

Statement of Work

This Statement of Work ("SOW") is part of the Services Agreement (the "Agreement") effective July 26, 2021, entered into between Compañía de Puerto Rico ("Compañía") and ABC Consulting, LLC ("Provider"). Unless otherwise provided, the capitalized terms used in this SOW and not otherwise defined shall have the meanings given to them in the Agreement.

SERVICES:

PROVIDER will support with ongoing project management and assistance to achieve their responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of the project team and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Main tasks:

- Review the SOW and the contractual responsibilities of implementation provider.
- Review and evaluate documentation and procedural standards for deliverable Materials.
- Review and evaluate Project Plan which lists the activities, tasks, assignments, milestones and estimates for performance of the Implementation project.
- Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the Project Plan.
- Evaluate and review the charges of the implementation provider.
- Address and resolve deviations from the implementation Project Plan.
- Conduct regularly scheduled project status meetings.
- Prepare and submit weekly Status Reports to COMPAÑÍA.

In addition, the Ongoing Project Management will focus on the following risk assessment areas:

- Project structure, teams, and staffing
- Project work-streams and dependencies
- Project schedule planning
- Governance structure and communications plan
- Project issue management process
- Project change control processes
- Project deployment strategy
- Project quality reviews and controls
- Quality assurance processes

ABC Responsibilities

PROVIDER will support project management for the responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of PROVIDER project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity.

This activity is composed of the following tasks:

- Project Tracking, Technical Assistant, and Reporting
 - Review project tasks, schedules, and resources and make changes or additions, as appropriate.
 - Review the PROVIDER standard invoice format and billing procedure to be used on the project, with COMPAÑÍA.
 - Work with COMPAÑÍA focal point to address and resolve deviations from the project plan.
 - Conduct regularly scheduled project status meetings.
 - Prepare and submit weekly Status Reports to COMPAÑÍA.
 - Administer the Project Change Control Procedure with COMPAÑÍA.
 - Coordinate and manage the technical activities of PROVIDER project personnel if it applies.
- Risk Management Plan
 1. Risk Identification: identifying potential risks. For each risk identified, the risk description is documented. It is a concise description of the risk written in a driver – consequence format (this 'driver' may/might result in this 'consequence'). The driver is the key circumstance or situation that is causing a concern. The consequence is the negative outcome of the condition.
The trigger is the event that happens on the expected risk date causing the risk to be realized and become an issue. A contingency plan will be developed for Critical Risk Exposures to be executed in the event the risk triggers.
 2. Risk Assessment: reviewing and ranking risks according to probability of occurrence and degree of impact, determining critical dates, potential implications, and identifying the risk manager developing possible mitigation strategies and/or contingency plans for critical risks.

3. Risk Planning: developing appropriate plans to monitor, mitigate, and/or create contingency plans for each identified risk.
 4. Risk Control: applying the containment and monitoring techniques planned for the project, and reacting, reassessing, and reanalyzing as appropriate.
 5. Risk Reporting: the status of existing risks and the assessment of new risks will be performed on an ongoing basis and reported to the Project Executive, the Project Leadership Team, Project Sponsors and Steering Committee as appropriate.
 6. Risk Escalation: an identified risk will be escalated if 1) its risk exposure increases, or 2) the risk mitigation approach is not being executed or is not otherwise effectively mitigating the risk's impact.
- Deliverable Materials:
 1. Monthly Progress Report
 2. Steering Committee Presentations
 3. Reporting Risk
 4. Project Charter
 5. And any other report used in the COMPAÑÍA PMO methodology

Compañía Responsibilities:

- Ensure that its staff is available to provide such assistance as ABC reasonably requires and that ABC is given reasonable access to COMPAÑÍA management, as well as any members of its staff to enable ABC to provide the Services.
- Provide all information and materials reasonably required to enable ABC to provide the Services.
- Ensure it has appropriate agreements in place with third parties to enable ABC to perform the Services.
- Identify, document, and resolve issues; escalate project issues which cannot be resolved by project / integration management.
- Challenge points of view and actively participate in exploring improvement opportunities.
- Ensure proper coordination with all cross functional and technical teams.
- Manage detailed process teamwork-plans.
- Identify resource needs.
- Supervise team knowledge transfer activities and team member career development plans.

Completion Criteria:

ABC will have fulfilled its obligations under this Statement of Work when one of the following first occurs:

- ABC accomplishes the ABC activities described in the Services section of this SOW.
- ABC provides the number of months of Services specified in the Schedule Term or in any subsequent Change Request Order authorization.

Key Assumptions:

This SOW estimates to perform these activities base on the following key assumptions.

- Work under this Proposal will be performed at the Compañía facility in San Juan, Puerto Rico, ABC office, or remotely.
- ABC will provide the Services under this Proposal during normal business hours, 8 hours per day, Monday through Friday, except holidays. If necessary, COMPAÑÍA will provide after-hours access to Compañía facilities to ABC personnel.
- Our assistance will be developed and adhere to Compañía methodologies.
- Compañía will be responsible for providing all IT infrastructure required for ABC to perform this assignment.

FEES, BILLING/INVOICES:

The Services will be conducted on a time and material basis. The total cost for performing the Services defined in the SOW will be \$95 by hour and are exclusive of any travel and living expenses, other reasonable expenses incurred in connection with the Services, and any applicable taxes. Refer to the table below for additional detail:

<i>Type of Consultant</i>	<i>Role</i>	<i>Rate by Hour US\$</i>
Senior Project Manager	Provide knowledge, experiences, guidelines, and advice.	\$25

This SOW considers up to 2,880 hours. ABC will invoice actual hours used to Compañía monthly for up to 18 months, applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services.

Payment is due upon receipt. Compañía agrees to pay by electronic funds transfer or other means acceptable to ABC to an account specified by ABC. We estimated our expenses at 0%.

SCHEDULE TERM

The Term of this SOW shall commence on August 1, 2024, and shall expire when the tasks and/or period described herein have been completed unless earlier terminated pursuant to the terms of the Agreement.

In witness whereof, the parties have executed this SOW by their duly authorized representatives as of the Effective Date.

ABC Consulting, LLC	Compañía de Puerto Rico
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Appendix A: Change Request Order

The following process will be followed if a change to this Statement of Work is required.

- A Change Request Order (CRO) will be the vehicle for communicating changes. The CRO must describe the change, the rationale for the change and the effect the change will have on the project.
- Project Managers will review the proposed change and recommend it for further investigation or reject it. ABC will specify any charges for such investigation. A CRO must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. The investigation will determine the effect that the implementation of the OCR will have on price, schedule and other terms and conditions of the Agreement.

A written Change Authorization and/or CRO must be signed by authorized representatives from both parties to authorize implementation of the investigated changes.

Appendix B: Insurance Requirements for Compañía Service Providers

A. Coverage - Provider will obtain and maintain at all times during the term of the Agreement, insurance payable in such amounts and against such risks as follows (check as applicable):

☐ **Statutory Workers' Compensation Insurance** or a workers' compensation and employers' liability insurance, as applicable under the statutes of the jurisdiction where the services are rendered, covering all its employees and including occupational disease coverage;

☐ **Commercial General Liability Insurance** covering against claims for premises operations, bodily injury, property damage, personal injury, advertising injury, contractual liability and products/completed operations. With limits in an amount of not less than _____dollars (_____) per occurrence. Annual aggregate limit shall not be less than _____dollars (____);

- The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (or current form approved for use in the applicable territory) or equivalent, is to be used in the policy. Claims-made form is **unacceptable**.
- Policy shall be endorsed to include a per project/location aggregate limit endorsement; forms CG2503 (05-09) and CG2504 (05-09) or equivalents.
- For all general contractors, explosion, collapse and underground perils should be covered.

☐ **Automobile Liability Insurance** with limits not less than _____dollars (_____) each occurrence combined single limit of liability. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes: (1) Any Auto (Symbol #1), **or** (2) Owned auto (Symbol #2), Hired auto (Symbol #8) and Non-owned auto (Symbol #9). The ISO form number CA 00 01 (current form approved for use in the applicable territory), or equivalent, is to be used in the policy.

☐ **Umbrella Insurance** with limits not less than _____dollars (\$_____) covering excess of loss over primary liability insurance policies, including Comprehensive General Liability, Comprehensive Automobile Liability and Employers Liability insurance policies, where applicable under state laws;

☐ **Crime Protection Coverage:** Third Party Employee Dishonesty or Fidelity Bond coverages for loss or damage to money, securities and other property owned or leased by Compañía from dishonest acts of an employee of the Provider. Coverage limits shall not be less than _____dollars \$ _____ each occurrence.

☒ **Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Provider and/or its subcontractors, agents, officers or employees in an amount not less than one million dollars (\$1,000,000) per claim. Annual aggregate limit shall not be less than one million dollars (\$1,000,000).

- If coverage is on a claims-made basis, then either an extended reporting period of not less than 36 months shall be included in the Professional Liability insurance coverage, or the service provider shall provide Tail Coverage as stated in Section B-2-ii-e below.
- Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of 36 months beginning at the time work under this Contract is completed.

☐ **Employment Practices Liability Insurance** With limits in an amount of not less than _____dollars (\$_____) per claim and _____dollars (\$_____) general aggregate providing protection against inappropriate workplace conducts, including, but not limited to: wrongful termination, discrimination, harassment, retaliation, defamation, invasion of privacy, failure to promote, deprivation of a career opportunity, and negligent evaluation.

☐ **Cyber Liability:** Provider shall afford Cyber Liability (network security and privacy liability) insurance for the duration of the contract and for the period of time in which Provider (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to Compañía or clients data, whichever is longer, with a combined single limit of no less than _____ dollars \$ 2,000,000 _____ per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Compañía or clients data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of Compañía's data.

☐ **Other Coverage:**

☒ **Rolling Owner-Controlled Insurance Program (ROCIP)** (check as applicable):

- ☒ General Liability
- ☐ Excess Liability
- ☐ Contractors Pollution Liability
- ☐ Builders Risk

B. Additional Insurance Provisions

1. Coverage Certification:

Provider will direct its insurers to furnish Compañía Certificate(s) of Insurance (COI) evidencing that all insurance required under the Agreement is in force. COIs will be provided to Compañía as follows: (i) upon execution of this Agreement; (ii) annually, within forty-five (45) days following the insurance policy renewal (iii) whenever the insurer or the insurance coverage changes or (iv) upon Compañía's request. The following information should be contained on each COI obtained as proof of insurance.

- Any disclaimers or noted exclusions of coverage
- Name and address of authorized agent
- Name and address of the service provider that is under contract with Compañía
- Name of insurer writing each policy
- Description of coverage in standard terminology
- Policy periods (operation, activity or contract must be within the policy period)
- Limits of Liability
- Description and location of property or operations – must be specific as to the date, duration, place and nature of the activities for which this service provider was contracted.
- Name and address of certificate holder:
 - Name of Compañía's Subsidiary and Compañía, Inc.
 - C/O Department / Officer Name
 - Mail Code of the contracting Compañía officer that will be receiving and evaluating if the COI is adequate and complies with the contractual requirements Subsidiary Address
- Notice of cancellation minimum 60 days
- Authorized signature
- Date of issuance - The date of the certificate must be within 15 days of the contract signature or within 15 days after the petition was made.
- Except for Workers' Compensation, Professional Liability and Cyber Liability, the COI must acknowledge that Compañía, Inc. / [Compañía Subsidiary Name] are included as additional insured with respect to the work performed by the Provider on their behalf, within the body of the certificate.

2. Deductibles / Retentions:

Any deductibles or retentions must be declared. Deductible(s)/retention(s) greater than \$100,000.00 per claim on any required coverage are not in compliance and must be approved by Compañía. Providers not in compliance with this requirement must attest in writing and provide evidence satisfactory to Compañía

guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Compañía reserve the right to modify this requirement based on the submitted evidence, any change must be approved in writing.

3. Additional key considerations:

- a) Policies shall be primary as respects to Compañía, its officers, agents, employees and volunteers.
- b) The coverage shall contain no special limitations on the scope of protection afforded to Compañía, its officers, officials, employees or volunteers.
- c) Any insurance or self-insurance maintained by Compañía shall be excess and non-contributory of the service provider's insurance.
- d) Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
- e) Providers participating in Compañía's Rolling Owner-Controlled Insurance Program (ROCIP): (1) acknowledge receipt of a copy of the Rolling Owner Controlled Insurance Program (ROCIP) Manual (hereinafter, the "Manual"); (2) represent that they have carefully read and are familiar with the Manual; and (3) agree to the terms and conditions set forth within the Manual.