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Memoranda of Understanding (MOU) or Memoranda of
Agreement (MOA) 2019-2021

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Source of document: FOIA Officer
Office of General Counsel
Office of Inspector General
U.S. Department of State
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Office of Inspector General
United States Department of State

May 29, 2025

SENT VIA EMAIL

Subject: Final Response - Department of State Office of Inspector General Freedom of Information Act Request No. 2021-F-040

This responds to your Freedom of Information Act (FOIA) request to the Department of State (DOS) Office of Inspector General (OIG), dated July 22, 2021, seeking, "A copy of each currently in place Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA) at the Department of State Office of Inspector General."

Your request was acknowledged by this office on July 23, 2021. Your request was given the FOIA Case number: 2021-F-040.

In response to your request, we conducted a search within all of DOS-OIG's offices. Based on that review, DOS-OIG is providing the following:

15 pages are released in full;
5 pages are released in part.

We redacted these records pursuant to Exemption 6 of the FOIA, as further discussed below.

Exemption 6, 5 U.S.C. § 552(b)(6)

Exemption 6 allows withholding of "personnel and medical files and *similar files* the disclosure of which would constitute a clearly unwarranted invasion of personal privacy." 5 U.S.C. § 552(b)(6) (emphasis added). DOS-OIG is invoking Exemption 6 to protect information protected by the Privacy Act.

Appeal

You have the right to appeal this response.¹ Your appeal must be received within 90 calendar days of the date of this letter. Please address any appeal to:

Office of the General Counsel
Office of Inspector General, U.S. Department of State
1700 N. Moore Street, Suite 1400
Arlington, VA 22209
Email: FOIAAppeals@stateoig.gov

Both the envelope and letter of appeal should be clearly marked, "Freedom of Information Act/Privacy Act Appeal." Your appeal letter should also clearly identify DOS-OIG's response. Additional information on submitting an appeal is set forth in the DOS regulations at 22 C.F.R. § 171.15.

Assistance and Dispute Resolution Services

For further assistance and to discuss any aspect of your request you may contact DOS-OIG's FOIA Public Liaison at:

FOIA Officer
Office of General Counsel
Office of Inspector General, U.S. Department of State
1700 North Moore Street, Suite 1400
Arlington, VA 22209
foia@stateoig.gov

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

¹ For your information, Congress excluded three discrete categories of law enforcement and national security records from the requirements of the FOIA, 5 U.S.C. 552(c) (2006 & Supp. IV 2010). This response is limited to those records that are subject to the requirements of the FOIA. This is a standard notification that is given to all our requesters and should not be taken as an indication that excluded records do, or do not, exist.

Sincerely,

Gina Goldblatt

Gina Goldblatt
Government Information Specialist

Memorandum of Understanding

between the

U.S. Agency for Global Media

and the

U.S. Department of State Office of Inspector General

I. Parties

The parties to this memorandum of understanding (MOU) are the U.S. Agency for Global Media (USAGM) and the U.S. Department of State Office of Inspector General (OIG). USAGM and OIG hereby enter into this MOU to govern responsibilities for the FY 2021 audit of USAGM's consolidated financial statements.

II. Purpose

To clearly define the responsibilities of USAGM and OIG related to the audit of USAGM's consolidated Annual Financial Statements for the fiscal year ending September 30, 2021.

III. Authority

The Chief Financial Officers Act of 1990, as expanded by the Government Management Reform Act, and the Accountability for Tax Dollars Act (CFO Act), 31 U.S.C. § 3521, 9105, requires financial statement audits for executive agencies and Government corporations. The Act requires the entity's Inspector General to conduct the financial statement audit or determine the independent external auditor that will perform the work.

The Inspector General Act of 1978, as amended (IG Act), 5a U.S.C. § 4, requires OIG to take steps to assure that any work performed for audits of Federal establishments, organizations, programs, activities, and functions by non-Federal auditors complies with generally accepted government auditing standards (GAGAS).

IV. Responsibilities

- a. Contracting Determination
 - a. As required by the CFO Act, OIG is responsible for conducting the audit of USAGM's financial statement or deciding to contract with an independent public accounting (IPA) firm to conduct the audit on its behalf.
 - i. OIG has decided to contract with an IPA firm to conduct the audit of USAGM's FY 2021 financial statements.

b. Contract Award

- a. USAGM, with the legal authority to award the contract for the audit, will ensure that OIG is able to fulfill its statutory requirement under the CFO Act to “determine” the IPA and will ensure that OIG has adequate contractual authority to oversee the contractor as required by the IG Act. Specifically,:
 - i. OIG will serve as the subject matter expert that assists the Contracting Officer’s Representative to oversee the financial statement auditors. OIG will provide the statement of work for the IPA contract that will:
 - 1. Include provisions to ensure full and timely access to IPA firm individuals and audit documentation for OIG review. OIG will require that the IPA firm use its network and audit documentation software for the audit.
 - 2. Clearly establish the scope for the financial statement audit in accordance with GAGAS, other relevant Federal requirements, and issues specific to USAGM, as appropriate.
 - 3. Require compliance with GAGAS, including independence requirements.
 - ii. USAGM and OIG will coordinate to ensure timely solicitation and award of the IPA contract.
 - iii. OIG will chair the technical evaluation panel for the acquisition, assist in selecting the members of the panel, and make a recommendation for award to the USAGM Contracting Officer.

c. Contract Performance

- a. OIG will be appointed by the USAGM Contracting Officer to be the Contracting Officer’s Representative to assist in the administration of the contract, monitor technical compliance, and assist the Contracting Officer to ensure contractor compliance with terms and conditions of the contract.
- b. OIG will provide oversight of the audit being performed by the contracted IPA, review the IPA’s work for compliance with professional auditing standards, and review and accept the IPA’s deliverables.
- c. OIG will review and issue the draft and final audit reports prepared by the external auditor.
- d. USAGM will provide timely support for the audit and provide requested documentation to the external auditor and access to other requested resources.

V. Designated Contacts

To facilitate communications between USAGM and OIG, USAGM and OIG have designated specific individuals as contacts for resolving problems, communicating concerns, and requesting changes:

Department of State OIG

(b)(6)

Audit Manager

Financial Management Division

Tel# (b)(6)

Email address: (b)(6)@stateoig.gov

United States Agency for Global Media

Grant Turner

Chief Financial Officer

Tel# (b)(6)

Email address: (b)(6)@USAGM.gov

VI. Period of Agreement

This MOU shall be effective upon the date of the last signature hereto through May 31, 2022.

(b)(6)

Kelu Chao
Chief Executive Officer (Acting)
U.S. Agency for Global Media

4/12/2021

Date

(b)(6)

Norman Brown
Assistant Inspector General for Audits
U.S. Department of State

Date

Signature:

(b)(6)

Email:



MEMORANDUM OF UNDERSTANDING

BETWEEN

**OFFICE OF INSPECTOR GENERAL
US DEPARTMENT OF STATE**

AND

THE INTERNATIONAL ORGANIZATION FOR MIGRATION

A. Purpose of the arrangement

1. The Office of Inspector General of the United States Department of State (DOS OIG) and the Office of the Inspector General of the International Organization for Migration (OIG IOM) on behalf of the International Organization for Migration (IOM) (collectively "the Parties") intend to cooperate within the scope of their mandates.
2. This Memorandum of Understanding (MOU) sets out in writing the Parties' understanding as to the practical modalities of their working relations. It is not intended to modify or create any obligations contrary to the legal and policy framework of either organization or its respective mandate. In the event there is any inconsistency between this MOU and the legal and policy framework of either Organization, the latter shall govern.
3. In this MOU references to "Organizations" and to "Organization" shall refer to DOS OIG and IOM collectively and respectively; and references to "the Parties" or "a Party" shall refer to the DOS OIG and to the OIG IOM collectively and respectively.

B. Terms of cooperation

1. With the view of facilitating the effective discharge of their respective mandates, the Parties will cooperate closely, as appropriate, with each other and consult each other on a regular basis on matters of mutual interest, in particular:
 - a) To provide one another (spontaneously or upon request) with information of relevance for the detection, substantiation and prevention of fraud, corruption or other types of misconduct in connection with the work of the Parties;
 - b) To undertake joint activities and collaborate when appropriate in each Party's efforts to detect, substantiate and prevent fraud and corruption and other types of misconduct;
 - c) To engage one another on relevant activities which they organize and undertake, and which may be of common interest in the execution of their mandates;



- d) To provide a mechanism for the reciprocal referral of inquiries and recommendations pertaining to investigations and actions residing within the mandate and jurisdiction of the respective Parties;
- e) To designate contact points to facilitate and expedite the effective and confidential transmission of information exchanged, where deemed necessary and appropriate; and;
- f) To meet periodically to identify possible priority areas for cooperation that present common strategic or operational objectives.

C. Confidentiality and communication of Information to third parties

- 1. The information provided by either Party to the other Party will be considered confidential, deliberative, and investigatory. Disclosure to the personnel within the OIG office of each Party shall be limited to a need-to-know basis.
- 2. Information communicated or acquired under this MOU is protected by professional secrecy in terms of compliance with the applicable policies and procedures of the respective Organisations.
- 3. The Parties will not exchange information if disclosure to the other Party is prohibited by the legal and policy framework governing the Party possessing the information, or conflicts with its operational interests.
- 4. In the event that further dissemination outside the Parties' OIG offices is contemplated, such dissemination can take place only with the explicit written authorization of the office that originally provided the information. Investigation information supplied by DOS OIG will not be made available to any other area of IOM outside the OIG IOM, unless authorized by DOS OIG. Investigation information supplied by OIG IOM will not be made available to any other area of U.S. Department of State outside DOS OIG, unless authorized by the OIG IOM. Should information that is provided to DOS OIG by IOM OIG be requested from DOS OIG under the Freedom of Information Act, or other U.S. disclosure statutes, DOS OIG will notify and consult with IOM prior to withholding (in all or in part) or releasing such documents.
- 5. Nothing in this MOU shall prevent either Party from using the information provided by the other Party to develop independently its own evidence for use in any manner not inconsistent with this MOU, including (but not limited to) in support of sanctions or other corrective or remedial action. Such evidence may be shared with third parties, where deemed necessary and appropriate, in accordance with the policies and procedures of the respective Organisations.



D. Data protection

All transfers and processing of personal data between the Parties are subject to the policies and procedures of the respective Parties pertaining to the protection of the personal data of individuals. Each Party will immediately report to the other Party each instance in which only data shared by the other Party is used, disclosed or accessed in an unauthorized manner (including any data losses or breaches).

E. Dispute resolution

The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within 60 days from the date either Party has notified the other Party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation between the Executive Heads of each of the Organizations.

F. Privileges and immunities

Nothing in this MOU shall be deemed a waiver, expressed or implied, of any of the privileges and immunities enjoyed by DOS OIG and IOM. Nothing in this MOU shall create binding obligations under U.S. or international law, or give any right to any non-party to obtain, suppress, or exclude any evidence; instead this MOU is intended to be used solely for the purpose of law enforcement assistance between the Parties.

G. Start of application

1. This MOU will enter into force on the date of its signature by the respective heads of the Parties.
2. This MOU may be modified by mutual consent through an amendment in writing between the Parties. The amendment shall be an integral part of this MOU.
3. Either Party may withdraw at any time by providing written notification of its intention to terminate the agreement up to 30 business days in advance.
4. Sections C through F shall survive termination in relation to any information shared or exchanged hereunder.

Mr. Steve A. Linick
Inspector General
U.S. Department of State
Office of Inspector General

Date: 11/14/19

Mr. Mati Hashemee
Inspector General
for IOM

Date: 15-Nov-2019

**Data Use Agreement
Between
Department of State, Office of Inspector General
and
U.S. Department of Education, Office of Inspector General**

I. SUMMARY DESCRIPTION

This Interagency Agreement (IA), Data Use Agreement (DUA) establishes the terms, conditions, and safeguards under which the Department of State (DOS), Office of Inspector General (OIG) will disclose to the U.S. Department of Education (ED) OIG certain records for a single, computerized comparison with ED OIG records. The ED OIG records include identifying information for more than 800,000 individuals with Title IV loans discharged for total and permanent disability and more than 500,000 individuals with Title IV loans discharged for death.

II. PURPOSE

To allow DOS OIG to exchange information with ED OIG regarding report findings of a data match of current DOS employees with beneficiaries and applicants of the U.S. Department of Education program for Total and Permanent Disability Discharge (34 CFR § 685.213 – Total and permanent disability discharge) and Death Discharge (34 CFR § 685.212 – Discharge of a loan obligation). The U.S. Department of Education allows for eligible individuals to discharge loans received under Title IV of the Higher Education Act of 1965, 20 U.S.C. Ch. 28 Subchapter IV, as amended (Title IV). The data match will be used to identify any DOS employees and contract staff who may have engaged in fraudulent schemes related to these two loan discharge programs. This information will be used to pursue investigations and refer matters for appropriate criminal, civil, and/or administrative action.

DOS OIG and ED OIG will use the results of the comparison to assist in the detection of potential fraud schemes by: (1) identifying and investigating potentially ineligible individuals who have applied for and/or discharged loans for reasons of death or permanent and total disability; (2) pursuing appropriate criminal and civil action; and (3) referring matters to federal prosecutors or other appropriate entities for criminal, civil, or administrative action, where appropriate.

DOS OIG certifies that this information is needed in the performance of its duties, including, but not limited to, identifying and investigating DOS employees and contract staff involved in fraud schemes, and to assist the DOS OIG in its anti-fraud responsibilities. ED OIG certifies that this information is needed in the performance of its duties, including preventing and detecting fraud and abuse in programs and operations

administered or financed by the U.S. Department of Education.

III. LEGAL AUTHORITY

- A. DOS OIG and ED OIG enter into this DUA pursuant to the authority granted by the Inspector General Act of 1978 (IG Act), as amended.
1. The IG Act, 5 U.S.C. App. 3 § 6(a)(3), explicitly grants each Inspector General the authority “to request such information or assistance as may be necessary for carrying out the duties and responsibilities provided by this Act from any Federal, State, or local governmental agency or unit thereof.”
 2. The IG Act, 5 U.S.C. App. 3 § 6(a)(9), explicitly grants each Inspector General “the authority to the extent and in such amounts as may be provided in advance by appropriations Acts, to enter into contracts and other arrangements for audits, studies, analyses, and other services with public agencies and with private persons, and to make such payments as may be necessary to carry out the provisions of this Act.”
 3. The IG Act, 5 U.S.C. App. 3 § 6(j)(2) (as amended by the IG Empowerment Act, Pub. Law 114-317), exempts DOS OIG and ED OIG from the computer matching provisions of the Privacy Act, by excluding from the Privacy Act definition of a matching program a computerized comparison of two or more automated Federal systems of records, or a computerized comparison of a Federal system of records with other records or non-Federal records, performed by an Inspector General or by an agency in coordination with an Inspector General in conducting an audit, investigation, inspection, evaluation, or other review authorized under the IG Act.
 4. The IG Act, 5 U.S.C. App. 3 §§ 4(a)(1), 4(a)(3), grants each Inspector General the duty and responsibility to provide policy direction for and to conduct, supervise, and coordinate audits and investigations relating to the programs and operations of the establishment within which it is established, and to recommend policies for and to conduct, supervise, or coordinate other activities carried out or financed by such establishment for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud and abuse in, its programs and operations.
- B. DOS OIG also enters into this DUA pursuant to the provisions of its system of records notice (SORN) titled “State-53, Office of Inspector General Investigation Management System,” Public Notice 8379, published on July 15, 2013. That

SORN permits, among others, the following disclosures:

1. A record may be disclosed where there is an indication of a violation or a potential violation of law, rule, regulation, or order whether criminal, civil, administrative or regulatory in nature, to the appropriate agency, whether Federal, state, tribal or local, or to a securities self-regulatory organization, charged with enforcing or implementing the statute, or rule, regulation or order.
2. A record may be disclosed to Federal, state, tribal, or local authorities in order to obtain information or records relevant to an Office of Inspector General investigation or inquiry.

C. ED OIG enters into this DUA pursuant to the provisions of its SORN titled "The Office of Inspector General Data Analytics System," 18-10-02, originally published October 16, 2008 (73 FR 61406), and amended on May 14, 2012 (77 FR 28366). (Attachment C). The ED OIG Data Analytics System (ED-ODAS) permits disclosure under the following routine uses, among others:

1. To any Federal, State, local, or foreign agency, or other public authority, if relevant to the prevention or detection of fraud and abuse in benefit programs administered by any agency or public authority;
2. To any Federal, State, or local or foreign agency or other public authority responsible for enforcing, investigating, prosecuting or overseeing or assisting in the enforcement, investigation, prosecution, or oversight of violations of administrative, civil, or criminal law or regulation if that information is relevant to any enforcement, regulatory, investigative, prosecutorial, or oversight responsibility of the Department or of the receiving entity.

IV. OPERATION OF THE DATA MATCH/RESPONSIBILITIES OF THE PARTIES

A. DOS OIG's Responsibilities:

1. DOS OIG will provide a list consisting of the following information for DOS employees and contractors: the first and last name; the social security number; and the year of birth. This data will be compiled in an Excel file and will be shared with ED OIG.
2. This data will be transferred from DOS OIG to ED OIG using encrypted means. The encryption password will be delivered

separately from the media.

3. After this match is conducted and the results assessed, the parties will confer and conduct any appropriate follow-up or analysis to eliminate false positives.
4. DOS OIG and ED OIG will collaborate regarding the most appropriate investigative steps regarding any results of the match. As part of this process, DOS OIG will determine whether it has any information in its investigative database related to any match findings.

B. ED OIG Responsibilities:

1. ED OIG will receive the list described in IV.A.1.
2. ED OIG will write a script to match the identifiers (first and last name, social security number, and year of birth) of the individuals provided by DOS OIG with individual records in the loan discharge table, which is contained in the National Student Loan Data System Schema in ED-ODAS. The script will identify all individuals with the matching identifiers who applied for or discharged any of their Title IV loans for reasons of total and permanent disability or death.
3. ED OIG will attempt to rule out false positives by discussing all matches with DOS OIG.
4. ED OIG will then compile information on the student including the type of Title IV aid received, Title IV aid disbursement, and any loan discharge applications or paperwork held by the loan servicer. ED OIG will analyze these records to determine whether this activity may be part of a larger fraud scheme.
5. ED OIG will provide DOS OIG with a list of the names and personal identifiers for all likely matches. These individuals and all supporting documentation (described in IV.B.4) will then be referred to Investigation Services in ED OIG for further investigation and coordination with DOS OIG's Office of Investigations.
6. ED OIG will not suspend, terminate, reduce, or deny financial assistance or benefit payments, or take other adverse action against any individual as a result of information produced by this match until ED OIG and DOS OIG have independently verified the information.

V. PROCEDURES FOR RETENTION AND TIMELY DESTRUCTION OF IDENTIFIABLE RECORDS

ED OIG will retain the electronic files it receives from DOS OIG only for the period required for any processing related to the data match contemplated under this agreement and only to the extent that it is required to retain the information to meet evidentiary requirements, quality control, peer review, or records retention requirements in ED OIG Manual Chapter 5110, Section 9 and then will destroy all such data by electronic purging.

To the extent retention of records is warranted, DOS OIG and ED OIG will each retire the retained records in accordance with applicable Federal Records Retention Schedules (44 U.S.C. § 3303a).

ED OIG will not create, store, or maintain, as part of any ED OIG System of Record permanent files, any data files comprised solely of the data DOS OIG provides to ED OIG other than as those actions are required to complete the agreed data match. All DOS OIG-provided data files remain under the authority of DOS OIG alone and no action may be taken with regard to such data files, except for the actions outlined in this DUA, without DOS OIG permission.

VI. SECURITY PROCEDURES

ED OIG and DOS OIG will comply with the applicable requirements of the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); related Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Managing Information as a Strategic Resource (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 Regulation (FAR), including any applicable amendments published after the effective date of this agreement. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. Both agencies recognize and will implement the laws, regulations, NIST standards, and OMB directives including those published subsequent to the effective date of this agreement.

FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency. Each agency is responsible for oversight and compliance of their respective contractors and agents.

A. Loss Reporting

If ED OIG experiences an incident involving the loss or breach of PII provided by DOS OIG under the terms of this agreement, ED OIG and DOS OIG will follow the incident reporting guidelines issued by OMB. In the event of a reportable incident under OMB guidance involving PII, both parties are responsible for following their established procedures, including notification to the proper organizations (e.g., United States Computer Emergency Readiness Team, the agency's privacy office). In the event of the loss or breach of PII provided by DOS OIG under the terms of this agreement, ED OIG will notify DOS OIG's Systems Security Contact named in this agreement within one hour of event.

B. Breach Notification

If ED OIG or DOS OIG determines that the risk of harm requires notification to affected individuals or other remedies, the agency responsible for the breach will carry out these remedies without cost to the other agency.

C. Administrative Safeguards

ED OIG and DOS OIG will restrict access to the data matched and to any data created by the data match to only those authorized employees and officials who need it to perform their official duties in connection with the uses of the data authorized in this agreement. Further, ED OIG and DOS OIG will advise all personnel who have access to the data matched and to any data created by the match of the confidential nature of the data, the safeguards required to protect the data, and the civil and criminal sanctions for noncompliance contained in the applicable Federal laws.

D. Physical Safeguards

ED OIG and DOS OIG will store the data matched and any data created by the match in an area that is physically and technologically secure from access by unauthorized persons at all times. Only authorized personnel will transport the data matched and any data created by the match.

E. Technical Safeguards

ED OIG and DOS OIG will process the data matched and any data created by the match under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the data, so that unauthorized persons

cannot retrieve any data by computer, remote terminal, or other means. ED OIG and DOS OIG will strictly limit authorization to those electronic data areas necessary for the authorized analyst to perform his or her official duties.

VII. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS

ED OIG will adhere to the following limitations on the use, duplication, and disclosure of the electronic files and data that DOS OIG provides to it:

- A. Files/data provided under this agreement will be used and accessed only for the purposes described in this agreement.
- B. The data provided under this agreement will not be used to extract information concerning individuals therein for any purpose not specified in this agreement.
- C. Except for the purposes set forth in this agreement, the files/data provided under this agreement will not be duplicated or disseminated within or outside ED OIG without the written permission of DOS OIG. DOS OIG will not permit such duplication or dissemination unless it is required by law, or it is essential to the conduct of the purpose of the match under this agreement. For such permission, ED OIG must specify in writing: (1) what data is requested to be duplicated or disseminated; (2) to whom the data is being duplicated or disseminated; and (3) the reasons that justify such duplication or dissemination.

VIII. INTEGRATION CLAUSE

This agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all other data exchange agreements between the parties that pertain to the disclosure of the specified data by DOS OIG to ED OIG for the purposes described in this agreement. ED OIG and DOS OIG have made no representations, warranties, or promises outside of this agreement.

IX. DURATION, MODIFICATION, AND TERMINATION

A. Effective Date

This agreement becomes effective as of the date of the last signature below.

B. Duration

This agreement will be in effect for two years after the effective date, unless renewed or terminated.

C. Renewal

This agreement may be renewed by written agreement of the parties.

D. Modification

The parties may modify this agreement at any time by a written modification, agreed to by both parties.

E. Termination

The parties may terminate this agreement at any time with the consent of both parties. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination shall be effective 90 days after the date of the notice, or at a later date specified in the notice.

X. PERSONS TO CONTACT

A. ED OIG contacts:

Computer System(s)

Robert D. Mancuso, Assistant Inspector General
Information Technology Audits and Computer Crime Investigations
U.S. Department of Education OIG
550 12th Street, SW
Room 8129
Washington DC 20024

Telephone: (b)(6)
Email: (b)(6)@ed.gov

System(s) Security and Breach Notification

(b)(6) ODAS Information System Security Officer
Information Technology Audits and Computer Crime Investigations
U.S. Department of Education OIG
1000 Liberty Ave.
Suite 1503
Pittsburgh, PA 15222

Telephone: (b)(6)
Email: (b)(6)@ed.gov

(b)(6) ITACCINet Information System Security Officer
Information Technology Audits and Computer Crime Investigations
U.S. Department of Education OIG
550 12th Street, SW
Room 8043
Washington DC 20024

Telephone: (b)(6)
Email: (b)(6)@ed.gov

Legal Contact

Antigone Potamianos, Counsel to the Inspector General
U.S. Department of Education OIG
550 12th Street, SW
Room 8124
Washington, D.C. 20024

Telephone: (b)(6)
Email: (b)(6)@ed.gov

Project Coordinator

(b)(6) Investigative Analyst
Information Technology Audits and Computer Crime Investigations
U.S. Department of Education OIG
550 12th Street, SW
Room 8033
Washington DC 20024

Telephone: (b)(6)
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B. DOS OIG Contacts;

Computer System(s)

Greg Cottone
Chief Information Officer
Office of Inspector General
1700 N Moore Street
Suite 1400

Arlington, VA 22209

Telephone: (b)(6)
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System(s) Security and Breach Notification

Michael Stchur
Chief Information Security Officer
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1700 N Moore Street
Suite 1400
Arlington, VA 22209

Telephone: (b)(6)
Email: (b)(6)@stateoig.gov

Legal Contact

Kevin Donohue, Acting Chief Counsel
Department of State, OIG
Suite 800
1700 N Moore Street, Arlington, VA 22209

Telephone: (b)(6)
Email: (b)(6)@stateoig.gov

Project Coordinator

Kevin Young, Director, Strategic Analysis and Research Division
Department of State OIG
1700 N. Moore Street
Suite 967
Arlington, VA 22209

Phone: (b)(6)
Email: (b)(6)@stateoig.gov

XI. SIGNATURES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies/entities to enter into the obligations set forth in this agreement.

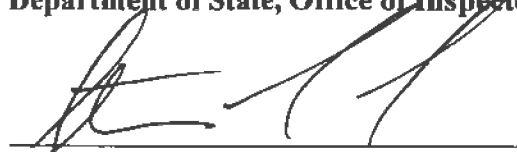
Department of Education, Office of Inspector General



Sandra D. Bruce
Deputy Inspector General
Delegated the Duties of the
Inspector General
U.S. Department of Education

Date: 2/10/2020

Department of State, Office of Inspector General



Steve A. Linick
Inspector General
Department of State

Date: 2/24/20

MEMORANDUM OF UNDERSTANDING
BETWEEN THE INSPECTOR GENERAL'S OFFICE, UNHCR
AND THE OFFICE OF INSPECTOR GENERAL, U.S. DEPARTMENT OF STATE

A. Purpose of arrangement

The United States Department of State Office of Inspector General (US Department of State OIG), and the United Nations High Commissioner for Refugees; Inspector General's Office (UNHCR IGO), hereafter jointly referred to as the "Parties", intend to cooperate with each other within the scope of their respective mandates and statutory framework. This Memorandum of Understanding ("MOU") sets out, in writing, the Parties' understanding as to the practical modalities of their working relations. It is not intended to modify or create any obligations contrary to the legal or policy framework of either Party and its respective mandate. In the event there is any inconsistency between this MOU and the legal or policy framework of either Party, the latter shall govern.

B. Terms of cooperation

With the view of facilitating the effective discharge of their respective mandates, the Parties will cooperate closely, as appropriate, with each other and consult each other on a regular basis on matters of mutual interest, in particular:

- a) To provide one another (spontaneously or upon request) with information of relevance for the detection, substantiation, and prevention of fraud or corruption in connection with the work of US Department of State OIG and UNHCR IGO;
- b) To undertake joint activities and collaborate when appropriate in each Party's effort to detect, substantiate, and prevent fraud and corruption;
- c) To engage one another on relevant activities which they organize and undertake, and which may be of common interest in the execution of their mandates;
- d) To designate contact points to facilitate and expedite the effective and confidential transmission of information exchanged, where deemed necessary and appropriate; and
- e) To meet periodically to identify possible priority areas for cooperation that present common strategic or operational objectives.

C. Confidentiality of shared information

The information provided by either Party to the other Party will be considered confidential, deliberative, and investigatory. Disclosure within the US Department of State OIG or UNHCR IGO shall be limited to a need-to-know basis.

In the event that further dissemination outside the Parties is contemplated, such dissemination can take place only with the explicit written authorization of the Party that originally provided the information.

- a) Investigation information supplied by US Department of State OIG will not be made available to any other section or office of UNHCR outside of the IGO, unless authorized by US Department of State OIG in writing.
- b) Investigation information supplied by UNHCR IGO will not be made available to any other section or office of US Department of State outside of the OIG, unless authorized by UNHCR IGO in writing.
- c) Each Party will immediately report to the other Party each instance in which any data shared by the other Party is used, disclosed or accessed in an unauthorized manner (including any data losses or breaches).

Nothing in this MOU shall prevent either Party from using the information provided by the other Party to develop independently its own evidence for use in any manner not inconsistent with this Agreement, including (but not limited to) in support of sanctions or other corrective or remedial action. Such evidence may be shared with third parties in accordance with legal requirements, policies, and procedures of the respective Parties.

D. Privileges and immunities

The activities carried out on the basis of this MOU shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved and which may be invoked at any time. Nothing in this MOU shall create binding obligations under U.S. or international law, or to give any right to any non-party to obtain, suppress, or exclude any evidence; instead, this MOU is intended to be used solely for the purpose of law enforcement assistance between the Parties.

E. Start of application

This MOU will enter into force on the date of its signature by the respective heads of UNHCR IGO and US Department of State OIG.

F. Amendment and Termination


This MOU may only be modified by mutual written consent of both Parties. Modification to this MOU shall be made by the issuance of a fully executed addendum prior to any changes in responsibility being performed. Either Party may unilaterally withdraw from this MOU by providing at least 14 calendar days written notice to the other Party. Additionally, this MOU may be terminated at any time upon the mutual, written consent of both Parties. All rights, obligations, responsibilities, limitations and other understandings with respect to the disclosure and use of all information received during a Party's participation in this MOU (prior to its termination) shall survive any termination or release of a Party.



Steve A. Linick
Inspector General
US Department of State

Date: Feb 13, 2019

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Karen M. Farkas
Inspector General's Office
UNHCR

Date: 22 January 2019