



Terms & Conditions (including Acceptable Use) for Connection to the Criminal Justice Secure eMail Service (CJSM)

This version (9.4) for completion by single users ONLY

The CJSM is supplied to the user in accordance with the following Terms & Conditions. **All users must read and acknowledge their understanding and agreement to the following conditions:**

1. I will ensure that I comply with the UK Data Protection Act 1998, relevant privacy regulations and all professional codes of conduct under which I am bound. Furthermore, information transmitted through CJSM is treated as either :-
 - i. Within the 'OFFICIAL¹' tier of the Government Security Classifications (GSC), where the sensitivity attached to said information is such that transmission using the Internet (without additional assured protection) is not appropriate and/or
 - ii. Information at RESTRICTED² and below for information marked with the GPMS.
- I acknowledge that any breach of these provisions may result in access to CJSM being suspended or terminated.
2. In addition to the above, I will ensure that I comply with any handling instructions related to the information communicated via CJSM, particularly where this relates to the onward transmission or storage of said data. Furthermore, I will ensure that any data that is communicated via CJSM will be accompanied by handling instructions where appropriate.
3. I will control access by others to CJSM data so that only authorised individuals may view such data. I will seek to prevent inadvertent disclosure of sensitive information by avoiding being overlooked when working, also by taking care when printing information received via the CJSM (e.g. by collecting printouts immediately after they are printed, checking that there is no interleaving of printouts, etc.);
4. I agree to be responsible for any use of the CJSM using my unique user credentials (user ID and password, access token or other mechanism as provided) and e-mail address. As such, I understand that:
 - I must protect my CJSM credentials (username, password etc) for access to the CJSM service. I understand that I may be held liable for any compromise or abuse of the credentials where I have not protected them accordingly.
 - Any actual or suspected disclosure of this information must be reported to the help desk.
 - I will not use any other user's credentials to access the CJSM.

¹ The majority of information that is created or processed by the public sector is classed as 'OFFICIAL'. This includes routine business operations and services, some of which could have damaging consequences if lost, stolen or published in the media, but are not subject to a heightened threat profile.

² 'Restricted' information, for the purpose of this agreement, is defined as personal and sensitive information (that may or may not bear the Government Protective marking RESTRICTED), the unauthorised disclosure of which would :- cause substantial distress to individuals; prejudice the investigation or facilitate the commission of crime; breach proper undertakings to maintain the confidence of information provided by third parties or undermine the proper management of the public sector and its operations.

All contact with the MOJ to be made through:

The CJSM Administrators
Vodafone (for the MOJ), 76 Hammersmith Road, London, W14 8UD
Telephone via the CJSM Helpdesk 0870 010 8535





5. I will ensure that computing devices, including mobile devices will not be left unattended unless they are physically secure and require a password for access (a password protected screen saver for instance). Where an/my organisation has implemented other measures to prevent unauthorised viewing of information displayed on IT systems (such as an inactivity timeout that causes the screen to be blanked or to display a screensaver or similar, requiring a user logon for reactivation), I will not attempt to disable such protection
6. I confirm that all devices including portable storage and mobile devices, that will be used for sending/receiving CJSM email or for storing CJSM originated data are protected against unauthorised use; and that data is encrypted to safeguard against unauthorised disclosure through the use of full disk/device encryption to standards acknowledged by the HMG Security Policy Framework (SPF) or the Information Commissioners Office (ICO) (e.g. CAPS or FIPS 140-2).
7. I will take precautions to protect all computer media and devices, including mobile devices when carrying them outside my organisation's premises (e.g. not leaving a laptop unattended or on display in a car such that it would encourage an opportunist thief).
8. I will not attempt to make changes to the CJSM for example by adding additional software.
9. I will not transmit information through the CJSM that I know, suspect or have been advised is of a higher level of sensitivity than the CJSM is designed to carry (as per requirement 1 above) nor will material be forwarded to anybody other than on a need to know basis.
10. I will always check that the recipients of e-mail messages are correct so that potentially sensitive information is not accidentally released to any third party; and will disclose information received via the CJSM only on a 'need to know' basis. Furthermore, I will not forward or disclose any sensitive material received via the CJSM unless the recipient(s) can be trusted to handle the material securely according to its sensitivity.
11. I confirm that I make regular back-ups of data to minimise any interruption to the justice process in the event of a loss of IT capability.
12. I confirm that I have secure data storage facilities; and that my data archiving and retention policies are consistent with the nature of the data stored, and consistent with the needs of the justice system. I further confirm that, where CJSM originated data is to be deleted, the same standards of security are applied to its disposal.
13. I confirm that I prevent unauthorised personnel from entering areas of my premises where IT systems that have access to the CJSM are in use. Where this is not possible, all visitors are escorted at all times and devices are switched off.
14. I will only access the Service from dedicated/official systems used for the purpose of my business. Where this is not possible I will ensure that I only access the CJSM Service from a device which meets these Ts&Cs and has dedicated password protected profile.
- 15. I understand that Tablet Computers, Smart Phones or other mobile devices must comply with the CJSM Mobile Device Policy and authorisation has to be obtained from the MOJ before they can be used on CJSM.**
16. I confirm that a firewall is being used to protect my IT system(s) and that it is not disabled. Furthermore any suspected security events are investigated.
17. I confirm that any systems/mobile devices used to access the CJSM prevent malicious software by running up-to-date Anti-virus and Spyware packages as a minimum and that regular and frequent updates are applied to malicious software control.
18. I confirm that operating system updates and security patches are regularly applied to the system used to access the CJSM.

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19. I will not attempt to “explore” or exceed my level of granted access on the CJSM platform.
20. I will not attempt to configure any form of third party ‘web based’ mail service/client to send or receive mail from the CJSM service.
21. I confirm any wireless installation over which CJSM is intended to be used will be secured to WPA1/WPA 2 Enterprise standards etc and is either a home (know and owned) or work network . I will not use any uncontrolled ‘hotspot’ to access the CJSM service.
22. I confirm CJSM will not be used for the purposes of spamming or advertising. I accept that should I use CJSM in this way I will be immediately disconnected from the service. Furthermore, I understand that my use of any asset which has any intent to damage the confidentiality, integrity or availability of the Service, is automatically deemed unauthorised.
23. I confirm that I will only connect to CJSM from within the UK and will not attempt to access the CJSM service from a location that is outside the UK.
24. I note that any emails sent to government organisations via CJSM are likely to be submitted to audit procedures as part of normal HM Government policy.
25. I note that the MOJ reserves the right to audit my access to CJSM and my compliance with the above Terms and Conditions and I confirm that I will cooperate with the auditors and audit process. I also note that the MOJ will provide at least 4 weeks notice of any such audit (where appropriate). Furthermore, I understand that the Service may be subject to monitoring and action taken if any suspected unauthorised misuse is identified.
26. I understand that the MoJ reserves the right to terminate my connection to CJSM in the event that the above mentioned audit activity reveals significant shortfalls in good security practice (as specified within this document). Similarly, I understand that if the output of the audit activity points to remedial activity being required and I do not demonstrate progress in line with MoJ requirements, my connection with CJSM may be terminated.
27. In the event of a breach of security, or suspected breach of security, within my environment and involving CJSM originated data or my access to the CJSM, I will inform the CJSM Administrators immediately (via the CJSM Helpdesk). I understand that the Ministry of Justice (MOJ) reserves the right to investigate security incidents and confirm that, should such an investigation be necessary, I will provide any necessary support to the best of my ability.
28. I will inform the CJSM Helpdesk prior to departure in order that my account may be deleted.

Declaration:

I am fully aware of my responsibilities in relation to the use of the Service and as set out in this Acceptable Usage Policy and relevant Terms & Conditions.

Signature

Name (please print)

Date

Position

(Organisation
name)

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