

Appendix A  
System Flow Chart  
**COMPUTER MATCHING AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
THE U.S. DEPARTMENT OF EDUCATION  
CREDIT ALERT VERIFICATION REPORTING SYSTEM (CAIVRS)**

**I. PURPOSE AND LEGAL AUTHORITY**

A. Purpose

This Computer Matching Agreement (CMA or Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Education (ED) (the Parties) sets forth the terms and conditions governing disclosures of records, information, or data (collectively referred to herein as “data”) made by ED to HUD. This data is obtained by ED and pertains to delinquent debt that individuals owe the Federal Government. The purpose of its transmittal is to update the Credit Alert Verification Reporting System (CAIVRS), which is a computer information system maintained by HUD. The terms and conditions of this Agreement ensure that ED makes such disclosures of data, and that HUD uses such disclosed data, in accordance with the requirements of the Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act (CMPPA) of 1988, 5 U.S.C. § 552a.

The objective of CAIVRS is to give participating federal agencies and authorized private lenders acting on the government’s behalf, access to a database of delinquent federal debtors for the purpose of pre-screening the credit worthiness of applicants for federal direct loans and federally guaranteed loans. The CAIVRS debtor file contains the Social Security numbers (SSNs) and other records pertaining to individuals with delinquent federal debt, as provided by HUD and additional federal agencies, including ED, the Department of Veterans Affairs (VA), the Department of Agriculture (USDA), the Small Business Administration (SBA), and the Department of Justice (DOJ).

ED will submit its debtor information files to HUD for the purpose of supplementing the data provided by HUD and other participating federal agencies into CAIVRS. The submitted data will be surveyed for the purpose of determining whether an applicant has any delinquent federal debt.

B. Legal Authority

ED’s authority to disclose data and HUD’s authority to collect, maintain, and use data protected under ED Privacy Act Systems of Records Notices (SORNs) for specified purposes is:

- The Privacy Act of 1974 (5 U.S.C. § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988 (Pub. L. 100-503) and the Computer Matching and Privacy Protection Amendments of 1990 (Pub. L. 101-508) (Privacy Act);

- The Office of Management and Budget (OMB) Final Guidance Interpreting the Provisions of Public Law 100-503, the Computer Matching and Privacy Protection Act of 1988 (54 FR 25818, June 19, 1989);
- The OMB Circular A-130, Appendix I, 65 FR 77677 (December 12, 2000);
- The OMB Circular A-129, Policies for Federal Credit Program and Non-Tax Receivables (Revised January 2013);
- The Debt Collection Act of 1982, Pub. L. 97-365 (5 U.S.C. § 5514; 31 U.S.C. § 3701 et. seq.), as amended;
- The Debt Collection Improvement Act of 1996, Pub. L. 104-134 (5 U.S.C. § 5514; 31 U.S.C. § 3701 et. seq.);
- The Deficit Reduction Act of 1984, Section 2653 of Pub. L. 98-369 (26 U.S.C. § 6402; 31 U.S.C. § 3720a; and § 3721);
- The Federal Credit Reform Act of 1990 (2 U.S.C. § 661 et. seq.), as amended;
- The Federal Debt Collection Procedures Act of 1990, Pub. L. 101-647 (28 U.S.C. § 3001 et. seq.);
- The Chief Financial Officers Act of 1990, Pub. L. 101-576 (31 U.S.C. § 901 et. seq.), as amended;
- The Cash Management Improvement Act of 1990 (CMIA), Pub. L. 101-453, as amended by the Cash Management Improvement Act of 1992, Pub. L. 102-589;
- Executive Order 8248, “Establishing the divisions of the Executive Office of the President and defining their functions and duties,” Sept. 8, 1939;
- The Federal Information Security Management Act of 2002 (FISMA) (44 U.S.C. § 3541, et seq.), as amended, and related National Institute of Standards and Technology (NIST) guidelines, which provide the requirements that the Federal Government must follow with regard to use, treatment, and safeguarding of data; and
- Pre-existing common law authority to charge interest on debts and to offset payments to collect debts administratively (31 U.S.C. §§ 3701, 3711-3720E).

## **II. JUSTIFICATION AND EXPECTED RESULTS**

### **A. Justification**

The computer matching process set forth in this Agreement is the most efficient, economical, and effective method of performing comparative data analysis to determine applicants’ eligibility for loan services provided, or guaranteed by federal agencies participating in CAIVRS. This Agreement reflects proactive efforts to detect fraud and prevent misuse of federal housing programs, and meets the requirements for information sharing set forth in OMB Circular A-129, which requires federal agencies to comply with the Privacy Act when collecting, maintaining, and disclosing data belonging to individuals, for the purposes of managing loan applications and related documents.

### **B. Expected Results**

HUD expects the use of CAIVRS will allow HUD to better monitor its credit programs and to reduce the extension of credit to individuals with outstanding delinquent federal debt. The CAIVRS cost-benefit analysis is attached to this Agreement, for additional details.

ED expects that its participation in CAIVRS will ensure borrowers with delinquent federal student loan debts are denied credit by other federal agencies and make arrangements to repay their delinquent federal student loan debt.

### **III. DESCRIPTION OF RECORDS TO BE MATCHED**

#### **A. System of Records Involved**

ED SORN used for purposes of the subject data exchanges includes:

- 18-11-16 - Common Services for Borrowers (as revised in 79 Fed. Reg. 54685, September 12, 2014)

HUD SORNs used for purposes of the subject data exchanges include:

- HUD/SFH-01 – Single Family Default Monitoring System, SFDMS, F42D (72 Fed. Reg. 65350 November 20, 2007; routine uses updated 77 Fed. Reg. 41993 July 17, 2012)

SFDMS maintains data on mortgages that are 90 or more days delinquent. The Mortgagee or Servicer must submit a Monthly Delinquent Loan Report (HUD-92068-A) to HUD on a monthly basis until the mortgage is paid off by all Mortgagees, terminated, or deleted. Mortgagees and Servicers provide default data to HUD through either the Electronic Data Interchange (EDI) or using the Internet via FHA Connection, through which the data is sorted, prescreened, key-entered, edited, and otherwise processed. Reports are then generated for HUD Headquarters and Field Offices review.

- HSNG.SF/HWAA.02 – Single Family Insurance System - Claims Subsystem, CLAIMS, A43C (79 Fed. Reg. 10825 February 26, 2014)

CLAIMS provides automated receipt, tracking and processing of submitted forms HUD-27011, Single Family Application for Insurance Benefits. CLAIMS also provides online update and inquiry capability to Single Family Insurance and Claims databases, and to cumulative history files. Claim payments are made by Electronic Funds Transfer (EFT) via an HDS platform (IBM mainframe/Treasury interface) on a daily basis.

#### **B. Number of Records**

The number of records for each program covered under this Agreement is equal to the number of delinquent federal debtors. The CAIVRS database contains the SSNs of approximately 3.7 million individuals of which 2.2 million represent the total from ED, and identifies over 83,098 authorized private lending institutions. These numbers will fluctuate during the term of this Agreement, corresponding to the number of debtors added to, or deleted from, the databases of participating federal agencies.

Individual federal agency statistics are located on the CAIVRS website at:  
<https://entp.hud.gov/caivrs/public/home.html>.

#### **C. Data Elements**

Data elements disclosed in computer matching governed by this Agreement are Personally Identifiable Information (PII) from the specified ED system of record. The data elements supplied by ED to CAIVRS are the following:

- Borrower ID Number - SSN, Employer Identification Number (EIN) or Taxpayer Identification Number (TIN) of the individual debtor on a delinquent federal direct loan or federally-guaranteed loan.
- Case Number - A reference number issued by the reporting agency for the delinquent federal direct loan or federally guaranteed loan.
- Agency Code - A code assigned to the reporting agency.
- Type Code - A code that indicates the cause of the delinquent federal debt – claim, default, foreclosure, or judgment.
- Borrower ID Type - A code that indicates whether the Borrower ID Number is an SSN, EIN, or TIN.

#### **IV. COMPUTER MATCH PROCESSING**

A. HUD's responsibilities shall be as follows:

- Provide electronic capability for receipt and update of the ED records via a Secure File Transfer Protocol (SFTP), which resides on HUD's secure network. All encryption must be compliant with Federal Information Processing Standard (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules;
- Assure by proper certification that due process required under the Debt Collection Act of 1982 (Pub. L. 97-365), as amended by section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134), the Privacy Act, and HUD program rules, is given to HUD borrowers prior to the inclusion of their data in the CAIVRS system;
- Ensure the availability of the online system for the purpose of prescreening of loan applicants by prospective lenders and approvers of loan guarantees;
- Maintain the integrity of all data in CAIVRS by updating the database with the data sets provided by participating federal agencies, including HUD and ED, by the Saturday following the 5th working day of each month;
- Ensure the secure processing of all ED data placed into CAIVRS, and restrict system updates and access to those data processing and program staff on a need-to-know basis;
- Take appropriate action to secure the submissions of HUD and ED data, including: all data in CAIVRS, ED data in transit to CAIVRS, electronic files in storage at the processing location, and output products from CAIVRS;
- Restrict HUD's usage of data transmitted from ED to participating agency officials and approved lending institutions for prescreening applicants for federal direct loans or federally guaranteed loans;

- Provide HUD points of contact in charge of handling routine inquiries pertaining to HUD data;
- Provide ED with a single liaison at HUD, for matters relating to CAIVRS automation;
- In the event that the current Agreement lapses, work promptly with ED to remove inaccurate or outdated information from CAIVRS; and
- Establish an appropriate mechanism with ED governing the reimbursement of costs for the system operation.

B. ED's responsibilities shall be as follows:

- Place ED records onto HUD's secure file transfer protocol (SFTP) server with the unique user identification code (user ID) and password assigned for data transfers (all encryption must be compliant with FIPS 140-2), in accordance with the current Interconnection Security Agreement between ED and HUD.
- Assure by proper certification that due process required under the Debt Collection Act of 1982 (Pub. L. 97-365), as amended by section 31001 of the Debt Collection Improvement Act of 1996 (Pub. L. 104-134), the Privacy Act, and ED program rules, is given to each borrower prior to submitting data for inclusion in CAIVRS;
- Update ED data in an accurate and timely manner, in order to transfer ED data to HUD by the updating deadline HUD set for CAIVRS. Borrower files are to be transferred monthly, and will be processed on the Saturday following the 5th working day of each month. The files will be replaced in total to include both new and corrected data;
- Provide points of contact at ED to handle routine inquiries concerning ED data;
- Ensure that only authorized ED staff and contractors are permitted to use the CAIVRS data;
- Ensure that the CAIVRS data is used solely for the purpose of prescreening applicants for federal direct loans or federally guaranteed loans—any other use must be subject to a separate written agreement between HUD and ED;
- Coordinate ED's internal consolidated transmission and update of all debtors and related data; and
- Provide HUD with a single liaison for matters relating to CAIVRS automation.

## **V. EXPENSES OF EACH PARTY**

Each Party to the CMA shall bear its own expenses in connection with damages, attorney fees, or other litigation cost arising from ED's failure to maintain data in an accurate or timely manner, or because of the misuse of any data by ED or ED's authorized users.

Such expenses shall be apportioned between the Parties according to the degree of fault borne by each Party in the cause giving rise to the damages, attorney fees, or other litigation costs. Neither Party shall be liable to, or on behalf of, the other Party for such expenses. In the event HUD is found liable for damages, attorney's fees, or other litigation cost because of inaccurate data from ED, the resulting judgment will be referred to the Judgment Fund of the United States Treasury for payment.

## **VI. NOTICE AND OPPORTUNITY TO CONTEST PROCEDURES**

### **A. Notice to Applicants for Federal Direct Loans and Federally Guaranteed Loans**

HUD and ED will provide such notice through appropriate language printed on application forms or separate handouts.

HUD will notify individuals at the time of application for a HUD/FHA mortgage that any data they provide are subject to verification through computer matching with CAIVRS participating federal agencies.

ED will notify individuals at the time of application for Title IV, Higher Education Act (HEA) Federal student loans that as part of the application process, ED may disclose information from that application to other federal agencies under a published "routine use," without the applicants' consent, as permitted by law.

HUD and ED published a notice concerning routine use disclosures in the Federal Register to inform individuals that a computer match may be performed to determine a loan applicant's credit status with the Federal Government. The Privacy Act requires that a copy of each CMA entered into with a recipient agency shall be available upon request by the public.

### **B. Opportunity to Contest**

HUD and ED will not terminate, suspend, reduce, deny, or take other adverse action against an applicant for or recipient of federally funded or guaranteed loans based on data disclosed by ED from its SORNs until the individual is notified in writing of the potential adverse action, and provided an opportunity to contest the planned action. "Adverse action" means any action resulting in a termination, suspension, reduction, or final denial of eligibility, payment, or benefit.

HUD and ED authorized users agree to provide such notices in writing, and that such notice will:

1. Inform the individual of the match findings and the opportunity to contest these findings;

2. Give the individual an opportunity to submit, within 30 days, to HUD and/or ED, documentation to contest the findings and proposed actions prior to making a final determination. The time period begins on the date on which notice is mailed or otherwise provided to the individual to respond; and
3. Clearly state that, unless the individual responds to the notice in the required time period, the CAIVRS data will be presumed correct and the threatened action or adjustment to the individual's benefit or entitlement will be effectuated.

To enable rapid response and resolution, authorized CAIVRS users will be provided HUD and ED telephone numbers to call in the event of a dispute. HUD and/or ED will respond to these calls as soon as reasonably possible, and when requested, in writing.

## **VII. RECORDS ACCURACY ASSESSMENT AND VERIFICATION PROCEDURES**

- A. ED will be responsible for ensuring that ED data is current and accurate at the time it is provided to the automated system.
- B. Authorized CAIVRS users may not deny, terminate, or make a final decision to deny or terminate any loan assistance to an individual or take other adverse action against such individual as the result of the ED information derived from this matching program until an officer or employee of such agency has independently verified such information.
- C. This independent verification includes: (1) comparing automated data with manual files to verify applicant identification, (2) analyzing the confirmed information, (3) determining the period or periods when the individual actually owed the debt, and (4) contacting the specified ED collection office for additional information before denying credit based on judgment data received from CAIVRS.
- D. Denial of benefits will not be predicated on the result of an initial data match between HUD and ED systems. Denial of benefits will be made upon a secondary validation made by a federal employee or designated contractor validating the insurance transaction information in HUD's system, which carries the final underwriting determination.
- E. Individuals and users with questions regarding their data shall be referred to the federal agency that provided the data to CAIVRS. Accordingly, matches based on data that CAIVRS finds initially provided by HUD shall be handled by HUD's Single Family Housing - Home Mortgage Insurance Division. Matches based on data that CAIVRS finds initially provided by ED shall be handled by ED Federal Student Aid Default Division.

## **VIII. DISPOSITION AND RECORDS RETENTION OF MATCHED ITEMS**

- A. The data maintained in CAIVRS is updated monthly by participating agencies, and is, therefore, current to within the month prior to update. CAIVRS provides only the match of interagency data. Further research as to the actual disposition of a match is completed at the source of the information. HUD will retain data it receives from ED under this Agreement only for the processing times required for the applicable federally funded benefit programs to verify data through CAIVRS, and will then destroy all such data.
- B. Information generated through the match will be destroyed as soon as follow-up processing from the match has been completed unless the information is required for evidentiary reasons, in which case it will be destroyed upon completion of the criminal, civil, or administrative actions and cases.
- C. HUD will retire its data in accordance with the Federal Records Retention Schedule (44 U.S.C. § 3303a).

## **IX. DATA PRIVACY AND SECURITY PROCEDURES**

- A. General Safeguarding of Individual Data:

HUD and ED will comply with the existing and future requirements set forth by the Privacy Act of 1974 (5 U.S.C. § 552a(o)), as amended, the Federal Information Security Management Act (FISMA), 44 U.S.C. §§ 3541-3549, related OMB circulars and memoranda such as Circular A-130, Management of Federal Information Resources (Nov. 28, 2000), 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 Regulations (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 PII used in federal agency business processes, as well as related reporting requirements.

Specifically, 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. HUD and ED are responsible for oversight and compliance of their contractors and agents.

General security requirements include, but are not limited to, the following:

- Data must be protected at the Moderate system certification criticality level.
- All systems involved in the match have completed the security authorization process within the last three (3) years, using the required NIST guidance, and have an authorization to operate with the appropriate signatures.
- Electronic files are encrypted using the FIPS 140-2 standard and, where practicable, are interoperable with ED's personal identity verification logical access control card (PIV LAC) for Government Employees and support contractors authorized to have an HSPD-12 card.

- All systems involved in this match participate in a continuous monitoring program.

Each user of CAIVRS is issued a user ID that is used to access the system. The actions of each federal employee or designated contractor are subject to tracking and auditing. It is the responsibility of the user's supervisor to ensure HUD is notified when a user has departed or duties have changed such that the user no longer needs access to the system, to ensure timely deletion of the user's account.

#### B. Incident Reporting:

HUD and ED agree to report and track incidents in accordance with the most current, final version of NIST Special Publication 800-53. Upon detection of an incident related to this interconnection, the agency experiencing the incident will promptly notify the other agency's System Security Contact(s) named in paragraph XVII of this agreement. HUD will promptly notify the following ED groups simultaneously:

- Debt Management Collection System's (DMCS) Primary Representative;
- ED Chief Information Security Officer; and
- The DMCS Information System Security Officer (ISSO).

If the federal agency experiencing the incident is unable to speak with the other federal agency's System Security Contacts within one (1) hour, or if contacting the System Security Contact is not practical (e.g., outside of normal business hours), then the following contact information shall be used:

- HUD - HITS Helpdesk: (888) 297-8689
- ED - EDSOC@ed.gov

If either HUD or ED experience a loss of PII provided under the terms of this Agreement, the federal agency that experienced the loss will also comply with the PII breach reporting and security requirements set forth by OMB M-06-19, "Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security into IT Investments" (July 12, 2006), and OMB M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information" (May 22, 2007).

ED and HUD also agree to notify all the Security Contact(s) named in this Agreement (and for ED, the primary representative as well) as soon as possible, but no later than forty-five (45) minutes, after the discovery of a breach (or suspected breach) involving PII. The agency that experienced the incident will also be responsible for following its internal established procedures, including:

- Notifying the proper organizations (e.g., United States Computer Emergency Readiness Team (US-CERT), the Information Systems Security Officer, and other contacts listed in this document);

- Conducting a breach and risk analysis, and making a determination of the need for notice and/or remediation to individuals affected by the loss; and
- Providing such notice and credit monitoring, at no cost to the other agency, if the analysis conducted by the agency having experienced the loss incident indicates that individual notice and credit monitoring are appropriate.

C. Administrative Safeguards:

HUD and ED will restrict access to the data matched, and to any data created by the 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, HUD and ED will advise all personnel with access to the data matched, and to any data created by the match of the confidential nature of the data and the safeguards required to protect the data. HUD and ED will also notify such authorized users of the civil and criminal sanctions for noncompliance contained in the applicable federal laws.

D. Technical Safeguards:

HUD and ED 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.

Systems personnel will be required to enter personal identification numbers when accessing data on the agencies' systems. HUD and ED will strictly limit authorized users' access to only those electronic data areas necessary for the authorized users to perform their official duties. All data in transit will be encrypted using algorithms that meet the requirements of FIPS 140-2.

Authorized users of the CAIVRS database are identified by User ID and password, and are individually tracked to safeguard against the unauthorized access and use of the system.

**X. RECORDS USAGE, DUPLICATION, AND REDISCLOSURE RESTRICTIONS**

Absent additional statutory authorization, the records obtained for the administration of CAIVRS, and under the terms of this Agreement, will be used for the express purpose of matching and for no other purpose. Participating agencies, including HUD and ED, will not extract information concerning individuals who are neither applicant for, nor recipients of, federal direct loans or federally guaranteed loans for any purposes. HUD and ED will not use the data derivatively, or disclose the data internally or externally, without the written consent of all Parties to this Agreement.

- A. Files exchanged will not be duplicated except for technical reasons (e.g., if the original file becomes damaged, or for back-up contingency purposes).

- B. HUD and ED will restrict access to the data disclosed by ED and other participating federal agencies to only those authorized users who need such data to perform their official duties in connection with the purposes identified in this Agreement.
- C. HUD will not duplicate or create a separate file consisting of information regarding those individuals involved in the specific matching programs, except as necessary to monitor the results of the matching program.
- D. HUD employees, contractors, and agents who access, use, or disclose ED data in a manner or purpose not authorized by this Agreement may be subject to civil and criminal sanctions pursuant to applicable federal statutes.

**XI. RECORDS ACCURACY ASSESSMENTS**

- A. HUD and ED agree to take all reasonable steps to ensure that the information they respectively provide to CAIVRS is accurate to the degree that it will reasonably assure fairness in determinations made on the basis of the records. The Parties further agree that the information provided does not conclusively establish the individual's liability, fault, or guilt in the matter of the status of their loan. Instead, the data match indicates that further examination may be warranted. CAIVRS users should contact the appropriate ED collection office for additional information before denying credit based on judgment data received from CAIVRS.
- B. Out of all the inquiries made to date against the CAIVRS system, HUD has found that corrections to the database were necessary in less than four percent of instances. In such instances, the corrections were based on either erroneous initial data entry or update requests submitted by individuals contesting the outcome of a prescreening. Because the vast majority of these corrections are for the latter case, and do not represent data errors, HUD is confident that the accuracy level of the data provided to the system is greater than 96 percent.

**XII. COMPTROLLER GENERAL ACCESS**

By agreeing to this matching Agreement, HUD and ED authorize the Comptroller General of the United States (the Government Accountability Office) to have access to all of the records that the Comptroller General deems necessary to monitor or verify compliance with this Agreement in accordance with 5 U.S.C. § 552a(o)(1)(K). This Agreement also authorizes the Comptroller General to inspect any records used in the matching program that are covered by this Agreement.

**XIII. OFFICE OF INSPECTOR GENERAL ACCESS**

By agreeing to this matching Agreement, HUD and ED authorize their respective Offices of Inspector General to use results from data match conducted under CAIVRS, for investigation, audit, or evaluation matters pursuant to the Inspector General Act of 1978, as amended.

#### **XIV. COST REIMBURSEMENT**

- A. ED will reimburse HUD for costs of the CAIVRS system, including software development, operations, file maintenance, equipment lease or purchase, computer and staff time. These costs shall be prorated based on ED's participation and system access pursuant to an interagency agreement signed by authorized contracting officials within HUD and ED.
- B. Formulas

Each participating agency's share is determined by a two-fold formula based on each agency's actual participation in CAIVRS, applied against the contractual costs to maintain and enhance the system. The formulas are as follows:

- The percentage of the annual cost of the activity for which the agency is responsible is equal to the number of inquiries made to the CAIVRS database on behalf of each agency, divided by the total number of inquiries made; and
- The percentage of the annual cost of data storage for which the agency is responsible is equal to the number of records each agency has in the CAIVRS database, divided by the total number of records in the CAIVRS database.

#### **XV. DATA INTEGRITY BOARD REVIEW AND APPROVAL**

HUD and ED Data Integrity Boards (DIBs) will review and approve this Agreement prior to the implementation of this matching program. Disapproval by the DIBs may be appealed to the Director of the Office of Management and Budget (OMB) in accordance with the provisions of the Computer Matching and Privacy Protection Act of 1988, as amended. Further, the DIBs will review this matching program annually.

The Parties to this Agreement agree to notify the chairs of the HUD and ED DIBs of any changes to, or termination of, this Agreement. This Agreement may be modified only by mutual consent of both Parties and approval of the respective DIBs. Any modifications must be in writing and satisfy the requirements of the Privacy Act and the requirements set forth in OMB Guidelines on the Conduct of Matching Programs, 54 FR 25818 (June 19, 1989).

#### **XVI. DURATION, MODIFICATION, AND TERMINATION OF THIS AGREEMENT**

- A. Effective Date of the Agreement

This Agreement shall become effective, and matching may commence, under this Agreement on the later of the following dates:

- Thirty (30) days after notice of the matching program described in this CMA has been published in the Federal Register, or

- Forty (40) days after a report concerning this CMA is transmitted simultaneously to the Committee on Homeland Security and Governmental Affairs of the Senate, the Committee on Oversight and Government Reform of the U.S. House of Representatives according to 5 U.S.C. § 552a(o)(2)(A)(i), and to OMB, unless OMB waives 10 days of this 40-day period for compelling reasons, in which case 30 days after transmission of the report to OMB and Congress.

The Parties to this Agreement may assume OMB and Congressional concurrence if no comments are received within forty (40) days of the date of the transmittal letter of the Report of the Matching Program. The parties may assume public concurrence if no comment is received within thirty (30) days of the date of the publication of the Notice of Matching Program. This Agreement shall remain in effect for a period not to exceed eighteen (18) months.

#### B. Renewal of the Agreement

This Agreement may be extended for one twelve (12) month period upon mutual agreement by both Parties, if the renewal occurs within three (3) months of the expiration date of this Agreement. Renewals are subject to the requirements of the Privacy Act, including certification by the Parties to the responsible DIB (as described in Section XV of this Agreement) that:

- The matching program will be conducted without change, and
- The matching program has been conducted in compliance with the original Agreement pursuant to 5 U.S.C. §552a (o)(2)(D).

#### C. Termination of the Agreement

This Agreement shall terminate when the purpose of the computer match has been accomplished, or after eighteen (18) months from the effective date of this Agreement without notice from either party (whichever comes first).

This Agreement may also be terminated, nullified, or voided by either HUD or ED, if:

- Either Party violates the terms of this Agreement; or
- HUD or its authorized users misuse or improperly handle the data provided by ED; or
- The Parties mutually agree to terminate this Agreement prior to its expiration after 18 months; or
- Either Party provides the other with 30 days written notice.