



Executive Orders and other orders and regulations applicable to all Federal agencies;

DEA is authorized to enter into this MOU pursuant to the Comprehensive Abuse Prevention and Control Act of 1970, as amended, 21 U.S.C. § 801e, etc.

The specific authority for DEA to enter into cooperative agreements for the exchange of information between governmental officials concerning the use and abuse of controlled substances is set forth under 21 U.S.C. § 873.

5. RESPONSIBILITIES

5.1. Data sharing

GBP will provide DEA with LPR data collected by GBP and DEA will provide GBP with LPR data collected by DEA at regular intervals and in a manner specified in the service level agreement between the Parties.

5.2. Use of LPR data

Each Party's use of data shall be limited to purposes stated in this MOU and any applicable laws and regulations.

DHS and DOI are authorized to use and disseminate LPR data received from each other into documents such as reports, affidavits, legal process, case files, and analytical products.

6. CONFIDENTIALITY

6.1. Access

The Parties will limit access to any LPR data received pursuant to this MOU to authorized personnel who have a need to know in the performance of their official duties.

6.2. Dissemination

Except as otherwise provided below, data received pursuant to this MOU will not be disseminated outside of DHS or DOI without the express prior written consent of the providing Party, unless dissemination is required by U.S. law or regulation.

The Parties agree that any LPR data provided by the other Party, or analytical product containing such data, will be de-classified by the staff of the (B)(7)(E) at (B)(7)(E) before any operational action is taken on the basis of the data or product.

The Parties agree that any LPR data provided by the other Party, or analytical product containing such data, will be de-classified by the staff of the (B)(7)(E) at (B)(7)(E) before any operational action is taken on the basis of the data or product.

The dissemination of LPR data received under this MOU to Federal, state and local law enforcement and prosecutors in the Party's official duties is permitted under this MOU

Where otherwise in conformance with applicable law. Non-Party recipients of disseminated under this MOU will be instructed to coordinate and de-conflict any resulting operational activity through (B)(7)(E)

Furthermore, the dissemination of LPR data to intelligence, operations, and fusion centers, including the (B)(7)(E) is permitted under this MOU where otherwise in conformance with applicable law.

The dissemination set forth above will be expressly conditioned upon the receiving authority's compliance with the terms of this MOU and regarding the treatment and handling of the LPR data.

*Party Requests*

6.3 Third

When a Party receives a request, including requests under the Freedom of Information Act or the Privacy Act, from a third party not otherwise covered by the MOU for data reserved under this MOU, that Party will ensure that it does not adjudicate the request on behalf of the providing Party.

When or the under the p

Upon receiving such requests, the receiving Party will consult with the Party that provided the LPR data of how to respond to the request and, if appropriate, will refer the request to the providing Party for response.

6.4. Data Markings

All LPR data shared pursuant to this MOU must contain markings identifying the providing agency and the nature of the data. Based on these markings and the nature of the data provided, the receiving agency will be required to apply appropriate handling and protection measures as required by applicable law and applicable security policies.

provided, external

7.2. Retention

The Data will be destroyed two years after receipt unless the data is moved to and maintained in a system of records defined in a Privacy Act system or systems of records and used in accordance with the applicable

the data is moved to and maintained in a system of records defined in a Privacy Act system or systems of records and used in accordance with the applicable Privacy Act System of Records Notice(s)

7.3. Unauthorized Activity Reporting

Unauthorized access, disclosure, copying, use,

Where there has been or may have been unauthorized access, disclosure, copying, use,

- (B)(6), (B)(7)(C)
- (B)(6), (B)(7)(C)
- (B)(6), (B)(7)(C)
- (B)(6), (B)(7)(C)

*11. EFFECT ON OTHER AUTHORITIES*

... statute or regulation ... intended to restrict the authority of either Party to act as provided by ... law

(B)(6), (B)(7)(C)

(B)(6), (B)(7)(C)