

MEMORANDUM OF UNDERSTANDING BETWEEN ALPR AGENCY AND OUTSIDE AGENCY

This MEMORANDUM OF UNDERSTANDING ("Agreement") is entered into by and between the [insert police department name] ("ALPR AGENCY") and the [insert police department name] ("Outside Agency") regarding access and Use of Automated License Plate Reader (ALPR) Camera Data.

PURPOSE

The purpose of this MOU is to establish guidelines and restrictions regarding the Outside Agency's access to, and use of ALPR camera data owned and operated by the ALPR Agency. This MOU is intended to ensure responsible use of ALPR technology in accordance with Rhode Island's Statewide Policy on Automated License Plate Readers ("Statewide Model Policy").

SCOPE

This MOU covers all access to, and use of ALPR Agency owned ALPR cameras and associated data. The outside agency may be granted limited access for a valid law enforcement purpose under the conditions outlined herein.

CONDITIONS OF ACCESS

Authorized Use:

Access to ALPR data is granted solely for a valid law enforcement purpose as defined in the Statewide Model Policy on Automated License Plate Readers including but not limited to criminal investigations, active searches for stolen vehicles, missing persons, or suspects in serious crimes.

Prohibition and Data Sharing:

With the exception of a prosecutorial agency or to comply with a judicial court order, the Outside Agency shall not share, disseminate, forward, or otherwise provide access to any data, images, or alerts obtained from the ALPR Agency ALPR system to any third party, including but not limited to:

- federal, municipal or state agencies that have not entered into this MOU with the ALPR Agency;
- US Immigration and Customs Enforcement;

- Any matter where the criminal investigation concerns a crime that is not recognized under Rhode Island law; and
- Any private organizations or entities.

Violation of Data Sharing Restrictions:

Any unauthorized disclosure, sharing, or use of Agency ALPR data in violation of this MOU will result in immediate revocation of access privileges for the outside agency. Additional administrative or legal actions may also be pursued at the discretion of the ALPR Agency.

DATA OWNERSHIP AND OVERSIGHT

All data collected from ALPR cameras is owned by the ALPR Agency and remains the property of the ALPR Agency. Access is granted at the sole discretion of the ALPR Agency and may be revoked at any time with or without cause.

TERM AND TERMINATION

This MOU shall remain in effect until terminated by either party with written notice. The ALPR Agency shall terminate this agreement immediately if the outside agency is found to be in violation of any terms outlined herein.

ACKNOWLEDGMENT

By signing below, the Outside Agency acknowledges and agrees to abide by all terms, including the prohibition on sharing ALPR data with any external or federal agencies.

GOVERNING LAW

The terms and conditions of this agreement will be governed by and construed in accordance with the laws of the State of Rhode Island.

/s/ signatures on next page

IN WITNESS WHEREOF, the ALPR Agency and the Outside Agency have each caused this Agreement to be duly executed by its authorized officer as of the day and year first written below.

[ALPR Agency Name]:

Name: _____ Title: _____

Signature: _____

Date: _____

[Outside Agency Name]:

Name: _____ Title: _____

Signature: _____

Date: _____