

# DVR Data Supply Agreement

## *for the Notice of Change of Ownership service*

Toitū te Whenua / Land Information New Zealand is upgrading and modernising Aotearoa's land information platform and services. The Notice of Change of Ownership (notices) service is one of these new services, intended to streamline the updating of territorial authorities' rating valuation databases.

To enable the delivery of the notices service to your territorial authority, you first need to agree to provide us with a regular feed of data from the district valuation roll. This data is essential for the operation of the notices service and will also allow us to compile a national DVR dataset for public sector use. For TAs who select an open licence, LINZ may also choose to enable use of their data beyond the public sector.

By providing the requested information below, your territorial authority enters into the terms of this agreement/pukapuka whakaae. We encourage you to read and understand these terms before you agree. Please note that, in order to achieve consistency across all 67 territorial authorities in Aotearoa, we are not in a position to negotiate or modify the terms of the agreement.

### **Territorial authority:**

#### **Data supply method:**

(select one)

- EDE+ file format via email
- delimited text file format via LINZ SFTP  
*LINZ will provide instructions to set up the transfer*
- delimited text file format via your SFTP

*Please provide upload location and access details*

- API or other format/method as agreed with LINZ

*Please provide details of alternative format/method*

#### **QV Authorisation:**

- If EDE+ file format via email is selected, please tick this box to provide authority for QV to deliver data to LINZ

#### **Data licence:**

(select one)

- limited licence (as set out in clauses 3 to 7)
- open data (as set out in clause 7A)

#### **Contact person:**

#### **Contact email:**

(contact details for routine enquires and the service of any contractual notices)

### **Signed for the territorial authority:**

**by:** \_\_\_\_\_

(name and position)

**on:** \_\_/\_\_/2021

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## Interpretation

In this agreement, the term 'Territorial Authority' refers to the territorial authority named on first page of this agreement.

## Background

- (a) The Territorial Authority is responsible for maintaining the District Valuation Roll (**DVR**) for its territorial district.
- (b) LINZ wishes to combine the Territorial Authority's DVR with DVRs from other territorial authorities to create a national DVR dataset (**National DVR**).
- (c) LINZ will supply that National DVR to territorial authorities (including the Territorial Authority) and government agencies for internal use.
- (d) The Territorial Authority has agreed to supply its DVR on the terms and conditions set out in this agreement.

## Operative Provisions

1. **Application:** The parties to this Agreement may share information with each other from time-to-time in relation to the sharing of creating and using a National District Valuation Roll (**the Purpose**). This Agreement sets out the terms on which the information is shared.
2. **Disclosure of DVR by the Territorial Authority:** The Territorial Authority will disclose its DVR to LINZ in accordance with Schedules 1, 2 and 3 to this Agreement.
3. **Meaning of confidential information:** In this Agreement, **Confidential Information** means all information (whether written, verbal or electronic) that is disclosed by one party (**the Owner**) to another party (**the Recipient**) and which has a quality of confidence.
4. **Obligation of confidentiality:** The Recipient will use reasonable endeavours to keep all Confidential Information in confidence.
5. **Proper purpose:** The Recipient will only use and disclose Confidential Information in connection with the Purpose.
6. **Disclosure to employees etc.:** Subject to clause 3, the Recipient or the recipient of a permitted disclosure may disclose Confidential Information to its related parties, employees, service providers, agents and professional advisers, provided that:
  - (a) such persons have a legitimate need to receive the Confidential Information in connection with the Purpose; and

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- (b) such persons are subject to obligations of confidentiality similar to those in this Agreement. To avoid doubt, this includes employment agreements and terms of engagement that include obligations of confidentiality.
7. **Other permitted disclosures:** The Recipient may also disclose Confidential Information:
- (a) if the Owner gives express consent to the disclosure;
  - (b) if the Confidential Information becomes generally known (other than due to breach of this Agreement);
  - (c) if the disclosure is required or permitted by law;
  - (d) to any public sector agency, subject to a requirement that the public sector agency not to further disclose the Confidential Information other than as permitted by clauses 6 and 7 of this Agreement; or
  - (e) to any other entity that LINZ considers appropriate, subject to a requirement that that entity does not use the Confidential Information for commercial purposes or further disclose the Confidential Information. LINZ will notify the Territorial Authority by email of its decision to disclose information in reliance on this clause and, except in the case of a genuine emergency (in LINZ's reasonable opinion), will only effect the disclosure after a two-week period has passed.
- 7A. **Open data licencing:** if the Territorial Authority has selected the 'open data' licence option, then clauses 3-7 will not apply (or, per clause 16, persist). Rather, all information supplied to LINZ is licenced to LINZ on a worldwide, royalty-free, non-exclusive, irrevocable basis. The Territorial Authority agrees that LINZ may make any information supplied to it available to any entity that LINZ considers appropriate or may further distribute the information to other parties or the public under an open data licence of LINZ's choice (such as the LINZ Licence for Personal Data, which is based on CC BY).
8. **No warranty:** Neither of us warrants that any information we share will meet the requirements of the other. While we each agree to take due care to ensure that the information we share is complete and correct, neither of us assumes any responsibility or liability under this Agreement for the use of our shared information by the other.
9. **No obligation to disclose:** other than the disclosure of Territorial Authority's DVR provided for by clause 2, this Agreement does not create any obligation on either of us to disclose any particular kind or quantity of information to the other.
10. **No partnership:** Each of us is working independently. This Agreement is not intended to create any kind of partnership, joint venture or other business entity

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between us. Sharing information does not oblige either of us to enter into any further business arrangement.

11. **Consideration:** In consideration for the Territorial Authority entering into this Agreement, LINZ will pay the Territorial Authority a one-time fee of ten cents (\$0.10) plus GST if demanded for the supply of the DVR.
12. **Costs:** We will each pay our own costs in connection with this Agreement.
13. **Force majeure:** Neither of us will be liable for any acts or omissions arising from any cause beyond our reasonable control.
14. **Amendments:** Any change to this Agreement may only be made where both of us agree in writing.
15. **Commencement and Termination:** This agreement comes into effect when signed by both parties. Either of us may terminate this Agreement by giving 60 days' written notice to the other
16. **Survival:** The obligations of confidentiality in this Agreement survive its termination. LINZ's right to use the information supplied by the Territorial Authority before termination continues in perpetuity and the Territorial Authority's DVR will remain part of the National DVR dataset used and supplied by LINZ.
17. **Mutual warranties:** We each warrant that we have full power and authority to enter into and perform our obligations under this Agreement which, when signed, will constitute binding obligations on each of us.
18. **Limitation of liability:** Any claim by a territorial authority against LINZ in respect of this agreement is limited to direct and foreseeable losses, and subject to a maximum cap of \$10,000.
19. **Disputes:** If we have a dispute regarding this Agreement or the services, we both agree to make good faith efforts to resolve any dispute by negotiation. If we can't agree, either of us can refer the dispute to arbitration under the Arbitration Act 1996. The arbitrator will be selected by the President of the Arbitrators' and Mediators' Institute of New Zealand unless we both agree on an arbitrator.
20. **Governing law:** This Agreement is governed by New Zealand law and we both agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

### Signed for Land Information New Zealand

by:



on: 04/03/2021

Rebecca McAtamney, Group Manager Addressing & Properties

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### Schedule 1: DVR Data

The data is primarily as described in the Rating Valuations Rules 2008 (the **Rules**): version date 1 October 2010. As at the time of this Agreement, the Rules could be found at the link below:

[https://www.linz.govt.nz/system/files\\_force/media/regulatory-documents/30300-Rating%20Valuations%20Rules%202008-%20version%20date%201%20October%202010%20-%20LINZS30300\\_0.pdf?download=1](https://www.linz.govt.nz/system/files_force/media/regulatory-documents/30300-Rating%20Valuations%20Rules%202008-%20version%20date%201%20October%202010%20-%20LINZS30300_0.pdf?download=1)

Specifically, the data sought is that contained in the current

- Property audit file (Appendix A.1, p 34 of the Rules – Version 1 October 2010) and
- Sales audit file (Appendix A.2, p 37 of the Rules – Version 1 October 2010)
- Any subsequent changes to the Rating Valuation Rules 2008 that modifies the above.

Further:

- 1) no fields should be truncated – for example the Legal Description field should expand to accommodate all data present in the source data; and
- 2) All Title references that form a rating unit should be included, either in a separate table that for each Valref lists all the associated Title references, or in the Certificate of Title field (in which case the field should expand to accommodate the additional data); and
- 3) personal information (as defined by the Privacy Act 1993) must be excluded and kept Confidential. This includes any field beginning with “Ratepayer”, “Owner”, “Vendor” or “Purchaser”.

**Current** means that the Territorial Authority provides LINZ a file at least once every seven days. The supplied file must include any changes to the data which occurred in that period.

The Territorial Authority and LINZ may from time to time elect to exchange data other than that specified above. That data or its use is not subject to this Agreement.

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### Schedule 2 – Data Delivery

If the data supply method selected on page one is EDE+ file format via a daily email:

The Territorial Authority will supply the Data in the EDE+ file format, via a daily email to:

ede-plus@blackhole.marscloud.co.nz (or such other address as notified by LINZ to the Territorial Authority from time to time)

LINZ (or agents thereof) will import the Data from that location.

If the data supply method selected on page one is delimited text file format via LINZ SFTP:

The Territorial Authority will upload the Data to the location provided by LINZ and LINZ (or agents thereof) will import the Data from that location.

The Council will supply the Data in a delimited text file format (for example, .csv, pipe-delimited).

If the data supply method selected on page one is delimited text file format via SFTP:

The Territorial Authority will upload the Data to the location set out on page one and LINZ (or agents thereof) will import the Data from that location.

The Council will supply the Data in a delimited text file format (for example, .csv, pipe-delimited).

If the data supply method selected on page one is alternative format/method as agreed with LINZ, then the Territorial Authority will supply the data in that format and in accordance with that method.

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### **Schedule 3 – Delivery Timeframe**

Territorial Authority will supply the Data:

- (1) Within 1 month of the Commencement Date; and then
- (2) A daily/weekly update at a time most suitable to the Territorial Authority's own processes.

Once the Territorial Authority's schedule has been established, LINZ will;

- a. connect the data with data from other sources - predominantly the LDS and
- b. collate the Data with data from other territorial authorities and;
- c. make it available as soon as practicable via the Website.

This is estimated to be approximately 6 – 8 weeks after the first data is received by LINZ.