

1. This Attachment B includes the following two pages:  
Services Short Form Agreement (Rev. 04-08)  
Services Short Form Agreement Terms (Rev. 04-08)

**SERVICES SHORT FORM AGREEMENT (Rev. 04/08)**

**(Contract will not exceed \$50,000)**

AGREEMENT NUMBER <b>[TBD]</b>
FEDERAL EMPLOYER ID NUMBER <b>[TBD]</b>

1. In this services short form agreement (the "Agreement"), the term "Contractor" refers to **[TBD]** and the term "AOC" refers to the Judicial Council of California, Administrative Office of the Courts.
2. This Agreement becomes effective as of **[TBD]**, (the "Effective Date") and expires on **[TBD]**.
3. The maximum amount that the AOC may pay Contractor under this Agreement is **[TBD]**.
4. This Agreement incorporates the attached Services Short Form Agreement Terms (Rev. 04-08) and represents the parties' entire understanding with regard to the subject matter of this Agreement.
5. The Contractor will perform the following services (the "Services") and deliver the following work products (the "Work Products").



**Services:**

Description of Services	Contractor will deliver three days of customized training in the area of business process reengineering (BPR) for up to 25 participants on-site at the AOC's facility in Burbank, CA. The training dates will be the following Mondays _____, _____, and _____. The customization of the curriculum will include selecting examples, exercises and tools that may best be applicable to the CCMS project.
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**Work Products:**

No.	Description of Work Product and Estimated Due Date
1	Customized curriculum, to be delivered prior to traing dates.

6. The AOC will pay the Contractor the firm fixed amounts of **[TBD]** for Services and Work Products, inclusive of all costs, travel, meals, lodging, benefits, expenses, fees, overhead, and profits payable to the Contractor for completion and the AOC's acceptance of the Services and Work Products.

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

## **SERVICES SHORT FORM AGREEMENT TERMS**

**PERFORMANCE AND DELIVERY:** Contractor will perform the Services and deliver Work Products as specified on the first page of the Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Products. The payment listed on the first page of the Agreement includes all shipping, handling, travel, insurance, license fees, permit fees, bonds, or other expenses.

**ACCEPTANCE:** Notwithstanding any prior inspection or payments, all Services and Work Products are subject to final inspection and acceptance or rejection by the AOC at any time within thirty days after performance or delivery to the AOC. The AOC may reject any Service or Work Product that (i) fails to meet the applicable acceptance criteria or other AOC specifications, (ii) is not as warranted, (iii) is performed or delivered late. Payment by the AOC does not indicate acceptance of the Services or Work Products.

**INTELLECTUAL PROPERTY:** Contractor irrevocably assigns to the AOC all right, title and interest worldwide in and to the Work Products created under this Agreement, and all applicable intellectual property rights related to the Work Products created under this Agreement, including without limitation, copyrights, trademarks, trade secrets, moral rights, contract and licensing rights. Contractor grants to the AOC a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Products delivered by Contractor but not created under this Agreement. The AOC retains all intellectual property rights in any materials it provides to Contractor (the "AOC Materials"). Contractor will hold the AOC Materials in trust and confidence. Contractor will use the AOC Materials solely for performing the Services and creating Work Products created under this Agreement. Contractor will not disclose to any third person, publish, or reproduce any AOC Materials or Work Products created under this Agreement without the Project Manager's prior written approval, which shall not be unreasonably withheld.

**PUBLICITY:** Contractor must not make any public announcement, press release, or other writing relating to the Services about this Agreement without the AOC Business Services Manager's prior written approval. In no event will the AOC Business Services Manager approve any writing that could be construed as an endorsement of Contractor.

**INVOICES, PAYMENT AND SETOFF:** After the AOC has accepted Services and Work Products, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Products to "AOC – Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) such detail as is reasonably necessary to permit the AOC to evaluate the Services performed and the Work Products delivered, including without limitation the number of hours worked and the applicable hourly rate. If there are discrepancies in an invoice, Contractor will correct and resubmit the invoice. If the AOC rejects any Services or Work Products after payment to Contractor, the AOC may (a) require Contractor to credit the overpaid amount against future invoices payable by the AOC, (b) set off the overpaid amount against any amount payable by the AOC pursuant to this Agreement or any other transaction, (c) require Contractor to refund the overpaid amount within thirty (30) days of the AOC's request. Unless Contractor is a state agency or other governmental entity, the AOC must have on file a current Std 204 (Payee Data Record) completed by Contractor before the AOC makes any payment to Contractor.

**WARRANTIES:** Contractor warrants that all Services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws, rules, and regulations. Contractor warrants that all Work Products will (i) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (ii) not infringe any third party's rights, including intellectual property rights; (iii) be of merchantable quality and will be fit for the purposes intended by the AOC; (iv) comply with the requirements of this Agreement; and (v) comply with all applicable laws, rules, and regulations.

**CHANGES:** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement and the AOC does not agree to such terms or conditions. This Agreement can be varied or amended only by a writing signed by the AOC's duly authorized representative.

**AUDIT RIGHTS:** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four (4) years after final payment. During the period of time that Contractor is required to retain such records, the AOC or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

**INDEMNITY:** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE AOC AND ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING OUT OF OR RESULTING IN ANY WAY FROM (I) ANY DEFECT, WHETHER LATENT OR PATENT, IN THE SERVICES OR WORK PRODUCTS, (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS OR EMPLOYEES, INDEPENDENT CONTRACTORS OR SUBCONTRACTORS IN CONNECTION WITH THIS AGREEMENT, OR (III) ANY BREACH OF WARRANTY OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY WILL BE IN ADDITION TO THE WARRANTY OR OTHER OBLIGATIONS OF CONTRACTOR AND WILL APPLY WITHOUT REGARD TO WHETHER THE CLAIM, DAMAGE, LOSS, LIABILITY, COST OR EXPENSES IS BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THIS INDEMNITY WILL SURVIVE DELIVERY AND ACCEPTANCE OF SERVICES OR WORK PRODUCTS.

**TERMINATION:** The AOC may terminate all or part of this Agreement for any or no reason at any time by giving notice to Contractor. If the AOC terminates this Agreement for convenience, the AOC's liability will be the lesser of (i) a reasonable price for the Services rendered prior to termination, or (ii) the price for the Services. If any hourly or other time-based rate for Services is specified on the first page of the Agreement, such rate will be used in determining a reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the AOC's directions as to work in progress and the delivery of completed or partially-completed Work Products.

**INSURANCE:** Contractor will maintain adequate insurance to cover any liabilities that may occur in the performance of Services and the creation and delivery of Work Products. Contractor will maintain adequate insurance to cover any public liability, property damage, or automobile liability for any damage incurred in connection with Contractor's performance of any work on or about the AOC's premises or third-party premises. Contractor will maintain proper Workers' Compensation Insurance covering all employees performing work under this Agreement.

**LEGAL COMPLIANCE:** (i) Contractor and its subcontractors, if any, will observe and comply with all federal, state, city, and local laws, rules, and regulations affecting the Services and Work Products. (ii) Contractor and its subcontractors, if any, will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and its subcontractors, if any, will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (iii) Contractor will comply with applicable provisions of the federal Americans with Disabilities Act of 1990 and California's Fair Employment and Housing Act. (iv) 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.

**MISCELLANEOUS:** The Contractor will maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles. Contractor is an independent contractor and neither it nor any of its agents or employees will be considered agents or employees of the AOC. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the AOC. Any attempted assignment will be void or invalid. California law, without regard to its choice-of-law provisions, governs this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default.