EXHIBIT C

CONTRACT

Be it known that the Louisiana Supreme Court, Judicial Administrator's Office (hereinafter sometimes referred to as the "Court") and _____ (hereinafter sometimes referred to as the "Contractor"), do hereby enter into this contract (hereinafter sometimes referred to as the "Contract") under the following terms and conditions.

1.

Scope of Services

Contractor agrees to provide the following services:

2.

Terms of Payment

In consideration of the services described above, the Court hereby agrees to pay to the Contractor up to a maximum of $_____ during the contract period, [to be charged at the following rates]:

Any expenses, including but not limited to, travel, rent, meals, equipment, and other expenses are to be included within this maximum amount.

Every two weeks throughout the Contract period, the Contractor will submit an itemized invoice for services rendered, accompanied by a current written status report describing the work completed and current status of work in progress. The format of the invoices and status reports is subject to the Court's approval. Ninety-percent (90%) of the allowable payment amount for each invoice will be remitted to the Contractor upon approval of the invoice. The remaining ten-percent (10%) will be retained until written approval by the Court of all services required by the Contract, i.e., there will be a ten-percent (10%) holdback of each payment. The remaining retained funds will be paid to the Contractor upon successful implementation of the ERP System, as determined by the Court.

3.

Term of Contract

This Contract shall begin on _____ and shall terminate on_____, unless terminated sooner in accordance with the terms of this Contract.

4.

Termination for Cause

The Court may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the Court shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after the receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Court may, at its option, place Contractor in default and the Contract shall terminate on the date specified in such notice.

5.

Termination for Convenience

The Court may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactory.

6.

Termination for Loss or Reduction of Funding

In the event of notice of termination or reduction of funding, the Court reserves the right to terminate this Contract immediately. In the case of a reduction of funding, the Court reserves the right to renegotiate the terms and conditions of this Contract with Contractor.

7.

Legal Relationship

It is expressly understood by the Court and Contractor that the Contractor shall not be construed to be, and is not, an employee of the Court. Contractor shall provide services to the Court as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this contract. Contractor agrees to be solely responsible for the payment of any federal, state, social security, Medicare, local or other applicable taxes from the funds received under this Contract. The Contractor also accepts total responsibility for any liability protection or other insurances as required by law and this Contract. The Contractor further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits or other benefits usually associated with employment.

8.

Taxes

The Contractor agrees that the responsibility for payment of taxes from the funds thus received under this Contract shall be Contractor's obligation and identified under Federal tax identification number_____.

9.

Contractor-Furnished Resources

The Contractor agrees to provide the following Contract-related resources:

10.

Court-Furnished Resources

Any resources furnished to the Contractor by the Court shall be used by the Contractor only for the performance of this Contract. The Court agrees to provide the following Contract-related resources:

11.

Substitution of Key Personnel

Contractor's personnel assigned to perform this Contract ("Key Personnel") may not be replaced without the written consent of the Court, which consent shall not be unreasonably withheld or delayed provided an equally qualified replacement if offered. In the event that any of Contractor's Key Personnel become unavailable due to resignation, illness or other factors beyond Contractor's reasonable control, Contractor shall be responsible for providing an equally qualified replacement in time to avoid any delays in completing tasks; provided that, to the extent such assignment interferes with Key Personnel's ability to perform satisfactorily under the Contract, Contractor's assignment of Key Personnel to a project other than the project contemplated by this Contract is actionable and a material breach of this Contract. Contractor agrees to notify the Contract within five (5) working days of any personnel becoming unavailable.

12.

Insurance

Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as follows:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 001). "Claims Made" form is

unacceptable. The "occurrence form" shall not have a "sunset clause".

2. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability

$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Workers Compensation and Employers Liability

Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Court. At the option of the Court, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Louisiana Supreme Court, its officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Coverages

a. The Louisiana Supreme Court, its officials, employees, and volunteers are to be added as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Louisiana Supreme Court, its officers, officials, employees or volunteers.

b. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Louisiana Supreme Court, its officers, officials, employees or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

a. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Louisiana Supreme Court, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Court.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Court.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived by the Court for workers' compensation coverage only.

F. Verification of Coverage

Contractor shall furnish the Court with certificates of insurance effecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Court before work commences. The Court reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Automobile Liability Insurance

To the extent any automobiles are utilized in the execution of this Contract, Contractor shall require any agents, representatives, employees or subcontractors utilizing an automobile in the execution of this Contract to maintain adequate automobile liability insurance.

13.

Indemnification

Contractor shall indemnify, defend and hold the Court harmless from and against any and all damages, liabilities, costs, expenses, claims and/or judgments that Contractor or the Court may incur, including reasonable attorney’s fees, arising from or committed in the course of performing Contractor’s services, duties and responsibilities pursuant to this Contract.

14.

Independence from Software Vendor

Contractor certifies that it is independent of the software vendor implementing the ERP system and agrees to remain independent of said vendor for the duration of the Contract. Any implicit or explicit economic involvement with said vendor, via contract or otherwise, will constitute grounds for termination of the Contract.

15.

Security

Contractor's personnel will comply with all security regulations in effect at the Court premises (or other premises of the State of Louisiana), and externally, for materials and property belonging to Court or the State of Louisiana or related to the services provided pursuant to this Contract. Contractor is responsible for promptly reporting to the Court any known breach of security.

16.

Confidentiality

Unless, and only to the extent that, the Court excepts, in writing, information or materials from the following requirements, all personnel, statistical, financial, technical and any other data, information or materials relating to the Court's operation and its constituents (collectively "Sensitive Information") which are designated confidential by the Court (as well as any such Sensitive Information which, even if not marked or expressly designated as confidential is, from the manner in which such Sensitive Information is maintained or disclosed, would be considered confidential by a reasonably prudent person) and made available to Contractor in carrying out this Contract (even if such was made available to Contractor prior to the beginning of the term of the Contract) or which becomes available to Contractor in carrying out this Contract (again, even if made available to Contractor prior to the beginning of the term of the Contract), is considered made available to Contractor in trust and confidence and shall be protected and maintained by Contractor from unauthorized use and disclosure through at least the same or more effective procedural requirements as are applicable to the Court (and in no case shall Contractor

employ less than a standard of diligent and trusted care in protecting and maintaining the confidentiality of said Sensitive Information; and, in no case shall Contractor employ less than the same standard of care used by Contractor to protect Contractor's information or materials of like sensitivity or confidentiality). Contractor shall promptly and strictly adhere to any written procedural requirements for the protection and maintenance of such Sensitive Information as of the day such written procedural requirements are provided by Court to Contractor; provided, that the Court has no obligation to provide to Contractor any written or verbal description of such procedural requirements and, to be clear, Contractor shall protect and maintain the Sensitive Information in accordance with the highest standard of protection and maintenance imposed by the other provisions of this Section. Contractor shall not be required under the provisions of this Section to keep confidential any Sensitive Information to the extent such Sensitive Information becomes publicly available without any breach of this Contract by Contractor, is independently developed by Contractor outside the scope of this Contract using personnel who had not had access to the Sensitive Information, or is rightly obtained from third parties who have no obligation of confidentiality or nondisclosure to the Court or its constituents.

17.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by the Court shall remain the property of the Court, and shall be returned by Contractor to the Court, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the Court, and shall, upon request, be returned by Contractor to the Court, at Contractor's expense, at termination or expiration of this contract.

18.

Records Retention

Contractor agrees to retain all books, records, and other documents relevant to this contract and the funds expended hereunder for at least three years after final payment.

19.

Right to Audit

The Contractor agrees that the Court, the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration (as well as other federal or state governmental entities or agencies with jurisdiction, whether due to funding, grants, statute, court order or otherwise), as well as the employees, auditors, consultants or other agents of any of the forgoing, have the right, one or more times, to audit, examine, inspect, review, copy and take excerpts and transcriptions of all accounts and other books, documents, papers and records of Contractor (and its assignees, contractors and subcontractors) which relate to this Contract.

20.

Non-Discrimination

Contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Contractor, or failure to comply with these obligations when applicable shall be grounds for termination of this contract.

21.

Force Majeure

Neither party shall be liable to the other for any failure or delay in performance under this Contract due to circumstances beyond the party's reasonable control, including: acts of God; acts of war; accidents; the acts, omissions or defaults or a third party; and judicial action not the fault of the party failing or delaying performance.

22.

Choice of Law

This Contract shall be governed by the laws of the State of Louisiana. Contractor agrees to comply with any and all State or Federal regulations and laws governing the funds associated with this Contract.

23.

Assignment

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation), without prior written consent of the Court, provided however, that claims for money due or which may become due to the Contractor from the Court may be assigned to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Court.

24.

Amendments

Any amendments, variations, modifications, or waivers of provisions of this Contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Contract. No amendment to this Contract shall be valid until it has been executed by the Court or another designated authority of the Court and the Contractor.

25.

Severability

In the event any term or portion of this Contract is found to be unenforceable or void either in whole or in part, then the offending term shall be construed to be invalid and severable to the extent permitted by law and the balance of the Contract shall remain in force and effect.

26.

Waivers

A waiver by either party to this Contract or a breach of Contract does not constitute a waiver of other conditions or subsequent breaches. Any waiver of any of the provisions herein is ineffective unless reduced to writing and signed by the parties.

27.

Notice

Any notice required to Contractor shall be delivered as follows:

Any notice required to the Court shall be delivered as follows:

Hugh M. Collins, Ph.D
Office of the Judicial Administrator
400 Royal St., Suite 1190
New Orleans, LA 70130-8101

AS HEREBY AGREED TO BY:

For the Court: **For Contractor:**

Signature	Signature
Printed Name and Title	Printed Name and Title
Date	Date