

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS
SERVICES—SHORT FORM AGREEMENT rev 08-08NOT TO EXCEED \$50,000

AGREEMENT NUMBER

To Be Determined

FEDERAL EMPLOYER ID NUMBER

To Be Determined

1. In this services agreement (the "Agreement"), the term "Contractor" refers to **To Be Determined**, and the term "AOC" refers to the **Judicial Council of California, Administrative Office of the Courts**.
2. This Agreement becomes effective as of **To Be Determined** (the "Effective Date") and expires on **July 6, 2008**.
3. The maximum amount that the AOC may pay Contractor under this Agreement is **To Be Determined** (the "Maximum Amount").
4. This Agreement incorporates and the parties agree to the attached provisions labeled "Services—Short Form Agreement Terms". This Agreement represents the parties' entire understanding regarding its subject matter.
5. Contractor will perform the following services (the "Services"), and deliver the following work product (the "Work Product"):



Services:

Description of Services	The Contractor shall provide <u>To Be Determined</u> , Team Leader/Facilitator; and facilitators <u>To Be Determined</u> to (i) participate in advance preparation, and (ii) provide meeting facilitation services at the Judicial Council of California sponsored Annual Judicial Branch Planning Meeting to be held June 24-26, 2008 in San Francisco, California.
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Work Product:

No.	Description of Work Product and Due Date
1	By <u>To Be Determined</u> , Contractor's team and design leads will attend and participate in two (2) pre-conference planning sessions; begin designing facilitation process for small group sessions, and validate the design with EOP staff.
2	By <u>To Be Determined</u> , all Contractor's team members will attend and participate in two additional pre-conference planning sessions, complete design of facilitation process for small group sessions, and validate design with EOP staff. In addition, contractor will ensure that all 4 facilitators complete a review of the background documents provided by EOP staff, as well as the agenda for the branch planning meeting.
3	By June 24, 25, and 26, 2008: all Contractor team members will attend all sessions of the Judicial Council Branch Planning Meeting in San Francisco, California, and facilitate small group sessions; at the conclusion of planning meeting sessions, Contractor's team will participate in a post-conference debriefing session to share their observations and experiences.
4	By July 6, 2008, Contractor will provide a written summary of major small group session highlights to EOP staff

6. The AOC's project manager is: **To Be Determined**
7. The AOC will pay Contractor as follows: The AOC will pay the Contractor the firm fixed amounts of **To Be Determined** for Work Product No. 1; **To Be Determined** for Work Product No. 2; **To Be Determined** for Work Product No. 3; and **To Be Determined** for Work Product No. 4, inclusive of all costs, travel, meals, lodging, taxes and assessments, including the mandated San Francisco Tourism Improvement District assessment and Transient Occupancy Tax, benefits, expenses, fees, overhead, and profits payable to the Contractor for completion and the AOC's acceptance of the Services and Work Products.

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> <u>To Be Determined</u>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <u>To Be Determined</u>	PRINTED NAME AND TITLE OF PERSON SIGNING <u>To Be Determined</u>
ADDRESS Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS <u>To Be Determined</u>

SERVICES—SHORT FORM AGREEMENT TERMS

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified on the first page of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the first page of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by the AOC. The AOC may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the AOC does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the AOC all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the AOC a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The AOC retains all intellectual property rights in any materials it provides to Contractor (the "AOC Materials"). Contractor will hold the AOC Materials in trust and confidence. Contractor will use the AOC Materials solely for performing the Services and creating Work Product created under this Agreement.

D. PUBLICITY. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the AOC Business Services Manager's prior written approval, which may be denied for any or no reason. The AOC Business Services Manager will not approve any public announcement, press release, or other writing that could be construed as an endorsement of Contractor.

E. INVOICES, PAYMENT AND SETOFF. After the AOC has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "AOC—Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the AOC considers reasonably necessary to permit the AOC to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the AOC rejects any Services or Work Product after payment to Contractor, the AOC may exercise all contractual and other legal remedies, including (i) setting off the overpayment against future invoices payable by the AOC, (ii) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (iii) requiring Contractor to refund the overpayment within 30 days of the AOC's request. Unless Contractor is a state agency or other governmental entity, the AOC will take no action on invoices submitted before Contractor has provided a current form "Std 204 (Payee Data Record Form)," which Contractor may obtain from the AOC.

F. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the AOC, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.

G. CHANGES. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the AOC's authorized representative.

H. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the AOC or its representative during normal business hours for inspection and copying.

I. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE AOC AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE AOC.

J. TERMINATION. The AOC may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the AOC terminates this Agreement for convenience, the AOC's liability will be the lesser of (i) a reasonable price for the Services rendered prior to termination, or (ii) the price for the Services. If an hourly or other time-based rate for Services is specified on the first page of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the AOC's directions as to work in progress and the delivery of completed or partially-completed Work Product.

K. INSURANCE. Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.

L. REPRESENTATIONS. Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990 and California's Fair Employment and Housing Act; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; and (v) Contractor will give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the AOC.

M. MISCELLANEOUS. Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the AOC. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the AOC, and any attempted assignment is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with the Agreement must be filed in San Francisco County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this

Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.