



**OFFICE OF THE  
CHIEF FINANCIAL OFFICER**  
Office of Development and Grants

Coleman A. Young Municipal Center  
2 Woodward Avenue, Suite 1026  
Detroit, Michigan 48226

Phone 313•628•1258  
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October 2, 2024

The Honorable Detroit City Council  
**ATTN: City Clerk Office**  
200 Coleman A. Young Municipal Center  
Detroit MI 48226

**RE: Request to Accept a Donation of In-kind Forensics Services**

Othram, Inc. has awarded a donation of in-kind forensics services, to the City of Detroit Police Department (DPD), valued at \$200,000.00. There is no match requirement for this donation.

The objective of the donation is to provide human identification services for law enforcement investigations.

I respectfully ask your approval to accept this donation in accordance with the attached resolution.

Sincerely,

DocuSigned by:

*Terri Daniels*

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Terri Daniels  
Director of Grants, Office of Development and Grants

Signed by:

*Matt Spayth*

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Office of Budget

CC:  
Sajjiah Parker, Assistant Director, Grants



## Office of Development and Grants

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### RESOLUTION

**Council Member** \_\_\_\_\_

**WHEREAS**, the Police Department (DPD) has been awarded a donation of in-kind forensics services, from Othram, Inc., valued at \$200,000.00; and

**WHEREAS**, this request has been approved by the Office of Budget; now

**THEREFORE, BE IT RESOLVED**, that the Police Department is hereby authorized to accept a donation of in-kind forensics services, from Othram, Inc.

**FIRST AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF DETROIT THROUGH THE DETROIT POLICE DEPARTMENT  
AND  
OTHRAM, INC.**

This First Amended and Restated Memorandum of Understanding (hereinafter "MOU") is entered into by the City of Detroit, by and through the Detroit Police Department ("DPD"), and Othram, Inc. ("Othram"). The DPD and Othram are individually a "**Party**" and collectively the "**Parties**."

The purpose of this MOU is to establish an agreement and working relationship between the DPD and Othram to provide human identification from forensic evidence using modern parallel sequencing.

The Parties previously entered a Memorandum of Understanding, dated effective June 20, 2024 (the "Original MOU"). The Parties desire to enter this MOU to amend, restate, and replace the Original MOU.

**Recitals**

- A.** The DPD desires to engage Othram to provide human identification services for law enforcement investigations.
- B.** Othram desires to be engaged by the DPD.
- C.** The Parties agree that the DPD's engagement of Othram shall be subject to the terms and conditions of this Policy.

The Parties, intending that the following terms are to also apply to any Service Agreement (as defined below) between them, agree as follows:

1. **Definitions.**

1.1 "**DPD Liaison**" means, with respect to a Case, an individual appointed by the DPD as a communication contact for such Case.

1.2 "**Case**" means a discreet case or project for a particular law enforcement investigation assigned by the DPD to Othram. For clarity, a Case will never include a consumer-based investigation, or any non-law enforcement investigation initiated or requested by a consumer.

1.3 "**Consented Item**" means any item for which the required consent or authorization for Othram to provide services has been obtained or provided, regardless of who collects such item or who obtains such consent or authorization.

1.4 “**FBI QAS**” means the then-current Quality Assurance Standards for Forensic DNA Testing Laboratories adopted by the U.S. Federal Bureau of Investigation.

1.5 “**Forensic Evidence**” means (i) a physical item submitted for DNA testing or (ii) a physical derivative of a physical item submitted for DNA testing. Forensic Evidence does not include Consented Items.

1.6 “**Forensic Evidence Services**” means services provided by Othram involving Forensic Evidence.

1.7 “**Governmental Authority**” means (i) any federal, state, county, city, municipal, local, or foreign government, (ii) any political subdivision of any such government, (iii) any DPD or instrumentality of any such government or political subdivision (including any law enforcement DPD), (iv) any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority to the extent that the rules, regulations, or orders of such organization or authority have the force of law, or (v) any arbitrator, court, or tribunal of competent jurisdiction.

1.8 “**Kit Data**” means raw genetic data generated from Forensic Evidence.

1.9 “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, requirement, or rule of law of any Governmental Authority.

1.10 “**Personal Identifiable Information**” means information about a person that contains some unique identifier that identifies, or could potentially identify, an individual, including but not limited to an individual’s (i) name, address, or social security number, (ii) health information, and (iii) genetic information.

1.11 “**Privacy Law**” means, with respect to a Case, any Law applicable to Protected Information in such Case.

1.12 “**Protected Information**” means, in connection with Othram providing services to the DPD, (i) information and materials received by Othram from the DPD, including Personal Identifiable Information, and (ii) information and materials that are generated by Othram in connection with such services, including Kit Data and Work Product. Protected Information does not include (i) information or materials that are publicly available through no fault of Othram or (ii) Consented Items.

1.13 “**Public**” means, with respect to a Case, the first time at which there is a public release or a public disclosure of such Case, whether by the DPD or someone else acting in concert with, or at the direction of, the DPD.

1.14 “**Technical Details**” means technical details highlighting or educating as to Othram’s capabilities.

1.15 “**Work Product**” means the material that is generated as a function of analysis by Othram that is not subject to a chain of custody.

2. **Scope.** This Policy applies to all Protected Information. The services relating to this MOU shall be provided during the period commencing on June 20, 2024, and ending on June 19, 2025. The

aggregate dollar value of all such services provided by Othram to the DPD during such period is expected to be \$200,000.

3. **Uses.** Othram shall use Protected Information in compliance with all applicable Privacy Laws and for the purpose of providing services to the DPD.

4. **Controls.** Othram shall maintain adequate privacy and security controls with respect to the Protected Information. Othram shall ensure that access, use, storage, processing, and protection of Protected Information is in accordance with applicable Privacy Laws.

5. **Obligations.**

5.1 **Employees Only.** Othram shall provide all Forensic Evidence Services to the DPD using Othram's employees only. Othram shall not provide any Forensic Evidence Services to the DPD using any independent contractor without the DPD's Consent.

5.2 **Forensic Evidence.**

(a) Forensic Evidence that is received by Othram at Othram's facility from the DPD shall not leave Othram's facility without the DPD's permission or approval, including in the circumstances identified in Section 8.

(b) Othram meets the FBI QAS applicable to (i) Forensic Evidence and (ii) Work Product.

5.3 **Announcements.** Othram shall not announce Othram's involvement in or results of a case without written consent from the DPD. All proposed press releases shall first be subject to review by designated individual from the DPD. This Section 5.3 applies only to Cases received by Othram on or after the Effective Date and does not apply to Cases received by Othram prior to the Effective Date.

5.4 **Confidentiality.** All Othram employees are subject to confidentiality restrictions that provide at least the same level of protection for Protected Information as those in this Policy.

5.5 **Access.**

(a) Othram shall ensure that access to Protected Information is limited to Othram's employees who are performing services for the DPD and only for so long as necessary to perform such services.

(b) Othram shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Protected Information by Othram's personnel. In the event of unauthorized access, use, or disclosure by Othram's personnel of Protected Information relative to the DPD, Othram shall promptly notify the DPD after discovery of such unauthorized access, use, or disclosure.

(c) Othram has or shall enter into a written agreement or obtain written obligations with each Othram personnel member containing data protection obligations that provide at least the same level of protection for Protected Information as those in this Policy.

5.6 **Safeguards.**

(a) Othram has or shall implement safeguards of Protected Information providing for the following:

- (i) Electronically tracking access to Othram's facility;
- (ii) Limiting physical and remote access to Othram's facilities and data; and
- (iii) Implementing network security, including protection against anticipated threats or hazards.

(b) In the event of unauthorized access by a third party of Protected Information, Othram shall promptly notify the DPD after discovery of such unauthorized access or disclosure.

6. **Expectations.**

6.1 **DPD Liaisons.** For each Case, the DPD shall inform Othram in writing (including via email) of the DPD Liaison or DPD Liaisons for such Case. Othram shall limit communication between Othram and the DPD regarding such Case to such DPD Liaison(s).

6.2 **Third-Party Communications.** It is expected that all third-party communications regarding a Case shall be coordinated and made by the DPD. If asked by the DPD, Othram shall participate in third-party communications regarding a Case for the DPD, but, unless otherwise agreed to by Othram and the DPD, it is expected that a DPD representative shall participate with Othram in each such third-party communication.

7. **Kit Data.**

7.1 **Searches.** Othram uses Kit Data generated from Forensic Evidence to search against third-party genealogical databases. Othram will attempt to cause such third-party genealogical databases to limit and restrict access to, and maintain the confidentiality of, any such Kit Data so-used.

7.2 **No Returns.** Unless other arrangements are made between Othram and the DPD, Othram does not return Kit Data to the DPD. Othram shall handle all Kit Data pursuant to the Michigan and Federal Criminal Justice Information Security Policies.

7.3 **No Sale.** Othram shall not sell Kit Data, and Othram shall not sell access to Kit Data.

7.4 **Collection.** Othram may collect information from Kit Data to establish genetic identity in the context of a Case, and Othram shall use such genetic identity from Kit Data solely in the context of such Case. Othram will endeavor to avoid collecting or disseminating Kit Data from which medically relevant information may be derived.

7.5 **Status Teleconferences.** Othram shall conduct a status teleconference on a monthly basis with the DPD to advise them about its progress on any outstanding casework and to address any issues or questions presented by the DPD. It shall be the responsibility of Othram to coordinate each monthly meeting, which shall include all designated representatives from the DPD and their legal counsel. Othram shall not be responsible for the DPD's failure to (i) timely assist in coordinating, (2) attend, or (3) participate in any such teleconference.

8. **Forensic Evidence Retention.** Othram agrees to return the Forensic Evidence to the DPD upon the conclusion of each Case.

9. **Records.** Othram shall provide an electronic copy of the results of each case to the DPD, defining all tests performed and written results for cases submitted.

10. **Site Visits.** Othram agrees to allow site visits at their facility in accordance with the FBI's QAS procedures.

11. **Additional Uses and Disclosures by Othram.**

11.1 **Uses.** Othram may use Protected Information as follows:

(a) *Providing or Improving Services.* Othram uses Protected Information to provide and maintain services; to improve services; to develop new features, products, or services; to perform technical operations, such as updating software; and for other customer service and support purposes;

(b) *Protecting Rights and Interests.* Othram uses Protected Information to protect the safety, rights, property, or security of Othram, the services, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that Othram considers to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce this Policy;

(c) *Legal Compliance.* Othram uses Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; to respond to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.

(d) *General Business Operations.* Othram uses Protected Information where necessary for the administration of Othram's general business, accounting, recordkeeping, and legal functions and as part of Othram's routine business administration, such as employee training, compliance auditing, and similar internal activities.

11.2 **Disclosures.** Othram may share Protected Information as follows:

(a) *Service Providers.* Othram may disclose Protected Information to persons who perform functions on Othram's behalf;

(b) *Business Transfers.* Othram may, provided that the DPD is notified, disclose Protected Information to another entity in connection with an acquisition or merger, sale, or transfer of a business unit or assets, bankruptcy proceeding, or as part of any other similar business transfer, including during negotiations related to such transactions;

(c) *Protecting Rights and Interests.* Othram may disclose Protection Information to protect the safety, rights, property, or security of Othram, any third party, or the general public; to detect, prevent, or otherwise address fraud, security, or technical issues; to prevent or stop activity that Othram, in Othram's sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity; to use as evidence in litigation; and to enforce this Policy;

(d) *Legal Compliance.* Othram may disclose Protected Information to comply with applicable legal or regulatory obligations, including as part of a judicial proceeding; in response to a subpoena, warrant, court order, or other legal process; or as part of an investigation or request, whether formal or informal, from law enforcement or a government official; and

(e) *De-Identified Information.* Othram is not permitted to create De-Identified Information from Protected Information.

11.3 **Control.** This Section 11 controls in the event of any conflict or ambiguity between this Section 11 and any other provision of this Policy.

11.4 **Modifications.** This MOU incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements, and understandings have been merged into this MOU. No revisions of this MOU shall be effective without the written consent of all parties.

12. **General.**

12.1 **Termination.** This MOU shall remain in effect unless terminated in writing by either party within 30 days of the effective date of said termination.

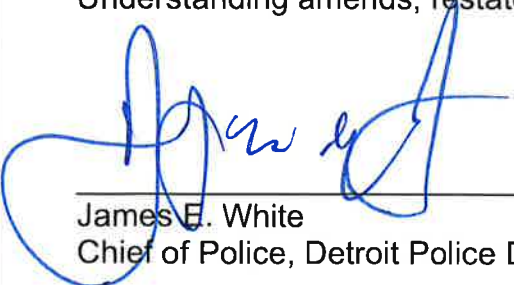
12.2 **Governing Law and Venue.** This Policy shall be governed by, and construed and enforced in accordance with, the laws of the state of Michigan.

12.3 **Severability.** If any provision of this Policy is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, and this Policy shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Policy shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Policy. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Policy a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.


12.4 **Relationship.** No partnership, joint venture, or employment is created because of this Policy.

12.5 **Interpretation.** In the interpretation of this Policy, except where the context otherwise requires, (i) "including" or "include" does not denote or imply any limitation, (ii) "or" has the inclusive meaning "and/or," (iii) "and/or" means "or" and is used for emphasis only, (iv) the singular includes the plural, and vice versa, and each gender includes each other gender, (v) captions or headings are only for reference and are not to be considered in interpreting this Policy, and (vi) "Section" refers to a section of this Policy, unless otherwise stated in this Policy.

12.6 **Agreement.** The following parties agree to this First Amended and Restated Memorandum of Understanding and agree this First Amended and Restated Memorandum of Understanding amends, restates, and replaces the Original MOU:

  
\_\_\_\_\_  
James E. White  
Chief of Police, Detroit Police Department

  
\_\_\_\_\_  
Effective Date

  
\_\_\_\_\_  
David Mittelman, CEO  
Othram, Inc., a Delaware corporation

September 20, 2024  
\_\_\_\_\_  
Effective Date