

STATEMENT OF WORK

Between

Unilever Industries Pvt Ltd, Prestige Shantiniketan, Whitefield Road Bangalore - 560048

& Ernst & Young LLP, India for Global Activation of Project Livewire

Further to the Engagement Agreement dated **15th June**, in connection with Ernst & Young LLP ("we" or "EY") performing professional services for Unilever Industries Pvt Ltd be read in conjunction with Unilever Purchasing Agreement or Master Service Agreement CW67101 executed on **15th June 2020** Between Unilever Industries Pvt Ltd and Ernst & Young LLP. All the terms and conditions in the above stated Unilever Purchasing Agreement are applicable to this Statement of Work.

1) Statement of Work:

Client: Unilever Industries Private Ltd
Project Name: Livewire Implementation support
Statement Of Work :- May 2020 to Dec 2020
MSA/UPA Agreement#: CW67101
Project Code:
Supplier GST Registration Number : 29AAEFE1763C2ZN
Supplier Service Account Code : 998313

2) Project Background:

Unilever has undertaken Information and analytics improvement project by implementation of custom based tools using Power BI platform under the program named 'Livewire'

3) Overall Project Scope:

Our experienced professionals would assist Unilever in managing the delivery and adoption of Livewire across markets through training and communication support

4) Geographical Scope: Geographical scope includes all the Global landscapes of Unilever. EY resources will work out of Unilever Bangalore locations and will travel to markets as and when required.

5) Functional Scope: EY PAS team will support ES IT Innovation Director and the Global solution Delivery project team in developing and delivering trainings across markets. We will also be involved in the Communication workstream, to enable increased awareness generation of the project.

6) Systems Scope: This is a non-IT consulting project and hence involves no system changes as part of its scope.

We will not identify, address or correct any errors or defects in your computer systems, other devices or components thereof ("Systems"), whether or not due to imprecise or ambiguous entry, storage,



interpretation or processing or reporting of data. We will not be responsible for any defect or problem arising out of or related to data processing in any Systems.

7) Technical Scope: EY team will help Unilever project managers in driving the change management workstreams of training and communication in the project. Details are as follows;

- Create a communication plan and develop and design communication collateral
- Develop a training program and create training content for the Livewire product with technical direction and inputs from the development team
- Provide suitable visual graphics to enhance training and delivery experience

8) Project Approach: Our team of experienced professionals would assist Unilever in developing and delivering training and communication related activities in line with the change management plan adopted by Unilever.

9) Project Timelines: Unless otherwise agreed, and subject to the terms and conditions, this SOW is valid till 31st Dec 2020.

10) Project Team Structure: EY project team will consist of following resources

- Training & Communications Manager: Full time content lead to manage overall content creation and delivery of training and communications in the project. The directives and content authority stands with Unilever
- Graphic Designer: with design expertise who will create communication designs and collateral for newsletter, emailers, brochures and basic 2D videos

11) Overall Project Assumptions:

- Unilever has an overall change program and plan and the communication and training workstreams are going to be aligned to the same
- Unilever is responsible to share updates and details on changes/customization made in the tool to deliver appropriate Training and communications
- Unilever director is responsible for reviews of plans and content
- This is a Time and material based project
- Digital web based learnings (e-learning) is not part of the current scope
- Any static and motion graphics that is complex and needs high level of support from a design studio will not be supported. The current team could coordinate with external vendors for such requests and the costs would be borne by Unilever
- The calculation of fees is based on the man days per team member and the standard agreed rates as per agreement between Unilever and EY
- Fees are defined assuming India based resources only. Additional costs will be incurred for deploying EY resources from other regions/EY local resources for respective countries.
- Travel expenses will be billed as per actual and as per the standard contract between Unilever and EY

Team Scope, Deliverables and Key Activities

12) Team Scope:



This document covers the roles and responsibilities of the following teams, within the scope of the overall team structure.

a) EY Responsibilities

- EY will be responsible for execution of the training strategy and plan in accordance with the overall change program objectives set by Unilever and program schedule
- EY will be responsible for developing training content as per the training curriculum for classroom based training. EY will be also responsible for enabling creation of any short training content that could be created using simple motion graphics, emails, power points and word documents. Static graphics that will enhance the experience of the training will be created by EY. *Note : Any complex motion or static graphics which will require involvement of design studios will not be created by EY*
- EY will be responsible for developing the training roster in conjunction with the project team
- EY will be responsible for handholding the as per the plan. *Note: The core team support in training delivery could happen in case , the elements of training is highly technical or if multiple simultaneous trainings are being carried out*
- EY will be responsible for ensuring training plan execution and collecting necessary feedback
- EY will create training feedback reports and take necessary actions to improve training
- EY will be responsible for executing the communication plan in accordance with the overall change program objectives set by Unilever and program schedule
- EY will be responsible for developing communication content as per the communication plan.. Static and motion graphics that will enhance the experience of the communication will be created by EY. *Note : Any complex motion or static graphics which will require involvement of design studios will not be created by EY*
- EY will be responsible in sending communications which are generic in nature through appropriate Unilever credentials as agreed in the plan. EY though will not be responsible for delivering any oral or written communication on behalf of a sender who has been identified , even if the communication content has been created by EY
- EY will be responsible for monitoring communication plan execution and collecting necessary feedback
- EY will create communication feedback reports and take necessary actions to improve communications

b) Unilever Responsibilities

- Unilever Enterprise solution managers will monitor quality standards of deliverables
- Unilever will provide the overall program plan and change plan
- Unilever will provide the infrastructure for training delivery
- Unilever will be responsible for identifying individuals to be covered in training and provide their contact details
- Unilever to share and all inputs and content necessary for the creation of relevant trainings and communications
- Unilever will give the necessary training to the EY professionals on the Livewire platform
- Unilever will facilitate access to various internal stakeholders as and when need arises
- Unilever will take overall accountability of training and communication workstreams while the EY team will be responsible for ensuring that all deliverables as described above are developed



- Unilever will be responsible for overall program management and from time to time provide necessary feedback to ensure communications and training are aligned to the overall objectives
- Unilever manager will be responsible to escalate or take corrective actions where other 3rd parties are involved.
- Unilever will provide necessary email and network access to EY professionals
- EY is accountable for activities mentioned in part (a) above.

c) Specific additional terms and conditions

Our work will not be performed in accordance with generally accepted auditing, review, or other assurance standards in [the relevant jurisdiction] and accordingly does not express any form of assurance. None of the Services or any Reports will constitute any legal opinion or advice. We will not conduct a review to detect fraud or illegal acts.

Notwithstanding anything to the contrary in the Agreement or this SOW, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with your specifications or otherwise.

We have based any comments or recommendations as to the functional or technical capabilities of any products in use or being considered by you solely on information provided by your vendors, directly or through you. We are not responsible for the completeness or accuracy of any such information or for confirming any of it.

13) Deliverables

Deliverable	Type of Deliverable	Completion date
Training plan and strategy	Power point, Excel and word document based	Based on the overall program and change plan. The training plan will be updated on an on-going basis as and when need arises
Communication Plan	Excel based	Based on the overall program and change plan. The communication plan will be updated on an on-going basis as and when need arises
Communication collaterals in line with the communication plan agreed by Unilever and EY	could be word docs, emails, power points, sessions supported with static and motion graphics	As per the communication plan
Training content creation as bite-sized modules, smart ppts	Power Points presentations, emails	As per the training strategy
Training and Communication feedback reports	Power point based	As defined in the overall training and communication plan



Commercial Impact

14) Commercial details :-

Sr. No	Role	Per Day Rate (INR)	Total number of resources	Months	No of Days	Total Estimated Man-Days (No of Days*No of Resources)	Total Fees (INR)
1	Principal Consultant	18700	1		66		12,34,200
	Total						12,34,200

Note: Above EUR rates are calculated at conversion rate of 1 EUR = 78 INR. Billing will be done basis applicable monthly rate as per agreement between EY and Unilever.

IMP Note*:-

- The above rates are exclusive of Taxes & any applicable statutory charges
- Travel expenses undertaken for the project needs to be approved by IT (stakeholder & Procurement). Cost of visa, accommodation, travel, food and employee allowance to be borne by Unilever
- Local conveyance to a maximum of INR 20,000/- per month per professional will be provided by Unilever
- Cost of the additional software and tools required for developing communication (Such as; Adobe Photoshop CC (2018 or 2019) , Adobe Illustrator CC 2019, Adobe Premiere Pro CC 2019, Adobe After Effects CC 2019) to be reimbursed on actuals
- Cost of any motion or static graphics that need a design studio involvement will be borne by Unilever
- EY professionals will follow the holiday calendar of Unilever for the period of engagement
- Termination of contract will be in lieu of a 1 month notice by either parties

15) Other Overheads:-

	UOM	Rate (Per Month)	Total Amount
Laptop Charges			Nil
Data Card			Nil
Mobile charges			Nil

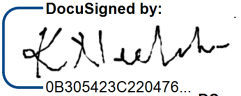


The services will be performed onsite at the premises of UIPL

16) The Commercials:



The overall commercial for the project would be **INR 12,34,200-**. The billing would be done monthly based on timesheets, approved by respective stakeholder.

The rates applied in this Statement of Work is as per the LIA (Local Implementation Agreement). No further discounts shall be applicable, including under the terms of Section 5 (Project Discounts) of Schedule 6 (Commercial Schedule) of the MSA.

Approval By: Unilever Industries Pvt Ltd	Supplier name: EY LLP
Service line has reviewed the scope (except commercials) Sign: 	Approval By: 
Name: Siva Neelakanta 	Name: Alpana Dutta
Title: Senior Manager	Title: Partner
Date: 19 June 2020	Date: