CLERK'S OFFICE OF THE COUNTY OF ISLE OF WIGHT CIRCUIT COURT
LAURA E. SMITH, CLERK

APPLICATION FOR REMOTE ACCESS TO ISLE OF WIGHT COUNTY CIRCUIT COURT CASE IMAGING SYSTEM (OCRA)

This application must be completed by each individual user for access to case documents. A non-attorney applicant must be a directly supervised staff member of an Attorney who is an active Subscriber. The supervising Attorney must also sign this application.

The approval of this application is at the Clerk of the Circuit Court's discretion. By signing this application the Subscriber acknowledges and accepts the terms and conditions of the *Subscriber Agreement for Remote Access to Isle of Wight County Circuit Court Case Imaging System* as incorporated by reference herein. **All information below is mandatory (print clearly)**

APPLICANT'S LAST NAME: _____

APPLICANT'S FIRST NAME: _____

GOVERNMENTAL AGENCY (IF APPLICABLE): _____

STREET ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

VSB NUMBER OF SUPERVISING ATTORNEY OR ATTORNEY APPLICANT: _____

(Include a copy of your Virginia State Bar card)

UNITED STATES CITIZEN: ( ) YES ( ) NO

NAME OF ACTIVE ATTORNEY SUBSCRIBER BY WHOM YOU ARE DIRECTLY SUPERVISED:

_____

I certify that the information above is true and correct.

APPLICANT SIGNATURE:

_____

SIGNATURE OF SUPERVISING ATTORNEY: _____

City / County of: _____

State of :_____

I, _____, a Notary Public or Deputy Clerk, do hereby certify that on this _____ day of _____,

20____, _____ and _____personally appeared before me and swore and acknowledged to me that the statements contained herein are true and correct.

My Commission Expires: _____ Commission Number: _____ _____

Notary Public or Deputy Clerk: _____

Please Print or Type Name and Phone # of Notary

****

For use by the Circuit Court Clerk's Office Only

SUBSCRIBER'S USER ID :_____ PASSWORD _____ EXPIRATION DATE:_____

Mail this completed application with payment to:

Clerk of the Circuit Court County of Isle of Wight
Attn: OCRA Subscription
Post Office Box 110
Isle of Wight , VA 23397

Make checks payable to: Isle of Wight County Circuit Court Clerk

The Subscriber's ID, password and expiration date with instructions will be e-mailed to you if approved.

SUBSCRIBER AGREEMENT FOR OFFICER OF THE COURT REMOTE ACCESS TO ISLE OF WIGHT COUNTY CIRCUIT COURT CASE IMAGING SYSTEM

This Agreement ("Agreement") is entered into _____, 20___, by and between Isle of Wight Circuit Court Clerk's Office (Clerk's Office) and _____, (Subscriber).

1. Terms of Agreement

It is the intent of both parties to participate in Officer of the Court Remote Access (OCRA) to certain Isle of Wight County Circuit Court Clerk's Office civil and criminal case file records stored in the Supreme Court of Virginia's Case Imaging System (CIS) to commence on the day the User ID and Password are assigned and access to OCRA is activated and to continue until terminated as provided herein.

2. Subscriber Options

The Clerk provides one subscriber option: An online database system providing "inquiry-only" access to all currently scanned circuit court criminal and civil cases, except those cases or parts of cases that are Restricted, Confidential or Sealed.

3. Days and Hours of Operation

The secure remote access system known as OCRA will generally be available seven days a week, twenty-four hours a day, including holidays, except during periods:

a. of preventive and remedial maintenance
b. of operational issues beyond the control of the Clerk's Office
c. When intrusions against security are being remedied

4. Fees

Unless the Subscriber is employed by an authorized governmental agency, the fee for service is $125.00 per year per attorney, and $25.00 per year per staff member supervised by an attorney, and is only available as a one-year subscription.

Payment of the subscription fee shall be made by check made payable to Isle of Wight County Circuit Court Clerk and shall accompany the signed application and subscription agreement. If the application is not approved the check for the subscription fee will be returned to the applicant.

The Clerk's Office will not bill for this service. It is the responsibility of Subscriber to pay the annual subscription fee prior to each anniversary of the date of acceptance of this agreement by the Circuit Court Clerk. If payment is not received by the due date, the Clerk's Office reserves the right to suspend or terminate service; however, if suspended or terminated, the Subscriber is not relieved from the obligations set forth in this agreement, up to and including the date upon which the service is discontinued.

Fees are charged at the discretion of the Clerk's Office. All fees are subject to change.

5. Services

The Clerk will provide the Subscriber with "inquiry-only" access to all currently scanned court case documents in its CIS except for those case files or parts of case files that are marked Confidential, Restricted or Sealed. The servers that store the programs and data are maintained and managed by the Supreme Court of Virginia. The Clerk will assume responsibility for:

a. Providing the Subscriber with the current OCRA link on the Circuit Court Clerk's Web Page at https://cisweb.courts.state.va.us/Ocra.
b. Providing the Subscriber with limited consultation on specific problems that arise in the use of OCRA. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems will be corrected.
c. Limited customer support is only available Monday through Friday 8:00AM to 4:30PM excluding Isle of Wight Circuit Court holidays.

For questions regarding your user account or subscriber fees, please contact the Clerk's Office at (757) 365-6233.

6. Subscriber's Obligations

a. It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to his/her existing equipment that are necessary for the access to OCRA.
b. The Subscriber is responsible for ensuring that OCRA is used in a proper and legal manner. If t he Subscriber is convicted of a crime, including, but not limited to a violation of the Virginia Computer Crimes Act (§18.2-152.1 of the Code of Virginia), arising out of the use of OCRA, such conviction shall constitute a material breach of the Agreement, and the Clerk's Office shall have the right to terminate this Agreement immediately. Nothing herein shall be construed as prohibiting the Clerk's Office from pursuing any other remedy available to it for such breach.
c. The Subscriber is responsible for ensuring that unauthorized personnel do not use the Subscriber's account. Unauthorized personnel for the purposes of the contract shall be any person, employee, support staff, or entity other than the Subscriber. The Subscriber may NOT share passwords or login credentials with anyone for any reason. Access is STRICTLY one username login for one individual Subscriber.
d. Information accessed from OCRA is for the use of the Subscriber in the ordinary course of their business as provided by Virginia Code §17.1-293. Subscriber has a duty to bring to the Clerk's attention any errors or omissions in the scanned court case documents. Notification may be by electronic mail to aparsain@vacourts.gov
e. The Subscriber shall not permit any data accessed by OCRA to be sold or posted on any other Internet website or in any way redistributed to any third party, and the Clerk reserves the discretion to deny secure remote access to ensure compliance with this provision.
f. The Subscriber is responsible for ensuring the security of the Subscriber's assigned username and password. If at any time the Subscriber has knowledge of compromised security of Subscriber's access credentials, Subscriber will IMMEDIATELY notify the Clerk by electronic mail to aparsain@vacourts.gov
g. Supervising attorneys shall be responsible for reporting termination of employment of any Subscriber under their supervision.
h. Subscribers shall be responsible for reporting any change in the information provided in the OCRA Application.

7. Limitation of Liability

a. It is acknowledged by the Subscriber that the County of Isle of Wight and its Board of Supervisors, employees or agents, volunteers or servants are not a party to the Agreement and that the County of Isle of Wight shall incur no liability hereunder.

b. The Subscriber relieves and releases the Clerk's Office and its Clerk, deputy clerks, employees or agents from liability for any and all damages resulting from interruption of service of any kind. The Subscriber further relieves and releases the County of Isle of Wight, its Board of Supervisors, officers and their deputies, employees and agents from liability for any and all damages resulting from interrupted service of any kind. The Subscriber also relieves and releases the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from interrupted service of any kind.

c. The Subscriber hereby relieves and releases and holds harmless the Clerk's Office and its Clerk, deputy clerks, employees or agents, the County of Isle of Wight, its Board of Supervisors, officers and their deputies, employees or agents of any liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service. The Subscriber also relieves and releases the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from incorrect data or any other misinformation accessed from this service.

d. Subscriber agrees that the Clerk's Office, its Clerk, the County of Isle of Wight, its Board of Supervisors, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the Subscriber by any other party. The Subscriber also relieves and releases the Supreme Court of Virginia, Office of the Executive Secretary and its employees and agents from liability for any and all damages resulting from a claim for negligence or lost profits against the Subscriber by any other party.

e. The information or data accessed by Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official government record.

f. In no event will the Clerk, deputy clerks, employees or agents be liable for consequential damages even if the Clerk's Office has been advised of the possibility of such damages.

g. Nothing in this agreement shall be construed as waiving the sovereign or governmental immunity of the Clerk of the Circuit Court of Isle of Wight County, the Board of Supervisors, or their respective officers, deputy clerks, employees, or agents.

8. Warranties

The Clerk's Office, its officials, employees, volunteers, servants or agents neither expressly nor impliedly warrant that the information or data accessed by the Subscriber is accurate or correct. There are no expressed or implied warranties in connection with this service.

9. Assignment

The Subscriber agrees not to assign any right or interest in this Agreement. Any attempt by this Subscriber to transfer by any means, any of the rights, duties or obligations of this Agreement shall render this Agreement null and void.

10. Governing Law/Venue

This Agreement and/or any dispute arising there from shall in all respects be governed by and interpreted in accordance with the applicable law of the Commonwealth of Virginia, regardless of where actually accepted or delivered. This Agreement shall be deemed to have been accepted and delivered by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the County of Isle of Wight, Virginia.

11. Entire Agreement

The Agreement contains the entire understanding of the parties, there being no promises, warranties, or undertakings, written or oral, other than those expressly set forth herein. Furthermore, no modifications, alterations or amendments to the Agreement shall be valid unless in writing, and signed by all parties, except as otherwise provided herein.

12. Notice

Any notice or written communication of any kind required or desired to be given or sent pursuant to the terms hereof shall be delivered in person or mailed postage prepaid by certified or registered mail, unless specifically stated herein. Any email notices specified in this Agreement shall be to the email address provided by the Subscriber in the application form, or if to the Clerk, to aparsain@vacourts.gov

13. Termination

Either party may terminate this agreement without cause with fifteen days email notice to the other. This agreement may be immediately terminated by the Clerk for Subscriber's failure to provide correct or complete information on the application, failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement. In the event of such termination the Clerk shall notify the Subscriber by email. The agreement shall terminate immediately if the Commonwealth of Virginia or the County of Isle of Wight fail to appropriate and continue funding for services provided under this Agreement. In no event shall any refund of Subscriber fees be paid.

14. Definitions

1. "Public Access" means that the public can inspect and obtain a copy of the information in a court record.
2. "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.
3. "Subscriber" means members in good standing with the Virginia State Bar and their authorized agents, pro hac vice attorneys authorized by the court for purposes of the practice of law, and governmental agencies authorized by the Clerk of a Circuit Court to have OCRA.

16. Application

The Subscriber must complete an application for OCRA. The application must be approved by the Clerk's Office before the User ID and Password will be issued.

17. Severability

If any provision (or part thereof) of this agreement is found to be invalid, then it shall be stricken and have no effect. The remaining provisions of this agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

_____ _____

Signature Date

_____ _____

Printed/Typed Name Title

ISLE OF WIGHT COUNTY CIRCUIT COURT CLERK'S OFFICE:

Laura E. Smith, Clerk of Circuit Court

By: _____

Date: _____