

MEMORANDUM OF UNDERSTANDING
Between the
NEBRASKA STATE PATROL
and the
NEBRASKA DEPARTMENT OF MOTOR VEHICLES

I. Parties

This Memorandum of Understanding (MOU) is an agreement between the Nebraska State Patrol (NSP), and the Department of Motor Vehicles (DMV), hereinafter the Parties. The purpose of this MOU is to specify the terms and conditions for NSP access to and use of the Facial Recognition System (FRS), NSP access to and use of individuals' images and signatures stored as part of FRS, and NSP access to licensing examination histories and social security numbers stored for DMV's internal use as part of the Traffic Safety Information System (TSI) for carrying out the functions of the NSP.

II. Purpose

This MOU is intended to enhance the Identity Theft Task Force Working Relationship between the NSP and the DMV Driver and Vehicle Records Division established to assist those individuals who are victims of identity theft and to educate all Nebraska law enforcement agencies in areas dealing with identity theft. Authorized employees of the NSP and the DMV will carry out the requirements of the MOU.

III. Legal Authority

The statutes provided for in this MOU include, but are not limited to, the following:
Nebraska Revised Statute § 60-484.02; Uniform Motor Vehicle Records Disclosure Act,
Nebraska Revised Statutes §60-2901 through 60-2912.

This MOU shall be interpreted to incorporate any amendments to the above statutes by the Nebraska Legislature as may be applicable during the term of the MOU.

III. Implementation

A. The NSP:

1. Agrees to restrict the access to the DMV FRS images and signatures to four analysts assigned directly to the Nebraska Information Analysis Center (NIAC) of NSP and to provide the DMV with the name, address, and contact information for these analysts. Access to and use of images and signatures of individuals stored in DMV databases shall be used solely to carry out the purposes of this MOU as assigned by the DMV to NSP pursuant to the terms and conditions of this MOU. Any access, disclosure, or use of any image or signature for any other purpose beyond the terms and conditions of this MOU is prohibited and shall be considered a breach of the MOU.
2. Agrees to restrict the access to individuals' licensing examination histories and social security numbers to a single analyst assigned to the Auto Fraud Division of NSP and to

provide the DMV with the name, address, and contact information for this analyst. This analyst may only access and use licensing examination histories and social security numbers for the sole purpose of identity theft case investigation pursuant to the terms and conditions of this MOU. Use for any other cases is prohibited. Any access, disclosure, or use of an individual's licensing examination history or social security number for any other purpose beyond the terms and conditions of this MOU shall be considered a breach of the MOU.

3. Agrees to make no facial recognition comparison request except for a case being investigated and /or prosecuted in a criminal manner.
4. Understands that the FRS results provided by the DMV are to assist in furthering an ongoing investigation or criminal matter and cannot be used as the sole reason for arrest.
5. Agrees to adhere to the requirements of Neb.Rev. Stat. §60-484.02 and §60-2901 through 60-2912 and agrees that no employee, contractor, or agent of NSP shall allow disclosure of images and signatures except to federal, state or local law enforcement agencies or a certified law enforcement officer employed in an investigative position by a federal state, or local agency for the purpose of carrying out the functions of the agency or assisting another agency in carrying out its functions or as otherwise may be authorized by action of the Nebraska Legislature.
6. Agrees that NSP will not allow any disclosure or access to any individuals' licensing examination histories or social security numbers except for the specific purpose of furthering an investigation or criminal matter related to an identity theft case as specified in the terms and conditions of this MOU. Disclosure of licensing examination histories and social security numbers for any other purpose is prohibited.
7. Agrees to enforce all applicable laws and security protocols for handling and processing of images, signatures, license examining histories, or social security numbers accessed pursuant to this MOU to prevent any access, use, or disclosure other than as provided in this MOU.

B. The DMV agrees to:

1. Provide four user IDs and passwords to be used to access images and signatures in the FRS for the sole use of the four identified analysts referred to in paragraph III, A, 1 above.
2. Provide one user ID and password to be used to access TSI for use only by the analyst identified in paragraph III, A, 2 above who has the sole authority to access individuals' licensing examination histories and social security.
3. Provide NSP with access to FRS and the available DMV images, histories, and social security numbers subject to the conditions of this MOU.
4. Provide NSP with the names, addresses, and telephone numbers of contact persons within the DMV regarding any questions or problems which may arise in connection with the FRS.

5. Provide to NSP training and assistance necessary to use FRS.

IV. Effective Date and Term of the MOU

This MOU is effective upon the date the authorized representatives of both parties have signed the MOU. This MOU shall expire on February 28, 2018. This MOU may be extended for two additional terms in writing signed by the authorized representatives of both parties.

V. Modification.

This MOU may be modified in writing signed by the authorized representatives of both parties.

VI. Costs

DMV and NSP will each be responsible for costs incurred by the respective agency in furtherance of this MOU.

VII. Termination

This MOU may be terminated by either party upon 30 days prior written notice to the other party. DMV may terminate this MOU without prior notice if deemed necessary because of a requirement of law or policy, upon a determination by DMV that there has been a breach of this MOU, upon a determination by DMV that there has been a breach of system integrity or security by NSP, upon a failure by NSP to comply with established procedures or legal requirements, or for reasons of government necessity.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the State of Nebraska, its agencies, officers, or employees or against DMV or NSP or employees or officers of DMV or NSP.

The foregoing constitutes the full agreement on this subject between the NSP and the DMV.

The undersigned represent that they are authorized to enter into this MOU on behalf of the Nebraska State Patrol and the DMV, respectively.



David Sankey
Colonel
Nebraska State Patrol

1/13/14
Date



Rhonda K. Lahm
Director
Nebraska Dept. of Motor Vehicles

2 January 2014
Date

LEGAL REVIEW COMPLETED

Date 1/2/2014

Signature [Signature]

