

## Background Check Agreement

**THIS AGREEMENT** is effective as of \_\_\_\_\_ and is by and between \_\_\_\_\_ (“VENDOR”) and BURG Translations (“BURG”).

WHEREAS, BURG requests that VENDOR perform professional translation services for BURG.

WHEREAS, BURG and VENDOR desire to enter into this Agreement that defines the respective rights and duties for the VENDOR’s background check.

WHEREAS, BURG and VENDOR affirm that each understands all of the provisions contained in this Agreement, and in the case that either party requires clarification as to one or more of the provisions contained herein, it has requested clarification or otherwise sought legal guidance.

THEREFORE, in consideration of the covenants and agreements contained, the parties agree as follows:

### BACKGROUND CHECK PROCEDURES

Prior to a VENDOR being assigned to perform services, VENDOR shall conduct a background check, at its sole cost and expense. The manner and scope of the background check is a matter within the sole discretion of VENDOR (as permitted by law), provided that any such background check includes at a minimum:

- USCIS I9 employment eligibility or country equivalent.
- Verification of social security number or country equivalent.
- Ten-year criminal background search to include federal, state and county records (as permitted by law) or country equivalent.
- National Sex Offender registry or country equivalent.
- Motor Vehicle Report (MVR) check for individuals whose responsibilities include driving.
- Specially Designated Nationals and Blocked Persons list ("SDN List") search of the Office of Foreign Assets Control (OFAC) - <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.
- Court or regulatory agency judgment records

Each individual providing Services to BURG will not have the following on his/her record as permitted by law.

- Ineligibility for employment
- Falsification of social security number
- Felony convictions that are reasonably considered to be job related or would reasonably present safety or security risks such as, but not limited to, crimes against persons, crimes involving violence, crimes involving the misuse of a computer/network, theft, burglary, embezzlement or dishonesty.
- Misdemeanors that are reasonably considered to be job related, or would reasonably present safety or security risks such as, but not limited to, crimes against persons, crimes involving violence, crimes involving the misuse of a computer/network, theft, burglary, embezzlement, fraud or dishonesty.

- A recent pattern of DUI convictions (within four years and more than one conviction)
- Outstanding judgments without a payment plan in accordance with the law.
- Any falsifications found on resume or application by provider.

**INDEMNIFICATION**


The parties agree that the failure of the VENDOR to comply to the background check procedures shall constitute a material breach of this Agreement entitling BURG to terminate all other agreements or contracts with the VENDOR immediately with no further responsibilities or duties to perform under any agreements or contracts.

VENDOR agrees to indemnify, defend and hold harmless BURG, its affiliates and their respective officers, directors, employees, agents, representatives, successors, and assigns, from and against any and all third party claims, damages, losses, suits, actions, demands, proceedings, expenses, and/or liabilities of any kind (including but not limited to reasonable attorneys’ fees incurred and/or those necessary to successfully establish the right to indemnification), threatened, asserted or filed (collectively, “claims”), against the VENDOR, to the extent that such claims arise out of or relate to VENDOR’s breach or alleged breach of any warranty, representation or covenant made under this Agreement.

**JURISDICTION AND DISPUTE RESOLUTION**

This Agreement is subject to Illinois law and jurisdiction. All disputes will be decided in Illinois and use Illinois located tribunals.

**IN WITNESS WHEREOF**, the Parties, intending to be legally bound, have each executed this Agreement as of the Effective Date.

Vendor:	BURG Translations, Inc.
By:	By: 
Name:	Name: Melisa Henao
Title:	Title: Partner Manager
Date:	Date: