



# Sacramento County District Attorney's Office

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## **MEMORANDUM OF UNDERSTANDING INVESTIGATIVE GENETIC GENEALOGY SEARCHING**

All parties consider it essential to establish investigative genetic genealogy (**IGG**) searching policies. The implementation of such policies and procedures will ensure **IGG** practices that are consistent and predictable resulting in the equitable investigation and prosecution of criminal cases. We recognize the dual goals of safeguarding the privacy of our citizens while upholding our obligation to seek justice and promote public safety. In doing so, the parties agree that nothing in this MOU authorizes the Investigating Agency or the Prosecuting Agency, to use **IGG** DNA data for purposes other than the identification of a suspect in an unsolved violent crime or to identify human remains.

A Memorandum of Understanding (MOU) regarding the request for an **IGG** search is hereby established between the following agencies:

1. Law Enforcement or Investigative Agency
2. Prosecuting Agency

The **IGG** search will be performed in an effort to identify the perpetrator in the Investigating Agency's case number \_\_\_\_\_. The relevant forensic unknown DNA profile derived from evidence associated with this case has been uploaded to the Combined DNA Index System (CODIS) and is identified by Laboratory Number \_\_\_\_\_ and CODIS Specimen Identification Number \_\_\_\_\_.

By signing this MOU, the Investigating Agency and the Prosecuting Agency agree to the following:

### **CRIME SCENE FORENSIC UNKNOWN**

1. The crime at issue is an unsolved, violent felony, and has critical public safety implications.
2. The Investigating Agency has pursued all other reasonable and viable investigative leads, including DNA profile comparisons to suspect reference samples, with negative results.
3. The Investigation has developed a forensic unknown STR DNA profile from the evidence attributable to the perpetrator in the case.

4. If a qualifying forensic unknown STR DNA profile exists, the Investigating Agency has requested that profile be uploaded into the California Department of Justice (DOJ) State DNA Index (SDIS) and National DNA Index (NDIS) and no hit has resulted from routine searches.
5. If a qualifying forensic unknown STR DNA profile exists, and, absent circumstances that may limit future testing capabilities or delay the investigation where the public safety risk is critical, the Investigating Agency should consider submitting a request for a Familial Search of that profile to DOJ.

### **IGG SEARCH**

6. If the forensic unknown STR DNA profile does not qualify for a CODIS upload, the Investigating Agency has consulted with the Prosecuting Agency and noted the reason why the forensic unknown STR DNA profile does not qualify for a CODIS upload in the case file.
7. The Investigating Agency has consulted with the Prosecuting Agency and both agencies agree that requesting an **IGG** search is an appropriate and necessary step in the development of investigative leads.
8. If the crime is solved while the **IGG** search is in progress, the **IGG** search will cease immediately.
9. The Investigating Agency agrees that no arrest will be made based solely on the identification of a potential suspect from an **IGG** search. The identification is an investigative lead only and must be confirmed by STR DNA testing through a legally obtained sample.
10. The Investigating Agency should consult with the Prosecuting Agency prior to obtaining any surreptitious sample from a potential suspect identified by an **IGG** search.
11. The Investigating Agency will consult with the Prosecuting Agency when it is necessary to obtain a DNA sample from an individual other than the potential suspect (e.g., an individual who has been determined to be genetically related to the potential suspect) to further the **IGG** search. Such samples shall be legally obtained, and in appropriate circumstances, the Investigating Agency shall obtain written informed consent from that individual.
12. The Prosecuting Agency should be consulted prior to seeking a Search Warrant based upon information obtained during an **IGG** search.
13. If an **IGG** search results in the identification of a potential suspect as an investigative lead, and STR DNA testing confirms the identity, the Investigating Agency will take all reasonable steps to pursue and complete the investigation and submit the case to the Prosecuting Agency for filing consideration in a timely manner.

14. No offender name obtained from an **IGG** search will be released until all parties to this MOU have conferred and agree that an arrest warrant is imminent and the case has been referred to the Prosecuting Agency for a filing decision, or in the case of a deceased offender, all parties agree that releasing the offender's name is appropriate.

### **IGG DATA**

15. The Investigating Agency and the Prosecuting Agency, shall only use any DNA data obtained for purposes of performing an **IGG** search for the identification of a suspect or to identify human remains and for no other purpose.
16. Once the Investigating Agency has identified a suspect as a result of an **IGG** search, and has confirmed that identification by STR DNA testing through a legally obtained sample, the Investigating Agency shall remove the crime scene forensic unknown DNA data file from all genealogy databases.
17. The Investigating Agency and the Prosecuting Agency both agree that they shall not authorize any laboratory, including but not limited to any DNA Typing Laboratory, to use any DNA data in violation of the terms of this MOU.
18. The Investigating Agency and the Prosecuting Agency both agree that they shall not authorize any DNA Typing Laboratory which develops DNA data for the purposes of assisting an Investigating Agency in performing an **IGG** search to sell, distribute, or otherwise use the DNA data for medical, health, pharmaceutical, or scientific research of any kind.

All parties to this MOU understand and agree to each of its provisions.

I certify that I am a duly authorized representative of the entity indicated below and have the authority to sign this MOU on behalf of my agency and obligate it accordingly.

FOR THE INVESTIGATING AGENCY:

\_\_\_\_\_  
Signature  
Name:  
Title:  
Agency:  
Date:

\_\_\_\_\_  
Date

FOR THE PROSECUTING AGENCY:

\_\_\_\_\_  
Signature  
Name:  
Title:  
Agency:

\_\_\_\_\_  
Date