

Internet Crimes Against Children Data Network Access and Use Agreement

The Office of Juvenile Justice and Delinquency Prevention, Child Protection Division through the Internet Crimes against Children Task Force Program, the ICAC Training and Technical Assistance Program and the IDN Advisory Committee regulate the operation of the ICAC Data Network (IDN), as defined in Addendum A attached hereto and all subsequent amendments. The IDN is maintained and supported by the Wyoming Division of Criminal Investigation and ICAC Training and Technical Assistance to meet the information needs of the ICAC Task Force Program.

All information contained in the IDN shall be considered the property of the submitting agency and shall not be accessed, used or disseminated except as provided in this Agreement.

This document and any addendums may be modified or revised at any time by the IDN Advisory Committee with the approval of the ICAC Executive Committee and the Associate Administrator for Child Protection Division, hereinafter "OJJDP".

User authorization may be denied or revoked at any time for failing to comply with the terms of this agreement or for any reason deemed legitimate by the IDN Advisory Committee or OJJDP. A request to review a denial or a revocation must be submitted in writing to the ICAC Executive Committee Chair. The decision of the ICAC Executive Committee in consultation with IDN Advisory Committee and OJJDP shall be final.

I. Authorized Users

In order to access and participate in any part of the IDN, each user must meet the terms and conditions listed below and follow the established procedure for obtaining these tools:

1. A user must be an active member of a law enforcement, prosecutorial, criminal justice, OJJDP or other agency or organization approved by the IDN Advisory Committee or OJJDP.
2. A user must be in good standing with their agency or organization and authorized to investigate or assist in ICAC or child exploitation matters.
3. Each user must also meet one of the following criteria:
 - a.) Be a member of an ICAC Task Force or an affiliate agency, with the authorization of the ICAC Task Force Commander for their geographical area; or
 - b.) Have received training in the use of the IDN or one of its components from the Wyoming ICAC Task Force or other instructor authorized by the ICAC Training and Technical Assistance Program; or
 - c.) Have received training in the use of the IDN or one of its components from an international instructor authorized by the ICAC Training and Technical Assistance Program; or
 - d.) Be an employee of a Federal agency with the approval of their supervisor to

participate in the IDN;¹ or

e.) Have the approval of the IDN Advisory Committee or OJJDP.

4. An authorized user, who for any reason no longer meets the criteria set forth in paragraphs 1, 2 & 3 above, shall immediately cease access to and use of the IDN and notify the system operators.

II. Conditions of Use

Use of the IDN will be deemed acceptance of the following terms and conditions of use:

1. Use or access of the IDN, authorized or unauthorized, constitutes consent to the monitoring and logging of system activity and content by authorized system administrators. Evidence of any unauthorized and/or inappropriate use may be used for administrative, criminal, or other adverse action.
2. Users agree that usernames, passwords and/or license numbers associated with any component of the IDN will be held as confidential and not disclosed or shared. Users further agree to immediately notify the system operators if users suspect this information has been compromised.
3. Users are responsible for ensuring the accuracy and relevancy of information they contribute to the IDN and must immediately delete, correct or cause to be corrected any information determined to be inaccurate, unfounded or irrelevant.
4. Unless otherwise specified in Addendum A, no direct enforcement action, including arrests or searches, should be solely based on information contained in the IDN and reference to the IDN or any of its tools should be minimized in legal process. Except as set forth in Addendum A, all data in the IDN must be verified with the source agency prior to use in any enforcement actions.
5. Users will not sell or otherwise secure a personal benefit through the use of any information first secured from the IDN.
6. The IDN is a law enforcement tool and the IDN and its components should be considered "Law Enforcement Sensitive". As such, existence of the IDN or any of its components shall not be disclosed to the public without express permission of the IDN Advisory Committee or OJJDP, or pursuant to an order issued by a court of competent jurisdiction.
7. The IDN and all of its components are considered "Confidential", and as such, no reference to them may be included in any media releases without the express permission of the IDN Advisory Committee or OJJDP.
8. Users assume an obligation to contribute information.
9. Users located in the United States must adhere to the ICAC Investigative Standards. These Investigative Standards are attached hereto and incorporated herein by reference.

¹ State and local law enforcement agencies affiliated with Federal agencies investigating child exploitation must have a valid written agreement with an ICAC Task Force to access the IDN. Cross designated state and local law enforcement officers are not considered Federal employees under this agreement.

10. Users must register for the IDN or any component in accordance with guidelines established by the IDN Advisory Committee as implemented by the ICAC Training and Technical Assistance Program.

11. Users must maintain an adequate level of training and proficiency in all tools, applications and services.

12. The IDN may contain sensitive, proprietary or copyrighted data which is not authorized for general or public dissemination. When practical, any such material must be marked as such at the time of submission. Any dissemination or use of these materials requires the prior consent of the owner.

13. The system operators may delete any item found to be inaccurate, unfounded, irrelevant, inappropriate, outdated or offensive. Unless otherwise specifically addressed in Addendum A, when practical, notice of such deletions will be made to the user who provided the data, the regional ICAC Task Force Commander, and the IDN Advisory Committee.

14. If an authorized user changes agencies, the user shall immediately notify system operators.

III. Representations/Warranties

OJJDP, the ICAC Task Force Program, the State of Wyoming, ICAC Technical Assistance and Training Program or any party associated with this project make no representations regarding the completeness or accuracy of information contained in the IDN.

The IDN and its contents are provided "as is". The system operators, regulators and owners make no representation or warranties regarding the system. They do not represent that the IDN will serve without interruption, defects will be corrected, or servers or their contents are free of malware or that information contained therein is accurate.

The user understands that OJJDP, the ICAC Task Force Program, the State of Wyoming and the ICAC Technical Assistance and Training Program shall not assume liability for damages arising from the use or misuse of the IDN, any component thereof or any information contained therein.

Should any provision of this agreement be held as illegal, invalid, or unenforceable for any reason, the remaining provisions shall remain valid.

This agreement and the license agreements of any component of the IDN constitute the entire understanding for use between all parties.

Addendum A

The ICAC Data Network, hereinafter IDN, is a system of servers, data, tools, applications and services which facilitate information sharing related to child exploitation investigations and issues. These tools and applications may be developed by ICAC Training and Technical Assistance, Task Force agencies, partners, and approved developers. The Access and Use Agreement and the provisions of this Addendum will pertain to all services, tools and applications capable of accessing ICAC data¹.

I. Access to the ICAC Data Network (IDN)

A. All methods of access to the IDN must be tested and approved by the IDN Chief Technology Officer for security, stability and other concerns associated with its operation and access to the data on the IDN.

B. All methods of access to the IDN must receive final approval by the IDN Advisory Committee.

II. IDN National Components

A. Services, tools and applications may be designated by the IDN Advisory Committee as an "IDN National Component." These components may be developed by ICAC Training and Technical Assistance, Task Forces and their affiliates, partner agencies, and approved developers.

B. All tools or services designated as a National ICAC component must:

1. Be owned by the ICAC Task Force program or be licensed to the ICAC Task Force for its authorized use. This licensing must be irrevocable and perpetual² and must allow issuance to and training of ICAC Task Force members and affiliates by the ICAC Task Force Training & Technical program.³

2. Be provided to users in a manner authorized by the IDN Advisory Committee and implemented by the ICAC Training and Technical Assistance Program. This shall include, without limitation, working with the ICAC Training and Technical Assistance Program, the ICAC Training Committee and the IDN Advisory Committee to develop training and manuals for use of any component.

3. Prior to the approval of an IDN National component, a developer's specific use

1 ICAC Data is contributed by ICAC Task Force agencies, their affiliates and partners for the mutual use of the ICAC program.

2 This is intended to ensure the continued operation of the IDN while protecting the intellectual property interests of the owner of these tools. This is not intended to convey exclusive rights to the ICAC program but rather to control the access to the IDN through the use of these tools or applications.

3 Applies to current version of application or tools and does not imply a license for future releases of the software.

or license conditions must be approved by the IDN Advisory Committee. These conditions are in addition to those of the IDN Access and Use Agreement.

4. ICAC Training and Technical Assistance will oversee training for all National ICAC Components.

5. Be authorized by the IDN Advisory Committee and the IDN Chief Technology Officer before communicating with the IDN or exchanging, contributing or accessing data on the network. Likewise, if a component changes⁴ or expands its function, authorization is required before the updated component is made available to IDN users.

III. Direct Access to ICAC Data through approved Application Programming Interfaces (API)- Agency Applications

A. Authorization to program to an API is a privilege and must be approved by the IDN Advisory Committee. These applications will hereinafter be referred to as “Agency Applications.”

B. This authorization to program to an API is subject to revocation.

C. The authorization is specific to each requested application. Each application requires specific approval.

D. The authorization is specific to the requesting task force, affiliate or partner agency or jurisdiction. Deployment beyond the specified jurisdiction or agency requires approval of the IDN Advisory Committee and the Task Force Commander of jurisdiction.

E. The user interface of the Agency Application as it relates to the access to the IDN must be authorized by the IDN Advisory Committee before communicating with the IDN or exchanging, contributing or accessing data on the network. Likewise, if an Agency Application changes⁵ or expands its function as it relates to access to the IDN, approval is required before the updated application is made available to users with access to the IDN.

IV. Operation of the ICAC Data Network (IDN)

A. The IDN Advisory Committee will evaluate suggestions for improvements from Task Forces, their affiliates and partner agencies and make recommendations for enhancements or improvements to any component.

B. Authorization of any component may be removed or suspended by the IDN Advisory Committee after consultation with the IDN Chief Technology Officer.

4 This is not construed to include patches, bug repairs, or changes to the interface which does not change the underlying data elements.

5 This is not construed to include patches, bug repairs, or changes to the interface which does not change the underlying data elements.

C. The system operators may temporarily remove or disable any component they believe may cause harm to any aspect of the IDN. The system operators will notify the IDN Advisory Committee and the owner of the component. The IDN Advisory Committee in consultation with the IDN Chief Technology Officer will determine the disposition of the matter and report the incident and resolution to OJJDP and the ICAC Executive Committee for review.

D. The system operators may remove any data, which has exceeded its retention period if specified in Section II of this document. Unless otherwise specified in Section II, no notification to the owner of the data will be made.

V. IDN NATIONAL COMPONENTS

This section will describe each component of the IDN. When practical, the following format will be used:

1. Description including tool type – Software, Web Service, etc.
2. Ownership and Licensure – including additional conditions.
3. Method to Obtain – other methods may also be permissible.
4. Conditions of Use
5. Data Considerations
6. Data Retention
7. Other Considerations
8. Support

A. ICAC Collaboration Portal

- 1.1 **Description:** The ICAC Collaboration Portal is an information sharing environment designed to facilitate communications between law enforcement, prosecutors and other engaged in the mission of protecting children. All users must agree to adhere to the ICAC Data Network Access and Use Agreement.
- 1.2 **Ownership:** The ICAC Collaboration Portal is owned by the ICAC Task Force.
- 1.3 **Method to Obtain:** User registration is processed through the Fox Valley Technical College training portal located at <https://www.fvtc.edu/apps/mytraining/Public/Home.aspx> . The course code can be obtained at www.icactraining.org or by contacting your ICAC Task Force Commander.
- 1.4 **Conditions of Use:** Covered in the ICAC Data Network Access and Use Agreement.
- 1.5 **Data Consideration:** Covered in the ICAC Data Network Access and Use Agreement.
- 1.6 **Data Retention:** Covered in the ICAC Data Network Access and Use Agreement.

- 1.7 **Other Considerations:** None at this time
- 1.8 **Support:** The Getting Started Guide to the ICAC Collaboration Portal is provided by link at the time of registration. For future reference, this document is also available at <http://portal.icacdata.net>. Help forums and frequently asked questions are available on the portal in the software/support tab.

B. ICAC Data Network (IDN) Toolkit – Version 2.0

- 2.1 **Description:** The IDN toolkit is a software tool designed to assist with investigations and case deconfliction. Information is queried using the tool and each query is logged and forms the basis of deconfliction. This tool is installed on a local machine and a license is issued to each user.
- 2.2 **Ownership:** The source code is owned by Wyoming DCI. The program is licensed to ICAC Task Force Program for their efforts to protect children. User must also agree to the license agreement of this tool. Use of the IDN toolkit will constitute acceptance of this additional condition.
- 2.3 **Method to Obtain:** User registration is processed through the Fox Valley Technical College training portal located at <https://www.fvtc.edu/apps/mytraining/Public/Home.aspx>. The course code can be obtained by contacting your ICAC Task Force Commander. All users must read the IDN Toolkit training manual, watch the on-line training video, and pass a proficiency exam.
- 2.4 **Conditions of Use:** Users must have a legitimate law enforcement use when using this tool. If a user determines an investigator is working on a case, an obligation exists to contact the investigator and coordinate the investigation.
- 2.5 **Data Considerations:** Each query is logged and becomes the basis of future deconfliction, as such, all queries and lookups are owned by the system. If a query was run in error, the user should immediately notify the system operators. Any information obtained through the use of the Toolkit must be authenticated with the owner agency or legal process.
- 2.6 **Data Retention:** Not established at this time.
- 2.7 **Other Considerations:** A valid ICAC Collaboration Portal account is required to download the ICAC Toolkit.
- 2.8 **Support:** A manual and support forum have been created for this tool. They are both available at <https://portal.icacdata.net>. If unable to resolve the matter with the manual or at the forum contact your Task Force Commander.

C. ICAC List Serve

D. GNuC