

Statement of Work

Defines one project between a client and a provider, under a master agreement or on its own. Template v1.0.

Date: _____

Provider: _____

Client: _____

SOW number: _____

Project: _____

1. How this relates to the master agreement

Master agreement: _____

If a master agreement is named above, this statement of work forms part of it and its terms apply to this project. If the two conflict, the master agreement applies, except for the scope, dates and fees of this project, where this statement of work applies. If no master agreement is named, this statement of work stands alone and section 10 also applies.

2. Objectives

3. Deliverables

Deliverables:

Not included (out of scope):

Anything not listed as a deliverable is out of scope unless it is added by a change order.

4. Timeline

Start date: _____

Planned end date: _____

Milestones and dates:

The dates depend on the Client meeting its responsibilities on time. If the Client is late, the dates move by a fair amount.

5. Fees and invoicing

Fees:

Invoicing: _____

Fees exclude taxes, which are added as the law requires. Where fees are based on rates, the estimate is a good faith forecast, not a fixed price. The Provider will warn the Client before the estimate is reached and will not go more than 10 percent over it without the Client's written approval.

6. Client responsibilities

7. Acceptance

Acceptance period: _____

The Client reviews each deliverable within the acceptance period after it is delivered. The Client then either accepts it or lists in writing how it does not meet this statement of work. The Provider fixes those points and delivers again. A deliverable is accepted if the Client does not respond within the period or starts using it in its business.

8. Change control

Either party may ask for a change to the scope, dates or fees. The Provider will set out the effect on cost and timeline in a written change order. A change applies only when both parties approve it in writing.

9. Start and end

This statement of work starts on the start date. It ends when all deliverables are accepted and paid for, unless it is ended earlier under the master agreement or, if it stands alone, by either party with 15 days written notice. The Client pays for work done and costs committed up to the end.

10. General terms if it stands alone

If no master agreement is named, these terms also apply. Each party keeps the other's confidential

information private. The Client owns the deliverables once it has paid for them in full, and the Provider keeps its own tools, methods and general knowledge. Neither party is liable for indirect or consequential loss. Each party's total liability is limited to the fees paid under this statement of work, except for fraud, breach of confidentiality or anything the law does not allow to be limited. This statement of work is then governed by the laws of:

For the Client	For the Provider
Signature	Signature
Name	Name
Date	Date
Title	Title