

STATE OF MINNESOTA

IN SUPREME COURT

#C4-85-1848

ORDER AUTHORIZING
DISCLOSURE OF
JUVENILE COURT RECORDS FOR
RESEARCH PURPOSES

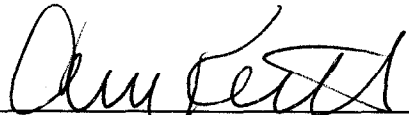
WHEREAS, by Order #C4-85-1848, dated March 12, 1997, this Court made available to the Wilder Foundation certain juvenile justice data base records for use in studying outcomes of juveniles in out-of-home placements for the State of Minnesota Department of Corrections ("the Study"); and

WHEREAS, Wilder Foundation desires to obtain the Youth Identification Number for certain juveniles involved in the Study in order to determine their offense history; and has agreed in writing not to disclose Youth Identification Numbers to any third party;

NOW THEREFORE, pursuant to Rule 2 of the Rules of Public Access to Records of the Judicial Branch, and by virtue of and under the inherent power and statutory authority of the Minnesota Supreme Court to regulate public access to records maintained by the judicial branch, IT IS HEREBY ORDERED that the district courts of this state shall, upon request, provide the Wilder Foundation with the Youth Identification Numbers for juveniles involved in the Study, subject to the conditions set forth in the September 5, 1997, Nondisclosure Agreement between the Wilder Foundation and the State Court Administrator's Office.

Dated: September 9, 1997

BY THE COURT:



A.M. Keith
Chief Justice

OFFICE OF
APPELLATE COURTS

SEP 9 1997

FILED

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made and entered into by and between the STATE OF MINNESOTA, STATE COURT ADMINISTRATOR'S OFFICE, 145 Minnesota Judicial Center, 25 Constitution Avenue, St. Paul, MN 55155 ("SCAO") and the AMHERST H. WILDER FOUNDATION, Wilder Research Center, 1295 Bandana Boulevard North, Suite 210, St. Paul, MN 55108 ("WRC").

WHEREAS, WRC desires to obtain Youth Identification Numbers for certain juveniles involved its study of outcomes of juveniles in out-of-home placements for the State of Minnesota Department of Corrections ("the Study"); and

WHEREAS, Youth Identification Numbers are sensitive, confidential information that may not be disclosed without the prior approval of SCAO and the Minnesota Supreme Court ("the Court"), and SCAO is willing to submit a request to the Court for disclosure of the Youth Identification Numbers pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements, promises and covenants contained herein, SCAO and WRC hereby agree as follows:

1. EFFECTIVE DATE; TERMINATION. This Agreement is effective as of the date executed by SCAO and shall continue in full force and effect according to its terms. SCAO may terminate this Agreement without prior notice to WRC upon any violation or breach of this Agreement by WRC or WRC's employees. WRC may terminate this Agreement at any time by written notice to SCAO. Within ten days of the effective date of any termination of this Agreement, WRC shall either return any and all copies of the Youth Identification Numbers to SCAO or certify in writing to SCAO that any and all copies of the Youth Identification Numbers have been destroyed. The provisions of sections 1 and 3 through 13 shall survive any termination of this Agreement.

2. RELEASE OF Youth Identification Numbers. Promptly following the effective date, SCAO shall submit a request to the Court for disclosure of the Youth Identification Numbers pursuant to the terms and conditions set forth in this Agreement. If the request is approved by the Court, SCAO shall notify the district courts of this state to make the Youth Identification Numbers available to WRC.

3. GUARANTEES OF CONFIDENTIALITY. Subject to section 4 hereof, WRC agrees:

- a. Not disclose the Youth Identification Numbers to any third party.
- b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of the Youth Identification Numbers and to satisfy WRC's obligations under this Agreement.

c. To limit the use of and access to the Youth Identification Numbers to WRC's bona fide employees whose use or access is necessary to effect the purposes of this Agreement, and shall advise each employee who is permitted access to any of the Youth Identification Numbers of the restrictions upon disclosure and use contained in this Agreement, and shall require each employee who is permitted access to the Youth Identification Numbers to acknowledge in writing that the employee has read and understands such restrictions.

d. That, without limiting paragraph 1 of this Agreement, the obligations of WRC and its employees with respect to the confidentiality and security of the Youth Identification Numbers shall survive the termination of this Agreement or their relationship to WRC.

e. That, notwithstanding any federal or state law applicable to WRC's or WRC's employees' nondisclosure obligations hereunder, such obligations of WRC and WRC's employees are founded independently on the provisions of this Agreement.

4. LIMITATIONS ON NONDISCLOSURE. WRC's obligations under section 3 of this Agreement do not apply to information that is accessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Court.

5. INJUNCTIVE RELIEF; LIABILITY. WRC acknowledges that SCAO and the district courts of the State of Minnesota will be irreparably harmed if WRC's obligations under this Agreement are not specifically enforced and that SCAO and the district courts of the State of Minnesota would not have an adequate remedy at law in the event of an actual or threatened violation by WRC of its obligations. Therefore, WRC agrees that SCAO and the district courts of the State of Minnesota shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by WRC or its employees without the necessity of SCAO and the district courts of the State of Minnesota showing actual damages or that monetary damages would not afford an adequate remedy. WRC shall be liable to SCAO and the district courts of the State of Minnesota for reasonable attorneys fees incurred by SCAO in obtaining any relief pursuant to this Agreement.

6. INDEMNIFICATION. WRC agrees to indemnify and save and hold SCAO, the district courts of the State of Minnesota, and their agents and employees harmless from any and all claims or causes of action arising from the performance or breach of this Agreement by WRC or by WRC's employees.

7. ACCURACY AND USE DISCLAIMER. WRC IS SOLELY RESPONSIBLE FOR ASSURING PROPER ANALYSIS, VERIFICATION, AND INTERPRETATION OF THE RECORDS. SCAO IS UNDER NO OBLIGATION TO ASSIST WRC IN THE ANALYSIS, VERIFICATION, OR INTERPRETATION OF THE RECORDS.

8. MUTUAL REPRESENTATION AND WARRANTY OF AUTHORITY. WRC and SCAO each represent and warrant to the other that:

a. It has the full right, power and authority to enter into this Agreement and to perform fully all of its obligations hereunder; and

b. It is free of any obligation or restriction that would prevent it from entering into this Agreement or from performing fully any of its obligations hereunder; and

c. It has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this Agreement.

9. INDEPENDENT CONTRACTOR. WRC is an independent contractor. Neither WRC nor WRC's employees are or shall be deemed for any purpose to be employees of SCAO. Neither WRC nor SCAO shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

10. NON-WAIVER. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

11. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Party may assign, delegate and/or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any corporation or other legal entity into, by or with which WRC may be merged, acquired or consolidated or which may purchase the entire assets of WRC.

12. GOVERNING LAW, CONSTRUCTION, VENUE AND JURISDICTION. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. WRC hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

13. INTEGRATION. This Agreement sets forth the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. Any amendments or modifications to this Agreement shall be in writing signed by both Parties.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Agreement in duplicate.

AMHERST H. WILDER FOUNDATION

STATE OF MINNESOTA, STATE
COURT ADMINISTRATOR'S OFFICE

By: Paul W. Mattesi

By: Joe K. Asa

Title: Director, WRC

Title: State Court Administrator

Date: 9/5/97

Date: September 5, 1997