State of New Hampshire

DEPARTMENT OF SAFETY
JAMES H. HAYES BLDG. 33 HAZEN DR.
CONCORD, N.H. 03305
(603) 271-2791

ROBERT L. QUINN
COMMISSIONER OF
SAFETY

August 3, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Safety, Division of State Police, to enter into a no-cost Non-Disclosure Agreement (NDA) with Crimestar Corp. to facilitate Recipient testing of J-One application interface services. Effective upon Governor and Council approval.

EXPLANATION

This NDA is to facilitate Recipient testing of J-One application interface services. The J-One program supports the ability of criminal justice community partners to connect to the State secure communications network to submit and manage criminal complaints, motor vehicle citations, and crash reports. J-One acceptance testing shall be performed by the Recipient in the J-One User Acceptance Test (UAT) environment and is required by the New Hampshire Department of Safety prior to launching J-One application services on behalf of a Law Enforcement Agency into the J-One production environment.

Respectfully submitted,

Robert L. Quinn
Commissioner of Safety

NON-DISCLOSURE AGREEMENT
J-ONE APPLICATION INTERFACE SERVICES

This Non-Disclosure Agreement (the "Agreement") is made and entered into effective as of ___July_____ _1___, 2021 (the "Effective Date") by and between The State of New Hampshire ("State"), Department of Safety and ___Crimestar Corp._____ , a ___California___ corporation whose principal mailing address is ___PO Box 6100, Santa Barbara, CA 93160____ ("Recipient").

The purpose of this Agreement is to facilitate Recipient testing of J-One application interface services. The J-One program supports the ability of criminal justice community partners to connect to the State secure communications network to submit and manage criminal complaints, motor vehicle citations, and crash reports. J-One acceptance testing shall be performed by the Recipient in the J-One User Acceptance Test (UAT) environment and is required by the New Hampshire Department of Safety prior to launching J-One application services on behalf of a Law Enforcement Agency into the J-One production environment.

1. <u>Definition of Confidential Information</u>. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and includes technical information, including patent, copyright, trade secret, and other proprietary information, techniques, location, addresses, sketches, drawings/floor plans, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the State and Recipient, as applicable.

2. <u>Acknowledgement and Proprietary Rights</u>. Recipient acknowledges that all Confidential Information provided to Recipient under this agreement is owned exclusively by the State. The State shall provide Recipient with access to this Confidential Information pursuant to this Agreement. The Recipient is authorized to use this Confidential Information solely for the Purpose defined herein.

3. <u>Nondisclosure and Nonuse Obligations</u>. Recipient will maintain in confidence and will not disclose, disseminate or use any Confidential Information belonging to the State, whether or not in written form. Recipient understands and agrees: (a) all Confidential Information provided by the State under this Agreement is confidential and proprietary information; (b) to maintain the Confidential Information in strict confidence; (c) not to disclose, duplicate, or otherwise reproduce, directly or indirectly the Confidential Information in whole or in part, or any materials relating thereto; and (d) not to use the Confidential Information except as set forth in this Agreement. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees having access to the Confidential Information shall refrain from any disclosure, duplication or reproduction of the Confidential Information. Recipient agrees to bind and obtain the signature of all persons with access to the Confidential Information to this Agreement, prior to disclosure.

4. <u>No Commercial Use</u>. Recipient agrees that it shall not attempt to commercially exploit the Confidential Information in any manner and that it shall not disassemble, decompile, or otherwise reverse engineer the Confidential Information.

5. <u>Term and Termination</u>. . This Agreement shall continue for so long as the Recipient maintains the Confidential Information. This Agreement shall terminate upon the earlier of the (a) Completion of the Recipient's activities or (b) upon thirty (30) days' notice by either party. Upon Termination for any reason, of this Agreement, Recipient agrees that all Confidential Information that it has received under this Agreement will be destroyed, deleted or rendered unreadable and unusable via a method deemed commonly acceptable according to industry standards. Upon the State's request, Recipient shall certify to the State that all Confidential Information in its possess or control has been destroyed as per this Agreement. Recipient understands that its obligations under Paragraph 3 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties.

6. <u>Governing Law</u>. This Agreement shall be governed, interpreted and construed in all respects in accordance with the laws of the State of New Hampshire including RSA 91-A; and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any actions arising out of this Agreement shall be brought and maintained in the New Hampshire Superior Court, which shall have exclusive jurisdiction thereof.

7. <u>Injunctive Relief</u>. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage for which there will be no adequate remedy at law, and the State shall be entitled to injunctive

relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
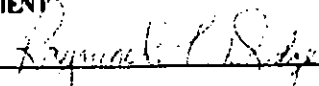
8   Entire Agreement. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, effective as of the Effective Date.

STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY		RECIPIENT	
By:		By:	
Name:	Steven R. Lavoie	Name:	Raymond T. Dodge
Title:	Director of Administration	Title:	Programmer/Developer
Date:	8/3/21	Date:	July 1, 2021

CrimeStar ®

July 19, 2021

State of New Hampshire
Department of Safety

RE: J-One project

To whom it may concern;

Raymond Dodge, will be serving as Crimestar's lead software developer on the Crimestar Records Management System for the purposes of developing the needed interface to the New Hampshire J-One project for our New Hampshire customers. As such Raymond will be in need of any and all related documentation and specifications required to understand and perform the system required programming. To the extent that any Non-Disclosure Agreement(s) are needed Raymond has complete authority to represent our company for the purposes of the New Hampshire J-One project.

Respectfully,

Alec Gagne, President
Crimestar Corporation
Santa Barbara, California