

CONTRACT FOR TRANSCRIPTION SERVICES

This **CONTRACT FOR TRANSCRIPTION SERVICES** (“Agreement”) is entered into this 3rd day of September 2024 (hereinafter, the “Effective Date”), between Intellectix Corporation, having offices at 1775 Tysons Blvd., 5th Floor, Suite 4126, Tysons, VA 22102-4284 (“Intellectix”), and The City of Broken Arrow Purchasing Division, having offices located at 1700 W. Detroit (East Building), Broken Arrow, OK 74012 (“Broken Arrow”). Intellectix and Broken Arrow are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

SERVICES TO BE PROVIDED

Intellectix agrees to provide transcription services to Broken Arrow in accordance with its proposal dated February 27th, 2024 in response to the Broken Arrow RFP No. 24.123 and as outlined below:

- Access to a secure file transfer portal hosted on AWS GovCloud, for securely uploading audio or video files that require transcription
- Verbatim transcription of uploaded audio files, with quality control performed by transcriptionists who understand English grammar, spelling, and punctuation
- Confidentiality and security of all materials provided by Broken Arrow as well as any transcripts produced

TERM OF AGREEMENT

This Agreement will commence on the date of execution by both Parties and will continue until June 30th, 2025, unless terminated earlier as provided herein. The term of the Agreement may be extended at the option of Broken Arrow for two (2) annual renewal periods, from July 1st, 2025 to June 30th, 2026, and from July 1st, 2026 to June 30th, 2027.

COMPENSATION

Broken Arrow agrees to pay Intellectix according to the following fee structure:

- \$1.25 per audio minute

Payments will be made within 30 days after receipt of a proper invoice from Intellectix. Invoices will include a breakdown of services provided including dates of service and the total amount due.

DELIVERY OF SERVICES

Intellectix will deliver the completed transcripts within 4 business days from the successful upload and receipt of the audio/video recordings within the secure file transfer portal. All transcripts will be delivered in Microsoft Word or PDF format and will be made available for download to Broken Arrow within the portal.

CONFIDENTIALITY

Intellectix agrees to maintain strict confidentiality of all information received from Broken Arrow, including but not limited to audio/video recordings, transcripts, and any related documents. Intellectix shall not disclose any such information to any third party without the express written consent of Broken Arrow, except as required by law.

QUALITY ASSURANCE

Intellectix warrants that all transcripts provided under this Agreement will be substantially free of errors and omissions and will accurately represent the audio/video recordings. If inaccuracies or errors which result in the transcript having an accuracy rate below 99% are identified, as measured according to generally accepted transcription metrics such as Word Error Rate (WER), Intellectix will correct them promptly at no additional cost to the Client.

TERMINATION

Either Party may terminate this Agreement in the case of a breach by the other Party, if the breach remains uncured for 30 days after providing written notice of the breach. In the event of termination, Broken Arrow will pay Intellectix for all services rendered up to the date of termination.

LIABILITY AND INDEMNIFICATION

Intellectix shall indemnify and hold harmless Broken Arrow, its officers, agents, and employees from any and all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of Intellectix's obligations under this Agreement.

INDEPENDENT CONTRACTOR

Intellectix is an independent contractor and not an employee or agent of Broken Arrow. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of ~~Oklahoma~~Maryland. Venue for any dispute shall be in the State or Federal Court sitting in Tulsa, OK.

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, negotiations, and discussions between the parties relating to the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both Parties.

SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

NOTICES

All notices or communications required by this Agreement or desired to be given hereunder, shall be in writing and addressed as follows, and given by certified or registered mail, return receipt requested, courier, e-mail, or facsimile transmission and shall be deemed to be given when received.

If to Intellectix:	If to Broken Arrow:
Name: Oren Kwiatek	Name:
Title: President	Title:
1775 Tysons Blvd.	

INTELLECTIX – TRANSCRIPTION SERVICES – BROKEN ARROW, OK

5th Floor, Suite 4126	
Tysons, VA 22102-4284	
Phone: 240-751-0115	Phone:
E-mail: oren@intellectix.com	E-mail:

Each Party may change its cognizant point of contact by written notice to the other.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the Effective Date in duplicate originals by their duly authorized representatives.

INTELLECTIX CORPORATION

CITY OF BROKEN ARROW

By: *Oren Kwiatek*
 Name: Oren Kwiatek
 Title: President
 Date: 09/11/2024

By: *Debra Wimpee*
 Name: Debra Wimpee
 Title: Mayor
 Date: _____

Approved as to form

Danny Littlefield
 Deputy City Attorney

Curtis Green
 city clerk

