

MEMORANDUM OF AGREEMENT

This Agreement, made in accordance with and pursuant to Sections [] and [] of the General Statutes is entered into as of the last date it is executed below, by and between the JUDICIAL BRANCH, STATE OF [State] (hereinafter, Judicial), acting herein by [Name], Chief Court Administrator, and the OFFICE OF [Name of Indigent Defense Entity] (hereinafter, [Abbreviation]), acting herein by [Head of Indigent Defense Entity], Chief Public Defender. For purposes of this Agreement, the term “parties” means Judicial [Name of Indigent Defense Entity]

WITNESSETH

WHEREAS, [Entity] is charged by statute with the mission of providing legal counsel to indigent persons; and

WHEREAS, [Entity] is implementing a research project (hereinafter, Research Project) to evaluate the quality of their representational services a description of which is attached hereto as Appendix A and made a part hereof; and

WHEREAS, information necessary for [Entity] to conduct the Research Project is contained in the [Name of database] (hereinafter, [Abbreviation]); and

WHEREAS, some of the information needed from the [Abbreviation] to conduct the Research Project concerns defendants who were not clients of the [Abbreviation], and/or information is statutorily erased or otherwise statutorily non-disclosable; and

WHEREAS, the Research Project will contribute to establishing a method for evaluating the quality of representation provided by the [Abbreviation];

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in accordance with and subject to the requirements of Sections [] and [] of the General Statutes, the parties hereto agree as follows:

1. RESEARCHERS

Abbreviation's research, pursuant to this Agreement, shall be limited to the following:

- Name of Project Leader in Indigent Defense Entity
- Names of Clerical Staff assisting with research
- Names of all IT staff assisting with research and data
- Names of content experts (attorneys, training personnel, etc.) assisting with research

and any subsequently approved persons, hereinafter collectively referred to as "the Researchers".

The parties may amend the list of approved Researchers by executing an addendum to this Agreement.

2. PROCEDURE

a. Judicial shall provide the Researchers with access to a data extract on Judicial's computer server. The data included in the extract, to the extent reasonably available, shall be in accordance with the data elements set forth in Appendix B, attached hereto and made a part hereof. The Researchers shall make one copy of the data extract and place it on Abbreviation's computer server, with access to the data extract limited to the Researchers. No additional copies of the data extract shall be made nor shall the Researchers make additional copies of portions of the data contained therein. Within five years of the completion of the access rights granted herein, the Researchers shall, except as required by federal law, destroy the copy of the data extract and any additional records provided pursuant to this Agreement and Abbreviation and each researcher will certify to Judicial that it has done so.

b. No information or data provided by Judicial to the Researchers pursuant to this Agreement shall be used by the Researchers for any purpose, other than for the work specified in the Research Project as described in the attached Appendix A, without the express written permission of Judicial, which permission Judicial may grant or withhold in its sole, absolute,

nonreviewable discretion.

3. CONFIDENTIALITY

a. In recognition that some of the data that will be provided by Judicial is confidential and cannot be disclosed without a court order, [Abbreviation] hereby agrees on behalf of itself, and its principals, employees, agents, heirs, assigns, successors and the Researchers that: (1) they shall not access any data, files, records, computers or systems not required for the performance of duties related to conducting the Research Project; (2) they shall not advertise, advertise for sale, sell, rent, or disclose in any form or use any information obtained from Judicial pursuant to this MOA, except as required to conduct the Research Project; (3) they shall not disclose any information, other than in aggregate format; and (4) no Researchers shall access the data provided pursuant to this Agreement unless the individual (a) has been approved by Judicial, (b) has signed an Acknowledgment of Data Confidentiality in the form set forth in Appendix C, and (c) has signed an Authorization and Consent for Release of Information in the form set forth in Appendix D.

b. [Abbreviation] shall instruct each person who shall have access to or work with the Judicial data of the confidentiality provisions of this Agreement including, but not limited to, the prohibition to access, use or disclose information as set forth in subsection a, of this section 3, above.

c. Each proposed Researcher pursuant to this Agreement shall execute an Acknowledgment of Data Confidentiality in the form set forth in Appendix C and an Authorization and Consent for Release of Information in the form set forth in Appendix D. Throughout the term of this Agreement, Judicial shall have the sole, absolute, non-reviewable discretion to reject any proposed or current Researcher based on reasons related to prior criminal record, pending criminal justice status or a substantiated case of abuse or neglect. [Abbreviation] shall

have, and provide to Judicial upon its request, written criteria for addressing Researchers performing work under this Agreement that during the term of the Agreement have a substantiated case of abuse or neglect, an active criminal justice status, or are convicted of any crime or offense. [Abbreviation] shall immediately notify Judicial whenever it learns that a Researcher conducting research pursuant to the Agreement has a substantiated case of abuse or neglect, an active criminal justice status or is convicted of a crime or offense and whether [Abbreviation], in accordance with its policy, proposes to continue to assign said Researcher to conduct research pursuant to this Agreement.

d. The Researchers shall use all reasonable efforts to ensure that any materials or data accessed or developed pursuant to this Agreement shall be kept in a secure area available only to authorized personnel. The Researchers shall institute procedures acceptable to [Abbreviation] to reasonably ensure the confidentiality of the data. Upon request, [Abbreviation] shall provide Judicial with a copy of its internal practices, procedures and records relating to the use or disclosure of information received from Judicial or created by the Researchers based on information received from Judicial pursuant to this Agreement. If Judicial recommends additional precautions, [Abbreviation] shall consider such recommendations and take appropriate steps to address Judicial's concerns; however, [Abbreviation] shall remain responsible for maintaining the confidentiality of the records and information provided and obtained pursuant to this Agreement.

e. The Researchers shall not make known to any person or entity any information which could reasonably identify any individual whose information was provided by Judicial pursuant to this Agreement and shall not disclose information obtained pursuant to the Research Project except as part of a statistical summary.

f. Notwithstanding the foregoing, the Researchers shall permit any duly authorized representative of Judicial to examine any information collected or recorded by the Researchers

pursuant to this Agreement and shall provide Judicial, upon request, copies of research data including, but not limited to, data collection sheets, notes, and copies of computer programs, data bases and other products relating to the data provided pursuant to this Agreement.

g. It shall be the sole responsibility of [Abbreviation] to insure that any report, article, computer program, data base or other product or publication, whether oral or in writing, resulting from the performance of duties pursuant to the Research Project, protects the privacy of confidential data.

h. The Researchers shall provide [Abbreviation] and the Executive Director of Superior Court Operations cop[State], publications, computer programs, databases or other products resulting from or pertaining to the Research Project. Subject to the necessary approval of any third party publisher, [Abbreviation] and the Researchers agree to grant and hereby grant the Judicial Branch a perpetual royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials provided to Judicial in accordance with the terms of this MOA. [Abbreviation] and the Researchers shall use their best efforts to seek to obtain such approval from any third party publishers.

4. SANCTIONS

The Researchers shall be provided notice and direction by [Abbreviation] about the crucial need for maintaining the confidentiality of the data with which they will be working. Should a breach of privacy or confidentiality concerning any information provided or obtained pursuant to this Agreement occur, sanctions against the person(s) responsible may include, but not be limited to, written reprimand, suspension or dismissal from employment as determined by [Abbreviation], or that a court may find the person(s) in contempt of court, and any additional penalty or remedy which may be imposed in accordance with the [State] General Statutes or common law. In

addition, Judicial may terminate this Agreement with Abbreviation .

5. DURATION

a. The rights of access granted herein to the Researchers shall be effective for the period commencing with the execution of this Agreement through Date five years from beginning of project .

b. The confidentiality requirements shall survive termination of this Agreement and shall remain in effect in perpetuity.

c. The period of access rights set forth in subsection a. may be extended by mutual written agreement of the parties.

6. MODIFICATION OR TERMINATION OF AGREEMENT

a. Judicial may terminate this Agreement at any time, with or without cause, upon thirty days written notice of same to Abbreviation .

b. Subject to Judicial's right to terminate this Agreement, no modification to this Agreement shall be made without the written consent of the parties.

7. NOTICES

a. Any notice, report or similar writing which must be sent to Judicial shall be sent by first class mail, postage prepaid, addressed as follows:

Mailing address of agency
providing the data extract

b. Any notice which must be sent to Abbreviation shall be sent by first class mail, postage prepaid, addressed as follows:

Mailing address of indigent defense
entity receiving the data extract

c. Each party reserves the right to change the recipient and/or address for receipt of

notices upon written notice of same to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Name of Indigent Defense Entity

By: _____ Date: _____

Name of head of Indigent Defense Entity

Chief Public Defender
Duly Authorized

JUDICIAL BRANCH

STATE OF State

By: _____ Date: _____

Name of head of agency providing data extract

Executive Director, Superior Court Operations
Duly Authorized

JUDICIAL BRANCH, LEGAL SERVICES
APPROVED AS TO FORM

By: _____ Date: _____

Attorney for agency providing data extract

Director of Legal Services

ORDER

I have determined, in accordance with General Statutes sections and that the (hereinafter,) has a legitimate interest in obtaining the data requested in the preceding Agreement in order to assist in developing a research methodology to evaluate the quality of their representational services, and therefore the foregoing Agreement is approved. and each approved Researcher shall not permit anyone who has not been authorized in accordance with the Agreement to access the confidential data. Except as otherwise provided in the Agreement, all confidential data obtained or disclosed pursuant to the Agreement shall not be directly or indirectly further disclosed. Failure to comply with this directive may subject the offender(s) to sanctions permitted by the terms of the Agreement.

By: _____

Date: _____

APPENDIX A

DESCRIPTION OF RESEARCH PROJECT

The Indigent Defense Entity

Abbreviation will use the toolkit to assess various key performance indicators. The Judicial data extract will provide the data necessary to apply the toolkit analyses.

APPENDIX B

DATA ELEMENTS

List of all data elements needed in the data extract. Use actual field names if possible.

APPENDIX C

DATA CONFIDENTIALITY AGREEMENT

I have read the Memorandum of Agreement (hereinafter MOA) between the State of State Judicial Branch and the Name of Indigent Defense Entity, a copy of which is attached hereto as Exhibit 1 and made a part hereof, and I understand and acknowledge the crucial need for maintaining the confidentiality of the data with which I will be working. I agree to abide by the terms as provided in the MOA.

I understand and acknowledge that my access to confidential data is pursuant to the MOA. Any disclosure or redisclosure of the confidential data except as specifically authorized in the MOA is a violation of the MOA. I further understand and acknowledge that if I violate the MOA, I am subject to the penalties and remedies for breach of the Agreement set forth in the MOA.

Researcher

Signature

Date Signed

STATE OF State

ss. _____

COUNTY OF _____

On this the _____ day of _____, 20__ before me,
_____, the undersigned officer, personally appeared,
_____, known to me (or satisfactorily proven), and
acknowledged that he/she being duly authorized, executed the same in the capacity therein stated
and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My commission expires _____

APPENDIX D

AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION

Abbreviation I, the undersigned, hereby authorize the Name of Indigent Defense Entity (hereinafter, Abbreviation) or its authorized representative to verify motor vehicle records and review any criminal history record information pertaining to me which may be in the files of any Federal, State, or local criminal justice agency in any State in order to confirm my qualifications and suitability for access to confidential State of State Judicial Branch records. Abbreviation shall not use my disclosed personal information for any purposes other than for that stated above.

I hereby authorize persons, organizations and agencies to release to Abbreviation or its authorized representative any and all motor vehicle and/or criminal history record information that may be requested concerning me. I hereby release all of the persons and agencies providing such information from any and all claims and damages connected with their release of any such requested information. I hereby agree that a copy of this document is as valid as the original.

I hereby agree to discharge Abbreviation and the State of State Judicial Branch, their respective officers, employees, agents and authorized representatives, to the full extent permitted by law from any claims, damages, losses, liabilities, costs and expenses, charge or complaint arising from the retrieval, reporting, or dissemination of information authorized by this release.

Name _____ Gender _____

Date of Birth _____ Social Security Number _____

Driver's License Number _____ State of Issue _____

Signature _____ Date _____

STATE OF State

ss. _____

COUNTY OF _____

On this the _____ day of _____, 20____ before me,

_____, the undersigned officer, personally appeared

_____, known to me (or satisfactorily proven), and

acknowledged that he/she being duly authorized, executed the same in the capacity therein stated

and for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand.

Commissioner of the Superior Court

Notary Public

My commission expires _____