

**CITY OF \_\_\_\_\_**  
**DATA PRIVACY AGREEMENT**

This Data Privacy Agreement (“**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ (“**Effective Date**”), by and between the CITY OF \_\_\_\_\_, a \_\_\_\_\_ municipal corporation located at: \_\_\_\_\_ (“**City**”) and LAW ENFORCEMENT ACTION PARTNERSHIP INC., a 501(c)(3) nonprofit organization located at: 121 Mystic Avenue Suite 9, Medford, MA 02155 (“**Requestor**”). The City and the Requestor may hereinafter be referred to individually as a “party” or collectively as the “parties.”

**RECITALS**

- A. The City desires to obtain data analysis to inform the design of an alternative response model and innovative tools to reduce overreliance on police and improve public safety in the City;
- B. The Requestor represents that it has the necessary skill, experience, equipment, and personnel to conduct said data analysis; and
- C. The City desires to enter into a data privacy agreement with the Requestor to provide, and the Requestor desires to provide, the requested data analysis in accordance with the data privacy terms and conditions of this Agreement.

**AGREEMENT**

In consideration of the mutual promises and agreements hereinafter set forth, the City and the Requestor hereby agree as follows:

- 1. **Requestor Services.**
  - i. Contracted Services. The Requestor agrees to provide the City with professional data analysis services, which may be further refined herein or expanded pursuant to supplemental letter agreements agreed to by the parties (collectively, the “**Services**”). Part of the base Services provided by the Requestor shall include reviewing 911 calls for service data, including private and confidential data.
- 2. **Term.** This Agreement shall commence as of the date first written above and shall continue until the Services are completed. The parties may, however, agree in writing to extend the term of this Agreement for such additional periods as they deem appropriate, and upon the terms and conditions as may be stated in the written extension.
- 3. **Amendments.** No modification, amendment, deletion, or waiver in the terms of this Agreement, or any expansion in the scope of deliverables, is valid unless it is in writing and signed by the parties.

4. **Services Products and Ownership of Documents.** All deliverables and products of the Services including, but not limited to, complete and incomplete records, materials, information, reports, drawings, plans, and specifications prepared and developed in connection with the provision of Services pursuant to this Agreement shall become the property of the City. The Requestor may retain copies of such materials for future services to the City but may not share or use them to create new products without the permission of the City.
5. **Data Practices.** Any and all data accessed or received by the Requestor is the sole property of the City and must remain confidential. No data accessed or received by Requestor may be disseminated or otherwise disclosed to any personnel not affiliated with Requestor without the City's written consent. The Requestor will implement strict confidentiality requirements to ensure that only affiliated personnel have access to the data necessary to complete the analysis.
6. Requestor shall notify the City as soon as reasonably possible if there has been any breach of security or confidentiality related to data accessed or received by Requestor from the City.
7. Requestor agrees that it will not utilize for any other purpose, and will not publish, any raw confidential data provided or accessed pursuant to the Services without prior review and agreement by the City. Requestor also agrees that it will not publish any research results derived from data provided or accessed pursuant to the Services without prior review and agreement by the City. Any research reports or other documentation publicly disseminated by Requestor utilizing the City's data will include a statement notating that the use of the data has been approved by the City but that any opinions or conclusions drawn by Requestor as a result of that data does not represent the position or policies of the City.
8. Requestor will indemnify, hold harmless and otherwise assume all liability for any damages that may arise from the use, storage, disposal, disclosure or interaction with data accessed or provided with consent from the City. The City, its agents, officers, employees, and elected officials will not be liable to Requestor for any loss, claim or demand made by Requestor, or made against Requestor by any other party, due to or arising from the use of the data by Requestor unless caused by or related to the willful or negligent misconduct of the City. Requestor shall defend, indemnify, and hold the City harmless for any loss, claim, or demand made resulting from the negligence and willful misconduct by Requestor.
9. Requestor and the City Responsibility for Securing Data Identifiable to an Individual:
  - a. The FBI Criminal Justice Information System (CJIS) Security Policy v 5.9 (06/01/2020) contains the following definitions:
    - i. Criminal Justice Information (CJI): Criminal Justice Information is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions

including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

- ii. Personally Identifiable Information (PII): PII is information which can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name.

10. If the CJI request for research contains PII, or information from which PII can be derived, the following must be performed:
  - a. The dataset must be transmitted to the Requestor via encrypted communication;
  - b. The Requestor must store the dataset on an encrypted file server or private and secured device; and
  - c. The Requestor must only transmit the dataset between affiliated personnel via encrypted communication.
11. **Publicity.** The Requestor may work with the City to create public and promotional announcements or press releases relating to the relationship set forth in this Agreement. All public announcements by one party which specifically mention the other party shall be subject to prior review and approval.
12. **Entire Agreement.** This document, including the above recitals, the attached exhibits, and documents expressly incorporated herein by reference, constitute the entire agreement between the parties and it supersedes all oral agreements and negotiations between the parties regarding the subject matter of this Agreement.
13. **Compliance with Laws and Regulations.** In providing the data analysis, the Requestor must abide by all applicable statutes, ordinances, rules, and regulations. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
14. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.
15. **Governing Law and Venue.** This Agreement will be controlled by the laws of the State of \_\_\_\_\_. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of \_\_\_\_\_ in \_\_\_\_\_ County, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**IN WITNESS WHEREOF**, the City and the Requestor have caused this Data Privacy Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below and effective as of the date first written above.

**CITY OF \_\_\_\_\_**

**LAW ENFORCEMENT  
ACTION PARTNERSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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