

**MEMORANDUM OF UNDERSTANDING BETWEEN  
OHIO SECRETARY OF STATE  
AND  
UNITED STATES DEPARTMENT OF JUSTICE**

**I. PARTIES**

This Memorandum of Understanding (“MOU”) is entered into by and among the Ohio Secretary of State (“SOS”) and the United States Department of Justice, National Fraud Enforcement Division (“Fraud Division”) (collectively, the “Parties”).

**II. RECITALS**

WHEREAS, the SOS is committed to protecting Ohio businesses, consumers, and the integrity of the state’s business registration system;

WHEREAS, fraud, financial crimes, identity theft, business impersonation, money laundering, and related criminal activities cause substantial harm to individuals, businesses, governmental institutions, and the public;

WHEREAS, individuals and organizations engaged in fraudulent activities frequently misuse business entities, business registration filings, and related public records to conceal identities, facilitate unlawful transactions, or otherwise advance criminal schemes;

WHEREAS, the SOS maintains official business entity records and other publicly available information that may assist law enforcement agencies in detecting, investigating, disrupting, and preventing fraudulent activity;

WHEREAS, the SOS supports lawful efforts to combat fraud and recognizes the value of collaboration among federal, state, and local governmental agencies in protecting the public from financial and business-related crimes;

WHEREAS, the Fraud Division and participating law enforcement agencies have responsibilities for identifying fraud, financial crimes, organized criminal activity, and other violations of law for investigation and prosecution;

WHEREAS, effective fraud detection and prevention depend upon timely access to accurate information, interagency coordination, and the responsible sharing of publicly available data;

WHEREAS, the Parties recognize that the sharing of publicly available business entity information, including information contained in Ohio business filings and biennial reports, may enhance the ability of law enforcement agencies to identify suspicious activity, verify business ownership and control, detect patterns of fraud, and support investigative efforts;

WHEREAS, the Parties share a common interest in safeguarding the integrity of business registrations, promoting public trust in governmental institutions, protecting consumers and legitimate businesses, and reducing opportunities for fraudulent conduct;

WHEREAS, the Parties desire to establish a cooperative framework through which publicly available information may be shared and utilized in support of the Fraud Division and other authorized fraud prevention, detection, and law enforcement initiatives;

NOW, THEREFORE, the Parties enter into this MOU as follows:

### III. PURPOSE

- A. The purpose of this MOU is to establish a framework for the sharing and use of publicly available business entity data maintained by the SOS to support fraud prevention, fraud detection, criminal investigations, financial crime analysis, and related law enforcement activities, including support of the Fraud Division and affiliated fraud detection initiatives.
- B. This MOU is executed in accordance with Executive Order 14395 (Establishing the Task Force to Eliminate Fraud) and the investigative mandates of the Fraud Division.
- C. The Parties recognize that timely access to accurate business registration information may assist law enforcement agencies in identifying fraudulent business activity, detecting organized fraud schemes, verifying business ownership and control, and protecting the public from financial crimes.

### IV. AUTHORITY

- A. Pursuant to Chapter 111 of the Ohio Revised Code, the Ohio Secretary of State Chapter 111 of the Ohio Revised Code, the SOS is charged with receiving, processing, and maintaining official business entity filings.
- B. The Fraud Division identifies, investigates, and prosecutes fraud affecting the Federal government, Federally funded programs, and private citizens under 5 U.S.C. § 301; 28 U.S.C. §§ 509, 510, 515-519, 535; and Executive Order 14395.
- C. This MOU is entered into pursuant to the respective legal authorities of the Parties. Nothing in this MOU shall be construed to expand or limit any statutory, regulatory, or constitutional authority of any Party.

### V. DATA TO BE SHARED

- A. Secretary of State Data

Subject to applicable law and technical feasibility, the SOS may provide access to publicly available business records and related information maintained by the Office, including but not limited

to that available in SOS Corporation Data Files, which includes business registration and filing information for the following business entity types:

1. For-profit corporations;
2. Non-profit corporations;
3. Foreign corporations;
4. Foreign name registrations;
5. Business trusts;
6. Real estate trusts;
7. Churches;
8. Fictitious names;
9. Trade names;
10. Domestic and foreign limited liability companies;
11. Limited liability partnerships;
12. Limited partnerships;
13. Foreign limited partnerships;
14. Trademarks;
15. Service marks;
16. Marks of ownership; and
17. Name reservations.

Business registration and filing information includes:

1. Business name and type;
2. Registration number;
3. Business status information;
4. Periodic and biennial reports;
5. Historical filing records;
6. To the extent collected, registered agent information, principal office, shareholder, partner, officer, manager, or authorized representative information contained in filings; and
7. Other publicly available data elements mutually agreed upon by the Parties, as delineated in a separate Technical Implementation Annex or Service Level Agreement.

See Appendix A, Corporation Data Files, for a description of the Corporation Data Files that are available from the SOS's Business Services Division.

#### B. Ohio Form 520 Data

The Parties acknowledge that Ohio Form 520 is the official Biennial Report required for domestic (Ohio) Professional Associations and domestic or foreign Limited Liability Partnerships (LLPs). Information obtained from Form 520 may include, to the extent publicly available:

1. Business entity identifying information;
2. Chief executive office address;
3. Officer, partner, or authorized representative for partnerships;

4. Filing and receipt dates; and
5. Other data elements contained within the form that are authorized for disclosure under applicable law as delineated in a separate Technical Implementation Annex or Service Level Agreement.

### C. Additional Data Elements

The Parties may supplement this MOU through written addenda identifying additional publicly available datasets, data fields, transmission methods, or technical specifications.

## VI. PERMITTED USES

Information shared under this MOU shall be used to identify, audit, evaluate, investigate, and prosecute fraud, financial crimes, organized criminal activity, and other violations of law; or uses otherwise compatible with the purposes of this MOU. The shared data will not be used for data-matching programs subject to the 5 U.S.C. 552(a)(o), The Computer Matching Privacy and Protection Act, unless an applicable statutory exemption applies, such as to aid a Federal Office of the Inspector General in combatting fraud in taxpayer funded programs.

## VII. DATA ACCESS AND TRANSMISSION

The Parties shall collaborate to establish secure and efficient mechanisms for data sharing, which may include the use of periodic data extracts through file transfer protocols, and other mutually agreed technical solutions. Any transmission solution will be in compliance with applicable laws, regulations, and standards set by the National Institute of Standard and Technology (NIST). The technical parameters, automation schedules, data ingestion schemas, and transmission frequencies shall be formalized in a separate Technical Implementation Annex or Service Level Agreement.

## VIII. DATA SECURITY

Each Party shall implement reasonable administrative, technical, and physical safeguards to protect data shared under this MOU from unauthorized access, disclosure, alteration, or misuse. The Fraud Division will appropriately safeguard SOS data pursuant to NIST standards and Department of Justice policies. Information submitted by SOS will be safeguarded and handled as For Official Use Only (FOUO) by the Fraud Division. The information will be handled in accordance with this designation as required by applicable law and U.S. Department of Justice guidelines unless SOS designates it differently in a separate Technical Implementation Annex or Service Level Agreement. Access shall be limited to authorized personnel with a demonstrated need to know and appropriate training.

## IX. PUBLIC RECORDS AND CONFIDENTIALITY

The Parties acknowledge that the data contemplated under this MOU consists primarily of information that is publicly available under Ohio law.

Nothing in this MOU shall:

1. Require the disclosure of information exempt from disclosure under applicable law;
2. Alter the public records obligations of any Party;
3. Create a confidentiality designation for records that are otherwise public; or
4. Authorize disclosure of restricted information not otherwise permitted by law.

If any Party receives a request for records originating from another Party, the receiving Party may notify the originating Party when appropriate and permitted by law.

The Fraud Division will only retain SOS data for as long as necessary to carry out the purposes detailed in this MOU. When SOS data is incorporated or becomes a Federal record, the Fraud Division will dispose of the records in accordance with the applicable National Archives and Records Administration (NARA) General Records Schedule(s) or NARA-approved agency-specific records retention schedule(s).

#### X. DATA ACCURACY

The SOS provides information as maintained in its official records and makes no warranty regarding completeness, accuracy, timeliness, or fitness for any particular investigative purpose. The Fraud Division remains responsible for independently validating information before taking investigative, regulatory, or enforcement action.

#### XI. LOSS OF DATA PROTOCOLS

If the Fraud Division experiences an incident involving the loss of control or breach (as defined in OMB Memorandum M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017) of Personally Identifiable Information provided by SOS under the terms of this agreement, the Fraud Division will follow the incident reporting guidelines issued by OMB, including OMB M-17-12. In addition, the Fraud Division will notify SOS's Data Breach Contact by phone and email within one day upon a confirmed loss or breach of PII. Breach response protocols will be detailed fully in a separate Technical Implementation Annex or Service Level Agreement.

#### XII. COSTS

This agreement is not intended, nor shall be construed, to require an obligation or commitment of funds, nor is it a basis for transfer of funds, in violation of the Antideficiency Act, 31 U.S.C. §§ 1341-1519. Unless otherwise agreed in writing, each Party shall bear its own costs associated with implementing and administering this MOU. Any future cost-sharing arrangements shall be documented through separate written agreements.

#### XIII. POINTS OF CONTACT AND DISPUTE RESOLUTION

Each Party shall designate one or more representatives responsible for operational coordination, technical implementation, and issue resolution. Representatives and dispute resolution procedures will be recorded in a separate Technical Implementation Annex or Service Level Agreement.

XIV. TERM AND TERMINATION

This MOU shall become effective upon the date of the last signature and shall remain in effect for one (1) year unless terminated earlier. Any Party may withdraw from this MOU upon thirty (30) days' written notice to the other Parties. Termination shall not affect obligations arising prior to termination.

XV. NO PRIVATE RIGHTS

This MOU is intended solely to facilitate cooperation among governmental entities. Nothing in this MOU may be construed to create or confer any right or benefit, of any kind, either substantive or procedural, that may be enforceable by any third party against the Parties, the United States, or the officers, employees, agents, or associated personnel thereof. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any Party from administering or enforcing any laws within its authority or jurisdiction.

XVI. AMENDMENTS

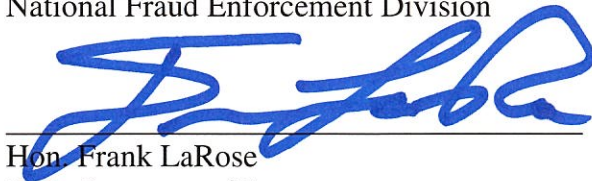
This MOU may be amended only by written agreement signed by authorized representatives of the Parties.

XVII. SIGNATURES


**By signing my name below, I affirm that I am authorized to obligate my agency or office in a Memorandum of Understanding for the purposes herein above stated.**



Colin M. McDonald  
Assistant Attorney General, U.S. Department of Justice  
National Fraud Enforcement Division

  
Date

Hon. Frank LaRose  
Ohio Secretary of State

  
Date