

# KANSAS CITY REGIONAL FUSION CENTER (KCRFC)






## Law Enforcement Only (LES) LAW ENFORCEMENT/DEPARTMENT OF HOMELAND SECURITY (LE/DHS)

### Safeguarding Sensitive but Unclassified Information

1. I am requesting access to Sensitive but Unclassified (SBU) information. This information may be generated by a federal, state, local, tribal, or a territorial government agency including but not limited to the United States Department of Homeland Security (DHS), the Federal Bureau of Investigations (FBI), and other DHS-recognized fusion centers as well as a private sector partner and passed on to you by KCRFC, or this information may be generated by KCRFC and sent directly to you. This information will be designated as Unclassified//For Official Use Only (U//FOUO) or as Traffic Light Protocol (TLP) information. I understand that SBU information includes marked, unmarked, and oral communication.
2. I understand that the purpose of this Non-Disclosure Agreement (NDA) is to grant conditional access to SBU information, and that such access is granted on both a need-to-know (access to information needed to perform official duties) and on a right-to-know (access to information needed by virtue of individuals or organizations official capacity or authority) basis.
3. I agree that upon receipt of SBU information from KCRFC, I will safeguard it in a manner that affords sufficient protection to prevent unauthorized disclosure, unauthorized retention, and negligent handling of such information. This includes, but is not limited to, oral (inadvertently overheard) communication, visual (information left unattended on a desk or computer screen visible to others), electronic (unencrypted, unsecure, or personal email) communication, or improper destruction of SBU information. I have been advised that any unauthorized disclosure, unauthorized retention, or negligent handling of SBU information by me could compromise national security, place human life in danger, result in the denial of due process, prevent law enforcement officials from effectively discharging their duties and responsibilities, compromise ongoing or future local, state, tribal, territorial, or federal investigations and operations, cause damage or irreparable harm to KCRFC, and/or violate state or federal law or regulations.
4. I understand that all SBU information I receive from KCRFC is confidential and KCRFC restricts the dissemination of such information. I hereby agree that I will never divulge SBU information to anyone else unless I have:
  - (a) Officially verified that the recipient has been properly authorized by KCRFC to receive such information; or
  - (b) Been given written notice of authorization from KCRFC or the agency responsible for the classification of the information; or
  - (c) Followed the attached US-CERT Traffic Light Protocol (TLP)
5. I understand that if I have any questions or am uncertain regarding the release of SBU information, I am required to obtain release authorization from KCRFC prior to disclosing it, except as provided in 4(a), 4(b) or 4(c) above. SBU documents are the property of the originating agency.
6. I understand that SBU information received from KCRFC is not releasable to any media sources or outlets.
7. I will promptly notify KCRFC of any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation. I understand that any breach of this NDA may result in the termination of my affiliation with the KCRFC and its Intelligence Liaison Officer (ILO) Program.
8. I understand that I will immediately notify KCRFC upon separation of employment from my agency, company, or organization or of a change in my job title/position.
9. I understand KCRFC utilizes the TLP to define the allowable distribution of KCRFC cyber-related products. No other KCRFC products are affected by the TLP (See attached addendum for TLP color designations).
10. I understand violating the terms and conditions of this NDA may subject me to administrative, disciplinary, civil or criminal action.
11. I hereby acknowledge that I have read this NDA in its entirety. I clearly understand these procedures and my questions, if any, have been answered.

## Addendum - US-CERT TRAFFIC LIGHT PROTOCOL

In order to work more closely and uniformly with its partners and service agencies, KCRFC utilizes the Traffic Light Protocol (TLP) specified by the United States Computer Emergency Readiness Team (US-CERT) and used by a number of other agencies, industries, and users throughout the world. The TLP is a set of designations used to ensure that sensitive information is shared with the correct audience. It employs five colors to indicate different degrees of sensitivity and the corresponding sharing considerations to be applied by the recipient(s).

Color	When should it be used?	How may it be shared?
<p><b>TLP:RED</b></p>  <p>Not for disclosure, restricted to participants only.</p>	<p>Sources may use TLP:RED when information cannot be effectively acted upon without significant risk for the privacy, reputation, or operations of the organizations involved. For the eyes and ears of individual recipients only, no further.</p>	<p>Recipients may not share TLP:RED information with any parties outside of the specific exchange, meeting, or conversation in which it was originally disclosed. In the context of a meeting, for example, TLP:RED information is limited to those present at the meeting. In most circumstances, TLP:RED should be exchanged verbally or in person.</p>
<p><b>TLP:AMBER+STRICT</b></p>  <p>Limited disclosure, restricted to participants' organization.</p>	<p>Sources may use TLP:AMBER+STRICT when information requires support to be effectively acted upon, yet carries risk to privacy, reputation, or operations if shared outside of the organization.</p>	<p>Recipients may share TLP:AMBER+STRICT information only with members of their own organization on a need-to-know basis to protect their organization and prevent further harm.</p>
<p><b>TLP:AMBER</b></p>  <p>Limited disclosure, restricted to participants' organization and its clients (see Terminology Definitions).</p>	<p>Sources may use TLP:AMBER when information requires support to be effectively acted upon, yet carries risk to privacy, reputation, or operations if shared outside of the organizations involved. Note that TLP:AMBER+STRICT should be used to restrict sharing to the recipient organization only.</p>	<p>Recipients may share TLP:AMBER information with members of their own organization and its clients on a need-to-know basis to protect their organization and its clients and prevent further harm.</p>
<p><b>TLP:GREEN</b></p>  <p>Limited disclosure, restricted to the community.</p>	<p>Sources may use TLP:GREEN when information is useful to increase awareness within their wider community.</p>	<p>Recipients may share TLP:GREEN information with peers and partner organizations within their community, but not via publicly accessible channels. Unless otherwise specified, TLP:GREEN information may not be shared outside of the cybersecurity or cyber defense community.</p>
<p><b>TLP:CLEAR</b></p>  <p>Disclosure is not limited.</p>	<p>Sources may use TLP:CLEAR when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.</p>	<p>Recipients may share this information without restriction. Information is subject to standard copyright rules.</p>

**KANSAS CITY REGIONAL FUSION CENTER (KCRFC)**  
**Non-Disclosure Agreement Form**  
**Law Enforcement Only (LES)**  
**LAW ENFORCEMENT/DEPARTMENT OF HOMELAND SECURITY (LE/DHS)**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ DOB: \_\_\_\_\_  
Work Email Address: \_\_\_\_\_

*(Must be an organizational email address and cannot be a personal email account, i.e. Gmail, Hotmail, etc.)*

**Section 1 (Agency/Organization Information)**

Law Enforcement Agency Name: \_\_\_\_\_

Agency ORI: \_\_\_\_\_

Rank/Title: \_\_\_\_\_

Sworn/Civilian:            Sworn            Civilian

**Section 2 (Security Clearance Status)**

Do you have a National Security Clearance?            Yes            No

If Yes, Cleared Through            FBI            DOD            DHS            DOE            Other

If Yes, Level of Clearance            Secret            TS            TS/SCI            Other

**Section 3 In addition to Law Enforcement products, I am interested in products on the following topic(s) (select all that apply)**

Fire/EMS            Hospitals            Public Health            Emergency Management            Schools            Cyber

**Section 5 (Supervisor Information)**

Supervisor Name: \_\_\_\_\_ Supervisor Phone: \_\_\_\_\_

Supervisors Job Title: \_\_\_\_\_ Supervisor Work Email: \_\_\_\_\_

**I consent to and hereby authorize the release of any and all information concerning me, to include my work record, my reputation, my military record, my criminal history, my current and prior employment which may include information of a confidential or privileged nature, to the KCRFC as part of the background review conducted to receive Sensitive but Unclassified Information (SBU). I understand that I may revoke this authorization in writing at any time, except for that information which has already been released with consent prior to my revocation.**

**I have carefully read this agreement including the section entitled Safeguarding Sensitive but Unclassified Information. I understand that any breach of this agreement will result in the immediate termination of any access to sensitive information through the KCRFC and depending on the information released, may also be a violation of state or federal law or regulations. Upon separation of employment with my organization or a change in my job title/duties, I will immediately notify the KCRFC of the change. I understand all the information provided and my questions, if any, have been answered.**

*Signature must be handwritten*

Signature \_\_\_\_\_

Date \_\_\_\_\_