

SOW-MSA Compliance Guide

1. Introduction

This document provides a concise explanation of the rules applied when comparing a Statement of Work (SOW) against its governing Master Service Agreement (MSA). The aim is to quickly identify whether an SOW adheres to the contractual terms set forth in the MSA.

2. Detailed Field Validation Rules

For each key field, here's how an SOW's compliance is determined:

2.1. General Agreement Details

a. Effective Date / Start Date

- An SOW is compliant if its effective date is on or after the MSA's effective date.

b. Agreement Duration / Term

- An SOW is compliant if its project duration falls within the overall term of the MSA.

c. Notice Period for Termination

- An SOW is compliant if its notice period aligns with or is more favorable to the Client than the MSA's standard notice period.

2.2. Financial Terms

a. Payment Terms

- An SOW is compliant if its payment terms strictly adhere to the conditions and cycles specified in the MSA.

b. Negotiated Rate Per Hour

- An SOW is compliant if its negotiated hourly rate does not exceed the standard or maximum rate defined in the MSA.

2.3. Key Clauses (Presence/Absence)

a. Force Majeure Clause

- An SOW is compliant if it explicitly contains a Force Majeure clause when required by the MSA.

b. Indemnification Clause

- An SOW is compliant if it explicitly contains an Indemnification clause when required by the MSA.

c. Renewal Options Clause

- An SOW is compliant if its renewal terms align with the MSA's policy regarding automatic renewals or explicit extensions.

d. Confidentiality Clause

- An SOW is compliant if it explicitly contains a Confidentiality clause when required by the MSA.

e. Data Security Clause

- An SOW does not have to have a Data Security Clause. MSA will prevail.

This streamlined guide facilitates quick and clear compliance assessment.