**Note:** *Include this page only when adding / amending / deleting a document. If using this document as a record, this Revision History page can be omitted.*

**REVISION HISTORY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Revision no | Date | Description of Changes | Reason for Revision | Revised by | Approved by |
| 00 | Aug. 10, 2012 | Add revision history page | Recommendation from Stage 2 audit | CMRojas |  |
| 01 | May 11, 2016 | Updated the contents of the SOW | Update SOW | RTMonzon | RTMonzon |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

TM-BR-MG- 11 Rev00, 05302012

**STATEMENT OF WORK**

(SOW No.: CLIENT-S-1603-001-SOW-1-00)

**for**

**<CLIENT NAME>**

Version 9.99

DD MMM YYYY

This Statement of Work (SOW) is the staff augmentation services agreement between **Computer Professionals Inc.** (“CPI”) located at Penthouse, Henrys Building, Ortigas Avenue, Greenhills, San Juan City, Philippines and **<Client Name> (“Client”),** located at <Client Address> which supplements, forms part of, and is subject to the MSA. All the terms and conditions contained or incorporated by reference to the MSA shall govern this SOW, except as expressly modified below.

1. **Scope of service**
   1. **type of work**

CPI shall provide Client with technical staff to work at Client's office for a period of **six (6) months.**

The following CPI staff shall report to the Client’s office located at <Client Address> on the start date indicated below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Assigned Staff** | **Position** | **Start Date** | **End Date** |
| Name | Position | MMM DD YYYY | MMM DD YYYY |
| Name | Position | MMM DD YYYY | MMM DD YYYY |

* 1. **work description**

The scope of the engagement shall cover development work on <Technology>. The Client shall assign the detailed tasks related to these responsibilities.

Regular working hours are from **9:00 a.m. to 6:00 p.m., Monday to Friday**. Work rendered beyond the regular working hours shall be considered overtime work and shall be billed according to standard overtime rates only with prior approval of the Client.

* 1. **deliverables**

The Client is responsible for the deliverables that may be assigned to CPI staff.

**1.4**

**quality control**

The Client shall be responsible for ensuring quality of work of the staff provided by CPI.

* 1. **work progress monitoring**

The Client shall be responsible for monitoring the work of the assigned CPI Staff. All work to be rendered beyond the regular working hours must have approval from the Client in advance.

**2. service fees**

CPI shall undertake this engagement on a Time and Material billing arrangement.

**2.1 service rates/da**

**yaaaadfhdg5rter**

|  |  |
| --- | --- |
| **Assigned Staff** | **Monthly Rate**  **(VAT Inclusive)** |
| Name | P 999,999 |
| Name | P 999,999 |

Service charging shall be on a Time-and-Material basis with a minimum charge of one (1) full working day per assigned staff (i.e., an 8-hour regular work day). For as long as the assigned staff reports to work at the Client’s site, time spent at the Client site shall be charged to the Client.

Billing shall be based on activity logs prepared by CPI’s assigned staff and approved by the designated officer of the Client.

Rates are inclusive of VAT.

**2.2 other charges**

2.2.1 Overtime Charge & Night Differential

If needed, overtime work may be rendered by the assigned CPI staff subject to prior approval by the Client’s designated officer. Overtime work, i.e., work rendered beyond the regular work hours during regular work days as stated in Section 1.2 of this SOW, shall be billed to the Client as overtime charge. Overtime service rates to be applied shall be based on the Philippine Labor Codes on overtime work.

A night differential rate of 110% of the daily service rate of the assigned CPI staff shall be applied for work rendered between 10:00 pm and 6:00 am.

Overtime charge shall be based on the activity logs prepared by the assigned CPI staff and duly approved by the designated officer of the Client.

2.2.2 When required by the Client, CPI staff may be requested to travel outside the Philippines. All travel related expenses (i.e. airfare and land transportation cost to and from airports, hotel accommodations, travel tax, airport tax, visa processing fee, insurance) to be incurred for assignment outside the Philippines shall be borne by Client. Travel time to and from the Client’s sites shall be chargeable to the Client provided that no overtime charge for travel time shall apply.

2.2.3 The per diem shall be borne by the Client. Per diem rate shall depend on the country of assignment.

**2.3 billing schedule**

2.3.1 Billing of service fee shall be done at the end of each month of service and is payable within fifteen (15) days of receipt of an invoice from CPI.

A finance charge of three percent (3%) per month or part thereof shall be assessed on invoices not paid within fifteen (15) days.

**In witness whereof,** the parties have caused this agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appear below has been and is on the date of this agreement duly authorized by all necessary appropriate action to execute this agreement.

|  |  |
| --- | --- |
| **<CLIENT NAME>** | **COMPUTER PROFESSIONALS, INC.** |
|  |  |
| **<CLIENT REPRESENTATIVE>** | **elizabeth c. ventura** |
| **<POSITION>** | **president** |
| Date: | Date: |

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)

San Juan City, Metro Manila ) S.S.

Before me, a Notary Public for and in San Juan, Metro Manila on this the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ personally appeared:

NAME Res. Cert. No./ Date / Validity and Place of Issue

Passport No.

<Client Representative>

Elizabeth C. Ventura

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed of the companies they respectively represent.

This instrument which refers to the Statement of Work between Computer Professionals, Inc. and <Client Name>, consisting of five (5) pages, including this page wherein the acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page hereof and sealed with my official seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 20\_\_\_.