

STATEMENT OF WORK NUMBER [X]

1. **Terms and Conditions.** This Statement of Work (“SOW”) is governed by and by this reference incorporates the Professional Services Terms and conditions set forth in Schedule 5 of the Open Science Platform and Services Agreement (the “Agreement”) between **SURFmarket B.V.** and **Elsevier B.V.** (“Elsevier”) dated 15 May 2020 (the “Terms”). Capitalized terms used herein that are not otherwise defined will have the meanings ascribed to them in the Terms. This SOW concerns access to and testing Data Monitor and is entered into between **[Institution]** (“Institution”) and **Elsevier B.V.** (“Elsevier”).
2. Institutions and Elsevier agree to abide to the Collaboration Principles laid down in Section 1.2 of the Terms.
3. **Commencement and Duration of this SOW.** This SOW shall come into force on the date on which it has been signed by both parties and shall continue in force until 31 December 2024, unless extended in writing by the parties or unless terminated earlier by the Institution by giving a sixty (60) *days* notice in writing.
4. **Acceptance Steering Committee.** This SOW can only enter into force after approval of the Steering Committee. The Service may only proceed after approval of the Steering Committee (as per the ‘Governance Structure’ in Schedule 5.1 of this Agreement).
5. **Services.** Elsevier and participating Institutions shall perform a Service and provides a Deliverable(s) in accordance with the following agreed specifications, acceptance criteria, time schedule and other relevant terms as may be set out herein.

5.1 ***Description of the Pilot Service***

Elsevier shall [please include a description of the pilot service to be provided by Elsevier].
Institutions shall [please include a description of the services to be provided and the responsibilities to be performed by participating Institutions].

5.2 ***Description of the Deliverable(s)***

Elsevier shall provide the following specific Deliverable(s) under this SOW:

Name	Description
[name Deliverable]	[describe Deliverable]

5.3 ***Specifications***

The Service and Deliverable(s) under this SOW shall comply with the following specifications:

Name	Description
[name of Specification]	[describe Specification]

5.4 ***Acceptance Criteria***

The Acceptance Criteria are that the pilot Service and the Deliverable(s) must comply with all the specifications and all the requirements of this SOW, the Terms and other parts of the Agreement. [Additional Acceptance Criteria are as follows: [list].]

5.5 ***Time Schedule***

The Services and the Deliverables shall be provided according to the following time schedule, or as may be adjusted by agreement in writing between the parties:

Date or Time Period	Description of Stage or Milestone
[insert fixed date or time period, e.g. within 2 weeks of start of SOW, or e.g. 15 working days after delivery of first deliverable]	[describe stage or milestone to be reached, e.g. completion of first full draft of design, or e.g. acceptance testing period for first deliverable]

5.6 **Location**

In general the Services shall be performed by Elsevier at its premises. If so required, Elsevier shall attend such meetings at Institutions' premises as may be required for the efficient performance and delivery of the Service and the deliverable(s).

5.7 **Named Personnel**

Elsevier and participating Institutions shall use its best endeavours to ensure that the following named individuals shall perform the Services and Institutions' responsibilities, respectively, but each of Elsevier and these Institutions may substitute other personnel for such individuals provided that it has notified and agreed this in advance in writing with the other party.

[If applicable, please insert name(s) of named personnel]

5.8 **Other Details**

[Insert any other details if applicable]

6. **Acceptance for Deliverables.**

6.1 For any Deliverables, such Deliverables provided shall be checked by participating Institutions and Elsevier for compliance with the agreed specifications. Elsevier and participating Institutions shall use reasonable efforts to modify the rejected Deliverable so that it meets the applicable specifications, and deliver the modified Deliverable for checking.

6.2 If the parties fail to modify a Deliverable that has been rejected so that it meets the specifications within the period specified in the applicable rejection notice, the parties may, at its option:

6.2.1 terminate:

- (a) the applicable Deliverable;
- (b) the applicable SOW;

6.2.2 perform additional corrections to the Deliverable or component thereof within a specified extended period; or

6.2.3 accept the Deliverable despite its deficiencies.

7. **REPORTING.** WITHIN [XX] DAYS AFTER THE END OF EACH MONTH, THE PARTIES WILL PROVIDE A FULL AND ACCURATE REPORT TO THE STEERING COMMITTEE SUMMARIZING ALL SERVICES ACTIVITIES PERFORMED THAT OCCURRED DURING SUCH MONTH.

8. **REVIEW MEETINGS.** IF REQUESTED BY THE STEERING COMMITTEE, APPROPRIATE PERSONNEL WILL PARTICIPATE IN FORTNIGHTLY STATUS REVIEW MEETINGS, WHICH MAY BE CONDUCTED BY TELEPHONE OR AT SUCH TIMES AND LOCATIONS AS MAY BE REASONABLY SPECIFIED. THE MEETINGS WILL BE FOR THE PURPOSE OF REVIEWING THE PERFORMANCE AND PROGRESS HEREUNDER AND DISCUSSING AND RESOLVING ANY PROBLEMS BETWEEN THE PARTIES. BOTH PARTIES CAN INITIATE A REVIEW MEETING AT ANY TIME THEY FEEL ONE IS NEEDED AND AN

ALTERNATE MEETING SCHEDULE / FREQUENCY CAN BE AGREED UPON DURING THE TERM OF THE AGREEMENT IF CIRCUMSTANCES OR NEED CHANGES.

9. **ON-SITE TERMS.** WHEN ELSEVIER PROVIDES ANY SERVICES WHILE BASED ON ANY LOCATION, THE FOLLOWING TERMS SHALL APPLY:

9.1 **On-Site Personnel.** While Personnel are based on Institution's locations in connection with the performance of any of the Services, Personnel shall comply with all of Institution's rules, regulations and policies, concerning such matters as working hours (which will be established by Institutions contact), holidays, and Institution's customary security measures. Prior to commencing the performance of any assignment, Personnel may be issued with an identification card which Personnel shall return to their Institution's contact on the last day of the performance of the Services. Institution shall supply Personnel with suitable work stations similar to those provided by Institution to its employees of a similar position, and Institution will furnish Personnel with the supplies and equipment they need to perform their assigned tasks. Within 2 weeks after the start of Personnel, Elsevier shall inform Institution in writing how much vacation time each Personnel member is entitled to take during the agreed period of the Services and when such vacation will be taken. Institution shall not be charged for vacation time taken by Personnel.

10. Governing law. This SOW is governed by the laws of the Netherlands.

Agreed for and on behalf of participating Institutions

By:

SIGNATURE_0001

Date:

Name:

Title:

Agreed for and on behalf of Elsevier

By:

SIGNATURE_0002

Date:

Name:

Title: