

[Guidance note – delete before sending to the customer - This document is intended to be the statement of work presented to and signed with the customer if professional services (not including initial deployment, set-up and configuration services for SaaS) are included in the order form. It is intended to be customized to the specific professional services offered to the customer. Yellow highlighted text is text that should be updated to reflect the actual professional services offered. It can be sent as a proposal and then once signed or agreed to by the parties becomes the binding agreement. Please work with your SBU general counsel and/or contracts focal to amend and create the customized template for each offering. All customized templates must be approved by the relevant SBU general counsel.]

PROFESSIONAL SERVICE DESCRIPTION - STATEMENT OF WORK # [Please insert SOW no.]

This Statement of Work (“SOW”) # [Please insert SOW no.] dated [Please insert Date] (“SOW Effective Date”) between [Please insert Honeywell legal entity /Affiliate signing the SOW] (“Honeywell”) and [Please insert Customer legal entity /Affiliate signing the SOW] (“Buyer”) is made pursuant to the Order Form with an Effective Date of [Please insert Order Form Effective Date], between Buyer and Honeywell (“Order Form”), and is governed by terms set out in the Order Form and by the [Master Terms and Conditions] (collectively, the “Agreement”). Honeywell will provide Buyer the Services detailed in this SOW in material conformance with the following requirements and schedules. Capitalized terms not defined in this SOW will have the meanings given to them in the Agreement.

Scope:

The scope of Services performed under this SOW are those described in this SOW and any additional or new Services to which the Parties mutually agree in a written change order.

Administrative Information:

Buyer’s Project Manager for this SOW is [Please insert full name and title and contact info].

Honeywell’s Project Manager for this SOW is [Please insert full name and title and contact info].

Term:

The term of this SOW commences on the **SOW Effective Date** and expires on ____ [Please insert Termination Date], unless earlier terminated or extended as set forth in the Agreement.

Invoices:

Invoices will be sent to: [Please insert mailing address and contact].

SCHEDULES
1. Services and Milestones
2. Responsibilities
3. Personnel
4. Required Reports
5. Required Meetings
6. Required Software, Hardware, and Equipment
7. Fees and Expenses
8. List of Change Orders

The Parties’ authorized representatives have executed this SOW as of the SOW Effective Date by their signatures below:

Honeywell

By: _____

Name: _____

Title: _____

Date: _____

Buyer

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULES

1.1. Schedule 1 – Services and Milestones

Services

#	Services / Deliverables	Deliverable Due Date	Acceptance Criteria	Review Completion Date
1	[Please insert]			
2				
3				
4				
5				
6				
7				
8				
9				
10				

Milestones

#	Milestone Date	Event	Completion Criteria
1	[Please insert]		
2			
3			
4			
5			
6			
7			
8			
9			
10			

1.2. Schedule 2 – Responsibilities

In addition to the responsibilities and deliverables outlined in the Agreement, Honeywell's responsibilities for Services and Deliverables are :

Honeywell's Responsibilities

#	Responsibility	Due Date or Deadline
	[Please insert]	
1		
2		
3		
4		
5		
6		
7		

Buyer Responsibilities

In addition to the responsibilities outlined in the Agreement, Buyer's responsibilities include:

#	Responsibility	Due Date or Deadline
	[Please insert - if none, insert "None"]	
1		
2		
3		
4		
5		
6		
7		

1.3. Schedule 3 – Personnel

Honeywell is responsible for providing the Deliverables and assigning personnel to complete such deliverables. Buyer is responsible for the day-to-day management of its personnel. Project Managers indicated in this SOW are responsible for overall project management and alignment of respective personnel.

1.4. Schedule 4 – Required Reports

Required Reports:
[Please insert - if none, insert "None"]

1.5. Schedule 5 – Required Meetings

Required Meetings:
[Please insert - if none, insert "None"]

1.6. Schedule 6 – Required SaaS, Software, and Hardware

Honeywell is responsible for supplying:

Honeywell Required SaaS, Software, and Products
[Please insert - if none, insert "None"]

Buyer is responsible for supplying:

Buyer Required SaaS, Software, and Products
[Please insert - if none, insert "None"]

1.7. Schedule 7 – Fees and Expenses

I. For Fixed Fee Engagement:

The following fee schedule sets forth the Fees to be paid by Buyer for the Services and Deliverables provided under this SOW.

Deliverable or Milestone or Time and Material	Amount
[Please insert]	
<i>Total fixed fees</i>	

II. Services Offering Fees:

The following fee schedule sets forth the Fees to be used when calculating project Fees for Services under this SOW.

Task/Project	Fee Amounts
[Please insert]	
<i>Total Services Offering Fees</i>	

1.8. Schedule 8 – List of Change Orders

Change Order Number	Change Order Date	Change Order Author	Change Order Description
[Please insert]			