

# New York State Unified Court System CRIMS Access Application For Attorneys

## **Instructions**

- This form is used to request a unique User ID for attorneys and their authorized employees and representatives to access pending cases within the Criminal Records & Information Management System.
- Complete this form and the **Terms and Conditions for Attorney Access**.
- Attorneys not registered to the New York State Bar: provide the address and phone number of their state's Attorney Registration Department so that registration can be verified. See item # 7 below.

PLEASE TYPE all information requested below.					
1.	Attorney Name:				
2.	Work Address:				
3.	Telephone #: () 4. Email Address:				
5.	First 5 digits of your Social Security Number: 6. NYS Attorney Registration #:				
7. Attorneys not admitted to the NYS Bar: provide the following information for the Attorney Reg Department in the State registered.					
	Address:				
	Phone Number: ()				
8.	List of authorized employees and representatives applying for CRIMS Access.				

Name	Telephone	Email	First 5 Digits of SSN

## TERMS AND CONDITIONS FOR ATTORNEY ACCESS TO NEW YORK STATE UNIFIED COURT SYSTEM'S CRIMINAL RECORDS & INFORMATION MANAGEMENT SYSTEM

## Submission of this Document Constitutes Agreement to its Terms and Conditions

I (User name)	understand and agree that my access
and the access of my authorized employees and representatives to th	e New York State Unified Court
System's (UCS) Criminal Records & Information Management Syst terms and conditions:	tem (CRIMS) is subject to the following
I. SCOPE OF ACCESS	
User will have access to pending cases in CRIMS for searching by d	locket number.
II. PURPOSE OF ACCESS	
User's use of information obtained from the CRIMS database will be	e for the following purpose(s) only:

#### III. **DUTIES OF USER**

User agrees to protect the security of all information obtained from CRIMS and to use the information only for the purpose(s) set forth in Paragraph II above. User and authorized employee or representative shall also protect the security of his/her User ID and password and not disclose the User ID or password to anyone. User shall update the CRIMS Access Application with additions to or deletions from the list of authorized employees and representatives.

User shall be responsible to ensure that User's authorized employees and representatives comply with all the terms and conditions of User's access to CRIMS. User shall report immediately to UCS any unauthorized disclosure of User's ID and/or password.

#### IV. RESTRICTIONS ON DISSEMINATION

Secondary dissemination by User, its authorized employees and representatives of information obtained from CRIMS, except as may be necessary to carry out the purpose(s) identified in Paragraph II of this agreement, is not permitted for any reason unless specifically authorized by UCS in writing or otherwise required by law. Secondary dissemination by the User, its authorized employees and representatives of information obtained from CRIMS for any purpose for a fee or other consideration is prohibited. Secondary dissemination means the transmission of information obtained from CRIMS in any form to any person or entity other than an authorized employee or representative of User.

#### V. **USER QUALIFICATIONS**

User represents that (s)he is a licensed registered attorney in good standing in the state listed on User's Application. User's access to CRIMS is subject to User remaining a licensed registered attorney in good standing in the state listed on User's Application.

### VI. AUDIT

User's access to CRIMS is subject to UCS investigation and audit of the security of User's ID and password and the use and dissemination of information obtained from CRIMS by User and User's authorized employees and representatives for the purpose of ensuring compliance with these CRIMS access terms and conditions.

### VII. TERMINATION OF ACCESS

If UCS determines that the User, its authorized employee(s) or representative(s) has violated one or more of these terms and conditions, UCS may immediately revoke User's access to CRIMS. Either UCS or User may, on 30 days written notice, terminate User's access for any reason.

### VIII. LIABILITY AND INDEMNIFICATION

UCS shall have no liability to User, its authorized employees or representatives for erroneous or outdated information in CRIMS, delays in accessing CRIMS, or unavailability of CRIMS, regardless of the reason for any erroneous or outdated information, delays or unavailability, including but not limited to, the negligence of UCS and its employees and agents.

User shall indemnify and hold harmless UCS and its employees from all claims, expenses, liabilities and damages, including reasonable attorneys' fees, arising from or related to access to CRIMS and the use and dissemination of information obtained from CRIMS by User, its authorized employees and representatives, and all users of User's ID and/or password, regardless of whether or not the access, use and dissemination complied with these terms and conditions.

The liability and indemnification provisions set forth above shall survive the termination of User's access to CRIMS.

Please Print the	User Name (same as	s on the first page):	

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