

#18 SOW for  
16A2845 - TRD/RCD Development  
for Audit Findings project

**STATEMENT OF WORK NO. MUFG - 131  
TRD/RCD Development for Audit Findings (16A2845)**

This Statement of Work ("SOW"), effective as of the last signature date set forth below ("Effective Date"), is a part of and incorporated into the Consulting Services Agreement between MUFG Bank, Ltd. ("MUFG") and Capgemini America, Inc. ("Vendor"), dated October 28, 2010, as amended by Amendment No. 1, effective October 28, 2013 (here in referred to as the "Agreement"). Capitalized terms not defined in this Statement of Work are as defined in the Agreement. In the event of any conflict between the body of the Agreement and this Statement of Work, the body of the Agreement will govern.

**1. Contacts.**

Primary Vendor Contact: Vikram Eluri  
Address: 100 Somerset Corporate Blvd., Bridgewater, NJ 08807  
Telephone number: 626-290-7255  
Email address: Vikram.Eluri@Capgemini.com

Primary MUFG Contact: Pavan Borra  
Address: Harborside Financial Plaza 3, Exchange Place,  
Jersey City, New Jersey, 07311  
Telephone number: +1-(201)-413-8556  
Email address: pborra@us.mufg.jp; pavan.borra@unionbank.com

The Vendor shall provide the following Services and Deliverables.

**2. SOW Term: Estimated Start and End Dates:**

**2.1 Estimated Start Date:** 01-Aug-2018

**2.2 Estimated End Date:** 28-Sep-2018

**3. Scope of Services:**

**3.1** Vendor will provide the Services, including any inherent tasks, and provide the Deliverables to MUFG as described in each Service Task below for **TRD/RCD Development for Audit Findings (16A2845)**

**3.2 Service Tasks, Deliverables, Specifications, Acceptance Criteria and Assumptions:** Vendor will provide the Services, including any inherent tasks, and provide the Deliverables to MUFG as described in each Service Task below. Notwithstanding any other Specifications or Acceptance Criteria, at a minimum all Deliverables provided by Vendor under this SOW will be of sufficient detail and comprehensiveness and shall

contain sufficient information based on their description such that a person with reasonable knowledge of the subject matter of the Services can use the Deliverables for their intended purpose(s).

For avoidance of doubt, all activities, obligations and tasks of Vendor contracted for under this SOW are deemed Services under the Agreement and any tangible or electronic report, document or other work product produced in performance of the Services is deemed a deliverable (“Deliverable”) under the Agreement.

### **3.2.1 Service Task 1: TRD/RCD Development for Audit Findings (16A2845) : 2 months**

Service Tasks: Vendor shall do Operations support services for the TRD/RCD Development for Audit Findings (16A2845) and below are the scopes

- Perform, organize, and streamline operational tasks.
- Monitor for problems, analyze root causes and provide resolution and escalating when required.
- Maintain documentation for all operational malfunction and associated code changes
- Interact with clients and provide status update

**a. Deliverables:** Vendor will deliver the following Deliverables to BTMU related to Service Tasks 1.

- Solution to operational issues
- Documentation for operational issues.
- Status Reports.

**b. Specifications and Acceptance Criteria:**

1. Support of Operational Services for the TRD/RCD Development for Audit Findings (16A2845)
2. MUB will review all Deliverables and notify Vendor of any non-conformance to the requirements specified herein within ten (10) days following delivery by Vendor.

### **3. Assumptions:**

1. None

#### 4. Project Milestone

Service Task/ Deliverable No.	Service Task/Deliverable Name	Due Date
3.a.1	Perform, organize, and streamline, Monitor for problems, analyze root cause and provide resolution and escalating when required operational tasks	As per the SOW project plan Date
3.a.2	Documentation for Operational issues	
3.a.3	Status report	
3.a.4	KT Document	

#### 5. Vendor Team Structure

Vendor Resource by Job Level	Location	Number of resource	Start date	End date
Lead Analyst	Offshore - Bangalore	1	01-Aug-2018	28-Sep-2018

\*Offshore work hours per business day is 8.5 hours

#### 6. Vendor IP:

None

#### 7. Third Party IP:

None

#### 8. Fees, Invoicing and Payment Terms:

- 8.1 Professional Fees: Vendor will perform the Services under this SOW on a time and materials, (T&M), not-to-exceed basis. Vendor will invoice MUFG monthly on the fifth day of each month for actual hours worked by each Vendor resource in accordance with the following:

Role	# of Resources	Total Hours	Hourly Rate	Total Cost
Lead Analyst/Offshore	1	357	\$25.98	\$9274.86

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(Until Sep 28, 2018)				
Total		357		\$9274.86

- Offshore work hours per business day is 8.5 hours
- Resources stated in “Optional Budgetary Allocation” table would be on-boarded on need basis, only after writing and taking confirmation from MUFG Project Manager
- The total fees under this SOW shall not to exceed Nine thousand two hundred seventy four and eighty six cents U.S. Dollars (**USD \$9274.86**).
- Professional Services Fee exclude taxes. Invoice will include taxes if applicable.

**8.2** Estimated cost has been calculated considering anticipated working hours of each month. However, Vendor will create invoices based on actual hours worked for the month, supported by each Vendor resource’s timekeeping record in Clarity or otherwise by documentation detailing (i) the hours worked by each resource; (ii) the tasks performed by each resource; and (iii) the work product delivered by each resource. Travel expense forms and receipts, if applicable, shall be submitted to MUFG for review every two weeks.

**8.3** Notwithstanding any fixed fee language included in this SOW, any Change Orders issued for this SOW shall be charged at the following hourly rates.

Vendor Resource by Job Level	Hourly Rate
Lead Analyst/Bangalore/Offshore	\$25.98

**8.4** The total amount mentioned above is valid for 30 days from the date of submission, unless the SOW is fully executed.

**8.5 Reimbursable Expenses:** If business-related travel is requested and authorized in advance and in writing by MUB, Vendor will be reimbursed for the actual travel and out-of-pocket expenses for the performance of Services under this SOW in accordance with the Agreement.

**8.6 Limitation of Liability.** Notwithstanding any provision of the Agreement (including, without limitation, any provision stated in Amendment No. 2 dated March 12, 2009) to the contrary, the following Limitation of Liability shall apply to this Change Order:

To the fullest extent permitted by applicable law, the total aggregate liability of Vendor, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Change Order or with respect to the Services shall be limited to the fees paid to and retained by Vendor under this Change Order.



**8.7 Invoicing:**

Vendor will invoice MUFG upon MUFG's Acceptance of the Services and/or Deliverables under this SOW.

Send invoices to: MUFG Bank, Ltd.,  
210 Hudson St, Suite 500  
Harborside Financial Center Plaza 3  
Jersey City, New Jersey  
Recipient: Pavan Borra  
Recipient Email: PBorra@us.mufg.jp  
Reference: Statement of Work No. MUFG 131

In order for Accounts Payable to process the invoice, the following information must be included on the invoice:

- Vendor name
- Invoice number and date
- Remit address
- Ship-to-address
- Contracted payment terms
- Clear description of charges including tax, freight and other special charges
- Valid MUFG Union Bank recipient name and email address

9. **General.** Notwithstanding anything to the contrary, the Parties agree that any Services and Deliverables performed under this SOW prior to its Effective Date shall be governed by the terms and conditions of this SOW and the Agreement.

IN WITNESS WHEREOF, the Parties have caused this SOW to be executed as of the Effective Date by their duly authorized representatives.

**Capgemini America, Inc.**

By: 

Name: Kartik Ramakrishnan

Title: Head BCM

Date: Aug 7, 2018



**MUFG Bank, Ltd**

By: 

Name: Lenna N. Perlman  
Managing Director

Title: \_\_\_\_\_

Date: 8/1/18