



STATEMENT OF WORK

<<Created On>>

1. INTRODUCTION

1.1 REFERENCE

The title of this Statement of Work (“SOW”) is <<Client Name>> **Residency**. Its reference code is <<PlacementID>>.

Version Control

DATE	UPDATED BY	VERSION #
09/05/19		1.0

1.2 PARTIES

This Statement of Work is entered into by and between **SATIGO Ltd**, with a place of business 1 Poultry, Bank, London EC2R 8EJ ((“**SATIGO**”) and <<Client Name>> with a place of business at <<Client Address 1>>, <<Client Address 2>>, <<Client Address Town/City>> <<Client Address PostCode>> and is effective as of the date last signed below by the parties (“Effective Date”). The parties acknowledge and agree that this SOW is governed by SATIGO’s standard terms and conditions of trade, a copy of which is available on request. SATIGO reserves the right to sub contract part or all of the works described herein. In such circumstances, any reference to “SATIGO” applies also to sub-contracted suppliers.

The Customer’s attention is drawn to clause 11 of the terms and conditions of trade relating to Data Protection.

1.3 INFORMATION

The information contained in this SOW is of a confidential and proprietary nature and is submitted by SATIGO on the understanding that it will be used for evaluation purposes only. The copyright to this SOW is owned by SATIGO. No part of this SOW may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, including, without limitation, by electronic, mechanical, photocopying, recording or otherwise, without SATIGO’s prior written consent. Customer may store and transmit this SOW within its internal operations. All trademarks and product names used within this SOW are hereby acknowledged.

SATIGO endeavours to ensure that the information contained in this SOW is correct, and whilst every effort is made to ensure the accuracy of such information it accepts no liability for any error or omission in the same. Customer accepts that SATIGO has relied on information provided by Customer in production of this SOW and in the delivery of Services and SATIGO has no liability whatsoever resulting from the inaccuracy of this information.

It is the Customer’s responsibility to ensure that the Services determined under this SOW meet the relevant requirements of the Customer. It shall be the Customer’s responsibility to clarify with SATIGO, and to correct accordingly, any ambiguity relating to the Services.

In the event of conflict between the terms of this SOW and any terms of business already agreed between the Parties, this SOW shall take precedent in all respects.

1.4 CONTACT DETAILS

	<<Client Name>>	SATIGO
Name	<<Client Contact>>	<<Owner>>
Title	xxx	Client Relationship Manager
Telephone No.	+44 xx	+44 207 256 3210
Email Address	name@domain.com	carl.azzoo@satigo.com

1.5 DELIVERY LOCATION ("LOCATION")

The Services described in this SOW will be provided by SATIGO at the following delivery locations:

- <<Client Address 1>>, <<Client Address 2>>, <<Client Address Town/City>> <<Client Address PostCode>> or as agreed by Both Parties

2. SERVICES AND FEES

2.1 SERVICES OVERVIEW

SATIGO will provide the Customer with resource(s) that have the skills and capability to fulfil the Customer's requirements. The Customer will be responsible for the day to day management, direction and setting of activities and tasks for the resource(s).

2.2 PURCHASE ORDER VALUE AND TERM

Value £xxx (= number of days x charge)

Start Date <<Start Date>>

End Date <<Original End Date>>

Prior to commencement of any Services under this SOW, Customer shall issue to SATIGO a Purchase Order which authorises payment to SATIGO of the fees and expenses set forth in the following Schedule.

CUSTOMER'S PURCHASE ORDER MUST INDICATE THAT IT IS ISSUED PURSUANT TO THE TERMS OF THIS SOW.

2.3 ESTIMATED LEVEL OF EFFORT AND FEE SCHEDULE

The Client agrees to pay SATIGO's charges for the supply of Contractors as shall be notified to and agreed with the Client and set out in each Contractor Schedule. All prices are exclusive of VAT

2.4 TERMINATION

Both Parties may terminate this agreement with immediate notice in writing. Termination or expiry of this Agreement, however caused, shall be without prejudice to any obligations or rights of either of the parties which may have accrued before termination or expiry and shall not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

2.5 INVOICING

SATIGO will invoice Customer for Services performed under this SOW either on a monthly basis or upon completion of the Services, against approved weekly timesheets which will be payable within 30 days of invoice. The customer will have 48 hours to either query or to approve a submitted timesheet, after which the timesheet will be deemed to be automatically approved.

The fees specified in the Fee Schedule above are based upon the Services Overview and Role(s) stated in this SOW. The actual time (Days) required to fully accomplish the Customer's objectives may vary from these estimates. SATIGO will in no event be liable for any delay or underestimation of resource which may occur. If additional work by SATIGO is required, the parties may agree upon an extension to the Services. If Customer and SATIGO agree that SATIGO is to continue with the Services, Customer will provide SATIGO with an updated Purchase Order authorising additional funding to cover the additional Services and expenses.

2.6 OVERTIME RATES

For the purposes of this SOW, a reasonable professional week runs from Monday through Friday. Overtime rates are as follows: (a) Premium Hours: one-and-a-half times (1.5x) the daily rate for Services performed during a Saturday or Sunday, (b) two times (2x) the daily rate for services performed during Public and National holidays (as observed in the country in which Services are performed).

2.7 DELIVERY

The period of performance of Services hereunder will commence and end upon mutually agreed dates.

All Services will be performed during Normal Work Hours, with the exception of pre-approved overtime hours. "Normal Work Hours" shall mean the hours between 09:00 and 17:30 local time. Normal Work Hours do not include Saturday, Sunday, public holidays (as observed in the country in which the Services are performed). A "Normal Work Day" comprises of eight (8) hours during Normal Work Hours (exclusive of any applicable statutory rest periods). For the avoidance of doubt each working "Day" refers to a period of 8 hours or such hours as are reasonably requested by the client.

For Services pre-approved and performed outside Normal Work Hours or in addition to a Normal Work Day (overtime), SATIGO will charge overtime rates or in the case of time and material based Services, reduce the number of time and material days available by the applicable overtime rates. Overtime rates are as specified in Section 2.6 of this SOW.

3. CUSTOMER RESPONSIBILITIES & OBLIGATIONS

3.1 PROJECT MANAGER

Prior to the commencement of Services under this SOW, Customer shall nominate an on-site Project Manager to liaise with SATIGO at all times during the provision of Services under this SOW. Customer's designated on-site Project Manager will be required to assist in co-ordinating Customer's resources in a timely manner and shall act as the focal point for resolution of project related issues.

Customer shall ensure that the Project Manager has the authority to approve timesheets so that SATIGO can invoice for the Services delivered, as well as the authority to pre-approve overtime when required.

3.2 FACILITIES

Customer must provide SATIGO with all necessary co-operation, information and support that may reasonably be required by SATIGO for the performance of the Services including, without limitation, access to suitably configured computers, software products and applicable passwords, at such times as SATIGO requests. In addition, Customer must provide SATIGO personnel with access to all buildings, parking, phone systems, internet access, server rooms, and workstations, and will provide all necessary passes for access to such areas if work is required outside of Normal Work Hours. Customer must further provide access to a suitable conference room facility for meetings, interviews, and facilitated sessions during any on-site components of the engagement. Customer must provide a suitable test environment that is representative of server or workstation mix and platforms as appropriate.

3.3 INFORMATION

Customer must provide SATIGO with access to the following at all times: (i) materials and resources related to Customer's business and technical environment; (ii) software design documentation, current design diagrams, and other information required to deliver the Services; (iii) access to all operating systems and network and computing environments necessary to complete the Services. Where applicable, such access shall include various user accounts for relevant applications, as needed, to perform, by way of example, a penetration assessment. Customer must provide SATIGO licensed copies of and ensure up-to-date maintenance and support of all software products, including any software and / or hardware products, to be installed, implemented, used or accessed by SATIGO hereunder. Payment for, license, use and operation of all such products are the sole responsibility of Customer.

3.4 ENVIRONMENT

Customer shall ensure (or procure from SATIGO, as the case may be) that prior to the commencement of Services by SATIGO as specified in this SOW and continuing throughout the provision of Services, that: (i) all the necessary software products have been correctly licensed by Customer for all appropriate platforms (and all required versions) and the same are made available, in a timely manner, to SATIGO; (ii) the operating systems of all appropriate servers and computers will be at a level supported by the software products to be used; (iii) that the Customer environment, including the application and database environments, will be kept under change control and that the physical environment is stable and provides a viable environment for SATIGO to undertake the Services; (v) third parties such as Internet Service Providers have been made aware of any applicable testing that might be carried out by SATIGO.

4. SCHEDULE

RESIDENCY CODE:	<u><<PlacementID>></u>
NAME OF CONSULTANT:	<u><<Candidate>></u>
TERM:	means the period from <u><<Start Date>></u> - <u><<Original End Date>></u>
BILLABLE DAYS:	<u><<Number of Days>></u> Billable Days. Any working Day During the Term Chargeable to the Client that has a signed Timesheet from the Client or End Client
FEE:	means a variable sum in respect of the Services performed by the Supplier based upon a multiple of the Daily rate of <u><<Charge>></u> (plus VAT) and the number of days during which the Services are provided
NOTICE PERIOD:	The Client may by <u><<Notice Client>></u> terminate this agreement. The Contractor may by <u><<Notice Candidate>></u> terminate this agreement.
SERVICES:	means <u><<Job Title>></u>
PLACE OF PERFORMANCE:	<u><<Client Site Address 1>></u> <u><<Client Site Address 2>></u> <u><<Client Site Town / City>></u> <u><<Client Site PostCode>></u>
EQUIPMENT & INTELLECTUAL PROPERTIES:	It is the responsibility of the 'client' to ensure all equipment and 'intellectual properties' are returned to the client before the completion of the assignment. SATIGO shall not be held responsible if the client does not notify SATIGO within 24 hours of the completion of the assignment.

5. SOW ACCEPTANCE

AS WITNESS the hands of the duly authorised representative of the parties hereto the day and year first below written

Agreed to and accepted for and on
behalf of **SATIGO LTD**

Agreed to and accepted for and on
behalf of <<**Client Name**>>

Authorised Signature:

Authorised Signature:

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____