



ISFCE Digital Evidence Handling Proficiency Testing Policy 7.0

The International Society of Forensic Computer Examiners is responsible for administering and regulating the ISFCE's Digital Evidence Handling Proficiency Testing program according to the following policy.

- 1.0 The ISFCE's Digital Evidence Handling Proficiency Testing is available for all who meet the training/experience qualifications and will remain reasonably priced and reasonably available to all who qualify.
- 2.0 When made aware of subscribers with unique proficiency testing needs, the ISFCE will make reasonable efforts to accommodate those groups as much as possible without compromising the effectiveness or integrity of the testing process.
- 3.0 All proficiency test subscribers must meet the same application and testing requirements. All must successfully complete the entire proficiency testing process unless advisement of limited scope preference.
- 4.0 Any work relating to the ISFCE Proficiency Testing program performed by a contracted resource will be directed through a current and signed contract between Raytheon Technologies and the contracting party clearly stating requirements of work and details on conflict avoidance concerning the work the contractor does for the ISFCE and any other work the contractor is engaged in.
- 5.0 Proficiency Testing Process
 - 5.1 Laboratories that register for and intend to sit for an upcoming proficiency test distribution must meet the following requirements and complete the testing process as it is stated below:
 - 5.1.1 All proficiency test subscribers must complete the Proficiency Testing Application and wait for approval from the ISFCE prior to continuing testing process.
 - 5.1.1.1 Submission of the Proficiency Testing Application requires review and agreement to the End User License Agreement (*Exhibit A*).
 - 5.1.1.2 Any questions regarding the subscriber's application and/or the sufficiency, accuracy and/or appropriateness of the subscriber's application information, will be returned to the applicant for clarification.
 - 5.1.1.3 The Proficiency Test Administrator will review all subscriber applications that do not otherwise immediately qualify for the proficiency testing.
 - 5.1.1.4 The Proficiency Test Administrator will ask any additional questions deemed necessary to clarify applicant's qualifications.
 - 5.1.1.5 Applicants will be advised of acceptance or denial of their application.



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- 5.1.2 When the application is complete and any questions answered applicants will then be advised of acceptance or denial of their application.
 - 5.1.2.1 If the application is rejected, reasons for rejection will be forwarded to the applicant. Upon rejection, the applicant must resubmit a new application in order to again seek acceptance.
 - 5.1.2.2 If the application is accepted, notice of approval will be forward to the applicant. This message will include instructions for purchasing a subscription to upcoming proficiency testing.
- 5.1.3 Applicants must provide acceptable payment for one or more desired proficiency test distributions. Acceptable payment methods include the following:
 - 5.1.3.1 Credit card processed via online shopping cart system or manually by ISFCE office
 - 5.1.3.2 Check mailed to ISFCE office
 - 5.1.3.3 EFT/ACH/Wire Transfer payment for both domestic and international customers
 - 5.1.3.4 Purchase order
- 5.1.4 Payment or documentation of intent (i.e. Purchase Order) must be received by the ISFCE office prior to proficiency test distribution.
- 5.2 After meeting the stated qualifications and completing the required documentation and payment, the applicant will be subscribed to the desired upcoming proficiency test distribution.
- 5.3 Upon registration, all subscriber information will be entered into the ISFCE database and retained indefinitely. All subscriber correspondence will also be stored electronically and retained indefinitely.
 - 5.3.1 All electronic record storage will be maintained in a secure office location and electronically backed up and stored on separate storage media at least monthly.
 - 5.3.2 Only ISFCE employees will have access to subscriber records and related proficiency test information including test assessments.
 - 5.3.3 All personnel that have access to such records will sign an agreement with the ISFCE stating they will maintain confidentiality of such records and disclose any potential conflict of interest regarding such records.
 - 5.3.4 All records will be password protected and reasonably protected from any unauthorized attempt to remove or alter.
- 5.4 The ISFCE Proficiency Test Administrator will forward thorough and concise information regarding the Proficiency Testing process to the subscriber in an email welcome message



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that will include details outlining the testing process, assignment of a unique subscriber identification number and submission upload links to complete the testing process.

- 5.5 On the date of distribution or a subscriber's purchase of subscription if already within a distribution period, the ISFCE Proficiency Test Administrator will forward an email providing detailed instructions for accessing the proficiency testing distribution package, the date of the test period closure and submission upload links to complete the testing process.
- 5.6 A Proficiency Test distribution will remain open for sixty (60) days from the date of initial distributions. The assessment process for all subscriber submissions will not begin until all expected submissions have been accounted for by the Proficiency Testing Administrator.
- 5.7 The Proficiency Test Distribution package will, at minimum, contain the following items:
 - 5.7.1 Informational document containing a fictional case scenario and detailed instructions for completing the proficiency test.
 - 5.7.2 Mock digital evidence in the form of a RAW media image file.
 - 5.7.3 Form document providing the subscriber a method of providing permission for external release of the subscriber's assessment results to an accrediting body.
 - 5.7.4 Optional form document providing fields for addressing the expected items that would typically be addressed within a subscriber's report submission.
- 5.8 Prior to the end date of the Proficiency Test distribution period, the subscriber will upload their report submission using a secure online drop box system hosted on the ISFCE's website. Subscribers are also permitted to submit reports in the form of an email attachment in the event of issues utilizing the preferred drop box system.
- 5.9 Notice of successful receipt of the subscriber's submission is sent via email from the Proficiency Test Administrator.
- 5.10 Following closure of the Proficiency Test distribution period, the assessment process is initiated. No further submissions will be accepted once this phase of the process has begun. Assigned values for a proficiency test will not be disclosed until the closure of a distribution. This policy is strictly adhered to in order to maintain confidence in the quality of the test and avoid the appearance of unfair advantage.
- 5.11 A series of subsequent reports will be created and distributed by the ISFCE Proficiency Test Administrator:
 - 5.11.1 Preliminary Subscriber Report
 - 5.11.1.1 Distributed to subscriber within thirty (30) days of test distribution period closure;
 - 5.11.1.2 Contains details on test manufacture and target values.
 - 5.11.2 Individual Subscriber Report



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- 5.11.2.1 Distributed to subscriber within ninety (90) days of test distribution period closure;
- 5.11.2.2 Contains details on test manufacture, target value, individual assessment results, and any assessor notes.
 - 5.11.2.2.1 Individual assessment results are represented as "Indicated" or "Not Indicated" with report submission.
- 5.11.3 Subscriber Summary Report
 - 5.11.3.1 Distributed within ninety (90) days of test distribution period closure;
 - 5.11.3.2 Contains details on test manufacture, target values, pre-distribution testing and compiled statistical results.
- 5.11.4 PRC Summary Report
 - 5.11.4.1 Distributed to accrediting body within ninety (90) days of test distribution period closure;
 - 5.11.4.2 Contains details on test manufacture, target values, pre-distribution testing, compiled statistical results, and individual subscriber assessment results;
 - 5.11.4.2.1 Only includes assessment results for 'external' subscribers that have approved release of their assessment results. All subscribers are advised of this limitation to 'internal' subscribers prior to purchasing a test subscription.
- 6.0 All ISFCE administration work, data entry, record retention, record storage, confidentiality efforts and correspondence policies related to the Digital Evidence Handling Proficiency Testing program will be followed and enforced per ISFCE guidelines.
- 7.0 All proficiency test subscribers that wish to appeal the assessment results of their report submission may do so according to this policy:
 - 7.1 All appeal requests must be filed with the Proficiency Test Administrator. The appeal request must be submitted written format, outlining specific concerns and reasons for the request.
 - 7.2 The request must include the name and contact information of the requestor.
 - 7.3 Appeal requests will normally be investigated by the Proficiency Test Administrator but may include the ISFCE Appeal Committee.
 - 7.4 The Proficiency Test Administrator will review any assessment results or other appeal made by a proficiency test subscribers and, when necessary will seek input from the test assessor as well as other assessors on the accuracy of the assessment and report findings.



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- 7.5 Appeal reassessment will be completed by the Proficiency Test Administrator or Appeal Committee representative within 10 business days of the appeal request.
- 7.6 The re-assessment results reported by the Proficiency Test Administrator or Appeal Committee will stand as the final assessment result for the requestor.



EXHIBIT A

End-User License Agreement

You must complete the registration form, read this End User License Agreement (“Agreement”) and select a checkbox in order to proceed.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By using the Raytheon Technologies (ISFCE) digital evidence handling proficiency test (the “Proficiency Test”), or by clicking “I Agree” on the button below, you signify your agreement to the terms of this Agreement, which constitutes a binding legal contract. If you do not agree to these terms, click “CANCEL” and DO NOT use the Proficiency Test.

If you do not agree to these terms of use, we will not provide the Proficiency Test and you will have no right to use it.

1. License.

Raytheon Technologies (ISFCE) hereby grants you a non-exclusive license to use the Test Materials (defined below) solely to administer the Proficiency Test one time to a single employee of yours (the “Test Taker”).

2. General.

All test materials, instructions, software, documentation and any content accessed through the ISFCE website, including the Proficiency Test you are about to download (collectively, the “Test Materials”) are protected by law, including copyright law. Raytheon Technologies and its affiliates (collectively, “Raytheon”, “ISFCE” or “we,” “us” or “our”) own all right, title and interest to the Test Materials. Except for the specific rights licensed to you in paragraph 1 above, ISFCE reserves all of its rights to the Test Materials.

3. Title Not Transferred.

This Agreement does not transfer to you title to the Test Materials or any intellectual property rights. ISFCE retains exclusive title to the Test Materials and all intellectual property rights therein.

4. Restrictions.

You will: (i) return Proficiency Test results using the Subscriber’s Response Form provided within 60 days of downloading. Test results are to be returned to ISFCE via electronic upload to the link provided with the Proficiency Test. You hereby authorize ISFCE to release the results of the Proficiency Test to the preferred accrediting body according to the ISFCE Digital Evidence Handling Proficiency Test Provider Program.

The ISFCE will maintain on-going compliance with all standards of the *Digital Evidence Handling Proficiency Test Provider Program*. This includes the performance of annual audits, management reviews, and subcontractor reviews. The ISFCE will provide each subscriber laboratory with a preliminary report for each test within 30 calendar days after the due date of the test. The preliminary report shall include the purpose of the test, a description of how the test was manufactured and when appropriate, the



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manufacturer's expected results. An individual report for each test will also be provided by the ISFCE to each accredited laboratory for each test within 90 calendar days after the due date of the test. The individual report shall include all of that participant's data and conclusions.

You may not (and you agree not to permit another person, including the Test Taker, to): (i) redistribute, sell or otherwise copy the Test Materials; (ii) modify, translate or create derivative works based on the Test Materials; (iii) attempt to decompile, reverse engineer or disassemble the Test Materials; (iv) remove any identification, copyright or other proprietary notices; or (v) cheat on the Proficiency Test. **WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE CONTENT OF THE TEST MATERIALS TO ANY OTHER computer OR LOCATION FOR REPRODUCTION OR REDISTRIBUTION IS PROHIBITED.**

5. Confidentiality.

You may not (and you agree not to permit another person, including the Test Taker, to) disclose the contents of the Proficiency Test except in administering the Proficiency Test to the Test Taker in accordance with this Agreement.

6. NO WARRANTY.

THE Test MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. ISFCE DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ISFCE OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OF ANY KIND. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO CERTAIN OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

7. Indemnification.

You hereby agree to indemnify, defend, and hold us and our affiliates and our respective officers, directors, owners, agents, information providers, affiliates and licensors (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable attorneys' fees) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement, your use and administration of the Proficiency Test, the completion or failure of the Test Taker, and any other matter associated with the operation of your business, including any action or omission giving rise to a claim by a third party. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

8. LIMITATION ON LIABILITY.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL WE BE LIABLE FOR ANY PERSONAL INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, UNDER ANY LEGAL THEORY (TORT,



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CONTRACT OR OTHERWISE), THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE Test MATERIALS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Proficiency Test, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Proficiency Test IN which CASE WE WILL REFUND TO YOU THE AMOUNTS YOU PAID TO USE FOR ANY UNUSED PROFICIENCY TEST WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU TO ISFCE FOR THE Proficiency Test OR \$_____, WHICHEVER IS [LESS].

The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

9. Termination.

This Agreement is effective until terminated by either party. We reserve the right, in our sole discretion, to terminate this Agreement at any time, for any reason. You may terminate this Agreement at any time by _____.

10. Assignment.

This Agreement and the Test Materials may not be assigned, sublicensed or transferred by you, by assignment, operation of law, change of control or otherwise, without ISFCE's prior written consent.

11. Miscellaneous.

This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any principles of conflicts of law. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

12. Arbitration.

Should any irresolvable dispute arise in connection with the interpretation or enforcement of this Agreement, the parties agree to submit the matter to binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association exclusively before an arbitrator in Nashville, Tennessee. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction. The arbitrator shall have the authority to award all costs, expenses, and reasonable legal fees to the victorious party in the arbitration or as otherwise determined by the arbitrator.

Please print a copy of this Agreement for your records.

I have reviewed and understand all 12 paragraphs of this Agreement and agree to be bound by them.