Subcontractor Contract  
Master Agreement

This subcontractor contract comes in two parts.   
  
The first part is the 'Master Agreement' and is set out on this page.  
  
The second part is the ['Project Specific Agreement'](http://www.independent-consulting-bootcamp.com/consulting-contract-template.html) that is supplementary to and sits behind the Master Agreement. 

This Agreement, made this [ Insert Date ] by and between:

[ Insert **Subcontractor** business Name and Address ] (**"The Contractor**") and

[ Insert **Lead Consultant** business Name and Address ] ("**"The Company"**").   
Subcontractor contract example - narrative:

* Sets out the date of the agreement and the parties to the agreement

**Preamble**  
**The Company** is ordinarily in the business of providing consulting services to various entities and organizations ("Clients") in the disciplines of [ Performance Management and Performance Improvement ].  
  
**The Company** wishes to engage the **Contractor** and **Contractor** wishes to provide consulting services to Clients of **The Company** based on the terms and conditions set out in this Agreement, hereafter referred to as the "Master Agreement".   
  
Therefore, in consideration of the shared intent, mutual covenants and agreements contained herein, the parties agree to be bound as follows:  
  
Subcontractor contract example - narrative:

* Preamble and context for the contract

1. **Duties**

**The Company** engages the **Contractor** and the **Contractor** accepts **The Company's** engagement to provide consulting services (hereafter referred to as "Services") to the Clients. **The Company** and the **Contractor** will enter into supplementary contracts ("Project Specific Agreements") which will include, but not be limited to, terms specifying the Services to be provided to the Client, start and completion dates, the compensation and the method of payment by **The Company** to the **Contractor**.

The Project Specific Agreement will be substantially in the format attached to this Agreement as Appendix A. The **Contractor** will devote it's best efforts as it deems necessary to discharge it's duties and obligations under this Master Agreement and any Project Specific Agreements.

Subcontractor contract example - narrative:

* Definition of the "Services"
* This contract is the "Master Agreement" or framework agreement that defines the overarching relationship between the lead contractor and the subcontractor
* Introduction of and cross reference to the Project Specific Agreement which is supplementary to the Master Agreement
* A separate Project Specific Agreement will be completed for each discreet client assignment
* The Project Specific Agreement contains information which is specific to each and assignment and client; the Master Agreement defines the framework relationship within which specific projects are set up managed and delivered

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2. **Compensation**

**The Company** agrees to pay the **Contractor** compensation for the Services agreed upon between the **The Company** and the **Contractor** as required by the Client's project and as set out in the Project Specific Agreement.

The **Contractor** will submit invoices monthly which specify the client, project, consulting days worked, professional fees and related business expenses. **The Company** will pay such compensation to the **Contractor** by Direct bank transfer within [ 30 ] days of the date of the **Contractor's** invoice .

Subcontractor contract example - narrative:

* Basic arrangements for billing, expenses and payment of invoices

3. **Standards and Deliverables**

The work performed and the resulting deliverables, outputs, outcomes, products or reports produced by the **Contractor** will be suitable for their intended purpose.

The **Contractor** will, in the course of performance of the Services, create and maintain files, working papers and records relating to the performance of the Services as directed by **The Company**. Such files, working papers and records, including any appendices, attachments or supporting information, will be the sole and absolute property of **The Company**.

Subcontractor contract example - narrative:

* The Lead Contractor will need to retain control of the working papers and documentation that underpin the assignment

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4. **Information, Data and Materials**  
  
When requested, the **Contractor** will promptly disclose and provide to **The Company** fully and completely, together with all related and supporting data, information, reports, methods, formulae, computer designs, inventions, software specifications, manuals and visual aids (hereafter collectively and individually referred to as "Information, Data and Materials") created, procured, conceived or prepared by the **Contractor** as a consequence of the performance of the Service referenced in this Master Agreement or under a Project Specific Agreement.

All such Information, Data and Materials will be deemed to be confidential and will be the sole and exclusive property of **The Company** as set out in Section 5 below.

Subcontractor contract example - narrative:

* Defines Information, Data and Materials

5. **Ownership of Information, Data and Materials**

Information provided to the **Contractor** by or at the discretion of **The Company** or a Client or developed by the **Contractor** in carrying out it's duties under this Agreement and / or a Project Specific Agreement, all Information, Data and Materials will be the property of and be assigned by the**Contractor** unconditionally to **The Company** or as **The Company** may direct, without additional compensation to the **Contractor**.

Subcontractor contract example - narrative:

* Establishes Lead Contractor ownership of Information, Data and Materials

6. **Confidentiality Requirements**

The **Contractor** will maintain confidentiality and will not disclose, use or publish any information relating to the client, the client's business, the Services, the consulting assignment, the Master Agreement or the Specific Project Agreement except as required to carry out out it's duties to the Client or **The Company** except in circumstances where prior written consent has been obtained from **The Company** to allow such disclosure, use or publishing.

Information will include but not be limited to materials concerned with: trade secrets, pricing, commercial contracts, financial models, methods and data, key controls, technical data, product specific information, computer software, documentation and specification and any information concerned with the valuation or trading of any share or security.

Notwithstanding anything in this Agreement to the contrary, the **Contractor**retains the right to disclose, use or publish any information that is in the public domain or otherwise becomes known to the public through no fault of the **Contractor**.

This clause will continue in force for a period of two (2) years after termination of this Master Agreement and / or the Project Specific Agreement covering the assignment, whichever date being the later.

The **Contractor** will maintain as confidential all details of compensation or remuneration with, but not limited to the following parties: Client, Client staff, other members of the **The Company** project team.

Subcontractor contract example - narrative:

* Basic confidentiality clause - fairly standard
* Note that the last paragraph specifically requires confidentiality around compensation and remuneration. If you engage multiple subcontractors on the same assignment then it is likely that you will be paying each of them a different rate. Ideally none of the subcontractors should know the rate being paid to any of the other subcontractors. Furthermore, ideally you would not wish for the client to be aware of the rates paid to your subcontractors since that would reveal to the client the overall profitability of the assignment to you as Lead Contractor
* In reality, people talk! It is probable that during the course of an assignment one or more of your subcontractors will discuss the rates being paid with another subcontractor.

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7. **Copyrights**  
  
Any work that is capable of protection under copyright created by the**Contractor** during the performance of the Services will be the property of**The Company** as author and owner of the copyright in such work.

The **Contractor** will, without charge to **The Company** (except as set out below) execute, acknowledge and deliver to **The Company** all papers, assignments and applications of copyright registration or renewal, as may be necessary to enable **The Company** to protect or publish said works by copyright or otherwise in any and all countries.

For a period of two years from the latest of the date of expiry or termination of this Master Agreement or the Project Specific Agreement under which the work was created, the **Contractor** will render all such assistance as **The Company** may require in any legal or other proceeding or litigation involving the rights in said works provided however that **The Company** gives reasonable notice to the **Contractor** of the need for said assistance to the**Contractor** and provides reasonable compensation to the **Contractor** for such assistance.

Further, the **Contractor** agrees to provide similar assistance and support to any nominee, successor, agent or assignee of **The Company**.

Subcontractor contract example - narrative:

* The objective of this clause is to establish ownership of material that is capable of protection under copyright. The Lead Contractor will wish to establish and retain control of the intellectual property that is developed during the course of the client assignment. The clause requires all subcontractors to commit to provide support as required to enable the lead contractor to establish and maintain ownership and control
* Inevitably, some subcontractors will challenge this requirement, particularly if they are bringing to the assignment some particular specialist knowledge or skill and their own proprietary intellectual property

8. **Indemnity**  
  
The **Contractor** will indemnify **The Company**, together with it's officers, agents, subcontractors, subsidiaries, affiliates and employees, and hold them harmless from any damage, loss, expense or liability arising from all work and activities undertaken by the **Contractor** in connection with this Agreement.

Said indemnity will extend to include damage to property, injuries to or death of any persons, including but not limited to the **Contractor**, employees or subcontractors of the **Contractor**, all other persons undertaking any element of the Services and Client staff arising from or in connection with any act or omission of the **Contractor**, employees or subcontractors of the **Contractor**.

The **Contractor** will, at it's sole expense, defend any law suits or other actions brought against **The Company**, it's officers, subcontractors, agents, subsidiaries, associate companies, affiliates or employees, on account of any said act or omission, and will pay all expenses and settle any and all judgements which may be rendered against them, in connection with the execution of the services that are the subject of this Master Agreement and any Specific Project Agreement.

Subcontractor contract example - narrative:

* Seeks to establish indemnity for the Lead Contractor for any loss or claim that arises as a consequence of the input provided by a subcontractor

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9. **Compliance by Contractor**  
  
With respect to Services performed by the **Contractor**, employees or subcontractors of the **Contractor**, the parties will:

9.1 Safety and Security Regulations of the ClientComply with all of the security and safety regulations in effect as they apply and are required by the Client.   
  
Subcontractor contract example - narrative:

* Self explanatory

9.2 Payment of Taxes and notifications to Tax authoritiesAdhere to and comply with the obligations of the Internal Revenue Service (IRS), HM Revenue & Customs (HMRC) or other Tax authorities, as appropriate to the jurisdiction under which the assignment is undertaken.

The contractor will operate within the requirements of all tax laws and regulations, and interpretations thereof, and be solely responsible for reporting the entire compensation paid under this Master Agreement and any Project Specific Agreements and ensure timely settlement of all taxes and other similar deductions, and all payments or premiums made for workers' compensation cover, including but not limited to National Insurance, Pension and Healthcare contributions or other payments as required by law.   
  
Subcontractor contract example - narrative:

* States that the subcontractor is responsible for managing his own tax affairs

9.3 Laws and RegulationsComply with all laws and regulations that are applicable to the jurisdiction in which the Services will be provided.  
  
Subcontractor contract example - narrative:

* Self explanatory

9.4 InsuranceObtain and maintain in force insurance cover of the types and in amounts as follows:

a. Professional Indemnity Insurance with limit of [ £ / $ insert amount ] per claim or occurrence.b. [ ]c. [ ]  
  
Subcontractor contract example - narrative:

* Self explanatory

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10. **Key Personnel**  
  
The **Contractor** acknowledges that it's selection by **The Company** as a candidate organization to undertake the Service for the Client was predicated on representations made to **The Company** by the **Contractor**prior to the date of the Master Agreement.

And the Further, it is understood and agreed by the **Contractor**that any Services performed under this agreement will be performed or directly supervised by certain key personnel of the **Contractor** business, with those individuals being regarded as essential to the successful delivery of the Service being proposed ("Key Personnel").

The Key Personnel for the each successive project will be named in the Project Specific Agreement. Notwithstanding this requirement, the **Contractor**retains the right to substitute named Key Personnel for resources of a similar quality and experience.

**Project Manager:**a Project Manager will be assigned by **The Company** to oversee delivery of the Services and act as a point of liaison between the Client, **The Company** and the **Contractor**. The name of the Project Manager will be recorded in the Project Specific Agreement.  
  
Subcontractor contract example - narrative:

* Establishes the concept of "Key Personnel" - the named individuals who will be working on the assignment and who's direct involvement is considered central to the success of the project
* Establishes the Right of Substitution which is an important element of proof of independent contractor status - refer to Contractor Tests
* Establishes that the Lead Consultant will appoint a Project Manager to oversee the assignment. The Lead Consultant may choose to fulfil this role himself or delegate to another

11. **Entire Agreement**  
  
This Master Agreement sets forth the entire framework Agreement between the parties and may not be altered or amended except in writing signed by each both parties.

Subcontractor contract example - narrative:

* Self explanatory

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12. **Relationship of Parties**  
  
The **Contractor** will be engaged or retained by **The Company** only for the purposes and to the extent set out in this Agreement and any supplementary Project Specific Agreements.

The **Contractor's**relationship to **The Company** will be during the period or periods that Services are provided, that of an independent Contractor. During times when the **Contractor** is not committed or obliged under the terms of this agreement the **Contractor** will be at liberty to dispose of such portion of it's time, skill and energy in any manner that the **Contractor** sees fit.  
  
This Agreement will not establish a partnership, agency or joint venture between **The Company** and the **Contractor**. The **Contractor** will not be considered under this Agreement or otherwise as having the status of an employee or be entitled to participate in any schemes, plans, arrangements or distributions by **The Company** pertaining to or in connection with any financial benefit or benefit in kind including but not limited to stock options, bonus arrangements, profit sharing or other benefit's that may be provided from time to time to **The Company's** employees.  
  
Subcontractor contract example - narrative:

* Establishes that the relationship between the Lead Contractor and the Subcontractor is Business to Business rather than Employer to Employee

13. **Assignment of Obligations and Rights**

Obligations or rights under this Master Agreement or supplementary Project Specific Agreements may not be assigned by the **Contractor** other than with prior written consent of **The Company**.  
  
Subcontractor contract example - narrative:

* Establishes that the subcontractor can not assign his rights and obligations under this contract to a third party, unless consent is given by the Lead Contractor. It is important that the rights and obligations vest personally in each subcontractor

14. **Non-Waiver**  
No delay or failure of either party in exercising any right hereunder, and no partial or single exercise of said rights will be deemed to constitute a waiver of such right or of any other rights set out in this agreement.  
Subcontractor contract example - narrative:

* Self explanatory

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15. **Employment by Client**

The **Contractor**, Contractor's employees or subcontractors will not be employed or contracted directly or indirectly by the Client for a period of 6 months after the end date of each Project Specific Agreement.  
Subcontractor contract example - narrative:

* Self explanatory

16. **Term and Termination**

Unless otherwise agreed in writing by the parties, this Agreement will terminate upon the first to occur:

a) twelve (12) months from the date first written above; or

b) upon the event of termination of the contract between **The Company** and a Client pursuant to which the **Contractor** is providing the Services

However, if this agreement would ordinarily terminate as a consequence of either (a) or (b) above, **The Company** will have the right, at it's sole discretion, to extend or modify the term of this Master Agreement and / or any Project Specific Agreements by giving written notice of such extension or variation to the **Contractor** at the **Contractor's** address as recorded on the first page of this agreement.  
Subcontractor contract example - narrative:

* Self explanatory

17. **Law**

This Agreement will be governed by and construed in accordance with the Laws of [ insert country name ]. Any dispute which may arise between the parties concerning this Agreement will be determined by the [ insert Country / County ] Courts and the parties hereby submit to the exclusive jurisdiction of the [insert Country / County ] courts for such purpose.  
Subcontractor contract example - narrative:

* Self explanatory

Signed:

On behalf of The Company [ Lead Consultant Company ]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of **The Contractor** [ Subcontractor Company ]

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_