



**INTERDEX™ MEMORANDUM OF UNDERSTANDING
BETWEEN COLOSSUS, INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**

AND

_____ **[CONTRIBUTING AGENCY]**

FOR PARTICIPATION IN THE INTERDEX DATA SHARING PROGRAM

Purpose:

The purpose of InterAct's inter-agency data sharing project is multi-fold:

1. Officer Safety – provide a mechanism for officers to query multiple agency databases, to receive focused information prior to making contact, about a person, vehicle, or location;
2. Agency Interoperability – provide the capability for agencies to collaborate and securely share data with other agencies; and
3. Increase Law Enforcement Effectiveness – provide officers with actionable data at the point of enforcement to equip officers with the information needed to make informed decisions in the field.

The purpose of this InterDEx Memorandum of Understanding ("MOU") establishes permissions and guidelines for the use of Records Management System ("RMS"), Jail Management System ("JMS"), and other law enforcement agency data the parties agree to share with other law enforcement and public safety agencies to include, but not limited to:

- Local government jurisdictions in your state and other states that wish to participate and enter into this MOU;
- State agencies in your state and other states that wish to participate and enter into this MOU; and
- Federal agency units based in your state and their specialized field units, and other agency units outside your state who wish to participate and enter into a MOU.

Understandings:

- A. This MOU is entered into by InterAct and the Contributing Agency for the purpose of participating in the InterAct InterDEx Data Sharing Program (hereinafter referred to as "InterDEx").
- B. This MOU relates to participation in the InterDEx data sharing initiative. Data submitted by contributing agencies is and remains the property of the contributing agencies. Access by authorized Contributing Agencies will be controlled and monitored by InterAct. The security of InterAct's data center is secured consistent with FBI-CJIS guidelines.
- C. Security of authorized users will be verified by the responsible authority at the Contributing Agency. InterAct will report any unusual activity to the Contributing Agency holding the subscription for that user. Follow up on this report will be the responsibility of that Agency, consistent with the Agency's internal policies, FBI-CJIS guidelines, Code Of Federal Regulations, Title 28--Judicial Administration, chapter I--Department of Justice, Part 20--Criminal Justice Information Systems.
- D. InterAct created InterDEx as an inter-agency data sharing network of criminal records management system data, and other pertinent law enforcement agency data to be shared and analyzed among other contributing public safety agencies. InterAct will provide the Contributing Agency with technical assistance for the submission of relevant data from their automated systems to the secure InterAct Data Center, if required by the Contributing Agency.
- E. The Contributing Agency retains sole ownership of and sole responsibility for the data it contributes, including but not limited to, the accuracy of the information. Receiving agencies will take no enforcement action without first verifying the current status of that data with the Contributing Agency.



- F. InterDEx is a law enforcement officer safety and crime analysis tool and is not an intelligence analysis tool. If an Intelligence Agency accesses InterDEx for analysis, that agency shall ensure that data remains law enforcement sensitive and will not insert classified data into InterDEx.
- G. Each party to this MOU agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by applicable state and federal laws. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable laws, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
- H. InterAct shall have the authority to inspect and audit the records and operation of the Contributing Agency to determine compliance with this MOU, InterDEx policy, procedures, and all applicable state and federal laws.
- I. InterAct reserves the right to immediately suspend service to the Contributing Agency if InterAct determines that this MOU or any applicable state or federal law, rule, or regulation has been violated by the Contributing Agency or an employee of the Contributing Agency. InterAct may reinstate the service upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations by the Contributing Agency and its employees.
- J. Either InterAct or the Contributing Agency may, upon seven (7) days written notice to the other party, discontinue service or participation in InterDEx. InterAct shall not be required to give notice prior to suspending services as stated in Paragraph I.
- K. The point of contact at InterAct for any questions regarding this MOU is InterAct's Legal Department which can be reached at legal@interact911.com
- L. The point of contact for InterDEx and this MOU for the Contributing Agency will be reported to the InterAct point of contact after execution of this MOU.

IN WITNESS WHEREOF, the parties have executed this MOU by the signatures of the duly authorized representative of each on the dates indicated. A photocopy or facsimile signature is as valid as the original. This MOU is effective upon the last signature date.

**COLOSSUS, INCORPORATED d/b/a
InterAct Public Safety Systems**

THE CONTRIBUTING AGENCY:

X

 Signature
 Cindy Williams

 Print Name
 General Counsel

 Title

 Date

 Signature

 Print Name

 Title

 Date

Please sign and return to INTERACT via fax 866.368.8602