**OAKLAND UNIVERSITY**

**Information Technology Statement of Work Template**

**(Use this document to work with your vendor to create a quality statement of work)**

**Background (Delete this section from final)**

A clear and comprehensive Statement of Work is necessary to ensure that clients get what they require and also to protect vendors from undefined expectations. A comprehensive SOW defines clear tasks, responsibilities, timelines and associated resources. This template is intended to help university departments create a quality statement of work. Any work **not** included in this SOW is considered out of scope of the contract and the vendor has the right to decline to perform that work.

**PROJECT TITLE**

1. **INTRODUCTION**

The purpose of this Statement of Work (SOW) is to describe, in detail, the tasks and responsibilities of the Vendor and Client regarding this agreement. Include any references to Professional Services Agreements, contracts or other master agreements. Clarify which agreement language is used in the event of discrepancies or conflicts. Include full project identifiers.

**CLIENT INFORMATION:**

**Client:** Oakland University

**Project Sponsor**:

**Client Contact:**

**VENDOR INFORMATION:**

**Vendor**: Vendor name

**Project Manager**: Vendor contact name

1. **PROJECT DESCRIPTION**

Provide project information and general description using clear, general, business-friendly, non-technical language. Briefly describe why we are doing this project; detail project motivations. Describe the problem to be solved. Describe the goals the project, the expected benefits and the finished project. At completion, what does the realm look like? Describe success measures.

1. **NATURE OF THE SERVICE**

Describe all services that apply to this contract. Describe where work will be developed, tested and implemented. Describe any workforce requirements (degrees, certifications, bonds, security background checks, etc.). Describe change management procedures. Consider describing the full nature of the service:

* Staff augmentation
* Hardware installation
* Software installation
* System implementation
* Design
* Development
* Outsourcing
* Audit and review
* Training

1. **SCOPE**
   1. This SOW shall apply to the tasks, services and terms detailed below:

* This project starts on DATE.
* Vendor will supply all computers, software, network connections and any other device or technology needed by vendor to complete the project.
* Vendor will supply work location for vendor employees.
* Support services for users/administrators will be provided for TIME (time zone) via e-mail and phone, with acknowledgement response within 1 hour and tier one problem resolution within 4 hours.
* Development of requirements for custom application will be lead by the vendor in consultation with the client through XXX discovery meetings, XXX focus groups, content audit and competitor research.
* Project will conclude after project acceptance approval by Client Contact, on or before DATE.
* Client is responsible for establishment of data integrity rules and data maintenance and control methods in conjunction with university policy #860.
  1. The following are considered OUT OF SCOPE for this contract.
* Vendor is not responsible for the development or migration of content or data into the new system.

1. **RESPONSIBILITIES**

* 1. **Client**
* Describe in detail what the client will provide. For instance: The client will be responsible for attending three requirements meetings, delivering current data in a tab-delimited format, reviewing; approving all wireframes; developing testing scenarios and thoroughly testing the system before signoff.
  1. **Vendor**
* Describe in detail the responsibilities of the vendor. For example, the vendor is responsible for producing a requirements document, programming the system, providing training and overseeing the transfer and implementation of the system to university servers.
* Consider any sub-contractors on the project. Describe how sub-contractor relationships and responsibilities will be handled.

1. **ASSUMPTIONS**

In any project, each party has pre-conceived assumptions. It is critical to detail whatever might delay, derail or otherwise put the project at risk.

* Vendor will supply personal resources with adequate available work time to complete the project on schedule.
* Vendor will assign replacement staff within 72 hours of staff departure, unavailability due to illness or termination.
* University will supply decisions and direction within 48 hours of the vendor identifying an issue.

1. **DELIVERABLES**

Vendor will provide all files for graphics, scripts, and programming upon completion of the project. Define how all materials will be delivered and the media used for delivery. These files will be the property of Oakland University. At the conclusion of this project, the vendor will deliver the following to the client:

* Java modules
* HTML files
* Documentation
* Database diagram
* Database
* What ongoing support is included in this agreement and will another support agreement be required?

1. **STANDARDS**

Describe all applicable external and internal standards. Consider compliance with legal and regulatory standards: postal regulations, ADA, PII regulations, PCI, FERPA, GLB, SARBOX, HIPAA. Consider any university policies and governance structures.

1. **LICENSED PRODUCT**

Describe the product, what it does and reference the terms of use if applicable. Describe any open source license arrangements or contributions.

1. **WEBSITE GRAPHIC DESIGN & INFORMATION ARCHITECTURE** 
   1. **Content**

Describe the content of this site and who will author content. Describe approval process for implementing new content.

* 1. **Branding**

What university branding elements are incorporated into the solution? Describe authorization from Communications and Marketing.

1. **IDENTITY MANAGEMENT**

If solution requires a log in for consumers or for administrators, a detailed, step-by-step description of how consumer and administrators interact with the system is critical.

* Describe use of university directory – LDAP system.
* If university LDAP is not used, consumers will register following these steps (include any e-mail confirmations):
  + Xxx
* If university LDAP is not used, administrators will register following these steps (include any e-mail confirmations):
  + Xxx
* Consumers will log into the system following these steps:
* Administrators will log into the system following these steps:
* Forgotten passwords will be handled in the following steps:
* Describe security and encryption of login environment.

1. **DATA**

* Describe university data that will be sent to vendor, categorized by data classifications in Policy #860 Information Security.
* Describe data that will be sent from vendor to university, categorized by data classifications in Policy #860 Information Security.
* Describe data access and control methods, as defined in Policy #860 Information Security.
* Administrators can perform the following tasks and see the following data: (list)
* Consider any extra non-disclosure agreements.

1. **PLATFORM**

Detail the application language in which the system will be developed and the database employed. Attach a database diagram if applicable. Consider hosting of final solution if web-based. Describe hardware, operating system, and network requirements. Describe location of the same items for development, testing, and implementation.

1. **SYSTEMS INTEGRATION**

Many systems need to work with other university systems in order to provide the service or functionality needed by the user.

The product will integrate with the following systems (Include any external, non-Oakland systems):

1. **SECURITY AND RISK**

Describe if the systems, solution or process will process, transmit, exchange, or store data classified as Confidential under university Policy #860 Information Security. Describe security requirements: Firewalls, encryption, and secure file transmission. What access will the vendor have to any university systems and networks? How will that access be provided? Consider VPN connectivity language. How will the access be secured? Describe insurance requirements. Sample: Contractors providing Technology Services must also be insured for Technology errors and omissions including network security/privacy in an amount no less than $1,000,000 per occurrence and $1,000,000 aggregate and no more than $250,000 deductible per occurrence.

1. **PROJECT TIMELINE**

Provide project outline or project plan. Provide interim milestone dates associated with deliverables and acceptance approvals. Highlight project completion date. Provide details for change management of due dates. Describe allowable time, billable hours limits and all aspects of scheduling.

1. **ACCEPTANCE AND COMPLETION CRITERIA**

Describe acceptance measures and objective measures to determine acceptability of solutions. Describe successful test measures. Describe problem resolution process if deliverables are not satisfactory. Provide response time limits on notification of acceptance, notification of non-acceptance, and vendor response to either notification.

1. **CANCELLATION AND TERMINATION**

Consider language: The university may also terminate the SOW at any time and for any or no reason, including without limitation for convenience, by giving the vendor ten (10) calendar days’ prior written notice. The university may also terminate the SOW immediately and without any prior notice if the university determines, in the university’s sole and exclusive discretion, that proposed or implemented changes would adversely affect the University. The university’s sole obligation in the event of termination is for payment for actual services rendered by the vendor before the effective date of termination. Consider how the SOW is terminated in absence of breach and in the case of breach occurrence. Consider whether partial payment will be made for services rendered to date. Other sample statements to consider:

* Either party may terminate or cancel this SOW upon 90 days written or email notice by the contact parties named in this agreement.
* Either party may terminate or cancel this SOW if a bankruptcy proceeding is instituted against the other party and not dismissed within X days.
* Client holds the right to terminate the contract with 30 days email or written notice for failure to provide service as outlined in the statement of work, as determined solely by the client.
* Client holds the right to terminate the SOW if vendor is found, through legal investigation or police report, to be engaging in illegal activities.

1. **PAYMENT SCHEDULE AND TERMS**

Describe fees and all billable charges. Describe how any extra costs will be handled (i.e., purchase of special software, SSL certificate, etc.). Describe process for travel and expense reimbursement (consider link to university policies). Provide details about record-keeping, time records and receipts needed for reimbursement. Provide a time limit for submission of reimbursement requests. Provide information on invoicing, billing, remittance time periods, and late fees. Consider adding “not to exceed” language: In no event shall the university’s amount due and owing to the vendor for any and all services rendered exceed the amount identified as the “NOT TO EXCEED” amount. Vendor will notify the university when the foreseeable billing is at 85% of the “NOT TO EXCEED” amount.

1. **STATEMENT OF WORK ACCEPTANCE**

Provide name, position, signature, and date for those authorized to enter into the agreement.

REFERENCES:

http://www.oakland.edu/legalforms/

[INSTRUCTION SHEET FOR COMPLETING AN OAKLAND UNIVERSITY AGREEMENT](http://www.oakland.edu/upload/docs/General%20Counsel/Forms/OLA%20Instruction%20Sheet%20for%20Completing%20Contracting%20Agreement%20-%20JULY%202009%20APPROVED%20FORM.pdf" \t "_blank)  
  
[OAKLAND UNIVERSITY GENERAL TERMS AND CONDITIONS FOR AGREEMENTS](http://www.oakland.edu/upload/docs/General%20Counsel/Forms/OLA%20Web%20Based%20Contract%20Terms%20and%20Conditions%20-%20JUNE%202009%20APPROVED%20FORM.pdf" \t "_blank)  
  
[OAKLAND UNIVERSITY SERVICES AGREEMENT](http://www.oakland.edu/upload/docs/General%20Counsel/Forms/OLA%20Services%20Agreement%20-%20JULY%202009%20APPROVED%20FORM.pdf" \t "_blank)