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RELEASE IN
PART B7(E)

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE DEPARTMENT OF STATE (DOS),
BUREAU OF CONSULAR AFFAIRS (CA)

AND

THE US DEPARTMENT OF LABOR (DOL)
OFFICE OF INSPECTOR GENERAL (OIG),
WAGE HOUR DIVISION (WHD),
AND

EMPLOYMENT AND TRAINING ADMINISTRATION, OFFICE OF FOREIGN
LABOR CERTIFICATION (ETA-OFLC)

FOR THE SHARING OF VISA AND LABOR CERTIFICATION INFORMATION

I. PARTIES

A. The Parties to this Memorandum of Understanding are:

1. The Department of State, Bureau of Consular Affairs (DOS/CA);
2. The Department of Labor's (DOL) Office of Foreign Labor Certification (OFLC), situated in the DOL's Employment and Training Administration (ETA);
3. DOL's Wage Hour Division (WHD); and
4. DOL's Office of Inspector General (OIG).

B. Any references to "DOL" in this MOU mean OFLC, WHD, and OIG only and no other agency or sub-agency component of DOL.

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B7(E)

II. PURPOSE

- A. This MOU between DOS/CA and DOL establishes the overarching arrangement by which DOS/CA and DOL will provide access to and share the information in visa record and labor certification databases, and documents the basic mechanisms and responsibilities established to protect this data.
- B. Data sharing between the Parties is intended to support immigration, U.S. labor law enforcement, fair employment and foreign policy objectives, and other national interests of the United States. This includes ensuring the proper administration of U.S. immigration laws in DOS/CA's adjudication and issuance of visas and other travel documentation.

III. BACKGROUND

- A. Fundamental to the mission of DOS/CA is to protect and assist U.S. citizens abroad, enhance U.S. border security, and facilitate the lawful entry into the United States of persons eligible for U.S. visas. DOS/CA is charged with facilitating travel to the United States while maintaining border security. DOS/CA holds responsibility for U.S. visa operations worldwide, for the adjudication of U.S. visa applications, and for the issuance of U.S. visas and other travel documents.

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B7(E)

- C. Fundamental to the mission of the OFLC is assisting U.S. employers to obtain a reliable and legal workforce while protecting the wages and working conditions of U.S. workers similarly employed. OFLC has the responsibility for processing center operations nationwide, adjudicating and issuing permanent and temporary labor certifications, and conducting audit examinations of employer compliance with regulatory requirements.

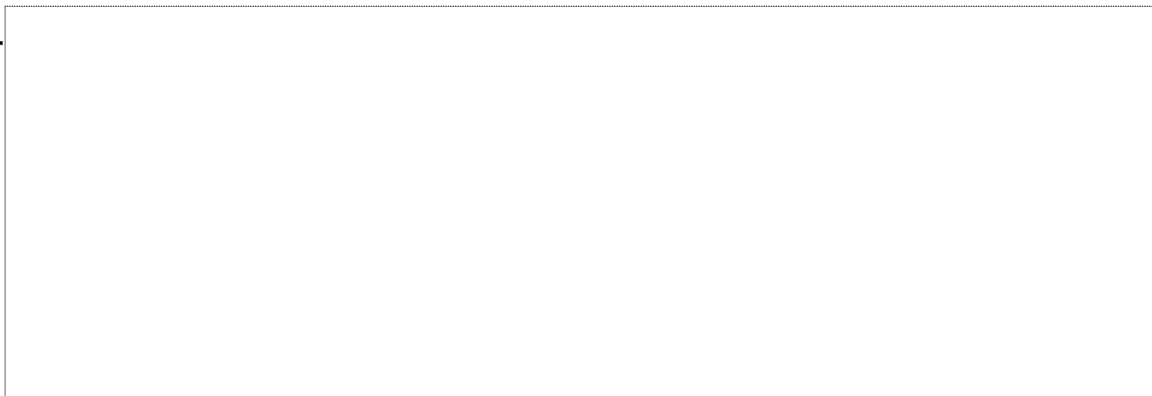
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RELEASE IN PART
B7(E)

OFLC can benefit from access to and sharing of visa issuance information contained in the DOS/CA Consular Consolidated Database Interagency (CCDI) for purposes of identifying potential program noncompliance in the course of adjudicating employer applications, enabling OFLC to request additional information or corrections to deficiencies preventing the issuance of permanent or temporary labor certifications in relevant cases, and to support other appropriate regulatory actions on certifications that have been issued.

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B7(E)

E. WHD is responsible for administering and enforcing a wide range of labor laws, including the Fair Labor Standards Act, the Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, worker protections provided in several temporary visa programs, and the prevailing wage requirements of the Davis-Bacon and Related Acts and the Service Contract Act. Allowing WHD direct access to the CCDi would

B7(E)

Nothing in this MOU limits the WHD's enforcement of these and other statutes.

IV. AUTHORITY

B7(E)

The information sharing and enhanced cooperation among the Parties to this MOU is authorized under, and complies with, the provisions of the following:

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RELEASE IN PART
B7(E)

- A. DOS/CA enters into this MOU under the authority provided by the Immigration and Nationality Act (INA), 8 U.S.C. §§ 1101, §§ 1104, 1185 and 1202(f).
- B. DOL enters into this MOU under the authority provided by the INA, 8 U.S.C. §§ 1101; 1153; 1182; 1184; 1188; and 1288; 5 U.S.C. §§ 552 and 552a; the Inspector General Act of 1978, as amended (5 U.S.C. App. 3); 20 C.F.R. Parts 655 and 656; and 29 C.F.R. Parts 501 and 503.

V. DATA SHARING RESPONSIBILITIES

The data sharing responsibilities of each Party to this MOU are as follows:

- A. DOS/CA Visa Data
 - 1. DOS/CA will:
 - a. Provide DOL users with direct log-on access to the nonimmigrant visa (NIV) and immigrant visa (IV) portions of the CCDi, in a Sensitive But Unclassified (SBU) form via an agreed upon connection as described in the Interconnection Security Agreement (ISA). The specific elements of data are identified in a Reports and Users document attached to the MOU (see Appendix A);
 - b. Respond to DOL queries for clarification or additional information arising from DOL access to specific information and reports drawn from the NIV and IV portions of the CCDi, as appropriate.

B. DOL Data

- 1. OFLC will:
 - a. Provide DOS/CA with direct access using a web based application to OFLC's PERM and iCERT systems (or successor systems) to

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view, on a read-only basis, case specific data and documentation drawn from applications for nonimmigrant and immigrant labor certification. OFLC will provide access via an agreed upon connection as described in the ISA. The DOL System of Records Notice (SORN) used for the purpose of this information exchange is the DOL/ETA-7 – Foreign Labor Certification System and Employer Application Case Files;

- b. In addition, OFLC will provide DOS/CA with direct access to electronic immigrant and nonimmigrant labor certification data using a web-based application programming interface. OFLC will provide access via an agreed upon connection as described in the ISA. The DOL SORN used for the purpose of this information exchange is the DOL/ETA-7 – Foreign Labor Certification System and Employer Application Case Files
- c. Respond to DOS/CA queries for clarification or additional information arising from DOS/CA access to PERM and iCert systems relating to specific case data and documentation drawn from applications for nonimmigrant and immigrant labor certifications, as appropriate.

VI. TECHNOLOGY STANDARDS

DOS/CA and DOL will comply with the following standards and procedures for ensuring the administrative, technical, and physical security of the information exchanged under this MOU and the results of such programs:

- A. The Parties are committed to updating the information technologies employed to implement this MOU and to ensure that the relevant systems remain efficient as data volumes increase and more advanced technologies become available.
- B. In order to enable read access to the CCDi, DOL accepts the responsibility to establish a connection to the designated State data center that complies with State's SBU standards contained in the Foreign Affairs Manual for

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agencies accessing the CCDi, in accordance with an ISA that governs the technical and security requirements for interconnecting the DOS and DOL networks. The Parties will maintain the highest level of security that is commensurate with the risk and magnitude of the harm that could result from the loss, misuse, disclosure or modification of the information contained in the CCDi.

- C. All modifications of transport, use, or storage of either Parties' data pursuant to this MOU require written request and approval from each Party.
- D. The Parties will comply with the Federal Information Security Management Act (FISMA), 44 U.S.C. § 3541 *et seq.*, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); Federal Information Processing Standards (FIPS), Mandatory Security Processing Standards 199 & 200; related Office of Management and Budget (OMB) circulars and memoranda, including revised Circular A-130, Management of Federal Information Resources, 81 Fed. Reg. 49689 (July 28, 2016) 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, regulations, and directives provide requirements and guidance for safeguarding Federal information systems and PII used in Federal agency business processes, as well as related reporting requirements.
- E. FISMA requirements apply to all Federal organizations, contractors, or sources that possesses or uses Federal information, or that operate, use, or have access to Federal information systems on behalf of any Other Government Agency (OGA) or Non-Government Organization (NGO). Each agency receiving information under this MOU is responsible for oversight and compliance of its contractors and agents with FISMA requirements.

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VII. LIMITATIONS ON THE DISCLOSURE AND USE OF INFORMATION

A. General Provisions

1. Except as provided in this MOU, DOL will restrict access to DOS/CA data to individual DOL personnel who require access to the data to perform their official duties for DOL. When an individual no longer has a need to access DOS/CA data, access will be promptly disabled by DOL.
2. Data provided, exchanged, stored, retained, or otherwise governed by this MOU will not be shared, handled, or further disseminated in a manner that would violate federal law, regulation, or applicable SORNs.
3. Both Parties acknowledge that the data and other information provided under this MOU may be subject to various statutes and other authorities, including INA § 222(f), 8 U.S.C. § 1202(t), (Visa Record Confidentiality); 8 U.S.C. § 1367 (VAWA Restricted Disclosure of T and U Visa Data); and the Privacy Act, 5 U.S.C. § 552a.
4. Exchange of such information pursuant to this MOU is not a public disclosure under the Freedom of Information Act, 5 U.S.C. 552.
5. Confidential information means information that may be exempt from disclosure to the public or other unauthorized persons under state and federal statutes. Confidential information includes: U.S. Department of State visa records; the identities of persons who have given information to the Parties in confidence or under circumstances in which confidentiality can be implied; any employee statements in DOL's enforcement files that were obtained under these conditions; internal opinions and recommendations of federal or state personnel, including (but not limited to) investigators and supervisors; information or records covered by the attorney-client privilege and the attorney work-product privilege; personal information on living persons; individually identifiable health information; and confidential business information and trade secrets.

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6. When confidential information is exchanged it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this MOU as described herein. Unless otherwise specifically authorized pursuant to an advance consent provision in this MOU, the confidential information shall not be duplicated or disclosed without the written authority of the agency providing the information (hereinafter the “donor agency”) or a court order.
7. In the event that there is a public proceeding, such as a trial, in which confidential information may be used or testimony of DOL employees sought, DOL requires that DOS/CA notify DOL.
8. If either Party receives a request for information, including under the Freedom of Information Act (FOIA), 5 U.S.C. § 552, the Privacy Act, 5 U.S.C. §552a, or pursuant to any judicial or administrative process, and the Party determines that donor agency data is responsive to that request, the Party that received the information must promptly refer the request to the donor agency for coordination and consent on whether the responsive data is releasable. The Parties agree that any documents or records based upon or incorporating information obtained pursuant to this MOU that are to be released to third parties (including under FOIA, Privacy Act or any legal or administrative proceeding) will be coordinated with the other Party prior to release.
9. For purposes of records disclosure under this MOU and the applicable SORNs, other bureaus within DOS are not considered third parties or agencies in relation to DOS/CA. Similarly, other directorates, groups, branches or offices within DOL - and outside of OFLC, OIG and WHD - are not considered third parties or agencies in relation to DOL for record disclosure purposes under this MOU and the applicable SORNs. The Parties agree that neither DOS/CA nor DOL is precluded from disclosing information under this MOU with each Party’s respective offices, bureaus, directorates, groups, branches, or component agencies on an official need basis as authorized under this MOU, and applicable privacy and confidentiality statutes and requirements.

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B. DOS/CA Visa Records

1. Department of State visa records are considered “confidential” under § 222(f) of the INA. (See 8 U.S.C. § 1202(f)).
2. The Parties recognize that the data and other information that DOS/CA is to share with DOL under this MOU constitute visa records within the scope of INA § 222(f). Such records, including extracts from and portions of such records, are considered confidential under INA § 222(f) for purposes of preserving the authorized use, disclosure and dissemination protections under this provision, and may be used “only for the formulation, amendment, administration, or enforcement of the immigration, nationality, and other laws of the United States,” as determined by DOS/CA.
3. Both Parties further recognize that a visa bearer’s immigration status may change from that of nonimmigrant to immigrant, lawful permanent resident, or United States citizen. In recognition that the records of lawful permanent residents and United States citizens are subject to Privacy Act requirements at 5 U.S.C. 552a, both parties are to follow their respective internal procedures for meeting those requirements.

C. Responsibilities of the Parties

To ensure the proper handling, disclosure and protection of visa records, the Parties define their responsibilities as follows:

1. DOS/CA will:
 - a. Train designated DOL users on the effective and appropriate use of the CCDi. Training will include an explanation, data fields, and queries, as well as applicable laws, regulations and procedures pertaining to proper treatment and safeguarding of DOS/CA

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information contained in the CCDi. Training will be conducted in close coordination with designated DOL staff members.

- b. Provide a technical point of contact to resolve any problems relating to access to the CCDi.
 - c. Designate DOS/CA representatives with authority to permit DOL to share visa records, if necessary and appropriate
 - d. Provide points of contact to carry out the requirements of this MOU with regard to the disclosures and use of information and training for DOS/CA employees with access to relevant DOL data.
 - e. Require all DOS/CA personnel to be appropriately trained and briefed on the handling and protection of relevant DOL data prior to access. This training is to be refreshed, as needed. DOS/CA will document the completion of the training. Completed training documentation will include the signing of a Foreign Labor Certification System Access Request Form (FLCS-ARF) and Rules of Behavior by the individual employees who participated in the training and require access to OFLC systems.
 - f. Designate DOS/CA representatives with authority to permit DOL to share visa records, if necessary and appropriate, with another U.S. government entity outside DOL or with a foreign government.
2. DOL will:
- a. Train designated DOS/CA users on the effective and appropriate use of the OFLC PERM and iCERT systems. Training will include an explanation of data fields, records and queries, as well as applicable laws, regulations and procedures pertaining to proper treatment and safeguarding of OFLC information contained in the PERM and iCERT systems.

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- b. Provide a technical point of contact to resolve any problems relating to access to the PERM and iCERT systems as well as the electronic exchange of OFLC data contained in such systems.
- c. Restrict access to DOS/CA visa data to individual DOL personnel (to include permanent staff, contractors, assignees and detailees from third agencies) who have a need to know and require such access to perform their official duties for DOL under applicable law. When an individual no longer has a need to access DOS/CA visa data, DOL will promptly submit a request to DOS/CA authorizing that such access to visa data be disabled.
- d. Provide points of contact to carry out the requirements of this MOU with regard to the disclosures and use of information and training for DOL employees with access to relevant visa data.
- e. Require all DOL personnel (to include permanent staff, contractors, assignees and detailees from third agencies) to be appropriately trained and briefed on the handling and protection of visa data prior to access. This training is to be refreshed, as needed and DOL will document the completion of the training. Completed training documentation is to include the signing of a briefing acknowledgment statement by the individual employees who participated in the training.
- f. Ensure that all DOL personnel with access to visa records handle such records in accordance with the guidance of DOS/CA, DOL policies and this MOU.
- g. Notify and coordinate with DOS/CA on all inquiries or requests for information received from third parties (including any USG agency, any state or local government agency or office, Congress, the Government Accountability Office (GAO), any court or judicial

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entity, a party subject to a DOL investigation or litigation, the media and the general public) that would require disclosure of DOS/CA records obtained under this MOU for a determination of whether such information may be released.

- h. Not disclose, reproduce, transmit or copy a visa record or information contained therein, including extracts from and portions of such records, for sharing with any Party outside of DOL – including but not limited to the visa applicant; attorneys or third Party representatives; U.S. government departments, agencies, and offices; Congress; foreign governments; courts; media; private entities and the public – except as permitted under INA § 222(f), and only after obtaining DOS/CA consent via the Visa Office collective email box at 222fclearances@state.gov – unless DOL is otherwise provided advance consent by DOS/CA to share such records with a particular party pursuant to a written provision in this MOU.

- (1) DOS/CA provides advance consent to DOL to share visa records, or any portion of information in a visa record, with the following U.S. Government agencies: the Department of Homeland Security (DHS), the Federal Bureau of Investigation (FBI), and the Department of Justice, Immigrant and Employee Rights Section (DOJ/IER), provided that such disclosure is for the purpose of administering and enforcing U.S. law within the meaning of INA § 222(f). DOS/CA has previously determined that disclosure of visa records to the federal government entities named in this paragraph is consistent with INA § 222(f) as

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the Parties require the data for administering or enforcing the immigration, nationality or other laws of the U.S. related to employment discrimination, criminal investigations, U.S. border security, counter proliferation, counterterrorism, and other U.S. law enforcement, intelligence and national security-related operations and activities.

- i. Not disclose, reproduce, transmit, or copy a visa record, or information therein, including extracts from and portions of such records, for sharing with a foreign government without explicit, written consent from DOS/CA;
- j. Will first contact the Visa Office collective email box at -- 222fclearances@state.gov - to obtain DOS/CA consent and guidance on any necessary redactions or certification requirements before DOL releases any visa records (or any extracts from or portions of a visa record) in response to discovery requests and for the purpose of introducing such records into an administrative or judicial proceeding.
- k. Not access or disclose, disseminate, reproduce, transmit or copy a visa record, or any portion of information from a visa record, marked as visa class T (Victims of Human Trafficking) or U (Victims of Criminal Activity), for sharing with external agencies unless such sharing is consistent with INA § 222(f) and 8 U.S.C. § 1367, and has been approved by DOS/CA.
- l. Will mark any dissemination of visa records to a third party with the following caveat language: "The information provided is derived from a Department of State, Bureau of Consular Affairs

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visa record that is considered “Confidential” under § 222(f) of the INA. This information is being disclosed only for the specific purpose for which it is provided, and it must not be disclosed or shared for any other purpose. Further dissemination to any third-party entity is prohibited without the express, written consent of the Department of State.”

VIII. ACCESS CONTROLS AND SAFEGUARDS FOR DOS/CA VISA RECORDS

A. General

1. DOL will ensure that users of DOS/CA’s visa records and their supervisors are familiar with the requirements of the MOU.
2. DOS/CA will ensure that DOS/CA’s staff and their supervisors with access to any DOL records are familiar with the requirements of the MOU.
3. The Parties will certify and exchange documentation upon request (to the contacts listed in Appendix B) that their staff has fully complied with all access controls and safeguards in the MOU.
4. DOL understands that DOS/CA may suspend or terminate an individual’s access to visa data if DOS/CA determines that DOL or a DOL user has failed to comply with any of the provisions of the MOU.
5. DOS/CA understands that DOL may suspend or terminate an individual’s access to DOL data and information if DOL determines that DOS/CA or a DOS/CA user has failed to comply with any of the provisions of the MOU.

B. Access Authorization, Control and Oversight

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1. DOL will:
 - a. Be responsible for preventing, detecting, and reporting all unauthorized activity related to data exchanged under this MOU on behalf of the receiving agency's personnel.
 - b. Be responsible for the setup and maintenance of CCD user accounts subject to consultation with DOS/CA on requirements.
 - c. Appoint and identify DOL staff who will act as Certifying Authorities responsible for enabling and disabling individual CCDi user accounts.
 - d. Validate all Certifying Authorities quarterly. If Certifying Authorities change, DOL will notify the DOS/CA Visa Office, Office of Information Management and Liaison using the collective mailbox DOS-VO-DataSharing@state.gov as designated by this MOU within five business days of the DOL personnel change.
 - e. Use its established system of oversight to ensure that access to records/systems and use, dissemination, storage, and disposal of information is in accordance with the MOU, relevant laws, regulations, and policies; and have measures in place to detect and counter unauthorized activity.
 - f. Ensure that information will be accessed only by authorized users pursuant to the MOU including any personnel detailed to a Party to this MOU from a third agency or contractors whose duties while detailed to that Party require access to information exchanged under this MOU.
 1. Users must be properly advised of the rules governing the handling of confidential information and 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.

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2. Authorizations must be kept current in light of actual job responsibilities of individual users.
 3. When an individual no longer has a need to access information exchanged under this MOU, including, DOS/CA visa records, access will be promptly terminated.
 - g. Respond to DOS/CA audits to ensure appropriate access, handling, and disclosure of visa records based on confidentiality requirements under § 222(f) of the INA. The results of such audits will be exchanged within DOS/CA. By maintaining verification records, our agencies will be able to respond to inquiries regarding how our shared data is being used.
2. Unauthorized Activity
- a. The Parties acknowledge that the term “unauthorized activity” includes unauthorized access, use, dissemination, disclosure, storage, or disposal of DOS/CA visa data.
 - b. The Parties will immediately, or as soon as practicable after becoming aware of the event, report all unauthorized activity including breaches of information and data exchanged under this MOU, to each other.
 - c. If either Party determines that there has been or may have been unauthorized access, use, dissemination, storage, or disposal of information exchanged under this MOU, or any other breach of confidentiality, each Party will promptly take appropriate disciplinary or remedial actions and notify the other of its actions pursuant to applicable law.
 - d. In addition to any disciplinary or other action taken by either Party, the other Party may give the receiving agency a written warning against further unauthorized access; or suspend or terminate access

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to information and data exchanged under this MOU for employees, including contractors from third agencies, who have engaged or are suspected of engaging in unauthorized activity or have failed to comply with any of the provisions of the MOU.

- e. Any personnel who have had their access suspended must be re-trained on the terms of this MOU, and applicable data confidentiality, privacy and security requirements, for reactivation of access to information and data exchanged under this MOU. The agency whose access has been suspended must provide written documentation to the donor agency evidencing that this re-training has occurred to include the employee's signature.
- f. DOL acknowledges that it will only transmit or store visa data derived from the CCDi on DOL's internal storage systems consistent with the terms of this MOU. Any data derived from the CCDi that is transmitted or stored on DOL internal systems must include the following language: "*The visa information contained herein is confidential under section 222(f) of the Immigration and Nationality Act and may not be further used or disclosed without the express consent of the Department of State.*"

3. Data Accuracy

- a. Should either Party discover an error(s) in any of the donor agency's records/data the party that discovered the error(s) will report such error(s) to the donor agency.
- b. The Parties will undertake to correct errors in visa databases consistent with its regular policies and practices.

IX. REPORTING REQUIREMENTS

The Parties are to cooperate in meeting any congressional or other reporting requirements.

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X. DISPOSITION OF RECORDS

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

XI. FUNDING

Notwithstanding any other provision contained herein, this MOU does not obligate either Party to expend or enter into any other MOU to commit or expend funds, nor does it serve as a basis for the transfer of funds. Nothing in this MOU shall be interpreted as limiting, superseding or otherwise affecting either Party's normal operations or decisions in carrying out its statutory or regulatory duties. 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.

XII. DISPUTE RESOLUTION

Disagreements between the Parties arising under or related to this shall be resolved only by consultation between the Parties, including, as necessary, escalation within each organization, up to the Secretaries. Disagreements over implementation of this MOU may not be referred to any court or administrative body for settlement.

XIII. AMENDMENT

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 fail or be found defective, it shall have no impact on the other portions of the MOU. Modifications or changes made to the addendum will not require re-execution of the original MOU.

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XIV. INTEGRATION CLAUSE

This MOU and any concurrently or subsequently approved Appendices constitute the entire MOU between the Parties with respect to its subject matter. There have been no representations, warranties, or promises made outside of this MOU. This MOU shall take precedence over any other documents that may be in conflict with it with respect to providing data regarding immigrant and nonimmigrant labor certifications, labor condition applications, and visa issuance information.

XV. PERIODIC REVIEW

The Parties agree to assist each other and to meet periodically, or at the request of either Party, through the points of contact set out in Appendix B to discuss and review the implementation of this MOU.

XVI. DURATION OF MOU

The terms of this MOU will take effect on the date of the last signature of the Parties. Unless terminated by either Party upon thirty (30) days of written notice to the other, this MOU shall remain in full force and effect for a period lasting no more than three (3) years. On or before the expiration date, the Parties may mutually agree in writing to an extension of this MOU or develop a new MOU. 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.

XVII. INTERPRETATION AND SEVERABILITY

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 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.

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XVIII. NO PRIVATE RIGHT OR CAUSE OF ACTION

This MOU does not create or confer any right or benefit, of any kind, either substantive or procedural, that may be enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associated personnel thereof. Nothing in this MOU is intended to restrict any Party from administering or enforcing any laws within its authority or jurisdiction.

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XIX. AUTHORIZED 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 MOU.

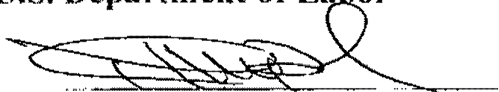
U.S. Department of State



Date 9/24/2018

Carl C. Risch
Assistant Secretary
Bureau of Consular Affairs
Department of State

U.S. Department of Labor



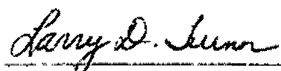
Date 2/5/2019

THOMAS M. DOWD
Deputy Assistant Secretary
Employment and Training Administration



Date 01/18/2019

Patricia Davidson
Deputy Administrator for Operations
Wage and Hour Division



Date 1/23/2019

Larry Turner
Deputy Inspector General
U.S. Department of Labor

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Attachments:

Appendix A – DOS/CA Reports and Users

Appendix B – DOL/OFLC Form ETA-9089 Data Elements

Appendix C – DOL/OFLC Form ETA-9035 Data Elements

Appendix D – DOL/OFLC Form ETA-9142 Data Elements

Appendix E– Persons to Contact

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Appendix B
DOL/OFLC Form ETA-9089 Data Elements

Note: ETA Form 9089 is known as the *Application for Permanent Employment Certification*. The form is used to support certain employment-based petitions for legal permanent residence.

Data Element	Description
A. Refiling Instructions	
Priority date from prior certification (ETA 750)	A "Yes" or "No" selection indicating whether an employer is seeking to use a priority date associated with an earlier filing under a precedent permanent program
Previous filing date	Date of the previous filing
State Workforce Agency (SWA) or State of previous filing	The SWA or State with where the prior filing was submitted
B. Schedule A Shepherd Information	
Schedule A Shepherd Application	A "Yes" or "No" selection indicating whether the filing is for a Schedule A shepherding occupation
C. Employer Information (Headquarters or Main Office)	
Employer name	The legal business name is the exact name of the individual, corporation, LLC, partnership, or other organization as reflected in legal documents
Trade name/DBA	If applicable, other trade or "doing business as" name by which the employer is known
Address 1	Street address of the employer's principal place of business
Address 2	Street address (additional space)
City	The city where the employer's principal place of business is located
State/Province	The state where the employer's principal place of business is located
Postal Code	The postal or "zip" code where the employer's principal place of business is located
Country	The country in which the employer's principal place of business is located
Phone number	The area code and telephone number for the employer's principal place of business
Extension	If applicable, the extension of the telephone number for the employer's principal place of business
Number of employees	The total number of employer's employees
Year commenced business (not	The year the employer commenced business or incorporated

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applicable to private households)	
FEIN **	Nine-digit Federal Employer Identification Number issued by the Internal Revenue Service
NAICS code	Four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business
Closely Held/Ownership Interest or Familial Relationship	A "Yes" or "No" selection indicating whether the employer is a closely held corporation, partnership or sole proprietorship in which the alien has an ownership interest or whether there is a familial relationship between the owners, stockholders, partners, corporate officers, incorporators and the alien.
D. Employer Contact Information	
Contact's last name	Last name of the employer's point of contact
Contact's first name	First name of the employer's point of contact
Contact's Middle initial	Middle initial of the employer's point of contact
Contact's job title	The job title of the employer's point of contact
Contact's Address 1	Business street address for the employer's point of contact
Contact's Address 2	Business street address for the employer's point of contact (more space)
Contact's City	City of the employer's point of contact
Contact's State/Province	State of the employer's point of contact
Contact's Country	Country of the employer's point of contact
Postal Code	Postal (zip) code of the employer's point of contact
Contact's Telephone number	The area code and business telephone number of the employer's point of contact
Contact's Extension	If applicable, the extension of the telephone number of the employer's point of contact
Contact's E-mail address	The business e-mail address of the employer's point of contact
FOR DOL USE ONLY (this information is contained on each page of the application)	
Validity Period	The validity period of the certification
E. Attorney or Agent Information (If applicable)	
Attorney/Agent last name	Last name of the attorney or agent
Attorney/Agent first name	First name of the attorney or agent
Attorney/Agent middle initial	Middle name of the attorney or agent
Law firm/Business name	If applicable, attorney/agent's law firm or business name
Law firm/Business FEIN **	Attorney/agent's law firm or business nine-digit FEIN as assigned by the IRS
Attorney/Agent Telephone Number	Area code and telephone number of the attorney/agent
Attorney/Agent Extension	If applicable, extension of the telephone number of the

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	attorney/agent
Attorney/Agent Address 1	Business street address for the attorney/agent
Attorney/Agent Address 2	Business street address for attorney/agent (more space)
Attorney/Agent City	City of the attorney/agent
Attorney/Agent State/Province	State of the attorney/agent
Attorney/Agent Country	Country of the attorney/agent
Attorney/Agent Postal Code	Postal (zip) code of the attorney/agent
Attorney/Agent E-mail Address	E-mail address of the attorney/agent
F. Prevailing Wage	
Prevailing Wage tracking number	A unique alpha-numerical identifier of the prevailing wage determination
SOC/O*NET(OES) code	The Standard Occupational Code (consistent with the Occupational Network and/or Occupational Employment Statistics survey) assigned to the occupation in which the alien will be employed
Occupation Title	The Standard Occupational Code title (Occupational Network and/or Occupational Employment Statistics survey code) assigned to the occupation in which the worker(s) will be employed
Skill Level	Indication of the level of the prevailing wage
Prevailing Wage & Per (Wage apportionment)	U.S. dollar amount of the prevailing wage and the selection of "hour," "week," "bi-weekly," "month," or "year" that describes the wage rate offer captured in the prior field
Prevailing Wage Source	Selection of "OES," "CBA," "Employer Conducted Survey," "DBA," "SCA," or "Other" indicating the source of the prevailing wage
If "Other" source	If "Other" is selected in prior question, the source of the prevailing wage
Determination date	The date the prevailing wage is officially issued (start date of PWD validity)
Expiration date	The date the prevailing wage expires (end date of PWD validity)
G. Wage Offer Information	
Offered Wage (From/To) and Per (Wage apportionment)	U.S. dollar wage offer to be paid to the employee; may be expressed as a range and selection of "hour," "week," "bi-weekly," "month," or "year" that describes the wage rate offer captured in the prior field
H. Job Offer Information <i>(additional intended places of employment are captured in an addendum to the application captures, if applicable)</i>	
Primary worksite address 1.	Street address of the primary place of intended employment

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Primary worksite address 2	Street address of the primary place of intended employment (additional space)
Job Title	Common name or payroll title of the job being offered
Education minimum level required	Selection of "None," "High School" "Associate's," "Bachelor's," "Master's," "Doctorate," "Other"
Other Degree Diploma	If applicable, specification of which degree is required if "Other" is selected in the prior question
Majors/Fields of study	Major(s) and/or field(s) of study required by the employer for the job opportunity
Training Required	A "Yes" or "No" selection indicating whether the employer requires training for the position
Training number of months	If applicable, number of months of training required for the position
Field of training	If applicable, specification of the training fields required for the position
Employment experience in the job offered	A "Yes" or "No" selection indicating whether prior experience in the job offered is required for the position
Experience number of months	If applicable, the number of months of experience required for the position
Alternate field of study	A "Yes" or "No" selection indicating whether an alternate field of study is acceptable to the employer
Alternate major/field of study	If applicable, the alternate major or field of study the employer would accept
Alternate combination of education and experience	A "Yes" or "No" selection indicating whether an alternate combination of education and experience is acceptable to the employer
Alternate level of education	If applicable, selection of "None," "High School" "Associate's," "Bachelor's," "Master's," "Doctorate," "Other"
Alternate Other	If applicable and other is selected in the preceding question, specification of the alternate level of education
Foreign education equivalent	A "Yes" or "No" selection indicating whether the employer would accept a foreign education equivalent
Alternate experience	A "Yes or No" selection indicating whether the employer would accept experience in an alternate occupation
Alternate experience number of months	The number of months of experience in an alternate occupation that would be acceptable to the employer
Alternate job title	Job title of the alternate occupation in which experience is acceptable to the employer
Job Duties	Employer's detailed description of the job duties to be performed by any worker
Normal job requirements	A "Yes" or "No" selection indicating whether the job

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Foreign Language	requirements are normal to the occupation A "Yes" or "No" selection indicating whether knowledge of a foreign language is required
Specific skills/requirements	Specific skills and/or requirements for the job opportunity
Combination of Occupations	A "Yes" or "No" selection indicating whether the application involves a combination of occupations
Job offer to alien	A "Yes" or "No" selection indicating whether the job opportunity in the application is being offered to the alien identified in the application
Live-in employee	A "Yes" or "No" selection indicating whether the alien would be required to live on the employer's premises (e.g. live-in domestic worker, etc.)
Domestic service worker	A "Yes" or "No" selection indicating whether the application is for a live-in household domestic service worker
Employment contract	A "Yes" or "No" selection indicating whether the employer and the alien have executed a required employment contract and whether a copy of the contract was provided to the alien
I. Recruitment Information	
<i>a. Occupation Type</i>	
Professional occupation (other than college/university professor)	A "Yes" or "No" selection indicating whether the application is for a professional occupation other than college/university professor requiring a bachelor's degree or higher
College/University Professor	A "Yes" or "No" selection indicating whether the application is for a college/university professor requiring a bachelor's degree or higher
College/University Professor competitive recruitment method	If applicable, a "Yes" or "No" selection indicating whether the employer used the competitive recruitment method to select the candidate
Basic Recruitment for Professional Occupations	A "Yes" or "No" selection indicating whether the employer used the basic recruitment methods to recruit for a professional occupation
<i>b. Special Recruitment for College/University Professors (this information is available only where the application indicates that the employer used the competitive recruitment process to select a candidate)</i>	
Date alien selected	Date the employer selected the alien for the job opportunity using the competitive recruitment and selection process
Name/Date of professional journal advertisement	Name and date of the professional journal in which the employer ran an advertisement for the job opportunity
Additional recruitment information	Employer's description of any additional recruitment information
<i>c. Professional/Non-Professional recruitment (this information is available for all applications)</i>	

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other than those for college/university professors using the competitive recruitment method)	
Start and end dates of the SWA job order	The start and end dates the job order is posted with the SWA
Sunday edition of newspaper	A "Yes" or "No" selection indicating whether there is a Sunday edition of a newspaper in the area of intended employment
Name of newspaper	The name of the newspaper of general circulation where the employer placed the first advertisement of the job opportunity
Dates of first advertisement	Date of first advertisement
Name of newspaper/professional journal	The name of the newspaper of general circulation or professional journal where the employer placed the second advertisement of the job opportunity and selection of "Newspaper" or "Journal"
Date of second advertisement	Date of second advertisement
<i>d. Additional Professional Recruitment</i>	
Job fair dates	Dates of advertisement of job fair
On-campus recruiting dates	Dates of advertisement of on campus recruiting
Employer website dates	Dates of advertisement on employer website
Trade or professional journal dates	Dates of advertisement in trade or professional journal
Job search website dates	Dates of advertisement on job search website
Private employment firm dates	Dates of advertisement with private employment firm
Employee referral program dates	Dates of advertisement in employee referral program
Campus placement office dates	Dates of advertisement with campus placement office
Local/ethnic newspaper dates	Dates of advertisement in local/ethnic newspaper
Radio/TV ads dates	Dates of advertisement on radio/TV
<i>e. General Information</i>	
Payment for application submission	A "Yes" or "No" selection indicating whether the employer received payment of any kind for submitting the application
Payment details	If applicable based on prior response, details of payment arrangement
Notice of filing	Two "Yes" or "No" selections indicating whether notice of the filing was posted or sent to bargaining representative of employer's employees
Layoffs	A "Yes" or "No" selection indicating whether the employer has laid off employees in the occupation for which certification is sought or related occupation
Notification and consideration of laid off workers	A "Yes" or "No" selection indicating whether the employer notified and considered laid off former employees for the job opportunity
<i>J. Alien Information</i>	

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Alien last name **	Last name of the alien
Alien first name **	First name of the alien
Alien middle name **	If applicable, full middle name of the alien
Alien current address 1 **	Street address for the alien's residence
Alien current address 2 **	Street address for the alien's residence (more space)
Alien city	City of the alien's residence
Alien State/Province	State of the alien's residence
Alien Country	Country of the alien's residence
Alien Postal Code	Postal (zip) code of the alien's residence
Alien phone number **	Phone number of alien's current residence
Alien country of citizenship	Alien country of citizenship
Alien country of birth	Alien country of birth
Alien date of birth **	Alien date of birth
Alien class of admission	Alien class of admission
Alien registration number (A#) **	Alien registration number (A#)
Alien admission number (I-94) **	Alien admission number (I-94)
Alien education	A selection of the highest level of education achieved by the alien as relevant to the required occupation "None" "High School" "Associate's" "Bachelor's" "Master's" "Doctorate" "Other"
Other Education	If applicable, description of education if "Other" was selected in prior question
Major/field of study	Alien's major or field of study
Year relevant education completed	Year alien completed relevant education required for the occupation
Educational Institution	Name of the institution where the relevant education achieved by the alien
Educational Institution Address 1	Street address of educational institution
Educational Institution Address 2	Street address of educational institution (more space)
Educational Institution City	City of educational institution
Educational Institution State/Province	State/Province of educational institution
Educational Institution Country	Country of educational institution
Educational Institution Postal Code	Postal (zip) code of educational institution
Alien training	A "Yes" "No" or "N/A" selection indicating whether the alien completed the training required for the job opportunity

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Alien experience	A "Yes" "No" or "N/A" selection indicating whether the alien possesses the experience required for the job opportunity
Alien alternate education/experience	If applicable, a "Yes" "No" or "N/A" selection indicating whether the alien possesses the alternate combination of education/experience required for the job opportunity
Alien alternate occupation	If applicable, a "Yes" "No" or "N/A" selection indicating whether the alien possesses experience in the alternate occupation required for the job opportunity
Alien experience with employer	A "Yes" "No" or "N/A" selection indicating whether the alien gained any experience required for the job opportunity with the employer filing the application
Payment for alien's training or education	A "Yes" "No" or "N/A" selection indicating whether the employer paid for alien's education or training required for the job opportunity
Alien current employee	A "Yes" "No" or "N/A" selection indicating whether the alien is currently employed by the employer applicant
K. Alien Work Experience (<i>The information in this section repeats for each of the alien's prior jobs held in the three years preceding the filing of the application</i>)	
Alien prior employer name	Name of alien's prior employer
Alien prior employer address 1	Address of alien's prior employer
Alien prior employer address 2	Address of alien's prior employer (more space)
Alien prior employer city	City of alien's prior employer
Alien prior employer state/province	State/Province of alien's prior employer
Alien prior employer country	Country of alien's prior employer
Alien prior employer postal code	Postal code of alien's prior employer
Alien prior employer business type	Business type of alien's prior employer
Alien prior job title	Alien's prior job title
Alien prior job start and end dates	Start and end dates of alien's prior employment
Alien's number of work hours per week	The number of work hours the alien worked per week
Alien prior employment details **	Details of alien's prior employment (i.e. job duties, equipment, skills, qualifications, certifications, licenses, etc.)
L. Alien Declaration (<i>information is an attestation under penalty of perjury that the information in the application is true and correct</i>)	
Alien's Last Name **	Alien's Last Name. <i>May not be applicable if element is not captured electronically.</i>
Alien's First Name **	Alien's First Name. <i>May not be applicable if element is not</i>

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Alien's full middle name **	<i>captured electronically.</i> Alien's full middle name. <i>May not be applicable if element is not captured electronically.</i>
Signature and date signed ** Date signed	Not applicable. Element is not captured electronically.
M. Declaration of Preparer (Conditional, only applies to applications <u>not</u> completed by employer. Information is an attestation under penalty of perjury that the information in the application is true and correct)	
Preparer Last name	Preparer Last name. <i>May not be applicable if element is not captured electronically.</i>
Preparer First Name	Preparer First Name. <i>May not be applicable if element is not captured electronically.</i>
Preparer middle initial	Preparer middle initial. <i>May not be applicable if element is not captured electronically.</i>
Preparer E-mail	Preparer E-mail. <i>May not be applicable if element is not captured electronically.</i>
Preparer signature and date signed	Not applicable. Element is not captured electronically.
N. Employer declaration (information indicates agreement with required conditions of employment and includes an attestation under penalty of perjury that the information in the application is true and correct)	
Employer Last name	Employer Last name. <i>May not be applicable if element is not captured electronically.</i>
Employer First Name	Employer First Name. <i>May not be applicable if element is not captured electronically.</i>
Employer middle initial	Employer middle initial. <i>May not be applicable if element is not captured electronically.</i>
Employer Title	Employer Title. <i>May not be applicable if element is not captured electronically.</i>
Employer signature and date signed	Not applicable. Element is not captured electronically.
O. U.S. Government Agency Use Only	
Certification validity (From To)	Validity of the certification
Certifying Officer Signature	Not applicable. Element is not captured electronically.
Date Signed	Date Signed. <i>May not be applicable if element is not captured electronically.</i>
Case Number	Case Number
Filing Date	Date on which the ETA Form 9089 was filed with DOL
Additional (non ETA Form 9089) Disclosure Element	
Audited (Date)	Date on which the ETA Form 9089 was audited by DOL

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Important Note: Fields marked with "***" are those DOL identified as containing PII or other private, sensitive, or otherwise proprietary information. DOL routinely redacts these fields from FOIA and/or Labor Certification Registry public disclosures.

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Appendix C
DOL/OFLC Form ETA-9035 Data Elements

Note: ETA Form 9035 is known as the Labor Condition Application (LCA) and is used in the H-1B, H-1B1 and E-3 visa programs.

Data Element	Description
Preliminary Collection Elements	
Employer agreement	The "Yes" or "No" response to the agreement to print and sign a hardcopy of the certified LCA; maintain it in the public access file; submit it to USCIS in support of the I-129, and provide a hardcopy to each H-1B nonimmigrant employed pursuant to that LCA
LCA obligations attestation	The "Yes" or "No" response to attestation that the statements on the LCA are true and accurate and that the employer undertakes obligations set out in the LCA in its instructions.
LCA instructions attestation	Employer's choice to either electronically attach the LCA instructions or not, and agreement to be bound by LCA obligations
FOR DOL USE ONLY (this information is contained on each page of the LCA)	
Case Number	The LCA unique case number as issued by DOL
Case Status	The status of the case (e.g. Certified)
Period of Employment	The official period of employment, also representing the validity period of the LCA
P. Employment-based Nonimmigrant Visa Information	
Visa classification	The visa classification supported by the application (i.e. H-1B, H-1B1 (Chile/Singapore) or E-3 (Australia))
Q. Temporary Need Information	
Job Title	Prospective workers job title
SOC (O*NET/OES) code	The Standard Occupational Code (consistent with the Occupational Network and/or Occupational Employment Statistics survey) assigned to the occupation in which the worker(s) will be employed
SOC (O*NET/OES) Occupational Title	The Standard Occupational Code title (Occupational Network and/or Occupational Employment Statistics survey code) assigned to the occupation in which the worker(s) will be employed

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Full Time Position	A "Yes" or "No" answer regarding whether the position is full time
Period of Intended Employment	Begin and end dates of intended employment in (MM/DD/YYYY) format
Worker Positions Needed	The total number of worker positions supported by the LCA, and breakout by categories (e.g. new employment, change in employer, etc.)
R. Employer Information	
Legal business name	The legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service
Trade name/DBA	If applicable, other trade or "doing business as" name by which the employer is known
Address 1	Street address of the employer's principal place of business
Address 2	Street address (additional space)
City	The city where the employer's principal place of business is located
State	The state where the employer's principal place of business is located
Postal Code	The postal or "zip" code where the employer's principal place of business is located
Country	The country in which the employer's principal place of business is located
Province	If applicable, the province where the employer's principal place of business is located
Telephone number	The area code and telephone number for the employer's principal place of business
Extension	If applicable, the extension of the telephone number for the employer's principal place of business
FEIN**	Nine-digit Federal Employer Identification Number issued by the Internal Revenue Service
NAICS code	Four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business
S. Employer Point of Contact Information	
Contact's last name	Last name of the employer's point of contact
Contact's First name	First name of the employer's point of contact
Contact's Middle name	Middle name of the employer's point of contact
Contact's job title	The job title of the employer's point of contact
Contact's Address 1	Business street address for the employer's point of contact
Contact's Address 2	Business street address for the employer's point of contact (more space)

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Contact's City	City of the employer's point of contact
Contact's State	State of the employer's point of contact
Postal Code	Postal (zip) code of the employer's point of contact
Contact's Country	Country of the employer's point of contact
Contact's Province	If applicable, the province of the employer's point of contact
Contact's Telephone	The area code and business telephone number of the employer's point of contact
Contact's Extension	If applicable, the extension of the telephone number of the employer's point of contact
Contact's E-mail address	The business e-mail address of the employer's point of contact
T. Attorney or Agent Information	
Representation in application process	A "Yes" or "No" response indication whether the employer is represented by an agent or attorney in filing the application
Attorney/Agent last name	Last name of the attorney or agent
Attorney/Agent first name	First name of the attorney or agent
Attorney/Agent Middle name	Middle name of the attorney or agent
Attorney/Agent Address 1	Business street address for the attorney/agent
Attorney/Agent Address 2	Business street address for attorney/agent (more space)
Attorney/Agent City	City of the attorney/agent
Attorney/Agent State	State of the attorney/agent
Attorney/Agent Postal Code	Postal (zip) code of the attorney/agent
Attorney/Agent Country	Country of the attorney/agent
Attorney/Agent Province	If applicable, province of the attorney/agent
Attorney/Agent Telephone Number	Area code and telephone number of the attorney/agent
Attorney/Agent Extension	If applicable, extension of the telephone number of the attorney/agent
Attorney/Agent E-mail Address	E-mail address of the attorney/agent
Law firm/Business name	If applicable, attorney/agent's law firm or business name
Law firm/Business FEIN **	Attorney/agent's law firm or business nine-digit FEIN as assigned by the IRS
State Bar number (attorney only)	If applicable, attorney's state Bar number
State of highest court where attorney is in good standing	If applicable, state of highest court where attorney is in good standing
Name of the highest court where attorney is in good standing (attorney only)	If applicable, name of the highest court where attorney is in good standing
U. Rate of Pay	
Wage rate (Required) From/To	U.S. dollar rate of pay to be paid to the foreign worker(s); may

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Per (Wage apportionment)	be expressed as a range Selection of "hour," "week," "bi-weekly," "month," or "year" indicating that describes the wage rate offer captured in the prior field
V. Employment and Prevailing Wage Information (this section captures data for up to (3) physical locations and corresponding prevailing wages covering each location where work will be performed)	
<i>a. Place of employment</i>	
Address 1	Street address of the place of intended employment
Address 2	Street address of the place of intended employment (additional space)
City	City of the place of intended employment
County	County of the place of intended employment
State/District/Territory	State/district or territory of intended employment
Postal code	Postal "zip" code of the place of intended employment
<i>Prevailing Wage</i>	
Agency which issued prevailing wage	Name of the DOL National Processing Center or State (State Workforce Agency) that issued the prevailing wage
Prevailing Wage tracking number	A unique alpha-numerical identifier of the prevailing wage determination
Wage Level	Selection of "I," "II," "III" or "IV" indicating the level of the prevailing wage
Prevailing Wage	U.S. dollar amount of the prevailing wage
Per (Wage apportionment)	Selection of "hour," "week," "bi-weekly," "month," or "year" indicating that describes the wage rate offer captured in the prior field
Prevailing Wage Source	Selection of "OES," "CBA," "DBA," "SCA," or "Other" indicating the source of the prevailing wage
Year source published	Year the source of the prevailing wage was published
If OES not officially issued, or Other source	Source of the OES wage, if it was not issued by the State Workforce Agency or a DOL National Processing Center, or of wage if "Other" is selected
W. Employer Labor Condition Statements	
Labor Condition Statements 1-4 Agreement	A "Yes" or "No" selection indicating that the employer has read and either agreed or disagreed with the Labor Condition statements related to wages, working conditions, strike/lockout/work stoppage and notice to employees
X. Additional Labor Condition Statements (H-1B only)	
<i>a. Subsection 1</i>	
H-1B dependent	A "Yes" or "No" selection indicating whether an employer is H-1B dependent in accordance with a regulatorily mandated

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Willful violator	calculation A "Yes" or "No" selection indicating whether an employer is a willful violator of H-1B program obligations
Limitation on use of application to H-1B petitions or extensions of exempt H-1Bs	A "Yes" or "No" selection indicating whether an employer will use the application ONLY in support of H-1B H-1B petitions or extensions of exempt H-1Bs
<i>b. Subsection 2</i>	
Additional Labor Condition Statements A - C	A "Yes" or "No" selection indicating whether an employer is agreeing to additional labor condition statements related to displacement, secondary displacement and recruitment/hiring of U.S. workers
Y. Public Disclosure Information	
Place of public disclosure	A selection of "employer's principal place of business" or "place of employment" indicating where the employer's public access file will be located
Z. Declaration of employer (hiring or designated official of the employer provides this information)	
Last name of hiring/designated official	Last (family) name of the person with authority to sign as the employer. <i>May not be applicable if element is not captured electronically.</i>
First name of hiring/designated official	First (given) name of the person with authority to sign as the employer. <i>May not be applicable if element is not captured electronically.</i>
Signature	Not applicable: Element is not captured electronically
Date signed	Not applicable: Element is not captured electronically
AA. LCA Preparer (the information in this section is conditional, i.e. the section is completed only if the preparer is a person other than the employer's point of contact or agent/attorney)	
Preparer last name	Last name of the preparer
Preparer first name	First name of the preparer
Preparer middle name	If applicable, first middle name of the preparer
Job title	Job title of the preparer
Firm/Business name	Firm/business name of the preparer
E-mail address	E-mail address of the preparer
BB. U.S. Government Use Only	
Certification validity (From/To)	Date range during which the certified LCA is valid (i.e. certified period of employment)
DOL/OFLC Official Signature	Not applicable. Element is not captured electronically
Determination date	The date on which a final determination regarding the application was made
Case number	Unique alpha-numeric identified assigned by DOL to the LCA
Case status	Status of the case (e.g. Certified)

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Additional (Non ETA Form 9035) Disclosure Element(s)	
Date filed	The date on which the ETA Form 9035 was filed with DOL.

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Appendix D
DOL/OFLC Form ETA-9142 Data Elements

Note: Forms ETA-9142A and B are known as the *Application for Temporary Employment Certification*. The A version of the form is used in the H-2A visa program and the B version of the form is used in the H-2B visa program.

Data Element	Description
CC. Employment-based Nonimmigrant Visa Information	
Visa classification	The visa classification supported by the application (i.e. H-1B, H-1B1 (Chile/Singapore) or E-3 (Australia))
DD. Temporary Need Information	
Job Title	Prospective worker(s) job title
SOC (O*NET/OES) code	The Standard Occupational Code (consistent with the Occupational Network and/or Occupational Employment Statistics survey) assigned to the occupation in which the worker(s) will be employed
SOC (O*NET/OES) Occupational Title	The Standard Occupational Code title (Occupational Network and/or Occupational Employment Statistics survey code) assigned to the occupation in which the worker(s) will be employed
Full Time Position	A "Yes" or "No" answer regarding whether the position is full time
Period of Intended Employment	Begin and end dates of intended employment in (MM/DD/YYYY) format
Worker Positions Needed	The total number of worker positions supported by the application, and breakout by categories (e.g. new employment, change in employer, etc.)
Nature of Temporary Need	A selection of "Seasonal," "Peakload," "One-time Occurrence" or "Intermittent or Other Temporary Need"
Statement of Temporary Need	If applicable, the employer's description of temporary need (required only for H-2B applications)
FOR DOL USE ONLY (this information is contained on each page of the application)	
Case Number	The application unique case number as issued by DOL
Case Status	The status of the case (e.g. Certified)
Validity Period	The validity period of the certification, i.e. certified period of employment
EE. Employer Information	
Legal business name	The legal name is the exact name of the individual, corporation, LLC, partnership, or other organization that is reported to the Internal Revenue Service

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Trade name/DBA	If applicable, other trade or "doing business as" name by which the employer is known
Address 1	Street address of the employer's principal place of business
Address 2	Street address (additional space)
City	The city where the employer's principal place of business is located
State	The state where the employer's principal place of business is located
Postal Code	The postal or "zip" code where the employer's principal place of business is located
Country	The country in which the employer's principal place of business is located
Province	If applicable, the province where the employer's principal place of business is located
Telephone number	The area code and telephone number for the employer's principal place of business
Extension	If applicable, the extension of the telephone number for the employer's principal place of business
FEIN **	Nine-digit Federal Employer Identification Number issued by the Internal Revenue Service
NAICS code	Four to six-digit North American Industry Classification System (NAICS) code that best describes the employer's business
Number of non-family full-time equivalent employees **	The total number of employer's full-time equivalent employees, not including family members
Annual gross receipts **	The U.S. dollar amount of the employer's annual gross receipts
Year established	The year the employer was established as a business
Type of Employer Application	A selection of "Individual Employer," "H-2A Labor Contractor or Job Contractor," "Association - Sole Employer," "Association - Joint Employer," "Association - Filing as Agent"
FF. Employer Point of Contact Information	
Contact's last name	Last name of the employer's point of contact
Contact's first name	First name of the employer's point of contact
Contact's Middle name	Middle name of the employer's point of contact
Contact's job title	The job title of the employer's point of contact
Contact's Address 1	Business street address for the employer's point of contact
Contact's Address 2	Business street address for the employer's point of contact (more space)
Contact's City	City of the employer's point of contact
Contact's State	State of the employer's point of contact
Postal Code	Postal (zip) code of the employer's point of contact
Contact's Country	Country of the employer's point of contact

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Contact's Province	If applicable, the province of the employer's point of contact
Contact's Telephone number	The area code and business telephone number of the employer's point of contact
Contact's Extension	If applicable, the extension of the telephone number of the employer's point of contact
Contact's E-mail address	The business e-mail address of the employer's point of contact
GG. Attorney or Agent Information	
Representation in application process	A "Yes" or "No" response indication whether the employer is represented by an agent or attorney in filing the application
Attorney/Agent last name	Last name of the attorney or agent
Attorney/Agent first name	First name of the attorney or agent
Attorney/Agent middle name	Middle name of the attorney or agent
Attorney/Agent Address 1	Business street address for the attorney/agent
Attorney/Agent Address 2	Business street address for attorney/agent (more space)
Attorney/Agent City	City of the attorney/agent
Attorney/Agent State	State of the attorney/agent
Attorney/Agent Postal Code	Postal (zip) code of the attorney/agent
Attorney/Agent Country	Country of the attorney/agent
Attorney/Agent Province	If applicable, province of the attorney/agent
Attorney/Agent Telephone Number	Area code and telephone number of the attorney/agent
Attorney/Agent Extension	If applicable, extension of the telephone number of the attorney/agent
Attorney/Agent E-mail Address	E-mail address of the attorney/agent
Law firm/Business name	If applicable, attorney/agent's law firm or business name
Law firm/Business FEIN **	Attorney/agent's law firm or business nine-digit FEIN as assigned by the IRS
State Bar number (attorney only)	If applicable, attorney's state Bar number
State of highest court where attorney is in good standing	If applicable, state of highest court where attorney is in good standing
Name of the highest court where attorney is in good standing (attorney only)	If applicable, name of the highest court where attorney is in good standing
HH. Job Offer Information	
<i>a. Job Description</i>	
Job Title	Same job title as the one entered under Section B question 1
Number of hours of work per week (Basic & Overtime)	Basic hours of work required per week and overtime hours per week in accordance with State and Federal law for the work and area of employment

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Hourly Work Schedule (AM & PM)	Daily work schedule for the job opportunity (e.g., 9 a.m. to 5 p.m., 7 a.m. to 11 a.m. and 4 p.m. to 8 p. m.)
Supervision of other employees	A "Yes" or "No" answer addressing whether the position supervises other employees
Number of employees supervised	Number of employees the position will supervise
Job duties	Employer's detailed description of the job duties to be performed
<i>b. Minimum Job Requirements</i>	
Education minimum (U.S. Diploma Requirement)	Selection of "None," "High School/GED," "Associate's," "Bachelor's," "Master's," "Doctorate (Ph.D)," "Other degree (JD, MD, etc.)"
Other Degree Diploma	If applicable, specification of which degree is required if "Other" is selected in the prior question
Majors/Fields of study	Major(s) and/or field(s) of study required by the employer for the job opportunity
Second U.S. Degree	A "Yes" or "No" selection indicating whether the employer requires a second U.S. degree
Type of Second U.S. Degree	If applicable, description of the type of second degree required
Training Required	A "Yes" or "No" selection indicating whether the employer requires training for the position
Training number of months	If applicable, number of months of training required for the position
Fields of training	If applicable, specification of the training fields required for the position
Employment experience	A "Yes" or "No" selection indicating whether prior experience is required for the position
Experience number of months	If applicable, the number of months of experience required for the position
Experience Occupation	If applicable, occupation in which experience is required
Special Requirements	A list of specific skills/licenses/certifications or other requirements necessary for the job opportunity
<i>c. Place of employment (this section captures data for a number of physical locations where work will be performed)</i>	
Address 1.	Street address of the place of intended employment
Address 2	Street address of the place of intended employment (additional space)
City	City of the place of intended employment
County	County of the place of intended employment
State/District/Territory	State/district or territory of intended employment
Postal code	Postal "zip" code of the place of intended employment

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Multiple worksites	A "Yes" or "No" selection indicating whether work will be performed on multiple worksites in the area of intended employment in addition to the first worksite listed on the face of the form
Multiple worksites geographic locations	If applicable based on the prior answer, a listing of additional geographic locations where work will be performed
II. Rate of Pay	
Basic rate of pay	U.S. dollar rate of pay to be paid to the foreign worker(s); may be expressed as a range
From/To	
Overtime rate of pay From/To	U.S. dollar overtime rate of pay to be paid to the foreign worker(s) in accordance with Federal and State law; may be expressed as a range
Per (Wage apportionment)	Selection of "hour," "week," "bi-weekly," "month," or "year" "piece rate" that describes how wage rate offer captured in the prior field will be calculated and paid to workers
Piece rate	If applicable based on the answer in prior question, a description of the piece rate wage requirements (e.g. production standards, etc.)
Additional Wage Information	If applicable, additional wage information such as multiple worksites, itinerary, special procedures)
JJ. Recruitment Information	
State Workforce Agency (SWA) name	Name of SWA serving the area of intended employment
Job order ID number	The unique identifier of the job order assigned by the SWA
Start and end dates of job order	The start and end dates the job order is posted with the SWA
Sunday edition of newspaper	A "Yes" or "No" selection indicating whether there is a Sunday edition of a newspaper in the area of intended employment
Name(s) of newspaper(s)/publication(s) in the area of intended employment (II-2B only)	The name of the newspaper(s) where the employer has advertised the job opportunity
Dates of print advertisements (From/To) (II-2B only)	The date ranges on which the print advertisement(s) ran in the newspaper/publication in the area of intended employment
Additional recruitment activities (II-2B only)	If applicable, a list/description of employer's other recruitment activities including sources, geographic locations, dates
KK. Declaration of Employer	
Agreement with terms, assurances, and obligations	A "Yes" "No" or "N/A" selection indicating whether the employer has read and agrees with the terms, assurances and obligations included in the Appendix A (for II-2A) or B (for II-2B) to the ETA Form 9142

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LL. Preparer (the information in this section is conditional, i.e. the section is completed only if the preparer is a person other than the employer's point of contact or agent/attorney)	
Preparer last name	Last name of the preparer
Preparer first name	First name of the preparer
Preparer middle name	If applicable, first middle name of the preparer
Job title	Job title of the preparer
Firm/Business name	Firm/business name of the preparer
E-mail address	E-mail address of the preparer
MM. U.S. Government Agency Use (ONLY)	
Certification validity (From/To)	Date range during which the certified application is valid (i.e. certified period of employment)
DOL/OFLC Official Signature	Not applicable. Data is not captured electronically
Determination date	The date on which a final determination regarding the application was made
Case number	Unique alpha-numeric identified assigned by DOL to the application
Case status	Status of the case (e.g. Certified)
Additional (Non ETA Form 9142A or B) Disclosure Element(s)	
Date filed	The date on which the ETA Form 9142A or B was filed with DOL

Important Note: Fields marked with "***" are those DOL identified as containing PII or other private, sensitive, or otherwise proprietary information. DOL routinely redacts these fields from FOIA and/or Labor Certification Registry public disclosures.

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**Appendix E
Persons to Contact**

A. U.S. Department of State

U.S. Department of State		
Name/Title/Agency	Phone	E-Mail
Gary Corse Deputy Director	202-485-7547	CorseGR@state.gov
Daniel R Veenbaas Visa Specialist	202-485-7545	VeenbaasDR@state.gov

B. U.S. Department of Labor

U.S. Department of Labor		
Name/Title/Agency	Phone	E-Mail
Brian Pasternak, Program Manager Office of Foreign Labor Certification DOL-ETA		
Geoffrey Colley, IT Manager Office of Information Systems DOL-ETA		
Christopher Cooper, Special Agent-in- Charge Division of Advanced Technology and Analytics DOL-OIG		
Michael Mikulka, Special Agent-in- Charge New York Regional Office DOL-OIG		

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