IN THE SUPREME COURT OF THE STATE OF ARIZONA
_____

In the Matter of:)
)
ARIZONA CODE OF JUDICIAL   )   Administrative Order
ADMINISTRATION § 1-605:   )   No. 2009 - 131
REQUESTS FOR BULK OR   )
COMPILED DATA   )
)
_____)

The above-captioned provision having come before the Arizona Judicial Council on December 16, 2009, and having been approved and recommended for adoption,

Therefore, pursuant to Article VI, Section 3, of the Arizona Constitution,

IT IS ORDERED that the above-captioned provision, attached hereto, is adopted as a section of the Arizona Code of Judicial Administration, effective January 1, 2010.

Dated this 23rd day of December, 2009.

                                      _____
                                      REBECCA WHITE BERCH
                                      Chief Justice

A. **Purpose.** Rule 123, Rules of the Supreme Court of Arizona ("Rule 123") authorizes courts to release bulk or compiled court data. This section sets forth the procedure for releasing bulk or compiled data.

B. **Definitions.** In addition to the definitions found in Rule 123, the following definitions apply to this section:

"Subscription service" means the dissemination of data from case records by a custodian of bulk data on a periodic basis to the same requestor, for a commercial purpose.

C. **Responsibility for Responding to Bulk Data Requests.** The bulk data custodian in each court is responsible for responding to requests for bulk data contained in the court's case management system production database. The administrative director is responsible for responding to requests for bulk data contained in the statewide repository of aggregated case management system data maintained by the Administrative Office of the Courts (AOC).

D. **Procedure for Requesting Bulk or Compiled Data.**

1. Subscription Service. Upon request, a custodian of bulk data may make such data or a portion thereof available through a subscription service, pursuant to the provisions of Rule 123, this section and all other applicable rules and laws. The custodian of bulk data shall require the requestor to enter into a dissemination agreement containing, at a minimum, the terms set forth below and pay a fee for the service in an amount specified by the custodian.

2. Dissemination Agreement. A custodian of bulk data shall require all individuals or entities requesting bulk or compiled data to provide proof of identification satisfactory to the custodian and execute a dissemination agreement and disclaimer that includes the following provisions:

    a. Requestor agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by the custodian.

    b. Requestor will not use or resell data for the purpose of commercial solicitation of any individual named in the data.

    c. Requestor will not publish or re-disseminate the data for the purpose of unrestricted access on the Internet with the personal identifiers set forth in Rule 123(j)(4), Rules of the Supreme Court of Arizona.

    d. Requestor agrees that the custodian may audit requestor's compliance with the terms and conditions of the dissemination agreement and that requestor will cooperate fully with

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any law enforcement investigation concerning the use of the data by requestor or any of its subscribers.

e. Requestor agrees to provide its users only the most recent data obtained from the custodian.

f. Upon notice from the custodian, requestor agrees to remove from its files within two business days any data that has been amended, corrected, sealed, or otherwise restricted and notify its subscribers to do the same. The notice from the custodian shall identify the cases that are to be corrected, removed, or otherwise restricted.

g. Requestor must enter a written subscriber agreement with each of its subscribers that specifically details the authorized uses of the data accessed, conditions access to lawful use, and includes a provision for immediate termination of the agreement in the event of improper use of the data. The agreement shall also require the subscriber to remove from its files any data that has been amended, corrected, sealed, or otherwise restricted, within two business days from receiving notice from requestor. The agreement shall further require the subscriber to provide a disclosure statement to each customer, client, or other third party at the time any of the data obtained under the agreement is provided, which states:

> The custodian of bulk data provides no warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is the responsibility of the requestor and/or its subscribers, customers, clients, or other third parties to whom the data is supplied to verify the data obtained under this agreement with the official court records.

h. Requestor agrees to defend, indemnify, and hold harmless the custodian, the supreme court, the court from which the data is disseminated, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred because of any claims, judgments, or executions arising out of any use made of the data obtained under the agreement.

i. The custodian may immediately terminate the dissemination agreement at any time if, in the custodian's sole discretion, the data is used improperly.

j. Requestor agrees to purchase and maintain commercial general liability insurance with minimum coverage limits of $1,000,000 per each claim, naming the custodian, the supreme court, the court from which the data is disseminated, the State of Arizona and their officers, agents and employees, as additional insureds. Non-commercial users may be excepted from this requirement.

This requirement to execute a dissemination agreement and disclaimer to receive bulk or compiled data shall apply to all existing or ongoing dissemination arrangements and future requests for bulk or compiled data.

3. Custom Data Reports. As provided in Supreme Court Rule 123(c)(4), court records custodians are not required to provide customized reports of data by indexing, compiling,

reformatting, programming or otherwise reorganizing existing records to create new records not maintained in the ordinary course of business in responding to requests for access to court records. A custodian who uses a case management system other than an AOC-supported system may contract with one or more persons or organizations to perform this function, as permitted by Rule 123(j)(1)(B). The administrative director may contract with one or more persons or organizations to perform this function for any custodian who uses an AOC-supported case management system. Any such contract shall be competitively procured and, at a minimum, include the following provisions:

a. Vendor shall not access the custodian's data or disseminate any information obtained under the contract except as necessary to fulfill the purposes of the contract.

b. Vendor's customized reports may include only the following personal identifiers about a party: name, address, date of birth, last four digits of a social security number or driver license number, as permitted by Rule 123(j)(3).

c. Vendor agrees to abide by the custodian's electronic record system security needs.

d. Vendor agrees to comply with all current laws, rules and policies governing the confidentiality of any data provided by custodian.

e. Vendor agrees that the custodian may audit vendor's compliance with the terms and conditions of the contract and that vendor will cooperate fully with any law enforcement investigation concerning the use of the data by the vendor or any of vendor's customers.

f. Vendor will notify each of its customers of the authorized uses of vendor's data reports, including the prohibition against commercial solicitation of an individual named in a report.

g. The vendor shall provide the following disclosure statement to each customer:

> The custodian of the data provided in this report makes no warranties, express or implied, that the data provided is accurate, current, correct, or complete. It is expressly understood that it is customer's responsibility to verify the data contained in vendor's report with the official court records.

h. Vendor agrees to defend, indemnify, and hold harmless the custodian, the supreme court, the court from which the data is obtained, and the State of Arizona and their officers, agents and employees from all risk of loss and damages incurred because of any claims, judgments, or executions arising out of any use made of the data obtained under the agreement.

i. Vendor agrees to purchase and maintain commercial general liability insurance with minimum coverage limits of $1,000,000 per each claim, naming the custodian, the supreme court, the court from which the data is obtained, and the State of Arizona and their officers, agents and employees as additional insureds.