

## **Memorandum of Understanding**

### **Criminal Facial Recognition System**

#### **A. PURPOSE.**

1. This document creates a Memorandum of Understanding (MOU) when signed by a participating agency and endorsed by the South Carolina Law Enforcement Division (SLED) Criminal Justice Information Systems (CJIS) on behalf of the Criminal Facial Recognition System.
2. The Criminal Facial Recognition System was created in order to provide a single-source, secure data and facial image warehouse environment in which the South Carolina law enforcement community could search to find criminal information, to include images, for the purpose of investigating and disrupting criminal activities. The Criminal Facial Recognition System is a unique system in which users have access to mugshots and South Carolina Probation, Parole, and Pardon Services (PPP) images to include demographic data and arrest information.
3. This MOU is entered into by SLED and signatory municipal, county, state, and federal law enforcement agencies participating in the Criminal Facial Recognition System. This MOU sets forth the policy and procedures for the use of the Criminal Facial Recognition System by participating parties, including the ownership and control of data within the system.
4. Direct access to the Criminal Facial Recognition System is available to law enforcement agencies in South Carolina in the furtherance of authorized law enforcement activities.

#### **B. PARTICIPANTS.**

1. The participating law enforcement agencies are those whose representatives have subscribed to this MOU affirming adherence to the plan, principles and restrictions set forth herein.

#### **C. AUTHORITY.**

1. The South Carolina Code of Regulations, Section 73-30, reads, "Every law enforcement agency must send SLED a copy of each report made by any officer during the performance of his duties in responding to reported criminal violations within the jurisdiction of that agency; and every law enforcement agency must send SLED a copy of each arrest document made by any officer, jailor, or other official." Section 73-21 reads, "When practicable, the SLED/CJIS will develop

systems which will facilitate the exchange of criminal justice information between criminal justice agencies.”

#### **D. MISSION/OBJECTIVES.**

1. The Criminal Facial Recognition System seeks to gather arrest data associated with mugshots from SC law enforcement agencies in a systematic and ongoing manner in order to maximize the benefits of information gathering and analysis to prevent and respond to criminal and terrorist threats; to support preventive, investigative and enforcement activities; and, to enhance public safety and the protection of critical infrastructure in South Carolina. The specific objectives of the Criminal Facial Recognition System are to:

- a. Integrate arrest data with mugshots from arresting agencies in near real time within one data warehouse accessible by all participating agencies.
- b. Reduce the time spent by participating agencies’ operational, investigative and analytic personnel in search and retrieval of relevant data by providing query and analytical tools.
- c. Provide local and state law enforcement with a tool to search arrest data, including mugshots.
- d. Provide local and state law enforcement with a tool to develop six packs otherwise known as photo line-ups.

#### **E. OWNERSHIP, ENTRY AND MAINTENANCE OF INFORMATION.**

1. SLED/CJIS, in support of SC Code of Regulations 73-21 acts as the State's central criminal justice information repository and collects, processes, and stores criminal justice information and records necessary to the operation of the criminal justice information system of the State Law Enforcement Division. Also in support of SC Code of Regulations 73-21, when practicable, the SLED/CJIS will develop systems which will facilitate the exchange of criminal justice information between criminal justice agencies. The SLED/CJIS will collect, process, maintain, and disseminate information and records with due regard to the privacy of individuals, and will maintain and disseminate only accurate and complete records.

2. The Criminal Facial Recognition System is populated with information based on electronic fingerprint submissions (including mugshots where applicable) received from time of arrest and PPP images. It is not intended, nor does it serve as, an original repository of record. Rather, the Criminal Facial

Recognition System is a means to provide timely access for law enforcement agencies to information replicated from the Automatic Fingerprint Identification System (AFIS) and those images submitted by PPP.

#### **F. ACCESS TO AND USE OF INFORMATION.**

1. Each participating agency will have access to certain arrest information and images within the Criminal Facial Recognition System. Access, dissemination and/or use of such information by participating agencies are governed under the provisions of this MOU and any other applicable agreements for the exchange of information which may be established for the Criminal Facial Recognition System by the SLED CJIS CSO. Any SC law enforcement agency may access the Criminal Facial Recognition System, regardless if that agency contributes data to Criminal Facial Recognition System or those systems which provide information to the Criminal Facial Recognition System.
2. All parties will have access via a secure internet connection to the data warehoused in the Criminal Facial Recognition System, as provided in this MOU and other applicable agreements which may be established for the Criminal Facial Recognition System by SLED CJIS. Each agency is responsible for providing its own internet connectivity.
3. A person may only access the Criminal Facial Recognition System information when he/she is acting on behalf of a participating agency and has a legitimate need to know for an authorized law enforcement, counter terrorism, public safety, and/or national security purpose.
4. SLED CJIS has the responsibility to ensure proper usage of data contained within the Criminal Facial Recognition System, and conduct audits as necessary. The Criminal Facial Recognition System will maintain an audit capability to log all user activity. SLED CJIS will report any improper usage to the participating agency head and/or agency point of contact for follow up action.
5. SLED will train, certify, and grant access to users of the system. SLED will also notify all approved users of their obligations under applicable statutes and policies, and obtain acknowledgement in writing.
6. By accepting access to the information services described within this MOU, the User agrees to adhere to the following terms and conditions:
  - a. The User agrees the Criminal Facial Recognition application is for criminal justice purposes only;

- b. Use for any purpose other than criminal justice purposes will result in immediate termination of the MOU and immediate loss of access to the Criminal Facial Recognition;
- c. User agrees to comply with all SLED requirements regarding use of the Criminal Facial Recognition and SLED CJIS Networks;
- d. The User agrees Criminal Facial Recognition results are investigative leads to assist with subject identification and/or verification;
- e. The User agrees to provide qualified users the opportunity to attend training and to become trainers;
- f. The User agrees their personnel accept responsibility for identity adjudication and take law enforcement action based upon their own identity determination;
- g. The User agrees to notify SLED as soon as possible, and in no event not later than 5 business days, after an arrest(s) resulting from the use of the Criminal Facial Recognition;
- h. The User agrees to participate in related evaluations to determine the effectiveness of the Criminal Facial Recognition application; and
- i. SLED is to be notified immediately when User personnel have a change in employment status or duty assignment where Criminal Facial Recognition access is no longer needed.

#### **G. SECURITY.**

1. Each participating agency will be responsible for designating those employees with access to the Criminal Facial Recognition System.
2. Each participating agency is responsible for training those employees with access to the Criminal Facial Recognition System regarding its use, dissemination and security of any information obtained from the system.

#### **H. COSTS.**

1. SLED is responsible for the purchase and maintenance of the hardware and software comprising the Criminal Facial Recognition System platform.
2. Participating agencies are responsible for the purchase and maintenance of devices necessary to access data contained within the Criminal Facial Recognition System.

#### **I. LIABILITY.**

1. Unless specifically addressed by the terms of this MOU (or other written agreement), the parties acknowledge and accept responsibility for negligent or wrongful acts or omissions of their respective officers and employees to the

extent they would be liable under the laws of the jurisdiction(s) to which they are subject.

#### **J. GOVERNANCE.**

1. The Criminal Facial Recognition System is managed by the Office of the SLED CJIS Systems Officer (CSO).

#### **K. NO RIGHT IN NON-PARTIES.**

1. This MOU is an agreement among the parties and is not intended nor should it be construed to create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against SLED; or any municipal, county, state, or federal party, or other sponsor under whose auspices a party is participating in the CRIMINAL FACIAL RECOGNITION SYSTEM; or the officers, directors, employees, detailees, agents, representatives, contractors, subcontractors, consultants, advisors, successors, assignees or other agencies thereof.

#### **L. EFFECTIVE DATE/DURATION/MODIFICATION.**

1. This MOU shall become effective when the duly authorized representative(s) of each party sign.
2. This MOU shall continue in force indefinitely for so long as it continues to advance the participants' mission purposes and contingent upon approval and availability of necessary funding and as long as MOU terms and conditions are adhered to.
3. This MOU may be modified upon the mutual written consent of the duly authorized representatives of the parties. However, the parties may without the need of formal MOU modification cooperatively address and resolve administrative, technical, and operational details relating to this MOU provided any such resolution does not conflict with the spirit, intent or provisions of this MOU. Modifications must be sufficiently memorialized to meet the business purposes of the Criminal Facial Recognition System.

**IN WITNESS THEREOF**, the parties below have individually executed this MOU by the signatures of the duly authorized representative of each participating agency, and incorporated herein as part of this MOU.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

For the Criminal Facial Recognition System:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

For City of Hartsville:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_