

**AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN AND AMONG
U.S. CUSTOMS AND BORDER PROTECTION
AND
SITA INFORMATION NETWORKING COMPUTING USA INC.
AND
(b) (4)
REGARDING SINGLE-TOKEN BIOMETRIC PILOT
PROJECT AT (b) (4)**

This Amendment No. 1 ("Amendment") is effective September 11, 2017 (the "Amendment Effective Date") and amends the Memorandum of Understanding by and between U.S. Customs and Border Protection ("CBP"), (b) (4) and (b) (4) dated May 22, 2017 (the "MOU"), which was extended on or about July 25, 2017. CBP, (b) (4) are each individually referred to hereinafter as a "Party" and collectively referred to as "Parties".

WHEREAS, the Parties have entered into the MOU and extended its initial term whereby the term of such MOU ends on September 10, 2017; and

The Parties now desire to extend the term of the MOU, expand the airports and destinations at which the single-token biometric pilot project may occur, and otherwise amend certain terms of the MOU as set forth herein.

NOW THEREFORE, the Parties hereby agree to amend the MOU as follows:

1. Definitions. Any term not otherwise defined in this Amendment shall have the meaning ascribed to it in the MOU.

2. Applicable Airports. All references to (b) (4) shall be amended to also include (b) (4), and all references to "Aruba" shall be deleted and replaced with "international destinations serviced by (b) (4)". Specifically:

a. The title of the MOU is hereby deleted and replaced in its entirety as follows:

**MEMORANDUM OF UNDERSTANDING
BETWEEN AND AMONG
U.S. CUSTOMS AND BORDER PROTECTION
(b) (4)
REGARDING (b) (4) BIOMETRIC PILOT PROJECT AT (b) (4)
(b) (4)**

b. **Section II. Purpose** is hereby deleted and replaced in its entirety as follows:

Section II. Purpose The purpose of this MOU is for the Parties to collaborate on (b) (4) proposed pilot program to utilize facial biometrics to verify the identity of travelers prior to their departure on (b) (4) international flights from (b) (4) (b) (4) in the United States, to international destinations serviced by (b) (4) as mutually identified by the Parties.

- c. The first sentence of **Section IV. Responsibilities** is hereby deleted and replaced in its entirety as follows:

Section IV. Responsibilities (b) (4) working with (b) (4) its technology partner, intends to capture each traveler's photo, in accordance with CBP's specifications, during the boarding process for certain mutually identified (b) (4) international flights from (b) (4) (b) (4) in the United States, to international destinations serviced by (b) (4)

- d. Number 1) under the heading "CBP intends to" in **Section IV. Responsibilities** is hereby deleted and replaced in its entirety with the following:

- 1) Build a biometric gallery of facial images, obtained through various DHS databases, of all travelers intending to depart on mutually identified international (b) (4) flights departing from (b) (4) as identified through its Advance Passenger Information System (APIS) manifest submissions and CBP's facial image database;

3. **Responsibilities.** **Section IV. Responsibilities** is further amended as follows:

- a. Paragraph 3, beginning with "The Parties expect to begin the pilot on or before June 12, 2017,...." is hereby deleted in its entirety and replaced with the following:

The Parties expect to begin the pilot on or before June 12, 2017.

- b. The final paragraph of **Section IV. Responsibilities** following items 1 through 5 under the section titled (b) (4) intends to" is hereby deleted in its entirety and replaced with the following:

(b) (4) in conjunction and (b) (4) intend to develop a separate Scope of Work ("SOW") document describing the boarding process concepts being developed, implemented, and tested by (b) (4) and (b) (4) in this pilot initiative, which will define detailed concepts, technical specifications, an implementation schedule, and operating procedures, consistent with this MOU.

(b) (4) and CBP, in conjunction with (b) (4) intend to develop operational protocols in support of this initiative to define procedures for both operations and mitigations.

4. Discontinuation. Section XI. Discontinuation is hereby deleted and replaced in its entirety with the following:

Section XI. Discontinuation This MOU remains in effect for six months from the effective date, unless such is extended by mutual written consent of all Parties or terminated pursuant to this Section XI. Any Party may elect to terminate, discontinue, or suspend the pilot project with twenty-four (24) hours' written notification if performance of the pilot is unreasonable or disruptive to CBP or (b) (4) operations. Additionally, this MOU may be terminated upon the mutual agreement of the Parties or by one Party providing at least three (3) weeks' written notice to the other Parties.

5. No Other Amendment. All other terms and conditions of the MOU not explicitly amended by this Amendment shall remain unchanged and in full force and effect.

6. Entire MOU. This Amendment constitutes a modification by written consent of the Parties. The MOU and this Amendment constitute the entire understanding between and among the Parties with respect to the matters contemplated therein, which supersedes all other representations of the Parties, whether written or oral.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

U.S Customs and Border Protection

(b) (7)(C), (b) (6)

(b) (7)(C)

Todd Owen

Executive Assistant Commissioner

Office of Field Operations

U.S. Customs and Border Protection

Date: 10/12/17

(b) (4)

Title: _____

Date: _____

(b) (4)

Title: _____

Date: _____

4. Discontinuation. **Section XI. Discontinuation** is hereby deleted and replaced in its entirety with the following:

Section XI. Discontinuation This MOU remains in effect for six months from the effective date, unless such is extended by mutual written consent of all Parties or terminated pursuant to this Section XI. Any Party may elect to terminate, discontinue, or suspend the pilot project with twenty-four (24) hours' written notification if performance of the pilot is unreasonable or disruptive to CBP or (b) (4) operations. Additionally, this MOU may be terminated upon the mutual agreement of the Parties or by one Party providing at least three (3) weeks' written notice to the other Parties.

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U.S Customs and Border Protection

Todd Owen
Executive Assistant Commissioner
Office of Field Operations
U.S. Customs and Border Protection

(b) (4)
(b) (6), (b) (7)(C)

**Executive Vice President Customer
Experience**

(b) (4)
10/12/2017

Date: _____

(b) (4)

Title: _____
Date: _____

4. Discontinuation. **Section XI. Discontinuation** is hereby deleted and replaced in its entirety with the following:

Section XI. Discontinuation This MOU remains in effect for six months from the effective date, unless such is extended by mutual written consent of all Parties or terminated pursuant to this Section XI. Any Party may elect to terminate, discontinue, or suspend the pilot project with twenty-four (24) hours' written notification if performance of the pilot is unreasonable or disruptive to CBP or (b) (4) operations. Additionally, this MOU may be terminated upon the mutual agreement of the Parties or by one Party providing at least three (3) weeks' written notice to the other Parties.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives.

U.S Customs and Border Protection

(b) (4)

Todd Owen
Executive Assistant Commissioner
Office of Field Operations
U.S. Customs and Border Protection
Date: _____

Title: _____
Date: _____

(b) (4)

(b) (6), (b) (7)(C)

Title: Vice President
Date: 12-Oct-2017