

## ACIC System Service Agreement (Non Direct Access Agency)

This Agreement is between the Arkansas Crime Information Center, hereinafter referred to as ACIC, and the \_\_\_\_\_, hereinafter referred to as the User Agency. The purpose is to specify the standards and responsibilities of both ACIC and the User Agency in the operation and use of ACIC services.

ACIC agrees to provide those computerized information services authorized by Arkansas law, plus access to the FBI's National Crime Information Center (NCIC) and the National Law Enforcement Telecommunications System (NLETS), or their successors.

The User Agency agrees to abide by ACIC System Regulations, as well as NCIC and NLETS rules and regulations, which are hereby referenced and made a part of this agreement.

The User Agency agrees to be responsible for the accuracy, completeness and timeliness of all records caused by user agency to be entered by it into the state and national files, as well as, for compliance with ACIC and NCIC record quality controls, validations and audits.

The User Agency agrees that agencies and officials receiving information from the ACIC system are limited to those that have been assigned an Originating Agency Identifier (ORI) number by the FBI. The ACIC Supervisory Board may also allow other agencies or officials access to information from state controlled databases, when authorized by Arkansas law.

The User Agency agrees that information from the ACIC system shall only be used by criminal justice officials, acting in their official capacities, for criminal justice purposes. Any use for non-criminal justice purposes must be authorized by law, under procedures approved by the ACIC Supervisory Board. Information on wanted persons, missing persons, stolen property, hazardous materials, and road and weather conditions may be released to the public, provided ACIC policies are followed. Criminal history, vehicle registration, driver license or driver record, gang file, protection order, sex offender registrations, Secret Service Protective file, and administrative message traffic shall not be released to the public. Access to this information is restricted to criminal justice officials acting in their official capacity.

The User Agency agrees that criminal history information obtained through the ACIC system is restricted to criminal justice use and may not be accessed for licensing or employment purposes, except criminal justice employment, or other purposes specifically authorized by law.

### ACKNOWLEDGMENT

We hereby acknowledge and agree to the duties, responsibilities and standards set forth in this document, as well as those documents included by reference, and will ensure that all applicable employees and support agencies and/or contractors will also have a full understanding of this agreement. We further acknowledge that a failure to comply with the conditions of this agreement may result in administrative sanctions or penalties of law.

This Agreement will become effective when executed by both parties and shall remain in force until amended or replaced.

**CHIEF OFFICIAL OF USER AGENCY:**

**ACIC DIRECTOR:**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **Director**

Date \_\_\_\_\_

Date \_\_\_\_\_