



Task Order for Genpact International EICC Analytics Project Support
under INFORMATION TECHNOLOGY MASTER OUTSOURCING AGREEMENT
between **Merck Sharp & Dohme Corp. ("Merck")** and **Genpact International ("Supplier")**

This Task Order is issued pursuant to the terms and conditions of that certain Professional services Bill Rate Master Agreement, by and between Supplier and Merck dated March 19th 2010 (the "Agreement"). Initially capitalized terms used herein and not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

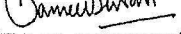
In accordance with Merck Corporate Policy 56, the effective start date of this engagement will be on or after the issuance date of the valid Purchase Order to the supplier. No invoices will be paid with service delivery dates prior to the Purchase Order issuance date.

Task Order Submission Date	12-04-2014
Merck Business Area Stakeholder	Paul Kallukaran
IT Division	EICC
Estimated Task Order Duration	January 2, 2015 to May 31, 2015
Type of Work	Analytics
Total Task Order Amount (Fees + Expenses)	\$70,000.00
Cost Center or Accounting Code	NWA4021767

"This Task Order shall not be binding upon the Merck party named below unless a Purchase Order has been issued for the fees and costs set forth herein."

Note: Supplier should sign first, Business Stakeholder next, then Procurement.

SUPPLIER

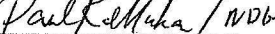
By: 

Name: Sameer Dewan

Title: SVP, Research & Analytics

Date: 5 December 2014

**MERCK SHARP & DOHME CORP.
BUSINESS AREA STAKEHOLDER**

By: 

Name: Paul Kallukaran

Title: Exec. Director

Date: December 5, 2014

For Merck's Internal Use Only

Global Procurement Approval

Name:

Date:

Role:

Signature

PROJECT SUMMARY

1. BRIEF PROJECT DESCRIPTION:

Genpact will provide Analytics support services to the Enterprise Integration & Customer Collaboration (EICC) team.

Merck's EICC team supports country teams on various Sales force and Commercial Analytics projects, best practices etc. The scope of services for this Task Order is broad and varied including but not limited to providing statistical analyses and optimization analytics support for ex-US countries at Merck, especially in China and Europe.

The services will entail:

- Data extraction, transformation & harmonization
- Statistical Analyses and Optimization Analytics work, as applicable
- Generate and communicate insights, as required
- Develop, maintain and produce dashboards, tools and applications, as required.

Key assumptions:

- Merck will identify points of contact to manage communication with Genpact
- Merck will allocate time & appropriate resources to ensure that Genpact team has all project related questions/clarifications satisfactorily resolved
- Should there be any specific needs for Merck beyond what has been agreed to in the Master Terms, Genpact will appraise Merck and will mutually decide on the support requested only after due assessment of Merck's service needs
- Merck will be responsible for providing Genpact with all the specifications and requirements for the tasks that Genpact will execute
- Merck will provide any project specific training required during transitioning of the report to successfully accomplish the task. However, Genpact will invest in any ongoing training program for necessary up-skilling of the team members to provide greater service to Merck

Genpact shall deliver outputs in MS PowerPoint, IVIS Word, SAS datasets, Excel sheets or any other form as appropriate for the reports. Output requiring software specific to Merck will be acquired in accordance with terms in the MSA.

Reporting:

Reporting to the Client will be based on the mutually agreed-upon timelines & cadence.

Capacity/Staffing:

For the complete scope as defined in Section 3.1 we shall have the following capacity & staffing:

GENPACT will align 2 (Two) dedicated full time FTE members with adequate experience and will be located at Genpact's Bangalore office. These FTE members will have relevant background and experience in Statistical Analysis and Optimization Analytics respectively.

2. FEES

"In compliance with Sarbanes-Oxley and GAAP (Generally Accepted Accounting Principles) standards, Merck requires Suppliers to promptly invoice for services and/or products rendered. Invoices that are not received promptly run the risk of not being paid. Additionally, to ensure timely payment, invoices must be reviewed by the end user prior to submitting for payment." Supplier shall invoice Merck for a fee of \$11,333.00/month (or based on the deliverables payment schedule, if applicable). The total value of this engagement, including expenses, is \$70,000. All expenses must be pre-approved and

expenses will be billed at actual cost. Each payment will be made upon Merck's review and acceptance of Deliverable. The payment schedule will be as follows:

2.1 Table of Values per Deliverable

Deliverable #	Description	Delivery Date	Value (\$)
1	Merck EICC Analytics Support	2015	70,000 (\$35K per FTE)
Total Fees (\$):			70,000
Total Expenses (\$):			0
Total Value (\$):			70,000

2.2 Table of Resource Values per Deliverable

ITOM Roles						
Delivery Services Roles				Client Services Roles		
Construction Manager Developer/Constructor Enterprise Architecture Planner Service Lead Solution Architect		Solution Manager Solutions Partner Support Lead Technical Analyst Tester		Business Analyst Business Architect Program Manager Management Consultant		
Deliverable #	ITOM Role(s)	# FTEs	Hours	Fees /hr	Total Fees	Site Name
1	<i>Technical Analyst</i>	2			70,000	Bangalore, India
Total Fees (\$):					70,000	
Total Expenses (\$):					0	
Total Value (\$):					70,000	

3. ADDITIONAL TERMS & CONDITIONS

N/A – Preferred supplier

4. PROJECT MANAGER CONTACT INFORMATION

Merck Project Manager Name: Senthil Murugan

Office Phone: 267-305-6571

Fax Number: 267-305-8560

Email Address: Senthil.murugan@merck.com

Mailing Address: Merck & Co., 351 N. Sumneytown Pike, UG2B-50
North Wales, PA 19454

SUPPLIER Project Manager Name: Arun Subramaniam

Mobile Phone: 203-278-1814

Fax Number: N/A

Email Address: arun.subramaniam@genpact.com