

Georgia Courts Automation Commission Electronic Court Filing Interoperability Pilot Agreement

September 11th, 2000, Version 0.3

THIS Court Filing Interoperability Pilot Agreement ("Agreement") is entered into as of the _____ day of _____, 2000, between Georgia Courts Automation Commission ("GCAC"), _____ ("Court") and _____ ("Vendor").

Recitals

WHEREAS Georgia Courts Automation Commission ("GCAC") is an agency of the judicial branch of the government of the State of Georgia located at 244 Washington Street, Suite 550, Atlanta, Georgia 30334, whose mission is to facilitate the electronic automation of Georgia's courts,

WHEREAS Court is a Georgia Superior Court, located at [ADDRESS], and is in the business of administering justice and adjudicating cases and, as a result, receives, manages, stores, and publishes court documents,

WHEREAS Vendor is a [STATE] corporation with a principle place of business at [ADDRESS], and is in the business of designing and implementing electronic court filing systems,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

Agreement

1. Background

Georgia Courts Automation Commission's ("GCAC") mission is to encourage and facilitate automation in courts around the State of Georgia. In furtherance of this mission, GCAC began investigating electronic court filing in late 1997. Early in its investigation, GCAC identified approximately twenty-five to thirty barriers that stood in the way of implementing rational and efficient electronic court filing in Georgia courts. To overcome several of these barriers, GCAC identified three areas that it believes require standardization: (1) civil procedure and court rules (2) document format, and (3) signatures.

Legal XML (<http://www.legalxml.org/>) and the Joint Technology Committee of Conference of State Court Administrators ("COSCA") (<http://cosca.ncsc.dni.us/>) and National Association of Court Managers ("NACM") (<http://nacm.ncsc.dni.us/>) have developed a "proposed" Court Filing XML 1.0 standard. The JTC/Legal XML proposed standard is a potential "document format" standard.

Accordingly, GCAC's purpose in promoting this pilot is to provide Georgia courts and attorneys with proof-of-concept of electronic court filing and also to better understand the need for, and barriers to, developing court filing standards in Georgia. GCAC also wishes to implement the

Legal XML standard to test its usability and as proof-of-concept of interoperability among courts and vendors.

2. Obligations of the Parties

2.1 Detailed Requirements Document

Technical requirements will be specified in a “Requirements Document.” The “Requirements Document” will be discussed, drafted, and agreed upon by GCAC, all vendors, and all courts in a workgroup setting. The “Requirements Document” is a “living document” that may change from time-to-time based on consensus of all pilot participants. Where consensus is in doubt or cannot be reached, GCAC will make final decisions. The “Requirements Document” is binding on all parties to this agreement. Some requirements may be different for some vendors.

2.2 Use of JTC/Legal XML Standard

In implementing its electronic court filing system, Vendor must adhere as closely as possible to the JTC/Legal XML Court Filing 1.0 Standard as further specified in the “Requirements Document”. The “JTC/Legal XML Court Filing Standard” is the July 24th JTC/Legal XML Court Filing standard published at <http://www.legalxml.org/CourtFiling/>. JTC is The Joint Technology Committee. The JTC is a joint committee of Conference of State Court Administrators ("COSCA") (<http://cosca.ncsc.dni.us/>) and National Association of Court Managers ("NACM") (<http://nacm.ncsc.dni.us/>).

2.3 Cooperation with GCAC, Courts, and Vendors

All parties shall use “best efforts” to timely meet deadlines, provide information needed by other parties, and otherwise cooperate to achieve the pilot goals. Vendor will use “best efforts” to work with other pilot vendors to achieve technical interoperability. Vendor is required to communicate about the interoperability aspects of the pilot during face-to-face meetings, telephone conferences, and mailing list discussions as such communication takes place from time-to-time.

2.4 No Interoperability Guarantee

All parties acknowledge that this Pilot is a test and that there can be no guarantee by any party of interoperability among competing systems. This does not obviate the obligation to make best efforts to achieve interoperability.

2.5 Usage Fees to Lawyers and Other Third-Parties

Vendor may charge attorneys any usage fee bearable by the market for use of its electronic filing services. Vendor may not alter existing court fees. “Court fees” are any fees that courts currently charge under state law, court rule, or otherwise for the filing of paper documents. “Usage fees” are fees over and beyond “court fees” charged to lawyers or other third parties for electronic court filing or services related to electronic court filing.

2.6 Fees to Courts and GCAC

Vendor may not charge the court or GCAC any fee for filing or retrieving electronically filed documents or other information related to electronically filed documents. By written agreement, vendor may charge GCAC or the Court other fees for software licensing or consulting services.

2.7 Software License

Any license from Vendor to GCAC or to the Court for software used in this pilot shall be contained in an **Addendum A** and attached to this agreement.

2.8 Consulting Services

The terms and conditions of any consulting agreements shall be contained in an **Addendum B** and attached to this agreement.

2.9 Hardware and Networking Costs

Unless otherwise agreed, GCAC or the Court will pay for all court-related hardware and networking costs associated with the Pilot. Unless otherwise agreed, GCAC and the Court will not pay for hardware or networking required by Vendor to perform electronic court filing services.

2.10 Marketing of Service

Vendor may market its electronic court filing services to lawyers and other third parties. Marketing of electronic court filing services should not, however, conflict with Paragraph 2.18 “Advertisement and Statements to the Press.”

2.11 Customer Support

Vendor may provide customer support to lawyers and other third parties, at its option.

2.12 Training and Support for Court

Vendor must provide training and support necessary to operate its system to court administrators, clerks, judges, and other staff.

2.13 Security and Virus Detection

Vendor must comply with industry standard security standards.

All parties will make best efforts to take precautions to ensure that systems do not contain or transmit software viruses that may reside within documents or other transmissions. The parties will make all reasonable efforts to identify and to correct or remove any document or file that may contain a virus.

2.14 Rights in Filed Documents

The Court shall have full right, title, and interest in all electronic court documents filed into the Court. Court may, at any time, restrict Vendor’s ability to publish Court documents, based on state law, court rule, court order, public policy or any other reason.

2.15 Intellectual Property

All right, title, and interest in intellectual property developed by Vendor belongs to Vendor. All right, title, and interest in intellectual property developed by GCAC belongs to GCAC. All right, title, and interest in intellectual property developed by the Court belongs to the Court. All right, title, and interest in jointly developed intellectual property belongs to GCAC but full rights shall be licensed by GCAC perpetually, royalty free to all other joint developers.

2.16 Disclosure of Proprietary Information

Vendor is not required to disclose proprietary information to GCAC, the Court, or other vendors. Vendor is, however, expected to fully cooperate in achieving technical interoperability with other Vendor systems.

2.17 Confidentiality

GCAC, the Court, and Vendor acknowledge that they possess and will continue to possess information and intellectual property that has commercial value and that is not in the public domain. Accordingly, all parties agree to hold such information and intellectual property confidential and refrain from disclosing it unless otherwise agreed by the parties. The confidentiality requirement shall not extend to feedback given to Legal XML or the COSCA/NACM Joint Technology Committee on the JTC/Legal XML Court Filing 1.0 proposed standard. The confidentiality requirement shall not extent to information contained in a “lessons learned” document written as a result of the Pilot.

2.18 Advertisement and Statements to the Press

Vendor may make statements about the Pilot in advertisements and statements to the press. However, until the completion of the Pilot, all such statement must be first submitted and approved by GCAC.

2.19 Upgrades

Vendor must complete the work defined in the Technical Requirements Document made part of this agreements under Paragraph 2.1. Vendor is not required to provide upgrades to any software after the completion of the Pilot.

2.20 Follow-on Work

There is no guarantee, either express or implied, of follow-on work as a part of this Pilot.

3. General

3.1 DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

The parties make no warranty, representation or promise not expressly set forth in this agreement. The parties disclaim and exclude any and all implied warranties of merchantability, title and fitness for a particular purpose. The parties do not warrant that any software, programs or customization or its documentation will be without defect or error or that the operation of same will be uninterrupted. Because of the diversity of conditions under which, and computer equipment upon which, any software, programs or customization, or its documentation may be used, the parties cannot guarantee that any particular functional result can or will be obtained.

The parties shall not in any case be liable for any special, incidental, consequential, indirect or punitive damages even if the parties have been advised of the possibility of such damages. The parties are not responsible for lost profits or revenue, loss of the use of any software, loss of data, costs of re-creating lost data, the cost of any substitute equipment or program, loss from improper functioning equipment or software, downtime costs, loss of use of any equipment, facilities or services, unauthorized modifications, misuse, abuse, failure to follow instructions or claims by any party other than GCAC.

3.2 Term

The term of the agreement shall commence at the date and time it is signed and shall continue until all technical requirements are fulfilled or the parties agree that the Pilot is finished. The agreement shall not last longer than March 31st, 2001 except by consent of the parties.

3.3 Governing Law

This agreement is deemed to be made under and shall be construed according to the laws of the State of Georgia.

3.4 Force Majeure

No party shall be responsible for delays or failure in performance resulting from acts beyond the control of such party. Such acts shall include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or disaster.

3.5 Termination

Upon termination or other expiration of this agreement, each party shall forthwith return to the other all papers, materials, and other properties of the other held by each for purposes of execution of this contract. In addition, each party will assist the other in the orderly termination of this agreement and the transfer of all aspects hereof, tangible or intangible, as may be necessary for the business continuation of each party.

3.6 Cooperation with other Contractors

In the event GCAC has entered into or enters into agreements with other contractors for additional work related to the services rendered hereunder, the parties agree to cooperate fully with such other contractors. The parties shall not commit any act that will interfere with the performance of work by any other contractor.

3.7 Assignment

Performance under this agreement shall not be assigned or subcontracted by Vendor without prior written consent of GCAC. GCAC reserves the right at its sole option to reject any subcontractor suggested by Vendor.

3.8 Trading with State Employees

The provisions of O.C.G.A. Sections 45-10-20 et seq., have not and will not be violated under the terms of this agreement.

3.9 Notices

All notices shall be deemed duly given upon delivery if delivered by hand, or on three days after posting if sent by certified mail, return receipt requested. Notice by email is sufficient only if the recipient acknowledges receipt or knowledge of the email, except that all parties are deemed to be on notice of information sent to GeorgiaPilot@legalxml.org. All other notice shall only be given to the following persons or officials at the following addresses:

GCAC:

Don Forbes or Jerry Garland
244 Washington Street
Suite 550
Atlanta, Georgia 30334
garlandj@mail.doas.state.ga.us

Vendor:

[FILL IN]

Court:

[FILL IN]

3.10 Compliance with Statutes

Vendor shall perform its obligations hereunder in accordance with all applicable Federal and State laws and regulations now or hereinafter in effect, including laws, rules and regulations relative to nondiscrimination in employment practices, licenses or permit requirements, and provisions of the Fair Labor Standards Act of 1983. Vendor certifies that a drug free workplace will be provided for Vendor's employees during the performance of this contract and that any approved subcontractor shall so certify in the event any subcontractor is engaged, all pursuant to O.C.G.A. section 50-24-3. Vendor may be suspended, terminated or debarred if it is determined that such certification pursuant to 50-24-3 is false or has failed to carry out the requirements of such code section.

3.11 Entire Agreement

This agreement embodies the entire agreement between the parties. If any provision herein is held to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, each of the parties hereto have caused this agreement to be executed and delivered on this, the _____ day of _____ 2000.

GCAC	Name and Title	Date
Court	_____	_____
Vendor	_____	_____

