



## Protocols for Information Sharing and Protection

Every individual and organization involved with the CyberTruck Challenge is required to abide by the following protocols. Please read and understand these protocols carefully.

### Information Sharing

The basic tenet is -

**“What happens at the Challenge, remains at the Challenge”**

Information NOT to be shared external to or after the Challenge:

- Data capture or logs remain with the manufacturer (OEM or supplier). After the Friday briefings, all logs and data capture will be transferred to the manufacturer’s representative on site providing the vehicle or other resource. Any copies or files on the event computers will be erased. Staff will then format the hard drives for lab computers.
- Vehicles and electronic control units (ECUs) used during the Challenge will not be discussed or referenced in any identifying way. No manufacturer or model, etc. will be identified. Vehicles and resources will be referenced as “Learning Platforms.”
- Discoveries, approaches, scenarios, situations, narratives, stories, etc. and the like, regarding vehicle assessments will not be discussed.
- Names of individuals or organizations participating in the Challenge, except those individuals or organizations appearing on the CyberTruck Challenge website or other promotional material. Any entity may also grant express written approval to any participating individual or organization to identify the granting entity (ONLY); this may be done post Challenge and may be an external communication.
- Identities of participants and their organizations; this includes students, guests, vehicle team members, instructors, presenters, etc. will not be shared, unless the information is available through the CyberTruck Challenge Website.

### Social Media

- No posting, blogging, tweeting information that describes the specific details of the Challenge on social media such as Facebook, Twitter, Instagram, Pinterest, etc.

### Photography

- Participants may not take photographs, video recordings or capture images during the Challenge.
- An event camera will be available for photographs. The images from this official event camera will not be distributed. Organizers and industry representatives reserve the right to cull any photographs from the event. No external photography is allowed.
- All individuals will sign a release allowing the Michigan Defense Center and CyberTruck Challenge to use their likeness or image in promotional materials.

### Terms of Participation

- Individuals agree to sign a Terms of Participation/Non-Disclosure Agreement (NDA) upon arrival (advance copy available for review). Sponsoring organizations commit their representative(s) to the information sharing protocols via their Sponsorship and/or Contributor Contract.
- The Michigan Defense Center and the CyberTruck Challenge will hold all Terms of Participation, Sponsor and Contributor Contract and will bear responsibility for oversight.
- A packet of Terms of Participation identifying the names of individuals and organizations covered under the agreement for the event will be available at least two weeks after the event’s conclusion upon request.



## Attend Legal Briefing

- All participants for the week are required to attend legal briefing on 1st day (Monday) and concluding day (Friday).
- All visitors, observers and participants must sign the Non-Disclosure Agreement, Photograph Release form, and Release of Liability. They will also receive a legal briefing.

## Information ALLOWED to be Shared

- Approved CyberTruck Challenge messages as placed on the website.
- Approved promotional information - brochures, posters, announcements, press releases, etc. distributed during recruitment and/or posted to CyberTruck Challenge website.
- Messages describing the goal of the event as a workforce development exercise as the primary objective and mission of the CyberTruck Challenge:
  - Workforce development efforts by Challenge Sponsors and the industry
  - The Challenge is an example of the industry's continued commitment to continuous improvement in vehicle designs and cyber capabilities
  - The Challenge helps to develop / forge the next generation cyber engineer for heavy vehicles
  - The Challenge seeks to inspire youths to choose science, technology, engineering and math
- The Challenge seeks to attract the brightest minds to the industry; attract students to choose careers in the transportation industry.
- The Challenge demonstrates the importance of cybersecurity and technology to the heavy vehicle industry using real world vehicles and systems. Vehicles will be referenced as "Learning Platforms." The learning platform is a modern, fully featured, vehicle.
- The Challenge helps to improve the skills and knowledge of the current workforce in cybersecurity.
- When in doubt, please verify external statements through the the CyberTruck Challenge staff (listed on the CyberTruck Challenge websites).



## Terms of Participation and Non-Disclosure Agreement

Participants in the CyberTruck Challenge be privy to information of a confidential and/or sensitive nature throughout the duration of the event. Participant further understands that the unauthorized disclosure of such information could cause irreparable harm to the company and/or companies to which such information is lawfully titled. With these considerations in mind, Participant hereby agrees to the following:

1. Participants shall not take photographs while they are inside the event area and working on the CyberTruck Challenge assets.
2. Participant will not disclose the brand names of any of the vehicles and vehicle parts they are exposed to during the truck challenge.
3. If a participant discovers a cyber security vulnerability, they are obliged to responsibly disclose the vulnerability to the event organizers and affected parties.
4. Participant understands that he/she shall not use information of a confidential or sensitive nature to further his/her personal interest, nor shall he/she violate the privacy and confidentiality of information entrusted to him/her or to which he/she may gain access, unless disclosure is otherwise required by legal authority.
5. Participant will diligently protect all confidential and sensitive information from unauthorized disclosure, including, but not limited to face-to-face discussions with outside parties and social media engagement (i.e., Facebook, Tweeting, blogging).
6. Participant shall, at all times, abide by PROTOCOLS as separately set forth and distributed to all Participants in association with CyberTruck Challenge.
7. Participant will seek guidance from an event staff member, organizer, or “vehicle boss”, when unsure of the correct decision regarding appropriate use, confidentiality, or access of information, and will do so BEFORE sharing any information.
8. Participant will immediately report any incidents of personal non-compliance or non-compliance of colleagues with the terms of this agreement to his/her supervisor or an appropriate event staff member.
9. The obligations with respect to disclosing and using Confidential Information, as set forth herein, are not applicable if the same is:
  - (a) shown by Participant to be in the public domain at the time of receipt or that it came into the public domain thereafter through no act of Participant in breach of this Agreement or of any other party in breach of any other obligation of confidentiality owing to Discloser, or
  - (b) contained in written records in Participant's files prior to the date of its receipt from Discloser, or
  - (c) disclosed or used with the prior written approval of Discloser, or
  - (d) demonstrated in written records by Participant to have been developed independently of disclosures made hereunder, or
  - (e) lawfully disclosed on an unrestricted basis to Participant by a third party under conditions permitting such disclosure, or



- (f) disclosed by Participant in response to a legal mandate by order of a court or administrative body, after Participant promptly notifies Discloser and provides a reasonable opportunity to oppose such order.
10. The obligations with respect to disclosing and using Confidential Information, as set forth herein, shall commence as of the date set forth below and remain in effect for three (3) years immediately following.
  11. Participant understands that participation in the event shall not be construed as a teaming, joint venture or other such arrangement; and that the intellectual property of all event contributors shall remain theirs' exclusively, unless otherwise agreed in writing.
  12. Participants recognize that their attendance is a privilege and the event organizers have the authority to dismiss any participant for violations of this agreement or any other action deemed by the organizers to be detrimental to the CyberTruck Challenge. No appeal process exists for dismissals so participants must agree to submit to the authority of the event organizers.
  13. Any dispute arising from participation in the CyberTruck Challenge shall be governed by the laws of Michigan.

By signing below, you are a participant and agree to these terms.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Date