

STATEMENT OF WORK ESSENTIALS

The **Statement of Work** is a document that lists and describes all essential and technical requirements for the effort to be performed, including standards to determine whether the requirements have been met. This document must include a detailed budget and may include the following items where appropriate:

- Objective or purpose
- Period of performance [**Timeline**]
- A general description of the actions to be performed by the contractor/subcontractor and the expected results.
- A list of detailed work requirements. List tasks and what is expected. This should provide both technical and performance specifications. [**Specific tasks**]
- Performance, quality and timeliness requirements. This includes required or acceptable levels of performance on each specific task measured in terms of accuracy, response time, and speed. [**Methods**]
- Workload requirements. A description of levels or size of contractual/sub contractual effort.
- Personnel requirements. Minimum qualifications or skill levels expected in the contractor's/subcontractor's staffing.
- Reporting requirements. Describe any reports to be submitted by the contractor/subcontractor to show progress. [**Deliverables**]

Minimum Requirements:

A Statement of Work should consist of:

1) Specific Tasks

2) Methods to achieve those tasks

3) Deliverables

4) Timeline

All of the above should be specific to the project.

Contract Accord 1: Statement of Work

The **Statement of Work (SOW)** is an integral part of the sponsored research agreement. The SOW should define the who, what, when, where, why, and how of the project effort, governing and providing direction for the conduct of research.

Milestones and deliverables should be defined in the SOW or in the contract terms. Such milestones and deliverables should be consistent with the parties' expectations but are not guaranteed; however, the University has an obligation to perform research on a reasonable efforts basis. The contract clauses and the SOW should be consistent, but in the event of an inconsistency the contract clauses control and take precedence over any statements made in the SOW. The SOW defines the specific aims and activities to be undertaken; any significant or material changes or modifications should be reduced to writing and agreed to by authorized representatives of the Sponsor and the University.

EXPLANATION:

THE STATEMENT OF WORK SHOULD IDENTIFY:

- The principal investigator(s) (PI(s))
- Project staffing
- Project objectives
- Description of the research to be conducted
- Locations where the research work will be conducted
- Deliverables and milestones, defined in a sufficient level of detail such that one can determine if they are met
- The period of performance
- Any special resources required
- Timing and frequency of meetings and reports

PRINCIPLES:

- The SOW should be sufficiently detailed as to define the project and distinguish it from other research undertaken by the investigators.
- The SOW may include items that are subject to change due to the nature of the research (e.g., research activity).
- The SOW should define the research plan and not presume an outcome, but should address goals and aims.
- The SOW needs to be aligned with the budget.
- The term "deliverables" should be used only when there is, in fact, tangible property, such as, but not limited to, software, reports, computer hardware, or other engineered material that is expected to be provided by the University to the Sponsor.

- The responsible administrative office at the University should review the SOW and any significant and material changes after each redraft.
- The PIs should explain any known dependency on background IP in the SOW (See Contract Accord 5).
- The boundaries for any foreground intellectual property (FIP) (to which the Sponsor may have a license or option) are set by the project description and by the contract dates. (See Contract Accord 6)
- No contract (legal) terms should be incorporated in the SOW.

OUTLIERS:

- The University may, with the consent of the PI, agree not to accept funding from the Sponsor's competitors for closely related research.
- A master/blanket/umbrella agreement would generally set all contractual terms for several projects, except those that are project-specific. The master agreement may allow modification of IP or other terms by mutual agreement for a specific project.
- A project that involves extensive collaboration, exchange of personnel, access to the Sponsor's facilities, industrial internships for the graduate students, and so forth may require unusual terms regarding the actual conduct of the research.