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| **STANDARD AGREEMENT** rev Dec. 2023 |
|  |  | AGREEMENT NUMBER |
|  |  | **[Agreement number]** |

1. In this agreement (“Agreement”), the term “Contractor” refers to **[Contractor name]**, and the terms “JBE” and “Judicial Council” refer to the **Judicial Council of California**.

2. This Agreement is effective as of [***December 19, 2025]*** (***“Effective*** ***Date***”) and expires on [***December 18, 2028]*** (***“Expiration Date”).***

 This Agreement includes one or more options to extend through [**December 18, 2030]**.

3. The maximum amount the JBE may pay Contractor under this Agreement is $**500,000** (the “Contract Amount”). The maximum amount the JBE may pay Contractor is (i) $**300,000** during the Initial Term, and (ii) $**200,000** during the Option Term.

4. The purpose or title of this Agreement is: ***Attorney Translation Consultant – Review of Judicial Council Forms, Web Content, and Other Materials in*** ***Spanish, Chinese, Korean, and Vietnamese*,** pursuant to RFP CFCC-2025-50-LV.

 *The purpose or title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of Agreement.*

5. The parties agree that this Agreement, made up of this coversheet, the appendixes listed below, and any attachments, contains the parties’ entire understanding related to the subject matter of this Agreement, and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties.

 Appendix A – Services and Deliverables

 Appendix B – Payment Provisions

 Appendix C – General Provisions

 Appendix D – Defined Terms

 Appendix E – Unruh Civil Rights Act and FEHA Certification

|  |  |
| --- | --- |
| **JBE’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
|   **Judicial Council of California** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)* **[Contractor name]**  |
|  |  |
|  BY *(Authorized Signature)***Sample Only – Do Not Sign**✍ |  BY *(Authorized Signature)*✍ |
|  |  |
|  PRINTED NAME AND TITLE OF PERSON SIGNING **[Name and title]** |  PRINTED NAME AND TITLE OF PERSON SIGNING**[Name and title]**   |
|  DATE EXECUTED**[Date]** |  DATE EXECUTED**[Date]** |
|  |  |
|  ADDRESS**Branch Accounting & Procurement****455 Golden Gate Avenue, 6th Floor****San Francisco, California 94102-3688** |  ADDRESS**[Address]** |

APPENDIX A

Services and Deliverables

1. Background and Purpose.

1.1 The Judicial Council of California, chaired by the Chief Justice of California, is the policy-making body for the California judicial system. The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and adopting rules for court administration.

The Judicial Council is also responsible for preparation and modification of Judicial Council forms for use by the courts, attorneys, and the public.It provides translated versions of forms and information sheets for educational purposes and ensures that translated versions of forms are modified in tandem with their English counterparts. Since most court users including those with limited English proficiency often rely on these forms throughout their court case, it is important that Judicial Council forms are legally accurate, easy to understand, and easy to use.

1.2 Within the Judicial Council’s Center for Families, Children, and the Courts, the Language Access Implementation (“LAI”) unit works on making the courts more language accessible by providing translated resources, including court forms and web content, from English into other languages; allocating interpreter services funding and grants for signage and technology initiatives; analyzing interpreter usage data; and developing best practice guides, trainings, and resources.

1.3 The Judicial Council has entered into a Master Agreement with Avantpage, Inc., Cal Interpreting and Translations, and Lingualinx for statewide translation services on behalf of superior and appellate courts and other Judicial Branch Entities. The successful proposer will be working closely with the LAI unit in providing translation review and editing of Spanish, Chinese, Korean, and Vietnamese materials, including but not limited to court forms, web content, and other resources, translated by the vendors to ensure that all legal and linguistic components have been accurately and correctly communicated and no meaning has been lost in the translation.

1. Services.
	1. **Description of Services.** Contractor shall perform the following (“Services”):
2. Contractor shall review the accuracy and completeness of materials translated from English, including but not limited to: court forms, documents, correspondence, posters, brochures and other informative materials, web content, and software application text (including but not limited to Drupal). As applicable, Contractor will also make recommendations regarding revisions of the said material.
3. Contractorwill be an independent contractor to the Judicial Council pursuant to Section 11.1 of Appendix C.
4. Legal review will consist of the following:

1. Ensuring that all legal concepts have been accurately communicated and no meaning has been lost or altered in the translation. This may involve consultation with the original author of the document, which may be made through the Judicial Council program staff (“JC Staff”).

1. Ensuring that the translation of legal and court terminology is consistent with the Judicial Council’s Spanish glossary of terms[[1]](#footnote-1) and with existing terms on the Judicial Council’s Self-Help website (available at <https://selfhelp.courts.ca.gov/>).
2. Developing a consistent glossary of translated legal and court terminology in Spanish, Simplified Chinese, Korean, and Vietnamese for the Judicial Council.
3. Communicating with JC Staff regarding any proposed changes to existing terminology in the Judicial Council’s glossaries or existing web content.
4. The linguistic review will consist of the following:
5. Ensuring that form numbers, titles, captions, headers and footers display appropriately in the documents.
6. Ensuring that all translated form titles in the translated document match existing form titles.
7. Ensuring that the register, tone and level of formality of the original English is preserved in the translation.
8. Ensuring that the formatting of the translated document matches the formatting of the English language document.
9. Proofreading for any grammatical, syntax, typographical, spelling, or other errors.
10. Developing, reviewing, and updating translation guides and other resource documents and tools as needed and directed by the JBE.
	1. **Description of Deliverables.** Contractor shall deliver to the Judicial Council the following (the “Deliverables”) pursuant to the terms below:
11. Contractor will submit corrections and revisions in Word or PDF documents to JC Staff within specific turnaround times and deadlines, which will be agreed upon in writing between JC Staff and Contractor. Contractor understands and acknowledges that turnaround times and deadlines may vary based on the complexity, volume, prioritization, and possible other criteria of the work to be provided as determined by JC Staff. Upon receipt and acceptance of the reviewed documents, JC Staff may send the edited documents back to the translation vendor for correction and finalization.
12. If through the translation review process of web pages, errors are found that are part of the Judicial Council’s web content, Contractor may be provided with access to Drupal to enter edits directly into the software at the discretion of JC Staff.
13. Translated documents may be provided to Contractor for translation review on an ongoing basis throughout the year. Contractor acknowledges and understands that its work product will be periodically reviewed by a Judicial Council attorney or other bilingual staff for quality control to ensure that the edits and suggestions made by Contractor are appropriate for the substance of the document and adhere to the Judicial Council glossary and guidance provided for translation (see Translation Project Guide, available at https://languageaccess.courts.ca.gov/language-access-resources/explore-translation-project-guide).
	1. **Qualifications.** Contractor agrees to maintain the following qualifications throughout the Term:
14. A current license to practice law in the state of California.
15. Accreditation for translation into specified language from the American Translators Association **or** a degree or certificate from an accredited university in translation and/or linguistic studies in the applicable language.
	1. **Use of GenAI Prohibited**. Contractor may not use GenAI in performing the Services or providing the Deliverables unless it has obtained the JBE’s prior written consent, which may be withheld in the JBE’s sole discretion. The JBE’s consent to Contractor’s use of GenAI in connection with the Services or Deliverables, if provided, may be rescinded at any time for any reason.
	2. **Acceptance Criteria.**  The Services and Deliverables must meet the acceptance criteria stated in **Sections 2.1 and 2.2** above or the JBE may reject the applicable Services or Deliverables. The JBE may use the attached Acceptance and Signoff Form (Attachment 1) to notify Contractor of the acceptance or rejection of the Services and Deliverables. Contractor will not be paid for any rejected Services or Deliverables.
	3. **Timeline.** Contractor must perform the Services and deliver the Deliverables according to the timeline stated in **Section 2.2** above.
	4. **Project Managers.** The JBE’s project manager is: **[Insert name]**. The JBE may change its project manager at any time upon notice to Contractor without need for an amendment to this Agreement. Contractor’s project manager is: **[Insert name]**. Subject to written approval by the JBE, Contractor may change its project manager without need for an amendment to this Agreement.
	5. **Service Warranties.** Contractor warrants that: (i) the Services will be rendered with promptness and diligence and will be executed in a workmanlike manner, in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and (ii) Contractor will perform the Services in the most cost-effective manner consistent with the required level of quality and performance. Contractor warrants that each Deliverable will conform to and perform in accordance with the requirements of this Agreement and all applicable specifications and documentation. For each such Deliverable, the foregoing warranty shall commence for such Deliverable upon the JBE’s acceptance of such Deliverable, and shall continue for a period of one (1) year following acceptance. In the event any Deliverable does not to conform to the foregoing warranty, Contractor shall promptly correct all nonconformities to the satisfaction of the JBE.
	6. **Resources.** Contractor is responsible for providing any and all facilities, materials and resources (including personnel, equipment and software) necessary and appropriate for performance of the Services and to meet Contractor's obligations under this Agreement.
	7. **Commencement of Performance.** This Agreement is of no force and effect until signed by both parties and all JBE-required approvals are secured. Any commencement of performance prior to Agreement approval shall be at Contractor's own risk.
	8. **Stop Work Orders.**
		1. The JBE may, at any time, by Notice to Contractor, require Contractor to stop all or any part of the Services for a period up to ninety (90) days after the Notice is delivered to Contractor, and for any further period to which the parties may agree (“Stop Work Order”). 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, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Services covered by the Stop Work Order during the period of stoppage. Within ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, the JBE shall either (i) cancel the Stop Work Order; or (ii) terminate the Services covered by the Stop Work Order as provided for in this Agreement.
		2. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume the performance of Services. The JBE shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
16. The Stop Work Order results in an increase in the time required for, or in Contractor’s cost properly allocable to the performance of any part of this Agreement; and
17. Contractor requests an equitable adjustment within thirty (30) days after the end of the period of stoppage; however, if the JBE decides the facts justify the action, the JBE may receive and act upon a proposal submitted at any time before final payment under this Agreement.
	* 1. The JBE shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.
18. Acceptance or Rejection. All Services and Deliverables are subject to acceptance by the JBE. The JBE may reject any Services or Deliverables that (i) fail to meet applicable acceptance criteria, (ii) are not as warranted, or (iii) are performed or delivered late (without prior consent by the JBE). If the JBE rejects any Service or Deliverable (other than for late performance or delivery), Contractor shall modify such rejected Service or Deliverable at no expense to the JBE to correct the relevant deficiencies and shall redeliver such Service or Deliverable to the JBE within ten (10) business days after the JBE’s rejection, or such other date as specified in writing by the JBE. Thereafter, the parties shall repeat the process set forth in this section until the JBE accepts such corrected Service or Deliverable. The JBE may terminate that portion of this Agreement which relates to a rejected Service or Deliverable at no expense to the JBE if the JBE rejects that Service or Deliverable (i) for late performance or delivery, or (ii) on at least two (2) occasions for other deficiencies.

**ATTACHMENT 1**

Acceptance AND Signoff Form

Description of Services or Deliverables provided by Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## Date submitted to the JBE:\_\_\_\_\_\_\_\_\_\_\_\_\_

The Services or Deliverables are:

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 Services or Deliverables.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] The Services or Deliverables listed above are accepted.

[ ] The Services or Deliverables listed above are rejected.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Date:\_\_\_\_\_\_\_\_\_\_\_\_

END OF ATTACHMENT

APPENDIX B

Payment Provisions

1. **General.** Subject to the terms of this Agreement, Contractor shall invoice the JBE, and the JBE shall compensate Contractor, as set forth in this Appendix B. The amounts specified in this Appendix shall be the total and complete compensation to be paid to Contractor for its performance under this Agreement. Contractor shall bear, and the JBE shall have no obligation to pay or reimburse Contractor for, any and all other fees, costs, profits, taxes or expenses of any nature which Contractor incurs.
2. **Compensation for Services.**
	1. **Amount.** Contractor will invoice the Judicial Council the **hourly rate** and **actual total number of hours** of Services rendered according to the following amounts that the JBE has accepted:
3. **For Review of Judicial Council Court forms**:

 **Table 1**

|  |  |  |  |
| --- | --- | --- | --- |
| **Number of Pages per form** | **Max Time****For Review** | **Hourly Rate** | **Total Cost**  |
| 1 page form | 1 hour |  |  |
| 2-5 page form | 2 hours |  |  |
| 6-9 pages | 3 hours |  |  |
| Each additional page  | X hours |  |  |

1. **For Review of Web content, correspondence, posters, brochures, and other informative materials:**

**Table 2**

|  |  |  |  |
| --- | --- | --- | --- |
| **Number of Words** | **Time Max** | **Hourly Rate** | **Total Cost** |
| Up to 500 words | 1 hour |  |  |
| 500-1,000 words | 2 hours |  |  |
| 1,001-3,000 words: | 3 hours |  |  |
| 3,001-5,000 words | 4 hours |  |  |
| 5,001-10,000 words | 5 hours |  |  |
| 10,001-15,000 words | 6 hours |  |  |
| Each additional 500 words | X hours |  |  |

C. The hourly rates in **Table 1** and **Table 2** shall be fully burdened and inclusive of all costs including, but not limited to personnel, materials, computer support, travel, lodging, per diem and overhead rates payable to Contractor for the Services and Deliverables. **If Services provided is less than a whole hour, the hourly rate will be prorated in accordance with the total number of minutes, rounded to the nearest 15-minute increment.**

D. The maximum amount payable to Contractor during the Term is [$100,000] per year (the “Annual Cap”). Each year during the Term shall begin on [December 19] and end on [December 18] of the following year for purposes of this Section 2.1.D (a “Year”). [The unused portion of the Annual Cap in a particular Year may not be added to the Annual Cap for the subsequent Year.]

* 1. **Withholding.** When making a payment tied to the acceptance of Deliverables, the JBE shall have the right to withhold fifteen percent (15%) of each such payment until the JBE accepts the final Deliverable.
	2. **No Advance Payment.** The JBE will not make any advance payment for Services.
1. **Expenses.** No expenses relating to the Services and Deliverables shall be reimbursed by the JBE.
2. **Invoicing and Payment**
	1. **Invoicing.** Contractor shall submit invoices to the JBE in arrears no more frequently than monthly. Contractor’s invoices must include information and supporting documentation acceptable to the JBE. Contractor shall adhere to reasonable billing guidelines issued by the JBE from time to time.
	2. **Payment.** The JBE will pay each correct, itemized invoice received from Contractor after acceptance of the applicable Services or Deliverables, in accordance with the terms of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, payments to Contractor are contingent upon the timely and satisfactory performance of Contractor’s obligations under this Agreement.

* 1. **No Implied Acceptance.** Payment does not imply acceptance of Contractor’s invoice, Services, or Deliverables. Contractor shall immediately refund any payment made in error. The JBE shall have the right at any time to set off any amount owing from Contractor to the JBE against any amount payable by the JBE to Contractor under this Agreement.
1. **Taxes.** Unless otherwise required by law, the JBE is exempt from federal excise taxes and no payment will be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The JBE shall only pay for any state or local sales, service, use, or similar taxes imposed on the Services rendered or equipment, parts or software supplied to the JBE pursuant to this Agreement.

APPENDIX C

General Provisions

1. **Provisions Applicable to Services**
	1. **Qualifications.** Contractor shall assign to this project only persons who have sufficient training, education, and experience to successfully perform Contractor’s duties. If the JBE is dissatisfied with any of Contractor’s personnel, for any or no reason, Contractor shall replace them with qualified personnel.
	2. **Turnover.** Contractor shall endeavor to minimize turnover of personnel Contractor has assigned to perform Services.
	3. **Background Checks.**  Contractor shall cooperate with the JBE if the JBE wishes to perform any background checks on Contractor’s personnel by obtaining, at no additional cost, all releases, waivers, and permissions the JBE may require. Contractor shall not assign personnel who refuse to undergo a background check. Contractor shall provide prompt notice to the JBE of (i) any person who refuses to undergo a background check, and (ii) the results of any background check requested by the JBE and performed by Contractor. Contractor shall ensure that the following persons are not assigned to perform services for the JBE: (a) any person refusing to undergo such background checks, and (b) any person whose background check results are unacceptable to Contractor or that, after disclosure to the JBE, the JBE advises are unacceptable to the JBE.
2. **Contractor Certification Clauses.** Contractor certifies that the following representations and warranties are true. Contractor shall cause its representations and warranties to remain true during the Term. Contractor shall promptly notify the JBE if any representation and warranty becomes untrue. Contractor represents and warrants as follows:
	1. **Authority.** Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement.
	2. **Not an Expatriate Corporation.** Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the JBE.
	3. **No Gratuities.** Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise), to any Judicial Branch Personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.
	4. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under PCC 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
	5. **No Interference with Other Contracts.** To the best of Contractor’s knowledge, this Agreement does not create a material conflict of interest or default under any of Contractor’s other contracts.
	6. **No Litigation.**No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or threatened that may adversely affect Contractor’s ability to perform the Services.
	7. **Compliance with Laws Generally.** Contractor complies in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services.
	8. **Drug Free Workplace.** Contractor provides a drug free workplace as required by California Government Code sections 8355 through 8357.
	9. **No Harassment.** 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, and Contractor takes all reasonable steps to prevent harassment from occurring.
	10. **Noninfringement.** The Services, Deliverables, and Contractor’s performance under this Agreement do not infringe, or constitute an infringement, misappropriation or violation of, any third party’s intellectual property right.
	11. **Nondiscrimination.** Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (Government Code sections 12990 et seq.) and associated regulations (Code of Regulations, title 2, sections 7285 et seq.).Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of nondiscrimination.
	12. **National Labor Relations Board Orders.** 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. Contractor swears under penalty of perjury that this representation is true.
3. **Insurance.**
	1. **General Requirements.**
		* 1. By requiring the minimum insurance set forth in this Agreement, the JBE shall not be deemed or construed to have assessed the risks that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
			2. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to the JBE in compliance with the insurance requirements set forth in this Agreement. The JBE may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by the JBE that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.
			3. Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurance company or companies acceptable to the JBE, in its sole discretion, and that are rated “A-VII” or higher by A. M. Best’s key rating guide and are authorized to do business in the state of California.
			4. For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by the JBE. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.

Self-Insured retentions (SIR) must be declared to and approved in writing by the JBE. The JBE may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or JBE. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Judicial Branch Entities or Judicial Branch Personnel. JBE may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. JBE reserves the right to obtain a copy of any policies and endorsements for verification.

* + - 1. Contractor is responsible for and may not recover from the State of California, Judicial Council, or the JBE any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants that it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
			2. Contractor, prior to commencing performance under this Agreement, shall provide JBE with certificates of insurance and signed insurance policy endorsements, on forms acceptable to JBE, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this “General Requirements” subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include the State of California; and the JBE and their respective elected and appointed officials, judicial officers, officers, employees, and agents as additional insureds. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with the JBE.

* + - 1. The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California, Judicial Council, or the JBE. Contractor’s liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
			2. Failure to provide the documentation as required prior to the commencement of Contractor’s performance under this Agreement shall not constitute or be construed as a waiver of the obligation to provide such documentation.
			3. The Certificates of Insurance must be addressed and mailed to:

Judicial Council of California

Contracts, Branch Accounting and Procurement

Attn: Certificate of Insurance, Contract Number [***TBD***]

455 Golden Gate Avenue, 6th Floor

San Francisco, CA 94102

* + - 1. All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If the insurance expires during the Term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and the JBE may direct Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance certificates and signed policy endorsements to JBE on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.
			2. In the event Contractor fails to keep the specified insurance coverage in force at all times required under this Agreement, JBE may, in addition to and without limiting any other remedies available to it, (i) order Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
			3. Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, Judicial Council, the JBE, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage arising from Contractor’s performance of this Agreement, and for any liability arising out of or in connection with Contractor’s performance of this Agreement or arising out of or in connection with Contractor’s breach of this Agreement. This provision does not apply to professional liability insurance policies.
			4. Contractor shall provide the JBE with written notice within **TEN** **(10)** calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall **immediately** notify the JBE’s Project Manager.
			5. JBE reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within **ten (10)** business days following the request by JBE.
			6. Contractor must require insurance from its Subcontractors in substantially the same form as required of Contractor herein and with limits of liability that are sufficient to protect the interests of Contractor, State of California, the Judicial Council, and the JBE.
	1. **Individual Policy Requirements**
		+ 1. Commercial General Liability Insurance

Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage and two million dollars ($2,000,000) annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Contractor’s performance of this Agreement or the termination of this Agreement, whichever occurs first.

* + - 1. Workers’ Compensation & Employers’ Liability Insurance

If Contractor has employees, it shall maintain workers’ compensation insurance as required by law. Employer’s liability limits shall be not less than one million dollars ($1,000,000) for each accident, one million dollars ($1,000,000) as the aggregate disease policy limit, and one million dollars ($1,000,000) as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to the JBE certifying, under penalty of perjury, that it does not have employees. Upon the JBE’s receipt of the letter, Contractor shall not be required to maintain workers’ compensation insurance.

* + - 1. Professional Liability Insurance

Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render performance required under the terms of this Agreement. The policy shall provide limits of not less than one million dollars ($1,000,000) per claim or per occurrence and two million dollars ($2,000,000) annual aggregate. If the policy is written on a “claims made” form, Contractor shall continue such 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 Contractor’s completion of the performance of this Agreement. The retroactive date or “prior acts inclusion date” of any such “claims made” policy must be no later than the date Contractor commences performance of this Agreement.

**3.3 Umbrella Policies** Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

1. **Indemnity.** Contractor will defend (with counsel satisfactory to the JBE or its designee), indemnify and hold harmless the Judicial Branch Entities and the Judicial Branch Personnel against all claims, losses, and expenses, including attorneys’ fees and costs, that arise out of or in connection with (i) a latent or patent defect in any goods, (ii) an act or omission of Contractor, its agents, employees, independent contractors, or subcontractors in the performance of this Agreement, (iii) a breach of a representation, warranty, or other provision of this Agreement, and (iv) infringement of any trade secret, patent, copyright or other third party intellectual property. 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, and acceptance of any Services, or Deliverables. Contractor shall not make any admission of liability or other statement on behalf of an indemnified party or enter into any settlement or other agreement which would bind an indemnified party, without the JBE’s prior written consent, which consent shall not be unreasonably withheld; and the JBE shall have the right, at its option and expense, to participate in the defense and/or settlement of a claim through counsel of its own choosing. Contractor’s duties of indemnification exclude indemnifying a party for that portion of losses and expenses that are finally determined by a reviewing court to have arisen out of the sole negligence or willful misconduct of the indemnified party.
2. **Option Terms.** The JBE may, at its sole option, extend this Agreement for up to two (2) consecutive one-year terms, at the end of which Option Terms this Agreement shall expire. In order to exercise an Option Term, the JBE must send Notice to Contractor at least thirty (30) days prior to the end of the Initial Term (or the then-current Option Term). The exercise of an Option Term will be effective without Contractor’s signature.
3. **Tax Delinquency.** Contractor must provide notice to the JBE immediately if Contractor has reason to believe it may be placed on either (i) the California Franchise Tax Board’s list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization’s list of 500 largest delinquent sales and use tax accounts. The JBE may terminate this Agreement immediately “for cause” pursuant to Section 7.2 below if (i) Contractor fails to provide the notice required above, or (ii) Contractor is included on either list mentioned above.
4. **Termination**
	1. **Termination for Convenience.** The JBE may terminate, in whole or in part, this Agreement for convenience upon thirty (30) days prior Notice. After receipt of such Notice, and except as otherwise directed by the JBE, Contractor shall immediately stop Services as specified in the Notice.
	2. **Termination for Cause.** The JBE may terminate this Agreement, in whole or in part, immediately “for cause” if (i) Contractor fails or is unable to meet or perform any of its duties under this Agreement, and this failure is not cured within ten (10) days following Notice of default (or in the opinion of the JBE, is not capable of being cured within this cure period); (ii) Contractor or Contractor’s creditors file a petition as to Contractor’s bankruptcy or insolvency, or Contractor is declared bankrupt, becomes insolvent, makes an assignment for the benefit of creditors, goes into liquidation or receivership, or otherwise loses legal control of its business; or (iii) Contractor makes or has made under this Agreement any representation, warranty, or certification that is or was incorrect, inaccurate, or misleading.
	3. **Termination upon Death.** This entire Agreement will terminate immediately without further action of the parties upon the death of a natural person who is a party to this Agreement, or a general partner of a partnership that is a party to this Agreement.
	4. **Termination for Changes in Budget or Law.** The JBE’s payment obligations under this Agreement are subject to annual appropriation and the availability of funds. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current appropriation year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement. The JBE may terminate this Agreement or limit Contractor’s Services (and reduce proportionately Contractor’s fees) upon Notice to Contractor without prejudice to any right or remedy of the JBE if: (i) expected or actual funding to compensate Contractor is withdrawn, reduced or limited; or (ii) the JBE determines that Contractor’s performance under this Agreement has become infeasible due to changes in applicable laws.
	5. **Rights and Remedies of the JBE.**
		1. *Nonexclusive Remedies.* All remedies provided in this Agreement may be exercised individually or in combination with any other available remedy. Contractor shall notify the JBE immediately if Contractor is in default, or if a third party claim or dispute is brought or threatened that alleges facts that would constitute a default under this Agreement. If Contractor is in default, the JBE may do any of the following: (i) withhold all or any portion of a payment otherwise due to Contractor, and exercise any other rights of setoff as may be provided in this Agreement or any other agreement between a Judicial Branch Entity and Contractor; (ii) require Contractor to enter into nonbinding mediation; (iii) exercise, following Notice, the JBE’s right of early termination of this Agreement as provided herein; and (iv) seek any other remedy available at law or in equity.
		2. *Replacement.*  If the JBE terminates this Agreement in whole or in part for cause, the JBE may acquire from third parties, under the terms and in the manner the JBE considers appropriate, services equivalent to those terminated, and Contractor shall be liable to the JBE for any excess costs for those services. Notwithstanding any other provision of this Agreement, in no event shall the excess cost to the JBE for such services be excluded under this Agreement as indirect, incidental, special, exemplary, punitive or consequential damages of the JBE. Contractor shall continue any Services not terminated hereunder.
		3. *Delivery of Materials.* In the event of any expiration or termination of this Agreement, Contractor shall promptly provide the JBE with all originals and copies of the Deliverables, including any partially-completed Deliverables-related work product or materials, and any JBE-provided materials in its possession, custody, or control. In the event of any termination of this Agreement, the JBE shall not be liable to Contractor for compensation or damages incurred as a result of such termination; provided that if the JBE’s termination is not for cause, the JBE shall pay any fees due under this Agreement for Services performed or Deliverables completed and accepted as of the date of the JBE’s termination Notice.
	6. **Survival.** Termination or expiration of this Agreement shall not affect the rights and obligations of the parties which arose prior to any such termination or expiration (unless otherwise provided herein) and such rights and obligations shall survive any such termination or expiration. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement, including any section of this Agreement that states it shall survive such termination or expiration.
5. **Assignment and Subcontracting.** Contractor may not assign or subcontract its rights or duties under this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the JBE. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement will be binding on the parties and their permitted successors and assigns.
6. **Notices.** Notices must be sent to the following address and recipient:

|  |  |
| --- | --- |
| **If to Contractor:** | **If to the JBE:** |
| [name, title, address] | [name, title, address] |
| With a copy to: | With a copy to: |
|  |  |

Either party may change its address for Notices by giving the other party Notice of the new address in accordance with this section. Notices will be considered to have been given at the time of actual delivery in person, three (3) days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

1. Provisions Applicable to Certain Agreements.
	1. **Union Activities Restrictions.** Contractor agrees that no JBE funds received under this Agreement will be used to assist, promote or deter union organizing during the Term. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no JBE funds were used for those expenditures. Contractor will provide those records to the Attorney General upon request.
	2. **Domestic Partners, Spouses, Gender, and Gender Identity Discrimination.** Contractor is in compliance with, and throughout the Term will remain in compliance with: (i) PCC 10295.3 which places limitations on contracts with contractors who discriminate in the provision of benefits on the basis of marital or domestic partner status; and (ii) PCC 10295.35, which places limitations on contracts with contractors that discriminate in the provision of benefits on the basis of an employee’s or dependent’s actual or perceived gender identity.
	3. **Child Support Compliance Act.**Contractor recognizes the importance of child and family support obligations and fully complies with (and will continue to comply with during the Term) all applicable state and federal laws relating to child and family support enforcement, including disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq. Contractor provides the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
	4. **Priority Hiring.** Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.
	5. **DVBE Commitment.** Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the JBE approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must complete and return to the JBE a post-contract certification form promptly upon completion of the awarded contract, and by no later than the date of submission of Contractor’s final invoice to the JBE. (The post-contract certification form is located at: <https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>) If Contractor fails to do so, the JBE will withhold $10,000 from the final payment, or withhold the full payment if it is less than $10,000, until Contractor submits a complete and accurate post-contract certification form. The JBE shall allow Contractor to cure the deficiency after written notice of Contractor’s failure to complete and submit an accurate post-contract certification form. Notwithstanding the foregoing and any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice Contractor refuses to comply with these certification requirements, the JBE shall permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. The post-contract certification form shall include: (1) the total amount of money Contractor received under the Agreement, (2) the total amount of money and the percentage of work that Contractor committed to provide to each DVBE subcontractor; (3) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (4) the amount of money each DVBE subcontractor actually received from Contractor in connection with the Agreement, and the corresponding percentage this payment comprises of the total amount of money Contractor received under the Agreement; and (5) that all payments under the Agreement have been made to the applicable DVBE subcontractors. Upon request by the JBE, Contractor shall provide proof of payment for the work. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Contractor will comply with all rules, regulations, ordinances and statutes that govern the DVBE program, including, without limitation, Military and Veterans Code section 999.5.
	6. **Antitrust Claims.** Contractor shall assign to the JBE 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 JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE 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 JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one (1) 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 JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
	7. **Good Standing.** Contractor is, and will remain for the Term, qualified to do business and in good standing in California.
2. **Miscellaneous Provisions.**
	1. **Independent Contractor.** Contractor is an independent contractor to the JBE. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor and the JBE or any other Judicial Branch Entity. Contractor has no authority to bind or incur any obligation on behalf of the JBE or any other Judicial Branch Entity. If any governmental entity concludes that Contractor is not an independent contractor, the JBE may terminate this Agreement immediately upon Notice.
	2. **GAAP Compliance.** Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
	3. **Audit.** Contractor must allow the JBE or its designees to review and audit Contractor’s (and any subcontractors’) documents and records relating to this Agreement, and Contractor (and its subcontractors) shall retain such documents and records for a period of four (4) years following final payment under this Agreement. If an audit determines that Contractor (or any subcontractor) is not in compliance with this Agreement, Contractor shall correct errors and deficiencies by the twentieth (20th) day of the month following the review or audit. If an audit determines that Contractor has overcharged the JBE five percent (5%) or more during the time period subject to audit, Contractor must reimburse the JBE in an amount equal to the cost of such audit. This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.
	4. **Licenses and Permits.** Contractor shall obtain and keep current all necessary licenses, approvals, permits and authorizations required by applicable law for the performance of the Services or the delivery of the Deliverables. Contractor will be responsible for all fees and taxes associated with obtaining such licenses, approvals, permits and authorizations, and for any fines and penalties arising from its noncompliance with any applicable law.
	5. **Confidential Information.** During the Term and at all times thereafter, Contractor will: (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by this Agreement, and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining the JBE’s express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform Services hereunder and who have executed a confidentiality agreement with Contractor at least as protective as the provisions of this section. The provisions of this section shall survive the expiration or termination of this Agreement. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. The JBE owns all right, title and interest in the Confidential Information. Contractor will notify the JBE promptly upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with the JBE to protect such Confidential Information. Upon the JBE’s request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the JBE or, if so directed by the JBE, destroy all Confidential Information (in every form and medium), and (b) certify to the JBE in writing that Contractor has fully complied with the foregoing obligations. Contractor acknowledges that there can be no adequate remedy at law for any breach of Contractor’s obligations under this section, that any such breach will likely result in irreparable harm, and that upon any breach or threatened breach of the confidentiality obligations, the JBE shall be entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to its other remedies at law.
	6. **Ownership of Deliverables.** Unless otherwise agreed in this Agreement, Contractor hereby assigns to the JBE ownership of all Deliverables, any partially-completed Deliverables, and related work product or materials. Contractor agrees not to assert any rights at common law, or in equity, or establish a copyright claim in any of these materials. Contractor shall not publish or reproduce any Deliverable in whole or part, in any manner or form, or authorize others to do so, without the written consent of the JBE.
	7. **Publicity.** Contractor shall not make any public announcement or press release about this Agreement without the prior written approval of the JBE.
	8. **Choice of Law and Jurisdiction.** California law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in California, and the parties hereby consent to the jurisdiction of such courts.
	9. **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is the party that prepared this Agreement for purposes of construing this Agreement under California Civil Code section 1654.
	10. **Amendment and Waiver.** Except as otherwise specified in this Agreement, no amendment or change to this Agreement will be effective unless expressly agreed in writing by a duly authorized officer of the JBE. A waiver of enforcement of any of this Agreement’s terms or conditions by the JBE is effective only if expressly agreed in writing by a duly authorized officer of the JBE. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
	11. **Force Majeure.** Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by a force majeure. Force majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of god, such as earthquakes, floods, and other natural disasters, such that performance is impossible.
	12. **Follow-On Contracting.** No person, firm, or subsidiary who has been awarded a Consulting Services agreement may submit a bid for, nor be awarded an agreement for, the providing of services, procuring goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of this Agreement.
	13. **Severability.** If any part of this Agreement is held unenforceable, all other parts remain enforceable.
	14. **Headings; Interpretation.** All headings are for reference purposes only and do not affect the interpretation of this Agreement. The word “including” means “including, without limitation.” Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days.
	15. **Time of the Essence.** Time is of the essence in Contractor’s performance under this Agreement.
	16. **Counterparts.** This Agreement may be executed in counterparts, each of which is considered an original.

APPENDIX D

Defined Terms

As used in this Agreement, the following terms have the indicated meanings:

**“Agreement”** is defined on the Coversheet.

**“Artificial Intelligence”** means technology that enables computers and machines to reason, learn, and act in a way that would typically require human intelligence.

**“Contractor”** is defined on the Coversheet.

**“Confidential Information”** means: (i) any information related to the business or operations of the JBE, including information relating to the JBE’s personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of the JBE (and proprietary information of third parties provided to Contractor) which is designated confidential or proprietary, or that Contractor otherwise knows, or would reasonably be expected to know, is confidential. Confidential Information does not include information that Contractor demonstrates to the JBE’s satisfaction that: (a) Contractor lawfully knew prior to the JBE’s first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality duties or obligations, or (c) is, or through no fault of Contractor has become, generally available to the public.

**“Consulting Services”** refers to the services performed under “Consulting Services Agreements,” which are defined in PCC 10335.5, substantially, as contracts that: (i) are of an advisory nature; (ii) provide a recommended course of action or personal expertise; (iii) have an end product that is basically a transmittal of information, either written or oral, that is related to the governmental functions of state agency administration and management and program management or innovation; and (iv) are obtained by awarding a contract, a grant, or any other payment of funds for services of the above type.

**“Contract Amount”** is defined on the Coversheet.

**“Coversheet”** refers to the first page of this Agreement.

**“Deliverables”** is defined in Appendix A.

**“Effective Date”** is defined on the Coversheet.

**“Expiration Date”** is the later of (i) the day so designated on the Coversheet, and (ii) the last day of any Option Term.

**“Generative AI”** or **“GenAI”** means an Artificial Intelligence system that can generate derived synthetic content, including text, images, video, audio, code, and data visualizations, that emulates the structure and characteristics of the systems training data.

**“Initial Term”** is the period commencing on the Effective Date and ending on the Expiration Date designated on the Coversheet.

**“JBE” is defined on the Coversheet.**

**“Judicial Branch Entity”** or **“Judicial Branch Entities**” means any California superior or appellate court, the Judicial Council of California, and the Habeas Corpus Resource Center.

**“Judicial Branch Personnel”** means members, justices, judges, judicial officers, subordinate judicial officers, employees, and agents of a Judicial Branch Entity.

**“Notice”** means a written communication from one party to another that is (a) delivered in person, (b) sent by registered or certified mail, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address and recipient set forth in Appendix C.

**“Option Term”** means a period, if any, through which this Agreement may be or has been extended by the JBE.

**“PCC”** refers to the California Public Contract Code.

**“Services”** is defined in Appendix A.

**“Stop Work Order”** is defined in Appendix B.

**“Term”** comprises the Initial Term and any Option Terms.

APPENDIX E

**UNRUH CIVIL RIGHTS ACT AND**

**CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the JBE for a solicitation of goods or services of $100,000 or more, or (ii) entering into or renewing a contract with the JBE for the purchase of goods or services of $100,000 or more.

**CERTIFICATIONS:**

1. Contractor is in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);

2. Contractor is in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);

3. Contractor does not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**

4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind Contractor to the certifications made in this document.

|  |  |
| --- | --- |
| *Contractor Name (Printed)* | *Federal ID Number* |
| *By (Authorized Signature)* |
| *Printed Name and Title of Person Signing* |
| *Date Executed* | *Executed in the County of \_\_\_\_\_\_\_\_\_ in the State of \_\_\_\_\_\_\_\_\_\_\_\_* |

1. Available at <https://docs.google.com/spreadsheets/d/1y8zy0sdw_Sh3qJ3rwI10oiNDQc2yLcEEGlpa5IdD2cM/edit?usp=sharing>. [↑](#footnote-ref-1)