

Signed at Washington, DC, this 7th day of December 2005.

Linda G. Poole,

Certifying Officer, Division of Trade Adjustment Assistance.

[FR Doc. E5-7375 Filed 12-14-05; 8:45 am]

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DEPARTMENT OF LABOR

Employment and Training Administration

[TA-W-57,700]

Joy Technologies, Inc., DBA Joy Mining Machinery, Mt. Vernon Plant, Mt. Vernon, IL; Notice of Affirmative Determination Regarding Application for Reconsideration

By application of November 3, 2005, a petitioner requested administrative reconsideration of the Department of Labor's Notice of Negative Determination Regarding Eligibility to Apply for Worker Adjustment Assistance, applicable to workers of the subject firm. The Notice of determination was signed on September 15, 2005, and published in the **Federal Register** on October 31, 2005 (70 FR 62345).

The negative determination was based on no shift of underground mining machinery production abroad and no increased imports of underground mining machinery during the relevant period. Workers produced underground mining machinery and are not separately identifiable by product line.

The Department carefully reviewed the workers' request for reconsideration and has determined that the Department will conduct further investigation based on new information provided by the petitioners.

Conclusion

After careful review of the application, I conclude that the claim is of sufficient weight to justify reconsideration of the Department of Labor's prior decision. The application is, therefore, granted.

Signed at Washington, DC, this 16th day of November 2005.

Elliott S. Kushner,

Certifying Officer, Division of Trade Adjustment Assistance.

[FR Doc. E5-7379 Filed 12-14-05; 8:45 am]

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NATIONAL CRIME PREVENTION AND PRIVACY COMPACT COUNCIL

Security and Management Control Outsourcing Standard

AGENCY: National Crime Prevention and Privacy Compact Council.

ACTION: Notice.

SUMMARY: Pursuant to the publication requirement in title 42, United States Code (U.S.C.), section 14616, Article VI(e), the Compact Council (Council), established by the National Crime Prevention and Privacy Compact (Compact) Act of 1998, is providing public notice of the attached combined Security and Management Control Outsourcing Standard (Outsourcing Standard) established by the Council.

DATES: This Outsourcing Standard is effective on December 15, 2005.

FOR FURTHER INFORMATION CONTACT: Todd C. Commodore, FBI CJIS Division, 1000 Custer Hollow Road, Module C3, Clarksburg, WV 26306; Telephone (304) 625-2803; e-mail tcommodo@leo.gov; fax number (304) 625-5388.

SUPPLEMENTARY INFORMATION:

I. Background

The Compact, 42 U.S.C., section 14616, establishes uniform standards and processes for the interstate and Federal-State exchange of criminal history records for noncriminal justice purposes. The Compact was approved by the Congress on October 9, 1998, (Pub. L. 105-251) and became effective on April 28, 1999, when ratified by the second state. Article VI of the Compact provides for a Council that has the authority to promulgate rules and procedures governing the use of the Interstate Identification Index (III) System for noncriminal justice purposes. The III is the system of federal and state criminal history records maintained by the Federal Bureau of Investigation (FBI). On December 16, 2004, the Council published in the **Federal Register**, 69 FR 75243, an interim final rule entitled "Outsourcing of Noncriminal Justice Administrative Functions." Published elsewhere in today's edition of the **Federal Register**, the interim final rule (codified at title 28, Code of Federal Regulations, part 906) is adopted as a final rule without change.

On December 16, 2004, the Council published in the **Federal Register**, 69 FR 75350, a notice with request for comments. The notice provided two Security and Management Control Outsourcing Standards (Outsourcing Standards). The first Outsourcing Standard ("Security and Management

Control Outsourcing Standard for Contractors Having Access to CHRI on Behalf of an Authorized Recipient for Noncriminal Justice Purposes") was to be used by Contractors authorized to perform noncriminal justice administrative functions requiring access to CHRI without a direct connection to the FBI's CJIS Wide Area Network (WAN). The second Outsourcing Standard ("Security and Management Control Outsourcing Standard for Channelers Only") was to be used by Contractors authorized access to CHRI through a direct connection to the FBI's CJIS WAN. At the May 2005 Council meeting, the Council approved a motion to consolidate the two Outsourcing Standards because they were so similar. Accordingly, the combined Outsourcing Standard is printed below. Hereafter, prior to utilizing the Outsourcing Standard, interested parties should request the most current version by contacting the Compact Council Office, 1000 Custer Hollow Road, Module C3, Clarksburg, WV 26306, Attention: FBI Compact Officer.

II. Discussion of Comments on the Notice

The 60-day comment period for the notice closed on February 14, 2005. Twelve comments were received from three different sources.

All comments referenced particular sections of the notice. The first comment concerned the definition of "dissemination" as provided in section 1.12. The entity submitting the comment believed the definition was referring to "authorized dissemination" and it stated that the definition could be used interchangeably within the Outsourcing Standard to refer to both "authorized" and "unauthorized" dissemination. Based on previous discussion at the Council's Standards Committee meetings, the Council decided to leave the original definition of dissemination intact.

The second comment addressed footnote 2 of section 2.01, which outlines audit requirements by the Compact Officer/Chief Administrator of the Contractor and Authorized Recipients. As the footnote was previously written, all Authorized Recipients and Contractors were to be audited within one year of the signing of the contract. The potential exists for outsourcing by thousands of Authorized Recipients. FBI and state audit resources are limited and it is not feasible to audit all potential Authorized Recipients and Contractors. However, auditing a representative sample is feasible. Accordingly, the Council agreed to

revise footnote 2 to allow a representative sample of audits and defined the term "representative sample."

The third comment also dealt with section 2.01 and questioned whether the Authorized Recipient is to ask the Contractor if it has any security violations. Upon review, the Council agreed the language was ambiguous and therefore revised the language by adding the words "of the FBI Compact Officer" after the word "inquire" to clarify that the Authorized Recipient shall inquire of the FBI Compact Officer whether a prospective Contractor has any security violations.

Comment four recommended amending section 2.02 by adding the words "or agreement" after the word "contract." This language change is necessary for the federal community and would also make the wording consistent with similar wording in the Outsourcing Rule. The Council agreed to modify the language.

The fifth comment suggested amending section 2.03 a. and footnote 4 by adding the words "or authorized" after the word "required" in section 2.03 a. and after the word "mandated" in footnote 4. The comment also suggested a corresponding change to section 6.01 by adding the words "or authorizes" after the word "requires." Background checks could be authorized, mandated, or required. The Council agreed with the suggested language change and amended those provisions accordingly.

Comment six addressed the second sentence of section 3.05. The individuals who are to provide notice of changes to federal and state laws, regulations, etc., were not identified; therefore, the Council modified the sentence to identify those individuals.

Comment seven expressed a concern regarding section 3.06, specifically, the requirement of announced and unannounced security inspections. Potential Contractors suggested the section be amended to provide reasonable notice prior to audits, and to conduct those audits during normal operating hours so the Contractor could be sure to have appropriate staff on hand. Upon discussion, the Council believes that every effort will be made by the Authorized Recipient, the state, or the FBI to schedule audits in advance and during the Contractor's normal business hours; however, the Council wants to preserve the right to conduct unannounced audits. Therefore, the language in this section was not changed. Comment seven also suggested that section 3.06 be clarified so that Contractors would not be required to

provide auditors with access to information unrelated to the Contractor's performance under the contract(s). The Council believes that Contractors will only have to provide relevant information and did not make any language changes.

Comment eight suggested that section 3.07 be amended to make it clear that Contractors can limit access to information about their Security Program, particularly with respect to disclosures to authorized recipients. Contractors should be able to require, for example, that the policy be reviewed at the Contractor's offices and take other steps to further safeguard this sensitive security information. The Council, during its discussion, recognized a Contractor's desire to safeguard information about its Security Program; however, the Council concluded that the Authorized Recipient, the Compact Officer/Chief Administrator, and the FBI CJIS Division must be permitted to review the portion of the Contractor's Security Program that relates to the CJIS Security Policy to ensure necessary security measures are in place. Therefore, the Council decided to leave the existing language intact.

Comment nine concerned the following sentence in Section 6.02: "If a local, state, or federal written standard requires a criminal history record check for support personnel, Contractors, and custodial workers who work in a physically secure location, then a criminal history record check shall be required for these individuals * * *." The comment was made suggesting that the distinction between "support personnel, contractors, and custodial workers" and "Contractor personnel" could be more explicit. Accordingly, the Council revised this section by replacing the words "support personnel, contractors, and custodial workers" with "non-Contractor personnel."

Comment 10 concerned section 8.01 c. This section requires the Contractor to immediately notify the Authorized Recipient of any security violation. The comment concerning this section was that a Contractor has an obligation to report security breaches before they are "known." The Council considered revising the section to require a Contractor to report any "known" security violations; however, the Council concluded that even if a security violation is unknown to the Contractor, there may be instances when the Contractor "should have known" of the security violation. Therefore, the Council decided to make no change to existing language.

Comment 11 concerned Section 8.03 a. That Section provides:

"Notwithstanding the actions taken by the State Compact Officer, if the Authorized Recipient fails to provide a written report notifying the State Compact Officer/Chief Administrator or the FBI Compact Officer of a security violation, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, the Council or the United States Attorney General may suspend or terminate the exchange of CHRI with the Authorized Recipient pursuant to 28 CFR 906.2(d)." Comment 11 questioned whether this section is acknowledging that action may have been taken by the State Compact Officer. The Council reviewed the definition of "notwithstanding," which may be defined as "despite." In other words, if the State Compact Officer's actions do not result in compliance by the Authorized Recipient, then the Compact Council or the United States Attorney General may take action. The Council concluded the existing language is clear and should not be changed.

The final comment, number 12, challenged the assertion in section 9.03 that the state Compact Officer has the authority to require more stringent security measures in the contract. The Council believes that the Compact Officer/Chief Administrator's explicit authority to approve an outsourcing initiative provides a corresponding authority to require more stringent security measures. Therefore, the Council approved adding the following sentence at the end of footnote 5: "The Compact Council, Authorized Recipients, and the Compact Officer/Chief Administrator have the explicit authority to require more stringent standards than those contained in the Outsourcing Standard."

Dated: November 23, 2005.

Donna M. Uzzell,
Compact Council Chairman.

Attachment **Security and Management Control** **Outsourcing Standard**

The goal of this document is to provide adequate security and integrity for criminal history record information (CHRI) while under the control or management of an outsourced third party, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security and Management Control Outsourcing Standard (Outsourcing Standard) is to require that the Contractor maintain a

security program consistent with Federal and State laws, regulations, and standards (including the FBI Criminal Justice Information Services (CJIS) Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

This Outsourcing Standard identifies the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the Interstate Identification Index (III) System and CHRI are not compromised. The standard security program shall include consideration of site security, dissemination restrictions, personnel security, system security, and data security.

The provisions of this Outsourcing Standard are established by the Compact Council pursuant to 28 CFR Part 906 and are subject to the scope of that rule. They apply to all personnel, systems, networks, and facilities supporting and/or acting on behalf of the Authorized Recipient of CHRI.

Contractors authorized access to CHRI through a direct connection to the FBI's CJIS Wide Area Network (WAN) must adhere to all applicable provisions of this Outsourcing Standard including the bolded portions. Contractors authorized to perform noncriminal justice administrative functions requiring access to CHRI without a direct connection to the FBI's CJIS WAN may ignore the bolded portions but must adhere to all other applicable provisions of this Outsourcing Standard.

1.0 Definitions

1.01 *Access to CHRI* means to use, exchange, retain/store, or view CHRI obtained from the III System but excludes direct access to the III System by computer terminal or other automated means by Contractors other than those that may be contracted by the FBI or state criminal history record repositories or as provided by title 42, United States Code, section 14614(b).

1.02 *Authorized Recipient* means (1) a nongovernmental entity authorized by federal statute or federal executive order to receive CHRI for noncriminal justice purposes, or (2) a government agency authorized by federal statute, federal executive order, or state statute which has been approved by the United States Attorney General to receive CHRI for noncriminal justice purposes.

1.03 ***Authorized Recipient's Information Security Officer*** means the individual who shall ensure technical compliance with all applicable elements of this Outsourcing Standard.

1.04 *Chief Administrator*, as referred to in Article I(2)(B) of the Compact, means the primary administrator of a Nonparty State's criminal history record repository or a designee of such administrator who is a regular full-time employee of the repository.

1.05 *CHRI*, as referred to in Article I(4) of the Compact, means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system.

1.06 *Criminal History Record Check*, for purposes of this Outsourcing Standard only, means an authorized noncriminal justice fingerprint-based search of a state criminal history record repository and/or the FBI system.

1.07 ***CJIS Systems Agency***, as provided in Section 1.4 of the FBI Criminal Justice Information Services (CJIS) Division's Advisory Policy Board Bylaws, means a criminal justice agency which has overall responsibility for the administration and usage of CJIS Division Programs within a state, district, territory, or foreign country. This includes any federal agency that meets the definition and provides services to other federal agencies and/or whose users reside in multiple states or territories.

1.08 ***CJIS Systems Officer***, as provided in Section 1.5 of the CJIS Advisory Policy Board Bylaws, means the individual employed by the CJIS Systems Agency who is responsible for monitoring system use, enforcing system discipline and security, and assuring that CJIS operating procedures are followed by all users as well as other related duties outlined by the user agreements with the FBI's CJIS Division. (This title was formerly referred to as the Control Terminal Officer or the Federal Service Coordinator).

1.09 *Compact Officer*, as provided in Article I(2) of the Compact, means (A) with respect to the Federal Government, an official [FBI Compact Officer] so designated by the Director of the FBI [to administer and enforce the compact among federal agencies], or (B) with respect to a Party State, the chief administrator of the State's criminal history record repository or a designee of the chief administrator who is a

regular full-time employee of the repository.

1.10 *Contractor* means a government agency, a private business, non-profit organization or individual, that is not itself an Authorized Recipient with respect to the particular noncriminal justice purpose, who has entered into a contract with an Authorized Recipient to perform noncriminal justice administrative functions requiring access to CHRI. **Under this Outsourcing Standard applicable to channelers, a Contractor includes one who has direct connectivity to the CJIS Wide Area Network (WAN) for the purpose of electronic submission of fingerprints to and the receipt of CHRI from the FBI on behalf of an Authorized Recipient.**

1.11 ***Contractor's Security Officer*** means the individual accountable for the management of the Contractor's security program.

1.12 *Dissemination* means the disclosure of III CHRI by an Authorized Recipient to an authorized Contractor, or by the Contractor to another Authorized Recipient consistent with the Contractor's responsibilities and with limitations imposed by federal and state laws, regulations, and standards as well as rules, procedures, and standards established by the Compact Council and the United States Attorney General.

1.13 *Noncriminal Justice Administrative Functions* means the routine noncriminal justice administrative functions relating to the processing of CHRI, to include but not limited to the following:

1. Making fitness determinations/recommendations
2. Obtaining missing dispositions
3. Disseminating CHRI as authorized by Federal statute, Federal Executive Order, or State statute approved by the United States Attorney General
4. Other authorized activities relating to the general handling, use, and storage of CHRI

1.14 *Noncriminal Justice Purposes*, as provided in Article I(18) of the Compact, means uses of criminal history records for purposes authorized by federal or state law other than purposes relating to criminal justice activities, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.

1.15 *Outsourcing Standard* means a document approved by the Compact Council after consultation with the United States Attorney General which is to be incorporated by reference into a contract between an Authorized Recipient and a Contractor. The Outsourcing Standard authorizes access to CHRI, limits the use of the

information to the purposes for which it is provided, prohibits retention and/or dissemination except as specifically authorized, ensures the security and confidentiality of the information, provides for audits and sanctions, provides conditions for termination of the contract, and contains such other provisions as the Compact Council may require.

1.16 *Physically Secure Location* means a location where access to CHRI can be obtained, and adequate protection is provided to prevent any unauthorized access to CHRI.

1.17 *Positive Identification*, as provided in Article I(20) of the Compact, means a determination, based upon a comparison of fingerprints¹ or other equally reliable biometric identification techniques, that the subject of a record search is the same person as the subject of a criminal history record or records indexed in the III System. Identifications based solely upon a comparison of subjects' names or other nonunique identification characteristics or numbers, or combinations thereof, shall not constitute positive identification.

1.18 *Public Carrier Network* means a telecommunications infrastructure consisting of network components that are not owned, operated, and managed solely by the agency using that network, i.e., any telecommunications infrastructure which supports public users other than those of the agency using that network. Examples of a public carrier network include but are not limited to the following: Dial-up and Internet connections, network connections to Verizon, network connections to AT&T, ATM Frame Relay clouds, wireless networks, wireless links, and cellular telephones. A public carrier network provides network services to the public; not just to the single agency using that network.

1.19 *Security Violation* means the failure to prevent or failure to institute safeguards to prevent access, use, retention, or dissemination of CHRI in violation of: (A) Federal or state law, regulation, or Executive Order; or (B) a rule, procedure, or standard established by the Compact Council and the United States Attorney General.

2.0 Responsibilities of the Authorized Recipient

2.01 Prior to engaging in outsourcing any noncriminal justice administrative

¹The Compact Council currently defines positive identification for noncriminal justice purposes as identification based upon a qualifying ten-rolled or qualifying ten-flat fingerprint submission. Further information concerning positive identification may be obtained from the FBI Compact Council office.

functions, the Authorized Recipient shall: (a) Request and receive written permission from (1) the State Compact Officer/Chief Administrator² or (2) the FBI Compact Officer³; (b) provide the Compact Officer/Chief Administrator copies of the specific authority for the outsourced work, criminal history record check requirements, and/or a copy of the contract as requested; and (c) inquire of the FBI Compact Officer whether a prospective Contractor has any security violations (See Section 8.04). The FBI Compact Officer will report those findings to the Authorized Recipient and, when applicable, to the State Compact Officer/Chief Administrator.

2.02 The Authorized Recipient shall execute a contract or agreement prior to providing a Contractor access to CHRI. The contract shall, at a minimum, incorporate by reference and have appended thereto this Outsourcing Standard.

2.03 The Authorized Recipient shall, in those instances when the Contractor is to perform duties requiring access to CHRI, specify the terms and conditions of such access; limit the use of such information to the purposes for which it is provided; limit retention of the information to a period of time not to exceed that period of time the Authorized Recipient is permitted to retain such information; prohibit dissemination of the information except as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General; ensure the security and confidentiality of the information to include confirmation that the intended recipient is authorized to receive CHRI; provide for audits and sanctions; provide conditions for termination of the contract; maintain up-to-date records of Contractor personnel who have access to CHRI; and ensure that Contractor personnel comply with this Outsourcing Standard.

a. The Authorized Recipient shall conduct criminal history record checks

²The Compact Officer/Chief Administrator may not grant such permission unless he/she has implemented a combined state/federal audit program to, at a minimum, triennially audit a representative sample of the Contractors and Authorized Recipients engaging in outsourcing with the first of such audits to be conducted within one year of the signing of the contract. A representative sample will be based on generally accepted statistical sampling methods.

³State or local Authorized Recipients based on State or Federal Statutes shall contact the State Compact Officer/Chief Administrator. Federal or Regulatory Agency Authorized Recipients shall contact the FBI Compact Officer.

of Contractor personnel having access to CHRI if such checks are required or authorized of the Authorized Recipient's personnel having similar access.⁴

b. The Authorized Recipient shall ensure that the Contractor maintains site security.

c. The Authorized Recipient shall ensure that the most current version of both the Outsourcing Standard and the CJIS Security Policy are incorporated by reference at the time of contract and/or Option renewal.

d. The Authorized Recipient shall ensure that the Contractor establishes and administers an Information Technology (IT) Security Program.

e. The Authorized Recipient shall allow the FBI to periodically test the ability to penetrate the FBI's network through the external network connection or system.

2.04 The Authorized Recipient shall understand the communications and record capabilities of the Contractor which has access to federal or state records through, or because of, its outsourcing relationship with the Authorized Recipient. The Authorized Recipient shall maintain an updated topological drawing which depicts the interconnectivity of the Contractor's network configuration.

2.05 The Authorized Recipient is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard. The Authorized Recipient shall certify to the Compact Officer/Chief Administrator that a compliance review was conducted with the Contractor within 90 days of execution of the contract.

2.06 The Authorized Recipient shall provide written notice of any early voluntary termination of the contract to the Compact Officer/Chief Administrator or the FBI Compact Officer.

2.07 The Authorized Recipient shall appoint an Information Security Officer. The Authorized Recipient's Information Security Officer shall:

a. Serve as the security POC for the FBI CJIS Division Information Security Officer;

b. Document technical compliance with this Outsourcing Standard; and

⁴If a national criminal history record check of government personnel having access to CHRI is mandated or authorized by a state statute approved by the Attorney General under Public Law 92-544, the State Compact Officer/Chief Administrator must ensure Contractor personnel having similar access are either covered by the existing law or that the existing law is amended to include such Contractor personnel prior to authorizing outsourcing initiatives.

c. Establish a security incident response and reporting procedure to discover, investigate, document, and report on major incidents that significantly endanger the security or integrity of the noncriminal justice agency systems to the CJIS Systems Officer and the FBI CJIS Division Information Security Officer.

3.0 Responsibilities of the Contractor

3.01 The Contractor and its employees shall comply with all federal and state laws, regulations, and standards (including the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

3.02 The Contractor shall develop and maintain an IT security program. The Contractor is therefore responsible to set, maintain, and enforce the following:

a. Standards for the selection, supervision, and separation of personnel who have access to CHRI.

b. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that comprise and support a telecommunications network and related CJIS systems used to process, store, or transmit CHRI.

3.03 The Contractor shall develop and document a security program to comply with the current Outsourcing Standard and any revised or successor Outsourcing Standard. The Security Program shall describe the implementation of the security requirements described in this Outsourcing Standard, the associated Security Training Program, and the reporting guidelines for documenting and communicating security violations and corrective actions to the Authorized Recipient. The Security Program shall be subject to the approval of the Authorized Recipient.

3.04 The Contractor shall be accountable for the management of the Security Program. The Contractor shall be responsible for reporting all security violations of this Outsourcing Standard to the Authorized Recipient.

3.05 Except when the training requirement is retained by the Authorized Recipient, the Contractor shall develop a Security Training Program for all Contractor personnel with access to CHRI prior to their appointment/assignment. Immediate training shall be provided upon receipt of notice from the Compact Officer/Chief Administrator on any changes to federal and state laws, regulations, and standards as well as with rules, procedures, and standards established

by the Compact Council and the United States Attorney General. Annual refresher training shall also be provided. The Contractor shall certify to the Authorized Recipient that the annual refresher training was completed for those Contractor personnel with access to CHRI. The Security Training Program shall be subject to the approval of the Authorized Recipient.

3.06 The Contractor shall make its facilities available for announced and unannounced security inspections performed by the Authorized Recipient, the state, or the FBI on behalf of the Compact Council. Such facilities are also subject to triennial audits by the state and the FBI on behalf of the Compact Council. An audit may also be conducted on a more frequent basis.

3.07 The Contractor's Security Program is subject to review by the Authorized Recipient, the Compact Officer/Chief Administrator, and the FBI CJIS Division. During this review, provision will be made to update the Security Program to address security violations and to ensure changes in policies and standards as well as changes in federal and state law are incorporated.

3.08 The Contractor shall maintain CHRI only for the period of time necessary to fulfill their contractual obligations but not to exceed the period of time that the Authorized Recipient is authorized to maintain and does maintain the CHRI.

3.09 The Contractor shall maintain a log of any dissemination of CHRI.

4.0 Site Security

4.01 The Authorized Recipient shall ensure that the Contractor site is a physically secure location at all times to protect against any unauthorized access to CHRI.

4.02 All visitors to computer centers and/or terminal areas shall be escorted by authorized personnel at all times.

5.0 Dissemination

5.01 Only employees of the Contractor, employees of the Authorized Recipient, and such other persons as may be granted authorization by the Authorized Recipient shall be permitted access to the system.

5.02 The Contractor shall maintain appropriate and reasonable quality assurance procedures.

5.03 Access to the system shall be available only for official purposes consistent with the appended contract. Any dissemination of CHRI data to authorized employees of the Contractor is to be for official purposes only.

5.04 Information contained in or about the system will not be provided to agencies other than the Authorized Recipient or another entity which is specifically designated in the contract.

5.05 The Contractor shall not disseminate CHRI without the consent of the Authorized Recipient, and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

5.06 An up-to-date log concerning dissemination of CHRI shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) The Authorized Recipient and the secondary recipient with unique identifiers, (B) the record disseminated, (C) the date of dissemination, (D) the statutory authority for dissemination, and (E) the means of dissemination.

5.07 The Contractor shall protect against any unauthorized persons gaining access to the equipment, any of the data, or the operational documentation for the system. In no event shall copies of messages or CHRI be disseminated other than as contracted and governed by this Outsourcing Standard.

5.08 All access attempts are subject to recording and routine review for detection of inappropriate or illegal activity.

5.09 The Contractor's system shall be supported by a well-written contingency plan.

6.0 Personnel Security

6.01 If a local, state, or federal written standard requires or authorizes a criminal history record check of the Authorized Recipient's personnel with access to CHRI, then a criminal history record check shall be required of the Contractor's employees having access to CHRI. The criminal history record check of Contractor employees at a minimum will be no less stringent than the criminal history record check that is performed on the Authorized Recipient's personnel performing similar functions. Criminal history record checks must be completed prior to performing work under the contract.

6.02 If a local, state, or federal written standard requires a criminal history record check for non-Contractor personnel who work in a physically secure location, then a criminal history record check shall be required for these individuals, unless these individuals are escorted by authorized personnel at all times. The criminal history record check for these individuals at a minimum will

be no less stringent than the criminal history record check that is performed on the Authorized Recipient's non-Contractor personnel performing similar functions. Criminal history record checks must be completed prior to performing work under the contract.

6.03 The Contractor shall ensure that each employee performing work under the contract is aware of the requirements of the Outsourcing Standard and the state and federal laws governing the security and integrity of CHRI. The Contractor shall confirm that each employee understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities.

6.04 If a criminal history record check is required, the Contractor shall maintain a list of personnel who successfully completed the criminal history record check.

7.0 System Security

7.01 The Contractor's security system shall comply with the CJIS Security Policy in effect at the time the Outsourcing Standard is incorporated into the contract and with successor versions of the CJIS Security Policy as they are made known to the Contractor by the Authorized Recipient.

a. If CHRI can be accessed by unauthorized personnel via Wide Area Network/Local Area Network or the Internet, then the Contractor shall protect the CHRI with firewall-type devices to prevent such unauthorized access. These devices shall implement a minimum firewall profile as specified by the CJIS Security Policy in order to provide a point of defense and a controlled and audited access to CHRI, both from inside and outside the networks.

b. Data encryption shall be required throughout the network, passing CHRI through a shared public carrier network.

7.02 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

a. CHRI shall be stored in a physically secure location.

b. The Authorized Recipient shall ensure that a procedure is in place for sanitizing all fixed storage media (e.g., disks, drives, backup storage) at the completion of the contract and/or before it is returned for maintenance, disposal, or reuse. Sanitization procedures include overwriting the media and/or degaussing the media.

7.03 To prevent and/or detect unauthorized access to CHRI in transmission or storage, each Authorized Recipient must be identified

by an Originating Agency Identifier (ORI) or state assigned identifier, and each Contractor or sub-Contractor must be uniquely identified.

8.0 Security Violations

8.01 Duties of the Authorized Recipient and Contractor

a. The Contractor shall develop and maintain a written policy for discipline of Contractor employees who violate the security provisions of the contract, which includes this Outsourcing Standard that is incorporated by reference.

b. Pending investigation, the Contractor shall immediately suspend any employee who commits a security violation from assignments in which he/she has access to CHRI under the contract.

c. The Contractor shall immediately notify the Authorized Recipient of any security violation or termination of the contract, to include unauthorized access to CHRI made available pursuant to the contract. Within five calendar days of such notification, the Contractor shall provide the Authorized Recipient a written report documenting such security violation, any corrective actions taken by the Contractor to resolve such violation, and the date, time, and summary of the prior notification.

d. The Authorized Recipient shall immediately notify the State Compact Officer/Chief Administrator and the FBI Compact Officer of any security violation or termination of the contract, to include unauthorized access to CHRI made available pursuant to the contract. The Authorized Recipient shall provide a written report of any security violation (to include unauthorized access to CHRI by the Contractor) to the State Compact Officer/Chief Administrator, if applicable, and the FBI Compact Officer, within five calendar days of receipt of the written report from the Contractor. The written report must include any corrective actions taken by the Contractor and the Authorized Recipient to resolve such security violation.

8.02 Termination of the contract by the Authorized Recipient for security violations

a. The contract is subject to termination by the Authorized Recipient for security violations involving CHRI obtained pursuant to the contract.

b. The contract is subject to termination by the Authorized Recipient for the Contractor's failure to notify the Authorized Recipient of any security violation or to provide a written report concerning such violation.

c. If the Contractor refuses to or is incapable of taking corrective actions to

successfully resolve a security violation, the Authorized Recipient shall terminate the contract.

8.03 Suspension or termination of the exchange of CHRI for security violations

a. Notwithstanding the actions taken by the State Compact Officer, if the Authorized Recipient fails to provide a written report notifying the State Compact Officer/Chief Administrator or the FBI Compact Officer of a security violation, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, the Compact Council or the United States Attorney General may suspend or terminate the exchange of CHRI with the Authorized Recipient pursuant to 28 CFR § 906.2(d).

b. If the exchange of CHRI is suspended, it may be reinstated after satisfactory written assurances have been provided to the Compact Council Chairman or the United States Attorney General by the Compact Officer/Chief Administrator, the Authorized Recipient and the Contractor that the security violation has been resolved. If the exchange of CHRI is terminated, the Contractor's records (including media) containing CHRI shall be immediately deleted or returned as specified by the Authorized Recipient.

8.04 The Authorized Recipient shall provide written notice (through the State Compact Officer/Chief Administrator if applicable) to the FBI Compact Officer of the following:

a. The termination of a contract for security violations.

b. Security violations involving the unauthorized access to CHRI.

c. The Contractor's name and unique identification number, the nature of the security violation, whether the violation was intentional, and the number of times the violation occurred.

8.05 The Compact Officer/Chief Administrator, Compact Council and the United States Attorney General reserve the right to investigate or decline to investigate any report of unauthorized access to CHRI.

8.06 The Compact Officer/Chief Administrator, Compact Council, and the United States Attorney General reserve the right to audit the Authorized Recipient and the Contractor's operations and procedures at scheduled or unscheduled times. The Compact Council, the United States Attorney General, and the state are authorized to perform a final audit of the Contractor's systems after termination of the contract.

9.0 Miscellaneous Provisions

9.01 This Outsourcing Standard does not confer, grant, or authorize any rights, privileges, or obligations to any persons other than the Contractor, the Authorized Recipient, Compact Officer/Chief Administrator (where applicable), **CJIS Systems Agency**, and the FBI.

9.02 The following document is incorporated by reference and made part of this Outsourcing Standard: (1) The CJIS Security Policy.

9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and the CHRI accessed therefrom and it is understood that there may be terms and conditions of the appended contract which impose more stringent requirements upon the Contractor.⁵

9.04 The minimum security measures as outlined in this Outsourcing Standard may only be modified by the Compact Council. Conformance to such security measures may not be less stringent than stated in this Outsourcing Standard without the consent of the Compact Council in consultation with the United States Attorney General.

9.05 This Outsourcing Standard may only be modified by the Compact Council and may not be modified by the parties to the appended contract without the consent of the Compact Council.

9.06 Appropriate notices, assurances, and correspondence to the FBI Compact Officer, Compact Council, and the United States Attorney General required by Section 8.0 of this Outsourcing Standard shall be forwarded by First Class Mail to: FBI Compact Officer, 1000 Custer Hollow Road, Module C 3, Clarksburg, WV 26306.

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⁵ Such conditions could include additional audits, fees, or security requirements. The Compact Council, Authorized Recipients, and the Compact Officer/Chief Administrator have the explicit authority to require more stringent standards than those contained in the Outsourcing Standard.

NUCLEAR REGULATORY COMMISSION

[Docket No. 50-0219-LR; ASLBP No. 06-844-01-LR]

American Energy Company, LLC; Establishment of Atomic Safety and Licensing Board

Pursuant to delegation by the Commission dated December 29, 1972, published in the **Federal Register**, 37 FR 28,710 (1972), and the Commission's regulations, *see* 10 CFR 2.104, 2.300, 2.303, 2.309, 2.311, 2.318, and 2.321, notice is hereby given that an Atomic Safety and Licensing Board is being established to preside over the following proceeding:

American Energy Company, LLC (Oyster Creek Nuclear Generating Station)

A Licensing Board is being established pursuant to a September 15, 2005 notice of opportunity for hearing (70 FR 54,585) regarding the July 22, 2005 application for renewal of Operating License No. DPR-16, which authorizes the American Energy Company, LLC, (AmerGen) to operate the Oyster Creek Nuclear Generating Station at 1930 megawatts (Mwt) thermal. The AmerGen renewal application seeks to extend the current operating license for the facility, which expires on April 9, 2009, for an additional twenty years. This proceeding concerns the November 14, 2005 requests for hearing/petitions to intervene filed by (1) the Nuclear Information and Resource Service, Jersey Shore Nuclear Watch, Inc., Grandmother, Mothers and More for Energy Safety, the New Jersey Public Interest Research Group, the New Jersey Environmental Federation, and the New Jersey Sierra Club; and (2) the New Jersey Department of Environmental Protection.

The Board is comprised of the following administrative judges:

- E. Roy Hawkens, Chair, Atomic Safety and Licensing Board Panel, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.
- Dr. Paul B. Abramson, Atomic Safety and Licensing Board Panel, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.
- Dr. Anthony J. Baratta, Atomic Safety and Licensing Board Panel, U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001.

All correspondence, documents, and other materials shall be filed with the administrative judges in accordance with 10 CFR 2.302.

Issued at Rockville, Maryland, this 9th day of December 2005.

G. Paul Bollwerk, III,

Chief Administrative Judge, Atomic Safety and Licensing Board Panel.

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NUCLEAR REGULATORY COMMISSION

[Docket No. 72-16]

Notice of Issuance of Amendment to Materials License SNM 2507 Virginia Electric and Power Company North Anna Independent Spent Fuel Storage Installation

AGENCY: Nuclear Regulatory Commission.

ACTION: Notice of issuance of license amendment.

FOR FURTHER INFORMATION CONTACT: Jill S. Caverly, Project Manager, Spent Fuel Project Office, Office of Nuclear Material Safety and Safeguards, U.S. Nuclear Regulatory Commission, Washington, DC 20555. Telephone: (301) 415-6699; Fax number: (301) 415-8555; E-mail: jsc1@nrc.gov.

SUPPLEMENTARY INFORMATION: The U.S. Nuclear Regulatory Commission (NRC or the Commission) has issued Amendment No. 3 to Materials License SNM-2507 held by Virginia Electric and Power Company (Dominion) for the receipt, possession, transfer, and storage of spent fuel at the North Anna Independent Spent Fuel Installation (ISFSI), located in Louisa County, Virginia. The amendment is effective as of the date of issuance.

By application dated September 15, 2004, Dominion requested to amend its ISFSI license to revise Technical Specifications (TS). The revisions change the reference location where the plant specific titles and TS titles are correlated and relocate the Quality Assurance Program facility staff qualification requirements. This amendment complies with the standards and requirements of the Atomic Energy Act of 1954, as amended (the Act), and the Commission's rules and regulations. The Commission has made appropriate findings as required by the Act and the Commission's rules and regulations in 10 CFR Chapter I, which are set forth in the license amendment.

In accordance with 10 CFR 72.46(b)(2), a determination has been made that the amendment does not present a genuine issue as to whether public health and safety will be