**LINGUALINX LANGUAGE SOLUTIONS INC MASTER AGREEMENT MA-2024-17**

**FOR STATEWIDE TRANSLATION SERVICES**

**MASTER AGREEMENT USER INSTRUCTIONS**

These User Instructions are provided for the Statewide Translation Services with LinguaLinx Language Solutions. The Judicial Council issued a Request for Proposal seeking vendors that could provide Translation Services to the judicial branch. Any judicial branch entity (JBE) that wishes to purchase services at the prices set forth in the Master Agreement may enter into an agreement with the Contractor by executing a Participating Addendum. Please carefully review these User Instructions.

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| **Judicial Council Staff Contact Information:**Project Manager:Eunice Lee, Project ManagerEunice.Lee@jud.ca.gov (415) 865-7748Master Agreement Administrator:Jeff Utberg, Contract AnalystJeff.Utberg@jud.ca.gov (916) 263-1779 |
| Contractor’s Key Personnel are listed below:Michael Mitchell - Contract Manager/Account Managermmitchell@lingualinx.com(518) 288-7411Jessica Cottrell - Senior Project Managerjcottrell@lingualinx.com(518) 388-9000 x1019Andrew Slawsky – Senior Team Leadaslawsky@lingualinx.com (518) 388-9000 x1047 |
| Master Agreement Services: Statewide Translation Services |
| Master Agreement number:MA-2024-17 |

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| Master Agreement term:* Effective date- November 1, 2024
* Initial term- 2 years
* Initial term expiration date- October 31, 2026
* Options to extend- three (3) one-year options
* Final expiration date- October 31, 2029
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1. **Process**

Any JBE that orders services under this Master Agreement must enter into a Participating Addendum and issue work orders or a purchase order to schedule the translation services. Appendix A, Section 3 discusses the ordering process.

1. **Participating Addendum**

The Master Agreement does not obligate a JBE to contract for products and services under the Master Agreement and does not guarantee Contractor any specific number of contracts.

Each JBE shall have the right to contract under the Master Agreement for any of the products and services. A JBE may contract to procure products and services by entering into a Participating Addendum with Contractor. Pricing for products and services shall be in accordance with the prices and fees set forth in the Master Agreement. After a Participating Addendum has been presented to the Contractor by a JBE, the Contractor shall acknowledge, sign, and perform under the Participating Addendum in a timely manner. Contractor shall provide the products and services for each JBE in accordance with the terms of the Master Agreement and the applicable Participating Addendum.

1. The provision for a Participating Addendum is set forth in Appendix A of the Master Agreement with the form of Participating Addendum found in Appendix E of the Master Agreement. Each Participating Addendum is a separate, independent contract between the Contractor and the JBE entering into the Participating Addendum, subject to the following:
	1. Each Participating Addendum is governed by the Master Agreement and the terms of the Master Agreement are incorporated into each Participating Addendum;
	2. A Participating Addendum may not alter or conflict with the terms of the Master Agreement or exceed the scope of the services provided for in the Master Agreement; and
	3. The term of a Participating Addendum may not extend beyond the expiration date of the Master Agreement.
2. The Participating Addendum must attach and incorporate a Statement of Work and/or any other necessary ordering documents.
3. The JBE shall be solely responsible for its obligations and any breach of its obligations. Any breach of obligations by the JBE shall not be deemed a breach by the Establishing JBE or any other Participating Entity. The Judicial Council (Establishing JBE) shall have no liability or responsibility of any type related to: (i) the JBE’s use of or procurement through the Master Agreement (including the Participating Addendum), or (ii) the JBE’s business relationship with Contractor. The Establishing JBE makes no guarantees, representations, or warranties to any Participating Entity.
4. Pricing for services shall be in accordance with the prices set forth in Appendix B, Section 4 of the Master Agreement.
5. JBEs engage Contractor to perform services under the terms and conditions set forth in the Master Agreement.
6. The Contractor shall promptly provide the Judicial Council with a fully signed copy of each Participating Addendum between the Contractor and a Participating Entity.
7. **Contracting Process**
	1. The JBE may contract to procure Contractor’s services by attaching and incorporating a Statement of Work and/or ordering documents to a Participating Addendum.
	2. The finalized ordering documents will reference the Master Agreement and will list and describe all of the requested services and respective pricing.
	3. The terms and conditions of the Master Agreement shall take precedence over the terms and conditions of any Statement of Work, Participating Addendum, invoice or like document unless modifications are permitted by the specific provisions of the Master Agreement.
8. **Payment Provisions**
	1. Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in Appendix B of Master Agreement.
9. **Miscellaneous Information**
10. Per *Trial Court Financial Policies and Procedures* *Manual* FIN 5.01, section 6.6, JBEs will need to create a purchase order to encumber funding for the purposes of paying invoice(s) related to the purchased products and services.
11. A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
12. Please contact Eunice Lee if your court has issues or concerns that cannot be immediately or easily resolved.
13. The JBEs will be notified when the options to extend are elected and/or when the Master Agreement is modified or amended. All amendments will be posted on the Procurement Services website with the Master Agreement.