



**STATEMENT OF WORK – AVH003**

CUSTOMER PURCHASE ORDER REFERENCE -

**SERVICES AND COMPENSATION**

BETWEEN

**Open Text UK Limited (“OT”)**

and

**Animal and Plant Health Agency, formerly known as**

**Animal Health and Veterinary Laboratories Agency (“Customer”)**

For

**Kofax License server move and configuration change for SharePoint (“Project”)**

This Statement of Work is governed by and subject to the terms of the Professional Services Agreement between OT and Customer dated 8<sup>th</sup> November 2013(the “PSA”), and is made as of the 06 day of July 2023.

Date of Issue 06/07/2023

Version 1.4

1. Objectives to be Accomplished

OT and Customer agree that the following objectives should be met in order to successfully complete the Services:

- Move the license server and attached USB dongle from Windows 7 workstation to Windows 10 workstation and enable it.
- Change the setup of central Kofax server to allow non-domain admin access to the Kofax administration application
- Reconfigure existing Kofax Batch Classes and Document Classes to archive documents to SharePoint (No more than 7).

2. Scope of Services/Deliverables

OT will render to Customer a fixed price package of the following Services and Deliverables:

Please note that associated services estimates are based upon OT Services delivery of projects similar in nature. Detailed requirements specific to the Customer, determined through the delivery of services, may result in changes to deliverables and/or estimates. Any change in the anticipated scope, tasks, or deliverables will be mutually agreed upon by the parties in writing prior to initiating the change, following OT’s standard Change Request procedures.

In consideration of the High-Level Objectives above, the Customer will engage OT in a Fixed Fee Project. As a further definition of Scope, the following in-scope activities (“In”) are included in the Project and the following out-of-scope activities (“Out”) are excluded from the Project:

“In” Scope:

- Project Initiation  
Phase 1

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- Move the license server and attached USB dongle from Windows 7 workstation to Windows 10 workstation and enable it.
- Change the setup the of central Kofax server to allow non-domain admin access to the Kofax administration application.

## Phase 2

- Discovery & Design
  - Review requirements with Customer
  - Review and agree on the design with Customer, the design would include
    - Repository architecture
    - Upload mechanism
    - Changes to Document Classes
    - Server changes
    - Version upgrade
- Build/ Test in Non-Prod env or in Prod as a parallel setup
  - Reconfigure existing Kofax Batch Classes and Document Classes to archive documents to SharePoint (No more than 7)
  - Make required changes to the Server
  - Document changes to Batch and Document Classes made to support archival to SharePoint
  - Unit testing of reconfigured Batch Classes and Document Classes
  - UAT (User Acceptance Test) support and fixes (limited to a maximum of 2 weeks duration)
- Production rollout Go Live Support
- Project Management
  - Project kick-off
  - Project planning and coordination of OT resource scheduling
  - Project reporting

## “Out” of Scope:

- Upgrade of Kofax software
- Training
- Creating and executing UAT test scripts, which will be done by Customer
- Anything not covered under “In” Scope

## Deliverables

- Phase 1
  - License server and attached USB dongle from Windows 7 workstation moved to Windows 10 workstation.
  - The setup the of central Kofax server is changed to allow non-domain admin access to the Kofax administration application
- Phase 2



- Reconfiguration of existing Kofax Batch Classes and Document Classes to archive documents to SharePoint (No more than 7).
- Document describing the changes made to the Batch and Document Classes made to support archival to SharePoint
- UAT support is delivered as required over the UAT period (limited to 2 weeks duration).
- Go-live support (limited to a maximum of 16 hours over 1 week period)

### Project Change Control Procedure

In the event a change in scope is requested during the delivery of this service, the following change control process will be used.

- A written description of the changes (Change Request) will be prepared jointly by Customer and OT.
- The document will describe the change, the rationale for the change, and specify any change in the charges, estimated schedule, or other terms.
- The Change Request shall indicate the detailed cost and any impact of the change request upon the planned deliverables and their respective timelines.
- Both Customer and OT must sign the Change Request to authorize the implementation of proposed changes.

The terms of a mutually agreed upon Change Request will prevail over those of this Agreement or any previous Change Request.

### 3. Acceptance

Deliverables will be accepted according to the Acceptance Criteria specified in the payment table in Section 7.

Customer must raise any issues with Services and Deliverables within 5 working days of receipt by Customer otherwise such Services and Deliverables will be deemed to be accepted. In the event that Services or Deliverable are not accepted by Customer, OT will be given two opportunities to remedy the defect and resubmit the Deliverables, with each cycle of remedy not to exceed 5 working days unless mutually agreed by the parties.

At the end of such process, the Customer's potential remedy in connection with any Services or Deliverables which the Customer does not consider Accepted will be under the warranty provisions of Section 3 (Limited Warranty) of the PSA. Nothing in the foregoing is intended to limit or prejudice in any way Section 4 (Service Fees and Expenses) or Section 3 (Limited Warranty) of the PSA.

### 4. Customer's Obligations and Assumptions

- The Kofax software is installed on Windows 10 workstations.
- Customer will provide all necessary software and licenses. OT will provide the necessary Kofax SharePoint Release Script.
- Customer responsible for verifying Kofax and SharePoint version compatibility.
- No Upgrade to Kofax or SharePoint is included in the effort.
- Customer is responsible for creating necessary metadata configuration in SharePoint for Kofax to use.



- Customer is responsible for creating the necessary folder structure in SharePoint for Kofax to use
- SharePoint metadata configuration should match the metadata configuration used in LiveLink
  - If possible same category and attribute naming convention
  - Attribute data type and lengths should match
- Folder Structure in SharePoint should match or be similar to those in LiveLink
- Customer must provide a user with admin access to SharePoint for Kofax to use to log in and archive content to SharePoint.
- Customer must provide a SharePoint user with appropriate access to use for testing to verify Kofax is archiving the documents correctly.
- Only published Batch classes and Document classes are included in this effort.
- OpenText is only responsible for implementing the SharePoint Release script and configuring it to release/archive documents to SharePoint. Any internal scripting related to the release of the documents, is the responsibility of the Customer.
- Customer is responsible for creating and executing the UAT tests scripts
- The Customer shall make available required Customer resources for meetings, workshops and reviews as reasonably requested between the OT Project Manager and the Customer Project Manager.
- Customer will supply all relevant background information as required.
- Customer will not unduly delay the completion of Customer tasks that are critical to the delivery of OT tasks. Documents presented to Customer for review will be returned to OT either accepted or with reasons for non-acceptance within 3 working days or otherwise deemed acceptable.
- As all work is expected to be delivered remotely, Customer will provide remote access to the required system either directly or through a screen-sharing session.
- In case the OT resource cannot get direct access to the systems, Customer will arrange screen-sharing sessions run by their resource and execute commands on the system as provided by the OT resource.

5. Contact

OT's principal Customer contact (the "Customer Contact Person") is as follows:

Name: [REDACTED]

Customer's principal OT contact is as follows:

Name: [REDACTED]

Title: Client Director, Professional Services

Address: Open Text UK Ltd, 420 Thames Valley Park Drive, Thames Valley Park, Reading, Berkshire, RG6 1PT, England

Phone: [REDACTED]

Fax: [REDACTED]



6. Term

The period of performance ("Term") of this Exhibit shall be from 10 July 2023 through 03 Dec 2023 unless terminated earlier under the provisions of Section 5 of the PSA.

7. Service Fees and Expenses (Payment Schedule)

7.1 Deliverables will be deemed accepted and ready for invoicing upon successful completion of the Acceptance Criteria as follows and in accordance with the Acceptance procedure as defined in Section 3 above:

Payment Milestone (MS) Ref	Services Work Package (WP#)	Acceptance Criteria and Deliverables	% Of Service Fee	Service Fee in GBP £
MS1	Professional Services Project Booking	Open Text has received the signed Statement of Work (#AVH004) and corresponding Purchase Order (PO)	██████	██████
MS2	Phase 1: Moving the license server and the attached USB dongle to the Windows 10 workstation.	License server and attached USB dongle from Windows 7 workstation moved to Windows 10 workstation.	██████	██████
MS3	Build: Reconfigure existing Kofax Batch Classes and Document Classes to archive documents to SharePoint (No more than 7) and perform unit tests	Kofax batch classes and document classes are configured to archive documents in SharePoint  Changes are documented and the document is issued to Customer	██████	██████
MS4	User Acceptance and Go Live Support	OpenText has provided UAT Support to Customer for a maximum period of 2 weeks  One week of Go Live support is delivered to Customer.	██████	██████
<b>TOTAL Professional Service Fees Excluding Taxes</b>			<b>100%</b>	<b>37,900.00</b>

All fees are exclusive of expenses and Value Added Tax.

7.2 All work will be completed during normal business hours unless agreed otherwise. Requests to work outside the standard day can be considered but may result in a variance in fees, which would be managed as a controlled change to this Statement of Work.

7.3 Services will be invoiced at the end of the month in which they are accepted according to Section 4 of the PSA.



7.4 Unless otherwise provided below, Customer shall reimburse OT for expenses as provided in Section 4 of the PSA.

7.5 As all work is expected to be delivered remotely, travel, living, and out-of-pocket expenses are estimated at £500.

Air, rail, underground, taxi and bus fares will be procured at the most economic rate.

Mileage is to be charged at £0.45 per mile.

Subsistence is not to exceed £45 per day.

Accommodation is not to exceed £165 per night.

Invoices for expenses shall follow the requirements of Section 4 of the PSA. An itemised account per consultant will document the following line items if applicable:

- All air fares
- Total travel including rail, underground, taxi, bus fares and parking
- Total mileage costs
- Total and average daily subsistence costs
- Total and average accommodation costs

As long as expense costs fall within these agreed limits no receipts will be sent with the invoices.

7.6 Notwithstanding the above, this Exhibit has a fixed amount of **£37,900.00** for services, and an estimated £500 for expenses, a total estimated amount of **£38,400.00**

7.7 Invoices for Services provided shall follow the requirements of Section 4.3 of the PSA and shall be sent to the attention of the Customer contact person unless otherwise specified by the Customer.

7.8 Customer may cancel or reschedule agreed dates for Services without charge if written notice of the cancellation or rescheduling is received by Open Text at least ten (10) business days prior to such cancellation or rescheduling taking effect; otherwise, Customer shall pay Open Text for the cancelled or rescheduled days for each scheduled Open Text resource.

Notwithstanding the foregoing sentence, if Customer changes or reschedules Services after travel arrangements are made, Customer shall promptly reimburse Open Text for all non-cancelable expenses, including without limitation airfare.

## 8. Activity Reports

OT consultants shall produce weekly activity reports. The Customer Contact Person shall review these reports and raise any issues/discrepancies within three (3) days of receipt.



This Exhibit A, Statement of Work, is accepted by each of the parties as of the date herein:

Animal and Plant Health Agency  
Weybridge Library  
Woodham Lane  
New Haw  
Addlestone  
Surrey  
KT15 3NB

Open Text UK Ltd  
420 Thames Valley Park Drive  
Thames Valley Park  
Reading  
Berkshire  
RG6 1PT

For and behalf of the Buyer:

For and behalf of the Supplier:

