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MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF STATE (DOS)
BUREAU OF CONSULAR AFFAIRS (CA)
AND
THE DEPARTMENT OF INTERIOR (DOI)
U.S. FISH AND WILDLIFE SERVICE (USFWS)
OFFICE OF LAW ENFORCEMENT (OLE)
FOR
SHARING DOS/CA VISA AND PASSPORT RECORDS
AND USFWS/OLE DATA

RELEASE IN
PART B7(E)

I. PARTIES

The Department of State (DOS), Bureau of Consular Affairs (CA), and the Department of Interior (DOI), U.S. Fish and Wildlife Service (USFWS), Office of Law Enforcement (OLE), hereinafter referred to individually as "Party" or collectively as "Parties" agree to the provisions in the following Memorandum of Understanding (MOU).

II. PURPOSE

- A. This MOU (to include any Addenda, Appendices, and Attachments) between DOS/CA and USFWS/OLE establishes the overarching arrangement by which DOS/CA and USFWS/OLE will share U.S. visa and U.S. passport records, and USFWS/OLE law enforcement information and documents. This MOU provides the basic mechanisms and responsibilities established to protect this data.
- B. Information sharing between the Parties is intended to support foreign policy objectives and other national security interests of the United States. This includes, but is not limited to, ensuring the proper administration of U.S. immigration in the adjudication and issuance of visas, passports and other travel documentation, and strengthening USFWS/OLE law enforcement function as it relates to investigating violations of federal law and the agency's efforts to combat illegal wildlife trafficking.

III. AUTHORITY

- A. DOS/CA enters into this MOU under the authority provided by:
 - 1. The Freedom of Information Act (FOIA), 8 U.S.C. 552; The Immigration and Nationality Act (INA), 8 U.S.C. 1101, 1104-1105, 1185, 1202(f) (INA 222(f)); 22 U.S.C. 211(a); 22 U.S.C. 4802; 22 C.F.R. Part 51; 22 C.F.R. Part 171 Subpart B and C; E.O. 11295.

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2. The Privacy Act of 1974, 5 U.S.C. 552a, including published Routine Uses under State-39, DOS Visa Records System of Records Notice (SORN); State-26, DOS Passport Records SORN; and DOS Prefatory Statement of Routine Uses. State-39 permits the release of visa information to certain entities when consistent with INA 222(f), including to other government agencies having a statutory or other lawful authority to use such information for U.S. law enforcement purposes, to include investigating or prosecuting such violations (reference DOS Prefatory Statement of Routine Uses, Law Enforcement, Public Notice 6290, Volume 73 Number 136, July 15, 2008). State-26 permits release of certain passport information to federal law enforcement and intelligence agencies to support their efforts in identifying, verifying identity, and investigating individuals potentially involved in or associated with criminal or terrorist activities.

B. USFWS/OLE is entering into this MOU under the authority provided by:

1. The Endangered Species Act of 1973 (ESA), 16 U.S.C. 1531 et seq.
 - a. Section 9 of the ESA (16 U.S.C. 1538) lists the acts prohibited by the statute, including, but not limited to, making it unlawful for any person subject to the jurisdiction of the United States to import or export threatened or endangered species (with exceptions). Further, 16 U.S.C. 1538(c) makes it unlawful for persons subject to U.S. jurisdiction to violate the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
 - b. Section 11 of the ESA (16 U.S.C. 1540) grants USFWS/OLE the authority to investigate and enforce the violations listed in the ESA through administrative, civil, and criminal enforcement, thus allowing USFWS/OLE to combat wildlife trafficking.
2. The Lacey Act, 16 U.S.C. 3371 et. seq.
 - a. Section 3 of the Lacey Act makes it unlawful for "any person to import, export, transport, sell, receive, acquire, or purchase any fish or wildlife or plant taken, possessed, transported, or sold in violation of any law, treaty, or regulation of the United States or in violation of any Indian tribal law." 16 U.S.C. 3372. The Lacey Act also makes many other actions, such as false labeling, unlawful.
 - b. Section 4 of the Lacey Act sets out the penalties and sanctions provided for by the Act and grants the USFWS/OLE (through the Secretary of the Interior) the authority to enforce the Lacey Act by means such as forfeiture, civil and/or criminal penalties.

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- 3. The Privacy Act of 1974, 5 U.S.C. 552a, and the routine uses thereunder, including DOI's published Routine Uses under USFWS 20, Investigative Case File System-Interior, SORN, permits the release of information to other federal agencies: (1) to enable those agencies to respond to an inquiry by the individual to whom the record pertains; or (2) when those agencies are responsible for investigating, prosecuting, enforcing, or implementing a statute, rule, regulation, order, or license, when USFWS/OLE becomes aware of a violation or a potential violation of the statute, rule, regulation, order, or license.

IV. BACKGROUND

A. The fundamental mission of DOS/CA is to protect and assist U.S. citizens abroad, enhance U.S. border security, and facilitate legitimate international travel for persons eligible for U.S. visas and U.S. passports. DOS/CA has the responsibility for U.S. visa and U.S. passport operations worldwide; including the adjudication and issuance of visas, passports, and other travel documents. Consular Officers at consulates and embassies abroad and passport specialists at domestic agencies are responsible for issuing all U.S. passports. DOS/CA is committed to protecting the integrity of the U.S. passport as proof of U.S. citizenship at home and around the world.

B.



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- C. USFWS/OLE's mission, in part, is to combat illegal trade in wildlife. USFWS/OLE works to interdict illegally imported and exported wildlife and plants, and to pursue administrative, civil, and/or criminal enforcement actions.
- D. USFWS/OLE can benefit from access to DOS/CA information for use in investigations involving both U.S. persons and foreign nationals who have applied for U.S. passports and visas, respectively.

V. DATA SHARING AND RECIPROCITY

DOS/CA and USFWS/OLE, consistent with each Party's respective authorities, will share information, including Personally Identifiable Information (PII), relevant to supporting and enhancing each other's missions and operations. PII is defined as information which, alone or in combination with other information, can be used to distinguish or trace an individual's identity, including any personal information which is linked or linkable to a specific individual. Examples of PII are name, social security number, date of birth, place of birth, citizenship, and photograph. DOS/CA and USFWS/OLE will comply with the following:

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A. DOS/CA Passport Data

DOS/CA will:

1. Provide USFWS/OLE electronic access to the U.S. passport records in the Consular Consolidated Database (CCD) through the web portal CCDi (CCD Interagency) via an agreed upon connection, as described in the Interconnection Security Agreement (ISA). The specific passport data elements USFWS/OLE may access, employees who may access passport data, limitations on use and disclosure of the data, and DOS/CA's auditing of USFWS/OLE's access of the data are outlined in Appendix A attached to this MOU.
2. Ensure that appropriate and relevant U.S. passport data is provided in a Sensitive But Unclassified (SBU) form to USFWS/OLE.

B. DOS/CA Visa Data

DOS/CA will:

1. Provide USFWS/OLE electronic access to the Non-Immigrant Visa (NIV) and Immigrant Visa (IV) data in the CCD through the web portal CCDi (CCD Interagency), via an agreed upon connection, as described in the Interconnection Security Agreement (ISA). The specific elements of CCD visa data are outlined in the Reports and Users document in Appendix B attached to this MOU.
2. Provide appropriate and relevant visa data in a Sensitive But Unclassified (SBU) form to USFWS/OLE.

C. USFWS/OLE Data

USFWS/OLE will:

1. Provide DOS/CA with access to USFWS/OLE data containing information relevant to visa processing, when applicable.
2. Provide DOS/CA with access to USFWS/OLE data containing information relevant to U.S. passport fraud, misuse, and other U.S. passport-related information when applicable.

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4. Provide DOS/CA information when USFWS/OLE's review of U.S. passport or visa data suggests that: a U.S. person, non-U.S. national, or non-U.S. resident:

a. [Redacted]

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[Redacted]

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5. Provide DOS/CA with information when USFWS/OLE finds that a U.S. national is the subject of a federal warrant or provide DOS/CA with evidence that an individual may be denied a passport under the provisions of 22 C.F.R. 51.60(b).

6. Handle, access, and disclose U.S. passport records and Personally Identifiable Information (PII) derived thereof only in accordance with the Privacy Act of 1974, DOS/CA policies, and requirements outlined in this MOU and Appendix A. USFWS/OLE will seek to access and use U.S. passport records only when such access and use is for official business purposes and is consistent with a routine use under State-26, DOS Passport Records SORN, the terms of this MOU, and Appendix A.

7. Respond promptly and completely to DOS/CA requests for USFWS/OLE background information, including the data described in subparagraphs 4 and 5 above.

VI. TECHNOLOGY STANDARDS

- A. The Parties are to use efficient network and database technology to allow USFWS/OLE to access the CCDi. USFWS/OLE accepts the responsibility to establish a connection to the designated DOS/CA data center that complies with DOS requirements for agencies accessing the CCDi in accordance with an ISA.
- B. The Parties will work together to ensure that the joint security of the connection to the designated DOS/CA data center complies with DOS requirements for agencies accessing the CCDi in accordance with an ISA. Both Parties agree to 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, and/or modification of the information contained in the CCDi.
- C. The Parties are committed to updating the information technologies employed to implement this MOU and to ensure that the connection technologies remain efficient as more advanced technologies become available.

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- D. All modifications of transport, use, or storage of either Party's data pursuant to this MOU require written request and approval from each Party.
- E. The Parties are committed to securing and safeguarding any and all information shared between agencies in accordance with Federal Information Processing Standards (FIPS) and each Party's computer security policies.

VII. APPENDICES ON DATA SHARING, PROTECTION, AND HANDLING

A. PASSPORT DATA:

This MOU and the Provision of Access to U.S. Passport Records Appendix (Appendix A), and any other Appendices specific to passport data that may be entered into by the Parties, establish standards and guidelines for sharing information related to passports, as well as the privacy protections afforded to that data, and the applicable data security and handling requirements that will be followed. These standards and guidelines will be incorporated into all future U.S. passport record information sharing by way of modifying the current MOU between the Parties.

B. VISA DATA:

This MOU and the Visa Record Confidentiality Appendix (Appendix B), and any other Appendices specific to visa data that may be entered into by the Parties, establish standards and guidelines for sharing information related to visa records, as well as the confidentiality requirements protections afforded to that data, and the applicable data security and handling requirements that will be followed. These standards and guidelines will be incorporated into all future visa record information sharing by way of modifying the current MOU between the Parties.

VIII. LIMITATIONS ON THE DISCLOSURE AND USE OF INFORMATION

A. General Provisions

1. Except as provided in this MOU and the Appendices, USFWS/OLE will restrict access to DOS/CA data to individual USFWS/OLE personnel (to include permanent staff, contractors, and assignees) who require such information to perform their official duties for USFWS/OLE.
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.

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3. Both Parties acknowledge that the data and other information provided by DOS/CA and USFWS/OLE under this MOU may be subject to various statutes and other authorities, to include INA 222(f) (Visa Record Confidentiality); 8 U.S.C. 1367 (VAWA Restricted Disclosure of T and U Visa Data); the Privacy Act, 5 U.S.C. 552a; DOS Passport Records SORN, State -26; Visa Records SORN, State-39; DOS Prefatory Statement of Routine Uses; and 5 U.S.C. 552; 22 C.F.R. 51.6.
4. If USFWS/OLE receives a request for information, including under FOIA, 5 U.S.C. 552; the Privacy Act, 5 U.S.C. 552a; or pursuant to any judicial or administrative process, and USFWS/OLE determines that DOS/CA visa or passport data is responsive to that request, USFWS/OLE must promptly refer the request to DOS/CA for coordination and consent on whether the responsive data is releasable by contacting LELiaison@state.gov for U.S. passport records or 222clearances@state.gov for U.S. visa records, as outlined in the appendices. If DOS/CA receives a request for information under these same circumstances, DOS/CA will coordinate and obtain consent from USFWS/OLE if it is determined that information originating with USFWS/OLE is responsive to that request. 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.

B. Passport Records

1. The Parties acknowledge that State-26, Passport Records SORN (May 4, 2015), allows DOS/CA to share passport records with USFWS/OLE under subsection (h) which includes as routine users "Federal law enforcement and intelligence agencies to support their efforts in identifying, verifying identity, and investigating individuals potentially involved in or associated with criminal or terrorist activities and individuals with other ties or connections to terrorism who may pose a threat to the United States."
2. The Parties acknowledge that USFWS/OLE's access to DOS/CA's U.S. passport data must be consistent with the Passport Records SORN and its "Prefatory Statement of Routine Uses," the terms of this MOU and Appendix A, and other permissible dissemination as provided for in the Privacy Act of 1974. Any use by USFWS/OLE of passport records not determined to be criminal or terrorism information must be consistent with provisions of this MOU and USFWS/OLE's SORN 68 FR 52610.
3. The Parties acknowledge that Appendix A further governs USFWS/OLE's

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passport records database access, requires periodic reporting to DOS/CA and permits auditing, and limits USFWS/OLE's use of U.S. passport information. USFWS/OLE must only access, use, and store U.S. passport information in accordance with Appendix A. USFWS/OLE must not share passport information with any third party without written permission from the Office of Passport Legal Affairs and Law Enforcement Liaison within DOS/CA. Contact information for the Office of Passport Legal Affairs and Law Enforcement Liaison is provided in Appendix A.

C. Visa Records

1. The Parties recognize that the visa data to be provided by DOS/CA under the MOU constitutes visa records of DOS/CA 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.
2. See Visa Record Confidentiality Appendix B for details on the responsibilities of the Parties with regard to visa data confidentiality, handling and disclosure, conditions of access, oversight, system security, and safeguard requirements.
3. The Parties further recognize that a visa bearer's immigration status may change from that of non-immigrant to immigrant, lawful permanent resident, or U.S. citizen. With reference to State-39 and the "Prefatory Statement of Routine Uses," and in recognition that the records of lawful permanent residents and U.S. citizens are subject to the Privacy Act requirements at 5 U.S.C. 552a, both Parties are to follow their agency's internal procedures for meeting those requirements, including verification of status with the Department of Homeland Security (DHS), as appropriate.

IX. POINTS OF CONTACT

For DOS/CA Visa Services:

Deputy Director, Gary Corse
Information Management and Liaison
Office of Visa Services
(202) 485-7547

For DOS/CA Passport Services:

Division Chief, Robin E. McWhorter
Special Projects and Data Sharing Division
Office of Passport Services

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(202) 485-6652

For USFWS/OLE:
Special Agent in Charge, Jeanne Van Lancker
Wildlife Intelligence Unit
USFWS Office of Law Enforcement



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X. REPORTING REQUIREMENTS

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

XI. 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, in a manner consistent with the labeling and information security requirements of this MOU.

XII. FUNDING

This MOU is not an obligation or commitment of funds or a basis for transfer of funds. Unless otherwise agreed to in writing, each Party is to bear its own costs in relation to this MOU. 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.

XIII. DISPUTE RESOLUTION

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

XIV. INFORMATION SECURITY

It is the intent of the Parties that the exchange of data is to be conducted in accordance with the Department of State's SBU standards described in its Foreign Affairs Manual, and in accordance with the ISA.

XV. 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

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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.

XVI. PERIODIC REVIEW

The Parties are to designate responsible officials to meet annually, or at the request of either Party, to discuss and review the implementation of this MOU. The DOS/CA points of contact for these reviews will be the Visa Office Director of Information Management and Liaison and the Managing Director of Visa Services; Passport Services' Director for the Office of Passport Integrity and Internal Controls and the Division Chief for the Special Projects and Data Sharing Division. USFWS/OLE point of contact will be the Special Agent in Charge for the Intelligence Unit. The Parties agree to meet and review this agreement and data sharing arrangement at least once every three (3) years after the final date of this MOU's execution.

XVII. TERMINATION AND EXPIRATION

Either Party may terminate the terms of this MOU by giving written notice to the other Party at least thirty (30) days prior to termination. However, 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.

This agreement will expire five (5) years from the date of entry into force. The Participants may agree to review and renew the agreement before or after that time provided that written notification is made to DOS/CA before expiration.

In the event of a real or perceived system security event, suspension of this agreement may happen with little or no notice. Notification will be made as soon as possible.

XVIII. EFFECTIVE DATE

The terms of this MOU will become effective upon the date of the last signature of the Parties.

XIX. 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.

XX. NO PRIVATE RIGHT OR CAUSE OF ACTION

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This MOU is an arrangement between the Department of Interior, U.S. Fish and Wildlife Service, and the Department of State, Bureau of Consular Affairs. It 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.

XXI. APPROVAL

The foregoing represents the understanding reached by the Department of State, Bureau of Consular Affairs and the Department of Interior, U.S. Fish and Wildlife Service, Office of Law Enforcement.

Attachments:

Appendix A: Provision of Access to the U.S. Passport Records Database and Passport Data Privacy Requirements

Appendix B: Visa Records Confidentiality

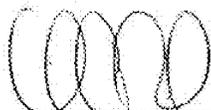
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SIGNED IN TWO ORIGINAL COPIES

U.S. Department of State



Carl C. Risch
Assistant Secretary
Bureau of Consular Affairs

Date 5/17/2019

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SIGNED IN TWO ORIGINAL COPIES

U.S. Department of Interior



Edward Grace
Assistant Director
U.S. Fish and Wildlife Service
Office of Law Enforcement

Date 6/4/17

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RELEASE IN PART
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APPENDIX B
MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF STATE (DOS)
BUREAU OF CONSULAR AFFAIRS (CA)
AND
THE DEPARTMENT OF INTERIOR
U.S. FISH AND WILDLIFE SERVICE (USFWS)
OFFICE OF LAW ENFORCEMENT (OLE)
FOR
SHARING VISA AND PASSPORT RECORDS USFWS/OLE DATA
VISA RECORD CONFIDENTIALITY

I. PURPOSE

- A. With reference to Section VII of the MOU between the Parties, this Appendix B pertains to visa records accessed on Department of State (DOS) systems by U.S. Fish and Wildlife Service (USFWS) Office of Law Enforcement (OLE) personnel.
- B. The purpose of this Appendix B is to further detail the responsibilities of the Parties with regard to CA visa record confidentiality, as required under the Immigration and Nationality Act (INA) 222(f) [8 U.S.C. 1202(f)], Confidentiality of Visa Records, as well as the conditions of access, oversight, and system security and safeguards, as referenced in the MOU.

II. LIMITATIONS ON THE ACCESS, DISCLOSURE AND USE OF INFORMATION

- A. To ensure the proper handling, disclosure, and protection of visa records:
 - 1. DOS/CA will:
 - a. Train designated USFWS/OLE users on effective and appropriate use of the Consular Consolidated Database interagency (CCDi). Training will include an explanation of the interface, data fields, and queries, as well as applicable laws, regulations and procedures pertaining to proper treatment and safeguarding of the visa information contained in the CCDi. Training will be conducted in close coordination with designated USFWS/OLE 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 USFWS/OLE to share visa records, if necessary and appropriate.
 - 2. USFWS/OLE will:

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- a. Restrict enabling of CCDi account access to individual USFWS/OLE personnel (to include permanent staff, contractors, assignees and detailees from third agencies) who require such access to perform their official duties for USFWS/OLE under applicable law.
- b. Provide points of contact to act as information systems security officers to carry out the requirements of this MOU with regard to the disclosures and use of information and training for USFWS/OLE employees with access to relevant visa data.
- c. Provide a technical point of contact to resolve any problems relating to the transfer of data.
- d. Require all USFWS/OLE 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 USFWS/OLE will document the completion of the training. Completed training documentation will include the signing of a briefing acknowledgment statement by the individual employees who participated in the training.
- e. Ensure that all USFWS/OLE personnel with access to visa records handle such records in accordance with the guidance of DOS/CA, USFWS/OLE policies, and this MOU.
- f. Notify and coordinate with DOS/CA on all inquiries or requests for information on the visa decision process or specific visa adjudications received from any third parties (including but not limited to the visa applicant; attorneys or third party representatives; U.S. government departments, agencies, and offices; the Government Accountability Office (GAO); Congress; foreign governments; courts; media; a party subject to a USFWS/OLE investigation or litigation; private entities and the public), for a determination of whether such information may be released.
- g. Contact the Visa Office collective email box at – 222fclearances@state.gov - to obtain DOS/CA consent before USFWS/OLE shares 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.
- h. Not disclose, reproduce, transmit or copy a visa record or information contained therein, including extracts from and portions of such records, to

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or for any party outside of USFWS/OLE – including but not limited to the visa applicant; attorneys or third party representatives; U.S. government departments, agencies, and offices; the Government Accountability Office (GAO); Congress; foreign governments; courts; media; a party subject to a USFWS/OLE investigation or litigation; private entities and the public – except as permitted under INA 222(f) and only after obtaining express DOS/CA consent via the Visa Office collective email box at 222fclearances@state.gov – unless USFWS/OLE 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 USFWS/OLE to share visa records, or any portion of information in a visa record, with the following U.S. Government agencies: Department of Homeland Security (DHS), Federal Bureau of Investigation (FBI), and Drug Enforcement Administration (DEA), 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 agencies named in this paragraph is consistent with INA 222(f) as these agencies require the data for administering or enforcing U.S. immigration law or other U.S. laws related to criminal investigations, U.S. border security, counter-proliferation, counter-trafficking, counterintelligence, counterterrorism, and other U.S. law enforcement and national security-related operations and activities.
 - i. Not access, 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 access and sharing is consistent with INA 222(f) and 8 U.S.C. 1367, and has been approved by DOS/CA.
 - j. Not disclose, disseminate, 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.
 - k. USFWS/OLE will mark any dissemination 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 visa record that is considered “confidential” under INA 222(f) of the Immigration and Nationality Act. This information is being disclosed only for the specific*

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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 Department of State's express written consent."

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

A. General

USFWS/OLE:

1. Will ensure that USFWS/OLE users of DOS/CA's visa records and their supervisors are familiar with the requirements of the MOU and this Appendix.
2. Will certify and provide documentation to DOS/CA upon request, to the contacts listed in Section IX of the MOU that USFWS/OLE has fully complied with all access controls and safeguards in the MOU and this Appendix.
3. Understands that DOS/CA may suspend or terminate an individual's access to visa data if DOS/CA determines that USFWS/OLE or an USFWS/OLE user has failed to comply with any of the provisions of the MOU and this Appendix.

B. Access Authorization, Control and Oversight

1. USFWS/OLE will:
 - a. Be responsible for preventing, detecting, and reporting all unauthorized activity related to DOS/CA data on behalf of USFWS/OLE personnel;
 - b. Be responsible for the setup and maintenance of CCDi user accounts subject to consultation with DOS/CA on requirements;
 - c. Appoint and identify USFWS/OLE staff who will act as Certifying Authorities responsible for enabling and disabling individual CCDi user accounts
 - d. Validate all Certifying Authorities biannually. If Certifying Authorities change, USFWS/OLE will notify the DOS/CA Visa Office, Office of Information Management and Liaison using the collective mailbox VO-Interagency-Coordination@state.gov within five business days of the USFWS/OLE personnel change.
 - e. Use its established system of oversight to ensure that access to DOS/CA visa records/systems and USFWS/OLE use, dissemination, storage, and disposal of DOS/CA information is in accordance with the MOU, relevant laws, regulations, and policies and have measures in place to detect and counter unauthorized activity.

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- f. Ensure that information will be accessed only by authorized users pursuant to the MOU including any personnel detailed to USFWS/OLE from a third agency or contractors whose duties while detailed to USFWS/OLE require access to DOS/CA visa data:
 - (1) Users must be properly advised of the rules governing the handling of 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.
 - (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 DOS/CA visa records, access will be promptly terminated by USFWS/OLE
- g. Respond to DOS/CA audits to ensure appropriate access, handling, and disclosure of visa records based on confidentiality requirements under Section 222(f) of the Immigration and Nationality Act (INA). The results of such audits will be reviewed within DOS/CA. By conducting such audits, DOS/CA will be able to respond to inquiries regarding how DOS/CA data is being used.

C. Unauthorized Activity

- 1. The Parties acknowledge that the term “unauthorized activity” includes unauthorized access, use, dissemination, disclosure, storage, or disposal of DOS/CA visa data.
- 2. USFWS/OLE will immediately, or as soon as practicable after becoming aware of the event, report all unauthorized activity including breaches of visa data to DOS/CA.
- 3. If either Party determines that there has been or may have been unauthorized access, use, dissemination, storage, or disposal of DOS/CA visa records - or any other breach of the confidentiality relating to DOS/CA visa records - and as otherwise required in compliance with applicable laws, regulations, and policies, each Party will promptly take appropriate disciplinary or remedial actions and notify the other of its actions pursuant to applicable law.
- 4. In addition to any disciplinary or other action taken by USFWS/OLE, DOS/CA may give a written warning against further unauthorized access; or suspend or

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terminate access to CA/VO visa data for individual USFWS/OLE employees, including contractors and detailees 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.

5. USFWS/OLE 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 DOS/CA visa data. USFWS/OLE must provide written documentation to DOS/CA evidencing that this re-training has occurred to include the employee's signature.
6. USFWS/OLE acknowledges that it will only transmit or store visa data derived from the CCDi on USFWS/OLE's internal storage systems and internal email systems consistent with the terms of this MOU. Any data derived from the CCDi that is transmitted or stored on USFWS/OLE 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.*"

C. Data Accuracy

1. Should a USFWS/OLE user discover an error in any DOS/CA visa records and data USFWS/OLE will report such error to DOS/CA.
2. DOS/CA will undertake to correct errors in visa databases consistent with its regular policies and practices.

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