

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONSUMER FINANCIAL PROTECTION BUREAU  
AND  
THE FEDERAL DEPOSIT INSURANCE CORPORATION**

Pursuant to Section V.1 of the Memorandum of Understanding By and Between the Consumer Financial Protection Bureau and the Federal Deposit Insurance Corporation (*MOU*), the Federal Deposit Insurance Corporation and the Bureau of Consumer Financial Protection hereby reaffirm their commitment to be bound by and comply with the terms of the MOU for 120 days after the designated transfer date under section 1062 of Title X of the Wall Street Reform and Consumer Protection Act (Dodd-Frank Act). The sharing of information under the MOU, including in subparagraphs (B) and (C) of section 1022(c)(6) of the Dodd Frank Act, may therefore continue until November 18, 2011 unless and until the parties amend the MOU pursuant to Section V.3 or any party gives written notice of its intent to terminate the MOU pursuant to Section V.1.

FOR THE U.S. DEPARTMENT OF  
THE TREASURY  
acting on behalf of  
THE BUREAU OF CONSUMER  
FINANCIAL PROTECTION

FOR THE FEDERAL DEPOSIT  
INSURANCE CORPORATION

(b)(6)  
By: \_\_\_\_\_

(b)(6)  
By: \_\_\_\_\_

George W. Madison  
General Counsel

Michael H. Krimminger  
General Counsel

Date: 7/15/11

Date: July 19, 2011

(b)(6)  
By: \_\_\_\_\_

Sylvia Plunkett  
Senior Deputy Director  
Division of Depositor & Consumer  
Protection

Date: 7/19/2011

**MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
THE CONSUMER FINANCIAL PROTECTION BUREAU  
AND  
THE FEDERAL DEPOSIT INSURANCE CORPORATION**

**I. Introduction and Purpose**

This Memorandum of Understanding (*MOU*) is entered into between the Bureau of Consumer Financial Protection (*Bureau*) and the Federal Deposit Insurance Corporation (*FDIC*). Title X of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub. L. No. 111-203) (*the Dodd-Frank Act or Act*) establishes the Bureau, an independent bureau with authority to regulate the offering and provision of consumer financial products or services under Federal consumer financial law as set forth in the Dodd-Frank Act.

The Act mandates that the Bureau have access to confidential reports of examination or financial condition of insured depository institutions upon reasonable assurances of confidentiality (12 U.S.C. §5512(c)(6)(B)(i)). The Act also authorizes the FDIC to provide, in its discretion, other reports and confidential supervisory information regarding insured depository institutions to the Bureau (12 U.S.C. §5512(c)(6)(B)(ii)). This MOU sets forth the agreement between the Bureau and the FDIC, (collectively, *the Agencies or the Parties*), with respect to their sharing, consistent with the foregoing and with the FDIC's disclosure regulations at 12 C.F.R. Part 309, of non-public information in connection with their responsibilities related to or affecting the establishment of the Bureau. The Parties intend to negotiate a subsequent MOU, or modify or confirm this MOU to address information sharing that may occur subsequent to the designated transfer date under section 1062 of the Act.

The parties agree that the provisions of this MOU relating to the treatment of consumer complaints received by the Bureau from the public (as defined in section II, paragraph 2) may be amended or superseded by a separate agreement, as the parties may later establish.

**II. Information Sharing**

1. To the extent the providing Agency (*the Provider*) deems appropriate and necessary to permit the Agencies to fulfill their respective responsibilities related to or affecting the establishment of the Bureau, including setting up the Bureau and preparing for the transfer of certain consumer financial protection functions to the Bureau (*“the Bureau-related provisions”*), the Provider may, in its discretion, and consistent with any applicable disclosure regulations, share information, such as personnel information and other Non-public Information (as defined in this MOU), in any form or media (including oral), with the other Agency (*the Recipient*).

2. With respect to examination-related information shared pursuant to this MOU, all such information that is provided may be used by the Recipient only for the purposes of planning, developing, enhancing, or conducting its or the Bureau's supervisory, enforcement, or regulatory activities, if any.
3. After the "designated transfer date" under section 1062 of the Act, information provided to the Bureau by the FDIC under this MOU shall continue to be agency records of the FDIC and Non-public Information under this MOU, unless on a timely basis, the FDIC designates the record as including information that relates only to functions transferred from the FDIC to the Bureau, in which case information so designated will become agency records of the Bureau and no longer Non-public Information under this MOU. The Bureau will adopt rules providing for the confidential treatment of its agency records as appropriate.
4. To facilitate the planning and preparation for the establishment and performance of the Bureau's supervisory and enforcement functions and to assure that no interruption in supervision occurs as a result of the transfer of supervisory functions from the FDIC to the Bureau, the FDIC will provide to the Bureau as soon as possible prior to the designated transfer date copies of records related to supervisory or enforcement functions to be transferred from the FDIC to the Bureau. Such records shall include those that contain information relating to a covered person or service provider subject to the Bureau's supervision under the Dodd-Frank Act and the FDIC's assessment of the manner in which such institutions are managing the risks and benefits associated with their business operations. As soon as practicable after the execution of this agreement, the Bureau and the FDIC shall establish a schedule for the provision of such records to the Bureau prior to the designated transfer date. Copies of records related to such supervisory or enforcement functions shall be provided to the extent that the FDIC, in consultation with the Bureau, as appropriate, deems they are records necessary for the Bureau's use in planning or preparation for the establishment and performance of its supervisory or enforcement functions. After the designated transfer date, the FDIC shall timely provide to the Bureau copies of records related to other functions transferred from the FDIC to the Bureau to the extent that the FDIC, in consultation with the Bureau, as appropriate, deems they are records necessary for the Bureau's use in its performance or support of such other functions. The parties agree to cooperate and coordinate on the media and format of such copies of records, as well as the process for providing such copies to the Bureau, in order to maintain the accuracy and integrity of the records and promote the efficient use of resources of the agencies.

### **III. Permissible Uses and Confidentiality**

The Parties agree as follows:

1. All Non-public Information provided by the Provider to the Recipient remains the property of the Provider, except as provided above. This MOU is not intended to and

does not alter, waive, or compromise the discretion of the Provider to determine the information it will share under this MOU.

2. Except as permitted by this MOU, Non-public Information may not be disclosed to any person not employed by the Recipient or any entity other than the Recipient without the prior written permission of the Provider, which shall not be unreasonably withheld.
3. The Recipient agrees to establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of the Non-public Information provided pursuant to this MOU, as well as any information derived therefrom. These safeguards include:

- (i) restricting access to the Non-public Information obtained pursuant to this MOU to only those of its officers, employees, contractors, and agents who have a *bona fide* need for such information in carrying out the responsibilities of the Recipient in connection with the Bureau-related provisions of the Dodd-Frank Act;

- (ii) informing those persons who are provided access to such Non-public Information of their responsibilities under this MOU;

- (iii) establishing appropriate physical safeguards for maintaining the confidentiality of the Non-public Information; and,

- (v) to the extent that the Non-public Information is personally identifiable information or is information subject to the Privacy Act of 1974, 5 U.S.C. § 552a, ensuring that the Non-public Information is also protected as required by the Privacy Act and the applicable information security standards, including but not limited to National Institute of Standards and Technology, Special Publication 800-122 "Guide to Protecting the Confidentiality of Personally Identifiable Information."

4. Unless prohibited by law or otherwise provided in this MOU, the Recipient shall:

- (i) promptly notify the Provider in writing of any legally enforceable demand or request for Non-public Information of the Provider (including but not limited to, a subpoena, court order, request pursuant to the Freedom of Information Act, or a request by the U.S. Government Accountability Office); if the request involves Non-public Information of the Provider provide a copy of the request or demand to the Provider for its consideration and advise the requester of such action;

- (ii) provide the Provider a reasonable opportunity to respond to the demand or request; and assert all such reasonable and appropriate legal exemptions or privileges that the Provider may request be asserted on its behalf;

(iii) consent to application by the Provider to intervene in any related action for the purpose of asserting and preserving any claims of confidentiality with respect to the Provider's Non-public Information; and

(iv) not grant the demand or request for the Provider's Non-public Information or furnish it to any third party, or make public any of the information or any information derived therefrom, without the prior written approval of the Provider.

5. Nothing in this MOU shall prevent a party from complying with a legally valid and enforceable subpoena, or order of a court of competent jurisdiction that compels production of the Provider's Non-public Information or, if compliance is deemed compulsory, a request or demand from a duly authorized committee of the United States Senate or House of Representatives. To the extent permitted by law, the Recipient will advise the Provider of such a request, demand, or order as promptly as is reasonably possible and consult with the Provider on the response before complying with the request, demand, or order. Recipient shall use its best efforts to ensure that the requestor secures an appropriate protective order or, if the requestor is a legislative body, use its best efforts to obtain the commitment or agreement of the legislative body that it will maintain the confidentiality of the information.
6. The Parties agree that sharing of Non-public Information pursuant to this MOU will not constitute public disclosure and is not intended to constitute a waiver of confidentiality or of any applicable privileges, including the bank examination privilege, nor does such sharing waive or alter any provisions of any applicable laws relating to Non-public Information. The Parties expressly reserve all evidentiary privileges and immunities applicable to the information shared under this MOU.

#### **IV. Definitions**

"Non-public information" means information not generally available to the public, including confidential supervisory information and personally identifiable information relating to any individual. Non-public Information shall not include any complaint, inquiry, or allegation regarding any financial product or service submitted to the Bureau in any form by an individual consumer (*consumer complaint*) and which the Bureau provides to the FDIC.

"Provider" or "Recipient" means any party to this MOU that provides or receives Non-public Information.

#### **V. General Terms**

1. This MOU is effective upon the signature by representatives of the Parties and remains effective until either party provides written notice of its intent to terminate this MOU or until the designated transfer date. The sharing of information under this MOU between the FDIC and the Bureau may continue after the designated transfer

date if the FDIC and the Bureau reaffirm, in writing, their commitment to be bound by and to comply with the terms of this MOU.

2. Following the termination of this MOU, all Non-public Information provided pursuant to this MOU shall remain confidential and will continue to be protected as set forth in this MOU.
3. The Parties to the MOU may from time to time amend this MOU in writing and such amendments, when executed by both Parties, shall then become a part of the MOU.
4. This MOU contains the entire and exclusive agreement of the Parties with respect to its subject matter.
5. This MOU may be executed in separate counterparts, each of which when executed and delivered shall be deemed an original, and all of which taken together shall constitute one and the same MOU.
6. As soon as practicable after execution of this MOU, each party will advise the other of the name, title, and contact information, including addresses, email addresses, and telephone and fax numbers, for the appropriate official(s) to contact for purposes of notices and exchanges of information. This contact information will be updated as appropriate.

FOR THE U.S. DEPARTMENT  
 OF THE TREASURY  
 acting on behalf of  
 THE BUREAU OF CONSUMER  
 FINANCIAL PROTECTION

By (b)(6)  
 \_\_\_\_\_  
 George Madison  
 General Counsel  
 Department of Treasury

Date: 4/22/11

FOR THE FEDERAL DEPOSIT  
 INSURANCE CORPORATION

By (b)(6)  
 \_\_\_\_\_  
 Michael H. Krimminger  
 General Counsel

Date: 4/28/2011

By (b)(6)  
 \_\_\_\_\_  
 Sylvia Plunkett  
 Senior Deputy Director  
 Division of Depositor & Consumer  
 Protection

Date: 4/28/11