

NAIT Accreditation: Data Sharing Agreement

BETWEEN National Animal Identification and Tracing (“**NAIT**”) Limited a company duly incorporated under the Companies Act 1993 acting as the NAIT organisation (“**NAIT Ltd**”)

AND (“**the Accredited Organisation**”)

Individually a “**Party**”, together the “**Parties**”

1. Preamble

- 1.1. NAIT Ltd is the NAIT organisation, which is the organisation designated to implement the NAIT scheme under section 8 of the National Animal Identification and Tracing Act 2012 (“**NAIT Act**”).
- 1.2. Terms that are defined in the NAIT Act have the same definition in this Agreement as in the NAIT Act.
- 1.3. Clause 4.9 of the NAIT Standard: Accreditation of entities dealing with NAIT animals and the NAIT Standard: Accreditation of information providers require a data-sharing agreement to be signed. This must be submitted with the applicant’s accreditation application form.
- 1.4. The purpose of this Data Sharing Agreement (“**Agreement**”) is to
 - 1.4.1. provide for data management, protection of personal privacy and data security
 - 1.4.2. set out the purpose of data sharing
 - 1.4.3. set out the types of data shared
 - 1.4.4. set out the legal frameworks under which data is shared
 - 1.4.5. set out roles and responsibilities
 - 1.4.6. set out situations in which data is shared.
- 1.5. Terms that are defined in the NAIT Act have the same definition in this Agreement as in the NAIT Act.

2. Term

- 2.1. This document commences at the time of the NAIT information system administrator granting any access to NAIT data to the Accredited Organisation.
- 2.2. This Agreement shall remain in force for as long as the Accredited Organisation has access to the NAIT information system, NAIT core data, and/or NAIT non-core data.
- 2.3. If this Agreement is terminated or expires for any reason the accreditation of Accredited Organisation will automatically cease, as this Agreement is a requirement for accreditation under governing law.
- 2.4. Termination of this Agreement will be without prejudice to the rights and remedies of NAIT Ltd and the Accredited Organisation that have accrued prior to termination, including for any prior breach of this Agreement.
- 2.5. Termination of this Agreement does not terminate any existing obligations in relation to NAIT core or non-core data already shared or accessed under this Agreement or governing law.
- 2.6. NAIT Ltd reserves the right to terminate or alter the Accredited Organisation’s access to the NAIT information system at any time.

3. Variation

- 3.1. NAIT Ltd may vary the terms of this Agreement from time to time when NAIT Ltd considers it necessary or desirable to change them. A variation of this Agreement will be effective from ten business days after written notice of a variation from NAIT Ltd to the Accredited Organisation.
- 3.2. The Accredited Organisation may request an amendment to this Agreement by giving notice in writing to NAIT Ltd specifying the amendment sought and the reasons for it. NAIT Ltd must advise the Accredited Organisation of its decision to accept or reject the requested amendment within 15 business days of receipt of the request.

4. Purpose of data sharing

- 4.1. The Parties share data for purposes including but not limited to fulfilling the legal obligations of an Accredited Organisation dealing with NAIT animals and/or an information provider under the NAIT Act, Regulations, and Standards. This purpose is guided by sections 3 and 40 of the NAIT Act and, for NAIT Ltd, section 10 of the NAIT Act.

5. Conditions on access

- 5.1. All NAIT data must be accessed and used consistently with Part 4 of the NAIT Act and any conditions on access imposed by the NAIT System Administrator and/or NAIT Information System Access Panel.
- 5.2. NAIT information system data is not to be disclosed outside the Accredited Organisation unless this is done in accordance with the purpose(s) for which the Accredited Organisation has access.
- 5.3. NAIT data obtained from the NAIT information system must be destroyed by the Accredited Organisation once that data is no longer necessary for its business purposes.
- 5.4. The Accredited Organisation acknowledges that information relating to an individual PICA is personal and confidential and that where the Accredited Organisation represents more than one PICA, it will:
 - 5.4.1. ensure that one PICA's information is not released to another PICA or the information provider for the second PICA without the express approval of the first PICA; and
 - 5.4.2. indemnify the first PICA in respect of any loss or expense incurred by the first PICA arising from the Accredited Organisation's breach of clause 5.4.1.

6. Privacy and security

- 6.1. The Accredited Organisation will
 - 6.1.1. comply with all applicable legal rights, duties, and obligations in respect of the storage, collection, use and disclosure of information under law, including duties and obligations under the NAIT Act and the Privacy Act 2020
 - 6.1.2. keep all information shared under this Agreement (including the Non-Core Data and commercially sensitive information) appropriately secure, private and confidential in line with industry best practice and the Privacy Act 2020
 - 6.1.3. adhere to good and generally-accepted information technology, privacy and information security, and software development practices, and
 - 6.1.4. uphold the confidentiality, availability and integrity of NAIT Ltd.'s information systems.
- 6.2. Where a privacy breach, potential breach or near miss is identified (including any identified vulnerability in the security of any computer system in its custody that is used to store personal information disclosed under this Agreement), the Accredited Organisation must minimise and manage the consequences and implications of that incident and will implement reasonable procedures to prevent such breaches or near misses in the future.
- 6.3. All individuals (natural persons) directly or indirectly engaged by the Accredited Organisation (including directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff) who interact directly with the NAIT information system must be trained on their obligations under this Agreement and on any conditions on access imposed by the NAIT System Administrator and/or NAIT Information System Access Panel under Part 4 of the NAIT Act, in accordance with clause 4.2 of both the NAIT Standard: Accreditation of entities dealing with NAIT animals and the NAIT Standard: Accreditation of information providers.

7. Liability

- 7.1. NAIT Ltd disclaims all responsibility for, and accepts no liability in relation to, the completeness of data held within the NAIT information system or its fitness for any particular purpose. This includes but is not limited to:
 - 7.1.1. loss of profits, revenue or opportunity;
 - 7.1.2. any business interruption;
 - 7.1.3. any loss of economic value through loss or corruption of data;
 - 7.1.4. any special or punitive damages; or
 - 7.1.5. any indirect or consequential loss.

8. General

- 8.1. The Parties are bound by New Zealand laws and submit to the non-exclusive jurisdiction of the New Zealand courts.
- 8.2. This Agreement is non-exclusive.
- 8.3. Each Party will pay its own legal and other costs and expenses relating to this Agreement.
- 8.4. No intellectual property in either Party's data shall reside with the other Party under this Agreement.
- 8.5. Neither Party may directly or indirectly assign or otherwise transfer any of its rights or obligations under this Agreement without the other Party's prior written approval (such approval not unreasonably to be withheld).
- 8.6. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of this Agreement will remain in full force and effect.
- 8.7. This document may be signed by either electronic or physical means.

I confirm that I have read, understood, and will abide by this NAIT Accreditation Data Sharing Agreement.

Signed for and on behalf of entity

**Accreditation type
(Accredited Organisation dealing
with NAIT animals and/or
Information Provider)**

Signature

Full name

Position

Date
