

The Holder-Of-The-Record agreement be copied and implement with each non-terminal **law enforcement criminal just agency** that you service. As stated in the agreement, each non-terminal agency serviced by your agency, **must** have an ORI assigned by the FBI which uniquely identifies the information the non-terminal agency Is authorized to receive. If you encounter an agency that does not have an ORI, please refer them to MJIC for an ORI assignment.

The Holder-Of-The-Record agreement should be kept up-to-date and available for review during future audits by the FBI or MJIC. It is also necessary to forward a copy of each agreement you initiate with a non-terminal agency to MJIC.

**MISSISSIPPI JUSTICE INFORMATION CENTER
HOLDER-OF-THE-RECORD-AGREEMENT**

This agreement is made and entered into by and between _____, having terminal access to the Mississippi Justice Information Center (MJIC), hereinafter referred to as User Agency, and _____, hereinafter referred to as Non-Terminal Agency.

The purpose of this Agreement is to specify the duties and responsibilities of both the User Agency and the Non-Terminal agency in the operation and use of computerized information obtained via the MJIC network. The User Agency and the Non-Terminal Agency agree to comply with federal and state laws, rules, procedures and policies adopted by the MJIC, NCIC Advisory Policy Board, FBI/NCIC and NLETS relating to operation, security, and privacy of criminal justice and law enforcement information, including criminal history record information.

The rules, regulations and policies of MJIC, NCIC, and NLETS as they apply to criminal history record information, computerized or manual, wanted/missing persons, stolen property record data and all other criminal justice and law enforcement related information transmitted or received through the MJIC Network are Incorporated into the made a part of this agreement.

User Agency agrees to only furnish the Non-Terminal Agency with information they are authorized to receive as designated by their ORI assignment by the FBI. Non-terminal Agency agrees to limit request for information for authorized criminal justice purposes only and further agrees to limit the information received from the User Agency to authorized employees within their own agency.

Non-Terminal Agency agrees to ensure that its employees are responsible for the physical security of all information under their control or in their custody which was received from User Agency, so as to protect such information from any unauthorized access, disclosure or dissemination. It is specifically understood that access to such information is restricted to criminal justice purposes and unlawful use of dissemination can be a felony under Mississippi and Federal laws. Further, Non-Terminal Agency agrees to inform the User Agency and MJIC of any unauthorized attempts to access or disseminate information as soon as such attempts are recognized.

User Agency and Non-Terminal Agency agree to log the dissemination of criminal history record information furnished to any authorized agency or individual. Dissemination may only be made to an authorized agency who has an ORI assigned by the FBI which authorized access to requested information.

The Non-Terminal agency authorized the User Agency to enter, update and/or remove records on NCIC. The Non-Terminal Agency agrees to immediately notify the User Agency of any change in the status of records and agrees that User Agency will confirm all NCIC Hits based upon information provided by the Non-Terminal Agency. Non-Terminal Agency must be able to prove the User Agency with Hit Confirmation information twenty-four (24) hours per day.

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When necessary, User Agency will request additional time on "Ten Minute Hit Confirmations". After the additional time is requested, User Agency will contact the Non-Terminal Agency's officer in charge of the shift at which time the "Hit" occurs. The Non-Terminal Agency's officer will obtain the information requested and will notify User Agency of the "Hit Confirmation" response which will be sent to the requestor by User Agency.

Entries made into NCIC for a Non-Terminal Agency will contain the ORI of the User Agency. The User Agency will develop a method agreeable to Non-Terminal Agency and MJIC, for means to identifying the owner of the record. Monthly NCIC validations will be mailed to the User Agency and the validation process will be completed by the User Agency's Terminal Agency Coordinator or authorized employee and an authorized employee of the Non-Terminal Agency.

Non-Terminal Agency agrees to indemnify user Agency from the and against any claims, demands, actions, suits and procedures by others, including but not limited to any liability for damages by reason of false arrest, imprisonment, seizure of property, or any action whatsoever involving the records of the Non-Terminal Agency. User Agency is expressly not exempt form liabilities through negligence on its own part.

MJIC reserves the right to suspend services to User Agency; likewise the User Agency reserves the right to suspend service to Non-Terminal Agency when rules, policies, or procedures have been violated.

By acceptance and execution of this agreement, the User Agency and Non-Terminal Agency confirms compliance with the MJIC, NCIC, and NLETS rules, regulations, and policies.

This agreement become effective immediately and will remain in effect until and one (1) of the officials as name below is changed, at which time a new agreement may be initiated.

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

USER AGENCY

NON-TERMINAL AGENCY

Signature of Agency Head

Signature of Agency Head

Date

Date