INDEPENDENT CONTRACTOR INTERPRETER AGREEMENT

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AGREEMENT NUMBER
_____

1. In this agreement (the "Agreement"), the term "Contractor" refers to _____, and the term "Court" refers to the **Superior Court of California, County of** _____.

2. This Agreement becomes effective as of _____, (the "Effective Date") and expires on _____.

3. This Agreement incorporates and the parties agree to the provisions on this coversheet and those on the Other Provisions and on the Appendix pages that follow it, all of which bear the header labeled "INDEPENDENT CONTRACTOR INTERPRETER AGREEMENT." This Agreement contains the entire understanding between the parties related to its subject matter and extinguishes all prior relevant agreements, negotiations, drafts, understandings, and discussions. Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in a written amendment signed by Court's authorized representative and expressly made part of this Agreement ("Amendment"). This Coversheet, the Other Provisions section, the Appendix, Service Requests accepted by Contractor, any Amendment(s), and the *Payment Policies for Independent Contractor Interpreters*, which is incorporated herein by reference, are the only parts of this Agreement.

4. Contractor will perform the following services ("Services"), and deliver the following work product ("Work Product"):

Description of Services	Contractor will provide consecutive and/or simultaneous interpreting and sight translation for all types of court proceedings and/or events and/or document translation services at the interpretation level indicated below in the checked boxes as authorized and further described by Court in writing (including, without limitation, by email) from Court's Authorized Representative(s) as indicated in section 5 immediately below ("Service Request(s)"). All Service Requests accepted by Contractor in writing (including, without limitation, by email) are incorporated into and form part of this Agreement. _____ language **[ ]** Certified **[ ]** Noncertified **[ ]** Registered **[ ]** Nonregistered **[ ]** Provisionally qualified; _____ language **[ ]** Certified **[ ]** Noncertified **[ ]** Registered **[ ]** Nonregistered **[ ]** Provisionally qualified; _____ language **[ ]** Certified **[ ]** Noncertified **[ ]** Registered **[ ]** Nonregistered **[ ]** Provisionally qualified; **[ ]** Video Remote Interpreting ("VRI")

5. The Court's Authorized Representative(s) for purposes of this Agreement is/are: _____

6. The rates Contractor invoices Court shall not exceed, and are capped by law to, those shown below. Any demand by Contractor for a rate exceeding any shown below shall render Contractor "unavailable" for service within the meaning of California Rules of Court, rule 2.893(e).

Service	Certified/Registered*	Non-Certified/Non-registered
Half Day	$ 349.00	$305.00
Full Day	$ 617.00	$540.00
Hourly	$ 87.00	$76.00
Travel Time*	Hourly Rate	Hourly Rate
Mileage	IRS Rate	IRS Rate

*Changes in the standard federal Half-Day and/or Full-Day and/or hourly rates, and/or in the IRS mileage rate, supersede any otherwise-stated rate in this Agreement.

* Travel time compensation must comply with the applicable provisions below.

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OTHER PROVISIONS

Background Checks: Contractor shall cooperate with Court in connection with any background checks Court elects to conduct on Contractor or its employees or subcontractors. Contractor shall not assign to the Services any personnel who refuse to undergo a background check and shall promptly notify Court if any such refusal occurs and assign replacement personnel. Court may decline to execute this Agreement or terminate it at any time if the results of a background check on Contractor or any of its employees or subcontractors are unacceptable to Court.

Contractor Certification of Independent Contractor Status and of Non-Employment by Another Court: Contractor certifies that Contractor is engaged as an independent contractor and is not employed as an employee by any other court at the time of entering into this Agreement. Contractor agrees to immediately notify Court in writing if, at any time during the term of this Agreement, Contractor accepts employment as an employee with another court. Contractor acknowledges and agrees that this certification does not create an employment relationship with Court, and Contractor remains solely responsible for all taxes, insurance coverages, and other obligations associated with Contractor's independent business activities. Nothing in this agreement prevents or restricts Contractor's ability to serve as an independent contractor providing services to other courts so long as such services create no conflict of interest.

Travel Time Compensation: If Contractor is required to drive to perform contracted Services, Contractor shall maintain a current and valid driver's license. If Contractor is traveling within 50 miles of their home or office, no travel time reimbursement or hotel expense will be paid. If Contractor is traveling 50 or more miles from Contractor's home or office, travel time reimbursement will be paid only if travel occurs outside of the contracted time for services. Travel time reimbursement will be paid at the hourly rate stated in this Agreement, with travel time rounded to the nearest quarter hour.

Mileage Reimbursement: Eligible, authorized mileage claimed for reimbursement must be based on the shortest travel distance, either from Contractor's home/personal office or from another court facility if Contractor is working in person at another court on the same day.

Expenses: Eligible transportation, lodging, meal, and incidental expenses must adhere to, and may not exceed, the limits stated in the Judicial Council Travel and Expense Reimbursement Guidelines (Contractors) and must be authorized in a Service Request. Court will not pay travel expenses, other than mileage, that are not specifically authorized in a Service Request. To be reimbursed for any such expenses, Contractor must submit to Court, with Contractor's invoice, copies of zero-balance receipts for any such expenses. Contractor shall make all necessary travel reservations, and all travel expenses are subject to review and approval by Court before any are incurred. Any changes made to the travel plan authorized in a Service Request must be approved in writing by Court.

Services are Exclusive to Court Unless Otherwise Authorized: Contractor will, for the entire period specified in the relevant Service Request, be available to Court for Services and will either (a) physically remain in the location where Contractor has been assigned to perform Services, or (b) remain available to perform VRI services from a designated location. Court may at its option schedule, and Contractor shall provide, interpreting services either via VRI or in-person using a Court-designated platform and location**.**
Offset: If Contractor provides services to another court during the same Half-Day or Full-Day as contracted with Court to perform Services for Court, Contractor shall credit Court for the portion of the Half-Day or Full-Day spent serving the other court. This credit shall be waived if Contractor certifies in their invoice that they did not charge the other court for those services.
Example: If Contractor is providing services to Court for a morning session and spends one hour of that morning providing remote services to another court for an additional fee, Contractor shall reduce the final bill to Court by 25%, reflecting the one hour spent supporting the other court.

Invoicing: Contractor shall submit invoices identifying the relevant case number, case name, and date of service(s) to Court in arrears no more than thirty (30) days after performing Services or delivering Work Product. Court will pay each correct, itemized invoice received from Contractor after Court's acceptance of the applicable Services in accordance with the terms of this Agreement.

Cancellations: If Court provides Contractor with less than twenty-four (24) hours' notice of a cancellation of a scheduled service date in an accepted Service Request, Contractor is entitled to the contracted rate as scheduled, i.e., the Half-Day or Full-Day per diem scheduled or a reasonable estimate of the total fee the Court would have paid for an hourly engagement. If Contractor must travel more than one hundred (100) miles and has a planned overnight stay and Court cancels Services with less than forty-eight (48) hours' notice, Contractor is only entitled to the Half-Day or Full-Day per diem as scheduled. Contractor must provide Court with at least two full business days' notice of any unavailability to fulfill a Service Request. Any failure to provide the required notice may result in the consequences shown below (see **Consequences of Improper Practices**).

Late or Tardy Appearance: If reasonable circumstances arise that will or may cause Contractor to be late for an assignment, Contractor shall provide at least one hour's notice to Court that Contractor will be late. It will be in Court's discretion to determine if the late appearance can reasonably be accommodated. If it cannot be accommodated, Contractor will be deemed to have failed to appear and will not be paid for services. (See **Consequences of Improper Practices**).

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Termination: Court may terminate all or part of this Agreement for convenience at any time by giving written notice to Contractor. If Court terminates this Agreement for convenience, Court's liability will be the reasonable price for the Services rendered or obligated prior to termination, which shall be the applicable rate specified in this Agreement, including in any applicable Service Request. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow Court's directions as to work in progress and the delivery of completed or partially completed Work Product.

Consequences of Improper Practices: Contractor will appear as scheduled to perform contracted Services and will submit timely and accurate itemized invoices reflecting only the actual work performed, the actual time expended charged at the applicable billing rate, zero-balance receipts for authorized expenses, and only the actual authorized mileage incurred.

Non-payment: Any failure by Contractor to appear as scheduled to perform contracted Services forfeits Contractor's right to payment for the scheduled Services.

Ethical breaches and Violations of Law: Contractor shall adhere to all legal and ethical requirements governing interpreters and contractors in California courts, including those stated in rule 2.890 of the California Rules of Court and the Professional Standards and Ethics for California Court Interpreters. Any violation of such requirements is grounds for Court's potential referral of Contractor for revocation of Contractor's interpreter's credential and may result in Contractor's being barred from working in courts and from recertifying or reinstating Contractor's credential.

Designation as "Unavailable" under Rule 2.893(e): Court may (a) deem Contractor to be **permanently** "unavailable" for interpreting services within the meaning of California Rules of Court, rule 2.893(e) and (b) terminate this Agreement, if, without limitation, any of the following circumstances occurs: (1) on more than one occasion Contractor has failed to appear to perform contracted Services without two full business days prior written notice to Court's Authorized Representative, (2) on at least one occasion Contractor has invoiced Court for Services for a block or period of time for which Contractor has also invoiced any other court, (3) on at least one occasion Contractor has otherwise falsified on an invoice their time or work performed, and/or mileage or expenses incurred, as part of Contractor's contracted Services for the Court or any other court, or (4) any acts deemed to be substantive violations of professional, legal, licensure, and/or business ethics or legal requirements.

COURT'S SIGNATURE	**CONTRACTOR'S SIGNATURE**
Superior Court of California **County of** _____	CONTRACTOR'S NAME *{if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*
BY *{Authorized Signature)* ✍	BY *{Authorized Signature)* ✍
DATE EXECUTED	DATE EXECUTED
ADDRESS	ADDRESS

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APPENDIX

A. PERFORMANCE AND DELIVERY. Contractor will perform the Services and deliver all Work Product as specified in this Agreement. Time is of the essence in Contractor's performance of Services and delivery of Work Product.

B. ACCEPTANCE. All Services and Work Product are subject to written acceptance by Court. Court may reject any Services or Work Product that (i) fail to meet acceptance criteria, including timeliness, completeness and accuracy, or (ii) are not as warranted. Payment by the Court does not signify acceptance of the Services or Work Product.

C. INTELLECTUAL PROPERTY. Contractor irrevocably assigns to the Court all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Court retains all intellectual property rights in any materials it provides to Contractor (the "Court Materials"). Contractor will hold the Court Materials in trust and confidence. Contractor will use the Court Materials solely for performing Services and creating Work Product under this Agreement.

D. INVOICES, PAYMENT AND SETOFF. After Court has accepted Services and Work Product, Contractor will submit to Court's Authorized Representative an itemized invoice in the format requested by the Court for the accepted Services and Work Product. If requested, contractor will promptly correct any inaccuracy and resubmit the invoice. If Court rejects any Services or Work Product after payment to Contractor, Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of Court's request. Unless Contractor is a governmental entity, Court will take no action on invoices submitted before Contractor has completed Court's standard payee data record form, which Contractor may obtain from Court. Contractor must include with any request for reimbursement from Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote, or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

E. WARRANTIES. Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations, including California Rules of Court, rule 2.890. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by Court, and (iv) comply with the requirements of this Agreement.

F. AUDIT RIGHTS. Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time Contractor is required to retain these records, Contractor will make them available to Court, the State Auditor, or their representatives during normal business hours for inspection and copying.

G. INDEMNITY. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE SERVICES OR WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT.THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF COURT.

H. INSURANCE.

1. General Requirements.

- By requiring the minimum insurance set forth in this Agreement, Court shall not be deemed or construed to have assessed the risks potentially applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverage.
- The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits applicable to a given loss shall be available to Court. Court may, in its sole discretion, accept self-insurance or risk-pool coverage as a substitute for any of the required insurance policies under this Agreement. No representation is made by Court that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.
- Contractor shall obtain and maintain the required insurance for the duration of this Agreement with an insurer acceptable to Court, in its sole discretion, and that are rated "A-VII" or higher by A. M. Best's key rating guide and are authorized to do business in the state of California.
- For all insurance policies required under this Agreement, no deductible shall exceed five (5) percent of the minimum limit of insurance required under this Agreement unless authorized in writing by Court. Any Contractor deductible must be clearly stated on the appropriate certificate of insurance.
- Self-Insured retentions (SIR) must be declared to and approved in writing by Court. Court may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Court. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to Court. Court may deduct from any amounts otherwise due Contractor to fund the SIR. Policies shall NOT contain any SIR provisions that limit the satisfaction of the SIR to the named insured. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR. Court reserves the right to obtain a copy of any policies and endorsements for verification.
- Contractor is responsible for, and may not recover from the State of California or Court, any deductible or self-insured retention that is connected to the insurance required under this Agreement. If self-insured, Contractor warrants it will maintain funds to cover losses required to be insured against by Contractor under the terms of this Agreement.
- Contractor, prior to commencement of Services, shall provide Court with certificates of insurance and signed insurance policy endorsements, on forms acceptable to Court, as evidence that the required insurance is in full force and effect. The insurance required under this Agreement, and any excess liability or umbrella liability insurance, that Contractor maintains in compliance with the terms of this "General Requirements" subsection (with the exception of Professional Liability Insurance, if required) must be endorsed to include State of California and Court. No payments will be made to Contractor until all required current and complete certificates of insurance and signed insurance policy endorsements are properly endorsed and on file with Court.
- The insurance required under this Agreement, including all required additional insured coverages, must be endorsed to be primary and non-contributory to any insurance or self-insurance maintained by the State of California or Court. Contractor's liabilities under this Agreement shall not be limited in any manner to the insurance coverage required.
- Failure to provide the documentation as required prior to the commencement of Services shall not constitute or be construed as a waiver of the obligation to provide such documentation.
- The Certificates of Insurance must be addressed and mailed to:

  Court contact

  Address

  Telephone

  Email
- Renewal Certificates of Insurance may also be emailed to:

  Court email for renewal certificates of insurance
- All insurance policies required under this Agreement must remain in force for the entire duration of this Agreement. If any coverage expires during the term of this Agreement, Contractor shall immediately renew or replace the required insurance and provide a new current certificate of insurance and signed insurance policy endorsement(s), or Contractor will be in breach of this Agreement, and Court may direct Contractor to stop work or may take other remedial action. Contractor must provide renewal insurance

certificates and signed policy endorsements to Court on or before the expiration date of the previous insurance certificates and signed policy endorsements. Any new insurance procured by Contractor must conform to the requirements of this Agreement.

- In the event Contractor fails to keep specified insurance coverage in force at all times required under this Agreement, Court may, in addition to and without limiting any other remedies available to it, (i) order the Contractor to stop work, or (ii) terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- Contractor, and each insurer providing insurance required under this Agreement, expressly waives all rights of recovery and subrogation rights it may have against the State of California, the Court, and their respective elected and appointed officials, judicial officers, officers, employees, and agents for direct physical loss or damage to the Services, and for any liability arising out of or in connection with the Services performed by Contractor under this Agreement or arising out of or in connection with Contractor's breach of this Agreement. This provision does not apply to professional liability insurance policies.
- Contractor shall provide Court with written notice within TEN (10) calendar days of becoming aware of a material change or cancellation of the insurance policies required under this Agreement. In the event of expiration or cancellation of any insurance policy, Contractor shall immediately notify Court.
- Court reserves the right to request certified copies of any of the insurance policies required under this Agreement, which must be provided by Contractor within TEN (10) business days following the request by Court.
- Contractor must require insurance from its subcontractors in substantially the same form as required of the Contractor herein and with limits of liability that are sufficient to protect the interests of the Contractor, the State of California, and Court.

2. Individual Policy Requirements.

- **Commercial General Liability**

  Commercial General Liability Insurance shall be written on an occurrence form with limits of not less than $1,000,000) per occurrence for bodily injury and property damage and $2,000,000 annual aggregate. The policy shall include coverage for liabilities arising out of or in connection with premises, operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made or suit is brought. The products and completed liability shall extend for not less than three (3) years past the completion of the Services or the termination of this Agreement, whichever occurs first.

- **Commercial Automobile Liability**

  Commercial Automobile Liability Insurance shall have limits of not less than $1,000,000 per accident. This insurance must cover liability arising out of or in connection with the operation, use, loading, or unloading of a motor vehicle assigned to or used in connection with the Services including, without limitation, owned, hired, and non-owned motor vehicles.

- **Workers' Compensation & Employers' Liability Insurance**

  If Contractor has employees, it shall maintain workers' compensation insurance as required by law. Employer's liability limits shall be not less than $1,000,000 for each accident, $1,000,000 as the aggregate disease policy limit, and $1,000,000 as the disease limit for each employee. If Contractor does not have employees, it shall provide a letter, on company letterhead, to Court certifying, under penalty of perjury, that it does not have employees. Upon Court's receipt of the letter, Contractor shall not be required to maintain workers' compensation insurance.

- **Professional Liability Insurance**

  Professional Liability Insurance shall include coverage for any negligent act, error, or omission committed or alleged to have been committed which arises out of rendering or failure to render the Services provided under the terms of this Agreement. The policy shall provide limits of not less than $1,000,000 per claim or per occurrence and $2,000,000 annual aggregate. If the policy is written on a "claims made" form, Contractor shall continue such 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 Services which is the subject of this Agreement. The retroactive date or "prior acts inclusion date" of any such "claims made" policy must be no later than the date that Services commences pursuant to the Agreement.

- **Umbrella Policies**

  Contractor may satisfy basic coverage limits through any combination of primary, excess, or umbrella insurance.

I. **REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code §§ 16645-49, and Government Code §§ 68560-68566; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

J. **MISCELLANEOUS.** ***GAAP*****:** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. ***Independent Contractor*****:** Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of Court. ***No assignment:*** Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. ***California law*****:** California law, without regard to its choice-of-law provisions, governs this Agreement. ***"Including"*****:** In this Agreement, "including" means "including but not limited to." ***Dispute resolution*****:** The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. ***Personal jurisdiction and venue:*** Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in the court located in the county in which the dispute originated, which will be the sole venue for any such action. ***Severability*****:** If any part of this Agreement is held unenforceable, all other parts remain enforceable. ***Headings*****:** All headings are for reference purposes only and do not affect the interpretation of this Agreement. ***Waiver of enforcement*****:** A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. ***Publicity*****:** Contractor may not make a public announcement or issue any press release or other writing related to this Agreement, the Services, or any Work Product without first obtaining Court's prior written approval, which may be denied for any or no reason.