

1. Meeting Minutes



JISC DATA DISSEMINATION COMMITTEE
Friday April 27, 2018 (8:15 am – 9:45 am)
Administrative Office of the Courts
SeaTac Office Building
18000 International Blvd. Suite 1106, Conf. Rm #2
SeaTac, WA 98188
Call-in Number: 1-877-820-7831, Passcode 797974

DRAFT – MEETING MINUTES

Members Present

Judge J. Robert Leach, Chair
Judge John H. Hart
Judge G. Scott Marinella
Ms. Barbara Miner
Ms. Brooke Powell
Ms. Paulette Revoir
Judge David A. Svaren

Members Absent

Judge Jeannette Dalton

Guests:

Ms. Kendra Miller, Team Child
Ms. Tara Casanova Powell, Casanova Powell Consulting-
appeared telephonically

Staff:

Ms. Stephanie Happold, Data Dissemination Administrator
Ms. Kathy Bowman, MSD Administrative Secretary
Mr. Mike Keeling, AOC IT Operations Manager
Ms. Keri Sullivan, AOC CSD Senior Integrator – appeared
telephonically

0. Call to Order

With a quorum present, Judge J. Robert Leach called the JISC Data Dissemination Committee Meeting to order at 8:15 am on April 27.

1. March 2, 2018 Meeting Minutes

A motion was made and seconded to approve the March 2, 2018, meeting minutes as written. All present were in favor and the minutes were approved unanimously.

2. Heritage Family Law PLLC request for JABS access

Mr. Kyle Calfina was not present to discuss his appeal for JABS access at 8:17 am when this agenda item came up for consideration. After considering Mr. Calfina's submitted written materials, a motion was made and seconded to deny the request based upon its merits. All present were in favor and the motion passed unanimously.

3. Casanova Powell Consulting request regarding drivers' license numbers

Ms. Tara Casanova Powell presented the request. She is contracted by the Insurance Institute for Highway Safety to conduct a study looking at outcomes that may influence recidivism rates of alcohol-ignition interlock offenders. Powell submitted a request to AOC for compiled case histories of individuals of whom she will provide their name, date of birth, and drivers' license numbers for matching. She would like the matching information included in the responsive files so she can ensure correct identification and matching on her end. However, AOC is prohibited from releasing drivers' license numbers. DDA Happold commented that though Ms. Powell is giving the drivers' license numbers to AOC, because it is a confidential data, AOC cannot release those numbers back to her without consent of the Committee. This request is purely an

administrative one to allow the return of the numbers. A motion was made and seconded to grant the requested access. All present were in favor and the motion passed unanimously.

4. JIS-LINK access changes for Caseload Forecast Council and DSHS-Child Study and Treatment Center

DDA Happold presented this request regarding JIS-LINK access for the Caseload Forecast Council (CFC) and the DSHS-Child Study and Treatment Center (CSTC). These two JIS-LINK users currently have level 1 public user accounts. They were also given JCS read-only access (1997 and 2001 respectively). Because JIS-LINK level 1 will eventually be replaced with the new JIS-LINK project, DDA Happold would like to move both these users up to the next JIS LINK level, level 20 public defender, so they can continue to have JCS access. Level 20 would not provide CFC more access than it is statutorily allowed, as the Legislature gave CFC broad access to case data in order to complete its duties. AOC is also directed by RCW 43.88C.050 to provide court data to the CFC.

CSTC is a state operated and funded psychiatric hospital for children who have psychological and safety needs. They use JCS on a daily basis, and to give them level 20 would greatly assist in their review of patients. DDA Happold is not aware of anything provided in that level being prohibited from CSTC.

Ms. Powell asked if these users would get JCS detention data and DDA Happold said no, it is JCS read-only, not JCS detention read-only. Because the current JIS-Link level type is eventually being discontinued in the JIS-LINK replacement project, today's request is for JCS read-only access with level 20, public defender access, without DOL data access in JABS. A motion was made and seconded to grant the requested change of access level. All present were in favor and the motion passed unanimously.

5. Judgment search webpage and JIS-LINK printing

DDA Happold updated the Committee that AOC staff began the process of creating a judgment search webpage. She also updated them on JIS-LINK printing. AOC staff is working on the JIS-LINK RACFID printing solution to allow prosecutors and public defenders to print JIS reports from a designated court's JIS Print Menu. Keri Sullivan presented six options for printing, and referred to a set of flow charts that were provided to the Committee for illustration. Reports will be set up in domains, and each court will have the autonomy to select an option to suit. The DDC members liked the options and allowing the local courts to choose what access they want to give prosecutors/public defenders. AOC staff and the Committee discussed how education would work; Ms. Sullivan stated that e-service answers will need to be issued. Sizing is finished by AOC staff, and the programmers just need approval from their leadership to continue the work.

6. New JIS-LINK agreements

At the last DDC meeting, Committee members were instructed to review the current JIS-LINK agreements and submit edits to DDA Happold in preparation of this meeting. DDA Happold did not receive any edits. Judge Marinella provided proposed language at the meeting. Judge Leach suggested that DDA Happold email proposed language to the Members for comment and that this agenda item will be revisited at the next DDC meeting.

7. Public Index contract amendment

At the last DDC meeting, Committee members were instructed to review the current public index agreements and submit edits to DDA Happold in preparation of this meeting. DDA Happold did not receive any edits. DDA Happold is to provide the Committee members with proposed language changes and this agenda item will be revisited at the next DDC meeting.

8. Education on expunging and sealing cases

Judge Leach, DDA Happold, AOC Court Education Services Coordinator Judith Anderson, and Judge Dwyer met to discuss the expunging and sealing seminar to be presented at the 60th Annual Judicial Conference. Judge Leach will discuss the rules and statutes, and explain the consequences of sealing and/or expunging criminal case records. Ms. Miner and Ms. Revoir will break it down for each court level, describe the process for sealing and for expunging, explain what information is needed in the orders, and provide screen shots to show judges the difference of before and after. Judge Dwyer suggested that Rowland Thompson from Allied Newspapers be invited, and following the presentation, he can discuss the consequences of expunging cases. Judge Leach thought it was a good idea and the DDC agreed. The idea of providing draft orders was also discussed by the Committee. Judge Leach will draft an order including least restrictive alternatives with check boxes, and send it to DDA Happold. Materials for the conference are due by August 10. Judge Leach will circulate a draft of proposed materials prior to submitting them. Judge Leach asked Ms. Miner to provide a list of other known order problems for his review.

9. Other Business

DDA Happold updated the Committee on the return of the new statements of compliance. Although many are completed, there are approximately 60 who have not yet responded. A reminder will be sent out to all those who have not yet submitted their forms. DDA Happold will reach out directly to the Violations Bureaus. Ms. Miner will follow up with superior court clerks, and Ms. Revoir will do the same for the CLJ court administrators.

10. Meeting Adjourned

The Data Dissemination Meeting was adjourned at 9:18 am.

2. ACLU Data Request

June 8, 2018

JIS Data Dissemination Committee
c/o Stephanie Happold – Data Dissemination Administrator
Office of the Administrator for the Courts
PO Box 41170
Olympia, WA 98504-1170

Re: ACLU-WA Request for Juvenile Court Records

Dear Members of the JIS Data Dissemination Committee,



901 Fifth Ave, Suite #630
Seattle, WA 98164
(206) 624-2184
aclu-wa.org

Jean Robinson
Board President

Kathleen Taylor
Executive Director

The ACLU of Washington (ACLU) has requested court records, including juvenile records, and wanted to provide committee members with background on the request and explain how the data will be used. The ACLU is a statewide, non-partisan, non-profit organization with over 80,000 members and activists, dedicated to the preservation of civil liberties. The ACLU is a strong advocate for protecting individual privacy and adheres to those principles when analyzing government records.


The ACLU and AOC entered into a Research Agreement (AOC Contract No. JIS15144) on October 2, 2014 as part of a data request for criminal court records. This agreement has been amended three times subsequently after the ACLU requested additional records. The court records requested include a variety of criminal justice data elements broken down by individual courts. These elements include demographics of individuals with court records, types of crimes, and case dispositions. The records are being used for policy development and research, and public education. For each request, we have also indicated that we are not seeking personally identifiable information, asking for unique identifiers instead, which have names redacted.

All public uses of the data are reviewed by AOC prior to publication. A good example of how this data is being used by the ACLU for public education purposes can be seen in this 2017 report – *Driven to Fail: The High Cost of Washington's Most Ineffective Crime – DWLS III* (<https://www.aclu-wa.org/docs/driven-fail-high-cost-washingtons-most-ineffective-crime>).

The ACLU strongly believes in protecting individual privacy, including dissemination of criminal justice records. These concerns are greatest for juvenile records. The ACLU's 2013 comments concerning proposed changes to GR 15 and Data Dissemination provide a good overview of our overall position. The letter is available here on page 29 of the PDF (<http://www.courts.wa.gov/content/publicUpload/Data%20Dissemination%20Meetings/2013%2007%2029%20DDC%20MTG%20iMTP.pdf>).

The ACLU respectfully requests that the Data Dissemination Committee permit the ACLU to receive juvenile bulk case information, sealed juvenile and adult cases, and dates of birth.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Cooke". The signature is fluid and cursive, with the first name "Mark" and last name "Cooke" clearly distinguishable.

Mark Cooke
Policy Director – ACLU of Washington Campaign for Smart Justice
mcooke@aclu-wa.org

**3. King County Bar Association-
Volunteer Legal Services
Request for Elevated JIS-LINK
Access for JABS**



1200 Fifth Avenue
Suite 700
Seattle, WA 98101

206.267.7100 Phone
206.267.7099 Fax
www.kcba.org

Justice... Professionalism... Service... Since 1886

Sent Via Email

June 14, 2018

To: JISC Data Dissemination Committee Members
C/O Stephanie Happold
Data Dissemination Administrator
Administrative Office of the Courts
PO Box 41170
Olympia, WA 98504-1170

My name is Jacob Kuykendall and I am a staff attorney for volunteer legal services at the King County Bar Association. I was recently hired to begin a the new Records Project, expanding and formalizing the pro bono efforts of the KCBA to help individuals in King County near or below the poverty line with vacating criminal convictions that are preventing them from receiving employment or housing.

The KCBA's pro bono services department is a non-profit organization that has, until recently, been exclusively focused on the civil legal needs of eligible people in the county, primarily around issues of family law. Until this year, volunteer legal services consisted of a single attorney connecting legal aid recipients with pro bono attorneys in other areas of law. Now, with a new grant of funding, the volunteer legal services team has expanded and refocused into a three person team focusing on other legal issues faced by our clients.

To give some background as to why we need access to JABS, here is how the process at volunteer legal services currently works. When a client calls us asking for help to vacate a criminal conviction, we first screen the client to determine if they are eligible for our services because of their income level, family size, etc. If we determine they are eligible for our services, we then determine whether their conviction or convictions are eligible to be vacated. If we determine that they are eligible to have the conviction vacated then either I personally will represent the client to vacate the conviction or, someday, we will assign that case to a volunteer attorney to vacate the conviction.

The Washington state laws provide only for a very narrow set of convictions that can be vacated: an individual can only vacate their most recent conviction, they can only vacate convictions for certain types of crimes, they can only vacate one misdemeanor (but an unlimited number of felonies), and they can only vacate a conviction after a certain number of years have passed *since the completion of all obligations related to the conviction*. That last issue is the biggest reason we need JABS access.

Volunteer legal services only consists of three people, two attorneys and one case assistant. Right now, when we get a client who wants to vacate a conviction, here is the process our case assistant goes through in order to determine whether a client has a conviction eligible to be vacated:

- First, she goes through Washington Case Search and searches for all cases listed for that client.
- Then, she goes through JIS and cross-references those cases as well as notes any new ones listed only in JIS.
- Then, the client has to come in and provide their fingerprints so that we can request, at cost, a copy of the convictions listed by the Washington State Patrol.
- She compiles a cross-referenced list of all of these various records, sorts it by date, disposition, and court of record.
- Then, she has to call each courthouse on the list individually to determine whether all of the client's obligations for each of their convictions have been completed.

- Finally, she physically travels to the courthouse to get copies of those obligations from the clerk.

This process can take days for a single client, requires us to put out the costs of requesting these records for each client, and also involves a lot of travel both for the staff assistant and often the client. We are a team of three people on a non-profit budget, so this is a huge drain on our very limited resources.

The only way for me to be able to expand this project to help a greater number of people is to find ways to stretch the resources we have even further. We only need this account access for the three members of volunteer legal services.

I am happy to answer any other questions you might have, and I look forward to speaking with all of you on June 22nd.

Thank you,

Jacob Kuykendall
Volunteer Legal Services – Records Project
King County Bar Association
(206) 267-7027
jacobk@kcba.org



June 22, 2018

TO: JISC Data Dissemination Committee
FROM: Stephanie Happold, AOC Data Dissemination Administrator
RE: King County Bar Association-Volunteer Lawyer Services Request

Data Dissemination Committee meeting minutes from April 19, 2010, regarding a request from the Clark County Volunteer Lawyers Program

Judge Wynne asked Ms. Arney to explain the request for fee-waived JIS-Link access filed by the Clark County Volunteer Lawyers Program (CCVLP).

Ms. Arney explained that the CCVLP is requesting a fee waiver for JIS-Link access to support the CCVLP's Homeless Court program. The Clark County District Court has established a "Homeless Court", which is a court calendar specifically for persons who are homeless who have been referred by social service agencies because the individuals have expressed an interest in requesting that the court allow them to do community service work to pay off court fines in criminal and infraction cases. The Homeless Court program is a collaborative effort between the prosecutors, the court, the social service agencies and the CCVLP, whose volunteer attorneys represent the defendants.

The District Court has requested that the defendant bring to court the information on how much he or she owes the court in fines (only fines, not court costs, may be satisfied with community service.) The average defendant has 10 cases. There are 25-30 defendants set on the Homeless Court calendar each month. The CCVLP would use JIS-Link to compile a list of the defendant's cases and the fines owed on each case. The CCVLP, a nonprofit organization, does not have the money in its budget to pay for JIS-Link access. To access the JIS accounting screens, the CCVLP would need security level 20 access, which is the same level as public defenders.

The District Court staff formerly provided the information on the amount of fines owed on each case to the CCVLP, but the Court currently does not have the staff resources to continue providing this information. Ms. Slider stated that it was the District Court's position that the defendant or the defendant's attorney should provide the information to the court. The Homeless Court program has been suspended pending the

determination by the Data Dissemination Committee whether or not to provide the requested JIS-Link access to CCVLP.

Judge Horowitz and Brian Rowe, who are members of the Access to Justice (ATJ) Technology Committee, both stated that they supported the request and felt that the ATJ Technology Principles adopted by the Supreme Court supported this request. Judge Horowitz noted that several years ago, Pierce County agreed to give reduced fee access to its LINX system to legal aid organizations. Legal aid organizations are charged an initial sign-up fee but not other access charges.

The committee discussed whether the provisions of RCW 2.68 allowed the committee to grant fee-waived access.

After discussion, it was moved and seconded that the request of the Clark County Volunteer Lawyers Program (CCVLP) for access to JIS-Link to support the operation of its Clark County District Court Homeless Court program be granted under the following terms and conditions:

1. CCVLP must pay to AOC the \$100 installation charge but with all other usage charges to be waived by AOC,
2. CCVLP is permitted to access the same JIS screens as public defenders (level 20 security access), for the purpose of obtaining information on the fines and costs owed on a case, and
3. The CCVLP is required to complete the standard JIS-Link service agreement setting forth the program's permissible use of the JIS information, data security, and data confidentiality requirements, prior to access to JIS data.

The motion passed and staff was directed to prepare the necessary paperwork to implement the motion.

4. JIS-LINK Contracts

**State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170**

SERVICE AGREEMENT

For

COUNTY and CITY PROSECUTING ATTORNEYS

Use of

**THE JUDICIAL
INFORMATION SYSTEM'S**

JIS-LINK

State of Washington
Administrative Office of the
Courts 1206 Quince St SE
PO Box 41170
Olympia WA 98504-1170

JIS-LINK SERVICE AGREEMENT

This Agreement is entered into by and between the Administrative Offices of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and _____ hereinafter referred to as the "Subscriber." The Subscriber's address is _____.

The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to grant to the Subscriber access to the JIS-Link service.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and the Subscriber agree as follows:

1. TERM OF AGREEMENT

The term of this Agreement is from the date of its execution by the AOC and it will remain in force until terminated pursuant to Paragraph 10 of this Agreement.

2. WARRANTIES TO AOC

The Subscriber warrants that it is a prosecuting attorney's office, a city attorney's office, or contracted to provide prosecutorial services in Washington State.

3. JIS-LINK SERVICE

- a. The AOC provides a facility that allows access to court information contained in the Judicial Information System (JIS). This facility is called JIS-Link.
- b. The court information that the Subscriber is granted access to is set forth in the attached Appendix A, which by this reference is hereby incorporated.
- c. The AOC, in its sole discretion, may discontinue or change the JIS-Link service.
- d. The AOC is under no obligation to maintain or upgrade any such computer programs provided under this Agreement, except as it deems appropriate.

4. GRANT OF LICENSE

- a. Subject to the performance of the obligations under this Agreement, AOC hereby grants a limited, revocable, non-exclusive, non-transferable license (without the right to grant sublicenses) to use the JIS-Link service to access court information from the JIS-Link service.
- b. The Subscriber shall not gain any proprietary right to, nor interest in, any information and data provided by the JIS-Link service. Any rights or interest, or any portion thereof, derived by Subscriber under this Agreement are exclusive to Subscriber and may not be

transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

5. OBLIGATIONS OF SUBSCRIBER

- a. The Subscriber agrees that the user identifiers, passwords, and computer programs, if any, supplied by the AOC are for the sole internal use of the Subscriber and will not be provided to other parties without the written consent of the AOC.
- b. The Subscriber agrees to ensure that:
 - i. Access and use of the JIS-Link service by its employees is only for the purpose of conducting official ~~prosecuting attorney~~prosecutorial business;
 - ii. Access and use of the JIS-Link service by its employees complies with all current, or as subsequently amended federal and state law, court rules, and administrative rules and policy governing, regulating and/or relating to the dissemination of the information;
 - iii. Access is available only to authorized employees having a cogent need for such information; and
 - iv. Use by its employees of the JIS information complies with any applicable laws, court rules, and/or court order; and
 - v. By January 31, each employee with access to JIS-Link will sign a confidentiality agreement that is attached as Appendix B. By March 31, Subscriber will submit to AOC a statement of compliance that is attached as Appendix C.
- c. The Subscriber acknowledges that the Subscriber has greater access to court information than the public and agrees to protect the confidential JIS information from unauthorized disclosure. The Subscriber further acknowledges that records contained in the Juvenile ~~Court Information and Corrections~~ System (~~JUVIS~~JCS) or any replacement application for ~~JUVIS~~JCS are subject to the provisions of ~~Chapter~~chapter 13.50 RCW and agrees that the Subscriber will access such records only when the Subscriber is (1) pursuing an investigation or case involving the juvenile in question, or (2) assigned responsibility for supervising the juvenile.
- ~~d. Because of the high risk associated with the use of wireless LANS for JIS access, the Subscriber agrees to comply with the JIS General Policy requirements for wireless networks. A copy of the JIS General Policy Wireless Networks requirements are set forth in the attached Exhibit B and by this reference is hereby incorporated.~~
- d. The Subscriber shall be responsible for monitoring its employees, who are subject to the terms and conditions of this Agreement, as well as the terms and conditions set forth in any confidentiality agreement. To that end, the Subscriber shall adopt procedures for its employees to ensure compliance, and shall provide to AOC two months after the date of execution of this Agreement, an acceptable written policy for monitoring employee usage of the JIS-Link access and for reporting any breach. Failure to provide such a policy shall result in legal penalties including but not limited to, termination of this Agreement.

6. COSTS

- a. Subscription fees are waived.
- b. The Subscriber is responsible for the cost of the computer equipment and method of accessing the JIS-Link service.

7. DISCLAIMER OF WARRANTIES

- a. The AOC provides no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, with respect to any computer programs or any information or data provided under this Agreement.

- b. The AOC provides no warranties, express or implied, that the information or data provided is accurate, current, correct, or complete. It is expressly understood by the parties that it is the responsibility of the Subscriber to verify information or data obtained under this Agreement against official court information reposing at the court of record.

8. LIMITATION OF LIABILITY

The Subscriber acknowledges and accepts that all information and data provided under this Agreement is provided on an "As Is" basis and that the information and data may be subject to error or omission and correspondingly agrees that the AOC shall not be responsible nor liable in any way whatsoever for the validity of any data provided or for the use of the information and data provided. Specifically:

- a. 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 of any information, data, or other materials provided under this Agreement.
- b. 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 information or data provided under this Agreement.
- c. The AOC shall not be liable to the Subscriber 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

9. INDEMNIFICATION

The Subscriber agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (Including expenses, costs, and attorney fees) sustained or incurred because of, or by reason of, any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the information or data obtained under this Agreement.

10. TERMINATION

- a. **Termination Without Cause**--Either the Subscriber or the AOC may terminate this Agreement 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.
- b. **Termination For Cause**--The Subscriber accepts full responsibility and liability for any violations of this Agreement by the Subscriber's employees or agents of the Subscriber, and any such violation shall result in immediate termination of the Subscriber's access to the JIS-Link services by AOC without notice. In such event, the Subscriber shall be liable for damages as authorized by law.

11. ASSIGNMENT

The Subscriber may not assign this Agreement.

12. SURVIVAL

The provisions of Paragraphs 5.c, 7, 8, and 9 of this Agreement shall survive the termination of this Agreement.

13. SEVERABILITY

Commented [HS1]: DDC member:
I appreciate the strong language here, but should this be "may" instead of "shall"? There may be reason to not terminate the access, after a violation is investigated.

If any term, condition, or application of this Agreement is held invalid, such invalidity shall not affect any other terms, conditions, or applications of this Agreement 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.

14. WAIVER/MODIFICATION

Any failure of the AOC to enforce any provision of this Agreement shall not constitute a waiver of any rights under such provisions or any other provisions under this Agreement.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.

16. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this Agreement.

17. SIGNING AUTHORITY

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

IN WITNESS WHEREOF, the AOC and the Subscriber have signed this Agreement.

**STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF
THE COURTS**

SUBSCRIBER

**Stephanie Happold
Data Dissemination Administrator**

Signature

Print Name

Print Title

DATE: _____

DATE: _____

EXHIBIT APPENDIX A

AUTHORIZED JUDICIAL INFORMATION SYSTEM ACCESS

1. Applications Access

- Judicial Information System (JIS)
- Superior Court System (SCOMIS)
- Juvenile & Corrections System (JCS)
- Appellate Court System (ACORDS)
- Judicial Application Browser System (JABS)
- Felony Offender Reporting (FORS)
- Inside Washington Courts Web Site
- Department of Licensing (DOL)-Abstract of Driving Record Only

2. Case Type Security

JIS Case types Available for Access	Case Type
Courts of Limited Jurisdiction Case Types	
Civil	CV
Criminal Felony	CF
Criminal Non-Traffic	CN
Criminal Traffic	CT
Infraction Non-Traffic	IN
Parking	PR
Probable Cause	PC
Small Claim	SC
Superior Court Case Types	
Criminal	S1
Civil	S2
Domestic	S3
Probate/Guardianship	S4
Juvenile Offense	S8
Judgment	S9
JCS Referral Types	
Administrative Procedures-Offender	AO
Juvenile Infraction	JI
Juvenile Offender	JO

EXHIBIT A

3. Screen Access

JIS Screens Available for Access	Command
Address History	ADH
AKA/DBA Alias Information	AKA
Case Accounting Notes	CAN
Create AR Inquiry	CARI
Case Docket Inquiry/Update	CDK
Set Court Date	CDT
Case Financial History Accounts Receivable (ARs)	CFHA
Case Financial History Bond/Bail	CFHB
Case Financial History Disbursement	CFHD
Case Financial History Adjust	CFHJ
Case Financial History Receipt	CFHR
Case Financial History Summary	CFHS
Civil Case Filing Inquiry	CIVI
Court Name/Case Index	CNCI
Case Obligation Status	COS
Case Disposition Screen	CSD
Judgment/Disposition Inquiry	CVJI
Defendant Name Address Duplicate	DAD
Defendant Case History	DCH
Display Journal Vouchers	DJV
Defendant Name Duplicate	DND
Abstract Of Driving Record	DOL
Hearings Held	HRH
Individual Order History	IOH
Joint And Several Inquiry	JTSI
Main Menu (with confidentiality message.)	MAM
Name Address Duplicate	NAD
Case Filing Inquiry/Update	NCC
Name Duplicate	NMD
Order Update	ORD
Order - Inquiry	ORDI
Case Participants	PAR
Person Information	PER
Parking Vehicle Ticket Inquiry	PKV
Non-Civil Plea/Sentencing	PLS
State Name/Case Index	SNCI
Additional Violations	VIO

SCOMIS Screens Available for Access	
SCOMIS Command Screen	
Search Index Screen	
Search Attorney	
Accounting Screen	
Archive Screen	
Attorney Screen	
Basic Screen	
Calendar Screen	
Charge Screen	
Docket Screen	
Name Screen	
Schedule Screen	
Sentence Screen	
Status Screen	
Summary Screen	
JCS Screens Available for Access	Menu Selection
Addresses	Person>Display>Addresses
Conditions	Referral>Maintenance>Dispositions>Conditions
Criminal History	Referral>Criminal History
Dispositions	Referral>Maintenance>Dispositions
Individual Information	Person>Display>Individual Information
Name Search	Search>Name Search
Participants	Person>Maintenance> Participants
Phones	Person>Display>Phones
Pictures	Person>Maintenance>Pictures
Probation Official	Person>Maintenance>Probation Official
Social File	Person>Maintenance>Probation Official
Reasons	Referral>Maintenance>Reasons
Referral History	Referral>Referral History
Referral List	Referral>Referral List
Relationships	Person>Display>Relationships
Tracking	Tracking
ACORDS Screens Available for Access	
Search Screen	
Basic Case Screen	
Participants Screen	
Events Screen	

5. Public Index Contracts

State of Washington
Administrative Office of the Courts

DATA TRANSFER SUBSCRIPTION

AND

LICENSING AGREEMENT

FOR

PUBLIC SCOMIS CRIMINAL INDEX

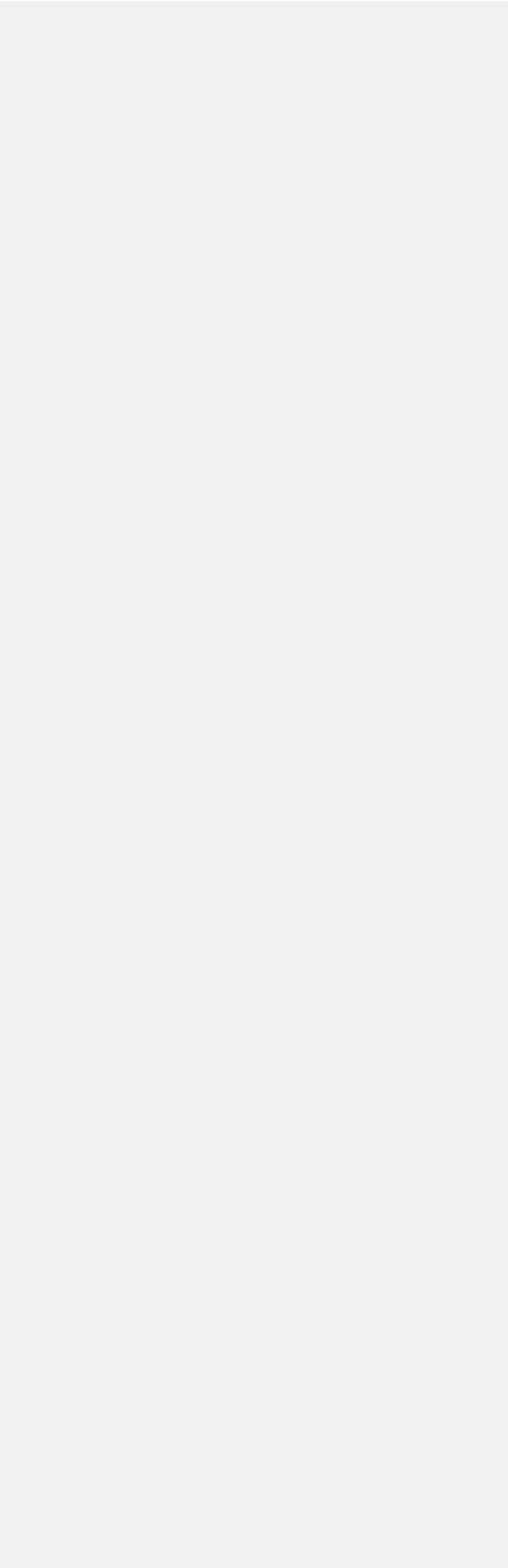
State of Washington
Administrative Office of the Courts

**DATA TRANSFER SUBSCRIPTION
AND
LICENSING AGREEMENT**

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State of Washington
Administrative Office of the Courts
1206 Quince Street SE
PO Box 41170
Olympia, Washington 98504-1170

DATA TRANSFER SUBSCRIPTION AND LICENSING AGREEMENT
Public SCOMIS Criminal Index

This Agreement is entered into by and between the Administrative Office of the Courts, an office of the Judicial Branch of the Washington State government, hereinafter referred to as the "AOC" and _____ or "Licensee." The Licensee's address is _____.

IN CONSIDERATION of the mutual promises made to each other, as hereinafter set forth, the AOC and the Licensee agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions under which the AOC agrees to transfer to the Licensee, on a subscription basis, data files containing the Public SCOMIS Criminal Index "Index" in print image format and to grant the Licensee a license for use of the Index.
2. **DEFINITIONS:** As used throughout this Agreement, the following terms shall have the meanings set forth below:
 - 2.1 "AOC" shall mean the Administrative Office of the Courts of the State of Washington, any division, section, office, unit, or other entity of the AOC, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the AOC.
 - 2.2 "Court" shall mean the Washington State Supreme Court, any division, section, office, unit, or other entity of the Court, or any of the officers, other officials, employees, volunteers, or others acting as representatives lawfully representing the Court.
 - 2.3 "Licensee" shall include all officers, employees, and agents of the Licensee.
 - 2.4 "Data" shall include any computer readable copies of the Index and any computer readable copies of any data provided to the Licensee.
 - 2.5 "Information" shall mean material provided by the AOC in any format, including reports.
 - 2.6 "Subscriber" shall mean a client of Licensee to whom Information and/or Data is given on a case-by-case basis.
3. **APPLICATION FOR SUBSCRIPTION:** The Licensee has submitted a written Subscription Application (application) to the AOC, a copy of which is attached as Exhibit A and is incorporated by reference as part of this Agreement. The Licensee warrants the information in the application is correct and the Licensee will use the Index solely for the purposes set forth in the application.
4. **GRANT OF LICENSE:** The AOC hereby grants a non-exclusive license to the Licensee for the use of the Index and the Data contained in it and to distribute such Data to its Subscribers subject to said terms and conditions contained herein.
5. **SUBSCRIPTION:** The AOC will provide the Licensee with the Index on a subscription basis. As long as this Agreement remains in effect the AOC will provide the Index according to the following schedule:

Five year FTP file updated weekly. The FTP file will be available to the Licensee on a 24 hour per day basis. Updated files will be available on Fridays and remain until replaced with a new version.
6. **TERM AND EFFECTIVE DATE OF AGREEMENT:**
 - 6.1 The effective date of this Agreement is the date of last signature. The Agreement will automatically be extended for successive yearly periods unless terminated as described in Section [25.16](#).

- 6.2 The Agreement may be terminated in accordance with the provisions of Subsections [25.16.1](#), [25.16.2](#), and [25.16.3](#) below.
7. **BASIC TRANSACTION:** This Agreement sets forth the responsibilities of the parties, costs, and the terms and conditions under which the Index will be provided.
- 7.1 **RESPONSIBILITIES OF THE AOC:** The AOC shall:
- 7.1.1 Provide the Licensee with access to an FTP server containing the five-year Public SCOMIS Criminal Index file.
- 7.1.2 The FTP file will be updated on a weekly basis.
- 7.2 **RESPONSIBILITIES OF THE LICENSEE:** The Licensee shall:
- 7.2.1 Comply with the provisions of this Agreement and all of the terms and conditions contained herein or attached hereto.
- 7.2.2 Make payments to the AOC pursuant to the provisions of Subsections [8.1](#) and [8.2](#) below.
- 7.2.3 Establish written procedures which shall describe the process the Licensee uses to meet the terms and conditions of this section of the Agreement.
- 7.2.4 Recognize and hereby acknowledge that the user identifiers and passwords, if any, supplied by the AOC to the Licensee are the confidential property of the AOC, subject to the proprietary rights of the AOC, and agrees to hold such user identifiers and passwords, if any, in the strictest confidence. The Licensee further agrees to exercise at all times the same care with respect to the user identifiers and passwords, if any, or any other materials or information provided hereunder by the AOC as the Licensee would exercise in the protection of the Licensee's own confidential information or property and to not release or disclose it to any other party except with the written consent of the AOC.
- 7.2.5 Provide the AOC with access at no charge to any database created using information from the FTP file provided hereunder for the purpose of monitoring and auditing contract compliance.
- 7.2.6 Replace, whenever a weekly update becomes available, any automated files it maintains which contain Index Information with the Information from most recent weekly FTP files.
- 7.2.7 Return to the AOC or destroy any Information and Data provided by the AOC under this Agreement in any form, held by the Licensee or any officer, employee or agent of the Licensee on the date and to the extent specified in the notice of termination or at the expiration of the Agreement.
8. **COSTS:**
- 8.1 The Licensee shall make a non-refundable advance semi-annual payment within 30 days of invoice receipt.
- 8.2 Rate Schedule:
- | | |
|------------------|-----------|
| Semi-annual fee: | \$1800.00 |
|------------------|-----------|
9. **ONGOING DATA SCRUBBING AND UPDATE REQUIREMENTS:**
- 9.1 Sealed and otherwise restricted cases: The Licensee agrees to amend any cases in its files that become sealed or otherwise restricted after their appearance in data files provided by AOC. Licensee's databases shall only contain, and Licensee shall only display in any provided report, the following information for sealed adult cases: case number, names of the parties, the notation "case sealed," the case type and cause of action in civil cases and the cause of action or charge in criminal cases, except if the conviction in a criminal case is vacated then the case number, case type with the notification "DV" if the case involved domestic violence, the adult's name, and the notation "vacated" will be displayed. If the Licensee does not include the existence of sealed adult cases in the reports it provides its Subscribers, the Licensee must accompany all Washington state court data with the disclaimer that not all information provided by AOC is being made available in the report.
- 9.2 Dispositions: The Licensee agrees to update promptly all cases when disposition Information is received.
- 9.3 Cases amendments: The Licensee agrees to update in its files cases where the charge is amended after their first appearance in in Data files provided to the Licensee. The Data provided to the Licensee

Commented [HS1]: I would like to keep this phrase in the agreement as I use the same language in all five contracts that are for criminal, civil, and combined

will contain transactions identifying the cases that are to be amended. ~~The Licensee agrees that its files will contain only the most current charges.~~ The Licensee agrees that its files will contain only the most current case information

10. RESTRICTIONS ON THE USE OF INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT:

- 10.1 The Information and Data provided to the Licensee under this Agreement are subject to the restrictions contained in Subsection 7.2 and Section 9 above relating to data scrubbing and update requirements.
- 10.2 The Licensee is responsible for ensuring that access and use of the Data by its Subscribers is conducted in a proper and legal manner and that access is available only to authorized Subscribers.
- 10.3 To the extent that the data being accessed is covered by other laws, statutes, court rules, and administrative rules and regulations which restrict access to and use of such Information and Data, the restrictions contained in such laws, statutes, court rules, and administrative rules and regulations shall apply to the Data accessed under this Agreement.
- 10.4 Any exceptions, revisions, or waivers to these limitations requested by the Licensee must be approved in writing by the AOC and received by the Licensee prior to the requested use or dissemination of the Information and Data received under this Agreement.

11. LICENSEE SUBSCRIBER PROVISIONS:

- 11.1 Licensee shall establish procedures for screening and qualifying potential Subscribers.
- 11.2 The Licensee shall verify the identification of its potential Subscribers to the Licensee's satisfaction, obtain proof from each potential Subscriber sufficient to demonstrate to the Licensee's satisfaction that the potential Subscriber is the type of entity the potential Subscriber claims to be, and obtain a certification from the potential Subscriber stating that the potential Subscriber will use the Information only for those purposes allowed by law and under the subscriber agreement. The Licensee shall maintain a record of these facts for a period of not less than six years from the latest date the Licensee disclosed Information to the Subscriber and shall provide such record to the AOC upon request.
- 11.3 Licensee will enter a written subscriber agreement with each of its Subscribers. Such agreements shall specifically detail the access that the Subscriber will have to the Licensee's database, detail authorized uses of the data accessed, condition access to authorized use, and include a provision for immediate termination of the agreement in the event of improper use by the Subscriber of the data which the Subscriber has been authorized to access.
- 11.4 The Licensee agrees to provide a list of the Licensee's Subscribers to the AOC upon request by the AOC.

12. DISCLOSURE REQUIREMENTS: When the Information and Data covered by this Agreement are provided in any form by the Licensee to a Subscriber, customer, client, or other third party, the Licensee hereby agrees to provide each such Subscriber, customer, client, or other third party with the information contained in the DISCLAIMER OF WARRANTIES and LIMITATION OF LIABILITY sections of this Agreement. At a minimum, the Licensee will ensure that a statement is displayed or provided to each such Subscriber, customer, client, or other third party at the time of each transaction which states:

The Information or Data provided is based on information obtained from the courts as of the period of time covered by the weekly update. The Administrative Office of the Courts, the Washington Courts, and the Washington County Clerks: 1) do not warrant that the Information is accurate or complete except for court purposes; 2) make no representations regarding the identity of any persons whose names appear in the Index; and 3) deny liability for any damages resulting from the release or use of the Data. To verify the Information, the user should personally consult the "official" record reposing at the court of record.

13. AUDITS:

- 13.1 The AOC may, at its discretion, perform audits of the Licensee to verify compliance with the terms and conditions of this Agreement and the appropriate use of the Data provided by the AOC.
- 13.2 The Licensee shall include provisions in the agreements that the Licensee enters with its Subscribers that the Licensee may perform an audit of the Subscriber to verify appropriate use of the Data provided

by the AOC. Such provisions shall authorize the Licensee to: i) conduct random audits of Subscribers; (ii) conduct audits of specific customers at any time the Licensee has reason to believe that the Subscriber is violating any of the terms of the subscriber agreement; or (iii) if the AOC requests an audit for any reason.

13.3 Failure of the Licensee: to include audit provisions in its subscriber agreements, to conduct random audits, to conduct specific audits when there is evidence of a violation of the terms of the subscriber agreement, or when requested by the AOC may result in the immediate termination, without notice, of this Agreement.

14. COOPERATION WITH AOC AND PROSECUTORIAL AUTHORITIES:

14.1 The Licensee agrees to cooperate with the AOC and other authorities authorized by law in any audit that is conducted of the Licensee or any of the Licensee's Subscribers.

14.2 The Licensee agrees to cooperate fully with prosecutorial authorities in any action brought against the Licensee or any of the Licensee's Subscribers relating to the reproduction, distribution, dissemination, or other use of the Information and Data provided by the AOC under this Agreement. PROVIDED, that nothing in this provision limits or abridges the Licensee's constitutional rights against self-incrimination.

14.3 Failure to cooperate with prosecutorial authorities may result in the immediate termination, without notice, of this Agreement.

15. CONTRACT COMPLIANCE MONITORING AND AUDITING: The Licensee agrees that the AOC may include "control" or "salted" Data as a portion of the provided Information as a means to ensure that any personally-identifiable Information is not used for commercial solicitation purposes or in an indiscriminate and reckless manner. Furthermore the Licensee agrees to allow the AOC to perform audits, at its discretion, to detect the unauthorized removal of control Data or the warehousing of stale-dated Information subsequently expunged, restricted, or amended by the AOC.

16. COMPLIANCE WITH AUTHORITIES:

16.1 During the term of this Agreement, the Licensee shall comply with all current, or as subsequently amended state and federal laws, court rules, administrative regulations and policies governing, regulating, and/or relating to the dissemination of Information and Data, to privacy, and to the confidentiality of the Information and Data provided by the AOC under this Agreement.

16.2 In the event of the Licensee's noncompliance or refusal to comply with any such state and federal laws, court rules, administrative regulations and policies, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Licensee may be declared ineligible for further agreements with the AOC.

17. RESALE OF DATA: The Licensee shall not reproduce or distribute or disseminate the Index files in bulk but only in response to an individual record inquiry. "In bulk" shall include, but is not limited to, via multiple record or on CD-ROM or other electronic or optical media.

18. RIGHTS AND INTEREST: The Licensee shall not gain any proprietary right to or interest in any Information and Data provided by the AOC as a result of this Agreement. Any rights or interest, or any portion thereof, derived by the Licensee under this Agreement are personal to it and may not be transferred, assigned, or sold for any purpose whatsoever to any person, corporation, partnership, association, or organization of any kind.

19. CHANGES RELATING TO INFORMATION AND DATA: The AOC specifically reserves the right, at its sole discretion, to make any changes it deems appropriate relating to the Information and Data provided under this Agreement at any time and without prior notice. Such changes include, but are not limited to: altering the character and format of the Information and Data, changing the production media, and/or modifying the production schedule. If such changes are made, the AOC will notify the Licensee as soon as is practical.

20. SUPPORT/ASSISTANCE: The Licensee acknowledges and accepts that all Information and Data provided under this Agreement is provided on an AS IS basis and that the AOC shall not be responsible for providing support or assistance of any nature to the Licensee or to any third party on behalf of the Licensee.

21. DISCLAIMER OF WARRANTIES:

- 21.1** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 21.2** THE AOC PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE INFORMATION OR DATA PROVIDED IS ACCURATE, CURRENT, CORRECT, OR COMPLETE. IT IS EXPRESSLY UNDERSTOOD BY THE PARTIES THAT IT IS THE RESPONSIBILITY OF THE LICENSEE AND/OR ITS CUSTOMERS, CLIENTS, OR OTHER THIRD PARTIES TO WHOM THE INFORMATION AND DATA WAS SUPPLIED TO VERIFY INFORMATION OR DATA OBTAINED UNDER THIS AGREEMENT WITH OFFICIAL COURT INFORMATION REPOSING AT THE COURT OF RECORD.

22. LIMITATION OF LIABILITY: THE LICENSEE ACKNOWLEDGES AND ACCEPTS THAT ALL INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT IS PROVIDED ON AN AS IS BASIS AND THAT THE INFORMATION AND DATA MAY BE SUBJECT TO ERROR OR OMISSION AND THEREFORE AGREES THAT AOC SHALL NOT BE RESPONSIBLE NOR LIABLE IN ANY WAY WHATSOEVER FOR THE VALIDITY OF ANY DATA PROVIDED OR FOR THE USE OF THE INFORMATION AND DATA PROVIDED. SPECIFICALLY:

- 22.1** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES RESULTING FROM THE USE BY THE LICENSEE OF ANY INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 22.2** THE AOC SHALL NOT BE LIABLE FOR ANY DEMAND OR CLAIM, REGARDLESS OF FORM OF ACTION, FOR ANY DAMAGES ARISING FROM INCORRECT OR INCOMPLETE INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT.
- 22.3** THE AOC SHALL NOT BE LIABLE TO THE LICENSEE 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.

23. INDEMNIFICATION: The Licensee hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, and the State of Washington from all loss, risk of loss, and damages (including expenses, costs, and attorney fees) sustained or incurred because of or by reason of any claims, demands, suits, actions, judgments, or executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to any use made of the Information or Data obtained under this Agreement.

24. INSURANCE: The Licensee shall, at his or her own expense, maintain, for the duration of this Agreement, liability insurance sufficient to fulfill its responsibilities under Section [23](#) above.

- 24.1** Such insurance must have limits of not less than one million dollars each occurrence and two million dollars general aggregate. The insurance shall cover liability arising out of any use made by the Licensee of the Information or Data obtained under this Agreement and shall contain separation of insured's (cross liability) provisions.
- 24.2** The State of Washington, the AOC, its elected and appointed officials, agents, and employees shall be named as additional insured on said policy.
- 24.3** The Licensee shall furnish evidence in the form of a Certificate of Insurance satisfactory to the AOC that insurance has been secured. Failure to provide proof of insurance as required or the lapsing or cancellation of such insurance coverage will result in termination of the Agreement.

25. GENERAL TERMS AND CONDITIONS:

- 25.1 ALTERATIONS AND AMENDMENTS:** This Agreement may be amended by the AOC at any time by sending notice to Licensee.
- 25.2 ASSIGNMENT:** The Licensee may not transfer or assign: (i) this Agreement or any portion thereof; (ii) any right or benefit accruing to the Licensee under this Agreement; nor (iii) any claim arising under this Agreement.

- 25.3 DISPUTES:** Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the Licensee, and it cannot be resolved, either party 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 other party. The other shall write a response, and the matter shall be scheduled to be heard by the Data Dissemination Subcommittee. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.
- 25.4 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 either party.
- 25.5 GOVERNING LAW:** This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. The Licensee, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.
- 25.6 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.
- 25.7 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.
- 25.8 INDEPENDENT STATUS OF PARTIES:** The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint ventures, 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 the other party for any purpose whatsoever.
- 25.9 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.
- 25.10 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 mail; mail to the Licensee must be sent to Licensee's address as set forth in this Agreement and mail to the AOC must be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.
- 25.11 RECORDS MAINTENANCE:** The Licensee will retain all books, records, documents, and other materials relevant to this Agreement, including records of all recipients of information obtained from the Licensee, for six years after termination of this Agreement and make them available at all reasonable times to inspection, review, or audit by personnel authorized by the AOC, federal officials, and other officials so authorized by law.
- 25.12 SAVINGS:** In the event that after the effective date of this Agreement and prior to normal completion, funding from state, federal, or other sources is withdrawn, reduced, or limited in any way, the AOC may terminate the Agreement without cause upon 30 days written notice subject to renegotiation under those new funding or project limitations and conditions.
- 25.13 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.
- 25.14 SUBCONTRACTING:** The Licensee shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

25.15 SURVIVAL:

- 25.15.1 For as long as the Licensee continues to use any portion of the Data provided under this Agreement, the Licensee must comply with the terms of this Agreement.
- 25.15.2 In addition, the provisions of Sections 21, 22, and 23 of this Agreement shall survive the termination of the Agreement.

25.16 TERMINATION:

- 25.16.1 General: This Agreement may be terminated without cause by either the AOC or the Licensee upon thirty (30) days written notice.
- 25.16.2 Termination for Cause: The Licensee accepts full responsibility and liability for any violations of this Agreement by the Licensee or any officer, employee, or agent of the Licensee and any such violation shall result in immediate termination by the AOC of all Data and Information provided to the Licensee or any officer, employee, or agent of the Licensee in any form and immediate forfeiture to the AOC of any AOC-provided Data and Information in any form held by the Licensee or any officer, employee, or agent of the Licensee. In such event, the Licensee shall be liable for damages as authorized by law.
- 25.16.3 Termination For Nonpayment: The AOC may immediately, without notice, terminate this Agreement for failure of the Licensee to pay an invoice outstanding longer than 30 days.

25.17 TERMINATION PROCEDURE: After receipt of notice of termination for failure to pay an invoice timely, and except as otherwise directed by the AOC, the Licensee shall:

- 25.17.1 Stop dissemination of any Information and Data provided by the AOC under this Agreement on the date and to the extent specified in the notice.
- 25.17.2 Return or destroy all Information and Data provided by the AOC as stated in Subsection 7.2.7.

25.18 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.

26. SIGNATURES: The parties hereto, having read this Agreement in its entirety, do agree thereto in each and every particular.

ADMINISTRATIVE OFFICE OF THE COURTS LICENSEE

Stephanie Happold
Data Dissemination Administrator

Signature/Title

DATE: _____

DATE: _____

Commented [HS2]: DDC Member: is it "shall" or "may"?

Commented [HS3]: DDC has kept it as 'shall' since the creation of these agreements; however, I support changing it to 'may'