**EXHIBIT 2**

**UC HEALTH STATEMENT OF WORK**

**# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Statement of Work (“Statement of Work”) # \_\_\_ is issued pursuant to Master UC Health Agreement #\_\_\_\_\_\_\_ is dated \_\_\_\_\_\_, 20\_\_ between UC Health (“UC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Suppier”). The Statement of Work shall be deemed to be between the specific Customer, [NAME] and Supplier. The terms of the Master UC Health Agreement shall apply to this Statement of Work.

Customer is a:

\_\_ UC Location as defined in the Agreement

\_\_ UC Affiliate Location as defined in the Agreement

1. **Title and Description of the Scope of Services**

**[Buyer: Provide an overview and background of services needed and to be rendered.]**

1. **Term of Statement of Work**

This SOW will begin on \_\_\_\_\_\_\_\_\_\_, 20\_\_ (“Effective Date”)and continue through \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

1. **Key Tasks and Activities, Deliverables and Completion Timeframe**

[Buyer: delete if does not apply to Purchase Agreement]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier Obligations** | | | | |
| **Task** | | **Activities** | **Deliverables** | **Completion Date or Timeframe** |
| **1** | **[General description]** | **[Specific details using action verbs like “create”, “develop”, “test”, “analyze”, “evaluate”, etc.]** | **[List each discrete tangible work product that is considered a critical end result from the Supplier; deliverables are nouns, not verbs]** | **[Specific dates are best; can be stated as “Week 1”, “Week 2”, etc.]** |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
| **Additional as needed** |  | **Include: Identify all phases. If additional phases will not be known until first phase work begins, be sure to specify hourly rate and a not to exceed price for this work.**  **Request Supplier to provide data type, protected health information and other data** |  |  |

1. **Customer Obligations**

**[Buyer: Include as appropriate language such as: Customer will provide working space, equipment, furniture, utilities, and services, as follows:]**

1. **Place(s) of Performance**

**[Buyer: Use this section if appropriate to outline where work will be performed]**

Customer’s Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name

Phone

Email

Address

1. **Assumptions**
2. The following items are not included within the scope of Services to be performed under this SOW: **[Buyer: Delete if not needed]**
3. **[Buyer: Add more as needed]**
4. Additional assumptions include the following: **[Buyer: Delete if not needed, but list any UC dependencies that must be fulfilled in order for Supplier to perform the Services]**
5. **[Buyer: Add more as needed]**
6. **Additional terms specific to Customer not Addressed in Agreement**

[Delete if no additional terms. These terms cannot contradict the Master Agreement or Terms and Conditions.]

1. **Payment remittance instructions specific to Customer:**

[ADD]

1. **Invoices shall be directed to the following individual or office at Customer:**

[ADD]

1. **All other notices pertaining to this Purchase Order shall be directed to the following individual or office at Customer:**

[ADD]

Signature page follows

This Statement of Work is signed below by the Parties’ duly authorized representatives.

VENDOR:

Signature

Name

Title

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Signature

Name

Title

Date