



MET Design, Inc.
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WORK FOR HIRE AGREEMENT

This Work for Hire Agreement (this “Agreement”) is made effective as _____ [date], by and between MET DESIGN, of 315 West 102 Street Suite 3B, New York, NY 10025, and name/address. In this Agreement, the party who is contracting to receive the services shall be referred to as “MET DESIGN”, and the party who will be providing the services “_____” [your name or company name] shall be referred to as “Programmer/Designer”.

- 1. DESCRIPTION OF SERVICES.** Beginning on _____ [date], programmer/designer will provide the following services (collectively, the “Services”): HTML and programming for “Work Product”.
- 2. PAYMENT FOR SERVICES.** MET DESIGN will pay compensation to Programmer/Designer for the Services based on \$_____ per hour. This compensation shall be payable in 30 days after the submission of an invoice by programmer/designer at the completion of the Work Product. If the Work Product extends beyond 30 days, the Programmer/Designer may invoice monthly.
- 3. TERM/TERMINATION.** This Agreement is active for the duration of the working relationship between MET Design and the Programmer/Designer.
- 4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Programmer/Designer is an independent contractor with respect to MET DESIGN, and not an employee of MET DESIGN. MET DESIGN will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit Programmer/Designer.

5. **WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the “Work Product”) developed in whole or in part Programmer/Designer in connection with the Services shall be the exclusive property of MET DESIGN. Upon request Programmer/Designer shall sign all documents necessary to confirm or perfect the exclusive ownership of MET DESIGN to the Work Product.

6. **CONFIDENTIALITY.** Programmer/Designer will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Programmer/Designer, or divulge, disclose, or communicate in any manner any information that is proprietary to MET DESIGN. Programmer/Designer will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Programmer/Designer will return to MET DESIGN all records, notes, documentation and other items that were used, created, or controlled by Programmer/Designer during the term of this Agreement.

7. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

8. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

9. ARBITRATION. Except as otherwise provided for in this Agreement, any dispute or controversy specified as arbitrable pursuant to this Agreement or any amendment or modification thereto shall be determined by arbitration in the County of New York, New York, pursuant to the rules then obtaining of the American Arbitration Association, and no legal measures shall be taken except to enforce such arbitration and the award of the arbitrators. The parties agree that there shall be three (3) arbitrators and that the arbitrators shall have the power to award specific performance or injunctive relief to any party in any such arbitration. The parties consent to the jurisdiction of the Supreme Court of the State of New York for all purposes, including the enforcement of the arbitration agreement and the proceedings, and the entry of a judgment on any award, and further consent that any process or notice of motion or other application to a court or to a judge thereof may be served by registered or certified mail. The costs of arbitration shall be borne as directed by the arbitrators.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date set forth above.

MET Design, Inc.

Company/Individual

Date

Date

Signature

Signature

Marya Triandafellos
Print Name

Print Name

President
Title

Title