**THE TECH CONTRACTS HANDBOOK**

**Cloud Computing Agreements, Software Licenses, and Other IT Contracts for Lawyers and Businesspeople**

Second Edition

**by David W. Tollen**

(ABA Publishing - Intellectual Property Law Section of the American Bar Association)

[http//TechContracts.com](http://www.TechContractsHandbook.com)

***Form Contract***

**Statement of Work Form**

***Contract Attachment for Use w/ Professional Services Agreement***

*You may use the form contract below subject to the “Terms of Use” posted at* [*http://techcontracts.com/privacy/*](http://techcontracts.com/privacy/)*. In addition to the Terms of Use, PLEASE READ THE FOLLOWING DISCLAIMER BEFORE USING THE FORM CONTRACT:*

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*Please delete all text above the following dotted line, as well as the line itself and the page-break following it, before using this form.*

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**Statement of Work Form**

**STATEMENT OF WORK NUMBER \_\_\_\_
To \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agreement**

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

This Statement of Work Number \_\_ (this “SoW”) is entered into pursuant to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [date] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agreement (the “Agreement”) by and between \_\_\_\_\_\_\_\_\_\_\_ (“Vendor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Customer”).

This SoW is incorporated into the Agreement. In the event of any conflict with this SoW, the main body of the Agreement will govern. The provisions of this SoW govern only the subject matter hereof and not any other subject matter covered by the Agreement. Capitalized terms not otherwise defined in this SoW will have the meanings given in the main body of the Agreement.

I. *Professional Services & Deliverables*. Vendor shall provide the following services: *[Insert description of professional services. Include technical specifications for any technology to be created, or include reference to specifications attached to this SoW.]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

II. *Customer Cooperation*. Customer shall reasonably cooperate with Vendor in the provision of services and shall provide the following assistance to Vendor: *[Insert description of Customer responsibilities, or insert “N/A” if not applicable.]*

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III. *Payment*. Customer shall pay Vendor as follows: *[Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement.]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IV. *Additional Provisions*. In addition, the parties agree as follows: *[Insert additional terms or “N/A” if not applicable.]*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This SoW is effective as of the latest date of execution set forth below.

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CUSTOMER** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_VENDOR** |
|  |  |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (signature) |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print) | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print) |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |