

**AGREEMENT RE: _____ DOCUMENT DEPOSITORY
FOR THE _____ LITIGATION**

Definitions:

1. “_____ **Litigation**” is defined as the following civil actions relating to _____.
2. “_____ **Litigation Parties**” is defined as those parties appearing on the Certificate of Service prepared by Liaison Counsel from the Notices of Appearance filed in the _____ Litigation and certified by the Presiding Judge as the official certificate of service for the _____ Litigation.
3. “_____ **Litigation Document Depository**” is defined as that area located at:
4. “**Documents**” are defined as any designated documents or electronically stored information – including writings, drawings, graphs, charts, photographs, sound recordings, images and other data or data compilations produced by any party in the _____ Litigation.

Terms of Agreement:

1. _____ agrees to provide sufficient space to store and maintain accessibility of documents produced in the _____ Litigation in a two-tier system of document storage, wherein documents requiring lesser security are separated from documents subject to protective orders.
2. _____ warrants that the space provided to store and maintain documents in the _____ Litigation is structurally adequate for use as a document depository, and agrees to hold the _____ Litigation Parties harmless

- for any causes of action, claims or damages which may result from structural failure or insufficiency of the _____ Litigation Document Depository to store the _____ Litigation documents.
3. Documents contained in the _____ Litigation Document Depository shall be secure at all times, and all areas containing documents shall be locked when not in use by the _____ Litigation Parties or their attorneys, authorized representatives or designees.
 4. _____ shall have an employee present at all times when the documents are in use.
 5. _____ shall designate and provide sufficient work space, including tables or desks and chairs in close proximity to the _____ Litigation Document Depository for the _____ Litigation Parties or their attorneys, authorized representatives or designees to review documents.
 6. _____ shall provide the _____ Litigation Parties or their attorneys, authorized representatives or designees sufficient access to the internet from the designated work space in the _____ Litigation Document Depository.
 7. _____ shall make documents in the _____ Litigation Document Depository available for inspection and copying by the _____ Litigation Parties or their attorneys, authorized representatives or designees during regular office hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Any review of the documents outside regular office hours must be made by separate agreement and at the expense of the requesting party.

8. _____ shall make copies of documents placed in the _____ Litigation Document Depository, as requested by the _____ Litigation Parties or their attorneys, authorized representatives or designees at the agreed rate of _____ per page;
9. The _____ Litigation Parties agree to pay \$_____ per month for the _____ Litigation Document Depository, such charge to be equally divided among the _____ Litigation Parties.
10. In the event that a _____ Litigation Party is dismissed from the _____ Litigation, the monthly charge for the _____ Litigation Document Depository shall be re-allocated among the remaining _____ Litigation Parties equally.
11. Only the _____ Litigation Parties or their attorneys, authorized representatives or designees may review or request copies of _____ Litigation Documents stored in the _____ Litigation Document Depository. A list of the _____ Litigation Parties and their counsel is attached as Exhibit A.
12. The _____ Litigation Parties or their attorneys, authorized representatives or designees agree to sign in upon entry to the _____ Litigation Document Depository, and to sign out when departing the _____ Litigation Document Depository.
13. _____ agrees to maintain a sign in and sign out log of all _____ Litigation Parties or their attorneys, authorized representatives or designees who enter the _____ Litigation Document Depository;

and to provide a map of the location of all documents place in the _____ Litigation Document Depository to the _____ Litigation Parties or their attorneys, authorized representatives or designees.

14. Under no circumstances shall any documents deposited in the _____ Litigation Document Depository be removed from the premises without the authorization of the Court. _____ shall securely maintain all records in the _____ Litigation Document Depository until the _____ Litigation is resolved or until such time as _____ is instructed by the Court.

15. The _____ Litigation Parties agree to ship any documents to be housed in the _____ Litigation Document Depository directly to _____ at the following address:

16. The _____ Litigation Parties agree to provide an index of documents shipped and to clearly mark each and every box of documents shipped to the _____ Litigation Document Depository as follows:

DOCUMENTS FOR _____ DOCUMENT DEPOSITORY

17. The _____ Litigation Parties agree to clearly mark each and every box of documents shipped to the Keystone Document Depository that is subject to a protective order as follows:

**DOCUMENTS FOR _____ DOCUMENT DEPOSITORY
SUBJECT TO PROTECTIVE ORDER**

18. This Agreement shall be terminable by any party upon 60 days notice, but any _____ Litigation Party who wishes to terminate their participation in

this Agreement and/or withdraw documents deposited in the _____
Litigation Document Depository must have prior written authorization of the
Court.

19. If a _____ Litigation Party is dismissed from the
_____ Litigation, the party is released from any liability under the
Agreement after paying all sums due and owing to _____.
20. At the conclusion of the _____ Litigation, _____ will
provide those _____ Litigation Parties who still have their
documents in the _____ Litigation Document Depository with 60
days notice to either request the return or the disposal of such documents, at the
Party's own expense. In the event that any _____ Litigation Party
fails to notify _____ regarding the return or the disposal of their documents
within such 60-day period, _____ may destroy the documents at the
expense of such _____ Litigation Party.

Agreed to by:

Date: _____

Date: _____