

THE TECH CONTRACTS HANDBOOK

Software Licenses and Technology Services Agreements for Lawyers and Businesspeople

by David W. Tollen

(ABA Publishing 2010)

www.TechContractsHandbook.com

Contract Clause

Statement of Work Form

You may use the contract clause below, subject to the "Terms of Use" found at <http://www.techcontractshandbook.com/html/disclaimer.html>. In addition to the Terms of Use, PLEASE READ THE FOLLOWING DISCLAIMER BEFORE USING THE CLAUSE:

The contract clause below is general in nature and may not be sufficient for a specific contractual, technological, or legal problem or dispute. THE CLAUSE IS NOT PROVIDED WITH ANY GUARANTY, WARRANTY, OR REPRESENTATION AS TO QUALITY OR SUITABILITY FOR ANY PARTICULAR PURPOSE. Publication of the clause does not constitute the practice of law and is not legal counsel or advice. Neither the author nor the publisher of The Tech Contracts Handbook, nor anyone affiliated with the book's Website, is rendering a legal or other professional service. The clause should not be relied upon as a substitute for consultation with an experienced attorney.

STATEMENT OF WORK NUMBER _____

To _____ Agreement

Project Title: _____

This Statement of Work Number ___ (this "Statement of Work") is entered into pursuant to the _____ Agreement (the "Agreement") by and between _____ ("Provider") and _____ ("Recipient").

This Statement of Work is incorporated into the Agreement. In the event of any conflict between this Statement of Work aProvider provides a software application known as _____ (the "Base Application"), and the parties have agreed that Provider will modify the Base Application to fit certain needs of Recipient. The parties have also

agreed that Provider will provide maintenance and support services related to such modified software. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, including those outlined on Attachments A, B, and C (which are incorporated into this Agreement by this reference), the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as follows and the main body of the Agreement, the main body will govern. The provisions of this Statement of Work govern only the subject matter hereof and not any other subject-matter covered by the Agreement. Capitalized terms not otherwise defined in this Statement of Work will have the meanings given in the main body of the Agreement.

- I. *Services & Deliverables.* Provider will provide the following services:
_____ *[Insert description of services. Include technical specifications for any technology to be created, or include reference to specifications attached to this Statement of Work.]*
- II. *Recipient Cooperation.* Recipient will reasonably cooperate with Provider in the provision of services and will provide the following assistance to Provider:
_____ *[Insert description of Recipient responsibilities, or insert "N/A" if not applicable.]*
- III. *Payment.* Recipient will pay Provider as follows:
_____ *[Insert payment schedule. Insert any payment/invoicing terms not already covered in main body of Agreement. If none of the preceding applies, insert: "Client will pay for Services pursuant to the requirements of Section ___ of the Agreement."]*
- IV. *Additional Provisions.* In addition, the parties agree as follows:
_____ *[Insert additional terms or "N/A" if not applicable.]*

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

RECIPIENT

PROVIDER

By: _____

By: _____

(signature)

(signature)

Name: _____

Name: _____

(print)

(print)

Title: _____

Title: _____