

**Agreement
Between
Forensic Quality Services, Inc.
and the
Federal Bureau of Investigation,
U.S. Department of Justice
Regarding Use of the FBI Director's Audit Documents &
the Provision of Training for DNA Assessors**

This Agreement between Forensic Quality Services, Inc. (FQS) located at 5300 West Cypress Street, Suite 180, Tampa, FL 33607, and the Federal Bureau of Investigation Laboratory Division (FBI) located at 2501 Investigation Parkway, Quantico, VA 22135, memorializes the cooperation of FQS and the FBI in the accreditation and external Quality Assurance Standards audit process.

WHEREAS, in accordance with the Federal DNA Identification Act (42 U.S.C. §14131), the FBI Director is responsible for issuing standards for forensic DNA testing;

WHEREAS, the FBI Director has issued Quality Assurance Standards for Forensic DNA Testing and DNA Databasing Laboratories (hereinafter "QAS"), and FBI Quality Assurance Standards Audit for Forensic DNA Testing and DNA Databasing Laboratories (hereinafter "Audit Documents");

WHEREAS, FQS has been designated as an organization that satisfies the statutory definition of an accrediting agency and as such, performs accreditations of forensic DNA laboratories;

WHEREAS, FQS also performs external QAS audits of forensic DNA laboratories;

WHEREAS, the FBI encourages the use of its Audit Documents in the performance of accreditation assessments and external QAS audits of private and public forensic DNA laboratories to ensure consistency in application and interpretation of the Quality Assurance Standards;

NOW, therefore, in consideration of the mutual terms and conditions contained herein, the Parties agree as follows:

I. GENERAL PROVISIONS AND PURPOSE

A. The purpose of this Agreement is to establish a cooperative relationship between FQS and the FBI (hereinafter, "Parties") on the use of the Audit Documents in performing assessments and external QAS audits and cooperation in the FBI's review of external QAS audits.

B. Responsibilities of the FBI

- a. Publish the most recent version of the FBI Quality Assurance Standards Audit for Forensic DNA Testing and DNA Databasing Laboratories (hereinafter referred to as FBI Audit Document) at the FBI's Internet site (www.fbi.gov).
- b. Make training on the FBI Audit Document available to qualified FQS assessors and auditors.
- c. Consult, as requested, with FQS on external QAS audit issues.
- d. Designate a Point of Contact for questions related to FQS accreditations and external QAS audits.

C. Responsibilities of FQS

- a. Ensure that qualified FQS assessors and auditors receive training on the FBI Audit Document.
- b. Use the FBI Audit Document when performing FQS accreditation assessments and external QAS audits of private and public forensic DNA laboratories.
 - i. Apply standards in the FBI Audit Document to private and public forensic DNA laboratories.
- c. Consult, as requested, with the FBI on external QAS audit issues.
- d. Designate a Point of Contact for questions related to FQS accreditations and external QAS audits.

II. LEGAL OBLIGATIONS

A. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent agencies, the U.S., or the officers, employees, agents or other associated personnel thereof.

B. This Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties hereto of the responsibilities described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this Agreement. Expenditures by each Party will be subject to its budgetary processes and to the

availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

III. CONTACT PERSONS

A. For FQS:

____ Patricia (Pat) Bencivenga ____
____ Forensic Quality Services ____
____ 5300 West Cypress, Suite 180 ____
____ Tampa, FL 33607 ____
phone: ____ 813-443-0517 ____
fax: ____ 813-443-0519 ____
e-mail: ____ pab@forquality.org ____

B. For the FBI:

____ Jodi Dahl ____

phone: ____ 703-632-8425 ____
fax: ____ 703-632-8305 ____
e-mail: ____ Jodi.Dahl@IC.FBI.GOV ____

IV. LIABILITY, ENTIRE AGREEMENT, DURATION AND TERMINATION

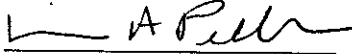
- A. The Parties shall be legally and separately responsible in the manner and to the extent as provided under applicable Federal law for any demands, claims, actions, suits or proceedings brought against their agency in connection with the performance of their responsibilities under this Agreement.
- B. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous oral or written representation with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both Parties.
- C. This Agreement shall become effective upon the date of signature of FQS and the FBI, and will remain in effect until terminated by the mutual written consent of the Parties in accordance with the Agreement.

V. **GOVERNING LAW**


This Agreement shall be governed by Federal law.

By our signatures below, we signify our understanding of and agreement to the terms and conditions contained in this Agreement, and assert that we are authorized to bind our respective agencies to those terms and conditions.

FORENSIC QUALITY SERVICES, INC.

By: 
Name: Ben Perillo
Title: President
Date: 9/28/2011

FEDERAL BUREAU OF INVESTIGATION

By: 
Name: Alice R. Isenberg
Title: Section Chief, Biometrics Analysis
Date: 12/8/11