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| **ASP Consent Agreement for  RIM Industry-Led Data-Sharing Schemes (AUS)** |

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| **Date** | **Insert date:** dd month yyyy |
| **Recitals** |  |
|  | **Transport Certification Australia Ltd** ACN 113 379 936 of Level 17, 360 Elizabeth 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 is the use of digital technology and data coordinated by TCA between Authorities, Application Service Providers and Transport Operators to deliver public purpose outcomes. |
|  | 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 the **Road Infrastructure Management** (“RIM”) application, or  (ii) registered by TCA to provide those devices and services for the purposes of the RIM application.  Both TMA and RIM are applications of the NTF. |
|  | **Application Services** are the services which the ASP is authorised by the applicable TCA–ASP Certification Agreement or TCA–ASP Registration Agreement to provide to Transport Operators participating in the RIM application. |
|  | 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 RIM Industry-Led Data-Sharing Schemes (AUS) of the RIM application and wishes to engage the ASP to carry out that monitoring. |
|  | 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. In RIM Industry-Led Data-Sharing Schemes (AUS), Telematics Data is collected and made available to the relevant Authorised Data User under specific arrangements managed by TCA based on the Scheme parameters. 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 are thereby adopted into this Agreement. |
|  | **Telematics Data** is the data elements and data records required to be produced by an ASP to deliver Application Services in accordance with the requirements of the TMA and/or RIM applications and the associated Scheme(s). In RIM Industry-Led Data-Sharing Schemes (AUS), Telematics Data may be generated by a telematics device 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)). |
|  | **Authority** is, for the purposes of the RIM Industry-Led Data-Sharing Schemes (AUS),the entity responsible for the administration of RIM Industry-Led Data-Sharing Schemes (AUS), namely the Industry-Led Data-Sharing Consultative Body (AUS), This body consists of representatives of Australian industries relevant to RIM Industry-Led Data-Sharing Schemes (AUS). |
|  | **Authorised Data User** is, for the purposes of the RIM Industry-Led Data-Sharing Schemes (AUS), a data user authorised by TCA, after endorsement of the Industry-Led Data-Sharing Consultative Body (AUS), to access the data of RIM Industry-Led Data-Sharing Schemes (AUS).  An Authorised Data User may be, for example, an authorised member of a professional association of individuals from a specific industry, which acts as a peak body for professionals working in their fields. |

**Terms and Conditions**

**TCA, the ASP and the TO hereby agree** as follows:

1. The ASP will provide to the TO the Application Services for the TO’s vehicle(s) for the purposes of the TO’s participation in the RIM Industry-Led Data-Sharing Schemes (AUS) of the RIM application. Application 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 Application Services are delivered in accordance 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 RIM Industry-Led Data-Sharing Schemes (AUS) (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 enrolment details referenced by clause 2 for the vehicle(s) the TO wishes to enrol in accordance with the requirements of the RIM Industry-Led Data-Sharing Scheme(s) (AUS). 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 RIM Industry-Led Data-Sharing Scheme(s) (AUS) 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 RIM Industry-Led Data-Sharing Scheme(s) (AUS) 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 RIM Industry-Led Data-Sharing Scheme(s) (AUS) in which the TO’s vehicle(s) are enrolled, and
   2. Provide reporting of vehicle activity using Telematics Data to the relevant Authorised Data User in accordance with the business rules of those Scheme(s).
7. The TO further understands and agrees that:
   1. The reporting referenced in clause 6 produced for RIM Industry-Led Data-Sharing Schemes (AUS) 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;
   2. Telematics Data relating to its vehicle(s) enrolled in RIM Industry-Led Data-Sharing Scheme(s) (AUS) 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 Authorities (including in conjunction with other entities which have the same general ‘public purpose’ duties as an Authority, such as one or more State or Territory road authority(ies), Local Government(s) or Port Authority(ies)).
8. 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.
9. 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 professional associations or industry-related stakeholders in RIM Industry-Led Data-Sharing Schemes (AUS), 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 local governments, the National Transport Research Organisation, Austroads and its member agencies, and the National Freight Data Hub.
10. 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/).
11. 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 RIM Industry-Led Data-Sharing Scheme (AUS) 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 RIM application and to not let that person drive the vehicle unless he/she is made aware of the monitoring and consented to it.
12. On TO request, TCA will provide to the TO access to its enrolled vehicles’ data for a specified period. To cancel enrolment, The TO may send an enrolment cancellation request to TCA or the ASP in accordance with the document *RIM Industry-Led Data-Sharing Schemes (AUS)*.

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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 |  |  |
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| **STUART BALLINGALL**  Executive General Manager |

**Schedule**

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

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