



**MEMORANDUM OF UNDERSTANDING BETWEEN THE THE BUREAU OF ALCOHOL,
TOBACCO, FIREARMS AND EXPLOSIVES OF THE UNITED STATES OF AMERICA AND
ROYAL CANADIAN MOUNTED POLICE REGARDING ACCESSING
FORENSIC FIREARMS DATA**

BACKGROUND

The Bureau of Alcohol, Tobacco, Firearms and Explosives of the United States of America ("ATF") and the Royal Canadian Mounted Police ("RCMP"), concurrently and independently maintain the Canadian Integrated Ballistics Identification Network and the National Integrated Ballistics Information Network, database networks which utilize the Integrated Ballistic Identification System. Both the CIBIN and the NIBIN are used for the collection, analysis and dissemination of forensic firearms data derived from crimes committed in each of their respective countries and provided by each country's respective law enforcement agencies.

The RCMP and ATF recognize that mutual cooperation is an essential element in assisting criminal investigations in illicit cross border firearms trafficking and furthering related criminal prosecutions in both countries. To this end, the RCMP and ATF wish to provide access to each other's database networks in accordance with the procedures set out herein.

The RCMP and the ATF, hereinafter jointly referred to as the "Participants", have come to the following understanding:

1. DEFINITIONS

"IBIS" means the Integrated Ballistic Identification System, a computer hardware and software system that is designed to capture, file and compare images of bullets and cartridge or shotshell casings.

"CIBIN" means the Canadian Integrated Ballistics Identification Network, a nationwide network of integrated ballistic imaging systems (IBIS) established and run by the RCMP. Canadian local and provincial law enforcement agencies access CIBIN through user stations that are electronically linked via a government-provided local or wide area network communications system.

"NIBIN" means the National Integrated Ballistics Information Network, a nationwide network of integrated ballistic imaging systems (IBIS) established and run by ATF. U.S. local and state law enforcement agencies access NIBIN through user stations that are electronically linked via a government-provided local or wide area network communications system.

"NIBIN Program" means the U.S. Federal Program under which NIBIN is administered.

2. PURPOSE AND SCOPE

(a) This Memorandum of Understanding ("MOU") sets out the provisions by which the Participants propose to provide and maintain an interface between their respective IBIS networks and the provisions governing the access to and use of their IBIS information.

(b) The NIBIN program is expressly restricted, under U.S. Federal law, to the ballistic imaging of bullets and cartridge cases derived from crime scenes or otherwise associated with crime. Similarly, all NIBIN information derived from a NIBIN partner is expressly restricted to data derived from firearms associated with crimes. Moreover, except those data associated with a crime, NIBIN cannot acquire, using the NIBIN network, data from the RCMP unrelated to crime, such as firearms registration or purchase information that may be maintained by the Government of Canada. The RCMP does not maintain any personal information such as firearm registration or purchaser information on CIBIN.

3. AUTHORITY

This MOU is established pursuant to the authority of the Participants to engage in activities related to the investigation and suppression of crimes involving firearms. The ATF's authority is derived in part from the provisions of the Gun Control Act of 1968 (as amended), 18 U.S.C. Chapter 44, as well as through ATF's annual appropriations from Congress. See Consolidated Appropriations Act, 2004, P.L. 108-199 (1/23/04), Consolidated Appropriations Act of 2005, P.L. 108-447 (12/08/04) (codified at 18 U.S.C. 923) 108-447.

Both ATF and RCMP acknowledge their understanding that the information subject to the MOU is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY." The Participants mutually accept that premature disclosure of certain firearms-related information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a firearm (usually a traced firearm) to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a firearm; or to firearms trafficking patterns. It is understood that the law enforcement sensitive firearms-related information generated pursuant to this MOU should not be disclosed to a third party without the consent of both Participants to this MOU except as required by law.

4. CREATING AND MAINTAINING IBIS INTERFACE

The Participants intend to co-operate in sharing with each other all necessary technical information to ensure the interoperability of each database network, and integral IBIS system with the other.

5. ACCESS TO AND USE OF THE INTEGRATED IBIS

Each Participant intends to abide by the security specifications and protocols as may be established by the other. These requirements should be exchanged by the Participants on a regular basis, including any additions, deletions and modifications. The initial security specifications and protocols should be exchanged no later than thirty (30) days prior to the first operational exchange of information.

6. PROCEDURES WHERE POTENTIAL FORENSIC DATA MATCH IS MADE

While IBIS is capable of signaling to the user that there is a potential match between two sets of forensic data, this potential match must still be confirmed by means of a physical examination by a forensic examiner. Where the database search discloses such a potential match, the Participants accept that:

- i) the potential match should be referred to the law enforcement agency within its jurisdiction that was responsible for the investigation of the original offence;
- ii) where examination requires the delivery of an exhibit held by the other Participant, it is anticipated that the law enforcement agency in whose country the offence occurred should request delivery of the forensic exhibit from its counterpart. In the case of a request for delivery of an exhibit to the U.S. or Canada, it is understood that such requests should be made in accordance with the applicable lending procedures under any mutual legal assistance agreements between the governments of the United States of America and Canada.

7. FINANCIAL COMMITMENTS

Each Participant should bear its own costs in carrying out its commitments under this MOU.

8. TERM AND DISCONTINUANCE

(a) The Participants intend for this MOU to take effect on the date of the last signature and remain in effect until discontinued. Either Participant may discontinue this MOU upon providing ten (10) days' written notice to the other.

(b) The ATF should notify the RCMP as soon as practicable in the event that the NIBIN program is terminated. In the event that the NIBIN program is terminated, this MOU should be discontinued.

9. AMENDMENT

This MOU may only be modified by the written consent of the Participants.

10. PARTICIPANTS' REPRESENTATIVES

The following officials are designated as the Participants' representatives for purposes of this MOU and any notices required under this MOU should be delivered as follows:

In the case of the RCMP, to: Commissioner of the RCMP

In the case of the ATF, to: Director of the ATF

11. DIFFERENCE OF INTERPRETATION OR APPLICATION

In the event of a difference of interpretation or application arising from this MOU, the Participants should use their best efforts to resolve the matter amicably. If such negotiation fails, the Participants should refer the matter to their respective officials.

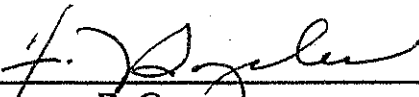
12. REVIEW AND EVALUATION

The Participants should meet as necessary to review the effectiveness and operation of this MOU.

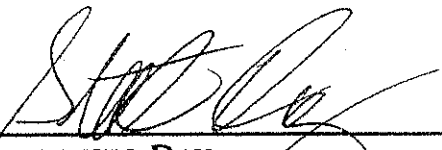
Signed in triplicate in Asheville, North Carolina, United States of America, this 16th day of November, 2006, in the English and French languages.

**FOR THE
BUREAU OF ALCOHOL, TOBACCO,
FIREARMS AND EXPLOSIVES OF THE
UNITED STATES OF AMERICA**

**FOR THE
ROYAL CANADIAN MOUNTED POLICE**



**ALBERTO R. GONZALES
ATTORNEY GENERAL OF THE
UNITED STATES OF AMERICA**



**STOCKWELL DAY
MINISTER OF PUBLIC SAFETY AND
EMERGENCY PREPAREDNESS CANADA**