

Knowledge Central Acceptable Use Agreement

This Acceptable Use Agreement (“Agreement”) governs the use of Knowledge Central, a knowledge sharing internet application (“KC”) by employees of the Federal Reserve System, banking regulatory agencies, and approved third parties (collectively, “Users”).

I. Overview

Knowledge Central is a web-based, internet application that supports communities of practice – groups of individuals with a common interest in a topic or area to foster best practices, improve skill sets and share knowledge. The Knowledge Central environment was created to allow for collaboration and knowledge sharing amongst the Federal Reserve System, banking regulatory agencies and approved third party entities (as defined below).

Individuals are granted access to communities in Knowledge Central and are only allowed to see content within those communities. An individual will not be able to view content in a community of which he or she is not a member.

II. Definitions

A. Knowledge Central (“KC”) is a web-based knowledge sharing internet application that consists of communities of practice.

B. Communities of Practice (“CoP”) are groups of individuals with a common interest in a topic that aim to foster best practices, improve skillsets or share knowledge with respect to such topic.

C. Knowledge Management Support Office (“KMSO”) is located at the Federal Reserve Bank of Cleveland (“Bank”) and provides support and troubleshooting for KC.

D. Administrator(s) are KMSO representatives who are responsible for supporting KC. Administrators have full access to all KC CoPs, including access to all content, in connection with their duties to support KC. No Content from any CoP will be disclosed, shared or distributed unless permission is granted by the Content Owner and/or the Content Participant, or as required by law.

E. Content Owner is the employer of the individual who creates the CoP with the exception that for CoPs created by an employee of a Reserve Bank who is a Board User, the Content Owner shall be the Board.

F. Content Participant is a User who posts content on KC within a CoP.

G. A User is an individual who is granted access to a CoP. Users must be employees of the Federal Reserve System, a banking regulatory agency, or of an approved third party entity.

H. A Reserve Bank User is an employee of a Reserve Bank who is not using KC in performance of functions for or on behalf of the Board of Governors of the Federal Reserve System (“Board”).

I. A Board User is an employee of the Board or an employee of a Reserve Bank who is using KC in performance of functions for or on behalf of the Board.

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- J. A Banking Regulatory Agency User is an employee of a banking regulatory agency.
- K. A Third Party User is an employee of an entity or an individual that does not fall within the definitions contained in II(H), (I), or (J), that has been approved to participate in a specific CoP.
- L. A Community Leader is an individual who is responsible for completing an application to create a CoP and who is responsible to ensure the CoP meets the requirements of this Agreement and the CoPs knowledge Sharing Agreement at all times. A Community Leader is also a User.
- M. A Knowledge Sharing Agreement (“KSA”) is an Agreement created by each CoP’s Community Leader which sets forth the types of information and Content that can be posted in a specific CoP.
- N. Content is any material, including but not limited to documents, presentations, writings, artwork, photographs, designs, plans, information, suggestions, ideas, data, questions, video files or comments that a User posts to KC.
- O. Sensitive or Confidential Content is any Content that the Content Owner has identified to an Administrator as requiring additional security within KC.

III. Responsibilities

A. Community Leaders.

A Community Leader has the most direct contact and interaction with KC Users and has the ability to generate discussion and Content by engaging Users or posting and updating the site with new Content. Community Leaders are responsible for customizing their CoP website, determining the number of members of the community, and holding training sessions for its users using KC. By using KC and agreeing to be a Community Leader, the Community Leader shall:

- (i) create a KSA for the CoP before permitting User access to the CoP;
- (ii) ensure that all Users of a CoP are adhering to this Agreement and the applicable KSA;
- (iii) subject to Section V.B., below, remove any content in a CoP that violates the KSA;
- (iv) verify that a potential User is permitted to access the CoP prior to approving membership in the CoP;
- (v) review the CoP membership list on an ongoing basis to ensure that all Users who are members of the CoP are permitted to access the information within the CoP, still need access to the CoP, and are still employed as either Federal Reserve System employees, employees of a banking regulatory agency, or employees of the approved third party entity;
- (vi) review all general training material related to using KC;
- (vii) timely respond to requests from KC Administrators; and
- (viii) if applicable, ensure that to the extent the Board’s Office of the Secretary (OSEC) has determined the CoP stores Board content, manage Board records in accordance with

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the Board's Records Management Policy and Procedures Manual and consult with OSEC on managing Board records.

B. Users.

By using KC, Users agree that they shall:

- (i) agree to be bound by all CoP rules and guidelines, including but not limited to the applicable KSA and other community terms of use.
- (ii) review all training related material on how to use KC located in the KC Users Community;
- (iii) not use any browser settings that allow storage of their KC User ID or password and not share his or her password with any other person or entity;
- (iv) notify an Administrator upon knowledge that a user ID or password has been compromised;
- (v) not include the name of any financial institutions or customers in Content posted or other information that may lead to the identification of a financial institution or customer, unless otherwise stated in the CoP's KSA;
- (vi) use a valid business e-mail address to register for KC and ensure that the information in their profile is kept current; and
- (vii) report inaccurate or out of date Content to the Community Leader.

IV. Membership

Users granted access to a CoP from a Community Leader are only allowed to see Content within a specific CoP. A Community Leader may revoke a User's membership in a CoP at any time if a User no longer has need for access to the CoP, or if the User does not adhere to the terms of this Agreement or the applicable KSA. Any User no longer employed by a Federal Reserve Bank, the Board, a banking regulatory agency, or an approved third party entity must notify the KC administrator and the CL prior to their employment ending so that access to KC can be discontinued.

V. Posting Content.

- A. General Content. Content is housed on the Federal Reserve System servers, and will be kept indefinitely or for the time period agreed to by the KMSO and the Content Owner. Other than as set forth in this Section V, Community Leaders can remove Content at any time if they feel that the Content should not be posted based upon the applicable KSA or any information sharing agreement.
- B. Board Content. Content posted in CoPs created in furtherance of activities for or on behalf of the Board will only be deleted as authorized by the Board and are subject to all applicable Board policies on records retention. Content posted by Board Users in CoPs that are not in furtherance of activities for or on behalf of the Board may also be records of the Board and, therefore Board Users are required to save such information to an alternate repository.

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- C. **General Restrictions on Posting Content.** Users shall (i) only post Content that he or she is authorized to post and that is approved and listed in the CoP's KSA; (ii) comply with applicable information security classification and handling standards; (iii) not post Content that violates or infringes the rights of others, including, without limitation, patent, trademark, trade secret, copyright, privacy, publicity, or other proprietary rights; (iv) not post attorney-client privileged Content; (v) not post content that is pornographic, obscene, X-rated, or sexually explicit; defamatory, racist, sexist, or otherwise discriminatory or derogatory to any individual or group; or harassing, intimidating, or threatening.
- C. **Record Retention.** Information transmitted, posted, or stored on KC by Reserve Bank Users may be considered a record subject to the retention and other requirements contained in the Federal Reserve System Records Retention Manual or the User's Reserve Bank's records management policy. It may be necessary for the Reserve Bank User to save such information to an alternate repository.
- D. **Information Sharing Agreements.** Any information sharing agreements that have been established between the Federal Reserve and a banking regulatory agency must be adhered to when a Reserve Bank User, Board User, or Banking Regulatory Agency User post Content to a CoP. It is the responsibility of each Banking Regulatory Agency User to know what content he or she is authorized to share with others in KC. If an information sharing agreement does not exist at a banking regulatory agency, it is the responsibility of that agency to understand which content the agency's users are authorize to post.
- E. **Personally Identifiable Information and Data Privacy.** Do not post Personally Identifiable Information (PII) (birth dates, medical information, personal contact information, etc.) to a CoP. Unauthorized sharing of, or access to, PII maintained by the Board, or a Reserve Bank is subject to reporting obligations.
- F. **Information Security.** A CoP that shares Sensitive or Confidential Content may only do so if the CoP has enabled the KC two factor authentication functionality. Reserve Bank Users and Board Users Use of KC must comply with applicable information security, classification, and handling standards and policies. Reserve Bank Users and Board Users must familiarize themselves with the confidentiality settings for posting Content on KC.

VI. Freedom of Information Act

All Content posted on or within KC may be subject to disclosure if a Freedom of Information Act ("FOIA") request or other legal demand is made for a government agency record. Users are responsible for determining what Content to contribute to KC based upon the nature of the Content.

If a User or a User's employer receives a FOIA request (or other legal demand) for Content in KC, upon receipt, the User must notify a KC Administrator and provide a copy of the request to the Administrator. Once an Administrator is aware of a FOIA request or other legal demand for Content, the Administrator and Users have an obligation to maintain (and not destroy) Content that is responsive to the request or demand while a determination is made regarding whether the Content is subject to FOIA.

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VII. Account/Profile.

Each User will have an Account/Profile for KC that contains a user ID and password that must meet requirements for system access (upper and lowercase letters, number, and special character). Passwords must be changed periodically and Users will be prompted when their current password has expired.

VIII. Miscellaneous

- A. Reliance on Content. Content contained in KC and CoPs may contain errors and is subject to frequent updates. All Users should conduct their own research to ensure the Content is accurate before relying on it. By accessing KC, all Users acknowledge that they will not rely upon the Content provided as a substitute for their own research. None of the twelve Federal Reserve Banks, the KMSO, the Board of Governors of the Federal Reserve System, nor any of their employees or contractors make any warranty, express or implied, nor assume any legal liability or responsibility for the accuracy, completeness, or usefulness of any Content, nor represent that its use would not infringe on privately owned rights.
- B. Support. Administrators within the KMSO are responsible for providing technical support for KC. All requests for support shall be sent to sys.kmsoclev.frb.org.
- C. Monitoring. Administrators may monitor all Content. Users have no expectation of privacy in any Content, in their use of any CoP, or use of KC. If monitoring reveals use that is deemed inappropriate, the Administrator may immediately remove Content, prohibit a User's participation in CoPs, and take whatever additional action it deems appropriate.
- D. Updates to Agreement. This Acceptable Use Agreement is subject to change at any time. All Users of KC are required to adhere to all provisions of this Agreement as of the date of the update to the Agreement.