Rules of Behavior

First Responder Communities of Practice (FRCoP) is an information technology service established by the Department of Homeland Security (DHS) Science &Technology Directorate's First Responder Group (FRG) program.

Article I. General Information:

1. First Responder Communities of Practice provides First Responders access to an online collaborative platform to share information, network with other vetted First Responders and collect and share resources relevant to prevent, protect against, respond to and recover from all-hazard incidents. Because the service may provide sensitive but unclassified information, access to the Service is limited to members who have been identified and authorized by First Responder Communities of Practice.
2. While the site's landing page is available to the general public on the Internet (via any compatible web browser), privileged access is restricted to those individuals who have been vetted and authorized by First Responder Communities of Practice personnel, and subsequently identified and authenticated by the system itself via a user logon and password.
3. Registered Users should be aware that by registering they have implicitly provided permission for the system to send them periodic service announcements and administrative messages via email. Registered Users should also understand and agree that the service may include certain communications from First Responder Communities of Practice personnel. User information will not be used for marketing purposes or shared except if required by applicable DHS policy or federal laws or regulations. Registered Users will be offered the opportunity to unsubscribe at any time.
4. DHS 4300A Sensitive Systems Policy requires system specific Rules of Behavior (RoB) to be defined for all DHS IT systems. This RoB policy details the expected behavior of Registered Users when accessing and using the system. RoB policies that are understood and followed help ensure the security of systems and the confidentiality, integrity, and availability of information. RoB policies inform users of their responsibilities and let them know they will be held accountable for their actions while they are accessing DHS owned systems. DHS 4300A Sensitive Systems Policy requires that Registered Users are briefed with regards to these rules and are aware of the disciplinary actions that may result from non-compliance. Additionally, Users are required to agree to and sign this RoB policy (alone via a checkbox during registration) prior to being granted Registered User access to First Responder Communities of Practice.
5. The First Responder Communities of Practice Information Systems Security Officer (ISSO) will ensure that all Registered Users read and acknowledge the RoB before being granted access to the system. The ISSO, in conjunction with System and Application Administrators as appropriate, will maintain a current list of all registered First Responder Communities of Practice users and ensure the existence of acknowledgement of the RoB as current for each. Acknowledgement of the RoB is captured when a registering user clicks the checkbox stating "I have read and understand the Rules of Behavior".
6. All Non-Compliances with First Responder Communities of Practice RoB shall be considered security incidents in accordance with DHS policy and thoroughly investigated by the system's ISSO in accordance with the First Responder Communities of Practice Incident Response Plan. If an investigation concludes that a violation has indeed occurred, a warning may be issued, or the offending Registered User's account may be temporarily or permanently disabled or removed, effectively revoking all privileged access to the information system and any data contained therein. In some cases, violators may be subject to criminal prosecution.
7. In the event DHS distributes draft guidance documents through a Restricted Community seeking comments from Registered Users, Users are required to refrain from disclosing the contents of such draft guidance documents outside of the Restricted Community to preserve DHS' or its contractor's ability to evaluate for patentability. Users also waive any right or claims of intellectual property in the draft guidance documents or finalized documents to the extent such finalized documents may incorporate User's comments.

Settings Online Friends (0)

email and asked to re-read and re-acknowledge or risk the temporary disablement of their account at the discretion of the First Responder Communities of Practice ISSO, until they comply.

Article II. Definitions:

1. "Open Community" shall mean all communities within First Responder Communities of Practice on the online collaborative platform that places no restrictions on access.
2. "Product Vendor" shall mean User that represents a company or organization that is currently under contractor to sell a product to the United States Department of Homeland Security or is seeking to enter a contractual relationship with the United States Department of Homeland Security to sell a product.
3. "Restricted Community" shall mean a community in which a Community Administrator has determined and requested limitation placed on those that access the community due to the nature of the work, information to be shared, or membership.
4. "Vendor" shall mean any User that represents a company or organization that is currently under contract to sell a product or service to the United States Department of Homeland Security or any other government entity, including Federal, State, Tribal, Territorial, and local governments.

Article III. User Account:

1. Registered Users shall be provided access and granted rights to First Responder Communities of Practice according to "need to know" and "least privilege".
2. Users shall understand that any/all use of the First Responder Communities of Practice information system is subject to continuous monitoring in accordance with DHS policy at that access is at the liberty of DHS.
3. Users shall not circumvent or attempt to circumvent any security countermeasures or safeguards.
4. All users shall have individual accounts. Shared, or sharing of, accounts shall not be permitted at any time, for any reason.
5. All user account credentials (usernames and passwords) will be unique and associated directly with a single "live" individual.
6. No individual user shall be permitted more than one account at any given time.
7. Users shall be aware that their account is subject to automatic disablement after 45 days of inactivity. Users will be sent a warning notice when their account is about to be disabled.
8. If an individual user no longer requires access to First Responder Communities of Practice, it shall be his or her responsibility to notify the system's ISSO or System Administrator immediately so that the account can be disabled or removed.
9. User accounts/credentials shall not be transferrable to any other individual under any circumstances.

Article IV. Password Protection

1. Users shall protect their password from disclosure.
2. Users shall not reveal their password to others.
3. Users shall be responsible for any computer activity associated with their username and password.
4. User shall not write down or post their password.
5. Users shall change their password immediately if it is suspected to have been compromised and subsequently notify the First Responder Communities of Practice ISSO and/or System Administrator.
6. All passwords shall meet the following password requirements:
   i. Passwords are at least 8 characters long and have a combination of letters (upper- and lower-case), numbers, and special characters. Nail passwords are not allowed.
   ii. Passwords must be changed every 90 days and the new password cannot be the same as any of the user's last eight passwords.

Article V. System Access:

1. Users shall not enter into this or any other DHS computer system without explicit authorization. Any unauthorized entry into this information system is a serious security violation and may result in civil or criminal prosecution depending on the extent of the violation.
2. Users shall not permit any unauthorized individual (including spouse, relative, co-worker, or friend) access to restricted/non-public areas of the information system.
3. Users shall understand and accept responsibility for protecting all output generated under their account (for example, printed output, CD/DVD ROM, USB/Flash memory, external hard drives, magnetic tapes).
4. Users shall not print, distribute or disseminate other users' Personally Identifiable Information.
5. Users shall understand and accept that there is no expectation of privacy and that their activity is subject to auditing at all times while using First Responder Communities of Practice.
6. Users shall agree to notify the System Administrator when access to the information system is no longer needed or when a user ceases to be a First Responder.
7. Users shall understand that evidence of acknowledgement of this agreement will be kept on file with the System Administrator when they agree to accept the RoB.

Article VI. Website Content:

1. Information or content posted to the website must relate to professional activities and mission of First Responder Communities of Practice.
2. Users provide to First Responder Communities of Practice, and the Department of Homeland Security, a royalty-free license to use, reproduce, distribute, and create derivatives of all information or content posted to the website for the limited purpose relating to non-commercial activities consistent with the mission of First Responder Communities of Practice.
3. Users shall not upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable.
4. User shall not post or transmit through the First Responder Community of Practice website any material which contains advertising or any solicitation with respect to any products or services, including products and services sold by User's company, nor use the First Responder Community of Practice website to advertise or perform any commercial solicitations.
5. Users shall not post CLASSIFIED or LAW ENFORCEMENT SENSITIVE information or documents to First Responder Communities of Practice under any circumstance. In addition, it is the user's responsibility to use reasonable judgment when posting data to the system to avoid the creation of information that could be considered SENSITIVE or CLASSIFIED in aggregate. FOR OFFICIAL USE ONLY or SENSITIVE BUT UNCLASSIFIED MATERIAL are the highest classifications of sensitive material permitted on the site.
6. Users shall not impersonate any person or entity, or falsely state or otherwise misrepresent themselves or any data they put on the system.
7. Users shall not forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through First Responder Communities of Practice.
8. Users shall not upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements).
9. Users shall not upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party.
10. Users shall not upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.
11. Users shall not upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service, intentionally or unintentionally violate any applicable local, state, national or international law, collect or store personal data about other users.

Article VII. DHS Seal, Insignia, and Other Visual Identities:

Nothing in this ROB shall be interpreted to provide Users authorization to use the official seal, insignia or other visual identities of the Department of Homeland Security. The DHS seal, insignia, or other visual identities shall not be use in any manner to imply endorsement of any commercial product or activity by DHS or the United States Government. Use of the DHS seal without proper authorization violates federal law (e.g., 18 U.S.C. §§ 506, 701, 1017), and is against DHS's policies governing usage of the seal.

Article VIII. Disclaimer of Endorsement:

Any reference on the First Responder Communities of Practice website or materials to any specific commercial products, processes, or services by trade name, trademark, manufacturer, or otherwise, does not constitute or imply its endorsement, recommendation, or favoring by the Department of Homeland Security or the United States Government.

Article IX. No Commercial Advantage:

1. The participation and access to the First Responder Communities of Practice website or materials by Users that are Product Vendors is restricted to the mission of First Responder Communities of Practice. That is, Product Vendors' participation should be for the purposes of supporting homeland security efforts by improving collaboration and information sharing amongst the nation's First Responders and other Federal, State, Tribal, Territorial, and local governments. Product Vendors' participation shall not be used for purposes of solicitation or promotion of a vendor product that is not already under contract with the United States Department of Homeland Security.
2. Vendor participation is strictly prohibited for the primary purpose of obtaining a commercial advantage for existing and future government procurement.

Article X. Security Reporting Requirements:

Registered Users must promptly report any known/observed violations of or non-compliance with the First Responder Communities of Practice RoB including (but not limited to) observed IT security incidents, suspicions of security violations, or posting of inappropriate content. Reports should be made directly to the First Responder Communities of Practice ISSO or System Administrator.

Article XI. Export Control

First Responder Communities of Practice is a tool to share industry-specific information, including both technical and non-technical information, among practitioners and interested parties. The First Responder Communities of Practice site offers authorized jurisdictions the opportunity to share situational awareness information in coordinating among participating jurisdictions the planning for and responding to natural or man made disasters. All Registered Users have the responsibility to comply with all applicable laws and regulations regarding the export of controlled information. There laws and regulations include those set forth in the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and with embargoes and sanctions programs administered by the Office of Foreign Assets Control (OFAC). All users of the First Responder Communities of Practice site must comply with U.S. export control laws.

Under the EAR and ITAR, "export" includes the act of discussing certain technical information to foreign nationals, whether from or within the United States, in chat rooms, electronic bulletin boards; emails, links, and other communications mechanisms. A license may be required for such exports depending on the nature of the technical information discussed, its intended end use, the nationality of the recipient, and the physical location of the recipient when they access the information.

Technical information controlled under the EAR Commerce Control List (CCL) and ITAR U.S. Munitions List (USML) appears at 22 C.F.R. Section 121 and 15 C.F.R. Part 774 (available at www.ecfr.gpo), respectively.

For further guidance, please see www.pmddtc.state.gov, www.bis.doc.gov, or www.treasury.gov/ofac. You can also contact the Department of State Directorate of Defense Trade Controls Response Team at (202) 663-1282 or at DDTCResponseTeam@state.gov, the Department of Commerce Bureau of Industry and Security Office of Exporter Services at (202) 482-4811 or at http://www.bis.doc.gov/index.php/component/rsform/form/13-contact-eastern-counselor?task=forms.edit, and the Department of Treasury Office of Financial Assets Control at 1-800-540-6322 or at ofac_feedback@do treas.gov

DHS PERSONNEL ONLY may additionally contact the DHS Science and Technology Directorate Compliance Assurance Program Office Export Control Group at exportcontrols@hq.dhs.gov with any questions regarding the above.

Therefore, by accessing the First Responder Communities of Practice site, you certify:

1. That you will not email, post, or otherwise use the First Responder Communities of Practice site to:
   - Make available any information on the First Responder Communities of Practice site that is controlled for export under the EAR or ITAR; or
   - Provide assistance with regards to any item or service related to a military application.
2. That no information contained within any document posted by you is subject to restrictions on dissemination.
3. That you are not listed on OFAC's list of Specially Designated Nationals or any other United States list of prohibited persons and parties (available at http://export.gov/ecr/eg_main_023148.asp) and that you are not an agent of such party, and
4. That you will not attempt to access of Practice while in countries subject to comprehensive United States embargoes, as discussed above.

NOTE: We provide the following observation, subject to the disclaimer that follows, in order to help the user understand the types of information that may be subject to export controls.

The following are representative types of technologies that may be subject to export control limitations. These limitations may include communications involving the use (i.e., information on operation, installation, maintenance, repair, overhaul, and refurbishing), development, and/or production of:

- Chemical and biological threat agents;
- Explosives;
- Nuclear weapons and radioactive materials;
- Chemical and biological threat agents, explosives, radioactive material, and toxic gas detection devices;
- Hardware and software with encryption functionality;
- Explosives and explosives detonator detection equipment;
- Concealed object detection equipment operating in the frequency range from 30 GHz to 3000 GHz; and
- Software for modeling or simulation of conventional, chemical, biological, nuclear (to include radiological) weapons design, development or employment.

THE ABOVE LIST OF CATEGORIES OF TECHNICAL INFORMATION IS PROVIDED FOR ILLUSTRATIVE PURPOSES AND IS NOT INTENDED TO BE EXHAUSTIVE OF THE TYPES OF TECHNICAL INFORMATION THAT ARE CONTROLLED UNDER THE EXPORT ADMINISTRATION REGULATIONS. IT IS YOUR SOLE RESPONSIBILITY AS A REGISTERED USER TO ENSURE THAT YOU DO NOT EXCHANGE TECHNICAL INFORMATION CONTROLLED UNDER THE EXPORT ADMINISTRATION REGULATIONS AND THE INTERNATIONAL TRAFFIC IN ARMS REGULATIONS. THE LIST OF CATEGORIES OF TECHNICAL INFORMATION IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY. IN NO EVENT SHALL THE UNITED STATES GOVERNMENT AND ITS EMPLOYEES OR ITS CONTRACTORS OR SUBCONTRACTORS AND THEIR EMPLOYEES BE LIABLE TO NON-FEDERAL INDIVIDUALS OR ENTITIES FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH RELIANCE ON THIS LIST OF CATEGORIES OF TECHNICAL INFORMATION FOR COMPLIANCE WITH THE EXPORT ADMINISTRATION REGULATIONS

First Responder Communities of Practice is a tool to share industry-specific information, including both technical and non-technical information, among practitioners and interested parties. It is the user's responsibility to comply with all applicable laws and regulations regarding the export of controlled information. These laws include regulations set forth in the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and with embargoes and sanctions programs administered by the Office of Foreign Assets Control (OFAC). Exporting information includes providing access to information through emails, links, and other sharing mechanisms. Certain information, including technical data such as that which is available on this website, may be controlled for export reasons, including through email, from the United States or, within the United States, to foreign nationals.

For further guidance, please see www.pmddtc.state.gov, www.bis.doc.gov, or www.treasury.gov/ofac.

You certify that you will not email, post, or otherwise make available any information on First Responder Communities of Practice that is controlled for export under the EAR, ITAR, or other government regulation to countries subject to comprehensive U.S. embargoes (http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx) and/or EAR Antiterrorism (AT) controls (http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=9e1fd60ee75e1d9f35435882e9ab4dbc&rgn=div5&view=text&node=15:e.15.1.742_main_02.tpl), that you will not use First Responder Communities of Practice to provide assistance with regards to any item or service related to a military application; and that no information contained within any document posted by you is subject to restrictions on dissemination. You further certify that you are not listed on OFAC's list of Specially Designated Nationals or any other United States list of prohibited persons and parties (available at http://export.gov/ecr/eg_main_023148.asp) and that you are not an agent of such party, and that you will not attempt to access First Responder Communities of Practice while in countries subject to comprehensive United States embargoes and/or EAR AT controls, as discussed above.

Article XII. Additional Terms and Conditions Pertaining to Restricted Access Communities

First Responder Communities of Practice reserves the right to create Restricted Access Communities specifically to facilitate projects or activities sanctioned under an International Agreement for Cooperation in Science and Technology for Critical Infrastructure Protection and Other Homeland/Civil Security Matters Science, and will require that you adhere to additional terms and conditions pertaining to your access to, use of, and participation in such Restricted Access Communities. You agree to abide by and comply with any such additional terms and conditions pertaining to your access, use of, and/or participation in certain designated Restricted Access Communities. All additional terms and conditions referenced herein shall be deemed to be incorporated by reference into these Rules of Behavior.

Article XIII. Modification of the Service

First Responder Communities of Practice reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that First Responder Communities of Practice shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. First Responder Communities of Practice is not liable for any data or information lost as a result of discontinuance of service.

Article XIV. Termination

You agree that First Responder Communities of Practice may, under certain circumstances and without prior notice, immediately terminate your account and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the RoB or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your First Responder Communities of Practice account may include (a) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof) and (b) barring further use of the Service. Further, you agree that all terminations for cause shall be made in First Responder Communities of Practice sole discretion and that First Responder Communities of Practice shall not be liable to you or any third party for any termination of your account or access to the Service.

Article XV. Links

The Service or authorized users may provide links to other World Wide Web sites or resources. Because First Responder Communities of Practice has no control over such sites and resources, you acknowledge and agree that First Responder Communities of Practice is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that First Responder Communities of Practice shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

Article XVI. Views Expressed by Users:

The views expressed by Users of the First Responder Communities of Practice system do not represent the views of the Science and Technology Directorate, the Department of Homeland Security or the United States Government.

Article XVII. Department of Homeland Security Solicitation of Comments on Draft Guidance Documents:

1. The Department of Homeland Security, Science and Technology Directorate's First Responder Group may distribute, through the First Responder Community of Practice system, draft guidance documents seeking comments from Registers Users within a Restricted Community. Users acknowledge that any comments provided are offered voluntarily without any expectation of receiving, or claim for, compensation, financial benefit or reimbursement of any kind from the Department of Homeland Security or the United States for providing such comments. Furthermore, by providing comments, the User waivers any right or claims of intellectual property in the draft guidance documents or finalized documents to the extent such finalized documents may incorporate User's comments. User will, however, retain all rights to its individual products that may be developed utilizing any process, guide or standard set forth in the guidance documents distributed by the Department of Homeland Security, Science and Technology Directorate's First Responder Group.

2. Any draft guidance document distributed by the Department of Homeland Security for comments that contains a marking requesting "confidentiality" and distributed within a Restricted Community may be undergoing evaluation for patentability by the Department of Homeland Security. Users shall not disclose the contents of such draft guidance documents outside of the Restricted Community. Any disclosure outside the Restricted Community could endanger the Department of Homeland Security's patentability evaluation and could result in inability to patent certain aspects of any process, or method described in such guidance documents. Users shall adhere to this obligation of non-disclosure until the Department of Homeland Security has authorized distribution of the guidance document outside the Restricted Community.

3. Users acknowledge that draft document distributed for comments by the Department of Homeland Security, Science and Technology Directorate's First Responder Group are: PROVIDED AS GUIDANCE, AND DO NOT CONTAIN OR INFER ANY OFFICIAL REQUIREMENTS, POLICIES, OR PROCEDURES, AND DO NOT SUPERSEDE ANY EXISTING OFFICIAL EMERGENCY OPERATIONS PLANNING GUIDANCE OR REQUIREMENTS DOCUMENTS. THE DEPARTMENT OF HOMELAND SECURITY DOES NOT PROVIDE ANY WARRANTIES OF ANY KIND REGARDING ANY INFORMATION CONTAINED WITHIN. IN NO EVENT SHALL THE UNITED STATES GOVERNMENT OR ITS CONTRACTORS OR SUBCONTRACTORS BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, AND INCLUDING DAMAGES BASED ON ANY NEGLIGENCE OF THE UNITED STATES GOVERNMENT OR ITS CONTRACTORS OR SUBCONTRACTORS, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH DRAFT GUIDANCE DOCUMENTS, WHETHER OR NOT BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, WHETHER OR NOT INJURY WAS SUSTAINED BY PERSONS OR PROPERTY OR OTHERWISE, AND WHETHER OR NOT LOSS WAS SUSTAINED FROM, OR AROSE OUT OF THE RESULTS OF, OR USE OF, THE DRAFT GUIDANCE DOCUMENTS. THE UNITED STATES GOVERNMENT DISCLAIMS ALL WARRANTIES AND LIABILITIES REGARDING THIRD PARTY COPYRIGHTED INFORMATION, IF PRESENT IN SUCH DRAFT GUIDANCE DOCUMENTS "AS IS."

Article XVIII. Job Board Rules and Responsibilities:

1. Description of First Responder Job Board: The First Responder Communities of Practice website offers a Job Board as a venue for authorized users to post and access certain First Responder related job opportunities. The employment opportunities listed here are limited to First Responder-related employment opportunities with the Federal, state, local, and tribal governments and certain non-profit organizations. First Responder Communities of Practice provides the Job Board as a service only. First Responder Communities of Practice is not involved in the actual transaction between employers and candidates and has no control over the truth or accuracy of the listings or truth or accuracy of any applications responding to the listings
2. Job Board Rules of Behavior: All Job Board listings are subject to the terms of conditions of Article XVI of this ROB. In addition, Registered Users are required to follow the other provisions of this Rules of Behavior when posting or replying to a job discussion thread. First Responder Communities of Practice is not responsible for any employment selection or any decision to fill or retract an advertised employment opportunity, made by any authorized entity posting jobs on the web site.
3. Disclaimer of Liability Regarding the Posting of Opportunities, Applications, and Any Resulting Interactions: THE FIRST RESPONDER COMMUNITIES OF PRACTICE JOB BOARD IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE JOB BOARD WILL CONFORM TO SPECIFICATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT, ANY WARRANTY THAT THE JOB BOARD WILL BE ERROR FREE, OR ANY WARRANTY THAT ITS OPERATION WILL CONFORM TO THE DESCRIPTION OF THE JOB BOARD. IN NO EVENT SHALL THE UNITED STATES GOVERNMENT AND ITS EMPLOYEES OR ITS CONTRACTORS OR SUBCONTRACTORS AND THEIR EMPLOYEES BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE USE OF THE JOB BOARD OR ANY PROVIDED DESCRIPTION, WHETHER OR NOT BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, WHETHER OR NOT INJURY WAS SUSTAINED BY PERSONS OR PROPERTY OR OTHERWISE, AND WHETHER OR NOT LOSS WAS SUSTAINED FROM, OR AROSE OUT OF THE RESULTS OF, OR USE OF, THE JOB BOARD AND ANY PROVIDED DESCRIPTION. THE UNITED STATES GOVERNMENT DISCLAIMS ALL WARRANTIES AND LIABILITIES REGARDING ANY LINK TO A THIRD PARTY WEBSITE OR DESCRIPTION. IF PRESENT. ANY SUCH LINK IS PROVIDED "AS IS."
   RECIPIENT AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST THE U.S. GOVERNMENT AND ITS EMPLOYEES AND THE UNITED STATES GOVERNMENT'S CONTRACTORS AND SUBCONTRACTORS AND THEIR EMPLOYEES, AND SHALL INDEMNIFY AND HOLD HARMLESS THE U.S. GOVERNMENT AND ITS EMPLOYEES AND THE UNITED STATES GOVERNMENT'S CONTRACTORS AND SUBCONTRACTORS AND THEIR EMPLOYEES FOR ANY LIABILITIES, DEMANDS, DAMAGES, EXPENSES OR LOSSES THAT MAY ARISE FROM RECIPIENT'S USE OF THE JOB BOARD OR ITS DESCRIPTION.
4. First Responder Communities of Practice Unilateral Authority to Modify or Terminate Listing: First Responder Communities of Practice reserves the right at any time to modify or discontinue, temporarily or permanently, any employment opportunity with or without notice for any reason including, including but not limited to conflict with other provisions of these Rules of Behavior or expiration of a posting.
5. Posters of Employment Opportunities: Any use of the Job Board is subject to this Article XVI and the other provision of the Behavior. First Responder Communities of Practice provides this Job Board as a service only and its use is subject to the Disclaimer of Liability in Paragraph 3 of this Article XVI, above. To list a job opportunity on the Job Board, your organization must be an authorized participant in the FRCoP. You may list employment opportunities only for your organization, not third parties, and such listings are limited to First Responder-related employment opportunities with the Federal, state, local, and tribal governments and certain authorized non-profit organizations. You may list only one opportunity at a time. Each listing must have a closure date or state that the opportunity is open, with no closure date. Each listing must state whether the position is voluntary or for remuneration and the approximate duration of intended employment. First Responder Communities of Practice is not involved in the actual transaction between employers and candidates and has no control over the truth or accuracy of the listings or truth or accuracy of any applications responding to the listings.
6. Potential Respondents to Employment Opportunities: Any use of the Job Board is subject to the terms and conditions of this Article XVI the other provision of the Rules of Behavior. The First Responder Communities of Practice provides the Job Board as a service only and its use is subject to the Disclaimer of Liability in Paragraph 3 of this Article XVI, above. The Job Board listings are for First Responder-related jobs and are provided by only by Federal, state, local, and tribal governments and certain authorized non-profit organizations for employment with the listing entity. The First Responder Communities of Practice is not involved in the actual transaction between employers and candidates. It has no control over the truth or accuracy of the listings or truth or accuracy of any applications responding to the listings. The First Responder Communities of Practice is not responsible for any employment selection or any decision to fill or retract an advertised employment opportunity, made by any authorized entity posting jobs on the First Responder Communities of Practice website.

Article XIX. Submission of Jurisdiction

Registered Users of this First Responder Communities of Practice online collaborative platform agree that all conduct arising out of or relating to access, use, and participation in the First Responder Communities of Practice online system shall be subject to the laws of the United States of America irrespective of the citizenship or residency of the Registered User, or the actual location of the Registered User at time of access. All claims arising out of or relating to these Rules of Behavior shall be litigated exclusively in United States Federal Courts and you consent to personal jurisdiction in those courts.

Article XX. Acknowledgment

1. I understand that I have no expectation of privacy while using First Responder Communities of Practice.
2. I understand that I will be held accountable for my actions while accessing and using First Responder Communities of Practice.
3. I agree to indemnify and hold First Responder Communities of Practice and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content I submit, post, transmit or make available through the Service, my use of the Service, my connection to the Service, my violation of the Rules of Behavior, or my violation of any rights of another.
4. I acknowledge that I have received as well as understand my responsibilities and will comply with the Rules of Behavior for the First Responder Communities of Practice system.
5. As a Registered User of First Responder Communities of Practice, I acknowledge my responsibility to conform to the above requirements set forth this by the Communities of Practice Program on behalf of the Department of Homeland Security's Science & Technology Directorate. I understand that my failure to agree to these Rules of Behavior will result in denial of access to Communities of Practice and its system components.

Privacy Act Notice

Authority to Collect This Information: The Homeland Security Act of 2002 (Public Law 1007-296, §302(4)) authorizes the Science and Technology Directorate to conduct "basic and applied research, development, demonstration, testing, and evaluation activities that are relevant to any or all elements of the Department, through both intramural and extramural programs." In exercising its responsibility under the Homeland Security Act, S&T is authorized to collect information, as appropriate, to support R&D related to improving the security of the homeland.

Principal Purposes: DHS will collect and use this information to provide an online, professional connection and collaboration environment (via communities of practice) for First Responders.

Routine Uses and Sharing: In general, DHS will not use this information for any purpose other than the purpose stated above. However, DHS may release this information of an individual on a case-by-case basis as described in the DHS/ALL-002 and DHS/ALL-004 System of Records Notice (SORN), which can be found at: www.dhs.gov/privacy

Disclosure: You may opt not to provide the requested information or to provide only some of the information DHS requests. If you opt not to provide some or all of the requested information, DHS may not be able to process your registration.

This page was last reviewed/modified on October 31, 2010.