LICENSE AGREEMENT

CAC FILER ACCESS TO

INTEGRATED COMPUTER ON-LINE NETWORK (ICON/ECLIPSE)

This License Agreement is made between CAC Filer (name and address) (hereinafter, “CAC Filer or “Licensee”) and the STATE OF COLORADO JUDICIAL DEPARTMENT (hereinafter “Judicial Department”).The Licensee and Judicial Department may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Judicial Department has developed and is the owner of the electronic database of court records known as the “Integrated On-Line Network” [hereinafter “ICON/Eclipse”], and is the owner of all proprietary rights in the said ICON/Eclipse system; AND

WHEREAS, pursuant to Chief Justice Directive 05-01, the State Court Administrator is the official custodian of the records contained in the ICON/Eclipse database; AND

WHEREAS, the Judicial Department, has determined that the need exists for Court Appointed Counsel Filers (CAC Filers) to be granted direct read and edit access to specific ICON/Eclipse screens in ICON/ECLIPSE for purposes of data entry to facilitate CAC Filer invoicing in the new Court Appointed Counsel Program; AND

WHEREAS, the Judicial Department believes that such limited access to ICON/ECLIPSE can be provided to the CAC Filer without compromising the integrity of the information in the electronic database and without disruption to the Judicial Department.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the CAC Filer and Judicial Department agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective upon signature by both Parties (“Effective Date”) and shall continue for a period of one (1) year following the Effective Date. This Agreement may be extended in a writing signed by both Parties.

2. DUTIES OF THE JUDICIAL DEPARTMENT

 a. Judicial Department shall assign an ICON/Eclipse ID/password to the CAC Filer. Use of an ID/password by a person other than the CAC Filer to whom it is assigned is prohibited and may result in immediate termination of this Agreement.

 b. Each CAC Filer, to gain access to ICON/Eclipse, shall be provided ICON/Eclipse training by the Judicial Department at a time and place convenient to the Judicial Department. Such training shall be completed prior to authorization for access to ICON/Eclipse.

3. DUTIES OF CAC FILER

The CAC Filer agrees to adhere to any administrative policies and procedures related to ICON/Eclipse provided to CAC Filer by Judicial Department. Additionally, CAC Filer shall abide by the provisions of the Judicial Department’s Electronic Communication Policy as set forth fully by CJD 07-01, incorporated herein by reference.

CAC Filer shall be strictly limited to its use of the ICON/Eclipse database for the purpose of submitting invoicing as a CAC to the Judicial Department. Any unauthorized use of the information accessible through ICON/Eclipse, including but not limited to bulk data collection distributed to other parties, or the gathering or use of information regarding parties, without the express permission of the Judicial Department, is strictly prohibited. Violation of this provision can result in, but shall not be limited to, termination of this license and referral of the matter to the appropriate law enforcement authority for criminal investigation if applicable.

1. CAC Filer shall maintain the confidentiality of any information contained in the ICON/Eclipse database.
2. CAC Filer shall not assign this agreement or any of its duties and responsibilities without the prior express written approval of the Judicial Department.
3. In the event that CAC Filer terminates its duties as CAC Filer, whether voluntarily or involuntarily, or transfers to another jurisdiction, CAC Filer shall provide notice to the Judicial Department immediately, in a period not to exceed one (1) working day. Failure to notify the Judicial Department of the CAC Filer’s termination may subject the CAC Filer to immediate termination of this license Agreement and any additional applicable consequences. Notification by the CAC Filer shall be made to:

State Court Administrator’s Office, ITS Division CIO:

Jason Bergbower, Acting Director of Information Technology Services

Colorado Judicial Branch, ITS
1300 Broadway Suite 1100

Denver, CO 80202

4. OTHER REQUIREMENTS FOR CAC FILER

 A CAC Filer shall purchase the computer hardware and any software necessary to

enable access to ICON/Eclipse, at CAC Filer’s expense. CAC Filer will comply with standards specified by the Judicial Department for the communication hardware, software, and circuits. The computer used by CAC Filer to access ICON/Eclipse must have the latest version (within the last 30 days) of appropriate anti-virus software installed and operational.

b. Superficial technical troubleshooting assistance with logging on/off ICON/Eclipse is available by calling ITS.

c. CAC Filer must obtain its own Internet Service Provider (ISP). (e.g., Qwest, AOL and MSN are authorized ISP’s).

5. TERMINATION

 Either party may terminate this Agreement for convenience by providing fourteen (14) days notice to the other Party. The Judicial Department may terminate this license Agreement immediately upon breach of any of the provisions of the Agreement by CAC Filer. Notice of termination for any reason shall be provided to the other Party by first class mail, postage prepaid to the respective address indicated below:

 CAC Filer

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CAC Filer Address.

And to Judicial Department at:

Dave Killingsworth, Director of Information Technology Services

Colorado Judicial Branch, ITS
1300 Broadway Suite 1100

Denver, CO 80202

 Further, upon termination of this Agreement, the CAC Filer agrees to return and/or remove all proprietary software owned by the Judicial Department and agrees to have its hardware inspected by a member of the Judicial Department to allow the Judicial Department to insure the CAC Filer’s compliance with termination procedures.

6. INDEMNIFICATION

 To the extent authorized by law, the CAC Filer shall indemnify, save and hold harmless the Judicial Department, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the CAC Filer, or its employees, agents, subcontractors, or assignees pursuant to the terms of this license agreement. Any damage done to the judicial computer system by the CAC Filer shall be the sole responsibility of the CAC Filer to rectify (virus, employee dishonesty, etc.)

7. CONFIDENTIALITY

 The parties to this Agreement shall be bound by any relevant state and federal laws as they relate to receiving, storing or exchange of client information. Further, the CAC Filer will adhere to Judicial Department policy and procedures relative to the dissemination of confidential information as established by The Judicial Department.

8. COMPLIANCE WITH LAW

 The Parties to this Agreement shall comply with the letter and spirit of all applicable federal, state and local laws and regulations related to performance under this Agreement, including but not limited to the Colorado Anti-discrimination Act of 1957, as amended, (Section 24-34-401 et seq C.R.S.) and other applicable law respecting discrimination and unfair employment practices.

9. GENERAL

 If any provisions of this Agreement are held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way to affected or impaired thereby. This Agreement constitutes the entire agreement and a complete integration of all understandings between CAC Filer and Judicial Department, and no modifications of amendments to this Agreement shall be valid unless in a signed writing by both Parties.

IN WITNESS WHEREOF, the Parties hereto execute on the dates set forth below.

JUDICIAL CAC FILER

DEPARTMENT

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

Jason Bergbower, Acting Director of Information Technology Services

State Court Administrator’s Office

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

 Phone/Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_