

# **Attachment A**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MASSACHUSETTS CRIMINAL HISTORY SYSTEMS BOARD  
AND  
THE MASSACHUSETTS DEPARTMENT OF STATE POLICE  
AND  
THE BOSTON POLICE DEPARTMENT  
AND  
KNOWLEDGE COMPUTING CORPORATION  
FOR SHARING LAW ENFORCEMENT INFORMATION**

This Memorandum of Understanding (MOU) is entered into by and between the following criminal justice agencies: the Massachusetts Criminal History Systems Board (CHSB); the Massachusetts Department of State Police (MSP); the Boston Police Department (BPD), collectively referred to as "Agency Parties," and Knowledge Computing Corporation, an Arizona Corporation (KCC), the Agency Parties and KCC collectively referred to as "Parties."

This MOU is intended to define the terms and mutual responsibilities of the parties, to outline conditions under which the Agency Parties will cooperate in the access to and sharing and use of information, and to detail various indemnifications among and between the Parties.

**I. OVERVIEW**

COPLINK® is a software application intended to provide law enforcement officers and criminal justice agencies accessible and accurate information for the speedy investigation and apprehension of law violators by sharing information via an interface of integrated data sources.

Information is shared through COPLINK® Solution Suites, computerized systems installed by, and currently maintained by, KCC.

MSP maintains information in various case and records management systems. This information is now integrated in a COPLINK Solution Suite (the MSP Node) installed by, and currently maintained by, KCC. For the purposes of this MOU, the MSP Node is also deemed to include information in various case and records management systems provided by other criminal justice agencies for participation in COPLINK®.

BPD also maintains information in various case and records management systems. This information is now integrated in a COPLINK Solution Suite (the BPD Node) also installed by, and currently maintained by, KCC.

MSP and BPD (Sharing Parties), realizing the mutual benefits to be gained by sharing information, now seek to share the information in the MSP Node and the BPD Node.

CHSB is Massachusetts' designated National Crime Information Center (NCIC) Criminal Justice Information Systems (CJIS) systems agency (CSA).

The Parties agree that the MSP Node and the BPD Node will be shared in COPLINK® through the CJIS network.

The Statewide Information Sharing System (SWISS) is a centralized data warehouse that contains copies of local and state police Records Management System (RMS) information. SWISS is operated and managed by CHSB. CHSB will provide SWISS data to the MSP Node for inclusion in COPLINK®.

## II. AUTHORIZED RELEASE OF INFORMATION

### a. Sharing of Information

The Sharing Parties authorize the release of information residing in their respective nodes to each other, and to any other criminal justice agency that may participate in COPLINK® in the future, as permitted by law. BPD agrees that other criminal justice agencies may obtain access to the BPD Node, provided that such agencies' access is subject to the same terms and conditions that apply to the Parties under this MOU. BPD agrees that, solely for the purposes of such future MOUs with additional criminal justice agencies, the BPD Node may be deemed to be included in the MSP Node.

A Sharing Party that does not want certain information made available to the other Sharing Party is responsible for ensuring that the information is not included in the data transfer to COPLINK®. A Sharing Party that wants certain data to be made available only to a select group of users is responsible for placing the appropriate restriction indicator on COPLINK®.

### b. Access to COPLINK®

Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use information in COPLINK®.

### c. Liability

Each Party is solely responsible for any and all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (collectively, "Claims"), arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this MOU, including the use or alleged or actual misuse of COPLINK® by that Party, its officers, agents or employees.

d. Indemnification

Unless otherwise exempted by law, KCC shall defend, indemnify and hold harmless each Agency Party, including its agents, officers and employees (collectively, "Indemnified Parties") against any and all Claims, including, without limitation, for any personal injury or property damages, patent or copyright infringement or other damages, that the Agency Party may sustain which arise out of or in connection with KCC's performance of this MOU, including but not limited to the negligence, reckless or intentional conduct of KCC, its agents, officers, employees or subcontractors. KCC shall at no time be considered an agent or representative of an Agency Party. After prompt notification of a claim by an Agency Party, KCC shall have an opportunity to participate in the defense of such Claim and any negotiated settlement agreement or judgment. The Agency Parties shall not be liable for any costs incurred by KCC arising under this paragraph.

Notwithstanding the foregoing, nothing herein shall be construed to require KCC to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this indemnity shall be construed as authorizing any award of attorneys' fees in any action on or to enforce the terms of this MOU. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

The provisions of sections II.c and II.d shall survive the expiration or termination of this MOU.

### III. INFORMATION OWNERSHIP

a. Ownership

Each Sharing Party retains sole control of and responsibility for the content of all information it provides to COPLINK®. Each Sharing Party is responsible for creating, updating, and deleting records in its own records management system or database, according to its own policies. Each Sharing Party shall use reasonable efforts to insure the completeness and accuracy of its source data.

b. Release of Information

Sharing Parties and Authorized Users shall release or make available information accessed from COPLINK® only to persons or entities authorized to lawfully receive COPLINK® information.

c. Unauthorized Requests

If a Sharing Party receives a request for information in COPLINK® by anyone who is not authorized to receive information from COPLINK®, that Sharing Party shall refer the request to the law enforcement agency that authored or originated the requested information ("Source Agency").

d. Public Record Requests, Subpoenas and Court Orders

An Agency Party receiving a public records request, subpoena, or court order ("Legal Request") for information in COPLINK® authored by or originated by another Sharing Party shall respond

to the Legal Request that it has no control over said information and shall immediately provide a copy of the Legal Request to the Source Agency for response.

#### **IV. UNDERSTANDING ON ACCURACY OF INFORMATION**

##### **a. Accuracy of Information**

Agency Parties agree that the data maintained in COPLINK® consists of information assumed to be accurate. All Sharing Parties will participate in several testing sessions to validate and ensure that their information is accurate. However, data inaccuracies can arise for multiple reasons (e.g., entry errors, misinterpretation, outdated data, etc.). It shall be the responsibility of the Sharing Party requesting or using the data to confirm the accuracy of the information with the Source Agency before taking any enforcement-related action.

##### **b. Timeliness of Information**

Each Sharing Party shall determine the frequency with which its data will be refreshed in COPLINK®. In addition, each Sharing Party has its own policy regarding the speed at which incidents are recorded in its internal records management systems. Since changes or additions to data are not updated in COPLINK® on a real-time basis, Sharing Parties recognize that information may not always be timely and relevant. It shall be the responsibility of the requesting Sharing Party to confirm the timeliness and relevance of the information with the Source Agency. Additionally, a data refresh schedule will be published by each System Administrator to enable a user to determine the potential timeliness of each Sharing Party's data.

#### **V. USER ACCESS**

##### **a. Login Application Process**

Each Agency Party shall designate an Agency System Administrator to be responsible for management of user accounts at that Agency Party. Each Agency Party agrees that all Authorized Users shall be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Agency System Administrator. The Agency System Administrator shall have discretion to deny or revoke individual access.

##### **b. Login Assignment**

Each Authorized User will be issued a user login and a default password by the Agency System Administrator. Upon logging into COPLINK® for the first time, each Authorized User will change the default password to another password. Authorized Users may be assigned to groups that have different levels of access rights based on the level of restriction of the information.

c. Intended Use

Each Authorized User agrees that COPLINK®, the information contained in it, and the networking resources it provides are to be used solely for purposes consistent with the law. Authorized Users shall not use or share the information for any unethical, illegal, or criminal purpose. Any unauthorized use of COPLINK, the information contained in it, and the networking resources it provides will result in disciplinary action.

d. Limitations on Use of Logins

An Authorized User shall not access COPLINK® by using a name or password that was assigned to another user. An Authorized User shall not give his or her password to another person, including another user, to access the system.

e. Audit Trail

Each transaction on COPLINK® is logged, and an audit trail is created. Each Agency System Administrator shall conduct an internal audit on a periodic basis to ensure information is reasonably up to date and user queries are made for legitimate law enforcement purposes only. COPLINK® will require each Authorized User to input the reason for the requested information before any information is generated. This information shall be recorded on COPLINK®, and retained to allow the Agency System Administrator to complete the internal audit. Each Agency System Administrator shall maintain the audit trail for a minimum of three years. Requests for transaction logs shall be made in writing to the Agency System Administrator, who shall provide the logs to the requesting Party within a reasonable amount of time.

f. Termination of Logins

Each Agency System Administrator is responsible for timely removal of any login accounts as Authorized Users leave the Agency Party, failure to meet the requirements of this MOU, or are denied access by the Agency System Administrator for any other reason.

## VI. CONFIDENTIALITY OF INFORMATION

a. Information Confidentiality

Information in COPLINK® is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in COPLINK®. Otherwise, the information shall be kept confidential.

b. Internal Requests for Information

An Authorized User who receives a request from a non-authorized requestor for information in COPLINK® shall not release that information, but may refer the requestor to the Source Agency.

c. Removal or Expungement of Records

Sharing Parties shall determine a schedule for record deletion, removal expungement, and other edits.

## VII. SYSTEM ACCESS

### a. Network Access

Access to COPLINK® will be provided via the CJIS network, or other such method that is approved by the CHSB.

### b. System Availability

COPLINK® shall operate 24-hours a day, 7-days a week, with downtime limited to those hours required for any necessary maintenance activities.

## VIII. TERM OF MOU

### a. Term

This MOU will commence on the date that it is executed by all Parties. It will terminate only as allowed by Section IX.

### b. Amendments

Any change in the terms of this MOU shall be incorporated into this MOU by a written amendment properly signed by the Parties.

### c. Supplemental Policies

An Agency Party may add individual guidelines for its own computers or networks, provided that such guidelines do not conflict with the provisions of this MOU.

### d. Sanctions for Non-Compliance

Any party to this MOU may terminate a Sharing Party for violating the terms of this MOU by providing 60 day notice to the offending Sharing Party, in addition to providing notice to CHSB and KCC. Notice to the offending Sharing Party shall include an opportunity to correct the violation. Failure of the offending Sharing Party to correct the violation may result in termination of its COPLINK® System access.

If the offending Sharing Party corrects the violation within 60 days, to the satisfaction of the Complaining Party, then the offending Sharing Party's System access shall not be terminated. If the offending Sharing Party fails to correct the violation to the satisfaction of the Complaining Party, the Complaining Party will notify KCC and CHSB who shall jointly recommend the decision whether to terminate System access or take other remedial action. If the Complaining Party is unsatisfied with said joint recommendation, that Party may terminate this MOU or take any other action as permitted by this MOU.

## IX. TERMINATION

Either Sharing Party to this MOU may terminate this MOU or any part hereof upon giving the other Sharing Party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice. Neither KCC nor CHSB may terminate this MOU.

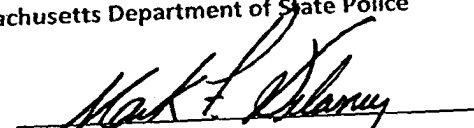
**X. SEVERABILITY**

If any part of this MOU is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this MOU, and the remaining parts of this MOU shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

**XI. SIGN-OFF ON EXECUTION OF MOU**

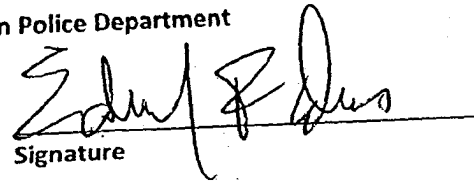
By executing this MOU, each Party acknowledges that it has received a copy of this MOU, and will comply with its terms and conditions. The person executing this MOU certifies that the person is authorized by its Party to execute this MOU and legally bind its Party to the terms herein. This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A complete original will be kept on file with MSP. For all other purposes, facsimile signatures are acceptable as originals.

Massachusetts Department of State Police

By:   
Signature  
MARK F. DELANEY  
Typed Name  
Colonel  
Title

Date: 5.28.09

Boston Police Department

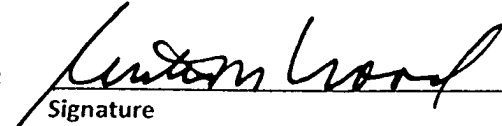
By:  18 JUN 09  
Signature

Edward Davis  
Typed Name

Police Commissioner  
Title

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

Massachusetts Criminal History Systems Board

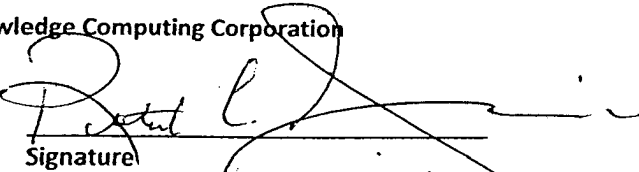
By:   
Signature

CURTIS M. WOOD  
Typed Name

EXECUTIVE DIRECTOR  
Title

Date: 7-13-09

Knowledge Computing Corporation

By:   
Signature

ROBERT L. GALPIN  
Typed Name

President/CEO  
Title

Date: 8-20-09