

WAC 446-20-420 Model agreement for research, evaluative or statistical purposes.

AGREEMENT made this . . . day of . . . , 20. . . , between . . . , (hereinafter referred to as "RESEARCHER") and . . . , (hereinafter referred to as "CRIMINAL JUSTICE AGENCY")*

WHEREAS the RESEARCHER had made a written request to the CRIMINAL JUSTICE AGENCY dated . . . , a copy of which is annexed hereto and made a part hereof, and

WHEREAS the CRIMINAL JUSTICE AGENCY has reviewed said written request and determined that it clearly specifies (1) the criminal history record information sought, and (2) the research, evaluative or statistical purpose for which the said information is sought,** and

WHEREAS the RESEARCHER represents that (he) (she) (it) is in receipt of, and is familiar with, the provisions of chapter 10.97 RCW, 28 C.F.R. Part 22, including provisions for sanctions at Parts 22.24(c) and 22.29 thereof,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. The CRIMINAL JUSTICE AGENCY will supply the following items of information to the RESEARCHER:

(Describe in detail)***

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- 2. The RESEARCHER will:
 - (a) Use the said information only for the research, evaluative, or statistical purposes described in the above mentioned written request dated . . . , and for no other purpose;
 - (b) Limit access to said information to the RESEARCHER and those of the RESEARCHER'S employees whose responsibilities cannot be accomplished without such access, and who have been advised of, and agreed to comply with, the provisions of this agreement, and of 28 C.F.R. Part 22;****
 - (c) Store all said information received pursuant to this agreement in secure, locked containers;
 - (d) So far as possible, replace the name and address of any record subject with an alpha-numeric or other appropriate code;
 - (e) Immediately notify the CRIMINAL JUSTICE AGENCY in writing of any proposed material changes in the purposes or objectives of its research, or in the manner in which said information will be used.

- 3. The RESEARCHER will not:
 - (a) Disclose any of the said information in a form which is identifiable to an individual, in any project report or in any manner whatsoever, except pursuant to 28 C.F.R. Part 22.24 (b) (1) (2).
 - (b) Make copies of any of the said information, except as clearly necessary for use by employees or contractors to accomplish the purposes of the research. (To the extent reasonably possible, copies will not be made of criminal history record information, but information derived therefrom which is not identifiable to specific individuals must be used for

research tasks. Where this is not possible, every reasonable effort must be made to utilize coded identification data as an alternative to names when producing copies of criminal history record information for working purposes.)

(c) Utilize any of the said information for purposes or objectives or in a manner subject to the requirement for notice set forth in 2.(e) until specific written authorization therefor is received from the CRIMINAL JUSTICE AGENCY.

4. In the event the RESEARCHER deems it necessary, for the purposes of the research, to disclose said information to any subcontractor, (he) (she) (it) must secure the written agreement of said subcontractor to comply with all the terms of this agreement as if (he) (she) (it) were the RESEARCHER named herein.****

5. The RESEARCHER further agrees that:

(a) The CRIMINAL JUSTICE AGENCY shall have the right, at any time, to monitor, audit, and review the activities and policies of the RESEARCHER or its subcontractors in implementing this agreement in order to assure compliance therewith; and

(b) Upon completion, termination or suspension of the researcher, it will return all said information, and any copies thereof made by the RESEARCHER, to the CRIMINAL JUSTICE AGENCY, unless the CRIMINAL JUSTICE AGENCY gives its written consent to destruction, obliteration or other alternative disposition.

6. In the event the RESEARCHER fails to comply with any term of this Agreement the CRIMINAL JUSTICE AGENCY will have the right to take such action as it deems appropriate, including termination of this Agreement. If the CRIMINAL JUSTICE AGENCY so terminates this Agreement, the RESEARCHER and any subcontractors must forthwith return all the said information, and all copies made thereof, to the CRIMINAL JUSTICE AGENCY or make such alternative disposition thereof, as is directed by the CRIMINAL JUSTICE AGENCY. The exercise of remedies pursuant to this paragraph will be in addition to all sanctions provided by law, and to legal remedies available to parties injured by disclosures.

7. INDEMNIFICATION. The RESEARCHER agrees to indemnify and hold harmless (CRIMINAL JUSTICE AGENCY) and its officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the (RESEARCHER) in the exercise or enjoyment of this agreement. Such indemnification will include all costs of defending any such suit, including attorney fees.

IN WITNESS WHEREOF the parties have signed their names hereto this day of, 20...

..... (CRIMINAL JUSTICE AGENCY)

by

(Name)

Title:

(RESEARCHERS)

by

(Name)

Title:

COMPLIANCE AGREEMENT of employee, consultant or subcontractor.

(I) (We), employee(s) of, consultant to, (and) (or) subcontractor of the RESEARCHER, acknowledge familiarity with the terms and con-

ditions of the foregoing agreement between the CRIMINAL JUSTICE AGENCY and RESEARCHER, and agree to comply with the terms and conditions thereof in (my) (our) use and protection of the criminal history record information obtained pursuant to the foregoing agreement.

.....
(date) (signature)
.....
(date) (signature)

[Statutory Authority: Chapters 10.97 and 43.43 RCW. WSR 10-01-109, § 446-20-420, filed 12/17/09, effective 1/17/10. Statutory Authority: RCW 43.43.760, 43.43.815 and 43.43.838. WSR 92-15-015, § 446-20-420, filed 7/6/92, effective 8/6/92. Statutory Authority: RCW 10.97.080 and 10.97.090. WSR 80-08-057 (Order 80-2), § 446-20-420, filed 7/1/80.]