

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) dated this 12 day of February, 2009, is by and between the **National Insurance Crime Bureau (NICB)**, an Illinois not-for-profit corporation with its principal place of business at 1111 E. Touhy Ave., Suite 400, Des Plaines, Illinois 60018, and the **National Marine Manufacturers Association (NMMA)**, a Delaware not-for-profit corporation with its principal place of business at 200 East Randolph Street, Suite 5100, Chicago, Illinois 60601.

**WHEREAS**, the NICB is an Illinois not-for-profit corporation supported by approximately 1,000 leading property and casualty insurance companies, and NICB is dedicated to fighting insurance related crime and fraud through the detection, investigation and support of law enforcement and prosecutorial authorities, along with the gathering and dissemination of information relating to insurance fraud for the benefit of its members, the property and casualty insurance industry and the general public;

**WHEREAS**, the NMMA represents more than 1,400 companies producing every conceivable product used by recreational boaters, and is dedicated to creating, promoting and protecting an environment in which its members can achieve financial success through excellence in manufacturing, selling, and servicing their customers;

**WHEREAS**, the NICB has long been the repository of shipping and assembly information, as well as secondary VIN locations for vehicles, and it provides this information to NICB Agents and law enforcement to assist in vehicle identification and related criminal investigations. NICB, and its predecessor, has also published an Identification Manual used by law enforcement for Vehicle Identification Numbers (VINs) for over 75 years based on data received by vehicle manufacturers; and,

**WHEREAS**, the NMMA would like the NICB to also serve as the repository of similar shipping and assembly information for Hull Identification Numbers (HINs) for the recreational boating industry in order to assist in vessel identification, deterring and prosecuting crimes involving recreational boats.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the parties agree as follows:

1. NMMA will encourage its members to provide additional vessel characteristic information (Data) as agreed to concerning HINs, including model, length, hull material, propulsion and boat type and secondary HIN location Data to the NICB.
2. The NICB will maintain the Data at no cost to NMMA or its members.
3. NMMA members supplying Data to the NICB may designate NICB as their custodian of these records to enable NICB personnel to testify as to the accuracy of the Data, rather than require a representative of the NMMA member company to authenticate the Data in legal proceedings.

4. Non-public HIN Data shall, except as expressly provided herein, be considered confidential information, and the NICB shall keep HIN information as secure as NICB maintains its own confidential information. Further, NICB shall use the HIN information (data) solely for assisting law enforcement, preventing or detecting insurance fraud.
5. NICB employees and law enforcement will be allowed access to the Data through a secure web site.
6. Insurance Company personnel will be allowed access to an indicator that a boat/vessel was produced including a brief description.
7. This MOU shall continue indefinitely unless either party provides written notice of termination to the other party. Upon termination, NICB shall retain all Data previously provided to it under this MOU, and the NICB shall continue to maintain the confidentiality of this Data in accordance with the requirements of this MOU. This MOU may only be supplemented or amended by a written agreement signed by both parties.
8. In the event any provision of this MOU shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this MOU shall not be affected or impaired, and the parties agree to substitute for such invalid provision which most closely approximates the intent of the invalid provision.
9. Any notice required or permitted hereunder shall be in writing and addressed to the party for which it is intended at the address set forth above
10. This MOU shall be exclusively governed and construed in accordance with the laws of the State of Illinois without regard to conflicts of laws.

**IN WITNESS WHEREOF**, the parties hereto have executed this MOU as of the date first written above.

**National Insurance Crime Bureau**

**National Marine Manufacturers Association**

By:           Dennis B. Abbott          

By:           [Signature]          

Its:           SR. VP, CIO          

Its:           PRESIDENT