

Statement of Work

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Statement of Work

This Statement of Work (this "SOW") is entered into on [Date] between [Client's full legal name] of [Client's address] (the "Client") and [Service Provider's full legal name] of [Service Provider's address] (the "Service Provider"). The Client and the Service Provider are each a "Party" and together the "Parties".

This SOW is issued under, and incorporates by reference, the Master Services Agreement dated [MSA date] between [First party to the MSA, e.g. the Client's full legal name] and [Second party to the MSA, e.g. the Service Provider's full legal name] (the "MSA"), which the Parties have already signed separately from this SOW. This SOW is not a standalone contract. If the Parties have not yet signed an MSA, they must do so before work begins; this document alone does not create a binding engagement.

1. Incorporation of the Master Services Agreement

This SOW is subject to, and forms part of, the MSA identified above. Capitalized terms used but not defined in this SOW have the meanings given to them in the MSA.

This SOW does not restate, and does not vary, the provisions of the MSA governing liability, indemnification, intellectual property ownership, confidentiality, warranties, termination for cause, dispute resolution, or governing law. Those provisions apply in full to the engagement described in this SOW, exactly as set out in the MSA, and are not repeated here.

If a provision of this SOW conflicts with a provision of the MSA, the MSA controls, except that this SOW is the controlling document for the scope of work, the schedule and the price of this specific engagement.

2. Scope of Work

The Service Provider shall perform the following work for the Client (the "Services"):

[Describe the services in specific, verifiable terms, e.g. design and develop a responsive marketing website of up to 8 pages] .

The following is expressly out of scope of this SOW:

[List anything expressly excluded, e.g. ongoing hosting, content writing, or third-party licence fees] .

Work outside the Services requires a new or amended SOW issued under the MSA, signed by both Parties, before that work begins.

The Service Provider shall deliver the following to the Client (the "Deliverables"):

(a) [Deliverable 1, e.g. wireframes for all pages]

(b) [Deliverable 2, e.g. final visual designs]

(c) [Deliverable 3, e.g. a deployed and tested website] , or state that there are no further deliverables

3. Schedule and Milestones

This SOW begins on [Start date] , and the Services are to be completed by [Completion date] , subject to the milestones below and to this clause.

A delay caused by the Client's failure to provide timely input, approvals, access or materials extends the affected date by the length of the delay, and does not put the Service Provider in breach of this SOW.

The Services will be delivered according to the following milestones:

- (a) [Milestone 1 description] — due [Milestone 1 date]
- (b) [Milestone 2 description] — due [Milestone 2 date]
- (c) [Milestone 3 description] — due [Milestone 3 date] , or state that there are no further milestones

4. Fees and Payment

In consideration of the Services, the Client shall pay the Service Provider [Total price and currency, or the applicable rate, e.g. a fixed fee of \$12,000, or \$150 per hour] .

Fees are payable as follows:

[Payment schedule, e.g. 30% on signing, 40% on delivery of the first milestone, 30% on completion] .

The Service Provider shall invoice the Client on each date or milestone stated above, and each invoice is payable on the invoicing and late-payment terms set out in the MSA.

This SOW states the price for the Services described above only. Any change to the scope of work, the schedule or the price requires a written change order signed by both Parties before the additional or changed work begins.

5. Term of this Statement of Work

This SOW takes effect on the date the last Party signs it and continues until the Services are completed and accepted or until it ends under the termination provisions of the MSA, whichever happens first.

Ending this SOW does not end the MSA, which continues to govern any other statement of work issued under it. If the MSA is terminated for material breach, insolvency or cessation of business, this SOW ends on the same date. If the MSA is terminated for convenience, this SOW continues to completion under its own terms unless it is also terminated, whether under this SOW or the MSA. In either case, any right or obligation

that by its nature survives does so as the MSA provides.

6. General

This SOW, read together with the MSA, is the entire agreement between the Parties concerning the Services described above, and supersedes any earlier proposal, quotation or discussion about them. This SOW may only be amended in writing signed by both Parties, in the manner the MSA requires for amendments.

This SOW may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Service Provider

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____