

IT/TECH SUBCONTRACTOR AGREEMENT

This **IT/Tech Subcontractor Agreement (the "Agreement")** is made and executed on _____ day of _____, 20 _____ (the "Effective Date"), by and between [PRIME CONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at _____ (the "**Prime Contractor**"), and [SUBCONTRACTOR NAME], a [STATE] corporation, with its principal place of business located at _____ (the "**Subcontractor**").

WHEREAS, Company desires to engage Subcontractor to provide certain IT/tech services to Company on a subcontract basis; and

WHEREAS, Subcontractor desires to provide such services to Company on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

Services

1. Subcontractor shall provide the following IT/tech services to Company on a subcontract basis:

Service: _____

Service: _____

Service: _____

Service: _____

1 Term

The term of this Agreement shall commence on the date first above written and shall continue until terminated by either party upon thirty (30) days' written notice to the other party.

2 Compensation

Company shall pay Subcontractor for the services provided under this Agreement as follows:

- \$_____/hour.
- \$_____ Per Job completed.
- Commission of ____% based on _____.
- Other. _____.

Accordingly, the Subcontractor will be paid. (select one)

- Starting on _____, 20____, on a
 - Weekly,
 - Monthly, and
 - Quarterly basis.
- Once the services rendered have been completed.
- Upon receipt of an invoice from the Subcontractor by the General Contractor.
- Other. _____

3 Independent Contractor

Subcontractor shall perform the services under this Agreement as an independent contractor and not as an employee, agent, or partner of Company. Subcontractor shall be solely responsible for its own employees, including without limitation, their compensation, taxes, and benefits.

4 Confidentiality

Subcontractor agrees to maintain the confidentiality of all confidential and proprietary information of Company, including without limitation, any trade secrets, confidential information, customer lists, business plans, financial information, and other proprietary information.

5 Ownership

All intellectual property rights in any work product created by Subcontractor pursuant to this Agreement shall be owned by Company.

6 Representations and Warranties

Subcontractor represents and warrants that: (i) it has the necessary expertise and experience to perform the services under this Agreement in a professional and competent manner; (ii) it shall comply with all applicable laws, regulations, and industry standards in performing the services under this Agreement; and (iii) it shall not infringe on any third-party intellectual property rights in connection with its performance under this Agreement.

7 Indemnification

Subcontractor agrees to indemnify, defend, and hold harmless Company and its affiliates, officers, directors, employees, agents, and assigns from and against any and all claims, suits, damages, liabilities, costs, and expenses (including without limitation, reasonable attorneys' fees) arising out of or in connection with Subcontractor's performance under this Agreement.

8 Termination

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of this Agreement by the other party, which is not cured within such thirty (30) day period.

9 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any dispute arising out of or in connection with this Agreement shall be resolved in the [state/country of incorporation of Company], and the parties hereby consent to the jurisdiction of the courts in the [state/country of incorporation of Company].

10 Insurance

Subcontractor shall maintain comprehensive general liability insurance, including coverage for any claims arising out of or in connection with the services provided under this Agreement. Subcontractor shall provide Company with proof of such insurance upon request.

11 Confidentiality of Company's Customers

Subcontractor agrees to maintain the confidentiality of Company's customers' information and to not use or disclose such information for any purpose other than to perform the services under this Agreement.

12 Non-Solicitation

During the term of this Agreement and for a period of [insert timeframe] after the termination of this Agreement, Subcontractor shall not directly or indirectly solicit, hire, or attempt to solicit or hire any employee of Company without Company's prior written consent.

13 Limitation of Liability

In no event shall either party be liable to the other party for any indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement, even if such party has been advised of the possibility of such damages. The maximum liability of either party under this Agreement shall be limited to the compensation paid by Company to Subcontractor for the services provided under this Agreement.

14 Independent Contractor Status

Subcontractor acknowledges and agrees that it is an independent contractor and not an employee, agent, or partner of Company for any purpose. Subcontractor shall be responsible for paying all taxes, including without limitation, federal, state, and local income taxes, social security taxes, and unemployment taxes, arising out of or in connection with Subcontractor's performance under this Agreement.

15 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent that such failure or delay is due to an event beyond its reasonable control, including without limitation, acts of God, war, terrorism, civil unrest, strikes, labor disputes, fire, flood, or other natural disasters.

16 Notices

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally, sent by registered or certified mail, postage prepaid, or sent by recognized overnight courier service, to the addresses set forth above.

17 Assignment

Subcontractor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Company. Any attempted assignment or transfer without such consent shall be null and void.

18 Waiver

No waiver by either party of any provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement or of any subsequent breach of the same or any other provision.

19 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20 Headings

The headings in this Agreement are for convenience only and shall not affect its interpretation.

21 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, agreements, and understandings, whether oral or written, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written

Client/Contractor Signature: _____ **Date:** _____

Client/Contractor Name: _____

Title: _____

Subcontractor Signature: _____ **Date:** _____

Subcontractor Name: _____

Title: _____