

## **AGREEMENT FOR TRANSFER OF THE CODIS HIT OUTCOME PROJECT (CHOP) DATABASE APPLICATION**

This agreement memorializes the terms under which the California Department of Justice (DOJ) will transfer a copy of its CHOP Database Application and Hit Tracking and Control (HTAC) Software (collectively, “the Software”) to the \_\_\_\_\_ Crime Laboratory (“Recipient”), a public agency. By signing this document, Recipient certifies that it is an SDIS (State DNA Index System) laboratory, and will comply with and be bound by all terms set forth in document.

- 1) DOJ grants Recipient permission to use, copy, or modify the Software for non-profit law enforcement purposes.
- 2) This Software and the associated documentation are designed, and released to Recipient, for exclusive use by the SDIS laboratory and no further distribution is authorized without the written permission of DOJ.
- 3) Because use and implementation of the software requires knowledge of the structure of the CODIS software, any such distribution of the Software and/or its documentation shall not result in disclosure of CODIS computer database program software or structures to non-NDIS-participating agencies.
- 4) Accordingly, this agreement does not relieve Recipient of any obligations pursuant to its NDIS or CODIS Software MOU, the NDIS Procedures, or any other subsequent requirements for participation in NDIS.
- 5) Recipient agrees not to license, sell, or distribute the Software for commercial purposes or applications.
- 6) DOJ maintains a proprietary ownership interest in all present and future versions of the Software that remain in its exclusive possession, with all rights reserved.
- 7) DOJ is not responsible for installation or testing of the Software transferred to Recipient, for providing additional off-the-shelf software or other programs necessary to run the Software, or for providing any hardware required. Further DOJ has no obligation to provide training, maintenance, installation, configuration or technical support, updates, enhancements, or modifications to the Software.
- 8) As presently configured, implementation of the Software requires a negotiated agreement with a Regional Information Sharing System (RISS), like the Western States Information Network (WSIN), to house the applications, provide secure connections to the DNA laboratory staging database tables, provide hypertext transfer protocol secure (https) network connection to CHOP, and to vet and manage qualified law enforcement users.
- 9) Recipient agrees that one or more representatives will attend a meeting/orientation to discuss required configurations, programming details, implementation requirements, and other issues at the conclusion of which DOJ will provide copies of the Software.

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- 10) IN NO EVENT SHALL DOJ BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THIS SOFTWARE AND ITS DOCUMENTATION, EVEN IF DOJ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
  
- 11) DOJ SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE AND ACCOMPANYING DOCUMENTATION, IF ANY, PROVIDED HEREUNDER IS PROVIDED "AS IS," AND MAY NOT BE FUNCTIONAL, FREE OF DEFECTS, OR COMPATIBLE WITH RECIPIENT'S EXISTING INFORMATION MANAGEMENT SYSTEM(S). A list of off-the-shelf software and hardware presently needed to operate CHOP is included as Attachment 1 to this agreement.
  
- 12) DOJ WILL NOT PROVIDE LEGAL ADVICE ON THE PROPER AND PERMISSIBLE USE(S) OF THE SOFTWARE. RECIPIENT, AND ANY OTHER THIRD PARTY THAT USES PRESENT OR FUTURE VERSIONS OF THE SOFTWARE, ASSUME COMPLETE AND SOLE RESPONSIBILITY FOR THE LEGAL CONSEQUENCES OF ITS USE.
  
- 13) RECIPIENT AGREES TO HOLD DOJ HARMLESS AND TO INDEMNIFY IT FOR ALL LIABILITIES, DEMANDS, DAMAGES, EXPENSES AND LOSSES ARISING OUT OF RECIPIENT'S USE FOR ANY PURPOSE OF THE SOFTWARE.
  
- 14) The illegality or invalidity of any provision of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.
  
- 15) This document is the entire agreement between DOJ and Recipient regarding transfer of the Software.

\_\_\_\_\_  
Authorized Representative for SDIS

\_\_\_\_\_  
Authorized Representative for DOJ

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**Jill Spriggs, Chief**  
Bureau of Forensic Services

\_\_\_\_\_  
Agency

\_\_\_\_\_  
California Department of Justice  
Agency

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT FOR TRANSFER OF THE (CHOP) DATABASE APPLICATION**

### Attachment 1

#### List of Software and Hardware Presently Required to Operate CHOP/HTAC

##### Web Server

Web Servers - DELL Poweredge R610 servers or equivalent

- Present configuration: Dual Intel Xeon @ 2.53 GHz, 6 GB RAM, 32-bit OS

##### Server Software-

- \* Microsoft (MS) Windows Server Enterprise SP 2
- \* IIS 7.0 Web Server software
- \* MS ASP.NET
- \* MS ADO.NET
- \* Telerik RAD Controls (Enterprise License)
  - Telerik.Web.UI (AJAX) v.2012.1.215.40
  - Telerik\_Reporting v.2012.v6.0.12.215
- \* MS Visual Studio 2010 Professional

Database Server - DELL Poweredge R710 servers or equivalent

- Present configuration: Dual Intel Xeon @ 2.53 GHz, 32 GB RAM, 32-bit OS

##### Database Server Software-

- \* MS Windows Server Enterprise SP 2
- \* MS SQL Server 2008 R2

##### Email Service

- \* Internal SMTP Server (presently hosted) on the Western States Information Network (WSIN, one of 6 Regional Information Sharing Systems or RISS) LAN