

Subcontractor Agreement

[Prime Contractor] hereby agrees to pay [Subcontractor] (hereafter known as Subcontractor) \$XX per hour, up to a maximum of \$XXXX, for the following scope of work to be performed for [Client] (hereafter known as Client):

[Work description]

Subcontractor will perform work according to the attached schedule and budget. If changes in the scope of work or other actions of Client make it impossible for Subcontractor to meet the specified schedule and budget, Subcontractor will notify [Prime Contractor] as soon as possible, and in any case before deadline occurs and/or budget is exceeded, so that [Prime Contractor] can renegotiate contract changes with Client.

Work will be completed by [end date].

Subcontractor will bill [Prime Contractor] every two weeks. Billings for telephone expenses will be accompanied by written log of phone calls made and a copy of the phone bill. Billings for other expenses will be accompanied by copies of the appropriate bills. Upon receiving Subcontractor's invoice, [Prime Contractor] will bill Client and will pay Subcontractor as soon as Client check is received, but not later than 60 days from receipt of Subcontractor's billing.

At project conclusion, Subcontractor will submit paper and electronic copies of all final deliverables to both [Prime Contractor] and Client.

To the extent that the work includes material subject to copyright, Subcontractor agrees that the work is done as a "work for hire" as that term is defined under U.S. copyright law, and that, as a result, [Client] shall own all copyrights in the work. To the extent that the work does not qualify as a work for hire under applicable law, and to the extent that the work includes material subject to copyright, patent, trade secret, or other proprietary right protection, Subcontractor hereby assigns to [Client], its successors and assigns, all right, title and interest in and to the work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof).

If any of the information Subcontractor obtains during the course of this contract is specified as being confidential, Subcontractor will retain this information in confidence and will make no use of this information except under the terms and during the existence of this agreement. Subcontractor's obligation with respect to confidentiality shall extend to the earlier of (a) such time as the information protected hereby is in the public domain through no fault of Subcontractor or (b) ten years following the receipt of the information by Subcontractor.

If Client should cancel this project, this contract shall be terminated. In such a case, Subcontractor will be reimbursed for all time and expenses incurred before being notified of the project's cancellation.

Subcontractor acknowledges that this account represents a contract between [Prime Contractor] and the Client, and that Subcontractor has become aware of this project through Subcontractor's relationship with [Prime Contractor]. Subcontractor warrants that he/she will not interfere with the contractual relationship between [Prime Contractor] and the Client, nor will he/she breach his/her duty of good faith, owed by virtue of this subcontractor relationship to [Prime Contractor], by directly soliciting or otherwise contracting to do business with the Client for a period of two years after the termination of the services performed under this contract.

Subcontractor acknowledges acceptance of the terms and conditions of this agreement by signing below in the space indicated.

[Prime Contractor Signature]

Date

Subcontractor Signature

Date

Address

Social Security #

Address

Phone Number