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**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.