

STATEMENT OF WORK TEMPLATE

THIS STATEMENT OF WORK ('SOW') applies from the Commencement Date:

Between:	<ol style="list-style-type: none"> 1) Unilever, as further identified in the SOW Details Sheet; and 2) Supplier, as further described in the SOW Details Sheet.
	Each a Party and together the Parties .
Background:	<ol style="list-style-type: none"> A. Unilever wishes to receive certain Goods and/or Services from the Supplier under an existing Framework Agreement. B. This SOW provides for the supply of those Goods and Services, as identified below.

Binding Contract:

- 1) This SOW shall, once signed by the Parties, create a binding contract between the Parties incorporating and subject to the terms of the Framework Agreement (including its annexes).
- 2) Terms defined in the Framework Agreement shall have the same meaning when used in this SOW and vice versa.

SOW Details Sheet:

SOW number	<i>[insert SOW number];</i>
Commencement Date	<i>[insert date that the supply of the Goods/Services commenced, or if not yet commenced, the date of entry into this SOW];</i>
Unilever	<i>[insert legal name of UL entity signing this SOW],</i> with its registered or primary business address at <i>[insert registered address or other primary business address];</i>
Supplier	<i>[insert legal name of Supplier signing this SOW],</i> with its registered or primary business address at <i>[insert registered address or other primary business address];</i>
Framework Agreement	<i>[insert Framework Agreement contract number, date and parties to Framework Agreement];</i> Note: Prior to entering into this SOW, the Parties must confirm that the Framework Agreement has not expired or terminated.
SOW Term	<i>[insert the period during which the Goods/Services will be supplied];</i>
Goods	The Goods as identified in the Goods Description; In addition, any reference to Goods in the terms of this SOW also includes the deliverables of a Service, unless the context of the provision cannot allow that interpretation;
Goods Warranty Period	<i>[insert duration of any specific warranty period for the Goods, including any particular conditions of that warranty];</i>

Note: This is subject to any minimum warranty period specified in the main terms or any Annex, unless expressly confirmed here as varying those periods.

Services

The Services as set out in the Services Description;
 Any reference to the Services should be read as including reference to the provision of any deliverables specifically identified in this SOW or which are otherwise in the scope of the Services.

Territory / Delivery Locations

[insert countries/regions where the:
 • *Services will be carried out; and/or*
 • *Goods are being delivered plus where they are expected to be used];*
 (worldwide with respect to internet/online);

Service Levels / Service Credits

Service Levels

Service Level Measure	Service Level	Termination Threshold Level
[•]	[•%]	[•%]
[•]	[•%]	[•%]
[•]	[•%]	[•%]

Service Credits

[insert details of Service Credits regime];

Delivery Schedule / Lead Times / Milestones / Key Dates

[insert any required delivery schedule, milestones/key contracted dates, and what they apply to];

Delivery Criteria / Tests

[insert any specific acceptance criteria and tests for deliverables];

Pre-Agreed Delay Payments

[insert details of applicable pre-agreed delay payments];

Charges

[insert details of the charges payable.
Should indicate any right to recover expenses.];

Termination for Convenience Period

[insert notice period for permitted termination for convenience (i.e. without additional cause), including any permitted termination points for placed orders];

Governance (Meetings / Reports)

[insert any supplementary/specific governance meeting and reporting requirements];

Variations:

Except for those specific subjects where the Framework Agreement provisions expressly state that a varied position may be set out in a SOW, other variations from the Framework Agreement terms

only apply to the extent expressly set out in the: (i) Local Law; and (ii) Purchase Specific sections below.

Local Law

[insert locally applicable legal and policy requirements];

Purchase Specific

[insert purchase specific variations from the terms of the Framework Agreement];

Note: Any variation from Framework Agreement terms will only be binding where written confirmation has been provided by the Unilever *[insert role]* that such terms may apply in respect of this identified SOW.

The Parties will **sign below to confirm agreement with the terms of this SOW.**

This SOW may be **signed in counterparts**, each of which when taken together are one and the same instrument:

Sign
here

Sign
here

For Unilever

For the Supplier

Print name:
Job Title:
Place:
Date:
Address for Notices:

Print name:
Job Title:
Place:
Date:
Address for Notices:



Goods Description

[insert the details of the Goods (including hardware) to be provided. This may be by reference to proposal documents – provided such documents have been suitably reviewed for contract/commercial impact.]



Services Description

[insert the details of the Services. This may be by reference to proposal documents – provided such documents have been suitably reviewed for contract/commercial impact.]



Data Processing Information

1. NATURE AND PURPOSE OF THE PROCESSING:

The context for and purposes of the Processing of Unilever Personal Data is the Supplier's provision of Goods and/or Services, as further identified in the Statement of Work. **[This, in particular, includes the following specific Processing activities: *[insert any specific agreed Processing activities]*]**

1. DURATION OF PROCESSING:

Processing of the Unilever Personal Data by the Supplier shall be for up to the period of the Statement of Work and following termination or expiry as required to comply with deletion/return obligations.

2. PERSONAL DATA IN SCOPE:

The Supplier may Process the following types/categories of Personal Data:

[insert types of data relevant to the specific activities/services being performed/delete any which are not relevant and add any other relevant ones where applicable]

- **[personal details][contact details][family details][lifestyle and social circumstances][financial or payment details][employment information][marketing information][data analytics][images or video][other]**

[Special categories of Personal Data and Personal Data relating to criminal convictions and offences, consisting of:

- **[physical or mental health data][genetic data or biometric data][criminal offences or other data relating to alleged offences and proceedings][racial or ethnic group information][religious or philosophical beliefs][trade union membership][sex life or sexual orientation]**

3. PERSONS AFFECTED (DATA SUBJECTS):

The group of Data Subjects affected by the Processing of their Personal Data consists of:

[insert relevant types of data subjects whose personal data is being processed/delete any which are not relevant and add other relevant ones where applicable.]

- **[customers and clients][employees and staff][suppliers or contractors][consultants or other professional experts][research participants][children (13 or under)][other]**

4. PERMITTED SUBCONTRACTORS AND TRANSFERS:

The authorised subcontractors and/or transfers of Unilever Personal Data are set out in the table below:

Name and Services (Name and registered address of Supplier entity or subcontractor, with brief description of corresponding activities)	Location/Transfers (Location where entity will Process the Unilever Personal Data. Indicate where and from whom transferred, where relevant)	Mechanism (Agreed mechanism for ensuring any transfer is compliant with Data Protection Laws)
[Insert details]	[Insert details]	[Insert details]

5. SPECIFIC RESTRICTIONS AND INSTRUCTIONS:

The Supplier shall comply with the following when Processing Unilever Personal Data:

- [Processing of Unilever Personal Data shall occur only at the following [Supplier/Unilever] locations [insert details].]
- [Unilever Personal Data **OR** [specify specific types of Unilever Personal Data] shall only be Processed by the Supplier and/or transferred to a subcontractor in [anonymised/pseudonymised] format [and the Supplier shall not (and shall procure that any subcontractor shall not) re-identify individuals from [anonymised/pseudonymised] data.]]
- [Unilever Personal Data relating to [insert] shall not be transferred by the Supplier or a subcontractor outside [insert] except where [insert additional restrictions on transfers].]
- [Insert relevant restrictions and delete above if not relevant.]

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## SOW SUPPLY SPECIFIC SUPPLEMENTS

[Note for template users: The following supplements will be added to the above base SOW template but only for those supply types agreed under the terms of the applicable Framework Agreement.]

### Hardware Purchase

|                        |                                                                                              |
|------------------------|----------------------------------------------------------------------------------------------|
| Hardware User Training | <i>[insert details of what user training will be provided and on what commercial basis];</i> |
|------------------------|----------------------------------------------------------------------------------------------|

### IT Services

|                                 |                                                                                                                                                                                                                                                                                             |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IT Service Output Specification | <i>[insert details of the required outputs of the IT Services, including software specifications and details of other deliverables];</i>                                                                                                                                                    |
| IT Services Key Personnel       | <i>[identify any specific Supplier personnel that are required to be involved in the performance of the Services, including the roles they are required to perform and any applicable timing for their involvement (e.g. 'During entire Service period' or 'During testing phase' etc);</i> |

### Maintenance Services

|                                     |                                                                                                                                 |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Maintained Systems                  | <i>[insert details of the systems (software and/or hardware) to be maintained and supported under the Maintenance Service];</i> |
| Maintenance Replacement Parts/Units | <i>[insert details of the basis on which replacement parts/complete units are provided as part of the Maintenance Service];</i> |
| Maintenance Updates and Upgrades    | <i>[insert details of the basis on which updates and upgrades are provided as part of the Maintenance Service];</i>             |

### SaaS

|                          |                                                                                                                                                                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SaaS Maintenance Windows | <i>[insert agreed periods for planned maintenance – downtime during these windows will not count as unavailability for the purposes of applicable Service Levels];</i>                                                                                     |
| SaaS Recovery Measures   | <i>[insert details of any specific resilience or disaster recovery measures the Supplier must ensure to provide, including committed times/parameters for data recovery in the event of system loss or similar impact];</i>                                |
| SaaS Specification       | <p><i>[insert functional description of SaaS platform];</i></p> <p>The Specification includes the following:</p> <p><b>Environments:</b> All environment forms of the SaaS Platform are made available for access and use – including TEST/DEV/QA/PROD</p> |



|                                  |                                                                                                                                                                                                                                                                                                                                                                                   |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | <p><b>API:</b> Without limitation, API integration end points are included for the following:</p> <p><i>[Insert]</i></p> <p><b>Compatibility:</b> Without limitation, access and use of the SaaS Platform is mobile and tablet compatible;</p> <p><b>Minimum system requirements:</b> The minimum system requirements for access and use are:</p> <p><i>[insert/identify]</i></p> |
| SaaS Subscription Start Date     | <i>[insert date from which authorised users may access the SaaS];</i>                                                                                                                                                                                                                                                                                                             |
| SaaS Subscription Term           | <p><i>[identify SaaS subscription period]</i></p> <p><i>[include details of any basis for renewal];</i></p> <p>Note: See <i>Termination for Convenience Period and Charges</i> section of this SOW for any supplementary information concerning early termination.</p>                                                                                                            |
| SaaS Update/Upgrade Arrangements | <i>[clarify if there are costs associated with platform updates/upgrades (generally no costs will apply) and whether Unilever has the right to continue to still be provided with access to older versions, including receiving related support];</i>                                                                                                                             |
| SaaS Usage Limits                | <p><i>[Include details of any limits on use of the SaaS, such as:</i></p> <ul style="list-style-type: none"> <li>• <i>user volume restrictions; and/or</i></li> <li>• <i>restrictions on use in specified countries];</i></li> </ul>                                                                                                                                              |
| SaaS User Training               | <i>[insert details of what user training will be provided and on what commercial basis];</i>                                                                                                                                                                                                                                                                                      |

## Software Licensing

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Format for Provision of Licensed Software | <i>[insert details of how and in what technical format the software will be made available];</i>                                                                                                                                                                                                                                                                                                                           |
| Licensed Software                         | <p><i>[identify the Software being licensed – include reference to functional specification or similar description where practical];</i></p> <p>The Supplier must provide Unilever with access to at least 4 backwards compatible versions of the Licensed Software and continue to offer support (at no uplift to the existing agreed support charges) in relation to those prior versions, if requested by Unilever.</p> |
| Licensed Software Period                  | <i>[insert licensed software period];</i>                                                                                                                                                                                                                                                                                                                                                                                  |
| Licensed Software Specification           | <i>[insert functional description of SaaS platform];</i>                                                                                                                                                                                                                                                                                                                                                                   |
| Licensed Software Usage Limits            | <i>[insert any agreed limits on use of the Software – e.g. territorial or user numbers];</i>                                                                                                                                                                                                                                                                                                                               |

