

RELEASE IN PART
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF JUSTICE
[REDACTED]
AND
UNITED STATES DEPARTMENT OF STATE
BUREAU OF CONSULAR AFFAIRS
FOR
PROVISION OF AUTOMATED [REDACTED]**

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Pursuant to applicable provisions of the Privacy Act of 1974 5 United States Code (U.S.C.) § 552a, 8 U.S.C. §§ 1104, 8 U.S.C. §§ 1105, 22 U.S.C. §§ 211a, and 22 Code of Federal Regulations (C.F.R.) 517, this Memorandum of Understanding (MOU) is entered into between the United States Department of Justice, Federal Bureau of Prisons (BOP), and the United States Department of State, Bureau of Consular Affairs (CA), who hereby agree as follows:

Article I. Legal Authority:

A. [REDACTED]

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B. Title 8 U.S.C. §§ 1104, "Powers and duties of Secretary of State," grants the Secretary of State authority to administer and enforce immigration and nationality laws relating to the powers, duties, and functions of diplomatic and consular officers of the United States, and to delegate these authorities to the Bureau of Consular Affairs.

C. Title 8 U.S.C. § 1105 "Liaison with internal security officers; data exchange," grants the U.S. Department of State authority to maintain liaison with other government offices for the purpose of obtaining and exchanging information for use in enforcing its authority to administer and enforce its immigration and nationality authorities.

D. Title 22 U.S.C. § 211a, grants the Secretary of State the "Authority to cause passports to be granted, issued, and verified;"

Article II. Purpose and Scope:

A. The purpose of this Agreement is to establish secure, efficient procedures to transmit certain automated BOP inmate information to CA, thereby assisting CA in identifying individuals who may be ineligible for issuance and ensuring that incarcerated individuals' identities are not used by impostors attempting to fraudulently obtain U.S. passports.

B. This Agreement shall not affect any other independent relationship or obligation between the parties on any other subject, or between the parties and any third party or parties.

C. This Agreement supersedes any agreement previously executed between the parties on this same subject.

Article III. Definitions: For purposes of this Agreement, the following definitions shall apply:

A.

[Redacted]

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[Redacted]

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B.

[Redacted]

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[Redacted]

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C.

[Redacted]

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Article IV. Procedures:

[Redacted]

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1. [Redacted] B7(E)

(a) [Redacted] B7(E)

[Redacted] B7(E)

(i) [Redacted] B7(E)
(ii) [Redacted]
(iii) [Redacted]
(iv) [Redacted]
(v) [Redacted]
(vi) [Redacted]
(vii) [Redacted]
(viii) [Redacted]
(ix) [Redacted]
(x) [Redacted]
(xi) [Redacted]
(xii) [Redacted]

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(b) [Redacted] B7(E)

a. [Redacted] B7(E)
b. [Redacted]
c. [Redacted]
d. [Redacted]
e. [Redacted]
f. [Redacted]

B. CA shall ensure that:

1. All operational details necessary are in place to access the electronic data files maintained by [Redacted] system. B7(E)

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2. [Redacted] B7(E)

[Redacted] B7(E)

3. [Redacted] B7(E)

[Redacted] B7(E)

4. Only authorized CA staff are allowed to access BOP inmate data.

5. All information provided by BOP in accordance with NIST Standards (800-53 Revision 4, and OMB M-17-12 is safeguarded.

Article V. Financial Responsibilities:

A. Each party shall be responsible for its own costs and expenses incurred in implementing this Agreement.

B. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. § 1341, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

Article VI. Privacy Act/Computer Security Requirements:

A. Each party shall ensure that staff affected by this MOU comply with the Privacy Act, 5 U.S.C. 552a, as amended, regarding the confidentiality of BOP inmate data and with all internal policies and applicable statutes and regulations regarding computer security, including but not limited to, the Federal Information Security Modernization Act (FISMA) PL113-283 and OMB Memorandum M-17-12 "Preparing For and Responding to a Breach of Personally Identifiable Information".

B. CA shall:

1. Require a favorably adjudicated background investigation for all personnel who have access to BOP data.

2. Upon initiation of the MOU and any time thereafter that the CA system in which BOP

data will reside is re-certified and accredited, provide the BOP with a written statement from its agency security manager stating that its network or other interconnecting end system complies with applicable federal mandates for system security authorization.

3. With respect to the data provided pursuant to this agreement, CA will immediately (or no later than within one hour of discovery) notify the [redacted] in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic). If the data breach occurs outside of regular business hours and neither the [redacted] [redacted] [redacted] within one hour of discovery of the breach.

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4. Provide inactivity protection on the workstations of users accessing [redacted] data. At a minimum, a user must enter a password (or PIN if PIV-enabled) to reactivate an unattended workstation with access to the data after an appropriate default time.

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5. Provide verification that users have received information security awareness training in accordance with FISMA. Such training must be documented and auditable.

C. Each party shall ensure that BOP inmate data is stored in secure areas that are physically safe from access by unauthorized persons.

Article VII. General Provisions:

A. Period of Agreement/Termination:

1. This Agreement shall become effective upon the date of final signatures of both parties, as designated below, and remain in effect for five years from the date of the last signature, unless terminated sooner by mutual written agreement, or by either party upon 90 days advanced written notice to the other party.

2. Neither party shall be responsible for delays or failures in performance from acts beyond the reasonable control of such party, e.g. a natural or man-made disaster.

B. Extension/Modification:

1. Either party may propose to extend or modify this agreement at any time.
2. All proposed extensions and/or modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. Liability/Indemnification:


1. Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available to them pursuant to Federal law. Neither party agrees to insure, defend, or indemnify the other party.
2. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.
3. This Agreement is for the sole and exclusive benefit of the signatory parties and shall not be construed to bestow any legal right or benefit upon any other party.

D. Dispute Resolution. In the event of a dispute between the parties, the parties shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

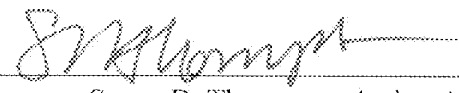
E. Contact Persons. Each party shall provide to the other party, and update as necessary, the names, positions, telephone numbers and email addresses for contact persons authorized to implement this MOU and coordinate additional operational details. See APPENDIX A for the current list of contacts.

The signatures below warrant and represent that they are authorized on behalf of their respective agencies to enter into the obligations set forth in this Agreement. In Witness Whereof, the undersigned, duly authorized officers hereby subscribe their names on behalf of the parties:

Bureau of Consular Affairs:

Date: 7/17/2017 
David T. Donahue
Acting, Assistant Secretary
Bureau of Consular Affairs
U.S. Department of State

Federal Bureau of Prisons:

Date: 8/11/17 
Sonya D. Thompson, Acting Assistant
Director for Information, Policy and
Public Affairs (Chief Information Officer)
Federal Bureau of Prisons
U.S. Department of Justice

APPENDIX A

Points of Contacts:

1. Agreement Administration: (Correspondence, modifications, notices, etc.)

CA: Special Projects and Data Sharing Division
Office of Integrity and Internal Controls, Passport Services Directorate
Bureau of Consular Affairs
600 19th St.
Washington, DC 20006
Phone: 202-485-6593
Email: CA-PPT-IIC-SP@state.gov

BOP: (Erik) Erlewine, Assistant General Counsel
320 First Street NW – Ste 900
Washington, D.C. 20534
Phone: 202-307-1240
Fax: 202-514-8482
Email: derlewine@bop.gov

2. Technical Requirements: (Specifications, etc.)

CA: Miguel Gonzalez, Division Chief
Office of Technical Operations, Passport Services Directorate
Bureau of Consular Affairs
600 19th St.
Washington, DC 20006
Phone: 202-485-6501
Email: gonzalezm@state.gov

BOP: Terry Brooks, Chief – Computer Services Administration & User Support Branch
320 First Street, NW – Ste 354
Washington, DC 20534
Phone: 202-307-2549
Fax: 202-307-1261
Email: tdbrooks@bop.gov