



A FORENSIC INVESTIGATIVE GENETIC GENEALOGY FIRM

TERMS OF SERVICE FOR AGENCIES

GenGenies specializes in and performs investigative genetic genealogy (“IGG”) services for investigating agencies (IA) such as law enforcement, medical examiners, or district attorneys. In analyzing the familial relationships surrounding an unknown DNA sample of a Suspect/Doe, the mission is to create a “Candidate Lead” which points to identify, if not *the person*, “Reference Testers” to direct the investigation’s next steps.

GenGenies operates in accordance with Department of Justice’s Forensic Genetic Genealogical DNA Analysis and Searching [Guidelines](#), if applicable, and the Terms of Service of [GEDmatch PRO](#), [FamilyTreeDNA](#), and [DNA Justice](#), all direct-to-consumer (“DTC”) public databases with opt-in users approving their DNA may be used for IA purposes. GenGenies may subcontract or communicate with other service providers including but not limited to laboratories, bioinformaticians, and private investigators as needed while preserving the privacy of all parties as agreed upon below.

1. We do not guarantee success or a timeline for any phase of a case. Lab schedules and results are beyond our control, furthermore, the availability of databases can change at any time. Our caseload, resources, and the specific nature of a case will dictate how quickly it proceeds.
2. Any identifications handed over to IA by GenGenies is considered a lead only. Final determination of a subject or candidate lead may be confirmed by direct STR DNA testing, STR comparison testing, or other official means performed by the agency or said custodian of the sample before verified identification is claimed.
3. Typically, there are three parties involved in the IGG solution of a case: The investigating agency, lab & IGG practitioner. GenGenies holds the position of IGG Practitioner, although we are capable of recommending an appropriate lab depending on sample size and condition and have basic know-how of sample treatment, transfer and choice. Upon request, we will be stewards of the sample throughout the lab process should the agency prefer this, however, stepping back from chain of custody is also in the sample’s best interest. Our involvement in the lab process is at the discretion of the agency.
4. The lab and/or IA are the administrators of the ‘Match Lists’ once the sample has been uploaded to the DTC database(s). They shall share and/or grant access to GenGenies for analysis and can rescind access at any time. GenGenies can facilitate the process of getting the DNA results properly uploaded to DTC sites for IGG analysis.



5. If applicable, once the DNA matches have been reviewed, we will provide you with an initial case impression to predict solvability and provide you with a quote to continue. This includes a fair, estimated amount of time it will take to make an impression on the case.
6. If GenGenies is paying for the sample's lab, bioinformatics and/or upload expenses, it is understood that GenGenies has the first right of refusal to work the IGG.
7. If there are any outside costs depending on an array of factors, any additional costs will be discussed with you prior to proceeding.
8. Investigative agencies will be assigned a case manager and depending on the professional initial assessment of a case and its solvability, between 2-4 Genies (practitioners) will be assigned for the number of hours paid for. This more than doubles efficacy in research, tree building, and connections, therefore, more accurate and timely leads.
9. GenGenies performs IGG analyzation services for the following specific purposes as outlined in the terms of services of the DTC databases:
 - a. To identify a perpetrator of a violent crime, where 'violent crime' is defined as murder, nonnegligent manslaughter, aggravated rape, robbery, or aggravated assault;
 - b. To identify unknown human remains; excluding fetal remains of any manner of death other than homicide and remains of stillborn children.
10. For cases of infant remains, a signed, separate additional agreement is required for us to move forward on the case acknowledging the following conditions apply:
 - a. The medical examiner has ruled the manner of death as homicide or there is evidence that a crime was committed resulting in the death of the infant being submitted to GenGenies for identification;
 - b. The infant being submitted to GenGenies for identification was not stillborn or preterm.
11. Unless otherwise requested in writing, we may contact matches on the level of a second cousin or more remote if their family trees are important to our research and we cannot construct them ourselves. If an important match appears to be closer than a second cousin, we will discuss with the investigating agency whether and how to contact them and who should make the contact, so as not to interfere with the overall investigation.
12. If the agency chooses to work with GenGenies, they will not work with any outside vendors performing the same IGG services on the same case simultaneously.
13. To terminate our agreement and/or work with another provider of IGG services, we expect to be informed prior to initiating work with the other party. We will issue an invoice for any costs incurred for reimbursement i.e. a donation made by GenGenies to cover the cost of extraction or upload to a database on behalf of the case. Once we receive payment, we will provide you with all the non-proprietary files and work products generated to date as we encourage others to solve the case if we cannot.



14. GenGenies will never share the name of a Subject, their family, names of their matches, names of the family members of their matches, our GEDmatch kit numbers, or any other information beyond what you approve for release to the media or inclusion in our publicly available information. All kits of subjects will be nicknamed within databases for privacy purposes.
15. GenGenies, like everyone else operating online, are susceptible to the same breaches possible to all users and will not be held responsible for such breaches should they occur. We will, however, do our best to preserve and honor all privacy matters of a case, instituting high security measures such as multi-factored authorization to protect any and all information communicated and gathered as a case progresses. The investigative agency may request a copy of our data-security/confidentiality policies and procedures at any time.
16. If we succeed in identifying the Subject of the investigation and the investigative agency decides to make a public announcement about the case, we ask, out of courtesy, for our assistance to be acknowledged in your announcement and coordinated with our team ahead of it.
17. GenGenies will hold insurances requested by IA to be in accordance with any and all of their rules and regulations. Errors & Omissions Insurance is in effect and proof will be provided upon request.

Please sign below to acknowledge and agree to the GenGenies Terms of Service.

Name of Agency

City, State

Signature – Agent or Representative

Date

Printed Name of Agent or Representative

Signature – GenGenies Representative

Date

Printed Name of GenGenies Representative

