

**ATTACHMENT 2
 SERVICES- SHORT FORM AGREEMENT**

SERVICES—SHORT FORM AGREEMENT rev 5-4-15

AGREEMENT NUMBER [Agreement Number-TBD]

- In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name-TBD]**, and the term “HCRC” refers to the **Habeas Corpus Resource Center**.
- This Agreement becomes effective as of **[]**, (the “Effective Date”) and expires on **[]**.
- The maximum amount that the HCRC may pay Contractor under this Agreement is **[Dollar amount - TBD]** (the “Maximum Amount”).
- This Agreement incorporates the terms and conditions in the RFP 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.
- Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):

Services:

Description of Services	Expert Trainer to design and deliver several offerings of a training program on the topics of Diversity and Inclusion in the workplace, including information on Implicit Bias and Micro Aggressions. The training program will be delivered to a total of approximately _____ (____) + HCRC employees, in groups numbering no more than _____ (____) at one time, during the _____ quarter of _____.
Completion Date	December 31, 2021
Acceptance Criteria	<p>Completeness: Contractor to deliver training in a clear and concise manner and provide enough content to accomplish objectives as required by Project Manager.</p> <p>Technical Accuracy: The training program covers the topics for Diversity and Inclusion in the workplace, including information on Implicit Bias and Micro Aggressions.</p> <p>Timeliness: Contractor to arrive at the training locations at the agreed upon time and dates to deliver the training sessions</p>

- The HCRC’s project manager is: **[Insert project manager’s name- TBD.]**
- The HCRC will pay Contractor as follows: **Firm fixed priced** payments will be made as each Milestone is completed in the amounts listed below. Payments will only be issued to the Contractor entity listed in this Agreement, regardless if Subcontractors were engaged by Contractor.

Milestone(s)	Completion Date	Firm Fixed Price
<p>Milestone #1:</p> <ul style="list-style-type: none"> An approved customized course description, developed by working with a HCRC staff member. HCRC to approve the customized course description. An approved course outline/training session lesson plan that clearly explains the course objectives and how each objective will be met. HCRC to approve the course outline. (25% of the total Firm Fixed Amount) 	TBD	TBD
<p>Milestone #2:</p> <ul style="list-style-type: none"> Satisfactory completion of all the sessions on Diversity and Inclusion in the workplace, including information on Implicit Bias and Micro Aggressions, inclusive of all charges and expenses necessary to execute the work, and upon the HCRC’s receipt of, acceptance, and approval of invoice for same. (75% of the total Firm Fixed Amount) 	TBD	TBD

[SIGNATURE BLOCK REMOVED]

SERVICES—SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet 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 coversheet 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 HCRC. The HCRC 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 HCRC does not signify acceptance of the Services or Work Product.
- C. INTELLECTUAL PROPERTY.** Contractor irrevocably assigns to the HCRC 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 HCRC a nonexclusive, 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 HCRC retains all intellectual property rights in any materials it provides to Contractor (the "HCRC Materials"). Contractor will hold the HCRC Materials in trust and confidence. Contractor will use the HCRC Materials solely for performing the Services and creating Work Product created under this Agreement.
- D. INVOICES, PAYMENT AND SETOFF.** After the HCRC 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 "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 HCRC considers reasonably necessary to permit the HCRC 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 HCRC rejects any Services or Work Product after payment to Contractor, the HCRC may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the HCRC, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the HCRC's request. Unless Contractor is a governmental entity, the HCRC will take no action on invoices submitted before Contractor has completed the HCRC's standard payee data record form, which Contractor may obtain from the HCRC. Contractor must include with any request for reimbursement from the HCRC a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the HCRC was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, 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 HCRC, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. 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 HCRC's authorized representative.
- G. 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 HCRC, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE HCRC, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR 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 HCRC.
- I. TERMINATION.** The HCRC may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the HCRC terminates this Agreement for convenience, the HCRC's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet 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 HCRC's directions as to work in progress and the delivery of completed or partially-completed Work Product.
- J. 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.
- K. 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, California's Fair Employment and Housing Act, and Government Code 16645-49; (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; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the HCRC. 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 HCRC. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- L. ANTITRUST.** Contractor shall assign to the HCRC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the HCRC. Such assignment shall be made and become effective at the time the HCRC tenders final payment to Contractor. If the HCRC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the HCRC any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the HCRC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the HCRC shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the HCRC has not been injured thereby, or (b) the HCRC declines to file a court action for the cause of action.
- 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 HCRC. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the HCRC, and any attempted assignment, subcontract, or delegation 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." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this 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. 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 HCRC's prior written approval, which may be denied for any or no reason.