

MERCK & CO., INC.
MULTIDISCIPLINARY STRATEGIC ADVISORY BOARD
FOR COX-2 INHIBITORS
CONSULTING AGREEMENT

CONSULTING AGREEMENT, dated as of February 29, 2000, by and between Merck & Co., Inc., a New Jersey corporation ("Merck"), having its principal place of business One Merck Drive, Whitehouse Station, NJ 08889-0100 and **Michael E. Weinblatt, MD**, an individual (the "Consultant"), having a principal place of business at Brigham and Women's Hospital, Boston, MA.

IN CONSIDERATION of the mutual promises herein contained, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **Consulting Services.** Merck agrees to retain the Consultant as a member of the US Multidisciplinary Advisory Board for COX-2 Inhibitors (the "Board"). The Consultant will provide confidential advice, counsel, and assistance in the development, planning, and execution of commercial and scientific initiatives related to Merck's COX-2 Inhibitor program (the "Consulting Services"). The Consulting Services may cover topics including, but not limited to, market development, strategic product planning, and educational activities as well as the design and conduct of the clinical and preclinical development program. The Consulting Services may be rendered in the form of telephone conferences, face-to-face meetings, and/or making presentations to Merck employees or third party audiences. Participation on the Board will encompass a time commitment totaling at least six (6) days in 2000 and six (6) days in 2001, comprised of the following:
 - a) Attendance at regularly scheduled Board meetings will encompass approximately four (4) days of meeting time in each of 2000 and 2001. In addition, Board members may be contacted, from time to time, by Merck to advise on issues that require attention prior to the next board meeting or on issues that may not be germane to the entire board. In the event a Consultant is unable to attend a regularly scheduled Board meeting or Board meetings consume fewer than four (4) days in any given year, he/she will make an equivalent amount of time available to Merck for additional Consulting Services.
 - b) Availability for up to an additional two (2) days of time in 2000 and 2001 to be spent with Merck personnel providing Consulting Services.
2. **Term.** The Consultant agrees to complete the work described above over the period of time beginning with the execution of this contract and continuing through December 31, 2001.
3. **Compensation.** Compensation for service on the Board will be at the rate of \$5,000/day. Payment will be structured as an annual retainer, payable in two (2) equal installments each year of \$15,000 each (paid on March 31 and December 31

of each year). In the event the actual number of days of Consulting Services requested by Merck in any year falls below the levels detailed in Section 1 the daily rate of \$5000 will be deducted from the payment to be otherwise made on December 31 of that year. In the event the actual number of days of Consulting Services requested by Merck in any year exceeds the levels detailed in Section 1, Merck will compensate the Consultant at a rate of \$5,000/day (or portion thereof) for the additional service. The compensation to be paid the Consultant under this Agreement includes, and the Consultant shall be liable for, all taxes, excises, assessments and other charges levied by any government agency on, or because of, the Consulting Services performed hereunder, and any materials, equipment, services or supplies furnished or used in the performance of the Consulting Services. The Consultant will be reimbursed by Merck for authorized and reasonable expenses incurred by the Consultant in connection with the performance of the Consulting Services rendered by the Consultant hereunder, provided that the Consultant provides Merck with a reasonable accounting, together with receipts, for such expenses. Travel expenses, including transportation, lodging, meals and other similar expenses, shall only be incurred with the advance written approval of Merck.

4. Status. The Consultant will be an independent contractor and not an employee or agent of Merck.
5. Confidential Information. The Consultant acknowledges and agrees that the Consultant will have access to, or become acquainted with, Confidential Information of Merck. For the purposes of this Agreement, "Confidential Information" shall mean any information of Merck, whether or not developed by the Consultant, including but not limited to, information which relates to all ideas, designs, methods, discoveries, improvements, products or other results of the Consulting Services, trade secrets, product data and specifications, proprietary rights, business affairs, product developments customer information or employee information. Confidential Information does not include any information that: (i) the Consultant can prove was known to Consultant prior to the date of this Agreement and any other agreement between the parties hereto, without obligation to keep it confidential; (ii) the Consultant can prove was lawfully obtained from a third party without any obligation of confidentiality; or (iii) is or becomes part of the public domain through no act or violation of any obligation of the Consultant. The Consultant acknowledges and agrees that the Confidential Information constitutes valuable trade secrets of Merck. The Consultant shall keep all Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without Merck's prior written consent, disclose or otherwise make available, directly or indirectly, any item of Confidential Information to anyone. The Consultant shall use the Confidential Information only in connection with the performance of the Consulting Services hereunder and for no other purpose.
6. Merck Property. The Consultant agrees not to take any documents, papers, drawings, magnetic media or other tangible property, or any copies thereof, belonging to Merck (or the cost of which was reimbursed by Merck), including but not limited to, those prepared or worked on by the Consultant, unless specifically authorized in writing by Merck to do so. All documents, papers, drawings, magnetic media and other tangible property made, or compiled by, or made available to the Consultant and any copies thereof, whether or not they contain Confidential

Information, are and shall be the property of Merck and shall be delivered to Merck by the Consultant immediately upon demand. Merck shall own and control all worldwide rights, title and interest in and to all work, ideas, designs, methods, discoveries, improvements, products or other results that are created developed, written, conceived or made by the Consultant in connection with the Consulting Services (the "Work Product"). The Consultant agrees to make full disclosure of all Work Products to Merck. The Consultant also agrees that all Work Product shall be considered "works made for hire" within the meaning of the copyright laws of the United States and that Merck is and shall be the sole author of the Work Product and sole owner of all rights therein. In the event any of the Work Product is deemed not to be a "work made for hire," then the Consultant hereby assigns to Merck all worldwide rights, title and interest in and to the Work Product, including , but not limited to , all patentable inventions, trade secrets and all works subject to copyright. The Consultant agrees to (i) execute all documents and perform all acts deemed necessary by Merck to evidence Merck's ownership of the Work Product, and (ii) assist Merck in obtaining, registering, maintaining and defending, at Merck's sole expense, all patents, copyrights, trade secret rights and other proprietary rights in and to the Work Product in any and all countries as may be determined by Merck. The Consultant hereby irrevocably appoints Merck as the Consultant's attorney-in-fact for the purpose of executing such documents in the Consultant's name.

7. Equitable Relief. The Consultant acknowledges and agrees that the restrictions set forth in Sections 5 and 6 hereof are reasonable and necessary to protect the legitimate interests of Merck and that Merck would not have entered into this Agreement in the absence of such restrictions, and that any violation or threatened violation of any provision of Section 5 or 6 will result in irreparable injury to Merck. The Consultant also acknowledges and agrees that in the event of a violation or threatened violation of any provision of Section 5 or 6, Merck shall be entitled to preliminary and permanent injunctive relief, as well as equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which Merck may be entitled.
8. References to Merck. It is Merck policy that no Consultant can include references to Merck as a client or references to any of Merck products, including but not limited to, advertisements, interviews, presentations to prospective clients, articles, or promotional materials, without the prior written approval of Merck.
9. Miscellaneous. This agreement may be terminated by either party hereto at any time with written notice. The respective rights and obligations of the parties hereunder shall indefinitely survive the termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. Neither party shall assign this Agreement or any of their respective rights or obligations hereunder without the prior written consent of the other party. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed under and in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements with respect thereto are superseded hereby. No amendment or

modification hereof shall be binding unless in writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

MERCK & CO., INC.

Michael E. Weinblatt
Michael E. Weinblatt, MD

Charlotte McKines

3/6/00
Date

Date

212 48 6702
Taxpayer ID No.

received
4-6-00 mg

orig to HKP
cc JAR

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8. References to Merck. It is Merck policy that no Consultant can include references to Merck as a client or references to any of Merck products in a promotional context, including but not limited to, advertisements, interviews, presentations to prospective clients, articles, or promotional materials, without the prior written approval of Merck. This limitation does not preclude the consultant from disclosing the fact of the consulting relationship when the consultant speaks at educational programs, authors a manuscript, or participates in a clinical study, or otherwise as required by law.



Michael E. Weinblatt, MD

4/3/00

Date

03/28/00

STI0037751