

Subcontractor Agreement

Solo practitioners often utilize additional help on a situational basis, which is usually called “subcontracting.” It’s important to establish the “rules of the road” with subcontractors before implementation, so that there are no surprises.

The agreement which follows is meant to constitute the criteria to cover. You may want your attorney to draw up the agreement, though I find that solid relationships are stronger than any legal agreement, and poor relationships will undermine the most “air tight” legal agreement.

Some hints:

- Utilize people whom you know and trust.
- Even when you don’t require help, continue to search for and build relationships for the times you will need help.
- Consider subcontracting when you need help with volume of work, when you need expertise you don’t possess, when the work is not of interest or learning to you, or when you are better off with “backup.”
- Always remember that the client is yours alone.

The provisions in this document will govern our relationship while Joan Larson 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.
4. Your expenses will be reimbursed monthly, within ten days of receipt. You will turn in expenses on the last day of the month. Reimbursement will include air fare 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, laundry, etc. 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 4 days off site. You will complete the work below, 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 ten days of the submission of your time reports at the conclusion of each month, providing that all individual focus group progress reports have been submitted.

6. All work created and all materials provided 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 non-disclosure 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.

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

seal:

Notary, including signature, date, and

Joan Larson

Date: _____