PRJ 00000 PM2 Proposal Statement of Work (SOW)

**Statement of Work for IT Suppliers**

**(Small to Mid-size Requests for Services)**

**The Statement of Work (SOW) establishes the engagement agreement between Johnson Controls, Inc. (JCI) and an IT Supplier for professional services. This SOW incorporates the terms and conditions of the Master Services Agreement (MSA) between the parties, dated <Date of MSA> as if specifically set forth herein.**

*[If you are not aware of the date and status of the MSA for this vendor, please contact your Global Information Technology Procurement (GITP) representative.]*

*[The Clarity Project # and Project Name may be left blank, if this template is used for a non-project specific request for IT service.]*

**General Information**

|  |  |
| --- | --- |
| Clarity Project #: | <Clarity Project #> |
| Project Name: | <**Project Name**> |
| Project Sponsor: | <Project Sponsor Name> |
| Project/Functional Manager: | <Project Manager/Functional Manager Name> |
| Author: | <Document Author Name> |

**Supplier Information**

|  |  |
| --- | --- |
| Supplier Name & Address: |  |
| Supplier Main Contact Name/Phone/Email Address#: |  |

**Document Approvals**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Johnson Controls Representative | Johnson Controls Global IT Procurement | Supplier Representative |
| Signature/  Date |  |  |  |
| Name |  |  |  |
| Title/Designation |  |  |  |

*This template includes instructions to the author, boilerplate text, and fields that should be replaced with the values specific to the particular project. The instructions should be deleted before distributing the document.*

* *Blue italicized text enclosed in square brackets (i.e., [text]) provides instructions to the document author, or describes the intent, assumptions and context for content included in this document.*
* *Blue text enclosed in angle brackets (i.e., <text>) indicates a field that should be replaced with information specific to the particular project.*
* ***Text and tables in black*** *are provided as boilerplate examples of wording and formats that may be used or modified as appropriate*.
* *Recommended file name when completed is <ClarityID>-PM2-SOW-<Other Info>.docx. For example, PRJ-06004-PM2-SOW-PPM\_3.0\_Development.docx*

# Purpose

This document is the standard Statement of Work (SOW) for a specific project or initiative that describes the terms and conditions of an agreement between Johnson Controls and an IT Supplier for professional services. It is a legally binding contract that incorporates the terms and conditions of the Master Services Agreement (MSA) between the parties. An MSA should be already in place before executing the Statement of Work (SOW).

The Johnson Controls IT Policies require that, for project related work, the JCI Project Management Methodology, PM2 is followed for delivering services agreed to in this SOW. Any exceptions should be agreed specifically by the parties.

*[Johnson Controls EPMO Project & Portfolio Management Policy (PPM Policy) stipulates conditions for managing projects that involves the JCI IT Organization. If the nature of services contracted does not require the use of PM2 Methodology, please state the reason and contact the IT PMO organization. An exception to the PPM Policy may be required.]*

# Statement of Work Process

*[This section describes the Statement of Work Process as reference information for the Johnson Controls’ and the Supplier’s representatives. This section should be maintained in the document and should not be modified or deleted.]*

*A Statement of Work (SOW) is an engagement agreement between Johnson Controls and an IT Supplier for professional services. All IT Suppliers considered 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 the terms in the MSA if it is the specific intent of Johnson Controls and the Supplier. Therefore, if any part of this SOW has the effect to alter any of the following legal/commercial matters, the Johnson Controls Project Manager must ensure that the SOW is reviewed by the Johnson Controls Global IT Procurement Group and the Johnson Controls Legal Group.*

|  |  |  |
| --- | --- | --- |
| *Intellectual Property* | *License Terms* | *Warranty* |
| *Indemnity* | *Limitation of Liability* | *Disclaimer* |
| *Waiver* | *Termination for Convenience* | *Confidentiality* |
| *Payment Terms* | *Any additional legal Terms & Conditions* |  |

*In general, the SOW documents the specific deliverables that 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.*

# Overview of the Project

*[Provide an overview of the project. This information should be same as or consistent with what is captured in the Project Charter and the Clarity Project. The Project Charter may be provided to the Supplier as additional information about the project, but any information that is JCI confidential, including budget, should be removed before sharing the document.]*

# Deliverables and Acceptance Criteria

*[Deliverables are the specific work products that will be provided to Johnson Controls by the combination of efforts from the Supplier and Johnson Controls. Each Deliverable should be constructed so that it can be clearly evaluated using objective measures upon submission to Johnson Controls. Avoid vague or generic terms that cannot be evaluated objectively. List all the Deliverables required for defining the expected outcome of this SOW. When the supplier considers the Deliverable to be completed, the Deliverable should be formalized in a document for Johnson Control’s review and determination of Acceptance.*

*For each Deliverable, state an objective measurement that can determine if Johnson Controls should accept the Deliverable. Acceptance Criteria should be precise and adequately assess if the work is completed to Johnson Control’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 Johnson Controls, Johnson Control should immediately notify the Supplier in writing listing reasons for the rejection. The Supplier is expected to promptly fix any deficiencies and resubmit for Johnson Control’s review. ]*

|  |  |  |
| --- | --- | --- |
|  | **Deliverables** | **Acceptance Criteria** |
| 1 | *<Describe in detail, expand the rows as needed>* | *<Describe in detail, expand the rows as needed>* |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

# 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.]*

# Fees and Payment Schedule

*[The Fees should be very specific and linked to Acceptance of the Deliverables, in the proper sequence and within the established timeline. 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 Change Request (CR) is needed to adjust Fees, up or down. Payment terms are specified in the MSA and must not be modified.]*

Describe the Fees, Currency, Dates Linked to Acceptance of Deliverables.

# Assumptions

*[Assumptions can clarify performance expectations for the Supplier and/or Johnson Controls. 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 Johnson Controls and the Supplier have not fully discussed and reached mutual agreement.]*

* Assumptions 1
* Assumptions 2
* …

# Change Request (CR) Process

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.

# 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 (named resources) for delivering the services, 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.]*

# Attachments

*[Provide any additional information that the vendor needs to have for developing and providing an accurate and relevant proposal. If the documents shared have any JCI confidential information, then they should be removed and a version for sharing may be created. Examples of documents that may be shared include Project Charter (with JCI confidential information removed), application roadmap, JCI application and technology standards, etc.]*

* Attachment 1
* Attachment 2