



NIBIN Enforcement Support System (NESS) Rules of Behavior and User Agreement Form

INTRODUCTION

The Bureau of Alcohol, Tobacco, Firearms and Explosive's (ATF) National Integrated Ballistics Information Network (NIBIN) provides Federal, State, Tribal, and local law enforcement with NIBIN hits and leads linking ballistic evidence between crime scenes and firearms recovered by law enforcement. The NIBIN Enforcement Support System (NESS), maintained by the ATF, serves as the national repository for NIBIN information pertaining to firearms, and other ballistic evidence, used in the commission of a crime. ATF has developed NESS to leverage crime gun intelligence derived from NIBIN with Federal, State, and local law enforcement resources to produce actionable leads and assist in ongoing investigations.

PURPOSE

The purpose of the NESS Rules of Behavior and User Agreement Form is to establish an interagency agreement governing the access and use of NESS. In addition, it will describe necessary provisions regarding the creation, maintenance, and removal of user accounts and passwords. Each user must sign this agreement form before ATF will grant access to NESS.

AUTHORITY

This Rules of Behavior and User Agreement Form is pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44, and the National Firearms Act, 26 U.S.C. Chapter 53.

SCOPE

- The user acknowledges that it is in the public interest to enhance cooperation among Federal, State, Tribal, and local law enforcement and public safety agencies to identify the perpetrators of crimes involving firearms.
- The user acknowledges that ATF, through its Firearms Operations Division (FOD), and the NESS application will assist Federal, State, Tribal, and local law enforcement and public safety agencies combat crimes involving firearms through the collection, cataloging, automated processing, comparison, and dissemination of intelligence and information and by making available other ATF criminal and regulatory resources.

NESS APPLICATION INFORMATION RELIABILITY & DATA INTEGRITY

Reliable data is critical to the successful operation of any information system. The following *mandatory provisions* will ensure the reliability of incident-based information contributed to the NESS program:

- The user is responsible for and shall take those steps necessary to ensure the accuracy of information contributed to NESS during the course of an official investigation.
- The user agrees that NESS is solely to be used as an investigative tool.
- Files and other information entered into NESS are not original documents. Each contributing agency shall maintain original documents. ATF encourages users to follow their local rules of evidence governing the storage of electronic media.
- ATF cautions users not to use data extracted from NESS as admissible evidence in any proceeding without further verifying such information and coordinating with the agency that contributed it. See also *Disclosure/Dissemination*.
- Users shall prevent unauthorized alteration, damage, destruction, or tampering with the NESS application or the information contained within NESS.
- Users shall never enter unauthorized, inaccurate, or false information. If such information is inadvertently entered, it should be removed immediately and, if appropriate, documented.



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- Create only authorized records or files.
- NESS users shall only access data necessary to perform the function of their employment and shall neither browse nor access data unrelated to a specific need.
- Users shall protect NESS data by safeguarding workstations and electronic storage devices from unauthorized access.

USER RESPONSIBILITY

- The use of NESS by an authorized agency does not actively involve ATF in the investigation or the prosecution of a particular incident.

Unclassified//Law Enforcement Sensitive (U//LES)

- NESS data is classified Unclassified//Law Enforcement Sensitive (U//LES) and should not be disseminated outside Law Enforcement. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Justice (DOJ) policy relating to U//LES information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DOJ official.

Encouraged Methods and Procedures

NESS allows local users to export records that they have contributed to the system. We encourage the following methods for the handling of such information:

- Take the same care with system output as with the system itself; that is, control access to printouts, disks, or other media storage devices that contain your NESS software application records.
- Lock up/secure storage media/hard copy containing your NESS software application records at the end of the day or when otherwise unattended.
- Do not leave computer printouts containing your NESS software application records unattended at printers.
- Mark media to distinguish your NESS software application records from other files.
- Dispose of workstation disks, including hard drive disks, containing your NESS software application records by erasing sensitive data, degaussing, shredding, or other appropriate procedures.

Disclosure/Dissemination

- The user acknowledges that information pertaining to individuals (targets, witnesses, victims, etc...) contained in NESS directly relate to an underlying investigation.
- The user acknowledges that they will disclose *no* information contained within the NESS application to a third party except as described in this agreement.
- The user agrees that the agency contributing information into NESS is the custodian/owner of that record and will abide by their own State laws, statutes, and regulations and maintain that data accordingly.
- The user agrees there will be no disclosure of information contributed by the user's agency into NESS outside of the user's agency except that disclosure which is deemed necessary by ATF or the user's agency in conjunction with an official law enforcement investigation or pursuant to a lawful court order or legal request (including discovery requests).
- The user agrees to immediately report to ATF any order arising from a legal proceeding by a court of competent jurisdiction ordering the disclosure of information contained within the NESS application contributed by an agency other than the user's agency.



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- The user agrees that disclosures made under a user's State Public and Open Records Laws or other internal agency dissemination policy *apply only to incident reports that the user's agency has contributed into NESS*. The user shall not release any data in the NESS application contributed by a participating agency other than the user's agency. Furthermore, any such request seeking the disclosure of such third-party information shall be reported immediately to ATF. *ATF does not process public records requests for records contributed to NESS by non-ATF agencies.*
- The user agrees that premature disclosure of information contained within the NESS could interfere with pending or prospective law enforcement operations and/or prosecution proceedings. This LES information includes but is not limited to data that may link a person or persons to an incident or incidents; criminal methodology of an incident or incidents; personally identifiable information; ORI information, or information related to patterns of criminal activity involving the illegal use of firearms. The user agrees not to disclose LES information shared or generated pursuant to this agreement to any party except as described in this agreement without the express consent of both parties to this agreement.
- Any advisories or reports (including the information contained within them) obtained from the NESS system or ATF which contain third-party data may only be further disseminated with the consent of the party with ownership over the data.

Costs

- The use of the NESS system is free of charge to participating agencies.
- The user agrees that ATF is not responsible for costs or liabilities associated with an agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application.
- ATF will maintain access to the NESS application furnished to the user and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application by the user or enhancements to the NESS application by the user, as well as repairs to local computer hardware, computer software, or communications problems.

System Access

- The user hereby agrees to notify ATF to terminate the NESS account of an authorized end-user *immediately* when they have no need for NESS access due to retirement, transfer, reassignment, termination, and/or separation.
- The user agrees to access NESS only through computers owned or leased for official Government purposes. The user agrees that ATF retain all proprietary rights to include but not limited to the NESS schema and computer code.
- The user agrees to protect access to the NESS information system via any type of wireless communication medium or appliance by authentication to ensure protection from unauthorized system access. Wireless devices shall support a minimum of AES 128-bit encryption in accordance with FIPS Publication 140-2 or later Security Requirements for Cryptographic Modules.

Password Complexity Rules

- Passwords must be at least 16 characters (network enforced).
- Passwords must contain both upper- and lower-case characters: a-z, A-Z (network enforced).
- Passwords must contain numbers and punctuation characters as well as letters: 0-9,!#\$%^&*()_+|=~\`{}[]:;'\<?.,/@ (network enforced).
- Passwords should not be or contain a word in a dictionary.
- Passwords should not be a common usage word, such as:



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- Names of family, pets, friends, co-workers, fantasy characters, or sport teams.
- Birthdays or other personal information, such as addresses and phone numbers.

Sharing Passwords

- Never divulge your password to anyone and do not use another user's password, even with permission.
- Never provide your password over the phone to an unsolicited or unidentified caller. Hackers often try to get employees to divulge passwords by pretending to be someone from the Help Desk. The Help Desk will NEVER ask you to reveal your password.
- Never allow another user to access NESS by using your NESS login credentials. Always remember to log off when leaving a computer with an active NESS session.
- If you suspect your password is compromised, change it immediately and then notify your local ATF NESS Point of Contact.

Administrative

- ATF retains the right to remove access to NESS upon:
 - Determination that the NESS application is being neglected or misused, or is not receiving reasonable use;
 - Receipt of written notification of the termination by participating agency; or
 - Termination of the NESS application.
- The user acknowledges that the operations described in this agreement are subject to audit by ATF; DOJ; Office of Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government. Such audits may include reviews of **ALL** records, documents, reports, accounts, invoices, receipts, and other evidence.
- The user acknowledges that, for accounting purposes, the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget (OMB) Circular A-87, revised (available via the OMB, The Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/WH/EOP/OMB>).

Miscellaneous Provisions

The user agrees to report immediately to ATF any incident involving:

- Unauthorized alteration, damage, or destruction of ATF-owned NESS application;
- Unauthorized use or access of the NESS application; or
- Unauthorized release of information related to the NESS application.

Duration

- Upon signature by the user, ATF shall consider the terms and conditions of this agreement accepted in their entirety. ATF may amend this agreement by the deletion, modification, or addition of provisions. Users will be notified of any substantive changes to this agreement.
- Either party may cancel its participation at any time following written notification to the other party. ATF will retain their interest in the electronically stored information contained in the database, except that ATF agrees to provide a copy of the data contributed by the agency.



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Effect of Agreement

- Nothing in this agreement will modify any Federal law, regulation, or other Federal rule.
- Nothing in this agreement grants any funding, whatsoever. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals. The user acknowledges that financial and civil liability, if any, and in accordance with applicable law, for the acts or omissions of each party's employees, remains vested with his or her employing agency.
- No third party shall benefit or otherwise claim any rights whatsoever under this agreement.
- The user hereby agrees to abide by the terms and conditions of this agreement to
 - Participate in the NESS application in the manner prescribed herein;
 - To use it in a manner prescribed herein;
 - To allow the necessary and proper administration of the program; and
 - To comply with all conditions that ATF may find necessary to institute on behalf of the NESS application.
- ATF will consider failure to comply with the above mandatory Rules of Behavior a security incident, or a security violation if the incident was willful. Depending on the number of security violations and the sensitivity of the information involved, ATF may revoke a user's access to the NESS application and/or the ability of their agency to participate in the NESS program. In addition, the aforementioned does not preclude potential civil or criminal penalties.

This is to certify that the below named individual has read, understands, and will comply with this user agreement for access and use of the NESS program.

Date: _____

User's Printed/Typed Name: Thomas Farone

User's Last 4 of SSN (####): _____

User's Agency: Roscoe Police Department

User's Signature: _____

Agency NESS Primary/Alternate Point of Contact (listed in NESS MOU) Name: Ryan Kelly

Agency NESS Primary/Alternate Point of Contact (listed in NESS MOU) Signature: _____

***Please return completed form to your Agency's NESS Point of Contact (listed in NESS MOU) for submission.



MEMORANDUM OF UNDERSTANDING REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)

**Memorandum of Understanding
between
Roscoe Police Department
and the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and

Roscoe Police Department
Roscoe Police Department

, hereinafter collectively referred to as “the Parties,” and with

Roscoe Police Department

 referred to as the “NESS Partner Agency.” This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as “Users”.

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF’s authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.



Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate application administrator (App Admin) for the NESS Partner Agency. The agency App Admins will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These App Admins are responsible for managing their agency's Users, which will include signing/approving User Access Forms and Rules of Behavior for each User, periodically validating the list of Users, and notifying an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

Article IV. Interagency Communications

The Parties agree that a principal point of contact (POC)/App Admin within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name	Chicago, IL	
Address	175 West Jackson Blvd., Suite 1500 Chicago, Illinois 60604	
	Designated ATF Primary POC	Designated ATF Alternate POC
Name:	Thomas Farone	Ryan Kelly
Title:	Deputy Chief	Sergeant
Email Address:	tfarone7829@roscoeil.gov	rkelly7843@roscoeil.gov
Phone #:	815-509-8965	815-623-7338



NESS Partner Agency		
Name	Roscoe Police Department	
Address	10595 Main Street Roscoe, IL 61073	
	Designated NESS Partner Agency Primary App Admin	Designated NESS Partner Agency Alternate App Admin
Name:	Thomas Farone	Ryan Kelly
Title:	Deputy Chief	Sergeant
Phone #:	815-509-8965	815-623-7338
Email Address:	tfarone7829@roscoeil.gov	rkelly7843@roscoeil.gov
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		
IL1010600		

Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
 - a. Appoint primary and alternate App Admins within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
 - b. If more than two App Admins are needed/wanted, a NESS Additional Application Administrator Form will be completed and signed by the same agency signatory on this MOU, or their successor.
 - c. The designated App Admin(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
 - d. Complete a Request for Change of Agency Point of Contact Form if the App Admin changes.
 - e. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest



extent allowed by law. This includes general event data including case numbers, dates, locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.

- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

a. The ATF Field Division shall:

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency App Admins and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

b. FOD shall:

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the ATF Field Division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.



Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is “LAW ENFORCEMENT SENSITIVE” and intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY.” Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a “crime gun” as “any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime.”

Article VII. NESS+ RMS (Records Management System) Data

NESS provides Partner Agencies with an option to share their RMS data via a daily automated ingestion process, either via an encrypted pathway or an Application Programming Interface (API). The NESS+RMS project involves establishing an automated process whereby the NESS Partner Agency’s IT department runs a daily query and transmits shooting and firearm recovery information through an encrypted pathway/API. NESS receives the file and automatically populates the data eliminating the need for manual entry and allows Partner Agencies to more efficiently investigate NIBIN leads and combat firearm violence.



Article VIII. Collective Data Sharing (CDS) Options

All data provided to ATF under this MOU, to include any/all RMS data provided via NESS+ RMS, is held in confidence and not provided to a third party without prior approval of the NESS Partner Agency. ATF provides an option for a Partner Agency to participate in a CDS agreement with other Partner Agencies. When a NESS Partner Agency chooses to participate in CDS, all their NESS data is made available to other Partner Agencies of their choosing. Data sharing via NESS is reciprocal in that a Partner Agency does not have access to search the data pool unless they have opted in to share their NESS data with specified Partner Agencies.

A CDS addendum to this MOU, which details the particulars and allows the Partner Agency's Chief Law Enforcement or Public Safety Official to delegate authority to opt-in to CDS, must be signed/ratified in addition to this MOU.

Article IX. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article X. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.



Article XI. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article XII. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Article XIII. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XIV. Limitations of the Agreement

1. **Relationship between the Parties:** The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.
2. **Resources:** This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.
3. **Letters of Understanding:** The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.
4. **No Guarantee:** The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.



5. **Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. **Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. **Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. **Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. **Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. **Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.



Article XV. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Samuel Hawley

Name

Chief of Police

Title

Roscoe Police Department

NESS Partner Agency

Signature Date
(ATF - Special Agent in Charge)

Name

Special Agent in Charge

Title

Chicago, IL

ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division

Title



Addendum to Memorandum of Understanding Pertaining to the NIBIN Enforcement Support System (NESS)

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the **Roscoe Police Department**, dated _____, which established participation in the NIBIN Enforcement Support System (NESS). Specifically, the underlying Memorandum of Understanding (MOU) covered the ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution. This addendum governs the sharing of NESS data with specific third-party law enforcement partners.

Currently, all data provided to ATF under the MOU is held in confidence and not provided to a third-party without prior coordination.

ATF has developed a feature within NESS to permit Collective Data Sharing (CDS). CDS will enable NESS participating agencies to view and share their NESS data with other law enforcement partners of their choosing. This feature significantly enhances the ability of law enforcement agencies to fight violent firearms crimes by broadening the knowledge base and access to potentially important leads in criminal investigations.

When a NESS partner agency chooses to participate in CDS, all of their NESS data is made available to the law enforcement partners of their choosing. Data sharing via NESS is reciprocal in that an agency does not have access to search the data pool unless they have opted in to share their NESS data with specified partner agencies.

By participating in CDS, NESS users will have a larger pool of data to examine and from which to develop investigative leads. Participating in CDS permits direct electronic access to crime gun information associated with other participating law enforcement agencies. Expanded analytical review of such data can provide leads in identifying persons engaged in the diversion of firearms into illegal commerce, link suspects to firearms in criminal investigations, identify potential firearm traffickers, and expose intrastate, interstate, and international patterns of sources and routes.

The parties hereby agree to the following:

All data submitted to ATF by **Roscoe Police Department** through the NESS application, including but not limited to, investigative reports, NIBIN linked shootings data, gun recoveries, general event data (case numbers, dates, locations, associated persons, etc.) may be shared with partner law enforcement agencies chosen by the NESS Partner Agency's CDS Approver in NESS. These third-party NESS partner agencies must also agree to share data with your agency, or no data will be shared. Either agency can opt-out of CDS anytime by notifying the NESS Team via NESS_Support@atf.gov.

The NESS Partner Agency has designated the following individual as their CDS Approver. The CDS Approver is the only person who will be allowed to opt-in/out of CDS for their agency.

Name:	Thomas Farone
Title:	Deputy Chief
Phone #:	815-509-8965
Email Address:	tfarone7829@roscoeil.gov
Date of Birth:	
Signature:	
Date:	



As a recipient of third-party CDS NESS data the Roscoe Police Department agrees that all information within NESS shall be used for criminal investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XIV of the underlying MOU, the NESS Partner Agency agrees to notify ATF prior to such a release.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Samuel Hawley
Name

Chief of Police
Title

Roscoe Police Department
NESS Partner Agency

Signature Date
(ATF - Special Agent in Charge)

Name

Special Agent in Charge
Title

Chicago, IL
ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division
Title



NESS

NIBIN Enforcement Support System



User Account Form

To avoid delays, please complete ALL fields

New NESS User Information

Name – (Last, First, MI)	Position/Title	Date of Birth	SSN (last 4 digits)
Kelly, Ryan D.	Sergeant		
Official Email Address	Telephone Number	User Signature & Date	
rkelly7843@roscoeil.gov	(815) 623-7338		
Citizenship Status: <input checked="" type="checkbox"/> U.S. Citizen <input type="checkbox"/> U.S. National <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Other:			

Sections Below To Be Completed By NESS Partner Agency Application Administrator/POC

User Access Role (check appropriate box for the new user)*

Viewer <input checked="" type="checkbox"/>	Editor <input checked="" type="checkbox"/>	Application Administrator** <input checked="" type="checkbox"/>
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Agency Information

Agency Name	Law Enforcement ORI Number(s)	Agency Address (City, State, Zip)
Roscoe Police Department	IL1010600	10595 Main Street, Roscoe, IL 61073

NESS Agency Application Administrator/Point of Contact

Approver/POC Name	Approver/POC Signature & Date	Approver/POC Telephone Number
Thomas Farone		(815) 509-8965

*User Access Roles:

- Viewer: Read Only
- Editor: Read/Write
- Application Administrator: Read/Write; Manages Agency's Users

**The two Partner Agency POCs listed in the ratified NESS MOU are the primary Application Administrators for your Agency. If you need to change your Agency's POCs or add additional Application Administrators, send the request to NESS_Support@atf.gov and you will be provided with the required form.

Privacy Act Statement

The primary use of this information is by management and Information System Administrators to approve, grant, and control access to sensitive information systems. Additional disclosures of the information may be to a Federal, State, or Local law enforcement agency when ATF becomes aware of a violation or possible violation of civil or criminal law; or to a Federal agency when conducting an investigation on you for security reasons. Where the employee identification number is your social security number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your social security number, is voluntary, but failure to do so may result in disapproval of this request.