

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

This Contract is entered into by the **LEXIS-NEXIS 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 Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis Group indicating what services it will purchase. The Lexis-Nexis 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.

PROVISIONS OF MASTER AGREEMENT

The requirements appearing in RFO 212-0-130 dated February 4, 2000, the Lexis-Nexis Group Proposal dated February 18, 2000, the Lexis-Nexis Group Best and Final Offer dated March 31, 2000 and this document collectively become the Master Agreement between the OCA and the Lexis-Nexis 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 RFO, the Lexis-Nexis Group Best and Final Offer, and the Lexis-Nexis Group original offer. The Master Agreement may be amended only in writing and by mutual agreement of all parties.

If the Lexis-Nexis 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 superseded 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 Lexis-Nexis Group harmless nor agree to indemnify the Lexis-Nexis 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 Lexis-Nexis Group in performing the obligations herein, nor shall OCA or any other contracting judicial entity be liable to reimburse Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis 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.

QUALIFIED INFORMATION SYSTEMS VENDOR REQUIREMENTS

Lexis-Nexis 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.

INDEPENDENT CONTRACTOR

Lexis-Nexis Group acknowledges that it is acting as an independent contractor, that Lexis-Nexis Group is solely responsible for its actions or inactions, and that nothing in the Master Agreement will be construed to create an employment relationship or that of an agency between the parties. Lexis-Nexis Group is not authorized to enter into contracts or agreements on behalf of a judicial entity or to otherwise create obligations of any judicial entity to third parties. Personnel of Lexis Nexis Group will not be treated as employees of the State of Texas, the OCA or any judicial entity.

DEFENSE OF CLAIMS

Lexis-Nexis Group shall defend or, at its option, settle any action or proceeding of any kind or description based upon a third party's claim of death or personal injury of any person or property damage caused by the negligence or willful misconduct of Lexis-Nexis Group, asserted against a judicial entity by such third party provided: (i) the death or personal injury to any person or the property damage was not caused in whole or in part by the judicial entity; (ii) Lexis-Nexis Group is given prompt notice of any such claim; and (iii) Lexis-Nexis Group is given the right to control and direct the investigation, defense and settlement of each such claim unless prohibited by Texas law. If Lexis-Nexis Group is unable to control and direct the investigation and defense of any claim under this section due to Texas law, then the investigation and defense will be conducted in conjunction with the appropriate "judicial entity". The judicial entity, at the expense of Lexis-Nexis Group, shall reasonably cooperate with Lexis-Nexis Group in connection with the foregoing. If notified promptly in writing of any such claim, demand or a judicial action brought against a judicial entity based on an allegation that the death or personal injury of any person or property damage was caused by Lexis-Nexis Group, Lexis-Nexis Group will pay the costs, including reasonable attorney fees, associated with resolving such claim and will pay the judgment or settlement amount (if any). Further, the State of Texas, the OCA or any

judicial entity shall have the right to approve any settlement in the event such settlement does not contain a full release of the State of Texas, the OCA or any judicial entity or requires any further action or admission by or on behalf of the State of Texas, the OCA or any judicial entity, which approval shall not be unreasonably withheld or delayed.

Should the Online Services or the operation thereof become, or in the opinion of the Lexis-Nexis Group is likely to become, the subject of a claim of infringement, the Lexis-Nexis Group shall, at its option and expense, either (i) procure for the judicial entity the right to continue using the Online Services, (ii) replace or modify the same so that it becomes non-infringing; or (iii) terminate the Master Agreement upon notice to the judicial entity and grant the judicial entity a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.

NEWS RELEASES AND ADVERTISEMENTS

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

If requested, the Lexis-Nexis Group shall furnish in electronic format copies of documentation required by this agreement.

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

MANAGEMENT REPORTS

The Lexis-Nexis 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 Lexis-Nexis Group shall not maintain or disclose a record of the actual queries made by individual users. The Lexis-Nexis 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 Lexis-Nexis Group must maintain all data necessary for each monthly management report for a four year period.

SUMMARY OF CALR BY JUDICIAL ENTITY AND COURT FOR OCA

The Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis Group shall provide user services to resolve problems. The Lexis-Nexis Group shall resolve the problem and shall notify the originating caller of the resolution of the problem within one (1) business day. The Lexis-Nexis Group shall provide a problem resolution plan to be used if resolution does not occur within one (1) business day.

QUARTERLY PROBLEM LOG

The Lexis-Nexis Group shall maintain a problem log to be used to ensure that all user problems are resolved. The Problem Log shall record: the date and time notification of the problem was received, organization, user ID and user name of person experiencing the problem, problem description, problem solution, date of response, and date the problem was resolved. It shall provide a recap of all outstanding problems. The Quarterly Problem Log shall also show any system down time and unavailability (e.g., all ports busy) that occurred during the period, indicating the date, time period, and nature of the problem. The Lexis-Nexis Group shall submit a problem log with the Quarterly Usage Report 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 Lexis-Nexis 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 Lexis-Nexis 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

Lexis-Nexis Group PROJECT MANAGER

The Lexis-Nexis Group's representative to be contacted for all Texas CALR related issues:

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

The Lexis-Nexis 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 Lexis-Nexis 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 Lexis-Nexis Group

Office of Court Administration

By: _____

Name: _____

Title: _____

By: _____

Jerry L. Benedict

Administrative Director

Date: _____

Date: _____