



AGREEMENT FOR SUPPLYING TEMPORARY TECHNICAL PERSONNEL

This is an Agreement ("Agreement") made as of _____, 20____, between _____, which has offices at _____, (called "we," "us," and "our" in this Agreement) and _____, which has offices at _____, (called "you" and "your" in this Agreement).

1. Statement of Work

You have requested that we supply certain of our employees to you on a temporary basis to supplement your own work force. We will supply such workers to you ("Assigned Workers") as you may from time to time request, to work under your direction, control, and supervision.

2. Persons to Be Sent to You

Once this Agreement is signed, we will, at your request, send Assigned Workers to work at your premises. We will send only persons who have been approved by you for the assignment—as a result of your having personally interviewed them, as a result of your having reviewed their résumés, or on some other basis upon which you and we will agree. For each such Assigned Worker, we will send to you a confirming letter, or attach an addendum to this contract, that will contain the hourly billing rates that we have agreed to accept and that you have agreed to pay for each Assigned Worker. Exhibit A is a sample of such a confirming letter. In the absence of such a letter, you nonetheless agree to pay us for the value of the services provided.

We are responsible for assigning to you workers with the skills and abilities you specify. We are not your legal partner, co-venturer, principal, agent, insurer, or representative. Neither we nor any Assigned Workers have any claim to your revenues related to their work. You are solely responsible for meeting your goals for profits, costs, production, and scheduling. Assigned Workers have no authority to bind us legally.

3. Assigned Workers

We will pay the wages of the Assigned Workers, and we will be responsible for withholding all income and Social Security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes, and the employer's share of Social Security taxes on their behalf.

4. Direction and Supervision

We are supplying the Assigned Workers to you to supplement your own work force. You will direct and supervise the Assigned Workers on the job. We are not supplying persons to supervise or oversee the Assigned Workers during their assignment to you unless otherwise agreed to in writing.

5. Guarantee

Even though you have selected or approved the Assigned Workers who will be assigned to you, it is possible that their abilities will not be up to your expectations. You have the right at all times to end the assignment of any Assigned Worker we send to you. Furthermore, if you become dissatisfied with the performance of any of the Assigned Workers during the first two (2) workdays of their assignment to you, you may cancel their assignment by calling us within the time frame and telling us that you are dissatisfied. We will not bill you for the time spent by an Assigned Worker whose assignment has been ended in this way. However, if you keep an Assigned Worker on assignment for more than two (2) workdays, it is agreed that the Assigned Worker's performance is deemed to be satisfactory and you will pay the entire bill for such Assigned Worker when it is rendered. However, if we remove any Assigned Worker from an assignment at your direction, we may,



nonetheless, refuse to assign replacement workers or assign other workers if, in our judgment, such action is legally required or advisable.

6. Our Responsibilities

In general, in regard to the Assigned Workers assigned to you by us under this Agreement, our responsibilities include the following:

- Maintaining personnel and payroll records
- Calculating and paying wages
- Withholding and remitting payroll taxes and other government-mandated charges
- Hiring, assigning, reassigning, counseling, disciplining, and discharging
- Handling employee work-related claims and complaints

Prior to beginning their assignments, Assigned Workers will be asked to acknowledge that they have no right to participate in your employee benefit plans, fringe benefit plans, or your personnel policy.

We are not undertaking to provide you with a specific design, engineering, or system concept or solution to a particular problem. Accordingly, we do not warrant or guarantee that the Assigned Workers will produce a technical solution to your particular problem or need. Rather, the Assigned Workers are provided to augment your existing technical capabilities to perform such technical services as you may direct.

7. Disclaimer of Liability

We expressly disclaim liability for any claim, loss, or liability of any kind resulting from

- a. Your failure to adequately supervise or control Assigned Workers or safeguard your premises, processes, or systems; or without our express prior written approval, entrusting Assigned Workers with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables.
- b. Your requesting or permitting Assigned Workers to use any vehicle, regardless of ownership, in connection with the performance of services for you unless we have given our prior approval in writing.
- c. Claims by Assigned Workers for benefits, compensation, damages, contributions, or penalties under any employee benefit plans sponsored and maintained by you, whether or not your plans exclude Assigned Workers from coverage.
- d. Promises of increased compensation or benefits made by you to Assigned Workers.
- e. Claims by any person relating to your product or service.
- f. Your assigning Assigned Workers to duties different from their original duties or your making substantial changes to Assigned Worker's job duties or risks without our prior written approval.
- g. Claims by any person based on allegations that your business activities damaged the environment.
- h. The conduct of your officers, employees, and agents.



- i. Failure by you to provide Assigned Workers with a safe work site or to provide information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site, whether or not required by law.
- j. Claims for special, indirect, consequential, punitive, or lost profit damages.
- k. A violation or breach by you of any law, statute, or regulation.
- l. Property damage or personal injury, including death, arising out of or resulting from acts or omissions of the Assigned Workers.

8. Indemnification

Each party will, except to the extent disclaimed in this agreement, indemnify and hold the other party harmless from and against all costs and expenses, including reasonable attorney's fees and the reasonable costs of investigation from

- a. Claims for personal injury or property damage to the extent caused by an indemnified party's negligence in the performance of its obligations under this Agreement
- b. Claims for bodily injury to the extent covered by the indemnifying party's workers' compensation insurance
- c. A breach of the indemnifying party's obligations under this Agreement

9. Billing, Payment, and Time Cards

We will send you a bill, generally each week, for all hours worked by the Assigned Workers since our previous billing, plus charges for any other properly billable items. These invoices are payable upon receipt.

Because invoices are principally based upon the number of hours worked by the Assigned Workers, we require each Assigned Worker to submit a weekly record of hours worked during that week. This record is maintained on a time card that is certified by the Assigned Worker as being accurate. Your representative will also have the opportunity to sign the Assigned Worker's time card to verify that the Assigned Worker has worked, for you, the hours listed on the time card. However, if your representative does not sign the timecard within three (3) business days, it will be presumed to be accurate and you agree to pay for the time indicated and to abide by the other terms contained on the time card.

10. Termination of this Agreement

Once this Agreement has been executed, you and we have agreed that either you or we can terminate it by giving fifteen (15) days' written notice of such termination to the other. Also, you and we have agreed that either you or we will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions. You will remain liable to pay any unpaid charges, and the provisions of Paragraphs 6, 7, 8, 10, 11, 12, 13, 18, and 19 of this agreement will remain in effect notwithstanding termination.

11. Insurance and Liability

During the term of this Agreement, we will maintain the following insurance coverages:

Type	Coverage Limits
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a. Standard workers' compensation	Statutory
b. Employer's liability	\$ _____
c. Comprehensive general liability	\$ _____
i. Bodily injury	\$ _____
ii. Property damage	\$ _____
d. Comprehensive automobile liability	\$ _____
e. Excess umbrella liability	\$ _____

You and we agree that our total liability to you for any claims, losses, expenses, or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, including our negligence, shall not exceed the total amount paid to us or paid on our behalf by our insurers under these coverages in settlement or satisfaction of your claim. If no such insurance coverage is provided with respect to your claim, then our total liability for such uninsured claim shall not exceed twenty-five percent (25%) of the total of the payments made by you to us under this Agreement.

12. Confidential Information

We recognize that the Assigned Workers who are assigned to your premises may have access to certain information that you consider to be proprietary and confidential, and designate as such. We will require each of the Assigned Workers to agree to treat this information as confidential and to agree not to disclose it to any third person.

Proprietary and/or confidential information does not include any of the following:

- Information that, at the time of disclosure, is generally available to the public
- Information that, after disclosure, becomes generally available to the public by publication or otherwise
- Information that was in the Assigned Workers' possession prior to disclosure and that was not acquired directly or indirectly from you
- Information that we or the Assigned Workers received after the time of disclosure from a third party imposing no obligation of confidentiality and who did not acquire any such information directly or indirectly from you
- Information as may be authorized by you to be disclosed

13. Solicitation of Assigned Workers

During the term of this Agreement and for ninety (90) days after its termination or termination of an individual Assigned Worker's assignment, whichever is later, you agree not to solicit or hire any of our Assigned Workers. An exception to this prohibition may be agreed to only in writing.

14. Equal Employment Opportunity

It is our policy to provide employment, training, compensation, promotion and other conditions of employment without regard to race, color, religion, national origin, sex, marital or veteran status, age, disability, or other protected category. We will follow this policy in providing persons to you under this Agreement. You agree to comply with your legal obligations in this regard.

15. Right-to-Know Laws

Except as provided in the next paragraph, you represent that those persons who we will send to work at your premises will not be exposed to any hazardous chemicals (as defined by the Occupational Safety and Health Administration Hazard Communication Standards or any applicable state or local right-to-know law) under normal operating conditions or any foreseeable emergencies.





If this is not presently the case, or if this changes in the future, you agree to give us immediate written notification so that you and we may take any appropriate precautions required by the OSHA Hazard Communication Standards or any applicable state or local right-to-know law.

16. Waiver

The failure of either you or us to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

17. Amendment

This Agreement may be amended only by a written agreement between you and us that expressly amends, terminates, or supersedes this Agreement.

18. Validity of Terms

If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

19. Entire Agreement

This Agreement constitutes the entire agreement between you and us, and no other understanding that modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both you and us.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Client

Company

Client name

Company name

By

By

Title

Title

Date

Date





EXHIBIT A
CONFIRMING LETTER SAMPLE

Pursuant to the Agreement between _____ and
_____ dated as of _____,
20____, this letter confirms your order for the assignment of the following persons to work at your premises
located at _____ on the following dates and
at these rates:

Name	Position	Start Date	Straight Time Hourly Billing Rate	Overtime Hourly Billing Rate
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Note: Overtime is defined as all hours worked in excess of 40 in any one week by an individual. Overtime may be defined differently under contractual provisions or applicable state law.

