**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.

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

*Please answer the following sections to the best of your ability and if needed contact your Buyer for assistance.*

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

[Department: Provide an overview and background of Goods and/or Services needed and to be rendered. Please attach the Suppliers proposal if applicable.]

1. **Term of SOW**

Supply Chain Management’s Chief Procurement Officer must approve terms exceeding 10 years (initial term plus all renewal terms) per BUS43.

Start Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_

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

**Supplier Obligations:**

**Phase 1:** [General Description]

1. Activities: [Specific details using action verbs like “create”, “develop”, “test”, “analyse”, “evaluate”, etc.]
2. Does this involve the use of University, Campus or Department names or trademarks?
3. Will the Goods and/or Services be Work made for hire (IP owned by UC) or Work not made for hire (Bidder owns IP) i.e. written works, editing, software, website design, logo design, artwork, film, or photography.
4. Will the Goods and/or Services involve software, embedded software (equipment or medical devices) and/or license or subscriptions fees?
5. Will the services involve maintenance, warranty, support, or training?
6. Will the services involve website development, Accessibility, process payments on line?
7. Does this require a professional license/Errors &Omission insurance i.e. Professional Liability?
8. Per BFB-BUS 34, Will this involve a consultant where the University doesn’t control either the result of the service or the manner of performance?
9. Per BFB-BUS 34, Will this involve a contractor where the University has the right to control only the result of the service not the manner of performance?
10. Will these services involve maintenance, improvements to UC buildings or land needing prevailing wages?
11. Will the services involve supplemental or temporary staffing, PPACA?
12. Will the services be performed on the UC campus, medical center’s or LBNL and not contain public works or sponsored funds? Fair Wage / Fair Work - Department to provide an estimate of what percentage of the services will be performed on the UC campus?
13. Will there be services ≥ $100,000 where the Supplier employees or subsuppliers are located outside the United States.
14. Deliverables:[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs. List out all products and associated delivery dates.]
15. Completion Date and/or Milestones: [Specific dates or timeframes are best; can be stated as “Week 1”, “Week 2”, etc. Dates should apply to individual Deliverables, tasks, and milestones.]
16. Special supplies or equipment to be used:
17. Is this a restricted commodity?
18. Equipment Manufacturer details, provide a copy of the quote with the SOW.
19. Does the equipment / fabrication items qualify for CA partial tax exemption?
20. Will this involve equipment maintenance service (on site or remote), warranty, support, training, and installation, insurance, upgrades?
21. Equipment title; UC, Federal, State, Loaner, or other.
22. Equipment Lease / License agreement terms
23. Inventorial Equipment or a trade in (equip off our books)
24. Logistics: inbound, outbound, international customs clearance, special receiving needs (forklift, dock, lift gate)
25. Does this involve Export Controls or ITAR
26. Reporting Requirements: Supplier agrees to provide the following key reports and any other reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to such Term at no additional cost to UC. [Identify any key reports that should be produced by Supplier (deliver to info.) or critical reporting events against the timeline or milestones.]
27. Recording Devices: [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:]
28. Acceptance Criteria and Testing:[Provide details of the Acceptance Criteria and testing which each Deliverable or Milestone must meet to be accepted especially if specifics aren’t defined and any additional financial or other considerations resulting from acceptance testing.]
29. UC Obligations/Dependencies: [Verify with support units that they have capacity to take on the services; i.e. IT integration to UC systems. Include as appropriate language such as: UC will provide UC Staff resources, reporting, access to systems, working space, equipment, furniture, utilities, and services, as follows:]
30. Place(s) of Performance: [Use this section if appropriate to outline where work will be performed. Check with A/P regarding withholding tax / out of state services or international Suppliers.]

**Repeat Phase sections if needed.**

**Additional phases not yet finalized:**

[Buyer to identify work OF ALL PHASES. DESCRIBE THE WORK OF EACH PHASE AS SPECIFICALLY AS PRESENTLY POSSIBLE with ABILITY OF UC TO ELECT TO PROCEED WITH EACH PHASE AFTER PHASE ONE. Have the Supplier quote the hourly rate, time and materials, or fixed price THAT WILL BE CHARGED for future phases with AND INCLUDE A fee cap. Create a line on the PO as a placeholder for additional phases with the amount of THE FEE CAP. If A PHASE IS ELECTED, then Buyer should amend Agreement / SOW and revise the original PO attaching the amendment to capture the ELECTED PHASE. If there is not enough information at time of contracting to determine the scope of future phases, advise customer that different entities must be retained for the different phases and discuss whether some entities should be excluded from consideration for the work of earlier phases so that they will be available to be retained for later phases.

If multi-phase implementation of a project is contemplated, but the customer does not need any advice about how to implement from the vendor, specific in the scope of work for each phase that the entity "is not being retained to provide advisory services of any nature and is instructed to refrain from offering unsolicited opinions or advice during the implementation of the Agreement."]

1. **Special Considerations Provisions:** [Prior review and provisions for this agreement and scope of work might be needed by other departments if the research involves any of the following and If the answers to any questions below are yes, follow up with the relevant office cited below]
2. Will the work displace UC staff and/or represented staff - Prevailing wage, UC fair wage, Offshoring of services, temporary/supplemental staffing (PPACA)?
3. Will the work involve the use of UC name, logo, or marks?
4. Will the work generate any revenue?
5. Will UC ship or receive any tangible items, technical data, or information subject to U.S. export restrictions, that might require an export license?
6. Does the scope of work involve Embryonic Stem Cells, Human Subjects, Animal Subjects, or DNA?
7. Who will own IP created under the Agreement (Copyright, Patents, etc.) UC, Recipient, or joint ownership between UC and Recipient?
8. Will an open source license be used?  Which license is being proposed?
9. Will any materials or data be transferred from UC to the funded party? Will materials be created by the funded party and sent back to UC? What are the materials or data?
10. Will there be any Data Security / HIPAA- Non-public information, personally identifiable information, protected health information, research health information, FERPA, access to systems, or GDPR EU requirements”  How will data be shared (access to UC systems, Google, email, shipping)?  Will any of the data be coming to or from the EU?
11. Will confidential information be disclosed by one party to another?
12. **Service Level Agreement:** 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.

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

1. [Any critical SLAs should be stated here.]
2. **Key Personnel [Conflict of Interest declaration will be needed for individuals working on the project, COI guidelines -** [**COI guidelines and form**](http://supplychain.berkeley.edu/campus/how-purchase/procurement-forms)**.]**

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

Name:

Phone:

Email:

Address:

**Supplier’s Project Team** [Repeat as necessary]:

Name:

Phone:

Email:

Address:

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

Subcontractor’s Supplier Information:

Name:

Phone:

Email:

Address:

Services the Subcontractor will perform: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**UC’S Project Manager (Technical Contact):** responsible for acceptance/rejection of project results/deliverables/ release of payment of invoices:

Name:

Phone:

Email:

Address:

1. **Pricing, Compensation and Payment Terms** [Select either one or more from the choices below (a, b or c) per the agreement structure]
2. “Fixed Price Services” and deliverables to be rendered under this SOW, are described in this section as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. “Time and Materials Services” and deliverables to be rendered under this SOW, are described in this section as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 number of days | **Extended cost of fees** |
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1. Payment Schedule:[Complete the following Milestone matrix to establish any phases and/or any deliverable dates. Add additional rows if needed.]

|  |  |  |
| --- | --- | --- |
| Milestone | Expected completion date | **Fees** |
|  |  |  |
|  |  |  |
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1. Estimated reimbursable expenses: $00.00 [All travel must conform to UC Terms and Conditions of Purchase, Article 3. Requires Department approval before incurred, original receipts required, list out any travel, lodging, meals, per diem, etc.]
2. Total Fees: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Reimbursable Expenses $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total costs not to exceed: $**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Statement of Work needs to be approved by both the Department and Supplier.**