# Microsoft Services Subcontractor Work Order

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| --- | --- |
| *(Microsoft Affiliate to complete)*  Subcontractor Work Order number |  |

During deal creation, download the latest Services Subcontractor Work Order for your specific country and use this sample to update the content (example sections 1.2 and 1.3 subheading Payment). Place it in the C1 deal record when the Partner Migration Coordinator role exists. The name of the Subcontractor does not have to be finalized in the subcontractor work order at deal creation; instead this will be used by the Resource Manager to staff the appropriate partner resource once the Cloud Transition Services / Data Estate Modernization project manager requests resourcing to onboard an Azure Migration Service Velocity Migration Team in delivery.

This Work Order is made pursuant to the Microsoft Services Subcontractor Agreement (the “Agreement”) [insert reference], effective as of [insert date] by and between the undersigned Contractor (“Contractor”, “you”, “your”) and the Microsoft affiliate (“Microsoft”, “we”, “us”, “our”). The terms of the Agreement are incorporated by this reference and any terms undefined in this Work Order have the definitions in the Agreement.

|  |  |
| --- | --- |
| **Contractor** | **Microsoft affiliate** |
| Name of Contractor (please print) | Name |
| Signature | Signature |
| Name of person signing (please print) | Name of person signing (please print) |
| Title of person signing (please print) | Title of person signing (please print) |
| Signature date | Signature date |

## Services and Fees

### Term

This Work Order will commence on [insert date] or the date the Contractor begins providing the services, whichever is earlier. This Work Order will expire on [insert date] or later, if mutually agreed by the parties in writing.

### Description of the Work

Contractor will augment the Microsoft Services team and execute the following tasks at the direction of the Microsoft Project Manager for the following Microsoft Customer, [insert name of Customer]

Contractor will perform the Work described below:

|  |  |
| --- | --- |
| **Work:** Insert project title | |
| Project Role Title | Migration Coordindator |
| Role expectations | * Develops and maintains velocity migration plan for assessment, planning, and migration activities. * Maintains migration calendar and builds migration wave plan. * Verifies ownership of servers and apps that reside on those servers, follows up for data quality issues. * Organizes and facilitates assessment and planning meetings. * Updates the migration catalog with notes from assessment and planning meetings. * Ensures that meeting follow ups are tracked and escalated on a timely basis. * Works with Customer Application Owners and Microsoft Migration Consultants to assign the appropriate migration strategy to applications and servers. * Verifies data quality and Power BI reports. Escalates reporting issues to Microsoft for resolution. * Reviews, distributes, tracks, and collects deliverable acceptance on Migration Plans and Deployment Plan deliverables, as appropriate. |
| Personal Attributes | Strong analytical skills, polished in front of customers, familiar with server migrations and data center operations, clean grammar, and good listener |
| Key tools | Excel, Word, and Outlook |
| Prior experience | Participated in data center migrations or IT Operations, Power BI, Excel power user, basic SQL queries |

### Payment

Microsoft agrees to pay Contractor for the Work completed, delivered and accepted by Microsoft and Customer under this Work Order.

**Expenses**

Select the correct option for expenses.

Option 1- no Contractor expenses

Contractor will be solely responsible for all expenses incurred while performing the Work, unless Microsoft otherwise consents, in writing and in advance of expense being incurred.

Option 2- Contractor expenses, detail the not to exceed amount on the expenses line in payment table

Microsoft will reimburse Supplier up to the expenses detailed below. Supplier must submit appropriate documentation evidencing the expenses to be reimbursed before payment will be made.

**Payment**

Contractor shall invoice Microsoft monthly for Work performed.

Define the number of resources and hours per resource estimated.

|  |  |  |  |
| --- | --- | --- | --- |
| **Services (specify role)** | **Hourly/Daily Rate** | **Quantity** | **Total** |
| Migration Coordinator 1 |  |  |  |
| Migration Coordinator 2 |  |  |  |
| Migration Coordinator 3 |  |  |  |
| Migration Coordinator 4 |  |  |  |
| Sub-total | | |  |
| Expenses | | |  |
| **Total:** Not to exceed (excluding taxes) | | |  |

## Additional terms

1. **No Contractor retained work.** The Parties agree that the Work is not comprised of any Contractor Retained Work.
2. **Contractor employees.** Employees and Subcontractors of Contractor will be assigned to perform the Work under this Work Order, and will not be removed by Contractor, except for i) such employees’ or Subcontractor’s termination, resignation or other causes beyond Contractor’s reasonable control; or ii) upon Microsoft’s request that such employees or Subcontractors be removed. In such circumstances, Contractor must supply a suitable replacement for such employees or Subcontractors, reasonably acceptable by Microsoft, as soon as possible at no additional expense to Microsoft. Subcontractors of Contractor must be approved by Microsoft, in writing, prior to performing Work under this Work Order.
3. For Online Services related projects, Contractor agrees to support the association of Customer’s Online Services with Microsoft Consulting Services through configuration of the Customer’s subscription or Azure resources and provide required information, upon Microsoft’s request, about impacted subscriptions, workloads and apps.

Delete this section if Subcontractor has MSSA version 3.0 or later.

1. **Acceptable Use**

Microsoft requires its Customers to comply with certain terms and conditions related to acceptable use of its technologies, and therefore, Microsoft will not design products and services in ways that Customer can use contrary to such acceptable use. Contractor acknowledges and agrees that it will not provide the Work to Microsoft:

(i) in a way prohibited by law, regulation, governmental order or decree;

(ii) in a form that could be used to violate the rights of others;

(iii) in a form that could be used to try to gain unauthorized access to or disrupt any service, device, data, account or network;

(iv) in a form that could be used to spam or distribute malware;

(v) in a way that could harm Microsoft’s or Customer’s IT systems or impair anyone else’s use of them;

(vi) in any application or situation where use of the Work could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage; or

(vii) in a form that could assist or encourage anyone to do any of the above.

Delete this section if no customer or Contractor terms. Any change to this section requires SBD Contracts review. Consider the following, if you want to name any specific Contractor staff that must be retained, any additional customer terms, retained rights, customer confidentiality requirements, customer screening requirements etc.

1. **Additional Customer terms.** Contractor agrees to the following terms:

## Invoicing terms

1. **Frequency of invoice.** Invoice must be submitted in accordance with the payment schedule and all invoices must be submitted within 30 calendar days of the close of the engagement.
2. **Invoice details.** The invoice submission must include; details of invoiced hours, hourly rate and expenses (broken down by resource, by day), the Microsoft purchase order number and the name of the Contractor.
3. **Microsoft payment.** Microsoft will pay Contractor all undisputed amounts, within thirty calendar (30) days of Microsoft’s receipt of a complete and accurate invoice that includes a description of services, or other supporting evidence that Contractor delivered the Work during the invoice period for all Work accepted by Microsoft. If Contractor’s Employee or Subcontractor have recorded less time than 1/2 of the expected business days in a calendar month, the monthly payment will be capped to the actual working days.
4. **Time and expense reporting**. For time and materials engagements, unless authorized by Microsoft, each person provided by Contractor under this Work Order must submit time daily, no later than 23:59 local time. Where Microsoft has pre-approved expenses, these must be submitted within 10 business days of expense being incurred. Time and expenses must be submitted into Microsoft’s timekeeping system of record, or if authorized by Microsoft, via email to the designated Microsoft contact. To access Microsoft’s timekeeping system of record, Contractor shall be responsible for obtaining for each person an account from Microsoft.
5. **Accuracy of invoice**. If submitted invoice does not match the time and expense entries provided to Microsoft, they will be rejected for payment.