



SERVICES AGREEMENT & STATEMENT OF WORK

This Services Agreement (the "Agreement") is entered into between Berlitz Languages, Inc., a New York corporation ("Berlitz"), and City of Irvine, CA ("Client"), and shall be effective as of April 1, 2025, with an expiration date of April 1, 2027.

Whereas, Client wishes to retain Berlitz to provide certain language assessment services to Client and Berlitz is willing to provide such services in accordance with the terms hereof;

NOW THEREFORE, the parties mutually agree as follows:

I. GENERAL STATEMENT OF WORK

Berlitz will provide to Client the professional training services described in one or more Statements of Work, each to be attached hereto and made a part hereof as an Exhibit A-"X" to this Agreement (where "X" designates the next integer in the sequence starting with the number 1) (the "Services" and the "Deliverables", collectively the "Work"). As mutually agreed by Berlitz and Client, any Statement of Work may be amended in writing from time to time (and shall be marked as "Amended" and attached hereto).

II. INDEPENDENT CONTRACTOR RELATIONSHIP

Berlitz's relationship to Client in the performance of this Agreement is that of an independent contractor. Any personnel of Berlitz performing the Services under this Agreement ("Berlitz Personnel") shall at all times be under Berlitz's exclusive direction and control. Nothing contained herein shall be deemed to create the relationship of employer-employee, partners, joint ventures, or principals and agent. Berlitz shall in no event represent itself to third persons as acting on behalf of, or serving as the agent of, Client and shall have no power to bind (or impose any obligations on) any third parties on behalf of or in the name of Client.

III. PROPRIETARY INFORMATION

1. Both parties agree that the Services may include the exchange of information of a proprietary nature to Client and to Berlitz ("Confidential Information"). Each party shall receive such knowledge and information in confidence and shall not, except as authorized in writing by the party who owns the information, publish or disclose or authorize any other party to publish, disclose or make use of such information or knowledge shall have ceased to be confidential and/or proprietary as evidenced by general public knowledge.
2. Confidential information does not include any information which 1) is already in the public domain or which becomes available to the public through no breach of confidentiality by the recipient; 2) was lawfully in recipient's possession on a non-confidential basis prior to receipt from the discloser; 3) is received by recipient independently on a non-confidential basis from a third party free to lawfully disclose such information to the recipient; or 4) is independently developed by recipient without use of the discloser's

confidential information. The release of confidential information by the receiving party to satisfy the requirements of any applicable laws shall not be a breach of this Agreement.

IV. TERM AND TERMINATION

1. The term of this Agreement commences on the Effective Date set forth above and remains in effect unless either party terminates as set forth in this section.
2. Either party may, at any time, upon thirty (30) days' prior written notice to the non-terminating party, terminate this Agreement for any reason or no reason.
3. CLIENT may, by written notice to Berlitz, immediately terminate this Agreement for cause in any of the following circumstances:
 - (a) Berlitz materially breaches any obligation hereunder and does not cure such breach within sixty (60) days of written notice of breach from Client; or
 - (b) (i) Berlitz is adjudged insolvent or bankrupt; (ii) proceedings are instituted by or against Berlitz seeking relief, reorganization or arrangement under any laws relating to insolvency; (iii) Berlitz makes an assignment for the benefit of creditors; (iv) there is an appointment of a receiver, liquidator or trustee of any of Berlitz' property or assets, or (v) upon liquidation, dissolution or winding up of Berlitz' business.
4. Berlitz may, by written notice to Client, immediately terminate this Agreement if Client breaches any of its material obligations under this Agreement, which breach is not cured within sixty (60) days following receipt of notice of breach from Berlitz.
5. The termination of this Agreement shall serve to terminate all Statements of Work existing as of the termination date. Unless otherwise provided, termination or expiration of any Statement of Work, shall not operate to terminate this Agreement or any other Statement of Work. Promptly after termination, Berlitz shall wind up its Work in a commercially reasonable manner. Upon termination for any reason, Client will pay Berlitz any fees due and owing hereunder and Client will not be granted a refund of any pre-paid fees or charges regardless of Berlitz's receipt of required written notice under this section. Any cancellation and rescheduling policies set forth in any Statement of Work and/or schedule or exhibit incorporated by reference shall also apply.

A. Language Testing Services

1. Berlitz shall provide language proficiency assessments and evaluation services for those of CLIENT's employees, potential employees, service providers or employees of any of CLIENT's affiliates or service providers, designated and identified to Berlitz by CLIENT or its affiliates in writing ("Examinee"), of the type and on the dates scheduled by CLIENT. Scoring for the assessments shall be in accordance with the scale outlined in **Exhibit B -The Common European Framework (CEF) Scale**.

Simulated Oral Proficiency Interview (SOPI)

1. The Berlitz Simulated Oral Proficiency Interview (SOPI) is a language proficiency test that accurately measures the oral communicative ability of examinees through an online computer-based platform. This speaking test combines the efficiency and reliability of computer-based administration with the validity of human scoring. The SOPI consists of six

situations where the examinee speaks to a native speaker of the target language. In each situation, the examinee reads and listens to a description of the situation and sees a picture of the person or people to whom he or she will speak. The examinee is then given 15 to 40 seconds to plan his or her response, and 30 to 90 seconds to respond. After the examinee hears the native speaker say something, he or she begins to record the response. The SOPI is scored by trained human raters who are native speakers of the target language. The examinee receives a score on the Common European Framework of Reference (CEFR).

2. Each rater undergoes training on the CEFR scale and on how to evaluate responses to each situation on the CEFR scale. The SOPI has been found, through multiple published research studies, to correlate highly with the results that are obtained in a person-to-person oral proficiency interview. Reliability refers to the accuracy and consistency of scores where two or more SOPIs are taken by the same examinee and then scored by different raters. All published studies of the SOPI have shown high reliability. The situations on the SOPI are carefully constructed to provide just the kind of response that shows a learner's true proficiency level.
3. The fact that the speech sample is collected on the computer makes the test more cost effective, since the rater does not have to elicit the speech sample before scoring it. Turn-around time for results is up to 24 hours for English, and up to 3 days for all other languages. Test status, results, and reports are available in real time via an online portal.

Writing Proficiency Exam (WPE)

1. The Berlitz Writing Proficiency Exam (WPE) is a 60-minute assessment of writing skills. This test can be activated in any language and is intended to be used by global organizations, companies, and government agencies in their recruitment, staff training, and benchmarking efforts. The examinee receives a score on the Common European Framework of Reference (CEFR). Each rater undergoes a minimum of 50 hours of initial training and ongoing quarterly refresher trainings on the CEFR scale and on how to evaluate responses to each prompt on the CEFR scale. Berlitz raters are university educated and native fluent in the language they are assessing. After their initial 50-hour training, Berlitz raters are mentored by a senior rater, and participate in maintenance trainings every 3 months. The WPE consists of 3 prompts that were chosen based upon research as the most relevant and authentic in a general professional context.
2. For languages other than English, examinees will be given access to a virtual keyboard that includes language specific letters, punctuation, or characters associated with that language. Examinees will be assessed based on the following:
3. Task Fulfillment – The examinee's understanding of a given input and their ability to meet the content requirements of the response including the ability to use a style appropriate to the audience.
4. Idea Organization – The examinee's ability to organize text using cohesive devices and to plan text following a conventional structure, including an introduction, body, and conclusion. Also assessed will be an examinee's ability to group and present ideas with supporting information.

Berlitz Test of Listening and Reading (BTLR)

The online test can be accessed from any computer with an Internet connection. The test lasts between 60 and 90 minutes, depending on how quickly the questions are answered. The results, which are based on the Common European Framework (CEF) for languages, are sent by email to you and anyone else you specify immediately upon completion of the test.

Available Languages: English, French, Italian, German, Spanish, Portuguese.

2. Berlitz shall provide test results as follows: (see [Exhibit B - Sample Score Sheet](#))

SCHEDULING

SCHEDULING

1. BTLR, SOPI & WPE Test will be available for use via internet link, with 24/7 access. No scheduling is required. Results for SOPI & WPE test are typically available within 72 hours or less.

COMPENSATION

CLIENT will pay Berlitz in accordance to [Exhibit A- Language Proficiency Testing Fees in the USA](#).

V. MATERIAL OWNERSHIP

1. It is expressly understood and agreed that as of the date hereof there is no intention by Client or Berlitz that any work product be developed or created by Berlitz in the course of Berlitz's provision of Work that is the subject of this Agreement. Nor shall the Work hereunder constitute a "work made for hire" under the U.S. Copyright Act of 1976 or other similar international, federal, state or local law or judicial decision. Any and all reports, documents, materials, ideas, concepts, processes, procedures, techniques, methods, know-how, show-how, learning tool or aids, academic courses or portion(s) thereof, discoveries, inventions, specifications, plans, notes, diagrams, drawings, designs, pictures, images, text, audiovisual works, data, information and other items, expressions, or work of any kind that is authored, produced, created, conceived, collected, developed, discovered or made by Berlitz in the performance of this Agreement or which derive from, evolve from or result from any Services performed by Berlitz in connection with this Agreement, and any expression or physical embodiment thereof, including, without limitation, any sound or visual recording, multimedia presentation, other composition of matter, plan, or record, whether now existing, known or discovered or developed in the future, and with respect to all of the above, and any and all Intellectual Property (the legal rights in and to all of the above as provided by applicable statute, regulation or judicial decision), including, without limitation, patent, copyright, trademark, service mark, and trade secret) embodied therein, shall constitute Berlitz Proprietary Information to which Berlitz shall own all right, title and interest and which is subject to the confidentiality provisions of this Agreement.
2. Furthermore, Client acknowledges and agrees that (except as otherwise set forth below) (i) possession of and access to any and all Berlitz materials ("Materials"), including but not limited to possession of or access to physical pedagogical and other materials and access to on-line materials furnished to students taking Berlitz training or courses, which may be kept by students or to which students may retain online access after the training or courses are completed, does not create or give rise to a license or any other grant of rights to Client or to such student to copy, revise, distribute, display or exploit those Materials or create any derivative works based thereon and (ii) such Materials are not and shall not be deemed to be work product. To further avoid doubt, so-called 'customized' content (planned, pre-mediated or incidental), if any, created by Berlitz and based upon existing Berlitz Materials or the Work shall not be deemed to be work product.

3. All copyrights and other intellectual property rights in and to such Materials owned or controlled by Berlitz (and/or its affiliates) shall remain the property of Berlitz (and/or its affiliates). The right to reproduce and use Berlitz Materials by CLIENT in any internally delivered program shall be granted to Client only upon the purchase of a Material License from Berlitz.
4. The provisions of this section are an essential part of this Agreement and shall survive for the duration of copyright of any Berlitz Materials (or Berlitz's affiliates' Materials) encompassed hereby.

VI. NON-SOLICITATION

1. Client agrees not to solicit for hire or other retention any employee of Berlitz during the term of this Agreement. This restriction shall not apply to any individual employed by Berlitz who voluntarily seeks employment with Client on their own initiative or in response to employment advertisements in newspapers, trade publications or other public commercial media or as an unsolicited walk-in candidate.

VII. COMPENSATION, BILLING AND PAYMENTS

1. Client agrees to pay Berlitz for the performance of Work rendered hereunder the amounts and upon the terms set forth herein and in the applicable Statement of Work attached hereto and made a part hereof as Exhibit A-**"X"**.
2. Invoices shall be issued with such supporting documents as Client may require by Berlitz US in USD. All invoices shall be due and payable by Client no later than thirty (30) days after the receipt of invoice. All payments shall be made in U.S. funds by wire transfer pursuant to banking instructions provided by Berlitz or by check drawn on a U.S. bank and sent to Berlitz at the address listed below:

Berlitz Languages, Inc.
7 Roszel Road
Princeton, New Jersey 08540
Attn: Accounts Payable

VIII. SUBCONTRACTING OR ASSIGNMENT

Berlitz shall not subcontract, assign or otherwise delegate any portions of the work or any moneys due hereunder without the prior written consent of Client, except that this Agreement may be assigned without consent to an affiliate and/or to an entity acquiring substantially all of the assignor's business. To avoid doubt, Client agrees that the employment by Berlitz of independent contractors to perform certain professional services hereunder shall not be or be deemed to be acts of subcontracting or assignment.

IX. WARRANTIES

1. Each party warrants and represents to the other party that it has all requisite power and authority to enter into and fulfill its obligations under this Agreement.
2. Each party shall comply with all applicable international, national, regional, and local laws and regulations with regard to its performance of this Agreement, including any applicable laws related to privacy, publicity, data

protection, and electronic communications, anti-corruption and bribery and copyright and trademark infringement nor shall encourage or afford convenience to its employees to commit any illegal act.

3. Berlitz warrants and represents to Client that it has all necessary resources and expertise to provide the Services; and it is not subject to any contractual or other restriction imposed by its own or any other organization's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with this Agreement.
4. Berlitz shall be responsible for the professional and technical competence of the personnel it assigns to perform work hereunder and will select reliable and competent individuals who will be able to effectively perform the obligations under the Agreement and who, while doing so, will respect local laws and customs and conform to a high standard of moral and ethical conduct.
5. Berlitz may at its discretion make substitutions or reassignments involving Berlitz Personnel assigned to perform the Work. Such substitutions or reassignments shall be made only with persons of equal abilities and qualifications. Berlitz shall notify Client of any removal of key personnel.

X. DATA PROTECTION

1. Berlitz and Client shall at all times comply with all obligations under all applicable data protection and privacy legislation.
2. Berlitz and Client shall not, by any act or omission in connection with this Agreement, place one another in breach of any applicable data protection legislation.
3. The parties acknowledge and agree that where, in the course of performing its obligations under this Agreement, Berlitz uses personal data on behalf of Client, it shall not be entitled to use or otherwise process that personal data for any other purpose.

XI. ANTI-DISCRIMINATION

1. Berlitz and Client shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
2. Berlitz and Client shall take all reasonable steps to secure the observance of clause X(1) by all its employees or agents engaged in the performance of this Agreement.

XII. INDEMNIFICATION AND LIMITATION OF LIABILITY

Berlitz shall defend, indemnify and hold Client, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages ("Losses") arising out of the performance of this Agreement to the extent such losses are caused by or result from the negligent, reckless or unlawful acts or omissions of Berlitz, its officers, agents or employees.

Client shall defend, indemnify and hold Client, its officers, agents and employees harmless from and against any and all Losses arising out of the performance of this Agreement to the extent such Losses are caused by or result from the negligent, reckless or unlawful acts or omissions of Client, its officers, agents or employees.

In no event will either party be liable to the other party for any lost profits or lost revenue, or for any indirect, special, punitive, exemplary or consequential damages arising out of or in connection with this Agreement provided however, that the foregoing limitation of liability will not apply to: a) party's breach of the confidentiality provisions of this Agreement; b) any infringement of intellectual property rights in violation of this Agreement; c) any gross negligence, willful misconduct or fraud by a party in the performance of this Agreement; d) any failure by a party to comply with applicable laws in the performance of this Agreement; e) any failure by a party to comply with data protection and privacy legislation; or f) other categories of liability which cannot by applicable laws be limited.

XIII. COMPLETE AGREEMENT, GOVERNING LAW AND MISCELLANEOUS PROVISIONS

1. The Agreement contains the full and complete understanding of the parties. No oral statements or agreements made prior to or at the signing of the Agreement, if any, shall be deemed to supplement or modify the written terms hereof. Neither party shall claim any amendment, modifications, waiver or release from any provisions hereof unless the same is in writing, signed by the parties hereto.
2. In the event of an inconsistency, ambiguity, contradiction or conflict between the terms of this Agreement, Statements of Work (including Schedules thereto), and any amendments to any of the foregoing, the order of preference is: (i) the terms of any amendment to this Agreement; (ii) then the terms of this Agreement, unless expressly overridden by a Statement of Work; (iii) then the terms of any Schedules to the Statement of Work; (iv) then the terms of any amendment to a Statement of Work, and (v) the terms of any Statement of Work.
3. This Agreement shall be construed in accordance with the laws of the State of New York applicable to contracts made and fully performed therein. In the event of any disputes arising hereunder, Berlitz and Client agree to resolve any such dispute by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and each party hereby consents to any such disputes being so resolved. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction. All arbitration proceedings shall take place either in Princeton, New Jersey, or in the County of New York in the City and State of New York unless both Berlitz and Client shall otherwise agree. Berlitz and Client are both responsible for retaining their own legal counsel and the associated costs thereof including any court fees.
4. If any provision in this Agreement contravenes or is otherwise invalid under any applicable laws, then such provision shall be deemed eliminated from this Agreement and the Agreement shall, as so modified, remain valid and binding on the parties hereto and in full force and effect.
5. Berlitz shall not be liable for failure to perform its obligations if such failure is due to Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or significant interruption or failure of electricity. Berlitz shall not be entitled to any remuneration for the duration of an Act of God. Client may, during the continuance of any Act of God, terminate

this Agreement by written notice to Berlitz if an Act of God continues for more than 21 (twenty one) business days. In the event of such termination, Client shall pay Berlitz for the Services provided up to the date when the Act of God first occurred.

6. The parties to this Agreement do not intend any person or entity not a party of this Agreement to be a beneficiary of any provision of this Agreement, and no provision of this Agreement shall be interpreted or construed as being for the benefit of any third party, and no third party shall by virtue of any provision contained herein be entitled to rely hereon or have a claim under this Agreement or with respect to the services provided pursuant to this Agreement. The foregoing shall not limit the right of Client, or any third party authorized by Client, to use Berlitz's Services and Deliverables as contemplated by this Agreement and any applicable SOW.
7. The parties and their respective counsel have had the opportunity to review this Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.
8. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than Client that may receive services, deliverables or benefits pursuant to the Agreement is an incidental beneficiary only.
9. Any notice or other writing required by the Agreement shall be deemed to have been given when mailed by U.S. mail, postage prepaid, addressed as follows:

If to client:

If to Berlitz:


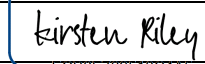
Berlitz Languages, Inc.

7 Roszel Road

Princeton, NJ 08540

With copy to Office of General Counsel:

legaldepartment@berlitz.us

CITY OF IRVINE		VENDOR: BERLITZ LANGUAGES, INC.	
DocuSigned by:		DocuSigned by:	
By		By	
Name	Michelle Riske	Name	Kirsten Riley
Title	Human Resources Director	Title	Vice President, Head of Sales
Date	4/23/2025	Date	4/16/2025

Attest:

By:

Signed by:



Carl Petersen
City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Signed by:

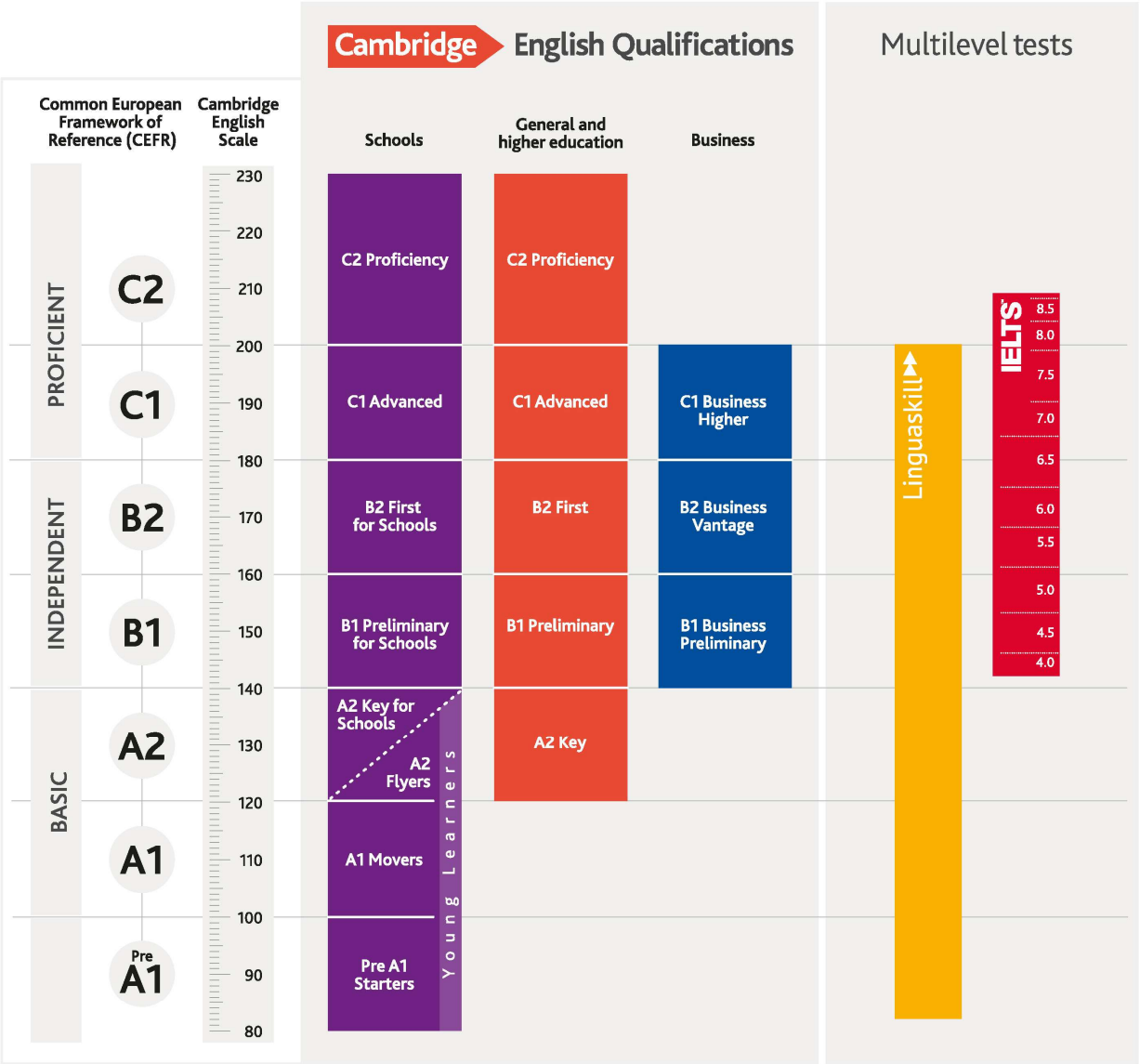


Jeffrey Melching

Exhibit A: Language Proficiency Testing Fees in USA

Test	Pricing
Berlitz Test of Listening & Reading (BTLR)	\$45.00
Test	Pricing
Simulated Oral Proficiency Interview (SOPI)	\$55.00
Test	Pricing
Writing Proficiency Exam (WPE)	\$55.00
Test	Pricing
SOPI Virtual Proctoring if requested	\$20.00
Test	Pricing
WPE Virtual Proctoring if requested	\$20.00
Test	Pricing
BTLR Virtual Proctoring if requested	\$20.00

Exhibit B: Common European Frame of Reference (CEFR)



CEFR descriptors

C1

- Can argue a case on a complex issue, formulating points precisely and employing emphasis effectively.
- Can develop an argument systematically in well-structured speech, taking into account the interlocutor's perspective, highlighting significant points with supporting examples and concluding appropriately.

B2 High

- Can develop an argument systematically with appropriate highlighting of significant points, and relevant supporting detail.

B2 Low

- Can develop a clear argument, expanding and supporting his/her points of view at some length with subsidiary points and relevant examples.
- Can construct a chain of reasoned argument.
- Can explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.

B1 High

- Can develop an argument well enough to be followed without difficulty most of the time.
- Can give simple reasons to justify a viewpoint on a familiar topic.

B1 Low

- Can express opinions on subjects relating to everyday life, using simple expressions.
- Can briefly give reasons and explanations for opinions, plans and actions.
- Can say whether or not he/she approves of what someone has done and give reasons to justify this opinion.

A2

- Can explain what she likes or dislikes about something, why he/she prefers one thing to another, making simple, direct comparisons.
- Can present his/her opinion in simple terms, provided listeners are patient.

Available languages:

Arabic
Armenian, Western (speaking only)
Chinese/Mandarin
Chinese Simplified
Chinese Traditional
Czech
Dutch (speaking only)
English
Farsi/Persian
French
French, Canadian
German
Greek (speaking only)
Hebrew (speaking only)
Hindi (speaking only)
Hmong (speaking only)
Indonesian
Italian
Japanese
Khmer/Cambodian
Korean
Laotian (speaking only)
Polish
Portuguese, Brazilian
Punjabi (speaking only)
Russian
Slovak
Spanish
Swedish (speaking only)
Tagalog
Thai (speaking only)
Turkish
Vietnamese