

Dallas County Criminal District Attorney's Office (DCCDAO)
Conviction Integrity Unit Review
Cooperative Agreement

The parties enter into a cooperative agreement ("the Agreement") relating to the Conviction Integrity Unit (CIU) review of actual innocence claims and attendant post-conviction wrongful conviction claims which may arise during the CIU review, in:

Cause No(s) _____

Defendant _____

Defendant's Attorney agrees:

- 1) To abide by the limitations set forth by the current version of art. 39.14 of the Texas Code of Criminal Procedure regarding the confidentiality, use, and dissemination of discovery received in this case, notwithstanding the version of art. 39.14 in effect on the offense date of this cause. To the extent Defendant's Attorney believes a conflict exists between the current version of art. 39.14 and the Agreement, the limitations set forth in the Agreement control.
- 2) To maintain custody of all discovery produced pursuant to the Agreement and not allow any person to view the discovery produced pursuant to the Agreement, excepting copies provided to experts, attorneys, staff and colleagues who are assisting with the investigation and who also agree to be bound by attorney-client privilege and the terms of the Agreement, unless the CIU consents to such additional disclosure.
- 3) To be fully cooperative in the CIU investigation, including executing the attached limited waiver and consent, and sharing any investigative materials, reports, recordings or communications or other materials relevant to the investigation of the asserted claims, excepting work product, which may be produced on a case-by-case basis.
- 4) To coordinate with the CIU regarding the scheduling of witness interviews and other investigatory assignments in order to prevent potential interference with the CIU investigation and ensure the safety and cooperation of witnesses and victims.

I understand that the Dallas County Criminal District Attorney's Office Conviction Integrity Unit agrees:

- 1) To produce files and other documentation in its possession or acquired through

the CIU investigation, excepting work product. The CIU may produce work product on a case-by-case basis and when necessary to fulfill obligations under the Texas Disciplinary Rules of Professional Conduct or statutory obligations of the DCCDAO.

- 2) To make timely and appropriate disclosures of any exculpatory, impeachment or mitigating evidence (as defined by art. 39.14(k) and Constitutional protections) it discovers as part of the ongoing CIU review and as may be related to any filed or potential writ proceeding under Chapter 11 of the Texas Code of Criminal Procedure.
- 3) Notwithstanding prior terms of the Agreement, to inform Attorney if there is information that the CIU believes should be withheld for a reasonable amount of time in order to avoid jeopardizing any ongoing investigations or, alternatively, that may need to be produced under a protective order.

Attorney and the CIU both further agree:

- 1) To the release of forensic evidence, maintaining the proper chain of custody, to be examined by forensic experts; and that the results of those examinations and access to those experts will be equally available to both parties. Parties will earnestly endeavor to the use of mutually agreed upon experts for said testing.
- 2) That while the CIU review is pending and before any writ is filed, the parties will refrain from discussion of this case in the media unless consented to by the other party. If the parties are unable to agree on grounds for relief, and if either party determines it is necessary to discuss the case in the media, this agreement may be terminated; however, the parties agree to give reasonable notice of any intent to terminate and speak with the media.
- 3) Any writ proceedings filed as a result of this case being submitted for a CIU review will be handled by the CIU unless (1) the parties cannot agree upon submitted conclusion(s) or finding(s), or (2) the Agreement is violated, in which case, the DCCDAO may refer the proceedings to the Appellate Division of the Dallas County Criminal District Attorney's Office.
- 4) To be bound by the terms of the Agreement until the termination of the CIU review and any post-conviction proceedings resulting from that review.

Defendant's Attorney Signature

DCCDAO CIU ADA Signature

Date

Date

Dallas County Criminal District Attorney's Office (DCCDAO)
Conviction Integrity Unit Review
WAIVER AND CONSENT

INSTRUCTIONS: Please read the limited waiver below and sign if you agree with its terms. Before doing so, however, please discuss this matter with your attorney and have your attorney sign as well. **The original copy of this form must be delivered to the Conviction Integrity Unit.** Please retain a copy for your records.

I, _____, have filed a request with the Conviction Integrity Unit ("CIU") of the Dallas County District Attorney's Office for review of my conviction(s) in cause number(s) _____.

I am currently represented by an attorney. I understand that, in order for the CIU to fully investigate any claims of misconduct by the State, the CIU will need to determine what information was disclosed to my previous attorney(s) by the State or other parties.

Therefore, I agree to fully cooperate with the CIU's review, which includes allowing the CIU to contact and speak with my previous attorney(s) about any NON-PRIVILEGED matters, and allowing the CIU to access, view, or obtain a copy of my client file from my previous attorney(s), other than privileged communications or attorney work-product, contained within my file.

By signing below, I acknowledge that I have read and understood all of the above statements and that my agreement to cooperate with the CIU is made by my own free will and is given voluntarily. My signature below also acknowledges that my counsel has informed me of the terms of the Cooperative Agreement that s/he must abide by in order for a CIU review to take place and that I understand, and fully and voluntarily agree with my attorney's decision to abide by the Cooperative Agreement. I understand the above review of my conviction will be a lengthy process and the coordination of investigative efforts between the CIU and my attorney may take place over an extended period of time. Knowing this, I fully and voluntarily agree to allow my attorney the necessary time to abide by the terms of the Agreement.

My name is _____, my date of birth is _____, my inmate identifying number, if any, is _____, and my address (or place in which I am incarcerated) is _____.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Convicted Person

Executed in _____ County, State of Texas, on (date) _____.

CERTIFICATION BY ATTORNEY FOR CONVICTED PERSON

I hereby certify that I have fully explained to the convicted person the above statement and that his/her signature is a result of an independent and informed decision made by him/her.

Attorney Signature _____
Date _____

Attorney Name _____
State Bar No. _____