

Memorandum of Understanding

JOIN Access

The following is a Memorandum of Understanding to be effective April 10, 2015 between Alberta Justice and Solicitor General and Caribou Child & Youth Centre (Stakeholder).

Justice and Solicitor General is responsible for the custody and maintenance of the JOIN System and its databases. The parties wish to enter into this Memorandum of Understanding (MOU) to define and govern access by the Stakeholder to information in the possession of Justice and Solicitor General.

This MOU takes effect on the date set out above and continues until terminated or amended.

The Stakeholder and Justice and Solicitor General agree as follows:

1. Information

This MOU applies to information held in the JOIN System database.

2. Access to Information

Subject to the conditions set out in the MOU, the JOIN Security Policy, and any applicable legislation, Justice and Solicitor General will allow the Stakeholder access to information at the locations listed in Schedule "A", and for the purposes listed in Schedule "B". These schedules can be amended at any time by mutual agreement.

Access to information will be provided through electronic means using equipment and systems compatible to access JOIN. Justice and Solicitor General will supply the Stakeholder with one or many user ID(s) as required to allow access. The Stakeholder is responsible for:

- The security of the user ID(s) issued;
- Maintaining accurate records of all employees or agents who have access or who have had access to the user ID(s);
- Ensuring that access to the user ID(s) is only given to employees or agents who require access for the purposes outlined in Schedule "B".

3. Use of Information

The Stakeholder agrees it will only use the information for purposes set out in Schedule "B".

All information obtained through Justice and Solicitor General shall be used solely by the Stakeholder.

The Stakeholder will not use the information to create a new database or expand an existing database, to market, resell, or distribute the information received.

4. Confidentiality

The Stakeholder agrees and undertakes to comply with the provisions of the Freedom of Information and Protection of Privacy Act in respect to its use, retention, disclosure, and destruction of the information.

The Stakeholder understands and acknowledges that it is responsible for maintaining the security and confidentiality of all information found in or taken from records obtained or accessible as a result of, or received pursuant to this MOU.

The Stakeholder agrees to the terms and conditions contained in the JOIN Security Policy.

Relative to the information contained in JOIN, the Stakeholder will:

- Not disclose any information to any third party except on a confidential basis with Justice and Solicitor General's prior written authorization;
- Prevent and protect information from unauthorized disclosure, use, possession or knowledge by the Department's employees, agents, consultants or other persons;
- Take all reasonable steps to safeguard information so as to ensure that no unauthorized person will have access to it and that no person authorized to have access shall make any unauthorized copy of the information;
- Notify Justice and Solicitor General immediately of any unauthorized disclosure, use possession or knowledge of the information by any person and promptly furnish Justice and Solicitor General with full details of such unauthorized disclosure, use, possession or knowledge to the extent known by the Stakeholder;
- In the event of an occurrence as described in the preceding point, the Stakeholder shall immediately take all reasonable steps to prevent the reoccurrence of any unauthorized disclosure, use, possession or knowledge of information;
- Ensure, prior to disposing of any media containing a record of information, that any information contained thereon has been erased or destroyed and to keep a record of all disposals.

5. Responsibility of Stakeholder

The Stakeholder is responsible for:

- The actions of each of its employees, agents, consultants and other persons with respect to disclosure and use of information whether or not the person is or was acting within the scope of his/her employment, agency, consultancy or other relationship with the Stakeholder;
- For any unauthorized disclosure or use of the information regardless of the cause during the term of the MOU or after the expiration or earlier termination of this MOU.
- Informing each of its employees, agents, consultants and other persons about the terms and conditions of access to Justice and Solicitor General information as described in this MOU and the JOIN Security Policy.
- An annual review of the allocation of user Ids, purpose of access and use of information. The Stakeholder will confirm the review and advise Justice and Solicitor General of any changes desired.

6. Right to Refuse Access

Subject to relevant legislation and government policy, Justice and Solicitor General reserves the right to deny access to information held by Justice and Solicitor General in such circumstances where necessary. Justice and Solicitor General will inform the Stakeholder of the particulars to such a decision, in each instance.

7. Investigations

In the event of a complaint, Justice and Solicitor General and the Stakeholder will jointly investigate, resolve and report upon the issue(s).

8. Costs of Access

All AGNPAC circuit costs related to acquiring access to JOIN are the responsibility of Justice and Solicitor General. All costs related to supporting equipment to access JOIN, such as terminal or workstation equipment, peripherals, servers and other infrastructure items are the responsibility of the Stakeholder.

9. Technology

Justice and Solicitor General will advise the Stakeholder of plans to update, change, or modify any technology that it uses for the recording, storage, and transmission of information. The Stakeholder will be responsible for any technology changes or updates required to allow it to continue to access JOIN.

10. Termination

Either party may terminate this MOU by providing written notice to the other party.

11. Errors and Omissions in Information

Because Justice and Solicitor General is responsible for the custody but not all of the creation of the information, it shall not be responsible for defects, errors, or omissions in the information provided to the Stakeholder. However, Justice and Solicitor General will give its best efforts to correct any defects, errors, or omissions in the information upon notice by the Department.

12. MOU Administrators

The administrators of this MOU are:

Justice and Solicitor General:

JOIN Operation Manager – Chris Pielak
Unit 154
Millwoods Road and 38 Avenue
Edmonton, AB T6K 2L7

Phone: (780) 427-6957
Fax: (780) 422-4600

Stakeholder: *Jacque Aitken*

Stakeholder Representative
Address *10031 - 103 ave T8V 1B9*
City, Province *Grande Prairie, AB*

Phone: *780-539-6692*
Fax: *780-538-0960*

IN WITNESS WHEREOF the parties hereto have executed this MOU.

Justice and Solicitor General

Stakeholder

Signature

J. Aitken

Signature

Chris Pielak
Printed Name

J. Aitken

Printed Name

Manager
Position

Executive Director
PACE

Position

Date Signed

Dec 13 / 2017

Date Signed

Schedule "B"

Purpose of Access and Use of Information
(JOIN Access Request can be attached for reference)

Schedule "A"

Location and Type of Access

<u>Location</u>	<u>Division/District/Branch</u>	<u>Type of Access</u>
Grande Prairie, AB	Caribou Child & Youth Centre	OUTSIDE1 – Inquiry only See attached for detailed access (SECGRP printout – for internal use only)

Users that will require access:

Please attach a separate list of users to this MOU.

Schedule "A"

Location and Type of Access

Location	Division/District/Branch	Type of Access
Grande Prairie, AB	Caribou Child & Youth Centre	OUTSIDEI – Inquiry only

Users that will require access:

Kallie Barker – Coordinator, Caribou Child & Youth Centre