**PARTICIPATION AGREEMENT**

**TO**

**MASTER AGREEMENT NO. MA-2022-02 FOR TELEPHONE APPEARANCES**

**BETWEEN**

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**COURTSCRIBES, INC.**

 This Participation Agreement (“Agreement”) between the Superior Court of California, County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, an entity organized under Article VI of the California Constitution ("Court"), and CourtScribes, Inc. ("Contractor") (individually, a “Party”; collectively, the “Parties”) is entered into as of \_\_\_\_\_\_\_\_.

**BACKGROUND**

1. Contractor and the Judicial Council of California, on behalf of the superior courts of the State of California, are parties to that Master Agreement No. MA-2022-02 (“Master Agreement”) for telephone appearance services for the superior courts dated \_\_\_\_\_\_\_\_\_\_\_.
2. The Master Agreement sets forth the terms and conditions upon which Contractor will provide telephone appearance services to the superior courts should any such court desire to engage Contractor for such services;
3. Court wants to engage Contractor to provide telephone appearance services under the terms and conditions of the Master Agreement.

The Parties agree to the following:

**AGREEMENT**

1. Court engages Contractor to perform telephone appearance services under the terms and conditions set forth in the Master Agreement. Terms defined in the Master Agreement will have the same meaning when used here. This Agreement is governed by, and incorporates the terms of, the Master Agreement.
2. Within 14 calendar days of executing this Participation Agreement, Contractor will meet with Court to design a mutually acceptable plan for how and when Contractor will provide the services described in the Master Agreement. Such plan will include, but is not limited to, the following:
3. which courtrooms and judge’s chambers will be equipped to enable telephone appearances;
4. schedule and list of all equipment to be provided and installed;
5. the content of all forms to be used by Contractor in the administration and coordination of telephone appearances;
6. schedule of training for judicial officers and staff;
7. the content of all information and/or marketing materials to be made available to the public;
8. procedures for making Court’s calendar available to Contractor; and
9. procedures for delivering to each courtroom Contractor’s calendar information regarding the parties that intend to appear by telephone.
10. This Agreement does not guarantee that Contractor will receive any specific volume of business.
11. The respective Project Managers and their contact information are as follows:

Court Project Manager Contractor Project Manager

Name: Name:

Title: Title:

Address: Address:

Phone: Phone:

E-mail: E-mail:

The Project Managers will be authorized to make day-to-day decisions related to the implementation of this Agreement that do not substantially limit rights or expand the responsibilities of the Parties.

1. This Agreement will expire on \_\_\_\_\_\_\_\_\_\_\_\_. The term of this Agreement shall not extend beyond the term of the Master Agreement. This Agreement may be terminated by either the Court or the JCC under Section 8 (Termination) of Exhibit 1 (Terms and Conditions) of the Master Agreement or upon termination of the Master Agreement.
2. Except as provided in section 22 (Changes in Law) of Exhibit 1 (Terms and Conditions) of the Master Agreement, no alteration or amendment to the terms of this Agreement will be valid unless it is made in writing and is signed by the Parties, and no oral understanding or agreement shall be binding on the Parties.
3. Contractor may not assign, transfer, delegate, or sublet any interest, right, or obligation herein without the prior written consent of the Court and the Judicial Council.
4. Each Party will cooperate with the other, and to execute and deliver, or cause to be executed and delivered, all such other instruments and documents, and to take all such other actions as may be reasonably requested of it from time to time to effectuate the provisions and purposes of the Master Agreement and this Agreement.

**COURT COURTSCRIBES, INC.**

Superior Court of California,

County of \_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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