

MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEFENSE ADVANCED RESEARCH PROJECTS AGENCY AND
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT

I. PURPOSE

This Memorandum of Understanding (MOU) between the Defense Advanced Research Projects Agency (DARPA) and the U.S. Immigration and Customs Enforcement (ICE) establishes general areas of understanding for collaboration on the DARPA XDATA, Memex, and other relevant DARPA programs.

II. BACKGROUND

The DARPA XDATA program has been developing computational techniques and software tools for analyzing large volumes of data, both semi-structured (e.g., tabular, relational, categorical, meta-data, and spreadsheets) and unstructured (e.g., text documents and message traffic) that have practical applications in law enforcement investigations and intelligence analysis.

DARPA intends to benefit under this MOU through opportunities to develop, validate, and provide to ICE cutting-edge technology using ICE data and problem sets. ICE intends to benefit from the expert advice of DARPA by improving its large-volume data processing operations and obtaining any software tools developed by DARPA that address ICE requirements.

III. AUTHORITY

A. ICE is entering into this MOU under its authorities, including:

1. 6 U.S.C. § 112 (b) (2), the Homeland Security Act of 2002;
2. Executive Order 12333, "United States Intelligence Activities;"
3. Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information To Protect Americans;"
4. 8 U.S.C. § 1103(a) (4), 8 U.S.C. § 1357 (a);
5. U.S. Intelligence Community Guidance, Strategic Intent for Information Sharing; and
6. Memorandum of Understanding Between the Intelligence Community, Federal Law Enforcement Agencies, and the Department of Homeland Security Concerning Information Sharing, signed March 4, 2003.

B. DARPA is entering into this MOU under its authorities, including:

1. Title 10, U.S.C. § 2358 (b)(4), Research and Development Projects;
2. Department of Defense (DoD) Instruction 4000.19, "Support Agreements," April 25, 2013; and
3. DoD Directive 5134.10, "Defense Advanced Research Projects Agency (DARPA)," May 7, 2013.

IV. PROPOSED EFFORT/OBJECTIVES

The objective of this MOU is to memorialize the intent of DARPA and ICE to enhance and expand collaboration in ways that are mutually beneficial to both participants. DARPA's objective is to develop highly scalable processing and visualization technologies that can be rapidly customized to the mission-specific needs of ICE end users. ICE's objective is to find ways to improve its processes for managing and utilizing rapidly growing volumes of data in furtherance of its law enforcement mission.

The proposed activities under this MOU involve: DARPA providing expert advice, including any software tools that DARPA may develop, applied to the data and problem sets; and ICE providing problems sets, user/agent input, and data to DARPA for the development and validation of technology in XDATA and other relevant programs.

Based on the success of cooperation under this MOU, DARPA may, consistent with DoD policy, transition technologies to ICE.

This MOU does not involve or authorize intelligence or counterintelligence activities as defined by DoD 5240.1-R, "Activities of DoD Intelligence Components that Affect United States Persons" (December 1982).

This MOU does not involve or authorize human subject research as defined by 32 C.F.R. Part 219 and DoD Instruction 3216.02, "Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research" (November 8, 2011).

DARPA is a research and development organization and, as such, any tools that result from DARPA activities cannot be certified as error-free for purposes of criminal or civil cases. DARPA expressly disclaims any liability for any consequence regarding the use of the information gleaned from any DARPA tools.

All data and problem sets ICE may provide under this MOU are ICE records or information. Unless agreed to in writing by both participants, no ICE data or problem sets should be retained by DARPA outside the scope of this MOU. All data provided by ICE to DARPA under this MOU should be used only to support one or more of the stated objectives of this MOU and should not be disclosed to any person outside DARPA without the prior written permission of ICE. All ICE records held by DARPA

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must be purged from DARPA systems within 30 days at the request of ICE, the conclusion of the development effort, or the termination of the MOU unless otherwise determined by both participants.

V. RESPONSIBILITIES

A. DARPA intends to:

1. Develop the technology per direction from its relevant program managers and engage its program staff for interactions with ICE employees.
2. Comply with the protection of all ICE data and information provided at the necessary classification and privacy levels, while retaining compliance with DoD policies.
3. At the request of ICE, provide expert advice, including any software tools that DARPA may employ, on specific problem sets and ongoing cases that may arise during the DARPA-ICE interaction of research and technology development.
4. Comply with both DoD and ICE policies on matters of privacy.
5. Provide ICE any licensing agreements or user terms associated with DARPA-developed software prior to delivery and implementation to ensure the terms are agreeable to ICE.

B. ICE intends to:

1. Determine what data and problem sets are provided and engage relevant staff for necessary discussions. Should ICE locate and identify third party data to be provided with DARPA, ICE intends to contact the original owner of said data and obtain consent prior to transmitting the data to DARPA.
2. Provide an addendum to this MOU for each data set to be provided to DARPA. This document may contain but is not limited to:
 - a. The source of information to be provided;
 - b. ICE's authority to provide the information;
 - c. The technical details and manner of data transmission for the data;
 - d. Special handling protocols; and
 - e. Privacy and data security requirements.
3. Provide requirements for and evaluation of the technologies, at various stages of technology development, and provide feedback for further technology refinement.

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4. Request in writing to DARPA, during the course of research and development, any expert advice, including any software tools that DARPA may employ, on processing data relevant to problem sets and ongoing cases.

VI. POINTS OF CONTACT

A. DARPA: (b)(6)

B. ICE: (b)(6)

VII. MILESTONES

A. During the technology development, ICE and DARPA may conduct routine meetings.

B. Intermediate technology evaluations should be quarterly, where appropriate staff from both participants may be involved.

C. Every 18 months, DARPA and ICE should conduct an evaluation of ongoing interactions.

VIII. SECURITY

This program will be protected under the guidance and oversight of the DARPA Security and Intelligence Directorate (SID). Depending on the data and context, several levels of classification are expected in this DARPA-ICE interaction: Unclassified, Unclassified Law Enforcement Sensitive, and Secret. Any classified material or data provided will be accompanied with the respective security classification guide. From DARPA, the SID unit supporting the Information Innovation Office will be responsible.

Where classified data is involved, both participants shall ensure that persons allowed access to classified data will possess a valid and appropriate security clearance, have executed an appropriate non-disclosure agreement, and have a valid need to know the information.

DARPA POC will ensure that ICE is notified when it revokes access privileges under this MOU of authorized DARPA personnel, including but not limited to revocations of access privileges associated with routine personnel actions such as retirement or other changes in employment status; and revocations of access privileges associated with nonroutine disciplinary action.

DARPA intends to notify ICE immediately if DARPA imposes sanctions upon any authorized DARPA personnel or discovers any unauthorized use of or access to ICE information, whether by authorized DARPA personnel or otherwise.

IX. PUBLIC RELEASE OF INFORMATION

A. Any proposed public release of information about this collaboration shall be coordinated by DARPA and ICE, and no release shall occur without the concurrence of both parties

B. Information in the custody of DARPA obtained from any data file pursuant to this MOU should be deemed to constitute a record under the control of ICE for purposes of the:

1. Freedom of Information Act (FOIA), 5 U.S.C. § 552
2. Privacy Act, 5 U.S.C. § 552a


X. REIMBURSEMENT PROVISIONS

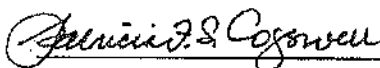
There are no reimbursement provisions within this MOU. Both participants agree to bear their own costs, subject to the availability of funds, associated with implementation of this MOU.

XI. EFFECTIVE DATE, DURATION, AND TERMINATION

The effective date of the MOU is the date of the last signature of approval. It is the intent of the participants that this MOU should have a duration period of 5 years. Only the authorized signatories to this MOU, or their successors, can approve changes to or the termination of this MOU. It is the intent of the participants that any changes to the MOU be made in writing. Either participant may terminate this MOU at any time by written notification to the other participant, provided such written notification is preceded by consultation between the signatories to the MOU. In the event of early termination, DARPA and ICE will negotiate the disposition of data and problem sets, tangible assets, and liabilities.

XII. APPROVAL

 4/12/15
Daniel M. Kaufman Date
Director
Information Innovation Office
Defense Advanced Research Projects Agency

 4/14/2015
Patricia F. S. Cogswell Date
Assistant Director/Key Intelligence Officer
Office of Intelligence
U.S. Immigration and Customs Enforcement