

THIS STATEMENT OF WORK

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY

A corporation incorporated pursuant to the laws of Canada
 (“CPR”)

- and -

*** [INSERT PROPER LEGAL NAME OF SUPPLIER]

A corporation incorporated pursuant to the laws of [Insert Province/State of Incorporation]
 (“Supplier”)

Takes effect on the earlier of: (i) the date of last signature below or (ii) as otherwise stated at paragraph 5 (the “**Commencement Date**”) and adopts the terms and conditions as are captured at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/professional-services-agreement>. If a copy cannot be found on-line please send an e-mail message to IS_Contract_Management@cpr.ca requesting a copy of the document.

WHEREAS:

A. Supplier has the required expertise and is actively engaged in the business of providing [User Note: Insert 2-5 words that describe the nature of the services to be provided e.g. consulting] services and associated Materials which form the subject matter of this engagement (collectively, the “**SOW**”);

B. CPR is interested in retaining the Supplier to provide services (and, where applicable, Materials) and Supplier wishes to provide the same to CPR;

NOW THEREFORE, in consideration of the mutual promises and the covenants and agreements set forth in this SOW, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

Terms & Conditions**1. Supplier shall provide the following Services:**

A detailed description of the services is to be entered below. Include:

- **Associated physical goods (e.g. reports, software, process diagrams, etc.) to be provided in connection with the Services (and these may be further defined in an Exhibit and attached to this SOW)**
- **Note - this SOW is not intended to acquire goods, but can accommodate goods that are ancillary to the services**

(the “**SOW Services**”)

2. Project Management:

The SOW Services shall include a dedicated project manager selected by CPR that will oversee all SOW related tasks and will manage all Supplier personnel assigned to perform SOW Services. Project management methodology shall include the tasks listed in the documents found at URL: - <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/delivery-methodology>. If a copy cannot

be found on-line please send an e-mail message to IS_Contract_Management@cpr.ca requesting a copy of the document.

3. Deliverables:

In connection with the SOW Services, the Supplier will produce the following deliverables (each a “Deliverable” and collectively, the “Deliverables”):

- **[User Note: Enter a detailed listing of the Deliverables required to be delivered by the Supplier]**

4. Assumptions:

- **[User Note: Enter a detailed listing of the Assumptions specific to this project]**

5. Duration and Scheduled Timelines:

- Start Date:
- End Date:
- Completion Date:
- **[User Note: Consult with CSS if CP business wants to add a form of penalty for Supplier not completing to schedule]**

6. Location:

- **[User Note: Enter a detailed listing of the Assumptions specific to this project]**

7. Fees:

[User Note: Consult with CSS if CP business wants a different form of pricing (e.g. stage gate payments, etc.)]

Service	Scope	Fee (USD/CDA)
SUB TOTAL:		
TOTAL:		

Unless specifically identified in this SOW, all expenses associated with the SOW Services are deemed included in the Fees above described.

If expenses are identified and accepted in writing by CPR, despite any term to the contrary, these expenses will be governed by the terms and conditions of CP Travel Expense Guidelines as found

at URL: <http://www.cpr.ca/en/about-cp/selling-to-cp/information-technology/expense-guidelines>. If a copy cannot be found on-line please send an e-mail message to IS_Contract_Management@cpr.ca requesting a copy of the document.

8. Acceptance:

Within ten (10) business days following receipt of Deliverable(s), CPR shall review and inspect same, and shall either (i) provide acceptance in writing, or (ii) provide Supplier with notice of deficiencies.

9. Points of Contact:

CPR Contact	
Name of Primary Contact:	
E-mail:	
Telephone:	
Supplier Contact	
Name of Primary Contact:	
Position:	
E-mail:	
Office Telephone:	
Mobile Telephone:	

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives as at the dates below.

CANADIAN PACIFIC RAILWAY COMPANY

[SUPPLIER FULL COMPANY NAME HERE]

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____