

**MEMORANDUM OF UNDERTANDING
BETWEEN
THE OFFICE OF FEDERAL HOUSING ENTERPRISE OVERSIGHT
AND
THE FINANCIAL CRIMES ENFORCEMENT NETWORK**

The Office of Federal Housing Enterprise Oversight (OFHEO) and the Financial Crimes Enforcement Network (FinCEN) are entering into this Memorandum of Understanding (MOU) to memorialize the understanding between the parties with respect to OFHEO's sharing of information relevant to a possible violation of law or regulation.

1. OFHEO shall provide to FinCEN information relevant to a possible violation of law or regulation, specifically, information about mortgage fraud or possible mortgage fraud (Suspicious Mortgage Information) that has come to its attention and that involves the Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac). For purposes of this MOU, the terms "mortgage fraud" and "possible mortgage fraud" shall have the same meanings as provided in relevant rules issued by OFHEO.
2. OFHEO shall report Suspicious Mortgage Information using the Suspicious Activity Report for Depository Institutions (Form TD F 90-22.47), or in such other format as requested by FinCEN, and transmitted in such manner as requested by FinCEN.
3. OFHEO and FinCEN understand that Suspicious Mortgage Information reported by OFHEO shall not be construed to be information provided to FinCEN by Fannie Mae or Freddie Mac.
4. Suspicious Mortgage Information reported by OFHEO shall be deemed to constitute information collected under the authority of the Bank Secrecy Act (BSA), codified at 12 U.S.C. 1829b, 12 U.S.C. 1951-1959, 31 U.S.C. 5311-5332. As such, Suspicious Activity Information will be treated by FinCEN as any other item of BSA report information for purposes of its further use and disclosure.
5. If FinCEN wishes to publish a report or study based solely on Suspicious Mortgage Information reported by OFHEO, FinCEN will request prior approval of such use from the Director, OFHEO. The preceding sentence shall not be construed to limit FinCEN's ability to publish statistical data in which Suspicious Mortgage Information is aggregated with other BSA report information.

6. The understandings contained in paragraphs 2. through 5. herein, shall survive the termination of this MOU and shall continue in effect following termination.
7. OFHEO and FinCEN may from time to time amend this MOU in writing, and such amendments, when executed by both parties, shall then become a part of this MOU.
8. This MOU is effective upon signature by OFHEO and FinCEN representatives.
9. This MOU remains effective until either party provides written notice of its intention to end its adherence to terms of the MOU.

FOR OFHEO

FOR FinCEN

By: James B. Lockhart III
James B. Lockhart III
Acting Director

By: Robert W. Werner
Robert W. Werner
Director

Date: May 12, 2005

Date: May 8, 2006