



POLICE DEPARTMENT

**Office of the Assistant Commissioner
Contract Administration Unit
90 Church Street, Room 1206
New York, NY 10007
Tel. No. 646-610-5753**

September 24, 2015

**Mr. Jerry Kane, Account Executive
Predpol, Inc.
2801 Mission Street, #2803
Santa Cruz, CA 95060**

**RE: PIN 0561500001005:
Demonstration Project for
Predictive Forecasting of Crime**

Dear Mr. Kane:

The New York City Police Department (NYPD) has received several expressions of interest regarding a notice placed in the City Record on June 29, 2015, in which the NYPD notified the public of its intent to move forward with a demonstration project for Predictive Forecasting of Crime (the project).

Your company expressed interest in participating in this demonstration project. In order to evaluate potential solutions, the NYPD is conducting an evaluation. This evaluation will consist of testing your company's solution of predictive forecasting of crime utilizing a data set provided by the NYPD. The evaluation will run for a period of between 30-90 days.

If your company is interested in participating in this evaluation, there are three conditions to which you must agree:

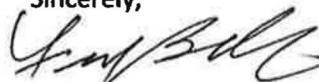
- 1) The demonstration evaluation must be free of charge to the NYPD. Furthermore, participating in this evaluation does not guarantee a future contract with the NYPD. However, the evaluation will assist the NYPD in determining which solution(s) it wishes to move forward with a contract award.
- 2) Since sensitive crime related data will be utilized during the evaluation period, your company must agree to the attached business and individual non-disclosure agreements (NDAs). In addition, the terms of the attached NDAs are not negotiable.
- 3) To provide the NYPD with a list of all required data elements that your company will need in order to conduct the Predictive Forecasting of Crime demonstration project.

Once we receive your acknowledgment of the above three conditions, we will forward to you a questionnaire for you to complete along with further details about the evaluation process.

If your company is interested in participating, please sign the acknowledgement below, complete the attached NDA's – one for your business and one for each of the individuals in your company (or subcontractors) that will be involved in the evaluation of your company's solution, and provide a list of the required data elements.

If you have any questions, or require additional information, please contact both frank.bello@nypd.org and claudia.castro@nypd.org. Please respond by **2:00 PM on October 1, 2015** to this request, also by email, followed by originals through express mail. If you require more time, please let us know.

Sincerely,

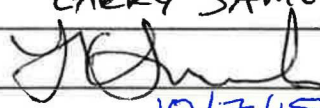


Frank Bello
Assistant Commissioner, Contract
Administration

Vendor's Acknowledgment of Terms

I hereby acknowledge and agree to the terms of this request made by the NYPD. I also agree to the three required conditions for participating in the evaluation. I have attached all applicable Non-Disclosure Agreements and I have attached the data elements that we will need to participate.

Predpol, Inc.

Authorized Company Representative (Print Name)	LARRY SAMUELS
Authorized Company Representative (Signature)	
Date Signed	10/7/15
Telephone #	[REDACTED]
Email address	larry@predpol.com

CAU# 116-0310



THE PREDICTIVE POLICING COMPANY.™

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, NY 10007

Date: 10/07/15

RE: PIN 0561500001005

Dear Mr. Bello:

My Company is interested in providing a possible Predictive Forecasting of Crime Solution to the NYPD (the Project). We understand our responsibility to keep all information and materials received in connection with this project strictly confidential.

As a term and condition of the project, our organization agrees that:

1. The information and data that the NYPD provides our organization with, or allows our organization access to, or our organization obtains is sensitive and critical to law enforcement operations. All such information shall be considered Confidential.
2. The existence of the Project is strictly confidential.
3. All information pertaining to the Project is strictly confidential.
4. Our company will not at any time disclose, permit the disclosure of, release, disseminate, or transfer confidential information to any person unless: i) an authorized representative of the NYPD has given express written consent; or ii) the person has signed an NYPD Non-Disclosure Agreement or iii) the person is or may be directly involved in the work performed. The company shall be responsible for a breach of confidentiality by any person that it discloses confidential information to. The term "person" will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.
5. In the event that we or any of our representatives become legally compelled to disclose any of the materials or information that we receive during the procurement process, we shall provide the NYPD with prompt notice of such requirement so that the NYPD may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained we agree to furnish only that portion of the evaluation material which we are advised by counsel is legally required.
6. As an Authorized Company Representative, I shall be the person responsible for controlling access to all confidential information relating to this Agreement.

I understand that the terms of this Non-Disclosure Agreement may only be modified by express written permission of an authorized representative of the New York City Police Department. This Non-Disclosure Agreement shall survive the completion of the procurement process and the term of the Agreement if our company is awarded the contract. The Non-Disclosure Agreement shall also survive if our company is not awarded the contract. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

PredPol, Inc.

 Name of Company or Organization

 Signature of Authorized Representative

Larry Samuels, CEO

 Print Name & Title of Authorized Representative

 08 7, 20 15

 Date Signed

Tax ID # 45-4505598



2801 Mission Street #2803
Santa Cruz, CA 95060
Santa Cruz, CA 95062

P: 831.331.4550
F: 831.331.4551
www.predpol.com

Date: 01-11-16

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

RE: Non-Disclosure Agreement—INDIVIDUAL Non-Disclosure Agreement PIN 0561500001005
Dear Mr. Bello:

I am one of the persons in my organization that will be given access to the work performed under the above referenced Agreement and its contents relating to a possible Predictive Forecasting of Crime Solution project (the project) for the NYPD. Unless I receive express written permission from an authorized representative from the New York City Police Department to vary the terms of the Agreement, I hereby agree to the following:

I understand and agree that:

1. This Non-Disclosure Agreement shall survive the completion of the project (if any) between the NYPD and the Contractor to provide the services or goods identified/described above (hereinafter referred to as "the Contract").
2. This Non-Disclosure Agreement shall apply even if the Contractor, or its subcontractors defaults or if the Contract is otherwise terminated or is not awarded this Contract.
3. This Non-Disclosure Agreement shall apply even if I leave the employment of the Contractor, or its subcontractors or suppliers.
4. I will not at any time disclose, permit the disclosure of, release, disseminate, or transfer confidential information to any person unless: i) an authorized representative of the NYPD has given express written consent; or ii) the person has signed an NYPD Non-Disclosure Agreement, and is or may be directly involved in the work performed. The term "person" will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.
5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

PredPol Inc.
Name of Company or Organization

Signature of Authorized Individual

Soc. Sec. # XXX-XXX-XXXX

Telephone # 408-444-XXXX

P. Jeffrey Brantingham
Print Name & Title of Authorized Individual

Jan 11, 2016
Date Signed

Email Address: jeff@predpol.com



THE PREDICTIVE POLICING COMPANY.™

Date: 1/7/2016

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

RE: Non-Disclosure Agreement—
INDIVIDUAL Non-Disclosure
Agreement PIN 0561500001005

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5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

PredPol
Name of Company or Organization

Randy Smith, Sales Account Executive
Print Name & Title of Authorized Individual

[Signature]
Signature of Authorized Individual

1/7, 2016
Date Signed

Soc. Sec. # XXX-XXXX- [Redacted]

Telephone # [Redacted] Email Address: Randy@PredPol.com



THE PREDICTIVE POLICING COMPANY.™

PredPol
Data Elements Required to Participate in NYPD Trial

PredPol requires the following data elements in order to participate in the NYPD “Demonstration Project for Predictive Forecasting of Crime” (PIN 0561500001005). These data elements are normally stored in a department’s records management system (RMS).

1. Type of crime. This can be defined by an internal code (e.g. 140.30) or a description (BURGLARY,RESIDENCE). If only internal codes are provided for crime types then a translation of these codes to crime descriptions will be required. Crime types relating to sexual offenses or crimes against minors should be excluded.
2. Date/time of crime. This can be provided in the form of two separate fields, one for crime start date/time and one for crime stop date/time.
3. Location of crime. This is ideally provided in the form of latitude/longitude coordinates; alternatively, we can work with the New York State Plane coordinate system.

For each of these data elements, we would like to have at least three years of data.

This data will be subject to the organization and individual NDAs signed by PredPol and its employees and/or contractors.

A handwritten signature in black ink, appearing to read "Larry Samuels", written over a horizontal line.

Larry Samuels, CEO

A handwritten date "Oct 7, 2015" in black ink, written over a horizontal line.

Date



Date: 1/7/2016

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

RE: Non-Disclosure Agreement—
INDIVIDUAL Non-Disclosure
Agreement PIN 0561500001005

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4. I will not at any time disclose, permit the disclosure of, release, disseminate, or transfer confidential information to any person unless: i) an authorized representative of the NYPD has given express written consent; or ii) the person has signed an NYPD Non-Disclosure Agreement, and is or may be directly involved in the work performed. The term "person" will be interpreted broadly to include, without limitation, any corporation, company, partnership or individual.
5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

PredPol
Name of Company or Organization

Randy Smith, Sales Account Executive
Print Name & Title of Authorized Individual

[Signature]
Signature of Authorized Individual

1/7, 2016
Date Signed

Soc. Sec. # XXX-XXXX- [Redacted]

Telephone # [Redacted]

Email Address: Randy@PredPol.com





THE PREDICTIVE POLICING COMPANY.™

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

Date: 10/07/15

RE: Non-Disclosure Agreement—
INDIVIDUAL Non-Disclosure Agreement
PIN 0561500001005

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5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

PredPol Inc
Name of Company or Organization

DENIS HASKIN, SR. SOFTWARE DEV
Print Name & Title of Authorized Individual

[Signature]
Signature of Authorized Individual

10/7, 2015
Date Signed

Soc. Sec. # XXX-XXXX [Redacted]

Telephone # [Redacted]

Email Address: DENIS@PREDPOL.COM



THE PREDICTIVE POLICING COMPANY.™

Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007

Date: 10/07/15

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5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

Predpol Inc

Name of Company or Organization

Jason Dougherty software eng.

Print Name & Title of Authorized Individual

[Signature]

Signature of Authorized Individual

Oct 7, 20 15

Date Signed

Soc. Sec. # XXX-XXXX-XXXX

Telephone # [Redacted]

Email Address: jason@predpol.com



PREDPOL®

THE PREDICTIVE POLICING COMPANY.™

**Frank Bello, Assistant Commissioner
NYPD - Contract Administration Unit
90 Church Street, RM 1206
New York, New York 10007**

Date: 10/07/15

**RE: Non-Disclosure Agreement—
INDIVIDUAL Non-Disclosure Agreement
PIN 0561500001005**

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5. I understand that the NYPD will pursue, to the full and permissible extent of the law, criminal prosecution and/or civil action for failure to comply with the terms of this Non-Disclosure Agreement.

Predpol
Name of Company or Organization

James Bancroft, Senior Software Developer
Print Name & Title of Authorized Individual

James Bancroft
Signature of Authorized Individual

October 8, 20 15
Date Signed

Soc. Sec. # XXX-XXX [REDACTED]

Telephone # _____

Email Address: jim@predpol.com

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road


Clarksburg, West Virginia 26306

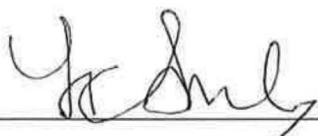
**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Larry Samuels  12/01/15
Printed Name/Signature of Contractor Employee Date

Larry Samuels  12/01/15
Printed Name/Signature of Contractor Representative Date

PredPol, Inc Larry Samuels- CEO
Organization and Title of Contractor Representative

NEW YORK CITY POLICE DEPARTMENT
DEMONSTRATION PROJECT FOR PREDICTIVE FORECASTING OF CRIME
45-90 Day Trial

SECURITY CONTROL CERTIFICATION:

My Company is interested in participating in the "no cost" 45-90 day trial to evaluate our Predictive Policing Model for the Predictive Forecasting of Crime Solution to the NYPD (the Project).

As terms and conditions of the project, our organization agrees:

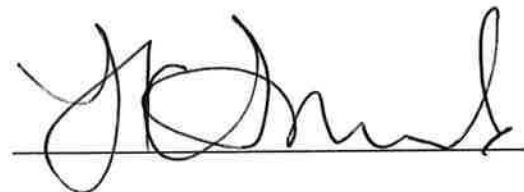
- All information and data provided by the NYPD to our organization will be encrypted while in transit and at rest. This security control will be in place by **Wednesday, February 17th, 2016**, at which point the NYPD will provide the data necessary for the project. NYPD data will not be provided unless the requirement has been met.

Larry Samuels

February 16, 2016

Printed Name

Date



February 16, 2016

Printed Name/Signature of Contractor Representative

Date

CEO, PredPol Inc.

February 16, 2016

Organization and Title of Contractor Representative

Date