

CONSULTING SERVICES STATEMENT OF WORK (SOW)

Client Name: _____ Project Name: _____

Parties:

This Statement of Work ("SOW") is entered into by and between the Client and the Consultant for the provision of consulting services

1. Scope of Services:

The Consultant shall provide the following services ("Services"):

2. Deliverables:

Consultant shall deliver the following deliverables as part of the Services:

3. Timeline and Milestones:

The Services shall commence upon execution of this SOW and shall continue until completion as detailed below:

4. Fees and Payment Terms:

Client agrees to pay Consultant fees as follows:

Invoices will be submitted as per agreed schedule and payments are due within ___ days of invoice receipt.

5. Expenses:

Client shall reimburse Consultant for pre-approved reasonable and necessary expenses incurred in connection with the performance of Services, upon submission of appropriate documentation.

6. Client Responsibilities:

Client shall provide Consultant with timely access to personnel, information, and resources as reasonably required for Consultant to perform Services.

7. Confidentiality:

Both parties agree to maintain the confidentiality of all proprietary or confidential information disclosed in connection with this SOW and the underlying Consulting Services Agreement.

8. Intellectual Property:

All intellectual property developed by Consultant in connection with the performance of Services shall be the sole and exclusive property of Client, except for Consultant's pre-existing materials and tools.

9. Term and Termination:

This SOW shall remain in effect until completion of Services or termination by either party upon thirty (30) days written notice. Termination shall be without prejudice to any payment obligations accrued prior to termination.

10. Limitation of Liability:

Consultant's total liability under this SOW or related Consulting Services Agreement shall not exceed the total fees paid by Client under this SOW. Neither party shall be liable for consequential, incidental, or punitive damages.

11. Independent Contractor:

Consultant is an independent contractor and nothing in this SOW creates an employment, partnership, or joint venture relationship.

12. Governing Law and Dispute Resolution:

This SOW shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of laws principles. Any disputes arising out of or related to this SOW shall be resolved by binding arbitration in _____ County, _____, in accordance with the rules of the American Arbitration Association.

13. Entire Agreement and Amendments:

This SOW, together with the Consulting Services Agreement, constitutes the entire agreement between the parties with respect to the Services and supersedes all prior agreements and understandings. Any amendments must be in writing and signed by both parties.

14. Signatures:

CLIENT SIGNATURE

CONSULTANT SIGNATURE

Signature: _____

Signature: _____

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