

# **CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT**

**Between**

**THE LOS ANGELES POLICE DEPARTMENT**

**And**

**PREDPOL, INCORPORATED,  
A CALIFORNIA CORPORATION  
(Hereafter "Requestor")**

The undersigned hereby agree to the following as conditions to the receipt and utilization of data from the Los Angeles Police Department ("LAPD"), for the purposes of providing LAPD with a crime prediction software application called Predpol ("System"), a proactive policing application to deliver a crime prediction tool to assist with deploying agency resources effectively and efficiently.

## **1. Definitions**

"Protected Confidential Material" includes all written information, whether originals or copies, including but not limited to reports, documents, notes, interviews, electronically stored data, photographs, charts or any other information supplied by the LAPD to Requestor, and it is to be treated as non-public and protected from disclosure or dissemination, in accordance with the terms of this Agreement.

## **2. Treatment and Use of Protected Confidential Material.**

Requestor hereby agrees that all protected confidential materials to which it is given access shall remain the property of the City of Los Angeles ("City"). Such materials shall be used only for the proof of concept and shall not be used for any other purpose not described in this Agreement. Requestor agrees not to copy, disseminate, or allow access to any Protected Confidential Material.

Requestor shall maintain all Protected Confidential Material and summaries, synopses or abstracts thereof in strict confidence in perpetuity from the effective date of this Agreement, shall not disclose such protected confidential material to any third party without the prior written consent of the disclosing Party, and shall not use such material for its own benefit or for the benefit of any third party except for the proof of concept.

Requestor further agrees to secure any Protected Confidential Material received from the LAPD in such a way that unauthorized persons or entities cannot retrieve the information by any means, including but not limited to access via computer, remote terminal, or by any other electronic or non-electronic means.

Requestor acknowledges the confidential nature of the Protected Confidential Material supplied by the LAPD, and agrees that disclosure by Requestor or any individual or group of

individuals at the request or direction of anyone not directly in this Agreement is strictly prohibited.

Requestor further agrees to provide a copy of this Confidentiality and Nondisclosure Agreement to all Requestor employees who are assigned to this project and have access to LAPD protected confidential material.

### **3. Return of Protected Confidential Materials.**

Upon installation and full acceptance of the System, the LAPD may at its sole discretion, require Requestor to immediately return all Protected Confidential Materials in its possession or control, including any and all copies (whether electronic or non-electronic), to LAPD. Requestor hereby agrees that all Protected Confidential Material which it is given shall remain the property of the City of Los Angeles. Such property shall be used by Requestor only for the System and shall not be used for any other purpose not described in this Agreement.

If LAPD requires Requestor to return Protected Confidential Materials, Requestor shall certify in writing that it has returned to LAPD all originals and copies of the material provided under this Agreement. LAPD may also require that Requestor delete, remove, purge or otherwise destroy all Protected Confidential Materials provided to Requestor for delivery of the System.

### **4. LAPD Approval for Disseminating Proof of Concept Information.**

Notwithstanding any other provision of this Agreement, the LAPD retains sole authority to approve disseminating to individuals, agencies, organizations or entities not parties to this Agreement, specific information regarding the services, reports, Deliverables and other materials resulting from this Agreement. "Dissemination" as used in this section includes, but is not limited to printed and online public relations and advertising materials for Requestor's services or participation under this Agreement.

### **5. Monitoring of Compliance and Demand for Document Return.**

After giving a minimum of 10 days prior notice, the LAPD may, audit and review Requestor's program activities and policies to ensure compliance with the requirements and conditions of this Agreement. If the LAPD determines that the requirements and conditions of this Agreement are not being satisfactorily met, it may require the immediate return of all copies of the Protected Confidential Material obtained under this Agreement, take such action as deemed appropriate to protect the security and privacy of this material, and refuse any future requests for information or records from Requestor.

### **6. Protection of Personal Identifying Information.**

In order to protect the identities of any persons identified in records supplied to Requestor under this Agreement, Requestor agrees to:

A. Use the Protected Confidential Material furnished under this Agreement only for the Purpose described in this Agreement;

B. Replace the name and other personal identifiers with an alphanumeric or other appropriate code upon LAPD's request;

C. Restrict access of all data supplied by LAPD to those individuals whose responsibilities cannot be accomplished without such access; and

D. Secure all Protected Confidential Material received from LAPD.

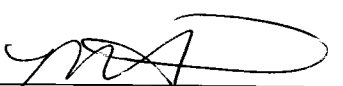
**7. Release from Liability.**

Requestor agrees that the City of Los Angeles, and any of its agents or employees, shall not be liable for any acts or omissions arising from the production of the Protected Confidential Material to Requestor or activities by Requestor related to this Agreement. Requestor shall indemnify and hold the City and its employees and officers harmless for any and all claims, lawsuits, causes of action, damages or costs incurred in any adjudication or settlement of claims, including attorney's fees and costs, which may arise from any alleged use or misuse of documents provided by the LAPD pursuant to this Agreement, or by any negligent or willful act or omission on the part of Requestor.

This Agreement will become effective upon signature of the parties.

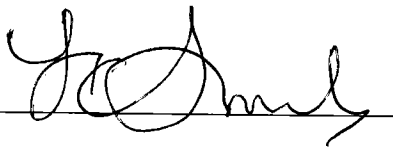
I/We hereby agree to all conditions and requirements set forth in this Agreement:

FOR THE LOS ANGELES  
POLICE DEPARTMENT

By:   
MAGGIE GOODRICH  
Chief Information Officer  
Commanding Officer  
Information Technology Bureau

Date: 4-23-14

FOR PREDPOL, INCORPORATED,  
A CALIFORNIA CORPORATION

By:   
Name: LARRY SAMUELS  
Title: CEO

Date: 4/12/14