

LOW VOLUME VEHICLE TECHNICAL ASSOCIATION Inc**NZ TRANSPORT AGENCY**
WAKA KOTAHI

Low Volume Vehicle Certification System Operating Agreement

Issue # 4, 1 July 2012

Agreement between the New Zealand Transport Agency and the Low Volume Vehicle Technical Association Incorporated, in the Application of the LVV Certification Technical and Operational Requirements under the Low Volume Vehicle Code.

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AGREEMENT dated 21 June 2012**PARTIES**

- A **New Zealand Transport Agency** (the Agency) which is a crown entity, established by the Land Transport Management Act 2003, and tasked with managing New Zealand's land transport systems and certification processes.
- B **Low Volume Vehicle Technical Association Incorporated** (LVVTA), which is an incorporated society formed for the purpose of enabling New Zealanders to safely modify and build one-off or small production run motor vehicles, and developing, in consultation with the Agency, a Low Volume Vehicle Code for incorporation in the Land Transport Rule: Vehicle Standards Compliance 2002 (the Rule), and all applicable individual Land Transport Rules.

INTRODUCTION

This agreement recognises the very special and unique relationship that exists between LVVTA and NZTA, as a result of the two organisations having worked successfully together since 1990 to bring the Low Volume Vehicle Code (the Code) into New Zealand's land transport compliance frame-work.

DEFINITIONS

In this Agreement:

<u>Agreement</u>	means this Operating Agreement.
<u>Certification</u>	means the process specified by the Code, by which the design of a low volume vehicle is determined to comply with applicable safety requirements, and, in recognition of which, a plate is affixed.
<u>Certification Plate fee</u>	means the total fee paid by the Certifier to LVVTA for a certification plate, which comprises the Agency crown regulatory fee, and the LVVTA royalty.
<u>Certifier</u>	means an inspector or inspecting organisation that is appointed by the Agency under a Deed of Appointment to carry out low volume certification under the Code, in accordance with the technical and operational requirements specified within the LVV Certifier's Manual.
<u>Code</u>	means the Low Volume Vehicle Code of LVVTA, incorporated by reference into the Land Transport Rule: Vehicle Standards Compliance 2002, and all applicable individual Land Transport Rules.

<u>Crown regulatory fee</u>	means a payment made to the Agency, as prescribed under the Land Transport (Certification and Other Fees) Regulations 1999, through the LVVTA, by a Certifier at the time of each certification.
<u>LVV Certifiers' Manual</u>	means LVVTA's LVV certification manual incorporated by reference under the Code, which contains the legal, technical, and operational requirements, inspection forms and form-sets, information sheets, newsletters, and supplementary information, upon which the LVV certification system operates.
<u>Operating Requirements Schedule</u>	means the Operating Requirements Schedule of the LVVTA, specified by the Code, and included as part of the LVV Certifiers' Manual.
<u>Plate</u>	means the low volume vehicle certification plate affixed to a low volume vehicle upon completion of the LVV certification process, as required by the Code.
<u>Standards</u>	means the low volume vehicle technical standards specified by the Code.

IT IS AGREED

1 Successors and assignees

1.1 In this Agreement, unless the context otherwise requires:

- a. reference to any party includes that party's successors and permitted assignees; and
- b. the singular includes the plural and vice versa.

2 Individual party responsibilities

2.1 LVVTA is responsible for:

- a. establishing Low Volume Vehicle Standards (the Standards) necessary for the safe modification, construction, and certification of low volume vehicles; and
- b. establishing operational and procedural requirements (the Operating Requirements Schedule) necessary for the efficient operation of the low volume vehicle certification system; and
- c. communicating these requirements to the Low Volume Vehicle Certifiers (the Certifiers) authorised by the Agency, the motoring public, and participating organisations; and

- d. providing to the Agency specialised technical and operational advice and support, in order to assist the Agency in fulfilling its responsibilities relating to the application of the Code; and
- e. issuing a low volume vehicle certification plate (the plate) for each certified vehicle.

2.2 NZTA is responsible for:

- a. appointing Certifiers to issue low volume vehicle certification (certification) to vehicles in accordance with the Code; and
- b. assessing the performance of the Certifiers in carrying out their tasks under the Code, and ensuring that they remain 'fit and proper' as required by the Rule; and
- c. applying any necessary disciplinary action, suspension, or revocation to the Certifiers as may be required; and
- d. providing any reasonable support necessary to enable LVVTA to fulfill its responsibilities under this Agreement.

3 Joint responsibilities

3.1 In order to ensure that the objectives of this Agreement are met, LVVTA and the Agency will each appoint LVV representatives, as liaison personnel, that comprise:

- a. in the case of LVVTA:
 - i. two technical team members to liaise with the Agency on technical matters; and
 - ii. the Chief Executive Officer to liaise with the Agency on policy, operational, and relationship matters;and
- b. in the case of the Agency:
 - i. an experienced technical staff member to liaise with LVVTA on technical matters; and
 - ii. a Manager to liaise with LVVTA on policy, operational, and relationship matters;and
- c. appropriate persons to form one or more specialised working groups, on either an as-needed, or an ongoing basis, to work together on technical and operational matters.

3.2 LVVTA and the Agency will work together in a spirit of mutual co-operation and willingness, in:

- a. the application, and continuous improvement, of the Code, the Standards, and the LVV Operating Requirements Schedule; and
 - b. improving the efficiency and effectiveness of the low volume vehicle certification process to the benefit of the motoring public, the vehicle modification industry, and participating organisations; and
 - c. jointly processing any LVV-related complaint or investigation, utilising the combination of the Agency's regulatory powers and LVVTA's technical and operational expertise in LVV matters, so as to achieve the best possible outcomes; and
 - d. ensuring alignment between the LVVTA and the Agency's principle LVV-related goals and objectives of achieving safe vehicle outcomes, and protecting the integrity of the Code.
- 3.3 Each LVVTA and Agency representative who is assigned to become involved in any technical or operational activities specified in the Code, or is involved in relationship management between LVVTA and the Agency, will:
- a. have the confidence of both parties to work together constructively and positively toward a common goal of vehicle safety and LVV certification system improvement; and
 - b. understand the Agency's legislative framework, and appreciate the complexity and diversity of the low volume vehicle certification system; and
 - c. recognise the need for a level of technical compromise in LVV operations so as to enable the use of cost-effective modification and construction solutions which meet the requirements of the Code; and
 - d. have the necessary autonomy to be able to make decisions on a day to day basis on behalf of LVVTA and the Agency; and
 - e. act responsibly and respectfully in all dealings with, and in relation to, the other party, and recognise the importance of maintaining the good working relationship between LVVTA and the Agency.
- 3.4 LVVTA and the Agency will support each other in order to provide the services in relation to this Agreement:
- a. without imposing unreasonable and unnecessary costs to Certifiers, the motoring public, and participating organisations; and
 - b. in such a way as to enable LVVTA to cover its operating and development costs.
- 3.5 LVVTA and the Agency will work together to ensure that, wherever possible, all aspects of the Code continue to be incorporated by reference within the appropriate vehicle standards legislation.

- 3.6 LVVTA and the Agency will respect the confidentiality of information made available to each party by the other, during the course of the relationship.
- 3.7 In relation to fees, LVVTA and the Agency will:
- a. follow the agreed crown regulatory fee payment and plate production service payment responsibilities, as set out in Appendix A of this Agreement; and
 - b. in order to streamline the crown regulatory fee payment and plate production service payment responsibilities system for the future, work toward the establishment of a new stand-alone crown regulatory fee for LVV certification that does not incorporate the funding of the LVV certification plate production operations.

4 Ownership, copyright, and intellectual property

- 4.1 LVVTA acknowledges that the Agency is, and remains, the exclusive owner of:
- a. the electronic LVV certification records; and
 - b. the hard copy form-sets and associated documents submitted by the Certifiers that comprise the record of determination; and
 - c. the Landata system.
- 4.2 LVVTA agrees that the items owned by the Agency specified in paragraph 4.1 must be returned to the Agency if for any reason LVVTA is no longer involved in the LVV certification plate production service.
- 4.3 The Agency acknowledges that LVVTA is, and remains, the exclusive owner of all copyright, ownership, and intellectual property rights, in relation to the Code, Standards, LVV Certifiers' Manual, associated documents and information, and prescribed plating and any other systems under the Code.
- 4.4 The Agency agrees it will not itself or through any holding, subsidiary or associated company, agent or third party, modify, vary, copy, sell or otherwise deal with or use the Code, Standards, LVV Certifiers' Manual, and associated documents and information in any manner that has not been agreed by both parties to this agreement, unless such dealing or use is required by law.
- 4.5 LVVTA and the Agency agree that they will not, during or at any time after the termination of this Agreement, in any way question or dispute the ownership by the other party of the other party's ownership or intellectual property rights of the property specified in 4.1 to 4.4.

5 Status of relationship

- 5.1 Nothing in this Agreement shall constitute a partnership between LVVTA and the Agency, constitute LVVTA and the Agency as joint ventures, or constitute either LVVTA or the Agency as the agent of the other.

6 Term of Agreement

- 6.1 This Agreement shall remain in effect until such time as the Code ceases to be incorporated by reference in *Land Transport Rule: Vehicle Standards Compliance 2002* or any succeeding Rule, and all applicable individual Land Transport Rules or any succeeding Rules.


7 Disputes

- 7.1 If any dispute arises between LVVTA and the Agency under this Agreement, the parties will use their best endeavours to resolve the dispute by negotiation as promptly as possible.
- 7.2 If the dispute cannot be resolved by negotiation between LVVTA and the Agency, details of the dispute, together with submissions from both parties, must be referred to an arbitration or adjudication panel, comprising independent persons acceptable to both parties, with the arbitration or adjudication process to be conducted in accordance with established arbitration or adjudication operating principles.

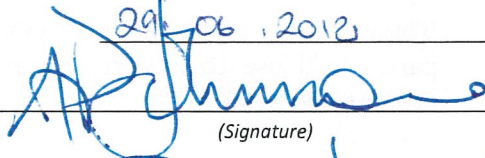
8 Audit and review arrangements

- 8.1 It is agreed that the Agency will carry out a quarterly audit of LVVTA's service delivery functions, in order to:
- a. ensure that the plating processes, complaints processes, and other various service delivery functions of LVVTA are being conducted in accordance with the applicable requirements specified by the Operating Requirements Schedule; and
 - b. ensure that the LVV certification system is operating to both party's satisfaction; and
 - c. provide an opportunity for discussions with LVVTA on ways to enhance operations under the Code.
- 8.2 It is agreed that the Agency and LVVTA will carry out an annual review between the Manager Operations Support and the Chief Executive Officer of LVVTA, to:
- a. ensure the continued alignment of the strategic goals of both organisations; and
 - b. ensure that the good working relationship between the two organisations is being maintained; and
 - c. review the fee structure.

**Signed by and on behalf of the
New Zealand Transport Agency:**


(Signature)
Name: JIM McDONALD
Designation: MANAGER OPERATIONS SUPPORT,
In the presence of: TONY MITCHELL
Occupation: MANAGER TECHNICAL SUPPORT.
Date: 29/06/2012

**Signed by and on behalf of the
Low Volume Vehicle Technical
Association (Incorporated):**


(Signature)
Name: Tony Johansson
Designation: CHIEF EXECUTIVE OFFICER
In the presence of: _____
Occupation: _____
Date: _____

**Appendix A – Crown Regulatory Fee & Plate Production Service Payment
Responsibilities**

AP-1 LVVTA will:

- i. provide to NZTA, within five working days after the end of each month, a report which provides the total number of LVV certifications, and the number of LVV certifications per LVV certifier, carried out for that month; and
- ii. provide to NZTA, within five working days after the end of each month, an invoice for \$27-50 (plus GST) for each LVV certification plate issued during that month, being the cost of the LVV certification plate production services, for which payment will be made by NZTA by the end of the following month; and
- iii. for each LVV certification plate issued, by the 20th day of the following month and upon receipt of an invoice from the NZTA, pay to the NZTA for each LVV certification plate issued during that month the amount of \$34.44 (plus GST) being the crown regulatory fee for LVV Certification.

