 1.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits:

- 1.1 Amendment dated June 24, 2011 to Distribution Agreement, dated as of December 2, 2004, by and between Henry Schein, Inc. and ID Biomedical Corporation of Quebec (successor in interest to ID Biomedical Corporation).
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HENRY SCHEIN, INC.
(Registrant)

Date: June 28, 2011

By: /s/ Michael S. Ettinger _____
Michael S. Ettinger
Senior Vice President and General Counsel

EXHIBIT INDEX

Exhibit

- 1.1 Amendment dated June 24, 2011 to Distribution Agreement, dated as of December 2, 2004, by and between Henry Schein, Inc. and ID Biomedical Corporation of Quebec (successor in interest to ID Biomedical Corporation).

AMENDMENT TO DISTRIBUTION AGREEMENT

This Amendment (this "Amendment") is entered into as of June 24, 2011, by and between ID Biomedical Corporation of Quebec ("IDB") and Henry Schein, Inc. ("HSI").

HSI and ID Biomedical Corporation entered into a certain Distribution Agreement for Fluviral influenza vaccine as of December 2, 2004 and have entered into certain amendments to that agreement from time to time (as amended, the "Agreement"). In December 2005, ID Biomedical Corporation became a wholly owned subsidiary of GlaxoSmithKline Inc., a wholly owned subsidiary of GlaxoSmithKline plc and an affiliate of GlaxoSmithKline LLC d/b/a GlaxoSmithKline ("GSK"). Effective as of January 1, 2011, ID Biomedical Corporation merged with and into its wholly owned subsidiary, ID Biomedical Corporation of Quebec, with ID Biomedical Corporation of Quebec being the surviving entity. As a result of discussions between the parties, HSI and IDB desire to make certain amendments to the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and upon the terms and subject to conditions set forth below, HSI and IDB, intending to be legally bound hereby, agree to amend the Agreement as follows:

1. **Definitions.** All capitalized terms used in this Amendment without definition shall have the meanings set forth in the Agreement.
2. **Minimum Quantity.** The text under the heading "Total Minimum Quantity per Flu Season" of Paragraph 1 of Schedule 1 of the Agreement is hereby amended and restated to read in full as follows:

"Subject to Sections 3.2 and 3.9 of the Agreement, the Minimum Quantity per Flu Season to be supplied by IDB and purchased by HSI shall be the lesser of (i) eleven million, five hundred thousand (11,500,000) doses of Product ("Minimum Doses") or (ii) fifty percent (50%) ("Minimum Percentage") of Product that IDB ships to the Territory for sale or distribution in the Territory for such Flu Season; provided, however, that in the 2010/2011 Flu Season, the Minimum Quantity shall be reduced by the lesser of one million (1,000,000) doses of Product or 8.6956% of the amount of Product that would otherwise have been provided in the 2010/2011 Flu Season; and provided, further, that in the 2011/2012 Flu Season, the Minimum Quantity shall be reduced by the lesser of two million (2,000,000) doses of Product or 17.3912% of the amount of Product that would otherwise have been provided in the 2011/2012 Flu Season. Notwithstanding the foregoing, if fifty percent (50%) of Product that IDB ships to the Territory for sale or distribution in the Territory in the 2011/2012 Flu Season is less than 5,750,000, then the Minimum Quantity shall be reduced by 8.6956% of the amount of the Product that would otherwise have been provided in the 2011/2012 Flu Season."

3. **2012/2013 Flu Season Terms.** The parties agree to negotiate in good faith new terms for the relationship, rights and obligations of the parties with regard to distribution of Product in the 2012/2013 Flu Season. The parties further agree that time is of the essence in this regard and intend to complete such negotiations and sign an amendment or new definitive agreement by September 1, 2011.

4. **Termination.** Section 15, Term and Termination, is amended to add a new Section 15.7 to read in full as follows:

“Notwithstanding anything herein to the contrary, in the event that the Parties have not entered into a mutually agreeable amendment or new definitive agreement for the 2012/2013 Flu Season before September 1, 2011, then IDB shall have the right to immediately terminate this agreement with regard to all Flu Seasons after the 2011/2012 Flu Season during the fifteen (15) days following September 1, 2011, by providing written notice to HSI.”

5. **Effect of Amendment.** Except as expressly modified by this Amendment, the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

6. **Miscellaneous.** Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be reasonably necessary or appropriate in order to carry out the purposes and intent of this Amendment.

7. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Amendment to the Agreement to be executed on its behalf by its duly authorized officer as of the date first above written.

ID Biomedical Corporation of Quebec

Henry Schein, Inc.

By: /s/ Paul Pinonnault

By: /s/ Louis J. Ferraro

Name: Paul Pinonnault

Name: Louis J. Ferraro

Title: Senior Counsel & Secretary

Title: VP and General Manager Bio-Therapeutics