Subcontracting Contract Template

The provisions in this document will govern our relationship with Joan Larson while she conducts work on behalf of Summit Consulting Group, Inc. at the Acme Company.

- 1. You will identify yourself as a subcontractor for Summit Consulting Group, Inc. You will not hand out personal business cards or talk about your personal practice at any time.
- 2. You will do no promotion for your personal business at any time.
- 3. You will implement according to instructions provided by Summit Consulting Group, Inc., and will not agree to any altered, modified, or new conditions with the client. Any such client requests will be passed on to Alan Weiss for decision. You understand that all client property and work product will remain with the client, and all Summit Consulting Group property and work product will remain with Summit Consulting Group at the conclusion of the project, or prior to the conclusion if requested.
- 4. Your expenses will be reimbursed monthly, within 10 days of receipt. You will turn in expenses on the last day of the month. Reimbursement will include airfare at discounted coach rates, taxis, meals (not to exceed \$75 per day), hotel room at the Marriott Downtown, and tips. All other expenses, including phone, recreation, and laundry are not reimbursable.
- 5. Your payment rate will be \$1,500 per day on-site, and \$750 per day off-site, as directed and approved by Summit Consulting Group, Inc. You agree that the work assigned to you will be completed within 60 days with a cap of 15 actual days on-site and a cap of four days off-site. You will complete the following work, even if it requires additional days but payment will cap at the levels noted:
 - Conduct 12 focus groups as assigned for 90 minutes each.
 - Analyze and produce reports on each group in progress.
 - Analyze and produce a report for the total group experience.
 - Meet with Alan Weiss at the conclusion to discuss the final report.

Fees will be paid within 10 days of the submission of your time reports at the conclusion of each month, provided that all individual focus group progress reports have been submitted.

- 6. All work created and all materials provided to you are the sole property of Summit Consulting Group, Inc. You may not cite this organization as your client in conversation or in writing, and all communications with Summit Consulting Group, Inc. and Acme are confidential and subject to the nondisclosure agreement you have signed.
- 7. You will conduct yourself professionally, observe business ethics and courtesy, and meet the work requirements above. Failure to do so in the opinion of Acme and/or Summit Consulting Group, Inc. will result in termination of this agreement and cessation of payment.
- 8. We reserve the right to terminate this agreement unilaterally with 24 hours' notice. If we do so, you will immediately turn in all client and Summit Consulting Group materials and work products. Upon such return we will provide the balance due you for outstanding fees and expenses.
- 9. Upon successful completion of the project, you will return to us within five working days all client materials, work products, and Summit Consulting Group materials, as directed.
- 10. You may not independently solicit this client for business for a period of one year following the completion of this project as determined by the date of your final expense reimbursement or debriefing report to us, whichever comes last.

Your notarized signature below indicates full agreement and compliance with these requirements:

Notary, including signature, date, and seal:

Joan Larson

Date: _____