## Information Protection Agreement

The purpose of this information protection agreement is to outline the roles, responsibilities, and data ownership within a single agency in regards to the transmission, handling, storage, and destruction of criminal justice information (CJI) received through the Department of Justice Tribal Access Program (TAP) to protect CJI from unauthorized disclosure, alteration, or misuse. The exchange of information may take several forms including but not limited to electronic mail, instant messages, web services, facsimiles, hard copy, and information systems sending, receiving and storing CJI.

This information protection agreement is used by a criminal justice agency or non criminal justice agency with a DOJ TAP issued Originating Agency Identifier (ORI) that solely performs all legally authorized transactions (e.g. fingerprint-based background checks, NCIC entries, name- based record checks) utilizing the TAP workstation on their own behalf.

**Agency’s role and responsibility**

1. Ensure all personnel with access to criminal justice information must meet all applicable access requirements.
2. Complete FBI Criminal Justice Information Systems (CJIS)Security Awareness Training and Certification
3. Complete a fingerprint-based background check for individuals with access to CJI
4. Ensure individuals with access to DOJ CJIN systems have the appropriate training and certification to access DOJ CJIN systems.
   1. All sworn personnel must complete the National Crime Information Center (NCIC) Training
   2. All personnel with direct access to NCIC must complete the NCIC Training and Test
5. Ensure that all CJI is transmitted handled, stored, and destroyed in accordance to FBI CJIS Security Policy guidelines.
6. Ensure the transaction is legally authorized and submitted using the DOJ TAP issued ORI.
7. Ensure that all CJI is transmitted, handled, stored, and destroyed in accordance to FBI (CJIS) Security Policy guidelines.
8. Ensure data entry; documentation; cancellation and modification of entries; timeliness of entries, cancellations, and modifications; hit confirmation; second party checks; and validation of entries are completed in accordance with DOJ and CJIS policy.
9. Perform DOJ CJIN requirements for access to DOJ CJIN systems such as sponsoring members for LEEP accounts.

Explain how CJI is going to be transferred within the agency (i.e. scanning results and sending it via secure network, leaving it a front counter in manila envelope for pick up):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Explain how CJI is going to be protected when there is secondary dissemination outside the agency (i.e. scanning results and sending it via secure network, leaving it a front counter in manila envelope for pick up):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Explain how CJI is going to be stored while in use by the agency ( i.e. in secure room, locked file cabinet):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Explain how CJI is going to be destroyed and by whom (i.e. shredded, burned): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Detail any internal audit process the agency has to ensure compliance with DOJ CJIN and FBI CJIS regulations by the agency (e.g. CJI Dissemination Log will be maintained to document dissemination of CJI to another agency; ensure proper ORI and Reason Fingerprinted Codes are used; ensure completion of requirements to maintain access to CJI (e.g. CJIS Security Awareness Training every 2 years) and fingerprint-based background check every 5 years): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Acknowledgements:**

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials. The agency signatory is normally the director of that agency.

This agreement shall become effective upon the date signed.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Agency Signatory | Agency, Title and Printed Name | Date |
|  |  |  |
| Agency Terminal Agency Coordinator | Agency, Title and Printed Name | Date |