RAPID CITY POLICE DEPARTMENT MEMORANDUM

June 10, 2004

MEMO TO:

Chief Craig Tieszen

FROM:

Lt. Dan Rud

SUBJECT:

Licensing Agreement to Order ASCLD-LAB Manual

Attached to this memorandum is a licensing agreement, which must be completed in order for me to purchase the current laboratory standards manual of the American Society of Crime Laboratory Directors – Laboratory Accreditation Board.

I think the purpose of the licensing agreement is to ensure that agencies do not copy and re-distribute the manual or portions of the manual to other laboratories.

In order for me to research what standards we already meet, and those we need to work on to meet accreditation standards, I will need this updated version from 2003. I plan to purchase a hard copy of the manual, and one electronic version of the manual on CD for a cost of \$75.00.

City Attorney Mike Booher advised me that this licensing agreement must be approved by the Common Council according to SDCL 9-1-5.

If you have any questions, please let me know. Thank you.



AMERICAN SOCIETY OF CRIME LABORATORY DIRECTORS LABORATORY ACCREDITATION BOARD

USER LICENSE AGREEMENT FOR ASCLD/LAB® ACCREDITATION MANUAL

This user license agreement is between the American Society of Crime Laboratory Directors/Laboratory Accreditation Board ("ASCLD/LAB®"), and the undersigned ("Licensee") for the licensing of the ASCLD/LAB® Accreditation Manual ("Manual") which are being provided in electronic and/or printed form ("the Product"). The Product is protected by copyright laws as well as other Intellectual Property Laws and is being non-exclusively licensed only, not sold.

The Licensee agrees for good and valuable consideration as follows:

1. Grant of Rights

- Licensee may install, print and use the Manual.
- Licensee may terminate this License at any time upon written notice and return of the Product to ASCLD/LAB®.

2. Limitations of Rights

- Licensee may not use the Product for any reason, personal or business, other than for the licensee's laboratory in preparation for and participation in the ASCLD/LAB® accreditation program Other uses of the product must be expressly authorized in writing by ASCLD/LAB®.
- Licensee may not transfer, license, assign or sublicense this Agreement.
- Licensee may not use, copy, modify, or distribute the Product or any portion thereof in any form unless expressly authorized in writing by ASCLD/LAB_®.
- ASCLD/LAB® may, without prejudice to any other rights, terminate this License at any time for failure to comply with the terms and conditions of this License Agreement. ASCLD/LAB® may terminate this License Agreement for any reason with ninety (90) days written notice. In the event of termination of the License Agreement or in the event of the expiration, reissue or recall of the Products, all such Products must be returned promptly.
- ASCLD/LAB® owns all rights, title and interest in the Product including copyright.

3. Miscellaneous

- ASCLD/LAB® provides the Product "as is" and without warranty of any kind to Licensee.
- ASCLD/LAB®, to the extent permitted by law, will not be liable for any damages whatsoever arising out of the use of the Product by Licensee.

• This Agreement is governed by the agreements.	applicable state and federal laws and international
• If Licensee signs on behalf of an organ to bind that organization to this Agreemen	ization, Licensee warrants that Licensee has the power t.

	Printed or Typed Name of Licensee
	Signature
	Title
For:	Organization
Date:	