**DEPARTMENT GUIDELINES**

A Statement of Work (SOW), typically used for [purchasing services](https://supplychain.berkeley.edu/campus/procurement), clarifies the department’s needs and expectations, avoiding ambiguity and future disputes. This would usually be an attachment to the appropriate BearBuy form, such as the Service Order Request form. If your requirements are complex, please reference the SOW starting on page 2.

*Note: SOWs* ***must avoid*** *binding contractual clauses/language (including, but not limited to: payment terms, intellectual property (IP), insurance, indemnification, termination, marketing rights, limitations on liability, dispute resolution, solicitation of employees, warranties, force majeure, etc.)*

**A “SIMPLE” statement of work would include the following:**

* **Project Scope/Deliverables**: Describe the work being provided, including any work plan. Define required deliverables, if any, and their due dates. Set an unambiguous schedule, milestones, performance standards, reporting requirements, acceptance criteria, and due dates. Identify any project issues you have encountered or anticipate that may impact the work, such as intellectual property issues, insurance, deliverables, or any [Special Considerations](#Special_Considerations) that should be identified.
* **Period of Performance**: List the start and end date for the entire project.
* **UCB Project Manager**: Indicate the name, e-mail and phone number of the designated UCB employee who has authority over the work and who can serve as a technical contact for the Supplier during the project, if needed.
* **Supplier Contact**: Indicate the name, e-mail and phone number of the supplier employee who will service as the technical contact during the course of the agreement with UCB.
* **Physical Location**: Describe or provide an address where the work will be performed.
* **Supplies and Equipment**: If supplies and equipment will be used, list them, including delineating those furnished by UCB and to be furnished by the Supplier or other sources.
* **Payment Rate**: State the dollar amount computed by job, milestone, month, day or hour. Any upfront payments should be avoided. It is also recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.
* **Total Not To Exceed**: State the total dollar amount that the purchase order cannot exceed. Provide an accurate estimate to avoid change orders that may slow down payments to the supplier if the purchase order becomes over invoiced.
* **Payment Schedule**: This should be mutually agreed‐upon. As stated above, any upfront payments should be avoided and it is recommended that payments be tied to completion of milestones and/or delivery of deliverables when possible.

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**Additional Considerations:**

The SOW can also touch on subjects like: applicable standards, performance schedule, acceptance criteria, special requirements, technical specifications, and assumptions for a particular project.

Note: If the department plans to reimburse the Supplier for travel expenses, please notify the Supplier that independent contractors are to follow [UC’s G-28 Travel Policy](https://www.ucop.edu/business-resource-center/policies-and-guidance/guidance/g-28-travel-policy-changes.html) and Suppliers cannot be reimbursed for costs that exceed per diem and hotel expenses listed in the policy without a reasonable exception. Include estimated travel expenses as a part of the “Total Not to Exceed” dollar amount listed above.

A department head or PI can sign an SOW, but should refrain from signing anything that either calls itself a contract or carries the weight of a contract.