



## eBIS principles and terms of use

### Users from participating institutions Version 1.1

#### 1. Overview

##### 1.1 What is eBIS?

eBIS is an internet-based information exchange system provided by the Bank for International Settlements (the “BIS”) through which:

- a) participants in the various working parties, committees and ad hoc meetings of experts whose secretariats are hosted by the BIS (each, a “BIS group”) can exchange information and communicate with one another; and
- b) individual users of eBIS (each, a “user”) can obtain access to information which is not otherwise publicly available or easily accessible.

Each institution whose officers, staff, agents and other representatives are granted access to eBIS as users (each, a “participating institution”) and the BIS commit to the following terms.

##### 1.2 General principles

The aim of eBIS is to promote international monetary and financial cooperation by providing a facility to enable useful information and expertise within each BIS group to be exchanged electronically. eBIS is not intended to alter or replace the terms of reference, composition or internal procedures of any BIS group. Its purpose is rather to provide an electronic medium to assist communication within each such group. For eBIS to operate effectively, however, it is important that each participating institution and the BIS have a common understanding of the principles under which the facility may be used. The two overriding principles are reciprocity and confidentiality.

###### a) Reciprocity

Participating institutions and their users within each BIS group who make information and expertise available to other users within that group through eBIS in turn receive access to the information and expertise provided by other users within the group.

###### b) Confidentiality

It is for the participants in each BIS group to agree amongst themselves the level of confidentiality which should attach to information or material that is circulated within the group through eBIS. In the absence of specific agreement however, any such information or material should be treated as restricted to that group. In particular, the names of individual users within a BIS group, their contact details and any other information about them should be considered restricted to that group, unless otherwise agreed.

Whilst the BIS will use its reasonable efforts to ensure that eBIS is a secure system and that each participating institution observes its terms of use, it cannot guarantee that:

- unauthorised persons will not obtain access to eBIS;
- information or material made available to eBIS will not become corrupted; or



- information or material which is confidential will not be redistributed or published elsewhere in breach of these terms.

Therefore, each participating institution is responsible for assessing the nature and sensitivity of the information or material its users supply to eBIS and deciding whether eBIS is the appropriate medium for the distribution or publication of such information or material. In making such assessments, participating institutions should keep in mind that other participating institutions may be subject to differing disclosure obligations with respect to information to which they have access through eBIS.

## 2. The eBIS facility

### 2.1 Rooms

eBIS uses the concept of electronic or virtual rooms (“**rooms**”), which are work areas used by the BIS groups. In a room, a user who is a participant in the relevant BIS group can obtain access to information which is specific to that group (eg meeting documentation, library of publications) as well as interact with other participants in the group through tools such as “forum” and “messaging”. Separate working groups (“**sections**”) can also be created within rooms.

### 2.2 Portal

eBIS also provides a general room or “portal” where information that is of a more general nature is made available to a community of users that extends beyond the individual BIS groups. Unlike other rooms, the portal does not provide interactive facilities for collaborative work.

## 3. Access to eBIS

### 3.1 Users

- a) The administrator of eBIS at the BIS (the “**eBIS administrator**”) will provide each user with a user identification (“**userid**”) and a password (“**password**”). Users will be asked to change their password immediately as a security measure.
- b) A user may not disclose or distribute his or her userid or password to anyone else without the written authority of the room administrator or the eBIS administrator. If a user has reason to believe that an unauthorised person has gained access to his or her userid or password, the user must notify the eBIS administrator immediately.
- c) The BIS may assume that any data transmission using a userid or password has been sent by the user to whom it has been allocated without any further investigation or enquiry. Each participating institution acknowledges that it is responsible for the userids and passwords which have been allocated to its users.
- d) A participating institution should inform the eBIS administrator promptly if any of its users leaves the participating institution or moves to a different department where they do not require access to eBIS or to a particular room, section or BIS group.

### 3.2 Access rights

- a) The BIS will allocate an individual to each room (a “**room administrator**”), to be responsible for:
  - i) managing the contents of the room and any separate sections within it;



- ii) making recommendations to the eBIS administrator regarding the rights of users to obtain access to the room; and
- iii) determining and assigning the access rights of a user to particular sections within a room.

The BIS may at its discretion allocate another individual to replace a room administrator or to deputise for a room administrator if he or she is absent or is occupied on other matters.

- b) The eBIS administrator shall determine and assign the access rights of a user to a room following the recommendation of the relevant room administrator.

## **4. Information supplied to eBIS**

### **4.1 Duties**

The BIS and each participating institution:

- a) agree to take reasonable care to ensure that any information or other material which their respective users supply to eBIS is at all times appropriate and is as accurate as could reasonably be expected; and
- b) warrant that this information or material was not supplied in breach of copyright, any duty of confidence or any other legal obligation.

### **4.2 Nature of information**

The BIS is not in a position to assess either:

- a) the accuracy or appropriateness of any information or other material supplied to eBIS by users (other than its own users); or
- b) whether such information or material has been supplied in breach of copyright, any duty of confidence or any other legal obligation.

These matters can be determined only by the user or participating institution which supplies the information or material in question. Therefore, the BIS is not responsible for any loss or damage suffered by any other participating institution or user or any third party as a result of the inclusion on eBIS of any such information or material, or its subsequent further distribution or publication, either within or outside eBIS.

## **5. Connections to eBIS**

- 5.1 Each participating institution which wishes to obtain access to eBIS is responsible for providing and maintaining the necessary communications lines, servers and all other equipment, and bearing any associated costs.

- 5.2 Although the BIS will use its reasonable efforts to ensure that the technical infrastructure required to support eBIS operates effectively, it shall not be responsible for any technical delays, interruptions or failures in respect of its operation of eBIS, nor for any loss or damage suffered by any participating institution or user as a result of any of these events.



- 5.3 If a user wishes to download any documents from eBIS, it is the responsibility of his or her participating institution to perform any appropriate scanning or other anti-virus precautions. Although the BIS will use its reasonable efforts to ensure that documents circulated on eBIS do not contain viruses, it shall not be responsible for any loss or damage to the computer systems of any person caused by any documents downloaded from eBIS.

## **6. Withdrawal or variation of access rights**

### **6.1 General**

- a) A user or his or her participating institution may request that the user's eBIS access rights be withdrawn at any time by notifying the eBIS administrator. A user or his or her participating institution may also request that the access rights of the user to a room or to a section within a room be limited or withdrawn by notifying the room administrator.
- b) The eBIS administrator may at any time vary or withdraw the access rights of a user to a room following a recommendation by the relevant room administrator. Similarly, a room administrator may at any time vary or withdraw the access rights of a user to one or more sections within a room. In each case, the BIS will use its reasonable efforts to inform the user by e-mail as soon as practicable after the decision is made.

### **6.2 Breach of eBIS terms**

If a user or his or her participating institution breaches any of these terms and fails to remedy such breach within a reasonable time, the BIS reserves the right to take any appropriate measures for the protection of other users and their participating institutions. These may include (but will not be limited to) restricting or withdrawing the eBIS access rights of the relevant user or his or her participating institution.

## **7. The eBIS facility**

### **7.1 Changes**

The BIS may make changes to the structure, management or content of eBIS at any time without prior notice, although it will try to give prior notice of such changes if this is practicable.

### **7.2 Suspension**

The BIS may suspend the eBIS facility at any time and without prior notice for any reason (including, but not limited to, technical or security issues) for any period it considers necessary, although it will try to give prior notice if this is practicable.

### **7.3 Termination**

The BIS may terminate the eBIS facility at any time and for any reason, although it will try to give all users and their participating institutions reasonable prior notice.



## **8. Other matters**

### **8.1 Amendment of terms of use**

The BIS may amend these terms at any time by posting an amendment on the portal home page in eBIS. The amendment shall become effective within the period of time specified in the notice.

### **8.2 Instructions**

Each participating institution and its users agree to follow any instructions given by the eBIS administrator or room administrator regarding the use of eBIS, provided such instructions are not inconsistent with these terms.

## **9. Governing law**

These terms are governed by the laws of Switzerland and are subject to the exclusive jurisdiction of the courts of the Canton of Basel-Stadt, Switzerland, with possible recourse to the Swiss Federal Tribunal.