



NAIT ACCREDITATION DATA SHARING AGREEMENT

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

AND

Preamble

The purpose of this data sharing agreement is to enable parties to allow for the efficient and effective running of the National Animal Identification and Tracing (NAIT) system through the sharing of data for the purposes of the National Animal Identification and Tracing Act 2012 ("the NAIT Act").

Term

This agreement is non-exclusive and shall remain in force for as long as the company is granted access to the NAIT system and/or NAIT information.

The termination of this agreement does not terminate any existing obligations in relation to NAIT data already shared or accessed under this agreement.

Use of data

Data will only be shared for the purposes of the NAIT scheme as prescribed in the NAIT Act and accompanying regulations and standards.

The accredited entity agrees not to use NAIT data for any purpose other than those prescribed in the NAIT Act and accompanying regulations and standards.

The accredited entity agrees not to disclose data to any third party. Requests for access to NAIT data are to be directed to NAIT Ltd.

Compliance with New Zealand law

The data is only to be shared, used, managed, and stored in a manner that is consistent with New Zealand laws including but not limited to the NAIT Act and Privacy Act 1993.

Privacy

Both parties will be bound by the Privacy Act 1993 in relation to personal information. Personal information is only to be used for the purposes of section 40 of the NAIT Act.

Protection of systems and data

Both parties are to take all reasonable steps to ensure the security of the NAIT system and NAIT data.

Access to data

The accredited entity will allow NAIT Ltd or a person or persons authorised by NAIT Ltd to access data held on their systems in accordance with section 23 of the NAIT Act.

Systems compliance with the NAIT system

The accredited entity will comply with all systems' requirements and schema prescribed by NAIT.

NAIT Ltd will inform all applicants for accreditation of schema and systems requirements either through the NAIT website or by any other appropriate means.

Termination

NAIT Ltd reserves the right to terminate or alter access to the NAIT system at any time.

Dispute resolution

The parties shall endeavour, in good faith, to resolve any dispute that arises in respect of this agreement. If the parties cannot resolve the dispute within 20 days of the nature of the dispute becoming known to both parties, the dispute shall be referred to mediation. The parties will use their best efforts to agree on a mediator and a fee for that mediator. However, if the parties cannot agree within five working days of referral to mediation, the mediator will be selected, and the mediator's fee determined by the President of the Wellington District Law Society or their nominee, or the Arbitrator and Mediators Institute of New Zealand (the nominating organisation). Mediation will be conducted in all respects in accordance with the nominating organisation's mediation standards and the parties will use their best efforts to ensure mediation is commenced and conducted expeditiously. Pending settlement of the dispute, the parties will continue to perform their obligations under this agreement as far as in practicable as if the dispute had not arisen.

Should the dispute not be resolved within 48 hours of the conclusion of the mediation hearing the dispute shall be submitted to arbitration pursuant to the provisions of the Arbitration Act 1996.

SIGNATURE	
Signed for and on behalf of (entity)	
Signature	
Full name	
Position	
Date	