

# **MASTER AGREEMENT FOR COMPUTER ASSISTED LEGAL RESEARCH (CALR) PURSUANT TO RFO #212-0-130**

This Contract is entered into by the **West Group**, and the **OFFICE OF COURT ADMINISTRATION** (“OCA”) on behalf of the Judicial Committee on Information Technology (“JCIT”) pursuant to Chapters 72 and 77 of the Texas Government Code.

## **PURPOSE OF CONTRACT**

On behalf of JCIT, OCA, is entering into this agreement with the West Group to provide computer assisted legal research (CALR) for all members of the judiciary and qualified judicial entities that have a need for such services. This includes but is not limited to: all judges, Title IV-D masters, staff attorneys at the training centers, attorneys at the Office of Court Administration and State Commission on Judicial Conduct, staff at the State Law Library, staff at county law libraries, prosecutors, staff at the Texas District and County Attorneys Association. For purposes of this contract all aforementioned will be collectively referred to as “judicial entities.”

## **STATEMENT OF SERVICES TO BE PERFORMED**

The West Group agrees to allow any qualified judicial entity the option to participate fully under this contract for CALR under the terms and conditions specified. Each judicial entity electing to participate under this contract will issue a purchase order to the West Group indicating what services it will purchase. The West Group shall **INVOICE EACH CONTRACTING JUDICIAL ENTITY DIRECTLY FOR THE SERVICES IT PURCHASES UNDER THIS CONTRACT.** The OCA shall not be invoiced for any services for which it is not the contracting judicial entity.

### **Password Sharing:**

Individuals subscribing under this agreement will receive a password specifically assigned to them. The subscriber is expressly prohibited from sharing this password with any other individual.

### **Librarian Passwords:**

A librarian subscribing under this agreement may use their Westlaw password to conduct research for themselves or for a library patron. The librarian password may not be used by or distributed to library patrons.

### **Excluded Charges:**

Subscriber’s use of databases not included in their monthly offer are “excluded” charges governed by the Schedule A to Westlaw Subscriber Agreement, Plan 2 Government Service. These “excluded” charges are subject to unilateral change by West Group. Subscribers will be provided notice of any changes via the SUBSCRIBER database on Westlaw.

**Termination of Existing Westlaw Subscriber Agreements:**

A judicial entity with an existing Westlaw subscription may cancel the Westlaw contract to subscribe to Westlaw under this agreement. A judicial entity wishing to subscribe to another vendor's offer under the JCIT contract will continue to be bound by the terms and conditions of their existing Westlaw agreement.

**PROVISIONS OF MASTER AGREEMENT**

The requirements appearing in RFO 212-0-130 dated February 4, 2000, the West Group Proposal dated February 17, 2000, the West Group Best and Final Offer dated March 31, 2000 and this document collectively become the Master Agreement between the OCA and the West Group, and constitutes the entire agreement between the parties.

In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence; the final executed Master Agreement, the pricing provisions of the West Group Best and Final Offer, the RFO, the other provisions of the West Group Best and Final Offer, and the West Group original offer. The Master Agreement may be amended only in writing and by mutual agreement of all parties.

If the West Group requires that a judicial entity enter into any kind of licensing agreement to receive the CALR services, then any terms of the licensing agreement which conflict with the Master Agreement are superceded by the Master Agreement.

The State of Texas, OCA, Judicial Committee on Information Technology, and their respective employees, officers, agents, and representatives, can neither agree to hold the West Group harmless nor agree to indemnify the West Group, and any provisions to the contrary are void.

**PAYMENT OF SERVICES / BILLING AND INVOICING**

Invoicing for orders placed as a result of this contract shall be sent directly to the contracting judicial entity. Invoicing may be sent to OCA only for services for which it is the contracting judicial entity.

OCA shall not be liable for payment of any services or expenses that it is not the contracting judicial entity. OCA and any other contracting judicial entity shall not be liable for the payment of any sales, use, or other taxes incurred by the West Group in performing the obligations herein, nor shall OCA or any other contracting judicial entity be liable to reimburse West Group for same. All obligations of OCA and any contracting judicial entity are subject to the availability of federal, state, and/or local legislative appropriations applicable to this procurement.

**CONTRACT AMOUNT**

The State of Texas and the OCA makes no commitment to purchase any minimum or maximum quantity or dollar volume of services from the West Group.

## **TERM OF CONTRACT**

The contract is effective when signed by both parties and will terminate on August 31, 2001. This contract may be extended for up to 6 one-year periods, renewed annually, provided all terms and conditions of the original contract remain the same and the extension is mutually agreed upon by all parties.

## **CONTRACT AMENDMENTS**

This contract may be amended or extended upon mutual agreement of OCA and the West Group.

## **CANCELLATION OF THE CONTRACT**

Any purchase order resulting from this contract is subject to cancellation, without penalty, either in whole or in part, subject to the availability of state, local and/or federal funds.

## **RIGHT TO TERMINATE FOR CONVENIENCE**

Each contracting judicial entity may, in its sole discretion, terminate any purchase order, in whole or in part, upon 30 days written notice to West Group of such termination.

## **OWNERSHIP OF PRODUCTS AND DOCUMENTATION**

Upon the termination, cancellation or expiration of this contract, the contracting judicial entity shall retain ownership of any and all associated work products and documentation for which it has paid that result from, or are associated with, this contract, in whatever form they exist. The ownership of products and documentation shall in no way supersede the rights granted or reserved by West Group in the Westlaw subscriber Agreement.

## **QUALIFIED INFORMATION SYSTEMS VENDOR REQUIREMENTS**

West Group certifies that, at the time of this contract with OCA, it is a current Qualified Information Systems Vendor as that term is defined in Section 2157.001, Texas Government Code.

The parties agree that the West Group is serving as an independent contractor and as such agrees to indemnify, defend and hold harmless the State of Texas (the "State") in any action resulting or arising from a wrongful, negligent or intentional act or omission by any of the awarded vendor's employees or agents (including the cost incurred by the State in defending against same). Also, the awarded vendor agrees to indemnify, defend and hold harmless the State in any action that results or arises from an act by any of the awarded vendor's employees or agents that is in violation of any covenants or agreements contained within the Contract.

## **NEWS RELEASES AND ADVERTISEMENTS**

The West Group will not use the name of the State, the Office of Court Administration, or the Judicial Committee on Information Technology, nor reference any endorsement from the State, the Office of Court Administration, or the Judicial Committee on Information Technology in any advertisement or otherwise for any purpose without the express written consent of the Office of Court Administration.

## **MANUALS AND PUBLICATIONS**

The West Group shall furnish documentation, including user and training manuals, educational materials, and database listings, for each user who requests such documentation.

If requested, the West Group shall use its best efforts to furnish in electronic format copies of documentation incorporated by reference in the West Group original offer and the West Group best and final offer required by this agreement.

The West Group shall provide specialized training materials for disabled users, including the sight-impaired, hearing-impaired, and physically disabled.

## **MANAGEMENT REPORTS**

The West Group shall provide to the Office of Court Administration (on an electronic media) the data necessary for it to report to the Texas legislature on the effectiveness of this contract. These reports may show number of users, names of users, usage of time, savings from standard rates, and the like. The West Group shall not maintain or disclose a record of the actual queries made by individual users. The West Group shall record user name, user type, organization and other relevant information contained on the Computer Assisted Legal Research (CALR) User Registration Form in Attachment 1 so that management reports can be produced using such information. See CALR User Registration form. The West Group must maintain all data necessary for each management report for a four year period.

## **SUMMARY OF CALR BY JUDICIAL ENTITY AND COURT FOR OCA**

The West Group shall provide on a quarterly basis or at the request of the Office of Court Administration a list of the number of users within each court or other qualified judicial entity, also showing the number of new users for the current period and the number canceled in the period. A recap showing the overall numbers by court or other qualified judicial entity shall be provided at the end of the report.

## **SUMMARY QUARTERLY TRAINING REPORT**

The West Group shall provide a quarterly training report that shows, by court or other qualified judicial entity, the user name, location, and duration of training and summarize the number trained in the current quarter and year to date.

## **QUALITY CONTROL MEASURES**

The West Group's project manager (or designee, in minimal cases) shall work cooperatively with the OCA and other qualified judicial entities to discuss usage report statistics, user access problems, software and data base changes and plans for future system improvements. The West Group shall be responsible for quality assurance and quality control, and must adhere to all methods, plans, and controls for accomplishing quality assurance and quality control in accordance with accepted practices.

## **PROBLEM RESOLUTION**

The West Group shall provide user services to resolve problems. The West Group shall resolve the problem and shall notify the originating caller of the resolution of the problem within one (1) business day. For certain situations regarding issues unrelated to Westlaw performance or the ability of a subscriber to conduct research, the West Group shall use its best efforts to resolve the problem within a reasonable period of time.

## **QUARTERLY PROBLEM LOG**

The West Group shall maintain a problem log to be used to ensure that all user problems are resolved. The Quarterly Problem Log shall also show any system down time and unavailability that occurred during the period, indicating the date, time period, and nature of the problem. The West Group shall submit a problem log quarterly to the Office of Court Administration on behalf of the JCIT and submit the problem logs upon request to each contracting judicial entity.

## **CONTRACT MANAGEMENT**

Notwithstanding the West Group's responsibility for total management during the performance of this Agreement, the administration of this contract will require the coordination between the OCA and the West Group. The individuals cited below or their successors will be the Office of Court Administration's primary points of contact during the performance of this contract.

OCA's primary points of contact in order by area of responsibility are:

Accounting/Financial:	Tina Washington
Technical Assistance:	Josepha Rood
Legal:	Jim Bethke

Phone number: 512/463-1625

**West Group PROJECT MANAGERS**

The West Group’s representative to be contacted for all Texas CALR related issues:

**Legal: Brian Knudsen**

E-mail: [brian.knudsen@westgroup.com](mailto:brian.knudsen@westgroup.com)

Phone: 651. 687.7547

Fax: 651.687.5686

**General/Training: Jennifer Koithan**

E-mail: [jennifer.koithan@westgroup.com](mailto:jennifer.koithan@westgroup.com)

Phone: 713.228.9378

Fax: 713 224-5699

The West Group’s representative shall be responsible for coordination and oversight of all system use, training, and service quality requirements under this contract and shall act as the central point of contact with the OCA and any other contracting judicial entities for all performance issues. The representative shall have full authority to act for the West Group in performing all contract requirements.

**SEVERABILITY**

If any part of this contract shall be held unenforceable, the rest of the contract will nevertheless remain in full force and effect.

**The West Group**

**Office of Court Administration**

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

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

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

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

Jerry L. Benedict  
Administrative Director

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

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