

NO CLASSIFICATION MARKED

RELEASE IN  
PART  
B7(E),B7(C),B6

**Information Exchange Agreement**  
**Between the**   
**And the U.S. Department of State, Consular Affairs Bureau**

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**Information Exchange Agreement #10011**

**I. Purpose**

This information exchange agreement (Agreement) establishes the terms, conditions, and safeguards under which the

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**II. Legal Authority**

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### III. Responsibilities of the Parties

#### A. Responsibilities:

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1.

2.

#### B. DOS's Responsibilities:

1.

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2.

3.

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4. DOS will pay  for the costs  will incur in the development activities associated with this data exchange, as well as ongoing maintenance and transaction costs, in accordance with the terms of this Agreement.

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### IV. Justification

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[Redacted]

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**V. Description of Records Matched**

[Redacted]

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**VI. Privacy Safeguards and Restrictions on Rediscovery**

**A. Privacy Safeguards**

1. [Redacted] and DOS will transfer, store, and control the information involved in the verification process under this Agreement in compliance with the privacy and security requirements of both agencies, including the terms of [Redacted] and applicable DOS guidelines. Access to the information exchanged and any information created by the exchange will be stored in an area that is physically safe from access by unauthorized persons during duty hours and non-duty hours, or when not in use.

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2. [Redacted] and DOS will advise all personnel having access to the information involved in the [Redacted] process under this Agreement of the confidential nature of the

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information, safeguards required to protect the information, and the civil and criminal sanctions for non-compliance under applicable State and Federal statutes.

3. [ ] and DOS will restrict access to the information involved in the [ ] process under this Agreement to only those authorized employees who need it to perform their official duties in connection with the intended use of the information authorized in this Agreement. Such authorized employees will process the work requiring access to [ ] or DOS information in a manner that will protect the confidentiality of the information and will prevent unauthorized persons from retrieving any such information by means of computer, remote terminal, or other means. B7(E)
4. [ ] and DOS will use the information involved in this [ ] under this Agreement only for the purposes of, and to the extent necessary in the administration of, the information exchange under this Agreement. B7(E)  
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#### B. Restrictions on Redislosure

1. Neither [ ] nor DOS will duplicate or disseminate files provided by the other agency, within or outside DOS or [ ] except as necessary to carry out the purpose of the information exchange under this Agreement, without the prior written approval from the agency that furnished the information. Neither [ ] nor DOS will give such approval unless Federal law requires the redisclosure or such redisclosure is determined to be essential to the conduct of the information exchange under this Agreement. In the event of such redisclosure, the agency redisclosing the information must specify in writing what information is being disclosed, to whom it is being disclosed, and the reasons that justify such redisclosure. B7(E)  
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2. DOS cannot modify, manipulate, add to, or delete [ ] data. To comply with limitations on disclosure, and to prohibit browsing, DOS employees will use anti-browsing technology, such as a permission module, that ensures a business relationship between a DOS passport applicant and [ ] records. The [ ] query [ ] must have a valid DOS application issue. DOS will use the "permission module" in conjunction with access controls, procedural safeguards, and audit trails. B7(E)  
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3. DOS and [ ] personnel will not extract information concerning the individuals involved in this information exchange for any purpose not specified in this Agreement. B7(E)

#### VII. Retention and Timely Destruction of Identifiable Information

Information involved in the verification process under this Agreement remains the property of the agency providing the information.

Each agency will retain all identifiable information received for only the period required to process the information exchanged and will then destroy the information, unless DOS is required to retain the information to carry out the purpose of this Agreement, or to meet evidentiary requirements. In case of such retention of information, DOS will retire such information in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

Each agency is responsible for erasing any magnetic type files and deleting electronic data received from the other agency.

### VIII. Systems Security Requirements

[ ] and DOS will comply with the requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3459; related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) directives; and the Federal Acquisition Regulations (FAR). These laws, directives, and regulations include requirements for safeguarding Federal information systems and Personally Identifiable Information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize, and will implement the laws, regulations, NIST standards, and OMB directives, including those published subsequent to the effective date of this Agreement.

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FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Both agencies are responsible for oversight and compliance of their contractors and agents. [ ] reserves the right to conduct onsite inspections of DOS to monitor compliance with FISMA regulations during the lifetime of this Agreement.

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#### A. Loss Reporting

If either [ ] or DOS experiences a loss of PII provided by [ ] or DOS under the terms of this Agreement, they will follow the OMB loss reporting guidelines (OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments"). In the event of an incident involving the loss or potential loss of PII, the agency experiencing the event is responsible for following its established procedures, including notification to the proper organizations (i.e., [ ]). In addition, the agency experiencing the loss of PII will notify the other agency's Systems Security Contact named in this Agreement. If DOS is unable to speak with the [ ]

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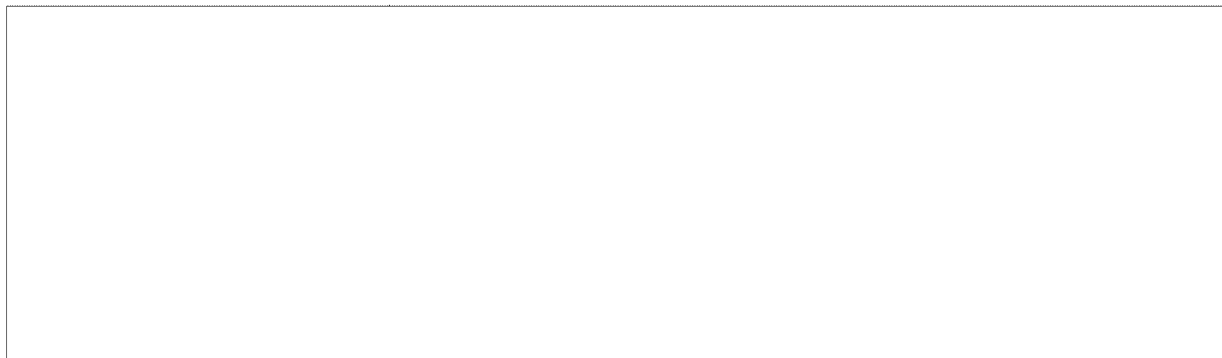
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**B. Breach Notification**

[redacted] and DOS will follow PII breach notification policies and related procedures as required by OMB M-07-16 (May 22, 2007). If the agency that experienced the breach determines that the risk of harm requires notification to affected individuals or other remedies, that agency will carry out these remedies without cost to the other agency.

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**IX. Reimbursement**



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At least quarterly, but no later than 30 days after an accountable event, [redacted] will provide a copy of the [redacted] and all original supporting documentation to DOS that details all work performed to date. [redacted] will send the bill no later than five (5) calendar days following the processing of the [redacted]

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Additionally, at least quarterly, [redacted] and DOS will reconcile balances related to revenue and expenses for work performed under this Agreement.

The breakout of costs is included in Appendix 1.

**X. Duration, Modification, and Termination of the Agreement****A. Duration**

This Agreement will be in effect for 5 years, from the effective date of September 9, 2011 to the expiration date of September 8, 2016. Parties to this Agreement must execute a new agreement prior to its expiration date for the services to continue uninterrupted. However, as set forth in Section IX. Reimbursement, [ ] will only provide services under this Agreement to the extent that the parties have executed a Form [ ] authorizing the performance of such services for each FY that this agreement remains in effect.

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**B. Modification**

Each party may request, in writing, modifications to this Agreement at any time. Both parties must agree, in writing, to any modifications to this Agreement.

**C. Termination**

Each party may unilaterally terminate this Agreement upon 30 days advance written notice to the other party. Such termination will be effective 30 days from the date of the notice or at a later date specified in the notice. The party that issued the notice of termination may withdraw the notice if, at any time prior to the effective date of the termination, the parties resolve their differences and reach an agreement acceptable to both parties. The parties will refer jointly for resolution any dispute arising under this Agreement to each party's official authorized to sign this Agreement.

Notwithstanding the foregoing, [ ] may immediately and unilaterally terminate this Agreement if [ ] determines that DOS has: (1) incurred an unauthorized use of the information; (2) violated, or failed to follow, the terms of this Agreement; or (3) failed to reimburse [ ] in accordance with the specified Form [ ]. [ ] may immediately and unilaterally suspend services under this Agreement, until [ ] makes a definite determination, if [ ] suspects that DOS has failed to comply with the systems security requirements and/or restrictions on redisclosure of this Agreement.

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B7(E)**XI. Access by the Comptroller General**

The Government Accountability Office (Comptroller General) may have access to all records, as necessary, in order to monitor or verify compliance with this Agreement.

**XII. Integration Clause**

This Agreement and the accompanying Form [redacted] constitute the entire agreement of the parties with respect to its subject matter and supersede all other data exchange agreements between the parties that pertain to the purpose of this Agreement. There have been no representations, warranties, or promises made outside of this Agreement. This Agreement will take precedence over any other documents that may be in conflict with it.

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**XIII. Disclaimer**

[redacted] is not liable for any damages or loss resulting from errors in information provided to DOS under this Agreement. Furthermore, [redacted] is not liable for damages or loss resulting from the destruction of any materials or data provided by DOS. All information furnished to DOS will be subject to the limitations and qualifications, if any, transmitted with such information. If, because of any such error, loss, or destruction, [redacted] must re-perform the services, the additional cost thereof will be treated as a part of the full costs incurred in compiling and furnishing such information and DOS will pay for such additional costs.

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**XIV. Dispute Resolution Mechanism**

Disputes related to this Agreement shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, *Intragovernmental Business Rules Bulletin*, available on the TFM Website at <http://www.fms.treas.gov/tfm/vol1/bull.html>.

**XV. Persons to Contact**

A. [redacted] Contacts:

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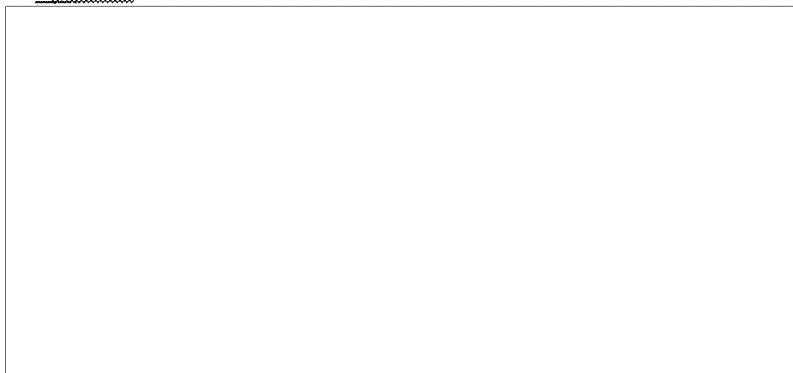
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Systems

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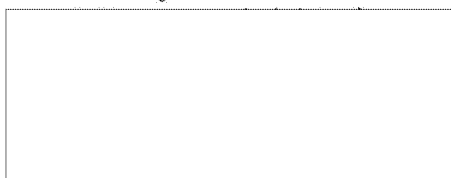
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Systems Security Issues

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Office of Systems

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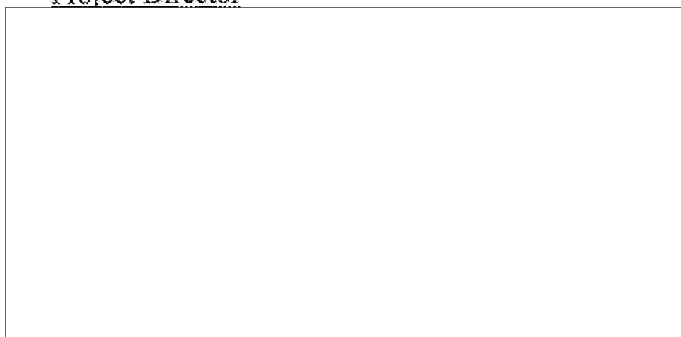
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Fax: (410) 597-0845

E-mail: [Michael.G.Johnson@ssa.gov](mailto:Michael.G.Johnson@ssa.gov)

B. DOS Contacts:

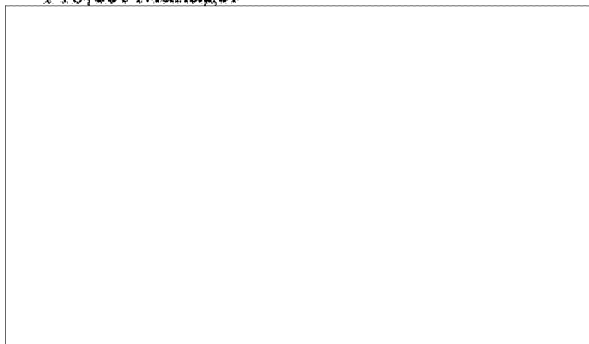
Project Director

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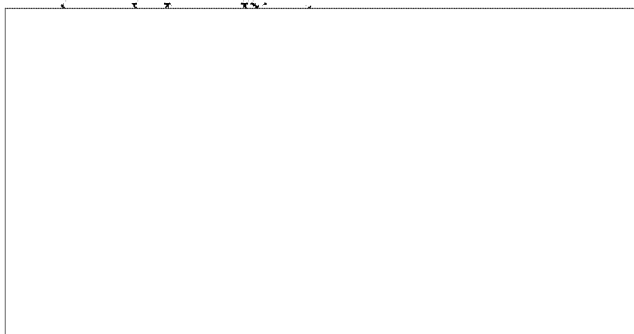
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Project Manager

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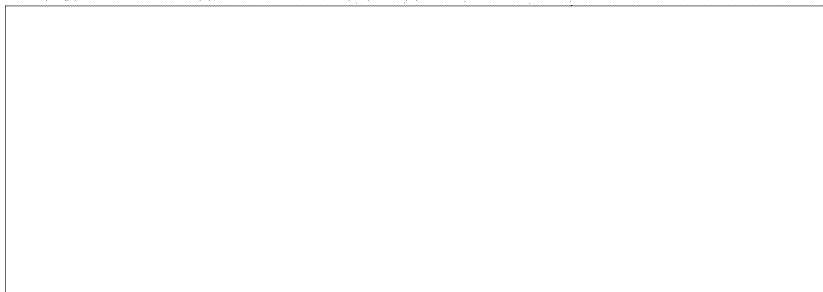
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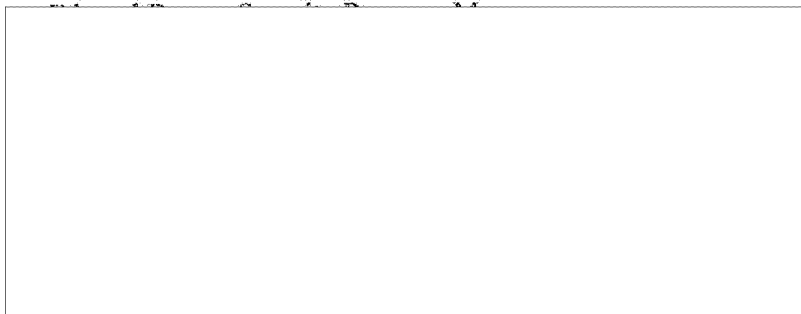
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Systems

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Systems Security Issues

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## XVI. Signatures

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

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Date September 8, 2018

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Date September 8, 2018

## DEPARTMENT OF STATE

Michael D. Kirby  
Acting Assistant Secretary

Bureau of Consular Affairs  
U.S. Department of State

Date 9/20/18

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