

LAND TRANSPORT NEW ZEALAND

Agreement for use of Crash Analysis System

Terms and Conditions of Use

Between: Land Transport New Zealand

And: _____ ("the Client")

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1 Introduction

Land Transport New Zealand operates a system which provides analysis of motor vehicle crashes and is called the Crash Analysis System (CAS). The Client wishes to obtain remote access to CAS and both parties, by this Agreement, wish to provide the Client with that access.

It is agreed as follows:

2 General terms and conditions

- LTSA will provide to the Client remote access to the CAS system ("Access") in accordance with the terms and conditions of this Agreement.
- Access availability and support will be provided to the Client by Land Transport New Zealand in accordance with clause 3 of this Agreement. Such Access will be available to the Client and supported by Land Transport New Zealand between the hours of 8.00am and 6.00pm, Monday to Friday on normal business days ("Prime Time"). Although CAS may also be available outside those hours ("Non Prime Time") the LTSA does not undertake to provide support at such times.
- The Client accepts that Access is subject to the requirements of clause 3 of this Agreement.
- Land Transport New Zealand will provide Access only where the Client at all times abides by the terms and conditions of this Agreement.
- The Client will pay to Land Transport New Zealand such charges for Access as specified in clause 3.5.
- Land Transport New Zealand reserves the right, at its sole discretion, to withdraw Access to CAS where the Client, including any employee, contractor to or agent of the Client (whether or not properly authorised) fails to comply with the terms and conditions of this Agreement in accessing CAS, or abuses Access in any way.
- Land Transport New Zealand reserves the right, at its sole discretion, to refuse to offer or provide you credit in order for you to access CAS, and to refuse your application if your application is in any way incomplete.
- There may be interruptions in Access to CAS facility from time to time, as a result of actions taken by your Internet Service Provider. These interruptions in Access are beyond the control of Land Transport New Zealand, and are part and parcel of having a service provided via the Internet. Land Transport New Zealand accepts no liability whatsoever in respect of such interruptions.
- The parties acknowledge that information contained in CAS is obtained through or from parties other than the Land Transport New Zealand. Although Land Transport New Zealand endeavours (without warranty) as far as possible to ensure the accuracy of that information it accepts no liability whatsoever for the accuracy or reliability of that information, or for any reliance by the Client or any other person upon that information.

- The Land Transport New Zealand shall not be liable under or in connection with the provision of Access to CAS under this Agreement, or from the operation of, or failure to operate, CAS, whether in tort, contract or on some other basis, for any direct, indirect or consequential damage or loss suffered or incurred by the Client or any third party.
- The Client indemnifies the Land Transport New Zealand against all costs, losses, or damages resulting from any claim against Land Transport New Zealand that may result directly or indirectly from the Client's use of or Access to CAS provided that the Client shall not be liable to the extent to which the Land Transport New Zealand has contributed to any such costs, losses or damages.
- This Agreement is governed by New Zealand law.

2.1 Responsibilities of the Land Transport New Zealand

- The Land Transport New Zealand will make all reasonable endeavours to provide a secure and reliable system within the times specified in clause 3.1.
- The Land Transport New Zealand may review the charges at any time, subject to approval by the Director of Land Transport New Zealand. The Client will be given one month's notice of Land Transport New Zealand's intention to vary the charges.
- Land Transport New Zealand will provide to the Client an annual tax invoice detailing charges due and the date by which the amount must be paid. Where the Client fails to pay those charges (or any part of the charges) within one month of the due date the Land Transport New Zealand may, at its sole discretion, terminate the Client's Access to CAS.
- The Land Transport New Zealand may assign its rights and responsibilities under this contract to another party, but will give you no less than 30 days notice in writing of its intention to do so.
- The Land Transport New Zealand may immediately terminate this Agreement where Land Transport New Zealand reasonably considers the Client may bring Land Transport New Zealand into disrepute or where the Client breaches any terms or conditions of this Agreement and fails, after reasonable notice, to rectify such breach. Land Transport New Zealand may also terminate this Agreement, or alter any term or condition, by giving you no less than 30 days notice in writing.

2.2 Client's responsibilities

- The Client must take all reasonable security measures, including your own PC anti-virus measures, to prevent unauthorised use of and access to CAS. If you do not keep access to CAS secure, you may be liable for any consequential loss suffered by the Land Transport New Zealand as a result of a security breach. The LTSA reserves the right to determine what is a security breach.

- The Client must pay all charges for Access under this Agreement in accordance with this Agreement. Where this Agreement is terminated for any reason you will pay any and all outstanding charges.
- If you breach your obligations under this contract you shall be liable for any loss suffered by the Land Transport New Zealand as a direct result of the breach of contract.
- The Client is responsible for all Internet access charges invoiced by your nominated Internet Service Provider.
- The Client shall not assign, transfer, subcontract, charge or otherwise deal with any of its rights or obligations under this Agreement in any way without the written consent of the Land Transport New Zealand. Any change in the controlling shareholding or other actual control of the Client is an assignment and shall require the consent of the Land Transport New Zealand.

3 CAS and CAS Support Availability

3.1 CAS availability

CAS will be generally available, however there is a service window for at which time CAS may not be available. The service window is Saturday 1700-2400.

3.2 CAS availability and performance

Under normal circumstances, availability will be as follows:

- CAS support personnel will be available normal working hours.
- Access to CAS will be available to Client, unless there is a planned outage, a scheduled backup process, or a maintenance window. Access will be on an unsupported basis.
- Application performance is a not a function of CAS but is a function of the host systems network performance and the Client's hardware. Network performance is governed by the capacity and traffic loads of the link from CAS to the internet, as well as your link to your internet provider.

3.3 Disaster Recovery

The CAS system shares recovery resource with the New Zealand Drivers Licence Register, Vehicle Register and Road User Charges system. If a total Disaster Recovery situation occurs CAS will not be recovered until these other more critical systems are recovered. It is estimated that CAS recovery time would be a minimum of 48 hours.

3.4 Service Support Process

Service for CAS Access will be provided on the following basis, provided that service calls are placed in accordance with these procedures: -

3.4.1 Calling Procedures

All service calls to Land Transport New Zealand staff are to be placed as follows:

- Call **0800 805 263**. This call will be answered by IT Operations who will log the call as required. You will be given a call number for future reference
- Email istservice@landtransport.govt.nz. A System Support Analyst will log the call and advise the call number by return email

3.4.2 Problem Severity

All problems or service issues have a prescribed Severity level that is determined by the impact of the problem. While every problem may, to the individual most affected be a P1, "IT Ops" will assign the actual priority based on the problem's broad impact.

Within any priority level, "IT Ops" response will also be influenced by available resources as other issues are taken into account.

3.4.3 Problem Escalation

All problems have a default Priority which has been determined by the impact that problem has on overall service. Whilst priorities and times may alter depending upon the circumstances a list of priorities and escalations is provided in Table 1 in descending order of priority. When the Client places a problem call, the Client may expect a response within a reasonable time. If this does not happen, the problem should be escalated to the next level. These times are indications only and may not necessarily be adhered to.

Table 1 Priorities and Response Times

Priority Number	Initial Contact	Follow up Contact	Target Resolution	Error Description	Escalation
1	10 minutes	15 minutes	1 hour	Operation Critically Impacted No service. System Access down.	#6032
2	15 minutes	45 minutes	4 hours	Operation Seriously Impacted Some CAS Access down. Limited access or functionality	TRC Section Manager IT Operations
3	1 hour	4 hours	24 hours	Operation Inconvenienced Service delivery impaired but not stopped.	TRC Manager IT Operations
4	4 hours	24 hours	Reasonable time	Minor Fault or Query Individual affected, alternatives available.	General Manager Information Systems

Definitions for Table 1

Initial Contact	The time within which you should receive acknowledgment of your call during normal business hours Monday to Friday .
Follow up Contact	The time within which the CAS support, or an appointed service provider, will contact you.
Target Resolution	The time within which the problem will be either resolved, or you will have an alternative means or service made available

3.5 Charges

Connection to the CAS system will be via :

- the internet using the LTSA Citrix Secure Gateway .
- a direct connected secure link at the client's cost

To access CAS, your site will require at least one Licence Set. Each Licence Set enables any one user from your site to be connected to CAS at any one time (concurrent licence). Each Licence Set has a renewable annual charge of \$250 (inc. gst), reduced to zero for an agreed number of licence sets for each of the Land Transport New Zealand 's core Road Safety Partners, who are Road Controlling Authorities, the Police, Ministry of Transport and Transfund.

4 Confidentiality of Information

Information held on CAS, in its files of reported crashes and crash report images, is confidential to the Land Transport New Zealand and its authorised employees and agents.

Access to the information contained in the crash data files and/or the crash report images is provided to Clients on the basis that the information is confidential and shall not be disclosed to outside parties except in statistical terms.

The parties understand that there will be persons employed or associated with the Client who, in acting on behalf of the Client, will have legitimate Access to the CAS system and this information.

The Client will ensure that any such person given such Access (except with regard to any other person employed or associated with that Client and having legitimate Client Access) will not:

- a) disclose to any other person any information gained from examination of the crash data or crash report images files, except in statistical terms.
- b) reveal to any other person the names, addresses or any other personal details of any persons recorded in those files or crash report images, or make any statements to any other person that could enable anyone to identify a particular incident, or to take offence at the comments made.
- c) contact individuals identified by way of crash report images.

The Client will provide to the Land Transport New Zealand CAS Helpdesk copies of the Confidentiality Agreement signed by all users of the CAS system before full access to crash report images will be granted. Additional copies will be required to be forwarded as new users are trained to use CAS.

Agreement for Access to Land Transport New Zealand Crash Analysis System (CAS)

Signed for and on behalf of the Client:

_____ (company name)

Signature:

Position:

Date:

Signed for and on behalf of Land Transport New Zealand:

Signature:

Position:

Date:

**Acceptance of Confidentiality Agreement
For Users of Land Transport New Zealand Crash Analysis
System (CAS)**

Name:	_____
Position:	_____
Signed:	Date:
_____	_____

Name:	_____
Position:	_____
Signed:	Date:
_____	_____

Name:	_____
Position:	_____
Signed:	Date:
_____	_____

Name:	_____
Position:	_____
Signed:	Date:
_____	_____

Additional copies of this page may be required for all CAS Users