

NATIONAL  
TELEMATICS  
FRAMEWORK

# TELEMATICS BUSINESS RULES

The common rules that give effect to the digital business platform

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## TELEMATICS BUSINESS RULES

### NATIONAL TELEMATICS FRAMEWORK

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# NATIONAL TELEMATICS FRAMEWORK

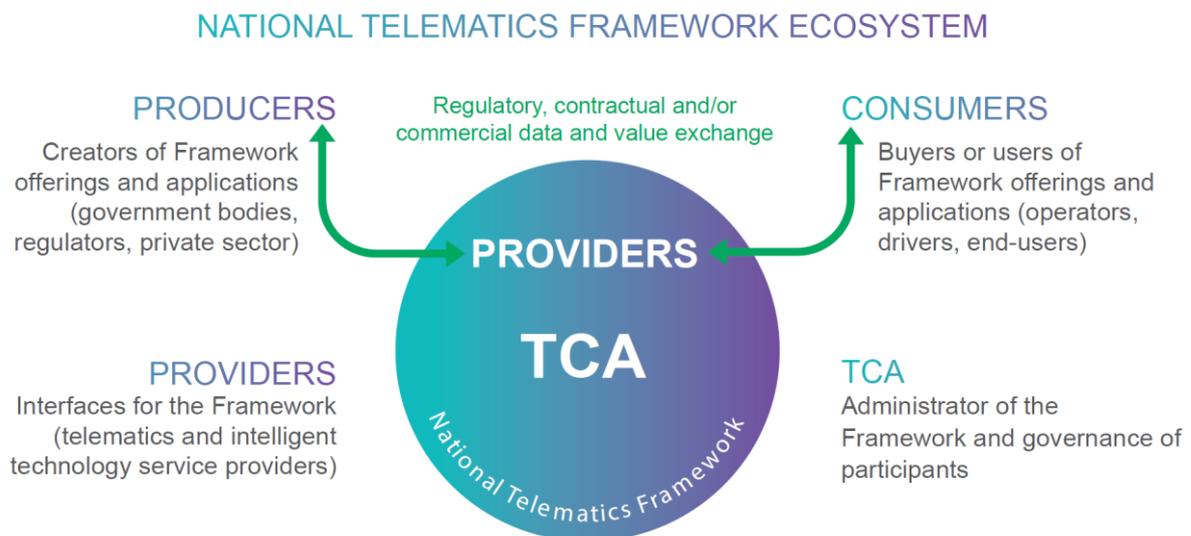
The National Telematics Framework is a digital business platform consisting of infrastructure and rules that support an open marketplace of telematics and related intelligent technology providers.

The National Telematics Framework:

- Provides a national platform for the use of telematics and related intelligent technologies
- Supports different applications across regulatory, contractual and commercial needs
- Supports different levels of assurance
- Is outcome focussed and encourages innovation.

*The adoption of the National Telematics Framework for the delivery of offerings and applications both for public policy and private decision making is a world first. It has positioned Australia as the leader in the delivery of such services through the advent of the digital economy.*

The National Telematics Framework was established following a series of decisions made by responsible Ministers between 2003 and 2008, and was globally recognised as an International Standard (ISO 15638) in 2012.



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## 1 INTRODUCTION

### 1.1 PURPOSE

This document contains the set of common business rules of the National Telematics Framework that address platform policy, operations, and commercial dimensions. These business rules effectively define the principles and building blocks that underpin the National Telematics Framework.

The National Telematics Framework business rules are common to all applications and represent the foundations which give effect to the platform. Additionally, these common business rules are linked to and impacted by the varying levels of assurance of any one specific application (see the *National Telematics Framework Levels of Assurance* document).

There are other sets of rules derived from and for specific applications. These other rules represent the policy setting that distinguish one application from another and are usually set by the producer of an application in consultation with providers, consumers and TCA. TCA's input is to ensure platform applicability and importantly advice pertaining to other applications that may be similar, albeit for other producers dealing with other policy issues.

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## 2 TELEMATICS BUSINESS RULES

### 2.1 PRINCIPLES

The telematics business rules provide the common foundation that permit the National Telematics Framework to be a digital business platform. In summary, the reasons for common business rules are as follows:

- They allow varying applications to benefit from the commonality that is available through co-existence.  
Co-existence is not co-location – to simply locate one application on a device or system or to have the same provider is not sufficient; to co-exist means to share, not just technical aspects but to share National Telematics Framework policy, operational, and commercial dimensions that underpin it as a digital business platform
- They recognise that all applications have elements that are in-common not requiring separate (offerings or application specific) articulation and oversight, representing a marginal cost in both implementation and ongoing administration
- They recognise that an open-market technology sector necessitates business rules that actively remove barriers to entry and exit

It is acknowledged that the National Telematics Framework has a technology dimension. This is addressed in accompanying National Telematics Framework documents.

### 2.2 STRUCTURE OF THIS DOCUMENT

The Telematics Business Rules are articulated in the following sections. The rules are grouped under three broad National Telematics Framework dimensions, as follows:

- Policy (Section 3.1)
- Operational (Section 3.2)
- Commercial (Section 3.3)

Included for each of the rules are:

- The name and associated rule statement
- The detailed rule requirement(s)
- The applicability of the rule – which articulates if the rule can be impacted by the specifics of an application and/or associated level of assurance.

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## 3 NATIONAL TELEMATICS FRAMEWORK COMMON BUSINESS RULES

### 3.1 POLICY DIMENSION

#### **RULE 1: PROVIDER APPROVAL OBLIGATIONS**

Providers shall ensure that they meet, and continue to meet, all the requirements of their TCA approval including:

- Type-Approval (for products)
- Certification (for services).

#### **REQUIREMENTS**

##### **Type-Approval (for Products)**

- a) The provider shall ensure that the Type-Approved Product and any Conforming Product:
  - (i) meets, and continues to meet, all the requirements of Type-Approval
  - (ii) complies with all Laws; and
  - (iii) is manufactured and supplied so it is of merchantable quality and fit for its intended purpose.
- b) To the extent that TCA determines (acting reasonably) that the Type-Approved Product no longer meets the requirements set out for Type-Approval, TCA may notify the public (including consumers) via its internet site or by any other means of the situation and require the provider to:
  - (i) cease providing Products;
  - (ii) cease using the Trademarks in any Publicity relating to the Type-Approval;
  - (iii) cease holding out that the Product is Type-Approved.
- c) The provider shall identify the capacity to deliver Type-Approved Products to cater for the nominated application demand.
- d) The provider shall cooperate and engage with TCA and producers in making minor changes to accommodate both enhancements and external changes to the National Telematics Framework and specific applications.
- e) The provider's Type-Approval shall not be transferable, ensuring no tradable property rights (see also provider Change of Control Rule).
- f) The provider shall comply with requests for information from TCA (acting reasonably).
- g) The Provider Agreement will be for an initial term of three (3) years from the Commencement Date unless this Agreement is terminated by either party. Not earlier than six (6) months, and not later than three (3) months, prior to the expiry of the initial term, or any subsequent term, the parties may, by mutual agreement, further extend the Term for up to three (3) years. TCA's agreement to any extension may be subject to the provider satisfying any obligatory requirements determined by TCA.

### **Certification (for Services)**

- a) The provider shall ensure that the Certified Service and any Conforming Service:
  - (i) meets, and continues to meet, all the requirements of Certified Services
  - (ii) complies with all Laws; and
  - (iii) is supplied so it is of merchantable quality and fit for its intended purpose.
- b) To the extent that TCA determines (acting reasonably) that the Certified Service no longer meets the requirements set out for Certification, TCA may notify the public (including consumers) via its internet site or by any other means of the situation and require the provider to:
  - (i) cease providing the Service;
  - (ii) cease using the Trademarks in any Publicity relating to the Certified Service;
- c) Cease holding out that the Service is a Certified Service
- d) The provider shall identify its capacity to deliver the Certified Service to cater for the nominated application demand.
- e) The provider shall cooperate and engage with TCA and producers in making minor changes to accommodate both enhancements and external changes to the National Telematics Framework and specific applications.
- f) The provider's Certified Service shall not be transferable, ensuring no tradable property rights (see also Provider Change of Control Rule).
- g) The provider shall comply with requests for information from TCA (acting reasonably).
- h) The provider Agreement will be for an initial term of three (3) years from the Commencement Date unless this Agreement is terminated by either party.
- i) Not earlier than six (6) months, and not later than three (3) months, prior to the expiry of the initial term, or any subsequent term, the parties may, by mutual agreement, further extend the Term for up to three (3) years.
- j) TCA's agreement to any extension may be subject to the provider satisfying any obligatory requirements determined by TCA.

### **APPLICABILITY**

Approval type is subject to the level of assurance sought by producers.

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**RULE 2: PROVIDER ENTRY, SUSPENSION AND EXIT FROM PRODUCT AND SERVICE PROVISION**

A provider shall ensure that their provision of a Product or Service is managed to minimise disruption to consumers.

**REQUIREMENTS**

- a) A provider may seek approval to provide an application within the National Telematics Framework at any time.
- b) A provider may exit an application of the National Telematics Framework by providing sixty (60) Business Days' notice in writing to TCA. During this period TCA and the Provider, acting in good faith, will endeavour to minimise the impact on consumers and seek to transfer them to another provider.
- c) TCA may impose (acting reasonably) Special Conditions on a provider subject to the provider's ability to continue to deliver the Type-Approved Product and/or Certified Service.
- d) A suspension of a Provider from accepting new consumers for a period of time may be a Special Condition.

**APPLICABILITY**

Dependant on the application.

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## **RULE 3: PROVIDER USE OF SUB-CONTRACTORS**

Providers may utilise sub-contractors to deliver Products and/or Services.

### **REQUIREMENTS**

- a) Providers remain responsible to TCA for all acts and omissions of their permitted sub-contractors.
- b) The provider must not engage any sub-contractor in relation to any aspect of the provision of the Type-Approved Products and/or Certified Services or any other of its obligations unless the prior written approval of TCA has been obtained.
- c) When requesting such approval, the provider must inform TCA of:
  - (i) the scope of the proposed work to be sub-contracted;
  - (ii) the proposed sub-contractor;
  - (iii) commercial details of the proposed sub-contractor as reasonably requested by TCA; and
  - (iv) the material terms, conditions and details of the proposed sub-contract, excluding all terms and conditions and details relating to the sub-contractor's fees.

### **APPLICABILITY**

Dependant on the application.

## **RULE 4: PROVIDER INSURANCE OBLIGATIONS**

Providers shall ensure they have minimum level insurances in place as a function of Product and/or Service provision.

### **REQUIREMENTS**

#### **Product Insurance**

- a) The provider shall have in place insurance policies approved by TCA. Each insurance policy must be affected with:
  - (i) A general insurer that is authorised by the Australian Prudential Regulatory Authority (APRA) under section 12 of the Insurance Act 1973 (Cth) to carry on insurance business in Australia; or
  - (ii) Lloyd's Underwriters.

#### **Requirements for Product Supply**

- a) Broad form public liability insurance: for not less than \$20 million for any one occurrence – the insurer's liability is to be unlimited in the aggregate, and there is to be no limit on the number of occurrences to which the policy will respond.
- b) Broad form products liability insurance: the insurer's total aggregate liability during any one period of insurance for all claims arising out of the provider's products shall be not less than \$20 million.
- c) Under each of the broad form public liability insurance policy and broad form products liability insurance policy:
  - (i) The provider, its officers, agents and employees are to be named insureds;
  - (ii) TCA, its officers, agents and employees are to be additional named insureds;
  - (iii) the policy shall include a cross liability and waiver of subrogation clause (both in a form acceptable to TCA); and
  - (iv) the policy is to be governed by the laws of an Australian state or territory and subject to the jurisdiction of an Australian court.

#### **Named Insureds, Policy Terms and Renewal**

- a) The provider, its officers, agents and employees shall be named insureds.
- b) Where the provider engages a subcontractor unless the provider shall have ensured that such subcontractor itself carries insurance meeting the requirements herewith the provider must procure that such subcontractor, its officers, agents and employees, are additional named insureds for their respective rights, interests and liabilities under a policy effected by the provider for its own benefit in accordance with this schedule.
- c) TCA shall be an additional named insured.
- d) The policy is to cover liability arising from the use of motor vehicles owned or used by the provider or subcontractors, directly or indirectly engaged in performance of Services.

#### **Workers Compensation Effected with an Approved Insurer**

- a) According to the law of each relevant State or Territory.

## APPLICABILITY

Applicable subject to the level of assurance sought by producers.

## RULE 5: PROVIDER CONFIDENTIAL AND PRIVACY INFORMATION OBLIGATIONS

The provider shall ensure that data collected, records generated and all associated information is only used for its intended purpose, noting that applications with differing privacy obligations may co-exist, necessitating a Privacy-by-Design approach.

## REQUIREMENTS

- a) The provider shall ensure its Personnel and sub-contractors do not disclose to any person (other than the provider's Personnel and sub-contractors engaged in the manufacture or supply of the Type-Approved Product or Certified Services where those Personnel or sub-contractors have agreed to comply with the provider's confidentiality obligations under this Agreement) any Confidential Information.
- b) The provider must not use such Confidential Information for purposes other than in order to perform its obligations pursuant to the applications.
- c) The provider must not sell, provide, transfer or copy any information, including aggregated data and reports, collected under the National Telematics Framework, to any person, or allow any person to view any information, unless it obtains the express written permission of the relevant consumer.
- d) The provider may use or disclose any part of the Confidential Information that has been published in the public domain or is otherwise in the public domain other than by reason of any breach by the provider, its Personnel or sub-contractors of its obligation of confidentiality or any other obligation under this Agreement.
- e) Upon the termination or expiration of this Agreement, the provider acknowledges and agrees that TCA may retain any and all information received from the provider, including confidential information, for its official records.
- f) The provider must comply with all applicable Privacy Laws.

## APPLICABILITY

All applications.

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## **RULE 6: PROVIDER PUBLICITY AND REPRESENTATION OBLIGATIONS**

Providers may publicise and make representation pertaining to their Type-Approved Products and/or Certified Services.

### **REQUIREMENTS**

- a) The provider may represent the fact that their Type-Approved Product and/or Certified Service is Approved but must not use that status to Publicise any other products or services.
  - (i) The content of any Publicity must be approved by TCA.
  - (ii) When engaging in any Publicity, the provider must comply with all Laws, comply with any direction given by TCA (acting reasonably) as regards to the presentation or content of any Publicity, comply with TCA Guidelines as published from time to time, only use the Commercial Name of the Type-Approved Product or Certified Service when Publicising the fact, and not do anything to damage the brand or reputation of other National Telematics Framework Stakeholders.
- b) TCA may request that the provider cease engaging in any Publicity where in the reasonable opinion of TCA, the provider is:
  - (i) engaging in conduct that is misleading and deceptive;
  - (ii) incorrectly expressing information in any Publicity.
- c) Providers must not do anything to bring TCA into disrepute and must protect the reputation and good name of producers and TCA.
- d) The provider agrees that TCA may publicly announce (including without limitation, via its internet site) information regarding the status of the Type-Approval and/or Certification, and (where applicable) the suspension or cancellation of Type-Approval and/or Certification and the reasons (if any) for the suspension or cancellation. TCA may retain a notice of the cancellation of the Type-Approval and/or Certification on its internet site for up to eighteen (18) months from the date of such cancellation.

### **APPLICABILITY**

All applications.

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## **RULE 7: PROVIDER CHANGE MANAGEMENT APPROVAL**

Providers shall ensure any change to the products and/or services are such that their existing approvals for Type-Approval and/or Certification are not affected.

### **REQUIREMENTS**

- a) The provider shall notify TCA in writing of any proposed change(s) to Type-Approved Products and/or Certified Services.
- b) The provider shall notify TCA if a Product and/or Service ceases to operate in accordance with its Type-Approval or Certification.
- c) The provider shall, at TCA's sole and absolute discretion, be subject to Re-Approval where:
  - (i) the provider proposes a change to the provider's Type-Approved Product and/or Certified Service, but such Re-Approval shall only occur in respect of the relevant change or part thereof (to be determined by TCA in its absolute and sole discretion); and
  - (ii) TCA amends the application Specification in a minor way.
- d) The provider may not implement any such change(s) in the provider's System without the prior written approval of TCA (such approval may not be unreasonably withheld).

### **APPLICABILITY**

Dependant on the application.

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## 3.2 OPERATIONAL DIMENSION

<b>RULE 8: PROVIDER CHANGE OF CONTROL APPROVAL</b>
Providers shall be able to change the control of their company or enterprise (be it through acquisition, merger or other means).
<b>REQUIREMENTS</b>
<ul style="list-style-type: none"><li>a) The provider agrees to provide TCA with twenty (20) Business Days' notice of the potential of any Change of Control Event.</li><li>b) Upon receipt of such notice, TCA will consider the potential Change of Control Event and may request the provision of additional information relating to the potential new controller of the provider.</li><li>c) If TCA considers, acting reasonably, that the Change of Control Event will materially adversely affect the provider's ability to provide Products or Services then TCA may Re-certify the provider or terminate the Provider Agreement.</li></ul>
<b>APPLICABILITY</b>
All applications.

<b>RULE 9: PROVIDER SUPPLY OF INFORMATION TO CONSUMERS</b>
Providers shall ensure all necessary information, guidelines and manuals are provided to consumers to operate and use their Product and/or Service.
<b>REQUIREMENTS</b>
<ul style="list-style-type: none"><li>a) The provider shall ensure that fit-for-purpose instructions for the installation, maintenance operation and calibration (as applicable) of Type-Approved Products and Certified Services are provided with every consumer procurement.</li></ul>
<b>APPLICABILITY</b>
All applications.

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## **RULE 10: PROVIDER NON-COMPLIANCE AND RECTIFICATION**

Providers shall identify and rectify any non-compliance with their Product and/or Service.

### **REQUIREMENTS**

- a) The provider shall have systems in place to detect any issue, breach or non-compliance to their Type-Approved Product and/or Certified Service.
- b) The provider shall rectify any issue in relation to their Type-Approved Product and/or Certified service (i.e. breach or non-compliance).
- c) The provider shall provide a report to TCA on the issue, breach or non-compliance and the steps taken to rectify it.
- d) If TCA is not satisfied with the provider's handling of an issue, breach or non-compliance, TCA may (acting reasonably) conduct its own investigation of the issue, breach or non-compliance and the providers will:
  - (i) Cooperate with TCA's investigation;
  - (ii) Implement any recommendations of TCA based on TCA's investigation;
  - (iii) Pay to TCA the reasonable costs of TCA's investigation.

### **APPLICABILITY**

The applicability of this rule is dependent on the level of assurance sought by producers.

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**RULE 11: PROVIDER SHALL BE SUBJECT TO OVERSIGHT AND AUDIT**

Providers shall be subject to oversight and audit based on a risk-based approach to ensure the delivery of their Products and/or Services remains consistent with their Approval.

**REQUIREMENTS**

- a) Providers shall be subject to continual monitoring and periodic audit activities linked to the level of assurance each application.
- b) Audit activities will be undertaken by TCA in a manner which maximises efficiency having regard to a provider's participation in one or more applications that are subject to ongoing oversight.
- c) The provider may also be subject to Non-compliance Audits, Re-certification Audits and Termination Audits as determined by TCA from time to time.

**APPLICABILITY**

Dependent on the level of assurance sought by producers and the nature of the associated application.

**RULE 12: USE OF FIT FOR PURPOSE TELEMATICS AND INTELLIGENT TECHNOLOGY DEVICES**

Providers shall use fit for purpose telematics and intelligent technology devices.

**REQUIREMENTS**

- a) Providers shall ensure, as a minimum, that telematics and intelligent technology devices are fit for purpose and contain the necessary functional capability required to support the application needs of consumers.
- b) Providers shall consider obtaining type-approval of their telematics and intelligent technology devices to enable upward compatibility for their consumers to enrol in multiple applications on the National Telematics Framework.

**APPLICABILITY**

All applications.

## **RULE 13: PROVISION OF NON-NATIONAL TELEMATICS FRAMEWORK SERVICES**

The provider may provide non-National Telematics Framework Services to a Customer in conjunction with applications under the National Telematics Framework where there are shared/common elements.

### **REQUIREMENTS**

- a) All non-National Telematics Framework Services provided are to be provided on terms to be agreed between the provider and a consumer.
- b) If the provider offers any non-National Telematics Framework Services to a Customer, the provider must inform the Customer in writing that the Services are not:
  - (i) Provided in connection with any National Telematics Framework application;
  - (ii) Provided in accordance with the terms of any Agreement with TCA;
  - (iii) Provided in accordance with or underpinned by specific legislative arrangements;
  - (iv) Supported with specified evidentiary recognition under any Law; and
  - (v) Underpinned by specific legislative protection that governs the collection use, storage, disclosure and disposal of information that is obtained by the provider. Provider must not provide any non-National Telematics Framework Services to a Customer where those non-National Telematics Framework Services will adversely affect, in any way, the functionality of a National Telematics Framework application.
- c) The provider must not provide any non-National Telematics Framework Services to a consumer where those Services will adversely affect, in any way, the functionality of a National Telematics Framework application.
- d) If TCA, acting reasonably, considers that any Service may adversely affect, in any way, the functionality of the National Telematics Framework, TCA may notify the provider and request that the provider provide reasons as to why the provider does not consider that the Services will adversely affect, in any way, the functionality of the National Telematics Framework. The provider must comply with any request made by TCA.
- e) If the provider provides TCA with reasons, and TCA, acting reasonably and after giving due consideration to the reasons provided by the provider, considers that the non-National Telematics Framework Services will adversely affect, in any way, the functionality of the National Telematics Framework, TCA may require that the provider refrain from providing, or alter or modify the provision of, such Services.

### **APPLICABILITY**

All applications.

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## **RULE 14: PROVIDER CAPABILITY**

Providers shall ensure their Personnel are fully trained to deliver their Products and/or Services.

### **REQUIREMENTS**

- a) The provider must ensure that the Personnel and the sub-contractors it assigns to perform the Services:
  - (i) are properly trained;
  - (ii) are appropriately qualified; and
  - (iii) have the necessary skills and knowledge to undertake the Services they are to perform.
- b) The provider must ensure that criminal record checks are undertaken on Personnel and sub-contractors and where such checks indicate a current criminal record, that person will not be assigned to perform the Services (subject to the application).
- c) The provider must provide a list of all Personnel and sub-contractors assigned to perform the Services to TCA if requested.

### **APPLICABILITY**

The applicability of this rule is dependent on the level of assurance sought by producers.

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## **RULE 15: USE OF FIT FOR PURPOSE IT INFRASTRUCTURE**

Providers must ensure that the provider's IT Infrastructure meets, and continues to meet, requirements of the National Telematics Framework to minimise threats to data integrity, loss and unauthorised disclosure.

### **REQUIREMENTS**

- a) The provider will comply with such fair and reasonable protocols and procedures, as are prescribed from time to time by TCA, as necessary to give efficiency to the National Telematics Framework, such as:
  - (i) Security Protocols
  - (ii) Disaster Recovery
  - (iii) Archive and Backups.

### **APPLICABILITY**

All applications.

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### 3.3 COMMERCIAL DIMENSION

#### **RULE 16: USER-PAYS APPROACH**

Costs for delivery of an application of the National Telematics Framework shall be borne by the beneficiaries of the outcomes that arise from the application.

#### **REQUIREMENTS**

- a) Providers may be subject to producer, and TCA considerations, for oversight and coordination associated within the application provision.
- b) Providers are responsible for any commercial arrangements with consumers to meet their costs of delivery.

#### **APPLICABILITY**

All applications.

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## **RULE 17: PROVIDER PROBITY AND FINANCIAL SUITABILITY**

Providers shall be of sound corporate and financial standing to ensure sustained delivery of their Products and/or Services.

### **REQUIREMENTS**

- a) The provider shall, upon request from TCA, allow TCA to inspect financial information and associated governance information of the provider in order to verify its suitability to deliver a Product and/or Service.
- b) The provider shall, on an annual basis, promptly provide TCA with a copy of its audited financial statements which have been prepared in accordance with relevant Australian Accounting Standards, as at:
  - (i) 30 June each year; or
  - (ii) at the company's financial year end if not 30 June each year.

### **APPLICABILITY**

Dependent on the level of assurance sought by producers.

This rule may not apply when the provider has in place equivalent arrangements with consumers that ensure continuity of service delivery (including, for example when the provider is also the consumer).

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A graphic banner for the National Telematics Framework. It features a network of interconnected nodes and lines in shades of grey and blue. The text 'NATIONAL TELEMATICS FRAMEWORK' is positioned on the left side. The website address 'www.tca.gov.au' is located on the right side. The background is a mix of light grey and dark blue geometric shapes.

NATIONAL  
TELEMATICS  
FRAMEWORK

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