HP Printing and Computing Solutions, SLU

{#data}

Statement of Work

In Support of:

{Titulo\_servicio}

Document Prepared by:

{Manager}

Supplier: BETWEEN TECHNOLOGY, S.L.

Statement of Work ID# PRXXXXXXX

Contract ID: CW381072

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# Introduction

This Statement of Work (the “SOW”) is entered in {Fecha\_preparacion}, between HP Printing and Computing Solutions, SLU (“HP”) and BETWEEN TECHNOLOGY, S.L. (“Supplier”). This SOW is governed by the terms of Agreement # CW381072 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.

# Project Scope

## Purpose

This SOW is issued by HP in support of HP’s for {Area\_soporte}.

## Project Summary

Supplier will provide Services for {Precio\_Total} to HP from {Fecha\_Inicio} to {Fecha\_Fin}.

These services will be provided remotely and in case that these services would be required some on-site activities, will be performed partially in a separated area assigned to suppliers at HP Sant Cugat facility (Building B6, Cami de Can Graells in Sant Cugat del Valles).

# Project Management

## Supplier Project Manager

Supplier will appoint 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 under this SOW.

|  | Supplier Project Manager |
| --- | --- |
| Name | **{AM}** |
| Title | Key Account Manager |
| Phone | {Teléfono} |
| Email | {Mail} |

## HP Project Manager

HP will name and appoint a qualified and trained Project Manager to represent HP on matters related to the Project, its delivery to the Customer, and the requirements of the Customer SOW. The HP Project Manager is the interface to the Customer, and shall represent the Supplier on all such matters to the Customer. The HP Project Manager is responsible for the overall conduct of the Project and for the accuracy and content of this SOW. Changes to the Project impacting this SOW are coordinated with, approved, and managed by the HP Project Manager.

|  | HP Project Manager |
| --- | --- |
| Name | **{Manager}** |
| Title | {Posicion\_manager} |
| Phone | {Telefono\_manager} |
| Email | {Mail\_manager} |

## HP Global Procurement

The HP Project Manager will engage and be represented by the identified HP Global Procurement representative on all procurement related matters, including but not limited to the terms and conditions, Supplier Pricing, and HP Purchase Orders. In addition, all legal notifications regarding this SOW shall be directed to the HP Global Procurement representative identified below.

|  | HP Global Procurement Representative |
| --- | --- |
| Name | Catalin Necula |
| Title | HP Global Indirect Procurement |
| Phone | +91 9844328479 |
| email | catalin.necula@hp.com |

## Statement of Work and Purchase Order

Supplier agrees that (i) no Services will be delivered or work performed prior to the Effective Date of the SOW and an HP Purchase Order being issued and, (ii) no Services will be delivered or work performed beyond the identified expiration date unless, this SOW has via the change process set forth herein been amended accordingly. 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 **3** “Description of Services”.

## Project Meetings

Meetings will be identified in Section 3.2

Supplier’s Project Manager must notify the HP Project Manager in advance of their inability to attend a required meeting.

## Project Reporting

Supplier shall provide various types of reporting to the HP Project Manager and, such reporting may be considered a service level agreement (SLA) measurement of performance which will be set forth in Section 3.2., “List of Deliverables”. Inability of Supplier to provide a required report, and/or comply with a report due date must be immediately communicated by Supplier’s Project Manager to the HP Project Manager.

## Supplier Performance Obligations

Supplier will have exclusive control over its means, method and details of fulfilling the performance of the Agreement including the sole responsibility for managing the delivery of all Services and/or deliverables hereunder.

# Description of Services

## Supplier Provided Services

Supplier will provide the following design services (collectively, the "Services"):

{Titulo\_servicio}

**3.2. List of Deliverables**  
  
{Descripcion\_servicio}

### 3.2.1.Status Reports

Supplier will provide weekly written status reports that summarize:

The Services (including all tasks and activities) performed and effort (hours) expended by Supplier for that time period.

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.

Any issues that need to be addressed.

Supplier will submit its status reports to the HP Project Manager each week by Monday of the following week.

### 3.2.2. HP Property

1. All materials furnished to Supplier by HP or paid for by HP in pursuant to this Agreement (“HP Property shall be kept free of liens and encumbrances; and be kept separate from other materials, tools or property of Supplier or held by Supplier. Neither Supplier nor its Personnel will remove any HP property from HP Sites without HP’s prior written permission.
2. Supplier shall maintain and protect HP Property until it is returned to HP. Upon HP’s request or upon the termination or expiration of this Agreement, Supplier shall deliver all HP Property to HP in good condition, normal wear and tear excepted, without cost to HP. Supplier waives any legal or equitable right it may have to withhold HP Property.
3. HP may file informational or protective financing statements to confirm HP’s title to HP Property. HP may file such statements at any time without Supplier’s consent or signature; HP may record a copy of this Agreement.

**3.3.** **Acceptance Criteria for Services and Deliverables**

Acceptance will occur upon HP’s written acceptance of the Services/Deliverables.

Services/Deliverables performed by the Suppler will be considered accepted when the following criteria have been met: the HP Project Manager will ensure that the Service/Deliverable conforms to the initial specification or deliverable pattern established in advance and will acknowledge it actively

# Fees

## Time and Materials Price Rate

Supplier will provide the Services and Deliverables on a time and materials basis at the hourly rate(s) set forth below for its personnel identified and/or described below in the rate table by market offering, skill, level and role:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Concept** | **Hours** | **Cost Without /d** | **Cost w/d** | **Total** |
|  | {#Servicios} {servicio} | {horas} | {precioSinDescuento} | {precio}€ | {precioServi}{/Servicios} |

{#Savings}

|  |  |
| --- | --- |
| Total Services Without Discounts | {PrecioTotal\_SinDescuento} |
| Savings | {Descuento\_Total} |

{/}

|  |  |
| --- | --- |
| **Total Services** | **{Precio\_Total}** |

## Payment Schedule

Supplier will issue invoices in accordance with the following payment schedule: Monthly invoices will be issued by the supplier with the detailed report of the services provided.

## 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 Agreement, 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.

1. All air travel will be at coach rate and booked as far ahead of the departure date as possible to ensure the lowest possible fare. In addition, when the Supplier is choosing flights, they are expected to select the lowest possible fare, unless preapproved by the HP Project Manager.
2. Daily lodging and meals expenses per day may not to exceed 130€. Alcoholic beverages are excluded as allowable expense items. Receipts for all items over $25 or local equivalent shall be retained as an auditable item to be provided to HP upon HP’s request.
3. Ground transportation shall be restricted to rental cars of intermediate class or lower. Specific exceptions due to size of 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 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.
4. No mark up to the actual expense incurred shall be allowed in any case.

# SOW Change Control

## Change Process.

Either party may require changes in the Services at any time prior to completion. All changes will be documented in the SOW Amendment Form and duly executed by HP and Supplier before the change is executed. If any such change results in Supplier’s request for additional compensation, such claim must be in writing and must be submitted to HP within ten (10) days after request for the change that gives rise to the claim. Supplier will not submit to HP any costs incurred during the performance of this Agreement as a request for a SOW Amendment form unless HP has specifically ordered changes to the Services in writing.

## 

# Signatures

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

TOTAL SOW COST: \_\_{Precio\_Total}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGREED TO:

|  | **HP Printing and Computing Solutions, SLU**  **(Authorized Business Representative)** |
| --- | --- |
| Signature |  |
| Name | {Manager} |
| Title | {Posicion\_manager} |
| Date | {Fecha\_preparacion} |

|  | **BETWEEN TECHNOLOGIES, S.L.**  **Authorized Business Representative)** |
| --- | --- |
| Signature |  |
| Name | {AM} |
| Title | Key Account Manager |
| Address | Calle de Ávila 112 ; 08018 Barcelona / Spain |
| Date | {Fecha\_preparacion} |

* + **ATTACHMENT 1 - Change Request Form**

|  |  |
| --- | --- |
| Project/Opportunity: |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Change Request Number: |  | Date of Request: | Pick a date |

|  |
| --- |
| Description of Change: |
|  |
|  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Expanded Description/Details attached to request form | Yes |  | No |  |

|  |  |
| --- | --- |
| Reasons for Proposed Change: (X) | |
|  | Problem/Error/Non-conformance (corrective change) |
|  | Improvement/Enhancement (perfect change) |
|  | Change in Environment (adaptive change) |
|  | Other |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Documents/Deliverables Requiring Update : (X) | | | | | |
|  | Statement of work |  | Subcontract Agreement |  | HP Purchase Order |
|  | Project Plan |  | Quality Plan |  | PM Schedule |
|  | Other |  |  |  |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Estimate of Impact | | | | | | |
| Degree of Impact: (X) |  | Minimal |  | Moderate |  | Major |

|  |  |
| --- | --- |
| Cost Impact of Requested Change | |
| Time/Schedule: (Yes/No) (Detail Below) | Dollars: (Yes/No) (Details Below) |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Immediate Resolution: (X) |  | **Yes** |  | **No – Start Formal Change Controls Process** |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Full Evaluation Required: (X) |  | | | Yes – (Enter Estimates Below) |
| Cost Estimates / Evaluation | Hours: |  | Dollars |  |

|  |  |  |
| --- | --- | --- |
| Name / Recommended  Evaluator: |  | **Title** |

|  |  |
| --- | --- |
| Approvals for Full Evaluation: |  |
| [HP Inc. entity name]: | SUPPLIER: |
|  |  |
| Authorized Global Indirect Procurement Representative | Authorized Representative |
|  |  |
| Title | Title |

|  |  |
| --- | --- |
| Evaluation Results | Date of Review: |
|  |  |
| **Total Approved Cost:** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Decision: (X) | | | | | |
|  | Approved |  | Rejected |  | Deferred Until: |

|  |  |
| --- | --- |
| APPROVED AND AGREED TO: |  |
| [HP Inc. entity name] | SUPPLIER: |
|  |  |
| Authorized Global Indirect Procurement Representative | Authorized Representative |
|  |  |
| Date | Date |
|  |  |
| Printed name | Printed name |
|  |  |
| Title | Title |

**{/data}**