

## **BULK DATA VERIFICATION AND INDEMNIFICATION AGREEMENT (ON-GOING SUBSCRIPTION)**

THIS AGREEMENT is made and entered into by and between the STATE OF MINNESOTA, STATE COURT ADMINISTRATOR'S OFFICE, located at 135 Minnesota Judicial Center, 25 Rev. Dr. Martin Luther King, Jr. Blvd., St. Paul, MN 55155 ("the **STATE**") and the \_\_\_\_\_ ("User").  
(User Full Legal Name and address)

### **Recitals**

User desires a copy of the STATE's bulk data described as \_\_\_\_\_ ("the **Records**") pursuant to the terms and conditions set forth in this Agreement. User's technical contact information is:

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Agreement**

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

#### **1. EFFECTIVE DATE; TERMINATION.**

a. This Agreement is effective as of the date executed by the STATE and shall continue in full force and effect according to its terms. This Agreement shall remain in effect until terminated as provided in this Agreement or superseded by a subsequent agreement between the parties.

b. The STATE may terminate this Agreement without prior notice to the User upon any violation or breach of this Agreement by User. Either party may terminate this Agreement at any time by written notice to the other party. In addition, at such time when User no longer downloads or installs periodic updates as required in section 2 for a period of 30 days, the STATE may notify User that the Agreement will terminate in 30 days unless within that 30-day period User downloads and installs the most recent update and certifies to the STATE in writing that the download and installation are complete.

c. Upon any termination herein, User shall promptly purge all of the Records from User's system and certify in writing to the STATE that the purge is complete. The provisions of sections 1 and 3 through 15 shall survive any termination of this Agreement.

## **2. RELEASE OF RECORDS; FEES AND FEE WAIVER ADDITIONAL CONDITIONS.**

a. Promptly following the effective date and payment of any required fees the STATE shall make a copy of the Records available to User. It is contemplated that Records will be made available via a secure delivery method as determined by the STATE (e.g. SFTP site) requiring a User password provided by the STATE. User shall keep the password secure and not disclose it to any third party. The STATE will also make available periodic updates of the Records on a weekly basis that User shall procure by paying the applicable monthly fee, and downloading and installing the records every week. Periodic updates will be complete database downloads and User will destroy prior downloaded data upon receipt and installation of the most recent update. Upon request of the STATE, User shall promptly demonstrate compliance with these requirements and the Rules of Public Access to Records of the Judicial Branch, which may include, but is not limited to, information technology records evidencing installation of new downloads and destruction of prior downloads. Failure to promptly demonstrate compliance shall be grounds for immediate termination of this Agreement by the STATE. The STATE may change passwords at any time and will advise User accordingly.

b. Qualified Users can obtain waiver of the commercial fee (but not the data preparation fee, if any) if the User warrants that it is (“X” indicates applicable provision):

- \_\_\_ an educational or noncommercial scientific institution, whose purpose is scholarly or scientific research; or
- \_\_\_ a representative of the news media.

By indicating that it is one of the qualified Users above, in addition to other obligations in this Agreement User agrees that the Records will not be used for commercial purposes or resale, and that the Records will not be used in a manner that contravenes the public policy of the State of Minnesota or the general well being of its citizens. User may broadcast or print news stories which include analysis and/or interpretations of the Records.

**3. VERIFICATION.** User understands and agrees that the Records are provided “as is” as of the preparation date indicated by the State and that recent entries made by court staff may not be immediately reflected in the Records. The STATE does not assume any liability for inaccurate or delayed data, errors, or omissions and User relieves the State and the Minnesota Judicial Branch from any and all such liability. User assumes all risk and liability for verification, use and misuse of the data. User may verify the accuracy and public status of the data by logging in to the State’s public access portal at [www.mncourts.gov](http://www.mncourts.gov) or visiting a public access terminal at any State courthouse.

**4. USE LIMITS.** The Records shall not be used in place of a criminal history background check which is available from the State of Minnesota Bureau of Criminal Apprehension.

**5. DOWNSTREAM NOTICE.** User shall notify its employees, agents, clients, customers, and other third party recipients of the Records of the limitations on use of, and requirements for verification of, the Records, as set forth in this Agreement.

**6. LIMITATION OF STATE'S LIABILITY.** User acknowledges and agrees that the Records may be subject to errors and omissions and that the State and the Minnesota Judicial Branch shall not be responsible or liable in any way whatsoever for the accuracy and completeness of the Records or for the use or misuse of the Records. The State and the Minnesota Judicial Branch shall not be liable to User or any other party for: (a) any claim or demand, regardless of form of action or venue thereof, for any damages resulting from use or misuse of the Records under this Agreement; (b) any claim or demand, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete information or data included in the Records provided under this Agreement; and (c) any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage that may arise from the use, misuse, operation, modification or disclosure of the Records under this Agreement.

**7. INJUNCTIVE RELIEF; USER LIABILITY.** User acknowledges that the STATE will be irreparably harmed if User's obligations, or that of its employees, agents, clients, customers and other third party recipients of the Records provided under this Agreement are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by User or its employees, agents, clients, customers or other third party recipients of the Records provided under this Agreement, of their obligations. Therefore, User agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by User or its employees, agents, clients, customers or other third party recipients of the Records provided under this Agreement without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. User shall be liable to the STATE for reasonable attorneys fees incurred by the STATE in obtaining any relief pursuant to this Agreement whether in regard to User or its employees, agents, clients, customers or other third party recipients of the Records provided under this Agreement.

**8. INDEMNIFICATION BY USER.** User agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance or breach of this Agreement by User and its employees, agents, clients, customers, and other third party recipients of the Records provided under this Agreement.

**9. ACCURACY AND USE DISCLAIMER.** THE RECORDS DISCLOSED TO USER PURSUANT TO THIS AGREEMENT ARE MAINTAINED BY THE STATE FOR PURPOSES OF CASE MANAGEMENT (I.E. MOVEMENT OF CASES FROM ONE POINT IN THE PROCESS TO THE NEXT) AND ARE NOT INTENDED FOR USE IN ANALYZING LEGAL ISSUES INVOLVED IN THE CASES. THE RECORDS DO NOT CONSTITUTE OFFICIAL RECORDS OF THE COURTS OF THE STATE OF MINNESOTA. USER IS SOLELY RESPONSIBLE FOR ASSURING PROPER ANALYSIS, VERIFICATION, AND INTERPRETATION OF THE RECORDS. THE STATE IS UNDER NO OBLIGATION TO

ASSIST USER IN THE ANALYSIS, VERIFICATION, OR INTERPRETATION OF THE RECORDS.

**10. MUTUAL REPRESENTATION AND WARRANTY OF AUTHORITY.** User and the STATE 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.

**11. INDEPENDENT CONTRACTOR.** User is an independent contractor. User shall not be deemed for any purpose to be an employee of the STATE. Neither User nor the STATE 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.

**12. 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.

**13. 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 permitted assigns.

**14. 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. User hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**15. 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.

USER

STATE OF MINNESOTA,  
STATE COURT ADMINISTRATOR'S  
OFFICE

By:

By:

Title:

Title:

Date:

Date: