



STATEMENT OF WORK- Microsoft 365 Copilot Readiness Programme For [Customer Name]

Version 1.0

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1. Document Control Information

1.1 Version Control

| Document Version | Revision Date | Author | Revision Summary | Distribution List(s) |
|------------------|----------------------------------|----------------------------------|------------------|----------------------|
| 0.1 | Click or tap here to enter text. | Click or tap here to enter text. | Initial Draft | A |
| | | | | |
| | | | | |
| | | | | |

1.2 Distribution List

| Name | Company | Contact Details | Project Responsibility | Review | | |
|------------|----------|----------------------------------|------------------------|--------|---|---|
| | | | | A | B | C |
| Jon Jarvis | Cisilion | jjarvis@cisilion.com | Principal Architect | X | | |
| | Cisilion | Click or tap here to enter text. | Account Director | X | | |
| | | | | | | |

Key: A = Draft; B = General release issue; C = For information purposes

1.3 Disclaimer

Copyright © Cisilion Limited 2023. All rights reserved.

This is a confidential document. Any unauthorised dissemination or copying of it, and any use or disclosure of any information contained in it, is strictly prohibited and may be illegal. If you have obtained it in error, please inform Cisilion Limited as soon as possible.

Cisilion Limited is registered in England under company number 03902228. Registered office: Cisilion House, Guildford Road, Leatherhead KT22 9UT.

1.4 Validity

This Statement of Work will be issued to the named recipient(s), on or before dd/mm/yyyy and is valid for acceptance for a period of 31 days.

1.5 Definitions

| | Definition |
|----------------------------|---|
| Change Control Pricing | New pricing given to the Client for additional days going beyond the initial Project Delivery Timeframe |
| Change Control Quote | Quotes provided by Cisilion stating any Change Control Pricing |
| Project Delivery Timeframe | the duration of the works as quotes in this statement of works (SoW) |
| Project Kick-off Date | the date that Project delivery commences |
| Professional Services Days | the number of professional service days as per this SoW |
| Project | the works specified in this SoW |

2. Introduction

This Statement of Work (**SoW**) is entered into on the date signed by both parties, this agreement is between **Cisilion Limited** a company incorporated in England and Wales (company registration number 03902228) whose registered is at Cisilion House, Guildford Road, Leatherhead, Surrey, United Kingdom, KT22 9UT (**Cisilion**) and [Customer Name], registered at [Customer Address] and describes the services to be provided by Cisilion to assist [Customer Name] with a Microsoft 365 Copilot readiness workshop.

Each a “**Party**” and together, the “**Parties**”

By entering into this SoW and by signing below, the Client acknowledges and agrees to the terms of the Agreement as set out at Terms and Conditions (Agreement) and that such terms are incorporated by reference herein. Where no such agreement exists between the parties or such agreement has expired, Cisilion’s standard terms and conditions shall govern, a copy of which can be found at [here](https://www.cisilion.com/terms-of-sale).

This SoW together with the Agreement and any other document agreed between the Parties, constitutes the entire agreement between the Parties in relation to the supply of the Services, to the exclusion of all other terms, including any terms. This SoW is a separate and severable contract between Cisilion and the Client.

This SoW shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.

Interpretation:

- > Except as defined in this SoW, all capitalised terms used in this SoW shall have the meaning given to them in the Agreement.
- > The terms set out in this SoW are in addition to and should be read in conjunction with the terms of the Agreement. In the event of a conflict between the Agreement and the SoW, the Agreement shall take precedence over the SoW unless specifically stated within the SoW.
- > This SoW and the Agreement supersedes all prior agreements, arrangements, and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. Each Party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

This SoW defines the Services and Deliverables that Cisilion will provide to the Client. This includes the following:

- > The working relationship between Cisilion and the Client including roles and responsibilities.
- > A description of deliverable items under this SoW.
- > The process for delivery and acceptance.
- > The price and payment schedule.

3. Client Details

3.1 Client Contact Details

| Name | Phone | Email |
|------|-------|-------|
| | | |
| | | |

3.2 Location

| Site Name | Address |
|-----------|-------------------------|
| Remote | All work will be remote |

4. Project Overview

This project is designed to prepare our customer’s environment for Microsoft 365 Copilot, an AI-powered digital assistant that enhances productivity and collaboration in Microsoft 365 Apps. This programme is available for customers who are part of the Microsoft Copilot Early Access Program or want to get ready for Microsoft 365 Copilot before wider public preview or general availability.

This fixed offering will cover the following aspects:

- **Review**
 - We will conduct a technical readiness assessment to evaluate the customer’s maturity and usage of core Microsoft 365 apps and services and identify any gaps, issues or recommendations which will impact the success of Microsoft 365 Copilot.
 - Create a roadmap for any technical requirements that need to be implemented to fully utilise the M365 Copilot features.
 - We will perform a Microsoft 365 security assessment to ensure the customer’s tenant is secure against industry standards and Microsoft guidelines around best practices and standards for the adoption of Microsoft 365 Copilot.
- **Enable**
 - We will enable and demonstrate, where necessary, the Microsoft tools and services that are required or recommended for Copilot, including Bing Chat Enterprise, Semantic Index for SharePoint, and other “AI Ready” features. We will also check and help you configure Microsoft Search which will help ensure Copilot is aware of organisational context, terms, and keywords.

4.1 Objectives

The objectives for this engagement are to:

1. To assess the customer’s environment for Microsoft 365 Copilot readiness and provide recommendations for improvement.
2. To ensure the customer’s Microsoft 365 tenant is secure and compliant with the technical and best practice requirements to ensure a successful pilot and rollout of Microsoft 365 Copilot.

4.2 Equipment Bill of Materials

| Type | Item Description | Quantity |
|------|----------------------------|------------------|
| PS | Professional Services only | 1 (as per scope) |

Key: HW = Hardware, SW = Software, LIC = License

5. Programme Description

The Microsoft 365 Copilot Readiness Programme is a scope of work that covers multiple technologies, and the deliverable of the programme is to get our client ready for Microsoft 365 Copilot for when the customer gets access to Copilot functionality.

5.1 Programme Components

5.1.1 Technical Readiness Assessment

Cisilion will conduct a technical readiness assessment to understand the customer's Copilot maturity via both workshops and a review of the customer's environment, this will include:

- Business level update of the latest positioning, release status and other information about Microsoft 365 Copilot including high-level use-cases and demo,
- Review of your Microsoft 365 environment and alignment against Microsoft's technical readiness checklist
- Creation of roadmap of any of the technical areas that are outstanding from the technical readiness checklist.
- Review of Microsoft 365 Security and Data Security with a view to maximise usability of Copilot whilst ensuring security and data protection in line with your corporate strategy,
- Review and discuss any current in-flight projects that pertain to Microsoft 365

5.1.2 Microsoft 365 Security Assessment

Cisilion will conclude a Microsoft 365 Security Assessment which will review security and identity controls across Microsoft Entra ID, Microsoft Defender, Exchange Online, Teams, SharePoint and OneDrive for Business. This report will highlight key areas which may impact the effectiveness of Copilot and ensure that the Microsoft 365 tenant is secure in line with current security standards and advice.

5.1.3 Reports

Cisilion will provide a summary of our findings including our recommendations, identifying any gaps which are needed to be remediated before Copilot is enabled within the customer's organisation. Cisilion will work with the customer to review any further steps and align with Microsoft funding initiatives and workshops which will be scoped as a separate piece of work.

5.2 Expected Outcomes

The organisation will have a clear and up-to-date understanding of their readiness for Microsoft 365 Copilot, including identified vulnerabilities, technology and adoption gaps/barriers, along with a clear path to being in the best position possible for readiness and success when available. Expected outcomes for this engagement include:

- You will have a better understanding of the Copilot features and how they can help you work more efficiently and productively in Microsoft 365 Apps.
- You will have a security assessment for your Microsoft 365 tenant that meets the technical requirements for Copilot.

6. Deliverables

The following deliverables are considered as a part of this SoW. For all the Deliverables performed under this SoW, Cisilion will assess the Deliverables and assign the most relevant resource considering the complexity, skillset, knowledge, expertise, timeline, and business impact of the Deliverable. This will be at Cisilion’s sole discretion, and we shall endeavour to maximise the Client’s experience.

6.1 Deliverables, Acceptance Testing and Acceptance Criteria

The Client’s technical project sponsor will be responsible for agreeing that described Acceptance Testing and Acceptance Criteria have been met. The following Acceptance Testing and Acceptance Criteria for the Deliverables are as follows:

| Ref | Deliverables Name | Acceptance Testing | Acceptance Criteria | Delivery Party |
|-------|--|---|---|----------------|
| DEL01 | Technical Readiness Assessment | Create a technical readiness report to enable the customer to understand its Copilot maturity | A technical readiness assessment report that evaluates your Copilot maturity and identifies any gaps or issues. Next steps will be clearly identified including a roadmap to guarantee the success of Microsoft 365 Copilot | Cisilion |
| DEL02 | Microsoft 365 Security Assessment | Create a Microsoft 365 Security Assessment which across the Microsoft 365 core services | A Microsoft 365 security assessment report that reviews your security and identity controls and provides recommendations for improvement. | Cisilion |
| DEL04 | Demonstrate and enablement of Microsoft Tools and Services | Enable and Demo Bing Chat Enterprise and demonstrate the core components of Copilot | A demonstration of the Copilot features and how to use them in Microsoft 365 Apps. Templates for usage examples will be provided for your adaption and use. | Cisilion |

7. Exclusions and Constraints

7.1 Exclusions

The following activities are considered outside of the scope of Cisilion’s activities:

- > Weekend and out of hours work unless stated explicitly in this SoW; If the Client requires the Cisilion consultant to work weekends or out of hours, additional charge will be incurred at Cisilion’s then current rate.
- > Microsoft 365 licenses including Microsoft 365 Copilot licenses will not be provided.
- > On-site attendance of engineers, all Services to be performed remotely unless stated explicitly in this SoW. If on-site attendance is required, this shall follow any current (at the time of the required Site visit) government advice and/or restrictions in relation to COVID as well as any health and safety requirements confirmed by the Client to Cisilion in writing. Cisilion may also charge for travel and accommodation as per Cisilion’s then current rate.
- > Reconfiguring, redeploying, or changing any device, software or service not outlined in this SoW.
- > Training on deployed solutions, unless stated explicitly in this SoW.
- > For the avoidance of doubt, any activity not listed in the SoW is not included within the Deliverables.

7.2 Constraints

The dependencies for project success that fall outside of Cisilion’s control are referenced here for the purposes of clarity, expectation, and risk management.

- > Cisilion must be given administrative access to [Customer Name]’s On-Premise and Microsoft 365 environment.

7.3 Responsibility Matrix

This matrix should be used to define responsibilities for all known activities, assumptions, and provision of materials.

*Cisilion and Cisilion’s approved 3rd Parties

**External/Client third Parties, not under Cisilion’s control

| Item | Client | Cisilion | Microsoft | Out of Scope |
|--|--------|----------|-----------|--------------|
| Scheduling required Kick Off, Discovery and Review Sessions | X | X | | |
| Attend the meetings and follow up sessions | X | X | Optional | |
| Providing the necessary access to the Error! Reference source not found. Microsoft 365 Tenancy for conducting the audit | X | | | |
| Recommendations Documentation Review and Walkthrough | | X | Optional | |
| Project Sign Off | X | | | |

| | | | | |
|--|-----|-----|--|--|
| Management of client 3rd parties | X | N/A | | |
| Management of supplier 3rd parties | N/A | X | | |
| Supply of additional equipment, licences that may be required | N/A | N/A | | |
| Access to resource to enable the activities defined in this Scope of Works to be performed | X | | | |
| Notification of regulations that Cisilion may be required to work under | X | | | |
| Notification of any special access requirements for accessing client's environment. | X | | | |
| Single point of contact for project related issues | X | X | | |
| Notification of change in scope. | X | X | | |

8. Client Responsibilities

The Client agrees that the successful performance of this SoW by Cisilion depends upon the Client’s compliance with the following:

- > Cisilion are provided access to:
 - > The Client’s staff.
 - > Secure data remote access.
 - > Consultant must be provided with the following permissions to conduct the report:

| Product | Role |
|----------------------------------|---|
| Creation of GraphAPI Application | Global Admin |
| Azure Active Directory | Global Reader |
| Teams | Global Reader (or Teams Administrator) |
| Exchange Online | Global Reader (or Exchange Administrator) |
| Defender for Office 365 | Global Reader (or Exchange Administrator) |
| SharePoint Online | SharePoint Administrator |
| OneDrive | SharePoint Administrator |

- > The Client is committed to:
 - > Ensure quick turn-around times on queries.
 - > Meeting attendance by key (agreed) department leads.
 - > Scope change management process.
 - > Designating a backup when the primary Client contact is not available.
 - > To allow us to share the meeting attendance with your Microsoft Account Team (if applicable)
 - > To allow Cisilion’s consultants to use the Client’s name in any engagement with third parties for this SoW and if necessary, provide a letter of authority (not to be unreasonably withheld or delayed) and confidentiality agreement that can be used prior to any engagement, particularly as commercial vendors will be used.
 - > Providing a single point of contact to whom all Cisilion communications are to be addressed. This Client contact shall have the authority to act on all aspects of the services including binding the Client to any supplemental documents necessary. Including any undertaking to guarantee continuous supply of any relevant resource and information required to fulfil the Client’s obligations under this SoW.
 - > Requirements for change to the project scope will be communicated to the Cisilion Project Manager or assigned Project Coordinator.
 - > Providing Cisilion with a copy of the Client’s health and safety policy prior to any site activity taking place and notify Cisilion of any Personal Protective Equipment (PPE) required at least five (5) business days prior to any relevant site activity. The Client must provide a single point of contact for any health and safety issues related to individual site(s).

9. Governance

9.1 Project Management

On receipt of a signed copy of this SoW, Cisilion will align a Project Manager to manage the delivery of the project. Full details of our PMO and the methodologies used are available within our PMO Service Description, available on request.

9.2 Scope Change

If the Client would like Cisilion to undertake any additional work, not included in this SoW, the Client can request this via a Change Request, as per 9.3.

It may become necessary to amend this SoW for as a result of, but not limited to, the following:

- > Changes to this SoW and/or specifications for the Services or deliverables
- > Changes to the project schedule
- > Non-availability of resources which are beyond either Party's control.
- > The inability of external vendors to provide a suitable product.
- > Information that was not known at negotiation and creation of this SoW comes to light which if known would have affected the quotation.
- > Environmental or architectural impediments not previously identified.
- > Client obligations not being met.
- > Delays to the project schedule beyond Cisilion's control.

The Client acknowledges that change requests will have an impact on the price and schedule of the Services as stated in this SoW. This includes both the impact of performing the change request evaluation and the impact of the change request implementation.

9.3 Change Approval Process

The Client will identify the representative who will be designated as the authorized representative for approving changes, as per the Agreement, to this SoW.

The Cisilion Project Manager will be designated as the authorized Cisilion representative for approving changes, as per the Agreement, to this SoW.

9.4 Project Reporting

Review sessions (if required) will be held to ensure the project deliverables are met on time, as listed in the latest mutually accepted plan for the project.

- > Review sessions will be held as agreed to assess the project progress.
- > Review sessions will be attended by the Client's Project Manager and the Cisilion Project Manager
- > The review session will also review:
 - > any required changes to this SoW
 - > general progress and acceptance of the activity undertaken by Cisilion

Review sessions will be delivered in a form of telephone/conference calls or face to face meetings as appropriate.

9.5 Communication and Reporting

Communication and Reporting related to this project will follow the communications plan below.

Audience Groups:

- > **All** – everyone associated with the project.
- > **Executive Sponsors** – Cisilion executive representative
- > **Project Team** – those involved in the day-to-day project activities.
- > **Super Users** – those involved with Acceptance Testing and initial training.

| Activity | Format | Vehicle | Responsibility | Audience | Frequency |
|----------------------------|----------------------------|----------------------------|----------------|---------------------------------|------------------|
| SOW | Word | Email | Cisilion | Project Team | Once |
| Kick-off meeting | Conference Call – MS Teams | Conference Call – MS Teams | Cisilion | Project Team | Once |
| Kick-off meeting minutes | Word | Email | Cisilion | Project Team | Once |
| Status Update Meetings | Conference calls + emails | Conference calls + emails | Cisilion | Project Team | Weekly as needed |
| Final Documentation | Word | Email | Cisilion | Project Team | Once |
| Review Meeting and Closure | Conference Call – MS Teams | Conference Call – MS Teams | Cisilion | Project Team, Executive Sponsor | Once |

10. Price and Payment Schedule

| Task | Total |
|--|--------|
| Microsoft 365 Copilot Readiness Enablement Programme | £7,500 |
| Total (Ex VAT) | £7,500 |

Total Fees for the Professional Services associated with this project will be £7,500.00 excluding VAT (the “Fees”).

Any reasonable expenses incurred will be invoiced to the Client at cost.

Cisilion reserve the right to raise an invoice for any hardware being purchased on receipt of your purchase order/signed quote/signed SOW, whichever is relevant for Professional Services (PS) [(except Goods)]. Payment of invoices shall be as set out below:

Cisilion will invoice for the engagement as follows:

- > Equipment (including software licences) will be invoiced at the time of delivery to the Client Site, or, if earlier (for example where Cisilion is pre-staging the equipment in its own facility) when the equipment is delivered to Cisilion.
 - > Professional Services including design, installation and consultancy shall be invoiced upon completion of the relevant milestone as set out below:
 - > 50% of upon signature of this document.
 - > 50% following project acceptance.
- > Cisilion reserves the right to raise an invoice for any hardware or software being purchased on receipt of the Client’s purchase order/signed quote/signed SoW, whichever is relevant.
- > Payment terms which are 30 days from the date of invoice are as set out in the Agreement.
- > Cisilion shall not be liable for any failure of or delay in the provision of the project which is caused or contributed to by the Client failing to:
 - > Comply with its specific responsibilities set out in the agreed project plan; or
 - > Any other actions or omissions of the Client (or any third party appointed by or under the control of the Client).
 - > Deliver any of the items shown as being the Client’s responsibility within the responsibilities matrix in the timeframe shown.

In the case of such failure or delay the timetable or any completion date agreed by the parties for the work specified in this SoW shall be automatically extended to the extent that the failure or period of delay was caused or contributed to by the Client and the Client shall be responsible for paying any additional costs incurred by Cisilion as a result.

If the number of Professional Services Days quoted in this SoW are exceeded prior to the completion of the Project, Cisilion reserves the right to issue a Change Control Quote at the then current Cisilion standard Fees for any additional days required to complete the project. Cisilion shall not continue to deliver the Services for any additional days until the Parties have agreed the Change Control Pricing in writing.

Unless the Project Delivery Timeframe in this SoW states differently, should the Project Delivery Timeframe exceed 12-months from the initial Project Kick-off Date then Cisilion reserves the right to re-quote the Project based on Cisilion’s then standard Fees as of the time of re-quoting. Cisilion reserves the right to put any further works on-hold until the Parties have agreed the revised pricing.

Should this SoW be for up to 9 days’ and/or £9,999 the SoW shall remain valid for up to 6 months maximum. Should this SoW be for 10+ days and/or £10,000+ the SoW shall remain valid for up to 12 months maximum.

Should this SoW be milestone based and/or contain invoicing triggers, and Cisilion reach the end of the 6-month or 12-month period (whichever applies), if any works performed exceed the last milestone and/or invoice trigger, Cisilion reserve the right to invoice the Client for the actual days worked.

Where Cisilion requote the SoW, this shall be based on Cisilion’s then current rates.

10.1 Late Cancellation

The Client technical project sponsor will be responsible for agreeing that described acceptance criteria have been met. Specific acceptance criteria for the project deliverables are described as follows:

If the Client cancels scheduled work with less than 72 hours’ notice, Cisilion reserves the right to charge for the consultancy time using the following sliding scale:

| # | Notice | Charge |
|---|--------------------------------------|---------------------|
| 1 | Less than 120 hours’ notice (5 days) | 25% of the Charges |
| 2 | Less than 72 hours’ notice (3 days) | 50% of the Charges |
| 3 | Less than 48 hours’ notice (2 days) | 75% of the Charges |
| 4 | Less than 24 hours’ notice | 100% of the Charges |

Similarly, when Cisilion personnel, or an appointed contractor, attends site and an installation fails because of the Client’s documented responsibilities not being met, or site access being refused, Cisilion reserves the right to charge for the consultancy time at the same day rate.

11. Sign off.

Please indicate your agreement with the terms of this SoW and the terms of the Agreement, which sets out the terms of our relationship, and allow Cisilion to commence work as specified by signing on the space provided below. In addition to this please also supply a Purchase Order for the full amount and return both to your Account Director (Max Bicker).

| | Client |
|-------------------------------|--------|
| Authorised Signature: | |
| Printed Name: | |
| Title: | |
| Date: | |
| Email Address: | |
| Purchase Order Number: | |