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| **Agreement for Participation in Scheme(s) of the** **TMA and/or RIM Applications** |

**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 within the National Telematics Framework (“NTF”). 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.
2. The **Application Service Provider** named in the Schedule(“ASP”) has independently of this Agreement been:

(i) certified by TCA to provide devices and services for the telematics monitoring of vehicles for the purposes of the **Telematics Monitoring Application** (“TMA”), and/or

(ii) registered by TCA to provide those devices and services for the purposes of **Road Infrastructure Management** (“RIM”).

Both TMA and RIM are applications of the NTF.

1. 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 Schemes of the TMA and/or RIM applications and wishes to engage the ASP to carry out that monitoring.
2. A **Scheme** is an arrangement, associated with the TMA or RIM application, that reflects the conditions of access for specific vehicles and/or loads established by an Authority. Telematics Data is collected and made available to the relevant Authority under specific arrangements managed by TCA based on the Scheme. Full details of each Scheme in which a TO can participate under this Agreement are available on the TCA website ([www.tca.gov.au](http://www.tca.gov.au)), and where participation in a Scheme is accessed by way of this Agreement then the business rules stated on the website of TCA and/or the relevant Authority(ies) for that Scheme are thereby adopted into this Agreement.
3. **Telematics Data** is the data elements and data records required to be produced by an ASP in accordance with the requirements of the TMA and/or RIM applications and the associated Scheme(s). It may be generated by a telematics device, connected device (such as an on-board mass system) or peripheral device (such as a user interface) supported by an ASP. Telematics Data may also be produced as a result of the operation of a Scheme, such as enrolment data (which includes information related to the registered TO and vehicle(s)).
4. **Authority** is an entity responsible for the administration of one or more NTF applications. The Authority requires the monitoring, with reporting, of the TO’s vehicle(s) as a condition of the Authority allowing the TO and its vehicle(s) to participate in a Scheme. The Authority may conduct compliance activities as necessary.

*Note: The functions associated with an Authority may involve a road authority or regulator, or both, as applicable to the Scheme.*

1. **Regulator** is, in the context of a Scheme, an entity that conducts legal compliance activities as applicable to the Scheme.

**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 Schemes of the TMA and/or RIM applications 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(s) between it and TCA by which the ASP is certified by TCA as an ASP for the purposes of the TMA application, and/or registered by TCA as an ASP for the purposes of the RIM application. 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. The TO will inform the ASP that it wishes to enrol its vehicle(s) in one or more TMA or RIM Schemes (as applicable to the ASP’s certification or registration specified in the Schedule) to this Agreement, and will provide the details for those vehicles applicable to the relevant Schemes.
3. The ASP will forward to TCA in an enrolment form the details referenced by clause 2 for the vehicle(s) the TO wishes to enrol in accordance with the requirements of the TMA and/or RIM Scheme(s). The ASP will issue to the TO a certificate of enrolment detailing the Scheme(s) each vehicle is enrolled in.
4. The TO may, by informing the ASP electronically, add to or delete from its enrolled vehicle(s) in a Scheme at any time.
5. The TO hereby agrees to its nominated vehicle(s) being enrolled and monitored by the ASP in return for the participation of the TO’s vehicle(s) in the TMA or RIM Scheme(s) in which it enrols them. The monitoring of the TO’s vehicles shall be in accordance with the requirements of the relevant Scheme(s).
6. The TO hereby authorises the ASP to provide to TCA the Telematics Data relating to the TO’s vehicle(s) as required by the relevant Authority for the purpose of the TMA or RIM Scheme(s) for which the TO has enrolled its vehicle(s). The TO understands and agrees that this authorisation will enable TCA to:
	1. Receive, process and analyse the Telematics Data required to be generated by the ASP in respect of the TO’s vehicles for the TMA or RIM Scheme(s) in which the TO’s vehicle(s) are enrolled, and
	2. Provide reporting of vehicle activity using Telematics Data to the relevant Authority in accordance with the business rules of those Scheme(s).
7. The TO further understands and agrees that:
	1. From the reporting referenced in clause 6 produced for TMA Schemes, the Authority will be able to review Telematics Data collected from enrolled vehicles and to identify both aggregated and individual vehicle movements;
	2. The reporting referenced in clause 6 produced for RIM Schemes will (subject to clause 8) be de-identified and aggregated such that the Authority will not be able to identify within or from them any individual vehicle;
	3. In the case of vehicles participating in RIM Scheme(s) that do not provide road use data for a period exceeding the number of consecutive days stated in the Scheme, TCA will inform the Authority of the identity of those vehicles in the absence of satisfactory explanation from the TO and/or ASP;
	4. Telematics Data relating to its vehicle(s) enrolled in TMA and/or RIM Scheme(s) may also be incorporated into aggregated and de-identified analysis and reports for general purposes or road network research, evaluation and planning activities carried out by the relevant 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)).
8. With respect to the TMA and RIM applications, 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 enrolled 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 or as provided for in clause 9 and/or 10 .
9. The TO also agrees that the Authority may, in the course of considering the reports that it will receive from TCA, discuss and share those reports with the relevant local government road authority whose local government area includes the roads featuring in the reports.
10. The TO also agrees to TCA forwarding Telematics Data generated by the TO’s enrolled vehicles (provided that the data forwarded is not vehicle identifying) to other entities as approved by TCA as entities which, whilst not necessarily being of the exact nature of the relevant authorities administering TMA and/or RIM Schemes, are nevertheless contributing to the ongoing development of the structure and delivery of the national freight task. Such bodies might, for example but without limitation, include the Australian Road Research Board, Austroads and the National Freight Data Hub.
11. Where vehicles are enrolled in TMA Scheme(s) the relevant Authority may use Telematics Data for legal compliance management purposes.
12. Telematics Data provided to TCA by the ASP will be received and held by TCA strictly in accordance with the provisions 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/).
13. With respect to vehicles enrolled in Schemes of the TMA application, unless compelled by law as referenced in clause 8, TCA will de-identify the Telematics Data received by it relating to those vehicle(s) within twelve months of its receipt of the data.
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 enrolled in a Scheme in accordance with this Agreement 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 or RIM 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 |  |  |
|  |  |   |
| 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 |

**Schedule**

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| **Transport Operator (TO):** |  |  |
|  |  |  |
| Name |  | ABN |
|  |
| Address |  |  |

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| **Application Service Provider (ASP):** |  |  |
|  |  |  |
| Name |  | ABN |
|  |
| Address |  |  |

By ticking one of the following boxes, the ASP and TO acknowledge the application services provided by the ASP and the corresponding schemes that the TO may enrol in.

\* ASP is certified to provide application services for the TMA application, allowing TO participation in schemes associated with both TMA and RIM applications.

\* ASP is registered to provide application services for the RIM application, allowing TO participation in schemes associated with the RIM application only.