

**MEMORANDUM OF UNDERSTANDING BETWEEN THE TRANSPORTATION
SECURITY ADMINISTRATION AND THE FEDERAL MOTOR CARRIER
SAFETY ADMINISTRATION
REGARDING ACCESS TO THE
COMMERCIAL DRIVER'S LICENSE INFORMATION SYSTEM**

I. Parties

The parties to this Memorandum of Understanding (MOU) are the Transportation Security Administration (TSA) and the Federal Motor Carrier Safety Administration (FMCSA) (each is referred to in this MOU as a "Party" and collectively the "Parties").

II. Background

Part of TSA's mission is to perform security threat assessments to determine whether individuals pose or are suspected of posing a security threat to transportation. The TSA has the statutory mandate under 49 U.S.C. § 114(f) to assess threats to transportation; develop policies and strategies for dealing with threats to transportation; coordinate countermeasures with other government agencies; and conduct background checks on transportation security personnel.

Additionally, section 125 of the Security and Accountability For Every Port of 2006 Act, Pub. L. No.109-347, 120 Stat. 1884 (2006), requires the Secretary of the U.S. Department of Homeland Security (DHS) to implement threat assessment screening for all "port truck drivers with access to secure areas of a port who have a commercial driver's license."

The FMCSA has access to useful information for the above-mentioned TSA and/or DHS missions and duties. The information lies in the Commercial Driver's License Information System (CDLIS). The CDLIS arose from the Commercial Motor Vehicle Safety Act of 1986 (Pub. L. 99-570), which directed the Secretary of the U.S. Department of Transportation (DOT) to establish an information system (i.e., CDLIS) to exchange commercial driver licensing information among all the States. The CDLIS includes the commercial driver licensing databases of 51 licensing jurisdictions, the CDLIS central site, and a telecommunications network. The Association of American Motor Vehicle Administrators (AAMVA) oversees CDLIS on behalf of FMCSA. While AAMVA oversees CDLIS, the States own the information therein.

III. Authority

The TSA enters into this MOU pursuant to the authority provided by 49 U.S.C. § 114(f) and (m) and Security and Accountability for Every Port of 2006 Act, Pub. L. No. 109-347, 120 Stat. 1884 (2006).

The FMCSA enters into this MOU pursuant to the authority provided by 49 U.S.C. § 31133(a)(10).

IV. Purpose

This MOU addresses TSA's access to the data on the CDLIS central site and database containing driver licensing from the 51 licensing jurisdictions.

V. Responsibilities of the Parties

a. TSA will:

- i. Use the CDLIS information to conduct security threat assessments on Commercial Driver's License (CDL) holders and to address threats to transportation or national security as necessary.
- ii. Notify law enforcement and/or other relevant Federal and State agencies as appropriate, in the event that TSA determines a CDL holder poses or is suspected of posing a threat to transportation or national security. All information will be shared in accordance with the provisions of the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act).
- iii. Restrict access to CDLIS information to only those DHS employees and contractors who require access to perform their official duties and protect all information obtained from CDLIS in compliance with all relevant and applicable laws, rules, and regulations regarding the use of such information, including the Privacy Act.
- iv. Designate points of contact to coordinate directly with FMCSA on programmatic matters and information technology (IT) matters such as the frequency with which data is exchanged via CD-ROM, requirements for connectivity, and permission for TSA users to access the database.
- v. Designate which TSA employees and contractors will have access to CDLIS information and require such users to adhere to security procedures mutually agreed upon by TSA and FMCSA.
- vi. Recognize AAMVA as FMCSA's agent for responding to requests for driver information from the CDLIS central site and from the State databases that comprise the distributed CDLIS system.

b. FMCSA will:

- i. Enable TSA access, via AAMVA, to CDLIS central site information on a regular basis.
- ii. Designate points of contact to coordinate directly with TSA on programmatic matters and IT matters such as the frequency with which data is exchanged via CD-ROM, requirements for connectivity, and

requirements for TSA users to access the database.

- iii. Provide online access to CDLIS information to enable authorized users to conduct searches of individual driver records.
- iv. Facilitate TSA contact with CDLIS State partners, when TSA has questions about specific CDLIS data.
- v. Maintain audit trail monitoring of all TSA CDLIS query access activity, and provide the designated TSA IT point of contact with periodic reports of TSA inquiries.
- vi. Develop one standard format for data retrieval of State-based CDLIS data for all Federal agencies.

VI. Effective Date

This MOU will become effective upon the signatures of both Parties and will remain in effect unless terminated by the written notice to a Party's authorized representative, as set forth in Section 7 below.

VII. Data Transmission

The Parties, through their points of contact, agree to draft an Interface Control Document or analogous instrument, which will govern the transmission and receipt of database information. No additional document is needed for the exchange of central site content.

VIII. Termination

The Parties agree that either party may terminate this MOU, with or without cause. However, termination will not occur without providing the other Party at least ninety (90) days prior written notice of the intent to terminate, unless termination is: (1) required for reasons beyond the control of the Parties, such as congressional action; (2) by mutual consent; or (3) agreed in writing by the Parties under Section 9 below (if the MOU is terminated for failure to resolve a dispute). In any event, written notice of termination will be given as soon as is practicable.

IX. Costs

Each Party will bear its own costs for carrying out the responsibilities set forth in this MOU. No funds are obligated or otherwise committed under this MOU. Should this funding provision become unacceptable to either Party, the Parties agree to renegotiate this agreement.

X. Dispute Resolution

Disagreements between the Parties arising under or relating to this MOU will be resolved only by consultation between the Parties. Should disagreement arise as to the interpretation of the provisions of this MOU that cannot be resolved between the Parties, the area(s) of disagreement will be reduced to writing by each Agency and presented to the authorized officials at both Agencies for resolution. If settlement cannot be reached at this level, and the Parties have failed to resolve the dispute through good faith discussions, it may be grounds for termination under section 7a above.

XI. Amendments to MOU

This MOU may be modified upon the mutual written agreement of the parties. Any substantial amendments will be documented in writing and signed by the same (or other authorized) Party representatives that sign this document. Minor modifications may be made by the mutual agreement of the program points of contact below.

XII. Points of Contact

Designated program points of contact for the coordination and management of this MOU are:

For FMCSA:

Dominick Spataro
Chief, CDL Division
Office of Safety Programs
400 7th Street S.W, Room 8314
Washington, DC 20590
Phone No. (202) 366-2995

For TSA:

Steve Sprague
Chief, Licensing and Infrastructure
Highway and Motor Carrier
Security Program Office
601 South 12th Street
Arlington, VA 22202
Phone No. (571) 227-1468

Successors of these individuals shall be treated as equivalent points of contact for all responsibilities associated with this MOU, without the need for any additional modification of this MOU.

XIII. Rights and Benefits

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the Parties, their parent Departments, the United States, or the officers, employees, agents, or other associated personnel thereof.

XIV. Severability

Nothing in this MOU is intended to conflict with current laws, regulations or the directives of DHS, DOT, TSA, or FMCSA, or any other Executive Department or Agency. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.

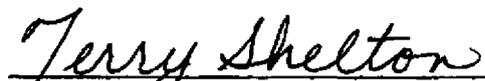
XV. Non-Assignable

This MOU is not assignable.

XVI. Merger

The terms set forth in this document constitute the sole agreement by and between the Parties hereto. It supersedes any and all prior agreements, understandings or representations, whether oral or written.

On behalf of THE U.S. DEPARTMENT OF TRANSPORTATION and the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION:

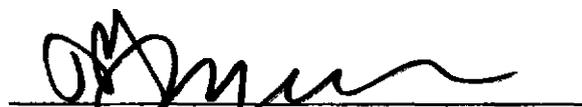


Terry Shelton

Associate Administrator and Chief Information Officer
Office of Research and Information Technology
Federal Motor Carrier Safety Administration

4-11-07
Date

On behalf of the U.S. DEPARTMENT OF HOMELAND SECURITY and the TRANSPORTATION SECURITY ADMINISTRATION:



John Sammon

Assistant Administrator
Office of Transportation Sector Network Management

4/11/07
Date