

Terms and conditions acceptance of ICACCOPS Access Agreement

Acceptance of the terms and conditions of ICACCOPS Access Agreement (“**Agreement**”) is entered into by the **MINISTERIO PÚBLICO FISCAL DE LA CIUDAD AUTÓNOMA DE BUENOS AIRES, ARGENTINA** (hereinafter referred to as “**MPF CABA**”), domiciled at *Av. Córdoba N° 820, piso 10°, Ciudad Autónoma de Buenos Aires, Argentina*, represented herein by the Head of the MPF, Attorney General Juan Bautista MAHIQUES, effective 5/21, 2021.

Whereas, The ICACCOPS Investigative System, hereinafter, “*ICACCOPS*” is managed and maintained by staff of the National Criminal Justice Training Center of Fox Valley Technical College in Appleton, WI;

Whereas, “*ICACCOPS*” is dedicated to combatting child sexual exploitation and to collaborating with other entities to protect and rescue children;

Whereas, “*ICACCOPS*” provides investigative leads by identifying internet protocol (IP) addresses with an association to files related to the sexual exploitation of children; and

Whereas, “*ICACCOPS*” is used by thousands of investigators around the world to assist in these types of investigations;

Now, the MPF CABA in consideration of the covenants and conditions contained herein agrees as follows:

I. PURPOSE: The purpose of this agreement of acceptance of terms and conditions is to certify the express request by the MPF CABA and its acceptance of the terms and conditions associated with the access to “*ICACCOPS*” by investigators from

the "MPF CABA" and to define the terms and conditions for accessing and using "ICACCOPS".

II. USE of ICACCOPS: The use of "ICACCOPS" will be for the specific purpose of identifying IP addresses associated with suspected child sexual abuse material (hereinafter referred to as "CSAM"), generating reports on said IP addresses, and determining the jurisdiction of origin/location of said IP addresses, in order to proceed to the subsequent investigation and prosecution of the case in accordance with these terms and conditions and those at the "ICACCOPS" website.

The acceptance by the MPF CABA of the terms and conditions hereby implemented shall allow "ICACCOPS" to grant the MPF CABA access to the "ICACCOPS" system and shall allow its use in accordance with the terms and conditions contained herein and those at the website.

III. AUTHORIZATION: The MPF CABA's authorized officials/users shall access "ICACCOPS" for detecting IP addresses that are associated with CSAM, generating reports on said IP addresses, and determining the jurisdiction of origin/location of said IP addresses, in order to further investigate and prosecute the case. Said reports shall contain investigative details such as the IP No., the ISP, the location, the number of files of interest, the first and the last time said IP was detected, the application used, and the real-time actions (downloads and uploads of materials). "MPF CABA" acknowledges that the records contained within "ICACCOPS" show an association between an IP address and potential CSAM and that an investigation to determine the nature of this association is required.

The CIJ, a division within the MPF CABA, agrees to appoint at least one (1) specialized Task Force to generate reports through the "ICACCOPS" platform using the corresponding access credentials previously issued by the "ICACCOPS".

In turn, the MPF CABA shall provide its authorized officials'/users' institutional contact information to the "ICACCOPS", so that the latter is able to create their corresponding user login credentials.

IV. TERMS AND CONDITIONS:

The MPF CABA, agrees to the following:

- (a) to keep updated the information of the authorized officials'/users' of the "ICACCOPS" platform as well as the status and/or usefulness of certain reports;
- (b) to ensure that the authorized officials/users appointed by the MPF CABA will complete the necessary users training available in the "ICACCOPS" platform;
- (c) to seek that the authorized officials/users are available to complete their training regarding the technology updates related with the field of investigation;
- (d) to inform "ICACCOPS" and the competent authority in charge of the investigation if, during the generation of reports, the authorized officials/users identify that the data linked to a specific IP are subject to an ongoing investigation;
- (e) additionally, to ensure the appropriate use of the "ICACCOPS" platform, complying with the terms and conditions established in its official website: <https://www.icaccops.com/users/TOA>.
- (f) Protection of passwords. The MPF CABA shall use, at all times, the highest technology standards regarding the protection of usernames and passwords used by the appointed authorized officials/users to access the "ICACCOPS" platform. The MPF CABA agrees to: (1) refrain from revealing passwords, PINS or access codes to unauthorized individuals, (2) apply safety measures to workstations, and (3) immediately notify the "ICACCOPS" in case of a suspected password security breach.
- (g) Virus Protection Software. The MPF CABA assumes the responsibility of ensuring the implementation and maintenance of comprehensive virus and malware protection

software products applied to any system interacting with the “*TCACCOPS*” platform, including software update packages and patches, pursuant to the industry standards.

(h) Firewall. The MPF CABA assumes the responsibility of ensuring the implementation and maintenance of a wide-ranging firewall, including its updates package and patches, as well as its updated versions, applied to any system interacting with “*TCACCOPS*”.

(i) Internet Access. The MPF CABA shall be required to hold an account with an Internet Service Provider (ISP), since said connection will grant it access to “*TCACCOPS*”.

(j) Equipment. The MPF CABA assumes the responsibility of procuring, setting up, and maintaining compatible equipment needed for the connection to “*TCACCOPS*”.

(k) Content. The MPF CABA shall take all the necessary safety measures to ensure that the exposure of sensitive information contained within the platform and the reports generated by the authorized officials/users directly involved in download tasks and/or associated investigation tasks are reduced to a minimum.

V. PROHIBITED USES: The MPF CABA agrees to refrain from carrying out the following prohibited uses:

(a) To use the “*TCACCOPS*” platform for purposes that differ from the mere generation of reports for its subsequent investigation.

(b) To access unauthorized data and/or networks.

(c) To alter, falsify or modify in any degree the information obtained through the “*TCACCOPS*” platform as well as the online “*TCACCOPS*” system itself.

(d) To grant access to the “*TCACCOPS*” platform to unauthorized users.

(e) To modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, execute, link, expose or exploit in any way the content of the “*TCACCOPS*” databases.

(f) To use or attempt using the “*ICACCOPS*” platform after the termination of this Agreement.

(g) To upload, publish, distribute via e-mail, transmit by any other means or publish shortcuts or links for accessing material containing computer viruses, trojans, time bombs, trapdoors or any other kind of computer code, file or programme or repeated information requests designed to interrupt, destroy or limit the functionality of any computer or software or telecommunications equipment or MPF data or reduce the quality level, interrupt or affect the normal performance and operability of the “*ICACCOPS*” platform.

(h) To use the “*ICACCOPS*” platform for illegal purposes.

VI. INSTITUTIONAL REPRESENTATION AND OPERATIONAL

COORDINATOR: The MPF CABA, in order to plan, set forth, and coordinate the activities stemming from this authorization, undertakes to appoint ONE (1) representative and ONE (1) operational coordinator, who shall perform the role of inter-institutional linkages in the specific areas of their respective jurisdictional capacity.

In this regard, the MPF CABA appoints Dr. Juan Ramella, Head of the “*Secretaría General de investigaciones, Acceso a la Justicia y Relaciones con las Fuerzas de Seguridad*” (General Secretariat of Investigations, Access to Justice and Relations with Law enforcement Authorities), as institutional representative, and Dr. Rodrigo Bonini, Head of the “*Subdirección del Cuerpo de Investigaciones Judiciales de la Secretaría General de Investigaciones, Acceso a la Justicia y Relaciones con las Fuerzas de Seguridad*” (Sub-directorate of the Center of Judicial Investigations within the General Secretariat of Investigations, Access to Justice and Relations with Law enforcement Authorities), (e-mail: rbonini@fiscalias.gob.ar), as operational coordinator

“*ICACCOPS*” appoints Thomas Kerle of FVTC, as institutional representative, and Robert Erdely, as operational coordinator.

Furthermore, the MPF CABA reserves the right to replace its representatives, with written notice to the other Party, and recognizes similar authority to *ICACCOPS*.

VII. THE PARTIES' INDIVIDUALITY AND AUTONOMY: This agreement does not imply any other relation between THE PARTIES but the relation established in their rights and obligations herein. In all circumstances and facts related to this agreement, THE PARTIES shall keep the individuality and autonomy of their respective technical and administrative structures and, therefore, shall fulfill their consequent responsibilities. Individuals performing the tasks arising from this agreement shall have no employment relationship of any kind with the counterparty.

VIII. AMENDMENTS TO THE AGREEMENT: It is recognized "TCACCOPS" authority to modify this agreement at any time. The MPF CABA will be notified, in writing, of any changes to the terms and conditions of this agreement.

IX. INTELLECTUAL PROPERTY: All the technology resources acquired, hired, designed, created, administered or managed by the "TCACCOPS" are considered as legitimate property of the "TCACCOPS". All electronic information created, sent, received or stored in "TCACCOPS" domains or under its custody and control is recognized by the MPF CABA as legitimate property of "TCACCOPS".

X. NO WARRANTY: All "TCACCOPS" is provided "AS IS" and the MPF CABA expressly consents that "TCACCOPS" makes any warranty under this agreement, whether express, implied or otherwise, regarding the accuracy, completeness or performance of any information. The "TCACCOPS" rejects each and every one of the responsibilities or obligations concerning the accuracy, content, final product, legality, reliability, functioning and/or availability of the information or materials being displayed and accessible to by means of the service.

XI. CONFIDENTIALITY: The MPF CABA takes notice that the information provided to, received, stored or accessed to by means of the "TCACCOPS" property is privileged and confidential information and of exclusive use of the officials/users which were authorized to access to said platform using the credentials provided to them by "TCACCOPS". "TCACCOPS" authorized representatives may oversee the use of

technology resources, including the online "ICACCOPS" platform. The use of passwords or the implementation of other safety measures do not restrict "ICACCOPS" rights to oversee and access to the materials stored in their systems and do not grant privacy rights to the MPF CABA.

The MPF CABA acknowledges that certain material and information which the MPF CABA may gain possession of or become aware of regarding the use of the "ICACCOPS" platform is privileged and confidential in nature and of exclusive property of the "ICACCOPS" ("Privileged and Confidential Information") and, therefore, the MPF CABA is committed to keep said information in the strictest confidentiality and refrain from using it for any purpose other than the investigation of crimes associated with the sexual exploitation of children. Furthermore, the MPF CABA commits itself to reveal the above-mentioned content only to the authorized officials/users of the MPF CABA who may require it for the aforesaid purposes and to refrain from revealing or displaying it to third parties.

The MPF CABA agrees to implement physical, electronic, and administrative protective measures in order to prevent unauthorized access to Privileged and Confidential Information.

Regardless of the internal use of Privileged and Confidential Information by the MPF CABA to conduct investigations of crimes associated with the sexual exploitation of children, the MPF CABA agrees to refrain from collecting, storing, selling or distributing any kind of Privileged and Confidential Information either collected or stemming from the ICACCOPS platform. Non-compliance of this clause by the MPF CABA may result in its immediate suspension of access to the platform and the initiation of legal actions against it.

The MPF CABA consents that under no circumstances will the "ICACCOPS" be held accountable for the improper use of its platform or the commission of illicit actions using the data from its platform by authorized officials/users of the MPF CABA. In

these cases, the “*ICACCOPS*” shall not be held liable due to direct, indirect, ancillary, consequential, special and/or punitive damages.

The MPF CABA shall not hold the “*ICACCOPS*” nor its members liable for said damages and agrees to comprehensively collaborate with the “*ICACCOPS*” and its legal advisers in order to settle these grievances and/or disputes.

XII. SCOPE: This agreement does not imply an exclusivity commitment and, therefore, does not prevent The MPF CABA or ICACCOPS from independently conducting activities and/or partnering with other organizations. The signing of this agreement does not restrict The MPF CABA’s right to enter into other similar agreements with other institutions.

XIII. BUDGETARY IMPACT: ICACCOPS has recognized, and the MPF CABA assents, that the commitments undertaken herein do not entail or imply a payment of any kind of valuable consideration between the MPF CABA and ICACCOPS.

XIV. TERM OF VALIDITY AND TERMINATION: This requirement –which implies the entry into force of the agreement between the MPF CABA and ICACCOPS– shall take effect on the date of its signing and shall remain in effect until terminated. Either party may terminate the Agreement at any time, for any reason or no reason upon written notice of the other party. The termination shall not grant The MPF CABA or “*ICACCOPS*” any right to claim for compensations of any kind. In case of a termination, all works and/or activities in progress shall continue for no more than 30 days or until their completion.

XV. DISPUTE SETTLEMENT: In case of any dispute stemming from the implementation and/or interpretation of this agreement, both institutions have committed themselves to amicably settle their differences through their representatives. In case no satisfactory settlement is reached, both agree to terminate the agreement that binds them together and cease the access to ICACCOPS.

In witness whereof, the representative from the MPF CABA signs one copy in Spanish and another copy in English of this agreement in the Autonomous City of Buenos Aires, on **MAY 21st**, 2021.

Dr. Juan Bautista MAHIQUES

Fiscal General
Fiscalía General de la Ciudad
Autónoma de Buenos Aires

