

Memorandum of Understanding Between
The Iowa Department of Transportation Motor Vehicle Division, The Nebraska
Department of Motor Vehicles, and The Illinois Secretary of State
Driver Services Department
On Multi State Facial Recognition Searches

03-15-16

The State of Iowa, Department of Transportation, Motor Vehicle Division, the State of Nebraska, Department of Motor Vehicles, and the Illinois Secretary of State, Driver Services Department hereinafter, the "Parties", acknowledge that:

- The Parties are responsible for fully identifying each applicant for a driver license and identification card to ensure the goal of one person/one identity/one license;
- The Parties are required under 49 C.F.R. Part 383 of FMCSA Regulations to "prohibit a commercial motor vehicle driver from having more than one commercial motor vehicle driver's license";
- The Parties utilize facial recognition technology to ensure an applicant does not hold a DL/ID in their state under another identity, to help confirm and protect individual identities, to prevent fraud, and to help save lives;
- The Parties currently do not have the capability to verify or cross search facial images in multiple states, which would help prevent nefarious individuals from obtaining CDL's in different or assumed name.
- The Parties are interested in searching facial recognition databases across jurisdictional boundaries to reduce applicant fraud in connection with CDL issuance.

The Parties have agreed as follows:

Article 1-Problem Definition

1. Fraudsters cross state lines to obtain credentials to avoid child support obligations, carry out criminal activities related to identity theft, bank and credit fraud, and/or insurance fraud, illegally obtain licenses in cases where their license had been revoked for OWI or other reasons, illegally obtain multiple licenses to avoid loss of driving privileges, and facilitate terrorism.
2. Identity fraud across state lines using altered or different identities is still pervasive, and states are challenged to address this type of fraud.
3. There is a high public safety risk from those who commit fraud to obtain CDL's, especially those that have been revoked or suspended, and those transporting hazardous materials.

Article 2-Purpose and Scope

1. The Parties have an interest in performing cross jurisdictional facial recognition searches and have asked their vendor, MorphoTrust USA to develop and implement a program

between the states, giving each the opportunity to execute and evaluate the processes, procedures, and protocols necessary for them to conduct cross jurisdictional facial recognition searches.

2. The Parties have an interest in mutual support and collaboration between investigators when potential fraud cases are identified.
3. This MOU may be expanded in the future to include other States that utilize facial recognition technology and would benefit from cross-jurisdiction facial searching to reduce fraud and save lives.
4. The images and data provided from one Party to another Party State under this agreement shall be used solely for the purposes set forth in this agreement and shall not be disclosed to a third party except for use in a criminal prosecution.

Article 3-Benefits

1. The following are the benefits to be realized by each State for successful program implementation:
 - a. Improved Highway Safety
 - b. Increased Integrity of Licensing Process
 - c. Reduced Fraud and Identity Theft
 - d. Improved Agency Perception
 - e. Enhanced Case Development/Prosecution
 - f. Cost Containment/Reduction
 - g. Future Revenue Opportunities

Article 4-Execution Steps

1. The attached Proposal from MorphoTrust USA outlines the program plan, system requirements, development, testing, and integration and is incorporated herein as Exhibit 1.
2. The Parties will provide technical support to assist MorphoTrust USA in the execution of this program.
3. Iowa State University In-Trans Office will coordinate data collection in collaboration with the Parties and provide evaluation and analysis of the project. Parties will cooperate with In-Trans for providing data collection in compliance with privacy laws.

Article 5-Methodology/Approach

Each State will pull images and biographical information for CDL applicants in their State and run it against the entire image database of all Parties.

1. The State receiving the request shall return to the inquiring State a folio of potential matches for adjudication.

2. The initiating State shall adjudicate potential matches and shall notify the other State of outcomes for each potential match.
3. Parties shall collaborate to optimize the processes, procedures, and protocols necessary to adjudicate matches from the other jurisdictions.

Article 6-Funding

1. The Iowa Department of Transportation has secured grant FM-CDL-0216-15-01-00 through the Federal Motor Carrier Safety Administration to provide payment for the costs for participating States to make the necessary connections to participate in his program. The total amount of this grant is \$2,215,000.00 (Two million two hundred fifteen thousand dollars).
2. Costs incurred by MorphoTrust USA for this project will be billed to the Iowa Department of Transportation as provided for in the Proposal from MorphTrust USA. Iowa Department of Transportation will pay said costs with the funds obtained through grant FM-CDL-0216-15-01-00. In no event shall Iowa Department of Transportation be liable or responsible for payment of any costs in excess of the total grant amount of \$2,215,000.00 (Two million two hundred fifteen thousand dollars).
3. It is understood and acknowledged by the Parties that they shall provide the necessary internal resources to fulfill their responsibilities for this project as specified in the MorphoTrust USA Proposal. The State of Nebraska, Department of Motor Vehicles, and the Illinois Secretary of State, Driver Services Department both understand and acknowledge that Iowa Department of Transportation is the recipient of grant FM-CDL-0216-15-01-00 and that as recipient, Iowa Department of Transportation is responsible for compliance with the terms and conditions of said grant agreement. The State of Nebraska, Department of Motor Vehicles, and the Illinois Secretary of State, Driver Services Department have reviewed the grant agreement (FM-CDL-0216-15-01-00) and both agree to cooperate and assist Iowa Department of Transportation in any way necessary to allow Iowa Department of Transportation to fully comply with the terms and conditions of said agreement and both agree that such cooperation and assistance is a requirement of their continued participation in this program.
4. Maintenance of the system and project is provided for the first year of operation. Parties are responsible for maintenance of the system after the conclusion of the project.

Article 7-Timeline

1. The timeline for this project is outlined in the MorphoTrust USA Proposal, attached as Exhibit 1. Any changes to Exhibit 1 must be approved by all Parties.

Article 8-Length of Agreement and Removal of Party

1. Any party may remove itself from this agreement by giving 30 days written notice of intention to do so to the other parties. Such removal has no effect on the agreement between the remaining parties.
2. This agreement shall remain in force until the Parties mutually decide to end it.

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

State of Iowa, Department of Transportation, Motor Vehicle Division

Maryann, Director, Motor Vehicle Division 3/13/16
Authorized Signature and Title Date

State of Nebraska, Department of Motor Vehicles

Shonda K. Loh, Director, NE Dept of Motor Vehicles 3/17/16
Authorized Signature and Title Date

State of Illinois, Secretary of State's Office, Driver Services Department

Michael J. Meyer, Director of IL SOS Driver Services 3/22/16
Authorized Signature and Title Date

LEGAL REVIEW COMPLETED

Date 3/16/16

Signature J. Boyler