

**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT
EXHIBIT A**

**BETWEEN
THE ADMINISTRATIVE OFFICE OF THE COURTS
NEVADA SUPREME COURT
AND
[CONTRACTOR]**

THIS INDEPENDENT CONTRACTOR AGREEMENT, hereinafter referred to as "Agreement" is entered into this _____ day of _____, 2010, between the Administrative Office of the Courts (AOC) and the Nevada Supreme Court (Court), acting by and through RON TITUS, Director, Administrative Office of the Courts, Supreme Court Building, 201 South Carson Street, Suite 250, Carson City, Nevada, 89701, hereinafter referred to as the "AOC"; and [CONTRACTOR NAME AND ADDRESS], hereinafter referred to as the "Contractor." The parties mutually agree as follows:

**PART ONE
NATURE OF AGREEMENT**

A. PURPOSE

1. The purpose of this Agreement is to enable the parties to meet the requirements of the [NAME OF PROGRAM] by providing services as follows: [SUMMARY DESCRIPTION OF SERVICES].
2. The goals and objectives of this agreement are consistent with the goals and objectives of the Uniform System for Judicial Records (USJR).

B. FUNDING

1. This project is funded within the Judicial Branch Budget Account No. [XXXX], USJR, Statewide Projects, for fiscal year [XXXX].
2. The financial obligations of the AOC and the Nevada Supreme Court pursuant to this Agreement are subject to and limited by the availability of authorized funds.

C. COMMENCEMENT AND TERM

1. Contractor shall begin work upon signing this Agreement. The anticipated completion date is [DATE], unless otherwise agreed. This agreement shall expire on [DATE] unless otherwise agreed.

D. TIME IS OF THE ESSENCE

1. Time is of the essence for this Agreement. Timely performance of all duties and obligations of this Agreement is contemplated.

E. DOCUMENTS INCORPPORATED

1. The following documents are attached and incorporated as part of this Agreement:
 - **Exhibit A:** [Contractor's Proposal and Scope of Work, DATE, NUMBER of pages.]
 - **Exhibit B:** [Contractor's Proposed Budget]
 - **Exhibit C:** [Narrative Report Form]

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[XX ____]
[XX ____]

2. In the event of any substantive conflict between the terms of Exhibit A, B and C, and this Agreement, or any other addendum or exhibit, this Agreement shall control.

PART TWO ADMINISTRATION AND NOTICE

A. CONTRACT ADMINISTRATION

1. For purposes of this Agreement, the AOC/Court Project Manager shall be [NAME AND TITLE]. Contractor's Project Manager shall be [NAME AND TITLE].

B. NOTICE

1. Notice pursuant to this Agreement shall be in writing, and delivered in person, by U.S. mail, postage prepaid, or by facsimile or other method agreed upon by the parties, and shall be addressed/directed to the Project Manager(s) as follows:

Project Manager

Administrative Office of the Courts
Nevada Supreme Court
201 South Carson Street, Suite 250
Carson City, Nevada 89701
Phone: 775-
Fax: 775-
Email: @nvcourts.nv.gov

[NAME], Project Manager

[ADDRESS]
Phone:
Fax:
Email:
Website:

2. Notice for purposes of service of process shall be provided to _____

3. Notice shall be effective upon actual receipt when using personal service, and after three (3) business days following the date of postmark when using U.S. mail. Delivery via facsimile or email shall be effective upon delivery and verified receipt of same.

C. CHANGE OF ADDRESS OR CONTACT INFORMATION

1. Both parties shall provide prompt notice of change of address or contact information.

PART THREE CONTRACTOR REQUIREMENTS

A. CONTRACTOR INFORMATION

1. Contractor represents that he possesses the necessary skills, and is qualified and able to perform the services as described in this Agreement.

2. For purposes of performing services pursuant to this Agreement, Contractor is a foreign corporation duly licensed to do business in the state of Nevada. Contractor has provided AOC with satisfactory evidence that the corporation is in good standing.

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[XX ____]
[XX ____]

3. Contractor shall comply with all applicable state law, including, but not limited to NRS Chapter [XX (re type of entity)] et seq. and NRS 360 et. seq. and as otherwise required in order to lawfully conduct business in the state of Nevada.

4. Contractor's Nevada state business license number/Tax Identification Number is _____ with an expiration date of _____. Contractor's EIN is _____.

5. Contractor shall provide proof of compliance with all licensing requirements to the AOC Project Manager upon signing of this Agreement.

6. Contractor certifies that no final, unappealable finding of contempt of court by a federal court has been issued against him/her within the immediately preceding two year period due to his failure to comply with an order of the National Labor Relations Board.

B. BACKGROUND INVESTIGATION

1. AOC may, at its option, perform a background investigation of Contractor. Contractor agrees to submit to a full background investigation prior to the performance of any services under this Agreement, which may include, but is not limited to, a criminal history check and fingerprinting.

2. Any cost associated with the background investigation will be paid by Contractor in the maximum amount of \$100.00. Discovery of undisclosed criminal conviction(s) may be grounds for immediate termination of this Agreement without prior notice by the AOC, as may the conviction of Contractor during the term of the Agreement of any criminal offense.

**PART FOUR
SCOPE OF SERVICES/WORK TO BE PERFORMED**

A. WORK TO BE PERFORMED; SCHEDULE OF SERVICES

1. Schedule of Services. Contractor will provide professional consulting services as described in **Exhibit A** for the AOC and the Court and summarized as follows:

Description of Work; Estimated Time	Estimated Time/Dates	Maximum Cost
<i>Phases/Tasks</i>		
<i>Phases/Tasks</i>		
TOTAL MAXIMUM COST:		\$

2. Completion Schedules. Contractor warrants that the schedule of services can be accomplished in a timely manner and within the fiscal parameters of this Agreement, assuming normal business situations prevail and delays are kept to a minimum.

3. Timing and Schedules; Adjustments. Contractor shall perform all tasks in an efficient and timely manner, taking into account the estimated number of hours necessary for completion for each task. The parties acknowledge that there may be necessary adjustments to the timing and schedule of services. In such

a case, the parties agree to cooperate in good faith in an effort to meet the objectives of the Agreement in a timely manner.

4. Minor adjustments in the schedule of services which do not result in a change in the objectives of the project, extension of the term, or affect the compensation or cost provisions of this Agreement, may be accomplished without a written amendment as required in **Part Four, Section D, Changes and Amendments**, herein. In that case, AOC Project Manager must provide documentation in a form sufficient to provide notice to Contractor and AOC staff.

B. DELIVERABLES

1. Acceptance of Deliverables; Criteria. The AOC Project Manager shall serve as the authority for accepting all deliverables on behalf of the AOC. Prior to final approval of each deliverable and prior to approval for payment of Contractor's invoice, the AOC Project Manager shall apply the criteria set forth herein as follows:

- (a) Timeliness. The services were performed on time.
- (b) Completeness. The services were completed as required in the Agreement.
- (c) Technical accuracy. The services were performed correctly as required in the Agreement.
- (d) Orientation. The services are appropriately "issue specific" to Nevada trial courts and criminal justice agencies.

2. Rejection of Deliverables; Process. Notwithstanding anything herein to the contrary, rejection of Contractor's deliverables must follow the following process:

(a) AOC will "accept" or "reject" any element of the services, each element a "deliverable" as provided in this section.

(b) AOC shall have ten (10) business days after receipt and/or provision of any deliverable provided by Contractor, to either accept or reject such deliverable, or any portion thereof. AOC shall specify reasonable grounds for rejection of such deliverable. If after ten (10) business days, AOC has not provided written notice of rejection, the deliverable shall be deemed to be accepted.

(c) If AOC properly rejects a deliverable, Contractor shall have ten (10) days, or a reasonable length of time from the date of notice of rejection, to cure by delivery to AOC a revised deliverable. If Contractor fails to deliver a revised deliverable, then such deliverable shall be deemed to be rejected.

(d) In the event of Contractor's failure to deliver an acceptable deliverable or an acceptable revised deliverable, AOC shall be entitled to a refund of any amount paid to Contractor in advance for such deliverable or revised deliverable. In addition to a refund, AOC may also seek any other appropriate remedy at law or in equity consistent with the terms of this Agreement.

(e) If Contractor delivers a revised deliverable, AOC shall have ten (10) business days after receipt of such revised deliverable to provide written notice of final rejection of the revised deliverable and to specify reasonable grounds for such rejection. If AOC fails to provide written notice of final rejection as provided herein, the revised deliverable shall be deemed to be accepted.

C. WARRANTY FOR PROFESSIONAL SERVICES

1. Degree of Skill; Standard. Contractor warrants that the professional services performed under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional individuals and/or firms performing similar services.
2. Breach of Warranty; Re-Performance of Services; Notice. If AOC determines that Contractor has breached the warranty of services, AOC may request Contractor re-perform any services in an effort to cure the breach, at no additional cost to AOC.
3. AOC must give Contractor written notice within ninety (90) days of discovery of the breach of warranty for services. Following Contractor's receipt of notice of breach, Contractor shall be afforded an opportunity to cure as set forth in **Part Eleven, Section C., Breach; Opportunity to Cure**, herein. If re-performance of the service does not cure the breach, the parties may proceed to dispute resolution as set forth in **Part Ten, Dispute Resolution**, herein.

D. CHANGES AND AMENDMENTS

1. Except as provided in **Part Four, Scope of Services/Work to Be Performed, Section A**, herein, changes and amendments to the Scope of Services/Work to Be Performed by Contractor, and/or the requirements of AOC, may be made at any time with prior written agreement between the parties. Changes and amendments shall be treated as a modification(s) of this Agreement as provided herein, and shall be in writing and signed by the parties. This includes "out of scope work" as referenced in **Exhibit A**.
2. Requests for modification(s) must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reason(s) for the change. Requests for modifications must be submitted to the other party within thirty (30) calendar days or within a reasonable time.

PART FIVE COMPENSATION TERMS

A. COMPENSATION

1. Contractor shall receive compensation for furnishing all services, and for doing everything required pursuant to this Agreement.
2. AOC will pay Contractor, as full compensation for services rendered, including all costs and expenses associated therewith, the total amount not to exceed [AMOUNT], (\$000.00)] pursuant to the terms of this Agreement. The service cost is based upon the parties' estimate of [XX] hours of work to be charged at [\$000.00] per hour.
3. The AOC Project Manager, as directed by the State Court Administrator, may withhold ten percent (10%) or [AMOUNT] (\$000.00)] of the total service cost of the project until all services have been performed and have been approved by the AOC Project Manager.
4. AOC shall compensate Contractor for only those services which are satisfactorily performed.
5. Contractor shall not be compensated for work performed under this Agreement from any other source including the federal government or other clients.

B. REIMBURSABLE EXPENSES

1. Contractor will not incur any reimbursable expenses for this Agreement.

C. METHOD OF PAYMENT

1. Contractor shall submit an itemized invoice to the AOC Project Manager within thirty (30) calendar days of rendering services.
2. Once Contractor's services have been approved by the Project Manager, AOC shall pay Contractor within thirty (30) calendar days from the date of such approval.
3. If additional time is required for Contractor to complete the project, the parties may agree to extend this Agreement. In such a case, a written amendment shall be prepared setting forth the reasons for the change and to authorize the additional payment to Contractor. The amendment shall be completed and signed by the parties prior to Contractor working the additional hours.
4. If AOC objects to any portion of an invoice, AOC shall notify Contractor as to which items are in dispute within ten (10) business days of receipt of invoice. In the event that a dispute arises, the parties shall in good faith pursue dispute resolution as provided in **Part Ten, Dispute Resolution**, herein.

**PART SIX
RESPONSIBILITY OF THE PARTIES**

A. RESPONSIBILITY OF AOC

1. Contract and Project Administration. The AOC Project Manager shall be responsible for contract and project administration, including review of all services, and coordination of all meetings and responses to Contractor's inquiry.
2. Cooperation with Contractor. AOC agrees that its management and staff will cooperate in good faith with Contractor in the performance of services under this Agreement and will be available for consultation with Contractor at such reasonable times with advance notice in an effort to avoid conflict with their other responsibilities.
3. Data Request. Upon Contractor's request, AOC shall furnish and/or make available for examination or use by Contractor any available data relating to the project which is the subject of this Agreement.
4. Authority of Project Manager. The AOC Project Manager, or other designated representative, will be fully authorized to make decisions and to authorize timely payment of Contractor's invoices. The Project Manager will ensure that all necessary staff members are available, that all prerequisite tasks are completed, and that all necessary equipment is in place in order for scheduled on-site or off-site services to commence without delay.

B. RESPONSIBILITY OF CONTRACTOR

1. Engagement. Upon the terms and conditions of this Agreement, as herein stated, AOC hereby engages Contractor to provide the products and services described in this Agreement. Contractor accepts such engagement and agrees to faithfully and industriously provide all products and perform all services in accordance with this Agreement.
2. In connection with such engagement, Contractor specifically agrees as follows:
 - (a) Contractor shall devote sufficient time and effort to its responsibilities as are necessary or expedient for the successful accomplishment of its obligations hereunder.
 - (b) Contractor shall not render to others, nor allow any of its employees or subcontractors to render to others, any services of any kind, or engage in any other activity that would interfere with the performance of its obligations under this Agreement or compete in any way with AOC's or the Court's business.

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[XX ____]
[XX ____]

(c) Contractor shall keep full, complete, and accurate accounts and records, consistent with prudent business practices as appropriate in connection with the obligations under this Agreement. All such accounts and records shall be subject to review, inspection and/or audit by AOC at any time upon request.

(d) Contractor warrants that no person employed by the Supreme Court, the State of Nevada, or any governmental agency within the State of Nevada has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, resulting from the award of this contract.

3. Assignment/Delegation. This Agreement for services is based upon Contractor's unique expertise and experience. Contractor shall not assign, transfer or delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of AOC. Such action by Contractor without the written consent of AOC shall constitute a material breach of this Agreement.

4. Subcontractors. Contractor may use subcontractors to perform services as described in this Agreement so long as Contractor obtains prior approval from the AOC Project Manager. AOC's approval will not be unreasonably withheld. Whenever Contractor is authorized to use a subcontractor, all the terms of this Agreement shall be included in such assignment or subcontract.

5. Contractor's Project Team. Contractor and Contractor's Project Team were selected by AOC based upon their unique expertise and experience. Contractor shall not replace or substitute a member of the Project Team without the express written consent of the AOC Project Manager. Consent may be granted after review and approval of a new Project Team member's qualifications and references and/or based on additional information provided by Contractor.

6. Warranty Re Third Parties. Contractor represents and warrants that entering into this Agreement and the performance of services as provided herein does not contravene the terms of any other agreements with any third party(s). Contractor further warrants that delivery of the deliverables by Contractor as provided herein will not infringe upon any intellectual property rights owned or claimed by a third party

PART SEVEN INDEPENDENT CONTRACTOR STATUS

A. NRS PROVISIONS

1. The parties acknowledge that Contractor is an independent contractor pursuant to Nevada Revised Statutes 284.173, as amended. Contractor is not *"in the classified or unclassified service of the state, and has none of the rights or privileges available to officer or employees of the State of Nevada."* See NRS 284.173 Section 4. The statute specifically provides:

NRS 284.173, Section 3. (b) There must be no:

1. *Withholding of income taxes by the state;*
2. *Coverage for industrial insurance coverage provided by the State;*
3. *Participation in group insurance plans which may be available to employees of the State;*
4. *Participation or contributions by either the independent contractor or the state to public employees retirement system;*
5. *Accumulation of vacation leave or sick leave, or*
6. *Coverage for unemployment compensation coverage provided by the state if the requirements of NRS 612.085 for independent contractors are met.*

2. Contractor, by signing this Agreement, certifies that it is an independent contractor in accordance with the above referenced statutes.

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[XX ____]
[XX ____]

B. OTHER AGREEMENTS

1. Contractor has the right to perform service for others during the term of this Agreement. Contractor agrees that it shall not engage in any other activity that would interfere with its ability to perform the material obligations of this Agreement.
2. Contractor shall not be assigned a permanent work location on state/Court premises. However, Contractor may be provided with a temporary work location on state/Court premises during regular business hours.
3. Upon the approval of the AOC Project Manager, Contractor may perform services required by this Agreement at an alternative place, location or time.
4. Unless otherwise provided herein, Contractor will furnish all equipment and materials used to provide the services rendered by this Agreement.
5. Contractor agrees to the faithful performance and delivery of the described service in accordance with the time frames contained herein. AOC shall not hire, supervise or pay any assistants to help Contractor.
6. Contractor understands that he/she is solely responsible, individually, for federal taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by AOC for all payments received.
7. AOC shall not provide any insurance coverage of any kind for Contractor.

PART EIGHT INSURANCE REQUIREMENTS

A. GENERAL LIABILITY

1. During the course of this project, Contractor shall maintain in force the following insurance coverage:
 - Commercial general liability insurance coverage with a total liability limit of not less than five hundred thousand dollars (\$500,000.00) per occurrence.
 - Professional liability insurance/errors and omission coverage with a total liability of not less than five hundred thousand dollars (\$500,000.00) per occurrence.
2. Contractor shall provide proof of coverage to the Project Manager upon signing of this Agreement.
3. Upon request by the AOC Project Manager, Contractor shall add the AOC and the Court as an additional insured.

B. WORKER'S COMPENSATION

1. During the course of this project, Contractor shall maintain worker's compensation insurance as required by law and provide proof of same pursuant to NRS 616B.627.
2. If applicable, Contractor shall also require its subcontractors to maintain worker's compensation as specified above or provide coverage for each subcontractor's liability to its employees. The provisions here shall not be deemed to limit the liability or responsibility of Contractor or any of its subcontractors hereunder.

C. LAPSE OR CHANGE

1. Contractor shall immediately notify the Project Manager of any lapse or cancellation of insurance coverage. Contractor shall provide to the Project Manager written notice at least ten (10) days prior to any change in the insurance required herein.
2. Failure of Contractor to provide and maintain in force insurance as required herein shall be deemed a material breach of this Agreement.

**PART NINE
CONFIDENTIALITY, OWNERSHIP AND RECORDS**

A. CONFIDENTIALITY

1. In the performance of services under this Agreement or in contemplation of this Agreement, Contractor may gain access to information which is private or confidential to AOC, the Court, or to other persons or entities comprising the Judicial Branch.
2. Contractor acknowledges that disclosure of such private or confidential information may be damaging to AOC and/or the Court. All such information shall be held in confidence by Contractor and shall be used only in performance of this Agreement. The obligations of confidentiality will not apply to the extent that such private or confidential information:
 - (a) was already known to Contractor, other than under an obligation of confidentiality, at the time of disclosure to Contractor;
 - (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to Contractor;
 - (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of Contractor in breach of this Agreement;
 - (d) was disclosed to Contractor, other than under an obligation of confidentiality, by a third party;or
 - (e) is independently developed by Contractor without reference to confidential information.

B. LIMITATION ON DISSEMINATION/PUBLICATION OF WORK PRODUCT

1. Contractor shall not provide to any third person any document prepared in connection with his or her services pursuant to this Agreement without prior written consent from the AOC Project Manager.
2. Contractor shall not publish or submit for publication any article or other writing prepared in connection with his or her services pursuant to this Agreement without prior written consent from the AOC Project Manager.

C. OWNERSHIP IN PREEXISTING PROPERTY AND RESULTS

1. AOC retains all rights, title and interest, including any patent, design right, copyright, trademark, service mark, database right, trade secret, know-how and/or other present or future intellectual property rights, wherever in the world enjoyable, to all materials and automated files developed or owned by AOC prior to the effective date of this Agreement. No license, whether express or implied, is created by this Agreement or as a result of the work performed hereunder.

2. Contractor retains all rights, title and interest, including any patent, design right, copyright, trademark, service mark, database right, trade secret, know-how and/or other present or future intellectual property rights, wherever in the world enjoyable, to all materials and automated files developed or owned by Contractor prior to the effective date of this Agreement.

3. Any items created exclusively for AOC pursuant to this Agreement shall become the property of AOC. This includes the right to use and copyright, in whole or in part, all products produced pursuant to this Agreement.

4. Contractor acknowledges that the work product produced under this Agreement is the exclusive property of the AOC and shall not be used, reproduced or sold by Contractor without written permission from the AOC Program Manager and AOC Director.

5. Upon AOC's written request, Contractor shall provide AOC with all work product and/or materials or items created exclusively for AOC pursuant to this Agreement within thirty (30) days of the receipt of request.

D. RETENTION OF RECORDS

1. Contractor shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period of six (6) years. The six year retention period commences on the date of the submission of the final payment.

2. Records retention time will be extended when an audit is scheduled or in progress until after the audit is completed. Contractor shall provide reasonable protection for the records against fire or other damage.

E. RIGHT TO AUDIT

1. Contractor shall permit the authorized representatives of the AOC to inspect and/or audit, at any reasonable time, all data and records relating to performance and billing under this Agreement. All such information to be provided will be limited to information related to direct costs incurred in the performance of Contractor's obligation pursuant to this Agreement.

2. Any such audit shall be at AOC's expense, shall be conducted by an independent certified public accountant or by the AOC's own personnel. AOC shall provide at least thirty (30) days written notice to Contractor prior to conducting the audit. The audit shall be conducted at a reasonable time during business hours, and in such a manner as not to interfere with Contractor's normal business activities. In no event shall such audits be made more frequently than once per calendar year.

PART TEN DISPUTE RESOLUTION

A. OBLIGATION OF GOOD FAITH

1. AOC and Contractor shall, in good faith, attempt to resolve disputes through negotiations.

B. MEDIATION AND/OR ARBITRATION

1. If the parties are not able to informally resolve disputes which arise pursuant to this Agreement, they shall engage the services of a mutually agreed upon professional mediator. If mediation is unsuccessful and/or the parties are not able to resolve the dispute after 90 days following the commencement of the first mediation session, the parties shall proceed with binding arbitration through the American Arbitration Association (A.A.A.) prior to any claim being filed in a court of law.

2. Arbitration shall commence and be concluded as soon as practical, taking into consideration the applicable rules of arbitration as applied by A.A.A. The parties agree that A.A.A. shall appoint one (1) arbitrator.

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[XX ____]
[XX ____]

Any decision or award obtained through arbitration shall be in writing, final, binding upon the parties, and shall be enforceable in any court of competent jurisdiction.

3. Nothing contained herein shall preclude either party from pursuing an action for injunctive relief in any court of competent jurisdiction. Costs and expenses associated with mediation and/or arbitration shall be borne by both parties unless otherwise determined through the mediation and/or arbitration process.

4. Negotiations with a mutually agreed upon professional mediator and/or arbitration proceedings through A.A.A. shall be conducted in Carson City or the surrounding area, unless otherwise agreed.

PART ELEVEN TERMINATION OF AGREEMENT

A. TERMINATION WITHOUT CAUSE

1. The acceptance of the final payment by the Contractor shall serve to terminate this Agreement.

2. Notice to terminate without cause must be provided by one party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than five (5) business days from the date of mailing of the notice.

3. Upon termination without cause, AOC shall be responsible for compensation to Contractor for all services completed and furnished through point of termination and must be paid within thirty (30) calendar days of the effective date of termination. Upon receipt of the termination notice, Contractor shall promptly discontinue all services unless the notice specifies otherwise.

B. TERMINATION FOR CAUSE

1. AOC may terminate this Agreement and be relieved of any further payment of consideration due to Contractor in the event Contractor fails to perform the material obligations of this Agreement at the time and in the manner provided. Such failure shall constitute a material breach of this Agreement. Contractor shall be given the opportunity to cure as provided herein.

2. Contractor may terminate this Agreement for nonpayment by the AOC. In the event the Agreement is terminated by Contractor for nonpayment by the AOC, all sums due Contractor through the date of termination shall become due and payable within thirty (30) calendar days of receipt of notice of termination. AOC shall be given the opportunity to cure as provided herein.

3. Notice to terminate for cause must be provided by one party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than five (5) business days from the date of mailing of the notice.

C. BREACH; OPPORTUNITY TO CURE

1. Failure of either party to perform their obligation(s) hereunder shall constitute breach of this Agreement.

2. In the event of a material breach of the terms and obligations of this Agreement, the non-breaching party shall give written notice of such breach and the other party shall have fifteen (15) calendar days in which to cure such breach or default. If at the end of such fifteen (15) calendar day cure period, the default has been cured, this Agreement shall not be terminated. If at the end of such fifteen (15) calendar day cure period the breach or default has not been cured, the non-breaching party may, by written notice to the other parties, terminate this Agreement immediately.

3. If this Agreement is terminated for a material breach, AOC may proceed with the work in any manner it deems necessary and proper. In the event of Contractor's breach, the actual cost incurred by AOC to perform

this Agreement shall be deducted from any sum still due Contractor under this Agreement, and the balance, if any, shall be paid to Contractor within a reasonable time.

PART TWELVE CLAIMS

A. REMEDIES

1. In the event of breach or default of the terms this Agreement, the parties reserve any and all rights and remedies available to them at law or equity, except as specifically provided herein.

B. ATTORNEYS' FEES AND COSTS

1. The prevailing party in any action in a court of law to enforce this Agreement shall be entitled to recover, from the other party, their reasonable attorneys fees, including payment of all costs associated with such action(s).

C. LIMITATION OF LIABILITY OF AOC AND THE COURT

1. The total liability of the Nevada Supreme Court, AOC, and/or its members, directors, managers or employees, arising out of or related to this Agreement, from any cause or causes, and regardless of the legal theory, including breach of contract, warranty, negligence, strict liability, or statutory liability, shall not, in aggregate, exceed the amounts paid to Contractor under this Agreement.

D. WAIVER OF CONSEQUENTIAL DAMAGES

1. In no event will either party be liable to the other or any third party for any indirect, special, or consequential damages including, without limitation, any loss of income, loss of profits, loss of revenue, or loss of use of equipment or loss of use of data, even if the parties have been advised of the possibility of such damages, arising out of or in connection with this Agreement.

E. INDEMNIFICATION

1. Contractor shall indemnify, defend, save and hold harmless the Court, AOC and its members, officers, directors, managers, agents, and employees from any and all claims and losses accruing or resulting to any other contractors, subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, provided, such injuries to persons or damage to property are due to the negligence or intentional acts or omissions of Contractor in connection with 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 Contractor in the performance of this Agreement.

2. If the Court and/or AOC seeks indemnification, it shall (a) promptly notify the other party in writing of such claim, suit or proceeding, (b) give Contractor the right to control and direct investigation, preparation, defense and settlement of any claim or proceedings, and (c) give assistance and full cooperation for the defense of same.

3. The indemnifying party shall pay all resulting damages, costs, and expenses including attorney fees, finally awarded to a third party.

F. INFRINGEMENT CLAIMS

1. If a claim, suit or proceeding regarding infringement has occurred, or in Contractors opinion, is likely to occur, Contractor shall, at its election and expense, obtain for the AOC the right to continue use of such

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[XX ____]
[XX ____]

allegedly infringing item, replace this item with an item equivalent in function and performance, or modify the item so it is not infringing, or remove such item from this Agreement if it does not affect the ability of Contractor to perform the requirements of this Agreement.

2. Notwithstanding any other provisions hereof, the foregoing indemnity shall not apply with respect to any infringement based on AOC's activities occurring subsequent to its receipt of notice of any claimed infringement unless Contractor shall have given written permission to continue to use the allegedly infringing item.

PART THIRTEEN GENERAL PROVISIONS

A. CONTROLLING LAW

1. This Agreement shall be construed and interpreted according to the laws of the state of Nevada.

B. MODIFICATION

1. This Agreement constitutes the entire agreement of the parties. Any changes which materially affect the nature of this Agreement, including, but not limited to, an increase or decrease in the work to be performed by Contractor, or compensation to be paid, constitute a modification to its terms, and must be in writing and signed by the parties.

C. BINDING EFFECT

1. All covenants, terms, provisions, and agreements contained herein shall be binding upon, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

D. SEVERABILITY

1. 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.

E. FORCE MAJEURE

1. If the performance of this Agreement, or any obligation hereunder is prevented or delayed by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, regulation or the like of any governmental agency, or any other act or conditions beyond the reasonable control of the affected party, the party so affected, upon giving prompt written notice to the other party, shall be excused from performance, provided however that the affected party shall resume performance as soon as possible.

F. CIVIL RIGHTS ACT; ADA COMPLIANCE

1. The parties agree that all services rendered pursuant to this Agreement shall be provided in compliance with the Federal Civil Rights Act of 1964, and the Americans with Disability Act (ADA), as amended, and that no person shall be unlawfully denied service on the grounds of age, race, creed, color, sex, national origin, or handicap.

G. NONDISCRIMINATION

1. In connection with the performance of work under this Agreement, Contractor and its subcontractors shall not discriminate against any employee or offer for employment because of race, national origin, ancestry,

creed, color, sex, sexual orientation, marital status, religion, age, medical condition, disability or handicap condition (including AIDS and AIDS-related conditions).

2. This provision includes, but is not limited to, the following: employment; subcontracts; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and, selection for training, including apprenticeship. Non-discrimination notices must be posted to inform clients and employees of Contractor's and subcontractor's non-discrimination policies and practices. These paragraphs shall be included in all subcontracts.

H. DRUG FREE WORKPLACE

1. Contractor agrees to provide a drug-free workplace.

I. SURVIVAL

1. The following provisions shall survive termination or expiration of this Agreement: Part Nine (Confidentiality, Ownership and Records), Part Ten (Dispute Resolution), Part Twelve (Claims), and Part Thirteen (General Provisions).

J. WAIVER

1. 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 said provisions later.

K. TERMINOLOGY/HEADINGS

1. Whenever the context so requires herein, the masculine, feminine and neuter genders, and the singular and plural numbers, respectively, shall each include the others. As used in the Agreement: the term "and/or" as used herein means one or the other or both, or any one or all, or any combination of the things or persons in connection with which the words are used; the term "person" includes individuals, partnerships, corporations, limited liability companies and other entities of any kind or nature; and the terms "herein," "hereof," "hereunder," and similar terms refer to this Agreement in its entirety and are not limited to any specific provisions.

2. The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of any such paragraph nor in any way affect this Agreement.

L. ENTIRE AGREEMENT

1. This Agreement constitutes the entire agreement between the parties. No prior contemporaneous statement or representation, whether oral or written, has been relied upon by the parties except as expressly stated herein. No changes, amendments or alterations shall be effective unless reduced to writing and signed by the parties pursuant to Part Thirteen Section B herein.

M. ACKNOWLEDGEMENT

1. The parties acknowledge that they have fully reviewed and understand the terms and conditions of this Agreement, including all exhibits and documents incorporated therein.

N. ADDITIONAL TERMS AND CONDITIONS:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and intend to be legally bound thereby.

ADMINISTRATIVE OFFICE OF THE COURTS (AOC)

By: _____
RON R. TITUS
Director
Dated: _____

[CONTRACTOR NAME]

By: _____
[CONTRACTOR REPRESENTATIVE]
[TITLE]
Dated: _____

Sample ICA