



AGREEMENT BETWEEN

Cascadia Consulting Group, Inc.
and
[Name of Subcontractor]

This agreement is made this **XX**th day of **XXXX**, 20**21**, by and between Cascadia Consulting Group, Inc., a Washington corporation ("Cascadia"), and **XXX**, a **[insert type of organization]** ("Subcontractor"), to perform the Work identified herein in accordance with the terms of this Agreement, Cascadia's contract with its Client identified below (hereinafter the "Main Contract"), and any other documents referenced herein.

CLIENT: **XXX**
PROJECT: **XXX**

Cascadia and Subcontractor agree as follows:

1. Scope of Work

Subcontractor agrees to commence the specific tasks described below (the "Work") upon notification by Cascadia, and to perform and complete such Work in strict accordance with this Agreement and the Main Contract between Cascadia and the Client, which is attached hereto and incorporated herein by this reference. Work tasks are to include: **XXX**

2. Compensation

Cascadia agrees to pay Subcontractor for complete, timely and satisfactory completion of the Work. In return for the payment of the compensation set forth below, Subcontractor agrees to furnish and pay for all materials, labor, equipment, sales and use taxes, permits, fees and necessary services to fully and satisfactorily complete the Work.

Estimated total budget: **\$XXX**

Budget per task: **XXX**

The Subcontractor will provide properly formatted and documented invoices that meet any invoicing requirements set forth in the Main Contract. Subcontractor shall invoice Cascadia monthly, due on the 5th day after the close of the calendar month, on a fixed fee basis. The invoice shall include detail of employee name, labor category, billing rate, and actual hours worked (the invoice backup shall include the details of specific days and actual hours worked for each). A detailed list of approved staff and billing rates is included below.

In no case shall the Subcontractor exceed the total estimated budget of \$XXX without prior written consent of Cascadia. Cascadia agrees to pay Subcontractor within 10 working days after a corresponding payment has been received from the Client.

3. Schedule

Work shall commence upon execution of this Agreement and subsequent notice to proceed provided by Cascadia's project manager. All work shall be completed by XXX. Subcontractor shall complete the Work within the scheduled time unless delays are due to circumstances beyond the control of the Subcontractor. If work is delayed, no additional compensation will be allowed unless authorized by the Client and Cascadia.

4. Changes

Cascadia retains the right to request to modify Subcontractor's scope of Work in response to Client requests. Changes to the scope or budget for any Work will be issued in writing and executed by Cascadia and Subcontractor (which may be by email). Claims for an adjustment in compensation due to extra or changed Work must be submitted in writing to Cascadia within seven (7) days unless a shorter time is specified in the Main Contract. In the absence of any such claim, no additional compensation will be allowed.

5. Insurance

Prior to starting Work, the Subcontractor shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum coverages set forth below.

Insurance Coverages

- a. Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, including death, personal injury, and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Auto Liability coverage for bodily injury and property damage, with a \$1,000,000 combined single limit.
- c. Workers Compensation and Employers Liability: As required by state law.

Such liability Insurance identified in 5.a and 5.b above shall name Cascadia (and Client if specified in the Main Contract), its officers, employees, agents, and contractors as additional insureds with respect to the Work under this Agreement.

If permitted by the Main Contract, the Subcontractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Cascadia.

Other Insurance Provisions

The insurance policies identified in 5.a and 5.b above are to contain, or be endorsed to contain, the following provisions:

1. Subcontractor's insurance coverage shall be primary insurance as respects Cascadia (and Client if required by the Main Contract). Any insurance maintained by Cascadia shall be excess of the Subcontractor's insurance and shall be non-contributory
2. Subcontractor shall provide Cascadia and, if required by a Main Contract, all Additional Insureds, with written notice of any policy cancellation or expiration, within two business days of their receipt of such notice

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

Subcontractor shall furnish Cascadia with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Subcontractor before commencement of the work. Acceptance of certificates not meeting minimum insurance requirements or the failure of Cascadia to insist upon any requirement in this Section 5 shall not relieve Subcontractor of its obligation to fully comply with the requirements herein.

Cascadia Full Availability of Subcontractor Limits

Cascadia shall be insured for the full available limits of insurance maintained by the Subcontractor, irrespective of whether such limits maintained by the Subcontractor are greater than those required by this contract or whether any certificate of insurance furnished to Cascadia evidences limits of liability lower than those maintained by the Subcontractor.

6. Indemnity

Subcontractor shall indemnify and hold harmless Cascadia, Client and their respective agents and employees, from and against any and all claims, damages, losses or expenses, including reasonable attorney's fees, arising out of (a) any negligent act or omission of Subcontractor or any of its agents, employees or subcontractors, (b) any willful misconduct or violation of law by Subcontractor or any of its agents, employees or subcontractors, or (c) any breach of this Agreement by Subcontractor or any of its agents, employees or subcontractors.

To the fullest extent permitted by law, Cascadia shall indemnify and hold harmless Subcontractor and its agents and employees from and against any and all claims, damages, losses or expenses, including reasonable attorneys' fees, on account of bodily

injury, personal injury (including death), or injury to property sustained by any third person or persons, to the extent caused by the negligent act or omission of Cascadia.

Any indemnity hereunder is conditioned upon the indemnified party providing to the indemnifying party prompt written notice of any claim or action requiring indemnification, and the indemnifying party shall have the right, at its expense, to take over the defense of such claim or action.

7. Equal Opportunity

Subcontractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. Subcontractor shall comply with all equal opportunity or affirmative action requirements or plans as may be required by law or the Main Contract.

8. Qualifications and Representations

- a. Subcontractor hereby certifies to Cascadia that Subcontractor is and will continue to be qualified to perform the Work and has and will continue to have all licenses, approvals, authorizations and certifications necessary to perform the Work.
- b. Subcontractor shall perform all Work in compliance with the terms of this Agreement and the Main Contract, and in compliance with all applicable state, federal, and local laws, ordinances, regulations, and codes, including but not limited to the conditions of the federal Occupational Safety and Health Act of 1970 (OSHA) and the Washington Industrial Safety and Health Act of 1973 (WISHA).
- c. Deliverables will not violate or infringe upon the intellectual property right or any other right whatsoever of any third party.
- d. Subcontractor is not, and will not be, a party to, bound by, or otherwise affected by a contract, agreement or understanding, express or implied, oral or written, that restricts or conflicts with Subcontractor's ability to perform its obligations under this Agreement.
- e. Subcontractor shall perform and complete the Work (i) in good faith, (ii) in a professional and workmanlike manner and (iii) with reasonable diligence, skill and care.

9. Assignment

Subcontractor shall not transfer or assign any interest in this Agreement without prior

written consent of Cascadia. Any such transfer or assignment without Cascadia's consent shall be void and of no legal effect.

10. Termination

Cascadia may terminate this Agreement upon written notice to Subcontractor:

- a. In the event of a breach of any term, condition or covenant by Subcontractor which remains uncured after five (5) days' written notice thereof by Cascadia to Subcontractor of such default
- b. In the event that Subcontractor has any proceedings instituted by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or any assignment for the benefit of creditors, or the appointment of a receiver, liquidator or trustee of any of its property or assets, or the liquidation, dissolution or winding up of its business.
- c. Upon five days' written notice by Cascadia to Subcontractor.

In the event this Agreement is terminated, Subcontractor shall be entitled to reasonable compensation for that portion of the Work satisfactorily completed up to the date of termination.

Upon termination of the Agreement for any reason, Cascadia shall have the right, in addition to all of its other rights and remedies available under this Agreement or by law, to require Subcontractor to deliver to Cascadia all Deliverables (as defined below), including all of Subcontractor's Work in progress, and all original and copies thereof, as well as any other materials or equipment provided to Subcontractor or created by Subcontractor under this Agreement.

In the event of termination or expiration of this Agreement, those provisions which by their nature or effect are required or intended to be observed, kept or performed after termination including, without limitation, provisions related to payment, ownership of Deliverables, indemnification, confidentiality, and dispute resolution, will survive termination and remain binding upon the parties.

11. Confidentiality

This Section 11 sets forth the terms and conditions which will apply to any "Confidential Information" (as hereinafter defined) which may be disclosed by Cascadia, Subcontractor or Client ("Discloser") to the other ("Recipient") with respect to Discloser's products, services, technologies, or other aspects of the business of Discloser which are confidential or proprietary in nature. As used in this Agreement, "Confidential Information" means all information which Discloser discloses to Recipient that is identified as being proprietary or confidential and all information which, by the nature of the circumstances surrounding the disclosure, reasonably ought to be treated as proprietary and confidential. Confidential Information may include information

originally disclosed to the Discloser by third parties. A party's obligations under this Agreement shall not apply to Confidential Information that (i) is or becomes generally available through no breach of an obligation of confidentiality; (ii) is already in the possession of the Recipient at the time of disclosure by the Discloser as shown by competent evidence; (iii) is obtained by the Recipient from a third party without breach of an obligation of confidentiality; or (iv) is independently developed by the Recipient without use of or reference to the disclosing party's Confidential Information, as shown by competent evidence.

Non-use and Nondisclosure. Recipient will not use Confidential Information of Discloser for any purpose except to engage in a business relationship between the parties. Recipient will not disclose the Discloser's Confidential Information except to those employees or contractors of Recipient who are required to have the information in order to engage in a business relationship with the other party or those persons or entities who have entered into a non-disclosure agreement with Recipient with terms at least as restrictive as those contained in this Agreement. Recipient may disclose the Discloser's Confidential Information if required by law so long as the Recipient gives the Discloser prompt written notice of the requirement prior to the disclosure and assistance in obtaining an order protecting the information from public disclosure. Neither party will reverse engineer, disassemble, or decompile any prototypes, software, or other items that are Confidential Information provided by the other party.

Maintenance of Confidentiality. Each party will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the other party's Confidential Information. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own confidential information of like nature.

Ownership; Remedies. Each party shall each at all times remain the sole owner of its respective Confidential Information and any improvements thereof. Except as set forth in Section 17 herein, nothing in this Agreement is intended to grant either party any rights under any patent, copyright, other intellectual property right or Confidential Information of the other party. Each party acknowledges that any violation or threatened violation of Section 11 of this Agreement may cause irreparable injury to the other party, entitling the other party to seek injunctive relief in addition to all other remedies provided under the Agreement or available at law.

Obligations on Termination. Upon termination of this Agreement, each party will promptly return all Confidential Information received by such party to the other party (provided, however, that either party may retain Confidential Information to the extent required to do so by applicable laws or regulations, and nothing herein shall require a party to delete Confidential Information from its computer systems' historical back-up media, provided that in each case such Confidential Information shall remain subject to the terms of this Agreement and applicable laws and regulations). The parties'

obligations of confidentiality shall survive termination of the Agreement and notwithstanding the return of any Confidential Information.

12. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY WORK ORDER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CASCADIA'S TOTAL LIABILITY FOR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER RELATED TO THIS AGREEMENT OR ANY WORK ORDER (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) WILL BE LIMITED TO THE TOTAL PRICE TO BE PAID BY CASCADIA FOR THE WORK GIVING RISE TO THE LIABILITY.

13. Independent Contractor

This Agreement neither constitutes nor creates an employer-employee relationship. Subcontractor is providing services under this Agreement as an independent contractor and not as an agent or employee of Cascadia.

Cascadia shall not be liable to Subcontractor for any expenses incurred by Subcontractor, nor shall Subcontractor have the authority to bind Cascadia by any promise or representation, unless specifically authorized in advance and in writing by a duly authorized representative of Cascadia.

Subcontractor shall be liable for workers compensation or any similar claims by Subcontractor or Subcontractor's employees, representatives, and agents in connection with any injuries occurring in the course of, or arising out of the performance of the Work hereunder.

Subcontractor is solely responsible for payment of all appropriate taxes on the fees received by Subcontractor hereunder and those fees and wages due to Subcontractor's employees and agents, hereunder, including, without limitation, federal and state income taxes, payroll taxes, withholding, social security taxes, and workers compensation insurance. In the event the Internal Revenue Service or any other state, local, or other governmental agency determines, for whatever reasons, that Cascadia or any of its employees, officers or other representatives is responsible for payment of taxes on Subcontractor's compensation or remuneration, or that of Subcontractor's employees, the Subcontractor agrees to fully indemnify Cascadia and its employees, officers and representatives for any such taxes (including any applicable interest and penalties on the taxes). Subcontractor further agrees that Cascadia may set off an amount equal to any such taxes (including any applicable interest and penalties on the taxes) from any fees or other compensation owed by Cascadia to Subcontractor.

14. Arbitration.

This Agreement shall be construed and enforced according to the laws of the State of Washington. Should any dispute occur between the parties arising out of or related to this Agreement, or their rights and responsibilities hereunder that cannot be resolved through good faith negotiations, the matter shall be settled and determined by arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association. The decision and award of the arbitrator shall be final and binding, and the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in, and the award shall be deemed to be made in, King County, State of Washington. The prevailing party shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

15. Amendments; Waivers.

This Agreement may only be amended pursuant to a written agreement executed by the parties, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument executed by the party against whom such waiver of consent is to be effected. No waiver of any term or provision of this Agreement shall be construed as a further or continuing waiver of such term or provision or any other term or provision.

16. Severability.

If any provision or any part of any provision of this Agreement is void or unenforceable for any reason whatsoever, then such provision shall be stricken and of no force and effect. However, unless such stricken provision goes to the essence of the consideration bargained for by a party, the remaining provisions of this Agreement shall continue in full force and effect and, to the extent required, shall be modified to preserve their validity. Upon such determination that any term or other provision or any part of any provision is void or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that performance contemplated hereby is fulfilled to the fullest extent possible.

17. Ownership of Work Product

- a. Work for Hire. Cascadia is and shall be, the sole and exclusive owner of all right, title and interest throughout the world in and to all the results and products of the Work performed under this Agreement and the deliverables or work product Subcontractor will create and deliver to Company as described in a Work Order (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets and other intellectual property rights. Subcontractor agrees that the Deliverables are hereby deemed a "work made for hire" as defined in 17 U.S.C. § 101 for Cascadia. If, for any reason, any of the Deliverables do not constitute a "work made for hire," Subcontractor hereby irrevocably assigns to Cascadia, in each case without additional consideration, all right, title and interest throughout the world in and to the Deliverables, including all intellectual

property rights therein, and Subcontractor hereby irrevocably designates and appoints Cascadia and its duly authorized officers and agents as Subcontractor's agent and attorney-in-fact, to act for Subcontractor and in its behalf and stead to file any applications and to do all other lawfully permitted acts to further the prosecution and issuance of any such patents, copyrights, or other Intellectual Property Rights with the same legal force and effect as if executed by Subcontractor.

- b. Cascadia Materials. "Cascadia Materials" shall mean any materials or information provided by or through Cascadia to Subcontractor for analysis of or incorporation in any Deliverables hereunder, or for modification or customization thereof, as part of the Work provided hereunder. As between Cascadia and Subcontractor, all Cascadia Materials shall remain the sole and exclusive property of Cascadia, including, without limitations, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant Subcontractor any ownership right in, or license to, the Cascadia Materials. Subcontractor will not reverse engineer, disassemble, or decompile any prototypes, software, or other Cascadia Materials.
- c. Pre-existing Work. Subject to Cascadia's rights in the Deliverables and the Cascadia Materials, any pre-existing trade secrets, know-how, methodologies, and processes related to Subcontractor's services shall remain the sole and exclusive property of Subcontractor, and Subcontractor shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Subcontractor Materials"), except as may be provided in specific Work Orders. If, in the course of Subcontractor's engagement with Cascadia, Subcontractor uses, provides, or incorporates into any Deliverables or Work any Subcontractor Materials, Subcontractor will grant Cascadia a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid-up right: (a) to make, use, copy, modify, and create derivative works of such intellectual property, (b) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of such intellectual property (and derivative works thereof) and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties.

18. Non-Interference with Business

Subcontractor shall not hire any officer or employee of Cascadia to perform any service covered by this Agreement.

19. Subcontracting

Subcontractor may not subcontract any portion of the Work without the prior written consent of Cascadia. In the event Cascadia consents to such subcontracting,

Subcontractor agrees to contractually bind all of its subcontractors on terms and conditions acceptable to Cascadia.

20. Entire Agreement

This Agreement and the Main Contract constitute the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memorandum, arrangements and understandings, both written and oral, between the parties with respect to the subject matter.

21. Construction

Where the context so requires, all references in this Agreement to the singular shall be deemed to include the plural and vice versa.

22. Signature

At the sole discretion of Cascadia, Cascadia may consent to the Subcontractor's signature on this Agreement being by email, fax, photocopy, pdf or other electronic means, in which case such Subcontractor signature will be deemed an original signature for all purposes.

23. Notices

All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given to a party if delivered in person or sent by overnight delivery to the parties at the following address (or at such other address for a party as shall be specified by a like notice) on the day of the delivery, or if by facsimile or email, upon confirmation of receipt:

Cascadia Consulting Group, Inc.

Attn: _____

1109 1st Ave., Suite 400

Seattle, WA 98101

If by facsimile: (206) 343-9819

If by email: _____

OR (choose one and delete the other)

344 20th Street, Suite 102

Oakland, CA 94612

If by facsimile: (206) 343-9819

If by email: _____

If to Subcontractor:

Company Name: _____

Attn: _____

Address: _____

If by facsimile: _____

If by email: _____

The parties have executed this Agreement the year and day first written above.

CASCADIA CONSULTING GROUP, INC.

[NAME OF SUBCONTRACTOR]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Tax ID #: 91-1589555

Federal Tax ID #: _____

WA State UBI #: 601-448-948

City of Seattle Tax ID #: 15-6465000-5

ATTACH A REDACTED COPY OF THE MAIN CONTRACT TO WHICH THIS AGREEMENT PERTAINS.