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Five Best Practices for Businesses Providing Creative and Development Services

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These five best practices provide technology service providers, consultants and creatives with a framework for developing and maintaining good client relationships, limiting risks of nonpayment and successfully executing projects.

1. Give Clients a Roadmap

If you provide creative and technology services, many of your clients and potential clients may not be familiar with the various pieces required for their overall project and the importance of a collaborative process to get it done well. During a pre-sales pitch or in a response to an RFP, give your clients a roadmap that provides an orientation about the various pieces involved for their overall project, which pieces you provide and which ones you do not (and can perhaps help them procure through subcontracting or a referral), what third party programs and tools are used, the client's role, and your methodology for managing and executing the project. If your methodology is very detailed and includes your "secret sauce," avoid distributing it unless you have a signed non-disclosure agreement with the client, or keep it at a high level to avoid giving away trade secrets. If you are giving out your roadmap, make sure to slap your logos and trademark and copyright notices on it. It is not only a good marketing piece but also your intellectual property. Giving clients a clear roadmap is the first step to setting and managing expectations throughout the client relationship.

2. Statements of Work Should Outline Each Project

For each project, develop a statement of work and refine and finalize this document with your client so that it clearly outlines the project and expectations on both sides. A good statement of work should clearly define the deliverables and lay out key operational and business terms such as timeframes and deadlines, the process for review and revisions, scheduled reports and meetings, milestones or acceptance criteria and any special payment process and schedule. Statements of work should also identify key personnel on both sides and any third party tools and materials used and any necessary licenses for those. While the statement of work is often considered a business document, it should get signed and become part of your agreement. Therefore, when preparing the statement of work, it is important to avoid acronyms, vague terms or marketing statements and to confirm that the statement of work does not (unintentionally) conflict with any general contract terms with your client.

3. Contracts Should Set the Parameters for the Client Relationship

While your statement of work covers the guts of a specific project, your contract or general terms should describe the broader relationship with your client. This document does not have to be long and complicated, but it should be clear and cover some key items – identifying each party and their respective obligations, confidentiality, ownership of deliverables, term and termination, pricing and payment, warranties, allocation of liability, and some parameters for resolving disputes and interpreting the contract. While many successful businesses start doing work ‘on a smile and a handshake,’ it is ideal to have the contract and statement of work completed and signed by both parties **before** you start the work so you can rely on a mutual understanding of the terms and obligations.

4. Anticipate Changes and Expansion

It is fairly typical for clients’ expectations to change, expand or evolve as a project proceeds. Rather than be the victim of “scope creep,” you should anticipate change with a process that is flexible and ensures that you get compensated for your work. Statements of work should very clearly define the scope of the project and when applicable, identify as out-of-scope any known items that you know might be confusing or assumed by clients to be covered. You should clarify that anything out-of-scope would be subject to additional fees. Your contract should lay out a process for managing change requests. Ideally, you should require that the client present any change requests to you in writing. You should agree to consider requests in good faith and communicate any changes in timing and costs. Whenever possible, conversations should be over the phone or in-person rather than texts and emails to ensure better and more cordial communication. The agreement should also provide that no changes to the statement of work will be binding until both parties sign a revised statement of work or written document.

5. Include a Testing and Acceptance Process

Most projects will require some level of client feedback and approvals at various stages and most work product will require revisions, corrections or bug fixes before they are final. The contract or statement of work should detail the client’s responsibilities to be responsive and give feedback and approvals and should explain that a lack of necessary feedback can delay a project. The statement of work should include a testing and acceptance process that gives clients the opportunity to review or ‘test drive’ their deliverables. This process should also give you some finality that the client has had sufficient time (a number of days specified in the agreement) to get back to you with any open issues before you consider the project complete. Ideally your client will officially sign off on the project and let you know that they are very satisfied with your work, giving you some assurances that you will receive any final payments due and that you will get hired for additional projects by the client in the future.

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