

AW 12/20/23

Contract Type      OU



Order Number          286586



Vendor Number        2893402



Dept. Name      District Attorney



Vendor Name      GLOBAL INTELLIGENCE INC



Start Date      10/01/23



End Date      02/28/24



Executive Action #    7239-23





ALLEGHENY COUNTY CONTROLLER'S OFFICE  
**Contract Intake Form**



**CONTRACT NAME** Global Intelligence Cybercheck

**EA #** 7239-23

Piggy-Back	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contract Extension	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Contract Modification	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Bond	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Received and reviewed by Allegheny County Controller's Office: Kelley, Dietrich

  
Digital Signature



  
Chief Legal Counsel I Designee *Ryan M. Herbano 12/6/23*

☒ APPROVED



ALLEGHENY COUNTY  
CONTRACT LOG  
CONTRACT ADMINISTRATOR  
412-350-7377

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**EXECUTIVE ACTION NUMBER 7239-23**

Executive Action Date Approved 11/20/2023

Date Received From Law Department 11/29/2023

Date Signed By County Manager 11/29/2023

Date forwarded to Controller 11/29/2023

Date received to Controller

Date returned to Department

To : DIRECTOR

Department : Allegheny County District Attorneys Office

From : COUNTY MANAGER

When billing please refer  
Agreement#:

Contract prepared for: GLOBAL INTELLIGENCE INC

286586

**Description:**

To enter into a new agreement with Vendor Global Intelligence Inc (vendor #2893402). The Cybercheck tool will be used to solve criminal cases using AI and machine algorithms.

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Properly executed copies of the above-referenced agreement are returned herewith. You are requested to distribute those returned to you.

cc : Controller

Vendor : GLOBAL INTELLIGENCE INC

# Memorandum District Attorney's Office



TO: George Janocsko, Senior Assistant County Solicitor

FROM: Patricia Molnar, Finance Manager

DATE: November 28, 2023

RE: Contract Modification – Global Intelligence

Attached please find a contract modification for Global Intelligence to update Exhibit A pricing. The vendor and District Attorney have signed, and the agreement is now ready for approval as to form and submission to the County Manager.

If you have questions or need additional information, please contact me at 412-350-4319 or

[PMolnar@alleghenycountyda.us](mailto:PMolnar@alleghenycountyda.us).

Thank you.

Patricia Molnar

Enclosure

A handwritten signature in blue ink, appearing to be "PM", with a long, sweeping underline.



**REQUEST FOR EXECUTIVE ACTION**  
**EA Title: GLOBAL INTELLIGENCE CYBERCHECK**  
**Originating Department: Allegheny County District Attorneys**  
**Office**

Run Date: 11/27/2023

Page 1 of 1

**SEE DEPARTMENT AUTHORIZATION PAGE**

Contact: Patricia Molnar Ext:

Est Cost: \$32,000.00

Date Submitted By Agency: 11/20/2023

Est Revenue: \$0.00

Date Approved: 11/20/2023

County Match:

Future Impact:

Account coding provided on JDE Contract Form

Included In Budget: Yes For: Grant

**Summary:**

To enter into a new agreement with Vendor Global Intelligence Inc (vendor #2893402). The Cybercheck tool will be used to solve criminal cases using AI and machine algorithms.

**Explanation:**

To enter into a new agreement with Vendor Global Intelligence Inc (vendor #2893402). The Cybercheck tool will be used to solve criminal cases using AI and machine algorithms.

# No.	Vendor	Project #	Contract Start date	Contract End Date	Ag #	Previous \$	Change \$	Amount \$	Fee
1	GLOBAL INTELLIGENCE INC		10/01/2023	02/28/2024		0.00	32,000.00	32,000.00	NO

Department	Department Director	Backup	Authorized	Department Authorized Date
Allegheny County District Attorneys Office	Laura Delaney		Yes - Approved by Department Director	Nov 20, 2023 7:49:58 AM

CC: Controller  
Law Department  
Budget & Finance

☒ Approved as Submitted☐ DeniedCertified and Sealed : **Electronically Approved**

Jennifer Liptak  
County Manager

11/20/2023  
Date



**CONTRACT FORM**  
**COUNTY OF ALLEGHENY**

Patricia Molnar

OU # 286586

Prepared by

OS # \_\_\_\_\_

x4319

OF # \_\_\_\_\_

Phone Number

Department District Attorney

Vendor

GLOBAL INTELLIGENCE INC 140 CARLETON  
STREET SUITE 501 FREDERICTON NB E3B 3T4  
CANADA

Vendor # 2893402

Funder # \_\_\_\_\_  
(if revenue)

Year 2023

Executive Action No. 7239-23

	COST CENTER/JOB NUMBER	OBJECT/ACCOUNT #	SUBSIDIARY/COST CODE	AMOUNT
1	73041901	63010	210601	\$32,000.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
Contract Total				

**CONTROLLER'S OFFICE USE ONLY**

**CONTRACTS SECTION**

AGREEMENT NO.

BOX NUMBER

**CONTROLLER'S OFFICE USE ONLY**

**CONTRACTS SECTION**

RECEIVED

APPROVED

POSTED

AGREEMENT

THIS AGREEMENT made and entered into this 29th day of November, 2023, by and between the COUNTY OF ALLEGHENY ("County"), a political subdivision of the Commonwealth of Pennsylvania, through the OFFICE OF THE DISTRICT ATTORNEY, 303 Courthouse, Pittsburgh, PA 15219, hereinafter referred to as "DA";

AND

Global Intelligence Inc., DBA Cybercheck, with principal offices located 140 Carleton Street Suite 105\_\_Fredericton NB E3B 3T4 Canada\_\_\_\_\_ hereinafter referred to as "Consultant".

(DA and Consultant are sometimes referred to individually as a "Party" or collectively as the "Parties".)

RECITALS:

WHEREAS, the DA deems it necessary and in the public interest that DA retain Consultant to provide DA with full functionality of Cybercheck Case services via a dedicated web portal for the purpose of entering case information and receiving case reports as needed; and,

WHEREAS, Consultant has the ability to provide such services and has agreed to do so;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and for other valuable consideration, the parties hereto, intending to be legally bound hereby, the Parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform services as set forth-in Exhibit A attached hereto and made a part hereof (the "Services"). Consultant shall perform Services under the overall supervision of the DA.

2. PAYMENTS

DA shall pay Consultant for Services performed pursuant to Exhibit B attached hereto. Payment to be made within 30 days of receipt and approval of invoicing from Consultant to include dates, times, and description of Services. DA reserves the right to request further documentation prior to payment.

3. TERM

The term of this Agreement shall be five (5) months beginning October 1, 2023 and terminating February 28, 2024. Term may be extended through written agreement of both parties.

4. CONFIDENTIALITY

All work performed by Consultant pursuant to this Agreement is deemed privileged information received by Consultant in furtherance of its obligations in accordance with this Agreement and will be treated in full confidence and will not be revealed to any other person or association of any kind for any purpose whatsoever except in furtherance of this Agreement.

5. NO CO-PARTNERSHIP OR AGENCY

It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between the Parties hereto, or as constituting Consultant the general representative or agent of DA for any purpose whatsoever.

6. TERMINATION

DA reserves the right to terminate this agreement for any cause as determined by DA upon thirty (30) day written notice to Consultant. In the event this Agreement is so terminated, DA shall pay Consultant for work completed as of the date of termination.

7. NOTICE

All notices required to be given or made by Consultant to DA pursuant to this Agreement shall be given or made by hand delivery or by overnight national courier, such as Fed Ex or UPS, with next business day delivery to the following:

District Attorney of Allegheny County  
Room 303 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219

All notices required to be given or made by the DA to Consultant pursuant to this Agreement shall be given or made to Consultant at Consultant's address listed on page one hereof, or to such other place as Consultant may from time to time designate in writing.

8. COUNTY'S RIGHT TO AUDIT

Consultant shall maintain books, program and financial records, documents and other evidence pertaining to costs and expenses related to this Agreement in such detail as will properly reflect all costs of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature which County funding has been provided under the provisions of this Agreement. Consultant shall maintain such books, records, documents and other materials in accordance with Generally Accepted Accounting Principles, where applicable.\_

Consultant shall provide access, during normal business hours, to such books, program and financial records, documents and other evidence upon request of the DA, the County Manager, or the County Controller, and/or their designees, upon receipt of reasonable advance notice, either oral or written. Consultant's books, records, program and financial records, documents and other evidence pertaining to services provided under this Agreement shall be preserved and made available for a period of three (3) years following the termination of this Agreement. The DA, the County Manager or the County Controller and/or their designees may audit, examine, review, photocopy, and/or make excerpts or transcripts of any of Consultant's books, records, program and financial records, documents and other evidence. Any deficiencies noted in any audit reports or otherwise must be fully resolved by the Consultant, to the DA and County's sole satisfaction, within thirty (30) days after the Consultant's receipt of written notice of such deficiencies. Failure of the Consultant to comply with the provisions set forth in this paragraph may constitute a violation of this Agreement and, at the County's sole discretion, may result in the County withholding future payments.

9. HEADINGS

The headings of the several paragraphs of this agreement are inserted only as a matter of convenience and for reference, and they no way define, limit or describe the scope or intent of any provision of this agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

10. MISCELLANEOUS

10.1 Extension; Waiver. At any time prior to the end of the Term of this Agreement, the Parties hereto may (i) extend the time for the performance of any of the obligations or other acts of the other Party hereto, or (ii) waive compliance with any of the agreements or conditions contained herein. Any agreement on the part of any Party to any such extension or waiver shall be valid only if set forth in an

instrument in writing signed on behalf of such party. Except as provided in this Agreement, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any covenants or agreements contained in this Agreement. The waiver by a Party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

10.2 Amendment and Modification. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto.

10.3 Further Actions. Each of the parties hereto agrees that it will use its reasonable efforts to do all things reasonably necessary to consummate the transactions contemplated hereby.

10.4 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall constitute an original instrument and which counterparts together shall constitute the same instrument. The delivery by either Party to the other of a facsimile or other electronic copy of a signed counterpart shall have the same legally binding effect as the delivery of an original signed counterpart.

10.5 Governing Law; Jurisdiction; Venue. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict of law principles. All disputes arising out of, connected with, related to or incidental to the transactions contemplated by, or the relationship established between or among, the Parties hereto in connection with this Agreement, whether arising in contract, tort, equity or otherwise, shall be resolved by the Court of Common Pleas of Allegheny County, Commonwealth of Pennsylvania or the United States District Court for the Western District of Pennsylvania located in Allegheny County, Pennsylvania, and the Parties hereby consent and submit to the personal and subject matter jurisdiction of the Court of Common Pleas of Allegheny County, Commonwealth of Pennsylvania or the United States District Court for the Western District of Pennsylvania. The Parties irrevocably waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the laying of venue of any such action or proceeding in the Court of Common Pleas of Allegheny County, Commonwealth of Pennsylvania or the United States District Court for the Western District of Pennsylvania.

10.6 No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties to this Agreement any rights or remedies under this Agreement.

10.7 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions of this Agreement.


10.8 Successors and Assigns. The rights and obligations of Parties hereunder are assignable only with the prior written consent of the other Party. Subject to the foregoing, this Agreement inures to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

10.9 Recitals and Exhibits. The preamble and recitals of this Agreement as well as Exhibits attached hereto are incorporated into this Agreement and made a part hereof.

[SIGNATURE PAGE FOLLOWS NEXT]


IN WITNESS WHEREOF, this Agreement is duly executed as of the day and year first above written, by the authorized representatives of the Parties hereto, to be effective as of such date.

Consultant

  
By: Jeff Shaw

Title: COO

COUNTY OF ALLEGHENY

 11/28/23  
Jennifer Liptak

COUNTY MANAGER

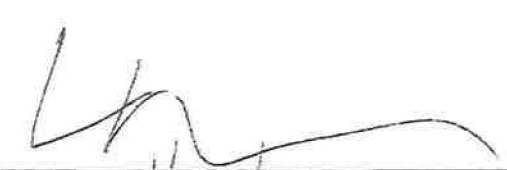
OFFICE OF DISTRICT ATTORNEY

  
Stephen A. Zappala, Jr.

DISTRICT ATTORNEY

APPROVED AS TO FORM:

  
County Solicitor

 11/27/2023  
Assistant County Solicitor

APPROVED:

EXECUTIVE ACTION NO.:

### **EXHIBIT A- DESCRIPTION OF SERVICES**

**For purposes of this Exhibit A, Client refers to DA and Cybercheck refers to Consultant**

#### **1.1. Licensing for Cybercheck Case**

The CLIENT is provided with a limited use license for Cybercheck Case during the Term as follows:

Subject to the terms and conditions of this Agreement, CLIENT is hereby granted a non-exclusive, non-transferable, non-sub licensable license during the Term (as defined below) to use Cybercheck Case made available by CYBERCHECK to CLIENT pursuant to this Agreement for the sole purpose of this Agreement. CLIENT's license rights to use Cybercheck Case are limited to those expressly granted by this Agreement. Any use of Cybercheck Case by CLIENT in violation of these terms shall be a breach of this Agreement.

#### **1. INTELLECTUAL PROPERTY RIGHTS**

Cybercheck Case is licensed and not sold; CYBERCHECK retains ownership of all right, title and interest in Cybercheck Case CYBERCHECK, or its licensors, own all intellectual property rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to Cybercheck Case and the underlying software and technology and all intellectual property rights related thereto.

#### **2. RESTRICTIONS**

CLIENT shall not use Cybercheck Case for any purpose other than what it is duly permitted and authorized to use for such purpose in identifying Indicators of Criminal Behavior (IOCB). CLIENT agrees and undertakes that it will not, either by itself or by anyone on its behalf:

- (1) Use Cybercheck Case and/or Services in order to violate third parties' right to privacy or other rights, or harvest or collect personally identifiable information about third parties without their express and informed consent;
- (2) Forward, publish or otherwise make available Cybercheck Case and/or Services in violation of the provisions of this Agreement, or without the prior written consent of CYBERCHECK;
- (3) Sell, rent, lease, sublicense, distribute, create partition, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, Cybercheck Case or Services;

- (4) Use Cybercheck Case or the Services for any illegal, unauthorized or other improper purposes;  
or
- (5) Otherwise violate any of the terms set forth under this Agreement.

[REDACTED]

[REDACTED]

[REDACTED]

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## EXHIBIT B

**For purposes of this Exhibit B, Client refers to DA and Cybercheck refers to Consultant**

License, Maintenance & Support, 10 Case Bundle	1	\$35,000
Cybercheck discount	1	(\$3,000)
Total (USD)		<b>\$32,000</b>

### 4 Out of Scope

#### 4.1 Virtual or On-Site Affidavit and Trial Specific Support

Affidavit and trial specific support provided by a Cybercheck representative who is duly qualified to testify is available at an additional cost.

- Court preparation, outside of initial legal case review, Q&A, and/or kickoff, will be charged at \$3000 per case fixed fee.
- Virtual court testimony is \$300 USD/hour and in-person court attendance is \$2500 USD/day for each day the representative is required to attend court. If the date scheduled to testify is moved while the representative is present at the court house additional attendance days will be applicable.

One additional day at half rate (\$1250) will be charged for travel time. Prior authorization from CLIENT is required for travel expenses. Travel expenses for reimbursement include, but are not limited to, accommodation, airfare, car rental, meals, and meterage.