



BC FIRST NATIONS
JUSTICE COUNCIL

USER TERMS AND CONDITIONS

The following User Terms and Conditions provide the framework for the access and use of the Gladue Information Management System (GIMS).

USERS

1. Access and use of the Gladue Information Management System (GIMS) Online Portal is limited to authorized individuals including staff and contractors of the Gladue Services Department (GSD), in addition to external legal professionals.
2. The System provides singular access for authorized individuals to make and track the status of their Report Request(s), manage any received report request(s) and submit reports (as required). Certain communications with the GSD may also take place via GIMS, in the form of email notifications. The System operates on a customized platform, running on servers located in Canada and maintained by IBM Cloud Services.
3. All User Accounts are the property of the GSD and may be suspended or cancelled by the GSD at any time and for any reason without any notice or liability to you or any other person.
4. The GSD may monitor your access to and use of the System to ensure that you remain in compliance with these terms and conditions. You hereby agree to cooperate with the GSD and its contractors or auditors in any investigation into a breach of these terms and conditions.

ELECTRONIC SAFEGUARDS

5. GIMS users must take precautions to protect GIMS Online Portal passwords and accounts from unauthorized access and other misuse.
6. Electronic safeguards are built into GIMS and apply to all GIMS users. In addition to the safeguards, GIMS users are expected to adhere to the following password standards:

BC First Nations Justice Council

103, 3500 Carrington Road, Westbank, B.C. V4T 3C1 Office: 778-940-1520

March 2021

- a. Maintain the confidentiality of their passwords by not sharing or disclosing their passwords to anyone.
 - b. Avoid displaying or writing down a Password that may be visible to any other person, (e.g. typing in a Password while another person watches).
 - c. Log out of GIMS when leaving it unattended.
 - d. Change a Password immediately and report it to GSD System Administrator/Gladue Services Coordinator, if it is suspected that the Password has become compromised.
7. In the event of any suspected security incidents related to the use of the GIMS Online Portal, the GIMS user must immediately inform the GIMS system administrator.

CONFIDENTIALITY

8. The Gladue Services Department (GSD) is responsible for personal information under its control subject to the BC *Personal Information Protection Act* (PIPA) which outlines the collection, use, and disclosure of personal information.
9. The Gladue Services Information Management System (GIMS) is the central information database utilized by GSD to facilitate the administration of Gladue services. As such, GIMS may contain sensitive and personal client information.
10. As a GSD contractor or employee, through my use and access of GIMS, I may come into contact with personal information about clients.
11. I agree to maintain the confidentiality of the personal information I have access to, use, or of which I become aware.
12. If I am in doubt as to whether information qualifies as personal information, I will contact the Director of Gladue Services.
13. I will not access, use, modify, destroy, or disclose personal information, unless such activities are necessary for the provision of my job duties pertaining to the GSD.

BC First Nations Justice Council

103, 3500 Carrington Road, Westbank, B.C. V4T 3C1 Office: 778-940-1520
March 2021

14. If I receive a request for personal information about a GSD client, from a law enforcement or other agency citing a lawful reason for the request, I will notify without delay the Director of Gladue Services for direction and will not undertake any action with respect to the request unless direction from the Director of Gladue Services has been provided to me.
15. If I become aware of any unauthorized access, use, disclosure, modification, or destruction of personal information, I will notify the Director of Gladue Services, without delay.

REPORT SUBMISSION TERMS

Using your User Account, you may make a Report Request on your own behalf, or on behalf of a client or organization that you are authorized to represent. All Submissions and Requests that you have made using the System will be linked to your personal User Account.

Your Report Request must be clear and complete. You acknowledge and agree that you, the client, or the organization that you represent, adhere to criteria required when making a Report Request. You further acknowledge and agree that there are inherent risks in communicating through electronic means and the GSD is not responsible for any inability to make a Report Request or receive communications at any given time, for any System errors or for the loss or interception of any information provided using the System.

Your Report Request must not contain any personal information unless you have that person's express consent to include it in your Report Request and to allow the GSD to collect this personal information directly and indirectly.

All eligible Report Requests are reviewed and considered by GSD staff. Any submitted information will be used for the requested Purposes and may also be confidentially used for GSD program evaluation, program development and outreach.

CONSENT

Any user uploading a client's personal information for the purposes of the production of a Gladue Report will ensure that valid consent has obtained from

the client or substitute decision maker at the start of and throughout service delivery.

AMENDMENT

We reserve the right, at our sole discretion, to modify these terms and conditions at any time without notice, and such modifications shall be effective immediately upon posting of the modified terms and conditions.

By signing, I agree to and will comply with these User Terms and Conditions.