

Statement of Work (SOW): [Project name]

About this template: This statement of work (SOW) is for a technology or professional services engagement, such as a software implementation, IT services or consulting. It is designed to sit under a master services agreement (MSA) or a similar contract between the parties. Legal terms such as liability, indemnities, intellectual property, confidentiality, warranties, governing law and dispute resolution belong in that agreement, not in this SOW. Text in [square brackets] is for you to fill in, and the example entries show the level of detail to aim for. Instructions in italics are for the people drafting the SOW: delete them before you send it. Have your legal counsel review the completed SOW and the master agreement together before anyone signs.

Item	Detail
SOW number	[SOW-0001]
SOW title	[Project name, e.g. CRM implementation, phase 1]
Master agreement	[Master Services Agreement] dated [date]
Version and date	[v1.0, date]
Customer purchase order	[PO number, if your process requires one]

1. Parties and background

1.1 Parties

Detail	Customer	Vendor
Legal name	[Customer legal name]	[Vendor legal name]
Address	[Registered address]	[Registered address]
Project sponsor	[Name, title]	[Name, title]
Project manager	[Name, title, email, phone]	[Name, title, email, phone]
Invoicing contact	[Name, email]	[Name, email]

1.2 Relationship to the master agreement

This SOW is issued under the [Master Services Agreement] dated [date] between [Customer legal name] ("Customer") and [Vendor legal name] ("Vendor") (the "Agreement"). The terms of the Agreement apply to this SOW. Capitalized terms that are not defined here have the meanings given in the Agreement.

If this SOW conflicts with the Agreement, [the Agreement controls, unless this SOW expressly states that a named provision of the Agreement is changed for this SOW only].

Check whether the Agreement already says which document controls when they conflict, and have counsel confirm this wording. If there is no master agreement, ask counsel how the legal terms will be covered before you use this SOW.

1.3 Background

[Describe the Customer's situation in two or three short paragraphs: the business, the problem this project solves, the systems involved today and why the work is happening now.]

Example: Customer's sales teams track accounts in spreadsheets and a legacy contact database that does not connect to the ERP. Customer selected [product] through a competitive RFP issued on [date] and subscribes to it under a separate subscription agreement. This SOW covers Vendor's implementation services.

1.4 Documents referenced

Document	Date or version	Status
Customer's RFP	[RFP number, date]	[Reference only / Part of this SOW]
Vendor's proposal	[Date, version]	[Reference only / Part of this SOW]
[Other document]	[Date]	[Status]

Decide with counsel whether these documents form part of the contract, and say so here. If a commitment in the proposal matters to you, write it into this SOW.

2. Objectives

List the business outcomes the project supports. Objectives explain why the work matters. They are not acceptance criteria unless Section 8 says so.

No.	Objective	How it will be measured	Target
O1	[Example: Replace the legacy contact database with [product] for all sales teams]	[Example: Legacy database switched to read-only]	[Date]
O2	[Example: Give sales	[Example: Pipeline	[Date]

No.	Objective	How it will be measured	Target
	managers one pipeline view across all regions]	dashboard used in the weekly forecast meeting]	
O3	[Objective]	[Measure]	[Target]

3. Scope of work

3.1 In scope

Vendor will perform the following services (the "Services").

Organize the scope by workstream. Be specific about quantities: the number of workshops, integrations, data objects, environments, reports and training sessions.

1. **Project management.** [Plan, manage and report on the project under Section 10.]
2. **Discovery and design.** [Run up to [number] requirements workshops and produce a solution design document covering configuration, integrations, data mapping and security roles.]
3. **Configuration.** [Configure [product] for [number] business units and the processes listed in the approved solution design.]
4. **Integrations.** [Build and test [number] integrations: [list each one, e.g. ERP customer and order sync, email and calendar sync, single sign-on with [identity provider]].]
5. **Data migration.** [Migrate the data objects listed in Section 3.2 from [source systems], including up to [number] trial loads and one production load.]
6. **Testing.** [Run system and integration testing, and support Customer's user acceptance testing (UAT) under Section 8.]
7. **Training.** [Deliver [number] train-the-trainer sessions and [number] administrator sessions, with editable training materials.]
8. **Cutover and go-live.** [Plan and run the cutover, and support go-live.]
9. **Post-go-live support (hypercare).** [Provide [number] weeks of support after go-live, with the service levels in Section 11.]
10. **Knowledge transfer.** [Hand over configuration, integration and administration documentation to Customer's support team.]

3.2 Environment and volumes

Record the figures the Vendor priced against. If an actual figure turns out to be significantly different, either party can raise a change request under Section 9.

Item	Quantity or detail
Named users	[number]
Business units, regions or sites	[number and list]
Environments	[e.g. development, test, production]
Systems to integrate	[list]
Data objects to migrate	[e.g. accounts, contacts, open opportunities, [number] years of activity history]
Approximate record volumes	[number per object]
Languages and currencies	[list]
Reports and dashboards	[number]

3.3 Out of scope

The following are not part of this SOW. Any of them can be added through change control under Section 9.

- [Example: Software subscriptions and licenses, which are covered by [the subscription agreement or order form]]
- [Example: Changes to the ERP system itself, other than enabling the agreed integration interfaces]
- [Example: Cleansing or de-duplicating source data, which Customer will do before each load]
- [Example: Integrations other than those listed in Section 3.1]
- [Example: End-user training beyond the sessions listed in Section 3.1]
- [Example: Support after the hypercare period ends]
- [Item]

4. Deliverables

List everything Vendor will hand over. Every deliverable that triggers a payment needs acceptance criteria in Section 8.

ID	Deliverable	Description	Format	Due	Acceptance method
D1	Project plan	Schedule, resources and RAID log	[Format]	[M1]	Review and approval

ID	Deliverable	Description	Format	Due	Acceptance method
		(risks, assumptions, issues, dependencies)			
D2	Solution design document	Configuration , integrations, data mapping, security roles	[Document]	[M2]	Review and approval
D3	Configured system	[Product] configured as described in D2	Test environment	[M3]	Testing under Section 8
D4	Integrations	[Number] integrations listed in Section 3.1	Test environment	[M3]	Testing under Section 8
D5	Data migration	Trial loads, production load and reconciliation reports	Loaded data and reports	[M4]	Testing under Section 8
D6	Training materials	Administrator and train-the-trainer guides	[Editable format]	[M4]	Review and approval
D7	Production go-live	System live for all in-scope users	Production	[M5]	Go-live checklist
D8	Handover documentation	Configuration , integration and admin documentation	[Documents]	[M6]	Review and approval
[D9]	[Deliverable]	[Description]	[Format]	[Due]	[Method]

5. Milestones and schedule

The timings below are an example schedule for a mid-sized implementation, counted in weeks from kickoff. Replace them with the dates in your agreed project plan.

ID	Milestone	Completion event	Example timing	Target date	Payment milestone
M1	Kickoff	Kickoff meeting held	Week 2	[Date]	[Yes / No]

ID	Milestone	Completion event	Example timing	Target date	Payment milestone
		and project plan (D1) approved			
M2	Design approved	D2 accepted	Week 6	[Date]	[Yes / No]
M3	Build complete	D3 and D4 pass system testing and UAT starts	Week 14	[Date]	[Yes / No]
M4	UAT complete	UAT exit criteria met, D5 and D6 accepted	Week 18	[Date]	[Yes / No]
M5	Go-live	D7 accepted	Week 20	[Date]	[Yes / No]
M6	Final acceptance	Hypercare ended and Section 8.4 met	Week 24	[Date]	[Yes / No]

The target dates assume that Customer meets its responsibilities in Section 6 and that the dependencies in Section 7 are met on time. If either party expects a milestone to slip, it will tell the other party's project manager in writing within [number] business days of becoming aware of it, with a proposed recovery plan. Date changes that affect scope or price go through change control under Section 9.

6. Roles and responsibilities

6.1 Vendor responsibilities

Vendor will:

- Provide qualified personnel, including the key personnel named in Section 14.
- [Configure, build, test and document the solution as described in Sections 3 and 4.]
- Tell Customer promptly about risks and issues that could affect the schedule, price or quality.
- Follow the Customer policies listed in Section 16 when working on Customer systems or premises.
- [Other responsibilities]

6.2 Customer responsibilities

Customer will:

- Name a project manager with authority to make day-to-day decisions, and a sponsor for escalations.
- Make subject matter experts available for workshops, design reviews and testing, for about [number] hours per week during [phases].
- Provide access to systems, environments and documentation, and on-site facilities under Section 15.
- Extract and cleanse source data and supply it in the agreed format by the dates in the project plan.
- Write UAT scripts with Vendor's support, provide testers and complete UAT within the agreed window.
- Review deliverables and make decisions within the time limits in Sections 8 and 9.
- Manage Customer's other suppliers this project depends on, such as [ERP support provider].
- [Other responsibilities]

6.3 RACI matrix

R = responsible (does the work), A = accountable (owns the outcome and makes the final call), C = consulted, I = informed. Give each activity exactly one A. The allocation below is an example starting point: change it to fit your engagement.

Activity	Vendor	Customer
Project plan and status reporting	A, R	C
Business requirements and process decisions	C	A, R
Solution design document	R	A
Configuration and integration build	A, R	I
Interface changes in Customer's other systems	C	A, R
Source data extraction and cleansing	C	A, R

Activity	Vendor	Customer
Data mapping, transformation and loading	A, R	C
System and integration testing	A, R	I
UAT scripts and test execution	C	A, R
Defect fixes	A, R	I
End-user training	C	A, R
Go/no-go decision	C	A, R
Hypercare support	A, R	C
System administration after handover	I	A, R
[Activity]	[]	[]

7. Assumptions and dependencies

7.1 Assumptions

The price and schedule in this SOW are based on the assumptions below. If an assumption proves wrong, either party may raise a change request under Section 9.

- [Example: Customer will supply source data extracts in [CSV] format, one file per object.]
- [Example: No more than [number] trial data loads will be needed before the production load.]
- [Example: The ERP exposes the APIs needed for the integrations in Section 3.1, and Customer's ERP support provider will make any interface changes.]
- [Example: Standard [product] functionality meets the requirements, with no custom code beyond [describe].]
- [Example: Customer will answer design questions within [number] business days.]
- [Assumption]

7.2 Dependencies

ID	Dependency	Owner	Needed by
DP1	Test environment provisioned and	Customer	[M1]

ID	Dependency	Owner	Needed by
	[product] subscription active		
DP2	ERP test environment and API credentials available	Customer and [ERP support provider]	[M2]
DP3	Single sign-on set up in [identity provider]	Customer	[M3]
DP4	[Dependency]	[Owner]	[Date or milestone]

The owner of a dependency will tell the other party as soon as it knows the dependency will be late. Where a late dependency affects the schedule, scope or price, the parties will handle it through change control under Section 9.

8. Acceptance criteria and sign-off

8.1 Acceptance criteria

Write criteria that someone outside the project could test and reach the same answer. Name the test, the data, the environment and the pass mark.

Deliverable	Acceptance criteria	Test method	Accepted by
D2 Solution design	[Example: Addresses every in-scope requirement in the requirements list; every open design question is closed or logged with an owner and date]	Document review	[Customer project manager and process owners]
D3, D4 Configuration and integrations	[Example: All [number] agreed test scripts pass in the test environment; no open Severity 1 or 2 defects; no more than [number] open Severity 3 defects, each with an agreed fix date]	System test and UAT scripts	[Customer project manager]
D5 Data migration	[Example: Record counts reconcile with the source extract for every object; a sample of [number] records chosen by Customer matches the source field by	Reconciliation report and sample check	[Customer data owner]

Deliverable	Acceptance criteria	Test method	Accepted by
	field]		
D7 Go-live	[Example: Go-live checklist complete; in-scope users can sign in and complete [key transactions] in production]	Go-live checklist	[Customer sponsor]
[Deliverable]	[Criteria]	[Method]	[Name or role]

8.2 Acceptance process

1. Vendor submits each deliverable to Customer's project manager in writing and states that it is ready for acceptance review.
2. Customer reviews or tests the deliverable within [number] business days (the "review period").
3. Customer either accepts the deliverable in writing, for example with the certificate in Appendix B, or rejects it in writing and lists each failure against the acceptance criteria.
4. Vendor corrects the failures and resubmits the deliverable within [number] business days, at no extra charge.
5. Customer re-tests the corrected items, and anything the corrections affect, within [number] business days.
6. If a deliverable still fails after [number] rounds, either party may escalate under Section 10.4. [Customer's other remedies are set out in the Agreement.]

Deemed acceptance: [Option A: If Customer neither accepts nor rejects a deliverable within the review period, Vendor may send a reminder. If Customer does not respond within [number] business days of the reminder, the deliverable is treated as accepted.] [Option B: A deliverable is accepted only when Customer accepts it in writing.]

Use in production: Customer's use of a deliverable in production [does / does not] by itself count as acceptance.

Choose the options that fit, delete the others, and have counsel review them. If you agree to Option A, make sure the review periods are realistic for your team.

8.3 Defect severity levels