

THE EXCELLENCE DISTRICT — PROJECT DOCUMENTATION TEMPLATES

General Educational Templates

These templates are starting points for member projects and are not a substitute for transaction-specific legal advice. Contract enforceability, required notices, licensing, worker classification, lien rights, consumer protections, professional-practice rules, tax treatment, electronic-signature rules, and other requirements depend on the governing jurisdiction and the facts. For material, regulated, construction, employment, real-estate, securities, healthcare, intellectual-property-transfer, or high-value matters, obtain review from a qualified professional before signing.

PROJECT SAFETY GATE — COMPLETE BEFORE WORK STARTS

- ☐ Correct legal names of all parties confirmed.
- ☐ Each signer's capacity / authority confirmed.
- ☐ Scope and exclusions written.
- ☐ Deliverables and acceptance criteria written.
- ☐ Start date and target completion date written.
- ☐ Compensation and payment timing written.
- ☐ Expenses and reimbursements addressed.
- ☐ Confidentiality needs identified.
- ☐ Intellectual-property ownership / license addressed.
- ☐ Access to systems, property, accounts, or data addressed.
- ☐ Required licenses / credentials verified where relevant.
- ☐ Insurance requirements considered where relevant.
- ☐ Change-order process agreed.
- ☐ Cancellation / termination rights agreed.
- ☐ Dispute process and governing law considered.
- ☐ Signatures obtained before material work begins.
- ☐ Final signed copy retained by every party.

TEMPLATE 1 — STATEMENT OF WORK / PROJECT SCOPE

Project Title: [PROJECT NAME]

Effective Date: [DATE]

Parties

Client / Requesting Party: [LEGAL NAME]

Service Provider / Performing Party: [LEGAL NAME]

1. Project Objective

The parties intend to complete the following objective:

[PLAIN-LANGUAGE OBJECTIVE]

2. Scope of Work

The Service Provider will perform:

- [TASK / SERVICE 1]
- [TASK / SERVICE 2]
- [TASK / SERVICE 3]

3. Deliverables

Deliverable 1: [DESCRIPTION]

Due: [DATE]

Acceptance standard: [OBJECTIVE STANDARD]

Deliverable 2: [DESCRIPTION]

Due: [DATE]

Acceptance standard: [OBJECTIVE STANDARD]

4. Out of Scope

Unless added by a written Change Order, the following are excluded:

- [EXCLUSION]
- [EXCLUSION]

5. Client Responsibilities

The Client will timely provide:

- [INFORMATION / ACCESS / APPROVAL]
- [MATERIALS]
- [DECISION-MAKER / CONTACT]

6. Schedule

Start date: [DATE]

Target completion: [DATE]

Milestones:

[DATE] — [MILESTONE]

7. Fees and Payment

Project fee / rate: [AMOUNT / RATE]

Deposit, if any: [AMOUNT / PERCENT]

Payment schedule: [SCHEDULE]

Approved expenses: [RULE]

Late-payment terms, if lawful and agreed: [TERM]

8. Acceptance

A deliverable is accepted when:

[ACCEPTANCE PROCESS]

If the Client identifies a material nonconformity, the Client will describe it in writing within [NUMBER] business days after delivery. The parties will use the Change Order process for work outside the agreed acceptance criteria.

9. Changes

No material change to scope, price, deliverables, or schedule is effective unless documented in a written Change Order approved by both parties.

10. Incorporated Agreement

This Statement of Work is governed by the parties' [SERVICES AGREEMENT / OTHER AGREEMENT] dated [DATE], if any.

Client

Name:

Title / Capacity:

Signature:

Date:

Service Provider

Name:

Title / Capacity:

Signature:

Date:

TEMPLATE 2 — GENERAL SERVICES AGREEMENT

This Services Agreement is entered as of [DATE] by and between [CLIENT LEGAL NAME] ("Client") and [SERVICE PROVIDER LEGAL NAME] ("Provider").

1. Services

Provider will perform only the services described in one or more written Statements of Work signed or otherwise approved by the parties.

2. Performance Standard

Provider will perform the services in a professional and timely manner consistent with the agreed scope. Client will provide information, access, decisions, and approvals reasonably necessary for performance.

3. Fees

Client will pay the fees stated in the applicable Statement of Work. No fee not stated in the agreement or an approved Change Order is owed.

4. Invoices and Payment

Invoice schedule: [SCHEDULE]

Payment due: [NUMBER] days after invoice.

Disputed invoice items should be raised promptly and in writing. Undisputed amounts remain payable according to the agreed schedule.

5. Expenses

[Choose one]

A. Provider bears all ordinary expenses unless a written Change Order states otherwise.

B. Client will reimburse only expenses approved in writing in advance and supported by reasonable documentation.

6. Changes

Either party may request a change. A requested change does not alter the project unless both parties approve a written Change Order stating the effect on scope, price, schedule, and deliverables.

7. Confidentiality

Each party will use the other party's nonpublic confidential information only for the project, use reasonable safeguards, and disclose it only to people who need it for the project and are subject to appropriate confidentiality duties. Confidential information does not include information that is lawfully public, already known without restriction, independently developed without use of the confidential information, or lawfully obtained from a third party without confidentiality duty.

8. Data and Access

Each party remains responsible for the accounts, credentials, systems, and data it controls. Credentials should be shared only when necessary and through appropriate secure methods. Upon completion or termination, access should be removed when no longer needed.

9. Intellectual Property

Pre-Existing Materials.

Each party retains ownership of intellectual property it owned before the project or developed independently of it.

Project Deliverables.

Choose and complete one approach:

A. Client Ownership After Payment: Upon full payment, Provider assigns to Client the transferable intellectual-property rights Provider owns in the final custom deliverables specifically identified in the Statement of Work, excluding Provider's pre-existing materials, tools, libraries, templates, know-how, methods, and third-party materials.

B. Provider Ownership / Client License: Provider retains ownership and grants Client a [nonexclusive / exclusive] license to use the deliverables for [PURPOSE / TERM / TERRITORY].

C. Shared / Special Arrangement: [DESCRIBE PRECISELY].

Embedded Pre-Existing Materials.

To the extent Provider's pre-existing materials are embedded in a deliverable, Provider grants Client the license reasonably necessary to use the accepted deliverable as agreed.

Third-Party Materials.

Third-party software, fonts, stock assets, open-source code, platform terms, or other third-party content remain subject to their own licenses.

10. Publicity

Neither party may use the other party's name, logo, confidential project information, or testimonial publicly without permission, except as otherwise agreed in writing.

11. Independent Relationship

Unless another written agreement expressly states otherwise, Provider is an independent contractor and not Client's employee, partner, joint venturer, fiduciary, or agent for purposes beyond the agreed project. Neither party may bind the other without written authority.

12. Compliance and Credentials

Each party is responsible for laws, permits, licenses, professional rules, and policies applicable to its own role. Provider will not represent itself as holding a license or credential it does not hold.

13. Warranties

Each party represents that it has authority to enter the agreement. Provider represents that, to Provider's knowledge, it has the right to provide the services and materials it supplies. Any additional warranty must be written in the Statement of Work.

14. No Guarantee of Business Result

Unless expressly written as a contractual performance obligation, Provider does not guarantee revenue, funding, rankings, approvals, legal outcomes, employment, audience growth, investment returns, or other results controlled by third parties or market conditions.

15. Limitation / Allocation of Risk

The parties should state any agreed limitations of liability, exclusions of consequential damages, insurance requirements, or indemnity provisions here only after considering the transaction and governing law:

[NEGOTIATED RISK TERMS OR "NONE"]

16. Term and Termination

This Agreement begins on [DATE] and continues until [DATE / TERMINATED].

Either party may terminate:

- for material breach not cured within [NUMBER] days after written notice;
- immediately for unlawful conduct or material security risk, if appropriate; or
- for convenience on [NUMBER] days' written notice, if agreed.

Upon termination, Client will pay for accepted work performed and approved expenses through the termination date, subject to any contrary written term.

17. Project Records and Return of Property

At completion or termination, each party will return or securely dispose of the other party's property and confidential information as agreed, subject to lawful retention requirements and ordinary backup systems.

18. Disputes

Before filing a claim, the parties will first attempt good-faith direct resolution through designated decision-makers for at least [NUMBER] days, unless emergency relief or a legal deadline requires faster action.

Optional next step: [MEDIATION / ARBITRATION / COURT].

Do not select arbitration without understanding the effect on court and jury rights.

19. Governing Law and Venue

Governing law: [STATE / JURISDICTION]

Venue / forum: [COUNTY / COURT / OTHER]

These terms should be checked for the specific transaction.

20. Entire Agreement

This Agreement, its Statements of Work, Change Orders, and any expressly incorporated exhibits form the parties' agreement concerning the covered services and supersede prior inconsistent discussions about those services.

21. Amendments

Amendments must be in writing and approved by both parties.

22. Electronic Signatures / Counterparts

To the extent permitted by applicable law, the parties may sign in counterparts and by accepted electronic-signature methods.

CLIENT

Legal Name:

By:

Name:

Title / Capacity:

Date:

PROVIDER

Legal Name:

By:

Name:

Title / Capacity:
Date:

TEMPLATE 3 — MUTUAL CONFIDENTIALITY AGREEMENT

Effective Date: [DATE]

Party A: [LEGAL NAME]

Party B: [LEGAL NAME]

Purpose

The parties expect to exchange nonpublic information solely to evaluate or perform [PROJECT / RELATIONSHIP].

Confidential Information

“Confidential Information” means nonpublic business, technical, financial, operational, customer, member, product, strategy, pricing, trade-secret, or other information disclosed in connection with the Purpose and reasonably understood to be confidential.

Exclusions

Confidential Information does not include information the receiving party can show:

- was lawfully known without confidentiality restriction before disclosure;
- became public through no breach;
- was independently developed without use of the disclosing party’s Confidential Information; or
- was lawfully obtained from another source without a confidentiality obligation.

Use and Protection

Each receiving party will:

- use Confidential Information only for the Purpose;
- protect it using reasonable safeguards;
- disclose it only to personnel, contractors, or advisers who need it for the Purpose and are appropriately bound;
- promptly address known unauthorized access or disclosure.

Compelled Disclosure

If legally required to disclose Confidential Information, the receiving party may do so to the extent required and, when lawful and reasonably practicable, will provide notice so the disclosing party may seek available protection.

No Transfer of Ownership

Disclosure does not transfer ownership or grant a license except the limited right to use the information for the Purpose.

Return / Destruction

Upon written request or completion of the Purpose, the receiving party will return or destroy Confidential Information as reasonably practicable, subject to applicable retention duties and routine backups.

Term

The confidentiality duties apply for [NUMBER] years after disclosure, except trade-secret obligations may continue as long as the information qualifies for protection under applicable law.

No Obligation to Proceed

Neither party is required to proceed with a transaction merely because information was exchanged.

Governing Law: [JURISDICTION]

PARTY A

Name / Capacity / Signature / Date

PARTY B

Name / Capacity / Signature / Date

TEMPLATE 4 — INDEPENDENT CONTRACTOR PROJECT AGREEMENT

Parties: [HIRING PARTY] and [CONTRACTOR]

Effective Date: [DATE]

Services

Contractor will perform the services described in the attached Statement of Work.

Compensation

[AMOUNT / RATE / MILESTONES]

Independent Business Relationship

The parties intend an independent contractor relationship. Contractor controls the manner and means of performing the work subject to agreed deliverables, deadlines, security requirements, and lawful project standards. Contractor is responsible for its own ordinary business expenses, taxes, registrations, and insurance except as expressly stated otherwise.

Important Classification Note

Calling a worker an “independent contractor” does not determine legal classification. Classification depends on applicable law and the actual relationship. If the engagement resembles employment, obtain qualified review before using this template.

No Authority to Bind

Contractor may not enter obligations on behalf of the hiring party without written authority.

Confidentiality

[INCORPORATE NDA OR INSERT CONFIDENTIALITY TERMS]

Intellectual Property

[INSERT SELECTED OWNERSHIP / LICENSE TERMS]

Equipment and Access

[STATE WHO PROVIDES EQUIPMENT, ACCOUNTS, SOFTWARE, VEHICLES, TOOLS, OR MATERIALS]

Compliance

Contractor will maintain licenses or credentials legally required for Contractor's services.

Term / Termination

[TERM AND NOTICE]

Signatures

[HIRING PARTY]

[CONTRACTOR]

TEMPLATE 5 — COLLABORATION / MEMORANDUM OF UNDERSTANDING

Parties:

[PARTY A]

[PARTY B]

[ADDITIONAL PARTIES]

Purpose

The parties intend to collaborate on:

[PROJECT / INITIATIVE]

Shared Objective

[OBJECTIVE]

Roles

Party A:

[RESPONSIBILITIES]

Party B:

[RESPONSIBILITIES]

Resources Contributed

Party A: [MONEY / TIME / SPACE / IP / EQUIPMENT / AUDIENCE / OTHER]

Party B: [MONEY / TIME / SPACE / IP / EQUIPMENT / AUDIENCE / OTHER]

Decision-Making

Operational decisions will be made by:

[PROCESS]

The following decisions require approval of all parties:

[BUDGET / BRAND / IP / PUBLIC STATEMENTS / MATERIAL CHANGES]

Money

Each party bears its own costs unless stated otherwise.

Shared budget / revenue / expense rules:

[TERMS]

Brand and Public Communications

No party may publicly claim another party is a sponsor, partner, endorser, agent, or affiliate beyond the relationship actually approved in writing.

Intellectual Property

Pre-existing IP remains with its owner.

New jointly created material:

[OWNERSHIP / LICENSE / USE RIGHTS]

Confidentiality

[TERMS OR INCORPORATED NDA]

No Partnership Unless Intended

Unless the parties expressly create a legally recognized partnership or joint venture in a separate reviewed agreement, this MOU does not itself authorize one party to bind another.

Term

[START / END]

Exit / Wind-Down

A party may withdraw on [NOTICE] subject to completing agreed transition duties. The parties will address shared funds, property, data, public communications, and unfinished work in writing.

Signatures

[ALL PARTIES]

Mentor: [NAME]

Mentee: [NAME]

Start Date: [DATE]

Review / End Date: [DATE]

Purpose

The mentorship focuses on:

[SKILLS / GOALS / PROJECT]

Format

Meeting cadence:

Communication channel:

Expected preparation:

Expected response time:

Free / Paid:

If paid, compensation terms:

Boundaries

The mentor will share experience, education, perspective, accountability, and feedback within the mentor's actual competence. Unless separately licensed and engaged for a regulated professional service, mentorship does not create an attorney-client, clinician-patient, fiduciary investment-adviser, tax-preparer, or other regulated professional relationship.

Confidentiality

The parties agree to treat nonpublic personal and business information shared in the mentorship as confidential, subject to agreed exceptions and legal requirements.

No Guaranteed Result

Mentorship does not guarantee employment, income, funding, licensing, promotion, business success, or any other outcome.

Conduct

Both parties will maintain respectful, lawful communication and may end the relationship for safety, misconduct, persistent boundary violations, or incompatibility.

Youth

If the mentee is a minor, use a separate youth-safeguarding and parent/guardian-consent process before mentorship begins.

Signatures

Mentor:

Mentee:

Parent / Guardian if required:

TEMPLATE 7 — REFERRAL AGREEMENT

Parties:

Referring Party: [NAME]

Service Provider: [NAME]

Purpose

The Referring Party may introduce prospective clients or opportunities to the Service Provider.

No Guarantee / No Authority

A referral does not guarantee a sale or engagement. The Referring Party may not make binding promises, professional representations, pricing commitments, or guarantees on behalf of the Service Provider unless separately authorized in writing.

Compensation

Referral fee, if lawful: [AMOUNT / FORMULA]

Trigger for earning fee: [SIGNED CONTRACT / CLEARED PAYMENT / OTHER]

Payment timing: [DATE / NUMBER OF DAYS]

Exclusions / existing relationships: [RULE]

Regulated-Industry Check

Before promising or paying any referral compensation, the parties must determine whether the applicable industry or profession restricts fee-sharing, commissions, referral compensation, unlicensed solicitation, or lead generation. This is especially important in legal, insurance, securities/investment, real-estate, healthcare, mortgage, tax, and other regulated fields.

Confidentiality and Privacy

Only the minimum necessary prospect information should be shared, and only with appropriate permission.

Term / Termination

[TERM / NOTICE]

Signatures

Referring Party:

Service Provider:

TEMPLATE 8 — CHANGE ORDER

Project:

Original Agreement Date:

Change Order Number:
Date:

Requested By:
Reason for Change:

Original Scope Affected:
[DESCRIPTION]

Requested Change:
[DESCRIPTION]

Added / Removed Deliverables:
[DESCRIPTION]

Fee Impact:
Original price:
Change:
New total:

Schedule Impact:
Original completion:
Change:
New completion:

Other Effects:
[IP / STAFFING / ACCESS / ASSUMPTIONS / ACCEPTANCE]

Approval
This Change Order becomes effective only when approved by both parties.

Client:
Signature / Date

Provider:
Signature / Date

TEMPLATE 9 — PROJECT ACCEPTANCE & CLOSEOUT RECORD

Project:
Client:
Provider:
Completion Date:

Deliverables Received

☐ Deliverable 1

☐ Deliverable 2

☐ Deliverable 3

Open Items / Punch List

[ITEM / OWNER / DUE DATE]

Acceptance

☐ Accepted as complete

☐ Accepted subject to listed open items

☐ Not accepted — material issues attached

Final Payment Status

☐ Paid

☐ Due

☐ Disputed amount documented

Access / Property Closeout

☐ Credentials changed or revoked as needed

☐ Client property returned

☐ Provider property returned

☐ Confidential files handled as agreed

☐ Final source files / exports delivered as agreed

☐ Licenses / third-party materials documented

IP / License Record

Final ownership / license position:

[SUMMARY]

Lessons / Feedback

What worked:

What should change:

Future opportunity:

Client

Name / Signature / Date

Provider

Name / Signature / Date

RECOMMENDED SITE FLOW

Member finds expert

- clicks “Start a Project”
- selects project type
- completes Project Safety Gate
- selects appropriate template
- fills scope and payment terms
- adds NDA / IP / referral terms if needed
- both parties review
- signatures captured
- project status becomes “Ready to Start”

No site workflow should represent a generic template as guaranteeing legal protection or enforceability. The value of the system is clarity, documentation, informed consent, version control, and routing high-risk matters for appropriate review.