

MEMORANDUM OF UNDERSTANDING

Between

The Office of the Court Administrator

and

The Vermont Defender General

1. **PARTIES** - The parties entering this MOU are the Office of the Court Administrator (CAO) and the Defender General (ODG).
2. **USERS** - For the purposes of this MOU, the term "USERS" includes the Defender General and his or her administrative staff, the public defenders and their staffs, assigned counsel contractors and ad hoc counsel while performing official business within the lawful scope of the Defender General responsibilities. An individual shall no longer qualify as a USER upon termination of his or her employment, contract, or ad hoc status described above.
3. **PURPOSE** - The purpose of this MOU is to facilitate USERS' electronic access to public court records via the judiciary's internet-based public case access system (VtCourtsOnLine). All confidential records are excluded from this MOU.
4. **OBJECTIVE** - The objective of this MOU is to assist publicly funded defense counsel in representing their clients by providing electronic access to district court public records.
5. **CONDITIONS** -
 - A. The CAO will provide electronic access to district court records at no charge to USERS. The CAO may review at any time the usage of any or all USERS to ensure compliance with this MOU. The CAO shall not provide access to any confidential record.
 - B. USERS shall access electronic information from VtCourtsOnLine to collect criminal docket information for criminal justice purposes. USERS shall not access the data for personal use or use as private counsel.
 1. The Defender General will identify potential USERS of VtCourtsOnLine and determine the types of access that should be available to each.
 2. The Defender General shall designate an individual to serve as Administrator who shall be responsible for enforcing appropriate use of the system. The Defender General shall provide the name of the Administrator to the CAO and notify the CAO immediately upon designating a different individual as Administrator. The Administrator shall be responsible for providing passwords to all authorized USERS of the system and for removing access (i.e. flag inactive or delete user name and password) for individuals that no longer qualify as USERS.

3. The Defender General shall cooperate with the CAO in conducting audits or otherwise evaluating USERS' access to electronic information. The Administrator shall affirmatively validate on a monthly basis that the USERS accounts are accurate and current.

4. The CAO requires that all individual USERS agree to comply with this MOU prior to accessing electronic court records, and to document their agreement in writing. The Defender General's Administrator will not create an account or assign a password until he or she is in receipt of a signed agreement for any USER, and will maintain a complete set of these documents. VtCourtsOnLine may also require an electronic acceptance (e.g. click an "I accept" button) after reading the terms of usage on the internet. NOTE: The ODG will develop a User Agreement form that tracks this MOU that each user must sign.

6. COMMON UNDERSTANDING -

A. The parties acknowledge that the information obtained from VtCourtsOnLine may be incomplete and/or inaccurate. Accordingly, the Defender General and all other USERS recognize that they use the data at their own risk and agree that they will not hold the CAO responsible for any errors or misrepresentations made by persons based on the electronic records.

B. The CAO has the sole authority to modify the manner in which it obtains, records, organizes, stores and/or archives the court data that is the subject of this MOU.

7. EFFECTIVE DATE AND LIFE OF AGREEMENT -

A. This MOU shall be effective upon signing and shall remain in effect until terminated by either party.

B. The terms of this MOU may not be waived, altered, modified, amended or supplemented, except by written agreement of the parties.

C. This MOU may be terminated by either party upon 90 days' notice in writing delivered by certified mail or in person.

D. This MOU may be rendered null and void by changes in federal or state law or funding that prevents either or both parties from fulfilling its terms. If this should arise, each party agrees to notify the other as soon as reasonably possible.

E. This MOU may be terminated by the CAO immediately should the Court Administrator determine that the ODG has failed to properly administer Users access, for example, failure to properly and expeditiously remove access for individuals who no longer qualify as USERS, or that the ODG has failed to cooperate with the CAO in ensuring appropriate use by USERS. An individual USERS access may be terminated by the CAO or the ODG immediately should the Court Administrator or the Defender General or his or her designee determine that there is inappropriate use by USER.

Lee Suskin, Court Administrator

Matthew Valerio, Defender General

Date

Date