
PART D JUSTIN Electronic Access Agreement Template

CONTENTS

[1.0 Introduction to JUSTIN Electronic Access Agreements](#)

[1.1 What is an Electronic Access Agreement?](#)

[1.2 Read-only Access](#)

[1.3 Shared- management Access](#)

[1.4 Using the EAA Template](#)

[2.0 JUSTIN Electronic Access Agreement Template](#)

1.0 Introduction to JUSTIN Electronic Access Agreements

1.1 What is an Electronic Access Agreement?

The JUSTIN Electronic Access Policy requires that all bodies permitted electronic access to JUSTIN enter into an electronic access agreement (EAA). An EAA is a written agreement based on the template included in the JUSTIN Electronic Access Policy.

Where applicable, a JUSTIN EAA will also satisfy the requirement for an Information Sharing Agreement as required under s. 69(5) of the *Freedom of Information and Protection of Privacy Act*.

An EAA includes the following:

- the purpose of the electronic access
- the type of electronic access permitted
- the information to be accessed
- how the information accessed may be used
- the responsibilities of each of the parties to the EAA, and
- the consequences of a breach of the EAA.

An EAA may authorize two types of access:

- read-only access
- shared-management access.

Some EAAs may include both read-only and shared-management access.

1.2 Read-only Access

Read-only access allows the body permitted electronic access to JUSTIN to view or download specified information in JUSTIN. It does not allow the body to create, modify or delete any information in JUSTIN.

1.3 Shared- management Access

Shared-management access allows the body permitted electronic access to create, modify or delete specified information in JUSTIN.

1.4 Using the EAA Template

An EAA for electronic access to JUSTIN must follow the EEA template contained in the JUSTIN Electronic Access Policy, including the required wording for any standard terms.

Representatives from the body requesting access and one or more members of the JUSTIN Access and Security Committee will draft the EAA by reviewing and completing the EAA template.

2.0 JUSTIN Electronic Access Agreement Template

To obtain a copy of this template to use in drafting an electronic access agreement, please send an email request to:
AGCSBJACSCCommittee@gov.bc.ca



JUSTIN

ELECTRONIC ACCESS AGREEMENT

TEMPLATE

JUSTIN Access and Security Committee

When using this template, please note that explanatory text appears in *[blue, italic font and is set off with brackets]*. Standard wording for the agreement appears in black.

[Read-only or Shared-management (choose one)] Electronic Access Agreement

- BETWEEN:** Her Majesty the Queen in right of the Province of British Columbia, as represented by the Attorney General of British Columbia, *[insert full name of party giving access, e.g. Court Services Branch]* (hereafter "*[X]*") *[X is the abbreviated name of the party, as it will appear in the rest of the agreement, e.g. CSB]*
- AND:** *[If more than one party is giving access, insert full name of other party(ies) followed by its abbreviated name as above]*
- AND:** *[insert full name of party receiving access]* (hereafter "*[Y]*") *["Y" is the abbreviated name of the party as it will appear in the agreement]*
- RE:** Electronic access to the *[insert name of module(s)]* of the Justice Information System (hereafter "JUSTIN")

1. Background to this Electronic Access Agreement (hereafter "EAA")

JUSTIN is an operational integrated criminal case management system and the electronic court record. It is the provincial repository of information about all adult and youth criminal cases arising in the province, from initiation through to disposition. JUSTIN also contains information about offences pursuant to provincial legislation.

JUSTIN is used by criminal justice agencies and the Judiciary for public safety purposes, law enforcement purposes, and the effective and efficient administration of the criminal justice system. The Provincial Court also uses JUSTIN for criminal and civil trial scheduling. Through JUSTIN, information is shared and re-used by police, Crown counsel, court registries, Judicial case managers, corrections personnel and other justice agencies.

An electronic access agreement is a written agreement in a format set by the JUSTIN Electronic Access Policy, which authorizes electronic access to JUSTIN. Where applicable, it also acts as an Information Sharing Agreement (ISA) pursuant to section 69(5) of the *Freedom of Information and Protection of Privacy Act*.

2. Authority for Access

- a) The electronic access described in this EAA is authorized pursuant to:
- i The JUSTIN Electronic Access Policy, Part B, section 2.0 Criteria for Electronic Access to JUSTIN [*and*]

[if applicable, note any statutory authority for the access]

3. Definitions

[include additional definitions as required]

EAA means an electronic access agreement

FOIPP Act means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c.165.

ITSD means the Information Technology Services Division, Ministry of Attorney General and Ministry of Public Safety and Solicitor General.

interface with JUSTIN means a system-to-system electronic access connection between the JUSTIN system and another computer system for the purposes of:

- read-only access
- shared-management access, and/or
- one-way or two-way data transfer.

JACS Committee means the JUSTIN Access and Security Committee.

JUSTIN EAP means the JUSTIN Electronic Access Policy, as amended from time to time.

JUSTIN Help Desk means a help desk provided by the Province of British Columbia to assist JUSTIN users.

JUSTIN user means any individual who is authorized to have electronic access to JUSTIN pursuant to this EAA and the JUSTIN EAP.

personal information means recorded information about an identifiable individual. [FOIPP Act, Schedule 1].

Privacy Act means the *Privacy Act*, R.S.C. 1985, c. P-21.

read-only access means that the party providing access allows the party receiving the access to view the information in JUSTIN, view JUSTIN information through another computer system, or download the information. The party viewing or downloading the information is able to ‘read’ the information but it has no authority to create new information in JUSTIN, or to modify or delete the information, as it exists in JUSTIN.

shared-management access means that there is more than one party who has the authority to create or modify designated information contained in JUSTIN. A shared-management access agreement will stipulate which party has control of the information for the purposes of deleting and archiving.

4. Purpose of this EAA

- a) The purpose of this EAA is to document the terms and conditions under which [X] will provide [Y] with *[read-only or shared management]* access to specified information via the *[module name]* module of JUSTIN.

5. Purpose of the Electronic Access

- a) Electronic access to the *[module name]* module of JUSTIN is provided under this EAA for the purpose of assisting [Y] in *[state what business need is being addressed]*. [Y] will not use the electronic access provided under this EAA for any other purpose.

6. Application of the JUSTIN EAP

- a) [Y] will adhere to all applicable policies, procedures and standards in the JUSTIN EAP, as amended from time to time, including the following:
 - i Section 3.0 JUSTIN Electronic Access Agreements
 - ii Section 5.0 Interfaces with JUSTIN
 - iii Section 6.0 Security for Electronic Access to JUSTIN
 - iv Section 7.0 Audit Trails and Audits for Electronic Access to JUSTIN
 - v Section 8.0 Unauthorized Use of Electronic Access to JUSTIN
 - vi Section 9.0 Revoking Electronic Access to JUSTIN.

7. General Provisions

- a) [Y] will ensure that all of [Y]'s JUSTIN users are informed of and comply with the terms of this EAA.
- b) [Y] will establish and maintain policies and procedures to ensure that [Y]'s JUSTIN users comply with the terms and conditions of this EAA.
- c) [X] will not grant access until [Y]'s JUSTIN users have completed and submitted an account authorization form and have completed training on JUSTIN. A copy of the account authorization form is included for reference in Appendix A. This form may be amended from time to time.
- d) [Y]'s JUSTIN users will access the [module name] module of JUSTIN only from an access point approved by [X].
- e) [Y] will designate a central contact person who will be responsible for liaising with the Ministry of Attorney General for JUSTIN account authorization purposes.

8. Information to be Accessed

- a) [X] will provide access to the information listed in Appendix B as available in the [module name] module of JUSTIN.

[For read-only agreements the appendix need only list the information. For shared-management agreements, the appendix should include a table showing the information being shared and the authority of each party to create, modify, or delete each piece of information. Where applicable, access to the JUSTIN Reports Module should include details on access of specific types of users]

- b) [Y] will access only the information in the [module name] module of JUSTIN that is expressly authorized by this EAA.

9. Method of Providing the Information

- a) [X] will provide access to information in the [module name] module of JUSTIN to [Y]'s JUSTIN users via on-line, personal user ID account access.

10. Shared-management Access

- a) Party [X] and party [Y] will share the management of the information as specified in Appendix B. *[This is the appendix created under s. 8 – Information to be Accessed, above]*

11. Information Accuracy

- a) [X] will endeavour at all times to maintain accurate and up-to-date information in the [module name] module of JUSTIN but does not guarantee the accuracy of the information accessed under this EAA. This information is made available on an "as is" basis, without guarantee of any sort. [X] will not be liable for any inaccuracies.
- b) [Y]'s JUSTIN users may verify the information accessed under this EAA by contacting [name of appropriate contact].

[Use the following paragraph only when the party receiving access is entering information into JUSTIN]

- c) [Y] will endeavour at all times to ensure that accurate and up-to-date information is entered into the [module name] module of JUSTIN but will not be liable for any inaccuracies if they nonetheless occur.

12. Liability *[Delete where all parties are provincial government bodies]*

- a) Whereas
- computer programs and their operation are inherently complex,
 - information contained in any Ministry of Attorney General computer system may not be completely free of errors and is subject to change or modification either deliberately or inadvertently, and
 - the Ministry of Attorney General at all times attempts to maintain and operate its facilities at or above generally accepted professional and industry data processing standards,

in no event will the Crown in right of the Province of BC or the Ministry of Attorney General, their contractors, or employees be liable to any person or agency using the specified JUSTIN modules or information generated therefrom, for direct, indirect, general, special, or consequential damages including personal

injury, lost profits, lost savings, interruption of business, or any other incidental damages arising out of the use of, or inability to use, the specified JUSTIN modules.

13. Information Privacy

- a) Where applicable, the collection, use and disclosure of information pursuant to this EAA is permitted by the *FOIPP Act* and the *Privacy Act*.
- b) Where the information being electronically accessed is subject to the *FOIPP Act* and [Y] is not a public body under the *FOIPP Act* or equivalent privacy legislation [Y] will collect, use, and disclose any personal information accessed under this EAA in a manner consistent with the provisions in Part 3 of the *FOIPP Act*.

14. Records Management *[only for shared-management agreements]*

The management of all information shared under this EAA will be subject to the *Document Disposal Act* and the policies and procedures established under that Act.

15. Training

- a) The parties agree that [Y]'s JUSTIN users will be provided adequate instruction and practice before being given access to the *[module name]* module of JUSTIN.
- b) Training may be conducted through one of the following methods:
 - i The Ministry of Attorney General may provide initial training on the specified JUSTIN modules to designated [Y] trainers. [Y] would be responsible for the subsequent training of [Y]'s JUSTIN users; or
 - ii With permission and where space is available, [Y]'s JUSTIN users may participate in Ministry of Attorney General training sessions.
- c) [Y] will maintain records of all users trained, including the dates of training sessions.

16. Statement of Services

Technical Support

- a) [Y]'s JUSTIN users may request assistance from the JUSTIN Help Desk for problems relating to hardware, network connectivity and other problems related to

JUSTIN infrastructure. Help Desk support will be available at *[insert telephone number]* between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday (excluding holidays).

- b) *[Y]* will provide any other technical support required, including support for *[Y]*'s internal equipment, hardware, connection and network.

JUSTIN User Support

- c) The parties to this EAA recognize the need to provide support for JUSTIN users. *[Y]* will provide adequate internal resources to administer JUSTIN access within *[Y]* and to address questions from *[Y]*'s JUSTIN users relating to business procedures. *[Y]*'s JUSTIN users will not contact the ITSD Help Desk for assistance with business procedure questions.

17. Costs

[This section should contain any agreement regarding fees associated with the access. Some possible provisions are included below. Where required, responsibilities relating to costs may be established under a separate agreement.]

- a) The information contained in the *[module name]* module of JUSTIN will be made available to *[Y]* on an "as is" basis, free of charge.

[or]

- a) *[Y]* will pay licence fees for future software licences that may be required to maintain access provided under this EAA. If such software licence fees are required, *[X]* will provide *[Y]* with written notice of the amount of the software licence.

[or]

- a) *[Y]* will be responsible for all costs arising from access to JUSTIN under this EAA, including but not necessarily limited to:
- i training of *[Y]*'s JUSTIN users,
 - ii provision, operation and maintenance of equipment, communications hardware and software necessary to access the specified JUSTIN module,
 - iii any current and future upgrades to *[Y]*'s hardware or software required to meet systems requirements for access,
 - iv network connection charges, and
 - v JUSTIN user account charges.

18. Copyright and Licence *[Where [Y] is not part of the provincial government]*

- a) *[Y]* and *[Y]*'s JUSTIN users will not make copies of any JUSTIN connection software that is owned by or licensed to the Ministry of Attorney General, without the express, written consent of ITSD. Upon termination of this EAA, *[Y]* will cease using all such software and have it removed from all *[Y]*'s computers, as required by ITSD.

19. Dispute Resolution

- a) Once this EAA comes into effect, if a policy, legal or technical issue arises that cannot be resolved by the parties, the issue may be brought to the JACS Committee for review.

20. Modification

- a) This EAA may be altered by agreement in writing from all parties.
- b) This EAA may be supplemented with an addendum.

21. Cancellation of this EAA

- a) A party may terminate this EAA by providing *[insert number of days/weeks/months]* written notice to the other party(ies).

22. Non-Performance Due to Causes Outside the Control of the Parties

- a) Notwithstanding anything herein to the contrary, none of the parties shall be deemed to have breached this EAA with respect to the performance of any of its terms, covenants, or conditions, if same shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, governmental regulations or controls, or natural disaster.

23. Unauthorized Use of Electronic Access and Revoking Electronic Access

- a) Unauthorized use of electronic access under this EAA may result in the suspension or revocation of electronic access for *[Y]*, or any of *[Y]*'s JUSTIN

users pursuant to s. 8.0 Unauthorized Use of Electronic Access to JUSTIN, and s. 9.0 Revoking Electronic Access to JUSTIN of the JUSTIN EAP. A copy of sections 8.0 and 9.0 are included for reference in Appendix C.

24. Term

- a) This EAA will come into effect *[immediately upon signing/on X date]* and will remain in effect unless terminated pursuant to section 21 or the JUSTIN EAP.
- b) The parties will meet at least every second year to review this EAA.

25. Transferability

- a) This EAA is neither transferable nor assignable.

26. Legal status of this EAA

- a) Electronic access agreements are intended to facilitate co-operation and communication to the mutual benefit of each party, and each party will exercise good faith to comply with the terms of the EAA. No party will commence an action on the basis that this EAA has been breached.

27. Contacts

The contacts for this EAA are:

[name, title and address]

[Tel, fax and email]

[name, title and address]

[Tel, fax and email]

Dated at Victoria, British Columbia, this _____ day of _____, _____ .
day month year

[Name]
[Title]
[Party name]

[Name]
[Title]
[Party name]

APPENDIX A

Account Access Form

APPENDIX B

Information to be Accessed

APPENDIX C

JUSTIN Electronic Access Policy

- section 8.0 Unauthorized Use of Electronic Access to JUSTIN, and
- section 9.0 Revoking Electronic Access to JUSTIN

ADDENDUM

1. Background to this Addendum

This is an Addendum to the Electronic Access Agreement dated *[date]*, regarding electronic access to the *[module name]* module of JUSTIN between *[X]* and *[Y]* (hereafter the “EAA”).

2. EAA Still Applies

- a) Except for this Addendum, the larger EAA applies.