



Interagency Agreement
Between
U.S. Department of Education
and
U.S. Department of State

Pursuant to 31 U.S.C. § 1501 and § 1535, this Interagency Agreement (IAA or Agreement) is entered into between the U.S. Department of Education (ED) and the U.S. Department of State (State or DOS), which hereby agree as follows:

1. PURPOSE/SCOPE

The signatory agencies (Parties) enter into this Interagency Agreement (IAA) to affirm their common commitment to furthering and improving foreign gift and contract reporting for certain domestic public and private institutions in the United States, pursuant to the requirements of Section 117 of the Higher Education Act of 1965, 20 U.S.C. § 1011f (HEA, P.L. 89-329, as amended) (Section 117). Section 117's foreign funding disclosure requirements apply to domestic public and private institutions that (1) offer a bachelor's degree or higher (or offer a transfer program of at least two years), (2) are accredited by a nationally recognized accrediting agency, and (3) receive federal financial assistance, and compel those institutions of higher education (IHEs) to biannually report all foreign gifts and contracts that alone, or in combination with all others from the foreign source, total \$250,000 or more in a calendar year.

The Parties commit to utilizing available statutory authorities to promote innovation and process improvements in pursuit of better Section 117 mandatory disclosures by affected IHEs and provision of those disclosures for public inspection as required by Section 117, consistent with the provisions of Executive Order No. 14282, signed on April 23, 2025, which relates to "Transparency Regarding Foreign Influence at American Universities" and requires robust enforcement of Section 117's disclosure requirements to "end the secrecy surrounding foreign funds in American educational institutions, protect the marketplace of ideas from propaganda sponsored by foreign governments, and safeguard America's students and research from foreign exploitation." This partnership also serves to "return authority over education to the States and local communities while ensuring the effective and uninterrupted delivery of services, programs, and benefits on which Americans rely" in accordance with Executive Order No. 14242, signed on March 20, 2025.



The Parties' partnership will enhance capabilities to improve the accuracy and timeliness of Section 117 disclosures by IHEs, public inspection of those disclosures, and enforcement of Section 117's disclosure and public inspection requirements. The partnership will result in enhanced capabilities by implementing efficiencies to streamline information collection by harmonizing disclosure reporting, reducing the administrative burden on reporting IHEs, and ensuring that Section 117 reporting and public inspection outcomes are measured using the most reliable data sources, to the extent permissible under existing statutory authorities.

2. AUTHORITY

This IAA is executed by ED and DOS pursuant to 31 U.S.C. § 1535, which authorizes agencies to acquire goods and services from other agencies where amounts are available, the head of the ordering unit assesses that such an order is in the best interests of the U.S. government, the recipient of the order is capable of meeting the need, and the head of the agency determines that said goods and services cannot be provided as cheaply or conveniently by contracting with a commercial enterprise.

3. PERFORMANCE

A. The Bureau of Educational and Cultural Affairs (ECA) with support from the Office of the Legal Adviser within DOS, shall carry out the following services in coordination with and at the direction of ED. DOS will summarize findings and requested actions under Section 117 in an executive memo to the Department of Education General Counsel and any other relevant authority or bureau who will then request approval/disapproval from the Attorney General to use the authorities:

1. Administration of Section 117's IHE biannual reporting and collection provisions of qualifying foreign source gifts and contract information and records, namely timely submission of accurate Disclosure Reports, pursuant to the provisions of 20 U.S.C. § 1011f(a) and as directed by Executive Order No. 14282;
2. Administration of Section 117's Public Inspection requirements for Disclosure Reports submitted by IHEs, pursuant to the provisions of 20 U.S.C. § 1011f(e) and as directed by Executive Order No. 14282;
3. Execution of Section 117's Enforcement provisions through the initiation of civil investigations including when it appears that an IHE has failed to comply with the requirements of Section 117, a memo may be sent from DOS to ED to ask the Attorney General to initiate a civil action to compel compliance by the noncompliant IHE, pursuant to the provisions of 20 U.S.C. § 1011f(f)(1), and as directed by



Executive Order No. 14282. State will summarize findings and requested actions in any memo to the Secretary of Education who will then approve/disapprove the request to use the authorities;

4. Execution of Section 117's Enforcement provisions through the recovery from noncompliant IHEs of the full costs to the United States of obtaining compliance, including all associated costs of investigation and enforcement, pursuant to the provisions of 20 U.S.C. § 1011f(f)(2). DOS will summarize findings and requested actions in any memo to ED which will then request approval/disapproval from the Attorney General to use the authorities to recover enforcement costs;
5. Implementation of investigative audits, programs, and other initiatives that promote Section 117 compliance by IHEs, as directed by Executive Order No. 14282. State will summarize findings and requested actions in any memo to ED which will then approve/disapprove the request to use the authorities;
6. Promotion of interagency coordination information, information and records sharing to achieve robust enforcement of Section 117's disclosure requirements, as directed by Executive Order No.14282.
7. Provision of technical assistance in support of the Section 117 reporting portal and information sharing platform;
8. Administration of the Section 117 reporting portal and information sharing platform, which ED personnel detailed to State shall continue to manage, operate, and oversee;
9. Coordination and management of DOS's physical and information technology assets, information systems security, and cybersecurity administration;
10. Provision of technical and program reporting compliance assistance to IHEs;
11. Provision of technical and program public inspection assistance to the public.

B. The Office of the General Counsel, with the support of the Office of Federal Student Aid (at the direction of the Secretary), within ED, shall carry out the following activities:

1. Management and leadership of Section 117 disclosure reporting, enforcement, and public inspection responsibilities, in accordance with the provisions of 20 U.S.C. § 1011f and Executive Order No. 14282;



2. Management and leadership of all enforcement reviews, inquiries, and investigations of Section 117 compliance by IHEs;
3. Review and analysis of all Section 117 Disclosure Reports submitted by IHEs for statutory and regulatory compliance;
4. Provision of leadership for compliance resolution processes, including initiation of compliance reviews, civil investigations, recommendations for referral to the Attorney General for civil actions, recovery of the full costs of enforcement, and the completion of all related activities;
5. Coordination of reviews of documents that communicate or otherwise implement Section 117-related policies, including non-regulatory guidance, Federal Register notices, budget justifications, and legislation;
6. Execution of budget formulation, execution, and resource allocation activities, including formulation of administrative budget requests and justifications for discretionary funding, salaries and staffing allocations, payroll, and spending;
7. Coordination of responses to Section 117-related GAO inquiries, and resolution of internal audit findings from GAO and Office of the Inspector General inquiries related to Section 117-related activities;
8. Performance of all duties associated with internal and external accountability requirements related to Section 117 enforcement efforts, including Department of Education priorities, Government Performance and Results Act (GPRA), and ongoing reporting to Congress and other federal agencies;
9. Development of notices for publication in the Federal Register;
10. Resolution of Section 117-related matters requiring the exercise of final and conclusive authority that has been assigned to ED by statute;
11. All remaining Section 117-related activities ED is required to perform that are not otherwise identified herein, and nothing in this agreement shall be construed to change the requirement in Section 117 that all reporting from institutions of higher education be submitted to the Secretary of Education.

4. FUNDING AND STAFF



ED will transfer funds to DOS, subject to the availability of appropriations, as necessary to cover the services being provided by DOS to ED as well as to manage the appropriate staff from ED to DOS as described in this IAA related to the administration of ED's Section 117 program, although ED will continue to fulfill its contractual obligations (including full payment) in support of the creation and operation of the newly created Section 117 reporting portal in FY 2026 and other sums in future fiscal years, if necessary. From these amounts and staff, DOS will carry out the reimbursable activities described in this IAA.

Transfers of funds will be by means of an Intra-Government Payment and Collection (IPAC) system when agreed to by all Parties in writing.

As the provider of funds for the activities carried out pursuant to this Agreement, ED will initiate the IPAC. As the receiver of transferred funds, DOS will provide ED with regular performance updates on a cadence agreed to by the Parties that detail all work performed to date for the related project. Additionally, at least quarterly, the Parties will reconcile balances related to revenue and expenses for work performed under the IAA. Issues arising during this reconciliation process must be brought to the attention of all Parties in writing. Resolution of the reconciliation process issues must be documented in writing within 30 calendar days of the written notice of the issue. No funds are obligated by this agreement; Interagency Agreement's individual Form 7600B obligates the funds described here. ED further agrees to transfer funds to DOS, in the form of lump sum payments for any grants and/or contracts already awarded in support of the initiative described in this IAA.

Funds provided by ED will be utilized at the discretion of DOS to carry out the duties and responsibilities outlined in this MOU. DOS will ensure that all expenditures align with the objectives and requirements specified herein.

5. GENERAL PROVISIONS

A. **Effective Date**

This IAA is effective as of the date of the last signature and will remain in effect until terminated by the Parties. All Parties will review this IAA periodically and modify it as necessary and appropriate.

B. **Evaluation**

A formal review of this partnership will be conducted four years from the effective date of this MOU, and at any time thereafter upon mutual agreement of both Parties, to assess the partnership's effectiveness and identify opportunities for enhancement.



C. Modification

Any modifications to this IAA must be agreed upon in writing by both Parties.

D. Termination/Severability

This IAA may be terminated upon 90 calendar days advance written agreement by both Parties. Upon termination, the Parties may collect costs incurred prior to cancellation of the IAA plus any reasonable termination costs, provided that such costs do not exceed the total amount obligated on the individual Form 7600B. A judicial determination that any provision of this IAA is unenforceable shall not affect the enforceability of any other provision.

E. Liability/Indemnification

Each party shall be responsible for any liability arising from its own conduct and retain immunity and all defenses available pursuant to federal law. Neither party agrees to insure, defend, or indemnify the other party.

Each party shall cooperate with the other party in the investigation/resolution of administrative actions and litigation arising from conduct related to the responsibilities and procedures addressed herein.

F. Anti-Deficiency Act

Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. §1341, including by obligating the Parties to any expenditure or obligation of funds in excess or in advance of appropriations.

G. Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this IAA or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of disagreement to superior officials within their respective agencies for appropriate resolution.

H. Effect of Agreement



This IAA is not intended to confer any right upon any person. Nothing in this IAA shall be interpreted as limiting, superseding, or otherwise affecting either party's normal operations or decisions in carrying out its statutory or regulatory duties.

I. Points of Contact

DOS Contact Information:

U.S. Department of State
Hon. Reed D. Rubinstein, Legal Adviser
Office of the Legal Adviser
2201 C Street, N.W., HST Building, Room 6421
Washington, D.C. 20520

ED Contact Information:

U.S. Department of Education
Candice E. Jackson, Acting General Counsel
Office of the General Counsel
400 Maryland Ave. S.W.
Washington, D.C. 20202

J. Disclaimer

DOS will not accept responsibility for reimbursement of late fees or other costs incurred due to the negligence of a servicing agency in complying with its obligations to third party contractors.

K. Authorizing Signatures and Dates

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Interagency Agreement:



A handwritten signature in black ink, appearing to read "Sarah B. Rogers".

Sarah B. Rogers
Under Secretary for Public Diplomacy (R)
U.S. Department of State

2/20/2026

A handwritten signature in blue ink, appearing to read "Nicholas Kent".

Nicholas Kent
Under Secretary of Education
U.S. Department of Education

2/20/2026