

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. CITIZENSHIP AND IMMIGRATION
SERVICES VERIFICATION DIVISION
AND
TRANSPORTATION SECURITY
ADMINISTRATION OFFICE OF SECURITY
OPERATIONS
REGARDING AIRPORT OPERATOR
INFORMATION SHARING

1. PARTIES

The parties to this Memorandum of Understanding (MOU) are the U.S. Department of Homeland Security (DHS) components: U.S. Citizenship and Immigration Services (USCIS), and Transportation Security Administration (TSA). This MOU will be carried out by the USCIS Verification Division and the TSA Office of Security Operations.

2. AUTHORITY

This MOU is entered into in accordance with the following authorities:

- The Homeland Security Act of 2002, Pub. L. No. 107-296.
- Illegal Immigration Reform and Immigrant Responsibility Act, Pub. L. No. 104-208, Secs. 401-405 (Sept. 30, 1996), as amended, codified at 8 U.S.C. § 1324a note and 8 U.S.C. § 1373.
- Immigration Reform and Control Act of 1986, Pub. L. No. 103-603, Part C, § 121 (Nov. 6, 1986), codified at 42 U.S.C. § 1320b-7 note.
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Pub. L. No. 104-193, 110 Stat. 2105 (Aug. 22, 1996), codified at 8 USC §§ 1621-1625).
- FAA Extension, Safety and Security Act of 2016, Pub. L. No. 114-190, § 3405(d) (July 15, 2016).
- The Aviation and Transportation Security Act, Pub. L. No. 107-71.
- The Privacy Act, 5 U.S.C. § 552a.
- Sensitive Security Information, 49 U.S.C. § 114(r).
- 49 C.F.R. § 1540.5, Definition of Airport Operator.

- DHS Management Directive 0450.1, Memoranda of Understanding and Memoranda of Agreement.
- DHS Delegation Number 0150.1, Delegation to the Bureau of Citizenship and Immigration Services.

3. PURPOSE

a. The FAA Extension, Safety and Security Act of 2016 directs the Secretary of Homeland Security to authorize Airport Operators to have direct access to E-Verify and the Systematic Alien Verification for Entitlements (SAVE) programs to determine the eligibility of individuals seeking unescorted access to any security identification display area of an airport. The Secretary of Homeland Security has directed USCIS and TSA to coordinate their responsibilities concerning implementation of this requirement.

b. The purpose of this MOU is to establish the terms, conditions, safeguards, and procedures under which TSA will validate for USCIS the active Airport Operators that TSA regulates, which USCIS may use to determine the Airport Operators that are eligible to enroll for access to E-Verify and SAVE.

4. DEFINITIONS

"Airport Operator" means an airport operator as defined in 49 C.F.R. § 1540.5.

5. TSA RESPONSIBILITIES

a. The primary TSA office responsible for implementing this MOU is the TSA Office of Security Operations (OSO). OSO will coordinate all E-Verify and SAVE confirmation requests and communications between USCIS and TSA related to Airport Operator enrollment in and use of E-Verify and SAVE.

b. Records, information, and data TSA provides to USCIS under this MOU will be used only for the purpose of determining eligibility for enrollment and use of E-Verify and SAVE by Airport Operators.

c. TSA will designate a TSA OSO POC to receive confirmation requests from USCIS. The OSO POC will review USCIS confirmation requests and provide a written response to the USCIS Verification Division POC within three (3) business days either confirming that TSA recognizes the Airport Operator applicant is an active Airport Operator, or that the Airport Operator applicant is not found in TSA's records, information or data, or is not otherwise recognized by TSA as an active Airport Operator.

d. In responding to a USCIS Airport Operator applicant confirmation request, TSA will access records, information or data from TSA databases which contain(s) records, information or data identifying Airport Operators, and will compare and confirm the contents of those records,

information or data, against Airport Operator applicant records, information or data provided by USCIS.

e. In the event TSA becomes aware that an Airport Operator has ceased to actively operate as an Airport Operator, TSA will notify USCIS of that circumstance as soon as practicable.

f. If TSA becomes aware of significant information relating to suspected Airport Operator misuse, abuse, or fraudulent use of E-Verify or SAVE, TSA will share that information with the USCIS Verification Division POC unless to do so would compromise a TSA investigation or compliance activity. USCIS may use such information for compliance inquiries and activities unless TSA explicitly requests that USCIS limit its action on the information, in which case USCIS will comply and coordinate its activities with TSA.

g. TSA agrees to provide Airport Operators with public service information and announcements regarding the E-Verify and SAVE programs.

h. Consistent with applicable laws, regulations, and policies, and the availability of TSA resources, TSA will commit personnel and resources sufficient to support this MOU.

i. TSA's participation in this MOU must not be construed by any person to limit TSA's authority or discretion to decide whether a given procedure satisfies TSA's regulatory requirements with regard to identity verification.

6. USCIS RESPONSIBILITIES

a. The primary USCIS office responsible for all E-Verify and SAVE issues is the USCIS Verification Division. The USCIS Verification Division will coordinate all E-Verify and SAVE confirmation requests and communications between USCIS and TSA related to Airport Operator enrollment in and use of E-Verify and SAVE.

b. E-Verify and SAVE were not established for the purpose of conducting security threat assessments or issuing security threat assessment results, but to provide employment authorization, citizenship (for certain naturalized or derived citizens) and immigration status verification services as follows:

- 1) E-Verify is an Internet-based system, operated by DHS in partnership with the Social Security Administration that allows participating employers to electronically confirm the identity and employment authorization status of their employees.
- 2) SAVE provides immigration status and naturalized or derived citizenship data to authorized federal, state, and local agencies that agree to the SAVE's terms of use. SAVE does not verify native born citizenship. These agencies use the information SAVE provides to help ensure that only those applicants or enrollees who are eligible receive benefits.

- c. The USCIS Verification Division will designate a POC who will ensure cooperation, communication, and coordination with TSA OSO.
- d. When USCIS receives a request from an Airport Operator applicant for enrollment in E-Verify or SAVE, USCIS personnel will review the request and, if warranted, contact the TSA OSO POC electronically in writing or by voice communication for written confirmation by TSA of the Airport Operator applicant information against TSA records, information and data. The USCIS Verification Division POC will then receive the confirmation response from the TSA OSO POC, and may follow up with additional inquiries as needed to determine whether the Airport Operator applicant is an active Airport Operator eligible to enroll in E-Verify and SAVE.
- e. USCIS agrees to provide TSA with instructional materials, program guidance and promotional information regarding the E-Verify and SAVE programs.
- f. On request, the USCIS Verification Division will provide TSA OSO with information regarding Airport Operator enrollment and use of E-Verify and SAVE for TSA monitoring, compliance and audit purposes, including information identifying the number of Airport Operator enrollees using E-Verify and SAVE, and the number of E-Verify and SAVE cases run by each enrolled Airport Operator.
- g. Consistent with applicable laws, regulations, and policies, and the availability of USCIS Verification Division resources, the USCIS Verification Division will commit personnel and resources sufficient to support this MOU.

7. POINTS OF CONTACT

- a. The TSA OSO POC is: Susana Carrera, Aviation Branch Manager-Compliance; 571-227-2844, a designee, or a successor.
- b. The USCIS Verification Division POCs are: Raymond Rayner, SAVE Policy, 303-443-0137, a designee or a successor, and Jamie Schaefer, E-Verify Policy, 402-858-3783, a designee, or a successor.

8. EXCHANGE AND DISCLOSURE OF INFORMATION

- a. All information exchanged between USCIS Verification Division and TSA under this MOU will be in accordance with applicable laws, regulations, and policies.
- b. All information exchanged between USCIS Verification Division and TSA under this MOU will be done only through the POCs identified above, their designees, or successors.
- c. Except as required by law or court order, USCIS and TSA will not disclose to third parties or agencies any information received under this MOU without first obtaining authorization from the other party.

d. USCIS and TSA agree to maintain reasonable physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, or misuse, and unauthorized access, disclosure, copying, use, modification or deletion. The shared information is sensitive but unclassified and shall be handled as "FOR OFFICIAL USE ONLY" (FOUO) information in accordance with DHS Management Directive 11042.1 ("Safeguarding Sensitive but Unclassified ("For Official Use Only") Information") and DHS Sensitive Systems Management Directive 4300A. In the event that it becomes necessary, Sensitive Security Information (SSI), as defined in 49 C.F.R. Section 1520.5, may be shared under this MOU.

e. Both Parties shall comply with OMB and DHS reporting guidelines in the event of a loss, potential loss, or breach of information. Consistent with the Office of Management and Budget Memoranda 06-19 (OMB M-06-19) and 07-16 (OMB M-07-16), the Parties shall notify each other immediately by phone and email once a Party becomes aware of any potential breach in security, especially those that result in unauthorized access, use, or disclosure of any information or data shared under this MOU.

f. Information shared under this MOU shall be protected by administrative, technical and physical safeguards appropriate to the sensitivity of the information, including the encryption of all personal identifying information and all other FOUO information held on portable media such as data, tapes, CDs, or laptops.

g. To further safeguard the privacy, security, confidentiality, integrity, and availability of the provided information, the parties agree to maintain a log of all information received and sent including the name of the recipient or sender, date and type of data storage used for transfer.

h. The parties will retain data in accordance with the applicable Federal Records Retention Schedules (44 U.S.C. 3303a). The parties will not create permanent files or a separate system comprised solely of the data provided by the other party. USCIS records are stored and retained in the VIS Master Data File in accordance with retention schedule NI-566-08-7, which was approved by NARA as of June 5, 2008 ten (10) years from the date of completion of the verification unless the records are part of an ongoing investigation in which case they may be retained until completion of the investigation.

9. OTHER PROVISIONS

a. Nothing in this MOU is intended to conflict with existing laws, regulations, DHS directives, or other guidance binding on USCIS and/or TSA. If a term of this MOU is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

b. This MOU is not intended to create any rights, privileges, or benefits, substantive or procedural, enforceable by any individual or organization against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

10. EFFECTIVE DATE

This MOU will take effect upon the date of the last signature of the approving officials appearing below.

11. MODIFICATION

This MOU may be modified by the mutual, written consent of the parties.

12. REVIEW

The parties agree to review of the MOU within one (1) year of the effective date to determine whether any modifications are necessary to more effectively accomplish the goals of the MOU. Failure to conduct a review, however, will not result in the termination of this MOU.

13. TERMINATION

This MOU will remain in effect unless terminated by either party upon sixty (60) days written notice to the other party.

SIGNATORY AUTHORITIES:



2 MAR 17

Darby Lajoye
Assistant Administrator, Office of Security Operations
Transportation Security Administration
Department of Homeland Security



2/7/17

Katherine Lotspeich
Acting Chief, Verification Division
United States Citizenship and Immigration Services
Department of Homeland Security