



**THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
Department of Criminal Justice Information Services**  
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MASS.GOV/CJIS



TO: iCORI Requestors  
FROM: MA Department of Criminal Justice Information Services  
RE: Cloud Services Contract Terms  
DATE: August 21, 2017

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The DCJIS recently revised its regulations to allow iCORI Requestors to store criminal justice information (CJI), including CORI results, in cloud-based storage environments in accordance with 803 CMR 2.12. The guidelines provided in this document pertain to storage of all types of CJI including CORI and FBI Criminal History Record Information (CHRI) provided through either the DCJIS SAFIS program or through direct access to the Criminal Justice Information System (CJIS). The term “CJI” is used in these guidelines to refer to Massachusetts CORI and FBI CHRI data. If a requestor only access CORI data, it may replace the term “CJI” with “CORI” in the text of the terms.

Prior to engaging a vendor to provide cloud services, each requestor will need to execute its own agreement with a Cloud Services Provider (Service Provider). The cloud terms outlined below have been developed by the DCJIS. The underlined text in this document includes suggested language that can be used to comply with each requirement.

#### **Cloud Procurement Terms:**

In General:

The following legal terms apply to subscriptions to cloud offerings (each referred to as the “Service”) These terms shall supplement any terms provided by [insert name of cloud service provider] (“Service Provider”). Changes to the mandatory terms below that adversely affect the Requestor must be approved by DCJIS legal counsel; however, terms may be removed without approval if Service Provider’s terms contain similar provisions that are no less protective of the Requestor than the provisions contained herein. These terms must be attached to and made part of the executed contract.

**The following includes requirements for Cloud storage agreements where CJI, including CORI data, will be stored and suggested language to comply with each requirement:**

**(1) The agreement shall provide the DCJIS with a limited license to access Covered Enrolled Entity Data at no cost to the DCJIS. The agreement shall also reserve the right of the DCJIS to audit CJI, held by the Service Provider.**

1. Service Provider grants to the Requestor a license or right to (i) access and use the Service, (ii) for SaaS, use underlying software as embodied or used in the service, and (iii) view, copy, download (if applicable), and use documentation. The Service Provider agrees to provide the DCJIS a license or right to access and use the Service, at no additional cost to the DCJIS, as FBI CJIS Systems Agency (CSA) for the Commonwealth. Said limited license is provided to the CSA under a Covered Enrolled Entity’s license for the purpose of accessing Covered Enrolled Entity Data as specified in the agreement executed by the CSA and the Service Provider in order to conduct audits to ensure compliance with State and Federal laws, regulations, and policies (M.G.L. c. 6, §§ 167-178A and 803 CMR 2.00 et. seq., the FBI CJIS Security Policy, 28 C.F.R. 20.33) and 803 CMR 7.00 et. seq. as outlined in said agreement.

The DCJIS shall have the right to audit, or review and copy, any and all criminal justice information (CJI) collected by Service Provider on behalf of a Covered Enrolled Entity in accordance with the Agreement entered into between the Service Provider and the Requestor.



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**(2) The Requestor shall maintain full rights to all CJI, and data related to compliance with the laws and regulations.**

2. The Requestor retains full right and title to data provided by the Requestor and any data derived therefrom, including metadata, and all Criminal Offender Record Information and/or data related to compliance with the CORI laws and regulations G.L. c. 6, §§ 167-178A and 803 CMR 2.00 et. seq. (collectively, the "CORI data") and Criminal History Record Information (CHRI) and all data related to compliance with the laws and regulations pertaining to CHRI including 803 CMR 7.00 et. seq., 28 C.F.R. 20.33 and the FBI CJIS Security Policy.

**(3) The agreement shall limit use to provision of cloud based services and explicitly prohibit data mining of data and authorized use for advertising or similar commercial purposes.**

3. Service Provider will only use CJI, to provide the Requestor with the Covered Services, including purposes compatible with providing those services. Service Provider will not use CJI or derive information from it for any advertising or similar commercial purposes. No information regarding the Requestor's use of the Service may be disclosed, provided, rented, or sold to any third party for any reason. The metadata derived from CJI shall not be used by any cloud Service Provider for any purposes. The Service Provider shall be prohibited from scanning any email or data files for the purpose of building analytics, data mining, advertising, or improving the services provided. This obligation shall extend beyond the term of the Agreement in perpetuity.

**(4) CJI must remain at all times within the continental United States.**

4. CJI, , must remain at all times within the continental United States. Service Provider must disclose to Requestor the identity of any third-party host of CJI prior to the signing of this Agreement.

**(5) Right to export data within three months after the termination or expiration of the agreement. Requirement that Service provider destroy and erase from all systems after termination or expiration of agreement.**

5. Three (3) months after the termination or expiration of the Agreement, or upon the Requestor's earlier written request, and in any event after the Requestor has had an opportunity to export and recover its CJI, Service Provider shall, at its own expense, destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the CJI and the Requestor's Confidential Information, in whole or in part, and all copies thereof, except such records as are required by law to be retained. To the extent that any applicable law prevents Service Provider from destroying or erasing CJI as described in the preceding sentence, Service Provider shall retain, in its then current state, all such CJI then within its right of control or possession in accordance with the confidentiality, security, and other requirements of this Agreement and shall perform its obligations under this section as soon as such law no longer prevents it from doing so. Service Provider shall, upon request, send a written certification to the Requestor certifying that it has destroyed the Requestor's CJI and Confidential Information in compliance with this section and in accordance with the DCJIS regulations 803 CMR 2.13 and the FBI CJIS Security Policy as applicable..

**(6) NOTE: This terms is only applicable to non-criminal justice agency requestors that access information directly from the iCORI system: Service provider agrees to comply with CORI laws and regulations, execute Individual Agreements of Non-Disclosure for each individual with access to CORI data and review DCJIS training materials.**

6. Service Provider must comply with all applicable laws related to CORI data privacy and security, including G.L. c. 6, §§ 167-178A, G.L. c. 93H and 803 CMR 2.00 et. seq. Each Service Provider employee, sub-contractor, or vendor with access to CORI data shall execute an Individual Agreement of Non-Disclosure and review the CORI training materials available on the DCJIS website at: [www.mass.gov/cjis](http://www.mass.gov/cjis).



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**(7) Service provider agrees to provide timely notification of a security breach that affects CJI..**

7. In the event of any breach of the Service's security that affects CJI, including CORI Data, or Service Provider's obligations with respect thereto, or any evidence that leads Service Provider to reasonably believe that such a breach is imminent, Service Provider shall immediately (and in no event more than twenty-four hours after discovering such breach) notify the Requestor in accordance with the Agreement between the Service Provider and the DCJIS. The Requestor shall promptly notify the DCJIS of any security incident.

In the event that personally identifiable information or CJI is compromised, Service Provider subject to M.G.L. c. 93H, shall provide all notifications and services required under M.G.L. c. 93H, §3.