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**EXHIBIT A
STANDARD PROVISIONS**

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. 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.

3. Termination for Cause

- A. Pursuant to this provision, the State may terminate this Agreement in whole or in part under any one of the following circumstances, by issuing a written Notice of termination for default to the Contractor:
- i. If the Contractor (a) fails to perform the services within the time specified herein or any extension thereof, (b) fails to perform any requirements of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and, after receipt of a written Notice from the State specifying failure due to any of the preceding three (3) circumstances, the Contractor does not cure such failure within a period of five (5) business days or a longer period, if authorized in the Notice of failure; or,
 - ii. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) Days to any proceeding under any statute of any State authority relating to insolvency or protection from the rights of creditors.
- B. In the event the State terminates this Agreement in whole or in part, due to the Contractor's failure to perform, the State may procure, upon such terms and in such

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manner as it may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the State for any excess costs for such similar supplies or services, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.

- C. The Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises out of acts of Force Majeure; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- D. If, after Notice of termination for default of this Agreement, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the State shall be to pay only for the services rendered at the rates set forth in the Agreement.
- E. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

4. No Assignment

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

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

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.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT

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**EXHIBIT B
SPECIAL PROVISIONS**

1. 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. “**Assigned Actor(s)**” refers to the individual(s) named and listed on an authorized Work Order to perform the acting work of the applicable Work Order. Assigned Actors are independent contractors, in business for themselves as individuals, and engaged by Contractor as Subcontractors for the specific purpose of providing acting services to the State under a Work Order.
- D. “**Assignment**” refers to a project for the State that requires one or more Assigned Actors during an estimated time period, and is authorized by a Work Order.
- E. “**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.
- F. 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.**”
- G. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work detailed in individual Work Orders, in accordance with the Contract Documents.

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- H. 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.
- I. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- J. “**Day**” means calendar day, unless otherwise specified.
- K. “**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.
- L. “**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.
- M. “**Master Agreement**” means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor provides Assigned Actors for particular Assignments detailed in individual Work Orders.
- 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

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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. “**Stop Work Order**” means the written Notice, delivered in accordance with this Agreement, by which the State may require the Contractor to stop all, or any part, of the Work of this Agreement, for the period set forth in the Stop Work Order. The Stop Work Order shall be specifically identified as such and shall indicate that it is issued pursuant to the Stop Work provision in this Exhibit B.
- T. “**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.
- U. “**Task(s)**” means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- V. “**Term**” refers to the period defined by a beginning date and an end date, in accordance with the terms and conditions set forth in the Agreement, during which the Contractor is authorized to provide the Contract Work. The possible Terms of the Agreement are described further in this Exhibit’s paragraph 38, Agreement Term(s) and Options to Renew.
- W. “**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.
- X. “**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. The general nature of the Work of this Contract is for acting services, as more particularly described in Exhibit D, Work To Be Performed and Work Order Administration, and in any individual Work Order.

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- Y. **“Work Order”** refers to either a document substantially in the form of Exhibit E, Attachment 1, Sample Work Order Form, or information that substantially conforms to the information contained in Exhibit E, Attachment 1, Sample Work Order Form, that is used by the State to authorize Work pursuant to this Master Agreement. Each Work Order, if any, will include details about the nature of the Work the Contractor will perform, the type and quantity of actor(s) required, the location where the Work will be performed, the timeline for completion of the Work, and other practical details.
- Z. **“Work Order Amount”** refers to the estimated amount of funds necessary to reimburse the Contractor for the Work of an individual Work Order. The Work Order Amount is an estimate only.

2. 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 B.

3. Authorization of Any Work Orders

- A. All acting services performed under this Master Agreement will be ordered via a Work Order substantially in the form of Exhibit E, Attachment 1, Sample Work Order Form, authorized as set forth herein, and in Exhibit D, Work To Be Performed and Work Order Administration. Work Order must contain the information substantially detailed in Exhibit E, Attachment 1, Sample Work Order Form, but do not have to be in writing. A Work Order may be initiated by telephone, facsimile transmission, electronic mail, or other transmission methods as the parties may agree, provided such initiation contains the information substantially detailed in Exhibit E, Attachment 1, Sample Work Order Form.
- B. The State does not guarantee that the Contractor will receive a specific volume of Work, a specific total Contract Amount, or a specific order value under this Master Agreement. Additionally, there will be no limit on the number of Work Orders the State may issue under this Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual Work Orders.
- C. All Work Orders are subject to the terms and conditions of the Master Agreement. In the event of a conflict between a Work Order and the Master Agreement, the Master Agreement shall prevail.

4. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor

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written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

- B. In the event an Assignment is terminated, but neither the Work Order that authorized that Assignment nor the Agreement is terminated, in whole or in part, pursuant to this provision, such termination shall be per Exhibit D, Work To Be Performed and Work Order Administration, paragraph 8, Termination of Assignment.
- C. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

5. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
 - i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. 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. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

6. Stop Work

- A. The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the Work of this Agreement, for a period up to ninety (90) Days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. 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, the Contractor shall immediately comply with

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its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Work Order during the period of Work stoppage. Within a period of ninety (90) Days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in either of the termination provisions of this Agreement.
- B. If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume Work. The State shall make an equitable adjustment in the delivery schedule, the Contract Amount, or both, and the Agreement shall be modified, in writing, accordingly, if:
- i. The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - ii. The Contractor asserts its right to an equitable adjustment within thirty (30) Days after the end of the period of Work stoppage; however, if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Agreement.
- C. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the Termination Other Than For Cause provision or the State's Obligation Subject to Availability of Funds provision, as set forth under Exhibit B, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- D. The State shall not be liable to the Contractor for loss of profits because of the Stop Work Order issued under this provision.

7. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, TBD, 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:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

*Talent Agency
Attn: Name
Street Address
City, State Zip*

8. Contractor's And Subcontractor's Personnel Are Not Employees of the State

- A. The Contractor and any Subcontractors, in performance of this Agreement, are acting as independent contractors. Personnel supplied by the Contractor or any Subcontractors, hereunder, are not the State's employees, but are the responsibility, to the extent described in this Agreement, of the Contractor or Subcontractor, as applicable, in terms of employment, and the payment of compensation, including all federal, state, and local taxes, charges, fees, or contributions required to be paid to their employees, including all Assigned Actors that provide service or perform work hereunder. The State shall not be responsible for payment of Workers' Compensation, Medicare, medical, social security, disability or other similar benefits provided by Contractor or any Subcontractors, unemployment or other similar insurance or for withholding income or other taxes of any type for any Contractor or Subcontractor employee, including all Assigned Actors.
- B. The Contractor shall inform all Assigned Actors providing temporary acting services to the State pursuant to this Agreement that they are not entitled to the provision of any State employee benefit.
- C. If the Internal Revenue Service or any other federal or state governmental agency should inquire about, question, or challenge the employee status of Assigned Actors providing temporary acting services pursuant to this Agreement, the parties agree that: (i) each shall inform the other party of such inquiry or challenge; and (ii) the State shall have the right to participate in any discussion or negotiation occurring with the federal or state agency, without regard to who initiated such discussions or negotiations.

9. ~~Assigned Actors as Subcontractors~~ **This section has been deleted**

~~A. Subcontractors are independent contractors, in business for themselves as individuals. As such they in all likelihood do not carry or have available to them any type of insurance required and/or contemplated by the provisions of this Agreement other than state required auto insurance.~~

~~B. Subcontractors are neither employees of the State or the Contractor, and accordingly neither the State nor Contractor will carry or provide workers' compensation insurance on, or for the benefit of, Subcontractors. Further, no party hereto will make any at source deductions for "employee type" items, including federal and/or state withholding for income taxes, etc. At the conclusion of the contract between~~

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~~Contractor and Subcontractor, Subcontractors are not entitled to unemployment compensation.~~

~~C. As independent contractors, Subcontractors alone are liable for any damage or loss occasioned by, or resulting from, the services performed by them, and Contractor does not, and will not indemnify the State with regard to such damage or liability, if any occurs.~~

~~D. This Agreement is not in any respect, expressly or impliedly, a contract or agreement for, or relating to, or resulting in, employment of Subcontractors by a party hereto.~~

~~E. Contractor shall have no right to replace or substitute another Subcontractor to perform the services of this Agreement without the prior written authorization of the State.~~

10. Standard of Professionalism

The Contractor shall conduct all Work consistent with professional standards for the industry and type of Work being performed under the Agreement.

11. Services Warranty

- A. The Contractor warrants and represents that each of its employees, independent contractors or agents, including Assigned Actors, assigned to perform any service, provide work or provide any technical assistance under the terms of 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 service 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, and any other recipients of the services and work provided hereunder.
- B. The parties agree that the State must be completely satisfied with the performance of the Assigned Actors. If the State is for any reason not satisfied with the performance of an Assigned Actor, the State may contact the Contractor via telephone, followed up with a written communication by mail, electronic mail, or facsimile, and the Contractor will immediately remove the Assigned Actor from the Assignment pursuant to Exhibit D, Work To Be Performed and Work Order Administration, paragraph 8, Termination of Assignment. The Contractor shall identify and propose replacements as set forth in paragraph 22 of this Exhibit.

12. Subcontracting

- A. The Contractor shall not subcontract any portion of this Agreement, including the work to be performed, pursuant to individual Work Orders, unless the State agrees to the subcontracting in writing. The Contractor shall require each Subcontractor to

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comply with the provisions of this Master Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

- B. Notwithstanding the foregoing, the parties acknowledge and agree that the Contractor will retain independent contractors as Subcontractors to perform the acting services work as Assigned Actor(s) for individual Work Orders.

13. Changes and Amendments

- A. 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 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 only via bilateral execution of a State Standard Agreement form.
- B. The terms of this Master Agreement shall not be amended or changed by the terms of a Work Order, any purchase order, invoice, or any other type of document even though the State may have accepted or signed such documents. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

14. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

15. 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.

16. 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.

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17. Insurance Requirements

- A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall 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 shall 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 shall 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.
- 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. The General Liability policy required in this Agreement is to 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

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insurance or benefit the Contractor in any way,
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. 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.

F. Subcontractors. The Contractor shall include any Subcontractors, including its Assigned Actors, as insured under its policies, or shall furnish separate certificates of insurance and policy endorsements for each Subcontractor. Insurance coverage, provided by Subcontractors as evidence of compliance with the insurance requirements of this Agreement, shall be subject to all of the requirements stated herein.

F.G. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.

G.H. 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 of California, Administrative Office of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94102.

18. 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

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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.

19. Copyrights, Ownership and Intellectual Property

- A. Copyrights and Rights in Data: All copyrights and rights in the Data produced with funding from this Agreement that may presumptively vest in the Contractor, Subcontractor(s) or Assigned Actors shall be transferred to the State.
- B. Ownership of Results: Any interest of the Contractor in Data in any form, or other documents and/or recordings prepared by the Contractor during the provision of service or the performance of work 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.
- C. Ownership of Intellectual Property, etc.:
 - i. The Contractor agrees that (a) all documents, Deliverables, software, systems designs, disks, tapes, CDs, videos, recordings and any other Data or Materials created in whole or in part by the Contractor or its personnel Subcontractor or its personnel or Assigned Actors in the course of or related to the provision of service or the performance of work for the State shall be treated as if it were “work for hire” for the State, and (b) the Contractor will immediately disclose to the State all discoveries, inventions, enhancements, improvements, and similar creations (collectively, “**Creations**”) made, in whole or in part, by the Contractor or its personnel or Subcontractor or its personnel or Assigned Actors in the course of or related to providing services or work to the State.
 - ii. All ownership and control of the above Data, Materials, and Creations, including any copyright, patent rights, and all other intellectual property rights therein, shall vest exclusively with the State, and the Contractor on its own behalf, and on behalf of all Subcontractors and Assigned Actors, hereby assigns all right, title, and interest that the Contractor may have in such Data, Materials, and Creations to the State, without any additional compensation and free of all liens and encumbrances of any type.

20. Limitation on Publication

The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the service provided or the work performed pursuant to the Contract without prior review and written permission by the State. The State review shall be completed within thirty (30) Days of submission to the Project Manager and, if permission is denied, the State shall provide its reasons for denial in writing.

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21. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

22. Use of State or Court Provided Equipment

Neither the State nor the Courts shall be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by the Contractor, or by any of its employees, Subcontractors or agents, even though such equipment may be furnished, rented, or loaned to the Contractor by the State or Courts.

23. Replacement of Contractor's Personnel

Replacement of Assigned Actors.

- i. If the State requests that the Contractor remove Assigned Actor(s) pursuant to Exhibit D, Work To Be Performed and Work Order Administration, paragraph 8, Termination of Assignment, the State may, at its sole option, request that the Contractor provide a replacement candidate. If the State makes such a request, the Contractor shall submit a response to the State's request as soon as practicable. The Contractor's response will include resumes of the qualified candidates. In no event will the Contractor require more than five (5) business days to submit such a response, unless the parties have agreed to an extended time period.
- ii. If the Contractor identifies a replacement candidate that meets the State's requirements and the State agrees, the State may, at its sole option, either amend the Work Order to reflect the change in Assigned Actor or issue a new Work Order.
- iii. In the event the State does not agree to a replacement candidate and the Contractor is unable to find another suitable candidate for the State, the Contractor shall notify the AOC's Project Manager to request termination of the Work Order, in accordance with this Exhibit's paragraph 4, Termination Other Than for Cause. Upon termination of the Work Order, the Contractor will not be obligated to complete the work of that Work Order.
- iv. Contractor shall have no right to replace or substitute another Subcontractor to perform the services of this Agreement without the prior written authorization of the State.**

24. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings

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that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (i) use of an official position with the government for private gain; (ii) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (iii) loss of independence or impartiality; (iv) a decision made outside official channels; or (v) adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

Former State employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

25. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

26. Third Party Beneficiary

This Agreement is not intended to create any right in or for the public, or any member of the public, any Subcontractor, supplier or any other Third Party, or to authorize anyone not specifically named as a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

27. Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services and performance of work under this Agreement. The Contractor shall keep in full force and effect during the term of this Agreement a talent agency license to accomplish the Work contemplated in this Agreement.

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28. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

29. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Section 8355 through Section 8357.

30. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor shall give written Notice to Assigned Actors of their obligations under this clause.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

31. Americans with Disabilities Act

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By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“ADA”) of 1990 (42 U.S.C. Sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

32. Public Contract Code References

References to the Public Contract Code are provided for convenience only and shall not imply that the Public Contract Code applies to the AOC, but rather shall be used to define the Contractor’s obligations under the particular contract provision in which such code section is referenced.

33. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

34. Severability

If any term or provision of this Master 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.

35. Waiver

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

36. Signature Authority

The parties signing this Master Agreement and any subsequent Work Order certify that they have proper authorization to do so.

37. Survival

The termination or expiration of the Master Agreement or any Work Order 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.

38. Agreement Term(s) and Options to Renew

A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior

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commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.

- B. The Master Agreement shall remain in effect from _____ through _____ (“**Initial Term**”), unless otherwise set forth in writing, in accordance with the terms and conditions of the Master Agreement.
- C. The parties agree that the State may elect to extend the Master Agreement up to two (2) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Master Agreement:
 - i. _____ through _____ (“**First Option Term**”).
 - ii. _____ through _____ (“**Second Option Term**”).
- D. In the event the State elects to exercise an option to extend the Master Agreement, as set forth in this provision, the parties will modify the Agreement via bilateral execution of the State's Standard Agreement form.
- E. In the event any option Term is exercised under this Agreement, the rates applicable for each option Term shall be set forth in any subsequent Amendments to extend this Agreement. The parties agree that any rate, as set forth in Exhibit __, Payment Provisions, may be amended by the parties to a higher rate for the next subsequent consecutive Term for that item, as long as the negotiated rate does not increase more than three percent (3%) over rate for that item under the preceding Term.

39. 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. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT

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**EXHIBIT C
PAYMENT PROVISIONS**

1. Contract Amount

- A. The total amount the State may pay to the Contractor for performing the Work under this Master Agreement as set forth in Exhibit D, Work to be Performed, and as detailed in individual Work Orders shall be the actual costs not to exceed the Master Agreement Contract Amount of **TBD**.
- B. In no event shall the cumulative and collective totals of the actual costs for all Work Orders issued pursuant to this Agreement exceed the Contract Amount. This Agreement does not obligate the State to issue Work Orders nor does this Agreement obligate the State to expend the Contract Amount.

2. Payment for Contract Work

- A. For performing the Work of this Agreement as set forth in Exhibit D, Work to be Performed, the State shall compensate the Contractor for Assigned Actors specified in a Work Order in accordance with the following pricing schedule.

Pricing Schedule for Assigned Actors

Table 1: On Camera Day Performer Pricing

1a	Half-day rate (four consecutive hours):	TBD
1b	Full-day rate (8 hours, excluding meal periods):	TBD
1c	Minimum billable amount and the number of work hours included in the minimum:	TBD
1d	Rates for hours worked in excess of the minimum, the half-day rate, and the full day rate:	TBD
1e	Premium rates:	TBD
1f	Discounted rates for multiple half-days or multiple-full days:	TBD

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Table 2: Off Camera Voiceover Pricing

2a	Half-day rate (four consecutive hours):	TBD
2b	Full-day rate (8 hours, excluding meal periods):	TBD
2c	Minimum billable amount and the number of work hours included in the minimum:	TBD
2d	Rates for hours worked in excess of the minimum, the half-day rate, and the full day rate:	TBD
2e	Premium rates:	TBD
2f	Discounted rates for multiple half-days or multiple-full days:	TBD

B. Cancellation and Rescheduling Fees

- i. If the State cancels a Work Order with less than 48 hours notice, the State shall pay the Contractor a cancellation fee of TBD.
- ii. If the State cancels a Work Order with 48 or more hours notice, the State shall pay the Contractor a cancellation fee of TBD.
- iii. If the State reschedules a Work Order with less than 48 hours notice, the State shall pay the Contractor a rescheduling fee of TBD.
- iv. If the State reschedules a Work Order with 48 or more hours notice, the State shall pay the Contractor a rescheduling fee of TBD.
- v. Any cancellation fee or scheduling fee shall be in lieu of any other charges.

<i>Assigned Actors</i>	<i>Rate for San Francisco Work Location</i>	<i>Rate for Work Location Outside of San Francisco</i>
Day Performer (per full day of 8 hours)	\$_____	\$_____
1/2 Day Performer (per half day of 4 hours)	\$_____	\$_____
Narrator / Spokesperson (per full day of 8 hours)	\$_____	\$_____
Voiceover – First Hour	\$_____	\$_____
Voiceover – Each Additional Hour	\$_____	\$_____
<i>Premiums</i>		
For same day work over 8 hours but less than 10 hours	____times the applicable rate	____times the applicable rate
For same day work in excess of 10 hours	____times the applicable rate	____times the applicable rate

B.C. The rates set forth above are inclusive of all costs, benefits, expenses, fees, overhead,

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and profits payable to the Contractor for services rendered to the State.

- ~~C.D.~~ The Work Order Amount set forth in an individual Work Order is only the estimated cost of such Work Order. The State shall reimburse the Contractor for the actual cost of Assigned Actors in accordance with the pricing schedule set forth above.
- ~~D.E.~~ The Contractor shall not request nor shall the State consider any reimbursement for non-production work including but not limited to time spent traveling to and from the job site or any living expenses.
- ~~E.F.~~ The total amount the State may pay the Contractor for the actual cost reimbursement sought under this paragraph shall be deducted from the Contract Amount as set forth in paragraph 1 of this Exhibit C.

3. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all travel, lodging, transportation, clerical support, Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

4. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement.

5. 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.

6. Method of Payment

- A. Upon providing the Work as set forth in a Work Order, but no more often than once a month, the Contractor shall submit an invoice for Work completed. In the event of multiple Work Orders, the Contractor shall provide a separate invoice for each Work Order. After receipt of the 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. The Contractor shall submit detailed and precise billings. Invoices shall clearly indicate applicable lump sum amount, fixed price(s), or actual costs and/or expenses, in accordance with the terms of the Master Agreement and the

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applicable Work Order, for the preceding month and shall include:

- i. The Contract number;
- ii. The Work Order number;
- iii. A unique invoice number;
- iv. The Contractor's name and address;
- v. The taxpayer identification (the Contractor's federal employee identification number);
- vi. A description of the completed Work, Task(s), Milestone(s) performed, and/or Deliverable(s) provided, as appropriate;
- vii. The identification of the Contractor's Assigned Actors which provided the Work;
- viii. The dates and hours Work was actually provided, by Contractor's Assigned Actors, as applicable;
- ix. The applicable contractual charges, including the appropriate rate;
- x. The appropriate receipts for reimbursement of allowable expenses, if the Work Order provides for reimbursement of allowable expenses; and,
- xi. A preferred remittance address, if different from the mailing address.

C. The Contractor shall submit one (1) original and two (2) copies of invoices to:

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

D. Please note that invoices or vouchers not on printed bill heads shall be signed by the Contractor or the person furnishing the supplies or services.

7. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

END OF EXHIBIT

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**EXHIBIT D
WORK TO BE PERFORMED AND WORK ORDER ADMINISTRATION**

1. Background

- A. The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.
- B. The Education Division was formed in 1994 with the merger of the Center for Judicial Education and Research (CJER—a 1973 joint enterprise of the Judicial Council and the California Judges Association) and the Administrative Education Unit of the Administrative Office of the Courts (AOC). Today, this organization is known interchangeably as the Education Division and CJER and constitutes the educational arm of the state judicial system. Staff and volunteer subject matter experts and faculty provide both training and education for judges and judicial branch personnel. CJER is acknowledged nationwide as a model in judicial branch education.
- C. Education Division/CJER’s professional staff work with committees and faculty members to design and coordinate programs, plan curricula, write and edit publications and video and closed circuit TV scripts, coordinate the volunteer services of judges and court personnel, and develop and maintain the technical infrastructure for delivery of distance education. These educational courses, products, and publications are provided to California judicial officers and court personnel at no cost.
- D. Education Division/CJER’s offerings include a year-round series of educational programs and services for judges and other judicial officers, including orientation programs for new judges, continuing education programs, judge’s benchbooks and practice tools, videotapes, and other educational aids.
- E. The Education Division/CJER has produced over 1,300 videotapes and audiotapes, as well as CDs, DVDs, and streaming audio and video programs available online through the Web. Judges may borrow tapes from CJER or from branch libraries located in nine metropolitan areas, and can access other video and audio programs online through the Serranus Web site. These video programs are integrated into distance education efforts to ensure that judges are able to access the programs they need in the way they need them.

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2. General Description of Work

In order to assist the Education Division/CJER in providing educational and training support of the state judicial system, the Contractor will be asked to provide the following work:

- A. Pursuant to Work Orders issued under this Master Agreement, provide Assigned Actors to perform acting services throughout the term of the Master Agreement. In providing Assigned Actors, Contractor will:
 - i. Provide actors / actresses with levels of experience and talent appropriate for various levels of productions;
 - ii. Provide actors / actresses of various races, ages, ethnicities, physical abilities, sexes, looks, styles, types and talents;
 - iii. Provide several options and choices for each of any number of distinctly different roles in a timely manner – including on short notice; and,
 - iv. Provide actors / actresses who are able to work in a non-union prevailing-wage situation, for internal educational and informational programs
- B. Provide candidates to fill the role of Assigned Actors, on request and in the requested time frame, with individuals who possess the required qualifications to perform the job to the fullest capacity.
- C. Provide regular daily follow-up with the Project Manager Assigned Actor positions that have not been filled.
- D. Provide photos and samples of talent’s previous work for auditioning purposes, and past employee references for selected candidates within a reasonable time frame.
- E. Provide a single point of contact to support the AOC account, allowing the AOC to interview potential replacements in the event a change of the point of contact is required.

3. Assignment Request

- A. The Project Manager may call or email the Account Manager to request candidates for an Assigned Actor Assignment.
- B. The Project Manager’s initial request may include, but will not be limited to: (i) a description of the type of acting service or work requested; (ii) the start date and end date for the Assignment; (iii) the work schedule, including estimated number of hours for each Assigned Actor; (iv) the work location; and, (v) any special conditions that may apply to the Assignment.
- C. The Project Manager, subsequent to an initial request, will provide a draft Work Order to the Contractor’s Account Manager. Upon the Contractor’s receipt of a draft

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Work Order from the Project Manager, the Account Manager will forward introductions of potential candidates via telephone, facsimile transmission, or email, as appropriate, to the Project Manager.

- D. Introductions of each candidate to be considered for an Assignment shall contain at a minimum: (i) candidate's photo; (ii) the candidate's resume or downloadable samples of candidate's previous acting work, as applicable; and, (iii) other information Contractor deems pertinent for the AOC to consider.
- E. The State, in its sole discretion, may require in-person auditions, at no cost to the State, to be held at the State's offices located at 455 Golden Gate Avenue, San Francisco, CA 94102, or at other locations to be specified.

4. Recruiting, Interviewing and Selection

- A. The Contractor will pre-qualify the prospective candidates to determine acceptability and the candidate's ability to meet the requirements of the Assignment, including but not limited to, skill level, flexibility, professionalism and communication skills.
- B. The Contractor will verify the prospective candidates' employment information and references.
- C. The Contractor will inform all prospective candidates of the Contractor's requirements and the prospective candidate's obligations pursuant to this Exhibit's paragraph 5, Administrative Requirements, below, if the candidate is selected as an Assigned Actor to provide acting services to the State.

5. Administrative Requirements

- A. The Contractor shall inform all Assigned Actors that: (i) said Assigned Actor is not entitled to the provision of any State employee benefit, as required in Exhibit B, Special Provisions, paragraph 8, Contractor's And Subcontractor's Personnel Are Not Employees of the State; and (ii) said Assigned Actor is bound by the terms and conditions of Exhibit B, Special Provisions, paragraph 23, Conflict of Interest.
- B. The Contract shall provide all Assigned Actors with a copy of the AOC's Release Agreement, set forth as Attachment 2 to Exhibit E of this Master Agreement, and advise all Assigned Actors that they must provide the AOC's Project Manager with a signed and dated Release Agreement containing the Assigned Actor's original signature (photocopies will not be accepted) prior to commencement of any Work under the Work Order.
- C. The Project Manager shall immediately terminate the Assignment of an Assigned Actor, and advise the Contractor of such termination, for the failure of that Assigned Actor to provide, or refusal to provide, a signed and dated Release Agreement containing the Assigned Actor's original signature. The Contractor will not be

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reimbursed for the cost or expenses of any Assigned Actor so terminated.

6. Authorization of Work Order

- A. Upon completion of the selection process, the Project Manager will provide the Work Order to the Account Manager.
- B. Any Work Order issued shall be in a form substantially similar to this Agreement's Attachment 1, Sample Work Order Template, or shall contain the information substantially similar to this Agreement's Attachment 1, Sample Work Order Template.

7. AOC Responsibilities

The State's **Project Manager** will be responsible for managing, scheduling, and coordinating all Work Order activities, including Assignment plans, timelines, and resources, and escalating issues for resolution to AOC management.

8. Termination of Assignment

- A. Termination of an Assignment is set forth under this paragraph 8; termination of a Work Order, or the Agreement, in whole or in part, is addressed under Exhibit A, Standard Provisions, paragraph 3, Termination for Cause; Exhibit B, Special Provisions, paragraph 4, Termination Other Than for Cause; or Exhibit B, Special Provisions, paragraph 5, State's Obligation Subject to Availability of Funds, as applicable.
- B. Except as otherwise noted herein, the Contractor shall be responsible for informing the Assigned Actor when an Assignment is terminated for unsatisfactory performance.
- C. If the Assignment is terminated for unsatisfactory performance, the Contractor shall:
 - (i) contact the Assigned Actor as directed by the State and inform the Assigned Actor that the Assignment has been terminated; and
 - (iii) arrange for pick up of any personal items left at the State's premises on the following business day and return of such items to the Assigned Actor.
- D. See Exhibit B, Special Provisions, paragraph 22, Replacement of Contractor's Personnel, for conditions pertaining to replacement of Assigned Actors.

END OF EXHIBIT

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**EXHIBIT E
ATTACHMENTS**

This Exhibit includes the following forms:

Attachment 1, Sample Work Order Form
Attachment 2, Release Agreement

END OF EXHIBIT

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**EXHIBIT E
ATTACHMENT 1
SAMPLE WORK ORDER FORM**

[Italicized portions should be filled in or deleted, as appropriate, prior to finalizing and authorizing a Work Order]

WORK ORDER NO. [Work Order #]

1. Summary of Work

Pursuant to the Master Agreement, the Contractor shall assign one (1) or more Assigned Actors to provide acting services as set forth in this Work Order.

2. Description of Work

[Insert the specific scope of work here]

3. Assigned Actors

The Contractor shall provide the following Assigned Actors to perform services in connection with this Work Order, *and total number of estimates hours* set forth in Table 1, below *[identification of responsibilities can be set forth here as well]*.

Table 1: Key Personnel [Rate(s), and Estimated Hours]

<u>Name</u>	<u>Role</u>	<u>Estimated Number of Hours</u>
<i>[name]</i>	<i>[Role]</i>	<i>[insert estimated # if appropriate]</i>
<i>[OPTIONAL: Add additional names, roles, and estimated number of hours if more than one Assigned Actor is required]</i>		

4. Location of Assignment

[Identify the specific physical location where the Work will take place, including street address, building name, and city, as appropriate.]

5. Time for Work

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The Assigned Actor(s) will commence the Work no later than *[insert date]* and will complete the Work on or before *[insert date]*.

6. Work Order Amount

- A. The Work Order Amount is estimated to be \$*[insert the estimated \$ amount]*, including allowable expenses.
- B. The Work Order Amount is an estimate only. The State shall reimburse the Contractor for the actual cost to complete the Work, at the rate(s) set forth in Exhibit C, Payment Provisions of the Master Agreement.

7. Allowable Expenses

There are no allowable expenses under this Work Order.

8. State's Work Order Project Manager(s)

	<u>State/AOC</u>
<i>Name:</i>	
<i>Title:</i>	
<i>Division:</i>	
<i>Address:</i>	The Judicial Council of California Administrative Office of the Courts 455 Golden Gate Avenue San Francisco, CA 94102
<i>Telephone:</i>	(415) 865 -
<i>Facsimile:</i>	(415) 865 -
<i>Email:</i>	@jud.ca.gov

9. *[Optional:]* Additional Requirements

[Include additional information, appropriate to the Work Order, only if necessary and when such information does not belong under any other heading in the Work Order.]

END OF FORM

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EXHIBIT E
ATTACHMENT 2
RELEASE AGREEMENT



JUDICIAL COUNCIL
OF CALIFORNIA

ADMINISTRATIVE OFFICE
OF THE COURTS

Photo/Video Release

I grant to the Judicial Council of California and the Administrative Office of the Courts (together referred to as the AOC) the right to copy, use, and distribute in any media for any purpose any photographs or videos of me that were taken or recorded by or on behalf of the AOC. This right shall include the right to use any recordings of my voice and any personal information about me that I voluntarily provided.

I further grant the AOC the right to copy, use, and distribute in any media for any purpose any photographs, video, or recordings made of me while participating in any event sponsored, photographed, or taped by the AOC.

I waive the right to inspect or approve all versions of my image. All copies of my image or voice recording made by or on behalf of the AOC shall be the property of the AOC.

I hereby release the AOC and its assigns, licensees, and successors from any claims that may arise regarding the copying, use, or distribution of my images, voice recordings, presentation, or personal information. The AOC is permitted, although not obligated, to include my name as a credit in connection with my image, voice recording, or presentation.

The AOC may also freely assign or license the rights granted under this release to another party.

I have read and understood this release. I am over the age of 18, or, if I am under 18, a parent or guardian must sign below.

This release expresses the complete understanding of the parties.

Print: Name: _____ Date: _____

Signature: _____

Address: _____

Parent/Guardian Consent (if the person is under 18)

I am the parent or guardian of the minor named above. I have the legal right to consent to and do consent to the terms and conditions of this release.

Print: Parent/Guardian Name: _____ Date: _____

Parent/Guardian Signature: _____

Parent/Guardian Address: _____

-----For Court Use-----

Project:

ID No.:

Notes: