

SCOPE OF ENGAGEMENT

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This Scope of Engagement (this "Scope") is entered into as of [EFFECTIVE DATE] (the "Effective Date") by and between [PROVIDER LEGAL NAME], of [PROVIDER ADDRESS] (the "Provider"), and [CLIENT LEGAL NAME], of [CLIENT ADDRESS] (the "Client"). The Provider and the Client are each a "Party" and together the "Parties."

Recitals. The Parties have agreed that the Provider will perform professional services for the Client and want a clear, shared definition of what is included in that work and what is not. This Scope defines the boundaries of the engagement so that both Parties have the same expectations about deliverables, responsibilities, assumptions, and exclusions. This Scope [STANDS ON ITS OWN / SUPPLEMENTS AND IS GOVERNED BY THE PARTIES' ENGAGEMENT LETTER OR SERVICES AGREEMENT DATED [DATE]]. In consideration of the mutual promises below, the Parties agree as follows.

1. Purpose and Objectives

1.1 Purpose. This Scope describes the services the Provider will perform for the Client (the "Services") and defines what is included in, and excluded from, the engagement.

1.2 Objectives. The objectives of the engagement are: [STATE THE OUTCOMES THE CLIENT IS SEEKING — e.g., complete a defined project, deliver a defined report, or achieve a defined milestone].

1.3 Order of precedence. If this Scope conflicts with a separate engagement letter or services agreement between the Parties, that agreement controls unless this Scope expressly states that it overrides a specific provision and identifies it.

2. Services Included

2.1 Included services. The Services consist of the following, and only the following, unless changed under Section 7: [LIST THE INCLUDED SERVICES AS SPECIFICALLY AS POSSIBLE — e.g., tasks, phases, analyses, or activities the Provider will perform].

2.2 Deliverables. The Provider will produce the following deliverables (the "Deliverables"): [LIST EACH DELIVERABLE, ITS FORMAT, AND, IF APPLICABLE, THE NUMBER OF REVISION ROUNDS INCLUDED].

2.3 Standard of performance. The Provider will perform the Services with reasonable skill and care and in a professional manner consistent with generally accepted standards in its field.

2.4 Number of revisions. Unless stated otherwise above, the Provider will provide up to [NUMBER] rounds of revisions on each Deliverable. Additional revisions are out of scope and are handled under Section 7.

3. Services Excluded

3.1 Out of scope. The following are expressly excluded from the Services and are not the Provider's responsibility under this Scope unless added by a signed change under Section 7: **[LIST EXCLUSIONS — e.g., work outside the listed tasks, services requiring a different specialty, ongoing maintenance, or third-party deliverables]**.

3.2 No implied services. The Provider has no obligation to perform any service not listed in Section 2 merely because it is related to, useful for, or commonly performed alongside the Services.

3.3 Boundary examples. For clarity, the engagement does not include: **[GIVE CONCRETE EXAMPLES OF NEAR-SCOPE WORK THAT IS EXCLUDED, TO PREVENT MISUNDERSTANDING]**.

4. Assumptions and Dependencies

4.1 Assumptions. This Scope, including the Provider's estimates of time and cost, is based on the following assumptions: **[LIST ASSUMPTIONS — e.g., the availability of data, the accuracy of information provided, the readiness of systems, or the absence of unforeseen complications]**.

4.2 Dependencies. The Provider's ability to perform depends on the following inputs from the Client or third parties: **[LIST DEPENDENCIES — e.g., access, approvals, materials, or third-party deliverables]**.

4.3 Effect of changed assumptions. If an assumption proves incorrect or a dependency is not met, the affected timelines, fees, and Deliverables may be equitably adjusted under Section 7, and the Provider is not responsible for the resulting delay or additional cost.

5. Client Responsibilities

5.1 Cooperation. The Client will provide timely, accurate, and complete information, materials, access, decisions, and approvals reasonably required for the Provider to perform.

5.2 Point of contact. The Client's authorized point of contact is **[NAME, TITLE, EMAIL, PHONE]**, who may give and receive approvals on the Client's behalf unless the Client notifies the Provider otherwise in writing.

5.3 Review and approval. The Client will review Deliverables and provide consolidated feedback within **[NUMBER]** business days. Deliverables not rejected in writing within that period are deemed accepted.

5.4 Consequences of delay. The Provider is not responsible for delays caused by the Client's failure to meet its responsibilities, and the schedule and fees may be adjusted accordingly.

6. Timeline and Fees

6.1 Timeline. The Provider will perform the Services according to the following schedule or milestones: **[STATE START DATE, MILESTONES, AND TARGET COMPLETION, OR REFER TO A SEPARATE SCHEDULE]**. Dates are good-faith targets and depend on the assumptions and dependencies in Section 4.

6.2 Fees. The fees for the Services are: **[STATE THE FEE BASIS — FLAT FEE, HOURLY RATE, MILESTONE-BASED, OR AS SET OUT IN A SEPARATE AGREEMENT]**. Fees for out-of-scope work are handled under Section 7.

6.3 Expenses. Reasonable, pre-approved out-of-pocket expenses are **[INCLUDED IN / BILLED IN ADDITION TO]** the fees.

7. Changes to Scope

7.1 Change requests. Either Party may request a change to the Services, Deliverables, assumptions, timeline, or fees. The request should describe the proposed change and the reason for it.

7.2 Change process. A requested change takes effect only when both Parties sign a written change describing the change and its impact on the Deliverables, timeline, and fees. The Provider is not obligated to perform out-of-scope or changed work until such a writing is signed.

7.3 Scope creep. The Parties acknowledge that uncontrolled additions to the Services ("scope creep") can affect cost and quality, and they agree to handle all additions through the change process in this Section.

8. Acceptance and Completion

8.1 Acceptance criteria. A Deliverable is complete and accepted when it substantially conforms to its description in Section 2 and the Client accepts it or is deemed to have accepted it under Section 5.3.

8.2 Completion of engagement. The engagement is complete when all Deliverables have been accepted or deemed accepted, or when the engagement is otherwise terminated under the Parties' governing agreement.

8.3 Post-completion work. Any work requested after completion, including support, maintenance, or further revisions, is out of scope and is handled as a new engagement or a change under Section 7.

9. General Provisions

9.1 No guarantee of outcome. The Provider does not guarantee any particular result. Statements about likely outcomes are professional judgments, not promises.

9.2 Governing law. This Scope is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules.

9.3 Relationship to other agreements. Except as stated in Section 1.3, this Scope supplements and does not replace the Parties' other agreements. Terms in those agreements on confidentiality, ownership, liability, and termination continue to apply to the Services.

9.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.5 Entire understanding; amendment. This Scope, together with any governing agreement it supplements, is the entire understanding of the Parties on the subject of what is and is not included in the engagement. It may be amended only by a writing signed by both Parties.

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

IN WITNESS WHEREOF, the Parties have executed this Scope of Engagement as of the Effective Date.

PROVIDER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE OR N/A]

Date: _____

Date: _____

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