



HJ48 Study on Facial Recognition Technology

Follow-up Questions on Nlets

Questions provided by Representative Katie Sullivan

Answers provided by Jennifer Viets, Program Manager, CJIN Services, Montana Department of Justice

Q: Which states are photo sharing participants that provide automated responses to law enforcement driver's license queries through the Nlets system? Montana is listed as a Driver's License photo sharing/receiving participant state with Nlets.

A: **The Nlets website identifies which states are drivers' license photo sharing. A map of participating states is attached.**

Q: Does Montana provide automated responses to law enforcement DL queries through the Nlets system? If no, does Montana provide responses to DL queries by law enforcement in "less than 1.5 seconds", as advertised by Nlets?

A: **Yes, Montana does provide automated responses to law enforcement DL queries through Nlets.**

Q: Please provide to the committee all documentation, data-sharing agreements, memorandums of understanding, etc. that Nlets maintains with the state of Montana regarding Montana's status as an Nlets photo sharing/receiving participant.

A: **Nlets only has one agreement – please see attached.**

Q: Please describe Nlet's initiative to build facial recognition capabilities to facilitate positive/instant ID by law enforcement. What is the status of this initiative and pilot program?

A: **Nlets does not have a facial recognition initiative or pilot program.**

Initiatives

Home > Resources > Nlets Resource Maps



[Representatives](#)

[Initiatives](#)

[Message Keys](#)

Initiatives & Projects

In addition to typical message keys, Nlets supports a number of other initiatives - such as pilot programs and resources outside of the switch.

These maps identify the states and agencies that participate in these initiatives.

Initiative	Location / Agency
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Search by Initiative Name

Not Available

▼ **CHIEF-Standardized Rap Sheets**

▼ **Connection Method**

▼ **LENS- State Charge Codes Mapped Natively**

▼ **NCIEN - Corrections Photo Sharing**

▲ **NISP - DL Photo Sharing**

[View Canada](#)

[View Full Map](#)

Canada

Canada

Limited Sharing

Minnesota

Wisconsin

Receiving DL Photos

California

Kansas

New York

District of Columbia

New Hampshire

Sharing/Receiving

Alabama

Maine

Ohio

Arizona

Maryland

Oregon

Arkansas

Massachusetts

Pennsylvania

Colorado

Michigan

Puerto Rico

Delaware

Mississippi

Rhode Island

Florida

Missouri

South Carolina

Georgia

Montana

South Dakota

Idaho

Nebraska

Tennessee

Indiana

New Jersey

Texas

Iowa

New Mexico

Utah

Kentucky

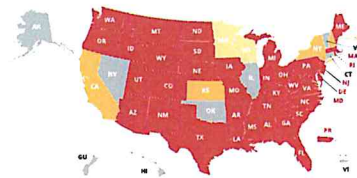
North Carolina

Virginia

Louisiana

North Dakota

Washington



**NATIONAL LAW ENFORCEMENT TELECOMMUNICATION SYSTEM, INC.
MEMBERSHIP AGREEMENT**

This Cooperative Agreement (Agreement) governs the participation of Montana, hereinafter referred to as Member Agency, and the National Law Enforcement Telecommunication System, Inc. (NLETS). The purpose of this Agreement is to provide for the Member Agency's membership in NLETS.

1. NLETS agrees to furnish telecommunications facilities for the exchange of criminal justice related information between the Member Agency and other NLETS members.
2. The Member Agency agrees to abide by all NLETS rules, policies, and procedures as approved by the NLETS governing Board.
3. The Member Agency agrees that when acting as a control terminal agency for NLETS, it will restrict access to NLETS telecommunications facilities to those agencies authorized to have such access by NLETS rules, policies, and procedures.
4. NLETS reserves the right to suspend the Member Agency from the use of NLETS telecommunications facilities if the Member Agency violates any of the rules, policies, and procedures referenced in Paragraph 2 above. Such suspension will not, however, relieve the Member Agency of any obligation it might have to fund a portion of NLETS' operating cost. NLETS will reinstate the Member Agency's use of its telecommunications facilities as soon as the Member Agency has provided evidence that it has taken satisfactory corrective actions to prevent such violations from recurring.
5. The Member Agency agrees to indemnify and save harmless NLETS, its Executive Director, its Board of Directors, and employees from and against any and all claims, demands, actions, suits, and proceedings by others from any harm resulting from the use of this contract unless solely caused by NLETS personnel or agents.
6. Subject to the availability of funds and the execution of a contract between the Member Agency and NLETS, the Member Agency agrees to pay standard NLETS charges plus costs for any special nonstandard terminal equipment or services the Member Agency may request.

This Agreement will become effective on 7/10/01.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

NATIONAL LAW ENFORCEMENT
TELECOMMUNICATION SYSTEM, INC.

James E. Carroll
NLETS EXECUTIVE DIRECTOR

7/10/01
DATE

Montana
STATE OR FEDERAL ORGANIZATION

7/23/01 [Signature]
DATE HEAD OF MEMBER AGENCY

7/16/01 [Signature]
DATE AGENCY'S NLETS REPRESENTATIVE

RECEIVED

MAY 10 2007

MONTANA CRIMINAL
JUSTICE BUREAU

**Memorandum of Agreement
Between
The Montana Department of Justice
and
The INTERPOL- U.S. National Central Bureau,
U.S. Department of Justice
for ACCESS to INTERPOL Databases**

I. Purpose:

The purpose of this Memorandum of Agreement (“Agreement”) is to formalize an agreement between the Montana Department of Justice, and the INTERPOL-U.S. National Central Bureau (“USNCB”), U.S. Department of Justice to provide and assign responsibilities for the access to databases of the International Criminal Police Organization (“INTERPOL”) by Montana law enforcement officials within the control of the Nlets Representative for the Montana Department of Justice(DOJ). This agreement shall not affect any pre-existing, unrelated agreement or independent relationship or obligation between the parties.

II. Parties

- A. The Montana Department of Justice (DOJ)** is responsible for statewide legal services and counsel, law enforcement, and public safety. Duties include providing legal services to the state and relevant agencies, enforcing Montana traffic laws and vehicle registration, enforcing fire safety codes and regulations, managing a statewide system of death investigations, providing regulation of gambling, and maintaining and disseminating criminal justice information to authorized state, local and other entities.

Criminal Justice Information Services Bureau (CJISB) manages Montana’s law enforcement telecommunications network, the state’s criminal history record system, the state’s fingerprint repository, a statewide active warrant file, and a concealed weapon permit registry. The Bureau also functions as the clearinghouse for missing persons and serves as the point of contact and control agency for interstate record exchange with NCIC and Nlets.

- B. The International Criminal Police Organization (“INTERPOL”)** is an international organization whose mission is to facilitate the exchange of police information and to promote the widest possible mutual assistance between law enforcement authorities of its member countries in accordance with the Interpol Constitution and regulations, as well as the laws of each member country. Each member country facilitates this mission by establishing a domestic entity called a “National Central Bureau” (“NCB”) through which its authorized law enforcement authorities may access the databases and resources of INTERPOL, and communicate with the General Secretariat of INTERPOL and/or with

authorized law enforcement authorities of other member countries via their respective NCBs.

The **INTERPOL-United States National Central Bureau ("USNCB")**, a component of the U.S. Department of Justice and a party to this agreement, serves as the point-of-contact for the United States and its state, local and federal law enforcement authorities for the international exchange, via INTERPOL, of police and humanitarian information with law enforcement authorities of the various INTERPOL member countries

III. Relevant Authority

- A. The DOJ**, in accordance with the State Constitution and the Montana Code Annotated (MCA), is granted the responsibility of managing criminal justice information.

Created by legislative act in 1967, the Criminal Justice Information Network (CJIN) is a computer controlled telecommunications network that links Montana criminal justice agencies for the purpose of information exchange (MCA 44-2-301). The Attorney General as Director of Montana Department of Justice is vested with the authority to administer all operational phases of CJIN.

The CJISB was created under MCA 44-2-302, which allowed the Attorney General to employ personnel and acquire facilities and equipment necessary to administer CJIN. In addition, the CJISB is designated as the Control Terminal Agency in Montana for NCIC and Nlets purposes.

- B. The USNCB**, pursuant to the authority granted under Title 22 United States Code, Section 263a, that establishes the Attorney General as the United States representative to INTERPOL; and, Title 28 of the Code of Federal Regulations, Section 34a, that establishes the USNCB as the United States' point of contact for coordination between U.S. officials and INTERPOL, the international organization in Lyon, France. In addition, as provided in the INTERPOL Constitution, INTERPOL Rules on the Processing of Information for the Purpose of International Police Co-operation, and related regulations.

IV. Program Overview

The USNCB is authorized under INTERPOL rules to determine which U.S. law enforcement authorities are provided with access to INTERPOL databases via INTERPOL's Automated Search Facility ("ASF"), and the limits of the access provided. ASF provides query access to information in INTERPOL's databases obtained from INTERPOL's member countries on wanted persons, persons with criminal histories, persons connected to crimes, missing persons, stolen and lost passports and travel documents, stolen vehicles, and other law enforcement information. The USNCB is also responsible for ensuring that authorized users of

the INTERPOL databases comply with the applicable INTERPOL rules and regulations for use of information.

The USNCB will provide access to INTERPOL databases and the National Law Enforcement Telecommunications System ("Nlets") will provide a network and the necessary technical connection permitting approved Nlets users to access and query the INTERPOL ASF and other appropriate INTERPOL databases.

Nlets will be responsible for providing the transmission path for both query and response messages between authorized Nlets users and the USNCB for purposes of querying the ASF. Nlets will also facilitate subsequent communications, as appropriate.

The Nlets Representative for the DOJ will be responsible for administering and overseeing access to, and use of INTERPOL databases and information by authorized DOJ law enforcement officials, while ensuring the security of INTERPOL information, and its proper use in accordance with INTERPOL rules, and applicable U.S. law.

Access to ASF via Nlets will allow an authorized user to execute a specific Nlets query that will have predefined fields for querying nominal, passport, or vehicle identifiers within the INTERPOL ASF database. That Nlets transaction will be routed across the NLETS network to the USNCB. A gateway device will validate the ORI and then repackage the Nlets transaction into a web service query to the ASF database at the INTERPOL Secretariat General ("IPSG") in Lyon, France. ASF will process the query and return all negative and positive responses, including relevant additional information, through the USNCB's network. The USNCB's Nlets gateway will forward a response back to the ORI through Nlets. A positive hit will generate a preformatted message containing mandatory handling instructions. These instructions will specify required steps to validate the information with the country of its origin via the USNCB.

V. DIAGRAM

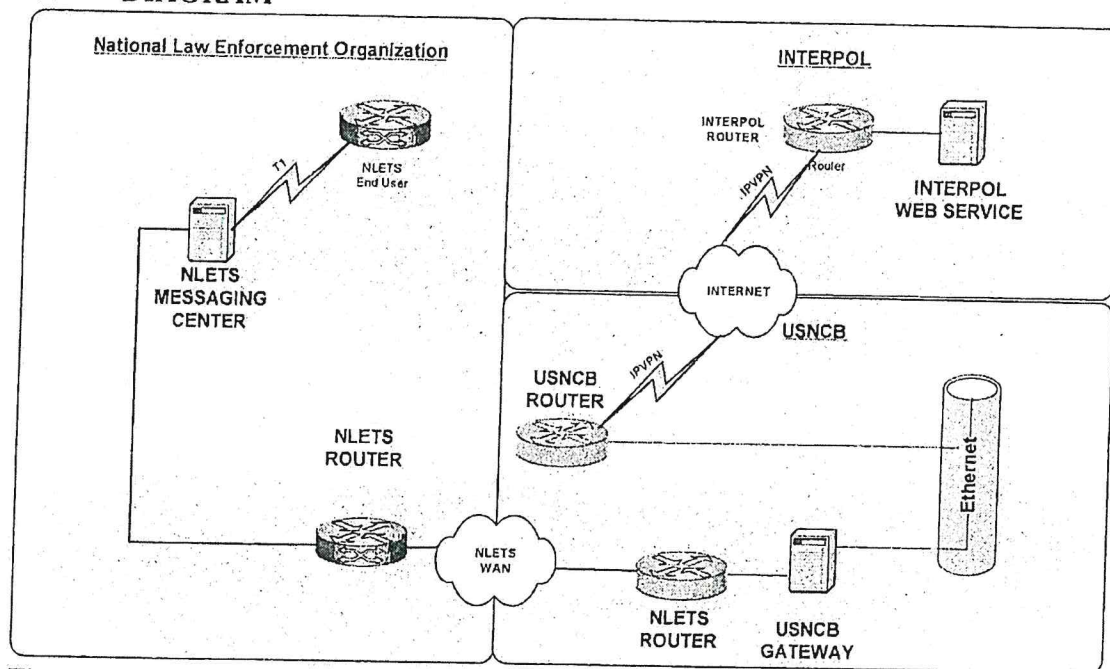


Figure 1 NLETS INTERPOL QUERY

VI. Responsibilities

A. Technical

1. The Nlets Representative on behalf of the DOJ will:
 - a. Provide a direct secure connection to Nlets and/or a certified gateway device for users of INTERPOL ASF.
 - b. The connection will comply with Nlets security requirements for handling of sensitive law enforcement information.
 - c. Be responsible for all modifications to any software or gateway devices required to utilize INTERPOL ASF via Nlets.
2. The USNCB will be responsible for providing and supporting access to INTERPOL ASF using the Nlets architecture as the communications medium.

B. Administration of End Users

The Nlets Representative on behalf of the DOJ will:

1. Provide centralized account and password administration for all users of INTERPOL ASF via Nlets.
2. Coordinate the access to INTERPOL ASF with the USNCB.
3. Verify that each end user of INTERPOL ASF has met appropriate security requirements, and is engaged in official law enforcement duties.
4. Provide system-based mechanisms for unique identification and authentication of all end users of INTERPOL ASF, using a password that meets DOJ and Nlets standards for accountability, access control, and audit trail.
5. Ensure that that all queries of, or transactions involving the INTERPOL ASF can be traced to an accountable individual.
6. Establish procedures to provide an audit trail identifying details of access by individual ORIs and specific end users of the INTERPOL ASF.
7. Coordinate end-user support and technical assistance with the USNCB and/or Nlets, as appropriate.
8. Report any attempts to gain inappropriate or unauthorized access to, or improper use or disclosure of INTERPOL information to the USNCB as soon as practicable and assist the USNCB in taking corrective action.

C. Training of End Users

The Nlets Representative on behalf of the DOJ will ensure that all users that it authorizes to access INTERPOL ASF are aware of, and comply with the following conditions for use of INTERPOL information:

1. INTERPOL data may only be used for law enforcement purposes;
2. The data must be protected from improper and unlawful use, access, alteration, and dissemination;

3. The data must be maintained on a secure system with restricted access limited to law enforcement officials performing their official duties;
4. Prior to any action taken on INTERPOL information, the USNCB must be contacted in order to verify the validity of the information in question with the Interpol Secretariat General (IPSG) and the National Central Bureau (NCB) of the source country or entity; and
5. Any restrictions placed on the use, retention, or dissemination of the information by the source entity pursuant to the Interpol Rules on Processing Police Information (RPI) must be respected.
6. Provide the INTERPOL INFORMATION – USER RESPONSIBILITIES (Attachment A) to all authorized end users of INTERPOL ASF

VII. Costs and Expenses

The DOJ will bear the cost and expense for the purchase or repair of software or hardware, or any other improvements to its systems or facilities necessary to comply with the terms of this Memorandum of Agreement.

VIII. Third Party Rights

This Memorandum of Agreement is an agreement between the parties and is not intended to create or confer, and does not create or confer, on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise.

IX. Entry Into Force, Amendment and Termination

A. Entry into Force

This Memorandum of Agreement shall become effective on the date of the latest signature.

B. Amendment

Either Party hereto may request amendment of this Memorandum of Agreement at any time. It is understood that any request will be in writing and that any amendment will

enter into effect only when both parties have concurred in writing.

Requests to amend this Memorandum of Agreement will be sent, in writing, from the Point of Contact of the proposing party to the Point of Contact of the other Party.

C. Termination

Either Party hereto may terminate this Memorandum of Agreement by written notice to the other Party. Either Party may terminate this Memorandum of Agreement upon 30 days written notification to the other Party's Point of Contact. Such notification will be the subject of immediate consultation by the Parties to decide upon an appropriate course of action.

X. Points of Contact

A. USNCB:

Assistant Director, State and Local Liaison Division

Telephone: 202-616-1051

FAX: 202-616-1087

Assistant Director, Information Technology

Telephone: 202-616-3855

B. DOJ:

Nancy Bloom

CJIS Bureau Chief

Montana Department of Justice

Scott Hart Building

303 North Roberts

4th Floor

Helena, MT 59620


Telephone: 406-444-2802

XI. Signatures

This Agreement is executed by the following authorized representatives of the parties.

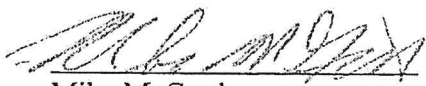
Signed:

USNCB:



Martin Renkiewicz
Director
INTERPOL - USNCB
U.S. Department of Justice

DOJ:



Mike McGrath
Attorney General
Montana Department of Justice
State of Montana

DATE: 5-1-07

DATE: 5/8/07

ATTACHMENT A

INTERPOL INFORMATION - USER RESPONSIBILITIES

The International Criminal Police Organization (“INTERPOL”) is an international organization whose mission is to facilitate the exchange of police information and promote cooperation and assistance between law enforcement authorities of its 186 member countries, including the United States. INTERPOL’s databases include information supplied by its member countries on wanted persons, persons with criminal histories, persons connected to crimes, missing persons, stolen and lost passports and travel documents, stolen vehicles, and other law enforcement information.

The Interpol-U.S. National Central Bureau (“USNCB”), U.S. Department of Justice, is the point of contact for all INTERPOL matters involving the United States and its state, local and federal law enforcement officials.

Use of INTERPOL information is subject to following requirements and restrictions:

1. The data may only be used for law enforcement purposes;
2. The data must be protected from improper and unlawful use, access, alteration, and dissemination;
3. The data must be maintained on a secure system with restricted access limited to law enforcement officials performing their official duties;
4. Prior to any action taken on INTERPOL information, you must contact the USNCB to verify the validity of the information in question with the source country or entity and receive additional instructions; and
5. Any restrictions placed on the use, retention, or dissemination of the information by the source entity pursuant to the INTERPOL Rules on Processing Police Information (RPI) must be respected.

To validate any hits on INTERPOL information, receive further instructions on its use, and if you have any questions, contact the USNCB at: Telephone - 202-616-3900 or FAX - 202-616-8400.