

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS  
**STANDARD AGREEMENT COVERSHEET**

AGREEMENT NUMBER <b>[Agreement Number]</b>
FEDERAL EMPLOYER ID NUMBER <b>[Fed. Employer ID Number]</b>

1. In this Agreement, the term "Contractor" refers to **[Contractor name]**, and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.

2. This Agreement becomes effective as of **[Date]** (the "Effective Date") and expires on **[Date]**.



3. The title of this Agreement is: **[Title]**

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

4. The maximum amount that the AOC may pay Contractor under this Agreement is **[\$Dollar amount]**.

5. The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties' entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit C, B, and A.

- Exhibit A – Scope of Work- TBD
- Exhibit B – Payment Provisions
- Exhibit C – General Provisions


AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>[Contractor name]</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
ADDRESS 455 Golden Gate Avenue San Francisco, CA 94102	ADDRESS <b>[Address]</b>

**Administrative Office of the Courts Use Only**

Agreement Number	[Agreement Number]
Contractor Name	[Contractor Name]

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER 	DATE [Date]
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**EXHIBIT B  
PAYMENT PROVISIONS**

1. Contract Amount

- A. The total amount the State may pay to the Contractor for performing the Work under this Agreement, and any allowable expenses, shall be the actual costs not to exceed the Contract Amount of \$ [REDACTED], as set forth in this Exhibit.
- B. The hourly rate or alternate fee structure agreed will be inclusive of all costs, benefits, expenses, fees, overhead, and profits payable to the Contractor for services rendered to the State.
- C. The Contractor has estimated the costs and expenses necessary to complete the Work. The State's acceptance of the Contractor's proposal and price does not (1) imply that the State approves of or adopts the Contractor's plan, means, methods, techniques, or procedures required to perform the Work, nor (2) relieve the Contractor from the sole responsibility for the accuracy of its estimate and timely completion of the Work within the total amount for compensation set forth herein.

2. Compensation for Contract Work

-TBD-

3. Compensation for Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative, operating, travel, meals, and lodging expenses incurred during the performance of this Agreement.

4. Taxes

The State 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 State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

5. Method of Payment

- A. The Contractor shall submit an invoice for Work upon completion, no more often than once a month. After receipt of invoice, the State 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 State will make payment in arrears after receipt of the Contractor's properly completed invoice. Invoices shall clearly indicate the following:
  - i. The Contract number;
  - ii. A unique invoice number;
  - iii. The Contractor's name and address;
  - iv. Taxpayer identification number (the Contractor's federal employer identification number);
  - v. Description of the completed Work, including services rendered, dates and hours worked, Task(s) performed, and/or Deliverable(s) made, as appropriate;
  - vi. The appropriate receipts for reimbursement of allowable expenses, if this Agreement provides for reimbursement.
  - vii. The contractual charges, including the appropriate cost, price, rate, or expenses, if allowable under this Contract; and,
  - viii. Preferred remittance address, if different from the mailing address.

- C. The Contractor shall submit one (1) original to the following:

Judicial Council of California  
Administrative Office of the Courts  
c/o Finance Division, Accounts Payable  
455 Golden Gate Avenue, 7th Floor  
San Francisco, CA 94102-3688

The Contractor shall also submit two (2) copies of invoices to:

\_\_\_\_\_, Project Manager  
Judicial Council of California  
Administrative Office of the Courts  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

**EXHIBIT C**  
**STANDARD PROVISIONS**

1. Representations and Warranties.

A. Contractor's Representations and Warranties. Contractor represents and warrants that the following statements are true:

- i. **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.
- ii. **No Conflict of Interest.** Contractor has no interest that would constitute a conflict of interest under California Government Code section 1090 *et seq.* or section 87100 *et seq.*, or under California Rules of Court 10.103 or 10.104, which restrict employees and former employees from contracting with Judicial Branch Entities.
- iii. **Authority.** Contractor has the authority to enter into this Agreement, to perform the obligations set out in this Agreement, and its representative who signs this Agreement has the authority to do so. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- iv. **No Interference with other Agreements.** This Agreement does not constitute a conflict of interest or default under any other of Contractor's other agreements.
- v. **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 its obligations under this Agreement.
- vi. **Drug Free Workplace.** Contractor provides a drug-free workplace as required by California Government Code sections 8355-8357.
- vii. **Work Eligibility.** Contractor's personnel assigned to this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- viii. **GAAP.** The Contractor maintains an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles.
- ix. **Compliance.**
  - a. **Obligations.** Contractor pays all undisputed debts when they come due.
  - b. **Laws-General.** Contractor is in compliance with all laws, rules and regulations applicable to its business, including all federal, state and local laws and regulations with respect to employment matters.

c. **Laws-Specific:**

**Non-discrimination.** 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 or AIDS), marital or domestic partner status, medical condition (including cancer or genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender identity), and sexual orientation.

**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. Contractor takes all reasonable steps to prevent unlawful harassment from occurring.

**Employment and Labor Laws.** Contractor also complies with applicable provisions of the federal Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*), California's Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and California Code of Regulations, title 2, section 7285 *et seq.*

- B. Contractor's Covenant -Representations and Warranties to Remain True. During the Term, Contractor will not take an action, or omit to perform any act, that may result in a representation and warranty becoming untrue. Contractor must immediately notify the AOC if any representation and warranty becomes untrue.

2. Indemnification

The Contractor will indemnify, defend (with counsel satisfactory to the State), and save harmless Judicial Branch Entities and Judicial Branch Personnel from all claims, losses, and expenses, including attorney fees and costs, resulting from (A) a matter or event related to the Services, (B) a matter or event related to Contractor's or its subcontractors' acts or omissions related to the performance of this Agreement, or (C) Contractor's breach under this Agreement, except to the extent a claim or loss is due to the active negligence or willful misconduct of an indemnified party.

3. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California. Contractor is an independent contractor to the AOC. No employer-employee, partnership, joint venture, or agency relationship exists between Contractor or its personnel and the AOC. Nothing Contractor does, or fails to do, in the performance of this Agreement will make Contractor or its personnel an employee of the AOC. The AOC will not provide to Contractor or its personnel the benefits that the AOC give to employees. If the Internal Revenue Service or any other federal or State governmental agency inquires about Contractor's status as an independent contractor, Contractor must inform the AOC and let the AOC participate in any discussion or negotiation with the agency.

4. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit. The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

5. Services Warranty

The Contractor warrants and represents that each of its employees, independent contractors or agents assigned to perform any services under this 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 Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

6. Permits and Licenses

The Contractor will, and will ensure that each of its employees, independent contractors or agents assigned to perform any services under this Agreement, observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor will, and will ensure that its employees, independent contractors and agents, procure and keep in full force and effect during the term of this Agreement, all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

7. Personnel

- A. The State reserves the right to disapprove the continuing assignment of any of the Contractor's personnel assigned to perform Work under this Agreement if in the State's opinion, the performance of the Contractor's personnel is unsatisfactory. The State agrees to provide Notice to the Contractor in the event it makes such a determination. If the State exercises this right, the Contractor will immediately assign replacement personnel, possessing equivalent or greater experience and skills.
- B. The Contractor will endeavor to retain the same individuals on the Work during the term of this Agreement. Contractor will immediately notify the State if any of Contractor's key personnel become unavailable during the term of this Agreement. Contractor will supply a substitute acceptable to the Project Manager, and if Contractor cannot furnish an acceptable replacement, the State may terminate this Agreement for cause.

8. Insurance Requirements

- A. General. The Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State will not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor will 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 will be written on an “occurrence” form; excepting that insurance for professional liability, when required, may be acceptable on a “claims made” 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 Agreement.
- B. Minimum Scope and Limits of Insurance. The Contractor will maintain coverage and limits no less than the following:
- i. Workers' Compensation at statutory requirements of the State of residency.
  - ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.
  - iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
  - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
  - v. Professional Liability: Errors and Omissions **\$1,000,000.00**.
  - vi. The following Excess coverage, at the same limits specified for Comprehensive General Liability: Contractual Liability, Independent Contractor and Personal Injury coverage.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor’s liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. Policies required in this Agreement must contain, or be endorsed to contain, the following provisions:



- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
  - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way. For Workers' Compensation and Professional Liability insurance, the insurer waives any and all rights of subrogation against Judicial Branch Entities and Judicial Branch Personnel.
  - 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. Contractor must include all subcontractors as insureds under Contractor's policies or Contractor must furnish separate certificates and endorsements for each subcontractor. If Contractor is an association, partnership, or other joint business venture, the insurance may be provided by either of the following methods:
  - i. Separate insurance policies issued for each individual entity, with each entity included as a named insured or as an additional insured; or
  - ii. Joint insurance program with the association, partnership, or other joint business venture included as a named insured.
- F. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7<sup>th</sup> Floor, San Francisco, CA 94102.

9. Prohibited Bids Concerning End Product of this Agreement

No person, firm, or subsidiary thereof, which has been awarded a consulting services agreement may submit a bid for, nor be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision shall not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract to this Agreement in amounts no more than ten percent (10%) of the total monetary value of this Agreement.

10. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, [REDACTED], shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

\_\_\_\_\_, Project Manager  
Judicial Council of California  
Administrative Office of the Courts

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

- B. Notice to the Contractor shall be directed in writing to:

[REDACTED]  
\_\_\_\_\_  
\_\_\_\_\_

11. Default and Remedies.

- A. A default exists under this Agreement if:
- i. Any of the representations or warranties set forth in this Exhibit become untrue, or Contractor makes a material misrepresentation regarding the personnel involved in or any aspect of its performance of the Work; or
  - ii. Contractor fails or is unable to meet or perform any of its duties under this Agreement, and
    - a. if capable of cure, such failure is not cured within 10 days of receipt of notice of failure; or
    - b. the failure is not capable of being cured.

Whether or not any failure by Contractor is capable of cure, or is cured, is within the sole discretion of the State. Contractor will notify the State immediately if a default occurs, or if Contractor receives information that a third party claim or dispute that alleges facts that would constitute a default under this Agreement is filed or threatened.

- B. The State may terminate this entire Agreement for cause upon notice to Contractor that a default exists. The State may reduce the amount of Work and, proportionately, the compensation, if it determines that having Contractor perform the Work has become infeasible due to changes in applicable laws or regulations. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this

Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

C. Termination on Notice.

- i. State shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause upon giving thirty (30) calendar days' written notice to Contractor. The notice shall specify the date on which termination shall become effective.
- ii. Upon ten (10) calendar days' written notice, the State may terminate this Agreement, in whole or in part, without prejudice to any right or remedy, if expected or actual funding to compensate Contractor is withdrawn, reduced or limited. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement.
- iii. Upon receipt of a notice of termination, Contractor will perform with diligence all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by the State and to minimize the liability of Contractor and the State to third parties as a result of termination. All such actions shall be subject to the State's prior approval.

D. Effect of Expiration and Early Termination; Survival.

- i. The State will pay Contractor for Work satisfactorily performed during the Term, provided that the State will not be liable for costs incurred after the Term of this Agreement other than as specifically authorized herein. Non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, and post-termination employee salaries, administrative expenses, or overhead.
- ii. In arriving at the amount due to Contractor, the State may deduct: (1) all payments previously made for Work covered by Contractor's final invoice; (2) any claim which the State may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses accruing after expiration or termination of the Agreement; and (4) in instances in which, in the opinion of the State, the cost of any Work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected Work, the difference between the invoiced amount and the State's estimate of the reasonable cost of performing that Work.
- iii. The State's payment obligation under this paragraph shall survive termination of this Agreement.

- E. Remedies Cumulative. All remedies provided for in this Agreement may be exercised individually or in combination with any other available remedy.

12. Ownership of Results

Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor for performance of services under this Agreement shall become the property of the State. Upon the State's written request, the Contractor shall provide the State with all this Data within thirty (30) Days of the request.

13. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State 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 State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State 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 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 Agreement.

14. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

15. No Assignment

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

16. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the 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 Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement. Alteration or variation of the terms of this 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.

17. Retention of Records

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

18. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of four (4) years after final payment under this Agreement.

19. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California.

20. Severability

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

21. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this 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.

22. Survival

The termination or expiration of the 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 Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

23. Entire Agreement

This 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.

24. Counterparts.

This Agreement may be executed in counterparts, each of which is considered an original.

25. Time of Essence

Time is of the essence in this Agreement.

26. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined:

- A. **“Administrative Director”** refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. **“Amendment”** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its 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 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.

- D. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- E. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The “**Contractor**” means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. “**Day**” means calendar day, unless otherwise specified.
- I. “**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 State for acceptance.
- J. “**Force Majeure**” means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable for because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
  - i. Acts of God or the public enemy;
  - ii. Acts or omissions of any government entity;
  - iii. Fire or other casualty for which a party is not responsible;
  - iv. Quarantine or epidemic;
  - v. Strike or defensive lockout; and,
  - vi. Unusually severe weather conditions.
- K. “**Judicial Branch Entity**” has the meaning stated in Government Code sections 900.3 and 940.3: any superior court, court of appeal, the Supreme Court, the Judicial Council, or the Administrative Office of Courts.

- L. **“Judicial Branch Personnel”** means judges, judicial officers, subordinate judicial officers, directors, officers, members, employees, agents, consultants and volunteers of a Judicial Branch Entity.
- M. **“Key Personnel”** refers to the Contractor’s personnel named in \_\_\_\_\_, whom the State has identified and approved to perform the Work of the Contract.
- N. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- O. **“Notice”** means a written document initiated by the authorized representative of either party to this 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.
- P. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- Q. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**).
- R. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual contract counterpart.
- S. **“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 Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- T. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- U. **“Term”** means the period specified in Section 2 of the Coversheet.



- V. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.
  
- W. **“Work”** or **“Work to be Performed”** or **“Contract Work”** may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.