



Statement of Work (SOW)

for use with Novartis' General Terms & Conditions for IT Contracts

This SOW is split into eight parts.

Part A – Parties

This part must be completed in all cases.

Part B – Development and Customisation of Software This part must be completed where the SOW includes the development or customisation of Software.

Part C – Software Testing

This part must be completed where Software is provided and will be tested under the SOW.

Part D – Software Delivery, Warranty and Licensing

This part must be completed where Software is provided under the SOW (including developed or customised software).

Part E – Goods, including Hardware

This part must be completed where the SOW includes the supply of goods, including computer hardware

Part F – Maintenance and Support

This part must be completed where the SOW includes obligations to maintain or support Software or Goods.

Part G – Other Project Services

This part must be completed where the SOW includes other project services.

Part H – Other

This part must be completed in all cases.

Part A - Parties

Table I. SOW identification information

SOW Name: CR02 CES – Technology Solutioning

Novartis contract reference number

Supplier contract reference number

0050128869

Table II. Legal entity information

**Novartis service recipient legal entity
Name and address**

**Supplier legal entity
Name and address**

*Novartis Pharma AG, Switzerland
Lichtstrasse 35 CH-4056 Basel Switzerland
("Novartis")*

*Gramener INC, 2 Research Way 08540 Princeton,
New Jersey , USA("Supplier")*

Table III. Additional Novartis organisation information

IT functional area (e.g. Country IT, ERP IT COE, etc.)	<i>CES COE, NBS TT</i>
Cost centre	
Service recipient location	<i>Basel Rhein Valley = Plant St. Johann (WSJ), Plant Klybeck (WKL), Plant Rosental (WRO), Plant Schweizerhalle (WSH), Plant Stein (WST).</i> <i>USA: USEH & USFW</i> <i>India – INHY</i>
Novartis project manager	<i>Name: Gnaneshwar, Navin</i> <i>email: navin.gnaneshwar@novartis.com</i> <i>Phone: +914067585517</i>
Clarity ID (optional)	
Work order number (optional)	

Table IV. Additional Supplier organisation information

Supplier project manager	<i>Name: Naveen Gattu</i> <i>email: naveen.gattu@gramener.com</i> <i>Phone: +1 (732) 319-3999</i>
Supplier delivery location(s)	<i>INHY</i>

This Statement of Work is entered into under and in accordance with Novartis' General Terms & Conditions for IT Contracts dated May 2018 (the “**Terms**”). The Terms are hereby incorporated into this Statement of Work, including the defined terms in those Terms.

Part B – Development and Customisation of Software

Table V. Development and customisation	
Is development or customisation of Software required?	<input type="checkbox"/> Yes (Please complete this Part B) <input checked="" type="checkbox"/> No (Please leave this Part B blank)
Project start date	
Will Novartis own the intellectual property rights in the Developed Works?	

Table VI. Development specification	
<div></div> <div>(<i>“Development Specification”</i>)</div>	

Table VII. Development timetable and charges (<i>“Development Timetable”</i> and <i>“Charges”</i>)			
Mile-stone	Completion date	Basis for Charges	Charges (excludes VAT, Sales Tax and GST)
1			
2			
3			
4			
5			
Total			

Part C – Software Testing

Table VIII. Software	
Will Software be provided and tested?	<input type="checkbox"/> Yes (Please complete this Part C) <input checked="" type="checkbox"/> No (Please leave this Part C blank)

Table XI. Software acceptance testing	
Who will test the software?	<input type="checkbox"/> Novartis <input type="checkbox"/> Supplier
What is the deadline for acceptance?	
<div> (“Acceptance Tests”)</div>	

Part D – Software Delivery, Warranty and Licensing

Table X. Software	
Will Software be provided?	<input type="checkbox"/> Yes (Please complete this Part C) <input checked="" type="checkbox"/> No (Please leave this Part C blank)
Term of licence	Starts: NA Duration: NA <i>Custom built with IP to Novartis</i>
Scope of Use	
Warranty period	
Will the Source Code for the Software be provided to Novartis?	
Will the Source Code for the Software be placed into escrow?	
Language for the user interface and user documentation	

Table XI. Software specification
(“Software Specification”)

Table XII. Software installation and data migration	
Will the Supplier install the software and migrate data?	<input type="checkbox"/> Yes (Please provide details below) <input checked="" type="checkbox"/> No

Table XIII. Charges for software (“Charges”)	
Trigger for invoicing	Charges (excludes VAT, Sales Tax and GST)

<i>Not applicable.</i>		<i>Not applicable.</i>
Total	NA	

Part E – Goods, including Hardware

Table XIV. Goods	
Will Goods be provided?	<input type="checkbox"/> Yes (Please complete this Part D) <input checked="" type="checkbox"/> No (Please leave this Part D blank)
Delivery address(es) for the Goods	
Delivery date(s) and time(s) for delivery	
Manufacturer’s warranty	

Table XV. Details of the Goods
<i>Not applicable.</i> <div>(“Goods Specification”)</div>

Table XVI. Goods installation	
Will the Supplier install the Goods?	<input type="checkbox"/> Yes (Please provide details below) <input checked="" type="checkbox"/> No
<i>Not applicable.</i>	

Table XVII. Charges for Goods (“Charges”)

Trigger for invoicing		Charges (excludes VAT, Sales Tax and GST)
Not applicable.		
Total		

Part F – Maintenance and Support

Table XVIII. Maintenance and support services	
Will maintenance and support be provided?	<div><input type="checkbox"/> Yes, for Software (Please complete this Part E)</div> <div><input type="checkbox"/> Yes, for Goods (Please complete this Part E)</div> <div><input checked="" type="checkbox"/> No (Please leave this Part E blank)</div>
Name of Software or Goods subject to maintenance and support	
Term of maintenance and support services	<div>Starts:</div> <div>Duration:</div> <div>(“Maintenance Term”)</div>
When will support be provided?	(“Support Hours”)

Table XIX. Charges for maintenance and support (“Charges”)		
Trigger for invoicing		Charges (excludes VAT, Sales Tax and GST)
Not applicable.		
Total		

Table XX. Details of the maintenance and support services

Not applicable.

(“Maintenance Services”)

Table XXI. Service levels				
	During Support Hours		Out of Support Hours	
Type of fault	Response time	Repair time	Response time	Repair time

Part G – Other Project Services

Table XXII. Project information	
Are project services required?	<input checked="" type="checkbox"/> Yes (Please complete this Part F) <input type="checkbox"/> No (Please leave this Part F blank)
Project start date / effective date	Aug 15th 2023
Project completion date / expiration date	Dec 31st 2023
Project charging	<input type="checkbox"/> Time and Materials Only (Ordinary mandate) <input checked="" type="checkbox"/> Fixed Price Only (Outcome based) <input type="checkbox"/> Both Fixed Price and Time and Materials

Table XXIII. Project requirements

Project Scope:

This CR is for the addition of schedule and budget to the existing PO - C028-3005606107

CES team and Gramener will partner to innovate with a strong focus on generating business value at a faster speed.

The team will identify and experiment with leading trends in AI / advanced analytics and aim to apply them to enterprise business problems of data consumption

The team will identify trends in the NLP space which are related to enterprise data consumption area and generate a funnel of areas and ideas worth exploring. Business driven ideas which require innovative solution would also feed into the funnel.

This will help bring an outside perspective in and in combination with domain understanding and business need will create a rich funnel which will future proof CES strategy

The ideas from the funnel will be discussed, prioritized and shortlisted to develop as small pilots are as short term experiments.

The pilots or POCs developed are then evaluated by relevant teams. Possible and outcomes could be demos to business teams, thought leadership material published etc.

Activities covered in the scope

- Idea generation and funnel creation based on industry trends on natural language processing or business useful areas which fit into long term strategy of the organisation
- Funnel prioritisation based on application usefulness urgency and value addition
- Idea qualification framework to help objectivity prioritise funnel ideas subject to process maturity
- Identify ideas from the funnel to implement and define objective endpoints for each of the idea
- Develop and experiment with ideas to build them into proof of concepts, minimum viable products or demos to showcase value of the idea.
- Present demos to stakeholders, publish thought leadership material, internal white papers, competitions where possible
- Support in gathering communication needs from existing product owners
- Work with respective teams to create updates or content relevant to the projects or products in scope
- Enable CES team resources with content to create awareness about existing/upcoming projects or products
- Maintain transparency of communication with stakeholders on plans, issues, schedules etc.
- Ideate on content and channels to ensure communication flows to the right stakeholders.
- Coordinate with multiple internal teams to identify and understand guidelines, areas of opportunity, scope for the activities on hand

Team Composition

- The team will be multi skilled and will carry skill sets of Natural language processing, Deep learning , analytics, Machine learning operations, Domain Experts, Data and Marketing consultant

Role	Agreed Rate card \$/day	Revised Rate \$ for 2023	FTE	Total \$ Value
Domain Solution/Analytics SME	560	398.00	0.30	2507

Data Consultant	296	211.00	1.00	4431
Lead Data Consultant	336	239.00	1.00	5019
Data Scientist - ML/AI/Deep Learning	336	239.00	2.00	9540
Snr Data Scientist - ML/AI/Deep Learning	384	273.00	1.00	5733
Technical Architect /Lead	320	228.00	1.00	4788
Data Science Developer - Python, Angular etc.	296	211.00	1.00	4431

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Support Needed

- CES/NVS teams to support in generation of ideas and funnel support based on business needs and trends
- CES/NVS executive team support will be needed for idea review and monthly or quarterly progress update discussions
- CES/NVS will support to gather interest on idea, feedback from prospective users on POCs/MVPs
- Analytics models require infrastcture to allow for model training and data analysis. Required infrastructure and application access to be provision do the teams to allow for demo setups training resource intensive analytics models data loads etc
- NVS/CES teams To support the innovation team with access to relevant data sources or training data content to allow for the development of customized analytics models
- Priorities from Novartis in line with innovation agenda to best capture value from the team and initiative.

Assumptions:

- To allow the team to focus on core data driven innovation specific ideas UI customizations would be kept minimal where possible for proof of concepts.
- Process to be customized to suit expectations and environment needs
- To minimize process overheads on reporting and tracking a lightweight process framework to be agreed and followed to track the progress of the projects and POCs being implemented and also provide visibility to all stakeholders on as is situation
- To ensure ISRM compliance NVS will extend required support with points of contacts from ISRM teams who can help validate and guide tool usage , process etc
- The scope of work will be carried out by Gramener resources based out of its facilities in India, Singapore & US
- Does not include estimate for applicable taxes, T&E and incidentals
- Invoices will be raised monthly
- Price does not include H/W,S/W, Infrastructure or Cloud charges. Any software needed for Gramener will be provided by Client

Out of scope activities

- Hardware and standard software packages support for systems will be provided by TIS and will be out of scope of this SOW. Required escalation support will be provided by the CES team
- Non innovation related POCs , BAU or delivery project support or delivery

CR Number	PO number	Value (contract currency)	Contract Currency
CR02	3005606107	182,250.00	USD
CR01	3005606107	128,000.00	USD
SOW	3005606107	96,000.00	USD

(*“Project Requirements”*)

Table XXIV. Project structure (<i>“Project Timetable”</i> and <i>“Charges”</i>)				
Phase	Deliverables	Completion date	Basis	Charges (excludes VAT, Sales Tax and GST)
	<i>E001, E002</i>	<i>31st Aug’23</i>		\$ 36,450
	<i>E003</i>	<i>30th Sep’23</i>		\$ 36,450
	<i>E001,E002,E003</i>	<i>31st Oct’23</i>		\$ 36,450
	<i>E001, E002</i>	<i>30th Nov’23</i>		\$ 36,450
	<i>E003</i>	<i>31st Dec’23</i>		\$ 36,450
			Total	\$ 182,250

Table XXV. List of Deliverables (<i>“Project Deliverables”</i>)			
Deliverable ID	Brief Description	Delivery Date	Additional Acceptance Criteria? (Yes / No)
<i>E001</i>	<i>Funnel generation</i>	<i>Monthly</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>E002</i>	<i>Funnel qualification framework , Idea prioritization</i>	<i>Monthly</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>E003</i>	<i>POCs/Demos showcased</i>	<i>Monthly</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Table XXVI. Specific criteria for Project Deliverables (“Criteria for the Deliverables”)

Deliverable ID	Acceptance criteria for deliverables

Table XXVII. Supplier resourcing overview (“Project Team”)

Role Name (as applicable)	Project Phase	Named Resource	Number	Location (identify per region / country)

Part H – Other**Table XXVIII. Approved subcontractors (if any)**

Role	Name, Location and Contact Information
	<i>Not applicable.</i>

Table XXIX. Time and materials rate card

Specific time and materials requirements (where applicable)		<i>Supplier shall submit a completed timesheet at the end of each month for each resource working under this SOW in a Time and Materials model. For approval, the timesheet requires the signature from the Novartis hiring manager.</i>
Role	Location	Hourly / Daily Rate (excludes VAT, Sales Tax and GST)

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Table XXX. Additional charging information	
Invoicing and settlement currency	USD
Exchange rate If the invoicing and settlement currency is different from the pricing currency, then which exchange rate should be used	

Table XXXI. Additional security and compliance requirements	
Details of additional security measures	<i>There are no specific logical and / or physical (application as well as network related) security requirements for this SOW, beyond the requirements specified in the Terms.</i>
Additional compliance obligations	<i>No specific compliance activity to be carried out in the scope of this SOW beyond the requirements specified in the Terms.</i>

Table XXXII. Data privacy	
Nature and purpose of any processing	<i>The provision of services for the scope of this SOW does not include any form of transfer of data that is covered under EU and /or US data protection law.</i>
Types of personal data processed	
Categories of individuals whose personal data is processed	
Measures taken to permit a Restricted International Transfer of Personal Data	

Table XXXIII. Quality management

Will the Supplier be required to comply with Annex B (Quality Management)?	No
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Table XXXIV. Special terms	
These special terms will override the provisions in the Terms	Novartis or Supplier may terminate with a 4 weeks' notice to ramp-up or ramp-down any resources.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work for use with Novartis' General Terms & Conditions for IT Contracts to be executed by their respective duly authorised representatives.

For Novartis:

DocuSigned by:
Monica Hrusovsky
2DDBF4AC13AD478...
Signature:
Name:
Title:
Service Excellence Expert
Novartis
Legal Entity:
Date: 02-Aug-23 | 2:46:36 PM CEST

DocuSigned by:
Ramesh Rajamani
262DAA5C2083408...
Signature:
Name:
Title:
Analytics APD
Novartis
Legal Entity:
Date: 03-Aug-23 | 1:48:49 PM GMT

For Supplier:

DocuSigned by:
Naveen Gattu
3B6AB3FEB76A486...
Signature:
Name:
Title:
COO
Gramener Technology Solutions Pvt Ltd
Legal Entity:
Date: 03-Aug-23 | 7:28:48 AM PDT

Signature:
Name:
Title:
Legal Entity:
Date: