

Memorandum of Understanding Between the United States Department of Defense and U.S. Citizenship and Immigration Services

This memorandum of understanding (MOU) and relevant appendices constitutes an agreement between the Department of Defense (DoD) and Department of Homeland Security (DHS), acting through the U.S. Citizenship and Immigration Services (USCIS), to educate Service members about the naturalization process and its benefits and provide them with time and access to the resources and information necessary to apply for naturalization as soon as they are eligible.

I. BACKGROUND AND PURPOSE

Over the past decade DoD and DHS have strengthened partnerships to provide services and opportunities to Service members interacting with the U.S. immigration system. Since 1999, DoD has averaged almost 9,000 non-U.S. citizen or national accessions into the U.S. Armed Forces each year. This population of enlistees is integral to supporting the readiness of the United States to defend itself. The immigration benefits and services that come with enlistment are important to noncitizen Service members, their family members, and subsequent recruitment and retention efforts. Since 2002, more than 148,000 Service members have been naturalized, and many were assisted in the process through DoD/USCIS partnerships such as the "Naturalization at Basic Training Initiative." Despite these efforts, Service members still face barriers in accessing immigration benefits for which they may be entitled. DoD and USCIS commit to ensuring that policies and procedures are aligned to facilitate greater access to U.S. immigration benefits and services for eligible Service members and to eliminating challenges that run counter to this objective.

Section 328 of the Immigration and Nationality Act (INA) (8 U.S.C. § 1439) provides that "a person who has served honorably at any time in the Armed Forces of the United States for a period or periods aggregating one year, and, who, if separated from such service, was never separated except under honorable conditions, may be naturalized ..."

Section 329 of the INA (8 U.S.C. § 1440) further provides that "any person who, while an alien or a noncitizen national of the United States, has served honorably as a member of the Selected Reserve of the Ready Reserve or in an active-duty status in the military, air, or naval forces of the United States during [certain periods] or thereafter during any other period which the President by Executive order shall designate¹ as a period in which Armed Forces of the United States are or were engaged in military operations involving armed conflict with a hostile foreign force, and who, if separated from such service, was separated under honorable conditions, may be naturalized ..."

As partners in providing immigration benefits and services to DoD military personnel, coordination and sharing of information between USCIS and DoD is critical to ensure Service members can apply for immigration benefits such as naturalization when they are first eligible.

¹ Executive Order 13269, "Expedited Naturalization of Aliens and Noncitizen Nationals Serving in an Active-Duty Status During the War on Terrorism," July 3, 2002, designated the period commencing on September 11, 2001, as such a period; this Executive Order remains in effect as of the date of this MOU.

This MOU, which includes and incorporates the attached appendices, outlines steps to formalize coordination and the sharing of information between USCIS and DoD to provide access to naturalization to noncitizen Service members and educating Service members about the process for applying for naturalization. The MOU establishes touch points and general procedures to which DoD and USCIS will adhere so that noncitizen Service members are aware of their eligibility to apply for naturalization and are able to act on that opportunity soonest.

II. PARTY RESPONSIBILITIES

For the purposes of this MOU, the party responsibilities to be performed by USCIS and DoD are as follows:

A. DoD will:

1. Inform noncitizen Service members, in writing, initially during recruitment and bi-annually thereafter that they may be eligible to apply for naturalization and explain how and when they can begin the application process;
2. Ensure recruit commands provide information to the recruit that explains the process to apply for naturalization and provide the recruit with a Form N-426, "Request for Certification of Military or Naval Service," instructing them to complete the applicant portion of the form and bring it to basic training if they intend to apply for naturalization.
3. When feasible, provide the recruit with adequate time and access to technology to complete Form N-400, "Application for Naturalization," at the earliest opportunity during basic training if the recruit requests to file their Form N-400 while at basic training.
4. DoD will certify, as appropriate, a completed Form N-426 within 30 days of receipt.
5. When feasible, DoD will authorize the military N-400 applicant the appropriate time to attend video or in-person interviews and, if approved, allow USCIS to conduct the video or in-person naturalization oaths.
6. When feasible, DoD will facilitate at each basic training military location, as agreed upon between USCIS and DoD, opportunities that support early access to the naturalization process, while maintaining good order and discipline of the training set forth. Whenever possible, the Service member should be interviewed, and, if eligible, naturalized before the noncitizen Service member departs basic training.
7. Inform USCIS of any changes in DoD or Military Service branch processes, policies, or litigation that affect naturalization or USCIS's ability to provide information and services to Service members.

B. USCIS will:

1. Receive and adjudicate Form N-400, "Application for Naturalization," for currently serving military applicants. USCIS will conduct the naturalization interview primarily via video at the basic training military installation. Naturalization oath ceremonies will also be conducted via video or at the military installation, depending on the circumstances at the specific location.

2. Provide DoD with access to informational brochures and other USCIS public resources, including the "Military Helpline" and "myUSCIS" web portal, for Service members to access general information and receive online technical support.
3. Coordinate with DoD to provide annual naturalization training for Judge Advocate General personnel and other DoD personnel.
4. At the request of DoD, conduct immigration and citizenship information sessions for DoD administrative support personnel, Service members, and their families.
5. Provide DoD with updated lists of local USCIS points of contact (POCs) located near each participating military installation.
6. Provide DoD with updated lists of USCIS Headquarters POC(s) to assist with unity of effort.
7. Utilize accessible, secure software platforms for video interviews and ceremonies.
8. Inform DoD of any changes in USCIS process, policy, or litigation that affect eligibility for naturalization or USCIS's ability to provide information and services to Service members.

IV. AUTHORIZATION

This MOU will be authorized by the Director, USCIS and Under Secretary of Defense for Personnel and Readiness.

V. EXPENDITURES

DoD and USCIS will comply with the provisions under Interagency Agreement dated July 23, 2021, between DHS USCIS and Office of the Under Secretary of Defense for Personnel and Readiness under which DoD will reimburse USCIS for processing naturalization applications (Application for Naturalization, Form N-400) for non-U.S. citizens applying for naturalization through military service.

VI. MEDIA RELATIONS

DoD and USCIS will coordinate any release of information to the media regarding actions taken under this MOU. The POCs for this purpose can be found in Appendix A.

VII. DURATION OF AGREEMENT

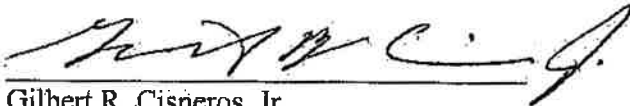
The terms of this Agreement shall take effect on the date of the last signature of the Parties. The Agreement shall remain in effect for 5 years following the date on which it becomes effective at which point the parties can either agree to extend, modify, or terminate it.

VIII. OTHER TERMS OF AGREEMENT

1. Each party certifies that they are capable to execute the provisions of this MOU within 1 year of the effective date.
2. The Parties agree to review the Agreement within 1 year of the effective date to determine whether any modifications are necessary to accomplish the goals of the Agreement. Failure to conduct a review, however, will not result in the termination of this Agreement. Subsequent reviews will be done on an annual basis while the Agreement is in effect.

3. The Parties understand and agree to adhere to the privacy safeguards, restrictions on disclosure, and record retention practices and responsibilities discussed in Appendix C.
4. Revisions, amendments, modifications, and renewals (including new Appendices) of this agreement may be made upon the written approval of both agencies and shall be effective upon the date of approval.
5. The Agreement may be extended by mutual written agreement of the Parties.
6. This Agreement may be terminated by either Party upon [90] days advance written notice. In the event one Party requests termination of this Agreement, the Parties will confer within 60 days of the termination request submission to discuss the reason for the Party's request to terminate, and to attempt to resolve the issue(s).
7. This document is an internal Government agreement and is not intended to confer any right or benefit on any private person or party.
8. This Agreement does not create any private cause of action on the part of third parties.

For the DoD:



Gilbert R. Cisneros, Jr.
Under Secretary of Defense for Personnel and Readiness

Date: JUN 14 2023

For the USCIS:



Ur M. Jaddou
Director

Date: JUL 05 2023

APPENDIX A – POCs

The following offices/individuals are designated as their agencies' POCs for performance with the terms of the MOU. All questions of interpretation or compliance with the terms of this MOU should be referred to the officials named below.

In addition, the Parties agree to assist each other to carry out this MOU through the POCs set out in Appendix A to provide response to program, data, or other technical problems or inquiries.

The Parties agree to notify each other on an annual basis and, where necessary, update the POCs listed in this Appendix.

USCIS

USCIS MOU		
Name/Title	Phone	E-mail
Debra Rogers/Senior Counselor, Office of the Director	703-603-4406	debra.a.rogers@uscis.dhs.gov
Mark Ludeking, Special Assistant, Office of Policy and Strategy	202-631-3612	mark.j.ludeking@uscis.dhs.gov
USCIS Security Operations Center	1-888-220-5228	uscisoc@uscis.dhs.gov
Angela Y. Washington USCIS Chief Privacy Officer	202-272-9669	angela.y.washington@uscis.dhs.gov
Privacy Incident Response Officer	802-272-8219	uscis.privacyincidentsbreaches@uscis.dhs.gov

USCIS POCs FOR BASIC TRAINING SITES			
<u>Basic Training Sites</u>	<u>Service Branch</u>	<u>USCIS Field Office</u>	<u>POC</u>
Great Lakes Naval Station	Navy	Chicago, IL	877-247-4645 101 West Ida B. Wells Drive Chicago, IL 60605

Fort Leonard Wood	Army	Kansas City, KA	877-247-4645 10320 NW Prairie View Road Kansas City, MO 64153
Fort Sill	Army	Oklahoma City, OK	877-247-4645 4400 Southwest 44th Street Suite A Oklahoma City, OK 73119
Fort Benning	Army	Montgomery, AL	877-247-4645 3381 Atlanta Highway Montgomery, AL 36109
Fort Jackson	Army	Greer, SC	877-247-4645 501 Pennsylvania Avenue Greer, SC 29650
Recruit Training Depot Parris Island	Marine Corps	Charleston, SC	877-247-4645 1821 Sam Rittenberg Boulevard Charleston, SC 29407
Recruit Training Depot San Diego	Marine Corps	San Diego, CA	877-247-4645 1325 Front Street San Diego, CA 92101
Joint Base San Antonio - Lackland	Air Force/ Space Force	San Antonio, TX	877-247-4645 20760 North, US-281 San Antonio, TX 78258

DoD

DoD		
Name/Title	Phone	E-mail
Stephanie Miller/Deputy Assistant Secretary of Defense for Military Personnel Policy, Office of the Under Secretary of Defense for Personnel and Readiness	703-697-8444	stephanie.p.miller.civ@mail.mil
Lin H. St. Clair Deputy Director, Accession Policy, Office of the Under Secretary of Defense for Personnel and Readiness	703-695-1871	linden.h.stclairii.civ@mail.mil
COL Serena Johnson, Assistant Director for Military Naturalizations, Office of the Under Secretary of Defense for Personnel and Readiness	703-695-2949	serena.d.johnson3.mil@mail.mil

<u>Basic Training Sites</u>	<u>Service Branch</u>	<u>POC</u>
Great Lakes Naval Station	Navy	grlk_rtc_naturalization_office@us.navy.mil 3355 Illinois St, Bldg 7260 Great Lakes, IL 60088
Fort Leonard Wood	Army	michael.a.beando.civ@army.mil 573-596-4866
Fort Sill	Army	paul.m.tobin5.mil@army.mil (580) 442-1146

Fort Benning	Army	james.c.wherry.civ@army.mil 706-545-9534
Fort Jackson	Army	kenneth.l.zimmerman.civ@army.mil 803 751-2117
Recruit Training Depot Parris Island	Marine Corps	Mary.hostetter@usmc.mil 540-940-1090
Recruit Training Depot San Diego	Marine Corps	Mary.hostetter@usmc.mil 540-940-1090.
Joint Base San Antonio - Lackland	Air Force/Space Force	737trg.scheduling_office@us.af.mil 737 TRG Scheduling Office 1618 Truemper St, Bldg 6420 JBSA-Lackland TX 78236 210-671-3026

APPENDIX B – AUTHORITIES

The following authorities are applicable at the time this Agreement is authorized. The Parties understand that these authorities may be modified or superseded by new authorities over time and that additional applicable authorities may exist in the future. The parties agree to utilize the modification provision set forth in Section VIII (4) of the overarching agreement to make all appropriate revisions to the authorities set forth in this Appendix.

USCIS has authority to naturalize certain Service members based upon their military service under the provisions of sections 328 and 329 of the INA, 8 U.S.C. §§ 1439 and 1440.

The National Defense Authorization Acts (NDAAs) for Fiscal Years 2018, 2020, and 2022 contained provisions directing DoD to provide information about naturalization to noncitizen Service members and facilitate access to naturalization for noncitizen Service members. See NDAAs for Fiscal Year 2022, Title V, Sec. 523, Pub. L. No. 117-81, 135 Stat. 1541; NDAAs for Fiscal Year 2020, Title V, Sec. 570D, Pub. L. No. 116-92, 133 Stat. 1198; NDAAs for Fiscal Year 2018, Title V, Sec. 530, Pub. L. No. 115-91, 131 Stat. 1283.

Specifically, the NDAAs for Fiscal Year 2022 directed the Secretary of each Military Department to make regulations to ensure that noncitizen military recruits receive notice of their options for naturalization upon enlistment, and directed the Secretary of Homeland Security, in coordination with the Secretary of Defense, to provide noncitizen members of the armed forces with notice of their options for naturalization upon separation. See NDAAs for Fiscal Year 2022, Title V, Sec. 523, Pub. L. No. 117-81, 135 Stat. 1541. The NDAAs for Fiscal Year 2020 required the Secretary of Defense to modify DD Form 2648, "Pre-separation Counseling Checklist," to contain a specific question for members of the armed forces to request information regarding their immigration status and expedited naturalization. See NDAAs for Fiscal Year 2020, Title V, Sec. 570D, Pub. L. No. 116-92, 133 Stat. 1198. The NDAAs for Fiscal Year 2018 required the Secretary of Defense to ensure that lawful permanent resident members of the armed forces are informed of the availability of naturalization through service in the armed forces and that resources are available to assist members to navigate the application and naturalization process. See NDAAs for Fiscal Year 2018, Title V, Sec. 530, Pub. L. No. 115-91, 131 Stat. 1283.

The information sharing and enhanced cooperation among the Parties to this Agreement is authorized pursuant to, and/or complies with, the provisions of the following, as applicable:

- A. 5 U.S.C., Section 552a, The Privacy Act of 1974, as amended
- B. 8 U.S.C., Section 1373
- C. P.L. 114-126, The Judicial Redress Act of 2015 (JRA) (not applicable to DoD)
 - Attorney General Order No. 3824-2017, "Judicial Redress Act of 2015; Attorney General Designations," 82 Fed. Reg. 7860 (Jan. 23, 2017)
 - Attorney General Order No. 4381-2019, "Judicial Redress Act of 2015; Attorney General Designations," 84 Fed. Reg. 3493 (Feb. 12, 2019)
- D. 5 U.S.C., Section 552, Freedom of Information Act (FOIA)
- E. National Institutes of Standards and Technology SP 800-47, Rev. 1, "Security Guide for Interconnecting Information Technology Systems"

- F. Office of Management and Budget (OMB) Circular A-130, "Managing Information as Strategic Resource"
- G. OMB Memorandum M-17-12, "Preparing for and Responding to a Breach of Personally Identifiable Information"
- H. Confidentiality and nondisclosure requirements in the INA, U.S.C., and Code of Federal Regulations (CFR):
- 8 U.S.C. 1160(b)(5), (6); INA 210(b)(5), (6); 8 CFR 210.2(e) [SAW]
 - 8 U.S.C. 1186A(c)(4); INA 216(c)(4) [battered spouse/child]
 - 8 U.S.C. 1202(f); INA 222(f) [Department of State records regarding issuance or refusal of immigrant visas]
 - 8 U.S.C. 1254a(c)(6); INA 244(c)(6); 8 CFR 244.16 [Temporary Protected Status]
 - 8 U.S.C. 1255A(c)(4), (5); INA 245A (c)(4), (5); 8 CFR 245a.2(t), 245a.3(n), 245a.21 [legalization]
 - 8 U.S.C. 1304(b); INA 264(b) [alien registration]
 - 8 U.S.C. 1367 (a)(2), (b), (c), (d) [VAWA/T/U]
 - Section 508 of the Juvenile Justice and Delinquency Prevention Act of 1974, 18 U.S.C. § 5038
 - Section 107(c)(1)(C) of Trafficking Victims Protection Act of 2000, Pub. L. 106-386 [trafficking victims/ "T" visas] (codified at 8 U.S.C. 1367) [Ts, Us]
 - 8 CFR 208.6 and 1208.6 [asylum and withholding of removal applicants]
 - 8 CFR 236.6 [information regarding pre-order detainees]
 - 8 CFR 244.16 and 1244.16 [Temporary Protected Status confidentiality]
 - 8 CFR 241.5 [information regarding post-order detainees]
 - 8 CFR 1003.46 [information subject to IJ protective order]
 - Asylum Confidentiality, "Disclosure to Third Parties" applied as a matter of DHS policy to refugee information, 8 CFR § 208.6
- I. DHS privacy policy guidance and requirements issued (as updated) by the DHS Chief Privacy Officer and published on the Privacy Office website, including but not limited to:
- DHS Privacy Policy and Compliance Directive 047-01 (July 7, 2011)
 - DHS Directives System Directive Number: 262-16 Revision Number: 00, DHS Privacy Policy Regarding Collection, Use, Retention, and Dissemination of Personally Identifiable Information (May 4, 2022)
 - Privacy Policy Guidance Memorandum 2011-01, "Privacy Act Amendment Requests" (February 11, 2011)
 - Privacy Policy Guidance Memorandum 2008-01, "The Fair Information Practice Principles: Framework for Privacy Policy at the Department of Homeland Security" (December 29, 2008)
 - Privacy Incident Handling Guidance (December 4, 2017)
 - Memorandum from DHS Secretary Michael Chertoff, "DHS Policy for Internal Information Exchange and Sharing," (February 1, 2007)
- J. DoD privacy policy guidance and requirements, including but not limited to:
- DoD Instruction 5400.11, "DoD Privacy and Civil Liberties Programs," January 29, 2019, as amended
 - DoD 5400.11-R, "Department of Defense Privacy Program," May 14, 2007
 - DoD Manual 5400.11, "DoD Privacy and Civil Liberties Programs: Breach Preparedness and Response Plan," May 6, 2021

APPENDIX C – PRIVACY SAFEGUARDS, RESTRICTIONS ON DISCLOSURE, AND RECORD RETENTION

A. Privacy Safeguards and Restriction on Disclosure

In accordance with DHS/USCIS and DoD standards, the Parties agree to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this Agreement against loss, theft, or misuse; unauthorized access; and improper disclosure, copying, use, modification, or deletion. To the extent that information exchanged pursuant to this Agreement is subject to the Privacy Act, 5 U.S.C. § 552a, and/or JRA, Pub. L. 114–126, the Parties agree to comply with all provisions of the Privacy Act and the JRA, including, as appropriate, disclosure to Authorized Users² who have an official need to know and only for uses that are consistent with the stated purposes under this Agreement, and in accordance with applicable laws and routine uses set forth in the Parties' Systems of Record Notices³. Personally identifiable information (PII) will only be disclosed to authorized users with a need to know and only for uses that are consistent with the stated purposes under this Agreement and for which the information was originally collected. Any access requests made by a member of the public to one Party for information provided by the other Party shall be referred to the originating Party for appropriate handling and response.

Pursuant to DHS policy, DHS adheres to the Fair Information Practice Principles for information pertaining to individuals afforded protections under the Privacy Act as well as disclosures of information pertaining to individuals not afforded the protections of the Privacy Act as a matter of law.

1. USCIS will transfer, store, and control the information shared under this Agreement in compliance with the privacy and security requirements of USCIS. Likewise, DoD will transfer, store, and control the information shared under this Agreement in compliance with the privacy and secure requirements of DoD. Access to the records exchanged and any records created by the exchange will be stored in an area safe from access by unauthorized personnel at all times, and when not in use.
2. USCIS authorized users will have role-based access to DoD data contained in USCIS's secure data platform; DoD Authorized Users will have role-based access to USCIS and DoD data contained in DoD's secure data platform. The Parties will advise all personnel with access to the information shared under this Agreement of the confidential nature of the information and that safeguards are required to protect the information.

² Authorized Users are individuals, including employees and contract personnel, who serve in roles which possess valid mission related needs for access to systems, data, or information and who may lawfully access such systems, data, or information.

³ DHS/USCIS-007 Benefits Information System, 84 Fed. Reg. (October 10, 2019); DHS/USCIS/ICE/CBP-001 Alien File, Index, and National File Tracking System of Records, 82 Fed. Reg. 43556 (September 18, 2017).

3. Information exchanged pursuant to this Agreement shall be provided to authorized users, including authorized employees and/or contractors of the Parties to this Agreement.
4. All authorized users with access to the information referenced in this Agreement in USCIS and DoD will be appropriately trained regarding the proper handling of the information shared under this Agreement under each Party's respective policies and proper care of the information systems to ensure the overall safeguarding and security of the information. Each Party's staff and contractors must complete annual data security training. USCIS and DoD will ensure that each agency's employees and contractors with access to any of the information have completed privacy training, which includes information on applicable laws, regulations, and policies related to information privacy and security, as well as on immigration-specific confidentiality protections as required. Privacy training compliance will be reported when new users request access to systems. USCIS and DoD, in coordination with their legal and privacy oversight offices, will establish any necessary joint training requirements and certification processes to ensure sensitive information is properly handled and safeguarded.
5. The Parties will conduct annual privacy and security audits to ensure compliance with the privacy and security requirements set forth in this Agreement in accordance with their own audit procedures and policies, and both Parties agree to inform each other of the results of such audits. The Parties may also accept the results of internal agency audits (such as Inspector General audits) conducted in lieu of an audit under this section to the extent that such audits address compliance with requirements of this Agreement.

B. Limitations on Use and Disclosure of Information

1. Neither Party to this Agreement may disclose information obtained pursuant to this Agreement to other organizations or entities outside of the respective Departments not set forth in this Agreement without prior written consent from the other Parties of this Agreement. Information exchanged pursuant to this Agreement may be shared with authorized employees or contractors of the respective Departments that possess a valid mission need for the information.
2. Access requests pursuant to the Privacy Act, FOIA, or JRA, or that are being requested in furtherance of administrative or judicial proceeding, shall be referred to the Party who maintains the requested information. The Parties agree to consult on the disclosure of any information containing joint information.

C. Retention and Destruction of Identifiable Records

USCIS and DoD will retain any records containing information exchanged pursuant to this Agreement in accordance with the Parties' respective Federal Records Retention Schedule (44 U.S.C. § 3303a). When the information is no longer required by USCIS or

DoD, the respective Parties will destroy all electronic data from their systems by overwriting the logical storage location and all user addressable locations, block erasing, and/or cryptographically erasing the data as well as all paper records that they have in their possession in accordance with applicable National Archives and Records Administration approved retention schedules. USCIS and DoD will certify in writing, as appropriate, the destruction of all electronic and paper records associated with the Agreement. Notification will be sent to the USCIS Records Officer at uscisrecordsofficer@uscis.dhs.gov and for DoD, please refer to the POC list for the respective Military Service on pages 7 and 8 of this MOU.

D. Correction and Redress

PII shared and maintained under this Agreement shall, to the extent feasible, be as accurate, complete, and up-to-date as necessary for the purposes identified in this Agreement. The Parties shall cooperate with each other in this regard. Each Party will, in a timely manner, take appropriate action with regard to any request made by the other Party for additions, changes, deletions, or corrections of PII. Each Party will, in a timely manner, notify the other Party via email of any data errors that it may discover. DoD will make such notifications to USCIS through the local USCIS field office. USCIS will make such notifications to DoD; please refer to the POC list for respective Military Service on pages 7 and 8 of this MOU. Each Party agrees that upon receiving notification from the other Party that information contained in its databases or files is deemed erroneous, to the extent that it is possible to locate that information, the Party will correct such erroneous information.

E. Reporting Requirements for Incidents and Breaches of PII

1. The Parties will safeguard the privacy, security, confidentiality, integrity, and availability of the connected systems and the information they store, process, and transmit. The Parties agree that privacy or security incidents and/or breach responses will be conducted pursuant to OMB Memorandum M-17-12, "Preparing for and Responding to the Breach of Personally Identifiable Information," (January 3, 2017)⁴ and by the Parties' incident and/or breach policies and response plans. Each Party agrees to notify each other within one (1) hour of any actual or suspected incident and/or breach of any information shared pursuant to this Agreement, through their POCs, by phone and e-mail, including those that result in unauthorized access, use, or disclosure of any information shared under this Agreement. (See Appendix B for POC information.) Contact information will be updated, as required, through written notification to the other Party. Notification must also be made to the United States Computer Emergency Readiness Team within one hour of reaching the agency's top-

⁴ An *incident* is defined as "an occurrence that (1) actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or (2) constitutes a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies." OMB Mem. M-17-12. A *breach* is defined as "the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses personally identifiable information or (2) an authorized user accesses or potentially accesses personally identifiable information for an other than authorized purpose." *Id.*

level Computer Security Incident Response Team, Security Operations Center, or information technology department, the appropriate systems security contact, and the Party's privacy office.

2. In the event of a privacy incident or breach arising from this Agreement, the Party experiencing the breach will consult the other Party to diagnose, investigate, mitigate, and manage the privacy incident or breach. DoD will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident or breach if the instance occurred at DoD. USCIS will be responsible for carrying out all necessary measures to remedy the effects of the privacy incident or breach if the instance occurred at USCIS.