## Statement of Work

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| This Statement of Work (“SOW”) is entered into between [CLIENT NAME] (“Client”) and [VENDOR PARTNER NAME] (“Partner”), individually “Party” or collectively, “the Parties,” effective as of the signing of this document. |
| This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement (“MSA”) between the Parties and the Marketplace Partner Agreement (“MPPA”) by and between Partner and ArenaCX, Inc. (“ArenaCX”). |
| In the event of any conflicts between this SOW and the MSA signed by the Parties, this SOW shall take precedence and prevail over the MSA solely with respect to the conflicting subject matter. |
| Section 9 shall survive and continue after expiration or termination of this Agreement and shall bind the Parties and their legal representatives, successors, heirs, and assigns. |
| **1.0 Scope and Services** |

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| **1.1** | **Description of Client Company** |
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| **1.2** | **Type of Outsourcing Services Required** |
|  |  |
| **1.3** | **Description of Services (including channels)** |
|  |  |
| **1.4** | **Target Launch / Go-Live Date** |
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| **1.5** | **Length/Duration of Services** |
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| **1.6** | **Location(s) of Services** |
|  |  |
| **1.7** | **Number of Full-Time-Equivalent (FTE) Personnel** |
|  |  |
| **1.8** | **Hours of Coverage** |
|  |  |
| **1.9** | **Language Requirements** |
|  |  |
| **1.10** | **Certification Requirements** |
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| **1.11** | **Training Requirements** |
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| **1.12** | **Technology Requirements** |
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| **2.0** | **Term**  . The initial term of this SOW will be one (1) year from the effective date. The SOW will be automatically renewed for succeeding terms of one (1) year each unless either Party terminates the SOW in accordance with the MSA. |
| **3.0** | **Breach**  . Failure of the Partner to comply with the requirements of the MSA or this SOW shall constitute a material breach. In such event, the breached Party may seek remedies under Sections 2.0 (Termination) and 11.10 (Dispute Resolution) of the MSA. |
| **4.0** | **Pricing and Payment** |

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| **4.1** | **Hourly Pricing**  . Prices are established in the form of hourly rates as set forth in the following table. |
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| **4.2** | **Hourly Pricing Inclusions**  . Pricing is all-inclusive, meaning that neither Client is entitled to a reduction nor Partner is entitled to an increase for any of the following reasons: |
|  | 1. signing in, booting up equipment, logging into systems, 2. waiting in queue for transactions, handling transactions, wrapping up transactions, 3. giving or receiving coaching or training, 4. performing analytics for the Client’s campaign, 5. conducting root cause and corrective action analysis for the Client’s campaign, 6. attending Client-relevant business meetings, 7. taking management-authorized breaks and meals, 8. observing paid holidays recognized by the government of the country where the work is performed. |
| **4.3** | **Hourly Pricing Exclusions**  . Client may be entitled to a reduction if an agent misses scheduled time for reasons other than identified in MSA Section 11.9 (Force Majeure). Partner may be entitled to an increase if the Client requests use of overtime or to schedule work on paid government holidays, for which rates are assessed at 1.5 times the contracted hourly pricing. |
| **4.4** | **Additional costs**  . This SOW authorizes Partner to charge the following additional costs. |
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| **4.5** | **Invoicing and Payment for the Services**  . As Partner has agreed under the ArenaCX Marketplace Partner Agreement (“MPPA”), ArenaCX will issue invoices on the Partner’s behalf. Invoices shall be issued monthly. Client payment terms shall be Net 30 Days from Invoice Date. Payment terms may be reviewed by the Partner and ArenaCX from time to time and may be subject to changed based on Client’s payment history and/or substantive change in credit rating. The Client shall remits funds owed to Partner according to payment instructions to be provided by ArenaCX. |
| **4.6** | **Billing Disputes**  . Client shall report any billing disputes immediately upon receipt of each invoice and not later than five (5) working days from receipt.  The Parties shall use best efforts to independently resolve any disputes and notify ArenaCX of any required changes. ArenaCX shall have two (2) working days to amend the invoice according to changes agreed upon between the Parties. Should the Parties fail to resolve the dispute within five (5) working days, Client should immediately issue a partial payment for the non-disputed amount while the Parties seek resolution according to Section 11.10 (Dispute Resolution) of the MSA. If a non-disputed portion of an invoice remains unpaid for more than 30 Day’s past its due date, Partner is authorized to withhold Services without incurring breach until the matter has been resolved. |
| **4.7** | **Pricing and Service Changes**  . Client may request reduction of service personnel with thirty (30) day’s written notice to Partner. Client may request increase of service personnel without notice, although availability and provision of such resources is not guaranteed and will be based on the Partner’s best efforts. Partner may request a price increase with ninety (90) day’s written notice to Client. Partner may initiative a price decrease without notice. |

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| **5.0** | **Non-Solicitation**  . Both Parties agree that, during the term of this SOW and for a period of one (1) year thereafter, neither will hire, offer to hire, recruit, or solicit for employment any employee, former employee, or contractor of the other Party or ArenaCX without the prior written consent of the affected Party, or until such person has been separated from the affected Party for at least one (1) year. In the event either Party hires an employee, former employee, or contractor of the other Party or ArenaCX in contravention of this provision, the affected Party will be entitled to liquidated damages from the soliciting Party equal to thirty-five percent (35%) of the annualized compensation, including targeted bonus or commission, of the relevant employee. Payment of liquidated damaged will be due immediately upon the hiring of any employee, former employee, or contractor in contravention of this provision of this Agreement. |
| **6.0** | **Governance**  . The Parties are obligated individually and to each other to provide the following resources and support for the Services as captured in the table below |

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| **SOW Governance – Responsible Party** |  | **Partner** | **Client** |
| **Management/ Oversight / Support** | Agent job descriptions |  | X |
| Recruiting, supervision, coaching, and scheduling | X |  |
| Onboarding and training | X |  |
| Agent management | X |  |
| Receive and address Client account escalations | X |  |
| **Governance & Communication** | Ad hoc communications on an as needed basis | X | X |
| Weekly operational review meetings | X | X |
| Quarterly business reviews | X | X |
| KPI and performance report issuance | X |  |
| Provide partner holiday schedule | X |  |
| **Program Design** | Service Level Agreements (SLAs) for key metrics |  |  |
| Design quality standards | X | X |
| Process | Billing, with detailed agent timesheets | X |  |
| Agent performance escalation and corrective action | X |  |
| Quality assurance | X |  |
| Dispute resolution | X | X |

# Business Requirements.

Provide a comprehensive description of your organization's specific needs and the goals you aim to achieve with this Request for Proposal (RFP). Outline the scope of work, expected outcomes, and any particular challenges or requirements that need to be addressed. This will help potential vendors understand the context and objectives of the RFP, enabling them to propose more relevant and effective solutions tailored to your organization's unique situation and goals.

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# Pricing

### Table: Per Agent per Hr by Role

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Service | Unit Measure | Rate (USD) | Location City/Country | Location type | Pricing Remarks |
| Customer support agent | agent/hr | 1 | Mohali | Center-based | remarks from ajeet |
| Supervisor: Detail in Pricing Remarks | agent/hr | 2 | Mohali | Remote | remarks from ajeet |
| Other Mgmt(1): Detail in Pricing Remarks | agent/hr | 3 | Mohali | Center-based | remarks from ajeet |

### Table: Startup & Other

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| --- | --- | --- | --- |
| Service | Unit Measure | Rate (USD) | Pricing Remarks |
| Startup Fees: Detail in Pricing Remarks | Mtr | 2 | remarks from ajeet |
| Other(1): Detail cost in Pricing Remarks | Mtr | 3 | remarks from ajeet |

# Vendor Requirements

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| Industries verticals | Health Care: Healthcare |