



MCOLES INFORMATION AND TRACKING NETWORK (MITN) OPERATOR AGREEMENT

Between the Michigan Commission on Law Enforcement Standards (MCOLES) and:

NAME OF OPERATOR: _____

EMPLOYING AGENCY NAME (USER AGENCY): _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

REGISTER FOR A NETWORK TRAINING COURSE: _____

(Dates and locations are listed on the Web site at www.michigan.gov/mcoles.)

OPERATOR is applying as an employee of the USER AGENCY in the capacity of Operator for (check all that apply):

Law Enforcement Agency Functions: (personnel transactions – hiring / licensing and separating officers; annual registration / law enforcement distribution (LED) reporting)

Basic Law Enforcement Training Academy: (academy session information, student enrollment, and performance)

Criminal Justice Training Provider: (in-service training course registration and roster reporting)

PURPOSE

This Operator Agreement serves as an application and an agreement for access by the Operator to use the MCOLES Information and Tracking Network (MITN) system and the information maintained in MITN. Before this application can be processed and a user ID and password issued, the MCOLES must have a fully executed User Agency Agreement on file. All provisions of the MITN Security Policy and User Agency Agreement are incorporated herein by reference.

OPERATOR AGREEMENT, COVENANTS AND UNDERSTANDINGS:

1. Operator will comply with all security requirements and responsibilities prescribed in the Security Policy, applicable security and privacy protocols developed by the MCOLES in connection with User Agency Agreements.
2. Operator will receive a unique user ID and password with which to log onto the MITN system. This user ID and password are for the exclusive use of the assigned Operator and may not be loaned to or used by anyone else. If the Operator leaves the employment of the User Agency or authorization to access MITN is revoked by the User Agency, it is the joint responsibility of the User Agency and Operator to immediately notify MCOLES. Failure to do so may result in the immediate suspension of User Agency access to MITN under this agreement.

3. An Operator for a law enforcement agency may only access MITN regarding User Agency employees or information concerning an individual seeking employment with the agency. An Operator for a basic law enforcement training academy may only access MITN regarding candidates seeking admission to the academy, students enrolled in an academy session, or instructors employed by or seeking employment by the academy.
4. Operator will cooperate with any investigation into a complaint about incidents of improper access, information misuse, unauthorized dissemination of information, and completed or attempted efforts to gain unauthorized access or cause malicious attacks to the MITN system.

AGREEMENT PERIOD

1. Access may be immediately suspended for improper access, information misuse, unauthorized dissemination of information, completed or attempted efforts to gain unauthorized access, access in excess of authority, cause malicious attacks to the MITN system, or any other violation of this Operator Agreement, the MITN Security Policy, or relevant state or federal law.
2. The Michigan Commission on Law Enforcement Standards, the User Agency, or the Operator, upon giving 30 days written notice, may cancel this Operator Agreement at any time. Any changes to this Operator Agreement will be valid only if made in writing and accepted by all parties to this Operator Agreement.
3. This Operator Agreement will become effective upon the completion of all signatures, regardless of the order in which they are placed, and the execution of a User Agency Agreement, and shall be valid until cancelled as provided in Paragraphs 1 and 2 of this section. This Operator Agreement is binding on all parties, regardless of the future status and authority of the signatory.

ACKNOWLEDGEMENT

- The Operator acknowledges receipt of the MITN Security Policy. I have read and understand the MITN Security Policy and agree to abide by it and all relevant laws, rules, or policies.
- The individuals signing this Operator Agreement certify by his or her signature that he or she is authorized to execute this Agreement, and will carry out all of the Agreement's terms and conditions.

For **OPERATOR**: _____
 Signature Title Date

 Printed Name

For **USER AGENCY HEAD** of (Agency Name): _____

 Signature Title Date

 Printed Name

For **MICHIGAN COMMISSION ON LAW ENFORCEMENT STANDARDS**:

 Signature Title Date

FAX completed form to: 517-636-7886
OR
E-mail signed, scanned form to: msp-mcoles-licensing@michigan.gov