



TRIBAL ISAC

INFORMATION SHARING & ANALYSIS CENTER

Terms and Conditions: Tribal-ISAC Information Handling

The following terms and conditions set forth the terms for member information handling in the Tribal-ISAC. As a participating member of the Tribal-ISAC (“**Member**” or “**you**”), you agree that you will participate and share information through the Tribal-ISAC in accordance with the terms set forth below.

1. Definitions

Tribes(s): The nation’s federally recognized sovereign Native American tribal governments, all of their operations and enterprises, including Alaska Native communities, villages and organizations.

Tribal-ISAC: The Tribal Information Sharing & Analysis Center, a division and program within Tribal Share, Inc., operated to support security information sharing among Tribes.

Member: A qualifying tribe or organization under the Tribal-ISAC that has agreed to these terms and conditions. For purpose of these terms and conditions, Member shall also include all employees of the Member.

Data: The information shared by either Tribal-ISAC or any Member in accordance with these membership terms and conditions.

De-identified Data: Information or data that cannot reasonably identify, relate to, describe or be linked or associated with, either directly or indirectly to a particular Member or individual.

2. **Tribal-ISAC Purpose.** The Tribal-ISAC has been established to facilitate the sharing of cyber and/or critical infrastructure Data among Tribal-ISAC Members, and others as appropriate, in order to facilitate communication regarding cyber and/or critical infrastructure readiness and response efforts. These efforts include, but are not limited to, disseminating early warnings of physical and cyber system threats, sharing security incident information between Tribes, providing trends and other analysis for security planning, and distributing current proven security practices and suggestions.
3. **Tribal-ISAC Membership.** Full Membership in the Tribal-ISAC is limited to Tribes and their employees.
4. **Operation of the Tribal-ISAC.** The Tribal-ISAC will be operated as a division of Tribal Share, Inc., a not for profit corporation and supported by TribalHub, LLC with a focus on

enhancing the cyber security readiness and response of tribal governments and their critical infrastructure. TribalHub has been singularly focused on supporting and connecting Tribes to each other and with solutions, sharing information and working with Tribes across the nation since its formation in 1999. Tribal-ISAC may also retain contractors from time to time to provide services to the Tribal-ISAC and its Members.

5. **Data Protection.** Tribal-ISAC and Member both acknowledge that the protection of shared Data is essential to the security of both Member and the mission of the Tribal-ISAC. The intent of the Data protection terms are to: (a) enable Member to make disclosures of Data to Tribal-ISAC while still maintaining rights in, and control over, the Data; and (b) set common information sharing protocol that will determine the extent to which Data can be shared with others. Nothing in these terms and conditions grants Tribal-ISAC or Member an express or implied license or an option on a license, or any other rights to, or interests in, the Data.
6. **Data Sharing Protocol.** All Data provided by any Tribal-ISAC Member or the Tribal-ISAC that is not TLP White shall include an information sharing designation in accordance with the US CERT Traffic Light Protocol (TLP), as set forth below. In the event that Data is shared by the Member or Tribal-ISAC and such Data does not include a TLP designation, it shall be considered as having been designated TLP Green unless and until subsequently, the entity sharing the Data otherwise specifically changes the designation.

Notwithstanding the foregoing, unless a Member designates in writing that the Data in question cannot be shared or that such sharing is subject to stated restrictions, all Data provided by Members may be shared with Tribal-ISAC's partners and with Tribal-ISAC members provided that the Data is De-identified Data and not attributable to Member.

Color	When should it be used?	How may it be shared?
<p>TLP:RED</p>  <p>Not for disclosure, restricted to participants only.</p>	<p>Sources may use TLP:RED when information cannot be effectively acted upon by additional parties, and could lead to impacts on a party's privacy, reputation, or operations if misused.</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>TLP:AMBER</p>  <p>Limited disclosure, restricted to participants' organizations.</p>	<p>Sources may use TLP:AMBER when information requires support to be effectively acted upon, yet carries risks to privacy, reputation, or operations if shared outside of the organizations involved.</p>	<p>Recipients may only share TLP:AMBER information with members of their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. Sources are at liberty to specify additional intended limits of the sharing: these must be adhered to.</p>
<p>TLP:GREEN</p>  <p>Limited disclosure, restricted to the community.</p>	<p>Sources may use TLP:GREEN when information is useful for the awareness of all participating organizations as well as with peers within the broader community or sector.</p>	<p>Recipients may share TLP:GREEN information with peers and partner organizations within their sector or community, but not via publicly accessible channels. Information in this category can be circulated widely within a particular community. TLP:GREEN information may not be released outside of the community.</p>
<p>TLP:WHITE</p>  <p>Disclosure is not limited.</p>	<p>Sources may use TLP:WHITE when information carries minimal or no foreseeable risk of misuse, in accordance with applicable rules and procedures for public release.</p>	<p>Subject to standard copyright rules, TLP:WHITE information may be distributed without restriction.</p>

7. **Other Data Designation.** Tribal-ISAC and Member acknowledge that certain Data may also be designated with a notice of patent, copyright, trade secret or other proprietary right and Tribal-ISAC and Member each agree not to remove, alter or obscure any such designation without the prior written authorization of party sharing the Data.
8. **Data Retraction.** If a Member retracts any Data it sent to the Tribal-ISAC, then, upon notification by the Member, the Tribal-ISAC will delete such Data and all copies thereof, and as applicable, notify other Tribal-ISAC Members and its federal partners to delete the Data. Upon receiving such notification, Tribal-ISAC Members will delete such information and all copies thereof. Notwithstanding the foregoing, each Tribal-ISAC Member shall be entitled to keep: (i) one (1) archival copy of the Data in its legal/compliance files as required to satisfy legal, regulatory or professional obligations, and (ii) any Data that may be stored in backup media or other electronic data storage systems, latent data and metadata pursuant to the Tribal-ISAC Member's customary data management or retention procedures until such copies are deleted in the ordinary course; provided that any such retained Data shall remain subject to these terms and obligations, including those applicable to its TLP designation, as long as so retained.
9. **Demand for Data.** If any third party makes a demand for any Data pursuant to applicable federal, state or local law, regulation, court order or other legal process, the Tribal-ISAC or any other Member receiving such a demand shall immediately forward such request to the Member who shared the Data and consult and cooperate with that Member and will make

reasonable efforts, consistent with applicable law and the applicable TLP designation, to protect the confidentiality of the Data. The Member sharing the Data will, as needed, have the opportunity to seek judicial or other appropriate avenues of redress to prevent any release.

10. **Reports Containing Data.** The Tribal-ISAC will implement controls designed to insure that all aggregated reporting of Data will create a product that is De-identified Data. The Tribal-ISAC and Members agree to work together in good faith to reach mutually agreed upon language or edits for any report at issue, but if the parties are unable to reach agreement on an issue, the Member has the right to have the Tribal-ISAC edit out its Data.
11. **Term and Termination of Membership.** Each Party's obligations under these terms shall continue so long as a Member remains a paid Member of the Tribal-ISAC, except that the obligations of confidentiality of Data as provided herein shall survive the expiration of Member's membership. Member may terminate their Tribal-ISAC Membership at any time upon written notice to the Tribal-ISAC.