



Statement of Work

Between

HURON CONSULTING SERVICES LLC

And

UNIVERSITY OF VERMONT

**HURON PORTAL SOFTWARE IMPLEMENTATION
PROJECT**

01/11/2018



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", "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

The University of Vermont (UVM) is interested in modernizing their electronic research administration (eRA) systems to improve the researcher experience and efficiency of processes surrounding the lifecycle of IRB Protocols, IBC Protocols, IACUC Protocols, Grant Proposals through Awards, and COI. Specifically, the implementation of Click modules supporting these business functions will address the following strategic and operational business needs:

[REDACTED]

The total project scope includes the implementation of Click IRB, IACUC, IBC, COI, and Grants with integration to PeopleSoft for account setup and maintenance. Each of the business areas included in this implementation are currently supported by either InfoEd modules, custom solutions, or some combination of paper processes and system.

This statement of work covers Phase 1 of the IRB project as well as the Year 1 Program Management. Expected timelines and costs for the remaining projects in this program are outlined in the assumptions section.



Project 1 – Click IRB: Phase 1

The IRB implementation will be first and will bear the burden of establishing the enterprise connections that will later be used by the rest of the Click software suite. Major scope items have been captured below to represent the expected outcome of this project.

Major Scope Items	Upon Completion
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Our Approach

UVM's expressed desire for continuity of data and maintaining existing integration functionality from the existing systems to Click will require data conversions and a thoughtful transition off InfoEd and to Click



throughout the implementation. To support an overall project completion by early 2020, Huron is recommending an approach [REDACTED]

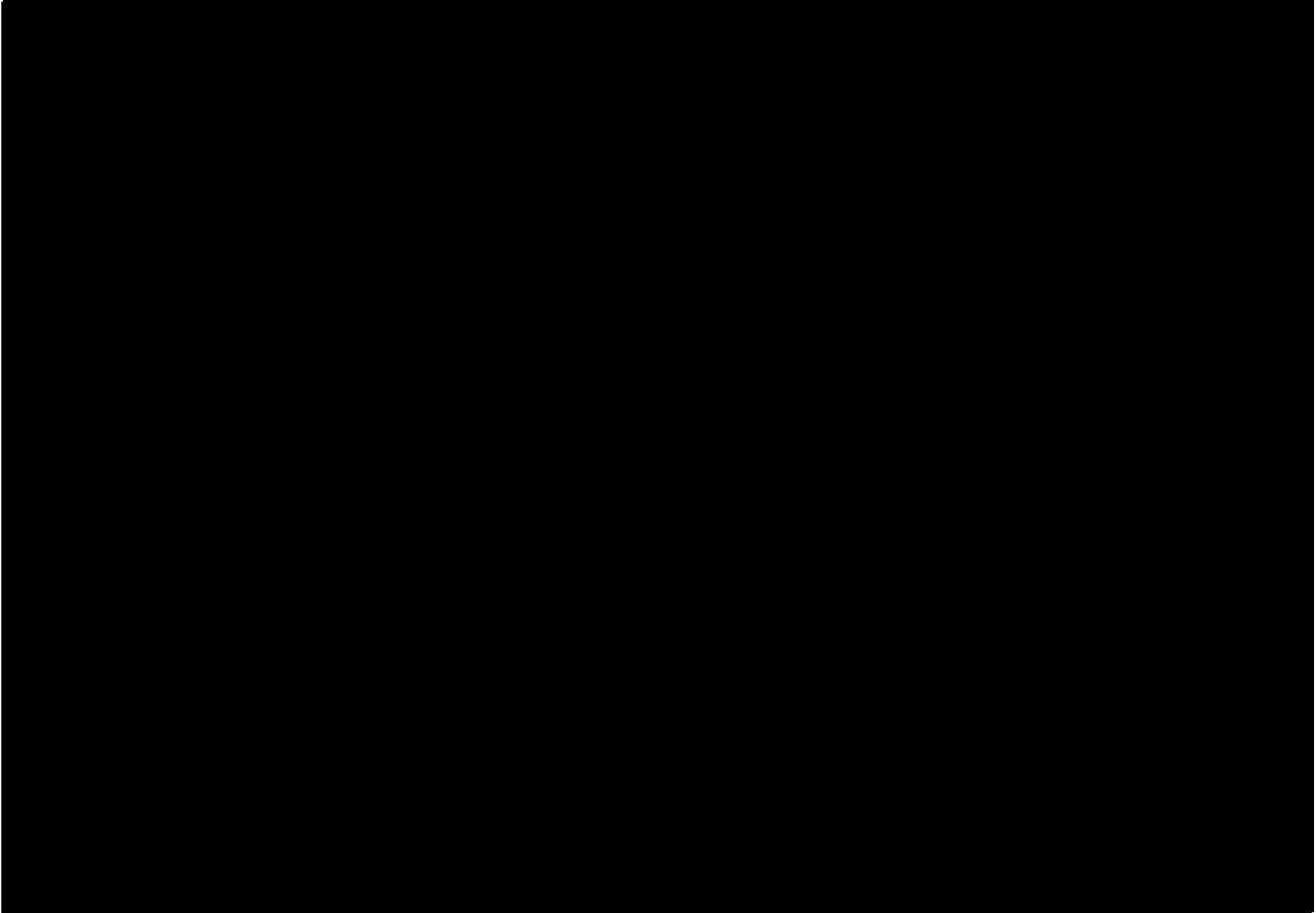
[REDACTED]

[REDACTED]

Huron's Click implementation methodology is based on our experience implementing [REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

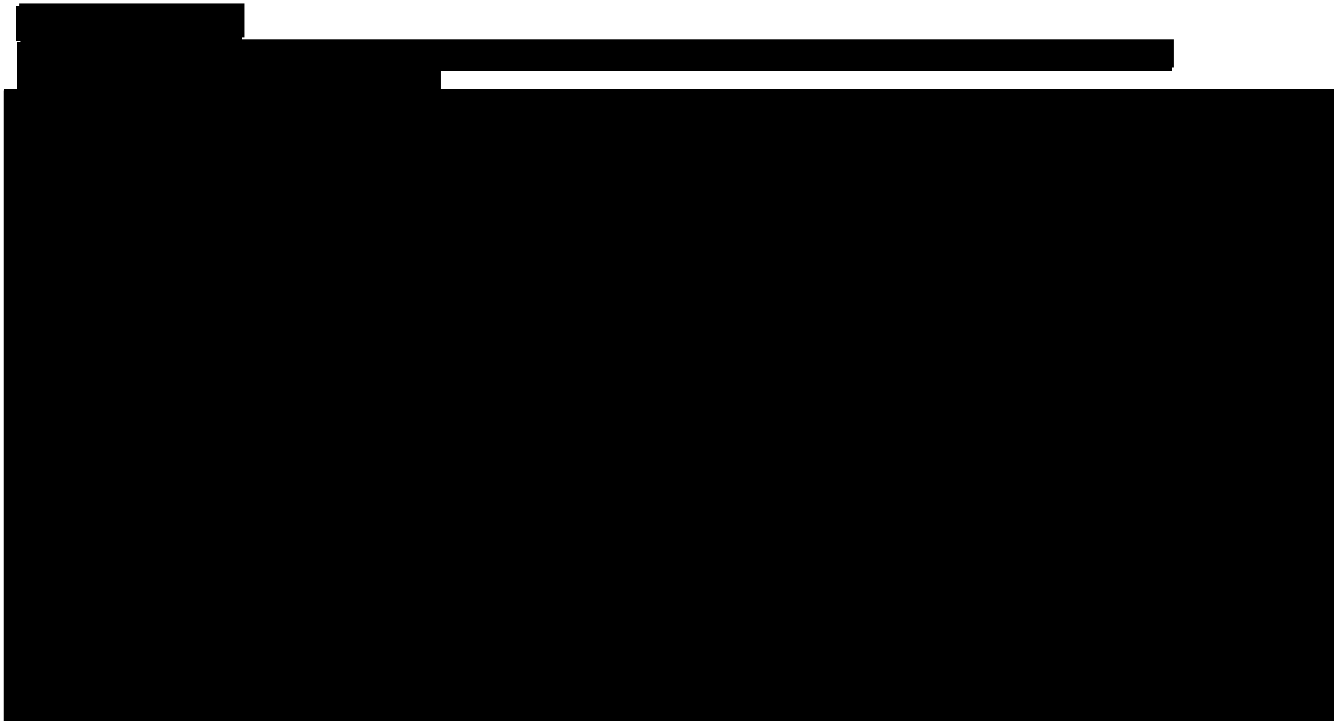
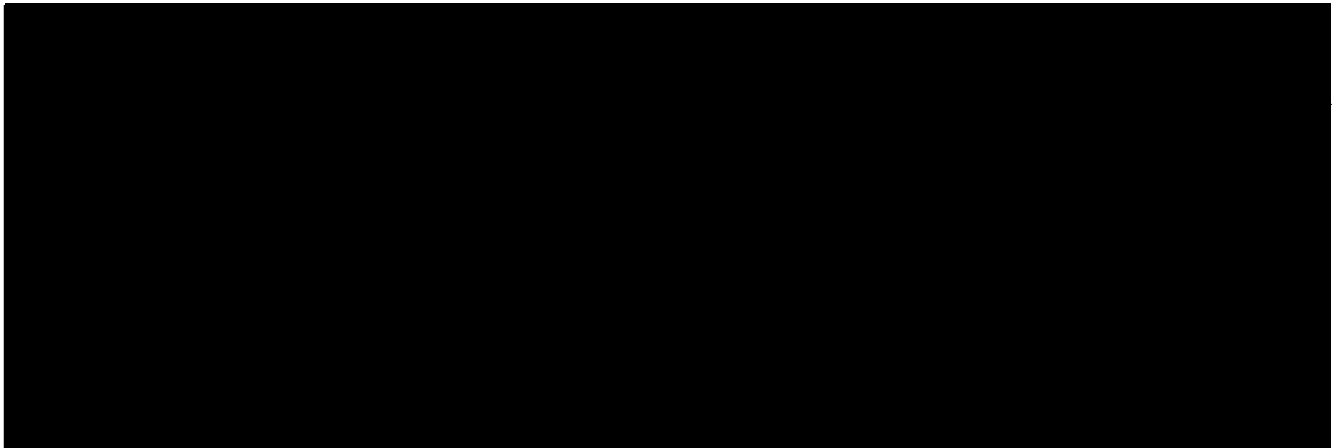
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Assumptions

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

- Data conversion will follow the general outlines described above in the project scope. The IRB, IACUC, and IBC modules will have header data converted for all current records with older data archived by UVM resources to a data store outside of the Click systems. COI will not involve data conversion beyond the information required to determine the date of the next annual submission process for the applicable faculty. Grants conversion will include all active awards and pending proposals, to be determined by UVM in consultation with Huron.
- Temporary integrations between InfoEd and Click will be a one-way integration from InfoEd to Click using reports / data made available by the UVM team in formats acceptable to the Click bulk important templates. These integrations will be retired as modules are moved into Click and onto the Click integration platform.



- UVM will limit customizations to the Click products. Our assumption is that UVM will be positioned to adapt Huron recommended best practices for use of the Click modules. This will limit the need for customizations keeping the initial implementation costs down and ongoing cost of ownership down with the ability to take future upgrades without significant resource burdens.
- UVM resources will be responsible for change management and communications to end-users.
- Training materials will be developed by Huron with UVM resources delivering training to end-users.
- Huron will provide quarterly business reviews and financial reports to summarize progress for each Fee Category below
- Additional mutually agreed upon statements of work will be issued for the other phases in the Project as described below in the Project Timeline/Implementation Fees chart and are estimated with the following project fees. The total amount for all fees, materials, and expenses for this Project (including all Fee Categories) shall [REDACTED]

Project Timeline/Implementation Fees:

Fee Category	[REDACTED]	Estimated Start and End Dates	Billing Schedule
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]

**Travel Expenses will be reimbursed *only* as accompanied by itemized receipts and in accordance with UVM policy found at <http://www.uvm.edu/policies/travel/travel.pdf>.

[REDACTED]

Invoice Holdbacks

[REDACTED]. Travel expenses and technology fees, if any, are excluded from this Invoice Hold Back Amount

Upon completion of an applicable Approval Period, the Invoice Hold Back Amount shall be due and payable to us unless Client notifies us in writing on or before the end of such Approval Period that the Services provided by us (which are the subject of such Invoice Hold Back Amount) are not in conformance with this SOW. Client's notice will specify and detail the non-conformance and we will have a reasonable amount of time, based on its severity and complexity, to correct such non-conformance. Upon correction of such non-conformance by us, the applicable Invoice Hold Back Amount is due and payable to us.

For the avoidance of doubt, when the first Approval Period expires, the next Approval Period will commence on the same day regardless of whether Client agrees to pay the Hold Back Amount for the previous Approval Period or not. This rolling Approval Period shall continue as described above until completion of the Services under this SOW.

Project Holdbacks

[REDACTED]

[REDACTED]

† [REDACTED]

† [REDACTED]

[REDACTED]

[REDACTED]

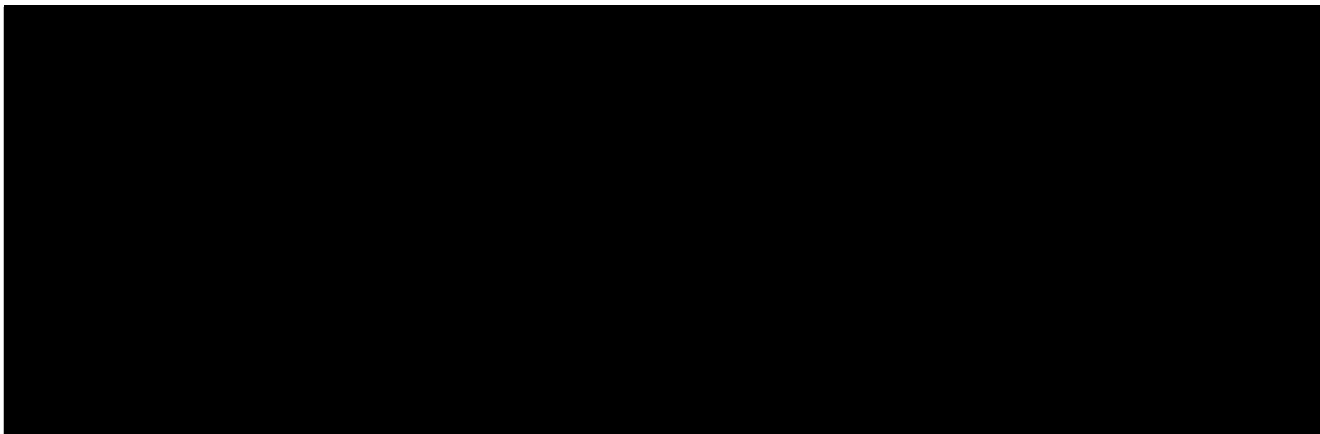
Your Responsibilities

In connection with our provision of services, the timely success of the project hinges on your ability to perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified in the Agreement and as set forth below.

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]



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. You will be responsible for any delays, additional costs, or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

Fees and Expenses



The budget for this scope of work is as follows:

Statement of Work Cost Summary		
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Payment Terms

Huron will submit itemized invoices, with a breakdown of time and materials and travel costs, 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.

[Redacted] Huron reserves the right to suspend services if



undisputed invoices are not timely paid, in which event Huron will not be liable for any resulting loss, damage or expense connected with such suspension. Huron shall send our bills 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

Additional Statements of Work

Huron agrees that any additional Statements of Work for Huron Click services only which are mutually agreed to and executed by UVM and Huron on or before December 31, 2022 will be billed at the rates in the table below. For purposes of clarity, such rates will only apply to Click services for work related to the modules in the Project which have not already been agreed to by the Parties under the Assumptions section in this SOW.

Level/Role	Huron Hourly Rate
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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.

ACKNOWLEDGED AND ACCEPTED:

HURON CONSULTING SERVICES LLC

UNIVERSITY OF VERMONT

Signed By:	
Print Name:	Philip J. Infurna Jr.
Title:	Managing Director
Date:	January 29th, 2018

Signed By:	
Print Name:	Richard H. Cate
Title:	VPP
Date:	1/31/18