

National Emergency Management System

Public Safety Canada

Terms and Conditions of Use

Document Change Control

Document change control Revision Number	Date of Issue	Author(s)	Brief Description of Change

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The following are the Terms and Conditions (T&Cs) for the use of and participation in the National Emergency Management System (NEMS).

By accepting these T&Cs and using NEMS, the user acknowledges to have read, understood and agrees to be bound by these T&Cs.

Access to and ability to use NEMS will not be provided unless the Terms and Conditions have been accepted.

These T&Cs are between Her Majesty the Queen in Right of Canada, as represented by the Minister of Public Safety and Emergency Preparedness (PS) and the User, in his or her own personal capacity or as the designated authorized signatory for the User.

1. Background

The mission of the NEMS is to develop a common approach to Emergency Management (EM) activities in Canada by creating an interactive and collaborative national environment to facilitate, harmonize and improve coherence of EM activities and knowledge sharing among Federal-Provincial-Territorial governments and with EM institutions.

The different components of NEMS include, at the present time:

- a “toolbox” of strategies, mechanisms, policy and guidance documents;
- “user communities” to share information with all users, or with a specific user group;
- functionality to submit National Disaster Mitigation Program (NDMP) project proposals, receive status updates, and submit project outputs such as flood mapping geospatial information; and
- featured content regarding the four components of emergency management (prevention/mitigation, preparedness, response, and recovery).

NEMS is hosted on an accredited and certified High Resiliency Environment (Government of Canada servers).

The user’s use of content within NEMS will be governed by the T&Cs in force as of the date the user accessed NEMS. It is the user’s responsibility to be aware of the current T&Cs before accepting them and accessing NEMS.

2. Definitions

“NEMS” means the National Emergency Management System (see description above, in “Section 1. Background”).

“Personal Information” as defined in the *Access to Information Act* RSC 1985, c A-1 and the *Privacy Act*, RSC 1985, c P-21 .

“User” individual who has applied for a NEMS account, has been granted access to NEMS by PS and been provided a NEMS password by PS.

3. Access and Usage

The user will be provided a NEMS account by an authorized PS employee. Upon acceptance of the T&Cs, the user will be able to use the account to sign in to NEMS. All information provided at the time of completion of the registration form must be true, accurate, current and complete. The user further acknowledges and understands that it is the user’s responsibility to maintain and promptly update this information to ensure it remains true, accurate, current and complete. Failure to provide and maintain information that is true, accurate, current and complete will be considered a breach of these T&Cs.

PS is responsible for password management of all user accounts. It is the sole responsibility of the user to maintain the confidentiality of the NEMS password. Each password is issued to a specific user and cannot be assigned or used by anyone other than the user to whom the password has been issued.

The user to whom the password has been issued is solely responsible for all activity that occurs using the password.

PS will not be liable for any loss or damage arising from the inappropriate or unauthorized use of the NEMS account or password.

PS is not responsible for the opinions and information provided on the NEMS site and will not be monitoring the site for inaccurate or inappropriate content. If the user notices inaccurate or inappropriate content, the user must report it to PS within a reasonable period of time.

PS reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, NEMS (or any part thereof) with or without notice to the user. PS shall have no liability to the user or any third party for any modifications, suspension or discontinuance of NEMS or any part thereof.

4. Intellectual property rights

Unless clearly stated otherwise, all material found in NEMS belongs to the author.

Other than as defined in these T&Cs, access to NEMS is not to be interpreted as the granting of an unrestricted License to NEMS or to any of the material found on the NEMS site.

No material obtained from the NEMS site is to be commercialized directly or indirectly in any way.

5. Official Languages

NEMS is a site owned and managed by PS.

PS is solely responsible to ensure that all material posted on NEMS meets its obligation under the *Official Languages Act*. As a result, PS will provide translation in either Official Language of any material posted on NEMS, upon request.

6. Access to Information Act, Privacy Act, Library and Archives Act

All registration information provided to PS and all material posted on NEMS are subject to the requirements, duties and obligations of the *Access to Information Act*, the *Privacy Act* and the *Library and Archives Act*.

Personal information is collected under the authority of the *Emergency Management Act* and will be used to accredit users and to generate aggregate statistics on the usage of NEMS. Personal information is collected directly from individuals wishing to participate in the program. This information will be available and viewed by other users in the site to facilitate collaboration among users. The personal information collected by PS will not be shared with anyone other than participants in NEMS or the program for a use consistent with the purpose of the program. Failure to provide your personal information may preclude you from participating in NEMS. Personal information is protected in accordance with the provisions of the *Privacy Act*; if you are not satisfied with the manner in which Public Safety handles your personal information, you may exercise your right to file a complaint with the Office of the Privacy Commissioner of Canada.

Users are not to post personal information about anyone without their consent.

7. No warranty and no liability

All material found on NEMS is intended to be used "as is" and for information purposes only.

The material is provided without representation, no warranty whatsoever with respect to NEMS and its content, and expressly disclaims any implied warranty of fitness for a particular purpose.

The decision to use any of the material or information found on NEMS is the sole responsibility of the user.

The user shall have no recourse against Her Majesty the Queen in right of Canada or any of its Ministers, officials, servants, employees, agents, successors and assigns for any loss, liability or damage the user may suffer at any time by reason of possession or use of NEMS and the material found on NEMS, or arising out of the exercise of the user's rights and obligations under these T&Cs.

The user shall indemnify and hold harmless Her Majesty the Queen in right of Canada or any of its Ministers, officials, servants, employees, agents, successors and assigns against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from the user's breach of this Agreement, or the negligence, other tortious act or willful misconduct of the user, or those for whom the user is legally responsible, in relation to the performance of the obligations under these T&Cs.

Links contained within NEMS may be related to third-party Web applications. These links are provided solely as a convenience and should not be interpreted as an endorsement by PS of the websites or their content.

Unless expressly stated, PS does not operate any third-party Web applications linked to NEMS and is not responsible for the content of any third-party Web applications, nor does it make any representation, warranty, condition or covenant of any kind regarding any third-party Web applications or the content

thereof including, without limitation, (i) any representation, warranty, condition, or covenant regarding (ii) the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party Web applications, (iii) the merchantability and/or fitness for a particular purpose of any third-party Web applications or material, content, software, goods, or services located at or made available through such third-party Web applications, or (iv) that the operation of such third-party Web applications will be uninterrupted or error free, that defects or errors in such third-party Web applications will be corrected, or that such third-party Web applications will be free from viruses or other harmful components.

While PS encourages links within NEMS, it does not wish to be linked to or from any third-party applications which contain, posts or transmit any unlawful or indecent information of any kind, including, without limitation (i) any content constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of PS or (ii) any application which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights. PS reserves the right to prohibit or refuse to accept any link to NEMS, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time.

The user agrees to remove any material posted or link the user may have to the NEMS upon the request of PS.

PS is responsible to ensure compliance of NEMS users with these T&Cs. PS may, in its sole discretion, cancel or terminate the user account, or access to any part of NEMS, at any time without notice.

The restrictions imposed with respect to content downloaded from NEMS and the disclaimers and limitations of liabilities set forth in these T&Cs, shall survive termination of these T&Cs.

PS shall not be liable to any party for such termination.

8. System availability and loss of access

NEMS is hosted on a High Resiliency Environment (HRE) as supported through the Treasury Board Secretariat of Canada and Public Services and Procurement Canada direction. The HRE is a horizontal collaboration initiative amongst projects and programs led by multiple Canadian Government departments. It includes a management protocol, a set of peer-to-peer agreements, and a collaboratively resourced and managed service. The objective of HRE is to support each participating project's or program's capacity for operational continuity according to its particular specifications.

PS will provide support for NEMS and its users (i.e. investigate, troubleshoot and resolve) in accordance with the following support plan:

- a. IT support is provided in accordance with the times specified in the criteria below:
 - Response time will occur during regular working hours (07:00 to 17:00 Eastern time) when the severity of the incident is deemed LOW by the Help Desk Administrator (incident has no direct impact on NEMS);

- Response time will occur within four (4) hours when the severity of the incident is deemed Medium by the Help Desk Administrator (major feature or functional failure and NEMS remains operable);
- Response time will occur within 60 minutes when the severity of the incident is deemed HIGH by the Help Desk Administrator (NEMS is unavailable or there is a major functionality malfunction resulting in the inability to operate).

9. General provisions

9.1. Applicable law

This Agreement shall be governed and construed in accordance with the laws of the province of the user and the laws of Canada applicable therein. The parties hereby attorn to the exclusive jurisdiction of the Federal Court of Canada.

9.2. Entire agreement

These T&Cs constitutes the entire agreement between PS and the user with respect to the user's use of NEMS and its content. These T&Cs may be amended by PS, in the manner set out herein.

9.3. No waiver

No condoning, excusing or overlooking by PS of any default by the user in performing or observing any of the user's obligations under this Agreement will operate as a waiver or otherwise affect the rights of PS in respect of any continuing or subsequent default.

Notice: Questions or comments regarding NEMS should be directed by e-mail to: ps.NEMS-Questions-SNGU.sp@canada.ca.