

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MARYLAND DEPARTMENT OF
PUBLIC SAFETY AND CORRECTIONAL SERVICES AND
DEPARTMENT OF TRANSPORTATION- MARYLAND MOTOR VEHICLE ADMINISTRATION

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into by and between the Maryland Department of Public Safety and Correctional Services (DPSCS) and Department of Transportation- Maryland Motor Vehicle Administration (MDOT-MVA); hereinafter collectively referred to as "Parties".

II. PURPOSE AND SCOPE

a. Purpose

The purpose of this MOU is to improve public safety and foster interoperability amongst State agencies and stakeholders by providing digital photographic images transmitted from MDOT-MVA to DPSCS for use by DPSCS with facial recognition software for law enforcement purposes.

b. Controlling Regulations and Laws

Each Party understands that the provisions of this Memorandum are subject to the laws and regulations of the United States and the State of Maryland.

c. No Rights Created

This agreement does not, and shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

d. Liability

Each Party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under applicable federal, and Maryland State laws. No participant agrees to insure, defend, or indemnify any other.

III. RESPONSIBILITIES

- a. The Parties agree that their responsibilities are to create an appropriate interface between MDOT-MVA and DPSCS to provide DPSCS Staff with the agreed upon digital photos.**

- b. The Parties agree to the future sharing of additional data provided that:
 - 1. A formal request from DPSCS to MDOT-MVA is made; and
 - 2. Legal approval to share the data has been obtained.
- c. DPSCS shall ensure the security and confidentiality of MDOT-MVA's digital photographic images, which must be maintained throughout the life of this partnership in accordance with the signed MVA's Driver Privacy Protection Act Agreement (DPPA) (Attached), the MDOT security policy, any MVA specific Information Security policies, and the National Institute of Standards and Technology (NIST) Security Standard.
- d. Upon reasonable written notice, MDOT-MVA may suspend furnishing the stored data described in this MOU whenever a reasonable determination has been made that any term of this MOU or related rule, procedure, or policy has been violated or reasonably appears to have been violated.
- e. In consideration for the release of said data, DPSCS agrees that it shall use such information only for the purposes for which it has requested such information as indicated in Section II.

VI. POINTS OF CONTACT - Points of contact for operating under this MOU are as follows:

a. Department of Public Safety and Correctional Services Contact

Ronald C. Brothers
Chief Information Officer
6776 Reisterstown Road
Ste. 209
Baltimore, MD 21215
(410) 585-3812 (Office)
rbrothers@dpsc.state.md.us

b. Department of Transportation-Motor Vehicle Administration Contact

Al Short
Chief Information Officer
6601 Ritchie Highway
Glen Burnie, MD 21062
(410) 787-7788
ashort@mva.maryland.gov

VII. EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION

This MOU is effective upon signing by the last participant(s) and shall remain in effect from the latest signature date unless modified or terminated. This MOU may be modified at any time by written consent of all participants, and may be terminated by either Party upon 60 days advance written notice by the terminating Party to the remaining Party. Additionally, both Parties agree to provide in writing the reasons for termination and agree to meet during the interim period for the purpose of the renegotiations or modification of the Agreement.

VIII. SPECIAL TERMS AND CONDITIONS

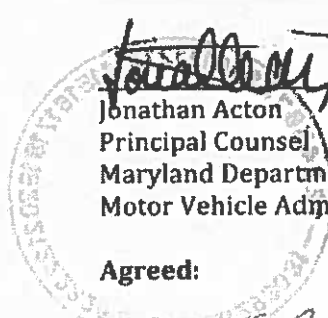
- a. This MOU will be reviewed annually and may be revised and/or amended by mutual consent by all Parties.
- b. The MOU will be effective immediately upon the signature of designated MDOT-MVA representatives. (see below)
- c. The terms and conditions of this Memorandum constitute the full and complete agreement between the Parties. No other verbal or written agreement shall, in any way, vary or alter any provision of this Memorandum unless all Parties consent to vary or alter the provision in a signed writing.

IX. RATIFICATION

This Agreement has been approved for legal form and sufficiency.

Stuart M. Nathan March 22, 2011
Date
Stuart M. Nathan
Principal Counsel
Maryland Department of Public Safety
And Correctional Services

Jonathan Acton 22 March 2011
Date
Jonathan Acton
Principal Counsel
Maryland Department of Transportation
Motor Vehicle Administration



Agreed:
Ronald C. Brothers 3/22/11
Date
Ronald C. Brothers
Chief Information Officer
Maryland Department of
Public Safety and Correctional Services

Al Short 23 Mar 2011
Date
Al Short
Chief Information Officer
Maryland Department of Transportation
Motor Vehicle Administration

Gary D. Maynard 4/12/11
Date
Gary D. Maynard
Secretary
Maryland Department of Public Safety
And Correctional Services

John Kuo March 23, 2011
Date
John Kuo
Administrator
Maryland Department of Transportation
Motor Vehicle Administration