



**BETWEEN:** Rural Livestock Limited (RLL), Accredited NAIT Information Provider located at 31 Parkhouse Road, Wigram, Christchurch

**AND:** Person in Charge of NAIT Animals ("PICA")

\_\_\_\_\_

Full Name

residing at

\_\_\_\_\_

Address

### 1. NAIT Information Provider Services ("Services")

During the term of this agreement, to help the PICA fulfil their NAIT obligations, RLL agrees to perform the following functions or duties on behalf of the PICA **as and when required, upon the PICA's explicit request:**

- 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 delegates with the NAIT organisation.

*Tick those that apply*

### 2. RLL and PICA's obligations

- a. The PICA gives their consent for RLL to access the PICA's NAIT information, which includes personal information, where required for RLL to carry out its duties as outlined in Section 1 of this Agreement.
- b. The PICA undertakes to appoint RLL as the Information Provider in the NAIT information system.
- c. The PICA agrees to supply all necessary information to enable RLL to fulfil its duties as outlined in Section 1 of this Agreement.
- d. RLL agrees to process the information supplied by the PICA in the manner that the NAIT organisation requires.
- e. RLL and the PICA both agree that they will take all reasonably practicable steps, at their own expense:
  - i. to designate key individuals to perform their respective obligations under this agreement;

- ii. to fully cooperate with all reasonable requests for assistance.
- f. RLL and the PICA will make a diligent effort through their respective key individuals to identify the cause of any problems in the provision of the Services and to remedy such problems in good faith.
- g. The PICA acknowledges that, despite using the services of RLL, the PICA remains ultimately liable for carrying out their NAIT obligations.

**3. Confidentiality**

- a. RLL agrees to comply with the requirements of the Privacy Act 2020 and 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 2020 or in accordance with the requirements of the NAIT Act.
- b. RLL 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.
- c. RLL agrees not to disclose the PICA’s information to any third party except in compliance with the NAIT Act, the Privacy Act 2020, or other governing law.

**4. Force Majeure**

Any failure or delay in the performance by RLL of its obligations under this Agreement shall not constitute a breach of this Agreement if such failure or delay is the result of a natural disaster (including but not limited to fire, flood, earthquake, wind or snow storm, landslide, tsunami, and volcanic eruption), war, acts of terrorism, acts of sabotage, epidemic or pandemic, government restriction, strike action, and any other event beyond RLL’s control.

**5. Term and termination**

- a. Except when advised otherwise, the term of this Agreement shall commence on the date indicated below and terminate at the PICA or RLL’s discretion, with advance written notice provided by the terminating party.
- b. RLL and the PICA agree to consult in advance and to bring to each other’s attention any problems, disagreements, and other matters that may lead to the termination of this Agreement so that the situation can be resolved in good faith.
- c. Upon termination of this Agreement, the PICA undertakes to remove RLL as the Information Provider in the NAIT information system.

**Signed for RLL by:**

**Signed by/on behalf of PICA:**

\_\_\_\_\_

Full Name

\_\_\_\_\_

Full Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## APPENDIX

1. If you are already registered as a PICA or PICA Delegate with the NAIT organisation, please provide your NAIT number(s):

2. If you are not already registered with the NAIT organisation and would like RLL to register you as a PICA, please provide your details below (please note that the information requested is required by the NAIT organisation so all fields must be completed).

First Name

Last Name

Date of Birth

Physical Address of Farm

Postal Address (if different)

Telephone

Mobile

Email