



Defense Cyber Crime Institute



Product Test Agreement

As the organization solely responsible for the development of *(product name here)*, *(vendor name here)* is requesting that the Defense Cyber Crime Institute (DCCI) perform an independent assessment of *(product name here)*. The primary objective is to determine whether documented features and capabilities, which are considered useful within the forensic, law enforcement, and intelligence communities, are forensically sound.

In order to ensure objectivity and in consideration of DCCI's stature as an independent, unbiased assessor, *(vendor name here)* agrees to the following conditions and restrictions with respect to the test and evaluation process, procedures, and findings:

1. *(Vendor name here)* will provide and DCCI will test and evaluate *(product name here)*, version *(version number here)*.
2. *(Vendor name here)* will provide to DCCI the product documentation, licenses, and support materials needed to properly operate *(product name here)*.
3. DCCI will provide all other test and support materials, which include but are not limited to evaluation and support software, computer platforms, disks, CDs, and external peripheral devices.
4. *(Vendor name here)* understands that it will have a chance to comment on the test results before they are formally published, but will not be able to modify or change the documented results.
5. Because endorsement of a non-Federal entity, event, product, service, or enterprise may be neither stated nor implied by DoD or DoD employees in their official capacities and titles, positions, and because organization names may not be used to suggest official endorsement or preferential treatment of any non-Federal entity, *(Vendor name here)* understands that it will not be allowed to publish or disseminate in any manner the test

- results other than in a statistical analysis or summary where DCCI as an entity is not identified by name without the consent/approval of DCCI.
6. *(Vendor name here)* understands that DCCI may make the test results available to law enforcement, DoD organizations, and other US Government organizations.
 7. *(Vendor name here)* understands that even though DCCI may only disseminate the test results to US Government and law enforcement organizations, DCCI does not and cannot control the actions of external organizations; therefore, *(vendor name here)* recognizes that any of its current or potential customers, as well as its competitors may somehow see or obtain the published test results. *(Vendor name here)* also understands that DCCI, as a federal government entity, is required to release certain information pursuant to 5 USC § 522, *The Freedom of Information Act*. While there are exceptions to releases for information defined within that statute, *(Vendor name here)* agrees to hold the Air Force harmless from and waive any and all claims and causes of action against any Air Force employee or agent, against the Air Force, and against the U.S. Government for any loss, liability, cost, expense, or damage arising out of any releases in good-faith compliance with the disclosure requirements of that statute.
 8. *(Vendor name here)* understands that DCCI will not retest *(product name here)*, or any variant of the *(product name here)*, to include minor version enhancements, for a period of at least eight months.

(Signature block for vendor POC here)