



AGREEMENT FOR ELECTRONIC ONLINE ACCESS TO NORTH DAKOTA CRIMINAL JUSTICE INFORMATION SHARING (ND CJIS) PORTAL

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
CRIMINAL JUSTICE INFORMATION SHARING
SFN 60433 (11-2022)

Phone: 701-328-1110

1. Purpose of this Agreement

This agreement outlines the policies and procedures governing access to information available through ND CJIS.

Agency Name	Originating Agency Identifier (ORI)
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The Agency named above requests Access to ND 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 Portal includes: correctional facility booking records; concealed weapons license information; DNA information; North Dakota Highway Patrol citations; North Dakota Game and Fish hunting and fishing license information; watercraft license information; death records; central warrants information system records; sex offender and felony crimes against children registration information; criminal history record information; domestic violence protection orders; disorderly conduct restraining orders; parole and probation information; incident information from participating local law enforcement agencies; and motor vehicle and driver's license records and information.

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. The Terminal Agency Coordinator (TAC) will be the primary Agency Administrator within an agency, unless otherwise approved in writing by ND CJIS.
- **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.
- **Originating Jurisdiction:** The jurisdiction of an agency which provides Data through ND CJIS.
- **Terminal Agency Coordinator (TAC):** The Terminal Agency Coordinator serves as the point of contact at the local agency for matters relating to CJIS information access. The TAC administers CJIS systems programs within the local agency and oversees the agency's compliance with CJIS systems policies.
- **Using Jurisdiction:** The jurisdiction of an agency which has Access to ND CJIS.

3. General Policy

All Data acquired from or through ND CJIS 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 conflict with each other or with this document, the more restrictive policy applies.

Data is subject to the record retention policies of the originating agencies. The originating agency must comply with records retention policies and notify ND CJIS when records should be deleted from the ND CJIS Portal.

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 (SFN 60433).

4. Specific ND CJIS Policies

- All Data remains the property of the Originating Agency. Agencies are granted a single-user license only. Agencies are granted a single-user license only. Data obtained through ND CJIS may not be relied upon without verification. Agencies are responsible for verifying the accuracy of Data acquired through ND CJIS. ND CJIS and ND CJIS contractors may not provide Data verification.
- Access to ND CJIS is limited to CJIS-authorized personnel for specific criminal justice-related purposes. Data Accessed from or through ND CJIS may be disseminated only in accordance with the policies set forth in this document, and any public dissemination requires the approval of the Originating Agency. ND CJIS may not provide such approval.
- 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.
- All users of ND CJIS must have been subject to a favorably-adjudicated, fingerprint-based criminal history records check prior to being granted Access to ND CJIS. This fingerprint based criminal history records check must be renewed every five (5) years.
- Each Agency must designate at least one Agency Administrator. Agency Administrators shall remove users who leave an Agency or who no longer have a legitimate reason for Accessing ND CJIS within three (3) business days. Agencies unable to remove users may forward the removal request to the ND CJIS program staff, provided it received within three business days.
- Agencies will ensure that no unauthorized Access to ND CJIS devices or 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.
- Only authorized law enforcement or criminal justice personnel may Access ND CJIS. The Agency will ensure that ND CJIS usage is strictly limited to the Agency's own employees. Any information Accessed via ND CJIS is confidential and for the official use of authorized law enforcement personnel only.
- Individual users must log on to the ND CJIS 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 ND CJIS through a "common" log on. Individual usernames and passwords must comply with FBI CJIS Security Policy password requirements. Individual users shall not disclose their usernames or passwords to other persons.

- I. ND CJIS reserves the right to object to the Agency's physical location of ND CJIS points-of-access, as well as security, qualifications and number and type of personnel who will have Access to ND CJIS, and to suspend service until such matters are corrected to ND CJIS's satisfaction.
- J. Individual users accessing ND CJIS using a Virtual Private Network (VPN) must use a Multi-Factor Authentication VPN per the FBI CJIS Security Policy's Advanced Authentication Provision, Section 5.6..2.2.
- K. 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.
- L. The Agency agrees to the logging of ND CJIS transactions and user Access, and understands that log information may be made available to Originating Agencies and others to assist with detecting ND CJIS Portal 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 Access upon request, including information which may be considered confidential.
- M. 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 Portal may be terminated.
- N. Any costs incurred by the Requesting Agency for on-line access will be the responsibility of the Requesting Agency.
- O. Certain other agencies, including the North Dakota Department of Transportation, the North Dakota Supreme Court, and the North Dakota Department of Emergency Services Division of State Radio may require Agencies to execute and comply with provisions of access agreements required by those agencies. These agreements are outside of ND CJIS and Agencies are responsible for ensuring compliance with applicable access agreements.

5. Specific North Dakota Criminal History Record Information (CHRI) Policies

- A. The Agency has requested on-line electronic Access to the North Dakota Criminal History Record Information(CHRI) maintained by the Bureau of Criminal Investigation (BCI), North Dakota Attorney General's Office. The parties agree that Access to the CHRI database is provided for the official use of the Agency only. Database CHRI, whether in oral or written form, may not be provided by the Agency to any other entity or person, including the record subject, courts, or other law enforcement agencies, except as might be allowed under state or federal law. Any misuse of the Access to the CHRI records or the record information maintained by the BCI will result in the immediate denial of security Access to the CHRI files. **Only BCI may release CHRI to non-criminal justice entities.**
- B. The Agency agrees to comply with the North Dakota Century Code (N.D.C.C.) and North Dakota Administrative Code (N.D.A.C.) regarding exchange/dissemination, security, and individual Access to CHRI as set forth in N.D.C.C. chap. 12-60 and N.D.A.C. chaps. 10-13-04 through 10-13-07. The Agency agrees to comply with all other provisions of federal and state law in connection with the activities contemplated under this agreement.
- C. The Agency's Terminal Agency Coordinator will be trained by State Radio on the provisions of N.D.C.C. chap. 12-60 and N.D.A.C. chaps. 10-13-04 through 10-13-07. It will be the Terminal Agency Coordinator's responsibility to ensure that all authorized users are familiar with these provisions. The Agency's Terminal Agency Coordinator shall notify the BCI immediately of any known or suspected violations of N.D.C.C. or N.D.A.C.

6. Termination

Agencies may terminate participation in ND CJIS 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.

7. 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 Portal; a period of heightened screening of Agency/User transactions; suspension of use for a period of time; disconnect, with or without notice; ineligibility for ND CJIS or other services; administrative, civil, or criminal prosecution.

8. 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

Name	Title	Address	City	State	ZIP Code

AGENCY

Name	Title	Address	City	State	ZIP Code

Agency Signature		Date
Printed Name	Title	