



RHODE ISLAND DEPARTMENT OF PUBLIC SAFETY

Office of Legal Counsel

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Colonel Steven G. O'Donnell
Commissioner, Department of Public Safety
Superintendent, Rhode Island State Police

Office of Legal Counsel
Department of Public Safety

August 10, 2012

ACLU

Attn.: Hillary Davis
128 Dorrance Street, Suite 220
Providence, RI 02903

RE: Records Request – ALPR use

Dear Ms. Davis:

I am in receipt of your records request dated July 30, 2012 seeking 'any and all documentation related to the procurement, purchase, use or application of Automated License Plate Readers' by the Rhode Island State Police. Your request is governed by the Access to Public Records Act contained in R.I.G.L. Chapter 38-2. In response to a request for public records, an agency is required to make available for public disclosure those records that are responsive to a request, are in the possession of the agency and are not otherwise exempted from disclosure.

Enclosed please find a copy of an ALPR System Evaluation Agreement between PIPS Technology, Inc. and the RI State Police. Please note that this office is not in possession of any other documentation or information responsive to your request.

Please feel free to contact me should you have any further questions.

Sincerely,

Leilani R. Audette
Paralegal

Enclosure

ALPR SYSTEM EVALUATION AGREEMENT

THIS ALPR SYSTEM EVALUATION AGREEMENT (the "Agreement") is made and entered into by and between PIPS TECHNOLOGY, INC., a Tennessee corporation with a principal place of business at 804 Innovation Drive, Knoxville, TN 37932 ("PIPS") and **Rhode Island State Police** with a principal place of business at 311 Danielson Pike-North Scituate, RI 02857 ("Customer").

In consideration of the covenants and conditions contained herein, the Parties hereby agree to the following:

1. Purpose. In order for Customer to determine whether it will purchase an Automatic License Plate Recognition (ALPR) system from PIPS, PIPS will provide Customer with an Evaluation Unit to allow Customer to evaluate the operation and performance of the ALPR system for the term of this Agreement.
2. Description of Evaluation Unit. The ALPR system components that will constitute the Evaluation Unit are described on Exhibit A, hereto. Customer acknowledges that PIPS may supply either a new or refurbished Evaluation Unit in PIPS's sole discretion.
3. License. PIPS hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Evaluation Unit during the term hereof. Customer may use the Evaluation Unit solely for the purpose of evaluating its operation and performance and may not remove or change the placement of the Evaluation Unit without the prior written consent of PIPS.
4. Installation. Installation of the Evaluation Unit shall be performed by Customer with the assistance of an authorized representative of PIPS at a time and place mutually agreed to by the parties. Upon installation, Customer shall make no alterations, modifications or repairs to the Evaluation Unit without the prior written permission of PIPS.
5. Term; Termination. This Agreement shall commence as of the date of installation of the Evaluation Unit and certification by PIPS's representative that the Evaluation Unit is functional and ready for evaluation by Customer (the "Effective Date") and continue for a period of no more than 365 days from the Effective Date (the "Evaluation Period"). Either party may terminate this Agreement upon three (3) business days prior written notice to the other party. PIPS may then take immediate possession of the Evaluation Unit or request that the Evaluation Unit be returned to PIPS pursuant to Section 11.
6. Loss or Damage. Customer assumes all risk of loss or damage based on the list price to the Evaluation Unit from the time of receipt of the Evaluation Unit until such time as the Evaluation Unit is returned to PIPS, and agrees to maintain the Evaluation Unit in good operating condition. If the Evaluation Unit shall become lost, stolen, destroyed or damaged, Customer shall promptly notify PIPS of the same and shall immediately pay PIPS's then-current price for such Evaluation Unit.
7. Access. Customer agrees that PIPS shall be granted access to the Evaluation Unit during

the normal business hours of Customer for the purpose of performing inspections, maintenance, repair, modification or repossession of the Evaluation Unit, and Customer shall make the Evaluation Unit available for these purposes.

8. Nondisclosure. For the purposes of this Agreement "Confidential Information" means this Agreement, the Evaluation Unit and its design and operation, any documentation thereto, and any information that the party disclosing the information (the "Discloser") conspicuously marks as "confidential" to the party receiving the information (the "Receiver"). The Receiver shall hold the Discloser's Confidential Information in confidence and shall not disclose the Discloser's Confidential Information to third parties nor use the Discloser's Confidential Information for any purpose other than as permitted by this Agreement. Without limiting the generality of the foregoing, Customer shall not disclose or publish the results of the evaluation, performance benchmarks or other analysis relating to the Evaluation Unit to any third party without PIPS's prior written consent.

9. Disclaimer. THE EVALUATION UNIT IS PROVIDED TO CUSTOMER "AS IS", WITHOUT WARRANTY OF ANY KIND, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Indemnification. Customer hereby agrees to defend, indemnify and hold PIPS harmless from any costs, damages, losses and expenses (including reasonable attorneys' fees) relating to any claims, suits, judgments or awards against PIPS arising from the Customer's use of the Evaluation Unit.

11. Return of Evaluation Unit. Unless Customer elects to purchase the Evaluation Unit, within three (3) days of the termination of the Evaluation Period, Customer shall uninstall the Evaluation Unit and either ship the Evaluation Unit to PIPS at the address herein or to another location at the request of PIPS. Customer shall be responsible for the costs of the return shipment of the Evaluation Unit. If Customer fails to return the Evaluation Unit in as good a condition as it was received by Customer, normal usage and wear and tear excepted, PIPS may charge Customer the costs incurred by PIPS to return the Evaluation Unit to its condition at the time of receipt by Customer.

12. Feedback. Customer shall use its best efforts to review and evaluate the Evaluation Unit during the term hereof. Customer agrees to provide PIPS with formal written feedback within thirty (30) days of the Effective Date hereof, including any and all analysis, benchmarks, reports, and other information related to the Evaluation Unit and the performance of the Evaluation Unit.

13. Title. The Evaluation Unit is and shall remain the sole property of PIPS during the Evaluation Period until such time as Customer elects to purchase and makes payment for the Evaluation Unit.

14. Limitation of Liability. In no event shall PIPS or its representatives be liable to Customer for any damages of any kind arising out of or related to this Agreement or Customer's use of the Evaluation Unit, including without limitation, direct, special, indirect, reliance, incidental, punitive, consequential or compensatory damages, lost profits, lost revenue, lost or damaged data or loss of goodwill, whether arising in contract, tort (including negligence), or otherwise, even if PIPS or its representatives have been notified of the possibility thereof.

15. Governing Law; Venue. This Agreement shall be governed by, and construed and

interpreted in accordance with, the laws of the State of Illinois without giving effect to its conflict of laws. Any and all claims related to this Agreement shall be brought either in the state or federal courts in Cook or DuPage County, Illinois. Both parties to this Agreement consent to the jurisdiction of such courts.

16. Miscellaneous. This Agreement constitutes the final, complete and exclusive statement of the agreement between the parties in respect of the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, discussions, and proposals between the parties in respect of the subject matter. Customer may not assign, transfer or otherwise encumber the Agreement or any part thereof without the prior written permission of PIPS. If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of this Agreement will continue in full force and effect. Any failure by either party to detect, protest, or remedy any breach of this Agreement shall not constitute a waiver or impairment of any such term or condition, or the right of such party at any time to avail itself of such remedies as it may have for any breach or breaches of such term or condition. PIPS shall be entitled to all reasonable attorneys' fees and costs in connection with enforcing any provision of this Agreement. No modification, waiver or amendment of this Agreement shall be effective unless it is in writing and signed by an authorized signatory of Customer and PIPS. This Agreement may be signed in two counterparts, which together shall form a single agreement as if both parties had executed the same document.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of PIPS and Customer have caused this Agreement to be executed as of the latest date set forth below

PIPS TECHNOLOGY, INC.

CUSTOMER

Authorized Signature

Name: Richard Snyder _____

Title: Sr. District Manager _____

Date: Feb 9, 2011 _____

Authorized Signature

Name: STEPHEN M. BANNON

Title: MAJOR - CHIEF ADMIN. OFFICER

Date: 3/2/2011