

Exhibit 1.5

PME Records Submissions Completeness Provisions

1. General.

(a) Nothing in this Exhibit absolves the Program Claimants and their respective Counsel from their responsibility timely to comply with the requirements of Sections 1.3 and 1.5. In particular, neither any Administrator nor Merck shall have any responsibility or Liability for any failure of a Program Claimant and/or his Counsel to qualify as a Qualifying Program Claimant, nor for any impact on a Qualifying Program Claimant's Points award, as a result of any deficiency in such Program Claimant's submissions pursuant to either said Section.

(b) The Claims Administrator shall communicate under this Exhibit with each Program Claimant by communication with such Program Claimant's Counsel or, if (and only if) such Program Claimant is without counsel, then directly with the Program Claimant.

(c) The Claims Administrator may rely on the mailing, facsimile transmission and email addresses and/or numbers that were last provided by the Program Claimant or his Counsel and shall have no obligation to (but in its sole and absolute discretion may) take other steps to locate Program Claimants or Counsel whose mail, facsimile transmission or electronic mail has been returned as undelivered or undeliverable. Each Program Claimant and (if applicable) his Counsel shall have the responsibility to keep the Claims Administrator informed of the correct mailing, facsimile transmission and e-mail addresses for both such Program Claimant and such Counsel.

(d) Any information submitted in response to a First, Second or Third Deficiency Notice (as such terms are defined below) shall be submitted by means of a Claims Form (or, if a Claims Form already has been submitted by the relevant Program Claimant, Supplementary Claims Form) executed in the manner specified in Section 1.3.2.

(e) If the last day on which any information is required to be submitted pursuant to this Exhibit is not a Business Day then the last day on which such information is required to be submitted pursuant to this Exhibit shall be deemed to be the next following Business Day.

2. Deficiency Determinations.

(a) If the Claims Administrator determines that a Program Claimant has failed by July 1, 2008 fully to comply with the requirements of Section 1.3, then reasonably promptly after making such determination the Claims Administrator shall notify such Program Claimant (the "Deficiency Notice") of the relevant deficiency(ies). The Deficiency Notice shall instruct the Program Claimant fully to comply with the requirements of Section 1.3 by September 1, 2008.

(b) If the Claims Administrator determines that a Program Claimant has failed by September 1, 2008 fully to comply with the requirements of Section 1.3, then reasonably

promptly after making such determination the Claims Administrator shall notify such Program Claimant (the “Second Deficiency Notice”) of the relevant deficiency(ies). The Second Deficiency Notice shall instruct the Program Claimant fully to comply with the requirements of Section 1.3 by November 1, 2008.

(c) If the Claims Administrator determines that a Program Claimant has failed by November 1, 2008 fully to comply with the requirements of Section 1.3, then reasonably promptly after making such determination the Claims Administrator shall notify such Program Claimant (the “Third Deficiency Notice”) of the relevant deficiency(ies). The Third Deficiency Notice also shall include notice to the effect set forth in the first sentence of section 2(d) of this Exhibit.

(d) If the Claims Administrator determines that a Program Claimant has failed (i) by the Final PME Records Submission Deadline fully to comply with the requirements of Section 1.3 or (ii) by the time specified in the Agreement fully to comply with an Additional Claim Information requirement pursuant to Section 1.5, then (unless he is awarded an extension of the Final PME Records Submission Deadline pursuant to section 3 of this Exhibit) such Program Claimant shall be considered to constitute a “Non-Submitting Program Claimant” for purposes of this Exhibit. In such case, the Claims Administrator shall send a notice to such effect to such Program Claimant, which notice shall inform such Program Claimant of his right to appeal the Claims Administrator’s decision as specified in section 2(e) of this Exhibit. “Final PME Records Submission Deadline” means November 30, 2008.

(e) A Program Claimant may appeal to the Special Master the Claims Administrator’s determination pursuant to section 2(d) of this Exhibit by delivering a written notice to such effect to the Special Master and the Claims Administrator within 15 Business Days of the date of the Claims Administrator’s notice to such Program Claimant pursuant to said section 2(d). If the Program Claimant fails timely to effect such an appeal, the decision of the Claims Administrator shall be final, binding and Non-Appealable, and such Program Claimant shall be deemed to constitute a Non-Submitting Program Claimant for purposes of this Exhibit. Upon a timely appeal, the Special Master will determine only whether such Program Claimant fully has complied with (i) the requirements of Section 1.3 by the Final PME Records Submission Deadline or (ii) the requirements of Section 1.5 by the time specified in the Agreement, as the case may be. The Special Master shall rule on all such appeals on or before December 30, 2008. The Special Master’s decision shall be final, binding and Non-Appealable. If the Special Master determines that the Program Claimant has not fully complied by the applicable deadline, such Program Claimant shall be deemed to constitute a Non-Submitting Program Claimant for purposes of this Exhibit.

3. Deadline Extension Requests.

(a) If a Program Claimant is unable (i) by the Final PME Records Submission Deadline fully to comply with the requirements of Section 1.3 or (ii) by the time specified in the Agreement fully to comply with any Additional Claim Information requirements pursuant to Section 1.5, then such Program Claimant may, prior to the Final PME Records Submission Deadline or the Section 1.5 deadline, respectively, apply in writing to the Claims Administrator for an extension of the applicable deadline. If the Program Claimant fails to apply for such an

extension, then such Program Claimant shall be deemed to constitute a “Non-Submitting Program Claimant” for purposes of this Exhibit. If the Program Claimant files for such an extension, the Claims Administrator may grant an extension of up to an additional 30 days beyond the original applicable deadline where such Program Claimant demonstrates to the satisfaction of the Claims Administrator (i) that he has made a diligent attempt fully to comply with the requirements of Section 1.3 or 1.5, as the case may be, by the original applicable deadline and (ii) it appears likely that he would be able so fully to comply if given the extension. If a Program Claimant requests an extension after the expiration of the original Final PME Records Submission Deadline or Section 1.5 deadline, as the case may be, then the Claims Administrator may deny the extension on that reason alone. The Claims Administrator shall serve a Program Claimant with the Claims Administrator’s written decision to grant or deny a request by such Program Claimant for an extension.

(b) If any extension of the original Final PME Records Submission Deadline or an original Section 1.5 deadline is granted to a Program Claimant by the Claims Administrator or the Special Master pursuant to this section 3 above, then sections 2(d) and (e) of this Exhibit (but not, for the avoidance of doubt, this section 3) shall apply anew to such Program Claimant as if references therein to the applicable deadline were deemed to refer to such deadline as extended by such extension.

4. Discretionary Power

(a) Anything in this Exhibit or the Agreement to the contrary notwithstanding, the Claims Administrator may, at any time prior to making a negative determination pursuant to section 4 of this Exhibit, upon an application to such effect by a Program Claimant received at any time prior to the Final PME Records Submission Deadline or an Section 1.5 deadline (as applicable and as the same may have been extended pursuant to section 3(a) of this Exhibit), deem any particular Program Claimant to have fully complied with the requirements of Section 1.3 or 1.5, as the case may be, if the Claims Administrator determines that (i) such Enrolled Program Applicant has made a diligent and good faith attempt fully to comply with, but nonetheless, due to special, unforeseen or extraordinary circumstances, is not likely to be able fully to comply with, the requirements of Section 1.3 or 1.5, as applicable, within even the extended time frames contemplated by this Exhibit, (ii) such Enrolled Program Applicant has in fact substantially completely complied with the requirements of Section 1.3 or 1.5, as applicable, and (iii) under the circumstances to deem such Enrolled Program Applicant to be a Non-Submitting Program Claimant would thus be inequitable. Subject to the requirements of clauses (i), (ii) and (iii) of the preceding sentence, exercise by the Claims Administrator of the authority granted to it pursuant to the preceding sentence shall be within the sole discretion of the Claims Administrator. Any determination by the Claims Administrator not to, or any other failure by the Claims Administrator to, exercise the discretion afforded to it under this section 4(a) is Non-Appealable.

(b) The Claims Administrator shall email to Merck and the NPC a pdf copy of any application from a Program Claimant pursuant to section 3(a) of this Exhibit, and shall not act on such application prior to the tenth (10th) Business Day after so notifying Merck and the NPC of such application. (By making such application, the Program Claimant consents to such action by the Claims Administrator and review of such application by Merck and the NPC.)

(c) The Claims Administrator shall notify Merck and the NPC of any affirmative exercise of its discretion pursuant to section 4(a) of this Exhibit. Either the NPC or Merck may appeal such action to the Special Master by delivering a written notice to such effect to the Special Master and the Claims Administrator within 10 Business Days of service of such notice on it; otherwise, the decision of the Claims Administrator shall be final, binding and Non-Appealable. Upon appeal, the standard of review by the Special Master shall be limited to whether the Claim Administrator's action amounted to an abuse of discretion. The Special Master's decision shall be final, binding and Non-Appealable. If the Special Master overturns the Claims Administrator's determination, such Program Claimant shall be deemed to constitute a Non-Submitting Program Claimant for purposes of this Exhibit.

5. Outside Discretionary Deadline:. In no event shall any Program Claimant's deadline be extended pursuant to this Exhibit 1.5 beyond December 30, 2008

6. Non-Submitting Program Claimant.

A Non-Submitting Program Claimant immediately shall cease to have any further rights under the Program, but such Program Claimant's Release and Dismissal Stipulation shall be delivered to Merck and, without limitation, Merck shall be free to file or cause to be filed such Dismissal with Prejudice Stipulation and/or Release, in any relevant action or proceeding.