Statement of Work

This statement of work (the "SOW") is made under the _____ dated _____ (the "Agreement") between _____ (the "Provider") and _____ (the "Client"). Words defined in the Agreement have the same meaning here. If this SOW and the Agreement conflict, the Agreement wins, unless this SOW expressly names a term of the Agreement that it changes for this project only and the Agreement allows a statement of work to change that term.

1. Project

Project name: _____

Summary of the project and its goals

2. Deliverables and schedule

The Provider will deliver the following, by the dates shown:

Each deliverable, its due date and what it must meet to be accepted

3. What the Client provides

The Client will provide, in time for the schedule above:

Information, access, materials or approvals the Client provides, with dates

If a required Client input is late, the Provider will promptly tell the Client which input is missing and which deadlines it expects to be affected, and will take reasonable steps to avoid delay. An affected deadline is extended only by the time the late input actually delays the work; this extension does not need a change order under section 6. The Provider will promptly confirm the revised dates in writing. Any additional fee needs a change order under section 6.

4. Fees and payment

Fees for this SOW: _____

Invoicing schedule:

When each invoice may be sent and the amount, percentage or rate that applies

For work billed by time or other units, the maximum total fee is _____. If a limit applies, the Provider will notify the Client before reaching it and will not perform work that would exceed it unless both parties first sign a change order increasing the limit.

If the Agreement does not address expenses, the fees include the Provider's expenses, except expenses separately listed and priced in this SOW or approved in a signed change order. The Provider will itemize any separately reimbursable expense on its invoice with reasonable supporting records.

The Client will pay each invoice within the payment period stated in the Agreement or, if the Agreement states none, within 30 days after receiving the invoice.

5. Acceptance

The Provider will give the Client written notice when each deliverable is ready and accessible for review. Within 10 business days after receiving both the notice and access, the Client will either accept the deliverable in writing or tell the Provider in writing which requirements in section 2 it does not meet. If the Client does not respond, the Provider may send a written reminder saying that the deliverable will be treated as accepted unless the Client responds within 5 business days after receiving the reminder. If the Client still does not respond within that time, the deliverable is accepted. Using a deliverable does not, on its own, mean it is accepted.

The Provider will correct any failure to meet the stated requirements within a reasonable time, at no additional charge, and deliver it again for review. The same review procedure applies to the corrections and to anything they affect. If a corrected deliverable still materially fails a requirement in section 2, the Client may give written notice identifying the failure. The Agreement's cure and termination provisions apply if they address that failure. If they do not, the Client may set a reasonable final deadline for correction in the notice and, if the failure remains at that deadline, end the affected work by written notice. The Provider will then refund any prepayment for the ended work that was not accepted (where a prepayment covers several deliverables, the part allocated to the ended work in section 2 or 4 or, if none is allocated, a reasonable share based on the value of that work), and the Client remains responsible for amounts due for accepted work. Acceptance does not waive any right under a warranty in the Agreement, or a claim for a defect the Client could not reasonably have found during review.

Follow any applicable notice procedure in the Agreement. If none applies, send written communications under this section to these project email addresses, or to a replacement address the recipient designates in writing. Sending a message does not by itself establish receipt.

Provider: _____

Client: _____

6. Changes

Changes to the scope, schedule or fees of this project need a written change order signed by both parties, except for the deadline extensions described in section 3.

7. Term

This SOW starts on the date of the last signature below and ends when all deliverables are accepted and paid for, unless it is ended earlier as the Agreement allows or as section 5 allows. If only some work is ended under section 5, this SOW continues for the rest.

Provider	**Client**
_____	_____
Signature	Signature
_____	_____
Full name	Full name
_____	_____
Title	Title
_____	_____
Date	Date