

# SoW (Statement of Work) Contract

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This **Statement of Work Contract** ("**Contract**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the following parties:

**Service Provider**

**Client**

The Client and Service Provider may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, the Client desires to engage the Service Provider to perform certain services and provide specific deliverables related to the project described in this Contract;

**WHEREAS**, the Service Provider represents that it possesses the qualifications, expertise, personnel, and resources necessary to perform such services;

**WHEREAS**, the Parties wish to establish a legally binding agreement governing the scope of work, deliverables, project schedule, compensation, responsibilities, and other terms applicable to the services;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations contained herein, the Parties agree as follows:

## 1. Scope of Work

The Service Provider shall perform the services described in this Contract and shall provide all labor, expertise, supervision, materials, equipment, and resources necessary to complete the work.

The services to be provided are as follows:

The Parties acknowledge that any services not expressly described in this Contract are outside the agreed scope of work and shall require a written amendment signed by both Parties before performance.

2. Project Deliverables

The Service Provider shall deliver the following deliverables:

| Deliverable | Description | Delivery Date | Acceptance Criteria |
|-------------|-------------|---------------|---------------------|
|             |             |               |                     |
|             |             |               |                     |
|             |             |               |                     |

3. Project Schedule

The work shall commence on \_\_\_\_\_ and shall continue until completion of all services and deliverables, unless earlier terminated in accordance with this Contract.

| Milestone | Description | Target Date |
|-----------|-------------|-------------|
|           |             |             |
|           |             |             |
|           |             |             |

4. Compensation

In consideration of the services provided under this Contract, the Client shall pay the Service Provider the fees set forth below:

| Payment Item      | Amount |
|-------------------|--------|
| Initial Payment   |        |
| Milestone Payment |        |
| Final Payment     |        |

Total Contract Value:

Payment shall be due within \_\_\_\_\_ days after receipt of a valid invoice unless otherwise specified in this Contract.

## 5. Client Responsibilities

The Client shall provide all information, approvals, access, materials, and cooperation reasonably required for the Service Provider to perform the services.

The Client acknowledges that delays in providing required information or approvals may affect project timelines.

## 6. Service Provider Responsibilities

The Service Provider shall perform the services professionally, diligently, and in accordance with generally accepted industry standards.

The Service Provider shall use qualified personnel and devote sufficient resources to complete the work in accordance with this Contract.

## 7. Acceptance of Deliverables

The Client shall review deliverables within \_\_\_\_\_ business days after receipt.

If a deliverable does not materially conform to the agreed acceptance criteria, the Client shall provide written notice describing the deficiencies. Upon receipt of such notice, the Service Provider shall make reasonable corrections and resubmit the deliverable for review.

## 8. Change Orders

Any modification to the scope of work, project schedule, deliverables, pricing, or other material term of this Contract shall be documented in a written change order signed by both Parties.

No oral modification shall be binding.

## 9. Intellectual Property

Upon full payment of all fees due under this Contract, ownership of the final deliverables specifically created for the Client shall transfer to the Client.

The Service Provider shall retain ownership of its pre-existing intellectual property, proprietary methodologies, software, templates, tools, processes, and know-how.

## 9. Intellectual Property

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## 10. Confidentiality

Each Party shall keep confidential all non-public information received from the other Party and shall use such information solely for purposes of performing its obligations under this Contract.

The obligations contained in this clause shall survive termination of this Contract.

## 11. Term and Termination

This Contract shall remain in effect until completion of the services unless terminated earlier.

Either Party may terminate this Contract for cause if the other Party materially breaches this Contract and fails to cure the breach within \_\_\_\_\_ days after receiving written notice.

Either Party may terminate this Contract without cause upon \_\_\_\_\_ days' prior written notice.

Upon termination, the Client shall pay for all services properly performed through the termination date.

## 12. Limitation of Liability

Except for liability arising from fraud, willful misconduct, breach of confidentiality obligations, or infringement of intellectual property rights, neither Party's aggregate liability under this Contract shall exceed the total amount paid or payable under this Contract.

Neither Party shall be liable for indirect, consequential, special, incidental, or punitive damages.

13. Governing Law and Dispute Resolution

This Contract shall be governed by the laws of \_\_\_\_\_.

The Parties shall first attempt to resolve any dispute through good-faith negotiations.

If negotiations fail, the Parties agree to pursue mediation before commencing litigation or other formal proceedings.

14. Entire Contract

This Contract constitutes the complete agreement between the Parties concerning the subject matter described herein and supersedes all prior discussions, negotiations, proposals, and understandings relating to such subject matter.

15. Amendments

Any amendment to this Contract must be in writing and signed by both Parties.

16. Severability

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Electronic Signatures

The Parties agree that electronic signatures shall have the same force and effect as original handwritten signatures.

Signatures

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

Service Provider

Name

Date

Signature

Client

Name

Date

Signature

\_\_\_\_\_

\_\_\_\_\_



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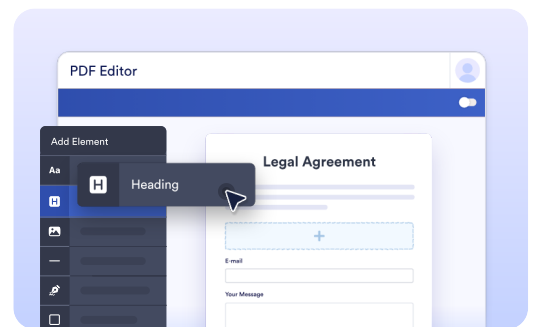
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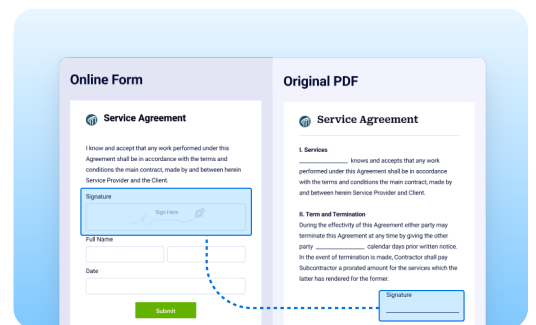
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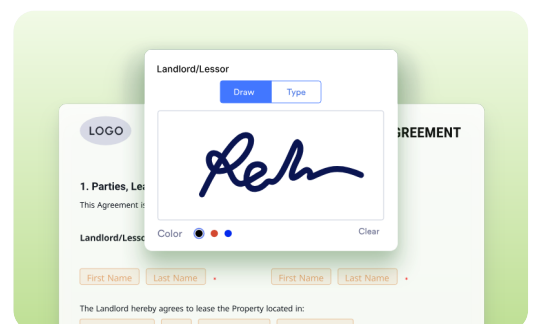
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