STATEMENT OF WORK – [Company Name] # [N]– [General Name For Project]

PREAMBLE
This Statement of Work ("SOW") is entered into under the Master Statement of Work ("MSOW"), dated _____, 20__, and Agreement between the parties. Capitalized terms not otherwise defined in this SOW will have the meanings set forth in the MSOW and Agreement.

The party serving as Contractor and the party serving as Client for this SOW shall be as follows:

Contractor: _____

Client: _____

1.0   Project Deliverables

During the period [**mm/dd/yyyy** start date] to [**mm/dd/yyyy** end date], Contractor will deliver to Client [General Name for Project, same as in title above] the following Deliverables:

1. **Detailed description of deliverable 1;**
2. **Detailed description of deliverable 2;**
N. **Other tasks as specified by the Client President and Chief Executive Officer (CP&CEO), or Client Senior Executive Vice President (CSEVP) from time to time. Such tasks must:**
    (a) **Be mutually agreed upon by both parties in writing, including the relevant SOW under which the tasks are to be performed**
    (b) **Contractor must inform Client in writing if new tasks would cause measurable impact upon other specified Deliverables**
    (c) **Client must approve impacts to other specified Deliverables in writing before work is begun upon the new tasks.**

2.0   Price and Payment
Contractor will perform Services and provide the Deliverables on the following basis (check one):

☐ Not-to-exceed ("NTE") total of $[xxx].00 (i.e. the total amount billed for this SOW may not exceed $[xxx].00). Special tasks outside the Scope of Work/Project Deliverables in Section 1.0 shall be billed at the Contractor's actual rate and recorded/documented as required herein (or at $_____/hour) but in no event shall the NTE be exceeded under this SOW.

☐ On a time and materials rate of $_____/hour

☐ For a fixed fee of _____.00. Specific implementation milestone, payment amount and anticipated completion dates are outlined below: [Specify milestones, amounts, dates.]

3.0   Invoices
Services will be invoiced monthly by email to _____ by the 24th day of the

month. All invoices shall plainly indicate the staff, hours, and rates billed and shall include all of the information as indicated on Client's reference example standard invoice format provided to Contractor. All invoices must be limited to one SOW per invoice. Work performed on different SOWs must be submitted as individual invoices, one invoice per SOW. Unless expressly provided otherwise in a SOW, payment from Client is due thirty (30) days after receipt of invoice if the invoice was sent appropriately as required under this Section.

4.0   Non-Solicitation. Client agrees that during the term of this SOW and for a period of one year following its termination, Client will not employ, or solicit for employment any current or former employee of Contractor, solicit any business with any current or former employee of Contractor, or contract with any customer of Contractor or perform any services that are in direct competition with the services of Contractor or the services provided pursuant to the terms of this SOW.

This SOW is effective as of _____, 201_.   This SOW may be executed in counterparts.

_____   **[Entity]**

By:_____   By: _____

         Title: _____   Title: _____

Date: _____   Date: _____