

**NONCRIMINAL JUSTICE AGENCY USER AGREEMENT
FOR RELEASE OF CRIMINAL HISTORY RECORD INFORMATION**

Between the
**NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
BUREAU OF CRIMINAL INVESTIGATION DIVISION**

This agency hereinafter shall be known as "NDBCI"

And

User Agency Name		
Address		
City	State	Zip code
Noncriminal Agency Contact (NAC) Name(First, Middle, Last, Suffix) and Title		
Telephone Number	Fax	Email Address
Email Address for Criminal history responses, if different from contact email address		

This agency hereinafter shall be known as "User Agency"

I. Purpose

This User Agreement is used to provide criminal history record information (CHRI) to agencies, officials, or entities authorized by law to request a statewide and nationwide fingerprint-based criminal history record check.

Fingerprint-based criminal history record information must be explicitly mandated or allowed by law. National criminal history record information must be authorized by Federal Law or a State Statute approved by the U.S. Attorney General.

The Applying User Agency is seeking criminal history record checks for:

Purpose and Authority of criminal history record check (if employment or licensing, description of job and customers/clients served)
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II. THE PARTIES AGREE AS FOLLOWS:

NDBCI will:

1. Provide criminal history record information (CHRI) in response to fingerprint-based criminal history record checks to the User Agency.
2. Provide assistance to the User Agency in interpreting CHRI.
3. Work to ensure the completeness and accuracy of the CHRI.
4. Conduct audits to assure compliance with this Agreement and applicable laws.
5. Cease providing information to the User Agency if this Agreement is violated or if the User Agency is suspected of violating this Agreement.

The User Agency will:

1. Abide by the terms and conditions identified in this Agreement.
2. Comply with state and federal laws, rules, procedures, and policies regarding the use and dissemination of CHRI.
3. Use CHRI only for the purpose for which it was requested.
4. Provide for the security of any CHRI received. This includes, but is not limited to:
 - a. Ensure that all personnel with access to CHRI are aware of the rules and responsibilities with regard to CHRI, pursuant to the most current CJIS Security Policy. This policy can be found on the FBI website at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.
 - b. Designate a Noncriminal Agency Coordinator (NAC) who is responsible for ensuring compliance with security procedures and this User Agreement.
 - c. Restrict access to physical or electronic copies of CHRI to authorized personnel. Physical copies shall be maintained in a controlled, secure environment such as a locked cabinet in a room not accessible to all staff and visitors. Electronic copies must be protected with at least 128-bit encryption or individually password protected. The relevant federal encryption standard is FIPS 140-2.
 - d. Share CHRI only when explicitly allowed by law and log any CHRI sharing (either sending or receiving). Logs shall include, at a minimum, the date, sending and receiving agencies, record shared, statutory authority to share CHRI, means of transmission, and name of person who disseminated.
 - e. Track and report information security incidents to NDBCI within twenty-four (24) hours in accordance with the CJIS Security Policy.

- f. Dispose of records securely. Physical media and electronic records should be destroyed pursuant to the CJIS Security Policy.
5. Understand that this data is based on CHRI received at the state repository and through the systems of the FBI. If a person could be adversely affected by this data, the person must be given the opportunity to challenge and correct a record before it is disseminated.
6. Retain CHRI and audit records for at least three (3) years. Once the minimum retention time period has passed, the User Agency shall continue to retain audit records until they are no longer needed for administrative, legal, audit, or other operational purposes such as Freedom of Information Act requests or legal actions. Audit records include documentation relating to general administration, fingerprint submissions, privacy and security, and training.
7. Allow NDBCI to conduct audits to assure compliance with this Agreement.

III. CRIMINAL HISTORY RECORD INFORMATION LIMITATION

The User Agency understands the Criminal History Record Information (CHRI) has the following limitation:

1. CHRI is defined and has three parts as follows:
 - a. The arresting agency's name and crime class under which the person was arrested. The arrest data submitted includes the mandatory field of name, race, sex, and date of birth. All arrests are accompanied by fingerprints.
 - b. The charge(s) issued by the prosecutor.
 - c. The name of the court that tried the case and the ultimate disposition of the case. The arrest warrant file, sex offender file, or other databases maintained by NDBCI are not part of the CHRI record search.
2. CHRI is compiled from information submitted to the NDBCI from law enforcement agencies, prosecutors, and courts (hereinafter referred to as contributing agencies). Although the NDBCI makes reasonable efforts to ensure all information is submitted as required by law, it is not responsible for omissions from contributing agencies.
3. Before releasing information on individuals or taking adverse action against an individual listed on the CHRI, the person in question must be afforded the opportunity to dispute and correct the record.
4. CHRI is constantly being updated as new arrests and other information are entered into the system by contributing agencies. The record released is only valid as of the date the criminal history record check was performed.
5. Most fingerprinting reasons include a check through the Federal Bureau of Investigation, which NDBCI will request on User Agency's behalf as a normal part of the criminal history record check, if allowed by law.

This Agreement commences on the date the last signature is obtained below and continues until terminated by either party. This Agreement may be terminated sooner by one or both parties upon 30-days written notice or immediately upon violation of the terms of the Agreement.

Compliance with this Agreement is voluntary; however, failure to complete this Agreement will result in denial of request.

NONCRIMINAL JUSTICE AGENCY	STATE OF NORTH DAKOTA
	Acting through its Bureau of Criminal Investigation Division
By:	By:
Agency Authority	Director, NDBCI
Date:	Date:

Submit Completed Agreement via United States mail as follows:

Bureau of Criminal Investigation
PO Box 1054
Bismarck, ND 58502