

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

KANSAS HIGHWAY PATROL AS CRIMINAL JUSTICE INFORMATION SYSTEMS AGENCY (CSA)

AND

**CRIMINAL JUSTICE AGENCIES PARTICIPATING IN DIRECT ACCESS TO
THE NATIONAL DATA EXCHANGE (N-DEX)**

This Memorandum of Understanding (MOU) is between the Kansas Highway Patrol, Criminal Justice Information Systems Agency (CSA) for the state of Kansas, hereinafter referred to as the CSA and _____ hereinafter referred to as the Direct Connect Agency (DCA).

The purpose of this MOU is to allow the Direct Connect Agency (DCA) to establish trusted access to the FBI's N-DEX System either directly or through a trusted broker.

The information presented in the N-DEX system is considered sensitive, but unclassified and is for official criminal justice use only in accordance with N-DEX policies. The use of the N-DEX system is monitored by the FBI and the CSA for security, administrative, and auditing purposes. Accessing the system constitutes consent to such monitoring. Any unauthorized access and/or use of the information provided by the system is prohibited. Misuse of N-DEX may result in criminal and civil penalties under federal and/or state law. Misuse of N-DEX or failure to comply with N-DEX usage policies may result in sanctions from the CSA against an individual user or an agency, including termination of Direct Connect Agency's trusted access or connection.

The DCA shall:

1. Designate one employee to be the N-DEX Agency Coordinator (NAC) to serve as the DCA contact for the CSA or FBI.
 - *The DCA shall notify the CSA within 30 days if NAC assignment changes.*
2. Restrict N-DEX access to authorized personnel only. Authorized personnel include: sworn law enforcement officers, investigators, detectives, criminal analysts and criminal statisticians employed by a criminal justice agency. It also includes prosecutors, pretrial service agency personnel, pretrial release agency personnel, correctional investigators, and probation and parole officers.
3. Not allow non-agency personnel to access N-DEX by use of the agency's trusted Direct Connection.
4. Ensure all DCA authorized users of N-DEX comply with:
 - *N-DEX Policy & Procedure Manual*
 - *FBI CJIS Security Policy*
 - *KCJIS Administrative Policy and Procedure Manual*
 - *NCIC Operating Policy*
5. Notify and update the CSA of all approved DCA users who have been granted access.
6. Notify the CSA within 15 days of a DCA user who leaves agency employment or otherwise is no longer authorized to access N-DEX.
7. Ensure all authorized DCA personnel with access to N-DEX receive training on the use and policies of the N-DEX system. Training is obtained by:
 - *Completing online computer based training modules (CBT's) within thirty days of approved access*
 - *Attending a CSA sponsored hands-on training class within 30 days of approved access*

8. Be responsible for maintaining training records/certificates as well as submitting proof to the CSA within 30 days of completed N-DEx training by DCA personnel.
9. Provide all agency records pertaining to N-DEx access or N-DEx system use when requested by the CSA or FBI for audit purposes.

The CSA shall:

1. Serve as the N-DEx Administrator for the state of Kansas.
2. Be responsible for approving access to N-DEx and auditing system use, as well as holding agencies and users accountable to the following policies:
 - *N-DEx Policy and Procedure Manual*
 - *FBI CJIS Security Policy*
 - *KCJIS Administrative Policy and Procedure Manual*
 - *NCIC Operating Policy*
3. Provide periodic hands-on classroom N-DEx training as an alternative to online CBT's for user agencies.
4. Reserve the right to revoke individual users' access to N-DEx or a DCA trusted direct access to N-DEx for non-compliance with aforementioned policies or misuse of the N-DEx system or information contained therein.

The CSA has the authority to approve access to NCIC or III through N-DEx if the CSA deems it feasible to manage NCIC or III access and audit responsibilities in this manner.

The DCA agrees that the CSA or its officers shall not be liable in any claim, demand, action, suit, or proceeding, including but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the DCA in entering, removing, or relying upon information in N-DEx.

The DCA hereby acknowledges and agrees to the provisions and responsibilities as set forth in this MOU. The DCA further acknowledges that failure to comply with any of these provisions and responsibilities may subject its agency or personnel to sanctions; these sanctions may include complete termination of N-DEx access.

This agreement will remain in force until it is determined by the CSA that a new agreement is required. This MOU may be terminated by mutual agreement of the parties upon written or electronic notice to the parties. The CSA may, at any time, terminate this agreement for misuse or non-compliance of the N-DEx system. The original signed agreement will remain on file at the CSA with a copy provided to the DCA. This MOU is binding upon signatories' successors in office.

Direct Connect Agency Head (Signature)

Direct Connect Agency Head (Print)

Date

N-DEx Agency Coordinator (Signature)

N-DEx Agency Coordinator (Print)

Date

CJIS Systems Agency (Signature)
CJIS Systems Officer

CJIS Systems Agency (Print)
CJIS Systems Officer

Date