

Attachment 2, Master Agreement Terms and Conditions

EXHIBIT A STANDARD PROVISIONS

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and save harmless the AOC and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Master Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Master Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Master Agreement, shall act in an independent capacity and not as officers or employees or agents of the AOC of California.

3. Termination for Cause

- A. Pursuant to this provision, the AOC may terminate this Master Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Master Agreement, or (c) so fails to make progress as to endanger performance of this Master Agreement in accordance with its terms, and, after receipt of a written Notice from the AOC specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or, if authorized in the Notice of failure, a longer period,

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- ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.
- B. In the event the AOC terminates this Master Agreement in whole or in part, due to the Contractor's failure to perform, the AOC may procure, upon such reasonable terms and in such manner as it may reasonably deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the AOC for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Master Agreement to the extent not terminated under this provision.
- C. The Contractor shall not be liable for any excess costs if the failure to perform the Master Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Master Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the AOC shall be to pay only for the services rendered at the rates set forth in the Master Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

4. No Assignment

Without the written consent of the AOC, the Contractor shall not assign this Master Agreement in whole or in part.

5. Time of Essence

Time is of the essence in Contractors performance of this Master Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Master Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

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7. Consideration

The consideration to be paid to the Contractor under this Master Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Master Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

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EXHIBIT B SPECIAL PROVISIONS

1. Definitions

The terms defined below and elsewhere throughout the Contract Documents shall apply to the Master Agreement as defined.

- A. **“Acceptance/Accepted”** means the written acceptance issued to the Contractor by the AOC after the Contractor has completed a Deliverable, Submittal, or other Contract requirement, in compliance with the Contract Documents and the authorized Work Order, including without limitation, Exhibit D, Work Order Administration, and the Acceptance of the Work provision set forth in this Exhibit.
- B. **“Administrative Director”** refers to that individual, or authorized designee, empowered by the AOC to make final and binding executive decisions on behalf of the AOC.
- C. **“Amendment”** means a written document issued by the AOC and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Work Order Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Master Agreement terms.
- D. **“Appropriation Year”** means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of the following year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of the following year.
- E. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the AOC’s business or the business of the Courts, their personnel, officers, or constituents, and including any confidential communications between the Contractor and the AOC, the Court, their personnel, officers, or constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Master Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

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- F. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed AOC Standard Agreement form, including, without limitation, the Master Agreement and all related Work Orders. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “Master Agreement.”
- G. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the AOC to do the Contract Work. The Contractor is one of the parties to this Master Agreement.
- H. “**Court(s)**” means one or more of the 58 individual county courts within California.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the AOC for acceptance.
- L. “**Force Majeure**” means a delay, which impacts the timely performance of Work for which neither the Contractor nor the AOC are liable because such delay or failure to perform was beyond the control of the party. Force Majeure events include, but are not limited to:
- i. Natural disasters or acts of a public enemy;
 - ii. Fire or other casualty for which a party is not responsible;
 - iii. Quarantine or epidemic;
 - iv. Strike or defensive lockout; and,
 - v. Unusually severe weather conditions.
- M. “**Key Personnel**” refers to the Contractor’s personnel named in Exhibit E, Contractor’s Key Personnel, whom the AOC has identified and approved to perform the Work of the Contract.
- N. “**Master Agreement**” means this Master Agreement that sets forth the terms and conditions under which the AOC retains the Contractor and the Contractor will provide consulting Work by executing an individual Work Order, if any, for a particular Project and for a particular Work Order Amount.

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- O. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- P. **“Milestone(s)”** means one or more events or dates, if specified in the Contract Documents, by which Work, as identified, must be provided by the Contractor.
- Q. **“Notice”** means a written document initiated by the authorized representative of either party to this Master Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- R. **“Program”** or **“Project”** refers to all activity relative to a Work Order and/or this Master Agreement including activity of the Contractor, its Subcontractors, the AOC, and the AOC’s representatives, pertaining to the AOC’s data collection and collaborative research program.
- S. **“Project Manager’s Designee”** means an individual that may be designated in a Work Order, as updated from time to time by the AOC’s Project Manager in accordance with Exhibit B, Section 6, paragraph B.
- T. The **“AOC”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The AOC is one of the parties to this Master Agreement.
- U. **“AOC Standard Agreement”** means the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the AOC Standard Agreement, together with the integrated Contract Documents, shall each represent the Master Agreement as an individual **“Contract Counterpart.”**

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- V. **“Standard Agreement Coversheet”** refers to the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- W. **“Standard Amendment Coversheet”** refers to the form used by the AOC to amend agreements with other parties.
- X. **“Stop Work Order”** means the written Notice, delivered in accordance with this Master Agreement, by which the AOC may require the Contractor to stop all, or any part, of the Work of this Master Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit.
- Y. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Master Agreement. When the Contract Documents refer to Subcontractor(s), and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- Z. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the AOC.
- AA. **“Term”** refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Master Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Master Agreement are described further in this Exhibit’s paragraph 44, Master Agreement Term(s) and Options to Renew.
- BB. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the AOC or the Contractor, which is not a party to this Master Agreement.
- CC. **“To Be Determined”** or **“TBD”** is the item that is not yet identified. Any and all To Be Determined items, set forth herein, shall be determined prior to award or by mutual agreement between the Contractor and the AOC and incorporated into the Master Agreement or Work Order via Amendment(s).
- DD. **“Work”** or **“Contract Work”** or **“Work to be Performed”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution and completion of the activities related to this Master

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Agreement to the satisfaction of the AOC. Work may also be defined to include Tasks, Deliverables, and/or Submittals required by the individual Work Order(s) that are performed or provided by the Contractor. The general nature of the Work of this Contract is for developing web based courses, as more particularly described in Exhibit D, Work Order Administration, and in any individual Work Order.

- EE. **“Work Order”** refers to a document, substantially in the form of Exhibit F, Attachment 2, Work Order Form, that is used by the AOC to authorize Work pursuant to this Master Agreement. Each Work Order, if any, will include details about the nature of the Work the Contractor will perform, the timeline for completion of the Work, budget requirements, additional reporting guidelines, or other practical details. A Work Order is authorized when the AOC Standard Agreement form that is the first page of the Work Order has been bilaterally executed.
- FF. **“Work Order Amount”** refers to the amount of funds that is encumbered via the AOC Standard Agreement form that is the first page of each authorized Work Order. The amount that the AOC may pay to the Contractor for Work provided pursuant to each Work Order shall not exceed the Work Order Amount stated therein.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in the Contract Documents to the AOC's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the AOC may terminate this Master Agreement in whole or in part at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the AOC terminates all or a portion of this Master Agreement other than for cause, the AOC shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the Work Order Amount(s) applicable to the terminated portion of the Project(s).

4. AOC's Obligation Subject to Availability of Funds

- A. The AOC's obligation under this Master Agreement is subject to the availability of authorized funds. The AOC may terminate the Master Agreement or any part of the

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Contract Work, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Master Agreement, any individual Work Order or in any Amendment hereto, the AOC may, upon written Notice to the Contractor, terminate this Master Agreement or any individual Work Order in whole or in part. Such termination shall be in addition to the AOC's rights to terminate for convenience or default.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Master Agreement is terminated for non-appropriation:
 - i. The AOC will be liable only for payment in accordance with the terms of this Master Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Master Agreement as are affected by the termination.

- C. Funding for this Master Agreement in whole or in part through any individual Project beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Master Agreement. Should such an appropriation not be approved, the Master Agreement or the affected parts will terminate by these terms without any further action of the parties at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Stop Work

- A. The AOC may, at any time by written Notice as a Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Master Agreement, for a period up to ninety (90) Days after the Notice is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the AOC shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Master Agreement.

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- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The AOC shall make an equitable adjustment in the delivery schedule and/or the Work Order Amount, and the Master Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Master Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the AOC decides the facts justify the action, the AOC may receive and act upon a proposal submitted at any time before final payment under this Master Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the AOC's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the AOC shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The AOC shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

6. Master Agreement Administration/Communication

- A. Under this Master Agreement, the AOC's Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Master Agreement shall be made through the Project Manager.
- i. Any Notice from the Contractor to the AOC shall be in writing and shall be delivered to the Project Manager as follows:

Judicial Council of California
Administrative Office of the Courts
TBD, Project Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688
 - ii. Other than for Notices, the AOC's Project Manager may be contacted as follows:

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Telephone: TBD
Facsimile: TBD
Email: TBD

- B. The AOC's Project Manager may delegate authority with regard to Work to the AOC's Project Manager's Designee. The AOC's Project Manager may at any time change the AOC's Project Manager's Designee upon notice to Contractor via email or other method, without need for an amendment to this Master Agreement or any Work Order.
- C. Contractor Project Management
- i. The Contractor's Project Manager assigned to this Master Agreement shall be as set forth in Exhibit E, Contractor's Key Personnel, who will be responsible for managing Contractor's performance under this Master Agreement.
 - ii. When named in particular Work Order, the Contractor's Project Manager may authorize another individual to serve as the designated Contractor's Project Manager, to be responsible for day-to-day management of that Work Order. The AOC's Project Manager will consult with any designee(s) to determine if the Contractor has satisfactorily performed the Work in accordance with the terms and conditions of the Master Agreement.
- D. Communications with the Contractor
- i. Any Notice to the Contractor shall be directed in writing to:

TBD

7. Authorization of Any Work Orders

The AOC does not guarantee that the Contractor will receive a specific volume of Work, a specific total Contract or Work Order Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the AOC may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.

8. Standard of Professionalism

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The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Master Agreement.

9. Acceptance of the Work

- A. The AOC's Project Manager shall be responsible for the sign-off acceptance of all the Work required and submitted pursuant to this Master Agreement. Prior to approval of the Work and prior to approval for payment, the AOC's Project Manager will apply the acceptance criteria set forth in subparagraph B of this provision, as appropriate, to determine the acceptability of the Work provided by the Contractor. Unsatisfactory ratings will be resolved as set forth in this provision.
- B. Acceptance Criteria for Work ("**Criteria**") provided by the Contractor pursuant to this Master Agreement:
 - i. Timeliness: The Work was delivered on time;
 - ii. Completeness: The Work contained the Data, Materials, and features required in the Contract; and
 - iii. Technical accuracy: The Work is accurate as measured against commonly accepted standard (for instance, a statistical formula, an industry standard, or de facto marketplace standard).
- C. The Contractor shall provide the Work to the AOC, in accordance with direction from the AOC's Project Manager. The AOC shall accept the Work, provided the Contractor has delivered the Work in accordance with the Criteria. The AOC's Project Manager shall use the Acceptance and Signoff Form, provided as Attachment 1 in Exhibit F of this Master Agreement, to notify the Contractor of the Work's acceptability.
- D. If the AOC rejects the Work provided, the AOC's Project Manager shall submit to the Contractor a written rejection using Attachment 1, the Acceptance and Signoff Form, describing in detail the failure of the Work as measured against the Criteria. If the AOC rejects the Work, then the Contractor shall have a period of ten (10) business days from receipt of the Notice of rejection to correct the stated failure(s) to conform to the Criteria.
- E. If the AOC's Project Manager requests further change, the Contractor shall confer with the AOC's Project Manager, within three (3) business days of such request, to discuss changes for the final submission of the Work. The Contractor shall provide the Work within three (3) business days after this meeting, at which time the Work will be accepted or the question of its acceptability referred to the Administrative Director of the AOC and a principal of the Contractor, as set forth in subparagraph F below.

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- F. If agreement cannot be reached between the AOC's Project Manager and the Contractor on the Work's acceptability, a principal of the Contractor and the Administrative Director of the AOC, or its designee, shall meet to discuss the problem. If agreement cannot be reached, in the reasonable judgment of the Administrative Director of the AOC, or its designee, and/or the Contractor fails to cure such deficiencies that are perceived in the Work to the reasonable satisfaction of the Administrative Director, or its designee, in the reasonable time established by the Administrative Director, the AOC may reject the Work and will notify the Contractor in writing of such action and the reason(s) for so doing. Upon rejection of the Work, the AOC may terminate this Master Agreement pursuant to the terms of Standard Provisions paragraph 3, as set forth in Exhibit A. Termination does not relieve the AOC of liability for wrongfully rejected Work.
- G. The AOC's acceptance of the Work shall not relieve the Contractor from its responsibility for the Work. The AOC's acceptance shall not be deemed to be a waiver of its rights should any claims arise from the performance of the Contractor's Work.

10. Evaluation of Contractor

The AOC shall evaluate the Contractor's performance under the Agreement.

11. Contractor's Personnel and Replacement of Personnel

- A. The Contractor shall provide for the staffing requirements as set forth in Exhibit D, Work Order Administration, and each Work Order, if any, prior to commencing any Work pertaining to the staffing requirements.
- B. The AOC has the right to review resumes of the Contractor's proposed personnel prior to commencement of the Work of this Master Agreement. If, in the AOC's reasonable opinion, any of the proposed personnel is unsatisfactory or does not meet the AOC's requirements, the Contractor shall submit a different candidate for consideration.
- C. The roles and responsibilities of the Key Personnel for providing the Work of this Agreement are set forth in Exhibit E, Contractor's Key Personnel. The Contractor's Key Personnel will have the ability and authority to make decisions commensurate with his or her role and level of responsibility regarding the Work of this Contract.
- D. The individual(s) assigned as the Contractor's Key Personnel at the time of entering into this Master Agreement, supported by their resumes, are included in Exhibit E, Contractor's Key Personnel.

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- E. The AOC reserves the right to disapprove the continuing assignment of any of the Contractor's personnel provided to the AOC under this Master Agreement if, in the AOC's opinion, the performance of the Contractor's personnel is unsatisfactory. The AOC agrees to provide Notice to the Contractor in the event it makes such a determination. If the AOC exercises this right, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- F. If any of the Contractor's Key Personnel, identified in Exhibit E, become unavailable during the Term(s) of this Master Agreement, the Contractor shall immediately assign replacement personnel, possessing equivalent or greater experience and skills; any substitute must be acceptable to the AOC's Project Manager.
- G. If any of the Contractor's Key Personnel become unavailable or are disapproved and the Contractor cannot furnish a replacement acceptable to the AOC, the AOC may terminate this Master Agreement for cause pursuant to Standard Provisions paragraph 3, as set forth in Exhibit A.

12. Subcontracting

- A. This Master Agreement is based upon the unique expertise of the Contractor. Therefore, in addition to the prohibition against assignment under Exhibit A, Standard Provisions paragraph 4, No Assignment, it is the policy of the AOC to withhold consent from proposed assignments, subcontracts, or novations, when such transfer of responsibility would operate to decrease the AOC's likelihood of receiving performance under this Agreement. No performance of this Master Agreement, Work Order, or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the AOC, and any attempt by the Contractor to assign or subcontract any performance of this Master Agreement or Work Order without the express written consent of the AOC shall be void and shall constitute a breach of this Master Agreement. **If the Contractor is authorized by the AOC to subcontract or assign, all the terms of this Master Agreement shall be included in such subcontract or assignment.**
- B. The Contractor shall not subcontract this Master Agreement or services provided under this Master Agreement, unless the AOC agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Master Agreement. No party to this Master Agreement shall in any way contract on behalf of or in the name of another party to this Master Agreement.

13. Services Warranty

The Contractor warrants and represents that each of its employees, consultants, independent contractors or agents assigned to perform any services or provide any technical assistance in planning, development, training, consulting or related services under the terms of this

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Master Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Master Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, the Court, and any other customer agencies or other beneficiaries of the Work provided hereunder.

14. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meet Generally Accepted Accounting Principles or GAAP for purposes of enabling the AOC to exercise its audit rights set forth below.

15. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Master Agreement for a period in accordance with AOC and Federal law, a minimum retention period being no less than four (4) years after final payment under this Master Agreement. The Contractor is also obligated to protect Data adequately against fire or other damage.

16. Audit

- A. The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the AOC under this Master Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Master Agreement.
- B. The Contractor must provide for an annual fiscal audit which includes an opinion on whether the financial statements of Contractor present fairly its financial position and its financial operations are in accordance with generally accepted accounting principles.

17. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the AOC's Project 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 due to an act of Force Majeure, although the performance period of the Master Agreement may be amended due to an act of Force Majeure. After the AOC's Project Manager reviews the request, a written decision shall be

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provided to the Contractor. Amendments to the Master Agreement or Work Order shall be authorized via bilateral execution of an AOC Standard Agreement.

18. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the AOC shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Master Agreement. The 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. If coverage is approved and purchased on a “claims made” basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Master Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
[applicable if proposer has employees]
 - ii. Employers' Liability with limits not less than \$500,000.00 for each accident.
[applicable if proposer has employees]
 - iii. Commercial General Liability Insurance with limits not less than \$500,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than \$500,000.00 for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- 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 retention of the policies shall not limit or apply to the Contractor’s liability to the AOC and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Master Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The AOC, its officers, officials, employees and agents are to be covered, in accordance with Contractor’s blanket additional insured endorsement, as

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- additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Master Agreement.
- ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the AOC, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the AOC, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The 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.
- E. The Contractor shall provide the AOC certificates of insurance satisfactory to the AOC evidencing all required coverages before Contractor begins any Work under this Master Agreement, and complete copies of each policy upon the AOC's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the AOC, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the AOC, the Contractor shall, upon Notice to that effect from the AOC, promptly obtain a new policy, and shall submit the same to the AOC, with the appropriate certificates and endorsements, for approval.
- G. If the Contractor is authorized by the AOC to subcontract or assign, the Contractor shall include any Subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverages provided by Subcontractors as evidence of compliance with the insurance requirements of this Master Agreement shall be subject to all of the requirements stated herein.
- H. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the AOC of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, and worker's compensation within 30 days mailed to the following address: Judicial Council, Administrative Office of the Courts, Senior Manager, Business Services, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102-3688.
19. Confidentiality
- A. Both the AOC and the Contractor acknowledge and agree that in the course of performing the Work under this Master Agreement, the AOC may disclose Confidential Information to the Contractor.
 - B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the AOC's

Attachment 2, Master Agreement Terms and Conditions

Confidential Information on a “need to know” basis to the Contractor’s employees and Subcontractors and, as directed by the AOC’s Project Manager, representatives of the AOC that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor’s clients and business.

- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Master Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Master Agreement.

20. Copyrights and Rights in Data

- A. The AOC reserves the right to use and copyright, in whole or in part, any Data produced with funding from this Master Agreement.
- B. The Contractor agrees not to copyright any Data produced with funding from this Master Agreement unless the AOC gives the Contractor express permission to do so. If such permission is obtained and the Data is copyrighted, the AOC will be given an exemption that reserves for it the right to use, duplicate, and disseminate the Data without fee.

21. Ownership of Intellectual Property, Etc.

- A. Unless the Contractor and the AOC reach a written agreement to the contrary, the Contractor agrees for itself and its personnel that pursuant to the AOC’s requirement (i) all documents, deliverables, software, systems designs, disks, tapes, and any other Data or Materials created in whole or in part by the Contractor in the course of or related to providing services to the AOC shall be treated as if it were “work for hire” for the AOC, and (ii) the Contractor will immediately disclose to the AOC all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “Creations”) made, in whole or in part, by the Contractor in the course of or related to providing services to the AOC.
- B. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the AOC, and the Contractor hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the AOC, without any additional compensation and free of all liens and encumbrances of any type. The Contractor affirms that the amount encumbered

Attachment 2, Master Agreement Terms and Conditions

under this Master Agreement for the Work performed includes payment for assigning such rights to the AOC. The Contractor agrees to execute any documents required by the AOC to register its rights and to implement the provisions herein.

22. Limitation on AOC's Liability

The AOC shall not be responsible for loss of or damage to any non-AOC equipment arising from causes beyond the AOC's control.

23. Use of AOC or Court Provided Equipment

Neither the AOC nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the AOC or Courts.

24. Conflict of Interest

A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of AOC funds or that are sponsored by the AOC if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Master Agreement or the Work of this Master Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Master Agreement.

B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former AOC employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

25. Covenant Against Gratuities

The Contractor warrants by signing this Master Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the AOC with a view toward securing the Contract or securing favorable treatment with respect to any

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determinations concerning the performance of the Contract. For breach or violation of this warranty, the AOC will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the AOC in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the AOC provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

26. National Labor Relations Board

By executing this Master Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

27. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

28. Nondiscrimination/No Harassment Clause

- A. During the performance of this Master Agreement, the 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. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Master Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Master Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Master Agreement by reference and made a part of it as if set forth in full.

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- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Master Agreement.

29. Americans with Disabilities Act and Section 508 of the Rehabilitation Act

By signing this Master Agreement, Contractor assures the AOC that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA. Further, all Work performed by the Contractor shall comply with Section 508 of the Rehabilitation Act, as amended by Congress in 1998 (see www.section508.gov).

30. California Law

This Master Agreement shall be subject to and construed in accordance with the laws of the State of California.

31. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Master Agreement. The Contractor shall procure and keep in full force and effect during the Term(s) of this Master Agreement all permits and licenses necessary to accomplish the Work contemplated in this Master Agreement.

32. Inventions and Patents

If any patentable items, patent rights, processes, or inventions are produced in the course of this Grant-sponsored work, Contractor shall report such facts promptly and fully to the AOC. The AOC may then report such facts to the grantor for the grantor’s determination whether protection of the invention or discovery shall be sought. Contractor shall not take any action that may jeopardize the grantor’s rights under this provision without specific written direction of the AOC.

33. Severability

If any term or provision of this Master Agreement is found to be illegal or unenforceable, the remainder of this Master Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

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34. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Master Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

35. Signature Authority

The parties signing this Master Agreement and any subsequent Work Order certify that they have proper authorization to do so.

36. Survival

The termination or expiration of the Master Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Master Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

37. Master Agreement Term(s) and Options to Renew

- A. Until this Master Agreement is mutually signed and delivered, none of the terms and conditions of this Master Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Master Agreement, the terms and conditions of this Master Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Master Agreement shall remain in effect from **June [TBD], 2011** through **June 30, 2012** ("**Initial Term**"), unless otherwise set forth in writing, in accordance with the terms and conditions of the Master Agreement.
- C. The parties agree that the AOC may elect to extend the Master Agreement up to two (2) consecutive one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Master Agreement:
 - i. **July 1, 2012** through **June 30, 2013** ("**First Option Term**").
 - ii. **July 1, 2013** through **June 30, 2014** ("**Second Option Term**").
- D. In the event the AOC elects to exercise an option to extend the Master Agreement, as set forth in this provision, the parties will modify the Master Agreement via bilateral execution of the AOC's Standard Agreement form.

Attachment 2, Master Agreement Terms and Conditions

E. In the event the First Option Term or Second Option Term is exercised under this Master Agreement, all hourly and firm fixed rates in the Initial Term shall remain unchanged during those option terms.

38. Entire Agreement

This Master Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized officer of the AOC.

END OF EXHIBIT

Attachment 2, Master Agreement Terms and Conditions

EXHIBIT C PAYMENT PROVISIONS

1. Compensation for Contract Work

- A. For performing the Work of this Master Agreement as set forth in any Work Order, the AOC shall compensate the Contractor an amount not to exceed the Work Order Amount set forth in such Work Order.
- B. Unless otherwise agreed upon by the parties, the rates set forth in Table 1, below, and Section 2, Compensation For Allowable Expenses, shall be used in a Work Order for one or more of the following purposes:
 - i. The basis for determining the fixed price(s) or not to exceed amounts for particular Task(s), Milestone(s), or Deliverable(s), which the AOC shall pay the Contractor upon completion and Acceptance of such Work;
 - ii. The basis for determining a lump sum amount, which the AOC shall pay the Contractor upon completion and Acceptance of all the Work of a Work Order; or,
 - iii. The basis for compensation, which the AOC shall pay the Contractor for actual costs expended to provide the Work.

Table 1: Hourly Rates

Role	Initial Term Rate	First Option Term Rate	Second Option Term Rate
Project Manager	[TBD] per Hour	[TBD] per Hour	[TBD] per Hour
Faculty/Staff overseeing data collection	[TBD] per Hour	[TBD] per Hour	[TBD] per Hour
Faculty/Staff overseeing data collection	[TBD] per Hour	[TBD] per Hour	[TBD] per Hour
Data Collector (Student)	[TBD] per Hour	[TBD] per Hour	[TBD] per Hour

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- C. All rates shall be inclusive of any and all salary, associated benefits, overhead, profit, incidental materials, fees, and other costs necessary to perform the Work, excluding allowable expenses as set forth in paragraph 2, below. All rates in Table 1 are applicable to the services that may be provided at any of the 58 courts.
- D. The Contractor shall not charge nor shall the AOC pay any overtime rate.
- E. The Contractor shall not request nor shall the AOC consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.

2. Compensation for Allowable Expenses

The AOC shall reimburse the Contractor as follows:

- A. Transportation, Meals, and Lodging Expenses
 - i. The AOC shall reimburse the Contractor for actual expenses incurred for reasonable and necessary transportation, meals, lodging, and other travel-related expenses required to perform the Work of individual Work Orders subject to the maximum amounts set forth in this section.
 - ii. The Contractor shall keep and maintain records and original invoices and receipts for these expenses, and provide copies of these for review if requested by the AOC's Project Manager.
 - iii. The Contractor shall submit a written travel plan to the AOC's Project Manager, including estimated costs, for review and approval, at the beginning of a Project.
 - iv. For necessary air transportation, the AOC will reimburse the Contractor for the actual cost incurred. All air transportation is limited to coach fares and must be booked a minimum of fourteen (14) days prior to travel, unless the Project Manager agrees otherwise in writing.
 - v. For overnight travel, in accordance with the California Victim Compensation and Government Claims Board (formerly AOC Board of Control) guidelines, the AOC will reimburse Contractor for meal and lodging expenses in an amount not to exceed **\$150.00** per day, or **\$180.00** per day if the hotel stay is within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, plus sales tax. Meals shall be reimbursed at the actual cost not to exceed the following maximum amounts per person per Day: breakfast~**\$6.00**; lunch~**\$10.00**; dinner~**\$18.00**; and/or incidentals~**\$6.00**. Hotel room rental shall be reimbursed for the actual cost not to exceed: i) **\$110.00** per Day plus tax and/or energy surcharge when applicable outside the counties of Alameda, San Francisco, San Mateo, and Santa Clara, or ii) **\$140.00** per Day, plus tax

Attachment 2, Master Agreement Terms and Conditions

and energy surcharge when applicable within the counties of Alameda, San Francisco, San Mateo, and Santa Clara.

- vi. For necessary private vehicle ground transportation usage, the AOC will reimburse the Contractor's reasonable ground transportation expenses at the applicable IRS approved rate per mile.
- vii. The total amount the AOC may pay the Contractor for allowable transportation, meals, and lodging expenses under any Work Order shall be included in the Work Order Amount that is set forth in the Work Order.

3. Direct Expenses

Except for allowable expenses for transportation, meals and lodging, as set forth in paragraph 2 above, all fees and charges noted in this Master Agreement are inclusive of any and all anticipated travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Other Expenses

The AOC shall not consider reimbursement for costs or expenses not defined as allowable in this Master Agreement.

5. Taxes

The AOC is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The AOC will pay for any applicable AOC of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Master Agreement.

6. Method of Payment

- A. Upon providing the Work, Task(s), Milestone(s), and/or Deliverable(s), as set forth in a Work Order, but no more often than once a month, the Contractor shall submit an invoice for Work completed. In the event of multiple Work Orders, the Contractor shall provide a separate invoice for each Work Order. After receipt of the invoice, the AOC will either approve the invoice for payment or give the Contractor specific written reasons why part or all of the payment is being withheld and what remedial actions the Contractor must take to receive the withheld amount.
- B. The AOC will make payment in arrears after receipt of the Contractor's properly completed invoice. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable lump sum amount, fixed price(s), or actual

Attachment 2, Master Agreement Terms and Conditions

costs and/or expenses, in accordance with the terms of the Master Agreement and the applicable Work Order, for the preceding month and shall include:

- i. The Contract number;
 - ii. The Work Order number;
 - iii. A unique invoice number;
 - iv. The Contractor's name and address;
 - v. The taxpayer identification (the Contractor's federal employee identification number);
 - vi. A description of the completed Deliverable(s) and Deliverable number(s) provided as appropriate;
 - vii. The identification of the Court for which the Contractor provided Work;
 - viii. The identification of the Contractor's Key Personnel and other staff which provided the Work;
 - ix. The dates and hours Work was actually provided, by Contractor's Key Personnel, assigned other staff, Subcontractors, or for other items, as applicable;
 - x. The applicable contractual charges, including the appropriate rate, not to exceed amount, fixed price, lump sum amount, progress payment, or expenses, if allowable under this Contract;
 - xi. The appropriate receipts for reimbursement of allowable expenses, if the Work Order provides for reimbursement of allowable expenses; and,
 - xii. A preferred remittance address, if different from the mailing address.
- C. The Contractor shall submit one (1) original and two (2) copies of invoices to:
- Judicial Council of California
Administrative Office of the Courts
Finance Division, Accounts Payable
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102-3688
- D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

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7. Payment Does Not Waive Responsibility for Professional Work

The granting of any payment by the AOC as provided in any Work Order shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or Material, even if the unsatisfactory character of such Work or Material may not have been apparent or detected at the time such payment was made. Materials, Data, components, or workmanship that do not conform to the requirements of this Master Agreement shall be rejected and shall be replaced by the Contractor without delay.

8. Disallowance

If the Contractor claims or receives payment from the AOC for a service or reimbursement that is later disallowed by the AOC, the Contractor shall promptly refund the disallowed amount to the AOC upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Contractor under this Master Agreement or any other agreement.

END OF EXHIBIT

Attachment 2, Master Agreement Terms and Conditions

EXHIBIT D WORK ORDER ADMINISTRATION

1. General Description of Work

- A. In collaboration with the AOC, Contractor will identify and define research projects of importance and interests to the judicial branch; create data collection plans including sampling strategy and data collection instruments; recruit, train, and manage students in data collection activities; review, analyze the data, and prepare reports based on the data collection.

2. Contractor's Responsibilities

- A. If assigned Work under this Master Agreement via any Work Order, the Contractor's Project Manager's responsibilities under this Master Agreement or Work Order includes:
- i. Provide its own equipment, facilities, necessary supplies and communications, including laptop computers and internet access.
 - ii. Coordinate and account for Contractor's resources in support of the Work;
 - iii. Providing on-going status reports to the AOC's Project Manager;
 - iv. Escalating issues for resolution to the AOC's Project Manager; and
 - v. Submitting Acceptance and Signoff Form to AOC's Project Manager
 - vi. Submitting invoices for Accepted Work

3. AOC's Responsibilities

- A. The AOC's Project Manager will have the following responsibilities under this Contract:
- i. Assign and coordinate of AOC resources in support of the Work;
 - ii. Provide on-going status reports to AOC management and escalate issues for resolution to AOC management; and
 - iii. Review and approval of Contractor's reports, Deliverables, and invoices for services.

4. Work Order Process

- A. The AOC will request a proposal from the Contractor to propose the Work of a forthcoming project. Such a request will describe the nature, scope, and extent of

Attachment 2, Master Agreement Terms and Conditions

the proposed project. The request will also describe the preliminary schedule, and rough order of magnitude of individual components.

- B. The Contractor will then prepare a proposal that includes an applicable scope of Work, and a schedule for completion of the Work, including due dates for applicable Milestones, Deliverables, and Tasks as well as identify Key Personnel, other staff, Subcontractors, and/or other items to provide for the proposed Work, including roles and applicable billing rates. The Contractor shall submit the proposal to the AOC's Project Manager within ten (10) business days of receiving the Work request. The proposal shall be binding for sixty (60) Days after receipt by the AOC's Project Manager.
- C. Based upon information provided in the proposal and the scope of the project, it will be determined if the Work will be paid by (i) reimbursement at contracted rates; or (ii) upon completion of deliverables paid at fixed price(s) or a lump sum amount. Payment method will then be specified in the Work Order.
- D. If the AOC decides to issue a Work Order, the parties will execute a Work Order substantially in the form of the Work Order Form attached hereto as Attachment 2 to Exhibit F.

5. Work Order Amount

- A. The parties shall use the appropriate rates for items from Exhibit C, Payment Provisions, including the Key Personnel and/or other items and associated rates and/or other costs proposed to determine Milestone Amounts and Work Order Amounts.
- B. In no event will the AOC pay more than the Work Order Amount set forth in the authorized Work Order unless the Work Order is amended.

6. Authorized Work Order

- A. All Work performed under this Master Agreement will be authorized only by a fully executed Work Order.
- B. The Contractor and the AOC are not precluded from incorporating other agreed upon rates for different staff roles in a specific Work Order.
- C. A Work Order may include additional requirements as the specific Work may require and as the parties may agree.
- D. Once a Work Order is agreed upon, the AOC will provide multiple originals of the Work Order to the Contractor for signature. The Contractor will indicate acceptance

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of the Work Order by its signature on each of the Work Order forms and return the originals to the AOC within two (2) business days.

- E. If there is a need to revise the approved scope of Work, schedule, or price, the parties may agree to amend the Work Order or execute a new Work Order, executed in accordance with the terms and conditions of this Master Agreement. No Work Order shall amend the terms and conditions of the Master Agreement.
- F. Any commencement of performance of Work prior to the Contractor's receipt of the authorized Work Order shall be done so at the Contractor's own risk.
- G. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

END OF EXHIBIT

Attachment 2, Master Agreement Terms and Conditions

EXHIBIT E
CONTRACTOR'S KEY PERSONNEL

1. The following individual shall be the Contractor's Key Personnel designated to perform and manage the Work of this Master Agreement:

Name of Key Personnel	Role
TBD	Project Manager

2. The resume of Contractor's Key Personnel is attached below:

[The remainder of this page intentionally left blank.]

TBD

END OF EXHIBIT

Project Title: Data collection and collaborative research program
RFP Number: EOP-201101-RB

Attachment 2, Master Agreement Terms and Conditions

EXHIBIT F ATTACHMENTS

This Exhibit includes the following forms:

- 1) Attachment 1, Acceptance and Signoff Form
- 2) Attachment 2, Work Order Form

END OF EXHIBIT

Project Title: Data collection and collaborative research program
RFP Number: EOP-201101-RB

Attachment 2, Master Agreement Terms and Conditions

**EXHIBIT F
ATTACHMENT 1
ACCEPTANCE AND SIGNOFF FORM**

Description of Work provided by Contractor:

Date submitted: _____

Work is:

1) Submitted on time: yes no. If no, please note length of delay and reasons.

2) Complete: yes no. If no, please identify incomplete aspects of the Work.

3) Technically accurate: yes no. If no, please note corrections required.

Please note level of satisfaction:

Poor Fair Good Very Good Excellent

Comments, if any:

Work is accepted.

Work is unacceptable as noted above.

Name: _____

Title: _____

Date: _____

END OF FORM

Project Title: Data collection and collaborative research program

RFP Number: EOP-201101-RB

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EXHIBIT F ATTACHMENT 2 WORK ORDER FORM

AOC of California

STANDARD AGREEMENT —

STD. 2 (REV.5-91)

Contract Number [Work Order #] [TBD]	Amendment Number
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER [TBD]	

THIS AGREEMENT, made and entered into this [TBD] day of [TBD], [TBD], ("Effective Date") in the AOC of California, by and between AOC of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Supervising Contract Specialist	ENTITY Judicial Council of California / Administrative Office of the Courts 455 Golden Gate Ave. San Francisco, CA 94102
CONTRACTOR'S NAME [TBD]	, hereafter called the AOC, and [TBD], hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the AOC hereinafter expressed, does hereby agree to furnish to the AOC services and materials as follows:

THIS WORK ORDER NUMBER [TBD] IS ISSUED PURSUANT TO MASTER AGREEMENT [TBD] FOR WORK BETWEEN THE STATE OF CALIFORNIA AND THE CONTRACTOR: Services related to data collection and collaborative research.

The Contractor will provide the Contract Work set forth in the following attached pages.
The amount the AOC may pay the Contractor under this Work Order shall not exceed \$[TBD].
This period of performance for this Work Order shall commence [TBD] and expire [TBD].

IN WITNESS WHEREOF, this Agreement has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA		CONTRACTOR			
ENTITY Judicial Council of California / Administrative Office of the Courts		CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) [TBD]			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING [TBD]		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE [TBD]		ADDRESS Attn: [TBD]			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$[TBD]	PROGRAM/CATEGORY (CODE AND TITLE) [TBD]	FUND TITLE [TBD]		<i>Department of General Services Use Only</i> EXEMPT FROM DEPARTMENT OF GENERAL SERVICES' APPROVAL.	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$[TBD]	(OPTIONAL USE)				
TOTAL AMOUNT ENCUMBERED TO DATE \$[TBD]	ITEM [TBD]	CHAPTER [TBD]	STATUTE [TBD]		FISCAL YEAR [TBD]
OBJECT OF EXPENDITURE (CODE AND TITLE) [TBD]					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER ▷		DATE			

Project Title: Data collection and collaborative research program
RFP Number: EOP-201101-RB

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CONTRACTOR

STATE AGENCY

DEPT. OF GEN. SER.

CONTROLLER

Project Title: Data collection and collaborative research program

RFP Number: EOP-201101-RB

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[Italicized portions should be filled in or deleted, as appropriate, prior to finalizing and authorizing a Work Order]

WORK ORDER NO. [Work Order #]

1. [Optional:] Definitions

The terms defined below and elsewhere throughout the Contract Documents shall apply to the Work Order as defined. *[Include section on Definitions, if appropriate.]*

2. Summary of Work

A. Pursuant to the Master Agreement, the Contractor's Key Personnel, [name] shall provide services related to data collection and collaborative research.

3. Not To Exceed Amounts for Deliverables

The Contractor will provide services in connection with this Work Order for at the Not To Exceed Amount(s) set forth in Table 1, below, in accordance with Master Agreement No. [TBD].

Table 1: Task No., Quantity of Hours of Work, Rate Per Hour, and Not To Exceed Amount.

<u>Deliverable No.</u>	<u>Task Description</u>	<u>Maximum Quantity of Hours of Work</u>	<u>Rate per Hour</u>	<u>Not To Exceed Amount</u>
<i>1</i>	<i>[Add Deliverable Description]</i>	<i>[Insert maximum quantity of Hours of Work]</i>	<i>[Insert Rate per Hour]</i>	<i>[Maximum Quantity of Hours of Work multiplied by Rate per Hour]</i>
<i>Add lines as needed</i>				
<i>Total Not To Exceed Amount For Work</i>				<i>\$TBD</i>

4. Firm Fixed Price for Deliverables

The AOC shall compensate the Contractor at the firm fixed price(s) as set forth in Table 2, below, for the completion and acceptance of each Deliverable, inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the AOC.

Table 2: Firm Fixed Price(s) by Deliverable for the Work

<u>Deliverable No.</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>[Firm Fixed Price]</u>
<i>TBD</i>	<i>[Add Deliverable Description]</i>	<i>TBD</i>	<i>\$TBD</i>

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<u>Deliverable No.</u>	<u>Deliverable</u>	<u>Due Date</u>	<u>[Firm Fixed Price]</u>
TBD	[Add Deliverable Description]	TBD	\$TBD
	[Add lines as needed]		
Total Not To Exceed Amount For Work			\$TBD

5. Time for Work

- A. The Contractor will commence the Work no later than [insert date] and will complete the Work on or before [insert date].
- B. [Optional:] The Contractor will complete each Task, Milestone, and/or Deliverable by the following dates: [Include due date for each Task, Milestone, and/or Deliverable, here, OR in the specific scope of work.]

6. Work Order Amount

- A. The Work Order Amount is [\$amount], to be paid in accordance with the Master Agreement number [TBD], dated [TBD].
- B. [Optional:] At the rate(s) set forth in the Master Agreement [and this Work Order], the AOC shall reimburse the Contractor for the actual cost to complete the Work, not to exceed the following amount for each Task, Milestone, and/or Deliverable: [Include not-to-exceed amount for each Task, Milestone, and/or Deliverable, here, OR in the specific scope of work.]

[OR insert:]
- C. [Optional:] Upon completion and Acceptance of each Task, Milestone, and/or Deliverable, the AOC shall pay the Contractor the fixed price per Task, Milestone, and/or Deliverable, as set forth below, [Include fixed price for each Task, Milestone, and/or Deliverable, here, OR in the specific scope of work.]

[OR insert:]
- D. [Optional:] The Contractor has agreed to provide the Contract Work that is the subject of this Work Order for the lump sum amount of \$[insert amount], payable upon completion and Acceptance of all the Work.

7. Allowable Expenses

The AOC [will OR will not] reimburse the Contractor for allowable expenses in accordance with Exhibit C, Payment Provisions, of the Master Agreement. [Optional:] The Contractor estimates allowable expenses shall not exceed the total amount of \$[insert amount]. [Optional:] All expenses

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are inclusive in the *[fixed price(s) OR lump sum amount]*, as set forth in the Work Order Amount, above.

[OR:]

[Include/address allowable expenses in the Work Order Amount paragraph, above.]

8. Intent and Interpretation of Contractor's Methodology

The Contractor has estimated the costs and expenses necessary to complete the Work Order in accordance with its Work schedule. The AOC's acceptance of the Contractor's proposal does not (i) imply that the AOC approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work Order, nor (ii) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work Order of this Agreement within the total amount for compensation set forth herein.

9. AOC's Project Manager For This Work Order

Name:	[TBD]
Title:	[TBD]
Division:	Executive Office Programs
Address:	The Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, CA 94102
Telephone:	[TBD]
Facsimile:	[TBD]
Email:	[TBD]

10. [Optional:] Additional Requirements

[Include additional information, appropriate to the Work Order, only if necessary and when such information does not belong under any other heading in the Work Order.]

END OF FORM