

Memorandum of Understanding
MOU-001-MPT

BETWEEN THE
The Iowa Department of Transportation
AND
The Iowa Department of Public Safety

PARTIES: THIS AGREEMENT is made and entered into on the date of signing between the Iowa Department of Transportation (hereinafter "DOT") and the Iowa Department of Public Safety (hereinafter "DPS").

PURPOSE: The purpose of this Agreement is to (1) effectuate the funding of an upgrade to the existing DOT Facial Recognition System, as detailed in MorphoTrust USA's Quotation Reference Number FQ20130531MRPH02, dated 09/30/2013, and (2) post-upgrade, to enable file-sharing of the DOT Facial Recognition System, specifically the enhanced MorphoTrust USA's Biometric Identification Product, between DOT and DPS.

AGREEMENT ADMINISTRATORS:

Director Paul Steier of the DOT Bureau of Investigation and Identity Protection is the Authorized State Official for this Agreement. The Authorized State Official must approve any changes in the terms or conditions of this Agreement. Negotiations concerning this Agreement should be referred to the above-named person at 515-237-3280 or paul.steier@dot.iowa.gov.

Special Agent in Charge Terry Cowman of the Iowa Department of Public Safety has been designated by the Recipient as Agreement Coordinator. This individual is responsible for all administrative matters of this agreement, including compliance. Negotiations concerning this Agreement should be referred to the above-named person at 515-725-6037 or cowman@dps.state.ia.us.

FUNDING: DPS agrees to assume exclusive financial responsibility for all costs surrounding this upgrade to DOT's Facial Recognition System, as detailed above, without expectation of contribution by or remuneration from DOT.

DURATION: Subject to the provisions discussed below in "Modification and Termination," and not to exceed the completion date of this contract (no. PC00891), this Agreement shall remain in effect for two (2) years from the effective date or until modified or terminated as provided in this Agreement, whichever occurs first. This Agreement may be extended for an additional period of two (2) years by written agreement signed by the authorized representatives for the parties.

LIMITATIONS ON USE: DPS agrees to use the motor vehicle record information subject to and in accordance with the limitations of all applicable state and Federal laws, including the DPPA, 18 U.S.C. §§2721-25, and Iowa Code §321.11.

PROTECTION OF DATA: DPS agrees to employ any and all security measures as are reasonably necessary to protect the illegal or unauthorized access to or redisclosure of any data and/or information that DPS (including its agents and employees) comes to possess as a result of this Agreement. DPS agrees not to sell, assign, or otherwise transfer or disclose any data or information obtained or received pursuant to this Agreement except for purposes expressly permitted under the DPAA and Iowa Code §321.11. Transfer means dissemination by written, audio, or electronic means.

MAINTENANCE OF DATA: DOT acknowledges and agrees that it will exclusively maintain both the file-sharing service and the data associated therewith.

RECORD KEEPING: DPS agrees to keep a record for five (5) years of all persons to whom any information obtained under this Agreement is redisclosed in accordance with the preceding paragraph, and consistent with all statutory limitations found therein, which shall also include the purpose for which the information is to be used by any such third party. DPS assumes full responsibility for assuring record maintenance and protection, including determining the methods used for record keeping and the sufficiency of such methods under all applicable state and Federal law. DPS agrees to make such records available to DOT upon request.

NOTIFICATION AND COOPERATION: In the event of any breach of law or security involving personal information, including breach by any third party, DPS agrees it will immediately notify DOT upon discovery and will fully cooperate with DOT to investigate the issue(s) and take all corrective action required by DOT.

LIABILITY: To the extent permitted by Iowa law, DPS acknowledges and agrees that it will be responsible for all damages from any claims arising out of its access to or use of the data and/or information obtained under this Agreement, including but not limited to: the redisclosure of any data and/or information obtained in connection with this Agreement, whether authorized or unauthorized, while the data and/or information is under DPS control; any claim that DPS failed to provide adequate security for and/or administrative control over the data/information, including claims regarding password security; any breach of this Agreement; and any claim that DPS, or a third-party that obtained the data from DPS, otherwise violated the DPAA and/or Iowa Code §321.11, all the extent permitted by applicable state and Federal law.

DISCLAIMER OF WARRANTY: With respect to information available under this file-sharing agreement, DPS accepts and acknowledges that neither the Iowa Department of Transportation nor any of its employees, agents, officers, or assignees makes any warranty, express or implied, including the warranties of merchantability and fitness for a particular purpose as to the motor vehicle record information, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data or information.

MODIFICATION AND TERMINATION: This Agreement can be modified or amended by the mutual assent of both parties only. This Agreement may be terminated by either party with a thirty (30) day written notice, except in the case of DPS' misuse, misappropriation, or unlawful

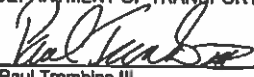
dissemination of data and/or information obtained under this Agreement, in the event of which DOT reserves the right to immediately terminate this Agreement.


This AGREEMENT is effective on the date of execution of the last signatory hereto.

IOWA DEPARTMENT OF TRANSPORTATION

IOWA DEPARTMENT OF PUBLIC SAFETY

BY:


Paul Trombino III
Director


Larry L. Noble
Commissioner

DATE:

2/4/2013

2/4/13

Addendum to Memorandum of Understanding
MOU-001-MPT
BETWEEN THE
The Iowa Department of Transportation
AND
The Iowa Department of Public Safety

The Iowa Department of Transportation (hereinafter "DOT") and the Iowa Department of Public Safety (hereinafter "DPS") agree to extend and modify the Memorandum of Understanding between DOT and DPS, signed by DPS Commissioner Larry L. Noble on January 22, 2014, and by DOT Director Paul Trombino III on February 4, 2014, as follows:

1. Under "PURPOSE", the following language shall be deleted "(1) effectuate the funding of an upgrade to the existing DOT Facial Recognition System, as detailed in MorphoTrust USA's Quotation Reference number FQ20130531MRPH02, dated 09/30/2013, and (2) post-upgrade,"
2. The entire paragraph entitled "FUNDING" shall be modified to state: DOT shall be responsible for the cost of maintenance of the existing DOT Facial Recognition System associated with the primary vendor, MorphoTrust USA. DPS shall be responsible for the costs associated with their licensing and maintenance of a Face Examiners Workstation. The DOT will provide DPS an invoice for all such costs as billed from the primary vendor, MorphoTrust USA. If DPS desires any further upgrades, DPS agrees they shall coordinate such upgrades with the DOT. any agency upgrades for DPS Facial Recognition Systems through DOT and agreed upon project funding. Before any such upgrades can be made, the parties must reach an agreement as to the funding thereof.
3. The entire paragraph entitled "DURATION" shall be deleted, and in its place the following shall be inserted: "Subject to the provision discussed below in "Modification and Termination," this Agreement shall remain in effect for a period of five years from the effective date until modified or terminated as provided in this Agreement."

All of the remaining provisions of the Memorandum of Understanding not modified hereby shall remain in full force and effect.

IOWA DEPARTMENT OF TRANSPORTATION

BY: 
Paul Trombino III
Director

DATE: 7/15/2016

IOWA DEPARTMENT OF PUBLIC SAFETY

BY: 
Roxann Ryan
Commissioner

DATE: 7-11-2016