

HP STATEMENT OF WORK

Introduction

Instructions for the BU Stakeholder:

- The BU Stakeholder shall add only detailed Services/Deliverables/Milestones description and Pricing information in the SOW template, such as: services description, deliverables details, milestones details, timelines, services delivery milestones, services acceptance criteria and the applicable Pricing conditions.
- This SOW shall not overwrite, update, modify or otherwise amend the terms and conditions of the existing Agreement nor any of the following provisions: Confidential Information, Intellectual Property, Privacy (Personal Data), Indemnity, Limitation of Liability, Termination, Assignment, Payment terms or Information Protection and Security Schedule (IPSS / Cybersecurity).

This Statement of Work (the "SOW") is subject to CW245567 ("Agreement") and is governed by the respective contractual terms and conditions, as though the provisions of the Agreement were set forth in their entirety within this SOW and so that this SOW and the Agreement shall be considered one, fully integrated document. This Statement of Work is not valid until the corresponding Purchase Order has been approved. In the case of inconsistency or conflict between the Effective Date of this SOW and the date of the Purchase Order, the date of the Purchase Order will prevail. In the case of inconsistency or conflict between the provisions of this SOW and the terms and conditions of the underlying Agreement with respect to the Services, the provisions of the Agreement will control.

This SOW is entered into on (Select date from drop down to right) ("Effective Date"), between ("HP") having a principal place of business at and MBO Partners Inc. ("Supplier") having a principal place of business at 20405 Exchange St. Suite 301 Ashburn, VA 20147. This SOW will have an end date of (Select date from drop down to right) ("End Date").

This SOW should not include any terms and conditions which alter or override any of the following contract provisions in the Agreement: Confidential Information, Intellectual Property, Privacy (Personal Data), Indemnity, Limitation of Liability, Termination, Assignment, Payment terms or Information Protection and Security Schedule (IPSS / Cybersecurity).

1 PROJECT SCOPE

1.1 Purpose

This SOW is issued by HP in support of HP's Project ("Project") and/or for the delivery of the following Services .

1.2 Project Summary

Summary

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Project Deliverable/Milestones Timeline

Project Scope	Deliverables/Milestones	Due Date

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2 PROJECT MANAGEMENT

2.1 Supplier Project Manager

Supplier will assign a qualified and trained Project Manager to represent the Supplier on matters related to Supplier performance under this SOW. The Supplier Project Manager is the interface to the HP Project Manager and is responsible for the day-to-day management, conduct and performance of Supplier employees and any HP authorized subcontractors used by the Supplier to deliver Services and/or Deliverables and/or Milestones under this SOW.

Supplier Project Manager	
Name	
Title	
Phone	
Email	

2.2 HP Project Manager

HP will name and assign a qualified and trained Project Manager to represent HP on matters related to the monitoring the SOW schedule, milestones, analyzing Project status reports, providing acceptance of the SOW Deliverables and/or Milestones.

HP Project Manager	
Name	
Title	
Phone	
Email	

2.3 HP Global Indirect Procurement

The HP Project Manager will engage and be represented by the identified HP Global Indirect Procurement representative on all procurement related matters, including but not limited to the Agreement, Supplier Pricing, and HP Purchase Orders.

HP Global Indirect Procurement Representative	
Name	David Keith
Title	Labor Strategist
Phone	+1 (303) 223-5018

Email	david.keith@hp.com
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2.4 Statement of Work Schedule

Supplier agrees that (i) no Services will be delivered, or work performed prior to the identified Effective Date of the SOW and, (ii) no Services will be delivered or work performed beyond the identified End Date unless this SOW has been modified and replaced with a new version in the SOW module. It shall be the joint responsibility of the respective parties' personnel identified herein to monitor the SOW schedule, and issue notice or take those steps deemed reasonable to avoid schedule non-compliance. The SOW schedule, to include milestone events if applicable, is set forth in **Section 4, "Description of Deliverables and/or Milestones"**.

2.5 Supplier Performance Obligations

Except as otherwise described herein, Supplier will have exclusive control over the means, method and details of fulfilling Supplier's obligations hereunder including sole responsibility for managing the delivery of all Services and/or Deliverables and/or Milestones hereunder.

3 **DESCRIPTION OF SERVICES**

3.1 Supplier Provided Services

Supplier will provide the services (collectively, the "Services") described below in **Section 4, "Description of Deliverables and/or Milestones"**.

3.2 Supplier Key Personnel

All Supplier personnel who are critical to the success of the HP project shall be designated as Key Personnel. Supplier shall not remove such designated Key Personnel without the prior written approval of the HP Project Manager. Notwithstanding the foregoing, Supplier shall be entitled to remove such designated Key Personnel without the prior written approval of HP Project Manager, if such removal is based on illness, death, disability, failure to perform, promotion, personal hardship, family considerations, or resignation or termination from employment of such Key Personnel by Supplier.

3.3 Supplier Services Qualifications

Supplier will provide Services fulfilled by the Personnel provided and managed by the Supplier and possessing the following overall qualification **NOTE Do not include job descriptions** :

Qualifications and Skills

3.4 Acceptance Criteria for Services

Acceptance will occur upon HP's written acceptance of the Services. Services performed by the Supplier will be considered accepted when the following criteria have been met:

Services	Acceptance Criteria

4 **DESCRIPTION OF DELIVERABLES AND/OR MILESTONES**

4.1 List of Deliverables and/or Milestones

Supplier will provide the Services described in Section 3 to develop and deliver the following deliverables and/or milestones (collectively, the "Deliverables and/or Milestones"):

Deliverables and/or Milestones	Measurement Criteria/ Due Date

4.1.1 Training Manuals and /or Reports:

Name & Purpose	Number of copies

4.1.2 Third Party Intellectual Property License Rights incorporated in each Deliverable:

Third Party Intellectual Property License Rights	
Name or Description	Version (if any)

NOTE Delete if not applicable

4.1.3 Status Reports

Supplier will provide [daily/weekly/monthly] written status reports that summarize all the below items:

- (a) The Services (including all tasks and activities) performed and effort (hours) expended by Supplier for that time period.
- (b) A forecast of activities proposed to be completed by Supplier during future weeks, and the estimated effort (number of hours) to complete those activities. These projections for future week's activities and effort will be for informational purposes only and will not be binding.
- (c) Any issues that need to be addressed.

4.2 Acceptance Criteria for Deliverables

Acceptance will occur upon HP's written acceptance of the Deliverables. Deliverables performed by the Supplier will be considered accepted when the following criteria have been met:

Deliverable	Acceptance Criteria

5 PERSONAL DATA

NOTE Define what is the role of Supplier in the processing of Personal Data under this SOW in accordance with the HP Personal Data Processing Standard and mark the box either "Data Controller" OR "Data Processor"

HP Data Processing Standard. In accordance with the HP Data Processing Standard, the Parties agree that for Services covered by this SOW, Supplier will have the following role in regard to the **Processing** (collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction) of **Personal Data** (any data that identifies (directly or indirectly) a person like email or name):

☐ **Data Controller** means the party which alone or jointly with others determines the purposes and means of the processing of Personal Data; owns the personal data and is responsible for collecting the personal data. (Personal data means any data that identifies (directly or indirectly) a person like email or name).

☐ **Data Processor** means any party which processes Personal Data on behalf of a Data Controller or on the instruction of another Data Processor acting on behalf of a Data Controller.

6 FEES

Total Project value: [Amount in Local currency]

NOTE Select an option 6.1 – Time and Materials Price Rate AND/OR 6.2 Fixed Price Model

6.1 Time and Materials Price Rate:

Supplier will provide the Services and Deliverables on a Time and Materials basis by market offering, skill, level and role in the Expertise Table and at the hourly, daily or monthly bill rate(s) set forth below for its personnel identified and/or described below in the Rate Table:

Expertise Table

Market Activity	Offering Description	Role	Skill	Level	Region/ Country

Rate Table

Role	Bill Rate (choose and item)	# of Hours, Days or Months	Start Date	Total Price

6.2 Fixed Price Model:

Supplier will provide the Services and Deliverables and/or Milestones on a Fixed Price basis by market offering, skill, level and role in the Expertise Table.

Market Offering Activity Description	Role	Skill	Level	Region/Country
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Deliverable and/or Milestone Price Terms

Deliverable and/or Milestone	Price	# of items and/or Due Date	Total Price

6.2.1. Payment Schedule

Invoices should be sent after completion and delivery of all Services and/or Deliverables and/or Milestones. Notwithstanding the foregoing, Supplier may invoice HP based on an agreed upon payment schedule which should be expressly stated in the SOW.

NOTE Select an option from below, delete the one that does not apply

Single Payment: _____

Multiple Payments:

Services / Deliverables / Milestone	Expected Completion Date	Payment Amount

6.2.2. Discounts or Credits

Other Price Summary	Amount in Local Currency

6.3 Travel and Expense Reimbursement

As a general rule, the parties expect and agree that all expenses and costs of the Supplier are accounted for, and included within, the fees described within the SOW and/or Purchase Order. In the event that Supplier discovers that it must incur unanticipated expenses in the course of providing Services, HP shall have no obligation to reimburse or otherwise pay Supplier for such expenses unless (1) HP approves the expense in writing before the expense is incurred, and (2) the expense complies with any applicable requirements of the governing Agreement or this SOW, including those stated below. All HP reimbursed travel must be pre-approved by HP in writing and must comply with the following additional requirements. HP reserves the exclusive right to refuse payment of any expense that fails to comply with such requirements.

MBO Partners Inc.

- (a) All air travel will be at coach rate and booked as far in advance as reasonably possible from the departure date and at a minimum, be booked no later than twenty-one (21) calendar days in advance for intercontinental flights and fourteen (14) calendar days in advance for domestic and trans-border/regional flights. Direct, non-stop flights shall only be booked if it results in an overall lower cost to HP and the non-stop flight is pre-approved by the HP Project Manager. In addition, when the Supplier is choosing flights, they are expected to select the lowest possible fare. Any exception to the above must be pre-approved by the HP Project Manager.

- (b) Daily lodging expenses per day shall not exceed [Fixed amount in Local currency] and shall be pre-approved by the HP Project Manager as appropriate. The Supplier shall use HP preferred hotels and may use the HP hotel rate (as pre-approved by HP Project Manager) or Supplier rate whichever is less.

Daily meal reimbursement limit while conducting HP business should not exceed \$ 75 USD or local equivalent per day unless pre-approved by the HP Project Manager and alcoholic beverages are excluded as allowable expense items. Countries with a meal allowance (per diem) program in place will follow their existing statutory limits. Receipts for all items over \$25 USD or local equivalent shall be retained as an auditable item to be provided to HP upon HP's request. Daily meal reimbursement should reflect what is reasonable and customary as may be appropriate for the country or local region.

NOTE Daily lodging and meals expenses should reflect what is economically reasonable for the location where services are to be performed. Preference would be for the Supplier to use the HP Hotel Program to obtain discounted rates wherever possible.

- (c) Ground transportation shall be restricted to known local transportation network companies (TNCs) (e.g. Lyft, Uber), taxi or rental car of intermediate class or lower as appropriate for the local region. Travelers are strongly encouraged to select TNC's as a first option when choosing ground transportation for business travel providing the service is available in the traveler's location and personal comfort and safety have been considered.
- (d) Specific exceptions due to the size of the party will be handled on a case-by-case basis, to be coordinated with the HP Project Manager. Bridge toll charges are an allowable expense. Limousine and/or driver services at the point of destination are excluded as allowable ground transportation expense items unless if it results in an overall lower cost to HP or is pre-approved by the HP Project Manager. Limousine, premium TNC services (i.e. Uber Select, Uber Black, Lyft Lux) and/or driver services at point of destination are excluded as allowable ground transportation expense items unless if it results in an overall lower cost to HP or is pre-approved by the HP Project Manager.
- (e) Supplier shall be solely responsible for travel documents (e.g. Passport, Visa, Travel Insurance), medical and/or security requirements.
- (f) No mark up to the actual expense incurred shall be allowed in any case.

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CUSTOMER FLOW DOWNS

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8 SIGNATURES

The parties agree that this SOW will be considered fully executed when signed by both parties and the corresponding Purchase Order has been approved. A facsimile or scanned copy of an original signature transmitted to the other party is as effective as an original signature.

AGREED TO:

 [HP entity name]  (Authorized Business Representative)	
Signature	
Name	
Title	
Address	
Date	

Supplier Entity (Authorized Representative)	
Signature	
Name	
Title	
Address	
Date	

SOW Attachments

 [List any additional attachments that may be relevant. Any other attachment other than the ones listed above, shall add only detailed Services/Deliverables/Milestones description and Pricing information in the SOW template.] 