

**MEMORANDUM OF UNDERSTANDING
REGARDING THE DISSEMINATION OF CRIMINAL HISTORY RECORD
INFORMATION BY THE NATIONAL INDIAN GAMING COMMISSION**

In order to facilitate the undersigned tribe (Tribe) in determining the suitability of individuals who have applied for positions as key employees or primary management officials in its gaming operation(s), the National Indian Gaming Commission (NIGC) will be obtaining criminal history record information (CHRI) from the Federal Bureau of Investigation (FBI) on these individuals and disseminating such information to the Tribe.

This memorandum sets forth the following conditions under which the NIGC will disseminate the CHRI to the Tribe:

1. Prior to taking an applicant's fingerprints, the Tribe agrees to provide the applicant with a written notification that informs the applicant that: (i) his or her fingerprints will be used to check the criminal history records maintained by the FBI; (ii) he or she has the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record; (iii) the procedures for obtaining a copy of his or her FBI criminal history record are set forth at 28 CFR §§ 16.30 - 16.33, or by visiting the FBI's website at <<http://www.fbi.gov/about-us/cjis/background-checks>>; and (iv) the procedure for obtaining a change, correction, or updating an FBI identification record are set forth at 28 CFR § 16.34. The Tribe understands that if it does not provide the applicant with this written notification, the NIGC will not disseminate the CHRI to the Tribe.
2. The Tribe understands that the FBI has retained the right to approve the dissemination of the CHRI and may, at some future date, prohibit the NIGC from disseminating CHRI. The Tribe further understands that the NIGC will not release any CHRI without first having received all required prior approvals from the FBI and will not release any CHRI when prohibited from doing so by the FBI. The Tribe also understands that the FBI may impose additional restrictions on the dissemination and use of the CHRI (in addition to those imposed by the NIGC), and that the Tribe will be subject to all such additional restrictions.
3. The Tribe agrees that any CHRI disseminated by the NIGC may be used by the Tribe solely for the purpose of determining a particular applicant's suitability for employment in the Tribe's gaming operation(s).
4. The Tribe understands that NIGC disseminations will only contain the CHRI on a particular applicant and will not contain any NIGC recommendations or conclusions. However, the NIGC reserves the right to furnish (to the Tribe) summary memoranda containing the results of the CHRI.
5. The Tribe agrees that any and all CHRI with which it is provided shall be afforded proper security. The Tribe shall ensure that access to all CHRI disseminated by the NIGC, including all summary memoranda, is restricted to tribal personnel directly involved in licensing deliberations. The Tribe agrees to maintain records of the identities of all persons having access to the CHRI and such records shall be furnished to the NIGC upon request.

6. The Tribe agrees that, except in connection with proceedings related to the Tribe's licensing determinations for its gaming employees, neither the CHRI nor any summary memoranda disseminated by the NIGC shall be reproduced, distributed, or introduced in a court of law or administrative hearing, without the NIGC's prior written consent.
7. The NIGC agrees to promptly notify tribal authorities in the event that the NIGC determines that it is necessary to discontinue disseminating CHRI to the Tribe (either in whole or in part) due to the Tribe's failure to comply with the conditions set forth in this memorandum.

The Tribe acknowledges and consents to the above-stated conditions on this _____ day of _____, 20____.

Name of Tribe

Name of Authorized Tribal Official (PRINT)

Signature of Authorized Tribe Official