



JOINT RELEASE

Office of Federal Housing Enterprise Oversight (OFHEO) and the Financial Crimes Enforcement Network (FinCEN)

FOR IMMEDIATE RELEASE
May 15, 2006

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OFHEO and FinCEN Sign Agreement to Share Mortgage Fraud Data

WASHINGTON, D.C. — The Office of Federal Housing Enterprise Oversight (OFHEO) and the Financial Crimes Enforcement Network (FinCEN) have reached an agreement to facilitate the sharing of information by OFHEO of its examination findings regarding actual or suspected mortgage fraud with FinCEN. FinCEN will include this information in its database of Bank Secrecy Act (BSA) information which can then be queried by law enforcement officials.

OFHEO is the federal regulator for two government sponsored enterprises --- Fannie Mae and Freddie Mac. Last year, OFHEO adopted a final rule which formalizes the enterprises' reporting of mortgage fraud and possible mortgage fraud to OFHEO. FinCEN is a bureau within the Department of Treasury and is tasked with administering the BSA and maintaining a database which includes Currency Transaction Reports (CTRs), Suspicious Activity Reports (SARs), and other similar reports that many financial institutions are required to file. FinCEN's mission is to safeguard the financial system from the abuses of financial crime, including terrorist financing, money laundering, and other illicit activity.

FinCEN supports law enforcement and regulatory agencies through sharing and analysis of the BSA data. The inclusion of OFHEO's findings will be significantly valuable in the effort to combat the use of mortgage transactions as a vehicle for fraud, financial crime or money laundering.

For more information see "cwcej gf":

[Memorandum of Understanding Between OFHEO and FinCEN](#)

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**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