



xtravirt

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Statement of Work

Consultancy and Professional Services

July 2022

1 Document Control

Copyright in this document remains vested in Xtravirt Limited and no duplication of it in whole or in part may be made except for the purpose of evaluation in confidence. Errors and Omissions Excepted (E&OE). Xtravirt Consulting Services Agreement terms apply.

2 Terms of Agreement

This agreement forms a Statement of Work between

Between:

- a) **[Customer Name]** a company incorporated in [Location] (registered no **[Company Number]**) whose registered office is at **[Customer Address]** (**Customer**)
- b) **Xtravirt Limited** (known as Xtravirt) a company incorporated in England and Wales (registered no 05585938) whose registered office is at Riverbridge House, Guildford Rd, Fetcham, Leatherhead, KT22 9AD. (**Supplier**)

Whereas:

1. During the course of its business, Supplier enters into agreement with Customer so as to supply product(s)/service(s) to such Customer.
2. Supplier hereby agrees to undertake supply of those product(s)/service(s) for Customer (where requested by Customer via a Subsidiary Agreement), and therefore enters into this Agreement with Customer.

This Statement of Work sets forth the terms under which the Customer has engaged Xtravirt to provide the project consulting, management, and implementation Services (the Services) described in Appendix A. This Statement of Work does not govern the purchase and/or licensing of products, and any purchase and/or licensing of products shall be governed by separate agreement.

This Agreement is subject to the Terms and Conditions laid out in the Framework Agreement between Xtravirt and the Customer. This Agreement is Commercial in Confidence.

This Statement of Work is an offer that is valid for thirty (30) days from the date shown on the first page of this Agreement. If the Customer signs this Statement of Work within that period, it will become a valid and binding contract at the date (Effective Date) of which both parties to the Agreement have signed.

3 Document conventions

3.1 Glossary of terms

Term	Description
Agreement	This Statement of Work
Fixed Fee	Work Packages to be delivered as a fixed fee
T&M	Work Packages to be delivered on a Time and Materials basis
SoW	Statement of Work
PMO	Project Management Office
Xtravirt Framework Agreement	The agreement that sets out the full terms and conditions for this Statement of Work

4 Executive summary

4.1 Background

Summary of engagement

5 Roles and responsibilities

5.1 The Customer

As part of this engagement, the Customer responsibilities include:

- Provide seating, basic office facilities and access to meeting spaces as needed to the Xtravirt Consultant(s) when they are onsite
- Provide a single point of contact (SPOC) for all engagement queries and concerns. The SPOC must identify relevant technical and business stakeholders as requested, and ensure they are available to assist with this engagement if required
- To oversee the overall project work streams or programme, acting as a point of escalation for Xtravirt
- Raise all change requests and obtain business approval in line with the timeframes in the project / programme plan
- Ensure that all required hardware and software is operationally available (unless being provided by Xtravirt)
- Complete any agreed system preparation prior to the commencement of any planned work
- Provide physical access for Xtravirt personnel to the location where the work is to be conducted along with access to a suitable area of work and typical office facilities
- Provide relevant security access and clearance to enable completion of tasks in a timely manner
- Ensure Customer or other third-party personnel are available to enable completion of allocated tasks in a timely manner. Customer dependent tasks shall be communicated and agreed as soon as they are identified throughout the duration of the engagement
- Provide primary and secondary contacts to which any technical, project or commercial issues may be addressed
- Manage any local site logistics and business communication, e.g. arranging any system downtime
- Make Xtravirt aware of any company or site-specific requirements e.g. specific standards and procedures
- Escalate to the Xtravirt Project Manager and/or Account Manager any such issues or concerns with regard to the quality of services being provided or anything that effects the scope of works or agreed commercial terms

5.2 Xtravirt

As part of this engagement, Xtravirt will:

- Provide suitably qualified personnel to deliver this Agreement
- Unless otherwise stated, manage the technical delivery, reporting directly to the Customer Project Manager or nominated business contact

6 Terms and conditions

Please refer to the Xtravirt Consulting Services agreement for full terms and conditions which can be obtained by contacting your Primary Contact. The following are key or additional specific terms to this Agreement, and any variation thereof agreed in this Statement of Work shall prevail over the Consulting Services Agreement.

1. **Change Management Procedure** - For the purposes of this Agreement a "Change Request" is a request to change, remove or add new services to the Services; or a request to amend this Agreement or any document attached to or referred to in this Agreement. A Change Request shall become a "Change Order" when the requirements of Change Management have been satisfied and the Change Request is signed by the authorised representatives of both parties to signify their approval to the change. Change Requests may be originated either by Customer, by Xtravirt or may be originated by Customer and Xtravirt jointly. The costs of implementing a Change Order shall be borne by the Customer unless otherwise agreed by the parties in the relevant Statement of Work.
2. **Confidentiality** - This document contains proprietary information which is confidential between Xtravirt and the Customer. It shall not be reproduced in any form or by any mechanical or electronic means, nor its contents disclosed to a third party without the written consent of Xtravirt.
3. **Consulting Day** - All Consulting Services will be conducted during business hours. The minimum billable unit is a single consulting day.
4. **Document Review Cycles** – Fees are based on a maximum of two (2) Customer review cycles unless otherwise agreed. Based on time being of the essence, if the Customer does not provide a review within the mutually agreed timeframes of each review period, then the document will have deemed to be accepted. Additional responses or review cycles received after the formal review period may be additionally charged on a time and materials basis.
5. **Effective Date** - means the date upon which this Agreement is executed and effective from as set out by the Parties.
6. **Errors and Omissions Excepted** – While we have made every attempt to ensure that the information contained in this Agreement is correct, Xtravirt is not responsible for any errors or omissions, or for the results obtained from the use of this information.
7. **Expenses** - In the absence of specific provisions in the Statement of Work in relation to expenses, Customer shall pay for travel and living expenses reasonably incurred in the provision of the Services. Xtravirt operates an open book expenses policy, where actual incurred expenses are collated and produced on a monthly invoice basis.
8. **Flow down of Terms** - In the event that Xtravirt delivers the Consulting Services to a Customer acting as service provider to a third-party, the Customer shall ensure that their customer meets the same requirements as documented in this agreement and represents and warrants that it has the authority and required authorisations from its customer to enter into this Statement of Work with Xtravirt.
9. **Payment Terms** – All Fees payable in respect of the Services provided under this Agreement shall be invoiced by Xtravirt on a monthly basis, and paid by Customer, in Pounds Sterling unless otherwise stated in this Agreement within 30 days from the date of the relevant invoice.
10. **Purchase orders** - Should be sent to the Xtravirt Accounts team using the email address accounts@xtravirt.com.
11. **Postponement of Statement of Work** – Customer may request postponement of the commencement of Services under this Agreement by giving 10 business days notice in writing (Postponement Date) following which Xtravirt will use best endeavours to reassign resources allocated to the Customer. If the Customer has given less than 10 business days written notice, Xtravirt shall be entitled to charge the Customer an amount equal to the cost of the Services allocated to the Customer including any expenses such as pre-booked travel and living costs. If the Customer does not request Xtravirt to recommence the Services before the expiry of 20 business days from the Postponement Date the provisions in the Suspension of Statement of Work clause shall apply.

Commented [SD1]: Is this the standard GCloud terms?

- 12. Suspension of Statement of Work** – Customer may elect to suspend the Services under a Quotation or Statement of Work on giving 10 business days written notice to Xtravirt. If Customer elects to suspend the Services and less than 10 business days written notice is provided the Customer shall be liable for all costs incurred by Xtravirt in relation to the Services up to the expiry of the 10 business day period from receipt of notice. The Suspension Date shall be the date of receipt of notice in either case. In the event the Services remain suspended for more than 20 business days after the Suspension Date, all Fees in relation to the Quotation or Statement of Work incurred (whether invoiced or not) at the date of suspension shall become payable. The balance of the Fees shall be invoiced separately and a credit note shall be issued on payment thereof shall be credited to the Customer on re-commencement of the suspended Services.
- i If the Customer has postponed the Services for more than 20 business days from the Postponement Date, the Services will be suspended and all costs incurred by Xtravirt in relation to the Services not yet paid by the Customer shall be chargeable.
 - ii If the Customer wishes to recommence the Services, Xtravirt shall be entitled to an additional fee equal to 5% of the total Fees for reactivation of the Services.
 - iii Where the Services are provided on a Fixed Fee basis, additional services may be required to resume the Services. The Customer hereby agrees that Xtravirt shall be entitled to carry out, at Customer's cost, a re-engagement assessment of the Services prior to recommencing the Services and that if any additional services are required to recommence the Services this shall be handled as a Change Request and the cost of any agreed change shall be borne by the Customer.
 - iv If the period of suspension continues for more than 6 months from the Suspension Date (or in the case of continued postponement under clause Postponement of Statement of Work). Xtravirt may terminate the relevant Statement of Work and without prejudice to the Customer's other rights and remedies under this Agreement, Xtravirt shall have no further liability in relation to that Statement of Work. Please note that if the Statement of Work is terminated pursuant to this clause, the Fees paid in relation to the period after suspension are non-refundable and the credit shall be forfeited.
- 13. Term** - This Agreement shall commence on the Effective Date and shall remain in force unless terminated in accordance with the Consulting Services Agreement. Notwithstanding the termination of this Agreement, any Contract entered into prior to the effective date of termination, which has not itself been terminated, shall at Customer's option continue in force until completion of the Services set out in the Statement of Work.
- 14. Termination for Convenience** - Without prejudice to its other rights or remedies contained in this Agreement (including any other express rights of termination), Customer may terminate this Agreement in whole or in part any time by giving not less than 20 business days notice in writing to Xtravirt and in such circumstances Customer shall pay to Xtravirt the Cancellation Charge.
- 15. Cancellation Charge:** a charge payable by Customer to Xtravirt following termination in accordance with above Clause (Termination for Convenience):
- i in relation to Services provided under a Statement of Work on a time and materials basis, an amount equal to 50% of the Fees (whether invoiced or not) in relation of the number of days remaining of the contract term under the Statement of Work, or
 - ii in relation to Services provided under a Statement of Work on a fixed fees basis, an amount equal to 50% of the total remaining Fees chargeable, including milestones not started, or part completed under the relevant Statement of Work (whether invoiced or not);
- 16. Rates** - Xtravirt's standard and non-standard working hours rates are described as follows.
- i Standard Day - Monday to Friday, business hours, excluding UK public holidays are charged at Standard Day rates
 - ii Weeknights - Monday to Friday, outside business hours, excluding UK public holidays are charged at 1.5x Standard Day rates

iii Weekends – including UK Public Holidays are charged at 2.0x Standard Day rates

17. **VAT** - All Fees and any other amounts due to Xtravirt under any Statement of Work do not include Value Added Tax or any similar sales tax which, if applicable, will be paid additionally by Customer

7 Acceptance

This Statement of Work, in conjunction with any applicable terms, upon acceptance by both parties, shall constitute the complete and exclusive agreement between Xtravirt Limited and the Customer with respect to the Services described herein. Unless and until such mutual execution, neither party shall have any obligation with respect to the Services hereunder. The commitments, including pricing, offered by Xtravirt Limited herein are predicated on such execution to commence within thirty (30) days of the date of this Statement of Work, and adjustment may be necessary if commencement does not occur by that time.

The parties hereby acknowledge that they have read and understand this agreement and all attachments hereto and agree to all terms and conditions stated herein.

Xtravirt Limited

xv Customer

Authorised Signature:

{{SigB_es_:signer2:signature}}

Authorised Signature:

{{Sig1_es_:signer1:signature}}

Print Name:

{{*Name1_es_:signer2:fullname}}

Print Name:

{{*Name_es_:signer1:fullname}}

Title:

{{*Ttl1_es_:signer2:title}}

Title:

{{*Ttl2_es_:signer1:title}}

Date:

{{Dte_es_:signer2:date}}

Date:

{{Dte_es_:signer1:date}}

Appendix A – Scope of Services

8 Scope

To be completed to Customer requirements

The following is an outline scope of the agreement, including assumptions, from which the subsequent Work Packages detail the actual tasks and responsibilities of Xtravirt and the Customer.

8.1.1 In scope

8.1.2 Out of scope

8.1.3 Key assumptions

8.2 Project outline

The following is an indicative project plan based on information available.

Insert summary Project Schedule

9 Work packages

9.1 Overview

The purpose of this section is to describe one or more Work Packages designed to deliver the scope of the project engagement. A Work Package is a logical component or phase of the engagement and may be delivered in sequence or parallel with other Work Packages in accordance with the project plan.

Where included, Xtravirt's Project Management Office (PMO) will govern the delivery of this Agreement and will augment the Customer project team to ensure the scope is successfully delivered. It is a fixed service charged monthly as a proportion of overall project progress, comprising project mobilisation, initiation, planning, milestone and progression management, team composition and role sequencing, project reporting, change management, and project closure.

9.2 Work Package

One or more Work Packages to be completed to Customer requirements. Completion milestones may be Time and Materials, Fixed Priced or Outcome-based

9.2.1 Description

9.2.2 Xtravirt tasks and responsibilities

The following are the key detailed tasks and activities to be undertaken under this work package.

1. <Insert>

9.2.3 Customer tasks and responsibilities

The following are the key dependent tasks and activities to be undertaken by the Customer under this work package over and above those listed in section 8.1

1. <Insert>

9.2.4 Customer pre-requisites

The following are known key pre-requisite tasks and activities to be undertaken by the Customer before project commencement.

1. <Insert>

10 Professional fees

10.1 Milestones and fees

The following lists the specified Work Packages and the Fee model for each. Fixed fee work is invoiced upon sign-off of the Work Package, and Time and Material work is invoiced monthly.

Work Package ID	Description	Fee Model	Total
WP-PMO	[Insert]	Fixed Service	£0,000
WP1	[Insert]	Time and Materials	£0,000
WP2	[Insert]	Time and Materials	£0,000
Total			£0,000

10.1.1 Expenses

Insert agreed Expenses policy

10.1.2 Location of work

The location of work for on-premise services will be:

Location

If on-site services are required at additional office locations then additional expenses may be incurred. Some services may also be performed remotely.