**Deed for Access**

 **to Restricted Crash Data**



**Date of Deed**

This Deed is made the ............................................................. day of ............................................................. 2019.

**Parties**

This Deed is between:

The Roads Corporation [ABN 61 760 960 480] of 60 Denmark Street, Kew, Victoria, 3101 (“DTP”) and

[Name of Council] ............................................................................ [ABN]....................................................................................

[Address of Council] .............................................................................................................................................. (“the Organisation”).

1. **Information provided under this Deed**

1.1 The Organisation has requested that DTP (Department of Transport and Planning) provide access to restricted crash data collected or received by DTP from Victoria Police ('the Information').

1.2 DTP collects the Information for the purpose of using it in the development of road safety initiatives. The Information may include:

* images of crashes and
* details of crashes including location of crash; age, gender and names of persons involved; details of vehicles involved; blood alcohol content (BAC) data; and type and description of crash.

1.3 The Information may therefore include information of a personal nature or which identifies an individual or from which an individual’s identity can be ascertained. The Information may therefore not be used or disclosed except in accordance with the *Privacy and Data Protection Act 2014,* including the Information Privacy Principles set out in Schedule 1 to that Act.

1.4 This Deed sets out the conditions on which DTP agrees to provide the Information.

1. **Purpose of providing the information**

The Organisation warrants that:

(a) it requires the Information only for the purpose of:

1. research, or the compilation or analysis of statistics, for the purpose of investigating or better understanding the causes of crashes or
2. the development of initiatives designed to improve road safety; and

(b) any publication resulting from the use of the Information will not include any information that may identify an individual, or from which an individual’s identity may be reasonably ascertained; and

(c) it will not disclose to another party any such information other than in accordance with this Deed.

**3. Data security**

3.1 The Organisation must:

 (a) protect the Information against unauthorised access, use, disclosure or copying; and

 (b) ensure that the Information is stored or disposed of in a secure manner.

3.2 Any digital or physical record in the Recipient’s control containing Information should be destroyed promptly after use wherever possible, and not retained longer than required, consistent with applicable public records legislation.

**4. Who may access the information**

4.1 The Organisation may only provide access to the Information to the individual users who:

(a) are identified in the Schedule to this Deed (“nominated users”); and

(b) have signed the Schedule indicating that they have read, understood and agreed to the terms of this Deed.

4.2 Each nominated user will be given a password in order to gain access to the Information, once he or she has provided the signature as specified in clause 4.1.

4.3 The Organisation must ensure that each nominated user:

1. keeps his or her password confidential;
2. is aware of and understands the terms and conditions in this Deed;
3. agrees to maintain the confidentiality of the Information prior to accessing the Information; and
4. maintains the confidentiality of the Information.

4.4 The Organisation must keep the list of nominated users up-to-date, and to this end, must notify DTP in writing of any change to the list of nominated users.

4.5 Where a person who is a nominated user ceases to:

(a) perform functions which involve a genuine operational need for access to Information; or

(b) be an Employee of the Organisation —

the Organisation must notify DTP **within 5 business days** of the cessation of the person as a nominated user. DTP will remove that person’s access to the Information.

4.6 The Organisation must do anything DTP requires to ensure that a person who ceases to be a nominated user is no longer able to access Information from DTP.

**5. Consent**

Nothing in this Deed imposes any obligation on DTP to provide, or provide access to, any Information. DTP may in its absolute discretion refuse to provide, or provide access to, Information, to the Organisation or to any particular Employee or Employees. Where DTP provides, or provides access to, Information, it may do so subject to any conditions that it thinks fit. DTP is not obliged to give reasons for providing or withholding Information or access or for giving access or Information subject to conditions.

**6. Disclaimer**

DTP does not warrant:

(a) anything in relation to the suitability, fitness for a particular purpose, quality or accuracy of any Information;

(b) that the use of any Information shall not infringe the Intellectual Property rights of a third party; or

(c) that any Information the Organisation provides to or requests from DTP will be processed immediately or at all.

**7. Indemnity**

The Organisation indemnifies DTP and its officers, employees and agents against any claim or proceeding that is made or commenced, and against all losses, expenses, costs (including legal costs on a full indemnity basis and any indirect or consequential loss and loss of profits) or damages which arise out of or in connection with:

(a) the Organisation's, or any employee's, access to or use of the Information;

(b) reliance by the Organisation, any employee or any third party on any fact, view, opinion, statement, recommendation or other thing derived in whole or in part from the Information;

(c) any error in any Information caused directly or indirectly by the Organisation or an employee;

(d) any modification to any Information made by the Organisation, an employee or any other third party;

(e) a breach of this Deed by the Organisation; or

(f) the collection, use, disclosure or handling of Information in breach of any law.

**8. Revocation**

This Deed may be revoked for any reason and at any time by either party by written notice to the other party.

**9. Address for service of notices**

Any notices given under this Deed must be posted or delivered to the other party as follows:

*DTP:*

|  |  |
| --- | --- |
| Name of officer | David Martin |
| Position | Director of Information Access |
| Address | 1 Spring St, Melbourne, VIC, 3000 |

*The Organisation:*

|  |  |
| --- | --- |
| Name of Authorised Officer (Team Leader/Manager) |  |
| Position |  |
| Address |  |

Any changes to the address for service details must be notified in writing to the other party and attached to this Deed.

**10. Governing law and jurisdiction**

This Deed is governed by the law of Victoria.

**EXECUTED** AS A DEED.

|  |
| --- |
| Executed for and on behalf of the Roads Corporation by its authorised representative in the presence of: |
| Authorised Officer Signature |  | Witness |
| Print Name |  | Print Name  |
| Position |  |  |

|  |
| --- |
| Executed for and on behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Council/Organisation] by: |
| Authorised Officer Signature (Team Leader/Manager) |  | Authorised Officer Email Address  |
| Name of Authorised Officer |  | Authorised Officer Number (Mobile Preferred)  |
| Title of Authorised Officer |  |  |

SCHEDULE. Nominated users

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Position within Organisation | Email Address | Phone Number (Mobile Required) | Signature indicating the nominated user has read, understood and agreed to the terms in this Deed  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |