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

_____

AOC Contract No. JIS_____

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

IT IS THEREFORE AGREED AS FOLLOWS:

1. AOC maintains the Judicial Information System (JIS), which is an electronic case management system that contains case record information from most Washington state courts. The Requestor submitted a written request to the AOC for JIS data, a copy of the request is attached hereto as Appendix A and incorporated by reference as part of this Agreement. The AOC has determined that Requestor's written request clearly specifies the public information and/or data sought. It is the purpose of this Agreement to establish the terms and conditions under which AOC will provide the data sought.

2. The AOC consents to the Requestor's request, as described in Appendix A. Data provided under this Agreement will hereinafter be referred to as "AOC data."

3. The AOC has no obligation to provide data to the Requestor that is not present in the JIS. With regard to the data provided by AOC, the Requestor acknowledges that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC, the Washington state courts, and the Washington state county clerks:

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

4. AOC will not provide data from any cases or court case records which have been ordered sealed by the court, or are confidential cases or court case records by reason of any statute, court order, or court rule.

5. If the Requestor discovers it received confidential data as defined by court rule, Washington statute, or the JISC Data Dissemination Policy, Requestor agrees to notify the AOC and securely protect that data by maintaining it 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 persons necessary to conduct the work described in Appendix A.

6. Requestor shall:

6.1 Use the AOC data only for the purposes described in this Agreement.

6.2 Immediately notify the AOC of any material changes in the purposes, scope, or objectives of its proposed use or in the manner in which the AOC data will be gathered or used.

6.3 **Not use any of the AOC data to create a contact list for commercial solicitation.**

6.4 ~~Prohibit the copying or duplication of the AOC data other than for the stated purpose set forth in this Agreement.~~

6.5 Agree that the name and address of any individual is ancillary to this request, and that no identifying information will be used in reports or publications prepared for commercial solicitation purposes.

6.6 ~~Immediately destroy the AOC data provided to Requestor at the termination of this Agreement. AOC reserves the right to request written confirmation of this action from Requestor.~~

6.7 Attach the following disclaimer to any report generated from the AOC data:
The Administrative Office of the Courts, the Washington Courts, and the Washington State County Clerks:
1) Do not warrant that the data or information is accurate or complete;
2) Make no representations regarding the identity of any persons whose names appear in data or information; and
3) Do not assume any liability whatsoever resulting from the release or use of the data or information.
The user should verify the information by personally consulting the “official” record reposing at the court of record.

7. ~~In the event the Requestor deems it necessary, for the purposes consistent with this Agreement, to disclose the AOC data to any other person or entity besides those listed in Appendix A, the Requestor shall:~~

~~**7.1** Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were the Requestor named herein;~~

~~**7.2** Submit such written agreement to the AOC with a request for its written consent; and~~

~~**7.3** Shall not disclose any of the information and/or data until the AOC has provided such written consent.~~

8. Requestor further agrees that the AOC has the right, at reasonable times and upon

prior notice, to monitor, audit, and/or review the activities and policies of Requestor (or any person or entity granted access to AOC data under Section 7, above) in order to assure compliance with this Agreement.

9. COSTS:

9.1 Requestor will be invoiced for the AOC fees associated with providing the data requested.

9.2 Requestor shall make a non-refundable payment within 30 days of invoice receipt.

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

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)

10. AOC will determine the method of delivering the AOC data to Requestor and provide any logins and passwords if needed.

11. In the event Requestor 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, Requestor shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 13 and Section 15 shall survive upon termination of this Agreement. The Requestor's obligation to maintain the confidentiality of the data provided by AOC shall survive termination of this Agreement or in accordance with applicable laws.

12. Either AOC or Requestor 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. If the Agreement is terminated by either party, Requestor shall return all AOC data to the AOC including all originals, copies, extracts, or other forms and/or formats. Section 13 and Section 15 shall survive upon termination of this Agreement. The Requestor's obligation to maintain the confidentiality of the data provided by AOC shall survive termination of this Agreement or in accordance with applicable laws.

13. The Requestor hereby agrees to defend, indemnify, and hold harmless the AOC, its employees, Washington State courts, and the State of Washington from all claims, loss, risk of loss, and damages (including expenses, costs, and attorney fees) arising out of, 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, or for acts of the Requestor which are libelous or slanderous or violate a right of confidentiality.

14. The effective date of this Agreement is the date of last signature. This Agreement will expire in one year from the effective date.

15. Requestor acknowledges that the AOC shall not be responsible or liable for the validity of any AOC data provided or for the use of the AOC data. Specifically:

15.1 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 Requestor or other third parties of any AOC data.

15.2 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.

15.3 The AOC shall not be liable to Requestor 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 AOC data provided under this Agreement.

16. GENERAL TERMS AND CONDITIONS:

16.1 ALTERATIONS AND AMENDMENTS: This Agreement may be amended by mutual written agreement of the parties.

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

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

16.4 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.

16.5 GOVERNING LAW: This Agreement shall be exclusively 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 Requestor, 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.

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

16.7 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.

16.8 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.

16.9 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.

16.10 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 Requestor must be sent to Requestor'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.

16.11 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.

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

16.13 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.

16.14 SURVIVAL: Section 13 and Section 15 shall survive upon termination of this Agreement. Requestor'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.

16.15 COUNTERPARTS: The parties may execute this agreement in multiple counterparts, each of which shall be deemed an original and all of which shall constitute only one agreement.

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

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

State of Washington **Administrative Office of the Courts**	**Requestor**
By _____	By_____
Name: Title:	Name: Title:
_____ Date	_____ Date