

Arizona Supreme Court  
Administrative Office of the Courts

DRAFT ver 9/29/09

**DATA DISSEMINATION AGREEMENT**

This agreement is between the ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS ("Court"), located at 1501 W. Washington, Phoenix, Arizona 85007, and \_\_\_\_\_, ("Data Recipient") located at \_\_\_\_\_ *[address]* \_\_\_\_\_.

1. **Term.** This agreement shall begin upon execution and terminate on \_\_\_\_\_, unless otherwise terminated by the Court pursuant to paragraph (4)(1).
2. **Description of Data to be Disseminated.** The Court agrees to provide the following data in electronic format to the Data Recipient:

*[Describe data to be disseminated, frequency, and format or refer to an attachment]*

3. **Payment.** Data Recipient agrees to pay the Court \$ \_\_\_\_\_ for providing the data in electronic format as described herein.
4. **Terms and Conditions for Receiving Court Data.** Data Recipient agrees to the following terms and conditions:
  - a. **Confidentiality of data.** Data Recipient agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by the Court.
  - b. **Mailing lists.** Data Recipient will not use or resell data to a person or entity who uses the data for commercial solicitation of any individual named in the data.
  - c. **Re-publication on the Internet.** Data Recipient will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with the personal identifiers set forth in Arizona Supreme Court Rule 123(j)(4).
  - d. **Compliance with audits and investigations.** Data Recipient agrees that the Court may audit Data Recipient's compliance with the terms and conditions of the dissemination agreement and that Data Recipient will cooperate fully with any law enforcement investigation concerning the use of the data by Data Recipient or any of its subscribers.
  - e. **Duty to offer only current data.** Data Recipient agrees to provide its users only the most recent data received from the Court.

- f. **Duty to remove or correct data.** Upon notice from the Court, Data Recipient agrees to remove from its files within two business days any data that has been amended, corrected, sealed, or otherwise restricted and notify its subscribers to do the same. The notice from the Court shall identify the cases that are to be corrected, removed, or otherwise restricted.
- g. **Required notice to downstream users.** Data Recipient agrees to enter into a written subscriber agreement with each of its subscribers that specifically details the authorized uses of the data accessed as set forth in this agreement, conditions access to lawful use, and includes a provision for immediate termination of the agreement in the event of improper use of the data. The agreement shall also require the subscriber to remove from its files any data that has been amended, corrected, sealed, or otherwise restricted, within two business days from receiving notice from Data Recipient. The agreement shall further require the subscriber to provide a disclosure statement to each customer, client, or other third party at the time any of the data obtained under the agreement is provided to such individuals or entities, which states:

Neither the Arizona Supreme Court, the Administrative Office of the Courts, nor the courts of the State of Arizona provide any warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the Data Recipient and/or its subscribers, customers, clients, or other third parties to whom the data is supplied to verify the data obtained under this agreement with the official court records.

- h. **Indemnification.** Data Recipient agrees to defend, indemnify, and hold harmless the Supreme Court, the courts from which the data originated, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred as a result of any claims, judgments, or executions arising out of any use made of the data obtained under this agreement.
- i. **Insurance Requirements.** Data Recipient shall provide coverage with limits of liability not less than those stated below:

1) **Commercial General Liability – Occurrence Form**

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Each Occurrence \$ 500,000

(a) The policy shall be endorsed to include the following additional insured language: *“The Arizona Supreme Court, any court from which the data originated, the State of Arizona, and their officers, agents, and employees shall be named as additional insureds with respect to liability arising out of the release of data under*

*this agreement."*

(b) The policy shall contain a waiver of subrogation against the Arizona Supreme Court, any court from which the data originated, the State of Arizona and their officers, agents, and employees for losses arising from release of data under this agreement.

**2) Additional insurance requirements:** The policy shall include, or be endorsed to include, the following provisions:

(a) The Arizona Supreme Court, any court from which the data originated, the State of Arizona and their officers, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Data Recipient, even if those limits of liability are in excess of those required by this agreement.

(b) The Data Recipient's insurance coverage shall be primary insurance with respect to all other available sources.

(c) Coverage provided by the Data Recipient shall not be limited to the liability assumed under the indemnification provisions of this agreement.

**3) Notice of cancellation:** Each insurance policy required by this agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Court. Such notice shall be sent directly to the Administrative Office of the Courts, Information Technology Director, 1501 W. Washington, Phoenix, AZ 85007, and shall be sent by certified mail, return receipt requested.

**4) Acceptability of insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Court and the State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Data Recipient from potential insurer insolvency.

**5) Verification of coverage:** Data Recipient shall furnish the Court with a certificate of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this agreement. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Court before data is provided by the Court. Each insurance policy required by this agreement must be in effect at or prior to commencement of this agreement and remain in effect for the duration of the agreement. Failure to maintain the insurance policies as required by this agreement, or to provide evidence of renewal, is a material breach of the agreement.

All certificates required by this agreement shall be sent directly to the Administrative Office of the Courts, Information Technology Director, 1501 W. Washington, Phoenix, AZ 85007. The Court reserves the right to require complete, certified

copies of all insurance policies required by this agreement at any time.

- j. **Recordkeeping.** Data Recipient shall create and retain financial records and other documents relevant to this agreement for a period of not less than five years from the ending date of this contract. The Court or its auditor shall have access to such records during the retention period.
- k. **Applicable law.** The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this agreement, and any disputes thereunder.
- l. **Termination and breach.** The Court may terminate this contract immediately if, in the Court's sole discretion, it determines that the data has been used improperly or that the Data Recipient has failed to comply with any of the terms or conditions required by this agreement.
- m. **Amendments and waivers.** Amendments to the Contract shall be in writing and shall be signed by all parties to the Contract. To the extent that any amendments to the Contract are in conflict with the basic terms and conditions of the Contract, the amendments shall control the interpretation of the Contract. No condition or requirement contained in or made a part of the Contract shall be waived or modified without a written amendment to the Contract.

ARIZONA SUPREME COURT  
Administrative Office of the Courts

[DATA RECIPIENT]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_