

AGREEMENT REGARDING DISCOVERY INFORMATION

In an effort to make the discovery process proceed in the most straightforward manner possible and to prevent the usage of discovery materials to harass or intimidate witnesses or for identity theft, the Cooke County District Attorney's office ("DA") and the undersigned attorney practicing criminal law in the courts of Cooke County ("defense counsel") hereby make the following agreement with regard to all criminal matters handled by defense counsel.

1. When the DA provides counsel with the offense report, witness statements, and other discovery materials from the DA's file in any matter ("discovery materials"), the DA retains all ownership rights in said discovery materials
2. Defense counsel agrees that he/she will not disseminate said discovery materials to any other person, with the exception of those within counsel's firm or expert witnesses. In the event that co-counsel is associated with defense counsel on a particular case and co-counsel is not within defense counsel's firm, defense counsel must make co-counsel aware of the provisions of the agreement and defense counsel will be responsible for the conduct of co-counsel as it relates to compliance with the agreement.
3. The discovery materials made available to defense counsel or a copy thereof may not be sent or otherwise provided in any matter to the defendant, the defendant's family, or any other person on the defendant's behalf. Defense counsel may show the defendant or others the discovery materials in the course of representing said defendant, but may not allow same to be copied.
4. Defense counsel waives the right to have the DA formally respond to the 235th Judicial District Court's standard pre-trial discovery order, if any, filed in a cause.
5. Defense counsel agrees not to file motions for discovery or omnibus pre-trial motions unless Defense counsel has made a written request for specific discovery and the State refused to provide such information.
6. In the event that defense counsel violates this agreement, the DA will cease making available to defense counsel the discovery materials in any and all cases, except as required by the order of the court pursuant to Art. 39.14 CCP and other applicable laws of the State of Texas and provisions of the United States Constitution. In such event, unless required by law or the order of the court, discovery will be complied with by inspection rather than by reproduction in all future cases involving defense counsel and the DA may demand the return of all previously furnished discovery materials.

I have read and agree to the foregoing agreement, and signed same on _____.

Defense Counsel's Signature

Attorney for the State

Printed Name and State Bar No.

Printed Name

Defense Counsel's Email Address