

STATEMENT OF WORK
BETWEEN
UNIVERSITY OF VERMONT ("UVM")
AND
HURON CONSULTING SERVICES LLC

This Statement of Work ("SOW") is an attachment to the Master Services Agreement (the "Agreement") dated March 6, 2017 between the University of Vermont ("UVM", "Client", "Customer", "you" or "your") and Huron Consulting Services LLC ("Huron", "we", "us" or "our").

Subject to the terms of the Agreement, Huron shall provide to Customer the following services pursuant to this SOW:

Objectives and Scope

This Statement of Work provides for consulting services to Customer related to the upgrade of the Huron Research Software Suite to the latest version 9 available at the start of the project.

Huron and UVM will partner together to complete the major scope items described in the table below:

Major Scope Items	Upon Completion
Upgrade all 6 Huron products (IRB, COI, Safety, IACUC, Grants Agreements) to Version 9	<ul style="list-style-type: none">All products will be upgraded to run on Huron Portal Version 9 along with the most recent Version 9 available for each individual product.UVM will have 3 environments (Development, Test, Production) available on Version 9

Our Services



Your Responsibilities

1. Provide overall project management for managing scheduling, prioritization, cost and schedule tradeoffs, change control, and design decision.
2. Provide project governance by establishing an executive sponsor group/committee that will periodically review the project and provide guidance as needed.
3. Orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed.
4. Develop and execute test plans and test catalog.
5. Provide training as needed to end users
6. Make reasonable attempts to eliminate customizations and extensions to closer align with the delivered Huron software products
7. UVM shall conduct acceptance testing to determine if the Services provided, including all configurations, interfaces and original customizations, meet or exceed the acceptance criteria.

Acceptance criteria for the Project are as follows:

- Software shall be demonstrated to perform all current business processes in accordance with current business requirements from the previous version 8 environment.

- UVM-specific configurations, integrations and other changes are either mutually retired or have been successfully transitioned to the upgraded code version.
- All Click Modules are demonstrated to operate at 100% as configured and successfully transition to the end-user community for use.

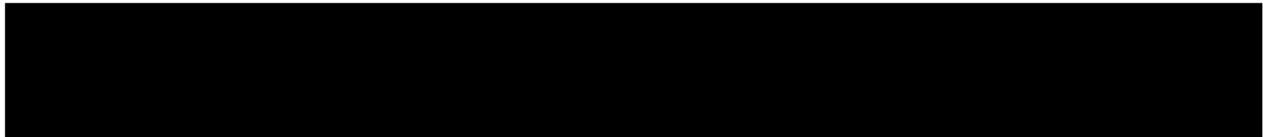
Engagement Assumptions

Our services are based on the following assumptions, representations and/or information:

1. Huron will work with UVM to review and estimate the cost of re-implementing UVM specific customizations. UVM may need to remove some customizations due to new functionality and features delivered in the new versions of the software that cannot accommodate the customization. A separate change order may be required if UVM deems a customization critical but it is determined that it can't be completed within the defined budget for this project.
2. Customer technical resources outside of the project team will be available as needed.
3. Huron travel will not occur as part of this upgrade project and Huron will perform all work remotely.
4. Enhancements or modifications to the software not directly related to the upgrade are excluded from the scope of this work.
5. Modifications to existing integrations with third-party software (i.e, Peoplesoft, EPIC, Citi, listserv, Maximus) may be required as part of the upgrade process. A separate change order may be required if UVM deems a modification to an existing integration critical but it is determined that it can't be completed within the defined budget for this project and requires additional funds to implement.
6. The duration of the project is estimated at approximately 16 weeks.

The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth below, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.

Fees and Expenses



Level/Role	Rates

Out of pocket expenses (including transportation, lodging, meals, supplies, etc.) are estimated to be none.

Technology related expenses (including mobile phones, mobile internet access, databases, routine copying, faxing, printing, etc.) will be charged at a rate equal to 1% of professional fees.

Part of the budget for this project is being allocated from previous projects. This will result in a decrease to the existing budgets for the following projects that are in progress:

	Budget movement
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In addition, budget for this project will be allocated from UVM's PO P165624 into this new project. This will result in an additional fee budget to the new project.

Based on the scope and approach described above, Huron total professional fees for this project [REDACTED]

Payment Terms

Huron will submit itemized invoices, with a breakdown of time and technology expense, to UVM on a monthly basis for the services provided during the prior month, with payment terms of net forty-five (45) days from the date of receipt of invoice.

Amounts remaining outstanding for more than thirty (30) days (past due), will be subject to an interest charge of 1.0% per month from the past due date. We reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. We understand that our bills should be sent electronically to:

Lynn Tracy, Project Manager
Lynn.Tracy@uvm.edu

With a Copy to:
Brian Prindle
Executive Director, Research Support and Integrity
Brian.prindle@uvm.edu

Business Terms

The terms and conditions of the Agreement apply to this engagement. Please indicate your agreement to these arrangements by signing and returning this SOW

We appreciate the opportunity to be of service to you and look forward to working with you on this project. You can be assured that it will receive our close attention.

ACKNOWLEDGED AND ACCEPTED:

HURON CONSULTING SERVICES LLC

UNIVERSITY OF VERMONT

Signed By:	<small>DocuSigned by:</small> <i>Philip Infurna</i>
Print Name:	<small>59D7ED2CEB8D4E2...</small> Philip Infurna
Title:	Managing Director
Date:	9/22/2020

Signed By:	<small>Digitally signed by Claire Burlingham Date: 2020.09.23 14:34:36 -04'00'</small> Claire Burlingham
Print Name:	
Title:	
Date:	