

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 enhancement of the Huron Research Software Suite Conflict of Interest (COI) software product.

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

Major Scope Items	Upon Completion
Enhance COI to accommodate the Conflict of Interest/Conflict of Commitment business processes at UVM	<ul style="list-style-type: none">• The online SmartForm will be updated with an additional Training view and new questions on Page 1 of the form• A new notification and activity will be added to the built-in workflow to accommodate the COI/COC processes.• Annual Certification notification language will be modified• New report or dashboard will be created to indicate those certifications that still require COI/COC review

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 including Department Reviewers
6. Make reasonable attempts to eliminate customizations and extensions to closer align with the delivered Huron software products

Engagement Assumptions

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

1. Customizations may be required to the software to accommodate the scope of work. Customizations are the responsibility of UVM to reimplement during future software upgrades. Huron will provide detailed steps, instructions, documentation, and training to the UVM technical team to be able to accomplish future deployment of re-implementation requirements.
2. UVM will be responsible for any business process changes as it relates to this scope of work.
3. UVM technical resources from the Sponsored Programs Administration office will be available to assist in the completion of the scope items.
4. Huron travel will not occur as part of this project and Huron will perform all work remotely.
5. The duration of the project is estimated at approximately 12 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

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

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.

Payment Terms

Huron will submit itemized invoices, with a breakdown of time and materials and technology expenses, to UVM on a monthly basis for the services provided and with any other pre-approved reimbursable expenses of \$5,000 or more accrued during the prior month, with payment terms of net forty-five (45) days from the date of receipt of invoice.



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:

Brian Prindle, Executive Director for Research Administration
Brian.Prindle@uvm.edu

With a copy to:
 Lynn Tracy, Project Manager
Lynn.tracy@uvm.edu

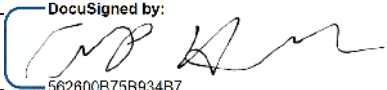
Business Terms

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

Signed By:	 <small>DocuSigned by: 562800B75B934B7...</small>
Print Name:	Tony Haber
Title:	Managing Director
Date:	11/5/2020

UNIVERSITY OF VERMONT

Signed By:	Richard H Cate <small>Digitally signed by Richard H Cate DN: cn=Richard H Cate, o=University of Vermont and State Agricultural College, ou, email=rcate@uvm.edu, c=US Date: 2020.11.13 09:19:02 -05'00'</small>
Print Name:	
Title:	
Date:	