



AGREEMENT FOR ACCESS TO THE CRASH ANALYSIS SYSTEM AND USE OF INFORMATION

Between: NEW ZEALAND TRANSPORT AGENCY

And:

[Insert name of organisation/individual]

Agreement executed on: __ / __ /

[NZTA to insert the date on which both parties have signed the agreement]

Agreement to expire on: __ / __ /

[NZTA to insert date on which this agreement will expire]

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1. PARTIES

1.1 The parties to this agreement are:

NZ Transport Agency

Victoria Arcade
50 Victoria Street
Private Bag 6995
Wellington 6141
New Zealand

Contact: cas.administrator@nzta.govt.nz

And

[Insert name of organisation/individual]

Contact telephone number:

[Individual/organisation to insert]

Contact email address:

[Individual/organisation to insert]

2. BACKGROUND

2.1 The NZTA maintains the Crash Analysis System (CAS), a system which holds **information** about, and allows analysis of, motor vehicle crashes in New Zealand. The purposes for which the **information** is collected by NZTA and held in CAS are:

- (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 (NZTA staff and approved contractors only)

2.2 The **customer** wishes to obtain a licence to access CAS in order to **use** the **information**. The **NZTA**, by this **agreement**, grants the **customer** a licence to access **CAS** and **use** the information on the terms and conditions contained in this **agreement**.

3. INTERPRETATION

3.1 In this **agreement**, parts of speech and grammatical forms of words defined have corresponding meanings and, unless the context otherwise requires:

agency has the same meaning as in section 2 of the Privacy Act 1993;

agreement means this agreement including the schedules;

CAS means the Crash Analysis System maintained by the **NZTA**;

customer means the legal entity specified in clause 1 of this **agreement** that is not the **NZTA**;

information means all information collected by the **NZTA** and held in **CAS**;

LGOIMA means the Local Government Official Information and Meetings Act 1987

NZTA means the New Zealand Transport Agency established as a Crown entity by section 93 of the Land Transport Management Act 2003;

OIA means the Official Information Act 1982

parties means the parties to this **agreement** as specified in clause 1 of this **agreement**;

personal information has the same meaning as in section 2 of the Privacy Act 1993; and

use includes, in relation to **CAS**, the holding, use and disclosure of **information** by the **customer**.

4. LICENCE TO ACCESS CAS AND USE THE INFORMATION

4.1 In order to help achieve the purposes for which **information** is collected by the **NZTA** described in clause 2.1, the **NZTA** grants the **customer** a non-exclusive, non-assignable, revocable licence to access **CAS** and use the **information** strictly in accordance with the terms and conditions of this **agreement**.

4.2 The type of access to **CAS** that is granted to the **customer** is as described in Schedule 1.

4.3 The **customer** agrees that it is granted access to **CAS** and **use** of the **information** on the condition that any **personal information** obtained from **CAS** will be kept confidential and will only:

- (a) be used in a form in which the individual concerned 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.

4.4 The **customer** agrees that it will only **use** the **information** from **CAS** for one of the purposes specified in clause 2.1, and in accordance with clause 4.3. If the **customer** wishes to **use** the **information** for a different purpose, or to use the information other than as set out in clause 4.3, the **customer** may request the information from the **NZTA**, and the **NZTA** will consider the request.

4.5 Without limiting any other provision of this **agreement**, the **customer** acknowledges that any other **use** or misuse of the **information** by the **customer** is a breach of this **agreement** and may, in accordance with clause 5, result in the immediate suspension of this **agreement** by **NZTA** without notice, and subsequent termination of this **agreement**.

5. RESPONSIBILITIES OF THE CUSTOMER IN RESPECT OF THE INFORMATION

5.1 The **customer** must ensure that any **information** that it **accesses** and uses is protected by such safeguards as it is reasonable in the circumstances to take against loss, unauthorised access, use, modification, or disclosure, and other misuse of any **information**.

5.2 In particular, the **customer** must do everything reasonably within its power to prevent any access, **use** or disclosure of the information other than that which is expressly provided for in this **agreement**.

5.3 The **customer** must not, in any circumstances, make contact with any person identified in **CAS**.

5.4 The **customer** must allow, and provide reasonable assistance in connection with, any audit of **CAS** access and **use** conducted by the **NZTA**.

6. TERM, VARIATION, SUSPENSION AND TERMINATION

6.1 This **agreement** commences on the date it has been executed by both parties, and expires on the date specified on the cover page of this **agreement**. This **agreement** can be renewed from time to time by further agreement of the **parties** in writing.

6.2 The **customer** may not access **CAS** or **use** any **information**, and the **NZTA** will not disclose any **information**, unless and until this **agreement** has been executed. However, if at the date of execution of this **agreement**, the **customer** does hold **information**, that **information** may be **used** only in accordance with this **agreement**.

6.3 The **NZTA** may vary or terminate this **agreement**, on 30 days' notice to the **customer**.

6.4 The **customer** may terminate this agreement on 30 days' notice to the **NZTA**.

6.5 Notwithstanding anything to the contrary in this **agreement**, the **NZTA** may suspend, either wholly or in part, the **customer's** access to **CAS** and **use** of the **information**, without notice and with immediate effect, if the **NZTA** considers on reasonable grounds that the **customer** has breached any part of this **agreement** or the **customer**

does something or fails to do something that may result in damage to the **NZTA's** reputation or business or the reputation or business of the Crown. Any such suspension of access and **use** will remain in force until the **NZTA**, in its sole discretion, determines to reinstate the access and **use** or to terminate the **agreement**.

7. NZ LAW INCLUDING THE PRIVACY ACT 1993, OIA, and LGOIMA

- 7.1 This **agreement** is governed by New Zealand law. The **parties** submit to the exclusive jurisdiction of the New Zealand courts in respect of all matters relating to this **agreement**.
- 7.2 The parties agree that any collection, storage, access, **use**, and disclosure of **personal information** must be in accordance with the provisions of the Privacy Act 1993 including the Information Privacy Principles in section 6 of that Act, and will comply with their obligations under that Act.
- 7.3 Where the customer receives a request for **information** (and such **information** is not publicly available), from a third party, the customer will take all reasonable steps to first consult with **NZTA** before responding to the request, and if reasonably recommended by **NZTA**, will transfer that request to **NZTA** in accordance with section 14 of the Official Information Act 1982 or section 12 of the Local Government Official Information and Meetings Act 1987.

8. ACCURACY OF INFORMATION

- 8.1 The **parties** acknowledge that the **information** is sourced from a number of **agencies**. While the **NZTA** endeavours as far as is practicable to ensure the accuracy of the **information**, it provides no warranty as to the accuracy of the **information**, and is not liable to the **customer** or any third party in relation to reliance on, or the accuracy of, the **information**.

9. RESPONSIBILITIES OF THE NZTA

- 9.1 The **NZTA** will make all reasonable endeavours to provide a secure and reliable system allowing the **customer** to access **CAS** at all times other than at such time being set aside for **CAS** maintenance.
- 9.2 **CAS** will generally be available to the **customer** unless there is a planned outage, a scheduled backup process, a maintenance window, or an unforeseen interruption.

10. INDEMNITY AND LIMITATION OF LIABILITY

- 10.1 The **customer** indemnifies the **NZTA** against, and is liable to the **NZTA** for, all costs, losses, or damages incurred by the **NZTA** that may result directly or indirectly from any breach of this **agreement** by the **customer**, or any **use** or misuse of **CAS**, to the extent that the **NZTA** has not caused or contributed to such costs, losses or damages.
- 10.2 Subject to clause 11.1, the **NZTA** will not be liable under or in connection with this **agreement**, including but not limited to the **use**, misuse, operation, or failure of

operation of **CAS**, whether in tort, contract or any other basis, for any direct, indirect or consequential loss suffered or incurred by the **customer** or any third party.

11. ASSIGNMENT

- 11.1 The **NZTA** may assign its rights and responsibilities under this **agreement** on 30 days' notice to the **customer**.
- 11.2 The **customer** will not in any way assign, transfer, charge or otherwise deal with any of its rights or obligations under this **agreement** without the prior written consent of the **NZTA**. Any such consent will be given at the sole discretion of the **NZTA** but will not be withheld arbitrarily. For the avoidance of doubt, any change in the controlling shareholding, or other actual control, of the **customer** is, for the purposes of this **agreement**, an assignment.

12. GENERAL

- 12.1 This **agreement**, including any variation, records everything agreed between the **parties** in relation to access to **CAS** and the **use of information**. It replaces any previous communications, negotiations, arrangements or agreements that the **parties** had with each other relating to access to **CAS** and the **use of information** before this **agreement** was executed, whether they were verbal or in writing.
- 12.2 Nothing in this **agreement** constitutes a legal relationship between the **parties** of partnership, joint venture, agency, or employment.
- 12.3 Neither **party** has authority to bind or represent the other **party** in any way or for any purpose.
- 12.4 All notices to a party must be sent by email to that Party's address stated in clause 1.1. Notices must be sent by the appropriate manager or person having authority to do so. It will be considered received at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered as an error.

13. EXECUTION OF AGREEMENT

13.1 This **agreement** is executed by being signed below first by a person authorised to execute the **agreement** on behalf of the **customer**, and then by being signed below by a person authorised to execute the **agreement** on behalf of the **NZTA**. For the avoidance of doubt, this **agreement** is not executed, and does not come into effect, until the date it is signed by the person authorised to execute the **agreement** on behalf of the **NZTA**.

Signed for on behalf of the **customer**:

Signature

Full name

Position

Date

Signed for on behalf of the **NZTA**:

Signature

Full name

Position

Date

SCHEDULE 1

TYPE OF ACCESS TO CAS

Level 1 –	Users can see reports and the data: Cannot see private information, narratives or the crash diagram.
Level 2 –	Users can see the data, a description of what happened and the crash diagram, including the legacy diagram page. Equivalent to previous level 1 users.
Level 3 –	Users can see the data, all narratives, the crash diagram and all pages of the redacted legacy TCRs. Equivalent to previous level 2 users.
Level 4 –	Users can see all the data (including private information), un-redacted legacy TCRs. Equivalent to previous level 3 users.
Level 5 –	Can see everything a level 4 can, and can also manage some administrative functions e.g. add/amend data.