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**NEW ZEALAND POLICE**

**AND**

**AUROR LIMITED**

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**Auror.**



**AGREEMENT** dated 13 August 2018

**PARTIES**

- (1) **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the Commissioner of Police ("**Police**")
  
- (2) **AUROR LIMITED** of 32 Nikau Street, Eden Terrace, Auckland 2021 ("**Auror**")

**BACKGROUND**

A Auror has developed a crime intelligence platform that helps Police and the community work together to prevent and solve crime. [REDACTED]  
[REDACTED]. Auror will provide Businesses and Police with access to the Auror Platform for the purposes of reporting, informing, preventing, and reducing crime.

B The purpose of this Agreement is to:

- Share information amongst Businesses and with Police to prevent crime and reduce victimisation.
- [REDACTED].
- Empower Businesses to prevent crime.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Enhance community safety outcomes.

C This Agreement sets out the terms upon which Auror will make available the Platform and provide the Services to Police and comprises the following Commercial Terms and the Standard Terms and Conditions set out in Schedule 1.

**Commercial Terms**

<b>Customer</b>	New Zealand Police
<b>Commencement Date</b>	[REDACTED]
<b>Initial Term</b>	[REDACTED]
<b>Renewal Term</b>	Police may extend the term of this Agreement for [REDACTED] by mutual agreement with Auror in writing ( <i>Renewal Term</i> ), such agreement not to be unreasonably withheld.
<b>Territory</b>	New Zealand
<b>Platform Functionality</b>	<p>[REDACTED]</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• Ability for Businesses to share information to prevent crime.</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul> <p>[REDACTED]</p>
<b>Police Support</b>	<p>Police will provide the following assistance to Auror:</p> <ul style="list-style-type: none"> <li>• Allow for the online reporting of retail crimes from Businesses to Police via the Platform.</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• Provide an Executive sponsor to meet with Auror quarterly [REDACTED]</li> <li>• As appropriate make decisions and give approvals reasonably required by Auror to enable delivery of this Agreement. Police will use reasonable efforts to make or give all decisions and approvals within reasonable timeframes.</li> </ul>
<b>Fees</b>	<p><b>Platform Access Fee:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> </ul>

	<p>[REDACTED]</p>
<b>Support</b>	<p>Auror will provide [REDACTED]</p> <p>[REDACTED]</p> <p>Support phone: [REDACTED]</p> <p>Support email address: [REDACTED]</p> <p>[REDACTED]</p>
<b>Key Contacts</b>	<p><b>Auror:</b></p> <p><b>Key Contact Person:</b> [REDACTED]</p> <p><b>Administration and Invoicing:</b> [REDACTED]</p> <p><b>Support and Technical Assistance:</b> [REDACTED]</p> <hr/> <p><b>Police:</b></p> <p><b>Key Contact Person:</b> [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

**SIGNED**

For **THE SOVEREIGN IN RIGHT OF NEW ZEALAND** acting by and through the **COMMISSIONER OF POLICE** or his or her authorised delegate:

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

For **AUROR LIMITED:**

Signature: [REDACTED]

Name: [REDACTED]

Position: [REDACTED]

Date: [REDACTED]

## SCHEDULE 1 – STANDARD TERMS & CONDITIONS

It is agreed as follows.

### 1 Contract Administration

- (a) In the event of a conflict, inconsistency or ambiguity between any provisions or parts of this Agreement, the provisions will prevail in the following decreasing order of precedence:
  - (i) the provisions of the Commercial Terms; and
  - (ii) the remaining provisions of this Agreement.

### 2 General Conduct

Both parties agree to:

- (a) act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other;
- (b) discuss matters affecting this Agreement or the delivery of the Services, whenever necessary;
- (c) notify each other immediately of any actual or anticipated issues that could:
  - (i) significantly impact on the Services or the Charges; or
  - (ii) receive media attention;
- (d) be responsible for the actions of its Personnel and ensure that Personnel adhere to the terms of this Agreement;
- (e) record any changes to this Agreement in writing and be signed by both parties, which may be executed through an exchange of emails where the authors have delegated authority to approve.
- (f) not publicly display (including posting on websites or social networking sites) objectionable or derogatory comments about the services provided under this Agreement, this Agreement, or each other, and to ensure that its Personnel do not do so; and
- (g) comply with all applicable laws and regulations.

### 3 Access to Platform

- (a) 
- (b) Auror will provide Police with login credentials for each User.
- (c) Auror must respond promptly, accurately and adequately within reason to any request for information made by Police in relation to this Agreement, including for the purpose of enabling Police to comply with its internal and external reporting and accountability obligations.
- (d) Auror must create and maintain full, accurate and accessible records relating to the provision of the Services and the Charges charged under this Agreement, to the standards required under the Public Records Act 2005.
- (e) 
- (f) Police must not, and must procure that each User must not, access the Platform using login credentials that have not been specifically allocated to the Registered User by Auror to Police.
- (g) Police must, except as required by law, maintain the confidentiality of all login information and must immediately notify Auror of any suspected or actual unauthorised use of the login credentials.
- (h) Police is responsible for any and all activities that occur under Police's account(s) for the Platform, whether or not authorised by Police, including any action or inaction taken as a result of information provided via the Platform.
- (i) Audit:
  - (i) At Police's request, Auror must allow Police (or an independent auditor nominated by Police) to conduct audits of Auror's compliance with this Agreement.
  - (ii) Without limiting clause 3(j)(i), Auror must co-operate in a timely manner in relation to any audit undertaken in accordance with this clause 3(j), including promptly providing Police or the auditor (as the case may be) with reasonable access and assistance in respect of any audit, including reasonable access to Auror, its Personnel, and the facilities, records and resources which are owned by Auror and used in the provision of the Platform and the Services.
  - (iii) Police or the auditor (as the case may be) may make copies of any records or other information acquired by it for the purposes of any audit undertaken in accordance with this clause 3(j).
- (j) Auror is an independent contractor to Police and is not an employee of Police.
- (k) Auror must not enter into any agreement or arrangement that will, or is likely to:
  - (i) prejudice Auror's ability to meet its obligations under this Agreement; or
  - (ii) create a conflict of interest for Auror.

#### 4 Registered Users

(a) Only Registered Users may access and use the Platform.

(b) Police may request that Auror add, replace or remove Police Registered Users by written notice to Auror. [REDACTED]

(c) [REDACTED]

#### 5 Auror Materials

(a) **(ownership)** [REDACTED]

(b) **(licence)** Auror grants to Police a non-transferable and non-exclusive licence in the Territory for the Term to use the Auror Materials for the Permitted Purpose.

(c) [REDACTED]

#### 6 Use of Auror Materials

Police must, and must procure that its Police Registered Users must:

(a) not use the Auror Materials for any unlawful purpose;

(b) not sell, grant a sub-licence of, or reproduce, the Auror Materials without Auror's prior written consent;

(c) not copy the Auror Materials except where such copying is incidental to the normal use of the Platform for the Permitted Purpose;

(d) not use the Platform in a way that could damage, disable, overburden, impair or compromise Auror's systems or security or interfere with other Registered Users;

(e) not, except as contemplated by this Agreement, collect or harvest any information or data, or attempt to decipher any transmissions to or from the Platform or services used by Auror; and

(f) not reverse disassemble, decompile or reverse engineer, or directly or indirectly allow or cause a third party to disassemble, decompile or reverse engineer the whole or any part of the Platform, or any locking or security device used or supplied with the Platform, or otherwise attempt or allow any other party to attempt to obtain the algorithms by which the Platform perform its functions.

#### 7 Updates

#### 8 Technical Assistance

(a) Auror may provide technical assistance and training services to Police Registered Users at its discretion and must provide the Support set out in the Commercial Terms.

(b) [REDACTED]

(c) Police will abide by the minimum technical and system requirements outlined by Auror, acting reasonably, and will be responsible for whitelisting any websites required for the Platform to function.

#### 9 Intellectual Property Rights

##### 9.1 Brand Marks

(a) **(ownership)** [REDACTED]

(b) **(licence)** Each party (the "first party") grants to the other party a non-transferable and non-exclusive licence in the Territory for the Term to use the first party's Brand Marks for the purposes of performing its obligations and exercising its rights under this Agreement.

(c) Auror may use Police's logo and name on the Website or the Platform marketing materials on agreement by both parties and in accordance with any Police brand guidelines notified by Police to Auror in writing from time to time provided Police approves the use of its logo and name in each case, such approval not to be unreasonably withheld. Auror may also use any testimonials provided by Police Registered Users.

(d) Police will provide reasonable assistance to Auror with case studies regarding Police's involvement with Auror and successful uses of the Platform, including with other law enforcement agencies.

(e) Public references to this Agreement and the relationship between Auror and Police will be undertaken using the word "Partnership" or "Partner".

9.2 Auror warrants that the Platform, the Services and the Auror Materials and Police's use of them in accordance with this Agreement will not infringe the Intellectual Property Rights of any third party.

## 10 Privacy

- (a) Each of Auror and Police must comply with the Privacy Act and any other applicable Privacy Laws, in respect of any Personal Information that:
- (i) one party discloses to the other party; or
  - (ii) comes into the possession or control of a party by any means, including through the use of the Platform.
- (b) If Police becomes aware during the Term that any data is inaccurate or out of date, it must use all reasonable endeavours to notify Auror or update that data on the Platform.
- (c) Auror must not transfer Police Data outside New Zealand except with the prior written consent of Police. Any transfer of Police Data outside of New Zealand must be in accordance with the Privacy Act.
- (d) As at the date of this Agreement, Auror is [REDACTED], which complies with the Privacy Act.

## 11 Confidential Information

- (a) Subject to clause 11(b), a party must not disclose, or use for a purpose other than as contemplated by this Agreement, information that:
- (i) is by its nature confidential;
  - (ii) is marked by either party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence';
  - (iii) is provided by either party or a third party 'in confidence';
  - (iv) either party knows or ought to know is confidential, or
  - (v) is of a sensitive nature or commercially sensitive to either party.
- (b) Each party confirms that it has adequate security measures to safeguard the other party's Confidential Information from unauthorised access or use by third parties, and that it will not use or disclose the other party's Confidential Information to any person or organisation other than:
- (i) to the extent that use or disclosure is necessary for the purposes of providing the services or in the case of Police using the Services;
  - (ii) if the other party gives prior written approval to the use or disclosure;
  - (iii) if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers or parliamentary convention; or
  - (iv) if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

## 12 Termination

- (a) **(for cause)** Subject to clause 12(b), either party may terminate this Agreement with immediate effect by giving written notice to the other party at any time if the other party breaches any warranty or any other provision of this Agreement which is incapable of being remedied, or where the breach is capable of being remedied, but the party fails to remedy the breach within [REDACTED]
- (b) **(termination for failure to comply with restrictions)** Without limiting clause 12.1(a), Auror may [REDACTED]
- (c) [REDACTED]

## 13 Consequences of termination

- (a) On termination of this Agreement for any reason, Police will lose all right to use the Auror Materials, and must immediately delete all copies of the Platform, discontinue (and procure that Registered Users discontinue) using and accessing the Auror Materials and return to Auror any Associated Documentation supplied under this Agreement.
- (b) On Auror's request, Police must procure one of its officers to certify to Auror that all copies of the Auror Materials have been returned, deleted or destroyed as required under this clause.
- (c) Police must, [REDACTED] pay to Auror any fees incurred and/or owing under the Agreement up to and including the date of termination or expiry except to the extent the payment is disputed in accordance with clause 16.1(b).

## 14 Accrued rights and remedies and survival

Termination or expiry of this Agreement does not affect the rights and obligations of the parties accrued up to and including the date of termination. Without limiting any other provision of this Agreement, clauses 5 (Use of Auror Materials), 9 (Intellectual Property Rights), 10 (Privacy), 11 (Consequences of termination), this clause 14 (Accrued rights and remedies and survival), 15 (Disclaimer), and any other clauses which should by their nature survive termination of this agreement, survive termination or expiration of this Agreement for any reason.

**15 Auror Personnel**

Auror will:

- (a) comply with the Standards of Integrity and Conduct issued by the State Services Commission (see www.ssc.govt.nz) and any other relevant codes of conduct notified by Police to Auror from time to time;
- (b) must ensure that all its Personnel comply with the terms of this Agreement; and
- (c) not employ any person or contractor to perform its obligations under this Agreement who is not prepared to undergo and pass a security check by Police or to Police's reasonable satisfaction.

**16 Dispute Resolution**

**16.1 Resolving disputes**

The parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement.

- (a) The following process will apply to disputes:
  - (i) a party must notify the other if it considers a matter is in dispute.
  - (ii) the Contract Managers will attempt to resolve the dispute through direct negotiation
  - (iii) if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the parties' senior managers for resolution, and
  - (iv) if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- (b) **Dispute over invoice**
  - (i) If Police disputes in good faith the whole or any portion of any Valid Tax Invoice, Police will pay the portion of the Valid Tax Invoice that is not in dispute, but may withhold payment of the disputed portion until the dispute is resolved following the procedure set out in clause 16.1.
  - (ii) Police will provide Auror with reasons for its dispute of the Invoice (or part thereof) and such notification shall serve as a notice of dispute,
- (c) If a dispute is referred to mediation, the mediation will be conducted:
  - (i) by a single mediator agreed by the parties or if they cannot agree, appointed by the Chair of the Resolution Institute.
  - (ii) on the terms of the Resolution Institute standard mediation agreement or rules, as applicable, and
  - (iii) at a fee to be agreed by the parties or if they cannot agree, at a fee determined by the Chair of the Resolution Institute.
- (d) Each party will pay its own costs of mediation or alternative dispute resolution under this clause 16.

**16.2 Obligations during a dispute**

- (a) If there is a dispute, each party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.

**16.3 Taking court action**

- (a) Each party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 16.1, unless court action is necessary to preserve a party's rights.

**17 Disclaimer**

Police agrees and acknowledges that, to the extent permitted by Law, Auror:

- (a) [Redacted]
- (b) [Redacted]
- (c) [Redacted]

**18 Limitation of liability**

- (a) [Redacted]
- (b) To the maximum extent permitted by law, the maximum total liability of Police under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if all Services had been provided in accordance with this Agreement, with the exception of breach of Confidential Information which has unlimited liability.
- (c) To the maximum extent permitted by law, the maximum total liability of Auror under or in connection with this Agreement whether arising in contract, tort (including negligence) or otherwise is the total amount which would be payable under this Agreement if all Services had

been provided in accordance with this Agreement, with the exception of breach of Confidential Information and breach of Intellectual Property [REDACTED]

## 19 Assignment

- (a) Auror may transfer, assign, charge, sub-contract or otherwise deal with an Agreement, or any of its rights or obligations arising under it, at any time during the term of the Agreement provided it has Police's written consent, such consent not to be unreasonably withheld.

## 20 General

- (a) **(Amendment)** This Agreement may be amended only by another agreement executed by all the parties.
- (b) **(Waiver)** No failure to exercise or delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.
- (c) **(Remedies cumulative)** The rights, powers and remedies provided to a party in this Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity or any agreement.
- (d) **(Severability)** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.
- (e) **(Notices)** Any notice to be given under this Agreement must be in writing and hand delivered or sent by email or post to the parties' respective addresses as set out in the Commercial Terms under Key Contacts. Any notice is deemed to be received:
- (i) if personally delivered, when delivered;
  - (ii) if posted, three Business Days after posting; or
  - (iii) if sent by email, one hour after sending. If the notice is a notice of termination, a copy of that email must be immediately personally delivered to the Chief Executive or equivalent officer of the other party at the other party's last known physical address.
  - (iv) Any notice received after 5pm or on a day which is not a Business Day is deemed not to have been received until the next Business Day.

## 21 Definitions and Interpretation

### 21.1 Definitions

The following definitions apply unless the context requires otherwise.

**Associated Documentation** means the documentation and/or other guides and printed materials made available to Police by Auror from time to time for the Permitted Purpose.

**Auror Marks** means the brands, trademarks, designs, logos or names of Auror.

**Auror Materials** means the Platform and the Associated Documentation.

**Brand Marks** means Auror Marks or Police Marks, as applicable.

**Business Day** means a weekday on which banks are open in Auckland, New Zealand.

**Businesses** means [REDACTED]

**Business Registered Users** means [REDACTED]

**Charges** means the fees set out in the Commercial Terms.

**Claim** means, in relation to a party, a demand, claim, action or proceeding made or brought by or against the party, however arising and whether present, unascertained, immediate, future or contingent.

**Confidential Information** means all information of a confidential nature, in any form whether tangible or not and whether visible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this Agreement and includes, without limitation, any information and material concerning the contractual or commercial dealings, financial details, products or services (current or proposed) of Police, employees, internal policy, the Intellectual Property Rights of a party or dealings under this Agreement, and includes the Police Data.

**Consequential Loss** means any:

- (a) loss of profits, loss of revenue, loss of data, loss of or damage to reputation, loss of or damage to goodwill, loss of business opportunities (including opportunities to enter into or complete arrangements with third parties), loss of management time, damage to credit rating, or loss of business; and
- (b) any loss, not arising naturally (that is according to the usual course of things), from the relevant breach, whether or not such loss is reasonably supposed to have been in the contemplation of both parties, at the time they made the Agreement, as the probable result of the relevant breach.

**Data** means any data [REDACTED] Data does not include Police Data.

[REDACTED]

**Feedback** means any feedback provided by Police to Auror, including suggestions, ideas, information, comments, process descriptions or other information.

**Intellectual Property Rights** means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of

these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

**Law** means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct, writs, orders, injunctions and judgments.

**Loss** means any claim, loss liability, cost or expense (including legal expenses on a full indemnity basis).

**Permitted Purpose** means [REDACTED]

**Personal Information** means "personal information" as defined in the Privacy Act and any other information relating to individuals that is subject to the operation of the Privacy Laws that either party has collected, received or otherwise has access to in connection with this Agreement.

**Personnel** means in respect of a person any employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any sub-contractors.

**Platform** means [REDACTED]

**Police Data** means all information relating to Police, its business strategies, marketing plans, facilities, systems, technologies, and Police personnel's data such as names, QIDs (logons) etc. that can be used when completing the National User Reports.

**Police Marks** means the brands, trademarks, designs, logos or names of Police

**Privacy Act** means the *Privacy Act 1993*.

**Privacy Law** means:

- (a) the Privacy Act and its related Information Privacy Principles;
- (b) any applicable legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
- (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a Government Agency under an instrument identified in paragraphs (a), (b) or (c),

as amended from time to time.

**Police Registered User** means [REDACTED]

**Registered Users** means [REDACTED]

**Services** means the services described in this Agreement to be provided by Auror.

**Term** means the Initial Term and, where applicable, any applicable Renewal Term.

**Territory** means the territory or territories set out in the Commercial Terms.

**Update** means any update or upgrade to the Auror Materials issued by Auror from time to time.

**Website** means the website at the domain [www.auror.co](http://www.auror.co) or any other website owned or operated by Auror, and includes any mobile/tablet versions of that website and any mobile/tablet or desktop applications.