

Memorandum of Understanding (MOU)

in connection with the supply of data to Stats NZ

Summary

Data Ventures is a business unit of Stats NZ. The parties have agreed that you will supply data to Stats NZ during the term of this MOU and that Stats NZ may use the data in the manner set out below.

Parties

The Sovereign in Right of New Zealand acting by and through the Chief Executive of Statistics NZ (“**Stats NZ**”)

[*Name of Supplier*], Company Number [*Insert Number*] of [*Address*] (“**Supplier**” “**you**” “**your**”),

(together “**parties**” or “**we**”)

Working together

We agree to work together on a pilot to commercialise population density data.

During the pilot, we will prove:

- the commercial viability of a population density product and the data associated with it;
- the quality of the data inferred from mobile device location estimates and Stats NZ’s expertise; and
- the high value use cases for population density data.

Success criteria

The parties agree to the success criteria for the pilot, without limitation:

Milestone / Success Criteria	Expected Date
Agreeing a base agreement for providing data to Stats NZ	End of the pilot period or sooner
Identifying benefits for you beyond providing data to Stats NZ	End of the pilot period or sooner
A transparent workflow so you are made aware of end users of the data and their use cases.	End of the pilot period or sooner

Data that the Supplier will provide

Data	During the term of this MOU, you will provide to Stats NZ estimates of the number of mobile devices at all Statistical Area 2 geographies at hourly intervals around New Zealand across 13 months historically, leading up to the date of the MOU being signed by both parties.	
Format	The Data will contain the following fields:	
	Date-Time (hourly intervals)	Number of mobile devices (count)
	Statistical Area 2 (suburb)	
	Stats NZ will provide a list of all Statistical Area 2 geographies for the data to be matched too.	

	<p>You will ensure that the Data is processed into the format and model agreed by the parties.</p> <p>You will provide the data as a CSV with the three columns of the three fields mentioned above.</p> <p>You will create a CSV per day with daily counts across all Statistical Area 2 geographies contained inside of it. The CSV files will follow the naming convention of YYYY_MM_DD.csv</p> <p>The CSV will be delivered to Stats NZ via a secure file repository agreed to be us.</p> <p>Please notify Stats NZ if any Data needs to be corrected or updated in any way. You agree to provide Stats NZ with any updates or changes.</p>
Combined Data	<p>The Combined Data is the Data combined with data in a similar format received from other telecommunications service providers, with such Combined Data being processed by Stats NZ and presented in a manner that does not identify which entity supplied the data.</p>

How Stats NZ may use the Data

You acknowledge that Stats NZ may use the Data during and after the term of this MOU for the purpose of commercialising population density data and any related purpose including, without limitation, that Stats NZ may:

- alter or manipulate the Data;
- combine the Data with other data held by Stats NZ and/or any other person or entity;
- benchmark the Data against other datasets held by Stats NZ;
- use the Data within Stats NZ for carrying out its statutory functions, duties and powers;
- develop products and services relating to the Data and sell or supply such products and services to other persons or entities and their contractors and sub-contractors; and
- store the Data, including, without limitation, on its system and/or in the public cloud in a data centre anywhere in the world.

[You agree that Stats NZ may, through a separate customer agreement, provide the Combined Data set to the other telecommunications service providers who have contributed to the Combined Data. The separate customer agreement will require that each telecommunications service provider uses the Combined Data for its internal business purposes only. Stats NZ will provide only the Combined Data to other telecommunications service providers and will not provide, disclose or make available to any other telecommunications service provider the Data in its raw form.] *[Note: Include if the Supplier wants to receive aggregated data and the other data providers have agreed also]*

Stats NZ will always alter, manipulate, combine or process the Data and will not sell, supply or make available your Data in the same raw format that you provided it to Stats NZ.

Once collected by Stats NZ, Data shared under this MOU will be subject to the confidentiality requirements of the Statistics Act 1975 (or any comparable replacement legislation). Except where there is clear consent, Stats NZ will always protect confidentiality by not releasing information in a manner that could identify individuals, households and businesses.

What Stats NZ offers to you *[Note: Select the options that apply]*

[Upfront fees payable to the Supplier

Stats NZ will pay you \$*[Insert amount]* for the Data provided. Stats NZ will pay the upfront fee in six equal monthly instalments in arrears during the term of this MOU. Stats NZ may withhold the fees payable where Data is not supplied.]

[Aggregated data

Subject to the other telecommunications service providers' agreement, during the term of this MOU we will provide you with the Combined Data. You may use the Combined Data within your own business for your internal business purposes only. You may not otherwise use or reproduce the Combined Data and you cannot reverse-engineer the Combined Data or communicate, disclose, sell, supply, transfer or make available the Combined Data to any other person or entity.] [Note: Suppliers will need to sign Stats NZ's customer MOU]

Information about end users and use cases

Stats NZ will give you the names of its customers and each use case for population density data.

Stats NZ services

Stats NZ will offer its expertise, knowledge, methods and processes to help improve your data. Anything that Stats NZ provides to you is Stats NZ's intellectual property. You may use any intellectual property that Stats NZ provides to you for your own internal business purposes only. You may not otherwise use or reproduce the intellectual property and you cannot communicate, disclose, sell or supply the intellectual property to any other person or entity.

Duration and when this MOU ends

This MOU will start on the date that both parties have signed this MOU and will continue for a period of 12 months.

Either party may terminate this MOU early where the other party has materially breached this MOU and the breach is not capable of being remedied or the other party has not remedied the breach within 30 days of the party notifying the other party in writing of the breach.

The parties acknowledge and agree that a "material breach" of this MOU includes, without limitation, any event or occurrence that (a) has compromised the security of the Data or the Combined Data or (b) involves any use or disclosure of personal information provided in connection with this MOU in breach of requirements of the Privacy Act 1993.

Intellectual property and confidentiality

Any intellectual property owned by a party, which is created or developed independently of this MOU, remains the property of its current owner. You acknowledge that, subject to the terms of this MOU, Stats NZ will own all intellectual property created or developed by it under or in connection with this MOU (including, without limitation, any intellectual property in its modifications or additions to the Data).

Each party will use any intellectual property or confidential information provided to it under or in connection with this MOU strictly in accordance with the terms of this MOU and will not disclose confidential information unless permitted by the terms of this MOU or by the other party in writing.

Privacy

You confirm that you are authorised to supply the Data to Stats NZ for use by Stats NZ in accordance with the terms of this MOU and that there is no impediment to you supplying the Data to Stats NZ.

How the parties will work together after this MOU ends

The parties acknowledge that they wish to work together to commercialise population density data this MOU ends. The parties will work together in good faith to agree a longer term supply agreement for the Data.

General provisions

The laws of New Zealand apply to this MOU.

Acceptance

In signing this MOU each party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Supplier:**

For and on behalf of **Stats NZ:**

(signature)

Name:

Position:

Date:

(signature)

Name:

Position:

Date:

Released under the
Official Information Act