North Carolina Department of Information Technology Services
Criminal Justice Law Enforcement Automated Data Services (CJLEADS)

License and Usage Agreement

CJLEADS Information System

Revision Effective Date July 1, 2014

North Carolina Department of Information Technology Services
4101 Mail Service Center
Raleigh, NC 27699-4101

This License and Usage Agreement of the Criminal Justice Law Enforcement Automated Data Service (CJLEADS) information system is made by and between _____, hereinafter referred to as "AGENCY," and the North Carolina Department of Information Technology Services (DIT) and any State Agency subsequently made responsible for the operations of the CJLEADS application, hereinafter referred to as "CJLEADS ADMINISTRATING ORGANIZATION."

The CJLEADS ADMINISTRATING ORGANIZATION is currently the North Carolina Office of Information Technology Services. This Licensing and Usage Agreement is binding upon the AGENCY and the current CJLEADS ADMINISTRATING ORGANIZATION or any State Agency subsequently assigned these responsibilities. Should management of the application transfer to an alternate state agency, notification of such change and update contact information will be provided to the AGENCY and the name of the new CJLEADS ADMINISTRATING ORGANIZATION will be deemed substituted in the Licensing and Usage Agreement.

I.   STATEMENT OF PURPOSE

This License and Usage Agreement sets forth the basic principles, policies and guidelines under which all parties will work together to allow access to CJLEADS information system. This Agreement is related solely to the CJLEADS and cannot be used for future efforts. This Agreement will serve as an enabling mechanism for coordination and cooperation.

II.   DEFINITIONS

A. Agreement - this License and Usage Agreement.

B. Authorized Access - the ability to perform authorized inquiries in CJLEADS for the administration of criminal justice activities, in adherence to all applicable federal and state rules and policies associated with the data included in CJLEADS granted by an AGENCY.

C. Authorized User - officials, employees, agents, contractors, and subcontractors of an AGENCY who have been appropriately vetted and trained and are subsequently granted access to CJLEADS under this agreement with the AGENCY.

D. NCID – The State of North Carolina's standard identity management and access service provided to state, local, business and citizens users of North Carolina information systems.

III.   PERFORMANCE

A. AGENCY AGREES THAT IT SHALL

1. Adhere to all applicable provisions of the "Policy for Access to the CJLEADS Information System," incorporated herein by reference.

2. Adhere to the CJLEADS ADMINISTRATING ORGANIZATION's Information Protection Policy as specified within the "Policy for Access to the CJLEADS Information System" and consult with designated CJLEADS ADMINISTRATING ORGANIZATION personnel regarding any issues related to these policies and procedures.

3. Observe all applicable federal and state laws and administrative rules for the use and protection of data provided under this Agreement.

4. Ensure that data from CJLEADS will be accessed only by authorized users and used and distributed for official purposes only. The AGENCY assumes full responsibility for the actions of its users.

   The AGENCY shall inform all authorized users that access to or use of the CJLEADS information system for any purpose outside the scope of those duties will result in disciplinary action up to and including termination as determined by the AGENCY, and civil and/or criminal liability. Failure to ensure appropriate access and use of the CJLEADS information system may result in the AGENCY's loss of access to CJLEADS.

5. Provide in writing to the CJLEADS ADMINISTRATING ORGANIZATION the names of primary and secondary points-of-contact. Initial points-of-contact must be provided in this Agreement. Subsequent changes to the points-of-contact may be communicated to the Chief Information Officer (CIO) of the CJLEADS ADMINISTRATING ORGANIZATION or his designee, as provided in "Correspondence and Notices," below.

6. Provide in writing to the CJLEADS ADMINISTRATING ORGANIZATION the name(s) of AGENCY personnel who will perform user administration function for AGENCY users. User administration function will consist of
   a. Attend User Administration training to understand user administration policies and procedures
   b. Establish the agency as an NCID organizational entity
   c. Request NCID administrator rights for the NCID organization entity
   d. Establish and manage agency users of the CJLEADS information system
   e. Reset passwords/unlock accounts for agency users
   f. Terminate users as required by the "Licensing and Usage Agreement"
   g. Maintain current site administrator contact information with CJLEADS Business Operations

7. Immediately terminate an individual's authorized access upon termination of employment or a contract or subcontract authorizing access and notify CJLEADS ADMINISTRATING ORGANIZATION in writing within eight (8) hours of the termination of authorized access.

8. Complete a quarterly review of AGENCY users of the CJLEADS information system to include:
   a. Review and confirm all AGENCY CJLEADS user ids
   b. Verify all active AGENCY CJLEADS ids represent current AGENCY personnel authorized for access to CJLEADS application and data
   c. Review and confirm all CJLEADS access has been eliminated for any personnel no longer employed by the AGENCY or no longer authorized of use of CJLEADS
   d. Provide written notification of completed review to CJLEADS Business Operations

9. Provide in writing to the CJLEADS ADMINISTRATING ORGANIZATION the name(s) of AGENCY personnel designated to assist in CJLEADS information system training for AGENCY users and who will
   a. Attend "Train the Trainer" session to understand the training curriculum and requirements for the CJLEADS information system
   b. Provide in-house training to AGENCY personnel requesting access to the CJLEADS information system in accordance with the requirements of the CJLEADS ADMINISTRATING ORGANIZATION
   c. Ensure all users requesting access to CJLEADS attend training prior to accessing the CJLEADS information system
   d. Notify CJLEADS ADMINISTRATING ORGANIZATION of all AGENCY end users who are scheduled for and have completed training

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10. Allow audit of the CJLEADS information system usage of the AGENCY or its officials, employees, agents, contractors or subcontractors by the CJLEADS ADMINISTRATING ORGANIZATION or other state or federal authorities to determine compliance with this Licensing and Usage Agreement.

B. CJLEADS ADMINISTRATING ORGANIZATION AGREES THAT IT SHALL

1. Allow AGENCY access to the CJLEADS information system data and functionality, as defined in the Policy for Access to the CJLEADS Information System, for authorized criminal justice organizations.

2. Provide training to ensure AGENCY user administration resources have knowledge of user administration policies and procedures and user administration tools for NCID and CJLEADS.

3. Provide training to ensure AGENCY authorized users have knowledge of the authorized use of the data for the administration of criminal justice activities and the available functionality of the application.

4. Provide written user guidelines for access to and use of the CJLEADS information system.

5. Provide adequate 24x7 Help Desk Support for CJLEADS AGENCY user administrators and end users. Provide contact information and procedures for requesting administration or application support services.

6. Provide timely communications regarding CJLEADS information system modifications, enhancements or new releases.

7. Capture and store system usage and query information for auditing purposes and provide usage reports for AGENCY user and administrator review.

IV. **CHARGES AND EQUIPMENT**

    A. Ongoing Connectivity Charge: There will be no charge for on-going connectivity

    B. Equipment and Software: The AGENCY agrees to be responsible for providing and maintaining computers (e.g. desktop, laptop, tablet) or mobile communications devices (e.g. tablet, smartphone, etc.). The AGENCY agrees to ensure that agency issued computers or mobile communications devices meet the minimum requirements for CJLEADS access as provided in AGENCY on-boarding process. The agency is responsible for its guidelines governing the use of personally owned mobile communications devices in for work purposes. The AGENCY agrees to assume any risk to its or a user's computer, software or data being damaged by any virus, software, or any other file which might be transmitted or activated via the CJLEADS information system.

V. **MODIFICATION AND TERMINATION**

    A. This Agreement may be modified only by a written agreement between the parties unless otherwise provided in this Agreement or in the "Policy for Access to the CJLEADS Information System."

    B. Any change in the specific scope and/or terms of the performances of the parties hereto without prior written approval will constitute grounds for the termination of this Agreement.

    C. Either party may, with or without cause, terminate this Agreement by giving a thirty (30) day written notice of its intent to do so.

VI. **LIMITS OF THIS AGREEMENT**

    A. The CJLEADS ADMINISTRATING ORGANIZATION reserves the right, at its sole discretion, to alter operating hours, applications, software and related services, or network services, including access to data, application screen and/or display changes, at any time and without prior notice.

    B. The CJLEADS ADMINISTRATING ORGANIZATION provides no warranties, express or implied, that the information or data accessed is accurate, correct, properly correlated and/or integrated or complete.

    C. The CJLEADS ADMINISTRATING ORGANIZATION provides no other warranties of any kind or nature, express or implied, in connection with this service.

    D. The CJLEADS ADMINISTRATING ORGANIZATION, its officials, employees, agents and contractors or subcontractors shall not be liable for any demand or claim, regardless of form of action, for any damages of any kind, including special, indirect, consequential or incidental damages, arising out of the use of the CJLEADS information system or its information or arising from causes beyond the control and without the fault or negligence of the CJLEADS ADMINISTRATING ORGANIZATION and if at fault, then only to the extent of the State Tort Claims Act, Article 31 of Chapter 143 of the General Statutes.

    E. The CJLEADS ADMINISTRATING ORGANIZATION or its officials, employees, agents contractors or subcontractors shall not be liable for any demand or claim, regardless of form of action, for any damages arising from incorrect or incomplete information or data, including inaccurate integration or compilation of information or data accessed from this service. It is expressly understood by the parties that it is the AGENCY'S responsibility to verify information or data obtained through this Agreement with the official information reposing at the court of record.

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F. The CJLEADS ADMINISTRATING ORGANIZATION or its officials, employees, agents contractors or subcontractors shall not be liable for any demand or claim, regardless of form of action, for any damages of any kind, including special, indirect, consequential or incidental damages, arising out of the improper or incorrect use of the information or data provided by the CJLEADS information system and assumes no responsibility for anyone's use or alteration of the information or data provided by the CJLEADS information system.

VII.   CORRESPONDENCE AND NOTICES

Mail to the AGENCY must be sent to:

All signed License and Usage Agreements and all other correspondence related to the CJLEADS information system must be mailed to the following:

North Carolina Department of Information Technology Services
Attn: CJLEADS
4101 Mail Service Center
Raleigh, NC 27699-4101

Inquiries regarding Licensing Agreements and may be directed to the CJLEADS Business Operation team at (919) 754-6950 or cjleads@nc.gov.

Each party must notify the other of any address changes in writing.

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VIII.   AGENCY CONTACT INFORMATION

The **primary** and **secondary** points-of-contact for AGENCY are the following:

	Primary Contact	**Secondary Contact**
Name		
Title		
Address Line 1		
Address Line 2		
City, State and Zip		
Phone		
Fax		
Email Address		

The **user administration** and **training** points-of-contact for AGENCY are the following:

	User Administration Contact	**Training Contact**
Name		
Title		
Address Line 1		
Address Line 2		
City, State and Zip		
Phone		
Fax		
Email Address		

☐ Check here if a list of additional personnel to provide user administration and/or training is attached to this Agreement.

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The **technical** points-of-contact for AGENCY are the following:

	Technical Contact	**Technical Contact**
Name		
Title		
Address Line 1		
Address Line 2		
City, State and Zip		
Phone		
Fax		
Email Address		

☐ Check here if a list of additional personnel to provide technical support is attached to this Agreement.

IX. AGENCY SUBDIVISIONS

Unless specified in this section, this Agreement shall apply to any of AGENCY's subdivisions, departments, subordinate agencies, and contractors.

AGENCY Subdivision exceptions to this Agreement:

_____

_____

_____

_____

_____

X. ADDITIONAL AGENCY INFORMATION

Total number of user in the agency: _____
Available training facility?   _____
Open to hosting training for other agencies? _____

XI. TRAIN THE TRAINER PROGRAM   _____ Initial

Our agency is interested in participating in the "Train the Trainer" program established by the CJLEADS ADMINISTRATING ORGANIZATION.   We understand that failure to comply with the policies and procedures of the "Train the Trainer" program can result in the revocation of the AGENCY participation in said program.

☐ Check here if AGENCY is interested in participating in the "Train the Trainer" program.

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XII. SIGNATURES

Note: The undersigned hereby states that he or she has the legal authority to bind AGENCY contractually, is an appropriate signatory authority as defined in the "Policy for Access to the CJLEADS Information System," and agrees to all of the terms of this Agreement and those incorporated by reference.

Typed or printed NAME of AGENCY signatory authority	TITLE of AGENCY signatory authority
SIGNATURE of AGENCY signatory authority	Date
John Correllus, Director of GDAC	Date
BY DIT Signature Authority	Date

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