

Memorandum of Understanding Between Insurance Services Office, Inc

and

City of Doral

This Memorandum of Understanding (this "Memorandum") is made this 21st day of November 2011, by the Insurance Services Office Inc, ("ISO") on behalf of its CargoNet division with its principle place of business at 545 Washington Blvd., Jersey City, NJ 07310 and City of Doral, FL ("Agency").

Whereas the theft of goods in transit and storage ("Cargo") is a major economic burden on the US economy and provides funding for criminal activities; and

Whereas stolen Cargo is often moved outside of the jurisdiction in which the theft occurred; and

Whereas through its CargoNet division, ISO has designed and built the CargoNet[®] database, a national database of Cargo thefts to support law enforcement investigations into Cargo crime (the "CargoNet Database"); and

Whereas, Agency desires to report Cargo thefts in its jurisdiction to the CargoNet Database and to have access to the database to support Cargo theft investigations.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties contained herein, ISO and Agency agree to the following:

1. Agency will provide information to CargoNet in a timely manner relating to the theft of Cargo and related vehicle thefts ("Agency Data").
2. ISO will quality control and store the Agency Data on a secure server controlled by ISO and will provide Agency with online, password protected non-exclusive access to the Agency Data together with Cargo-theft data reported by other agencies and theft victims ("CargoNet Data") together with analytical tools and documentation provided by ISO to support Cargo investigations ("CargoNet Tools" and together with the CargoNet Data, the "CargoNet Product"). Agency shall use the CargoNet Product solely for purposes of supporting its Cargo- and related-vehicle- theft investigations (the "Authorized Purpose").
3. Agency acknowledges and agrees that ISO may incorporate the Agency Data into the CargoNet Database and use, copy, modify, translate and analyze the Agency Data and distribute such Agency Data in whole or in part to law enforcement agencies and the National Insurance Crime Bureau for purposes of supporting Cargo and related-vehicle- theft investigations and enhancing cross-jurisdictional coordination of investigations .
4. Agency shall maintain the confidentiality of the CargoNet Product and shall not use or disclose the CargoNet Product except as may be necessary for the Authorized Purpose or as required by law. To the extent any such disclosure is necessary, Agency shall use reasonable commercial means to require the confidential treatment of the CargoNet Product disclosed. Agency may

not provide the CargoNet Product to a consultant, including for the preparation of an analysis or interpretation for Agency, without the express written consent of ISO. Agency may show the relevant CargoNet Product, but not provide copies thereof, to any law enforcement agency or agencies with which Agency is conducting a joint investigation of the Cargo to which the CargoNet Product relates, provided that such law enforcement agency agree to maintain the confidentiality of such information. Agency shall not reverse engineer, decompile or disassemble the CargoNet Product. Agency shall not act as a service bureau or application service provider (ASP) that allows third-party access to CargoNet Product. Agency shall not remove or obscure any ISO or its licensors' patent, copyright, trademark, or proprietary rights notices contained in or affixed to the CargoNet Product.

5. While ISO will undertake reasonable steps to ensure the accuracy of CargoNet Data, ISO cannot guarantee its accuracy. ACCORDINGLY, ALL CARGONET DATA IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND.
6. ISO agrees to make its staff of analysts available to Agency to support Agency's Cargo-theft investigations.
7. Statistical data based on the Agency Data and the other CargoNet Data will be made available to qualified industry representatives to support crime prevention activities but individual case data will be not be made available to such industry representatives unless such representative is, or is acting on behalf of, the theft victim or title holder of the Cargo to which such data relates.
8. Both Agency and ISO will obtain permission from the other party prior to any public announcement regarding this Memorandum.
9. Agency agrees that the CargoNet Product is valuable property of ISO and that ISO shall continue to own the CargoNet Product, as well as any copyright, trade secret, or any other intellectual property right related to the CargoNet Product, and shall have the exclusive right to sell, trade, loan, copy, disclose, distribute, transfer, or otherwise make available the CargoNet Product to others.
10. ISO will not charge a fee to Agency for the services described above.
11. Agency may carry out an audit of ISO's data center and procedures at the expense of agency, subject to execution of a form of confidentiality agreement provided by ISO and adherence to published security policies of ISO, and upon no less than fifteen days' written notice to ISO.
12. Neither ISO nor Agency will have any liability to each other, and each of ISO and Agency hereby releases the other party, for acts or omission relating to the activities described in this Memorandum.
13. This Memorandum shall be governed by the laws of the State of Florida without regard to its principles of conflict of laws.

14. This Memorandum shall commence as of the first date set forth above and shall continue in force for one year. This Memorandum shall renew for additional one year terms unless either party notifies the other party of its intent not to renew at least thirty days prior to the expiration of the current term. Agency may cancel this Memorandum without cause upon no less than sixty days written notice to ISO. Either party shall have the right to terminate this contract in the event that the other Party fails to perform its obligations under, or is in breach of, any of the above provisions, and the matter remains unsettled and uncured for thirty days thereafter.

Insurance Services Office, Inc.

On its behalf and on behalf of its
CargoNet division

By: _____
Name: J. Sullivan Forgy
Title: President
Date: Dec 12, 2011

Agency

By: _____
Name: Ricardo Gomez
Title: Chief of Police
Date: 21 Nov 2011

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

[Signature]
City Attorney

Jose M. Jimenez
Print Name