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RELEASE IN PART B7(E),B6

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES DEPARTMENT OF STATE,
BUREAU OF CONSULAR AFFAIRS
AND**

[Redacted]

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**FOR
THE PROVISION OF ACCESS TO CERTAIN PASSPORT SERVICES'
DATABASES**

**ARTICLE I
PURPOSE OF MEMORANDUM OF UNDERSTANDING**

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The purpose of this Memorandum of Understanding (MOU) and its addenda is:

To establish the conditions under which the United States Department of State, Bureau of Consular Affairs, Passport Services (hereinafter CA) will provide name retrievable access to certain passport information databases relating to U.S. passports to the [Redacted] [Redacted], hereinafter referred to as "the Parties". The [Redacted] will use the information to gain an understanding of the background and history of persons possibly involved in [Redacted]. This coordination [Redacted]

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**ARTICLE II
BACKGROUND**

Pursuant to the [Redacted]

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[Redacted]

Passport information is relevant to the mission of the [Redacted] as noted above because passports

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[Redacted]

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[redacted] access to certain CA databases in order to ensure that the information being used by the [redacted] is as thorough, accurate, and current as possible.

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**ARTICLE III
RELEVANT AUTHORITY**

The Parties enter into this MOU under the following authorities:

A. The Department of State, Bureau of Consular Affairs, pursuant to the authority granted under Title 22 of the United States Code, Chapter 4, Section 211a, which grants the Secretary of State the authority to cause passports to be granted, issued, and verified; and pursuant to the Privacy Act of 1974, 5 United States Code, Section 552a and the routine uses thereunder, including the Department's published Routine Uses for passport records under State-26, Passport Services' System of Records Notice (SORN), which states that the information in this system of records may be released on a need-to-know basis to other government agencies having statutory or other lawful authority to maintain such information, and the Department's Prefatory Statement of Routine Uses, Routine Use Amendment 1, [redacted]

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B. The [redacted] pursuant to the authority granted under Section [redacted]

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[redacted]

**ARTICLE IV
PERIOD OF AGREEMENT**

This MOU is effective upon the signature of the representatives of the parties hereto and will continue indefinitely, unless terminated or amended as provided by Article V.

**ARTICLE V
AMENDMENT OR TERMINATION**

A. Amendment

Either Party hereto may request amendment of this MOU at any time. It is understood that any request will be in writing and that any amendment will enter into effect only when both parties have concurred in writing.

Requests to amend this MOU will be sent, in writing, from the Administrator of the proposing Party to the Administrator of the other Party.

B. Termination

Either Party hereto may terminate this MOU by written notice to the other Party. This MOU will terminate upon the other Administrator's receipt of the terminating Party's written notice.

**ARTICLE VI
PROGRAM DESCRIPTION**

CA will provide the HSTC electronic access to search by name or other criteria the passport information databases described in Article VIII.

**ARTICLE VII
FUNCTIONS AND RESPONSIBILITIES OF THE PARTIES**

- A. CA will provide electronic access to the passport information databases described in Article VIII to the [] B7(E)
- B. CA will assist the [] in the use of the passport information databases. B7(E)
- C. CA will assist the [] through their liaisons with periodic inquiries on particular U.S. passport data. B7(E)
- D. Each Party will designate a staff member and back up to service this program, answer questions, and to field technical questions.
- E. CA will assist the [] in the interpretation of records, citizenship questions and the possible need for other records. B7(E)
- F. CA will provide training to certain [] personnel who shall be responsible for authorizing other HSTC staff to have access to the passport databases described in Article VIII and compliance with all relevant laws, rules, and regulations regarding the use of such information, including the Privacy Act, 5 U.S.C. Section 552a. B7(E)
- G. CA will train [] personnel with access to information from the passport databases described in Article VIII on the legal requirements relating to the safeguards required to protect the information, and applicable civil and criminal sanctions for violating the use or disclosure provisions. B7(E)
- H. The [] will protect all information from the passport databases described in Article VIII in compliance with all relevant and applicable laws, rules, and regulations regarding the use of such information, including the Privacy Act, 5 U.S.C. Section 552a. B7(E)
- I. The [] will restrict access to all CA data and systems to those personnel who have received the appropriate clearances required for all government and contractor personnel. B7(E)
- J. The [] will notify Consular Affairs (CA/PPT with a copy to CA/EPP) in writing of all cases in which a U.S. passport may have been altered or used illegally in any way. Notification should be sent to CA/PPT/IIC, at e-mail address CA-PPT-IIC-IIC@state.gov, and to 2100 Pennsylvania

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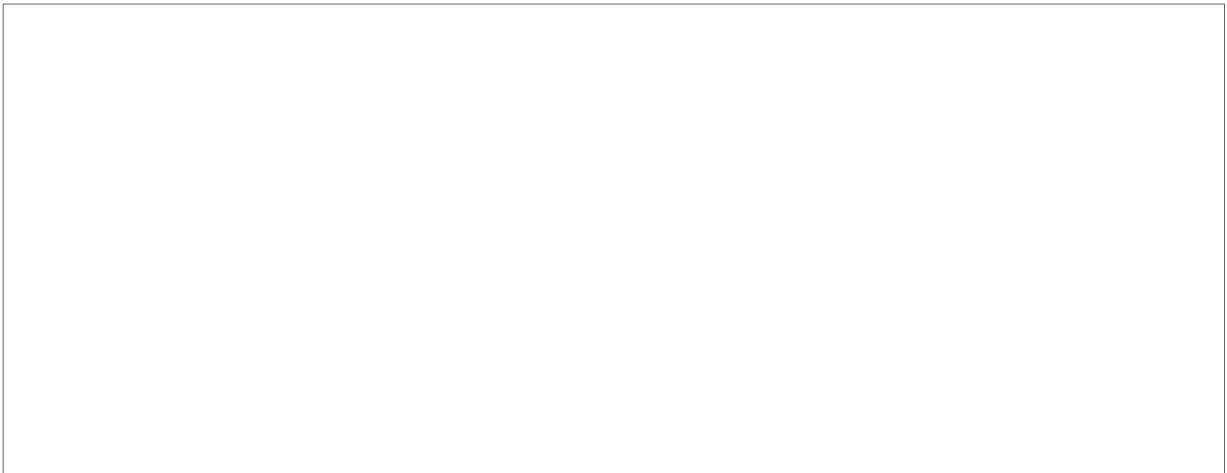


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**ARTICLE VIII
DATA TO BE ACCESSED**

The passport databases to which the [] will be given access are:

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**ARTICLE IX
PRIVACY REQUIREMENTS**

In accord with privacy of information law and applicable U.S. code sections, the Parties' responsibilities to safeguard information from the passport databases described in Article VIII under this Agreement are as follows:

A. Adherence to Privacy Principles.

The [] shall adhere to the following privacy principles with respect to information in the passport databases described in Article VIII:

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i. Responsibility and Accountability.

The HSTC will be responsible for treating personal information in accordance with these principles. The [] will access passport records through the Consular Consolidated Database, which contains built-in audit functions. If a change is made to the method in which the [] accesses passport data, a separate technical addendum may be added. Consular Affairs will notify the [] Privacy Officer if an audit suggests an HSTC user may have misused their access privileges.

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B. Additional Privacy Requirements are established in Addendum A "Passport Data Privacy", attached to this Memorandum.

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**ARTICLE X
SECURITY/SAFEGUARDS**

At the time of signing, the [] will have in place safeguards and procedures designed to protect against unauthorized use and disclosure of information obtained under the terms of this MOU.

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A. Records Storage

The [] shall store all information from the databases described in Article VIII in systems that ensure protection of the information.

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B. Identification of Procedures

The [] shall identify in writing to Consular Affairs the specific measures taken, or expected to be taken, regarding the protection of information from unauthorized disclosure.

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C. Additional Security requirements and procedures are established in Addendum A "Passport Data Privacy", attached to this Memorandum.

**ARTICLE XI
DOCUMENT AUTHENTICATION**

The [] may request further information, and authenticated copies of passport records for official or judicial purposes by written request to the Office of Law Enforcement Liaison, Passport Services of Consular Affairs and should direct other agencies seeking passport information to the []

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**ARTICLE XII
RECORD REVIEWS**

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Consular Affairs' Administrator will have the right to perform record reviews upon request, at the [], or other reviews to ensure that adequate safeguards are maintained by the [] with regard to the information obtained under the terms of this MOU.

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**ARTICLE XIII
PROGRAM ADMINISTRATOR FOR EACH AGENCY**

In the case of Consular Affairs, the Administrator will be the [] [] Passport Services in the Bureau of Consular Affairs.

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In the case of the [], the Administrator will be the HSTC Systems Administrator, an officer of the []

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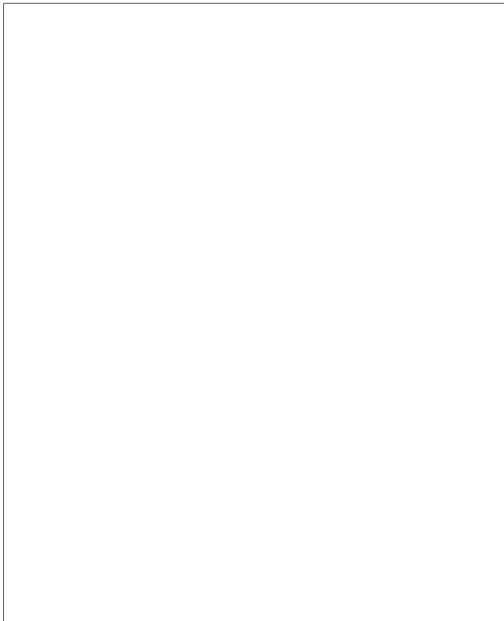
**ARTICLE XIV
ENTRY INTO FORCE**

This MOU, which consists of XV numbered sections and all addenda and appendices, will enter into force when signed by both parties.

**ARTICLE XV
NO THIRD PARTY RIGHTS OR BENEFITS**

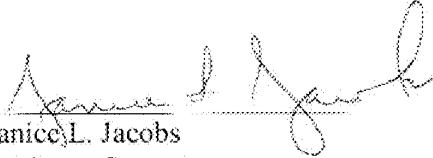
This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, their parent agencies, the United States, or the officers, employees, agents or other associated personnel thereof.

SIGNED:



CONSULAR AFFAIRS

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Janice L. Jacobs
Assistant Secretary
Bureau of Consular Affairs
U.S. Department of State

DATE: Sept 17, 2009

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