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”, “Customer”, “you” or “your”) and Huron Consulting Services LLC (“Huron”, “we”, “us” or “our”).

Subject to the terms of the Agreement, Huron shall provide to Customer the following services pursuant to this SOW:

Objectives and Scope

This Statement of Work provides for consulting services to Customer related to the enhancement of the Huron Research Software Suite Safety software product.

Huron and UVM will partner together to complete the major scope items describe in the table below:

<table>
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<th>Major Scope Items</th>
<th>Upon Completion</th>
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| Enhance the Safety product to accommodate the Controlled Substances business processes at UVM | • Update smartform views as necessary to account for additional questions related to Controlled Substances  
• Setup a Controlled Substances Committee and meeting schedule within the software |

Our Services

Your Responsibilities

1. Provide overall project management for managing scheduling, prioritization, cost and schedule tradeoffs, change control, and design decision.
2. Provide project governance by establishing an executive sponsor group/committee that will periodically review the project and provide guidance as needed.
3. Orchestrate the involvement of the appropriate subject matter experts (functional and technical) as needed.
4. Develop and execute test plans and test catalog.
5. Provide training as needed to end users including Department Reviewers
6. Make reasonable attempts to eliminate customizations and extensions to closer align with the delivered Huron software products

Engagement Assumptions

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

1. Customizations may be required to the software to accommodate the scope of work. Customizations are the responsibility of UVM to reimplement during future software upgrades. Huron will provide detailed steps, instructions, documentation, and training to the UVM technical team to be able to accomplish future deployment of re-implementation requirements.
2. UVM will be responsible for any business process changes as it relates to this scope of work.
3. UVM technical resources from the Sponsored Programs Administration office will be available to assist in the completion of the scope items.
4. Huron travel will not occur as part of this project and Huron will perform all work remotely.
5. The duration of the project is estimated at approximately 6 weeks.

The successful delivery of our services, and the fees charged, are dependent on (i) your timely and effective completion of your responsibilities, (ii) the accuracy and completeness of the assumptions set forth below, and (iii) timely decisions and approvals by your management. You will be responsible for any delays, additional costs, or other liabilities caused by any deficiencies in the assumptions or in carrying out your responsibilities.

**Fees and Expenses**

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<th>Level/Role</th>
<th>Rates</th>
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Based on the scope and approach described above, Huron professional fees for this project are estimated to be **$120,000**.

Out of pocket expenses (including transportation, lodging, meals, supplies, etc.) are estimated to be none.

Technology related expenses (including mobile phones, mobile internet access, databases, routine copying, faxing, printing, etc.) will be charged at a rate equal to 1% of professional fees.

**Payment Terms**

Huron will submit itemized invoices, with a breakdown of time and materials and technology expenses, 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.

We reserve the right to suspend services if invoices are not timely paid, in which event we will not be liable for any resulting loss, damage or expense connected with such suspension. We understand that our bills should be sent electronically to:

Brian Prindle, Executive Director for Research Administration
Brian.Prindle@uvm.edu

With a copy to:
Lynn Tracy, Project Manager
Lynn.tracy@uvm.edu
**Business Terms**

The terms and conditions of the Agreement apply to this engagement. Please indicate your agreement to these arrangements 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:**

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<th>HURON CONSULTING SERVICES LLC</th>
<th>UNIVERSITY OF VERMONT</th>
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<tbody>
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<td><strong>Signed By:</strong></td>
<td><strong>Signed By:</strong></td>
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Signed By: Claire Burlingham
Print Name: Philip Inurna
Title: Managing Director
Date: 11/23/2020