**Statement of Work**

**Prepared for**

**Galapagos**

**Veeva Representative: Aaron Bean**

This Statement of Work (“SOW”) is entered into between Veeva Systems, Inc. (“Veeva”) and Galapagos NV (“Customer”) as of the date of mutual signature below. This SOW incorporates and is governed by the terms and conditions of the Master Professional Services Agreement (“Agreement”) for professional services currently in place between Veeva and Galapagos dated 1 December 2020.

This SOW is based on the information available to Veeva as of 10 March 2021. Veeva may, at its option, consider this SOW null and void if an executed copy is not received from the Customer by 26 March 2021. In the event of any conflict, discrepancy or inconsistency between this SOW and the terms of the Agreement, the Agreement shall govern except as to scope of work, consulting fees (including currency), travel expenses and payment terms for which this SOW will govern.

This SOW and the term “SOW” as used herein, includes this signature sheet and Exhibit(s) below and any amendments or addendums referencing this SOW that are mutually executed by the parties. As used in this SOW the term “Deliverables” means the Customer specific work product, documentation and configurations to be delivered by Veeva under this SOW. The term Deliverables, as used in this SOW, does not include Veeva’s pre-existing, commercial software products which are delivered via a software-as-a-service model.

PROJECT FEES AND INVOICING

This SOW will be delivered to Customer on a Fixed Fee. This SOW represents Veeva’s best estimate with the information available at the time it was written as to the effort expected to complete the work described herein. Total fees for the in-scope work described in this SOW are estimated below. Fees will be invoiced upon receipt of the deliverables outlined under the Project Deliverables section, and any undisputed payment is due thirty (30) days from receipt of invoice. Traveling expenses are not included.

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| --- | --- | --- |
| **Milestone** | **Estimated Delivery Date** | **Payment** |
| End of Phase 1b | 16th April 2021 | €80,000 |
| End of Phase 3a | 14th May 2021 | €80,000 |
| End of Project | 28th May 2021 | €40,000 |
| **Total Fee** |  | €200,000 |

Notes on Fees:

All fees and expenses above are stated in Euros.

DESCRIPTION OF SERVICES

Veeva shall provide Consulting Services related to the definition of customer journeys for Galapagos in Europe. All specifics pertaining to the Services shall conform to the specifications, and achieve the objectives more particularly described in Exhibit 1, attached hereto.

TRAVEL ASSUMPTIONS

Veeva project resources are aligned to European business working hours; e.g. 09:00 - 17:30 CET. Veeva resources are located across various locations across Europe. Project meetings and workshops will by default be assumed to be online only. However, COVID-19 restrictions permitting, onsite sessions at Veeva or Customer offices may be possible with the mutual agreement of the Customer, Veeva and the express agreement of the Consultant in question. For onsite meetings and workshops, these sessions will be scheduled at times which allows the Veeva team to travel during the working week (i.e. on Tuesdays – Thursdays). If travel is required over a weekend, this will need to be approved by the Veeva Business Consulting Senior Management team.

Travel time is not included in the above Project estimates.  Domestic travel time will not be charged to the Customer.  International travel is not expected for this project.

This SOW will not require Veeva to configure functionality currently available in Veeva’s pre-existing, commercial software products to the extent possible in the current version of such products.  Notwithstanding any other term of this SOW, no term or provision of this SOW will be deemed or interpreted as an obligation or commitment by Veeva to complete custom development or code level modifications with respect to any of Veeva’s pre-existing, commercial software products.  Veeva shall retain all ownership rights in Veeva’s commercial software products (including all enhancement and modifications thereto)) governing Customer’s right to access and use such products.

All rights and licenses with respect to access to and usage of any of Veeva’s pre-existing, commercial software products are governed by the Master Subscription Agreement dated 17 October 2018, between Veeva and Galapagos.

If indicated in this SOW, Veeva may provide custom development related services.  Any such services will be based upon software code that Customer has acquired from a third party or otherwise has rights to independent of Veeva, including Apex code or Visualforce code (“Third Party Customizable Code”), and not the code of Veeva’s pre-existing, commercial software products.  Veeva makes no representations or warranties with respect to and disclaims all liability arising solely from any such Third-Party Customizable Code it is requested by Customer to use.

EXPIRATION

Unless otherwise mutually agreed by the parties this SOW shall expire on 28 May 2021

CHANGE ORDERS

Any professional services work requested and/or performed outside of the scope described in this SOW will require a mutually executed SOW change order or amended SOW, detailing the changes to the source SOW, whether such changes are revisions, additions or deletions, and any effect on costs (“Change Order”). The Change Order will be mutually agreed. In the event a Change Order is pending signature by Customer, Veeva will not complete work that is subject to the pending change until the Change Order is executed. Change Orders will be identified by and will otherwise incorporate the terms and conditions of the original SOW or will supersede and replace the original SOW.

COUNTERPARTS

This SOW may be executed in counterparts and may be exchanged by facsimile or electronically scanned copy exchanged via email, each of which shall be deemed to be an original and all of which together shall constitute one and the same SOW. This SOW may be executed electronically or by digital signature. The authorized representatives of the parties have executed this SOW by their signatures below:

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| --- | --- |
| **Galapagos** | **Veeva Systems, Inc.** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authorized Signature | Authorized Signature |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |
| **PO amount required for fees and expenses detailed in this SOW: €200,000** | |

EXHIBIT 1

1. Project Objectives

Veeva Systems, Inc. (“Veeva”) is pleased to provide this proposal for consulting services to Galapagos. Based on conversations to date, Veeva’s understanding of Galapagos situation is as follows:

1. Current Customer journeys in place are not ‘fit for purpose’: they don’t match international RA campaigns; do not reflect maturity of brand content; do not reflect key events e.g. EULAR; lack consistency or simplicity, and were created without the involvement of some European markets
2. There is an acceptance that there are differing levels of customer journey mapping maturity across indication and markets
3. A range of content is available to local Marketers but they need guidance in mapping it to message and action

Based on conversations to date, Veeva’s understanding of the project objectives are:

1. To ‘re-set’ the customer journey mapping framework for the two indications of RA and IBD, and to establish a consistent ‘Adoption journey pathway ‘
2. Establish golden business rules and design principles of customer journeys for Marketers and the Field Force
3. To draw out content map (regional and local) across key brand messages, events and publications map for the next 12 months
4. Select a dynamic customer mapping tool and build plan to connect information in customer journey maps to CRM
5. Create core set of regional customer journey maps which have been validated and tested with 7 markets, and which can be rolled out to new markets as they come on board in RA and IBD
6. Create a detailed set of localized customer journey maps for France, Germany and the UK
7. Train and empower marketers on the customer journey mindset & tool in 7 local markets including creation of one e-learning module explaining how to use customer journey maps.
8. Scope of Services

The proposed Project scope and delivery proposal from Veeva includes the following:

1. Project Approach

Veeva’s project approach comprises of three workstreams:

**Workstream 1: Create Customer journey maps**

Phase 1a: Establish Foundations for CJ Maps [week 1]

Phase 1b: Build & Test Regional CJ Maps [week 2-4]

Phase 1c: Detailed Localization of CJ Maps for Ger, UK and Fr [week 5-8]

Phase 1d: Initiate Localization of CJ for small markets [week 9-10]

**Workstream 2: Align maps with CRM**

Phase 2a: Defining Alignment between CJ Maps & CRM [week 3-6]

Phase 2b: Building action plan to operationalize alignment [week 7-10]

**Workstream 3: Build Customer journey map understanding**

Phase 3a: Build Tactic Plan [week 7-8]

Phase 3b: Build e-learning module [week 7-10]

Phase 3c: Train the Trainer (CJ Market Champions) [week 8-10]

The workstreams are preceded by a week-long **mobilization** phase where Veeva and Galapagos will:

* Agree the approach for the project, and stakeholder involvement including the make-up of the core customer team and customer working group
* Establish key decision checkpoints, project sponsor review and sign-off, and scheduling of key meetings and workshops
* Define all necessary internal Galapagos information, documentation and data relating to current customer journey mapping and CRM architecture, and any related information which impact on wider omnichannel priorities.

2. Project Activity

Workstream 1: Create Customer journey maps

**Phase 1a: Establish Foundations for CJ Maps [week 1]**

Project kick-off workshops with Customer core team and working group(s) to agree:

* Detailed project plan and timeline
* Mapping design principles and creation of the journey ‘framework’
* Events and publications calendar
* Map of content to message
* Review mapping prototype strawman
* Select mapping tool

**Phase 1b: Build & Test Regional CJ Maps [week 2-4]**

* Test and validate customer journey framework and prototype with regional functional leads
* Work with selected representatives from IBD team across UK and German markets to design indication ready customer journey outlines, leveraging the regional mapping structure and framework agreed
* Work with selected representatives from RA team across France, Spain, Netherlands, Italy, BelLux markets to design indication ready, regional customer journey outlines, leveraging the regional mapping structure and framework

**Phase 1c: Detailed Localization of CJ Maps for Ger, UK and Fr [week 5-8]**

* Work with selected representatives from Medical, Marketing and Sales in UK, German and France markets to design detailed customer journey, localizing the regional customer journey mapping structure, principles and framework

**Phase 1d: Initiate Localization of CJ for small markets [week 9-10]**

* Work with selected representatives from the RA markets of Spain, Netherlands, Italy, BelLux to begin localization process of the regional templates for each of these markets
* Veeva team will work with local markets and Galapagos core team to explain updated and refined customer journey maps for RA and define where localization could take place

Workstream 2: Align Customer Journey Maps with CRM

**Phase 2a: Defining Alignment between CJ Maps & CRM [week 3-6]**

* Work with Galapagos operational, insights and IT teams to identify and evaluate the options for taking information contained in the customer journey maps and aligning with CRM
* Define the change impact analysis for processes, data and roles in making this alignment a practical reality for the foreseeable future
* Build high level operational blueprint for main touchpoints across people, processes and data, to align customer journey maps to CRM, with Customer core team

**Phase 2b: Building action plan to operationalize alignment [week 7-10]**

* Create high level action plan with core team for executing on operational blueprint

Workstream 3: Build Customer journey map understanding

**Phase 3a: Build Tactic Plan [week 7-8]**

* Create a plan setting out tactics and interventions to build skills, increase the will, and change behaviours to drive consistent use of customer journeys across markets

**Phase 3b: Build e-learning module [week 7-10]**

* Develop an e-learning module (in English) to sit on the Customer learning management system (‘Gecko’), using the SCORM 1.2 architecture, where Marketers and the Field Force can refresh their understanding of the agreed upon customer journey framework and how to use customer journeys in their daily work

**Phase 3c: Train the Trainer (CJ Market Champions) [week 8-10]**

* Run ‘Train the trainer’ sessions with local market CJ ‘Champions’ to build knowledge in Marketing and Field Force in what, why and how of customer journey mapping

Project Management

Due to the large number of markets and stakeholders that are part of the project, clear project management activities will be needed to ensure timely delivery.

* **Weekly status meeting**: A weekly, 45-minute meeting attended by the ‘core team’ members (defined in the mobilization phase) to ensure tracking of project risks, issues, progress, and steering decisions. This meeting and project tracking will be managed by Veeva.

Project Deliverables

Veeva will deliver to the Customer the following:

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| --- | --- | --- |
| Workstream | Phase | Deliverable |
| **Project Management** | Across all Phases | * Weekly status report against plan * Rolling issues and risk log |
| **Workstream 1: Create Customer journey maps** | **Phase 1a**  Establish Customer Journey Foundations | * Drive decision making process to select optimal mapping tool * Develop options to drive decision making for mapping principles, adoption ladder & journey framework * Scan existing Galapagos environment and work with functional leads to develop Regional Content, Message & Events map * Create Mapping prototype template to validate and test with core team |
| **Phase 1b**  Build & Test Regional Customer Journey Maps | * A Core set of regional CJ templates, by label, created and tested with core team, working group and refined to include main local events and key local needs |
| **Phase 1c**  Detailed Localization of Customer Journey Maps for Germany, UK & France | * Delivery of three, 2-hour workshops per market, across the four weeks with local representatives to localize the regional journey maps * Regional templates have been stress tested and refined by the large markets * 3 large markets have co-created set of customer journey maps for their market |
| **Phase 1d**  Localization of Customer Journey maps for small markets | * Delivery of two 2-hour workshops with small market representatives to build local understanding in how to localize regional templates * Archetype regional templates created for RA and IBD created for large and small markets |
| **Workstream 2: Align Customer Journey Maps with CRM** | **Phase 2a**  Define alignment between Customer Journey Maps & CRM | * High level diagnostic for points of alignment between mapping and CRM * High level change impact analysis to make alignment a practical reality * High level operational blueprint setting out main touchpoints for alignment |
| **Phase 2b**  Build plan to operationalize alignment | * High level action plan for executing on operational blueprint and securing alignment with CRM on interim basis |
| **Workstream 3: Build Customer journey map understanding** | **Phase 3a**  Build Tactic Plan | * Create a plan setting out tactics and interventions to build skills, increase the will, and change behaviours to drive consistent use of customer journeys across markets |
| **Phase 3b**  Build e-learning module | * Develop an e-learning module (English) to sit on training system, where Marketers and the field force can refresh their understanding of the agreed upon customer journey framework and how to use customer journeys in daily work |
| **Phase 3c**  Train the Trainer for CJ Market Champions | * Run ‘Train the trainer’ sessions with local market CJ ‘Champions’ to build knowledge in Marketing and Field Force in what, why and how of customer journey mapping |

This SOW does not obligate Veeva to maintain, update, modify or enhance the Deliverables described herein after completion of this SOW.

Project Timeline Estimate

The high-level project timeline below is based upon assumptions derived from scoping and project strategy discussions.

The actual start date is contingent upon the following:

1. Executed SOW and any referenced agreements

2. Receipt of soft copy of Customer’s Purchase Order

3. Confirmation of Project team staffing (contingent on bullets 1 and 2 above)

The timescale for Veeva Business Consulting support is from 22 March 2021 to 28May 2021

A summary of the estimated time for each phase of work is shown below.

Graphical user interface

Description automatically generated

Project Scope & Assumptions

The high-level timeline and project costs include the following key assumptions:

* The markets in scope are: France, Spain, Italy, Netherlands, Belgium/Luxembourg, UK and Germany
* The Product in scope is Jyseleca with two main indications: RA and IBD
* The final decision of what customer journey mapping tool is to be used in this project and on an ongoing basis by Galapagos rests with Galapagos.
* The Marketing (Brand) teams have done considerable work already on the brand positioning and messaging, and the identification of content needs. The role of this project is to organize what Galapagos has got in terms of brand messaging and content, and present it in a consolidated form so it can be utilized as part of the customer journey mapping process.
* The project will be considering the interim connection between the customer journey maps and the existing Galapagos Veeva CRM system
* Galapagos will provide Veeva with access to all other third-party work and internal data as specified and required for the project, including any customer journey work done at a regional and or local level
* Galapagos stakeholders will be made available in a timely manner to input into activities, attend workshop/ meetings, complete any surveys and have one to one interviews as required by the Veeva team.
* Veeva team resources do not work full time on the project – they will be flexed across the duration of the project to best meet the needs of Galapagos and deliver the outputs as set out above.

Work Out of Scope

Based on Veeva’s current understanding of Customer requirements, the following modules, tasks and deliverables are out of scope, and will not be executed as part of this Project.

1. Identifying relevant stakeholders for inclusion in the program or the scheduling of these stakeholders for attendance at program workshops
2. Reworking or validating any third-party data or Across Health deliverables provided by Galapagos
3. Reworking or undertaking a deep dive on brand positioning, messaging or a review of existing content viability or needs
4. Paying any licence costs or any such costs associated with any third-party mapping tool chosen by the core project team.
5. Developing any tools, outside of those already specified, to support the embedding of customer journey mapping at either a regional or local level
6. Communication or training activities to Galapagos stakeholders to embed customer journey mapping, outside of those specified
7. Provision of any voiceover or technical support required to upload content for an e-learning module into Galapagos training and learning management system
8. Detailed support of individuals in their specific creation and use of customer journey maps
9. Provision of the tracking tools to monitor the adoption and utilization of customer journey maps over time
10. An assessment of integration between any customer journey maps created as part of this project and any potential marketing automation or platforms being built in Veeva CRM
11. Implementing changes to any processes, data flows, roles, structures or ways of working to align customer journey maps to Customer CRM or any platforms

Customer Obligations for Project Success & Cost Management

Timely and successful completion of this Project requires ongoing collaboration between Veeva and Customer resources. The following are Customer responsibilities that are expected to keep Project schedule and estimated budget consistent with the timeline and budget defined in this SOW. If these obligations are not upheld, a Change Order to address the resulting scope and/or budgetary impact may be required.

1. Galapagos must establish the necessary decision-making governance for responsive and timely review of deliverables to ensure specified timelines are met
2. Galapagos must identify a defined lead(s) for this program who will act as primary contact for the Veeva team including weekly review of status and issue escalation
3. Galapagos must identify members of the project core team, working group and market teams, and ensure these identified stakeholders area available to contribute as required.
4. It is Galapagos responsibility to co-ordinate internal stakeholders as well as secure their participation in workshops and meetings in order to ensure Veeva’s contribution is proficient and valuable
5. Galapagos Subject Matter Experts and other key stakeholders will be available and attend scheduled events
6. Galapagos is responsible for managing all internal change management protocols and Galapagos communications to stakeholders

Resources and Engagement Schedule

Veeva Resource Allocation

The following Veeva resources will be allocated for this Project:

* 1. PRINCIPAL CONSULTANT: [Louisa Peacock] Responsible for ensuring all customer needs as it relates to the project are met, and the final deliverables are in line with expectations.
  2. PRINCIPAL CONSULTANT: [Alex Raynaud] The day-to-day contact for the project, responsible for the shaping and build of deliverables and management of workshops and key meetings. Lead responsible for overall architecture and design of customer journey maps.
  3. SENIOR CONSULTANT: [Gareth Allot] Leads on the localization of the customer journey maps, alignment of customer journey maps with CRM and delivery of e-learning module.
  4. CONSULTANT: [Alex Richwood] Supports build of deliverables and facilitation of workshops and key meetings. Leads on development of tactics for building understanding of customer journey maps.
  5. Veeva Subject Matter Experts: Responsible for input into specific aspects associated with Veeva CRM as it relates to alignment with customer journey maps

Customer Resource Allocation

Our ability to complete this effort in the time allotted and at the budget proposed is predicated on the participation of Customer resources. Note that one person may perform more than one role. This list outlines key Customer resources that the Veeva’s resources may need to interact with:

1. Program Lead with responsibility for customer journey mapping at regional level, with the authority to review and take decisions regarding the project deliverables specified.
2. Project Sponsors with responsibility for sign-off of project deliverables
3. Project Operations with responsibility for organizing internal meetings and workshops
4. Regional function leads from Marketing, Medical, Customer Insights, and Business Intelligence
5. Local market Medical, Sales Field Force and Marketers to be involved in workshops and participation in workshops as specified
6. IT lead who is responsible for Galapagos CRM.

Revision History

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| --- | --- | --- |
| Date | Revised By | Description of Modifications |
|  |  |  |