

STATEMENT OF WORK (“SOW”)

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 of the [insert name of master agreement], dated [insert date of master agreement], but expressly excludes any verbal terms and any terms contained in Supplier’s quote, invoice or other document unless such is expressly referenced herein.

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 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 Statement of Work 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/project-initiative-governance-placemat>

3. Deliverables:

In connection with the SOW Services, the Supplier will produce the following deliverables:

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

(the “**Deliverables**”)

4. Assumptions:

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

5. Duration and Scheduled Timelines:

- Start 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>

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.

[User Note: If using PSA template, then remove the Acceptance clause. If not, leave the Acceptance clause as is]

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:	

10. Contract Referenced Documents

If a document referenced in this Contract by URL cannot be sourced online, please send an e-mail message to IS_Contract_Management@cpr.ca to request a hard copy of the same. Failure to receive a copy of the referenced document shall not waive (or otherwise excuse) Supplier from adhering to the terms and requirements set out in such documents.

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

CANADIAN PACIFIC RAILWAY COMPANY

[SUPPLIER FULL COMPANY NAME HERE]

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____