

Statement of Work

Between

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

AND

HURON CONSULTING SERVICES LLC

CLICK DISCOVERY AND PLANNING PROJECT

March 6, 2017



STATEMENT OF WORK BETWEEN THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE 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 and State Agricultural College ("UVM", "Client", "you" or "your") and Huron Consulting Services LLC ("Huron", "we", "us" or "our"").

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

Objectives and Scope

Huron will conduct a discovery engagement with UVM to scope the implementation of the Click Institutional Review Board (IRB), Institutional Animal Care and Use Committee (IACUC), Safety, Conflict of Interest (COI), and Grants solutions. The deliverables for this engagement will include a Program Approach document that will provide an overview and potential order and identify the following for each system:

- Measurable Project Outcomes
- Project Scope
- Recommended Project Timeline based on Scope Items
- Estimated Project Costs based on Scope Items
- Recommended Project Resources (UVM and Huron)

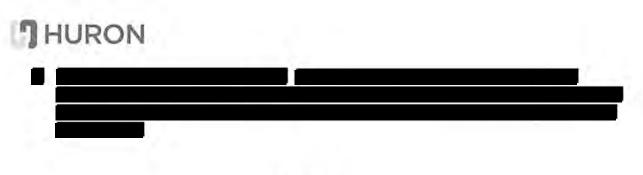
Along with a description of Huron's implementation methodology intended to govern the implementation of all projects that will be tailored to the UVM project with the anticipated division of responsibilities between UVM and Huron resources.

Our Approach

The discovery engagement will include the following activities:



Confidential



Assumptions

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

- You will provide us with direct access to subject matter experts and assist in the scheduling
 of those resource to contribute to the onsite visit.
- Information provided during the onsite visits will form the basis of Huron's implementation estimates and project approach. Addition requirements identified during a subsequent implementation project or changes to resources may impact the project duration and costs.

The successful delivery of our services, as well as the fees that we charge, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth above, and (iii) timely decisions and approvals by your management.

Fees and Expenses

	Payment Terms	
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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:

Carol Zuiches Assoc. VP for Research Administration, Interim University of Vermont Carol.Zuiches@uvm.edu

Business Terms

The terms and conditions of the Agreement apply to this SOW. Please indicate your agreement to this SOW 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.

HURON

ACKNOWLEDGED AND ACCEPTED:

HURON CONSULTING SERVICES LLC

Signed	By: DocuSigned by:	
Print N	ame: Matthew W Staman	
Title:	Managing Director	
Date:	3/5/2017	

THE UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE

Signed By: Ne Print Name Title: Vactor S ruver Date: 03 0