This Statement of Work incorporates the terms of the Master Services Agreement between the parties dated \_\_\_\_\_\_\_\_\_\_\_as if specifically set forth herein.

\*\*\* The formal JCI PM2 (Project Management Methodology) must be followed for this SOW \*\*\*

Note: If you are not aware of the date of the MSA, contact your GITP representative

|  |  |
| --- | --- |
| **Project Name/Project #:** |  |
| **Business Process Owner/Sponsor:** |  |
| **JCI Author:** |  |
| **Attachments:** |  |

|  |  |
| --- | --- |
| **Supplier Name & Address** |  |
| **Supplier Main Contact**  **Name, Mobile, email** |  |

|  |  |  |
| --- | --- | --- |
| Signatures | For JCI Name / Date | For Supplier Name / Date |
| Sign Here |  |  |

Hi Level Overview of the Project

|  |
| --- |
| This project is to,… |

Statement of Work Process Guidelines

A Statement of Work (SOW) is an engagement agreement between Johnson Controls and an IT Supplier for professional services: All IT Suppliers contemplated for a SOW must have a current Master Services Agreement in place prior to awarding a SOW. The SOW must incorporate the terms of the MSA. The Master Services Agreement lays out the legal and commercial framework agreement between JCI and the Supplier. The SOW works in concert with the MSA, however the terms of the SOW can override terms in the MSA if it is the specific intent of JCI and the Supplier. Therefore, if any part of this SOW has the effect to alter any of the following legal/commercial matters, the JCI Project Manager must ensure that the SOW is reviewed by the JCI Global IT Procurement Group and the JCI Legal Group.

- Intellectual Property - License Terms - Warranty - Indemnity

- Limitation of Liability - Disclaimer - Waiver - Termination for Convenience

- Confidentially - Payment Terms - Any additional legal Terms & Conditions

In general, the SOW documents the Specific Deliverables the Supplier is to provide, defines the Acceptance Criteria for these deliverables, establishes the Timeline and Sequence of the Deliverables, establishes the Fees and Payment Schedule which are coupled to the Acceptance of the Deliverables, states any Assumptions, and describes the Change Order Process and other project specific items.

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| **DELIVERABLES:** |
| Deliverables are the specific work products that will be provided to Johnson Controls by the combination of efforts from the Supplier and JCI. Each Deliverable should be constructed so that it can be clearly evaluated, using objective measures upon submission to JCI. Do not use vague or generic terms such as provide 80 hours of work, or provide consulting services. List as many Deliverables as required to define the expected outcome of this SOW. When the supplier considers the Deliverable to be completed, the Deliverable should be formalized in a document for JCI’s review and determination of Acceptance. |
|  |
| Deliverable 1, …n |
| **ACCEPTANCE CRITERIA:** |
| For each Deliverable, state an objective measurement that can determine if JCI should accept the Deliverable. Acceptance Criteria should be precise and adequately assess if the work is completed to JCI’s satisfaction per the Deliverable specification. Accepting a Deliverable should be formalized with signatures or an email confirmation. The Acceptance Process is directly linked to the Fee and Payment process. If a Deliverable is not Accepted by JCI, JCI should immediately notify the Supplier in writing listing reasons for rejection. The Supplier is expected to promptly fix any deficiencies and resubmit for JCI’s review. |
|  |
| Acceptance Criteria 1, …n |
|  |
| **TIMELINE AND WORK SEQUENCE:** |
| *To the extent required for the project, list the Start and End Date and sequence of activities. Pay attention to dependencies and interrelationships of the deliverables. When an early Deliverable has an integral role in a subsequent Deliverable, consider providing provisional Acceptance of the early Deliverable conditional upon the entire set of deliverables working as a system.* |
| Insert a timeline or work sequence statement, or attach a Work Breakdown Structure file as a referenced attachment to this SOW. |

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| **FEES AND PAYMENT SCHEDULE** |
| The Fees should be very specific and linked to Acceptance of the Deliverables. If appropriate, a holdback can be included pending final Acceptance of the complete set of Deliverables. Clarify if any T & E is included in the Fees. It is expected that all Fees are stated and final. If project scope changes, a formal CR is needed to adjust Fees, up or down. Payment terms are specified in the MSA and must not be modified. |
| Fees, Currency, Dates Linked to Acceptance of Deliverables: |
| **ASSUMPTIONS** |
| Assumptions can clarify performance expectations for the Supplier and/or JCI. For example, where there are joint efforts required for a certain Deliverable, it can be stated here. Ensure that any Assumptions are clearly written and do not introduce new terms or agreements that JCI and the Supplier have not fully discussed and reached mutual agreement. |
| Assumption 1,…n |
| **CHANGE REQUEST PROCESS (CR)** |
| It is anticipated that minor project changes can be accommodated within the normal project management process. However if a material change to the project is considered the Change Request process must be followed. A material change is one where fees, timing or deliverables are impacted. Either JCI or the Supplier may request a change to this SOW, however any such CR must be in writing, should specify the proposed change and the parties must mutually agree upon any Fee changes (decrease or increase), time line impact, or Deliverable change. The agreed “Change Order” CO must be signed by both the Supplier and JCI personnel who are authorized to make such commitments. The CO will be considered a modification of the SOW and will follow the same Delivery, Acceptance and Payment process. |

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| **OTHER (optional section)** |
| If the Project contains unique circumstances that are not adequately considered in other sections of this SOW, use the space below to document such issues. For example, requiring specific people during the SOW, having any special IT security requirements, frequency of formal reviews, level of detail in project updates, or a dispute resolution process. Note; this section is optional as it is expected that most small to mid-size projects should be able to conform to the specified sections above. |
| Any other required specifications or matters: |