**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**

 **[Buyer: Provide an overview and background of Goods and/or Services to be provided.]**

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.]** |
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| **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**

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

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

**[Buyer: 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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Subcontractors authorized to provide Goods and/or Services under this SOW **[Buyer: Names should be listed only if Agreement permits use of subcontractors]**:

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| --- | --- |
| **Name of Subcontractor** | **Goods and/or Services the Subcontractor will provide** |
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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**

**[Buyer: 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: **[Buyer: Delete if not needed]**
3. **[Buyer: Add more as needed]**
4. Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to provide the Goods and/or Services]**
5. **[Buyer: 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**

**[Buyer: 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. **[Buyer: Outline Payment Schedule as needed]**
2. **Program Requirements**

**[Buyer: If items will be ordered by catalog, use the Appendix – Electronic Commerce. If applicable, consider using these additional terms for Goods:]**

Order Packaging and Labeling. Supplier agrees that each UC order will be individually wrapped and labeled with the following information:

Purchase Order number;

Product description, quantity and catalog number of the product ordered and an open 30-character field for internal identification e.g., UC storehouse catalog numbers and/or internal customer order numbers; and

Other information, as may be requested by ordering UC Location.

Packaging slips will be attached to the outside of the package such that it can be inspected by UC at the requesting department and/or receiving dock.

Receiving Locations. Supplier agrees to provide desktop and dock delivery to all UC current and future authorized personnel delivery points, as requested by UC.

Standard Delivery Requirements. Supplier will deliver Monday through Friday, excluding UC- and Supplier-observed holidays. Supplier provide UC with a schedule on or before September 1 of the following calendar year showing holidays and other planned shutdowns (such as the annual inventory) that would impact Supplier’s ability to deliver the Goods and/or Services. Supplier agrees to deliver all UC orders received by 3:30pm Pacific Time the next business day as follows:

Campus direct (desktop delivery) - by 3:30 pm Pacific Time

Storehouse (drop ship delivery) - by 10:00 am Pacific Time

Delivery Delays. Supplier will report any delivery delay whatsoever to the ordering Location, as well as its cause, within two (2) hours after Supplier is able to reasonably determine there will be a delay; the report will be provided to UC by telephone, e-mail, or facsimile. Supplier will keep UC fully informed and will take all reasonable action in eliminating the cause of delay.

Rush Delivery Requirements. Supplier agrees to deliver UC emergency orders within four (4) hours after receipt of order at no additional charge to UC. Rush delivery orders for same day delivery must be requested by UC prior to 1:00 pm Pacific Time. Supplier cannot guarantee, but agrees to use good faith efforts to provide same day delivery for rush orders UC places after 1:00 pm Pacific Time.

Returns. Supplier agrees to accept Goods returned by UC if in resalable condition and if made within thirty (30) days of original shipment. Supplier must pick up returns from the ordering department location within two business days. Services under $20.00 do not need to be physically returned to Supplier.

Credit. Requests for credit can be transmitted by the ordering UC personnel via the established order management system (telephone, fax, paper return form, and web-based). Chargebacks and credit memos will be issued to UC ordering departments in the current month’s billing period. Return items will be credited at cost. If Goods were purchased via UC purchasing card, credit must be issued to the same purchasing card.

Out of Stock Items. If there is an out of stock situation of any ordered inventoried item(s), the out of stock item will be added to the back order file and will be delivered to UC when the item is in stock without a further order being submitted.

Surveys. Supplier will, at UC’s request, conduct customer surveys of UC orders through questionnaires. The content of these surveys will be approved by UC. UC will be responsible for the tabulation of these surveys.

1. **Acceptance Criteria and Testing**

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

1. **[Buyer: 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**

**[Buyer: 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)]**

Insurance Requirements **[Buyer: insert terms, if needed or different from basic levels in T&Cs]**

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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