**ATTACHMENT A TO PURCHASING AGREEMENT #\_\_\_\_\_\_**

**STATEMENT OF WORK**

This Statement of Work # \_\_ (“SOW”) is issued pursuant to Purchasing Agreement #\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ between UC and Supplier (“Agreement”).

1. **Title and Description of the Scope of Goods and/or Services**

The scope of work will include:

- Communication Solutions

- iOS & Android mobile communication apps

- Web platform for desktop employees

- Content publisher that allows admins to create content for mobile, web, email, and other platforms (via integration – example: SharePoint, etc.)

- Content calendar to plan & manage company communications built into publisher

- Supports widgets/APIs that can be integrated into other company enterprise systems and vice versa.

1. **Term of SOW**

This SOW will begin on \_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”)and continue through \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

1. **Key Tasks and Activities, Deliverables and Completion Timeframe**

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| --- |
| **Supplier Obligations** |
| **Task**  | **Activities** | **Deliverables** | **Completion Date or Timeframe** |
| **1** | **[General description]** | **[Specific details using action verbs like “create”, “develop”, “test”, “analyze”, “evaluate”, etc.]** | **[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]** | **[Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.]** |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
| **Additional as needed** |  | **Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work.** **Request Supplier to provide data type, protected health information and other data** |  |  |

1. **UC Obligations**

**[Include as appropriate language such as: UC will provide working space, equipment, furniture, utilities, and services, as follows:]**

1. **Place(s) of Performance**

**[If appropriate, to outline Use this section if appropriate to outline where Services will be provided]**

1. **Key Personnel**

Supplier’s Account Manager is listed below, is subject to UC approval, and hasoverall responsibility for managing the UC/Supplier relationship:

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Supplier’s Account Management Team is:

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UC’S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

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1. **Reporting Requirements**

**[Identify any key reports that should be produced by Supplier or critical reporting events. This can be included in the table above if preferred.]**

Supplier agrees to provide other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

1. **Assumptions**
2. The following items are not included within the scope of Goods and/or Services to be provided under this SOW: **[Delete if not needed]**
3. **[Add more as needed]**
4. Additional assumptions include the following: **[Delete if not needed]**
5. **[Add more as needed]**
6. **Service Level Agreement**
7. **[Buyer: Any critical SLAs should be stated here. For goods, consider the following language:]**

During the Term of the Agreement, and any extension(s) of the Term, Supplier will provide the following minimum service standards:

Normal delivery -next business day

Rush delivery -within 4 hours

Pick up returns -within 2 business days

Request for reports -within 5 business days

Order fill rate -98%

Delivery accuracy -98%

Delivery, on-time -98%

Invoice/billing accuracy -98%

Customer service satisfaction -98%

The minimum service standards set forth above recognize that occasional errors are likely; however, Supplier further agrees to use its best efforts to achieve 100% of service levels. Should the service levels fall below the minimum standards and Supplier does not take corrective action within fourteen (14) days following UC written notification, UC reserves the right to terminate the Agreement immediately.

1. **Pricing, Invoicing Method, and Settlement Method and Terms**

**[ Pricing includes the contract amount (for instance, time and materials using an hourly rate; whether there is a not to exceed cap; and flat fee); and the payment schedule (what percentage must be paid at what times, including milestones)]**

Pricing is addressed below. The Invoicing Method, and Settlement Method and Terms are addressed in the applicable Agreement. As regards Invoicing Method, and Settlement Method and Terms, the terms of the applicable Agreement will take precedence over any conflicting terms in this Statement of Work.

1. “Fixed Price Services” to be rendered under this SOW, including deliverables to be provided as part of Fixed Price Services, are described in this section as:
2. “Time and Materials Services” to be rendered under this SOW, including deliverables to be provided as part of Time and Materials Services:
3. The rates applicable to each person who will render Time and Materials Services are as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name and Title of Person Rendering Services** | **Rate per Hour/Day** | **Estimated No. of Days** | **Extended Cost of Fees** | **UC MRC** |
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| Estimated Maximum Expenses (if any): | **n/a** |  |
| Estimated Maximum Cost: |  |  |

1. **[Outline Payment Schedule as needed]**
2. **Acceptance Criteria and Testing**

**[ Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren’t defined.]**

1. **[Indicate any additional financial or other considerations resulting from acceptance testing]**
2. **Changes to the Services**

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier’s receipt of UC’s Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier’s receipt of UC’s Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier’s response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier’s response to the Amendment, if any. Supplier’s implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

1. **No Mandatory Use**

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

1. **Additional Terms**

**[If recording devices will be allowed, add the following: Supplier will use recording devices in discussions with UC employees only when UC and the employees so authorize; this authorization must be in writing. If applicable, Supplier's use of recording devices in such discussion is proposed as follows:**

**(Insert terms)]**

This Statement of Work is signed below by the parties’ duly authorized representatives.

**THE REGENTS OF THE [SUPPLIER NAME]**

**UNIVERSITY OF CALIFORNIA**

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(Signature) (Signature)

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(Printed Name, Title) (Printed Name, Title)

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(Date) (Date)