

**Memorandum of Understanding
for the Electronic Exchange of Discovery and Case Related Materials
between the Office of State Attorney
and All Participants with the Document Exchange Portal**

This memorandum of understanding (MOU) is entered between the Office of the State Attorney, 20th Judicial Circuit (SAO) and the Participants. The purpose of this MOU is to define the terms and conditions by which the SAO and Participants will electronically exchange discovery and court documentations through the Document Exchange Portal (DEP). This method of delivery will be accepted by each party to meet the statutory requirements.

The conditions of the Document Exchange Portal Process are as follows:

- a) Guidelines for the DEP will be provided by the Criminal Justice Information System programmers.
- b) The Participants will be responsible for the creation of their user accounts and delegate accounts, deactivation of their accounts, maintenance of correct e-mail addresses for their accounts, and resetting forgotten passwords. Each Participant will be responsible for ensuring there is no unauthorized access to the DEP. Each Participant is responsible for the training requirement for their staff.
- c) Accounts that have not been used within 180 days will be deactivated.
- d) All documents sent from SAO to Participant will be available on the portal for retrieval for 30 days. If the DEP is unavailable, Parties will exchange information in an alternative method.
- e) The Participants agree to have up to-date and active anti-malware installed on their systems.
- f) Either Party may terminate this agreement by providing 30 days written notice. The Participant may terminate this agreement by delivering written notice to the SAO Executive Director.

If the Participant is an attorney, these additional conditions apply:

- a) Pleadings that are filed with the Clerk of Court via e-portal eservice do not need to be provided through the DEP system. All other discovery and/or case related material that is not filed with the Clerk of Court shall be sent through the DEP.
- b) Upon delivery or receipt of discovery and/or case related material into the DEP, an email will be sent to the SAO and Participant of record.
- c) Both Parties agree to accept delivery of case discovery through the DEP and agree to use the DEP as the method of discovery exchange. In the event of emergency or unforeseen circumstance, paper copies will be transmitted.

If the Participant is a Law Enforcement Agency, these additional conditions apply:

- a) Participants agree to adhere to all CJIS policies as set forth in the CJIS Security and FDLE CJIS Criminal Justice User Agreement.
 - b) Participants are FDLE CJIS recognized Criminal Justice Agencies and attest that the information will remain confidential. Should any employee violate this confidentiality, they will be disciplined accordingly.
 - c) Participants agree to adopt and adhere to appropriate and reasonable quality assurance procedures to ensure only complete, accurate, and valid case information is transmitted through the document portal.
 - d) The document file format preferred is PDF with DOCX as a second choice and video format preferred is MP4.
 - e) In the event that case information may include items having evidentiary value by virtue of their physical state or condition, or are otherwise not suitable for electronic transmission, the SAO will accept such case information in a physical format.
- Participants agree to maintain active FDLE CJIS Criminal Justice Agreements and have adopted written policies and procedures governing the use, maintenance, and protection of confidential case information. Any Participant that violate such policies and procedures are subject to appropriate agency discipline.