U.S. Department of Housing and Urban Development

Memorandum of Understanding (MOU)

U.S. Department of Housing and Urban Development
## Revisions Record

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1. INTRODUCTION
The purpose of the Memorandum of Understanding (MOU) is to establish an agreement between the U.S. Department of Housing and Urban Development (HUD) and Vendor or PHA regarding the development, management, operation, and security of a connection between Salesforce, owned by HUD, and system, owned by Vendor or PHA. This MOU will memorialize the relationship between HUD and Vendor or PHA, including designated managerial and technical staff, in the absence of a common management authority.

2. SUPERCEDES
(None or This Memorandum of Understanding (MOU) supersedes and replaces any previous MOUs made between the parties for the purposes described above.)

3. AUTHORITIES
The authority for this MOU is based on HUD’s Information Technology Security Policy Handbook 2400.25 Rev. 5.0 issued by the Office of the Chief Information Officer (OCIO) in August 2020.

4. BACKGROUND
It is the intent of all parties to this MOU to establish a connection and exchange data between HUD’s Salesforce and Vendor or PHA’s system. HUD requires the use of Vendor or PHA’s system, and Vendor or PHA requires the use of HUD’s Salesforce as approved and directed by Chief Information Officer (CIO) in HUD’s Information Technology Security Policy Handbook 2400.25 Rev. 5.0. The expected benefit of the interconnection is to allow Vendors and PHAs to send data directly to HUD’s Salesforce system using a Bulk API submission. Vendors submit bulk forms as step one and a follow up call to get the form details.

- System A (Fill out with Salesforce description)
  - Housing Information Portal
  - Function: Provides Public Housing Authorities (PHAs) the ability to electronically submit and process various family reports, including, but not limited to, the new HUD-50058 Moving to Work Expansion Form and the Regular 50058 Form, and to manage building and unit inventory.
  - Location: The application is hosted in the Salesforce Government Cloud Plus, which maintains a FedRAMP High Authority to Operate (ATO).
Description of data, including sensitivity or classification level: In the Test environment, only dummy data / non-production data is allowed to be exchanged between HUD and the Vendor Software.

- System Categorization: This system is categorized as a major application

5. COMMUNICATIONS

Frequent formal communications are essential to ensuring the successful management and operation of the interconnection. The parties agree to maintain open lines of communication between designated staff at both the managerial and technical levels. All communications described herein must be conducted in writing unless otherwise noted.

The parties of Vendor or PHA and HUD agree to designate and provide contact information for technical leads for their respective system and to facilitate direct contacts between technical leads to support the secure management and operation of the interconnection. To safeguard the confidentiality, integrity, and availability of the connected systems and the information that the systems store, process, and transmit, the parties agree to provide notice of specific events within the time frames indicated below:

- **Security Incidents**: Technical staff of each organization will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected, so the other party may take steps to determine whether its system has been compromised and to take appropriate security precautions.

- **Disasters and Other Contingencies**: Technical staff will notify their designated counterparts within one hour by telephone or e-mail in the event of a disaster or other contingency that disrupts the normal operation of one or both connected systems.

- **Material Changes to System Configuration**: Planned technical changes to system architecture that impact this interconnection will be reported to technical staff at least 30 calendar days before such changes are implemented. The initiating party agrees to conduct a risk assessment based on the new system architecture and to modify and re-sign the ISA at least 30 calendar days before the implementation.

- **New Interconnections**: The initiating party will notify the other party at least 30 calendar days before an interconnected system is connected with any other system, including systems that are owned and operated by third parties.

- **Personnel Changes**: The parties agree to provide notification of the separation or long-term absence of their respective technical lead. In addition, both parties
will provide notification of any changes in point of contact information. Both parties will also provide notification of changes to user profiles, including users who resign or change job responsibilities.

6. INTERCONNECTION SECURITY AGREEMENT (ISA)

The technical details of the interconnection will be documented in an Interconnection Security Agreement (ISA). The parties agree to work together to develop the ISA, which must be signed by all parties before the interconnection is activated. Proposed changes to either system or the interconnecting medium will be reviewed and evaluated to determine the potential impact on the interconnection. The ISA will be renegotiated before changes are implemented.

7. SECURITY

All parties agree to work together to ensure the joint security of the interconnected systems and the information stored, processed, and transmitted, as specified in the ISA. Each party confirms that its respective system is designed, managed, and operated to be compliant with all relevant federal laws, regulations, and policies.

8. COST AND LEGAL CONSIDERATIONS

This MOU does not obligate funds, personnel, services, or other resources. Each party will bear its own expenses in connection with the negotiation, preparation, and execution of this MOU and the related ISA. The parties will coordinate all public statements regarding this MOU. Neither party shall enter into publicity regarding this MOU unless the parties agree in advance as to the form, content, and timing of the publicity. Modifications to either system that are necessary to support the interconnection are the responsibility of the respective System Owners’ organization.

The parties recognize and agree that this MOU expresses a voluntary understanding for cooperation. This MOU does not give a third party any benefit, legal or equitable right, remedy, or claim under this MOU. Both parties expressly disavow contractual damages of any kind, including monetary damages and injunctive relief. The sole remedy for any violation or non-compliance with the terms of the MOU is a unilateral right of either party to end to the cooperation anticipated under the MOU.

9. TIMELINE

The MOU will remain in effect for three (3) years after the last date on any authorized signature to this MOU. After three (3) years, this MOU will expire without further action. If the parties wish to extend this MOU, they may do so by reviewing, updating, and reauthorizing this MOU. The newly signed MOU must explicitly supersede this MOU, which should be referenced by title and date. If one or both parties wish to terminate this
MOU prematurely, they may do so upon 30 days advanced notice in writing or immediately in the event of a security incident that necessitates immediate termination.

10. SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Understanding (MOU)

Ashley Sheriff – Authorizing Official, HIP

Ashley L. Sheriff

(Signature Date)