



NZ TRANSPORT AGENCY
WAKA KOTAHI

TRANSPORT AGENCY AGREEMENT	
FOR PROVISION OF DATA	
WITH ACCIDENT COMPENSATION CORPORATION.	
Date signed:	Contract No:

19 April 2017

Agreement made on 19th day of April 2017

BETWEEN

THE NZ TRANSPORT AGENCY ["the Transport Agency"] of 50 Victoria Street, Wellington

AND

ACCIDENT COMPENSATION CORPORATION (ACC) (the Organisation)

INTRODUCTION

- A. The Organisation wishes to use Data which the Transport Agency holds, for the purposes of; carrying out statistical analysis and producing summary tables for the Ministry of Transport showing the cost of related ACC claims, and performing research in respect of injury prevention.
- B. The Transport Agency wishes to provide the Data to the Organisation.
- C. This Agreement sets out the terms and conditions for the provision of Data from the Transport Agency to the Organisation, and the terms and conditions upon which the Organisation can use the Data.

THE PARTIES AGREE:

DEFINITIONS AND INTERPRETATION

- 1. **Interpretation:** In this Agreement, unless the context otherwise requires:
 - a. a reference to a statute includes all regulations made under, and amendments made to, that statute; any statute passed in substitution for that statute; or any statute incorporating any of its provisions, to the extent that they are incorporated;
 - b. any reference to a Schedule or clause shall be reference to the Schedule forming part of this Agreement or a clause within this Agreement;
 - c. any reference to a paragraph shall be reference to a paragraph within the Schedule of this Agreement;
 - d. headings are inserted for convenience only and are to be ignored in interpreting this Agreement;
 - e. all amounts are in New Zealand dollars;
 - f. the singular includes the plural and vice versa; and
 - g. the word "person" includes a natural person and any body or entity whether incorporated or not.

2. **Definitions:** In this Agreement, unless the context otherwise requires, the following words shall have the following meaning:

"Agreement" Means this Agreement and includes the Introduction and Schedules.

"Business Day" Means a day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

"Confidential Information" Means the Data and any information, verbal or written, Personal Data or otherwise, including documents, plans, software, trade secrets, and intellectual property of a party. Confidential Information shall not include: public information (provided such information did not become public as a result of unauthorised disclosure by a party); information independently developed or acquired by a party; or information in writing by a party for disclosure.

"Data" Means data from the Crash Analysis System for the calendar year 2016, as set out in schedule 1

"Data Protection Laws" Means data protection and privacy laws in effect in New Zealand that apply to the use and storage of Personal Data.

"Personal Data" Means information about a customer or staff member of the Transport Agency, including names or other information relating to people involved in crashes, and any other information deemed by the Transport Agency to be "Personal Data".

"Purpose" Means the provision of CAS data (which may include personal data) specified in schedule 1 of this agreement, for the Organisation to carry out statistical analysis and produce summary tables for the Ministry of Transport showing the cost of related ACC claims, and to perform research in respect of injury prevention. Further disclosures of CAS data to the Organisation may be governed by an agreement or Memorandum of Understanding entered into by the parties for that purpose, or by a variation to this Agreement

"The Transport Agency" Means the Agency established under section 93 of the Land Transport Management Act 2003

3. This Agreement may be varied provided there is written agreement between the parties.

TERM

4. Except where varied in accordance with clause 3, this Agreement shall take effect from the date the Data is provided to the Organisation or the date the Agreement is signed by both parties (whichever is the earlier) [the "Start Date"] and shall terminate on ["the Termination Date"], unless terminated earlier in accordance with this Agreement.

ACCESS TO DATA

5. The Transport Agency will provide the Data to the Organisation in the form set out in Schedule 1.
6. The Transport Agency will provide the Data free of cost, and will provide the Data *as soon as possible to do so*
7. The Transport Agency will provide the Data to the Organisation *via a password protected USB*

CONDITIONS OF ACCESS

8. In consideration for obtaining the Data, the Organisation agrees to comply with the conditions of access set out in clauses 9 to 11 (inclusive).
9. The Organisation shall exercise, and shall ensure that its employees, agents and subcontractors exercise, that degree of care, skill, diligence and foresight that would reasonably and ordinarily be expected from skilled and experienced people in New Zealand in using and accessing the Data.
10. The Organisation shall not use the Transport Agency name for any purpose in any publicity, advertising or news release without the prior written approval of the Transport Agency.
11. The Organisation will not publish or otherwise disclose, orally or in writing, to any third party, or use in any way for any purpose, including educational or further research purposes, any information or Data obtained through the Transport Agency without the prior written approval of the Transport Agency.

CONFIDENTIAL INFORMATION

12. The Organisation shall maintain as confidential at all times, and shall not, at any time, directly or indirectly:
- disclose or permit to be disclosed to any person;
 - use for itself; or
 - use to the detriment of the other party,
- any Confidential Information except:
- as required by law;
 - as is already, or has become public knowledge, otherwise than as a result of a breach by the party disclosing or using that Confidential Information of any provision of this Agreement;
 - as authorised in writing by the other party; or
 - to the extent reasonably required by this Agreement [and, without limiting the effect of this clause, the Organisation may disclose Confidential Information only to those of its officers, employees, subcontractors or service providers on a "need to know" basis, as is reasonably required for the implementation of this Agreement, provided it ensures that any such officers, employees, subcontractors or service providers are made aware of and comply with the duty of confidence owed to the other party],

PERSONAL DATA SECURITY

13. Whenever the Transport Agency provides Personal Data to the Organisation, the Organisation must:
- a. Use the Personal Data only to the extent necessary to fulfil the Purpose of this Agreement, in accordance with any applicable Data Protection Laws
 - b. Keep the Personal Data secure at all times and prevent the loss of, unauthorised access to, and any other misuse relating to, the Personal Data
 - c. Keep the Personal Data confidential and not disclose it to any other agency or person
 - d. Only disclose the Personal Data within its Organisation as appropriate and necessary to fulfil the Purpose of this Agreement, or to the extent required by applicable Law
 - e. Not use or publish or otherwise release the Personal Data in a form that could reasonably be expected to identify any Individual whose details are included in the Data, and
 - f. Dispose of the Personal Data once it is no longer required for the Purpose of this Agreement, in accordance with clause 15.

DATA OWNERSHIP

14. The Organisation acknowledges that the Personal Data in whatever form and on whatever media remains the property of the Transport Agency. The Organisation will not compile, rent, or sell to others any lists containing Personal Data obtained under this Agreement to be used for direct marketing purposes.

RETURNING OR DESTROYING COPIES

15. At the Transport Agency's request, the Organisation must ensure the prompt return, destruction or erasure (depending on the Transport agency's instructions) of all copies or reproductions of Confidential Information held by the Organisation, its personnel and subcontractors, except that the Organisation may retain a copy for audit, insurance, or legal purposes. All Confidential Information retained by the Organisation must be kept confidential in accordance with clause 12.

INDEMNITY

16. The Organisation indemnifies the Transport Agency against all liabilities, damages, expenses and losses (including all legal costs) arising from any claim or proceeding brought against the Transport Agency to the extent the claim or proceeding has arisen due to the Organisation's breach of its obligations under clauses 13 and 14. The Organisation agrees that it will fully cooperate with and assist the Transport Agency in dealing with the consequences of any such breach (which may include providing and/or meeting the costs of providing written apology letters to the persons affected by the breach).

WARRANTY

17. The Transport Agency warrants that it has collected the information contained in the Data in accordance with statute, and has taken all reasonable care in so doing, and that the Data is current as at the date it is provided to the Organisation. However, the Organisation acknowledges and agrees that the information contained in the Data is obtained from or through parties other than the Transport Agency and that accordingly the Transport Agency does not warrant that the information is accurate to the extent that any inaccuracy is in fact

due to inaccurate information obtained from or through parties other than the Transport Agency.

INDEMNITY – GENERAL

18. The Organisation indemnifies the Transport Agency against all costs, losses, or damages resulting from any third-party claim made against it (or against any agent, employee or contractor of the Transport Agency) that may result directly or indirectly from the Organisation's use of the Data other than in accordance with this Agreement. However, the Organisation shall not be liable to the extent to which the Transport Agency has contributed to such costs, losses or damages.

TERMINATION

19. The Transport Agency may terminate this Agreement immediately by notice in writing if the Organisation:
- does anything that, in the Transport Agency's opinion (acting reasonably) damages the reputation of the Transport Agency; or
 - is in breach of this Agreement; or
 - enters into a composition with creditors, has a receiver or statutory manager appointed, is insolvent or bankrupt or goes into liquidation.
20. Despite clause 19, either party may terminate this Agreement by ninety [90] days' notice in writing.
21. On termination or expiry of this Agreement, each party shall unless otherwise mutually agreed in writing, immediately deliver to the other party all Confidential Information and Intellectual Property belonging to the other party.

NOTICES

22. Every notice under this Agreement shall be in writing and delivered by hand or sent by post, courier, fax or email to the Party's address for Notices stated in Schedule 2.
23. Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.
24. A notice will be considered to be received:
- If delivered by hand, on the date it is delivered
 - If sent by post, on the third Business Day after it has been sent
 - If sent by courier, on the date it is delivered
 - If sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
 - If sent by email, at the time the email enters into the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

NO ASSIGNMENT

25. The Organisation may not assign any of its rights, or obligations, under this Agreement, except with the prior written consent of the Transport Agency, such consent not being unreasonably withheld.
26. Any change in the effective management or control of the Organisation, through whatever means, shall be deemed to be an assignment of this Agreement requiring the prior written consent of the Transport Agency.

DISPUTE RESOLUTION

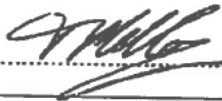

27. Where there is any dispute between the parties in relation to this Agreement, the parties shall first attempt to resolve the dispute using all reasonable efforts and good faith through negotiation, including negotiation at appropriate managerial level. The parties will endeavour to resolve the dispute within ten (10) Business Days of the dispute being referred to them.

28. If the parties fail to resolve the dispute within the time set out in clause 27, the parties shall try to settle the dispute by mediation. Either party may initiate mediation by giving written notice to the other. The parties will attempt to agree a mediator, but if they can't agree on one within five [5] Business Days after the mediation has been initiated, then the mediator shall be appointed by the Chair for the time being of LEADR New Zealand Inc. The costs and expenses of the mediator shall be shared by the parties equally.
29. Notwithstanding anything in these clauses 27 and 28, a party may commence court proceedings in relation to any dispute arising under or in connection with this Agreement at any time where that party seeks urgent interlocutory relief.

GENERAL

30. This Agreement constitutes the entire Agreement, understanding and arrangement [express and implied] between the parties relating to the subject matter of this Agreement, and supersedes and cancels any previous Agreement, understanding and arrangement relating to the services, whether written or oral.
31. Nothing in this Agreement shall create a partnership, joint venture, agency, trust or employer/employee relationship between the parties and a party may not make, or be allowed to make, any representation that any such relationship exists between the parties. A party shall not have the authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.
32. The provisions of this Agreement, and any act done in connection with this Agreement, or in connection with any other Agreement, instrument, document, judgement or order of any court, or in connection with the expiry or termination of this Agreement, shall not operate as a merger of any of the rights, powers or remedies of either of the parties under, or in connection with, this Agreement, or at law, and those rights, powers and remedies shall survive and continue in full force and effect to the extent that they are unfulfilled or are not exhausted.
33. Any delay, failure, or forbearance by a party to exercise [in whole or in part] any right, power or remedy under, or in connection with, this Agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.
34. In the event that any part of this Agreement is for any reason declared invalid or unenforceable according to the laws of New Zealand, then the remainder of the Agreement and the application thereof shall continue in full force and effect to the full extent permitted by law, except that if the parties cannot agree on any amendments considered by either party to be necessary to achieve the same economic effect then either party may terminate this Agreement as if a breach had occurred.
35. The Laws of New Zealand shall govern the construction, validity and performance of this Agreement.
36. Termination of this Agreement for any reason or expiry of this Agreement shall not affect the provisions of this Agreement which by their nature survive termination or expiry (as appropriate), including, but not limited to, indemnity, personal data security, data ownership and confidentiality provisions.

SIGNED by the Parties:

<p>SIGNED for, and on behalf of, the Transport Agency by:</p>	<p>SIGNED for, and on behalf of, the Organisation by:</p>
<p>Signature </p>	<p>Signature </p>

Name: Tracy Mellon	Name: Kenn Reynolds
Designation: Manager, Analysis + Insights	Designation: Team Manager Customer Analytics
Date: 13 April 2017	Date: 19 April 2017
In the presence of: Alex Brocklehurst	In the presence of: Brian Kwon
Witness Signature: Alex Brocklehurst	Witness Signature: Brian Kwon
Name: ALEX BROCKLEHURST	Name: Brian Kwon
Address: 50 VICTORIA STREET PRIVATE BAG 6996, WELLINGTON 6141	Address: ACC

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Schedule 1
Form of Data

The following information is to be supplied to the Organisation.

A Unique crash identifier

- Crash ID

B Crash cause

- Alcohol
- Too fast
- Failed giveaway/stop
- Failed keep left
- Overtaking
- Incorrect lane position
- Poor handling
- Poor observation
- Poor judgement
- Fatigue
- Disabled/old/ill
- Pedestrian factors
- Vehicle factors
- Road factors
- Weather

C Crash location

- Crash ID
- Crash severity - F/S/M/N. Where field is " " severity is unknown
- Crash date
- Crash time
- Crash social cost
- Crash movement (O)vertaking, (S)traight - lost control/head on, (B)end - lost control/head on, (R)ear end/obstruction, cross(l)ng/turning, (P)edestrian vs vehicle, (M)iscellaneous, (U)known
- Territorial local authority
- Urban/open road
- Crash road
- At intersection or Distance and direction
- Sideroad or feature
- Locality
- SH - state highway or not

- Road type - Major urban, Minor urban, Open road, State highway, Other open road, Motorway
- Road centreline segment

D Person

- Person ID - unique within the crash
- LTSA role
- Person's initials
- Surname
- Date of Birth - DDMMYYYY
- Age
- Person's sex - F/M
- Injury severity - F/S/M/N. Where field is " " severity is unknown
- Person type (D)river/(P)assenger, s(K)ateboarder, p(E)destrian, cycli(S)t, e(Q)uestrian, (O)ther, w(H)eeled ped, parked car o(W)ner
- Person casualty type s(K)ateboarder, p(E)destrian, cycli(S)t, e(Q)uestrian, (C)ar/stn wagon, ta(X)i, (V)an or ute, (T)ruck, (A)rtic truck, (B)us, schoo(L) bus, (M)otor cycle, mo(P)ed, (O)ther, (U)nkown, w(H)eeled pedestrian, (4)SUV/4 (new 2005)
- Belt/helmet worn - Y=worn, U=uncertain, O=not available, N=not worn (this data not supremely reliable, when Police ask a crash participant whether they are wearing a seatbelt they may not necessarily tell the truth as they risk a fine)
- Driver Licence Status - (C)urrent, (P)rovisional, (R)estricted, (L)earner, (E)xpired, (D)isqualified, li(M)ited licence, (W)rong class, (N)ever licensed, (F)ull, (O)verseas, un(k)nown, for(B)idden
- Driver culpability. This is calculated from the driver causes for the drivers with roles 1 and 2 (the first two driver parties in the crash). It has values:
 - 1=1 vehicle, driver at fault
 - 2=1 vehicle, no driver at fault
 - 3=>1 party, driver prime fault
 - 4=>1 party, driver part fault
 - 5=>1 party, no driver fault
- Vehicle year of manufacture (for driver and passengers)
- Vehicle CC rating
- Vehicle registration number
- Vehicle make and model

Schedule 2
Addresses for Notices

1. The Transport Agency's address

For the Attention of: **Tracy Mellor, Manager Analysis and Insights**
Delivery address: **NZ Transport Agency**
Postal address: **50 Victoria Street**
Private Bag 6996
Wellington 6141
Fax: **9(2)(a)**
Email: **[REDACTED]**

2. The Organisation's address

For the Attention of: **Kevin Reynolds, Team Manager Response, Customer Analytics**
Delivery address: **ACC Justice Centre**
Postal address: **Level 14**
19 Aitken Street
Wellington
6011
Fax: **9(2)(a)**
[REDACTED]



NZ TRANSPORT AGENCY
WAKA KOTAHI

TRANSPORT AGENCY AGREEMENT	
FOR PROVISION OF DATA	
WITH ACCIDENT COMPENSATION CORPORATION.	
Date signed:	Agreement No: DA2018-01

Agreement made on day of

.2018

BETWEEN

THE NZ TRANSPORT AGENCY ["the Transport Agency"] of 50 Victoria Street, Wellington

AND

ACCIDENT COMPENSATION CORPORATION (ACC) (the Organisation)

INTRODUCTION

- A. The Organisation wishes to use Data which the Transport Agency holds, for the purpose of carrying out research in regard to the effectiveness of the DRIVE website (owned by the Transport Agency and the Organisation), a learning tool that aims to support users to progress through the graduated driver licensing system to and embed safe driving behaviours.
- B. The Transport Agency wishes to provide the Data to the Organisation. The Data which the Transport Agency wishes to disclose is provided on the grounds that the person to whom the personal information applies, has consented to use of the Data by the Transport Agency and the Organisation for the Purpose. Where the person has not consented, the Data is provided on the grounds that the Data is to be used for research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned, which is consistent with information privacy principle 11h(ii) of the Privacy Act 1993.
- C. This Agreement sets out the terms and conditions for the provision of Data from the Transport Agency to the Organisation, and the terms and conditions upon which the Organisation can use the Data.
-

The Parties Agree:

DEFINITIONS AND INTERPRETATION

1. **Interpretation:** In this Agreement, unless the context otherwise requires:
- a. a reference to a statute includes all regulations made under, and amendments made to, that statute; any statute passed in substitution for that statute; or any statute incorporating any of its provisions, to the extent that they are incorporated;
 - b. any reference to a Schedule or clause shall be reference to the Schedule forming part of this Agreement or a clause within this Agreement;
 - c. any reference to a paragraph shall be reference to a paragraph within the Schedule of this Agreement;
 - d. headings are inserted for convenience only and are to be ignored in interpreting this Agreement;
 - e. all amounts are in New Zealand dollars;
 - f. the singular includes the plural and vice versa; and
 - g. the word "person" includes a natural person and any body or entity whether incorporated or not.

2. **Definitions:** In this Agreement, unless the context otherwise requires, the following words shall have the following meaning:

“Agreement”	Means this Agreement and includes the Introduction and Schedules.
“Business Day”	Means a day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.
“Confidential Information”	Means the Data and any information, verbal or written, Personal Data or otherwise, including documents, plans, software, trade secrets, and intellectual property of a party. Confidential Information shall not include: public information [provided such information did not become public as a result of unauthorised disclosure by a party]; information independently developed or acquired by a party; or information in writing by a party for disclosure.
“Data”	Means data from the Driver Licence Register, as set out in Schedule 1.
“Data Protection Laws”	Means data protection and privacy laws in effect in New Zealand that apply to the use and storage of Personal Data.
“Personal Data”	Means information about a customer or staff member of the Transport Agency, including names, dates of birth, gender, and driver licence status, and any other information deemed by the Transport Agency to be “Personal Data”.
“Purpose”	Means research and analysis of driver licence status of users of the DRIVE website, as well as of a control group consisting of non-users, in order to evaluate the effectiveness of the driver education programme made available through DRIVE, and includes statistical analysis of how long it takes users of DRIVE to progress through the graduated driver licence system, compared with other drivers, and to see if DRIVE users are more or less likely to be driving a vehicle in an injury-causing accident, compared with other learner drivers, and to help evaluate and improve the DRIVE resource.
“The Transport Agency”	Means the Agency established under section 93 of the Land Transport Management Act 2003

VARIATION

3. This Agreement may be varied provided there is written agreement between the parties.

TERM

4. Except where varied in accordance with clause 3, this Agreement shall take effect from the date the Data is provided to the Organisation or the date the Agreement is signed by both parties (whichever is the earlier) [the "Start Date"] and shall be reviewed annually or terminate on 30 June 2021 ["the Termination Date"] if not reviewed before then, unless terminated earlier in accordance with this Agreement.

ACCESS TO DATA

5. The Transport Agency will provide the Data on a quarterly basis to the Organisation in the form set out in Schedule 1.
6. The Transport Agency will provide the Data free of cost, and will provide the Data as soon as possible upon the signature of this agreement.
7. The Transport Agency will provide the Data to the Organisation via either a password protected spreadsheet or an encrypted USB stick.

CONDITIONS OF ACCESS

8. In consideration for obtaining the Data, the Organisation agrees to comply with the conditions of access set out in clauses 9 to 11 (inclusive).
9. The Organisation shall exercise, and shall ensure that its employees, agents and sub-contractors exercise, that degree of care, skill, diligence and foresight that would reasonably and ordinarily be expected from skilled and experienced people in New Zealand in using and accessing the Data.
10. The Organisation shall not use the Transport Agency name for any purpose in any publicity, advertising or news release without the prior written approval of the Transport Agency.
11. The Organisation will not publish or otherwise disclose, orally or in writing, to any third party, or use in any way for any purpose, including educational or further research purposes, any information or Data obtained through the Transport Agency without the prior written approval of the Transport Agency.

CONFIDENTIAL INFORMATION

12. The Organisation shall maintain as confidential at all times, and shall not, at any time, directly or indirectly:
 - a. disclose or permit to be disclosed to any person;
 - b. use for itself; or
 - c. use to the detriment of the other party,any Confidential Information except:
 - a. as required by law;
 - b. as is already, or has become public knowledge, otherwise than as a result of a breach by the party disclosing or using that Confidential Information of any provision of this Agreement;
 - c. as authorised in writing by the other party; or
 - d. to the extent reasonably required by this Agreement [and, without limiting the effect of this clause, the Organisation may disclose Confidential Information only to those of its officers, employees, subcontractors or service providers on a "need to know" basis, as is reasonably required for the implementation of this Agreement, provided it ensures that any such officers, employees, subcontractors or service providers are made aware of and comply with the duty of confidence owed to the other party],

PERSONAL DATA SECURITY

13. Whenever the Transport Agency provides Personal Data to the Organisation, the Organisation must:
 - a. Use the Personal Data only to the extent necessary to fulfil the Purpose of this Agreement, in accordance with any applicable Data Protection Laws
 - b. Keep the Personal Data secure at all times and prevent the loss of, unauthorised access to, and any other misuse relating to, the Personal Data
 - c. Keep the Personal Data confidential and not disclose it to any other agency or person
 - d. Only disclose the Personal Data within its Organisation as appropriate and necessary to fulfil the Purpose of this Agreement, or to the extent required by applicable Law
 - e. Not use or publish or otherwise release the Personal Data in a form that could reasonably be expected to identify any individual whose details are included in the Data, and
 - f. Dispose of the Personal Data once it is no longer required for the Purpose of this Agreement, in accordance with clause 15.

DATA OWNERSHIP

14. The Organisation acknowledges that the Personal Data in whatever form and on whatever media remains the property of the Transport Agency. The Organisation will not compile, rent, or sell to others any lists containing Personal Data obtained under this Agreement to be used for direct marketing purposes.

RETURNING OR DESTROYING COPIES

15. At the Transport Agency's request, the Organisation must ensure the prompt return, destruction or erasure (depending on the Transport agency's instructions) of all copies or reproductions of Confidential Information held by the Organisation, its personnel and subcontractors, except that the Organisation may retain a copy for audit, insurance, or legal purposes. All Confidential Information retained by the Organisation must be kept confidential in accordance with clause 12.

INDEMNITY

16. The Organisation indemnifies the Transport Agency against all liabilities, damages, expenses and losses (including all legal costs) arising from any claim or proceeding brought against the Transport Agency to the extent the claim or proceeding has arisen due to the Organisation's breach of its obligations under clauses 13 and 14. The Organisation agrees that it will fully cooperate with and assist the Transport Agency in dealing with the consequences of any such breach (which may include providing and/or meeting the costs of providing written apology letters to the persons affected by the breach).

WARRANTY

17. The Transport Agency warrants that it has collected the information contained in the Data in accordance with statute, and has taken all reasonable care in so doing, and that the Data is current as at the date it is provided to the Organisation. However, the Organisation acknowledges and agrees that the information contained in the Data is obtained from or through parties other than the Transport Agency and that accordingly the Transport Agency does not warrant that the information is accurate to the extent that any inaccuracy is in fact due to inaccurate information obtained from or through parties other than the Transport Agency.

INDEMNITY – GENERAL

18. The Organisation indemnifies the Transport Agency against all costs, losses, or damages resulting from any third-party claim made against it (or against any agent, employee or contractor of the Transport Agency) that may result directly or indirectly from the Organisation's use of the Data other than in accordance with this Agreement. However, the Organisation shall not be liable to the extent to which the Transport Agency has contributed to such costs, losses or damages.

TERMINATION

19. The Transport Agency may terminate this Agreement immediately by notice in writing if the Organisation:
- a. does anything that, in the Transport Agency's opinion (acting reasonably) damages the reputation of the Transport Agency; or
 - b. is in breach of this Agreement; or
 - c. enters into a composition with creditors, has a receiver or statutory manager appointed, is insolvent or bankrupt or goes into liquidation.
20. Despite clause 19, either party may terminate this Agreement by ninety [90] days' notice in writing.
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 - e. If sent by email, at the time the email enters into the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

NO ASSIGNMENT

25. The Organisation may not assign any of its rights, or obligations, under this Agreement, except with the prior written consent of the Transport Agency, such consent not being unreasonably withheld.
26. Any change in the effective management or control of the Organisation, through whatever means, shall be deemed to be an assignment of this Agreement requiring the prior written consent of the Transport Agency.

DISPUTE RESOLUTION





27. Where there is any dispute between the parties in relation to this Agreement, the parties shall first attempt to resolve the dispute using all reasonable efforts and good faith through negotiation, including negotiation at appropriate managerial level. The parties will endeavour to resolve the dispute within ten (10) Business Days of the dispute being referred to them.
28. If the parties fail to resolve the dispute within the time set out in clause 27, the parties shall try to settle the dispute by mediation. Either party may initiate mediation by giving written notice to the other. The parties will attempt to agree a mediator, but if they can't agree on one within five [5] Business Days after the mediation has been initiated, then the mediator shall be appointed by the Chair for the time being of LEADR New Zealand Inc. The costs and expenses of the mediator shall be shared by the parties equally.
29. Notwithstanding anything in these clauses 27 and 28, a party may commence court proceedings in relation to any dispute arising under or in connection with this Agreement at any time where that party seeks urgent interlocutory relief.

GENERAL

30. This Agreement constitutes the entire Agreement, understanding and arrangement [express and implied] between the parties relating to the subject matter of this Agreement, and supersedes and cancels any previous Agreement, understanding and arrangement relating to the services, whether written or oral.
31. Nothing in this Agreement shall create a partnership, joint venture, agency, trust or employer/employee relationship between the parties and a party may not make, or be allowed to make, any representation that any such relationship exists between the parties. A party shall not have the authority to act for, or to incur any obligation on behalf of, the other party, except as expressly provided for in this Agreement.
32. The provisions of this Agreement, and any act done in connection with this Agreement, or in connection with any other Agreement, instrument, document, judgement or order of any court, or in connection with the expiry or termination of this Agreement, shall not operate as a merger of any of the rights, powers or remedies of either of the parties under, or in connection with, this Agreement, or at law, and those rights, powers and remedies shall survive and continue in full force and effect to the extent that they are unfulfilled or are not exhausted.
33. Any delay, failure, or forbearance by a party to exercise [in whole or in part] any right, power or remedy under, or in connection with, this Agreement shall not operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of this Agreement shall not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach shall not be, or be deemed to be, a waiver of any other or subsequent breach.
34. In the event that any part of this Agreement is for any reason declared invalid or unenforceable according to the laws of New Zealand, then the remainder of the Agreement and the application thereof shall continue in full force and effect to the full extent permitted by law, except that if the parties cannot agree on any amendments considered by either party to be necessary to achieve the same economic effect then either party may terminate this Agreement as if a breach had occurred.
35. The Laws of New Zealand shall govern the construction, validity and performance of this Agreement.

36. Termination of this Agreement for any reason or expiry of this Agreement shall not affect the provisions of this Agreement which by their nature survive termination or expiry (as appropriate), including, but not limited to, indemnity, personal data security, data ownership and confidentiality provisions.

SIGNED by the Parties:

<p>SIGNED for, and on behalf of, the Transport Agency by:</p> <p>Signature: </p> <p>Name: <u>Helen Aki</u></p> <p>Designation: <u>Senior manager Research & Analytics</u></p> <p>Date: <u>01/02/18</u></p> <p>In the presence of:</p> <p>Witness Signature: </p> <p>Name: <u>Carolyn Eble</u></p> <p>Address: <u>C/O 50 Victoria St</u> <u>Wellington</u></p>	<p>SIGNED for, and on behalf of, the Organisation by:</p> <p>Signature: </p> <p>Name: <u>Cameron Sharkey</u></p> <p>Designation: <u>Head of Strategy, Policy & Research</u></p> <p>Date: <u>28/2/18</u></p> <p>In the presence of:</p> <p>Witness Signature: </p> <p>Name: <u>Maliska Jelliman</u></p> <p>Address: <u>SPR Coordinator</u> <u>Justice centre LT</u></p>
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Schedule 1
Form of Data

The following information from the **participant group** is to be supplied to the Organisation:

- A. Unique DRIVE identifier
 - DRIVE_ID (already known by ACC - used for data matching purposes)
- B. Unique Driver Licence Identifier
 - Driver_Licence (Driver licence number)
- C. Participant demographics
 - First Name
 - Last Name
 - Other Names
 - Gender
 - Date of Birth
 - DRIVE Sign up Date
- D. Licence characteristics
 - Current licence stage (as at DATE)
 - Grant_Date of current and previous licence stages (For Class 1 only)

The following information from the **non-participant (control) group** is to be supplied to the Organisation:

- A. Unique Driver Licence Identifier
 - a. Driver_Licence (Driver Licence Number)
- B. Participant demographics
 - a. First Name
 - b. Last Name
 - c. Other Names
 - d. Gender
 - e. Date of Birth
- C. Licence characteristics
 - a. Current licence stage (as at DATE)
 - b. Grant_Date of current and previous licence stages (For Class 1 only)

Schedule 2
Addresses for Notices

1. The Transport Agency's address

For the Attention of: **Helen Aki, Manager Research and Analytics NZ Transport Agency**
Delivery address: 50 Victoria Street
Postal address: Private Bag 6996
Wellington 6141
Fax: 9(2)(a) [REDACTED]
Email: [REDACTED]

2. The Organisation's address

For the Attention of: Zeeman van der Merwe, Information Consultant, ACC
Delivery address: 19 Aitken St, Thorndon, Wellington 6011
Postal address: P.O. Box 242, Wellington, 2011
Email: 9(2)(a) [REDACTED]

MASTER LICENSING AGREEMENT

Between

THE NEW ZEALAND TRANSPORT AGENCY (Waka Kotahi New Zealand Transport Agency) a Crown entity, established on 1 August 2008 by section 93 of the Land Transport Management Act 2003 (“the Transport Agency”)

and

ACCIDENT COMPENSATION CORPORATION (ACC) (the “Licensee”)

The Transport Agency holds certain information. The Licensee wishes to obtain access to that information for the purposes of carrying out statistical analysis and producing summary tables for the Ministry of Transport showing the cost of related ACC claims, and performing research in respect of injury prevention.

Under this Agreement, the Transport Agency will supply the information described in the Schedule to this Agreement to the Licensee on the terms and conditions set out in this Agreement. In consideration for the supply of this information, the Licensee agrees to abide by the terms and conditions of this Agreement.

SIGNED AS AN AGREEMENT

For and on behalf of the **NEW ZEALAND TRANSPORT AGENCY**

For and on behalf of the **ACCIDENT COMPENSATION CORPORATION**

Signed:



Galina Mitchelhill

Name:

Senior Manager Research and Analytics

Position:

Date:

16/03/2020

1. Definitions and interpretation

1.1 Definitions: In this Agreement, unless the context requires otherwise

Attributed Data	means Data that requires attribution, as specified in the Schedule to this Agreement.
Business Day	Means a day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.
CAS	Crash Analysis system which holds information about, and allows analysis of, motor vehicle crashes in New Zealand.
CAS PURPOSES	<p>The purposes for which the information is collected by the Transport Agency and held in CAS are:</p> <ul style="list-style-type: none">(a) Informing transport policy and regulations(b) Designing and prioritising a range of road user behaviour and road safety initiatives(c) Supporting funding applications for network and road safety improvements(d) Monitoring and evaluating the effectiveness of road safety initiatives(e) Providing statistics to support a wide range of public information requests(f) Providing information for research purposes connected with road network user behaviour, road safety and transport policy(g) Administering the Crash Analysis System (Transport Agency staff and approved contractors only)
Confidential Data	means Data that is confidential, as specified in the Schedule to this Agreement.
Data	means the information specified in the Schedule to this Agreement.
Data Breach	means any potential, threatened or actual misuse or unauthorised disclosure of Confidential Data or Personal Data by the Licensee, or by any person to whom the Licensee has disclosed such Confidential Data or Personal Data.
Personal Data	means Data that is Personal Information, as specified in the Schedule to this Agreement or provided to the Licensee under this Agreement.
Personal Information	<p>has the meaning set out in the Privacy Act 1993. Without limitation and to avoid doubt, "Personal Information" also includes:</p> <ul style="list-style-type: none">(a) Information contained in the Transport Agency's Driver Licence Register, Motor Vehicle Register and CAS;(b) Motor vehicle registration numbers;(c) Driver licence numbers;

- (d) Names and other information relating to people involved in crashes; and
- (e) Any other information deemed by the Transport Agency to be 'Personal Information'.

Privacy Laws

means any laws, regulations, codes of practice and approved information sharing agreements in so far as they regulate the collection, processing, storage, use and/or disclosure of information about individuals; in each case as amended or replaced from time to time.

1.2 Interpretation: In this Agreement, unless the context requires otherwise:

- 1.2.1 References to clauses and Schedules are to clauses of and schedules to this Agreement;
- 1.2.2 Derivations of any defined word or term shall have a corresponding meaning;
- 1.2.3 A gender includes each other gender;
- 1.2.4 The headings to clauses are inserted for convenience only and shall be ignored in interpreting this Agreement;
- 1.2.5 The word "including" and other similar words do not imply any limitation;
- 1.2.6 A reference to a party includes its personal representatives, successors and permitted assigns;
- 1.2.7 A person includes any individual, company, corporation, firm, partnership, trust, unincorporated body of persons or Government Agency;
- 1.2.8 The plural includes the singular and vice versa;
- 1.2.9 A reference to a statute includes all regulations and other subordinate legislation made under that statute. A reference to any legislation (including subordinate legislation) includes that legislation as amended or replaced from time to time;
- 1.2.10 The contra proferentum rule shall not apply in the interpretation of this Agreement;
- 1.2.11 A document (however described and including this Agreement) includes that document as amended or replaced from time to time;
- 1.2.12 An obligation not to unreasonably withhold agreement, consent or approval (or any similar obligation) includes an obligation not to unreasonably condition or delay such agreement, consent or approval (or other similar obligation);
- 1.2.13 Any obligation falling due for performance on or by a day other than a Business Day shall be performed on or by the Business Day immediately following that day;
- 1.2.14 An obligation not to do something includes an obligation not to allow or cause that thing to be done;
- 1.2.15 All amounts payable under this Agreement are expressed exclusive of GST and in New Zealand dollars. If GST is payable on any amount it will be added to that amount and will be payable at the time the amount itself is payable;

2. Term

- 2.1 **Commencement:** This Agreement commences on the date it is executed.
- 2.2 **Termination:** This Agreement terminates on 30 June 2025.
- 2.3 **Survival:** Notwithstanding clause 2.2, the following clauses survive termination of this Agreement:
- 2.3.1 Clause 5, relating to Data ownership;
 - 2.3.2 Clause 9, relating to Confidential Data;
 - 2.3.3 Clause 10, relating to Personal Data;
 - 2.3.4 Clause 15, relating to the Return or destruction of Data; and
 - 2.3.5 Clause 16, relating to Indemnity.

3. Supply of Data

- 3.1 **Supply of Data:** The Transport Agency will supply to the Licensee the Data specified in the Schedule, for the purpose, at the times, via the mechanism, and in the format specified in the Schedule.
- 3.2 **Charge:** The Transport Agency will not charge the Licensee for the supply of Data under this Agreement.

4. Working together

- 4.1 **Identification of information:** The parties will work together to identify information held by the Transport Agency that will satisfy the needs of the Licensee.
- 4.2 **Notification of errors:** The Licensee will immediately notify the Transport Agency of any apparent errors in the information supplied by the Transport Agency to the Licensee. For example, if the Transport Agency has mistakenly supplied an incorrect dataset, or if a dataset mistakenly contains Personal Information that should have been removed prior to being supplied.
- 4.3 **Deletion of information supplied in error:** If requested to do so by the Transport Agency, the Licensee will immediately delete any copies of information mistakenly supplied by the Transport Agency and notify the Transport Agency that it has done so.
- 4.4 **Notification of Data Breach:** The Licensee will notify the Transport Agency immediately upon becoming aware of any:
- 4.4.1 Actual or suspected Data Breach; or
 - 4.4.2 Breach of the Licensee's obligations under this Agreement.
- 4.5 **Mitigating Data Breaches:** The Licensee will take all practicable measures to mitigate the effects of any Data Breach. The Licensee will co-operate with the Transport Agency in preventing or limiting the effects of any Data Breach, at the cost of the Licensee. This may include, for example, providing and/or meeting the costs of providing written apology letters to the persons affected by the Data Breach.

5. Data ownership

- 5.1 **Ownership retained:** The Licensee acknowledges that all Data and other information supplied by the Transport Agency to the Licensee remains the property of the Transport Agency. The Organisation will not compile, rent, or sell to others any lists containing Personal Data obtained under this Agreement to be used for direct marketing purposes.

6. Use of Data

- 6.1 **Subject to other clauses:** This clause 6 is subject to the other clauses of this Agreement.
- 6.2 **Use of Data:** The Licensee may use the Data for any purpose not inconsistent with the other terms of this Agreement. Without limitation, this includes purposes related to not-for-profit research and education, and for-profit business and commercial use.

7. Amendment of Schedule

- 7.1 **Request:** The Licensee may request that the Transport Agency amend the Schedule to this Agreement at any time.
- 7.2 **Amendment:** The Transport Agency may (on agreement between the parties) amend the Schedule to this Agreement at any time by providing an updated Schedule to the Licensee. The amended Schedule will be binding on the parties as and from the date specified in the amended Schedule. The parties do not need to sign the amended Schedule for it to become effective.

8. Attribution

- 8.1 **Application:** This clause 8 applies to Attributed Data.
- 8.2 **Attribution:** The Licensee must provide due attribution to the author or source of any Attributed Data used in any published, distributed or shared work referring to or derived from the Attributed Data.
- 8.3 **Manner of attribution:** The Licensee may provide due attribution by any reasonable manner based on the medium, means, and context in which the Attributed Data is used. For example, these conditions could be satisfied by providing a URL or hyperlink to a resource that includes the attribution.

9. Confidential Data

- 9.1 **Application:** This clause 9 applies to Confidential Data, as indicated in the Schedule.
- 9.2 **Confidentiality:** Except as permitted by this clause 9 or otherwise expressly permitted in this Agreement, the Licensee will keep Confidential Data confidential and will not disclose Confidential Data to any person or use that Confidential Data for any purpose other than as permitted by this Agreement.
- 9.3 **Permitted use:** The Licensee may use Confidential Data for:
- 9.3.1 Statistical or research purposes;
 - 9.3.2 Internal use and evaluation; and
 - 9.3.3 Creating derivative works,

provided that the Licensee aggregates, anonymises or removes all Confidential Data from any published, distributed or shared work referring to or derived from the Confidential Data.

9.4 **Exception for public information:** The Licensee may disclose Confidential Data if and to the extent the information:

9.4.1 Is disclosed to the Licensee on a non-confidential basis by a third party who has the right to make such disclosure;

9.4.2 Is generally available to the public through no fault of the Licensee; or

9.4.3 Is developed by the Licensee independently of the information disclosed by the Transport Agency.

10. Personal Data

10.1 **Application:** This clause 10 applies to Personal Data, as indicated in the Schedule.

10.2 **Further application:** In addition to clauses 4.2 and 4.3, this clause 10 also applies to any Personal Information mistakenly provided by the Transport Agency to the Licensor.

10.3 **Privacy laws:** The Licensee must comply at all times with all Privacy Laws and not do anything with the Personal Data likely to cause the Transport Agency to breach any Privacy Laws.

10.4 **Secure and confidential:** Except as permitted by this clause 10 or otherwise expressly permitted in this Agreement, the Licensee will:

10.4.1 Keep Personal Data secure so as to prevent the loss of, unauthorised access to, or use, modification, disclosure, or any other misuse of, the Personal Data;

10.4.2 Keep Personal Data confidential and will not disclose Personal Data to any person or use that Personal Data for any purpose other than as permitted by this Agreement;

10.5 **Permitted uses:** The Licensee may use Personal Data for:

10.5.1 Statistical or research purposes;

10.5.2 Internal use and evaluation; and

10.5.3 Creating derivative works,

provided that

10.5.4 The Licensee aggregates, anonymises or removes all Personal Data from any published, distributed or shared work referring to or derived from the Personal Data, such that no individual included in the Data could reasonably be expected to be identified; and

10.5.5 The Licensee complies with the applicable provisions of the Privacy Act 1993, and any other law relevant to its possession or use of the Personal Data, and does not do anything with the Personal Data that will or is likely to cause the Transport Agency to breach the Privacy Act or any other law.

10.5.6 **CAS Permitted Use:** The Licensee agrees that it is granted use of CAS information on the condition that any Personal Data obtained from CAS will be kept confidential and will only:

(a) Be used in a form in which the individual is not identified; or

- (b) Be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.

The Licensee agrees that it will only use the information from CAS for one of the CAS Purposes and in accordance with this clause 10.5.6 regarding “CAS Permitted Use”.

- 10.6 **Prohibited uses:** The Licensee may not, directly or indirectly, use Personal Data for any of the following purposes, unless expressly authorised by the Transport Agency in writing:

- 10.6.1 Direct marketing; or

- 10.6.2 Information matching other than in accordance with an [authorised information matching programme under the Privacy Act].

11. General exceptions for Confidential and Personal Data

- 11.1 **Exception for related parties:** The Licensee may disclose Data (including Confidential and Personal Data) to its:

- 11.1.1 Related companies, directors, employees or contractors who need to know such information for the purposes contemplated by this Agreement; or

- 11.1.2 Professional advisers, auditors or bankers for a proper purpose,

provided that the Licensee ensures that each such person complies with the restrictions in Agreement as if such person were a party to this Agreement.

- 11.2 **Exception where required by law:** The Licensee may disclose Data (including Confidential and Personal Data) if and to the extent disclosure is required by law, the rules of any registered securities exchange upon which the party’s securities are listed, or any Government Agency, minister of the Crown or parliamentary officer or body, provided that the Licensee gives the Transport Agency notice of the requirement as soon as practicable before such disclosure is made.

- 11.3 **Exception for legal proceedings:** The Licensee may disclose Data (including Confidential and Personal Data) if required in connection with legal proceedings relating to this Agreement.

12. Further permitted use

- 12.1 **Services and deliverables provided to the Transport Agency:** Notwithstanding anything else in this Agreement, the Licensee may use any Data (including Confidential Data and Personal Data) for the purposes of providing any services and deliverables to the Transport Agency under a contract for services.

13. Dispute resolution

- 13.1 **Negotiation:** Where there is any dispute between the parties in relation to this Agreement, the parties will first attempt to resolve the dispute using all reasonable efforts and good faith through negotiation, including negotiation at appropriate managerial level. The parties will endeavour to resolve the dispute within ten Business Days of the dispute being referred to them.

- 13.2 **Mediation:** If the parties fail to resolve the dispute within the time set out in clause 13.1, the parties will try to settle the dispute by mediation. Either party may initiate mediation by giving

written notice to the other. The parties will attempt to agree a mediator, but if they can't agree on one within five Business Days after the mediation has been initiated, then the mediator will be appointed by the Chair for the time being of LEADR New Zealand Inc. The costs and expenses of the mediator will be shared by the parties equally.

- 13.3 **Urgent relief:** Notwithstanding anything in this clause 13, a party may commence court proceedings in relation to any dispute arising under or in connection with this Agreement at any time where that party seeks urgent interlocutory relief.

14. Termination

- 14.1 **Termination by the Transport Agency:** The Transport Agency may terminate this Agreement immediately by notice in writing if the Licensee:

14.1.1 Does anything that, in the Transport Agency's opinion (acting reasonably) damages the reputation of the Transport Agency; or

14.1.2 Is in breach of this Agreement; or

14.1.3 Enters into a compromise with creditors, has a receiver or statutory manager appointed, is insolvent or bankrupt or goes into liquidation.

- 14.2 **Termination by Notice:** Either party may terminate this Agreement by giving ninety days' notice in writing.

15. Return or destruction

- 15.1 **Application:** This clause 15 applies:

15.1.1 On termination of this Agreement, to all Data; and

15.1.2 Once no longer required for the purpose of this Agreement (as set out in the Schedule to this Agreement), to all Personal Data; and

15.1.3 Where requested by the Transport Agency, to the Data specified by the Transport Agency.

- 15.2 **Return or destroy:** The Licensee must ensure the prompt return, or secure destruction or erasure of all copies or reproductions of Data held by the Licensee, its personnel and subcontractors.

- 15.3 **Retention:** Notwithstanding clause 15.2, the Licensee may retain one copy of any Data where required by law, or for insurance and legal purposes. The Licensee may also retain any copies of the Data kept in accordance with its ordinary backup and data retention policies, provided that such copies of the Data are not accessible in the ordinary course of business of the Licensee.

- 15.4 **Certification:** At the request of the Transport Agency, the Licensee must certify to the Transport Agency in writing that it has complied with its obligations under this clause 15.

16. Indemnity

- 16.1 **General indemnity:** The Licensee indemnifies the Transport Agency against all costs, losses, or damages resulting from any third-party claim made against it (or against any agent, employee or contractor of the Transport Agency) that may result directly or indirectly from the

Licensee's use of the Data other than in accordance with this Agreement. However, the Licensee will not be liable to the extent to which the Transport Agency has contributed to such costs, losses or damages.

17. Warranty

17.1 **Warranty:** The Transport Agency warrants that it has collected the Data in accordance with applicable law, and has taken all reasonable care in so doing, and that the Data is current as at the date it is provided to the Organisation.

17.2 **Third party data:** The Licensee acknowledges and agrees that some information in the Data may be obtained from or through parties other than the Transport Agency and that accordingly the Transport Agency does not warrant that such information is accurate to the extent that any inaccuracy is due to inaccurate information obtained from or through third parties.

18. Notices

18.1 **Notices:** Every notice under this Agreement will be in writing and delivered by hand or sent by post, courier, or email to:

Address for Notices	
For the Transport Agency	For the Licensee
Galina Mitchelhill Senior Manager Research and Analytics	Kevin Reynolds Senior Intelligence Advisor
NZ Transport Agency 50 Victoria Street Wellington 6011	ACC Customer Insights and Experience Justice Centre - Level 14
Private Bag 6996 Wellington 6141	PO Box 242 Wellington 6011
Email: 9(2)(a)	Email: 9(2)(a)

18.2 **Authority:** Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

18.3 **Receipt:** A notice will be considered to be received:

18.3.1 If delivered by hand, on the date it is delivered;

18.3.2 If sent by post, on the third Business Day after it has been sent;

18.3.3 If sent by courier, on the date it is delivered; or

18.3.4 If sent by email, at the time the email enters into the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.

19. General

- 19.1 **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by the parties.
- 19.2 **Assignment:** No party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. For the purposes of this clause, a change of control of a party will be deemed an assignment by that party.
- 19.3 **Entire agreement:** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements, arrangements, understandings and representations (whether oral or written) given by or made between the parties relating to the matters dealt with in this Agreement.
- 19.4 **Further assurances:** Each party will, at its own expense, promptly sign and deliver any documents, and do all things, which are reasonably required to give full effect to the provisions of this Agreement.
- 19.5 **No agency:** This Agreement does not create any relationship between the parties of principal and agent, partnership, joint venture, or employer and employee. Neither party will have authority to act for or incur any obligation on behalf of another party, except as expressly provided for in this Agreement.
- 19.6 **Privity:** A person who is not a party will not have any rights under or in connection with this Agreement by virtue of the Contracts (Privity) Act 1982.
- 19.7 **Waiver:** No waiver of a right or remedy under this Agreement or at Law (a “right”) will be effective unless the waiver is in writing and signed by that party. No delay or omission by a party to exercise any right will constitute a waiver of that right. Any waiver of a right will not constitute a waiver of any subsequent or continuing right. No single or partial exercise of a right will restrict the further exercise of that or any other right.
- 19.8 **Governing Law and jurisdiction:** This Agreement is governed by New Zealand Law. The parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts in any proceedings relating to it.
- 19.9 **Counterparts:** This Agreement may be executed in any number of counterparts (including facsimile or scanned PDF counterpart), each of which will be deemed an original, but all of which together will constitute the same instrument. No counterpart will be effective until each party has executed at least one counterpart.

[executed on cover page]

SCHEDULE: DATA

Description of Data	Date/ schedule for provision of Data	Format	Delivery Mechanism	Attribution	Confidential	Personal	Legislative basis on which Data is provided	Purpose
Unit record data extracted from the Crash Analysis System (CAS)	<p>Data to be provided within ten business days of acceptance of, or extension of, the agreement.</p> <p>Updates to be provided during the agreement:</p> <ul style="list-style-type: none"> Annually upon request from ACC should corrections be required if errors found in the data supplied 	Delimited text	Tempobox	Yes	Yes	Yes	Privacy Act	Statistical analysis and the production of summary tables for the Ministry of Transport showing the cost of related ACC claims, and performing research in respect of injury prevention

Fields to be shared in unit record CAS data

The data being provided is specified in the CAS field and CAS table columns from the current CAS as per the list below.

Schedule 1

Form of Data

The following is to be supplied to the Organisation

- A Crash Contributory Factors (one record per crash)
- Crash year
 - Crash ID – Unique crash identifier
 - Road Safety Factor Group names (transposed)
- B Crash Location (one record per crash)
- Crash year
 - Crash ID – Unique crash identifier
 - Crash severity – F = Fatal, S = Serious, M = Minor, N = Non-injury
 - Crash date
 - Crash time
 - Crash movement group – Road Safety report movement group name
 - Territorial authority name

Master Licensing Agreement

Urban / open road

Crash road

Occurred at intersection - Yes / No

Name of side road

Distance from side road - metres

Direction from side road

Name of side road feature

Distance from road feature - metres

Road feature description

Suburb name

City name

On state highway - Yes / No

RNM road segment type name

RNM road centreline segment ID

C Person (one record per crash person)

Crash year

Crash ID - Unique crash identifier

Person ID - Unique person identifier

Vehicle ID - Unique vehicle identifier

Forename

Master Licensing Agreement

Surname

Date of birth

Age on date of crash

Gender

Injury Severity

Road user type

Vehicle type

Restraint used

Driver licence status

Driver contribution

Vehicle year of manufacture

Vehicle cc rating

Vehicle plate

Vehicle make

Vehicle model

Safety device used (transposed)

RELEASED UNDER THE
OFFICIAL INFORMATION ACT