

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD AGREEMENT COVERSHEET rev 04-10

For Statewide Translation Services

AGREEMENT NUMBER [Agreement Number]
FEDERAL EMPLOYER ID NUMBER [Fed. Employer ID Number]

- In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “AOC” refers to the Judicial Council of California, Administrative Office of the Courts.
- This Agreement becomes effective as of **[Date]** (the “Effective Date”) and expires on **[Date]**.
- The title of this Agreement is: **Master Agreement for Statewide Translation Services**
 [The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.]
- The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement.

AOC’S SIGNATURE	CONTRACTOR’S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> [Contractor name]
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]	PRINTED NAME AND TITLE OF PERSON SIGNING [Name and title]
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS [Contractor Address; include addressee]

Administrative Office of the Courts Use Only

Agreement Number	[Agreement Number]
Contractor Name	[Contractor Name]

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount
Amount Encumbered by this Document:			Prior Amount Encumbered for this Contract:			Total Amount Encumbered to Date:	
\$N/A			\$N/A			\$N/A	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.							
SIGNATURE OF ACCOUNTING OFFICER						DATE	
							

ATTACHMENT C
MASTER AGREEMENT GENERAL CONDITIONS

This Master Agreement for Translation Services (collectively, “Master Agreement”) is entered into effective as of _____ (“Effective Date”) between _____ (“Contractor”) and the Administrative Office of the Courts, the staff agency to the Judicial Council of California (“AOC”), for the benefit of the 58 Superior Courts of California, the California Appellate Courts, which includes the Supreme Court of California, and the Administrative Office of the Courts (collectively, “Purchasing Group,” and individually, a “member of the Purchasing Group” or “Purchasing Group member”).

PURPOSE

The purpose of this Master Agreement is to set forth the terms and conditions that apply to Contractor’s translation services, as requested in RFP No. FIN110110CK (“RFP”) and as further described in Attachment B, Scope of Services.

Contractor and the AOC agree as follows:

1. **TERM:** The initial term of this Master Agreement is two (2) years, commencing on the Effective Date with three (3) one-year options to extend the term, which options may be exercised by the AOC in its sole discretion any time prior to the expiration of the initial term. If the AOC elects to extend the term of this Master Agreement, the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement. Any agreed-upon price adjustment (whether an increase or decrease in price) may not exceed during any one-year option period the previous 12 months’ change in the Los Angeles Area Consumer Price Index as published by the U.S. Bureau of Labor Statistics.

2. **OBLIGATION:** This Master Agreement does not obligate the AOC or any member of the Purchasing Group to place any orders under this Master Agreement and it does not guarantee Contractor a specific volume of orders under this Master Agreement. Contractor is obligated to furnish translation services to members of the Purchasing Group at prices that are at least as low as those charged by Contractor for substantially comparable translation services under its contracts with other customers that are governmental entities or agencies, whether local, state or federal (“Government Contracts”). If Contractor enters into a Government Contract to furnish translation services that are substantially comparable to the translation services under this Agreement and the prices charged under such Government Contract are lower than those charged under this Agreement, Contractor must immediately (a) provide written notice to the AOC of such lower pricing, and (b) offer to the AOC and the other Purchasing Group members such lower pricing. At the request of the AOC, and no more often than once in

a 12-month period, an officer of Contractor must certify in writing and warrant to the AOC that the prices paid by Purchasing Group members under this Agreement are the same or lower than prices paid under other Government Contracts for substantially comparable security screening equipment and services. Any price adjustment will be set forth in a written amendment to this Master Agreement.

3. RELATIONSHIP OF PARTIES: The AOC has the authority to enter into master agreements for services for it and on behalf of the other Purchasing Group members who are, and are intended to be, third party beneficiaries of this Master Agreement. Individual members of the Purchasing Group may elect to utilize this Master Agreement by placing orders, as set forth herein, in which case the terms and conditions of this Master Agreement govern such orders.
4. SCOPE OF WORK AND PRICE:
 - (a) Contractor shall provide and/or perform services (“Work”) pursuant to the terms and conditions of this Master Agreement. The descriptions and prices for the Work are set forth in Attachment B, Scope of Services and Attachment H, Payment Provisions to this Master Agreement.
 - (b) Contractor’s prices set forth in Attachment H, Payment Provisions to this Master Agreement, include all charges, including but not limited to, cost of labor, materials, licenses, overhead, profits, travel and other costs or expenses related or incidental to the Work provided or performed by Contractor under this Master Agreement.
5. ORDERING:
 - (a) Purchasing Group members may place individual orders for translation services pursuant to this Master Agreement. Orders will be placed by issuing a Purchase Order. A “Purchase Order” is defined as an ordering document used by the Purchasing Group members to place an order for translation services under this Master Agreement. The form and format of an ordering document may vary. All Purchase Orders will reference this Master Agreement No. _____. The terms and conditions of this Master Agreement No. _____ are applicable to all Purchase Orders, regardless of the ordering document or the ordering process selected. The Purchasing Group member placing the Purchase Order will be responsible for receipt and acceptance of services ordered and payment pursuant to the terms and conditions set forth in this Master Agreement.
 - (b) A Purchase Order placed by the Purchasing Group member constitutes and will be construed as a separate independent contract between Contractor and such Purchasing Group member for purchase and payment of the Work, subject to the following limitation. Any additional or supplemental terms contained in the Purchase Order or in any invoice or confirmation of the Purchase Order that conflict with or materially alter

any term or condition of this Master Agreement as it relates to a Purchase Order will not be deemed part of such contract.

(c) The individual Purchasing Group member will be responsible for the receipt and acceptance of all Work that the Purchasing Group member orders from Contractor and the individual Purchasing Group member will be responsible for payment pursuant to the terms and conditions set forth in this Master Agreement.

(d) Each Purchasing Group member placing a Purchase Order will include the name of a Purchasing Group member contact person in the Purchase Order (“Purchase Order Project Manager”). Contractor shall contact the Purchase Order Project Manager regarding questions on any Purchase Order or payment status of any Purchase Order.

(e) Prior to a Purchasing Group member issuing a Purchase Order to Contractor, the Purchasing Group member will confirm the delivery of the Work, with Contractor; these dates will be included on the Purchase Order that is issued to Contractor. After a Purchase Order has been issued to Contractor by a Purchasing Group member, Contractor shall provide the Purchasing Group member with acknowledgement of the Purchase Order, within one (1) business day of receipt. The acknowledgement shall be submitted by facsimile or email, regardless of what method is used to place the order, and shall include: the services ordered the quote and approval of the quote. The Purchase Order is not binding until Contractor provides acknowledgement of the order and the quote for services, to the Purchasing Group member placing the order.

6. INSPECTION AND ACCEPTANCE:

(a) Notwithstanding any prior inspection or payments, all services provided hereunder shall be subject to final acceptance or rejection by the Purchasing Group member for compliance with the applicable specifications at any time within thirty (30) business days after services end. Payment shall not constitute an acceptance of noncompliant services, or impair the Purchasing Group member’s right to any of its remedies.

(b) A designated representative of the Purchasing Group member (“Representative”) will review any completed translated documents and approve by signing the Representative’s Acceptance Documents.

8. DISPUTE RESOLUTION:

(a) Informal Resolution:

1. Contractor and the AOC or, as applicable, Contractor and a Purchasing Group member will attempt, in good faith, to resolve informally any disputes under this Master Agreement or a Purchase Order. If the dispute involves this

Master Agreement, Contractor shall meet with the AOC Contract Manager to discuss the matter and any actions necessary to resolve the dispute informally. If the dispute involves a Purchase Order, Contractor shall meet with the Purchase Order Project Manager of the Purchasing Group member to discuss the matter and any actions necessary to resolve the dispute informally.

2. If the Purchase Order Project Manager and Contractor are unable to resolve a Purchase Order dispute pursuant to paragraph 8(a)(1), then the Finance Director (or equivalent) of the Purchasing Group member and Contractor shall meet to discuss the matter and any actions necessary to resolve the dispute informally.

3. If a Purchasing Group member is one of the parties to the dispute, Contractor must inform the AOC Project Manager and AOC Contract Manager of the dispute with the Purchasing Group member and any planned meetings between Contractor and the designated representative of the Purchasing Group member (whether the designated representative is the Purchase Order Project Manager or the Finance Director, or equivalent), and provide the AOC Contract Manager an opportunity to attend any such meetings.

(b) Escalation:

1. If the dispute is not resolved informally by meeting pursuant to paragraph 8(a)(1) for a dispute under this Master Agreement or pursuant to paragraphs 8(a)(1) and 8(a)(2) for a dispute under a Purchase Order, then either party to the dispute may issue a written notice of dispute to the other party to the dispute. Following the issue of such notice, each party's designated representative will meet to exchange information and attempt resolution within fifteen (15) days of receipt of such notice. If a Purchasing Group member is a party to the dispute, Contractor shall also provide a copy of such notice to the AOC Contract Manager.

2. If the matter is not resolved as set forth in paragraph 8(b)(1), the aggrieved party will submit a second written notice to the other party to the dispute which will: (i) provide detailed factual information; (ii) identify the specific provisions in the Master Agreement or Purchase Order, as applicable, on which any demand is based; (iii) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and (iv) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice must be signed by an authorized representative of the aggrieved party. If the aggrieved party is a Purchasing Group member, the Chief Executive Officer or another member of the executive management team will submit the second written notice to Contractor. If a Purchasing Group member is a party to the dispute, Contractor shall submit the second written notice to the

Chief Executive Officer of the Purchasing Group member and also provide a copy of such second notice to the AOC Contract Manager.

3. Each party to the dispute will comply with reasonable requests for additional information. Any additional information will be provided to the requesting party within fifteen (15) business days after receipt of a written request from the requesting party, unless otherwise agreed.

(c) Confidentiality During Dispute Resolution: All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code section 1152 applies.

(d) Performance During Dispute Resolution: Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including any Work under dispute, unless otherwise directed. Contractor's failure to diligently proceed with the Work will be considered a material breach of the Master Agreement.

9. FORCE MAJEURE:

- (a) Force Majeure events include, but are not limited to:
1. catastrophic acts of nature, or public enemy;
 2. civil disorder;
 3. fire or other casualty for which a party is not responsible; and
 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide written notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use best efforts to continue or resume performance, including alternate sources or means. Contractor shall have no right to additional payment for costs incurred as a result of a Force Majeure event.

(b) Any assertion of a Force Majeure event by Contractor's subcontractors shall be attributed to Contractor.

10. WORK REPRESENTATIONS AND WARRANTIES:

(a) Contractor represents and warrants it can and shall provide and perform the Work with promptness and diligence in a manner consistent with the professional standards used in well-managed operations providing services similar to the Work and all applicable industry standards.

(b) Contractor warrants that the Work is and shall be compliant with Section 508 of the Rehabilitation Act of 1973, as amended.

(c) Except for the warranties set forth in this paragraph 10 and in paragraph 20, Contractor Obligations, Representations and Warranties Contractor does not make, and hereby disclaims, any express or implied warranty with respect to any Work provided or performed under this Master Agreement or any Purchase Order.

(d) Contractor represents and warrants that it has obtained from the Contractor or its Subcontractors of all services provided hereunder, and has the authority to and shall assign or pass through to the purchaser of such services, the following representations and warranties: that the Contractor or its Subcontractors shall at its own expense defend, indemnify and hold harmless Contractor, the Purchasing Group and each Purchasing Group member from and against any claim, charge, demand, proceeding, suit, liability, loss, cost, expense, order, decree, attorneys fees, court costs, trial or appeal and judgments, including damages of any kind, resulting from, arising out of or in connection with any actual or claimed: (a) personal injury (including death), property damage or loss of any nature whatsoever alleged to have occurred as a result of the services covered by this Master Agreement, (b) defect in material, workmanship or design or (c) infringement of any patent, trademark, trade secret, or copyright by any of the services provided hereunder.

11. SCOPE OF WORK; ACCEPTANCE:

(a) Scope of Work: Contractor shall perform and complete all Work described in Attachment B, Scope of Services in compliance with the requirements of this Master Agreement, and to the satisfaction of the Purchasing Group member placing the Purchase Order.

(b) Acceptance:

1. All Work provided by Contractor under this Master Agreement is subject to written acceptance by the Purchase Order Project Manager for the Purchasing Group member. The Purchase Order Project Manager of the Purchasing Group member will apply the acceptance criteria set forth in the individual Purchase Order to determine acceptance or non-acceptance of the Work.

2. If the Work is not acceptable, the Purchase Order Project Manager for the Purchasing Group member will provide written detail why the Work does not meet the acceptance criteria detailed in the individual Purchase Orders. Contractor shall have ten (10) business days from receipt of notice to correct the failure(s) and conform to the acceptance criteria. Contractor shall redo or resubmit the Work and the Purchase Order Project Manager of the Purchasing Group member will re-apply the acceptance criteria to determine its acceptance or non-acceptance. Thereafter, the parties shall repeat the process set forth in this subparagraph 2 until Contractor receives written notification of acceptance of such corrected Work; provided, however, that if the Work is rejected on at least two (2) occasions, the Purchasing Group member may, at its option, terminate all

or that portion of the Purchase Order which relates to the rejected Work at no expense to the Purchasing Group member or the AOC.

(c) Non-Exclusivity:

This is a non-exclusive agreement. The AOC and the Purchasing Group members reserve the right to perform, or have others perform the Work of this Master Agreement. The AOC and the Purchasing Group members reserve the right to bid the Work to others or procure the Work by other means.

12. **INVOICES, PAYMENT AND SETOFF:** A member of the Purchasing Group placing a Purchase Order under this Master Agreement shall have no obligation to pay for any Work until acceptance of the Work and receipt of one original and two copies of a correct invoice. The Purchasing Group members will not make any advance payments for any Work. The invoice must be sent to the address shown on the individual Purchase Orders. Each invoice must be printed on Contractor's standard printed bill form, and must include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description of Work provided, (e) the per unit amount charged, if applicable, (f) the extended price, with taxes itemized separately, and (g) each item on the invoice designated as taxable or nontaxable. Payment is due Net 30 from date of receipt of a Purchasing Group member's invoice unless otherwise indicated on the Purchase Order. Amounts owed to a member of the Purchasing Group due to rejection of all or a portion of the Work in said invoices will be, at the Purchasing Group member's option, fully credited against future invoices payable by the Purchasing Group member, or paid by Contractor within thirty (30) days from Contractor's receipt of a debit memo or other written request for payment from the Purchasing Group member. The Purchasing Group member shall have the right at any time to set off any amount owing from Contractor to the Purchasing Group member against any amount payable by the Purchasing Group member pursuant to any Purchase Order or any other transaction or occurrence.

The fees paid by the Judicial Branch to the Contractor shall be at least as low as those fees charged by the contractor to its other customers in local and state government that are receiving substantially comparable services at substantially comparable volumes over a similar period of time to the Services provided to the Judicial Branch Group ("Government Contract"). The foregoing comparison shall take into effect total scope, volume, geography (to the extent that geography has a direct effect on the Contractor's actual costs), service levels (when taken as a whole), technology, and assets associated with the services provided by the contractor in each case and any taxes and transition charges included within the charges for such services. If, during the Term, the Contractor enters into a government Contract contradicting the foregoing sentence, the Contractor shall (a) give the Judicial Branch immediate notice of any such lower pricing, and (b) offer to the Judicial Branch an immediate adjustment to the terms of this Agreement to reflect such lower pricing. At least once each year during the Term, upon the Judicial

- Branch's request an officer of the Contractor shall certify to the Judicial Branch that this obligation has not been contradicted by any transaction entered into by the Contractor since the later of the (1) Effective Date and (2) date of the most recent certification provided by the Contractor pursuant to this obligation.
13. **REPORTS:** Contractor shall provide to the AOC Project Manager quarterly reports which include a list of all Purchasing Group members that have placed a Purchase Order under this Master Agreement. The report shall also contain a cumulative listing of all issues reported by a Purchasing Group member, date of resolution and/or status of all pending issues. Additionally, the quarterly report shall provide a summary containing a breakdown of the number of Purchasing Group members and locations added to the list during the quarter reported.
 14. **AUDIT RIGHTS:** Contractor agrees to maintain records relating to the Work and billing by Contractor under this Master Agreement and any Purchase Order for a period of five (5) years after final payment of any Purchase Order issued under this Master Agreement. During the period of time that Contractor is required to retain such records, the AOC Contract Manager, any Purchasing Group member, or other authorized agent may, during normal business hours, Monday through Friday, from 8:00 a.m. and 5:00 p.m. PST, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices relating to the Work.
 15. **CHANGES AND AMENDMENTS:** Changes or amendments to any component of the Master Agreement can be made only with prior written approval from the AOC Contract Manager. Requests for changes or amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Master Agreement or any subsequent Purchase Order due to an act of Force Majeure although the performance period of the Master Agreement or a Purchase Order, as applicable, may be amended due to an act of Force Majeure. After the AOC Contract Manager reviews the request, a written decision will be provided to Contractor. Amendments to the Master Agreement must be via bilateral execution by Contractor and the AOC of a State of California Standard Agreement form.
 16. **AMENDMENT; WAIVER; SEVERABILITY:** No amendment to this Master Agreement will be effective unless it is in writing and signed by Contractor and the AOC Contract Manager. A party's waiver of enforcement of any of this Master Agreement's terms or conditions will be effective only if in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. If any part of this Master Agreement is held unenforceable, all other parts remain enforceable.
 17. **TERMINATION:**

- (a) The AOC Contract Manager may terminate this Master Agreement without cause by providing Contractor with thirty (30) business day's prior written notice. If necessary, AOC Contract Manager and the affected Purchasing Group members will discuss payment and performance of any Purchase Orders outstanding at the proposed date of termination.
- (b) Any Purchasing Group member may terminate a Purchase Order for cause immediately if (1) the Work is rejected on at least two (2) occasions as described in paragraph 11, Master Agreement General Conditions; Acceptance, or (2) Contractor is otherwise in breach of the terms of such Purchase Order or this Master Agreement and such breach is not cured within ten (10) business days of written notice, or is not capable of cure. Whether or not any breach by Contractor is capable of cure, or is cured, is within the sole discretion of the Purchasing Group member who placed the Purchase Order.
- (c) The AOC Contract Manager may terminate this Master Agreement for cause immediately. Termination may be made for cause if any of the representations or warranties set forth in paragraphs 10, Work Representations and Warranties and paragraph 20, Contractor Obligations, Representations and Warranties become untrue at any time during the term of this Master Agreement, or if Contractor fails or is unable to meet or perform any of its duties under this Master Agreement, and such failure is not cured within ten (10) business days of written notice, or is not capable of cure. Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the AOC Contract Manager. If necessary, the affected Purchasing Group member, AOC Contract Manager, and Contractor shall discuss performance of any Purchase Orders outstanding at the date of termination.
- (d) Contractor may terminate a Purchase Order placed by a Purchasing Group member if such member fails to pay delinquent invoices due under the Purchase Order within thirty (30) business days after receipt of written notice of delinquency, unless there are issues with Contractor's performance of its duties
- (e) A Purchasing Group member's obligations under a Purchase Order are subject to the availability of funds authorized for the purchase. Expected or actual funding may be withdrawn, reduced, or limited prior to the fulfillment of the Purchase Order. Upon written notice, a Purchasing Group member may terminate a Purchase Order, in whole or in part, without prejudice to any right or remedy, for lack of appropriation of funds. Upon termination, the Purchasing Group member will pay Contractor for the Work delivered or completed prior to the date of termination.
18. **GENERAL INDEMNITY:** Contractor shall indemnify, defend (with counsel satisfactory to the AOC Contract Manager) and hold the AOC Contract Manager and the Purchasing Group members and their respective officers, agents, and employees harmless from any and all losses, costs (including reasonable attorneys' fees), liabilities, damages and deficiencies, including interest, penalties and settlement amounts entered into, in each

case, with respect to any and all third party claims (i) directly caused by or resulting in whole or in part from Contractor's acts or omissions constituting bad faith, willful misconduct, negligence or reckless disregard of its duties under this Master Agreement or any Purchase Order, (ii) arising out of Contractor's breach of its confidentiality obligations under this Master Agreement, or (iii) arising out of or related to a breach of any of Contractor's representations and warranties set forth in this Master Agreement or any Purchase Order.

19. INSURANCE:

(a) General Insurance Requirements: Contractor shall obtain and maintain the minimum insurance set forth in subparagraph (b), below with reputable insurer(s), covering the loss of property in Contractor's possession, including theft and destruction in the amount of the declared value under policy terms consistent with customary industry practice. By requiring such minimum insurance, the AOC will not be deemed or construed to have assessed the risks applicable to Contractor. Contractor shall assess its own risks, and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, for three years from the date of termination of the Master Agreement.

(b) Minimum Scope and Limits of Coverage: Contractor shall maintain the following minimum coverages:

1. Workers' Compensation at statutory requirements of the state of residency.
2. Employers' Liability with minimum limits of \$1,000,000.00 for each accident.
3. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Bodily Injury and Property Damage and Personal Injury. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit.
4. Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

5. Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor, Broadform Property Damage, and Personal Injury, Product, and Completed Operation coverage.

6. Claims Made” Coverage. If any required insurance is written on a “claims made” form, Contractor shall maintain the coverage continuously throughout the term of this Agreement, and, without lapse, for three years beyond the termination or expiration of this Agreement and our acceptance of all Work provided under this Agreement. The retroactive date or “prior acts inclusion date” of any “claims made” policy must be no later than the date that the Work commences under this Agreement.

7. Umbrella Policies. Contractor may satisfy basic coverage limits through any combination of basic coverage and commercial umbrella liability insurance.

8. Aggregate Limits of Liability. The basic coverage limits of liability may be subject to annual aggregate limits. If this is the case the annual aggregate limits of liability must be at least two times the limits required for each policy, or the aggregate may equal the limits required but must apply separately to this Agreement.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to, and approved by, the AOC. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to any member of the Purchasing Group and shall be the sole responsibility of Contractor.

Contractor shall declare to the Purchasing Group member all deductibles and self-insured retentions that exceed \$100,000 per occurrence. Any increases in deductibles or self-insured retentions that exceed \$100,000 per occurrence are subject to our approval.

(d) Endorsements; Additional Insureds: The General Liability policy will contain, or be endorsed to contain, the following provisions:

1. Judicial Branch Entities, as defined in California Government Code section 900.3, and their respective officers, officials, employees and agents shall be covered as additional insureds for liability arising out of activities performed by, or on behalf of, Contractor.

2. To the extent of Contractor’s negligence or misconduct, Contractor’s insurance coverage shall be primary insurance with respect to a Judicial Branch Entity, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by a Judicial Branch Entity its officers, officials, employees or agents will not contribute with the insurance, or benefit Contractor in any way.

3. Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

4. Contractor shall provide the AOC (and on request, any other Purchasing Group member) certificates of insurance satisfactory to the AOC, evidencing all required coverages before Contractor begins any Work, and provide complete copies of each policy upon the AOC's request.

5. If at any time, the foregoing policies become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy becomes unsatisfactory to the AOC, Contractor shall, upon written notice from the AOC, promptly obtain a new policy, and submit the same to the AOC, with the appropriate certificates and endorsements, for approval.

6. All of Contractor's policies will be endorsed to provide written notice to the AOC of cancellation in coverage within thirty (30) business days, mailed to the AOC Contract Manager. Such notice will reference the relevant project, and Master Agreement number. Contractor shall provide AOC with thirty (30) business day's written notice of any non-renewal or reduction in coverage with respect to these policies.

(e) Waiver of Subrogation: Contractor and its insurance carrier waive any and all rights of subrogation against a Judicial Branch Entity. This waiver will be reflected on the Certificate of Insurance provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor shall indemnify the Judicial Branch Entity from all costs and liability caused by Contractor's breach.

20. **CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES.** At all times during the term of this Master Agreement, and in the performance of the Work hereunder or under any Purchase Order:

(a) Contractor shall observe and comply with all applicable federal, state, and local laws, rules, and regulations affecting the Work provided or performed under this Master Agreement or any Purchase Order.

(b) During the performance of this Master Agreement and any Purchase Order, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall not engage in unlawful harassment, including sexual

harassment, with respect to any persons with whom Contractor or its subcontractors interact in the performance of this Master Agreement or any Purchase Order. Contractor and its subcontractors shall take all reasonable steps to prevent harassment from occurring.

(c) Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12900 et seq., and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285 et seq.

(d) Contractor shall comply with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

(e) Contractor represents and warrants:

1. That no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, consultant, or employee of the AOC or of a Purchasing Group member, with a view toward securing this Master Agreement or any Purchase Order or securing favorable treatment with respect to any determinations concerning the performance of this Master Agreement or any Purchase Order; and

2. That Contractor shall comply with all of the obligations set forth in this paragraph 20 at all times during the term of this Master Agreement.

21. CONFIDENTIALITY: All financial, statistical, personal, technical and other data and information which are designated confidential by Contractor, the AOC, or a member of the Purchasing Group (each a “Disclosing Party”), or, if not so designated, is nonpublic information that under the circumstances surrounding disclosure ought to be treated as confidential, and made available by the Disclosing Party to the other party (or to a Purchasing Group member as a third party beneficiary of this Master Agreement) (each, a “Receiving Party”) in order to carry out this Master Agreement or any Purchase Order, or which become available to the Receiving Party in carrying out this Master Agreement or any Purchase Order (“Confidential Information”) will remain the property of the Disclosing Party. The Receiving Party shall protect the Confidential Information of the Disclosing Party from unauthorized use and disclosure and shall use at least the same degree of care, but no less than a reasonable degree of care, to safeguard the Confidential Information of the Disclosing Party as Receiving Party employs with respect to its own information of a similar nature. Notwithstanding any other provision of this Master Agreement, with respect to disclosures to the AOC or any member of the Purchasing Group, the AOC’s and such Purchasing Group member’s compliance with this paragraph 21 will (a) be subject to compliance with all applicable laws, and (b) only apply if the

AOC's Contract Manager consents in writing in advance, on a disclosure-by-disclosure basis, that the disclosure will be protected as set forth in this paragraph 21, which consent shall not be unreasonably withheld. The Receiving Party shall require that its employees, agents and subcontractors comply with the confidentiality restrictions of this Master Agreement. The obligations in this paragraph 21 will not restrict any disclosure pursuant to any applicable law or by order of any court or government agency (provided that the Receiving Party shall endeavor to give prompt notice to the Disclosing Party of such order in such time as to permit the Disclosing Party to participate in the response to any such order) and shall not apply with respect to information that (1) is independently developed by the Receiving Party without violating the Disclosing Party's proprietary rights as shown by the Receiving Party's written records, (2) is or becomes publicly known (other than through unauthorized disclosure), (3) is disclosed by the owner of such information to a third party free of any obligation of confidentiality, (4) is already known by the Receiving Party at the time of disclosure, as shown by the Receiving Party's written records, and the Receiving Party has no obligation of confidentiality other than pursuant to this Master Agreement or any confidentiality agreements entered into before the Effective Date between AOC and Contractor, (5) is rightfully received by the Receiving Party free of any obligation of confidentiality, or (6) with respect solely to a particular disclosure, such disclosure is approved in writing by the Disclosing Party.

22. **STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS:** Contractor is an independent contractor and while performing the Work on or off the premises of the Purchasing Group members, neither it nor any of its agents or employees shall be considered agents or employees of such Purchasing Group members. Contractor shall not subcontract or delegate its obligations under this Master Agreement without the prior written consent of the AOC, which consent shall not be unreasonably delayed or withheld.

23. **REQUESTS; COMMUNICATION; NOTICE:**

(a) All requests, communications and notices concerning this Master Agreement must be made through the AOC Contract Manager. Notice to the AOC must be in writing and be delivered to the AOC Contract Manager at the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

Christine Kleaver, AOC Contract Specialist
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
Telephone: 415-865-7947

(b) Any notice or information that is required to be delivered to the AOC Project Manager will be delivered to the following address:

Mark Garcia, AOC Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688
Telephone: 415-865-4367
FAX: 415-865-4399

(c) Notice to Contractor concerning this Master Agreement or any Purchase Order must be in writing and be delivered to the following address by depositing in the U.S. Mail or commercial express mail, first-class and pre-paid with return receipt requested:

(d) Notice concerning this Master Agreement or any Purchase Order is effective on receipt; however, any correctly addressed written notice that is refused, unclaimed, or undeliverable because of an act or omission of the party notified will be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable.

(e) Except as otherwise provided in paragraph 8, Dispute Resolution, all requests, communications and notices concerning a Purchase Order between Contractor and a Purchasing Group member must be made through the Purchase Order Project Manager for the Purchasing Group member.

24. **ASSIGNMENT:** Neither the AOC nor Contractor shall assign this Master Agreement, either in whole or in part, without the prior written consent of the other party in the form of a written amendment signed by the AOC and Contractor. Such consent shall not be unreasonably withheld. However, the parties agree that in the event the AOC is required by law, statute, or regulation to assign this Master Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Master Agreement shall be binding upon and inure to the benefit of successors and assigns of the parties.

25. **PUBLICITY:** Following execution of this Master Agreement, AOC and Contractor may issue a press release, the form and substance of which must be mutually agreeable to the parties, announcing the relationship created by this Master Agreement. Except as

expressly contemplated by this paragraph 25, neither the AOC nor Contractor shall issue any additional press release which mentions the other party or the transactions contemplated by this Master Agreement without the prior written consent of the other party which consent will not be unreasonably withheld.

26. **GOVERNING LAW, VENUE:** The formation, interpretation and performance of this Master Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provision. Venue for all litigation relative to the formation, interpretation and performance of this Master Agreement shall be in the City and County of San Francisco.
27. **CONTRACT CONSTRUCTION:** Headings or captions to the provisions of this Master Agreement are solely for the convenience of the parties, are not part of the Master Agreement, and shall not be used to interpret or determine the validity of this Master Agreement. Any ambiguity in this Master Agreement or any Purchase Order shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Master Agreement or the Purchase Order.
28. **SURVIVAL:** Terms which shall survive any termination or expiration of this Master Agreement include, but are not limited to, General Indemnity, Work Representations and Warranties, Audit Rights, and Assignment.
29. **SIGNATURE AUTHORITY:** The parties signing this Master Agreement certify that they have proper authorization to do so.
30. **ENTIRE AGREEMENT:** This Master Agreement constitutes the entire agreement and final understanding of the parties with respect to the subject matter hereof and supersedes and terminates any and all prior and/or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter hereof. No subsequent amendment to this Master Agreement will be effective unless in writing signed by properly authorized representatives of AOC and Contractor.