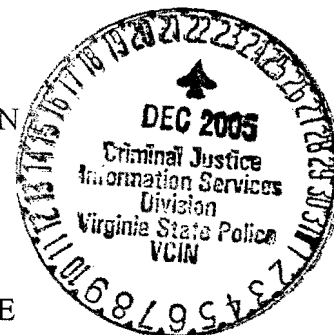


MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND
COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF STATE POLICE



GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) and the Commonwealth of Virginia, Department of State Police, hereinafter referred to as the "parties," is to memorialize the parties' understandings regarding the transmitting, receiving, and storage of information contained in the National Crime Information Center (NCIC) system of records.

2. **BACKGROUND:** The FBI maintains the NCIC system of records containing multiple files. Two of the files, the Vehicle File and License Plate File, contain information relating to stolen vehicles, vehicles wanted in conjunction with felonies, and vehicles subject to seizure based on federal court orders. Additionally, information relating to vehicles in association with wanted persons is contained in the Wanted Person File.

Several law enforcement agencies in Virginia have instituted state-of-the-art license plate screening technology from mobile and fixed sites. Their vendors provide software and screening devices that have the capability of scanning license plates and searching a local database loaded into a patrol vehicle computer or other location controlled by the agency. Data is provided to the law enforcement agency, not the vendor. Consequently, these law enforcement agencies have requested that the Commonwealth of Virginia, Department of State Police obtain relatively current information from the NCIC files in order to compare scanned numbers against stolen license plates.

3. **AUTHORITY:** The FBI enters into this MOU under the authority provided by title 28, United States Code, § 534.

4. **SCOPE:** This MOU applies to the FBI's transmission of information from the NCIC Vehicle File and License Plate File. It also applies to the FBI's transmission of vehicle information from the NCIC Wanted Person File.

A. The FBI will:

1. Provide the Commonwealth of Virginia, Department of State Police with extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File;
2. Provide updated extract information on a mutually agreed to frequency;
3. Respond to specific inquiries from the Commonwealth of Virginia, Department of State Police; and
4. Provide the Commonwealth of Virginia, Department of State Police with the name and telephone number of a technical and an administrative point of contact.

B. The Commonwealth of Virginia, Department of State Police will:

1. Use the NCIC extracts for law enforcement purposes;
2. Update its local database as FBI updates become available, ensuring that those numbers deleted from the NCIC system are also deleted from all local databases;
3. Confirm extract hits are still active in NCIC, at the earliest reasonable opportunity, in accordance with current hit confirmation policy; and
4. Provide the FBI with the name and telephone number of a technical and an administrative point of contact.

5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed in writing. Expenditures will be subject to budgetary processes and availability of funds pursuant to applicable laws and regulations. The parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

6. DISCLOSURE AND USE OF INFORMATION: The exchange of information will be limited to extracts from the Vehicle File, the License Plate File, and vehicle information in the Wanted Person File.

7. SETTLEMENT OF DISPUTES: Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

8. SECURITY: It is the intent of the parties that the transfer of information described under this MOU will be conducted at the

unclassified level. No classified information will be provided or generated under this MOU.

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

A. All activities of the parties under this MOU will be carried out in accordance to the above-described provisions.

B. This MOU may be amended or terminated by the mutual written consent of the parties' authorized representatives.

C. Either party may terminate this MOU upon 30-days written notification to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

1. The parties will continue participation, financial or otherwise, up to the effective date of termination.

2. Each party will pay the costs it incurs as a result of termination.

3. All Project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be destroyed within six months of the termination of this MOU.

10. This MOU, which consists of ten Sections, will enter into effect upon the signature of both parties, will be reviewed annually to determine whether amendments are needed, and will remain in effect until terminated. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof.

The foregoing represents the understandings reached between the
FBI and the Commonwealth of Virginia, Department of State Police.

FOR THE FEDERAL BUREAU OF INVESTIGATION

Thomas E. Bush, III

Thomas E. Bush, III
Assistant Director
Criminal Justice Information
Services Division

12 December 2005
Date

FOR THE COMMONWEALTH OF VIRGINIA, DEPARTMENT OF STATE POLICE

W. K. Paul, Jr.

Virginia State Police
Captain W. Ken Paul, Jr.

12.6.05
Date