Appendix D

Statewide Intelligence System Sample Participation Agreement

This agreement is made and entered into between the [NAME OF LEAD AGENCY], which is responsible for coordinating the Statewide Intelligence System (SIS), and the [NAME OF PARTICIPATING AGENCY] [hereinafter referred to as the Participating Agency].

The [NAME OF LEAD AGENCY] hereby agrees to:

- 1. Establish and maintain a central computerized statewide criminal intelligence information system for the sole purpose of assisting local, state, and federal law enforcement agency personnel in ongoing multijurisdictional investigations or prosecution activities relating to specific areas of criminal activity. The intelligence system will be known as the [STATE] Statewide Intelligence System (SIS). The [STATE] SIS will develop the necessary computer programs to provide Participating Agencies with system access capabilities.
- 2. Supply prospective Participating Agencies with membership applications and policy information and, upon attainment of membership, procedural guidelines and necessary forms as adopted by the [NAME OF LEAD AGENCY] and the SIS Control Group, an advisory board to the [NAME OF LEAD AGENCY].
- 3. Notify the SIS Control Group of any information pertaining to alleged violations of policies and/or procedures by Participating Agencies.
- 4. Establish criteria, with the advice of the SIS Control Group, for:
 - Eligibility of Participating Agencies
 - Information Submission
 - Information Inquiry/Access/Dissemination
 - Information Retention/Deletion
 - Security of Information
 - Audit Trails

The Participating Agency agrees to:

- 1. Comply with the U.S. Department of Justice Criminal Intelligence Systems Operating Policies, 28 CFR Part 23 (September 16, 1993), where applicable, and with the policies and procedures promulgated by the [NAME OF LEAD AGENCY] and the SIS Control Group, when utilizing the SIS.
- 2. Assume responsibility for entering, maintaining, purging, and querying the SIS through approved Participating Agency representative(s) in compliance with the policies and procedures promulgated by the [NAME OF LEAD AGENCY] and the SIS Control Group.
- 3. Assume responsibility for ensuring that all data submitted for storage in the SIS is connected to known or suspected criminal activity for operation of the system.
- 4. Assume responsibility for ensuring the accuracy of all information submitted for storage in the SIS.
- 5. Assume responsibility for ensuring that data determined to be inaccurate, outdated, or otherwise no longer deemed relevant to the objectives of the SIS is immediately purged from the SIS.
- 6. Assume responsibility for restricting the dissemination of information obtained from the SIS and for any use or misuse of said information.

7. Assume responsibility for all of its actions in the exercise of its rights pursuant to this Participation Agreement and to indemnify and hold harmless the [NAME OF LEAD AGENCY] and its agents from any and all claims, demands, actions, suits, and proceedings by others directly resulting from, or incident to, the Participating Agency's use of the information services authorized by this Participation Agreement.

FURTHERMORE, the parties hereto acknowledge and agree that all submissions of criminal intelligence information on individuals and organizations submitted to the SIS are the property of the submitting agency.

This Participation Agreement will become effective on [DATE] and will remain effective until termination by any of the parties hereto after a minimum of 30 days notice.

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

[AGENCY NAMES AND SIGNATURES]