

Wisconsin Circuit Court Data Subscription Agreement

Non-State of Wisconsin Government Subscribers

I. Parties

The parties to this agreement are _____
(Subscriber) and the Wisconsin Director of State Courts Office Consolidated Court Automation Programs (CCAP). CCAP provides the case management system used by the Wisconsin Circuit Courts and the Wisconsin Circuit Court Access (WCCA) website (<http://wcca.wicourts.gov/index.xsl>).

II. Information to be Provided

- A. CCAP agrees to provide a method for Subscriber to access and download limited public information contained in the CCAP case management system and displayed on the WCCA website (referred to in this Agreement as “WCCA Information”).
- B. Subscriber acknowledges that WCCA Information is limited in the following ways:
 - 1. WCCA Information includes only court records open to public view under Wisconsin’s Open Records law, Wis. Stat. §§ 19.31-19.39. Court records not open to public inspection by law are not available.
 - 2. WCCA Information consists of information entered into the CCAP case management system by the Clerk of Circuit Court or Register in Probate in each county. CCAP is not responsible for the accuracy or timeliness of WCCA Information.
 - 3. WCCA Information does not comprise the complete court record. Copies of documents must be obtained from the Clerk of Circuit Court or the Register in Probate.
 - 4. WCCA Information is only a snapshot of the information accessible in the CCAP case management system on the date the information is downloaded by the Subscriber.
 - 5. WCCA Information is not the Judgment and Lien Docket for which Wis. Stat. § 806.10 provides. The Judgment and Lien Docket is available from the Clerk of Circuit Court.
 - 6. Court records which predate the implementation of the CCAP case management system in the county in which the records were created are not accessible under this agreement, except to the extent such records have been back loaded.
 - 7. In criminal cases, any designation in any race field contains subjective information generally provided by the agency that filed the case.
 - 8. Searching WCCA Information by a particular field or code may not return all cases in which a particular event occurred unless at the time the record was created the case management system required the field or code to be completed in order to proceed to make the rest of the record.

III. Use of WCCA Information

- A. If Subscriber publishes or releases WCCA Information to any other person in whole or in part, directly or as part of a compilation, Subscriber shall disclose to all such persons a disclaimer substantially the same as stated in Section II.B.4.
- B. If Subscriber publishes or releases WCCA Information relating to any criminal case to any other person in whole or in part, directly or as part of a compilation, Subscriber shall restate prominently the following advisory that appears on the WCCA website:

Notice to employers: It may be a violation of state law to discriminate against a job applicant because of an arrest or conviction record. Generally speaking, an employer may refuse to hire an applicant on the basis of a conviction only if the circumstances of the conviction substantially relate to the particular job. For more information, see Wisconsin Statute 111.335 and the Department of Workforce Development's Arrest and Conviction Records under the Law publication.

- C. Subscriber shall be the sole user of this subscription service. Subscriber shall not share access to the REST interface (defined in Section IV) with any other person or entity, including subsidiaries of the subscriber.
- D. Subscriber shall not publish or release WCCA Information in any format or appearance that may be confused with the WCCA website or that in any way suggests that the information is presented by or with the agreement of the Wisconsin court system.

IV. Technical Commitments

- A. CCAP shall provide Subscriber with access to WCCA Information by means of a Representational State Transfer (REST) interface. CCAP shall provide Subscriber with access to the REST interface to download WCCA Information from the WCCA website within ten working days after receiving Subscriber's request to subscribe and subscription fee.
- B. Subscriber understands that it must create its own applications to download WCCA Information and search WCCA Information. CCAP does not undertake to provide assistance with searches, queries, data analysis or any other review or manipulation of WCCA Information.
- C. CCAP reserves the sole discretion to limit Subscriber's access to the REST interface as follows:
 - 1. to non-peak hours between 5 p.m. to 7 a.m. Central Time Monday through Friday. In the event that CCAP decides to limit access for this reason, CCAP shall notify Subscriber 24 hours before this limitation takes effect.

2. when the WCCA website is experiencing technical problems or is taken out of service for routine maintenance. Routine maintenance may be performed every night from 3:00 a.m. to 4:00 a.m. Central Time. In the event of a disruption in service which CCAP anticipates may last more than 24 hours, CCAP promptly shall inform Subscriber.
3. Use of the WCCA website by CCAP for the benefit of the Wisconsin court system always takes priority over the Subscriber's access.

V. Subscription and Term

Subscriber shall select either an annual or month-to-month subscription.

- Annual subscription:** Subscriber agrees to pay a non-refundable subscription fee of \$5,000 for 12 months of electronic access to WCCA Information through the REST interface. Subscriber may automatically renew this annual agreement by sending CCAP the next year's subscription fee. Access will be suspended if a new payment is not received.

This agreement is for the period _____ through _____.

- Monthly subscription.** Subscriber agrees to pay a non-refundable \$500 subscription fee for one month of electronic access to WCCA Information through the REST interface. Subscriber may automatically renew this month-to-month agreement by sending CCAP the next month's subscription fee. Access will be suspended if a new payment is not received.

This agreement is for the period _____ through _____.

Payments shall be made payable to "Wisconsin Supreme Court." Signed agreements and subscription fees shall be sent to:

Wisconsin Supreme Court
 Attn: Brian Lamprech, Fiscal Officer
 110 E. Main Street, Suite 430
 Madison, WI 53703-3356

VI. Amendment, Suspension or Termination

- A. This agreement may be amended by an agreement in writing signed by both CCAP and Subscriber.

If state or federal laws applicable to this agreement change, this agreement shall be considered modified in accordance with such change, without notice or written amendment.

- B. CCAP may suspend or terminate access to WCCA Information under this agreement without cause upon 21 calendar days notice to Subscriber.

CCAP may suspend or terminate access immediately upon Subscriber’s breach of this agreement or upon notice that the Subscriber has used WCCA Information for purposes contrary to law or public policy.

VII. Administration

Contact person for CCAP: For technical assistance or feedback involving this agreement, Subscriber should contact Kimberly Hicks of CCAP at 608-264-6903 or at WCCAREST@wicourts.gov.

Contact person for Subscriber: For questions relating to administration of this agreement, CCAP should contact the following primary contact person:

- Name:
- Title:
- Organization:
- Address:
- Phone:
- E-mail:

Signed:

Director of State Courts Office

Date: _____

Subscriber Signature

Title:

Date: _____