

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
AND
THE ILLINOIS OFFICE OF THE SECRETARY OF STATE
CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
ILLINOIS SECRETARY OF STATE PHOTO REPOSITORY

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the Illinois Office of the Secretary of State's (IOSS's) facial recognition (FR) photo repository. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the IOSS's FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the IOSS FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A. The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the IOSS-Department of Police (DP) will be the FACE Services Unit's Management team and its Management and Program Analysts.
- B. The IOSS POC is the Illinois General Counsel Office. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact IOSS-DP POC

III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534; Title 28, Code of Federal Regulations Section 0.85; Title 42, U.S.C. Section 3771; and Title 18, U.S.C. Chapter 123.
- B. The State of Illinois is authorized to share driver's license information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1).
- C. The IOSS enters into this MOU pursuant to Illinois state statutes (625 ILCS 5/2-123(f-5); 625 ILCS 5/6-110.1), and administrative code provisions (92 Illinois Administrative Code 1030.140).

IV. BACKGROUND INFORMATION

- A. General Information. The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e., FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the IOSS.
- B. The intent of this service is not to provide a positive identification, but to provide the FBI Agent with a valuable investigative lead and analysis to support that lead. The FBI will utilize the IOSS FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos, via Law Enforcement Online (LEO)-to-LEO e-mail, to the IOSS-DP for the purposes of comparing the probe photos with photos in the IOSS FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the one or two most-likely candidates, which will be provided to the requesting FBI contributor as an investigative lead.

3. If necessary, submit an IOSS form requesting additional information of the most likely candidates, such as name, address, and biographical data
4. Submit the photo(s) of the most-likely candidate(s) to be searched against the FBI Photo File in order to:
 - a. Locate any additional photos and associated arrest information relating to the "most likely" candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting agent as an investigative lead.

5. Store, in the FACE Services Work Log for record keeping purposes, photo images and text associated with the driver's license of the most-likely candidate to the probe. This will adhere to National Archive and Records Administration retention schedule. Access to the FACE Services Work Log is limited to FACE Services personnel and other authorized FBI personnel who access the log for audit and legal purposes.
6. Immediately destroy all other unused gallery photos and associated information.

B. The IOSS-DP will:

1. Apply for a LEO e-mail account through the LEO Operations Unit in order to provide electronic photos to the FACE Services Unit.
2. Within five business days of receipt, compare the FACE Services Unit-submitted probe photo against the IOSS FR photo repository. A photo gallery of a maximum of 25 potential matches will be returned to the FACE Services unit via LEO e-mail. The photo gallery will contain a Bio-ID number for each photo.
3. Ensure that only authorized IOSS-DP personnel will handle requests submitted by the FBI CJIS Division. Authorized IOSS-DP personnel refer to personnel who are currently trained to perform FR queries against the IOSS FR photo repository for law enforcement purposes. Names of these predetermined IOSS-DP personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit

establishing and maintaining communications contact with those IOSS-DP personnel who will be providing services to the FACE Services Unit. The names of this predetermined list will be reviewed and updated periodically to ensure new authorized employees are added to the list, and employees who are no longer authorized, will be removed from the list.

4. If requested by submission of an IOSS form, furnish the following information associated with the candidate's/candidates' driver's license in the response to the FACE Services Unit: drivers license or identification card number, name, date of birth, hair color, eye color, sex, height, and all address information.
5. After completing its response to the FACE Services Unit request, the IOSS DP will then, in a secure manner, immediately and permanently dispose of all FACE Services Unit supplied probe photos, along with the FACE Services Unit's image search requests.
6. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external IOSS systems, except as necessary to effectuate this agreement.
7. Process a maximum of 10 photo probes per week.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, IOSS-DP will comply with its own state's privacy laws.
- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant regarding information that was made available to them by the applicant.

- D. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches). Reports to IOSS shall be made to [redacted] Office of the General Counsel at 298 Howlett Building, Springfield, IL 62756 or [redacted]
- E. All transmissions of probes submitted by the FACE Services Unit to the IOSS-DP and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- F. The IOSS-DP will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.
- G. Both FBI requests and IOSS-DP responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions.
- H. All facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. Textual information can include biographic information such as: name, address, date of birth, height, weight, eye color, driver's license/personal identification number, and signature.
- I. Photo images of most-likely candidate will be retained by the FACE Services Unit in a secure log for record-keeping purposes. All others will be destroyed by the FACE Services Unit.
- J. The information and/or documents provided by IOSS-DP to the FACE Services Unit will contain PII about persons retained in the IOSS FR system. The FACE Services Unit will use this information for lawful/authorized purposes only
- K. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users, and members within each chain of command on a need to know the information basis and who have been properly instructed as to their duties and responsibilities under this MOU.
- L. Each party shall implement procedures to ensure that such equipment is located in specific non-public areas under their access control and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to use the equipment and from being viewed by individuals not authorized to see or have access to this information.

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VII. EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior

agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

5/10/12
Date

FOR THE ILLINOIS OFFICE OF THE SECRETARY OF STATE



Jesse White
Secretary of State
Illinois Office of the Secretary
of State

5/14/12
Date

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MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

AND

THE NEBRASKA DEPARTMENT OF MOTOR VEHICLES

**CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
NEBRASKA DEPARTMENT OF MOTOR VEHICLES
PHOTO REPOSITORY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the Nebraska Department of Motor Vehicles (DMV) facial recognition (FR) photo repository. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the Nebraska DMV's FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the Nebraska DMV FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A. The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the Nebraska DMV will be the FACE Services' Management Unit and its Management and Program Analysts.

Nebraska MOU.docx

- B. The mission of the Nebraska DMV is to promote public safety through education and regulation of drivers and motor vehicles, and to collect revenues that provide resources for state and local government operations.

For the purposes of this MOU, the Nebraska DMV POC is the Unit Chief, Nebraska DMV Fraud Unit. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact the Nebraska DMV POC [REDACTED]

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III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534; Title 28, Code of Federal Regulations Section 0.85; Title 42, U.S.C. Section 3771; and Title 18, U.S.C. Chapter 123.
- B. The State of Nebraska is authorized to share driver's license information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1).
- C. The Nebraska DMV enters into this MOU pursuant to Nebraska Revised Statute Section 60-2909.01 and Nebraska Revised Statute Section 60-484.02

IV. BACKGROUND INFORMATION

- A. General Information: The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e., FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). In this case, a probe photo is sent to the Nebraska DMV. The Nebraska DMV compares the probe photo to its database, and candidates produced as a result of the search are sent by the Nebraska DMV to the FACE Services Unit. The FACE Services Unit compares Nebraska DMV candidate list against the submitted probe in an effort to narrow down to the one or two most-likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the individual agency.
- B. Nebraska DMV -Specific: Once the Nebraska DMV has conducted an automated search of the probe against the photos in its FR photo repository, the Nebraska DMV will then provide the Driver's License or Personal Identification Card number along with a photo of the resulting candidate to the FACE Services Unit. The FACE Services Unit will review the information to

determine a likely candidate and then submit to the Nebraska DMV a Nebraska DMV-provided form requesting copies of the candidate's Driver's License or Personal Identification Card. The number of candidates produced as a result of these searches is dependent upon the searching threshold set by the Nebraska DMV.

- C. The intent of this service is not to provide a positive identification, but to provide the FBI Agent with a valuable investigative lead and analysis to support that lead. The FBI will utilize the Nebraska DMV FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos, via Law Enforcement Online (LEO)-to-LEO e-mail, to the Nebraska DMV for the purposes of comparing the probe photos with photos in the Nebraska DMV FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most-likely candidate.
3. Submit the photo(s) of the most-likely candidate(s) to be searched against the FBI Photo File in order to:
 - a. Locate any additional photos and associated arrest information relating to the "most likely" candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting agent as an investigative lead.

4. Store, in the FACE Services Work Log for record keeping purposes, photo images and text associated with the driver's license of the most-likely candidate to the probe. This will adhere to National Archive and Records Administration retention schedule. Access to the FACE Services Work Log is limited to FACE Services personnel and other authorized FBI personnel who access the log for audit and legal purposes.

5. Immediately destroy all other unused gallery photos and associated information.

B. The Nebraska DMV will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit-submitted probe photo against the Nebraska DMV FR photo repository.
3. Return electronic photos of all possible candidates to the FACE Services Unit via LEO e-mail.
4. Ensure that only authorized Nebraska DMV personnel will handle requests submitted by the FBI CJIS Division. Authorized Nebraska DMV personnel refer to personnel who are currently trained to perform FR queries against the Nebraska DMV FR photo repository for law enforcement purposes. Names of these predetermined Nebraska DMV personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those Nebraska DMV personnel who will be providing services to the FACE Services Unit.
5. Include all information associated with the candidate's/candidates' driver's license in the response to the FACE Services Unit, including information relating to all aliases.
6. Immediately and permanently destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO.
7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external Nebraska DMV systems.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, the Nebraska DMV will comply with its own state's privacy law, the Uniform Motor Vehicle Records Disclosure Act, Neb.Rev.Stat. 60-2901, et.seq. (UMVRDA) and Drivers Privacy Protection Act, 18 USC §2721, et.seq.

- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. The parties will review and make appropriate changes, if any, to their privacy compliance documents, including applicable Privacy Act system of records notices and/or privacy impact assessments, in advance of the implementation of this MOU to ensure that privacy risks are appropriately mitigated and the scope and routine uses of applicable system of records notices permit the collection, maintenance, and sharing of PII as set forth in this MOU.
- D. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- E. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- F. All transmissions of probes submitted by the FACE Services Unit to the Nebraska DMV and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- G. The Nebraska DMV will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.
- H. The Nebraska DMV will, through the aforementioned authorized LEO e-mail account, immediately e-mail positive and negative responses to the Face Services Unit via [REDACTED]. Both FBI requests and Nebraska DMV responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions. After completing its response to the FACE Services Unit request, the Nebraska DMV will then, in a secure manner, immediately and permanently dispose of the FACE Services Unit-supplied probe photo, along with the FACE Services Unit's image search request.

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- I. All hardcopy facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. All electronic facial images, including those saved on thumb drives, determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be deleted.
- J. Photo images of most-likely candidate will be retained by the FACE Services Unit in a log located in a secure folder on the FBINET Domain for record-keeping purposes. All others will be destroyed by the FACE Services Unit.
- K. The information and/or documents provided by Nebraska DMV to the FACE Services Unit will contain PII about persons retained in the Nebraska DMV FR system. The FACE Services Unit will use this information for lawful/authorized purposes only.
- L. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.
- M. Each party shall implement procedures to ensure that such equipment is located in a secure area and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to use the equipment and from being viewed by individuals not authorized to see or have access to this information.

VII. EFFECT OF THIS AGREEMENT


- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the United States (U.S.), or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

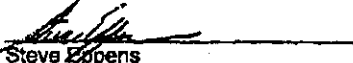
- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

6/28/12
Date

FOR THE NEBRASKA DEPARTMENT OF MOTOR VEHICLES


Steve Eppens
Unit Chief, Nebraska DMV Fraud Unit
Nebraska Department of Motor Vehicles

7-11-2012
Date


Beverly Meth
Director
Nebraska Department of Motor Vehicles

7/18/12
Date

**MEMORANDUM OF UNDERSTANDING
319X-HQ-A1487718-CJIS SERIAL 1060
BETWEEN**

**THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

AND

THE SOUTH CAROLINA STATE LAW ENFORCEMENT DIVISION

**CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
SOUTH CAROLINA DEPARTMENT OF MOTOR VEHICLE FACIAL
RECOGNITION DATABASE AND CRIMINAL (MUG SHOTS AND
PROBATION PHOTOS) FACIAL RECOGNITION DATABASE**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the South Carolina State Law Enforcement Division (SLED) facial recognition (FR) photo databases. These databases contain mug shots, probation photos, and South Carolina state driver license (DL) photos. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the South Carolina SLED's Department of Motor Vehicles (DMV) and Criminal FR photo databases and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches (candidates). These potential matches will be forwarded to the FBI, along with any associated information stored with the photo in the South Carolina SLED's DMV and Criminal FR systems. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A.** The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the South Carolina SLED will be the FACE Services Unit's management and its Management and Program Analysts.

- B. The primary mission of the SLED is to provide quality manpower and technical assistance to law enforcement agencies and to conduct investigations on behalf of the state as directed by the Governor and Attorney General. The South Carolina Information and Intelligence Center (SCIIIC), a unit of SLED, is a collaborative effort with law enforcement and multi-disciplinary partners to collect, analyze, and disseminate intelligence products to State, Local, and Federal Law Enforcement personnel and first responders of South Carolina with the goal of maximizing the ability to detect, prevent, and respond to criminal and terrorist activity. The SCIIIC is the officially designated Fusion Center for South Carolina. One of the services provided by the SCIIIC is the identification of unknown suspects from digital images, using facial recognition technology.
- C. For the purposes of this MOU, the South Carolina SLED SCIIIC POC is the Chief of the South Carolina SLED. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact the South Carolina SLED SCIIIC POC.

III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534, Title 28, Code of Federal Regulations Section 0.85, Title 42, U.S.C. Section 3771, and Title 18, U.S.C. Chapter 123.
- B. The State of South Carolina is authorized to share DL information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721(b)(1).
- C. The South Carolina SLED enters into this MOU pursuant to Section 56-1-3380, South Carolina Code of Laws, as amended, and pursuant to a MOU between the South Carolina DMV, established under Section 56-1-5, South Carolina Code of Laws, as amended, and SLED, established under Section 23-3-10 of the South Carolina Code of Laws, as amended, executed on July 30, 2011.

IV. BACKGROUND INFORMATION

- A. The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e. FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). The South Carolina SLED SCIIIC compares the probe photo to its databases, and candidates produced as a result of the searches are sent by the South

Carolina SLED SCIIC to the FACE Services Unit. The FACE Services Unit compares the South Carolina SLED SCIIC candidate photos against the submitted probe photo in an effort to narrow it down to the one or two most likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the individual agency.

B. The intent of this service is not to provide a positive identification, but to provide the FBI Special Agent with an investigative lead and analysis to support that lead. The FBI will utilize the South Carolina SLED DMV and Criminal FR photo databases to supplement information provided by existing FBI database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos via Law Enforcement Online (LEO) to LEO e-mail to the South Carolina SLED SCIIC for the purposes of comparing the probe photos with photos in the South Carolina SLED DMV and Criminal FR photo databases. The LEO is accredited and approved by the FBI for Sensitive but Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most likely candidate.
3. If necessary, request additional biographical information associated with each photo determined to be a most likely candidate via a secure email communication.
4. Submit the photo(s) of the most likely candidate(s) to be searched against the FBI's Next Generation Identification Interstate Photo System in order to:
 - a. Locate any additional photos and associated information relating to the most likely candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two

most-likely candidate photos, along with their associated information, will be provided to the requesting agent as an investigative lead.

5. Store photo images and text associated with the DL of the most-likely candidate(s) to the probe in the FBI case management system for record-keeping purposes.
6. Immediately destroy all other gallery photos and associated information.

B. The South Carolina SLED SCIC will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit submitted probe photo against the South Carolina SLED DMV and Criminal FR photo databases.
3. Return electronic photos and driver's license number and/or personal identification card number of all possible candidates to the FACE Services Unit via LEO e-mail.
4. Upon request, return additional biographical information associated with each photo determined to be a most-likely candidate.
5. Ensure that only authorized South Carolina SLED SCIC personnel will handle requests submitted by the FBI CJIS Division. Authorized South Carolina SLED SCIC personnel refers to personnel who are currently trained to perform FR queries against the South Carolina SLED DMV and Criminal FR photo databases for law enforcement purposes. Names of these predetermined South Carolina SLED SCIC personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those South Carolina SLED SCIC personnel who will be providing services to the FACE Services Unit.
6. Immediately and permanently destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO. The SLED SCIC will document the request in its Request and Case Management System to include date assigned, requestor, requesting agency, assigned to, services provided, date completed, and feedback.
7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external South Carolina SLED systems except as necessary to effectuate this agreement.

8. Prohibit the sharing and/or dissemination of any information associated with FBI FACE Services' requests beyond the authorized South Carolina SLED personnel.

VI. PRIVACY AND SECURITY

- A. The information involved in this MOU may identify U.S. persons whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, the South Carolina SLED will comply with its own state's privacy laws.
- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- D. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- E. All transmissions of probe photos submitted by the FACE Services Unit to the South Carolina SLED SCIC and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- F. The South Carolina SLED SCIC will ensure user accounts and authorities granted to its personnel are maintained in a current and secure 'need-to-know' status.
- G. Both FBI requests and South Carolina SLED SCIC responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions.
- H. All hardcopy facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. All electronic facial images, including those saved on thumb drives, determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be deleted.

- I. Photo images of the most-likely candidates will be retained by the FACE Services Unit in the FBI's case management system for record-keeping purposes. All others will be destroyed by the FACE Services Unit.
- J. The information and/or documents provided by South Carolina SLED SCIC to the FACE Services Unit will contain PII about persons retained in the South Carolina SLED DMV and Criminal FR systems. The FACE Services Unit will use this information for lawful/authorized purposes only.
- K. Each party shall be responsible for the safeguarding of any equipment used by it to access records, and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.
- L. Each party shall implement procedures to ensure that such equipment is located in a secure area, and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to see or have access to this information.

VII. EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the U.S., or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.

- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

4/4/13
Date

FOR THE SOUTH CAROLINA LAW ENFORCEMENT DIVISION



Mark Keel
Chief
South Carolina State Law
Enforcement Division

4/8/13
Date

**MEMORANDUM OF UNDERSTANDING
319-HQ-A-1487718 CJIS SERIAL 1062
BETWEEN**

**THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

AND

THE UTAH DEPARTMENT OF PUBLIC SAFETY

**CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
UTAH DEPARTMENT OF PUBLIC SAFETY PHOTO REPOSITORY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the Utah Department of Public Safety (DPS) facial recognition (FR) photo repository, which contains mug shots, corrections photos and drivers' license (DL) photos. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the Utah DPS's FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the Utah DPS FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A. The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the Utah DPS will be the FACE Services' Management Unit and its Management and Program Analysts.
- B. The Utah DPS provides a variety of public safety services such as law enforcement, communications, criminal identification, regulatory licensing,

criminal and arson investigation, forensic analysis, training, safety education and emergency management. For the purposes of this MOU, the Utah DPS POC is the Commissioner of the Utah DPS. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact the Utah DPS POC Major [redacted]

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III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534; Title 28, Code of Federal Regulations Section 0.85, Title 42, U.S.C. Section 3771; and Title 18, U.S.C. Chapter 123.
- B. The State of Utah is authorized to share DL information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1).
- C. The Utah DPS enters into this MOU pursuant to the Governmental Records Access and Management Act, Utah Code Ann. 63G-2-206.

IV. BACKGROUND INFORMATION

- A. The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e., FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). In this case, a probe photo is sent to the Utah DPS. The Utah DPS compares the probe photo to its database, and candidates produced as a result of the search are sent by the Utah DPS to the FACE Services Unit. The FACE Services Unit compares Utah DPS candidate list against the submitted probe in an effort to narrow down to the one or two most likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the individual agency.
- B. The intent of this service is not to provide a positive identification, but to provide the FBI Special Agent with an investigative lead and analysis to support that lead. The FBI will utilize the Utah DPS FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos, via Law Enforcement Online (LEO) to-LEO e-mail, to the Utah DPS for the purposes of comparing the probe photos with photos in the Utah DPS FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most-likely candidate.
3. If necessary, request additional biographical information associated with each photo determined to be a most-likely candidate via a secure email communication.
4. Submit the photo(s) of the most-likely candidate(s) to be searched against the Next Generation Identification Interstate Photo System in order to:
 - a. Locate any additional photos and associated information relating to the "most likely" candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting FBI Special Agent as an investigative lead.

5. Store photo images and text associated with the DL of the most-likely candidate(s) to the probe in the FBI case management system for record keeping purposes.
6. Immediately destroy all other gallery photos and associated information.

B. The Utah DPS will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit-submitted probe photo against the Utah DPS FR photo repository.
3. Return electronic photos of all possible candidates to the FACE Services Unit via LEO e-mail.
4. Upon request, return additional biographical information associated with each photo determined to be a most-likely candidate.
5. Ensure that only authorized Utah DPS personnel will handle requests submitted by the FBI CJIS Division. Authorized Utah DPS personnel refer to personnel who are currently trained to perform FR queries against the Utah DPS FR photo repository for law enforcement purposes. Names of these predetermined Utah DPS personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those Utah DPS personnel who will be providing services to the FACE Services Unit.
6. Destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO.
7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external Utah DPS systems except as necessary to effectuate this agreement.
8. Prohibit the sharing and/or dissemination of any information associated with FBI FACE Services requests beyond the authorized Utah DPS personnel unless required by Utah state law. If sharing or dissemination is required, the Utah DPS will notify FBI FACE Services Unit as soon as possible and before the release of the information.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify U.S. persons, whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, the Utah DPS will comply with its own state's privacy laws.

- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- D. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- E. All transmissions of probes submitted by the FACE Services Unit to the Utah DPS and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- F. The Utah DPS will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.
- G. Both FBI requests and Utah DPS responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions.
- H. All hardcopy facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. All electronic facial images, including those saved on thumb drives, determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be deleted.
- I. Photo images of the most-likely candidate will be retained by the FACE Services Unit in the FBI case management system. All others will be destroyed by the FACE Services Unit.
- J. The information and/or documents provided by Utah DPS to the FACE Services Unit will contain PII about persons retained in the Utah DPS FR system. The FACE Services Unit will use this information for lawful/authorized purposes only.
- K. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.

- L. Each party shall implement procedures to ensure that such equipment is located in a secure area and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to use the equipment and from being viewed by individuals not authorized to see or have access to this information.

VII. EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the U.S., or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

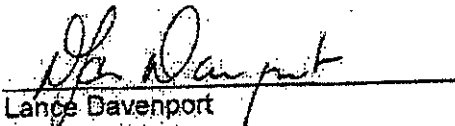
FOR THE FEDERAL BUREAU OF INVESTIGATION



David Guthbertson
Assistant Director
Criminal Justice Information
Services Division

3/22/13
Date

FOR THE UTAH DEPARTMENT OF PUBLIC SAFETY



Lance Davenport
Commissioner
Utah Department of Public Safety

01 April 13
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

AND

THE NORTH CAROLINA DIVISION OF MOTOR VEHICLES

**CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
NORTH CAROLINA DIVISION OF MOTOR VEHICLES PHOTO REPOSITORY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the North Carolina Division of Motor Vehicles (DMV) facial recognition (FR) photo repository. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the North Carolina DMV's FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the North Carolina DMV FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A. The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the North Carolina DMV will be the FACE Services' Management Unit and its Management and Program Analysts.**
- B. The mission of the DMV License and Theft Bureau is to enforce all State and Federal laws; which regulate motor vehicle operations, sales, inspection**

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maintenance and auto theft, and conduct investigations that prevent frauds, impositions, and other abuses upon the citizens of the state of North Carolina.

For the purposes of this MOU, the North Carolina DMV POC is the Chief of the Fraud/Investigations Unit. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact the North Carolina DMV POC

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III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534; Title 28, Code of Federal Regulations Section 0.85; Title 42, U.S.C. Section 3771; and Title 18, U.S.C. Chapter 123.
- B. The State of North Carolina is authorized to share driver's license information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1).
- C. The North Carolina DMV enters into this MOU pursuant to North Carolina Law NC General Statute § 20-43 (a)(b).

IV. BACKGROUND INFORMATION

- A. General Information: The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e., FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). In this case, a probe photo is sent to the North Carolina DMV. The North Carolina DMV compares the probe photo to its database, and candidates produced as a result of the search are sent by the North Carolina DMV to the FACE Services Unit. The FACE Services Unit compares North Carolina DMV candidate list against the submitted probe in an effort to narrow down to the one or two most-likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the individual agency.
- B. North Carolina DMV -Specific: Once the North Carolina DMV has conducted an automated search of the probe against the photos in its FR photo repository, the North Carolina DMV will then provide the Driver's License or Personal Identification Card number along with a photo of the resulting candidate to the FACE Services Unit. The FACE Services Unit will review the information to determine a likely candidate and then submit to the North

Carolina DMV a North Carolina DMV-provided form requesting copies of the candidate's Driver's License or Personal Identification Card. The number of candidates produced as a result of these searches is dependent upon the searching threshold set by the North Carolina DMV.

- C. The intent of this service is not to provide a positive identification, but to provide the FBI Agent with a valuable investigative lead and analysis to support that lead. The FBI will utilize the North Carolina DMV FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos, via Law Enforcement Online (LEO)-to-LEO e-mail, to the North Carolina DMV for the purposes of comparing the probe photos with photos in the North Carolina DMV FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most-likely candidate.
3. Submit the photo(s) of the most-likely candidate(s) to be searched against the FBI Photo File in order to:
 - a. Locate any additional photos and associated arrest information relating to the "most likely" candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting agent as an investigative lead.

4. Store, in the FACE Services Work Log for record keeping purposes, photo images and text associated with the driver's license of the most-likely candidate to the probe. This will adhere to National Archive and Records Administration retention schedule. Access to the FACE Services Work Log is limited to FACE Services personnel and other authorized FBI personnel who access the log for audit and legal purposes.

5. Immediately destroy all other unused gallery photos and associated information.

B. The North Carolina DMV will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit-submitted probe photo against the North Carolina DMV FR photo repository.
3. Immediately and permanently return electronic photos of all possible candidates to the FACE Services Unit via LEO e-mail.
4. Ensure that only authorized North Carolina DMV personnel will handle requests submitted by the FBI CJIS Division. Authorized North Carolina DMV personnel refer to personnel who are currently trained to perform FR queries against the North Carolina DMV FR photo repository for law enforcement purposes. Names of these predetermined North Carolina DMV personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those North Carolina DMV personnel who will be providing services to the FACE Services Unit. The North Carolina DMV, through its authorized personnel, will conduct queries of the North Carolina DMV FR photo repository using the FACE Services-supplied probe image.
5. Include all information associated with the candidate's/candidates' driver's license in the response to the FACE Services Unit, including information relating to all aliases.
6. Immediately and permanently destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO.
7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external North Carolina DMV systems.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify United States persons, whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the

provisions thereof. Conversely, the North Carolina DMV will comply with its own state's privacy laws.

- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. The parties will review and make appropriate changes, if any, to their privacy compliance documents, including applicable Privacy Act system of records notices and/or privacy impact assessments, in advance of the implementation of this MOU to ensure that privacy risks are appropriately mitigated and the scope and routine uses of applicable system of records notices permit the collection, maintenance, and sharing of PII as set forth in this MOU.
- D. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- E. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- F. All transmissions of probes submitted by the FACE Services Unit to the North Carolina DMV and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- G. The North Carolina DMV will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.
- H. The North Carolina DMV will, through the aforementioned authorized LEO e-mail account, immediately e-mail positive and negative responses to the Face Services Unit via [REDACTED] Both FBI requests and North Carolina DMV responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions. After completing its response to the FACE Services Unit request, the North Carolina DMV will then, in a secure manner, immediately and permanently dispose of the FACE Services Unit-supplied probe photo, along with the FACE Services Unit's image search request.

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- I. All hardcopy facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. Hardcopy facial images include facial images printed on paper, digitally captured on a Compact Disc, or digitally captured on a Digital Video Disc. Textual information can include biographic information such as: name, address, date of birth, height, weight, eye color, driver's license/personal identification number, and signature. All electronic facial images, including those saved on thumb drives, determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be deleted.
- J. Photo images of most-likely candidate will be retained by the FACE Services Unit in a log located in a secure folder on the FBINET Domain for record-keeping purposes. All others will be destroyed by the FACE Services Unit.

VII. EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.

- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.
- F. The information and/or documents provided by North Carolina DMV to the FACE Services Unit will contain PII about persons retained in the North Carolina DMV FR system. The FACE Services Unit will use this information for lawful/authorized purposes only. This material will be provided by North Carolina DMV at no cost to the FBI.
- G. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.
- H. Each party shall implement procedures to ensure that such equipment is located in a secure area and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to use the equipment and from being viewed by individuals not authorized to see or have access to this information.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.


FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

6/12/12
Date

FOR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION



M.D. Robertson
Commissioner
Division of Motor Vehicles

7-9-12
Date

**MEMORANDUM OF UNDERSTANDING
319X-HQ-A1487718-CJIS SERIAL 1017
BETWEEN**

**THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

AND

THE DELAWARE DIVISION OF MOTOR VEHICLES

**CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
DELAWARE DIVISION OF MOTOR VEHICLES PHOTO REPOSITORY**

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the Delaware Division of Motor Vehicles (DMV) facial recognition (FR) photo repository. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the Delaware DMV's FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the Delaware DMV FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

- A.** The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the Delaware DMV will be the FACE Services' Management Unit and its Management and Program Analysts.
- B.** The Delaware DMV is responsible for a variety of services to the general public. The division is spread across the state in four separate facilities with a facility residing in both Kent and Sussex Counties and two facilities in New

Castle County. The division is responsible for collecting over \$256 million in revenues annually for the Transportation Trust Fund. This revenue is generated by the hard work and dedication of approximately 320 full-time and part-time employees and an operating budget of \$17 million."

"The division monitors and processes over 850,000 registered vehicles and over 630,000 licensed drivers. The four main areas of responsibility of the DMV include Vehicle Services, Driver Services, Transportation Services and Toll Services."

For the purposes of this MOU, the Delaware DMV POC is the Chief of the Fraud/Investigations Unit. For certain day-to-day operations of the activities described by this MOU, the FACE Services Unit will contact the Delaware DMV POC Kenneth Shock.

III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534; Title 28, Code of Federal Regulations Section 0.85; Title 42, U.S.C. Section 3771; and Title 18, U.S.C. Chapter 123.
- B. The State of Delaware is authorized to share driver's license information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1).
- C. The Delaware DMV enters into this MOU pursuant to Delaware Law Title 21 Section 305 (b) (1)

IV. BACKGROUND INFORMATION

- A. General Information: The FACE Services Unit provides a facial recognition service in which FBI Special Agents, or other authorized FBI personnel, submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e., FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). In this case, a probe photo is sent to the Delaware DMV. The Delaware DMV compares the probe photo to its database, and candidates produced as a result of the search are sent by the Delaware DMV to the FACE Services Unit. The FACE Services Unit compares Delaware DMV candidate list against the submitted probe in an effort to narrow down to the one or two most-likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of

these searches is dependent upon the searching threshold set by the individual agency.

- B. **Delaware DMV -Specific:** Once the Delaware DMV has conducted an automated search of the probe against the photos in its FR photo repository, the Delaware DMV will then provide the Driver's License or Personal Identification Card number along with a photo of the resulting candidate to the FACE Services Unit. The FACE Services Unit will review the information to determine a likely candidate and then submit to the Delaware DMV a Delaware DMV-provided form requesting copies of the candidate's Driver's License or Personal Identification Card. The number of candidates produced as a result of these searches is dependent upon the searching threshold set by the Delaware DMV.
- C. The intent of this service is not to provide a positive identification, but to provide the FBI Agent with a valuable investigative lead and analysis to support that lead. The FBI will utilize the Delaware DMV FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos, via Law Enforcement Online (LEO)-to-LEO e-mail, to the Delaware DMV for the purposes of comparing the probe photos with photos in the Delaware DMV FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most-likely candidate.
3. Submit the photo(s) of the most-likely candidate(s) to be searched against the FBI Photo File in order to:
 - a. Locate any additional photos and associated arrest information relating to the "most likely" candidate(s).
 - b. Identify additional potential candidates and associated information

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting agent as an investigative lead.

4. Store, in the FACE Services Work Log for record keeping purposes, photo images and text associated with the driver's license of the most-likely candidate to the probe. This will adhere to National Archive and Records Administration retention schedule. Access to the FACE Services Work Log is limited to FACE Services personnel and other authorized FBI personnel who access the log for audit and legal purposes.
5. Immediately destroy all other unused gallery photos and associated information.

B. The Delaware DMV will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit-submitted probe photo against the Delaware DMV FR photo repository.
3. Immediately and permanently return electronic photos of all possible candidates to the FACE Services Unit via LEO e-mail.
4. Ensure that only authorized Delaware DMV personnel will handle requests submitted by the FBI CJIS Division. Authorized Delaware DMV personnel refer to personnel who are currently trained to perform FR queries against the Delaware DMV FR photo repository for law enforcement purposes. Names of these predetermined Delaware DMV personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those Delaware DMV personnel who will be providing services to the FACE Services Unit. The Delaware DMV, through its authorized personnel, will conduct queries of the Delaware DMV FR photo repository using the FACE Services-supplied probe image.
5. Include all information associated with the candidate's/candidates' driver's license in the response to the FACE Services Unit, including information relating to all aliases.
6. Immediately and permanently destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO.

7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external Delaware DMV systems.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify United States persons, whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, the Delaware DMV will comply with its own state's privacy laws.
- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. The parties will review and make appropriate changes, if any, to their privacy compliance documents, including applicable Privacy Act system of records notices and/or privacy impact assessments, in advance of the implementation of this MOU to ensure that privacy risks are appropriately mitigated and the scope and routine uses of applicable system of records notices permit the collection, maintenance, and sharing of PII as set forth in this MOU.
- D. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- E. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- F. All transmissions of probes submitted by the FACE Services Unit to the Delaware DMV and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- G. The Delaware DMV will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.

- H. The Delaware DMV will, through the aforementioned authorized LEO e-mail account, immediately e-mail positive and negative responses to the Face Services Unit via [REDACTED]. Both FBI requests and Delaware DMV responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions. After completing its response to the FACE Services Unit request, the Delaware DMV will then, in a secure manner, immediately and permanently dispose of the FACE Services Unit-supplied probe photo, along with the FACE Services Unit's image search request.
- I. All hardcopy facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be disposed via confidential trash. Hardcopy facial images include facial images printed on paper, digitally captured on a Compact Disc, or digitally captured on a Digital Video Disc. Textual information can include biographic information such as: name, address, date of birth, height, weight, eye color, driver's license/personal identification number, and signature. All electronic facial images, including those saved on thumb drives, determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be deleted.
- J. Photo images of most-likely candidate will be retained by the FACE Services Unit in a log located in a secure folder on the FBINET Domain for record-keeping purposes. All others will be destroyed by the FACE Services Unit.

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VII. EFFECT OF THIS AGREEMENT

- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.
- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.
- F. The information and/or documents provided by Delaware DMV to the FACE Services Unit will contain PII about persons retained in the Delaware DMV FR system. The FACE Services Unit will use this information for lawful/authorized purposes only. This material will be provided by Delaware DMV at no cost to the FBI.
- G. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.
- H. Each party shall implement procedures to ensure that such equipment is located in a secure area and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to use the equipment and from being viewed by individuals not authorized to see or have access to this information.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

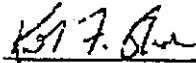
FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

5/14/12
Date

FOR THE DELAWARE DIVISION OF MOTOR VEHICLES



Kenneth Shock
Chief of the Fraud/Investigations Unit
Delaware Division of Motor Vehicles

5/21/12
Date

MEMORANDUM OF UNDERSTANDING
319X-HQ-A1487718-CJIS SERIAL 1009
BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION

AND

THE TEXAS DEPARTMENT OF PUBLIC SAFETY

CONCERNING THE SEARCH OF PROBE PHOTOS AGAINST THE
TEXAS DEPARTMENT OF PUBLIC SAFETY PHOTO REPOSITORY

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to document the agreed responsibilities and functions of the Parties with respect to conducting searches of the Texas Department of Public Safety (TXDPS) facial recognition (FR) photo repository, which contains TX driver's license (DL) photos. These searches will be performed for the purpose of comparing FBI Facial Analysis, Comparison, and Evaluation (FACE) Services Unit probe photos against photos housed in the TXDPS FR photo repository and obtaining information that will advance active FBI investigations, apprehend wanted fugitives or known or suspected terrorists, and locate missing persons nationwide. A probe photo refers to the photo of the subject of an active FBI investigation that is submitted for search against a photo repository. The anticipated result of that search will be a photo gallery of potential matches. These potential matches (candidates) will be forwarded to the FBI, along with any associated information stored with the photo in the TXDPS FR system. The FBI FACE Services Unit will then perform comparisons of the candidate photo(s) against the probe photo(s) to determine their value as investigative leads.

II. PARTIES

A. The FBI, Criminal Justice Information Services (CJIS) Division, Biometric Services Section (BSS), FACE Services Unit provides investigative support to FBI field offices and headquarters divisions. The CJIS Division, through its Assistant Director, is the FBI's point of contact (POC) for this MOU. For certain day-to-day operations of the activities described by this MOU, the FBI's POC with the TXDPS will be the FACE Services Management Unit and its Management and Program Analysts.

B. The TXDPS, Driver License Division, License and Record Service, Record Verification Section provides facial recognition analysis and support for TXDPS Driver License Division, and law enforcement agencies both local and

outside the state of Texas. The License and Record Service Manager, is the TXDPS's POC for this MOU. For certain day-to-day operations of the activities described by this MOU, the TXDPS's POC with FBI/FACES Services will be the Record Verification Section and its Supervisor.

III. AUTHORITIES

- A. The FBI enters into this MOU pursuant to Title 28, United States Code (U.S.C.) Sections 533 and 534, Title 28, Code of Federal Regulations Section 0.85, Title 42, U.S.C. Section 3771, and Title 18, U.S.C. Chapter 123.
- B. The State of Texas is authorized to share DL information with the FBI for authorized law enforcement purposes pursuant to Title 18, U.S.C. Section 2721 (b)(1), Texas Transportation Code Chapter 730, and Sec. 521.059.
- C. The TXDPS enters into this MOU pursuant to the Texas State Law that provides authority to use DL photos for law enforcement purposes for an official purpose as stated under Texas Transportation Code 730.007.

IV. BACKGROUND INFORMATION

- A. The FACE Services Unit provides a facial recognition service in which FBI Special Agents or other authorized FBI personnel submit to the FBI CJIS Division a photo of the subject of an active FBI investigation. These probe photos are compared to photographs in databases authorized for use by the FBI (i.e. FR databases maintained by state motor vehicle departments/agencies, law enforcement, or other government agencies). The TXDPS compares the probe photo to its database, and candidates produced as a result of the search are sent by the TXDPS to the FACE Services Unit. The FACE Services Unit compares TXDPS candidate lists against the submitted probe in an effort to narrow it down to the one or two most likely candidates. These candidates are then provided to the requesting FBI contributor for use as an investigative lead. The number of candidates produced and provided to the FACE Services Unit as a result of these searches is dependent upon the searching threshold set by the individual agency.
- B. The intent of this service is not to provide a positive identification, but to provide the FBI Special Agent with an investigative lead and analysis to support that lead. The FBI will utilize the TXDPS FR photo repository to supplement information provided by existing FBI photo database searches.

V. SPECIFIC RESPONSIBILITIES

A. The FBI will:

1. Submit probe photos via Law Enforcement Online (LEO)-to-LEO e-mail to the TXDPS for the purposes of comparing the probe photos with photos in the TXDPS FR photo repository. The LEO is accredited and approved by the FBI for Sensitive-but-Unclassified law enforcement information.
2. Manually analyze, compare, and evaluate the returned candidate photo gallery against the probe photo to determine the most-likely candidate.
3. If necessary, request additional biographical information associated with each photo determined to be a most-likely candidate via a secure email communication.
4. Provide TXDPS up to eight (8) e-mail accounts for users to return requested information to FBI CJIS Division.
5. Submit the photo(s) of the most-likely candidate(s) to be searched against the Next Generation Identification Interstate Photo System in order to:
 - a. Locate any additional photos and associated arrest information related to the most-likely candidate(s).
 - b. Identify additional potential candidates and associated information.

The results of this search will be compared and analyzed against the original probe photo(s). Once the analysis is complete, the one or two most-likely candidate photos, along with their associated information, will be provided to the requesting FBI Special Agent as an investigative lead.

6. Store photo images and text associated with the DL of the most-likely candidate(s) to the probe in the FBI case management system for record keeping purposes.
7. Immediately destroy all other gallery photos and associated information.

B. The TXDPS will:

1. Apply for a LEO e-mail account through the LEO Operations Unit.
2. Compare the FACE Services Unit-submitted probe photo against the TXDPS FR photo repository.
3. Return electronic photos, DL number or personal identification card number, and/or number of the document that is associated with the actual card of all possible candidates to the FACE Services Unit via LEO e-mail in a timely and prompt manner.
4. Upon request, return additional biographical information associated with each photo determined to be a most-likely candidate.
5. Ensure that only authorized TXDPS personnel will handle requests submitted by the FBI CJIS Division. Authorized TXDPS personnel refer to personnel who are currently trained to perform FR queries against the TXDPS FR photo repository for law enforcement purposes. Names of these predetermined TXDPS personnel will be submitted to the FBI CJIS Division for the purpose of the FACE Services Unit establishing and maintaining communications contact with those TXDPS personnel who will be providing services to the FACE Services Unit. The TXDPS, through its authorized personnel, will conduct queries of the TXDPS FR photo repository using the FACE Services-supplied probe image.
6. Destroy all probe photo images, and any associated data submitted from the FACE Services Unit, once the search has been completed and the response has been sent to the FACE Services Unit via LEO.
7. Ensure that photos received from the FACE Services Unit will not be electronically transmitted by any internal or external TXDPS systems except as necessary to effectuate this agreement.
8. Prohibit the sharing and/or dissemination of any information associated with the FBI FACE Services' requests beyond the authorized TXDPS personnel unless required by Texas State Law. If sharing or dissemination is required, the TXDPS will notify FBI FACE Services Unit as soon as possible and before the release of the information.

VI. PRIVACY AND SECURITY

- A. The information involved in the MOU may identify U. S. persons whose information is protected by the Privacy Act of 1974. The FBI will ensure that all such information will be handled lawfully pursuant to the provisions thereof. Conversely, the TXDPS will comply with its own state's privacy laws.
- B. For purposes of this MOU, Personally Identifiable Information (PII) is defined as information which can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, mother's maiden name, and photographs, fingerprints, and other biometrics.
- C. Each party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
- D. Each party will immediately report to the other party each instance in which information received from the other party is used, disclosed, or accessed in an unauthorized manner (including any information losses or breaches).
- E. All transmissions of probes submitted by the FACE Services Unit to the TXDPS and responses returned to the FACE Services Unit will be made through a LEO-to-LEO e-mail connection.
- F. The TXDPS will ensure user accounts and authorities granted to its personnel are maintained in a current and secure "need-to-know" status.
- G. Both FBI requests and TXDPS responses will contain PII, and LEO e-mail is approved and authorized to ensure security of information contained in these transmissions.
- H. All facial images determined by the FACE Services Unit not to be a most-likely candidate, along with all associated textual information, will be immediately and permanently disposed via confidential trash. Textual information can include biographic information such as: name, address, date of birth, height, weight, eye color, DL/personal identification number, and signature.
- I. Photo images of the most-likely candidate will be retained by the FACE Services Unit in the FBI case management system for record-keeping purposes. All others will be destroyed by the FACE Services Unit.

- J. The information and/or documents provided by TXDPS to the FACE Services Unit will contain PII about persons retained in the TXDPS FR system. The FACE Services Unit will use this information for lawful/authorized purposes only.
- K. Each party shall be responsible for the safeguarding of any equipment used by it to access records and shall limit access to authorized users with a need to know the information and who have been properly instructed as to their duties and responsibilities under this MOU.
- L. Each party shall implement procedures to ensure that such equipment is located in specific non-public areas under their access control, and to prevent information, including any printed copies of records, from being viewed by individuals not authorized to see or have access to this information. A physically secure location is a facility, or an area, a room, or a group of rooms within a facility, with both the physical and personnel security controls sufficient to protect criminal justice information and associated information systems.

VII. EFFECT OF THIS AGREEMENT

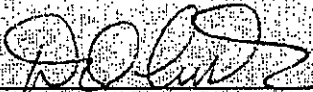
- A. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise against any of the parties, their parent agencies, the U.S., or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.
- B. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties of the matters described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.
- C. This MOU does not constitute an agreement for any party to assume or waive any liability or claim under any applicable law.
- D. Each party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing party, and that information is only made available to the receiving party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing party.

- E. Each party will provide appropriate training regarding the responsibilities under this MOU to individuals whose information-sharing activities are covered by the provisions of this MOU.

VIII. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- A. This agreement shall be effective when executed by all of the parties and will continue in effect until terminated. This agreement may be modified at any time by written consent of all parties.
- B. This MOU may be terminated, with respect to any party, at any time upon written notice of withdrawal to all other parties. Any party desiring to withdraw from this MOU will endeavor to provide such written notification to all parties at least thirty (30) days prior to withdrawal. This MOU will be reviewed annually to ensure that the terms remain current, complete, and relevant.
- C. This MOU, in eight distinct sections, is the exclusive statement of the parties with respect to its subject matter and supersedes any and all prior agreement, negotiations, representations, and/or proposals, written or verbal, relating to its subject matter.

FOR THE FEDERAL BUREAU OF INVESTIGATION



David Cuthbertson
Assistant Director
Criminal Justice Information
Services Division

3/22/13
Date

FOR THE TEXAS DEPARTMENT OF PUBLIC SAFETY



Cheryl MacBride
Deputy Director Services
Texas Department of Public Safety

3/20/13
Date