

Employment Agency, Temporary, Agreement

_____, referred to as AGENCY, and _____, referred to as CLIENT, agree:

AGENCY shall supply skilled services temporary services for CLIENT under the terms and conditions stated herein.

AGENCY shall provide services within the following fields to CLIENT upon the request of CLIENT:

CLIENT shall requisition such services by written agreement as far in advance as is possible. CLIENT shall specify the fields and qualifications within the fields desired, the time periods for work, and the applicable rates.

AGENCY provided workers shall be considered solely as employees of AGENCY and shall not be considered to be employees of the CLIENT. Any benefits required by law such as worker's compensation or social security shall be the sole responsibility of AGENCY. Further, AGENCY shall maintain non-owned vehicle coverage with minimum limits of liability for personal injury of \$1,000,000.

AGENCY shall indemnify and hold CLIENT harmless from claims of arising out of services provided by workers to CLIENT.

All services shall be performed to the satisfaction of CLIENT. Upon notice of dissatisfaction AGENCY shall relieve any personnel provided and replace them with other personnel.

Upon request of CLIENT, AGENCY shall require any workers supplied under this agreement to execute a non-disclosure agreement as to any confidential business information, secret processes or trade secrets that any workers may become privy to during their performance under assignment for CLIENT.

AGENCY further agrees that in the event any workers provided herein create any patentable or copyrightable matter that the entire rights to the patentable or copyrightable matter shall be held by CLIENT. AGENCY shall upon request of the CLIENT require all workers provided by AGENCY to execute invention and intellectual property assignment agreements.

AGENCY shall require its employees to promptly disclose to AGENCY and to CLIENT any inventions or other intellectual property created during worker's service for CLIENT. AGENCY and CLIENT agree that such intellectual property shall be considered to be works for hire. AGENCY and its workers shall execute any documents and will fully cooperate with CLIENT in the execution of any documents, or provide other assistance in the prosecution of patents or other proceedings. Such cooperation shall be at the expense of CLIENT.

AGENCY may from time to time receive confidential or proprietary knowledge from CLIENT. AGENCY agrees not to disclose such information and in addition to use the same level of security for such information which it uses for its own confidential information.

CLIENT shall be invoiced for the agreed upon labor rate provided in their requisition, together with any reasonable expenses required to be incurred by any workers provided by the agency, every _____ days; which invoices shall be due _____ days after

rendition.

Dated: _____

_____ By Client

_____ By Agency

Employment Agency, Temporary, Agreement Review List

This review list is provided to inform you about this document in question and assist you in its preparation. This is a fairly standard temporary employment agency agreement. It can be adapted to similar uses should you find need for that as well.

1. Make multiple copies. Give one each to the Agency and Client. Each party would be advised to keep copies in both their project files and corporate records.