

Information Exchange Agreement
Between

And

This agreement is between the _____
whose ORI is _____ is, hereinafter referred to as End User
Agency (EUA), and the _____
whose ORI is _____ hereinafter referred to as Service Provider
Agency (SPA).

The purpose of this agreement is to specify the standards and responsibilities of both the EUA and SPA and the use of the Criminal Justice Information in particular with regard to accessing the Arkansas Crime Information Center (ACIC), the National Crime Information Center (NCIC), and the National Law Enforcement Telecommunications System (NLETS). This agreement codifies the rules by which two parties engage in information sharing. This agreement establishes general duty-of-care over the other party's information, whether and how it can be further disseminated, penalties for violation, the laws governing the agreement, penalties for violations, and procedures for handling of shared information at the termination of the agreement.

The EUA agrees to abide by the ACIC System Regulations, as well as the FBI CJIS and the NLETS rules and regulations which are referenced and made part of this agreement. The EUA specifically agrees to abide by the CJIS Security Policy, as revised from time to time. If at anytime ACIC, NCIC/CJIS, NLETS security policies are found to be in conflict, the more stringent policy must be followed.

Definitions

1. **Administration of Criminal Justice** - means performing functions of investigation, apprehension, detention, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice also includes criminal identification activities and the collection, maintenance, and dissemination of criminal justice information.
2. **Criminal Justice Information (CJI)** – applies to information obtained from the ACIC System. This is the abstract term used to refer to all of the FBI CJIS provided data necessary for law enforcement agencies to perform their mission and enforce the laws, including but not limited to: biometric, identity history, person, organization, property (when accompanied by any personally identifiable information), and case/incident history data. In addition, CJI refers to the FBI CJIS-provided data

necessary for civil agencies to perform their mission; including, but not limited to data used to make hiring decisions. The following types of data are exempt from the protection levels required for CJI: transaction control type numbers (e.g. ORI, NIC, UCN, etc.) when not accompanied by information that reveals CJI or PII.

3. **Criminal Justice Officials** - means an employee, sworn or unsworn, of a criminal justice agency, performing the administration of criminal justice.
4. **Dissemination** – means providing information to another criminal justice agency outside the original receiving agency.
5. **Personal Data** – means information collected from an individual or a sources other than from the ACIC Systems.

Access and Use of Information

1. The EUA must provide a list of users to the SPA who are authorized to request and receive CJI. The EUA must immediately notify the SPA to update or remove users from the list who are no longer authorized to receive CJI.
2. Both the SPA and the EUA understand that the CJI does not belong to either agency. CJI may belong to ACIC, the State of Arkansas, other States or the FBI.
3. Both the SPA and the EUA understand that CJI cannot be released under a Freedom of Information Act request.
4. Both the SPA and the EUA understand the ACIC Systems and the information from it is restricted to criminal justice officials performing the administration of criminal justice or specifically authorized by law.
5. The EUA agrees that all use of CJI shall be in compliance with state and federal law, as well as ACIC and FBI CJIS polices and regulations.
6. The EUA understands that civil background checks cannot be conducted through the SPA. Civil background checks must be conducted through the Arkansas State Police ID Bureau unless otherwise specified by law.

Security

1. The EUA understands that the SPA has signed a System Service Agreement with ACIC for Direct Access to the ACIC Systems and Information which states the requirements of the SPA in having Direct Access to the ACIC Systems.
2. The EUA will secure areas where CJI is stored with lock and key. The EUA shall maintain an authorized list of people with access to the secured areas.
3. The EUA agrees that all security requirements defined by ACIC and FBI CJIS policies and regulations will be met.
4. The EUA agrees to limit access to CJI to its own employees and other governmental criminal justice officials with specific right and need to know.
Under no circumstances will non-criminal justice personnel or personnel not under management control of the EUA be allowed access to CJI.
5. Access may be granted to noncriminal justice governmental agencies and private contractors pursuant to a specific agreement for the purposes of providing services

for the administration of criminal justice. The agreement must comply with the CJIS Security Policy and must incorporate the FBI's Security Addendum. The agreement and any subsequent modifications to the agreement must be approved by ACIC prior to execution. The EUA must immediately provide ACIC with a copy of such agreement(s) along with an immediate notice and copy of any future amendments thereto.

6. The EUA agrees to access and use information from the ACIC Systems and the SPA for official criminal justice purposes only.
Non-authorized use of CJJ, under Arkansas Code 12-12-212 and 12-12-1002(b) may be a felony. Misuse of the ACIC System and the information obtained from it, may be a violation of other applicable state or federal laws.
7. Appropriate background investigations must be conducted on personnel with access to CJJ including submission of a completed applicant fingerprint card to the Arkansas State Police Identification Bureau. The EUA must conduct State and National fingerprint-based record checks prior to the initial employment or assignment for all personnel, appropriate IT personnel, vendors, and service providers having access to CJJ.
 - i. If a record of any kind is found, access will not be granted until the EUA chief official, or his /her designee, can review the matter to decide if access/employment is appropriate.
 - ii. If the background investigation reveals that the applicant has entered a plea of guilty, been found guilty or convicted of a crime which is a felony, access will not be granted to any form of CJJ. This requirement will be interpreted consistent with A.C.A § 16-90-902.
8. The EUA and the SPA must immediately notify ACIC of any misuse of the ACIC Systems or CJJ.
9. The EUA and the SPA will not email CJJ unless their system meets the requirements specified within the FBI CJIS Security Policy.
10. When CJJ is no longer needed, the EUA will destroy any hardcopy or electronic copy of CJJ according to the CJIS Security Policy. The EUA must have a Media Disposal Policy on file for review by ACIC Auditors.

Training

1. The EUA agrees to comply with all training requirements as specified by the ACIC Training Policy.
2. All EUA employees with access to areas where CJJ is stored must take the CJIS Security Training.
3. The EUA must contact ACIC Training section for access to the CJIS Security Training Portal for the ability to enter and configure staff for the required training and testing.

Dissemination of CJJ

1. The SPA will use the EUA's ORI when accessing the ACIC system on their behalf.

2. The SPA will provide access to the ACIC system and CJJ in a timely manner.
3. The EUA will document on an ACIC Criminal History Dissemination log if and when CJJ is provided to another law enforcement or criminal justice agency. As per ACIC regulations, the ACIC Criminal History Dissemination log must be maintained for a period of one year.

Quality Control

1. The EUA agrees to be responsible for the accuracy, completeness, and timeliness of all records provided to the SPA for entry in the NCIC Files.
2. The EUA agrees to assist the SPA with the validation of the EUA records entered into the NCIC Files.

Auditing

1. The SPA reserves the right to audit the EUA in order to inspect, review, and monitor all procedures established by the EUA dealing with CJJ.

Acknowledgment

We hereby acknowledge and agree to the duties, responsibilities and standards set forth in this document, as well as those documents included by reference, and will ensure that all applicable employees and support agencies and/or contractors will also have a full understanding of this agreement. We further acknowledge that a failure to comply with the conditions of this agreement may result in administrative sanctions or penalties of law. This Agreement will become effective when executed by both parties and shall remain in force until amended or replaced.

Signature (EAU)

Signature (SPA)

Printed Name and Title

Printed Name and Title

Date

Date