

Scope of work (SOW) template

Companion to our article "How to read a software proposal: 12 red flags and a copy-ready SOW template"

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Project: _____ Vendor: _____ Date: _____

The outline below is an example of the scope document you can ask to have attached to a software proposal: copy it, fill in the square brackets, and give it to the vendor saying "I want to see an answer to each of these headings in your proposal." The sample clauses are there to give you ideas.

1 Purpose and success criteria

This project is carried out to [problem to be solved]. Success is accepted when [measurable criterion] is met (for example: a customer can complete the order form without help).

ANSWER

2 In scope

The following features are in scope: [feature list, screen list, integration names]. A feature not on the list is out of scope.

ANSWER

3 Out of scope

The following are expressly out of scope: [for example a second platform, multiple languages, migration of old data]. If any of them is requested, item 7 applies.

ANSWER

4 Deliverables and acceptance criteria

Deliverables: [source code, working release, documentation]. Each deliverable has a written acceptance criterion: [criterion]. The client accepts the deliverable in writing within [period] of delivery or rejects it with reasons; the consequence of no response is [consequence agreed by the parties].

ANSWER

5 Schedule and milestones

The work is divided into [number] milestones: [milestone name and date]. At each milestone the client sees a working release.

ANSWER

6 Price and a payment plan tied to milestones

The total fee is [amount] [including or excluding VAT]. Payments are tied to milestones: [mapping of payments to milestones]. The fee does not change unless the scope changes.

ANSWER

7 Change management

A change of scope is requested by a written change request. The contractor states the effect of the request on price and schedule in writing within [period]; it is not carried out until both parties approve it in writing.

ANSWER

8 Roles, communication and decision times

Decision-maker on the client's side: [name]. Engineer who writes the code on the contractor's side: [name]. Response time to questions: [period]. A decision not made in time may affect the schedule.

ANSWER

9 Infrastructure, account and access ownership

The domain, hosting, storage, store and third-party accounts are opened in the name of [the client or the contractor]. Every account managed by the contractor is transferred to the client by [method].

ANSWER

10 Intellectual property and source code transfer

[The transferred rights, listed one by one] in the delivered work pass to the client on [condition, for example payment of the fee in full]. The contractor's tools and libraries that existed before the project remain with the contractor; the client receives [a right to use] them.

ANSWER

11 Defect fixing, support and maintenance

For [period] after launch, [type of defect] is fixed free of charge. Support beyond this is set by a separate written annex covering [scope and charges].

ANSWER

12 Confidentiality, termination and handover assistance

The parties keep shared information confidential. The contract may be terminated on [condition]; on termination the contractor delivers the work, code and documents produced up to that date within [period] and provides [scope] assistance with handover.

ANSWER

If what is being delivered is the move of an AI-built prototype into production, you can borrow the "pass" criteria of the production-readiness audit for the acceptance criteria in item 4.

Production-readiness audit: <https://ceobee.dev/engineering/is-your-vibe-coded-app-production-ready/>

This template is not a legal text. Have a lawyer draft or read any binding contract.

Describe your project: <https://ceobee.dev/projects/new/>