Minnesota Department of Corrections
Research and Evaluation Unit
NON-DISCLOSURE AGREEMENT

This agreement is made and entered into by and between the Minnesota Department of Corrections Information Systems, hereinafter called agency; and _____, authorized and duly representing _____, hereinafter called recipient.

A. Agency agrees to provide recipient with data or access to subjects requested in the above access request.

B. Recipient agrees to limit the use of this information to the purposes for which it was provided and to destroy the information when it is no longer needed for the purposes for which it was provided.

C. Recipient agrees that the only persons allowed access to this information are: _____ and not to disseminate the information to any other agency or person.

D. Recipient agrees to implement reasonable procedures to insure the confidentiality and security of this information.

E. Recipient agrees to abide by the laws or regulations of this state and the federal government, any present or future rules, policies, or procedures adopted by the agency or approved by the NCIC Board and adopted by NCIC to the extent that they are applicable to the information provided under this agreement.

F. If this agreement is to provide Correctional Operations Management System (COMS) data on a continuing basis, the agency reserves the right to immediately suspend furnishing information under this agreement and to demand return of information already furnished under this agreement when any rule, policy, procedure, regulation, or law described in Section F is violated or appears to be violated.

G. Each agency receiving information agrees to indemnify and save harmless the State of Minnesota, Department of Public Safety, Department of Corrections, other designated agencies, and their employees from and against any and all causes of actions, demands, suits, and other proceedings of whatsoever nature, against all liability to others, including any liabilities or damages by reason of or arising out of any files, arrest, or imprisonment or any cause of action whatsoever, and against any loss, cost, expense, and damage resulting therefrom, arising our of or involving any negligence on the part of the agency receiving information in the exercise or enjoinment of this agreement.

H. In addition to any civil or criminal penalties applicable to the use of this information under Minnesota or federal law, recipient agrees to be subject to fines as provided in The Code of Federal Regulations Title 28, Chapter 1, Part 20, or the Omnibus Crime Control and Safe Streets Act for knowing violation of The Code of Federal Regulations Title 28, Chapter 1, Part 20. It is understood that fines under Title 28 may not exceed $10,000.00.

I. If this agreement is to provide Correctional Operations Management System (COMS) data (previously CMIS) on a continuing basis, then either agency or recipient may, upon 30 days notice in writing, terminate this agreement.

_____ _____
Date Signature of Requestor Representative

_____ _____
Date Signature of Agency Representative