Sanofi
Form 11-K
June 26, 2015

United States

Securities and Exchange Commission

Washington, D.C. 20549

Form 11-K

(Mark One)

x Annual Report Pursuant to Section 15(d) of the Securities Exchange Act of 1934.

For the fiscal year ended December 31, 2014

OR

o Transition Report Pursuant to Section 15(d) of the Securities Exchange Act of 1934. (No fee required)

For the transition period from to

Commission File Number 1-18378

A. Full title of the plan and the address of the plan, if different from that of the issuer named below:

Sanofi Puerto Rico Group Savings Plan
55 Corporate Drive
Bridgewater, NJ 08807-5925

B. Name of issuer of the securities held pursuant to the plan and the address of its principal executive office:

SANOFI

54, rue La Boétie
75008 Paris, France

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Sanofi Puerto Rico Group Savings Plan

Financial Statements and Supplemental Schedule

December 31, 2014 and 2013

With Report of Independent Registered Public Accounting Firm

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Sanofi Puerto Rico Group Savings Plan

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* Other schedules required by Section 2520.103-10 of the Department of Labor Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, as amended, are omitted because they are not applicable.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Participants and the Administrator of

Sanofi Puerto Rico Group Savings Plan:

We have audited the accompanying statements of net assets available for benefits of the Sanofi Puerto Rico Group Savings Plan (the Plan) as of December 31, 2014 and 2013, and the related statements of changes in net assets available for benefits for the years then ended. These financial statements are the responsibility of the Plan s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Plan is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan s control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets available for benefits of the Plan as of December 31, 2014 and 2013, and the changes in its net assets available for benefits for the years then ended in conformity with accounting principles generally accepted in the United States of America.

The supplemental information in the accompanying schedule of assets (held at end of year) as of December 31, 2014, has been subjected to audit procedures performed in conjunction with the audit of Sanofi Puerto Rico Group Savings Plan s financial statements. The supplemental information is presented for the purpose of additional analysis and is not a required part of the financial statements but includes supplemental information required by the Department of Labor s Rules and Regulation for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. The supplemental information is the responsibility of the Plan s management. Our audit procedures included determining whether the supplemental information reconciles to the financial statements or the underlying accounting and other records, as applicable, and performing procedures to test the completeness and accuracy of the information presented in the supplemental information. In forming our opinion on the supplemental information in the accompanying schedule, we evaluated whether the supplemental information, including its form and content, is presented in conformity with the Department of Labor s Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. In our opinion, the supplemental information in the accompanying schedule is fairly stated in all material respects in relation to the financial statements as a whole.

/s/ Fischer Cunnane & Associates Ltd
Fischer Cunnane & Associates Ltd
Certified Public Accountants

West Chester, Pennsylvania

June 26, 2015

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Sanofi Puerto Rico Group Savings Plan

Statements of Net Assets Available for Benefits

As of December 31, 2014 and 2013

	2014	2013
ASSETS		
Investments at fair value		
Plan interest in the Sanofi U.S. Group Savings Master Trust	$ 25,123,963	$ 25,048,582
Total investments at fair value	25,123,963	25,048,582
Receivables		
Contributions receivable from participating employees	14,980	13,478
Contributions receivable from employer, net of forfeitures	23,224	48,713
Other receivable	7,698	7,500
Notes receivable from participants	488,642	361,655
Total receivables	534,544	431,346
Total Assets	25,658,507	25,479,928
LIABILITIES		
Accrued administrative expenses	12,416	1,063
Net assets available for benefits, at fair value	25,646,091	25,478,865
Adjustment from fair value to contract value for fully benefit-responsive investment contracts	(100,885)	(114,677)
Net assets available for benefits	$ 25,545,206	$ 25,364,188

The accompanying notes are an integral part of these financial statements.

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Sanofi Puerto Rico Group Savings Plan

Statements of Changes in Net Assets Available for Benefits

For the Years Ended December 31, 2014 and 2013

		2014		2013
ADDITIONS TO NET ASSETS ATTRIBUTED TO				
Contributions:				
Employee	$	649,173	$	611,621
Employer		635,129		655,506
Investment income:				
Net investment income allocated from Master Trust		1,129,325		3,214,005
Miscellaneous Income		17,923		7,500
Interest on notes receivable from participants		198		17,244
Total additions		2,431,748		4,505,876
DEDUCTIONS FROM NET ASSETS ATTRIBUTED TO				
Distributions		2,213,422		1,203,429
Fees and administrative expenses		37,308		37,894
Total deductions		2,250,730		1,241,323
Increase in net assets available for benefits		181,018		3,264,553
NET ASSETS AVAILABLE FOR BENEFITS				
Beginning of year		25,364,188		22,099,635
End of year	$	25,545,206	$	25,364,188

The accompanying notes are an integral part of these financial statements.

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Sanofi Puerto Rico Group Savings Plan

Notes to the Financial Statements

December 31, 2014 and 2013

1. Description of the Plan

The following description of the Sanofi Puerto Rico Group Savings Plan (the Plan), provides only general information. Participants should refer to the Plan document for a more complete description of the Plan s provisions.

Plan Description The Plan is a defined contribution plan that covers substantially all the employees of Sanofi Puerto Rico Inc. as they meet the prescribed eligibility requirements. All employees are eligible to participate in the Plan beginning on the first day of employment. Effective October 1, 2012, Sanofi Puerto Rico Inc. (the Company) assumed the sponsorship and all related obligations and responsibilities of the Plan, transferred from predecessor plan sponsor Sanofi U.S. LLC. The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Master Trust Effective April 1, 2012, Sanofi U.S. LLC, Sanofi Pasteur Inc., sanofi-aventis Puerto Rico Inc. and T. Rowe Price Trust Company entered into an amended and restated Master Trust Agreement, and the sanofi-aventis U.S. Savings Master Trust was renamed the Sanofi U.S. Group Savings Master Trust (the Master Trust) to serve as the funding vehicle for the Plan. Accordingly, the assets of the Plan are maintained, for investment and administrative purposes only, on a commingled basis with the assets of the other plans of the employers within the parent company. The investments included in the Master Trust are equities, mutual funds, commingled funds, and guaranteed investment contracts. No plan has any interest in the specific assets of the Master Trust, but maintains beneficial interests in such assets. The portion of assets, net earnings, gains and/or losses and administrative expenses allocable to each plan is based upon the relationship of the plan s beneficial interest in the Master Trust to the total beneficial interest of all plans in the Master Trust (Note 3).

Trustee and Recordkeeper Banco Popular is the Plan s titular trustee (the Trustee). T. Rowe Price Trust Company is party to the Master Trust agreement discussed above which governs and maintains the Plan s commingled assets. T. Rowe Price Retirement Plan Services Inc. is the Plan s recordkeeper (Note 6).

Plan Administration The sanofi-aventis U.S. Administrative Committee (the Committee or Plan Administrator), as appointed by the sanofi-aventis U.S. Pension Committee, is responsible for the general administration of the Plan. The Board of Directors has appointed the Trustee with the responsibility for the administration of the Master Trust Agreement and the management of the assets.

Participant Accounts Each participant s account is credited with the participant s contributions, and Company matching contributions, and Plan earnings. Participant accounts are charged with an allocation of administrative expenses and Plan losses. Allocations are based on participant earnings, account balances, or specific participant transactions, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant s vested account.

Employee Contributions The Plan offers auto-enrollment with a 30-day opt-out from date of hire. Participants are allowed to contribute up to 75% of their eligible compensation as pre-tax contributions, and up to 10% in after-tax contributions. Contributions are subject to certain Puerto Rico Internal Revenue Code Section 1165(e) limitations of $15,000 for 2014 and 2013. Employees 50 years old or older may make an additional catch-up contribution of up to $1,500 during both 2014 and 2013.

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Sanofi Puerto Rico Group Savings Plan

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Plan participants may make a direct or indirect rollover contribution to the Plan from a former employer s tax qualified plan. Participants can also rollover IRA distributions (excluding minimum required distributions and nondeductible contributions).

Employer Matching Contributions The Company matching contribution is 150% of the pre-tax contributions for all participants, up to 6% of total compensation.

Upon Plan enrollment, a participant may direct employee contributions into any of the Plan s fund choices. Participants may change their investment choices at any time. The Company s contributions are allocated in the same manner as that of the participants elective contributions.

Vesting Effective April 1, 2012, all eligible employees hired on or before March 31, 2012 became 100% vested in their Company matching contribution account. Employees hired on or after April 1, 2012 will be 100% vested in their Company matching contribution account after 2 years of service. Participants are always 100% vested in their pre-tax, catch up, and after-tax contribution accounts (contributions and related earnings). Prior to April 1, 2012, employees who were participants on or before December 31, 2005 were 100% vested in their Company matching contribution account (contribution and related earnings), and employees hired on or after January 1, 2006 were 100% vested in their Company matching contribution account after three years of service.

Payment of Benefits Plan participants who leave the Company as a result of death, disability, retirement, or termination may choose one or a combination of the following distribution methods: receive the entire amount of their account balance in one lump-sum payment; or receive the distribution in the form of recurring annual installments over a period of between three and fifteen years. If a participant dies, the participant s designated beneficiary will receive the payments.

In-service withdrawals are available in certain limited circumstances, as defined by the Plan.

Notes Receivable from Participants Plan participants may borrow from $1,000 up to a maximum equal to the lesser of 50% of the value of their vested account balance or $50,000 less the highest outstanding loan balance in the preceding

12 months, subject to certain limitations described in the Plan document. Loans bear interest at a rate commensurate with the prevailing market rate, as determined by the Plan Administrator. Currently, interest rates associated with participant loans range from 4.25% to 9.25%. Principal and interest are paid notably through payroll deductions generally over a term of up to five years. As of April 1, 2012, a participant may not have more than two loans outstanding at any point in time. Extended terms of up to 15 years are available should the loan relate to the purchase of a primary residence.

Forfeitures Forfeited nonvested accounts may be used to pay the administrative expenses and/or to reduce the amount of employer contributions which are to be paid to the Plan. Unallocated forfeitures balances were $-0- as of December 31, 2014 and 2013. During 2014 and 2013, no forfeitures were used to offset employer matching contributions to the Plan.

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Sanofi Puerto Rico Group Savings Plan

Notes to the Financial Statements

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Revenue Sharing The Plan has entered into a revenue sharing agreement with T. Rowe Price Retirement Plan Services, Inc. (TRP). Under the terms of the agreement TRP will provide the Plan with a fixed annual administrative budget amount that will be increased each year by a comparable amount of loan initiation fees TRP has estimated to receive for that year. The administrative budget may be used to pay certain administrative expenses of the Plan, as directed by the Plan Sponsor. If in any year the administrative budget exceeds the sum of Plan expenses paid during that year the excess shall be allocated to participant accounts as specified by the Plan documents. For the plan years 2014 and 2013, TRP contributed $31,698 and $52,529, respectively, to the Plan s administrative budget account. For 2014 and 2013, the Plan used $28,198 and $49,481, respectively, of the administrative budget to off-set Plan expenses. In addition, during 2014 and 2013, amounts totaling $1,101 and $671, respectively, were allocated to participant accounts. As of December 31, 2014 and 2013, the balances of the administrative budget accounts were $7,662 and $5,263, respectively. Included within the year end balances are revenue sharing contribution receivables of $7,698 and $7,500, respectively, and amounts payable from administrative budget account of $11,850 and $5,340, respectively.

2. Summary of Significant Accounting Policies

Basis of Accounting The financial statements of the Plan have been prepared on the accrual basis of accounting.

Use of Estimates The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and changes therein, and disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Investment Valuation For investment and administrative purposes, the Plan s assets are held within the custody of the Master Trust. The Plan s investment in the Master Trust represents the Plan s interest in the net assets of the Master Trust. The Plan s interest in the Master Trust is stated at fair value and is based on the beginning of year value of the Plan s interest in the Master Trust plus actual contributions and allocated investment income or loss less actual distributions and allocated administrative expenses.

Investment contracts held by the Master Trust are required to be reported at fair value. However, contract value is the relevant measurement attribute for that portion of the net assets available for benefits of a defined contribution plan attributable to fully benefit-responsive investment contracts because contrac