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**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE DEPARTMENT OF STATE  
BUREAU OF CONSULAR AFFAIRS (CA)  
AND  
THE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT  
OFFICE OF INSPECTOR GENERAL (USAID/OIG)  
ON SHARING VISA RECORD DATA AND USAID/OIG DATA**

**I. PARTIES**

The Parties to this Memorandum of Understanding (hereinafter "MOU") are the Department of State, Bureau of Consular Affairs (CA), and the U.S. Agency for International Development, Office of Inspector General (USAID/OIG).

**II. PURPOSE**

The purpose of the MOU is to facilitate information sharing between the Parties, and establish the terms and conditions governing this relationship. CA will provide USAID/OIG with access to visa records, including information in the Consular Consolidated Database (CCD), for the purpose of obtaining biographical and other data about foreign individuals who are related to investigations conducted by USAID/OIG, and who have also applied for visas to enter the United States. (b) (7)(E)

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**III. BACKGROUND**

The objective of USAID/OIG is to protect and enhance the integrity of U.S. foreign assistance programs and operations administered by USAID, the United States African Development Foundation (USADF), the Inter-American Foundation (IAF), and the Millennium Challenge Corporation (MCC). USAID/OIG carries out audit and investigative activities in approximately 100 countries. In addition to using visa record data to support its own investigations, USAID/OIG has identified a need to share visa record data, as necessary and appropriate, with U.S. law enforcement agencies working jointly on USAID/OIG cases, as well as with U.S. Attorney's Offices for potential federal prosecution, civil or administrative action.

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CA's mission is to protect and assist U.S. citizens abroad, enhance U.S. border security, and facilitate the entry of legitimate travelers. CA is committed to balancing border security with encouraging travel to the United States. CA is responsible for visa operations worldwide, the adjudication of visa applications, and the issuance of visas and other travel documents.

**IV. AUTHORITY**

A. CA enters this MOU under the authority provided by:

The Immigration and Nationality Act (INA), 8 U.S.C. 1101, as amended, including §§ 1104, 1185 and 1202(f) (INA § 222(f)).

B. USAID/OIG enters this MOU under the authority provided by:

The Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, and

Attorney General Guidelines for Offices of Inspector General with Statutory Law Enforcement, dated December 8, 2003.

**V. DATA SHARING RECIPROCIITY**

Consistent with each Party's respective authorities, the Parties agree to share information relevant to supporting and enhancing each other's missions and operations and to comply with the following:

A. CA Visa Record Data

CA will:

Provide authorized USAID/OIG users with access to the visa portion of the Consular Consolidated Database (CCD).

B. USAID/OIG Information

USAID/OIG will:

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**VI. LIMITATIONS ON THE DISCLOSURE AND USE OF INFORMATION**

USAID/OIG recognizes that the visa data to be provided by CA under this memorandum constitute visa records of the Department of State within the scope of INA §222(f). Such records, including extracts from and portions of such records, are considered “confidential” and must be treated in accordance with INA §222(f) which reads, in part:

***“The records of the Department of State and of diplomatic and consular offices of the United States pertaining to the issuance or refusal of visas or permits to enter the United States shall be considered confidential and shall be used only for the formulation, amendment, administration, or enforcement of the immigration, nationality, and other laws of the United States...”***

CA has determined that USAID/OIG access to visa records is authorized under the exception to §222(f) confidentiality provisions for the use of visa records for the administration of U.S. laws in connection with USAID/OIG’s exercising its legal authorities to investigate the programs and operations of USAID, Millennium Challenge Corporation (MCC), U.S. African Development Foundation (USADF), and Inter-American Foundation (IAF) pursuant to the Inspector General Act of 1978, as amended, and other pertinent authorities.

To ensure the handling and protection of visa data in a manner consistent with the requirements of §222(f), CA will permit direct access to the CCD by USAID/OIG subject to the following conditions and responsibilities:

CA will:

1. Train USAID/OIG officers on the handling and protection of visa data prior to access to the CCD to ensure proper treatment of the data. The training will be provided by CA’s Office of Information Management and Liaison (CA/VO/I), in close coordination with a designated point of contact in USAID/OIG who will be available to act as a system compliance officer.

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2. Designate a Visa Specialist in CA/VO/I as the point of contact to:
  - a. Review requests by USAID/OIG for consent to share visa information, if necessary and appropriate, with another U.S. government entity;
  - b. Serve as certifying officer to review and process USAID/OIG requests for CCD accounts and to assign passwords.

USAID/OIG will:

- A. Visa Records Access, Training, Dissemination and Reciprocity
  1. Limit CCD access to personnel who have a need-to-know to carry out their official duties.
  2. Require all USAID/OIG personnel with access to the CCD to be appropriately trained and briefed on the handling and protection of visa data prior to access. Such training will be refreshed as needed and documented in writing and will include the signing of a briefing acknowledgment statement.
  3. Not share a visa record, or any portion of information from a visa record, with any third party outside of USAID/OIG, including private entities, courts, state and local governments, Congress, or the general public without first obtaining consent from CA.
  4. Not share a visa record, or any portion of information from a visa record, with any other U.S. government entity outside of the Department of State without first obtaining consent from CA.
  5. Not share a visa record, or any portion of information from a visa record, with a foreign government without first obtaining CA consent.
  6. Annotate any visa records, or any portion of information from a visa record, approved for disclosure under this memorandum with instructions that it is protected as "confidential" under INA §222(f), and may not be further disseminated without express consent from CA.

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**B. System Access, Controls and Safeguards of Visa Records****1. Access Authorization, Control and Oversight**

USAID/OIG will:

- a. Be responsible for the setup and maintenance of user accounts subject to consultation with State on requirements;
- b. Make the necessary modifications to USAID/OIG infrastructure to access the CCD through an approved/existing interface.
- c. Use its established system of oversight to ensure that access to CA visa records/systems and USAID/OIG use, dissemination, storage, and disposal of CA information is in accordance with the MOU, and other relevant laws, regulations, and policies;
- d. Use its established system of oversight to counter and detect unauthorized access to or use, storage, disposal or dissemination of the information contained in CA visa records;
- e. Ensure that information will be accessed only for official purposes, and only by authorized users pursuant to the MOU. Authorizations must be kept current in light of actual job responsibilities of individual users. When an individual no longer has a need to access CA visa records, access will be promptly terminated;

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- f. Ensure that all US employees, including contractors and detailees from third agencies with access to the information, will be properly advised of the rules governing the handling of data including specialized handling necessary for data on U.S. citizens, and lawful permanent residents covered under the Privacy Act, as well as the law pertaining to confidentiality of visa records.
- g. Conduct system and records access, use, dissemination, storage and disposal audits in accordance with USAID/OIG internal audit policies to address compliance with the terms of this MOU. The results of such audits will be made available to CA.

**VII. REPORTING REQUIREMENTS**

The Parties are to cooperate in meeting any congressional or other reporting requirements when authorized by law.

**VIII. DISPOSITION OF RECORDS**

Each Party is responsible for the disposition of records in its possession in accordance with its own records retention schedule.

**IX. FUNDING**

This MOU is not an obligation or commitment of funds or a basis for transfer of funds. Unless otherwise provided for in writing, each Party is to bear its own costs in relation to this MOU. Expenditures by each Party are to be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that Congress will appropriate funds for such expenditures.

**X. INFORMATION SECURITY**

It is the intent of the Parties that the exchange of data is to be conducted in accordance with the Department of State's SBU standards described in its Foreign Affairs Manual and USAID's Information Policy.

**XI. AMENDMENT****UNCLASSIFIED**

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This MOU may be amended by the mutual written consent of the Parties' authorized representatives. Any changes or modifications to this MOU are to be attached hereto. Should an amendment or addendum to this MOU be held to be invalid, illegal, or unenforceable for any reason, the validity of the remaining provisions of this MOU shall not in any way be affected or impaired thereby. Modifications or changes made to the addendum will not require re-execution of the original MOU.

## **XII. PERIODIC REVIEW**

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CA requests consultations through teleconferences and at least one annual meeting to identify problems or needed refinements in the CCD data share arrangement.

## **XIII. COMMENCEMENT AND TERMINATION**

1. The terms of this MOU will become effective on the date of the signature of the Parties.
2. Either Party may terminate the terms of this MOU by giving written notice to the other Party at least 30 days prior to termination. However, all provisions regarding the protection of records remain in effect as long as either Party remains in possession of any such records or any information derived from the other Party.

## **XIV. FINAL PROVISIONS**

1. 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 agencies, the United States, or the officers, employees, agents, or other associate personnel thereof.
2. Nothing in this MOU is intended to conflict with current law or regulation or the directives of the Parties. If a term of this MOU is inconsistent with

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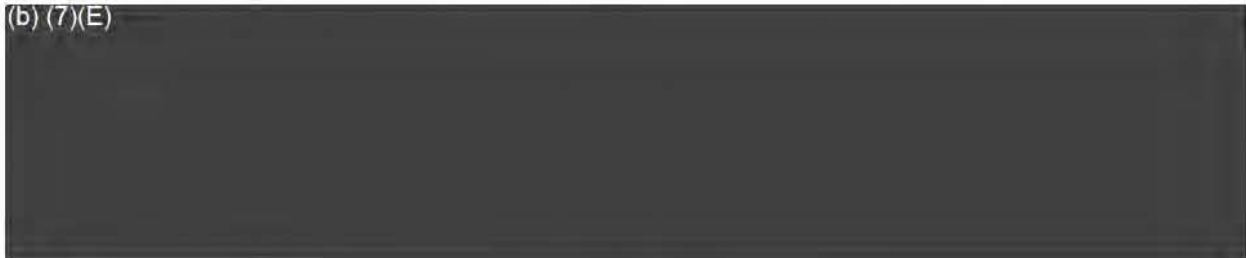
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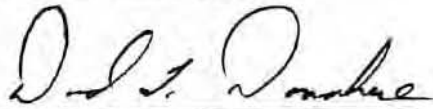
such authority, then the term is to be invalid, but the remaining terms and conditions of this MOU are to remain in full force and effect.

- 3. The foregoing represents the understanding reached by the Department of State and USAID/OIG.

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**XV. SIGNATURES**



Date 3-17-2016

David T. Donahue  
 Acting Assistant Secretary  
 Bureau of Consular Affairs  
 U.S. Department of State

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U.S. Agency for International Development

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Approved: CA/VO: Ed Ramotowski OK

Drafted: CA/VO/I – DVeenbaas, ext. 5-7545, 12/7/2015

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CA/VO/L/R: KEarnest OK  
CA/PPT/S/IIC/SPDS: RMcWhorter Info  
CA/CST: KReynolds OK  
CA/C: RArndt OK  
CA/FPP: SAshby OK  
L/CA: ARavjani OK  
USAID/OIG: (b) (6), (b) (7)(C) OK