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# Statement of Work (SOW)

A detailed document defining project scope, deliverables, timeline, and payment terms. Based on the Common Paper Cloud Service Agreement (adapted for project-based engagements), licensed under CC BY 4.0.

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## STATEMENT OF WORK SOW-2026-001

This Statement of Work (this "SOW") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with notice address at 123 Main Street, Suite 100, City, State 12345 (the "Client");

and

Premier Solutions LLC, with notice address at 456 Oak Avenue, City, State 67890 (the "Provider").

This SOW is governed by the terms of any existing Master Service Agreement between the Parties, or, in the absence of such agreement, the terms set forth herein.

### 1. Project Overview

Project Name: Website Redesign Project

Complete redesign and development of the corporate website, including UX research, design, development, and deployment.

The Provider shall perform the Services described in this SOW in a professional and workmanlike manner, consistent with industry standards and best practices.

### 2. Scope of Work

The Provider shall perform the work described in this SOW (the "Services"). The Services include all tasks, deliverables, and activities reasonably necessary to complete the project as described herein.

Any work outside the scope defined in this SOW shall require a written change order signed by authorized representatives of both Parties prior to commencement. The Provider shall not be obligated to perform, and the Client shall not be obligated to pay for, any out-of-scope work unless a change order has been fully executed.

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The Provider shall have the right to determine the method, details, and means of performing the Services, provided that the Provider meets the agreed-upon deadlines, deliverables, and acceptance criteria.

### **3. Deliverables and Acceptance**

3.1 Deliverables. The Provider shall deliver the work products described in the project description above (the "Deliverables"). All Deliverables are subject to the Client's written acceptance.

3.2 Acceptance Process. The Client shall review each Deliverable within five (5) business days of delivery and provide either: (a) written acceptance; or (b) specific, reasonable written feedback identifying deficiencies. The Provider shall have a reasonable opportunity to correct any identified deficiencies and resubmit the Deliverable.

3.3 Deemed Acceptance. If the Client fails to provide written acceptance or rejection within the review period, the Deliverable shall be deemed accepted.

### **4. Timeline and Milestones**

Project Start Date: [Project Start Date]

Project End Date: [Project End Date]

The Provider shall use commercially reasonable efforts to meet the timeline set forth above. If any milestone or the overall timeline is at risk, the Provider shall promptly notify the Client and propose a revised schedule.

Delays caused by the Client's failure to provide timely feedback, approvals, required information, or access to necessary systems or personnel shall not be considered a breach by the Provider and may result in corresponding extensions to the project timeline.

### **5. Compensation and Payment**

5.1 Fees. The total cost for the Services described in this SOW is \$50,000 (the "Fees"). All Fees are in U.S. Dollars and are exclusive of taxes.

5.2 Payment Schedule. Payments shall be made according to the following schedule: Milestone-based.

5.3 Payment Terms. All invoices shall be paid within Net 30 of receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

5.4 Taxes. The Client is responsible for all applicable duties, taxes, and levies on the Fees, including sales, use, VAT, or GST. However, the Client is not responsible for the Provider's income taxes.

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5.5 Disputes. If the Client has a good-faith disagreement about the Fees charged, the Client must notify the Provider within thirty (30) days of the invoice date and must pay all undisputed amounts on time. The Parties will work together in good faith to resolve the dispute within fifteen (15) days.

## **6. Change Orders**

Any changes to the scope, deliverables, timeline, or cost of this SOW must be documented in a written change order signed by authorized representatives of both Parties. The change order shall specify: (a) the nature of the change; (b) the impact on the timeline; (c) the impact on cost; and (d) any other relevant modifications.

No work on change orders shall commence until the change order is fully executed. The Provider is not obligated to begin changed work until the Client has agreed to any associated cost or timeline adjustments.

## **7. Assumptions and Dependencies**

This SOW is based on the following assumptions:

- (a) The Client shall provide timely access to necessary systems, data, environments, and personnel;
- (b) The Client shall designate a primary point of contact with authority to make decisions and provide approvals;
- (c) The Client shall provide feedback on Deliverables within the review period specified above;
- (d) The Provider shall have access to all required tools, environments, and information;
- (e) The Client is responsible for any third-party licenses or subscriptions required for the project.

If any assumption proves to be incorrect, the Parties shall negotiate in good faith to adjust the scope, timeline, or cost accordingly through a change order.

## **8. Intellectual Property**

8.1 Client Ownership. All Deliverables created specifically for the Client under this SOW shall become the sole and exclusive property of the Client upon full payment. The Provider hereby assigns to the Client all rights, title, and interest in and to such Deliverables.

8.2 Provider Pre-Existing IP. The Provider retains all right, title, and interest in its pre-existing intellectual property, tools, methodologies, and frameworks, whether developed before or during the engagement. The Provider grants the Client a non-exclusive, perpetual, worldwide, royalty-free license to use any pre-existing materials incorporated into the Deliverables.

8.3 Client Content. The Client retains all right, title, and interest in data, information, and materials provided to the Provider. The Provider may use such materials only as needed to perform the Services.

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## **9. Confidentiality**

Each Party shall hold in confidence all non-public information disclosed by the other Party in connection with the Services ("Confidential Information"). Each Party shall: (a) use Confidential Information solely as necessary to perform its obligations under this SOW; (b) not disclose Confidential Information to third parties without the other Party's prior written consent; and (c) protect Confidential Information using at least the same standard of care it uses for its own similar information, but no less than a reasonable standard of care.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was known prior to disclosure; (c) is received from a third party without restriction; or (d) is independently developed. This obligation survives termination for two (2) years.

## **10. Termination**

10.1 Termination for Convenience. Either Party may terminate this SOW upon fifteen (15) days' written notice to the other Party.

10.2 Termination for Cause. Either Party may terminate this SOW immediately upon written notice if the other Party fails to cure a material breach within fifteen (15) days after receiving written notice of such breach.

10.3 Effect of Termination. In the event of termination: (a) the Client shall pay the Provider for all Services satisfactorily completed and expenses incurred through the date of termination; (b) the Provider shall deliver all completed and in-progress Deliverables to the Client; and (c) each Party shall return or destroy the other Party's Confidential Information.

## **11. Governing Law**

This SOW shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions.

## **12. Entire Agreement**

This SOW, together with any Master Service Agreement between the Parties, constitutes the entire agreement of the Parties with respect to the project described herein and supersedes all prior and contemporaneous understandings. This SOW may only be amended by a written change order or amendment signed by authorized representatives of both Parties.

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This SOW may be executed in counterparts, including electronic copies, each of which is deemed an original and which together form the same agreement.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**Client**

**Provider**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_