

**Memorandum of Understanding  
Between  
The Conference of State Court Administrators,  
The National Association for Court Management,  
And the National Center for State Courts**

**Introduction**

This Memorandum of Understanding (“MOU”) is entered into, by, and between the Conference of State Court Administrators (“COSCA”), the National Association for Court Management (“NACM”), and the National Center for State Courts (“NCSC”). COSCA, NACM and NCSC may be referred to individually as “Party” and collectively as “Parties.”

**Purpose**

WHEREAS, the Parties recognize the increasingly pivotal role technology plays in the administration of justice; and

WHEREAS, the Parties agree that technology can improve the state court’s ability to provide justice quickly, fairly, and economically; interact with the public, justice organizations, employees, and the private sector while balancing access, privacy and security; enhance access to justice; and promote public trust and confidence; and

WHEREAS, the Parties want to develop and promote technology standards for the courts; improve court processes and business practices; ensure adequate education and training for court leaders in technology; and collaborate with the justice community and other stakeholders; and

WHEREAS, the Parties have collaborated in the past by sponsoring a Joint Technology Committee

NOW THEREFORE, the Parties agree as follows:

A joint committee of the three organizations is established, to be known as the Joint Technology Committee (“JTC”).

The JTC's mission is to advise the Parties on the policies, programs and activities that will assist the courts in accomplishing the purposes identified in this MOU.

## **JTC Organization**

The JTC will be co-chaired by a member of COSCA and a member of NACM. COSCA will appoint five (5) additional members, NACM will appoint five (5) additional members, and NCSC will appoint two (2) members. COSCA and NACM will make every effort to ensure that at least one of their respective Board members is appointed to the JTC and that at least one representative from COSCA and one from NACM be judicial IT Directors. NCSC will seek to ensure that the Bench is represented in making its appointments.

Appointments will be for renewable, staggered three year terms.

[COSCA, NACM and NCSC will make the initial appointments using terms with staggered expiration dates something like the following: COSCA 1—Term Ending Dec 2004, COSCA 2—Term Ending Dec 2004, COSCA 3—Term Ending Dec 2005, COSCA 4—Term Ending Dec 2005, COSCA 5—Term Ending Dec 2006, COSCA Co-Chair—Term Ending Dec 2006, NACM 1—Term Ending Dec 2004, NACM 2—Term Ending Dec 2005, NACM 3—Term Ending Dec 2005, NACM 4—Term Ending Dec 2006, NACM 5—Term Ending Dec 2006, NACM Co-Chair—Term Ending Dec 2007, NCSC 1—Term Ending Dec 2004, NCSC 2—Term Ending Dec 2006; then full three year appointments will be made].

The Chair of the COSCA Statistics Committee will serve ex-officio on the JTC to ensure coordination between the two groups.

## **Working Groups**

The JTC may create, at the discretion of the co-chairs, Working Groups to address specific issues. Working Groups may include non-JTC members to ensure the appropriate knowledge, skills, abilities and perspectives are available.

Working Groups will develop work plans which must be approved by the JTC.

JTC may develop Standard Operating Procedures for Working Groups to assist them in organizing and structuring their work.

Working Groups will dissolve upon completion of the work plan.

The current JTC Committees—Education and Standards—will be reconstituted as Working Groups. The activities of the Consortium will be continued through the Standards Working Group.

## **Staff Support**

NCSC shall designate a staff person to serve as executive secretary to the JTC. Responsibilities shall include coordination and support of JTC operations.

## **Meetings**

The JTC will meet at least twice a year, once in conjunction with the NACM Annual Meeting and once in conjunction with the COSCA Midyear meeting.

NACM and COSCA will make facilities at the conference location available and will make other reasonable accommodations to assist JTC in holding its meeting.

## **Financial Support**

Subject to funding availability, NCSC agrees to provide staff support and meeting expenses, and the travel expenses of those JTC members (not including ex-officio members) who are not also members of the host conference to attend JTC meetings.

NCSC will not assume responsibility for the travel expenses of COSCA members attending JTC meetings held in conjunction with a COSCA meeting.

NCSC will not assume responsibility for the travel expenses of NACM members attending JTC meetings held in conjunction with a NACM meeting.

## **Severability**

If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in full force and effect, until renegotiated or rewritten

## Headings Not Controlling

Headings used in this Agreement are for reference purposes only and shall not be considered to be a substantive part of this Agreement.

## Duration and Procedures for Amending MOU

This Agreement is valid until terminated by mutual consent of the Parties. Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date. Notice of withdrawal shall be given to all Parties covered by this MOU.

This Agreement may be modified at any time by an addendum signed by authorized agents of the Parties hereto.

## Signatures

Signature	Date	Contact Information
<hr/> <b>Name</b> Title:		COSCA
<hr/> <b>Name</b> Title:		NACM
<hr/> <b>Name</b> Title:		NCSC