

MEMORANDUM OF UNDERSTANDING BETWEEN THE
NEW JERSEY STATE POLICE
AND THE COMMONWEALTH FUSION CENTER

This memorandum of understanding ("MOU") is made between the New Jersey State Police (NJSP) and the Commonwealth Fusion Center ("CFC") of the Massachusetts State Police ("State Police").

PURPOSE

Whereas the CFC is responsible for obtaining information on terrorism/homeland security and law enforcement/public safety;

Whereas the NJSP is willing to provide support to the CFC concerning the above described information relevant to Massachusetts;

Now, therefore, in consideration of the MOU contained herein, the parties agree as follows:

AUTHORITY

This MOU is entered into under the authority of the laws of the Commonwealth of Massachusetts.

TERMS OF AGREEMENT

DUTIES

The CFC and the NJSP agree to establish a means to communicate securely and to efficiently exchange appropriate crime related and homeland security related intelligence/information products. In this endeavor, CFC and the NJSP personnel will:

- Assist the respective agencies with requests for information relating to criminal and homeland security matters by accessing departmental databases and resources within the constraints of state and federal law.
- Share all relevant intelligence/information in a timely manner.
- Communicate on a regular basis as determined by the authorized representatives.
- Provide 24/7 contact coverage to enable timely access and effective utilization of the respective departmental resources.

DURATION AND TERMINATION

This MOU shall remain in effect until such time as either signatory agency withdraws from this agreement. The NJSP or the CFC may terminate this MOU upon a 30-day notice in writing to the other party.

AUTHORIZED REPRESENTATIVES AND NOTICE PROVISION

The CFC's authorized representative for the purposes of administration of this Agreement is Major Robert G. Smith or his successor. The NJSP's authorized representative for the purposes of administration of this Agreement is Richard W. Kelly or his/her successor. Any written notice to the CFC required under this Agreement shall be addressed to Major Robert G. Smith, Commonwealth Fusion Center, 470 Worcester Road, Framingham, MA 01702. Any written notice to the NJSP required under this Agreement shall be addressed to Regional Operations Intelligence Center P.O. Box 7068 W. Trenton, NJ 08628

ASSIGNMENT

Neither the CFC nor NJSP shall assign or transfer any rights or obligations under this MOU without the prior written consent of the other party.

AMENDMENTS

Amendments to this MOU must be approved in writing by both parties to this MOU.

LIABILITY

The CFC and NJSP agree that each party will be responsible for its own acts, or the acts of its Representative(s) and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The CFC and NJSP liability shall be governed by the provisions of their own applicable state laws. Liability of the Commonwealth, the CFC, the State Police, or any Massachusetts state employees for injury or death of any person(s) and/or damage to or loss of any property, as a result of any act or omission undertaken under the provisions of this MOU shall be strictly subject to the terms, exclusions and limits of M.G.L. c. 258.

SECURITY

The CFC Commanding Officer or his designee shall be responsible for protecting the confidentiality of information provided by the NJSP to the CFC in accordance with security measures of the CFC.

To further ensure the confidentiality of information provided by the NJSP to the CFC, the CFC Commanding Officer shall report on security measures to the Colonel/Superintendent of the State Police on a periodic basis. Any breach of security shall immediately be reported to the Colonel/Superintendent of the State Police.

The CFC Commanding Officer shall have the discretionary authority to deny the assignment of an individual to the CFC and/or deny access to any information or the facility itself for security reasons.

The CFC shall utilize the "Third Agency Rule," meaning that dissemination of another agency's materials beyond the CFC requires advance permission from the originating agency. In addition, no agency shall disseminate materials produced by the CFC without first obtaining the permission of the CFC Commanding Officer, or his/her designee, and

consistent with applicable public records law. These rules shall apply to all individuals who are contacts to the CFC, regardless of their agency.

THE INFORMATION SECURITY COMPLIANCE AGREEMENT

The CFC has established the Information Security Compliance Agreement to ensure that the rights of innocent citizens are not abridged by the operations of the CFC, and the NJSP agrees to abide by it. The Information Security Compliance Agreement is attached to this MOU as **Appendix A**. NJSP employees assigned as contacts to the CFC shall act consistent with Section 28 of the Code of Federal Regulations, Part 23 (see attached **Appendix B**) and their applicable state laws.

DISPUTE RESOLUTION

Any disputes that may arise between the participating agencies concerning the operations of the CFC shall be referred to the CFC Commanding Officer for resolution. If the CFC Commanding Officer cannot resolve the dispute, it will be referred to the Agency Heads of the parties involved for resolution.

IN FURTHERANCE of their respective goals, objectives, and missions, the parties jointly agree to abide by the provisions of this MOU.

EFFECTIVE DATE

This MOU shall become effective upon the signature of all parties.

ENTIRE MOU

This MOU contains all of the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding its subject matter shall be deemed to exist or to bind either of the parties hereto.

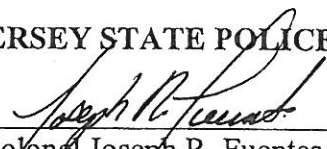
SIGNATORIES

The undersigned hereby represent that they are officers duly authorized to sign for the parties to this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed.

APPROVED:

1. NEW JERSEY STATE POLICE

By: 
Colonel Joseph R. Fuentes

Title: SUPERINTENDENT

Date: 1/6/05

By: 
Zulima Farber

Title: Attorney General

Date: 2/6/06

2. MASSACHUSETTS STATE POLICE
COMMONWEALTH FUSION CENTER

By:



Colonel Thomas G. Robbins

Title: Superintendent, Massachusetts State Police

Date: 2-6-06

Distribution:

Executive Office of Public Safety & Homeland Security
Colonel/Superintendent's Office, Massachusetts State Police
Superintendent's Office, New Jersey State Police

APPENDIX ~~X~~ ^A

MASSACHUSETTS STATE POLICE (State Police)
INFORMATION SECURITY COMPLIANCE AGREEMENT

SECURITY, NONDISCLOSURE AND CONFIDENTIALITY

The NEW JERSEY STATE POLICE (NJSP) and its employee(s) (**Representative(s)**) assigned as contact(s) to the Commonwealth Fusion Center (CFC) shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in the performance of their duties under this Agreement:

SECURITY PROCEDURES:

The NJSP agrees that its **Representative(s)** designated to work under this Agreement will comply fully with NJSP security procedures and the security procedures set forth in this Agreement in relation to the performance of their duties.

NONDISCLOSURE AND CONFIDENTIALITY:

Except as may be required by applicable law or a court of competent jurisdiction, the NJSP and its **Representative(s)** shall maintain strict confidence with respect to any Confidential Information to which the NJSP and its **Representative(s)** are given access. This representation shall survive termination of this Agreement. For purposes of this Agreement, NJSP and its **Representative(s)** agree to treat all information (oral, visual, or written) received from the CFC as Confidential Information, unless provided a written release from the designation for specified information by the Colonel/Superintendent of the Massachusetts State Police (State Police), or his/her designee. The State Police shall abide by this clause for information provided to the CFC by NJSP and its **Representative(s)**.

ADMINISTRATIVE OBLIGATION:

The NJSP and its **Representative(s)** designated to work under this Agreement, agree to immediately notify the Commanding Officer of the CFC, or his/her designee, in the event of the arrest of, or disciplinary action, or an ongoing investigation, involving the **Representative(s)** assigned as a contact to the CFC.

The NJSP agrees that each **Representative** assigned as a contact to the CFC and all future **Representative(s)** who may be assigned to the CFC will read and sign this Agreement, acknowledging its terms and requirements.

Violation of the Security, Nondisclosure and Confidentiality, and Administrative Obligation clauses specified in this Agreement may result in denial of access to the CFC and a request to the NJSP for replacement of the NJSP's **Representative(s)** as a contact to the CFC.

I have read, understand and agree to the terms and requirements of this Agreement.

Quilley W. Kelly 30 JAN 2006
NEW JERSEY STATE POLICE Representative Date

Frank E. Rodgers / m 27 DEC 2005
NEW JERSEY STATE POLICE Executive Officer (or Designee) Date

Robert G. Smith 3/2/06
COMMONWEALTH FUSION CENTER Commanding Officer Date
Major Robert G. Smith

cc: Executive Office of Public Safety & Homeland Security
Office of the Colonel/Superintendent, Massachusetts State Police