

Example Pro Bono Statement of Work

Originally created for Module 2 (Perill Stream), this example has been updated and amended to reflect a Pro-Bono statement of work. All changes are highlighted for your convenience.

Introduction

There's no such thing as a standard agreement or Statement of Work (SOW) as:

- every country's legal framework is different
- every company and purchasing department have their differences
- every client and engagement is unique

Some engagements will have long, complicated legal agreements for every one-off purchase. Others will have a long overarching legal agreement (that binds you to confidentiality, payment terms etc.) and then each engagement is managed using an SOW or even just a Purchase Order.

You may be asked to create your own legal agreement or SOW for the client to sign (which they may request changes to) OR you may be asked to sign the client's agreement / SOW (which you should add to or adapt as necessary).

Because there are so many possible variants, the SOW example below is not provided as a template you should copy and use – rather, it should be seen as an example to ensure that all the elements contained here are covered in your own agreements or SOW's.

Example Pro Bono Statement of Work

SOW Number: XXX - 001

17 December 2020

Eddie Glockenspiel
Kindly Screw Manufactory Limited
Yau Tong Industrial City Block A,
Yau Tong
Hong Kong

By Email: xxx@xxx.com

Dear XXXXX

We would like to confirm the following details pertaining to Team Coaching Services to support the XXXX Team (SMT) of XYZ Limited through a period of transformational change.

Client:	XXXXX Limited
Proposal Ref No:	XXXXXXXX
Term of Contract:	Initially, 12 months from xx/xx/2021 (A example for this program, February to October 2021)
Coaches:	2 coaches to be provided (working as a pair). 1 x Senior Team Coach and 1 x Team Coach
Location:	Team coaching workshops will take place at a combination of offsite and onsite locations as agreed with the SMT.
Professional Fees:	Total: GBP XXXXX +(taxes) for the delivery of services under this SOW PLUS – reasonable expenses as agreed in advance Pro Bono: Total:£0.00 (Gratis) PLUS – reasonable expenses as agreed in advance

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<p>Services Included in SOW</p>	<p>A 12-month team coaching program, including:</p> <ul style="list-style-type: none"> • Creation and agreements as required between necessary involved parties; • Refining the team coaches' understanding of the XYZ LIMITED; • Initial benchmark team performance and other diagnostic information from the team and stakeholders; • 8 team coaching sessions; • 3 team meeting observation sessions; • 2 team check-in calls; • 5 one to one sessions between the team leader and Bob XXX (coach); • Mid-point and end-point diagnostic reviews. <p>For Pro Bono</p> <p>Min of 2 sessions, ideally 4 - each consisting of 2-3 hours between February & October 2020.</p> <ul style="list-style-type: none"> • Up to 2 team meeting observations • Up to 2 Team check ins • Up to 5 one to one Team Leader sessions
<p>Confidentiality / Ethics:</p>	<p>The Coach/Facilitators shall keep all discussions and all other information about the client strictly confidential, using a duty of care no less strict than would be applied to any Coach/Facilitator. This Agreement will be governed in accordance with the laws of xxxx and all parties irrevocably submit to the exclusive jurisdiction of the xxxxx courts. If any dispute arises in connection with this agreement, the parties hereto shall attempt in the first instance to resolve such dispute through consultations with each other.</p> <p>All coaches are accredited with the International Coaching Federation (ICF) and / or the European Mentoring & Coaching Council (EMCC) and adhere to both codes of ethics as outlined in the following links.</p> <p>www.coachfederation.org/icf-ethics www.emccouncil.org/quality/ethics</p>
<p>Supervision:</p>	<p>All of our coaches are supervised by lead coaches where the coaching cases may be discussed. This is in line with the best practices and requirements of ICF and EMCC.</p>
<p>Cancellation Policy:</p>	<p>Any sessions confirmed by the coach and client that are canceled by the client with less than 24 hours' notice are chargeable in full to the client, provided that if the client is unable to attend the session at the time and date scheduled due to causes beyond the control of the client, the coach shall use reasonable efforts to reschedule the session, in which case the client will not forfeit and will not pay extra for the rescheduled session.</p> <p>Where costs have been incurred prior to the cancellation, or where it's not possible for the coach to rearrange the session, the company reserves the right to charge in full.</p> <p>Not applicable for Pro Bono</p>

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<p>Payment Terms:</p>	<p>Adjust the below to reflect the Pro-Bono agreement & express that only expenses (where agreed) are chargeable.</p> <p>100% will be invoiced upon the day of service. Fees are payable in <<currency>> by electronic transfer to XXXX account in <<COUNTRY>> (details to be advised).</p> <p>Any foreign exchange, banking charges, VAT, and withholding tax shall be borne by the client, so that payment of the invoiced value shall be received in its entirety by XXXX.</p> <p>Payment terms are 30 calendar days. We reserve the right to charge interest at the rate of 3% above XXXX in cases where invoices are past their due date.</p>
<p>Non-Solicitation:</p>	<p>The client shall not, for a period of 12 months after the completion of the work under this agreement, hire or otherwise engage or associate with any individual provided by the company to fulfil the assignment.</p> <p>Not applicable for Pro Bono</p>

If you have any questions regarding the above, please contact us at XXXXXX. To confirm your agreement to the above, please sign and return a copy of this document to us.

Signed by:

Signed by:

NAME
COMPANY

NAME
On behalf of <<CLIENT>>:

40-44 Bonham Strand, 7F
Sheung Wan, Hong Kong

Title:
Date: