

1. Purpose of this Agreement

This agreement outlines the policies and procedures governing access to VINE (Victim Information Notification Everyday) information available through ND CJIS.

Agency Name	Originating Agency Identifier (ORI)
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The Agency named above requests Access to ND CJIS VINEWatch and/or VINEProtect programs and agrees to be bound by the policies and procedures set forth in this document.

Criminal justice data information available for viewing in the ND CJIS VINEWatch and VINEProtect applications includes: correctional facility booking records and photos; court case information for both adults and juveniles, including charges and court events and statuses; and protection order and restraining order information. Users granted Access to these application may update victim information as appropriate.

2. Definitions

- *Access*: The ability to acquire, view or print any information provided through ND CJIS.
- *Agency*: The government subdivision gaining ND CJIS Access as well as all employees of that government subdivision.
- *Agency Administrator*: The Agency Administrator is responsible for approving and monitoring user access of CJIS data within agency.
- *Data*: Images, text, and other information including, but not limited to, computer code, message headers, and logs.
- *Originating Agency*: An agency which provides Data through ND CJIS Programs.
- *Originating Jurisdiction*: The jurisdiction of an agency which provides Data through ND CJIS Programs.
- *Using Jurisdiction*: The jurisdiction of an agency which has Access to ND CJIS VINE programs Data.

3. General Policy

All Data acquired from or through ND CJIS VINE programs shall be treated as criminal history information in accordance with Federal Bureau of Investigation (FBI) CJIS policy and the policies in place in the Originating and Using Jurisdictions. If these policies are in conflict with each other or with this document, the more restrictive policy applies.

When an Agency has a change in its chief, sheriff, or director, the new agency head must sign an updated Agreement for Electronic Online Access to North Dakota Criminal Justice Information Sharing Victim Information Notification Everyday Programs (VINEWatch and VINEProtect) (SFN XXXXX).

4. Specific ND CJIS Policies

- A. All Data remains the property of the Originating Agency. Agencies are granted a single-user license only.
- B. Access to ND CJIS VINE programs is limited to CJIS-authorized personnel for specific criminal justice and victim-related purposes. Data Access from or through ND CJIS VINE programs may be disseminated only in accordance with the policies set forth in this document, and any public dissemination is prohibited.
- C. Only entities located in North Dakota with a criminal justice agency Originating Agency Identifier (ORI) assigned by the FBI or entities approved by the North Dakota Attorney General may become an Agency.
- D. All users of ND CJIS VINE programs must have been subject to a favorably-adjudicated, fingerprint-based background check prior to being granted Access to ND CJIS. This fingerprint based background check must be renewed every five (5) years.
- E. Each Agency with a valid ORI must designate at least one Agency Administrator. Agency Administrators shall notify ND CJIS of users who leave an Agency or who no longer have a legitimate reason for Accessing ND CJIS within three business days.
- F. Agencies will ensure that no unauthorized Access to ND CJIS VINE programs data, whether live or stored, occurs. Data which is no longer being used by an Agency for a criminal justice-related purpose must be destroyed. No Agency or user shall build or maintain its own collection or database of ND CJIS Data or add ND CJIS Data to its electronic system without the prior, written approval of both the Originating Agency and the ND CJIS Chief Officer.
- G. Only authorized law enforcement, criminal justice, or non-profit personnel may Access ND CJIS VINE programs. The Agency will ensure that ND CJIS VINE program usage is strictly limited to the Agency's own employees. Any confidential information Accessed via ND CJIS VINE programs is for the official use of authorized personnel only.
- H. Individual users must log on to the ND CJIS VINE programs using their own discreet username and log off when finished with the system. An Agency may not allow more than one user to gain Access to the ND CJIS VINE programs through a "common" log on. Individual users shall not disclose their usernames or passwords to other persons.
- I. Nothing in this document is intended to give any signatory, agency, entity or organization expansion of any existing authority. In connection with activities under this document, the Agency agrees to comply with all applicable federal, state, and local laws, rules, regulations and procedures.
- J. The Agency agrees to the logging of ND CJIS VINE programs transactions and user Access, and understands that log information may be made available to Originating Agencies and others to assist with detecting ND CJIS VINE programs misuse and/or criminal justice-related purposes. In support of ND CJIS's audit responsibilities, the Agency agrees to provide ND CJIS, or parties designated by ND CJIS, with complete, accurate, and timely information related to ND CJIS VINE Programs Access upon request, including information which may be considered confidential.

- K. Upon being provided sufficient notice, the Agency agrees to be bound by and, upon request, execute agreements in support of any future ND CJIS policies and procedures instituted by ND CJIS. If an Agency does not comply with this provision, Access to the ND CJIS VINE programs may be terminated.
- L. Any costs incurred by the Requesting Agency for on-line Access will be the responsibility of the Requesting Agency.

5. Termination

Agencies may terminate participation in the ND CJIS VINE programs at any time by providing written notice to ND CJIS. ND CJIS may terminate Agency or user Access at any time for cause. ND CJIS shall terminate the Agency's accounts without cause, after twelve (12) consecutive months of non-use. Termination of Agency or user Access does not negate any Agency or user obligation for treatment of Data previously acquired from or through ND CJIS VINE Programs.

6. Sanctions

Users and Agencies that do not follow these policies and procedures are subject to termination of Access or sanctions that may include: training on the ND CJIS VINE application; a period of heightened screening of Agency user transactions; suspension of user for a period of time; disconnect, with or without notice; ineligibility for ND CJIS or other services; administrative, civil, or criminal prosecution.

7. Notice

All notices or other communications required under this agreement must be given at the following addresses and if by mail are complete on the date postmarked when addressed to the parties:

ND CJIS	AGENCY
Heidi Smith	Name
IT/CJIS Division Director	Title
600 E Boulevard, Dept. 125	Address
Bismarck, ND 58505-0100	City, State, ZIP

Agency Signature		Date
Printed Name	Title	