



Memorandum of Understanding Between the Consumer Financial Protection Bureau and the National Labor Relations Board

The CFPB and NLRB (each individually a “Party” and collectively, “the Parties”) share an interest in protecting American consumers and workers. To better root out financial practices that harm workers, to enhance the enforcement of federal laws and regulations administered by the Parties, and to promote interagency collaboration through information sharing, cross-agency training, and coordinated outreach, the CFPB and NLRB enter this Memorandum of Understanding (“MOU”):

I. Parties

The Consumer Financial Protection Bureau (“CFPB” or the “Bureau”) was established by the Consumer Financial Protection Act of 2010 (“CFP Act”) (Pub. L. No. 111-203, Title X, 12 U.S.C. § 5481 *et seq.*). The CFPB enters into this memorandum of understanding (“MOU”) pursuant to its authority under the CFP Act and its regulations.

The National Labor Relations Board (NLRB) is an independent federal agency created in 1935 and vested with the power to enforce the National Labor Relations Act (“NLRA”), 29 U.S.C. § 151 *et seq.* The NLRB enters into this memorandum of understanding (“MOU”) pursuant to its authority under the NLRA and its regulations.

II. Purpose

The Parties enter into this MOU to establish a framework, consistent with law, to share information and preserve the confidentiality of that information in order to serve the objectives of this MOU.

III. Treatment of Shared Information

For purposes of this MOU, “nonpublic information” means all information in any format (including written, oral, or electronic) shared pursuant to this MOU unless the Providing Party expressly consents or designates the information as publicly available.

The Parties agree that sharing of information pursuant to this MOU will not constitute public disclosure and in no way constitutes an intention to compromise the confidentiality of such information or waive any applicable privilege. The Parties expressly reserve all evidentiary privileges and immunities applicable to the information shared under this MOU.

Any nonpublic written or oral information exchanged between the Parties will be considered confidential to the extent it meets the definition in the Bureau’s regulations or is identified as confidential by NLRB. The CFPB’s obligations regarding the NLRB’s information are set forth in this MOU. Any information provided to the NLRB shall be subject to the CFPB’s Rule on Disclosure of Records and Information (“Disclosure Rule”), 12 C.F.R. § 1070 *et seq.*, including the limitations on further disclosure of the information.

IV. The CFPB's Obligations When Seeking or Receiving NLRB's Information

The CFPB may seek information from the NLRB by submitting, to the NLRB point of contact in Section IX (Contacts), a written request that identifies the documents sought, the nature of any pending CFPB proceeding, investigation, or matter, and the nexus between the NLRB and the relevant CFPB matters.

All information obtained by the CFPB pursuant to this MOU shall remain the property of the NLRB and, to the extent practicable, shall be maintained and identified as such and may not be disclosed, except as permitted in writing by the NLRB or otherwise required by law. The CFPB shall, upon the reasonable request of the NLRB and, to the extent permitted by law, return, destroy, delete or otherwise dispose of any information as directed by the NLRB. At the conclusion of an investigation, prosecution, or other matter by the CFPB, the CFPB will return any and all confidential information to the NLRB, except as required by law, including the Federal Records Act, or will destroy it no later than thirty (30) days after its use (including the time period required for compliance with federal records retention laws).

This MOU does not apply to information received by CFPB pursuant to 12 C.F.R. § 1082.1 *et seq.*

A. Confidentiality Safeguards. The CFPB agrees to establish and maintain safeguards to protect the confidentiality of the information provided pursuant to this MOU, by:

- (i) restricting access to the NLRB's information to its officers, employees, contractors, and agents who have a need for such information in the performance of their official duties, and informing such persons with access of their responsibilities under the MOU, except as otherwise provided in writing by the NLRB;
- (ii) establishing appropriate administrative, technical, and physical safeguards to insure the confidentiality of personally identifiable information and data security and integrity; and
- (iii) complying with applicable breach notification policies and procedures.

B. FOIA and Privacy Act Requests. If a request is made pursuant to the Freedom of Information Act or the Privacy Act, the CFPB will inform the requester that the NLRB's information may not be disclosed insofar as it is the property of the NLRB, and that any request for the disclosure of such information is properly directed to the NLRB. In providing the information, the NLRB will also endeavor to communicate, through appropriate markings or otherwise, whether information provided by the NLRB is exempt, confidential, or privileged, including whether the information contains confidential or privileged commercial or financial information or trade secrets.

C. Other Requests and Demands. In the event the CFPB receives any legally enforceable demand or request for information of the NLRB (including, but not limited to, any judicial or administrative subpoena, court order, discovery request, request by the U.S. Government Accountability Office), or in the event the NLRB's information is subject to an affirmative disclosure obligation, the CFPB shall promptly notify the NLRB in writing and provide a copy of the demand or request for the information or describe the affirmative disclosure obligation, and, before complying with the request or demand or disclosure obligation, shall:

- (i) consult with the NLRB and, to the extent applicable, afford the NLRB a reasonable

- opportunity to respond to the demand or request;
- (ii) assert all reasonable and appropriate legal exemptions or privileges that the NLRB may reasonably request be asserted on its behalf; and
- (iii) consent to an application by the NLRB to intervene in any action or administrative proceeding to preserve, protect, and maintain the confidentiality of the information or any related privilege.

D. Compulsory Orders and Demands. Nothing in this MOU shall prevent the CFPB from complying with a legally valid and enforceable order of a court of competent jurisdiction, an order issued by a federal Administrative Law Judge, or, if compliance is deemed compulsory, a request or demand from a duly authorized committee of the United States Senate or House of Representatives.

V. NLRB's Obligations When Seeking or Receiving the CFPB's Information

NLRB may seek information from the CFPB by submitting a written request to the CFPB's Enforcement Director or its delegatee containing the information specified in 12 C.F.R. § 1070.43(b). In some instances, the CFPB's Enforcement Director or its delegatee may authorize standing requests for certain information with an approved 12 C.F.R. § 1070.43(b) submission per 12 C.F.R. § 1070.43(c). The CFPB's Disclosure Rule, 12 C.F.R. § 1070 *et seq.*, sets forth NLRB's obligations regarding information received from the CFPB, including the procedure for handling third party requests for CFPB information and limitations on the NLRB disclosing the CFPB's information.

VI. Effect of this MOU

This MOU does not create legally binding obligations on the Parties and does not create any right enforceable against the Parties or any of their officers, employees, or any other person. This MOU also does not confer upon any third-party the right or ability, either directly or indirectly, to obtain, suppress, or exclude any information, or to challenge the execution of a request under this MOU. This MOU does not modify the ability and responsibility of the Parties to enforce their respective statutes and regulations.

Nothing in this MOU shall be deemed to waive or alter any existing statutory or regulatory requirements governing the disclosure of nonpublic information. Each Party will maintain such nonpublic information in a manner that conforms to the standards that apply to federal Parties for the protection of the confidentiality of nonpublic information and personally identifiable information and for data security and integrity, including the Privacy Act of 1974, 5 U.S.C. § 552a; the Freedom of Information Act, 5 U.S.C. § 552; the Federal Records Act, 44 U.S.C. § 3101 *et seq.*; the Federal Information Security Modernization Act of 2014 (FISMA), 44 U.S.C. Chapter 35; CFPB regulations 12 C.F.R. § 1070 *et seq.*; and NLRB regulations, including 29 C.F.R. § 102.118 and 29 C.F.R. § 102.119.

VII. Term

This MOU is effective upon signature by both Parties, and will remain in effect until superseded by the signed, mutual agreement of the Parties. Either Party may withdraw from or otherwise terminate its participation in this agreement not earlier than 30 days after written notice provided to the other Party. To the extent that a Party retains information upon termination of this MOU, the information shall continue to be treated in accordance with the terms of this MOU and shall not be shared outside the terms of this MOU, except as required by applicable law, or as mutually agreed upon by the Parties.

VIII. Amendments

The Parties to the MOU may from time to time amend this MOU in writing.

IX. Contacts

A. Completed information access forms should be submitted to the CFPB via electronic mail to Enforcement@CFPB.gov. Questions about this MOU for CFPB should be directed to the Enforcement Director or their designee.

B. Any notice or request to the NLRB required under this MOU shall be delivered to the Associate General Counsel in the Division of Operations-Management or their designee. Questions about this MOU for NLRB should also be directed to the Associate General Counsel in the Division of Operations-Management.

X. Execution

This MOU may be executed in counterparts and by signature sent electronically, each of which shall be deemed an original for all purposes.

XI. Authority

Each Party to this MOU has requisite legal authority to enter into this MOU. In the event of any material change to its authority, a Party will provide written notification to the other within ten (10) calendar days of any such change.

FOR THE CONSUMER FINANCIAL
PROTECTION BUREAU

By:

Rohit Chopra
Director
Consumer Financial Protection Bureau

Date:

FOR THE NATIONAL LABOR RELATIONS
BOARD

By:

Jennifer Abruzzo
General Counsel
National Labor Relations Board

Date: