



BROWN

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EXHIBIT B STATEMENT OF WORK - PHOTOGRAPHY

This Statement of Work (“SOW”) by and between Brown University, a Rhode Island not-for-profit educational corporation, located in Providence, Rhode Island, on behalf of its [[Department Name]] department (the “Department”) (collectively, “Brown”) and [[Name (Primary Second Party)]] located [[Street Line 1 (Primary Second Party)]], [[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]], [[Postal Code (Primary Second Party)]] (the “Contractor”) with an effective date of [[Effective Date]](the “Effective Date”) is a Statement of Work referred to in that certain Master Agreement with an effective date of [[Effective Date of Master Agreement]] (“Agreement”), by and between Brown and Contractor. The terms of the Agreement are hereby incorporated into this SOW. Brown and Contractor may be referenced collectively in this SOW as the “Parties” or each individually as a “Party”. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

Description of Services and/or Deliverables

1. **Services:** Contractor shall provide the following Services (including, required Deliverables (if any)) to Brown in accordance with the terms and conditions of the Agreement:

[[Services Provided]]

2. **Fees:**

Contractor commits to perform the Services and provide the Deliverables described in this SOW for the following fixed charges which figure excludes Expenses (as defined below):

Service/Deliverable	Payment Milestone	Progress Payment	Total Charge
[[Services/Deliverable]]	[[Payment Milestone]]	\$[[Progress Payment]]	
		Total SOW Charges:	\$[[Total SOW Charges]]



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In no event shall the fees charged hereunder exceed the total charges set forth above, and Contractor shall not undertake any Service or incur any fees above this amount without Brown’s prior written approval as evidenced by a Change Control Document or new Statement of Work, and Brown shall not be responsible for any fees in excess thereof that have not received such written approval.

Notwithstanding anything to the contrary herein, if Services resulting in fees in excess of such total charges are required as a result of any act or omission of Contractor contrary to its obligations under this Statement of Work or the Agreement, Contractor shall provide such Services at no additional cost to Brown.

The above fixed charges are based on the following hourly rates relating to the Contractor personnel who will be performing the Services and providing the Deliverables:

Job Title	No. of Resources	Estimated Hours	Engagement Hourly Rate	Estimated Engagement Fees
[[Job Title]]	[[Number of Resources]]	[[Estimated Hours]] hours	\$[[Engagement Hourly Rate]]	\$[[Estimated Engagement Fees]]
			Avg Rate: \$[[Average Rate]]	Total: \$[[Total SOW Charges]]

Expenses: In order to be reimbursed by Brown, out-of-pocket travel and living expenses incurred by Expenses in the course of providing the Services and Deliverables (“**Expenses**”), must be preapproved by Brown in advance of Expenses being incurred, must otherwise comply with Brown’s Expense policies and other applicable terms of the Agreement, and may not exceed [[What is the percentage cap on expenses?]]of the total, aggregate fees charged hereunder.]

[[Custom Contract Field: Fees - Fixed or TM - SOW]]

3. **Work Schedule:** The performance of the Services shall be completed in accordance with the following work schedule (the “Work Schedule”):

[[Work Schedule]]

4. **Special Conditions:**

[[Special Conditions]]



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Contractor agrees to provide a representation of a completed project to Brown University’s Office of University Communications (“OUC”) upon final completion of a project. Such representation shall consist of a contact sheet or other document for a completed photo shoot or a link to an online gallery or website where photos reside online. If appropriate, as determined by OUC, Contractor agrees to upload to Brown’s Digital Asset Management system a select set of retouched images with metadata and image releases.

5. Designated Vendor Program:

By agreeing to the terms set forth in this Statement of Work, Brown agrees to permit Contractor to participate in Brown’s “Designated Vendor Program” during the term hereof. Brown agrees to use commercially reasonable efforts to require Brown offices and departments seeking services and/or deliverables of the type offered by Contractor in this Statement of Work to select a vendor participating in the Designated Vendor Program to provide those services and/or deliverables.

IN WITNESS WHEREOF, Brown and Contractor, through their duly authorized representatives, have hereunto executed this Statement of Work in duplicate as provided below.

BROWN UNIVERSITY	[[Name (Primary Second Party)]]
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

[[Custom Contract Field: Signature Block]]

