STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
And
NATIONAL CENTER FOR JUVENILE JUSTICE
And
WESTAT
And
U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE STATISTICS

Data Agreement – AOC # DSA16225

THIS AGREEMENT is entered into between the Administrative Office of the Courts (AOC), the National Center for Juvenile Justice, which is the Research Division of the National Council of Juvenile and Family Court Judges (NCJJ), Westat, a survey research firm (Westat), and the U.S. Department of Justice, Bureau of Justice Statistics (BJS). NCJJ, Westat, and BJS are also referred to in this Agreement as the Researchers.

PURPOSE: The BJS initiated a data collection to examine young offenders processed in criminal courts called the Survey of Juveniles Charged as Adult in Criminal Courts (SJCACC), as further described in Appendix A which is incorporated herein by reference. BJS retained Westat and NCJJ to collect data on the processing of youth as adults in criminal court. This Agreement is to provide the terms and conditions under which the NCJJ, Westat and BJS will receive Washington state court data from the AOC for use in the SJCACC.

IT IS THEREFORE AGREED AS FOLLOWS:

1. The AOC has determined that the Researchers' written request clearly specifies the information and/or data sought and the research, evaluative, or statistical purpose for which the information and/or data will be used. The AOC will consent to the Researchers' request for release of a compiled report prepared by the AOC and containing the non-uniform data extracts as described in Appendix A. The parties acknowledge that the terminology used for the data fields being provided may be different than what is specified in Appendix A. The following are some of the different variables, as well as the data that the AOC is unable to provide:

a. Arrest information:
- Date of offense: AOC is providing date of violation.
- Date of arrest: AOC is unable to provide this information.

b. Arraignment information:
- Reason for dismissal: AOC is unable to provide this information.
- Type of legal representation: AOC has limited information. It can be deduced from official name and/or participant supplement text fields. It also varies from court to court due to different courts' business processes.

c. Sentence information:
- Sentence to youthful offender facility: AOC is unable to provide this information.

d. Legal mechanism for transfer information.
- There are limitations to what can be provided. The report includes an explanation of what is provided.

2. AOC will not provide data from any cases or court case records which have been ordered sealed by the court.

3. The Researchers shall securely protect the data by means of physical locks, computer passwords and/or encryption, maintain the information on a password-protected computer, and restrict access to only staff that has a need to know the information.

4. The Researchers shall:

- **4.1** Use the information and/or data provided only for the research, evaluative or statistical purposes described in Appendix A and for no other purposes;
- **4.2** Limit access to the information and/or data to those persons necessary to conduct the work described in this Agreement;
- **4.3** Agree that the name and address of any individual is ancillary to this request for access and that no identifying information will be used in reports or publications prepared in relation to this request;
- **4.4** Immediately notify the AOC of any material changes in the purposes, scope, or objectives of its proposed research or in the manner in which the information and/or data will be gathered or used;
- **4.5** Prohibit the disclosure of data in any form which identifies an individual;
- **4.6** Prohibit the copying or duplication of information or data provided other than for the stated purpose set forth in Appendix A; and
- **4.7** Agree not to use any of the information and/or data to create a contact list for commercial purposes.

5. In the event the Researchers deem it necessary, for the purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity besides those under Researchers' supervision, the Researchers shall:

- **5.1** Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Researchers named herein;
- **5.2** Submit such written agreement to the AOC with a request for its written consent; and
- **5.3** Not disclose any of the information and/or data until the AOC has provided such written consent.

6. The Researchers further agree that the AOC shall have the right, upon reasonable notice, to monitor, audit, and/or review the activities and policies of the Researchers (or any person or entity granted access to information and/or data under Paragraph 5, above) in order to assure compliance with this Agreement.

7. The parties agree to protect the confidentiality of the information and data which is accessible under this Agreement and shall adhere to any current or future statutory or administrative rules regulating the right of privacy and confidentiality, which relate to such data. The parties shall exercise due care to protect the data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards and procedures which detail access security, premise security, and sanctions for unauthorized use or disclosure of data. Each party shall notify the other parties immediately after becoming aware of any unauthorized access, use or disclosure.

8. The Researchers acknowledge that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC:

8.1 Does not warrant that the information provided pursuant to this Agreement is accurate or complete;
8.2 Does not guarantee that information is in its most current form;
8.3 Makes no representations regarding the identity of any person whose name is included in the information provided; and
8.4 Does not assume any liability resulting from the release or use of this information.

9. Researchers acknowledge that the AOC shall not be responsible or liable in any way whatsoever for the validity of any data provided or for the use of information and data provided. Specifically:

9.1 The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use by Researchers or other third parties of any data provided under this Agreement;
9.2 The AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete data provided under this Agreement; and
9.3 The AOC shall not be liable to Researchers or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

10. The AOC or any of the Researchers may terminate this Agreement without cause by providing written notice of such termination to the other party. Said notice shall specify the effective date of termination which must be at least thirty (30) calendar days subsequent to the date such notice was provided. If one Researcher wishes to terminate its involvement with this Agreement, the other parties will amend the Agreement removing that party's information. The terminated Researcher shall return all information and/or data to the AOC including all originals, copies, extracts, or other forms and/or formats. If the Agreement is terminated by all parties, all Researchers shall return all information and/or data to the AOC including all originals, copies, extracts, or other forms and/or formats. Paragraph 12 and all confidentiality provisions contained in this Agreement will survive upon any termination described in this paragraph.

11. In the event that one or all of the Researchers fails to comply with any term of this Agreement, the AOC shall have the right to terminate this Agreement and to pursue any legal remedies and actions it deems appropriate. Additionally, if any Researcher violates any of the confidentiality provisions of this Agreement, the AOC will no longer provide JIS data for future requests by that Researcher. If the AOC terminates this Agreement, the Researchers (or any person or entity granted access to the information and/or data) shall return all information and/or data to the AOC including all originals, copies, extracts, or other forms and/or formats. Paragraph 12 and all confidentiality provisions contained in this Agreement will survive upon termination of this Agreement.

12. As allowed by law, each Researcher shall defend, protect, and hold harmless the AOC and any of its employees, and the Courts and any of their employees, from any claims, damages, or other liability arising as a result of disclosure, inadvertent or otherwise, by that

Researcher of any information received pursuant to this Agreement or for acts of that Researcher which are libelous or slanderous or violate a right of confidentiality.

13. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

14. Researchers will provide the AOC with a copy of any report generated from this research project 60 days prior to publication with the opportunity for the AOC to object to the use of its data in the report; however, any objection must be reasonable and rationally based. If such objection is made the data shall be removed from the report.

15. The effective date of this agreement is the date of last signature. This Agreement will terminate one year from the effective date.

16. There is no compensation associated with this Agreement.

17. The data will be transmitted by the AOC to the Researchers by a method determined by the parties.

18. The signatories to this contract represent that they have the authority to bind their respective organizations to the contract.

19. GENERAL TERMS AND CONDITIONS:

19.1 ALTERATIONS AND AMENDMENTS: This Agreement may be amended by a written agreement between the parties.

19.2 ASSIGNMENT: The Researchers may not transfer or assign:
(i) this Agreement or any portion thereof;
(ii) any right or benefit accruing to the Researchers under this Agreement; nor
(iii) any claim arising under this Agreement.

19.3 DISPUTES: Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and any of the Researchers, and it cannot be resolved, parties may take the dispute to the Judicial Information System Data Dissemination Subcommittee. The initiating party shall reduce its description of the dispute to writing and deliver it to the others. The other parties shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. All parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible; however, this does not limit any party from pursuing resolution of any dispute through a court of competent jurisdiction.

19.4 ENTIRE AGREEMENT: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on any party.

19.5 GOVERNING LAW: This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The venue of any action hereunder shall be in the U.S. District Court for the Western District of Washington.

19.6 HEADINGS: The headings and table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein. In the interpretation of this Agreement, the terms and conditions shall be construed to be complementary.

19.7 CONFLICTS OF AUTHORITY: If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

19.8 INDEPENDENT STATUS OF PARTIES: Except as described in Appendix A, the parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of another party for any purpose whatsoever.

19.9 NON-EXCLUSIVITY: This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.

19.10 NOTICES: Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States certified mailing to the following:

AOC: Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170.

NCJJ: _____

_____

WESTAT:_____

_____

BJS:_____

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19.11 SEVERABILITY: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

19.12 SUBCONTRACTING: The Researchers shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

19.13 WAIVER: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

IN WITNESS WHEREOF the parties have signed their names hereto.

STATE OF WASHINGTON ADMINISTRATIVE OFFICE OF THE COURTS

By:_____

_____
Print Name

_____
Print Title

_____
Date

NATIONAL CENTER FOR JUVENILE JUSTICE

By:_____

_____
Print Name

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Print Title

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Date

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By:_____

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Print Name

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Print Title

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U.S. DEPARTMENT OF JUSTICE BUREAU OF JUSTICE STATISTICS

By:_____

_____
Print Name

_____
Print Title

_____
Date