_____

Research Data Agreement
Between the
STATE OF WASHINGTON
ADMINISTRATIVE OFFICE OF THE COURTS
And

_____

AOC Contract No. _____

THIS AGREEMENT is entered into between the State of Washington Administrative Office of the Courts (AOC), P.O. Box 41170, Olympia, WA, 98504-1170, and _____ (RESEARCHER), ADDRESS.

IT IS THEREFORE AGREED AS FOLLOWS:

1. It is the purpose of this Agreement to establish the terms and conditions under which AOC [will allow RESEARCHER continued use of the Judicial Information System data provided under _____]/ [through the Washington State Center for Court Research (WSCCR), will provide RESEARCHER_____], for the study _____. The RESEARCHER's request for this data and research are further described in Appendix A, which by this reference is incorporated into this Agreement.

[If needed] The JISC Data Dissemination Committee approved the request during its _____ meeting.

IRB approval is provided in Appendix B which by this reference is incorporated into this Agreement.

2. The AOC agrees to RESEARCHER's access to above-described data for the purposes set forth in this Agreement only. Data provided by AOC to RESEARCHER is hereinafter referred to as the "AOC data."

3. [If data is exchanged for merging purposes, explain how it will be provided to AOC]

4. AOC has no obligation to provide any data elements that are not in the JIS or are unduly burdensome for AOC to provide, as determined solely by AOC. AOC makes no representations or guarantees that all the requested data is available in the JIS or that AOC can access the data requested by RESEARCHER.

5. AOC will not provide data to RESEARCHER from any court case records which have been ordered sealed by the court.

[OR]

Pursuant to court rule GR 31(f)(1), AOC will provide RESEARCHER data elements from sealed/confidential cases, as the data need is for ____ purposes and the identification of specific individuals is ancillary to the purpose of this request. In order to have sealed/confidential case data, RESEARCHER must specify provisions for the secure

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protection of the data, as required under GR 31(f)(1)(D)(i). Provisions must be provided to AOC within five working days of execution of this Agreement.

6. AOC will determine the method of delivering the AOC Data described in this Agreement to RESEARCHER. Any AOC data that includes confidential data shall be transmitted using secure file transfer. AOC will provide the login and password solely to [DESIGNATED RESEARCHER].

7. RESEARCHER agrees to securely protect any AOC data that is confidential and any information which identifies an individual, including but not limited to name, date of birth, social security number, by maintaining the data in a physically secure location when not in use and by using computer passwords and/or encryption, physical locks, and restricting access solely to the principal analyst, _____, and those other persons necessary to conduct the work described in Appendix A. The RESEARCHER shall exercise due care to protect the AOC 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. RESEARCHER shall notify AOC immediately after becoming aware of any unauthorized access, use or disclosure.

8. RESEARCHER shall:

8.1 Use the AOC data provided only for the purposes described in this Agreement and for no other purpose. The AOC data cannot be used for any other research or publication.

8.2 Limit access to the AOC data to those persons necessary to conduct the work described in this Agreement.

8.3 Prohibit the copying or duplication of the AOC data other than for the stated purpose set forth in Appendix A.

8.4 Agree that no identifying information will be used in reports or publications prepared in relation to this request.

8.5 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 AOC data will be gathered or used.

8.6 **Agree not to use any of the AOC data to create a contact list for commercial purposes.**

8.7 Destroy the AOC data provided to RESEARCHER under this Agreement at the termination or expiration of this Agreement. AOC reserves the right to request written confirmation of this action from RESEARCHER.

8.8 Upon an AOC request, supply the AOC with:

- syntax used to analyze any AOC data; and/or
- syntax used to create any combined dataset that contains AOC data; and/or
- data files that were created using AOC data.

8.9 Upon an AOC request, submit a summary or presentation to the court associations identified by AOC, detailing the research and what has been accomplished to date.

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9. In the event the RESEARCHER deems it necessary, for the purposes consistent with this Agreement, to disclose the AOC data to any other person or entity besides those under RESEARCHER's supervision, the RESEARCHER shall:

- **9.1** 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;
- **9.2** Submit such written agreement to the AOC with a request for its written consent; and
- **9.3** Not disclose any of the AOC data until the AOC has provided such written consent.

10. The RESEARCHER further agrees that the AOC shall have the right, upon reasonable notice, 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 Section 9, above) in order to assure compliance with this Agreement.

11. With regard to the data provided by AOC, the RESEARCHER acknowledges that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC, the Washington Courts, and the Washington State County Clerks:

- **11.1** Do not warrant that the AOC data provided pursuant to this Agreement is accurate or complete;
- **11.2** Do not guarantee that the AOC data is in its most current form;
- **11.3** Make no representations regarding the identity of any person whose name is included in the AOC data provided; and
- **11.4** Do not assume any liability resulting from the release or use of the AOC data.

12. RESEARCHER acknowledges 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 the data provided. Specifically:

- **12.1** 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 RESEARCHER or other third parties of any data provided under this Agreement;
- **12.2** 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
- **12.3** The AOC shall not be liable to RESEARCHER 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.

13. Either AOC or RESEARCHER 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 fifteen (15) calendar days subsequent to the date such notice was provided. If the Agreement is terminated by either party, RESEARCHER shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

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14. In the event RESEARCHER fails to comply with any term of this Agreement, the AOC has the right to take such action as it deems appropriate including termination of this Agreement. If the AOC terminates this Agreement, RESEARCHER shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

15. The RESEARCHER shall defend, protect, and hold harmless the AOC and 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.

[OR]

The RESEARCHER hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, Washington state courts, 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 AOC data obtained under this Agreement or which violates a right of confidentiality.

[OR]

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers and its agents. No party assumes any responsibility to the other parties for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

16. The effective date of this agreement is the date of last signature. This Agreement will expire _____ [should be the same as the IRB approval].

17. RESEARCHER will provide AOC with a copy of any report generated from this research project 60 days prior to publication with the opportunity for 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 and related findings shall be removed from the report.

18. COSTS: [depending on the request: waived, DW fees, or WSCCR fees]

18.1 RESEARCHER will be invoiced for the AOC fees associated with providing the data requested for each request submitted.

18.2 RESEARCHER shall make a non-refundable payment within 30 days of invoice receipt.

18.3 Rate Schedule:
RESEARCHER agrees to pay the following amount to AOC to provide the data described in this Agreement to the RESEARCHER:

_____

Administrative Fee	$50.00
Data Warehouse Evaluation/Research/Programming	$55.00 per hour
Data Reporting Evaluation/Research	$54.00 per hour
JIS System Run Time	$12.00 per minute or portion thereof (two-minute minimum)

[OR]

There is no compensation associated with this Agreement. The cost recovery fees listed in Appendix A are waived.

19. [FOR WSCCR agreements]
PROJECT MANAGEMENT.
The project manager for each of the parties shall be responsible for, and shall be the contact person for, all communications regarding the performance of this Agreement.

The Project Manager for AOC is:	The Project Manager for RESEARCHER is:
Carl McCurley, Ph.D., Manager **Washington State Center for Court Research** **Administrative Office of the Courts** **PO Box 41170** **Olympia WA 98504-1170** **Phone: (360) 705-5312** **E-Mail: Carl.Mccurley@courts.wa.gov**	

20. GENERAL TERMS AND CONDITIONS:

20.1 ALTERATIONS AND AMENDMENTS: This Agreement may be amended at any time by the written mutual agreement of the parties and executed by authorized signatories.

20.2 ASSIGNMENT: The RESEARCHER may not transfer or assign:
(i) this Agreement or any portion thereof;
(ii) any right or benefit accruing to the RESEARCHER under this Agreement; or
(iii) any claim arising under this Agreement.

20.3 DISPUTES: Except as otherwise provided in this Agreement, when a bona fide dispute concerning a question of fact arises between the AOC and the RESEARCHER, 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

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dispute resolution.

[OR]

Nothing in this Agreement shall preclude RESEARCHER or AOC from working to problem-solve issues that arise regarding this Agreement. Either party may request a meeting to address problems and identify remedies consistent with this Agreement.

- Parties will cooperate in conducting all dispute negotiations.
- Telephone or other communication devices may be used in negotiating disputes.
- Initial negotiations will be between AOC and RESEARCHER project managers.
- If either party determines that initial negotiations are unsuccessful then either party may send a written “Dispute Notice” to the other party.
- The Dispute Notice shall set forth in reasonable detail the other party's position and its proposal for resolution of the dispute. The Dispute Notice may be mailed, faxed, or emailed to either party.
- Within five (5) business days of receipt of the written Dispute Notice the parties shall schedule a meeting with their representatives. The meeting may be either in person at an agreed location or via video conference. During this meeting, representatives will attempt to resolve any issues between the parties.
- If the negotiations are still unsuccessful, either party may take the dispute to the Judicial Information System Data Dissemination Subcommittee.
- Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible. However, the parties may pursue other legal or contractual remedies available to them.

20.4 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.

20.5 GOVERNING LAW: This Agreement shall be governed exclusively 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 RESEARCHER, 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.

20.6 HEADINGS: The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

20.7 CONFLICTS OF AUTHORITY: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington. If any provision of this Agreement shall be deemed in conflict with any laws of the state of Washington or any applicable federal laws, such provision shall be deemed modified to conform to said statute or rule of law.

20.8 INDEPENDENT STATUS OF PARTIES: 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 the other

party for any purpose whatsoever.

20.9 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.

20.10 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 RESEARCHER must be sent to RESEARCHER'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.

20.11 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.

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

20.13 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.

20.14 SURVIVAL: Section 12, Section 15, and Section 17 shall survive upon termination of this Agreement. RESEARCHER's obligation to maintain the confidentiality of the AOC data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

20.15 COUNTERPARTS: 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.

20.16 SIGNING AUTHORITY: The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

IN WITNESS WHEREOF, the AOC and the RESEARCHER have signed this Agreement:

State of Washington **Administrative Office of the Courts**	**RESEARCHER**
By _____	By_____
_____ [Print Name]	_____ [Print Name]
_____	_____

_____

[Print Title]

_____
Date

[Print Title]

_____
Date

Read and Understood

By: _____
Researcher

_____
[Print Title]

_____
Date

By: _____
Researcher

_____
[Print Title]

_____
Date