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| **Agreement to Participate in Scheme/s of the****Road Infrastructure Management (RIM) Application** |

**Background**

1. Transport Certification Australia Ltd ACN 113 379 936 of Level 6, 333 Queen Street, Melbourne, Victoria (“TCA”) is the Australian entity responsible for providing assurance in the use of telematics and related intelligent technologies.
2. The Application Service Provider named in the Schedule (“ASP”) has independently of this Agreement been registered by TCA as competent to provide telematics devices and services for the monitoring of vehicles for the purposes of the particular usage of the Road Infrastructure Management (“RIM”) Application named and described in the Schedule (“the Scheme”).
3. The Transport Operator named in the Schedule (“TO”) operates one or more vehicles on the Australian road network; is agreeable to its vehicle/s being monitored for the purposes of participation in the Scheme, and wishes to engage the ASP to carry out that monitoring.
4. The Authority is an entity responsible for the administration of one or more National Telematics Framework (“NTF”) applications, and compliance activities as necessary. The NTF, among other things, provides a national platform for the use of telematics and related intelligent technologies, and supports different applications across regulatory, contractual and commercial needs.

#### Terms and Conditions

#### TCA, the ASP and the TO Hereby Agree as follows:

1. The ASP will provide to the TO the devices and services required for the monitoring of the TO’s vehicle/s for the purposes of the TO’s participation in the RIM Application and the Scheme/s. Those devices and services will be provided on terms and conditions to be agreed between the ASP and the TO independently of this Agreement. The ASP will ensure that those terms and conditions are consistent with the terms and conditions of the separate agreement between it and TCA by which the ASP is registered by TCA as an ASP for RIM Application purposes. Each of the ASP and the TO accepts that it has a separate obligation to report to TCA any breach by the other of those independent terms and conditions.
2. In consideration of clause 1, the Authority hereby permits the ASP to enrol the TO to participate in the Scheme/s.
3. The TO hereby agrees to its nominated vehicle/s being monitored as required for the Authority as a condition of the participation of its vehicle/s in the Scheme/s. The monitoring of the TO’s vehicles shall be in accordance with the requirements of the Scheme/s, as listed in the Schedule.
4. The TO will from time to time nominate the vehicle/s which it wishes to participate in the Scheme, by forwarding to the ASP the details for those vehicle/s as required by item 4 of the Schedule.
5. The TO can from time to time withdraw nominated vehicle/s participating in nominated Scheme/s at any time by notifying the ASP. Likewise, participation by the TO in schemes additional to the Scheme/s identified in the Schedule may be agreed by the parties at any time in a memorandum in writing signed on behalf of each of them and dated.
6. The TO hereby authorises the ASP to provide to TCA the telematics data (limited to the RIM Application and the operation of the Scheme/s) relating to the TO’s vehicle/s as required by the Authority for the purpose of the Scheme/s. The TO understands and agrees that this authorisation will enable TCA to:
7. Receive, process and analyse the telematics data (limited to RIM and the operation of the Scheme/s) generated by the TO’s nominated vehicle/s and Schemes, and
8. Provide reports of vehicle activity to the Authority in accordance with the monitoring conditions of the Scheme/s.
9. The TO further understands and agrees that the reports referenced in clause 6 will be de-identified and aggregated such that the Authority will not be able to identify within or from them any individual vehicle and/ or its compliance with applicable conditions.
10. The TO further understands and agrees that telematics data relating to its vehicle/s, in that de-identified and aggregated form, may also be used by the Authority for more general purposes such as informing the need for new road infrastructure works, road and infrastructure maintenance programs and planning studies, and in related discussions with those local governments whose municipalities and shires include the road infrastructure featuring in the reports.
11. Unless otherwise required by law (for example, in compliance with a warrant or court order compelling disclosure) TCA will receive and hold the telematics data relating to the TO’s nominated vehicle/s in strict confidence and will not disclose it to any person or entity unless the TO has provided its specific consent to further disclosure.
12. In the absence of satisfactory explanation from me, TCA will inform the Authority if a vehicle of mine participating in the Scheme does not provide road use data for a period exceeding thirty consecutive days.
13. Telematics data provided to TCA by the ASP will be received and held by TCA strictly in accordance with the requirements of this Agreement, the Privacy Acts and Regulations of the Commonwealth of Australia and TCA’s Privacy Policy (the latter of which is available on TCA’s website: https://tca.gov.au/privacy-policy/).
14. Where a vehicle which the TO (whether as registered owner of the vehicle or as the holder of some other relevant contractual interest in it) has agreed to participate in the Scheme in accordance with this “Agreement to Participate in Scheme/s of the Road Infrastructure Management (RIM) Application” is driven on its behalf by a person other than the TO, the TO hereby undertakes to inform that person of the fact that the vehicle is being electronically monitored for the TMA application and to not let that person drive the vehicle unless he/ she is made aware of the monitoring and consented to it.

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| **Signed** for and on behalf of the **TO** by |  |  |
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| Affix Name and Electronic Signature |  | Affix Date |
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| **Signed** for and on behalf of the **ASP** by |  |  |
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| Affix Name and Electronic Signature |  | Affix Date |
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| **Signed** for and on behalf of **TCA** by |  |  |
|  |  |  |
| Affix Name and Electronic Signature |  | Affix Date |

**Schedule**

1. **The ASP:** (insert name, ABN and address.)
2. **The TO:** (insert name, ABN and address.)
3. **The Authority:** (insert name and address.)
4. **The Scheme Name:** (insert scheme name)

**Note:** Full details of all Schemes and the type of data collected for each Scheme can be viewed at TCA’s website:

[www.tca.gov.au/national-telematics-framework/schemes/road-infrastructure-management-schemes/](http://www.tca.gov.au/national-telematics-framework/schemes/road-infrastructure-management-schemes/)