

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION
AND

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10-08-2009 BY 65179 DMH/STW

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FOR
THE PHYSICAL COLLOCATION OF THE [REDACTED]
AUTOMATED BIOMETRIC IDENTIFICATION SYSTEM WITHIN THE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION

GENERAL PROVISIONS

1. **PURPOSE:** This Memorandum of Understanding (MOU), between the Federal Bureau of Investigation (FBI) and [REDACTED] which includes [REDACTED] hereinafter referred to as the "parties," memorializes the parties' desire to physically collocate [REDACTED] within the FBI Criminal Justice Information Services (CJIS) Division.

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2. **BACKGROUND** [REDACTED] proponent for biometrics, leads and coordinates the development, adoption, and institutionalization of biometric techniques for acquiring and retaining biometric and descriptive data recorded by military units.

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The FBI acquires identification information, including fingerprints and biographical data, as a result of investigative activity, operational deployments, agreements with law enforcement and government agencies, and interaction with foreign law enforcement and security counterparts.

Consequently, the parties are entering into this MOU in light of [REDACTED] Iraq, Afghanistan, and other overseas locations, through the development of a more comprehensive database, known as [REDACTED] to search biometric data for links to known or potential threats to national security. Establishment of [REDACTED] in an expeditious and secure manner includes the physical collocation of the [REDACTED] within the [REDACTED]

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3. **AUTHORITY:** The FBI is entering into this MOU under the authority provided by title 28, United States Code (U.S.C.), §§ 533-534 and the Attorney General's April 11, 2002 order to coordinate and share information related to terrorism.

The [redacted] enters into this MOU under the authority provided by [redacted] memorandum titled [redacted] dated December 27, 2000. This memorandum states that [redacted] will, *inter alia*, "ensure that biometric technologies are integrated effectively into information assurance systems, physical access control systems, best business practices, and other [redacted] applications, as appropriate." In the same memorandum, [redacted] charged [redacted] *inter alia*, with "develop[ing] and implement[ing] storage methods for biometric templates" and "to acquire, test, [and] evaluate biometrics." The [redacted] also enters into this MOU under the authority provided by [redacted] memorandum titled [redacted] "the mission of developing, implementing, and operating a [redacted] [redacted] Lastly, [redacted] enters into this agreement pursuant to the November 1, 2004, [redacted] memorandum titled [redacted] [redacted] which designates [redacted] as the central coordination point and repository for detainee biometric data.

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4. **SCOPE:** This MOU defines the responsibilities of the parties.

a. The FBI agrees to:

- i. Allocate a reasonable amount of space within the CJIS facility to allow for collocation of [redacted] The space should allow for the hardware to be housed, as well as accommodate on-site personnel manning and/or administering the systems.
- ii. Provide [redacted] on-site personnel ready access to telephones, office automation equipment, and the associated required infrastructure, commensurate with expected job duties.
- iii. Provide [redacted] a technical and operational point of contact (POC).

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b. The BMO agrees to:

- i. Maintain the space allocated at the CJIS facility in a professional manner. As a note, this physical collocation of the [redacted] is being done to expedite the USG's capability to identify national security threats and is expected to be temporary until [redacted] migrates to a permanent facility.

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ii. Provide FBI CJIS a technical and operational POC.

5. **FUNDING:** There are no reimbursable expenses associated with this level of support. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of understanding between the parties hereto of the nature of the relationship established through physical collocation of [redacted] and FBI Integrated Automated Fingerprint Identification System. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

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6. **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.

7. **SECURITY:** It is the intent of the parties that the actions carried out under this MOU will be conducted at the unclassified level. No classified information will be provided or generated under this MOU. Additionally [redacted] on-site personnel will meet all relevant [redacted] and FBI security standards and will receive appropriate badging/credentialing to allow them to perform all functions necessary for their duties without escort.

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8. **AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:**

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

b. This MOU may be amended and/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 procedures apply:

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

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

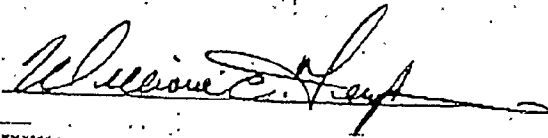
iii. The parties will retain all information and rights therein received under the provisions of this MOU prior to the termination, subject to the provisions of this MOU.

9. **FORCE AND EFFECT:** This MOU, which consists of nine numbered sections, will enter into effect upon signature of the parties and will remain in effect until terminated. The parties will review the contents of this MOU annually to determine whether there is a need for the deletion, addition, or amendment of any provision. 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

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FOR THE FEDERAL BUREAU OF INVESTIGATION



12/14/04
Date

William C. Temple
Acting Assistant Director
Criminal Justice Information
Services Division

FOR THE BIOMETRICS MANAGEMENT OFFICE



12/08/04
Date

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