

*Ofwat + Midland HR
2208 - Customer*

STATEMENT OF WORKS

This Statement of Works is as between the following parties;

1. Customer name ("Customer")

Customer name	Water Services Regulation Authority - Ofwat
Registered office is at	Centre City Tower, 7 Hill Street, Birmingham B5 4UA

2. Sub-Contractor Name ("Sub-Contractor")

Sub-Contractor name	MidlandHR Software Ltd
Registered office is at	Peterbridge House, The Lakes, Northampton, NN4 7HB

3. Insight ("Insight")

Insight	Insight Direct (UK) Ltd
Registered office is at	The Technology Building, Insight Campus, Terry Street, Sheffield, S92BU

This Statement of Works is governed by the terms of the Call Off Contract to the Framework Agreement specified below as between the Customer and Insight and the terms of the Partner Agreement as between Insight and the Sub-Contractor. In the event of a conflict between the terms of this Statement of Works and the attachments, the terms of this Statement of Works prevail.

Framework Agreement – Call Off Contract	RM1042 Corporate Software Solutions
Commencement Date	01/08/2017
Customer Purchase Order (if applicable)	
Term	01/08/2017 - 31/07/2020 with option to extend for the following end dates – period 2 – 31/07/2021, period 3 - 31/07/2022
Site(s)	Hosted solution
Insight Legal Workflow Ref:	2208
Insight Contract Manager:	

1. Deliverables [tick if applicable]

	Yes	No
Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Third Party Software	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintenance and/or Support	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Installation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Consultancy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Training	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Other (please specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hosted solution	<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. Scope of Services

Please provide description of services

The project is regarding the supply and maintenance of a hosted HR system, iTrent software is to be used as detailed in the tender response document completed by Insight, the proposal submitted by Insight in collaboration with Midland HR and the statement of requirements as provided by OFWAT in their ITT as part of the competition process and completed by Insight and MidlandHR.

Appendix A contains the following documents that pertain to the project

1. Service level agreement
2. Customer order form, detailing modules purchased and payment terms
3. Professional services schedule
4. Third party alliances schedule
5. OFWAT proposal
6. ITT document
7. Draft Implementation plan

Implementation plan

The delivery live services will be agreed between OFWAT and MidlandHR, a draft plan is attached in Appendix A.

MidlandHR and OFWAT will produce a mutually agreed project plan to support the go live date of end Nov 2017 within 30 days of the project initiation meeting.

This is a hosted solution so MidlandHR Software will be doing disaster recovery for the solution, details in attached SLA I Appendix A.

3. Assumptions

List standard assumptions, as applicable;

- Unless specified this Statement of Works does not include any electrical, network or external communications infrastructure cabling specification or installation.
- All such cabling and associated sockets should be in their correct location and tested by the Customer prior to the equipment installation date.
- An adequate area must be set aside for the engineer to complete his work, and all agreed equipment locations will be final and adequate power sockets must be available.
- No additional work will be undertaken if not included on this Statement of Works.

- Under no circumstances will the equipment be released or the Customer given access to the equipment, until Insight has finished the installation.
- Any existing equipment belonging to the Customer being utilised or connected must be fully operational and virus free, and fully accessible to the engineer during the installation.
- Delays on site caused by faulty equipment, not supplied by Insight, services not being ready, or access restrictions may incur additional charges.
- Customer must have all relevant licences and suitable environment to accommodate the services.

Are there any additional assumptions? Yes No

If yes, please provide details

None

4. Acceptance Test Criteria

Identify acceptance-testing criteria (if applicable)

None yet identified to be done as part of the implementation plan.

5. Payment Terms

Payment shall be made in accordance with the relevant payment schedule, as attached in Appendix B.

Customer - **Payment Schedule A**

Sub-Contractor - **Payment Schedule B**

6. Attachments – [tick if applicable]

All attachments are attached/embedded in **Appendix A** below.

Implementation Plan	<input type="checkbox"/>
Maintenance & Support Schedule	<input checked="" type="checkbox"/>
Payment Schedule	<input checked="" type="checkbox"/>
End User Licence Agreement (EULA)	<input type="checkbox"/>
Other - please provide description below	
Invitation to tender for: Ofwat's HR Information System	<input checked="" type="checkbox"/>
Example Project Plan	<input checked="" type="checkbox"/>

Annex 1. Security Policy	<input checked="" type="checkbox"/>
Professional Services Schedule	<input checked="" type="checkbox"/>
Third Party Alliances Schedule	<input checked="" type="checkbox"/>
Expenses policy	<input checked="" type="checkbox"/>

Signatures

This Statement of Works may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Quote Reference (if applicable)	
Insight Legal Workflow Ref:	2208
Insight Contract Manager:	[REDACTED]

1. Customer

For and on Behalf of	Water Services Regulation Authority - Ofwat
Authorised signature and date:	
Signature	[REDACTED]
Name	M. RANDALL
Date	31.7.17

2. Sub-Contractor

For and on Behalf of	MidlandHR Software Ltd
Authorised signature and date:	
Signature	[REDACTED]
Name	[REDACTED]
Date	[REDACTED]

3. Insight

For and on Behalf of	Insight Direct (UK) Ltd
Authorised signature and date:	
Signature	[REDACTED]
Name	[REDACTED]
Date	31.07.17

Appendix A – Attachments

<p>Invitation to tender for: Ofwat's HR Information System</p> <p> Insight_MHR Response - HR Syste</p> <p>Email clarifications</p> <p> OFWAT Clarification emails.zip</p>	<p>Example Project Plan</p> <p> OFWAT - Example project plan V2.pdf</p>	<p>Professional Services Schedule</p> <p> OFW-510 MHR Professional Service:</p>	<p>Third Party Alliances Schedule</p> <p> OFW-510 MHR Third Party Alliances</p>
<p>Service level agreement</p> <p> OFWAT Standard SLA_Hosting Service</p>	<p>Annex 1. Security Policy</p> <p> Information Security policy.docx</p>	<p>Expenses policy</p> <p> Expenses.docx</p>	

Appendix B – Payment Terms

<p>Payment Schedule A</p> <p> PAYMENT SCHEDULE A CUSTOMER templat</p>	
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