

[company logo]

Subcontract Terms and Conditions

Project: [Client company, specific project if applicable]

Client Contact Person: [name]

Staffing: [primary contractor name] serves as project manager for designers and technical writers on this project, in addition to any of her responsibilities as designer or writer. [primary contractor name] performs or delegates all administrative tasks such as hiring and firing subcontractors, invoicing, and designating work assignments. Subcontractor services can be terminated or a subcontractor can leave the project for any reason with five (5) days' written notice; in such an event, fees earned to date are due to the subcontractor and all copies of work performed are due to [primary contractor name]. [primary contractor name] and the subcontractors on this project perform all services as independent contractors, not as employees of the client, nor are subcontractors employees of [primary contractor company name]. Nothing in this agreement shall be construed as to create a partnership between [primary contractor company name] and subcontractor.

Collaboration and noncompete agreement: [primary contractor name] believes that collaboration is always better than competition; nevertheless, she has a business to maintain. While under this contract with [primary contractor company name] and for six (6) months afterwards, a subcontractor agrees not to independently market their own services or the services of others with the client company specified for the project. A subcontractor further agrees to avoid quoting fees for services to the client, and agrees to avoid arranging to provide any additional services during this period without the written permission of [primary contractor name]. The six (6)-month period starts with the subcontractor's last invoice to [primary contractor name]. This agreement does not in any way obligate [primary contractor name] to guarantee any amount of work on this or any other project.

Fees and payment: Subcontractor fees for this project are based on the time and materials required, billed at an hourly rate of \$[rate]. Additional compensation for rush work may be available for this project. Subcontractors submit invoices to [primary contractor name] [how often or days of month]. (Timesheets and original receipts for expenses may be required, as may diskette or tape backup copies of work in progress.) [primary contractor name], not the subcontractor, bills the client and pays the subcontractor within three (3) business days after payment is received from the client. [primary contractor name] must authorize out-of-pocket expenses, in accordance with her agreement with the client

Confidentiality: Subcontractor will maintain the confidentiality of information relating to this project.

Work agreement: The subcontractor agrees to perform the services described below. We expect the primary work to be [short work description]. Signatures indicate acceptance of the terms and conditions. Any modifications of this document must be in writing, attached to this document, and signed and dated separately by both parties.

[primary contractor company name]

by _____
[primary contractor name], [Title]

Date

Subcontractor _____

[subcontractor name], [subcontractor company name]

Date