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| **Agreement to Participate in Scheme/s of the**  **Telematics Monitoring Application (TMA)** |

**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 certified by TCA to provide devices and services for the monitoring of vehicles for the purposes of the Telematics Monitoring Application (“TMA”) and the TMA’s associated Scheme/s named and described in the Schedule (“the Scheme/s”).
3. 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
4. The Scheme/s is the arrangement comprising the road access provided by the Authority to participants and the monitoring arrangements (including related business rules) which the Authority requires be provided to TCA by the ASP in return for the Authority allowing the TO’s vehicle/s to participate in the Scheme/s.
5. Telematics Data is the data elements and data records required for TMA and the Scheme/s named and referenced in the Schedule and described in more detail in the Scheme/s web pages on the TCA website (www.tca.gov.au).
6. The Transport Operator named in the Schedule (“TO”) is the registered operator of one or more vehicles; is agreeable to its vehicle/s being monitored for the purposes of participation in the Scheme/s and wishes to engage the ASP to carry out that monitoring.

**Terms and Conditions**

#### TCA, the Authority, 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 Telematics Monitoring Application (“TMA”) 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 certified by TCA as an ASP for TMA 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/s, by forwarding to the ASP the details for those vehicle/s as required by item 3 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 TMA 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 TMA 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 from the reports referenced in clause 6 above, the Authority will be able to review telematics data collected from nominated vehicles, and to identify both aggregated and individual vehicle movements.
10. The TO further understands and agrees that telematics data relating to its vehicle/s may also be incorporated into aggregated and de-identified analysis and reports from vehicles enrolled in the various schemes of TMA (including the Scheme/s) and other applications of the National Telematics Framework for road network research, evaluation and planning activities carried out by the Authority (including in conjunction with other entities which have the same general “public purpose” duties as the Authority, such as one or more State or Territory road authority/ies, Local Government/s or Port Authority/ies).
11. Unless otherwise compelled by law (for example, in compliance with a Warrant or Court Order compelling disclosure, obtained by one or more regulatory authority including, for example, a Federal or State police force, or the National Heavy Vehicle Regulator) 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 other than the Authority unless the TO has provided its specific consent to further disclosure. The TO understands and agrees that where production of telematics data relating to its vehicle/s to an Authority is compelled by a Warrant or Court Order then TCA will comply with the Warrant or Court Order, and that the data may then be produced in evidence in enforcement proceedings relating to the relevant road use.
12. 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/). Further, unless compelled by law as referenced above, TCA will de identify the telematics data received by it relating to the TO’s nominated vehicle/s within twelve (12) months of its receipt of the data.
13. Where a vehicle of which the TO is the registered owner is participating in the Scheme in accordance with this “Agreement to Participate in a Scheme/s of the Telematics Monitoring Application”, is to be 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 |
| **Signed** for and on behalf of the **ASP** by |  |  |
|  |  |  |
| Affix Name and Electronic Signature |  | Affix Date |
| **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/telematics-monitoring-application-schemes/](http://www.tca.gov.au/national-telematics-framework/schemes/telematics-monitoring-application-schemes/)