

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE FEDERAL BUREAU OF INVESTIGATION

AND

[REDACTED]

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AND

[REDACTED]

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FOR

THE EXCHANGE OF MILITARY DETAINEE FINGERPRINTS AND THE
EXCHANGE OF KNOWN OR SUSPECTED TERRORIST FINGERPRINTS

GENERAL PROVISIONS

1. PURPOSE: This Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI) [REDACTED] and [REDACTED]

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[REDACTED] located in [REDACTED] hereinafter referred to as the "parties," memorializes the parties' desire to exchange fingerprint and biographical data regarding military detainees and known or suspected terrorists. It sets forth the agreed upon procedures for management, comparison, reporting, and execution of fingerprint comparisons.

2. BACKGROUND: [REDACTED] deployed throughout the world. These teams obtain fingerprints as part of their efforts to identify and apprehend known or suspected terrorists.

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Similarly, the FBI collects fingerprints of known or suspected terrorists via agreements with various law enforcement agencies. It currently has a database of such fingerprints that would be helpful to the mobile teams because it would allow comparison of such fingerprints while a suspect is in a team's custody.

Relevant portions of the FBI's database [REDACTED] utilized by the teams that will allow a prompt check to determine whether there has been prior contact(s) with a detained individual. Additionally, fingerprint and descriptive information obtained by the [REDACTED] may be shared with the FBI and the other [REDACTED]

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[redacted] database. Consequently, the parties are entering into this MOU as an aid in the development of the most thorough database possible to search for such known or suspected terrorists.

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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. [redacted] enters into this MOU under the authority provided by [redacted]

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[redacted] This memorandum states that the [redacted] are integrated effectively into information assurance systems, physical access control systems, best business practices, and [redacted] applications, as appropriate." In the same memorandum, the [redacted] charged the [redacted] with "develop[ing] and implem[en]t[ing] storage methods for [redacted]

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

a. The FBI agrees to:

i. Provide fingerprint information to [redacted] in a mutually agreed upon format.

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ii. Provide regular updates to the known and suspected terrorist file; [redacted] to be identified at a later time.

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iii. Provide a technical point-of-contact (POC) and an operational POC.

iv. Search the biometric data collected by [redacted] and provided by [redacted] against relevant databases, and advise [redacted] of the results of the searching.

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b. [redacted] agrees to:

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i. Download FBI-provided fingerprint information to its [redacted]

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ii. Have the [redacted] periodically access [redacted] to obtain current information to maintain a current database.

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iii. Notify, via best available means, the FBI's operational POC of [redacted] provide [redacted] of those individuals identified via a fingerprint comparison.

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iv. Provide a technical POC and an operational POC.

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c. [redacted] agrees to:

i. Receive, from the FBI, the FBI's relevant fingerprint information taken from military detainees and suspected terrorists [redacted] and make it [redacted] through appropriate communications.

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ii. Consolidate, store, and exchange the biometric data collected by [redacted] pursuant to the terms of the July 15, 2004, correspondence from [redacted] to the [redacted]

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iii. Provide a POC for the [redacted] and the FBI.

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5. FUNDING: There are no reimbursable expenses associated with this level of support. Each party will fund its own activities unless otherwise agreed to in writing.

6. DISCLOSURE AND USE OF INFORMATION:

a. The exchange of data will be limited to the provisions contained herein.

b. Information provided to [redacted] pursuant to this agreement may not be further disseminated beyond [redacted]

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c. [redacted] as appropriate, will implement policy and procedures:

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i. To ensure the security, confidentiality, and eventual destruction of this information; and

ii. To establish accountability for access to the information.

7. 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.

8. 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.

9. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION:

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

b. This MOU may be amended by the mutual written consent of the parties' authorized representatives.

c. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event the parties consent to terminate this MOU, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

d. Any 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 rules 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. All information and rights therein received under the provisions of this MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

10. This MOU, which consists of ten numbered sections, will enter into effect upon signature of the parties and will remain in effect until terminated. The parties should 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 among the and the FBI.

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FOR THE FEDERAL BUREAU OF INVESTIGATION

Michael D. Kirkpatrick

8/6/04
Date

Michael D. Kirkpatrick
Assistant Director in Charge
Criminal Justice Information
Services Division

FOR [redacted]

[redacted]

9/1/04
Date

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FOR [redacted]

[redacted]

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8/6/04
Date

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