

STATEMENT OF WORK

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Statement of Work (this "**SOW**") is entered into as of [EFFECTIVE DATE] (the "**SOW Effective Date**") and is issued under, governed by, and incorporated into the Master Services Agreement dated [MSA DATE] (the "**Master Agreement**") between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] ("**Client**").

Provider and Client are each a "**Party**" and together the "**Parties**."

Recitals. The Parties have entered into the Master Agreement, which governs their overall relationship and authorizes specific engagements through statements of work. The Parties now wish to authorize a specific engagement on the terms below. Capitalized terms used but not defined in this SOW have the meanings given in the Master Agreement. In consideration of the mutual promises below, the Parties agree as follows.

1. Relationship to the Master Agreement

1.1 Incorporation. This SOW incorporates the Master Agreement by reference. All terms of the Master Agreement apply to this SOW as though fully restated here, including its provisions on confidentiality, intellectual property, warranties, indemnification, limitation of liability, and governing law.

1.2 Order of precedence. If a conflict exists between this SOW and the Master Agreement, the Master Agreement controls, except that this SOW overrides a specific section of the Master Agreement only where this SOW expressly says so and identifies that section by number.

1.3 No standalone status. If no Master Agreement is in effect between the Parties, this SOW does not take effect until the Parties execute a master agreement or insert standalone terms acceptable to both Parties and reviewed by counsel.

2. Description of Services

2.1 Services. Provider will perform the following services (the "**Services**") for Client: [DESCRIBE THE SERVICES IN PLAIN, SPECIFIC LANGUAGE — what Provider will do, the approach, and the standards that apply].

2.2 In scope. The following are expressly within the scope of this SOW: [LIST IN-SCOPE ITEMS].

2.3 Out of scope. The following are expressly outside the scope of this SOW and require a signed change order before Provider performs them: [LIST OUT-OF-SCOPE ITEMS, e.g. additional rounds of revision, new platforms, expanded user counts].

2.4 Assumptions. This SOW is based on the following assumptions. If an assumption proves untrue, the Parties will address the impact through the change order process in Section 7: **[LIST ASSUMPTIONS]**.

3. Deliverables

3.1 Deliverables. Provider will produce and deliver the following deliverables (the "Deliverables"): **[LIST EACH DELIVERABLE WITH A SHORT DESCRIPTION AND FORMAT]**.

3.2 Acceptance criteria. Each Deliverable must meet the following criteria to be accepted: **[STATE OBJECTIVE, TESTABLE ACCEPTANCE CRITERIA FOR EACH DELIVERABLE]**.

3.3 Acceptance procedure. Client will review each Deliverable and, within **[NUMBER, e.g. 10]** business days of delivery, either accept it in writing or provide a written list of specific deficiencies measured against the acceptance criteria. If Client does not respond within that period, the Deliverable is deemed accepted.

3.4 Cure. If Client identifies deficiencies, Provider will correct them and redeliver within **[NUMBER]** business days, after which the acceptance procedure in Section 3.3 repeats for the corrected Deliverable.

4. Timeline and Milestones

4.1 Schedule. Provider will perform the Services and deliver the Deliverables according to the following schedule: **[LIST START DATE, MILESTONES, AND TARGET COMPLETION DATE]**.

4.2 Milestones. The Parties agree to the following milestones: **[LIST EACH MILESTONE, ITS TARGET DATE, AND THE DELIVERABLE OR EVENT THAT COMPLETES IT]**.

4.3 Dependencies. Provider's ability to meet the schedule depends on Client meeting its responsibilities under Section 6 and on the assumptions in Section 2.4. Dates will be equitably adjusted to the extent a Client delay or a change in assumptions affects them.

4.4 Delays. A Party that anticipates a delay will give the other Party prompt written notice describing the cause and the expected impact, and the Parties will work in good faith to mitigate it.

5. Fees and Payment

5.1 Fee structure. Client will pay Provider on the following basis: **[CHOOSE ONE OR MORE: fixed fee of [AMOUNT]; time-and-materials at [RATE] per [HOUR/DAY]; milestone payments as listed in Section 5.2]**. Unless stated otherwise, fees are in **[CURRENCY, e.g. US dollars]** and exclusive of taxes.

5.2 Payment schedule. Client will pay according to the following schedule: **[LIST AMOUNTS AND TRIGGERS, e.g. deposit on signing, payment on each accepted milestone, balance on final acceptance]**.

5.3 Expenses. Client will reimburse Provider for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services, as provided in the Master Agreement.

5.4 Invoicing. Provider will invoice Client **[MONTHLY / ON MILESTONE COMPLETION / AS STATED ABOVE]**, and Client will pay each undisputed invoice on the payment terms stated in the Master Agreement.

5.5 Not-to-exceed. For time-and-materials work, Provider will not exceed **[AMOUNT]** without Client's prior written approval through a change order.

6. Client Responsibilities

6.1 Cooperation. Client will provide timely access to the information, materials, systems, personnel, approvals, and decisions reasonably required for Provider to perform, including the following specific items: **[LIST CLIENT**

RESPONSIBILITIES AND DEADLINES].

6.2 **Points of contact.** Each Party designates the following authorized point of contact for this SOW: for Provider, **[NAME, TITLE, EMAIL]**; for Client, **[NAME, TITLE, EMAIL]**. Each point of contact is authorized to give and receive day-to-day approvals under this SOW.

6.3 **Client-provided materials.** Client is responsible for the accuracy, completeness, and rights clearance of materials it provides to Provider for use in the Services.

7. Changes to this SOW

7.1 **Change requests.** Either Party may request a change to the Services, Deliverables, schedule, or fees. A requested change takes effect only when both Parties sign a written change order describing the change and its impact on fees and schedule.

7.2 **No obligation to perform out-of-scope work.** Provider is not obligated to perform work outside the scope of this SOW until a change order is signed. Work performed at Client's written request before a change order is finalized is chargeable at the rates in Section 5.

8. Term and Termination of this SOW

8.1 **Term.** This SOW begins on the SOW Effective Date and continues until the Services are completed and the Deliverables are accepted, unless terminated earlier under this Section or the Master Agreement.

8.2 **Termination.** This SOW may be terminated as provided in the Master Agreement. Termination of this SOW does not terminate the Master Agreement or any other statement of work.

8.3 **Effect of termination.** On termination, Client will pay Provider for all Services performed and expenses incurred through the effective date of termination, including work in progress on a pro-rata basis, and Provider will deliver work product for which Client has paid.

9. Miscellaneous

9.1 **Entire SOW.** This SOW, together with the Master Agreement and any signed change orders, is the complete agreement of the Parties on this specific engagement.

9.2 **Amendment.** This SOW may be amended only by a writing signed by both Parties or through the change order process in Section 7.

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

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the SOW Effective Date.

PROVIDER

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.