

**ARRANGEMENT
BETWEEN
THE MINISTRY OF SECURITY AND JUSTICE
OF
THE GOVERNMENT OF
THE NETHERLANDS
AND
THE TERRORIST SCREENING CENTER
OF
THE UNITED STATES OF AMERICA
FOR THE EXCHANGE OF
TERRORISM SCREENING INFORMATION**

Preamble

The Ministry of Security and Justice of the Government of the Netherlands and the Terrorist Screening Center of the United States of America (TSC) (hereinafter referred to collectively as “the Participants”);

Having determined that their joint efforts to prevent and address international terrorism should include cooperation in the timely identification of individuals known or suspected to be, or to have been, involved in activities constituting, in preparation for, in aid of, or related to terrorism and terrorist activities, including the sharing of screening information concerning known or suspected terrorists, and

Desiring to establish appropriate procedures for exchange of terrorism screening information in order to strengthen the ability of the Participants to protect against acts of terrorism,

Have reached the following understanding to guide their cooperation in the sharing and use of terrorism screening information:

Section I

Definitions

For purposes of this Arrangement, the following definitions apply:

1. “Background information” means additional information beyond terrorism screening information about known or suspected terrorists.

2. “Correcting information” means any information that is intended to correct a misidentification of a person as a known or suspected terrorist or any other error in data provided under the Arrangement.
3. “Need to know” means that an authorized holder of information has concluded that a prospective recipient requires access to specific information in order to perform or assist in a lawful and authorized governmental function related to the purposes of this Arrangement.
4. “Providing Participant” means, with regard to information that is or may be provided under this Arrangement, either the TSC or the Ministry of Security and Justice, as the case may be.
5. “Receiving Participant” means, with regard to information that is or may be received under this Arrangement, either the TSC or the Ministry of Security and Justice, as the case may be.
6. “Relevant Agency” means any intelligence, law enforcement, diplomatic, immigration, military, public security or other authorized governmental agency combating terrorism by identification of known or suspected terrorists that may have officials who have access to information provided under this Arrangement or that may be asked, in the event of an encounter as described in Section IV, to provide additional information or take other actions to assist in accomplishing the stated purposes of this Arrangement as set forth in the Preamble.
7. “Terrorism screening information” means unclassified identifying information about individuals who are known or suspected terrorists.

Section II

Scope of Information Exchange

1. The Participants intend to provide each other terrorism screening information in accordance with the purpose and provisions of this Arrangement, as set forth in Appendix A, which is an integral part of this Arrangement. The information described in Appendix A is to be provided subject to each Participant’s domestic laws and regulations.
2. Terrorism screening information provided under this Arrangement should, at a minimum, include the individual’s full name and date(s) of birth. Passport or other identity document number(s), and, current and former nationality/citizenship also should be provided, if known and permitted by domestic law. Any other available identifying information (including

identifying biometric information, e.g. fingerprints/photographs) may be provided as permitted by domestic law and at the discretion of the Providing Participant.

3. Nothing in this Arrangement is intended to restrict either Participant or its Relevant Agencies from requesting or exchanging classified information or data through other existing agreements or arrangements.

Section III

Information Exchange Procedures

1. For purposes of implementing this Arrangement the points of contact are, for the United States, an official of the TSC and for the Netherlands, an official of the Ministry of Security and Justice. The identity and contact information for these points of contact and for other individuals responsible for handling encounter, technical, and redress matters arising under this Arrangement is set forth in Appendix B, which is an integral part of this Arrangement.

2. The TSC and the Ministry of Security and Justice intend to implement this Arrangement not later than 90 days after the commencement date of this Arrangement, in accordance with the process and schedule in Appendix A. Each Providing Participant should update that information on a regular basis.

3. The TSC intends to make regular updates (including corrections) to its terrorism screening information. If the Providing Participant becomes aware that information it provided under this Arrangement is inaccurate, the said Participant is to advise the Receiving Participant as soon as practicable and provide correcting information.

Section IV

Procedures for Encounters

The procedures to be followed in the event that the Receiving Participant or a Relevant Agency of its government encounters an individual who is a potential match to terrorism screening information from the Providing Participant are set forth in Appendix A.

Section V

Use and Protection of Information

Use of Information

1. The Receiving Participant is expected to use the most current terrorism screening information it receives from the other Participant under this Arrangement to conduct terrorism-related screening. The Providing Participant, whether the TSC or the Government of the Netherlands, understands that mere submission of terrorism information for inclusion in its database does not deprive individuals of their rights.

Accuracy of Information

2. The Receiving Participant is expected expeditiously to update its records (i.e., correct, modify or delete) once it receives correcting information from the other Participant or otherwise becomes aware that a correction, modification, or deletion is needed. The information submitted by the Providing Participant is to be corrected or removed immediately upon request. Each Participant understands that it should not use or rely upon information that has been received under this Arrangement when it has been superseded by new information, or in the event that participation under this Arrangement is discontinued, except as provided in Paragraph 12, below.

Protection from Disclosure

3. A Receiving Participant is expected to limit access to information it receives from the Providing Participant under this Arrangement solely to its personnel and personnel of Relevant Agencies of its government on a need to know basis. Unless the Providing Participant provides written consent, any other disclosure of information received under this Arrangement is expected to be prohibited to the maximum extent permitted by domestic law, including:

- a. use in any legal or administrative proceeding or process, any judicial or quasi-judicial process, or in any process that could result in public disclosure;
- b. disclosure to a third- party foreign government;
- c. disclosure to an international organization;
- d. disclosure to private parties, including the subject of terrorism screening information; and

- e. disclosure of any information regarding whether or not an individual is the subject of terrorism screening information provided under this Arrangement.
4. Any reproduction, dissemination, or communication of any information provided by the Participants under this Arrangement, other than name, date of birth, passport number, passport country of origin, or current and former citizenship/nationality, should be accompanied by a statement describing the use and disclosure restrictions set forth in Paragraph 3.
 5. Requests for consent to a disclosure that is otherwise prohibited under this Arrangement should be made under the following procedures: if the Receiving Participant is interested in disclosing any terrorism screening information provided under this Arrangement, including in any legal or administrative proceeding or process, any judicial or quasi-judicial process, and/or in any process that could result in public disclosure, the Receiving Participant or Relevant Agencies of its government should first contact the Providing Participant through the point of contact, which should endeavor to obtain permission from the Relevant Agency that originated the information.
 6. The Receiving Participant is expected to protect information received under this Arrangement from public disclosure or disclosure to the individual to the maximum extent permitted by its domestic law.
 7. The Participants consider the use and protection of information provisions of this Arrangement to be critical to the effective functioning of this Arrangement. The Participants should use their best efforts to ensure that these and the other provisions of this Arrangement are understood by their officials and officials of Relevant Agencies within their governments and followed fully and consistently.
 8. Any ambiguity or question should be resolved in favor of protecting the information and should be the subject of consultations between the Participants. In the event that a Participant does not carry out its commitments regarding the use and protection of information obtained under this Arrangement, the other Participant may cease participation in this Arrangement pursuant to Section IX, Paragraph 4.

Security of Information

9. Each Participant is expected to use appropriate electronic and physical security safeguards to control access to information obtained under this

Arrangement, and at all times to store such information in a secure electronic storage system in accordance with its domestic law.

Oversight and Monitoring

10. Each Participant is expected to monitor its respective implementation of the provisions of this Arrangement pertaining to the protection of information and to communicate with the other, as appropriate, regarding protection and security issues.

11. Each Participant is expected to ensure that all personnel with access to information obtained under this Arrangement are trained in the safeguards required to protect the information. Each Participant is expected to keep a record of the individuals who are permitted access to the information provided by the other Participant and to report to the other Participant any attempts to gain inappropriate access to or inappropriately use or disclose information provided by the other.

12. Each Participant is expected to keep an audit record as to when information obtained under this Arrangement was received, how long such information was held, and how it was used, and should make such information available to the Providing Participant, if requested.

13. In the event that either Participant ceases participation under this Arrangement, each Participant is expected to destroy all information obtained under this Arrangement, to the extent practicable, unless otherwise decided by the Participants in writing or unless such destruction would be contrary to a Participant's record retention requirements. Nothing in this paragraph, however, is intended to prohibit the Receiving Participant or Relevant Agencies thereof from retaining records of any encounters of individuals identified in terrorism screening information provided by the Providing Participant. Each Participant is expected to use the most stringent procedures that are in place for the disposal of sensitive personal and/or national security information.

Redress

14. Each Participant is expected to have or to establish procedures for individuals to register complaints related to screening to assist in resolving possible mis-identifications, in accordance with the procedures in Appendix A.

Section VI

Consultation

The Participants should consult regularly through their points of contact to promote the most effective implementation of this Arrangement and to settle disputes, as necessary.

Section VII

Relationship to Domestic Laws and Other Arrangements

1. The provisions of this Arrangement are subject to each Participant's domestic laws and regulations. They are not intended to prejudice or restrict any agreement or arrangement between the Participants or their governments, including agreements or arrangements related to law enforcement, exchange of information, or counterterrorism efforts.

Section VIII

Modification of the Arrangement

This Arrangement and Appendix A may be modified by the written consent of the Participants. Each Participant may update Appendix B by written notification to the other Participant.

Section IX

Final Provisions

1. Participation under this Arrangement commences on signature by both Participants.
2. Nothing in this Arrangement is intended to be legally binding on the Participants.
3. Nothing in this Arrangement is intended to provide a private right of action.
4. Either Participant may cease participation in this Arrangement at any time by giving written notice to the other Participant. All understandings with respect to the use and disclosure of all information received under this Arrangement are intended to survive the Participants' discontinued participation in this Arrangement.

Signed at _____, this _____ day of _____ 2012, in the English language.

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