

# Sample SOW: Dedicated specialist capacity

PixelCrayons | Sample for review | 9 October 2026

Use with the Agency Services Agreement, identified by date and version below. This sample does not authorise work. Complete the commercial fields and approve proposed terms before signature. Attach only this relevant SOW rather than the entire service library.

Provider: [Select ValueCoders India LLP for an Indian customer, or ValueCoders Services LLP for an international customer]. Contracting address: 703 Sector 15 Part 2, Gurugram 122001, Haryana, India.  
Agency: [full legal name and address].

## Engagement particulars

Every service needs the following details, even where a published package is selected.

| Field                                      | Complete before payment                                |
|--------------------------------------------|--------------------------------------------------------|
| Parties and agreement reference            | [Legal names; agreement date]                          |
| Client/project/account identifier          | [Name or confidential identifier]                      |
| Selected service and exact scope           | [Package, quantities, inclusions and exclusions]       |
| Required inputs and permissions            | [Inputs, owner, due dates]                             |
| Account manager and escalation contact     | [Names and emails]                                     |
| Agency approver                            | [Name and backup contact]                              |
| Channels and working calendar              | [Hours, timezone, holidays and response targets]       |
| Deliverables and acceptance                | [Evidence/checklist for each output]                   |
| Start, review, completion or billing dates | [Dates and timezone]                                   |
| Fees and payment                           | [Currency, tax, instalments, due dates]                |
| Value allocation                           | [Deliverable/milestone values, totalling the fee]      |
| Third-party costs and permissions          | [Payer, subscriptions, usage caps, renewal, branding]  |
| Data, AI and rights                        | [Approved access/tools, licences, processing addendum] |
| Commitment and exit                        | [Applicable schedule, notice, refund process]          |
| Handover and support                       | [Files, access, records and support coverage]          |
| Signatures                                 | [Both parties, names, titles and dates]                |

For ongoing work, allocate the period fee across deliverables or reserved capacity. Unfinished work owed by the Provider does not simply expire on a calendar boundary. Never charge the same task under a package and again under shared hours.

## Service-specific terms

**Suitable for:** one assessed role with a stable ongoing workload.

Record the role, skill profile, interview approval, monthly fee, 160 reserved hours or other agreed allocation, working calendar, overlap, time reporting, supervision and responsibilities. Select the role-specific fee from the current quote; do not apply a dedicated role's hourly equivalent to unrelated ad hoc work.

The first month is standalone and does not automatically renew. Continued staffing requires written agreement; thereafter either party may end the reservation with 30 calendar days' written notice and a prorated partial final period. Define the proration method before payment: [method]. No separate multi-month minimum is implied.

**Proposed holiday and leave operating terms, requiring delivery approval:** the source policy describes up to ten standard Provider holidays annually and internally managed casual, sick and earned leave. Attach the actual holiday calendar before signing; do not invent employee leave counts. Normal scheduling is Monday to Friday, up to eight working hours per day, with the specific working window and overlap written into the SOW. Breaks are not productive hours. The commercial commitment is the stated monthly capacity, normally 160 hours, not a promise that every calendar month contains exactly twenty workdays.

Holidays and leave do not silently reduce the committed paid capacity. Before the month starts, disclose foreseeable shortfalls and agree rescheduling within normal working limits, an approved suitably skilled backup, or a proportional credit/refund. Proposed settlement: reconcile each billing month; any make-up in the following month needs Agency agreement and must be completed within that month. Do not average a shortfall over an indefinite engagement or require renewal to recover it. A non-renewing customer receives the corresponding refund. Credit/refund value is the monthly fee divided by committed monthly hours, multiplied by undelivered Provider-unavailable hours, without double recovery.

Agency holidays, missing tasks or inaccessible systems count as reserved available time only if the approved specialist was actually available and the account manager documented the blocker and sought alternative priorities. Planned Agency closures should be raised before the next period. Such Agency-unused time does not roll over. Provider holidays, leave, attrition, training and internal meetings are not reclassified as Agency-unused time.

**Proposed continuity targets:** give at least five business days' notice of planned absence where practicable, and notify unexpected absence promptly. For an absence expected to exceed three business days, present a continuity plan and aim to make an equivalent backup available within five business days of the first absence. If no approved backup is available, apply the capacity remedy above. These are draft operating targets for review, not a representation that backup is always immediately available.

Explain any replacement and obtain reasonable skill/security approval before access. Proposed review window: five business days from the profile and interview opportunity; silence is not acceptance. Where feasible, provide up to seven calendar days of overlap for knowledge transfer at no additional charge. Sudden departure may prevent overlap; documentation, access revocation and the continuity plan still apply. Do not replace a person automatically merely because twelve months have elapsed. Escalate performance concerns with an evidence-based improvement plan; security issues may require immediate removal.

Overtime, weekend work and holiday work require written approval of dates, hours and fees before they are incurred. No default eight free overtime hours or 1.5x surcharge is included. Statutory working-time limits still apply. Provider recovery or correction time is not chargeable overtime. For a partial first/final month, the proposed basis is calendar-day proration of both fee and committed capacity within that billing month; record exact dates and amounts before payment. The parties may agree a different explicit basis.

The Provider remains the employer/contractor of its personnel and handles applicable compensation and employment obligations. The Agency directs agreed task priorities through the named contacts without

acquiring authority to make employment commitments for the Provider. The account manager coordinates concerns and escalation.

Dedicated time is a capacity reservation, not a guarantee of unlimited output or a fixed quantity without estimating the tasks. Agreed-scope errors receive correction under the agreement; record how correction work avoids charging the Agency again. Handover includes the approved backlog, repositories, documentation and access transfer.

Standard workstation, ordinary delivery tools, management and internet are included. Special equipment or customer-mandated software needs prior written cost approval, ownership and return arrangements. A named specialist is not an unlimited team. Formal background checks, enhanced screening or insurance evidence must be confirmed before they are promised.

## Deliverable and commercial record

| Output or reserved capacity | Acceptance evidence / availability record | Due date / period   | Allocated fee         |
|-----------------------------|-------------------------------------------|---------------------|-----------------------|
| [Specify]                   | [Objective checks]                        | [Date and timezone] | [Currency and amount] |

Total fee: [amount and currency]. Payment dates: [dates]. Third-party costs: [itemised approved costs or None]. Proposed terms accepted or varied: [identify each selection]. Supporting MSA version and date: [identify and attach]. The allocated values must total the agreed fee. This SOW does not override legal terms unless an express signed variation identifies the relevant MSA clause.

## Approval and signatures

Provider authorised signatory: [name, title, signature, date]. Agency authorised signatory: [name, title, signature, date]. The Provider and Agency each receive the completed MSA and SOW, including attachments, before signing.