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

STATEMENT OF WORK

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

# Title and Description of the Scope of Goods and/or Services

Provide an overview and background of Goods and/or Services to be provided. Succinctly describe the problem that this service will address and briefly give the goal(s) and how the goal(s) will be met. Please be brief – 2-3 sentences. For example, “Supplier will provide…”

# Term of SOW

This SOW will begin on enter beginning date (“Effective Date”)and continue through enter ending date (“Expiry Date”). This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

# Key Tasks and Activities, Deliverables and Completion Timeframe

**-----To insert additional lines in the table below, click on the blue ➕ sign at the end of the line item.-----**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier Obligations** | | | | |
| **Task** | | **Activities** | **Deliverables** | **Completion Date or Timeframe** |
| 1 | Insert general description of task. | Insert specific details using action verbs like “create”, “develop”, “test”, “analyse”, “evaluate”, etc. 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. Request Supplier to provide data type, protected health information and other data. | List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns. | Specific dates are best; can be stated as “Week 1”, “Week 2”, etc. |

# UC Obligations

Include appropriate language such as “UC will provide…”

# Place(s) of Performance

Choose a location: Further outline where Services will be provided.

# Key Personnel

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

|  |  |
| --- | --- |
| **Name & Title** | Enter Supplier Account Manager name and title. |
| **Company** | Enter Supplier Company name. |
| **Phone** | Enter Supplier phone number. |
| **Email** | Enter Supplier email. |
| **Address** | Enter Supplier address. |

Subcontractors authorized to provide Goods and/or Services under this SOW:

|  |  |
| --- | --- |
| **Name of Subcontractor** | **Goods and/or Services the Subcontractor will provide** |
| Enter Subcontractor name or N/A. | Enter Subcontractor’s services or N/A. |

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

|  |  |
| --- | --- |
| **Name & Title** | Enter UC Project Manager Name and Title. |
| **Department** | Enter UC Department Name. |
| **Phone** | Enter UC phone number. |
| **Email** | Enter UC email address. |
| **Address** | Enter UC address. |

# Reporting Requirements

Identify any key reports that should be produced by Supplier or any critical reporting events. This can be included in the table above if preferred. If none, enter “N/A”.

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.

# Assumptions

[INTENTIONALLY OMITTED]

# Service Level Agreement

[INTENTIONALLY OMITTED]

# Pricing, Invoicing Method, and Settlement Method and Terms

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:

**-----To insert additional lines in the table below, click on the blue ➕ sign at the end of the line item.-----**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name and Title of Person Rendering Services** | **Rate per Hour/Day** | **Estimated Duration** | **Extended Cost of Fees (in USD)** |
| Company representative | Can include time and materials using hourly rate, whether there is a “not to exceed” cap, or a flat fee. | Specify duration (e.g., 120 hours, 3 months, or 1 year). | Specify extended dollar amount |
| Estimated Maximum Expenses (if any): Click or tap here to enter text.  *Any travel expenses are subject to University Travel Policy G-28.* | | | Click or tap here to enter text. |
| **Estimated Maximum Cost:** Click or tap here to enter text. | | | **Specify max cost** |

1. OPTIONAL: Outline Payment Schedule as needed: what % must be paid at what times, including milestones, or enter N/A.

# Program Requirements

[INTENTIONALLY OMITTED]

# Acceptance Criteria and Testing

If applicable, provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted, if specifics aren’t defined. Indicate any additional financial or other considerations resulting acceptance testing. If not, enter “N/A”.

# 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.

# 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.

# Additional Terms

If applicable: 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)”. If not, enter “N/A”.

Insurance Requirements: Per UC Terms and Conditions of Purchase, dated **8/6/2019**.

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

|  |  |
| --- | --- |
| **THE REGENTS OF THE**  **UNIVERSITY OF CALIFORNIA** | **ENTER SUPPLIER NAME** |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature, Department Budgetary Officer Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature of Supplier and/or Company Representative Date |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature, Procurement Services Signatory Date |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name, Title |  |

**Once complete, please forward this drafted agreement to** [**contracts@uci.edu**](mailto:contracts@uci.edu) **for editing and review.**

**Thank you.**