

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE DEPARTMENT OF STATE**  
**BUREAU OF DIPLOMATIC SECURITY**  
**AND**  
**THE DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**  
**AND**  
**THE DEPARTMENT OF DEFENSE**  
**DEFENSE FORENSICS AND BIOMETRICS AGENCY**  
**FOR**  
**SHARING OF BIOMETRIC AND OTHER IDENTITY MANAGEMENT DATA**

**I. PARTIES**

The parties to this Memorandum of Understanding (MOU) are the Department of State (DOS) Bureau of Diplomatic Security (DS), the Department of Justice (DOJ) Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Division, and the Department of Defense (DOD) Defense Forensics and Biometrics Agency (DFBA), hereinafter referred to as "party" or "the parties."

**II. PURPOSE**

The purpose of this MOU is to share biometric and contextual data among the parties by leveraging existing data sharing practices through developing a direct conduit for the parties to access databases storing biometric information. It is in the Nation's interest for DS, CJIS and DFBA to share this information to ensure the prompt and accurate updating of biometric records worldwide, guaranteeing the overall accuracy and thoroughness of regular name checks and background investigations for suitability and security determinations. Facilitating and improving the capabilities of each party to share biometric information with each other will directly affect the safety and security of U.S. Government officials and facilities domestically and internationally. Under an existing information sharing MOU between DOD and FBI, the DOD Automated Biometric Identification System (ABIS) shares biometric information with CJIS through the Integrated Automated Fingerprint Identification System (IAFIS). Likewise, DS and CJIS share biometric data directly under an interagency agreement for non-criminal justice applicant fingerprint checks.

**III. AUTHORITY**

DFBA enters into this MOU under the authority of National Security Presidential Directive-59 (NSPD-59)/Homeland Security Presidential Directive-24 (HSPD-24) for the use, analysis, and sharing of biometric and associated biographic and contextual information of individuals necessary to protect national security; Public Law 106-246, section 112; and DOD Directive 8521.01E, Department of Defense Biometrics.

CJIS enters into this MOU under the authority of 5 U.S.C. § 9101, 28; U.S.C. § 533, 534; 28 C.F.R. § 0.85; and the Attorney General's April 11, 2002, order to coordinate and share information related to terrorism.

DS enters into this MOU under the authority of Executive Order 12968, Access to Classified Information; 5 C.F.R. § 731, Suitability and Actions; NSPD-59/HSPD-24 for the use, analysis, and sharing of biometric and associated biographic and contextual information of individuals necessary to protect national security; HSPD-12 for use of the government-wide standard identification system; HSPD-11 regarding immigration; HSPD-6 for diplomatic, law enforcement, immigration, visa and protective processes; 22 U.S.C. § 4806, Protection of Foreign Consulates; 22 U.S.C. § 4807, Establishment of Visa and Passport Security Program in the Department of State; 18 U.S.C. § 911, False representation of citizens of the United States; 18 U.S.C. § 1028, Fraud and related activity in connection with identification documents, authentication features, and information; 18 U.S.C. § 1546, Fraud and misuse of visas, permits, and other documents; and 18 U.S.C. § 7, Special maritime and territorial jurisdiction of the United States.

#### **IV. DEFINITIONS**

- A. **BIOMETRIC:** A measure of an identifying physical aspect of an individual—e.g., a fingerprint, iris scan, or DNA—that can be turned into a digital template capable of being electronically stored and compared for verification or matching purposes.
- B. **BIOMETRIC DATA:** Computer data created during a biometric process. It encompasses raw sensor observations, biometric samples, models, templates and/or similarity scores. Biometric data is used to describe the information collected during an enrollment, verification, or identification process, but does not apply to end user information such as user name, demographic information and authorizations.
- C. **BIOMETRICS:** A general term used alternatively to describe a characteristic or a process. As a characteristic, it is the measure of a biological (anatomical and physiological) and/or behavioral biometric characteristic that can be used for automated recognition. As a process, it is automated methods of recognizing an individual based on the measure of biological (anatomical and physiological) and/or behavioral biometric characteristics.
- D. **CONTEXTUAL DATA:** Elements of biographical and situational information associated with an enrollment and permanently recorded as an integral component of the biometric file.
- E. **DEROGATORY INFORMATION:** For the purposes of this MOU and associated annexes, derogatory information is defined as any information related to known or suspected involvement in terrorism or terrorist activities; known criminal history; known or suspected participation in espionage or counter-intelligence activities; known or suspected falsification of records in seeking employment with any U.S.

- government entity or access to any U.S. Government facility; known or suspected falsification of travel documents.
- F. **ENROLLMENT:** The process of collecting a biometric sample from a biometric subject, converting it into a biometric reference, and storing it in the biometric system's database for later comparison.
  - G. **INFORMATION INCIDENT:** The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users, or for any other than authorized purpose, have access or potential access to shared unclassified information in usable form, whether physical or electronic.
  - H. **PERSONALLY IDENTIFIABLE INFORMATION (PII):** Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., alone, or when combined with other personal or identifying information linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
  - I. **PERSONS OF INTEREST:** Any non-U.S. person on whom DS holds derogatory information as defined above.
  - J. **U.S. PERSON:** A living person who is a citizen of the United States, an alien lawfully admitted for permanent residence in the United States, or a member of the U.S. Armed Forces.

## **V. BACKGROUND**

DS is responsible for providing a safe and secure environment for the conduct of U.S. foreign policy worldwide, establishing a security infrastructure to protect personnel, information and computer security. The Assistant Director for Domestic Operations (DS/DO) leads a global investigative office that conducts both criminal investigations involving the issuance of U.S. passports and visas and complex visa fraud investigations involving human smuggling, organized crime, or terrorism. The Office of Personnel Security and Suitability (DS/SI/PSS) reviews and analyzes background investigations of candidates for employment, and for employees and contractors seeking physical and logical access to DS to assure that granting an individual access to classified information is consistent with the interests of national security. DS/SI/PSS conducts approximately 35,000 personnel security background investigations for suitability determinations and clearances each year. These background investigations include an increasing number of requests and applications from foreign nationals for access to U.S. facilities abroad. The Deputy Assistant Secretary and Assistant Director for International Programs (DS/IP) and the Deputy Assistant Secretary for High Threat Programs (DS/HTP) provide leadership, support, and oversight of overseas security and law enforcement programs and related policy for the benefit of U.S. Government interests and the international community.

The CJIS Division serves as the Nation's central repository for identification and criminal history record information. The CJIS Division maintains millions of digital representations of fingerprint images, features from digital fingerprint images, and associated criminal history record information in the Fingerprint Identification

Record System (FIRS). The FIRS incorporates an automatic fingerprint search capability via its IAFIS.

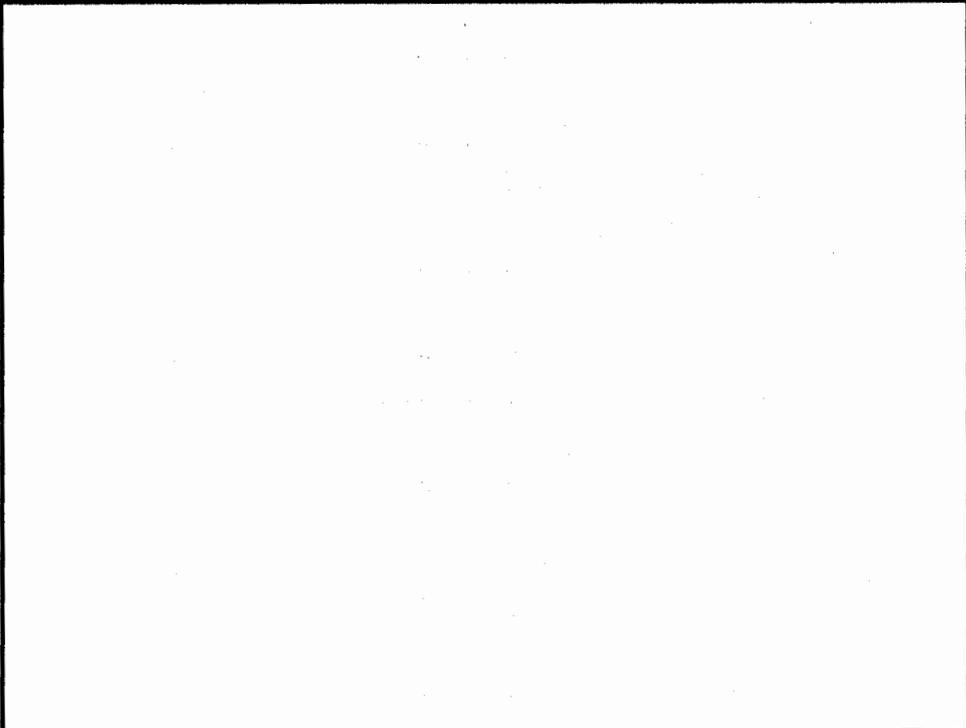
DFBA leads and coordinates the development, adoption and institutionalization of biometric techniques for acquiring and retaining biometric and other descriptive data recorded by military units. DFBA's Biometrics Identity Management Activity (BIMA) operates and maintains the DOD's ABIS, which stores, matches, and shares biometrics and other identity management data (including biographical and contextual data).

The parties acknowledge that the information involved in this MOU may identify U.S. persons whose information is protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). All such information will be handled lawfully pursuant to the provisions thereof.

## **VI. RESPONSIBILITIES**

All parties will:

1. Adhere to applicable technical standards, appropriate business processes, and privacy protection mechanisms required under the Privacy Act of 1974 related to the sharing of U.S. Government data and conform to OMB Memorandum M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information (PII). Subsequent to the signing of this MOU, the parties will develop and agree to technical procedures identifying the specific processes by which privacy protections will be observed. No data will be shared pursuant to this MOU until such procedures are implemented.

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6. Report to the other parties immediately upon discovering that an information incident has occurred.

7. [Redacted]  
8. [Redacted]

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**VII. FUNDING**

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will 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.

**VIII. EFFECT OF THIS AGREEMENT**

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise against any of the parties, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The parties will seek to resolve any disputes regarding this MOU by mutual consultation.

This MOU does not rescind or modify, in whole or in part, any existing agreements between or among the parties. In the event of an inconsistency or conflict between this and other agreements, the party identifying the issue will discuss and resolve the conflict with all other parties before any action is taken. Additionally, should any conflict arise concerning the substance or interpretation of the terms of this agreement, the issues in question will be discussed and resolved by all parties before any action is taken.

**IX. DISPUTE RESOLUTION**

In the event that disputes among DS, CJIS, and DFBA cannot be resolved at the program level despite good faith efforts, the matter should be elevated to the approving officials listed in section XI for resolution.

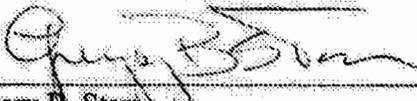
**X. EFFECTIVE DATE, DURATION, AMENDMENT, TERMINATION**

The terms of this agreement and any subsequent addenda shall be effective upon the signature of all parties and shall continue in effect unless notice is given by one party to the others that the notifying party wishes to renegotiate, terminate, or withdraw from the agreement. Such written notice shall be provided at least 60 days prior to the proposed amendment, termination, or withdrawal. Modifications shall have a written agreement of consent by all parties.

The authorized agency officials whose signatures appear below have committed their respective agencies to the terms of this agreement, subject to annual review to determine whether amendments are needed.

**XI. APPROVAL**

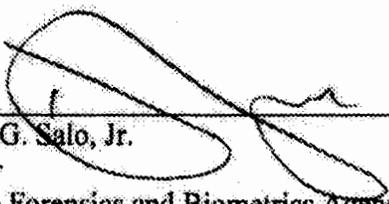
The foregoing represents the understanding reached between DS, CJIS, and DFBA.

  
\_\_\_\_\_  
Gregory B. Starr  
Principal Deputy Assistant Secretary  
Bureau of Diplomatic Security  
Department of State

Oct 9, '13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Cuthbertson  
Assistant Director  
Criminal Justice Information Services Division  
Federal Bureau of Investigation

12/18/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Donald G. Salo, Jr.  
Director  
Defense Forensics and Biometrics Agency  
Department of Defense

12/11/13  
\_\_\_\_\_  
Date

Attached:

- A. Annex 1 -- Subsequent Exchange of Data between the Department of State, Bureau of Diplomatic Security, Office of Personnel Security and Suitability; and the Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division; and the Department of Defense, Defense Forensics and Biometrics Agency
- B. Annex 2 - Subsequent Exchange of Data between the Department of State, Bureau of Diplomatic Security, Directorate of Domestic Operations; and the

Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division; and the Department of Defense, Defense Forensics and Biometrics Agency

- C. Annex 3 - Subsequent Exchange of Data between the Department of State, Bureau of Diplomatic Security, Directorates of International Programs and High Threat Programs; and the Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division; and the Department of Defense, Defense Forensics and Biometrics Agency

**ANNEX 1**  
**SUBSEQUENT EXCHANGE OF DATA**  
**BETWEEN**  
**THE DEPARTMENT OF STATE**  
**BUREAU OF DIPLOMATIC SECURITY**  
**OFFICE OF PERSONNEL SECURITY AND SUITABILITY**  
**AND**  
**THE DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**  
**AND**  
**THE DEPARTMENT OF DEFENSE**  
**DEFENSE FORENSICS AND BIOMETRICS AGENCY**

This Annex is governed by the general provisions of the Memorandum of Understanding (MOU) between the Department of State (DOS) Bureau of Diplomatic Security (DS), the Federal Bureau of Investigations (FBI) Criminal Justice Information Services Division (CJIS) and the Department of Defense (DOD) Defense Forensics and Biometrics Agency (DFBA) for sharing of biometric and other identity management data.

**I. PURPOSE**

The purpose of this Annex is to allow the DS Security Infrastructure (SI) Office of Personnel Security and Suitability (PSS) to conduct relevant data inquiries for DS personnel investigative purposes and to share relevant information on persons of interest with the DFBA.

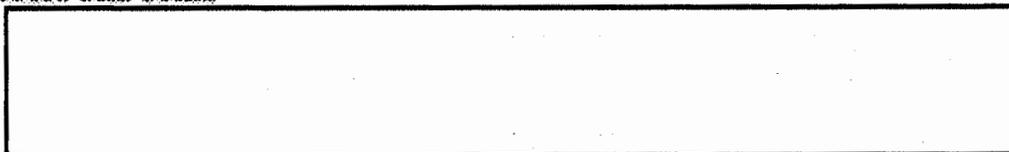
**II. OBJECTIVE**

The objective of this Annex is to establish procedures by which DS/SI/PSS will submit information for retention within the DOD Automated Biometric Identification System (ABIS) after the initial searches have been completed pursuant to the DS-CJIS-DFBA MOU. These procedures will ensure the prompt and accurate updating of records and contribute to the overall comprehensiveness of background investigations for suitability and security determinations.

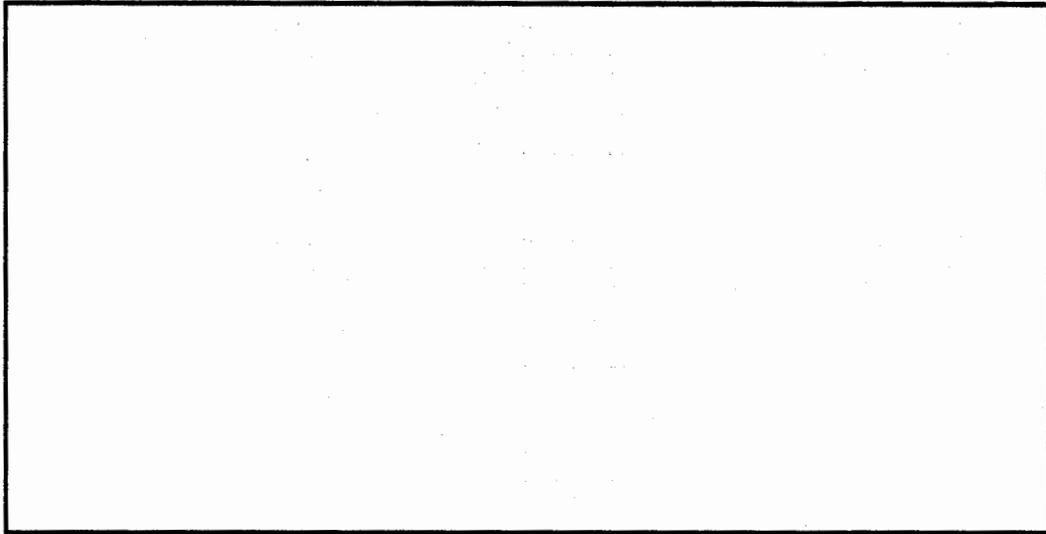
**III. SCOPE**

This Annex does not cancel or supersede existing agreements between DS/SI/PSS and DFBA or any other party. This Annex is confined to data exchanged under the authorities listed at Section III of the source MOU among DS, CJIS and DFBA.

**IV. PROCEDURES**



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#### **V. FUNDING**

This Annex is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this Annex and its source MOU. Expenditures by each party will 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.

#### **VI. EFFECTIVE DATE, DURATION, AMENDMENT, TERMINATION**

This Annex shall be effective upon the signature of all parties and shall continue in effect unless notice is given by one party to the other that the notifying party wishes to renegotiate, terminate, or withdraw from the agreement. Such written notice shall be provided at least 60 days prior to the proposed amendment, termination, or withdrawal. Modifications shall have a written agreement of consent by both parties.

The authorized agency officials whose signatures appear in the MOU have committed their respective agencies to the terms of this agreement, subject to annual review to determine whether amendments are needed.

#### **VII. APPROVAL**

The foregoing represents the understanding reached between DS/SI/PSS, CJIS, and DFBA. Signatures of agreement on the MOU indicate approval of this annex.

**ANNEX 2**  
**SUBSEQUENT EXCHANGE OF DATA**  
**BETWEEN**  
**THE DEPARTMENT OF STATE**  
**BUREAU OF DIPLOMATIC SECURITY**  
**DIRECTORATE OF DOMESTIC OPERATIONS**

**AND**

**THE DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**

**AND**

**THE DEPARTMENT OF DEFENSE**  
**DEFENSE FORENSICS AND BIOMETRICS AGENCY**

This Annex is governed by the general provisions of the Memorandum of Understanding (MOU) between the Department of State (DOS) Bureau of Diplomatic Security (DS), the Federal Bureau of Investigations (FBI) Criminal Justice Information Services Division (CJIS) and the Department of Defense (DOD) Defense Forensics and Biometrics Agency (DFBA) for sharing of biometric and other identity management data.

**I. PURPOSE**

The purpose of this Annex is to allow DS Domestic Operations (DO) to conduct relevant data inquiries for DS investigative purposes and to share relevant information on persons of interest with the DFBA.

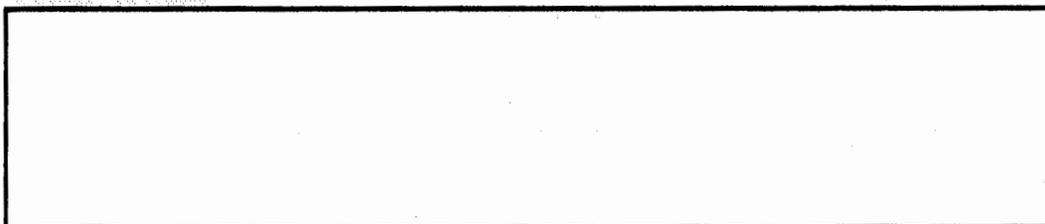
**II. OBJECTIVE**

The objective of this Annex is to establish procedures by which DS/DO will submit information for retention within ABIS after the initial searches have been completed pursuant to the DS-CJIS-DFBA MOU. These procedures will ensure the safeguard and bona fides of U.S. visas and travel documents during the investigative process and contribute to the protection of U.S. Government facilities overseas.

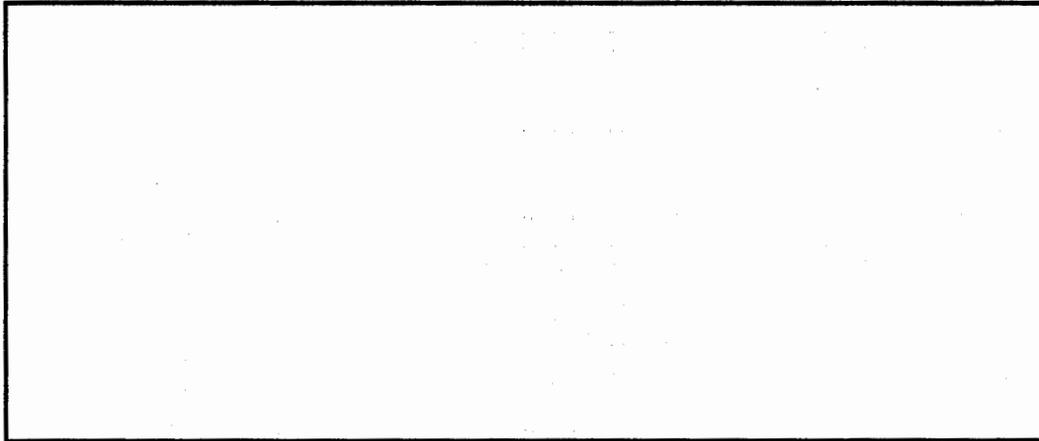
**III. SCOPE**

This Annex does not cancel or supersede existing agreements between DS/DO and DFBA or any other party. This Annex is confined to data exchanged under the authorities listed at Section III of the source MOU among DS, CJIS and DFBA.

**IV. PROCEDURES**



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#### **VII. APPROVAL**

The foregoing represents the understanding reached between DS/DO and DFBA. Signatures of agreement on the MOU indicate approval of this annex.

**ANNEX 3**  
**SUBSEQUENT EXCHANGE OF DATA**  
**BETWEEN**  
**THE DEPARTMENT OF STATE**  
**BUREAU OF DIPLOMATIC SECURITY**  
**DIRECTORATES OF INTERNATIONAL PROGRAMS AND HIGH THREAT**  
**PROGRAMS**  
**AND**  
**THE DEPARTMENT OF JUSTICE FEDERAL BUREAU OF INVESTIGATION**  
**CRIMINAL JUSTICE INFORMATION SERVICES DIVISION**  
**AND**  
**THE DEPARTMENT OF DEFENSE**  
**DEFENSE FORENSICS AND BIOMETRICS AGENCY**

This Annex is governed by the general provisions of the Memorandum of Understanding (MOU) between the Department of State (DOS) Bureau of Diplomatic Security (DS), the Federal Bureau of Investigations (FBI) Criminal Justice Information Services Division (CJIS) and the Department of Defense (DOD) Defense Forensics and Biometrics Agency (DFBA) for sharing of biometric and other identity management data.

**I. PURPOSE**

The purpose of this Annex is to allow the Deputy Assistant Secretary and Assistant Director for International Programs (DS/IP) and the Deputy Assistant Secretary for High Threat Programs (DS/HTP) through Regional Security Offices (RSO) in U.S. Embassies and Consulates to conduct relevant data inquiries for DS investigative and vetting purposes, and to share relevant information on persons of interest to the DFBA.

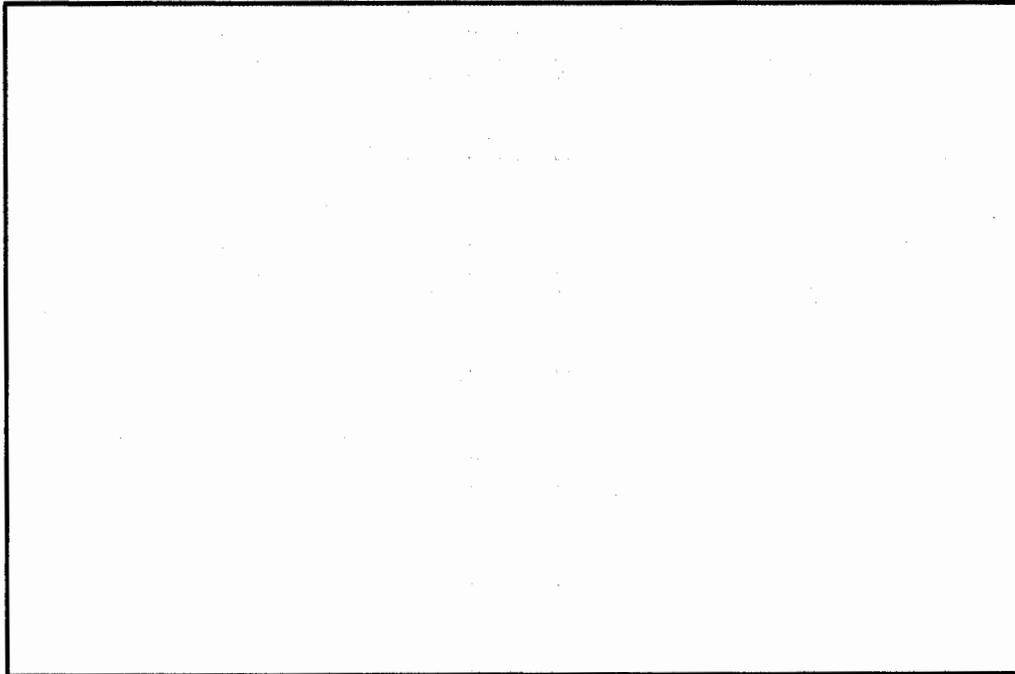
**II. OBJECTIVE**

The objective of this Annex is to establish procedures by which DS/IP and DS/HTP through the RSOs will submit information for retention within ABIS after the initial searches have been completed pursuant to the DS-CJIS-DFBA MOU. These procedures will safeguard U. S. diplomatic facilities and information overseas.

**III. SCOPE**

This Annex does not cancel or supersede existing agreements between DS/IP and/or DS/HTP and DFBA or any other party. This Annex is confined to data exchanged under the authorities listed at Section III of the source MOU among DS, CJIS and DFBA.

**IV. PROCEDURES**



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**V. FUNDING**

This Annex is not an obligation or commitment of funds, nor a basis for transfer of funds. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this Annex and its source MOU. Expenditures by each party will 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.

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The authorized agency officials whose signatures appear in the MOU have committed their respective agencies to the terms of this agreement, subject to annual review to determine whether amendments are needed.

**VII. APPROVAL**

The foregoing represents the understanding reached between DS/IP, DS/HTP and DFBA. Signatures of agreement on the MOU indicate approval of this annex.