

SUBCONTRACT AGREEMENT

This is a Subcontract Agreement ("Subcontract") made as of _____ between Murphy and Associates, Inc., with offices located at 3445 Carillon Point, Kirkland, WA 98033. ("Prime Contractor") and _____ with offices located at _____ ("Subcontractor").

WHEREAS, Prime Contractor has a pre-existing agreement to provide consulting services ("Contract") with _____, or its affiliates thereof, ("Customer"); and

WHEREAS, Prime Contractor desires to have Subcontractor assist in the performance of the Contract by having Subcontractor perform, recruit, employ and assign to perform services for Customer such temporary personnel as may be requested from time to time by Prime Contractor; and

WHEREAS, Subcontractor desires to assist in the performance of the Contract:

NOW, THEREFORE, in consideration of the promises and undertaking herein contained, Prime Contractor and Subcontractor enter into this Subcontract and mutually agree to the following:

1. Subcontractor's Services. Subcontractor will perform, recruit, employ and assign to perform services for Customer such temporary personnel as may be requested from time to time by Prime Contractor. All such personnel will be subject to the review and approval of Prime Contractor and Customer.
2. Term of Subcontract. The Term of this Subcontract shall be the same as the term of the Contract including all renewals or extensions thereof, unless otherwise terminated as provided herein.
3. Payment of Services. Prime Contractor agrees to pay Subcontractor for services rendered by Subcontractor under this agreement according to the pricing terms set forth in Schedule A. Subcontractor will submit weekly hours (invoices) to Prime Contractor in the form, and with such detail, as may be required by the Customer under the Contract with respect to the services being performed by Subcontractor. Such invoices are due and payable Net 30.
4. Reimbursement for Direct Costs. Subcontractor shall be entitled to reimbursement from Prime Contractor for all reasonable costs incurred in the performance of services under this Subcontract to the extent that such costs are reimbursable by the Customer and under the Contract. Such costs will be set forth on regular invoices rendered by Subcontractor to Prime Contractor for services rendered under this Subcontract.
5. Audit Rights. Nothing in this Subcontract shall give Prime Contractor the right to audit the books and records of the Subcontractor. However, the Customer will be permitted such access as may be required under the Contract to such of Subcontractor's records as will substantiate the billings to Subcontractor hereunder. Prime Contractor also reserves the right to request documentation of adherence to state and federal laws as explained in item 7.
6. Assignment of Subcontracting. No part of this Subcontract or of the obligations or rights of either party hereto shall be assigned or subcontracted without the prior written consent of the other party.
7. Independent Contractor. Subcontractor shall be an independent contractor under this Subcontract and shall assume all rights, obligations, and liabilities applicable to an independent contractor. Subcontractor shall comply with any and all state and federal laws regarding age, citizenship, hours, wages, and conditions of employment affecting the service covered by this Subcontract, and Subcontractor shall pay the taxes or contributions measured by wages of its employees required by the Internal Revenues Code, the Federal Unemployment Tax Act, Federal Insurance Contributions Act, and any other payroll tax.

8. Insurance. Subcontractor agrees to procure and maintain at its own expense insurance with insurance companies authorized to do business in the state where the work is being performed, covering all operations under this Subcontract to be performed by Subcontractor, of the kinds and in the minimum amounts required under the Contract.
9. Evidence of Insurance. Subcontractor will deliver to Prime Contractor certificates of insurance and such additional assurance and evidence of the insurance required by item 8 as Prime Contractor may from time to time request.
10. Termination. This Subcontract may be terminated under any or all of the following conditions:
 - (a) By mutual written consent of the parties hereto,
 - (b) Upon completion of the work under the Contract,
 - (c) By either party upon breach by the other party of a material provision of this Subcontract, or
 - (d) By either party upon the insolvency of the other party, or upon filing of a voluntary petition in bankruptcy by the other party or to have the other party declared a bankrupt, or upon the appointment of a reviver or trustee for the other party, or upon the execution by the other party of an assignment for the benefit of creditors.
11. Incorporation of Contract. Each of the provisions of the Contract, which apply to the performance of services by Subcontractor hereunder, are incorporated herein by reference. With respect to each such provision incorporated herein, references to the Client shall be deemed to be references to Prime Contractor, as appropriate, and references to Prime Contractor shall be deemed to be references to Subcontractor, as appropriate.
12. Notices. All notices and other communications pursuant to this subcontract shall be in writing and shall be deemed to have been duly given if personally delivered or, if mailed, when mailed by United States certified or registered mail, or by Federal Express (or comparable overnight mail service), postage prepaid to the other party at the address set forth on the first page of this Subcontract (or at such other address as shall be given in writing by either party to the other).
13. Validity of Terms. If any term of provision of this Subcontract shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Subcontract, the validity of the remaining portions or provisions hereof shall not be affected thereby.
14. Waiver. No waiver of a breach of any provision in this Subcontract shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Subcontract shall not be construed as a waiver thereof. The remedies herein reserve shall be cumulative and additional to any other remedies in law or in equity.
15. Resolution of Disputes. The parties agree that, in the event of a dispute arises between them, they will attempt, in good faith, to resolve such disputes in an amicable and equitable manner. However, if any dispute can not be resolved, the parties agree that the matter will be resolved in accordance with the dispute resolution provision, if any, in the Contract. If there is no such provision in the Contract, then the parties agree that the matter will be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association to institute the arbitration proceedings. The fees and expenses of the arbitrators shall be shared equally by both parties.
16. Governing Law. The terms of this Subcontract will be construed and enforced in accordance with the laws of the State of Washington.

17. Entire Agreement. This Subcontract and its attachments constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all prior and contemporaneous agreements and understandings, and no other understanding which modifies the terms hereof shall be binding unless made in writing and executed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Subcontract as of the date first written.

PRIME CONTRACTOR

SUBCONTRACTOR

By: _____

By: _____

Title

Title

Print Name

Print Name

Date

Date

Mailing Address:

Murphy and Associates, Inc.
3445 Carillon Point
Kirkland, WA 98033