

**RECORD EXCHANGE MEMORANDUM OF UNDERSTANDING
WITH THE RHODE ISLAND STATE POLICE**

This Record Exchange Memorandum of Understanding (“MOU”) is made and entered into by and between the National Insurance Crime Bureau (“NICB”), an Illinois not-for-profit corporation located at 1111 E. Touhy Avenue, Suite 400, Des Plaines, Illinois 60018 and the Rhode Island State Police (“RISP”) with its principal place of business located at 311 Danielson Pike, North Scituate, RI 02857, and the (“NICB” and, together with “RISP” hereafter referred to from the time to time individually as “Party” or collective as “the Parties”) and is effective as of the date of the last signature below (“Effective Date”).

RECITALS

WHEREAS, NICB is an Illinois not-for-profit corporation dedicated to fighting insurance related crime and vehicle theft, and gathering and disseminating information related to insurance fraud and vehicle theft for the benefit of NICB member companies, law enforcement, regulatory authorities and the general public; and

WHEREAS, RISP is a full-service, statewide law enforcement agency whose mission is to fulfill the law enforcement needs of the people with the highest degree of fairness, professionalism and integrity, and protect the inherent rights of the people to live in freedom and safety; and

WHEREAS, NICB and RISP desire to continue to work together to exchange information and data that will allow both Parties to more easily detect criminal activity;

NOW THEREFORE, in consideration of the promises and obligations contained in this MOU, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Questionable Claims Activity Reporting Requirements Pursuant to R.I. Gen. Laws § 27-49-3(b).
 - a. R.I. Gen. Laws § 27-49-3(b) requires that “[w]hen an insurer knows the identity of a person, or possesses information tending to establish the identity of a person, who it has reason to believe committed a criminal or fraudulent act relating to a motor vehicle theft or motor vehicle insurance claim, or has knowledge of a criminal or fraudulent act which is reasonably believed not to have been reported to an authorized governmental agency...” (hereafter “Questionable Claims Activity”) the insurer will report the Questionable Claims Activity to RISP.
 - b. RISP agrees to utilize NICB’s technical expertise and established questionable claim referral system to receive and store Questionable Claims Activity on behalf of RISP in fulfillment of its obligations as required by R.I. Gen. Laws § 27-49-3(b).

- c. After receiving Questionable Claims Activity from insurers, NICB shall electronically deliver the Questionable Claims Activity records directly to RISP via whatever method is mutually agreed upon by the Parties.
 - d. For the sake of clarity, it is the intent of the Parties in entering into this MOU that Questionable Claims Activity subject to this MOU and reported to NICB by insurers for storage and delivery to RISP need not be separately reported to RISP in order to satisfy R.I. Gen. Laws § 27-49-3(b).
2. Disclaimer of Warranty. THE PARTIES HEREBY DISCLAIM ALL WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE INFORMATION CONTAINED IN THE QUESTIONABLE CLAIMS ACTIVITY EXCHANGED PURSUANT TO THIS MOU, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS MOU, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.
4. Confidentiality.
- a. Confidential Information. The Parties agree that all Questionable Claims Activity shared between the Parties pursuant to this MOU ("Confidential Information"), shall be considered confidential and held in such a manner to assure such confidentiality. The Party disclosing Confidential Information hereafter "Disclosing Party". The Party Receiving Confidential Information hereafter "Recipient". Confidential Information shall not include any information, however designated or marked, that: (i) is publicly available, or subsequently becomes publicly available, after the time it was communicated to the Recipient by the Disclosing Party through no breach of this MOU by the Recipient; (ii) was in the Recipient's possession free of any obligation of confidence prior to being communicated to the Recipient by the Disclosing Party, or is in the Recipient's possession free of any obligation of confidence subsequent to the time it was communicated to the Recipient by the Disclosing Party; (iii) is independently developed by employees or agents of the Recipient and can be so proven by Recipient; or (iv) is obtained by the receiving party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
 - b. Nothing herein shall restrict either party from using the Confidential Information for law enforcement or insurance fraud investigation purposes or from disclosing the Confidential Information as required by the legal process. The RISP shall not be precluded from producing Confidential Information when legally required or

compelled, whether by statute, court order or other legal mechanism, to to a third party.

- c. **Protection of Information.** Each of the Parties agrees that it shall take reasonable security precautions and treat all Confidential Information of the other party with the same degree of care as it accords to its own Confidential Information of similar sensitivity, but no less than commercially reasonable care.
- d. **Notification of Breach.** Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any breach of this Agreement by Recipient or its personnel or authorized representatives. Recipient will cooperate with Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.

5. Term and Termination.

- a. Term. This MOU shall commence as of the Effective Date and will remain in effect until either Party terminates this MOU by providing 90 days' written notice to the other party of the termination whereupon the MOU will terminate at the end of the 90-day notice period.
- b. Termination for Cause. If either Party materially breaches this MOU, then the non-breaching Party may immediately terminate this MOU for cause and shall send written notice of termination to the other Party, explaining the reason for termination.

6. Survival. Upon termination of this MOU, the provisions of this MOU concerning the ongoing interests of the parties shall continue and survive in full force and effect.

7. Assignment. Neither Party may assign or transfer any rights or obligations under this MOU without the prior written consent of the other Party. Any attempt to transfer all or part of either Party's rights or obligations without such consent is null and void and of no effect.

8. Notices. All notices between the parties will be in writing and will be delivered as follows, with notice deemed given as indicated (a) by personal delivery, when delivered personally; or (b) by overnight courier, upon the courier's confirmation of delivery. In either case, a copy shall be sent via email. Notices will be sent to the addresses, including e-mail addresses, set forth as follows, or such other address as is provided by notice as set forth herein:

National Insurance Crime Bureau
1111 E. Touhy Avenue, Suite 400
Des Plaines, Illinois 60018
Attn: NICB Law Department
Email: PMartin@nicb.org

Rhode Island State Police
311 Danielson Pike
North Scituate, RI 02857
Attn: Det Cpl Anthony Commendatore #116
Email:
anthony.commendatore@risp.gov
atu@risp.gov

rcooper@nicb.org

9. Severability. Any term or provision of this MOU held to be illegal or unenforceable will, if possible, be interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof will not be affected.
10. No Waiver. The waiver of, or failure to enforce, any breach or default hereunder will not constitute the waiver of any other or subsequent breach or default.
11. No Joint Venture. The relationship of the parties hereunder will be that of two independent contracting parties, and nothing herein will be deemed to create a joint venture, partnership, agency or employer/employee relationship. In no event will either party be permitted to make any MOU, or represent that it is authorized to make any MOU, on behalf of the other party, without the prior written consent of such other party.
12. Joint Drafting. This MOU was drafted jointly by the Parties and shall not be construed in favor of either Party.
13. Entire MOU. This MOU sets forth the entire MOU between the parties related to the subject matter herein, and supersedes any and all prior proposals, MOUs, and representations between them, whether written or oral. This MOU may be changed only by mutual MOU of the parties in writing. This MOU may be executed in counter-parts with electronic signatures to be deemed valid and binding.
14. Governing Law. The terms and conditions of this Agreement will be governed by and construed in accordance with the laws of the State of Rhode Island.
15. Third Parties. This Agreement is an arrangement between the RISP and the NICB and does not confer any right or benefit on any other person or party, either private or public.

[Signatures to immediately follow on page 5 of 5]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives.

National Insurance Crime Bureau

Rhode Island State Police

Signed: DocuSigned by:
T. Patrick Martin
B732CC5DA969496...

Signed: COL. JMM

Name: T. Patrick Martin

Name: JAMES M. MANNI

Title: SVP/GC

Title: SUPERINTENDANT

Date: 07/27/20

Date: 7/28/20