Statement of Work Tips

The Statement of Work (SOW) is the heart of your Contract and is part of a legal document, it contains the customized, specific obligations of the Contractor. Technical authorities must ensure that the SOW and is clear and contain obligations that are enforceable against the Contractor.

Here are some tips for strengthening your SOW:

1. CREATE OBLIGATIONS ON THE CONTRACTOR.The SOW is part of the Contract and describes the work the Contractor must perform. Create obligations the Contractor must perform – use “must” not “should” – “must” means the Contractor HAS to do this. “Should” means the Contractor should do this but it is not an obligation. For example:

2. USE PRECISE LANGUAGE.Use precise and clear language to state “WHO”, “WHAT”, “WHEN”, “WHERE” and “HOW” the work is to be done or the units/items delivered. This helps clearly set out the obligations of the Contractor and aids in making the SOW enforceable.

3. OBLIGATIONS, NOT FACTS!Convert statements of fact into an obligation of the Contractor. Don’t fall into the trap of using the passive voice, which removes the WHO from the obligation. For example:

Poor: After testing, the equipment will be monitored.

Better: Contractual Obligation: After testing, the Contractor must monitor the equipment.

4. TABLES, EXAMPLES. Examples and tables can be very helpful in explaining complex concepts. So, for example, if you are including a formula, describe it in words, but also include an example with numbers and results.

5. THINK AHEAD.Consider both the scope and term of your contract. Does it cover your full potential needs? What if the project is successful? Will you want more, do you want additional options to extend the contract?

6. PROOFREAD IT, THEN READ IT AGAIN**.** It is critically important that you perform quality control checks on the SOW. A document needs to be read many times and by more than one set of eyes. Here are some last-minute checks to do on your documents:

* Do a word search for “shall” and “should”. If you need this work or level of performance, change these words to a “must”.
* Do a word search for “must” and ensure it states “The Contractor must . . .” rather than “Testing must - -” or “the vehicle must”.
* Do a word search for “and/or” – is it acceptable if the Contractor only does one of the referenced items? If so, change the “and/or” to “or”. Does Canada want both items done? Then change the “and/or” to “and”.
* When you do the spelling and grammar check, watch for warnings that you have used the passive voice – this is often a red flag that “who” is responsible for something is unclear.
* Use plain language and stay away from jargon. The SOW must make sense to a non-technical reader, plain language is the best way to ensure that Canada receives the goods and services it is paying for. Courts will interpret ambiguity in a Contract against the drafter – so even if Canada and the Contractor know what the intent of the language is, it can be VERY DIFFICULT enforcing ambiguous statements.