

NAIT STANDARD – ACCREDITATION OF INFORMATION PROVIDERS

PICA AND INFORMATION PROVIDER AGREEMENT [SAMPLE TEMPLATE]

To the reader:

- *OSPRI provides this lightweight template for the contract required by clause 6 of the NAIT Standard for Accreditation of Information Providers.*
- *It sits alongside and is subject to the NAIT Standard for Accreditation of Information Providers - 25 July 2019.*
- *It may be used as a template to be amended as required, a set of standard conditions to 'port' into another agreement, a stand-alone contract, or an annex to an overarching agreement.*
- *Please note that the enforceability of these terms may be impacted if there is no payment by the PICA (in whatever form) for the Information Provider's services.*
- *Parts of this Agreement highlighted in blue are to be filled in or deleted by the parties as applicable.*

Between:

[Name of Information Provider] ("Information Provider")

And:

[Name of Person in Charge of Animals (PICA) or delegate] ("PICA")

Preamble & Definitions

1. The National Animal Identification and Tracing Act 2012 ("NAIT Act") s 26(2)(b) permits a PICA (as defined in the NAIT Act) to appoint an entity to act as an Information Provider (as defined in the NAIT Act) who can carry out certain obligations for the PICA.
2. Unless otherwise specified, terms in this Agreement defined by the NAIT Act have the same definitions as in that Act.
3. For the purposes of this Agreement, "PICA" includes a PICA delegate (as defined in the NAIT Act).
4. Clause 6 of the NAIT Information Provider Standard requires the PICA and the Information Provider to enter into a written contract that specifies the functions and duties that the information provider will undertake.
5. This Agreement is subject to and sits alongside Clause 6 of the Information Provider Standard.

Terms

6. The Information Provider and PICA agree that the following obligations may be carried out by the Information Provider on behalf of the PICA in accordance with section 18 of the NAIT Act and clause 6.1 of the NAIT Information Provider Standard:

✓ (one or more)	PICA obligation
	a. Registering NAIT animals that the PICA is in charge of with the NAIT organisation
	b. Providing animal movement declarations and related information to the NAIT organisation.
	c. Providing information required by the NAIT Act, Regulations and Standards to the NAIT organisation.
	d. Notifying the NAIT organisation when animals that the PICA is in charge of die, are lost, or are exported live.
	e. Registering the PICA or PICA delegate with the NAIT organisation (including providing all preliminary necessary information to do so).

7. The PICA authorises the Information Provider to undertake any additional actions that may be required to carry out the tasks referred to in clause 6 of this Agreement.
8. The parties acknowledge that section 25(3) of the NAIT Act provides that a PICA remains responsible for compliance with the NAIT Act in respect of any function or duty the Information Provider has agreed to carry out under this Agreement.

Information Provider

9. The Information Provider agrees to meet all of the legislative requirements of the NAIT Act regarding the functions and duties of an information provider.
10. The Information Provider agrees to comply at all times with the requirements of the NAIT Act, and all applicable Regulations and Standards.
11. The Information Provider agrees to comply with the requirements of the Privacy Act 1993, and in particular, to collect, hold, store, provide access to, use, and disclose any personal information collected from the PICA only in accordance with the Information Privacy Principles in the Privacy Act 1993 or in accordance with the requirements of the NAIT Act.
12. The Information Provider agrees to use the PICA's information only for the purposes of carrying out its obligations under the NAIT Act and accompanying regulations and standards.
13. The Information Provider agrees not to disclose use the PICA's information to any third party except in compliance with the NAIT Act, the Privacy Act 1993, or other governing law.

PICA

14. The PICA gives their consent for the Information Provider to access the PICA's NAIT information, which includes personal information, where required for the Information Provider to carry out its duties under clause 6 of this Agreement.
15. The PICA undertakes to appoint the Information Provider as such in the NAIT information system.

16. The PICA acknowledges that despite using the services of an Information Provider, the PICA still remains ultimately liable for carrying out their NAIT obligations.
17. The PICA acknowledges that the Information Provider is required to allow the NAIT organisation or a person or persons authorised by the NAIT organisation to access data held on their systems in accordance with section 23 of the NAIT Act for the purposes of an audit.

Term

18. This Agreement commences on *[EITHER: the last date of signature. OR: the date at which the [name of the overarching agreement this agreement is annexed to] commences.]*
19. This Agreement automatically terminates
 - a. If the accreditation of the Information Provider is suspended or revoked.
 - b. Following the termination of Information Provider’s relationship with the PICA.
 - i. In the event this occurs, the PICA undertakes to remove the Information Provider’s status as such in the NAIT information system.

SIGNATURES

[Optional: delete this section if this agreement is annexed to another agreement]

Signed for and on behalf of the Information Provider by:

[Name]

[Title if applicable]

[Organisation if applicable]

[Email]

Signed for and on behalf of the PICA by:

[Name]

[Title if applicable]

[Organisation if applicable]

[Email]

Signature

Date:

Signature

Date:
