

MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 FEDERAL BUREAU OF INVESTIGATION
 AND THE
 DEFENSE ADVANCED RESEARCH PROJECTS AGENCY

~~(FOUO-LES)~~ PURPOSE:

This memorandum of understanding (MOU) between the Defense Advanced Research Projects Agency (DARPA), Information Innovation Office (I2O) and the Federal Bureau of Investigation (FBI), New York Field Office (NYFO) establishes general areas of understanding between DARPA I2O and the NYFO for the use of a DARPA toolset developed under the I2O XDATA program. Under this MOU, I2O will cooperate with and provide expert advice to the NYFO concerning DARPA toolsets and programs in accordance with Department of Defense (DoD) Directive 3025.21 "Defense Support of Civilian Law Enforcement Agencies," (February 27, 2013) and with other applicable DoD policies and regulations.

~~(FOUO)~~ BACKGROUND:

DARPA I2O explores game-changing technologies in the fields of information science and software to anticipate and create rapid shifts in the complex national security landscape. Conflict can occur in traditional domains such as land, sea, air, and space and in emerging domains such as cyber and other types of irregular warfare. I2O's research portfolio is focused on anticipating new modes of warfare in these emerging areas and developing the concepts and tools necessary to provide decisive advantage for the United States and its partners and allies. The XDATA program has developed computational techniques and software tools for analyzing large volumes of data, both semi-structured (e.g., tabular, relational categorical, meta-data, and spreadsheets) and unstructured (e.g., text documents and message traffic) that have practical applications in law enforcement investigations and intelligence analysis.

The FBI is an intelligence-driven and threat-focused national security organization with both law enforcement and intelligence responsibilities. Many investigations the NYFO undertakes are international in scope and data intensive. For example, one squad in the NYFO has been tasked to investigate an international criminal syndicate, while another squad in the NYFO has a mandate to investigate the proliferation of weapons. These investigations have national security impact.

~~(FOUO)~~ AUTHORITIES:

The FBI NYFO is entering into this MOU under its authorities, including:

- Executive Order 12333, "United States Intelligence Activities"
- Executive Order 13388, "Further Strengthening the Sharing of Terrorism Information to Protect Americans"
- U.S. Intelligence Community Guidance, Strategic Intent for Information Sharing

- Department of Justice, Office of Legal Counsel White Paper, "The Use of Department of Defense Resources to Assist Federal Law Enforcement Agencies in Counter-Terrorism Activities," March 24, 2003
- Memorandum of Understanding Between the Federal Bureau of Investigation and the Department of Defense Governing Information Sharing, Operational Coordination, and Investigative Responsibilities
- 28 U.S.C. § 533, "Investigative and other officials; appointment"
- 28 C.F.R. § 0.85, "General Functions"

DARPA is entering into this MOU under its authorities, including:

- Title 10, United States Code (U.S.C.) § 2358(b) (4), Research and Development Projects
- DoD Directive 3025.21, "Defense Support of Civilian Law Enforcement Agencies," February 27, 2013
- DoD Manual 5200.01, Volume 4, "DoD Information Security Program: Controlled Unclassified Information (CUI)"
- DoD Instruction 4000.19, "Support Agreements," April 25, 2013
- DoD Directive 5134.10, "Defense Advanced Research Projects Agency," May 7, 2013

~~(FOUO)~~ PROPOSED OBJECTIVES / ACTIVITIES:

The objective of this MOU is to enable the FBI to benefit from DARPA-developed data processing and visualization technologies that can be rapidly customized to FBI missions. DARPA technology will enable the FBI to improve its processes for analyzing rapidly growing volumes of investigative data in furtherance of its law enforcement and national security mission. DARPA will benefit from having the technologies applied to real-world data by the FBI and obtaining FBI feedback about tool processes, features, and capabilities with the ultimate goal of transitioning capabilities to FBI systems.

The proposed activities under this MOU involve the following:

- FBI sharing data and problem sets with DARPA;
- Collaboration between the FBI and DARPA personnel regarding the development of the technology to be used; and
- DARPA providing expert advice to the FBI to be applied to the data and problem sets. Based on the success of cooperation under this MOU, DARPA may, consistent with DoD policy, transition scalable processing and visualization technologies to the FBI.

This MOU does not involve or authorize intelligence or counterintelligence activities as defined by DoD 5240.1-R, "Activities of DoD Intelligence Components that Affect United States Persons."

This MOU does not involve or authorize human subject research as defined by 32 C.F.R. Part 219 and DoD Instruction 3216.02, "Protection of Human Subjects and Adherence to Ethical Standards in DoD-Supported Research," (November 8, 2011). This effort is not a research effort. The effort is intended to validate DARPA-developed software and demonstrate the potential advantage to be gained by the FBI in integrating advanced data processing capabilities into their enterprise.

All data and problem sets provided by the FBI under this MOU, including any information derived in whole or in part from the data and problem sets, are FBI records and/or information. Unless agreed

to in writing by both parties, DARPA shall not retain FBI data, problem sets, any information derived in whole or in part from the data or problem sets, or any information, including any results, products, or data, created through the development and use of analytics on FBI information. Absent such an agreement in writing, all FBI records and information held, maintained, or possessed by DARPA shall be purged from DARPA systems, databases, and other such repositories (either physical or electronic) at the conclusion of the collaboration envisioned in this MOU, or at the termination of the MOU, or within 10 business days at the request of the FBI.

Unless agreed to in writing by both parties, there will be no transfer of funds between the FBI and DARPA pursuant to this MOU. Moreover, this MOU does not contain any reimbursement provisions. Both parties agree to bear their own costs, subject to availability of funds, associated with the implementation of this MOU.

~~(FOUO)~~ RESPONSIBILITIES:

The FBI will:

- Determine what data and problem sets are shared with DARPA and will engage DARPA personnel for necessary discussions.
- Provide evaluation of DARPA technologies, at various stages of development, and provide feedback for further technology refinement.
- Request from DARPA in writing any expert advice on processing data and problem sets related to ongoing cases and/or investigations.
- Provide the DARPA Program Manager with the email and phone number of the FBI Chief Security Officer, New York Division to facilitate security incident reporting.

DARPA will:

- Develop the technology per direction from its project managers and engage its contracting agents and program staff to facilitate interactions with FBI personnel.
- Comply with the protection of all FBI data and problem sets, to include applicable information sensitivity and privacy levels.
- Comply with DoD policies concerning the acquisition and possession of non-DoD data and problems sets.
- Provide, at the request of the FBI, expert advice on specific problem sets and ongoing cases and investigations that may arise during the DARPA - FBI collaboration as outlined in this MOU.
- Comply with both DoD and FBI policies on matters of privacy. These policies are laid out in further detail in the sections titled "Data Set, Transfer, Storage and Security," "Dissemination and Use of FBI Data," and "Records Retention and Review."

~~(FOUO)~~ PUBLIC RELEASE OF INFORMATION:

Any proposed public release of information about this collaboration shall be coordinated by the FBI and DARPA and no release shall occur without the concurrence, in writing, of both parties to this MOU. For the purposes of this MOU, a public release is any release that refers to this collaboration in any way, orally or in writing, to any person other than FBI or DARPA personnel.

Information provided to DARPA or the data resulting from the application of DARPA technology obtained from any data or problem set pursuant to this MOU should be deemed to constitute a record under the control of the FBI for purposes of the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Privacy Act, 5 U.S.C. § 552a.

(b)(7)(A),
(b)(7)(E),
(b)(3):50
U.S.C. §
3024(i)(1)

~~(FOUO-LES)~~ DATA SET, TRANSFER, STORAGE, AND SECURITY:

The data to be provided to DARPA will consist of FBI-owned data (FBI DATA) associated with FBI cases [redacted] and [redacted]. This data will include information obtained pursuant to legal process or consent during these investigations, including email, phone, and financial records. Under no circumstances will FBI DATA include information associated with a case number not listed above. In the event the FBI identifies additional cases for inclusion in this project, an addendum will be added to this MOU and approved by both parties.

(b)(7)(E),
(b)(7)(A),
(b)(3):50
U.S.C. §
3024(i)(1)

The data provided by the FBI is ~~FOR OFFICIAL USE ONLY~~ Law Enforcement Sensitive (LES).

The FBI will provide DATA directly to DARPA in a downloaded, saved format, such as on a hard drive or portable media. FBI DATA must be encrypted both in transit and at rest.

DARPA will electronically store all FBI DATA in one or more logically separated compartments and ensure adequate protection of the data, including appropriate self-audit capabilities. DARPA will maintain all FBI DATA in these logically separated compartments. No communication shall occur between the Internet and the storage compartments holding FBI DATA, correlated matches, or any data derived from this project. In addition, DARPA personnel will maintain storage media hardware containing FBI DATA, such as external hard drives or portable media, if any, in secure receptacles that ensure protection of the data.

All FBI DATA shall be protected by administrative, technical, and physical safeguards appropriate to the data's sensitivity levels and applicable legal restrictions. Both parties agree to ensure that appropriate physical, electronic, and procedural safeguards are maintained to adequately protect the FBI DATA shared under this MOU against loss, theft, or misuse, as well as unauthorized access, disclosure, copying, use, modification, or deletion.

DARPA personnel will report security incidents in accordance with DARPA security procedures and will notify the FBI Chief Security Officer, New York Division, within 72 hours by telephone and email upon becoming aware of any breach in security or unauthorized use or disclosure of any FBI DATA or information derived in whole or in part from FBI DATA.

DARPA will ensure that all DARPA personnel, including contractors, with access to FBI DATA are appropriately approved for access to the data in accordance with the permissions and guidelines provided by the FBI in accordance with data sensitivity, permissions, and guidelines provided by the FBI as the data owner.

DARPA will inform its personnel, including contractors, supporting this project of the restrictions associated with FBI DATA and require DARPA personnel to execute nondisclosure agreements.

~~(FOUO)~~ DISSEMINATION AND USE OF FBI DATA:

DARPA shall not provide FBI DATA or access to FBI DATA to any other agency or third party without express written authorization from the FBI point of contact (POC) designated in this MOU. In the event the FBI grants such authorization, the FBI must maintain an accounting of disclosures as required by section (c) of the Privacy Act, 5 U.S.C. § 552a(c).

All DARPA personnel, including contractors, who access FBI DATA must be U.S. citizens and be authorized by the Program Manager to carry out their official duties under the terms of this MOU.

The parties agree to ensure that a log is maintained of all FBI DATA received and sent pursuant to this MOU, including the names of the receiver, sender, date, and type of data transferred between the parties.

~~(FOUO)~~ RECORDS RETENTION AND REVIEW:

Upon completion of data processing, evaluation, and/or review, or at the written request of the FBI, DARPA personnel will properly and completely purge all FBI DATA shared under this MOU from data systems and ensure that no copies or images of FBI DATA, problem sets, information derived in whole or in part from FBI DATA or problem sets, or information, including any results, products, or data created through the development and use of analytics on FBI information, are retained on electronic systems or in backup files, either in paper or electronic form.

DARPA personnel shall not disseminate FBI DATA, information to which access is provided to DARPA personnel, or any information derived from or associated with the FBI DATA – including any results, products, or data created through the development and use of analytics on FBI information – to any agency other than the FBI.

FBI DATA shared pursuant to this MOU shall be returned to the FBI or destroyed at the termination of this MOU, as coordinated by the parties. Should the FBI require DARPA destroy data storage equipment containing FBI DATA other than data storage equipment provided by the FBI, the FBI agrees to reimburse DARPA the fair market value of the destroyed equipment.

The FBI shall provide DARPA with feedback and analysis regarding the effectiveness of the DARPA tools developed for this project.

Recognizing that this collaboration may identify valuable new intelligence and investigative information that may support the missions of both the FBI and DoD, the FBI will seek to release through established procedure any information, product, or report developed from this collaboration.

~~(FOUO)~~ EFFECTIVE DATE, DURATION, AND TERMINATION:

The effective date of this MOU is the date of the last signature of approval. This MOU shall remain in force for 12 months; however, this MOU can be extended in 6 month intervals upon the agreement of both parties, in writing. Such extension shall be memorialized in an annex to this MOU. Only the authorized signatories to this MOU (or their successors) can approve changes to or termination of this MOU at any time.

Changes will be effective only after both authorized signatories, or their successors, agree to the changes in writing. Either party may terminate this MOU at any time by written notification to the other

party, provided such written notification is preceded by consultation between the signatories of the MOU or their successors.

~~(FOUO)~~ DISPUTES:

Any disputes relating to this MOU will, subject to any applicable law, Executive Order, directive or instruction, be resolved by consultation between the parties or in accordance with DoD Instruction 4000.19.

~~(FOUO)~~ MILESTONES:

During the technology development, periodic meetings, or secure video teleconferences, and regular telephonic and electronic communication are expected between FBI and DARPA personnel.

Intermediate technology evaluations with FBI and DARPA personnel are expected to be conducted.

Every 4 months, the FBI and DARPA will conduct an evaluation of the collaboration as envisioned in this MOU.

~~(FOUO)~~ PERSONNEL:

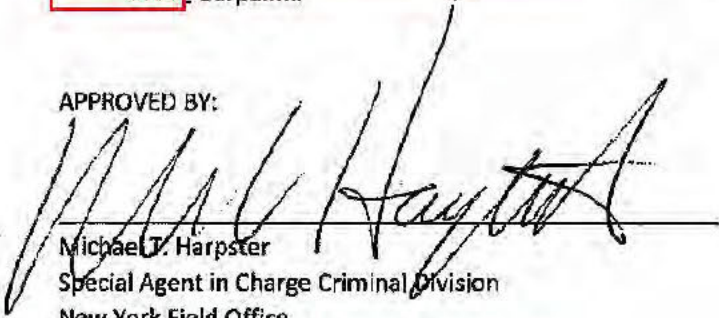
Each party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

~~(FOUO)~~ POINTS OF CONTACT:

For the FBI: Acting Supervisory Special Agent (b)(6), (b)(7)(C), (b)(7)(E) New York Field Office, (b)(6), (b)(7)(C), (b)(7)(E)

For DARPA: (b)(6) Information Innovation Office, (b)(6)
(b)(6)@darpa.mil

APPROVED BY:


Michael T. Harpster
Special Agent in Charge Criminal Division
New York Field Office
Federal Bureau of Investigation

8/23/2016
Date

(b)(6)

John Launchbury
Director
Information Innovation Office
Defense Advanced Research Projects Agency

9/14/16
Date

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(U) MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
AND THE
THE FEDERAL BUREAU OF INVESTIGATION
COUNTERINTELLIGENCE DIVISION

1. (U) PURPOSE:

(U) This memorandum of understanding (MOU) is entered into by and between the Defense Advanced Research Projects Agency (DARPA) and the Federal Bureau of Investigation (FBI) Counterintelligence Division (CD). Collectively, DARPA and the FBI/CD are referred to as the "Parties."

2. (U) BACKGROUND:

(U) DARPA's Modeling Adversarial Activity (MAA) program is developing technologies for generating high-confidence indications and warnings for weapons of mass terror (WMT) activities. WMT pathways consist of networks or links among individuals, groups, organizations, and other entities that act to promote or enable the development, procurement, possession, transportation, or proliferation of WMTs and related capabilities. Monitoring and controlling WMT pathways is essential to denying access to WMT technology, knowledge, materials, expertise, and weapons. MAA will create graph models reflecting prototypical WMT pathways, develop methods for creating merged activity graphs by aligning entities across multiple intelligence modalities, develop algorithms to match empirical activity graphs with pathway models, and create synthetic data sets at scale to support development and testing of WMT activity detection techniques.

(U) The FBI seeks a whole-of-government approach to counterintelligence efforts that combines the vast authorities and capabilities of FBI partners throughout the U.S. Intelligence Community and across federal, state, and local law enforcement. The FBI/CD focus' on partner engagement at the national level to develop an overall direction to whole-of-government counterintelligence efforts by providing common goals and strategy, threat prioritization, training, analytical support, technical expertise, coordination, standardization, and information sharing. The FBI will benefit from the technical expertise of DARPA's MAA program by incorporating models into new and existing data analysis. This collaboration will make it possible for the FBI to take advantage of highly specialized methods developed at DARPA and not previously available to the FBI.

3. (U) AUTHORITIES:

- (U) DARPA's purpose is to execute research and development funding for the

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Department of Defense (DoD) to prevent strategic surprise from negatively impacting U.S. national security, and create strategic surprise for U.S. adversaries by maintaining the technological superiority of the U.S. military. These include DoD Directive 5134.10, "Defense Advanced Research Projects Agency," May 7, 2013, with Change 1, September 22, 2017 and DoD Instruction 4000.19, "Support Agreements," December 16, 2020.

- (U) The FBI is authorized to coordinate intelligence, investigative, and operational responses to various criminal, cyber, and national security threats, attacks, and intrusions pursuant to various statutory and executive authorities. These include 28 U.S.C. § 533, 28 C.F.R. 0.85, Executive Order 12333, as amended, Intelligence Community Directive 402, and applicable United States Attorney General's Guidelines.

4. (U) PROPOSED EFFORT OBJECTIVES:

(U) This MOU establishes responsibilities and objectives for testing and applying technological advancements made during the DARPA MAA program including, but not limited to, those listed above as mutually determined by the Parties. FBI/CD will use the provided software prototypes to support FBI/CD mission-relevant intelligence analysis. The objective of these demonstrations is twofold: (1) to provide FBI/CD with an opportunity to evaluate and consider these new technologies for potential future adoption, adaptation, and maturation; and (2) to provide DARPA with an opportunity to receive feedback from FBI/CD on how the prototype tools might be improved to better serve FBI/CD needs.

5. (U) UNDERSTANDING OF THE PARTIES:

(U) DARPA will:

- (U) Provide FBI/CD prototypes of its MAA capabilities and associated materials including, but not limited to software and documentation created through program research. DARPA will provide a limited number of research and development contractor personnel hours for demonstration and support within scope of the current contract. Software and documentation created through additional DARPA programs may be made available by mutual agreement by the Parties' points of contact (POCs). DARPA may request to consult with FBI personnel or access to facilities for briefings and demonstrations, security protections and protocols will be applied as appropriate.
- (U) Ensure that all participants have appropriate security clearances, up to and including a Top Secret/Sensitive Compartmented Information (TS/SCI) security clearance, for information made available by FBI during the course of the MOU. Clearances shall be verified by FBI security prior to any participant being granted access to any FBI information.
- (U) Communicate to and receive from FBI/CD information related to the application of its MAA capabilities and other related technologies.

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- (U) Provide FBI/CD technical and status briefings on its MAA capabilities and other related research efforts.

(U) FBI/CD will:

- (U) Provide DARPA personnel and research and development contractors funded by DARPA, access to facilities, access to systems, data, briefings, and demonstrations to observe operations and interview stakeholders, including FBI employees, at FBI discretion and as allowed by federal statute, regulation and FBI policy.
- (U) FBI security will verify clearances of DARPA participants prior to any participant being granted access to any FBI information.
- (U) Make analysis personnel available for workflow consultations, utility metric development, and feedback to DARPA.
- (U) Inform the participating personnel of the types of FBI/CD activities to which MAA technologies might best apply and assist in implementation in FBI/CD processes.

6. (U) PERSONNEL:

(U) Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. (U) GENERAL PROVISIONS:

(U) **Points of Contact (POCs):** The following POCs will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable written notice to the other Party.

- (U) DARPA

(U) [Redacted] (b)(6)

675 North Randolph Street
Arlington, VA 22203

[Redacted] (b)(6)@darpa.mil, 703-526-2104

(U) [Redacted] (b)(6)

675 North Randolph Street
Arlington, VA 22203

[Redacted] (b)(6)@darpa.mil, 571-867-8562

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- (U) FBI
 (U) (b)(6), (b)(7)(C), (b)(7)(E) UC Data and Technology Exploitation Unit
 935 Pennsylvania Ave NW, Room 5129
 Washington, DC 20535
 Federal Bureau of Investigation, Counterintelligence Division
 (b)(6), (b)(7)(C), (b)(7)(E)

- (U) (b)(6), (b)(7)(C), (b)(7)(E) Data Analyst and Project Lead
 601 4th St NW, Washington, DC
 Federal Bureau of Investigation, Counterintelligence Division
 (b)(6), (b)(7)(C), (b)(7)(E)

- (U) **Correspondence:** All correspondence to be sent and notices to be given pursuant to this MOU will be addressed to:
 - (U) For DARPA:
 - (U) DARPA
 - Information Innovation Office (I2O)
 - 675 North Randolph Street
 - Arlington, VA 22203
 - (U) For FBI:
 - (U) FBI/CD
 - Federal Bureau of Investigation, Counterintelligence Division
 - 935 Pennsylvania Ave NW, Room 5129
 - Washington, DC 20535

- (U) **Funds and Manpower:** This MOU does not document nor provide for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

- (U) **Modification of the MOU:** This MOU may be modified only by the written agreement of the Parties, duly signed by their designated authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety. Each Party will review the MOU independently. Coordination between the Parties is not required unless a change is needed. The signatories through their designated authorized representatives to this agreement will approve minor changes

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to or additional programs covered under this MOU. The signatories, or their successors, retain authority to terminate this MOU. Changes are effective only after both signatories, or their successors, agree to the changes in writing.

(U) **Disputes:** Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties in accordance with DoD Instruction 4000.19.

- (U) **Legal Obligations:** Activities undertaken pursuant to this MOU shall be subject to any applicable law, to include obligations to report the existence and nature of the activities to Congress.
- (U) **Termination of the MOU:** This MOU may be terminated in writing at will by either Party. Subject to a reasonable determination that the program will not produce beneficial results, DARPA and FBI/CD may terminate this agreement through written notification, provided such written notification is preceded by consultation between the signatories' authorized representatives. In the event of early termination, DARPA and FBI/CD will negotiate the disposition of tangible assets and liabilities.
- (U) **Transferability:** This MOU is not transferable except with the written consent of the Parties.
- (U) **Entire MOU:** It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.
- (U) **Effective Date:** This MOU takes effect beginning on the day after the last Party signs.
- (U) **Expiration Date:** The MOU will expire on September 30, 2021, but may be extended upon written mutual agreement by the Parties.

8. (U) SECURITY:

(U) All DARPA programs considered under this MOU will be protected under the guidance and oversight of the DARPA Security and Intelligence Directorate (SID). The planned program efforts associated with this MOU will be conducted at the UNCLASSIFIED or CONTROLLED UNCLASSIFIED INFORMATION (CUI) classification levels. Any classified information will be provided by FBI/CD and will be protected IAW FBI/CD security guidance. Any foreign disclosure decisions on this program will be made through mutual written agreement between DARPA SID and the FBI Counterintelligence Division.

9. (U) PUBLIC RELEASE OF INFORMATION:

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(U) Any public release of information regarding this program will be made through mutual written agreement between the DARPA Public Affairs Office (PAO) and the FBI's Office of Public Affairs (OPA) and the FBI's Counterintelligence Division (CD). For congressional affairs matters, DARPA's PAO will coordinate with the FBI's Office of Congressional Affairs (OCA). DARPA's PAO will remain the office of primary responsibility for external relations (public and congressional affairs) for matters pertaining to any DARPA programs and technology considered under this MOU. All external requests for information will be submitted to DARPA PAO and FBI's OPA jointly. All data, information, and documentation related to DARPA programs specified herein intended for external release must be submitted jointly to the FBI's OPA and to the DARPA Public Release Center for "Distribution Statement A" approval.

(b)(6)

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10. (U) APPROVAL:

SCHERLIS.WILLIAM. Digitally signed by SCHERLIS.WILLIAM.LOUIS
LOUIS (b)(6) Date: 2021.06.04 12:00:58 -0400

William L. Scherlis, Ph.D.
Director
Information Innovation Office
DARPA

Mr. Alan E. Kohler Jr.
Assistant Director
Counterintelligence Division
FBI

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**(U) MEMORANDUM OF UNDERSTANDING
BETWEEN THE
DEFENSE ADVANCED RESEARCH PROJECTS AGENCY
AND THE
FEDERAL BUREAU OF INVESTIGATION
SCIENCE AND TECHNOLOGY BRANCH**

1. (U) PURPOSE

(U) This memorandum of understanding (MOU) between the Defense Advanced Research Projects Agency (DARPA) and the Federal Bureau of Investigation (FBI) Science and Technology Branch (STB) (collectively, “the Parties”) establishes a mutually agreeable framework between the Parties through which the Parties can expeditiously enter into program-level sub-agreements documented by Annexes to this MOU.

2. (U) BACKGROUND

(U) The Defense Advanced Research Projects Agency (DARPA) and the Federal Bureau of Investigation (FBI) Science and Technology Branch (STB) seek to develop a strong working relationship to collaborate on, assess, and potentially transition technologies developed in DARPA programs to FBI-STB and coordinate evaluation and feedback regarding mission impact and utility of these technologies.

(U) DARPA’s mission is to make pivotal investments in breakthrough technologies for national security. DARPA works closely with the Department of Defense and other Government organizations to ensure its programs address relevant future needs and to facilitate the transition of demonstrated capabilities to appropriate transition partners.

(U) FBI-STB supports the FBI mission by discovering, developing, and delivering innovative science and technology capabilities that enhance intelligence and investigative activities. STB manages massive amounts of data, develops high-tech tools and techniques to solve crimes and prevent terrorist acts, and supplies a broad array of scientific services and expertise to the law enforcement and intelligence communities.

3. (U) PROPOSED EFFORT / OBJECTIVES

(U) This MOU between DARPA and FBI-STB establishes a mutually agreeable framework between the Parties to expeditiously enter into program-level sub-agreements documented by Annexes to this MOU. These Annexes may cover, but are not limited to, the following activities:

- a. (U) DARPA’s expeditious transition of specified program results to FBI-STB.

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- b. (U) FBI-STB's evaluation of transitioned program results and provisions of feedback to DARPA.
- c. (U) The Parties' establishment of a centralized coordination point and mechanism for DARPA and FBI-STB to discuss and exchange possible research concepts for DARPA and FBI-STB to consider and explore.
- d. (U) Facilitation of coordination and collaboration between DARPA and FBI-STB in support of ongoing DARPA programs.
- e. (U) Other program-level activities on which DARPA and FBI-STB may seek to collaborate and cooperate.

(U) Each Annex will provide details of the activity it covers, including the background of the activity, the Parties' respective responsibilities, and any goods, services, facilities, or equipment to be provided under the Annex. For example, each Annex supporting the transition of potential program results from a specified DARPA program to FBI-STB will provide details of the transition, including the background of the transition and the DARPA program involved, the Parties' respective responsibilities, and any goods, services, facilities, or equipment to be provided under the Annex.

(U) This MOU, including any Annex attached to this MOU that addresses a technology transition covered in any previously-executed agreement between the Parties, shall supersede such previously-executed agreement.

(U) The terms of this MOU take precedence over those of any Annex. In the event of a conflict between the MOU and any Annex, the MOU shall take precedence.

(U) This MOU shall govern all Annexes executed hereunder. No Annex may amend this MOU.

(U) Annexes shall be executed as follows:

- (U) On behalf of DARPA by the Office Director of the relevant DARPA program
- (U) On behalf of FBI-STB by the Assistant Director, Operational Technology Division

(U) Each Annex shall become a part of this MOU upon execution.

5. (U) UNDERSTANDING OF THE PARTIES

(U) The Parties shall maintain a dialogue through which they will identify opportunities to transition the results of DARPA programs to FBI-STB, in accordance with applicable Federal laws, regulations, and policies, and as permitted by contractual obligations between DARPA and private sector and/or academic entities for the purpose of DARPA research and development. FBI contracts are not involved under this MOU.

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(U) If the Parties identify DARPA program results to transition to FBI-STB, the Parties shall negotiate and execute an Annex to this MOU to define the specific parameters of the transition.

(U) The Annex for each transition shall specify the respective DARPA and FBI-STB responsibilities associated with that transition.

(U) The Parties shall collaborate on identifying and developing ideas for future DARPA programs.

(U) The Parties shall share mission impact results and metrics from transitioned technology as known by either party within limits of classification guidelines.

6. (U) PERSONNEL

(U) Each Party is responsible for its personnel costs, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. (U) GENERAL PROVISIONS

(U) **Points of Contact (POCs):** The following POCs will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its POC upon reasonable written notice to the other Party. The Annex for each individual transition or other activity shall specify the respective DARPA and FBI-STB POCs associated with that transition or other activity.

(U) DARPA POC:

- (U) [redacted (b)(6)] [PO: [redacted (b)(6)]]
[redacted (b)(6)]@darpa.mil.

(U) FBI-STB POCs:

- (U) [redacted (b)(6), (b)(7)(C), (b)(7)(E)] Senior Technical Advisor – Biometrics; [redacted (b)(6), (b)(7)(C), (b)(7)(E)]
- (U) [redacted (b)(6), (b)(7)(C), (b)(7)(E)] Senior Photographic Technologist; [redacted] [redacted (b)(6), (b)(7)(C), (b)(7)(E)]

8. (U) **Funds and Manpower:** This MOU, including its Annexes, does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources. Unless otherwise agreed to in writing, each Party shall bear its own costs in relation to this MOU. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable Federal laws, regulations, and policies. The Parties

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expressly acknowledge that this agreement does not imply that Congress will appropriate funds for such expenditures.

9. **(U) Modification of the MOU:** This MOU may be modified only by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually, in its entirety, on or around the anniversary of its effective date.. Each Party shall review the MOU independently. Coordination between Parties is not required unless a change is needed. The signatories to this MOU will approve all changes to or the termination of this MOU. Changes are effective only after both signatories, or their successors, agree to the changes in writing.
10. **(U) Disputes:** Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.
11. **(U) Termination of the Understanding:** This MOU may be terminated in writing at will by either Party. Subject to a reasonable determination that the program will not produce beneficial results commensurate with the expenditure of resources, DARPA and FBI-STB may terminate this agreement through written notification, provided such written notification is preceded by consultation between the MOU signatories. In the event of early termination, DARPA and FBI-STB will negotiate the disposition of tangible assets and liabilities.
12. **(U) Transferability:** This MOU is not transferable except with the written consent of the Parties.
13. **(U) Entire Understanding:** It is expressly understood and agreed that this MOU, and its Annexes, embodies the entire agreement between the Parties regarding the MOU's subject matter.
14. **(U) Effective Date:** This MOU takes effect the day after the last Party signs.
15. **(U) Expiration Date:** The MOU shall remain in force until five (5) years from the Effective Date of the MOU and may be renewed by mutual agreement of the Parties. Unless otherwise specified in an Annex, each Annex shall remain in force until the expiration of this MOU.
16. **(U) SECURITY**

(U) The Parties shall comply with, as applicable, the Privacy Act of 1974 (as amended) and Executive Order 12333 (or any successor executive order) in performing their responsibilities under this MOU and using all prototypes, hardware, software, technical data, research results, and other information or material provided to them under this MOU.

(U) Technical data and information provided by the Parties may be sensitive and require protection in accordance with the appropriate policies, laws, and regulations of the Federal Government and respective Agencies. Both Parties will protect information, hardware, software, or other materials shared under this agreement according to the markings

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associated with the materials. Information, hardware, software, or other materials provided by DARPA will be protected under the guidance and oversight of the DARPA Mission Services Office (MSO)/Security and Intelligence Directorate (SID). DARPA MSO/SID is responsible for foreign disclosure decisions on this program. FBI-STB will follow its security guidelines for classifying its subsequent application of DARPA-provided information, hardware, software, or other materials. Information FBI-STB provides to DARPA will be marked in accordance with the appropriate classification guide.

(U) It is the intent of the Parties that the information and technical data exchanged in furtherance of the activities under this MOU will be exchanged in accordance with any applicable Federal laws, regulations, and policies, and as otherwise agreed to by the Parties for specifically identified information or technical data.

(U) The Parties agree that they will take appropriate measures to protect proprietary, privileged, and/or classified information that may come into their possession as a result of this MOU.

17. (U) PUBLIC RELEASE OF INFORMATION

(U) DARPA will remain the office of primary responsibility for external relations (public and congressional affairs) for matters pertaining to DARPA. The Parties agree to coordinate review and responses to all external requests for release of information concerning this MOU and activities conducted pursuant to this MOU. External requests for the release of matters pertaining solely to DARPA will be submitted to DARPA's Communications Office, which has sole responsibility for public release authorization determinations relating to DARPA. Any request for release of information pertaining to FBI-STB or any other FBI information related to activities conducted pursuant to this MOU will be referred to the FBI Office of the General Counsel for review according to the Department of Justice "Touhy" regulations, set forth at 28 C.F.R. 16.21, *et seq.*, and The Freedom of Information Act (FOIA), codified at 5 U.S.C. § 552, as amended, in consultation with DARPA's Communications Office. All data, information, and documentation intended for external release must be submitted to the DARPA Public Release Center for "Distribution Statement A" approval.

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18. (U) APPROVAL


TOMPKINS,STEFA
NIE (b)(6)

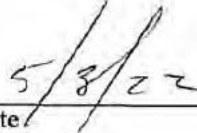
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TOMPKINS,STEFANIE (b)(6)
Date: 2022.02.11 16:18:29 -05'00'

2/11/2022

Stefanie Tompkins, Ph.D.
Director
Defense Advanced Research Projects Agency

Date


Darin E. Jones
Executive Assistant Director
Science and Technology Branch
Federal Bureau of Investigation


Date

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NATIONAL CYBER INVESTIGATIVE JOINT TASK FORCE**Memorandum of Understanding****Addendum A****The Federal Bureau of Investigation and
Defense Advanced Research Projects Agency****A. (U) DEFINITIONS.**

1. (U) US Member Federal Agencies” means all United States federal agencies represented at the National Cyber Investigative Task Force (NCIJTF) that have committed assignees to work within the NCIJTF and agreed to conduct its operations and activities related to the NCIJTF in conformity with these rules and guidance.

B. (U) SCOPE.

1. (U) This Addendum applies to all activities conducted by US Member Federal Agencies pursuant to, or enabled by, their membership in the NCIJTF. This Addendum shall not be construed to authorize any additional or greater authority for US Member Federal Agencies, nor impair the exercise of any authority already vested in a member agency.
2. (U) Sections A through E of this Addendum apply to all Member Federal Agencies; any section thereafter applies to the signatory agency.
3. (U) The term “Assignees” as used in this Addendum will refer to Member Federal Agency assignees only.

C. (U) GENERAL PRINCIPLES. All Member Federal Agencies agree that the following general principle shall apply to the interpretation of these rules and guidance:

1. (U) Nothing in these rules and guidance shall be construed to abrogate the authorities or responsibilities of the U.S. Member Federal Agencies, or their representative elements.

D. (U) STRUCTURE OF THE NCIJTF.**1. (U) Relationship between Member Agencies and NCIJTF.**

- a. (U) US Member Federal Agencies shall commit assignees to work within the NCIJTF and agree to conduct US Member Federal Agency’s activities related to the NCIJTF in conformity with these rules and guidance.
- b. (U) US Member Federal Agency representatives to the NCIJTF will be assignees. They will not be considered detailed to the FBI absent separate written agreement.
- c. (U) Assignees will conduct all NCIJTF and associated activities in accordance with this MOU and addendum. The workload of assignees to the NCITJF shall consist principally

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of matters related to the NCIJTF mission. Participation in the NCIJTF does not affect an assignee's chain-of-command; an assignee's actions may not be directed by the NCIJTF. While working within the NCIJTF, assignees continue to possess the legal authorities they possess when acting in their routine capacity on behalf of their sponsor agency.

- d. (U) The NCIJTF Director may request an assignee take responsibility for a defined role on one or more projects deemed significant by the Director of the NCIJTF. Additionally, assignees may request to the NCIJTF Director initiation of new projects as well as their assignment to a specific role within projects. All requests and assigned responsibilities will be periodically reported back to the assignee's sponsor agency.

E. (U) RESOURCES

1. (U) **Personnel.** Member Federal Agencies shall designate assignees to report to and work at the NCIJTF. Such assignees shall remain employees of their sponsor agencies.
 - a. (U) NCIJTF Federal Agency assignees remain subject to the personnel rules, regulations, laws, and policies of their sponsor agency. Each Member Agency is responsible for the administration of personnel matters related to their own assignees including, but not limited to, pay, leave, and performance evaluation. Each Member Federal Agency is responsible for authorizing and providing its assignees overtime pay for work performed for the NCIJTF consistent with its own personnel policies and regulations.
2. (U) **Express Reservations.** Nothing in these operational and administrative rules and guidance shall be deemed to create an employment relationship between the United States, and any participating NCIJTF Federal Member Agency.

[The following sections contain information which is specific to the signatory agency.]

- F. (U) **AUTHORITY.** [Participating agencies may include applicable legal authority for entering into this MOU.]
- G. (U) **[DEPARTMENT OF DEFENSE COMPONENTS ONLY].** The Posse Comitatus Act, 18 U.S.C. 1385, prohibits the Army and Air Force (Department of Defense regulations now restrict the activities of all branches or components of the Armed Services under this Act) from being used as a posse comitatus or otherwise to execute the laws entrusted to civilian law enforcement authorities. The restrictions of the Act do not apply to civilian employees of the Department of Defense who are not acting under the direct command and control of a military officer. Other statutory provisions specifically authorize certain indirect and direct assistance and participation by the military in specified law enforcement functions and activities. All Department of Defense components (except strictly civilian components not acting under direct command and control of a military officer) who enter into this agreement, shall comply with all Department of Defense regulations and statutory authorities (describing restrictions, authorizations, and conditions in support of law enforcement) including but not limited to Department of Defense Directives 5525.5, and 3025.15, Chapter 18 of Title 10 of the United States Code dealing with military support for civilian law enforcement agencies and any other or subsequent rules, regulations, and laws that may address this topic or that may amend, or modify any of the above provisions. This MOU shall not be considered to authorize any additional or greater authority (than already

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described) for Department of Defense components to act in the support of law enforcement activities.

SIGNATORIES:

Donald W. Freese
Director
NCIJTF

Date

(b)(6)

1/14/16
Date

JOHN LAUNGBURY
DIRECTOR 120, DARPA

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NATIONAL CYBER INVESTIGATIVE JOINT TASK FORCE

Memorandum of Understanding

Between

The Federal Bureau of Investigation and
 Defense Advanced Research Projects Agency

INTRODUCTION

(U) The National Cyber Investigative Joint Task Force (NCIJTF) is a multi-agency national organization established by the President to serve as a focal point for coordinating, integrating, and sharing pertinent information related to cyber threat investigations and operations. (b)(7)(E)

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This Memorandum of Understanding (MOU) shall serve to establish the parameters for the assignment of employees from the respective Member Agencies to the NCIJTF. The MOU is supplemented by required Addendum A containing elements specific to the executing member agency and its relationship to NCIJTF.

- A. (U) AUTHORITY.** The NCIJTF is constituted under and operates pursuant to the authority of National Security Presidential Directive (NSPD)-54/Homeland Security Presidential Directive (HSPD)-23 and the Attorney General Guidelines for the NCIJTF. In addition, the NCIJTF operates in accordance with the Federal Bureau of Investigation's (FBI)'s independent authority to coordinate intelligence, investigative, and operational response to cyber threats, attacks, or intrusions under 28 U.S.C. § 533, 28 C.F.R. § 0.85, Executive Order 12333, as amended, Annex II to NSPD-46/HSPD-15, and titles 18 and 50, United States Code.
- B. (U) DEFINITIONS.**
1. (U) "Member Agencies" means all agencies, inclusive of US Federal Agencies, State and Local Agencies, and International Agencies represented at the NCIJTF.
 2. (U) "Cyber threat investigation" means any actions taken within the United States, consistent with applicable law and Presidential guidance, to determine the identity, location, intent, motivation, capabilities, alliances, funding, or methodologies of one or more groups or individuals implicit to the underlying threat.
 3. (U) "Assignees" means representatives from member agencies working at the NCIJTF who are doing the work of their agency and who are being rated and reviewed by their agency officials.
 4. (U) "Detailees" means representatives from member agencies working at the NCIJTF who are on loan to the FBI, or deputized by the FBI, and acting in the capacity of an FBI employee.

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5. (U) "NCIJTF information" means information obtained by an assignee and/or detailee in the course of a cyber threat investigation coordinated by or routed through the NCIJTF.
 6. (U) "Comprehensive National Cybersecurity Initiative" means a portfolio of initiatives and enablers to secure cyberspace, assigned to the U.S. Director of National Intelligence to monitor and coordinate, done in coordination with the Secretaries of State, Treasury, Defense, Commerce, Energy and Homeland Security, and the Attorney General.
- C. (U) **PURPOSE.** This document provides rules and guidance to NCIJTF Member Agencies assignees and/or detailees. This MOU is intended to:
1. (U) Detail the structure of the NCIJTF to maximize cooperation among and provide clear roles for NCIJTF Member Agencies and their assignees and/or detailees;
 2. (U) Outline resource allocation and general funding considerations to ensure efficient and equitable NCIJTF operations; and
 3. (U) Formalize the NCIJTF's information management policies and procedures to maximize information available to US and non-US law enforcement and intelligence agencies while ensuring there are robust safeguards in place to protect sources, methods, and sensitive information.
- D. (U) **MISSION.** The NCIJTF coordinates, intergrates, and shares pertinent information related to cyber threat investigations among counterintelligence, counterterrorism, intelligence, and law enforcement activities of member organizations.
- E. (U) **SCOPE.** This MOU applies to all activities conducted by Member Agencies pursuant to, or enabled by, their membership in the NCIJTF. Specific details regarding the scope of the MOU as it pertains to each particular agency will be maintained in the Addendum appropriate to the respective agency.
- F. (U) **GENERAL PRINCIPLES.** All Member Agencies agree that the following general principles shall apply to the interpretation of these rules and guidance:
1. (U) These rules and guidance shall be implemented in a manner consistent with the provisions of the Constitution and applicable laws, Presidential Directives, Attorney General Guidelines, applicable court orders, and DOJ/FBI policies and regulations.
- G. (U) **NCIJTF GOALS.** The NCIJTF conducts its mission through application of the following key goals:
1. (U) **Identification** of threat actors who are operating within or targeting the national information infrastructure, the physical critical infrastructure, and the economy by leveraging all-source domestic and international intelligence obtained under Member Agency authorities, with a primary objective of attribution to individual human, nation-state, and terrorist threat actors;
 2. (U) **Mitigation** of threat activity to the maximum extent feasible by maintaining and sharing awareness of threat tools, techniques, and processes, ongoing and planned threat operations, and the impact of hostile cyber incidents;

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3. **(U) Neutralization** of threats to the maximum extent feasible by empowering member agencies with actionable intelligence that allows the appropriate agency to exercise its respective authorities to conduct computer network operations; and
4. **(U) Enhancement** of collective situational awareness of cyber threats by fostering communication, collaboration, information sharing, and operational de-confliction among member agencies.

H. (U) STRUCTURE OF THE NCIJTF. The NCIJTF is structured to facilitate coordinating, integrating, and sharing pertinent information related to cyber threat investigations and operations.

1. (U) Management and Guidance.

- a. (U) Under the authority of the Attorney General, the Director of the FBI is responsible for the operation of the NCIJTF.
- b. (U) The FBI, in consultation with DOJ, and in coordination with Member Agencies, drafts policies and guidelines and interprets law and policy for the NCIJTF.
- c. (U) Member Agencies will advise assignees and/or detailees regarding individual agency operational concerns related to investigations and operations coordinated by NCIJTF.

2. (U) Relationship between Member Agencies and NCIJTF.

- a. (U) Member Agencies shall commit assignees and/or detailees to work at the NCIJTF and agree to conduct activities related to the NCIJTF in conformity with this MOU and the Addendum signed by the respective Member Agency.
- b. (U) Each member agency agrees to not knowingly act unilaterally on NCIJTF matters without first coordinating with the NCIJTF Director. NCIJTF matters include, but are not necessarily limited to:
 - i. Investigations and operations coordinated by NCIJTF;
 - ii. Membership; and
 - iii. Its role and relationships within the Comprehensive National Cybersecurity Initiative;

3. **(U) Membership.** Agencies of the United States Intelligence Community and/or Federal law enforcement authorities, international law enforcement or intelligence agencies, and state/local law enforcement agencies, and other agencies as appropriate, may join the NCIJTF, provided they agree to operate as a Member Agency consistent with these rules and guidelines, and any related procedures concerning the operations of the NCIJTF. Each Member Agency must execute the NCIJTF MOU and the Addendum which is appropriate to their respective agency.

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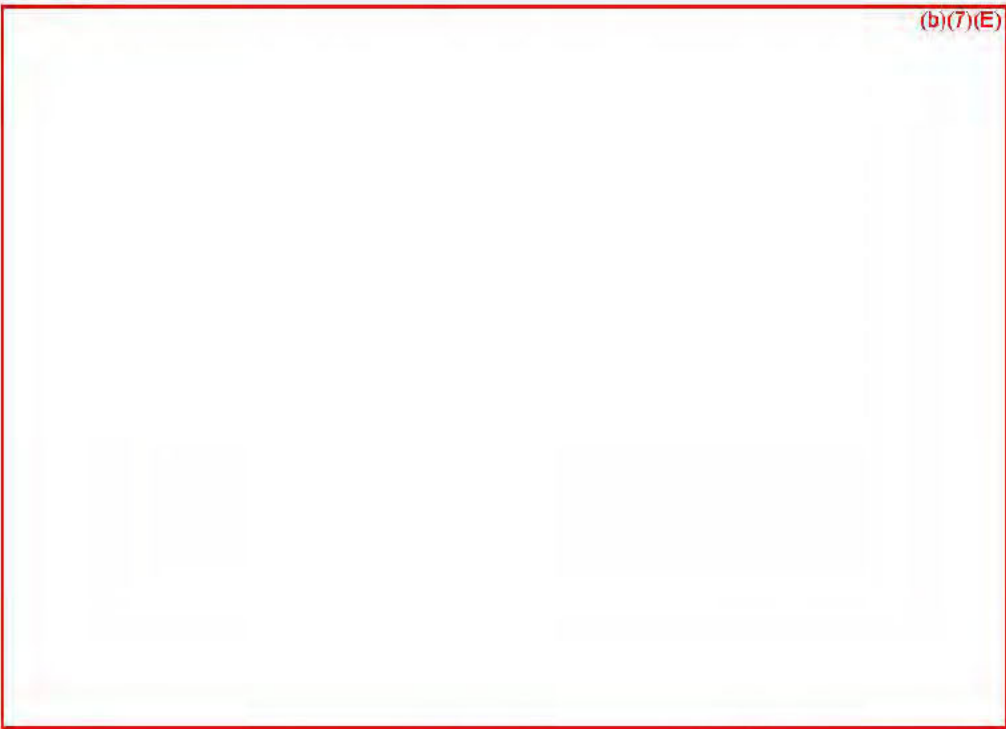
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I. (U) RESOURCES

1. (U) Personnel.

- a. (U) Assignees and/or detailees shall remain employees of their respective sponsor agencies.
- b. (U) The primary office location for assignees and/or detailees will be at the NCIJTF facility.

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- d. (U) All member agencies assignees and/or detailees are expected to follow all security procedures as identified by the FBI's Security Policy Manual or its successor policy, in coordination with the guidance of the NCIJTF Security Officer and FBI Security Division. To assist assignees and/or detailees, the NCIJTF Security Officer will provide training on FBI security procedures applicable to the assignment.
- e. (U) NCIJTF assignees remain subject to the personnel rules, regulations, laws, and policies of their sponsor agency. Each Member Agency is responsible for the administration of personnel matters related to their own assignees including, but not limited to, pay, leave and performance evaluation. NCIJTF detailees, however, in some instances are subject to the NCIJTF's personnel rules regarding performance evaluation and pay. Specific details regarding each member agencies' role in the personnel matters of their assignees/detailees may be found in the Addendum which is appropriate to their respective agency.
- f. (U) NCIJTF Director has the discretion to suspend or terminate an assignee's and/or detailees access to NCIJTF space, resources, and information. In the case of any such

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suspensions or terminations, the NCIJTF Director will promptly notify the assignee's and/or detailee's sponsor agency.

- g. (U) The FBI maintains coordination responsibilities for management of the NCIJTF and all of its activities. In the event of an inquiry into NCIJTF activities by an investigative or administrative body, including but not limited to the FBI's Office of Professional Responsibility or Inspection Division, each Member Agency agrees its employees assigned to the NCIJTF may be subjected to interview by the FBI.

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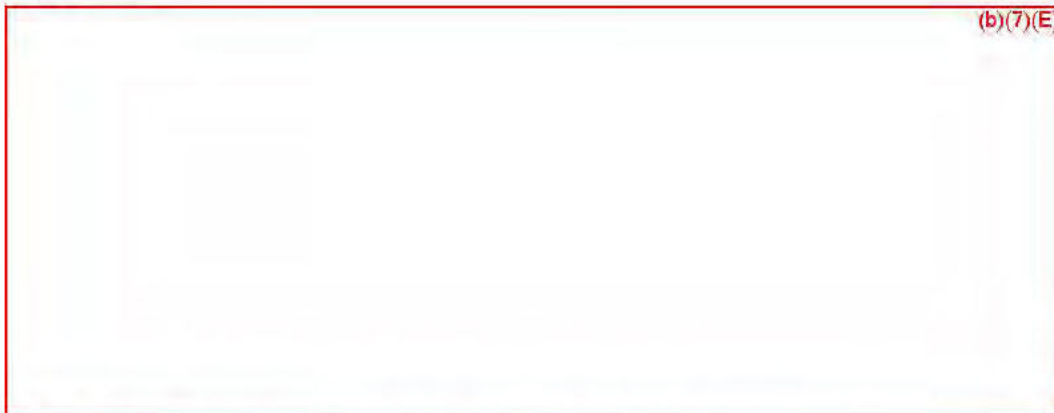
- 2. (U) **Funding.** These rules and guidance do not constitute a commitment of funds or a basis for transfer of funds between any Member Agencies. Unless agreed upon in writing and consistent with applicable laws, regulations, and policies, each Member Agency shall bear its own costs related to its participation in the NCIJTF, with the exception noted in the following paragraph, regarding physical location and support. Expenditures by each Member Agency are subject to that Member Agency's budgetary processes and to the availability and resources pursuant to applicable laws, regulations and policies. Nothing in this paragraph implies that Congress will appropriate additional funds for such expenditures. Any exception to this will be maintained in the Addendum which is appropriate to their respective agency.
- 3. (U) **Physical Location and Support.** The FBI shall provide NCIJTF infrastructure and space for NCIJTF assignees as appropriate.
- 4. (U) **Training.** All NCIJTF member agency's assignees and/or detailees are required to attend FBI legal training in compliance with FBI regulations and any other training deemed necessary by the FBI. The FBI is responsible for the costs of such training.
- 5. (U) **Medical.** All member agencies will ensure that their assignees and/or detailees are medically qualified according to their agencies' standards to perform the duties, functions and responsibilities as it relates to their role in the NCIJTF. Specific details regarding each particular agency may be found in the Addendum appropriate to that Agency.

- 6. (U) **Vehicles.** (b)(7)(E)
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agency member which is outside of the scope of his or her official duties and assignments under this MOU and /or the Addendum appropriate to his/her respective Agency.

7. (U) **Travel.**



8. (U) **Express Reservations.** Nothing in these operational and administrative rules and guidance shall be deemed to create an employment relationship between the United States, and any participating NCIJTF Member Agency's assignee and/or detailee.

J. (U) **INFORMATION MANAGEMENT.** Successful operation of the NCIJTF requires shared access to and joint analysis of intelligence and law enforcement information. NCIJTF information shall be shared among assignees to the fullest extent permitted by law, but consistent with operational security and FBI information and physical security policies. Such broad access and analysis will enable assignees to receive the information necessary to fulfill their respective cyber missions. Given the sensitive and often classified nature of information NCIJTF will handle, broad access requires specific guidance and procedures for protecting the sources and methods used to collect this vital information.

1. (U) Nothing in these rules and guidance shall be interpreted to alter existing legal authorities governing the creation, dissemination, or retention of information among Member Agencies. Any FISA data that will be shared or disseminated will be minimized in accordance with the FBI's Standard Minimization Procedures.
2. (U) **Primary Information Sharing Principle.** At all times, information introduced into the NCIJTF for review, analysis, or other use by NCIJTF assignees will retain its original handling caveats and continue to belong to the introducing Member Agency or other U.S. Government agency that originated the information. That information is subject to whatever access controls or handling restrictions deemed appropriate by the introducing or originating agency.
3. (U) **Disclosing Information within NCIJTF.** Dissemination of sensitive and classified information within NCIJTF requires strict adherence to the rule of law, the need-to-know principle, and staunch protection from unauthorized access, disclosure and compromise of sensitive information. Information regarding cyber threats shall be disseminated within the NCIJTF by Member Agencies and their assignees to the fullest extent permitted by law and consistent with policy. However, operational security will limit disclosure to personnel whose duties require the information for their official duties.

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4. (U) **Dissemination of Information Outside the NCIJTF.** [Redacted] (b)(7)(E)

[Redacted] (b)(7)(E)

5. (U) **Personally Identifiable Information.** Member agencies acknowledge that to the extent the activities contemplated by this agreement identify U.S. persons, whose information is protected by the Privacy Act of 1974 and/or Executive Order 12,333 (or any successor executive order), all such information will be handled lawfully pursuant to the provisions thereof.

6. (U) **Termination of Arrangement.** The responsibilities of assignees and/or detailees with respect to the protection of information under this MOU are intended to continue to remain in effect after this MOU is terminated.

K. [Redacted] (b)(7)(E)

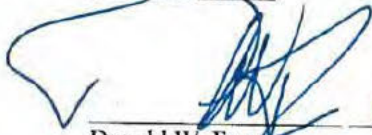
L. (U) **NO THIRD PARTY RIGHTS.** These rules and guidance are not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party.

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- M. (U) **LIABILITY** - Member agencies acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the NCIJTF remains vested with his or her employing agency. However, the Department of Justice (DOJ) may, in its discretion, determine on a case-by-case basis that an individual should be afforded legal representation, legal defense, or indemnification of a civil judgment, pursuant to federal law and DOJ policy and regulations. Liability issues/concerns that are specific to each type of agency are maintained in the Addendum appropriate for that particular agency.
- N. (U) **DURATION AND MODIFICATION.** The term of these rules and guidance shall be for an indefinite period contingent upon the approval of necessary funding for the continued existence of the NCIJTF.
- O. (U) **EFFECTIVE DATE.** These rules and guidance shall become effective when signed by authorized representatives of the Member Agencies. Any Addendums or Annexes modifying these rules shall become effective when signed by authorized representatives of each relevant Member Agency.

SIGNATORIES:


 Donald W. Freese
 Director
 NCIJTF

1-15-16
 Date

(b)(6)

 1/14/16
 Date

DR JOHN LAUNGBURY
 DIRECTOR I20, DARPA

