State of Washington
Office of the Administrator for the Courts

Research Agreement

THIS AGREEMENT is entered into this _____ day of _____, _____ between the Office of the Administrator for the Courts (OAC), and _____ _____ (Researcher).

WHEREAS, the Researcher has submitted a written request to the OAC dated _____, _____, a copy of which is attached hereto and incorporated by reference as part of this Agreement, and

WHEREAS, the OAC has determined that the Researcher's 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,

IT IS THEREFORE AGREED AS FOLLOWS:

1. The OAC will supply the following items of information and/or data to the Researcher:
   _____
   _____
   _____
   _____.

2. The Researcher will explain the provisions that will be taken to securely protect any data that is confidential (physical locks, computer passwords and/or encryption): _____
   _____
   _____
   _____.

3. The Researcher will:
   a. use the information and/or data provided only for the research, evaluative, or statistical purposes described in the above-mentioned written request and for no other purpose;
   b. limit access to the information and/or data to the Researcher and those of the Researcher's employees whose responsibilities cannot be accomplished without such access;
   c. so far as possible, replace the name and address of any record subject with an alphanumeric or other appropriate code;
   d. immediately notify the OAC of any material changes in the purposes or objectives of its proposed research or in the manner in which the information and/or data will be used.
   e. prohibit the disclosure of data in any form which identifies an individual; and
   f. prohibit the copying or duplication of information or data provided other than for the stated research, evaluative, or statistical purpose.

4. The Researcher will not:
   a. disclose any of the information and/or data in a form which is identifiable to an individual in any project report or in any other manner whatsoever; and
   b. make copies of any of the information and/or data provided other than that necessary for research, evaluative, or statistical purposes.

5. In the event the Researcher deems it necessary, for the purposes consistent with this Agreement, to disclose the information and/or data to any other person or entity, including but not limited to associates, collaborators, and/or subcontractors, the Researcher shall:
   a. secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Researcher named herein;

Commented [BM1]: Does this mean that this form is going away? If not going away, it needs to update OAC with AOC in a couple of places.

Commented [HS2]: Replace with other agreement discussed in agenda item #6

Commented [BJ3R2]: Yes…form was replaced by updated Agreement

b. submit such written agreement to the OAC with a request for its written consent; and
c. shall not disclose any of the information and/or data until the OAC has provided such written consent.

6. The Researcher further agrees that the OAC shall have the right, at any time, to monitor, audit, and/or review the activities and policies of the Researcher (or any person or entity granted access to information and/or data under Paragraph 4, above) in order to assure compliance with this Agreement.

7. In the event the Researcher fails to comply with any term of this Agreement, the OAC shall have the right to take such action, as it deems appropriate including termination of this Agreement. If the OAC terminates this Agreement, the Researcher (or any person or entity granted access to the information and/or data) shall return all information and/or data to the OAC including all originals, copies, extracts, or other forms and/or formats. The confidentiality provisions contained herein will survive upon termination of this Agreement.

8. The Researcher will defend, protect, and hold harmless the OAC or any of its employees from any claims, damages, or other liability arising as a result of disclosure by the Researcher of any information received pursuant to this Agreement or for acts of the Researcher which are libelous or slanderous or violate a right of confidentiality.

9. The Researcher will provide the OAC with a copy of the Researcher's final report within thirty (30) days of the completion of that report.

IN WITNESS WHEREOF the parties have signed their names hereto this _____ day of _____, _____.

Office of the Administrator for the Courts	**Researcher**
_____	_____
By: Name	Name
_____	_____
Title	Title

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FOR JUVENILE RECORDS ONLY

State of Washington)
) ss.
County of _____)

On the ____ day of _____, _____, before me, a Notary Public for the State of Washington, appeared _____, known to me or proved that s/he is the person signing the within instrument, and that s/he signed the same of her/his own free act for juvenile records per RCW 13.50.010(8).

_____
Notary Public for the State of Washington,
Residing at: _____
My Commission expires: _____
Print Name: _____