**Business Connect**

**End User Terms**

 **Agreement** dated **XX** day of **Month and Year**

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| **Between** | The Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation and Employment (or his or her authorised delegate) ("**MBIE**") |
|  | The Sovereign in Right of New Zealand acting by and through XX (or his or her authorised delegate)("**User Organisation**") |

**Introduction**

These Business Connect End User Terms (“**Terms**”) set out the terms and conditions on which MBIE makes available Business Connect for use by the User Organisation. In using Business Connect, the User Organisation agrees to comply with these Terms. These Terms commence and take effect as from the date signed by both MBIE and the User Organisation, and will continue until terminated in accordance with its terms (the “**Duration**”). Unless the parties expressly agree otherwise in writing, these Terms supersede all previous terms or agreements between MBIE and the User Organisation in relation to use of Business Connect.

**About Business Connect**

1. Business Connect is an online platform that businesses ("**Customers**") can use to apply for, manage and renew licences, permits and registrations from different government agencies, in one place. Government agencies granted access to Business Connect for this purpose (including the User Organisation) are “**Organisations**”. Customers can send their information to Organisations via Business Connect, and Organisations must ensure they collect and use the information in accordance with law and any permissions given by Customers. Organisations’ relationships with Customers and use of Customer information will be governed by any terms (or law applying) between the Organisation and Customers, independent of MBIE. Further information about Business Connect, including the current services offered on Business Connect, is contained in the Services Catalogue (a current copy of which is provided to you in conjunction with these Terms).
2. Business Connect is provided by MBIE with help of its supplier, Datacom Systems Limited ("**Datacom**"), under a contract in place between Datacom and MBIE ("**Datacom Agreement**"). MBIE manages the Datacom Agreement and funds Datacom's ongoing provision of Business Connect, including any developments and/or enhancements to Business Connect from time to time to add new "services" to Business Connect.

**Use and availability of Business Connect**

1. MBIE will make Business Connect available for use by the User Organisation for the Duration, subject to these Terms. For this purpose, “use” means access to information sent by Customers via Business Connect, in the manner specified in the Business Connect “Product Overview” or such similar document made available by Business Connect to the User Organisation from time to time (**Product Overview**) or otherwise agreed with or notified by MBIE from time to time.
2. In making Business Connect available for use by the User Organisation, MBIE will meet its responsibilities outlined in the Product Overview.
3. The User Organisation acknowledges that Business Connect is currently provided to Organisations for free, is a non-business critical service, and is normally intended to supplement (and not replace) the User Organisation’s existing processes for collecting information from Customers. As such:
	1. Business Connect is made available only on an “as is” and “as available” basis, without warranty that Business Connect will be continuously available or error-free, that defects will be corrected, or that it will necessarily be suitable for the User Organisation’s purposes.
	2. As far as law permits, MBIE will not be liable or responsible to the User Organisation for any unavailability of, or other issues arising relating to, the User Organisation's use of (or inability to use) Business Connect, or for any loss or liabilities of the User Organisation arising (directly or indirectly) in connection with the User Organisation’s use of Business Connect, MBIE’s (or Datacom’s) acts or omissions in providing Business Connect, or these Terms (and whether the loss or liability arises in contract, tort, equity, under statute, or otherwise).
	3. If Business Connect is unavailable for use by the User Organisation at any time, or if there are any other issues with its use of Business Connect, MBIE will use reasonable endeavours to procure that such issues are resolved by Datacom in a timely manner (but this will not limit sub-clauses (a) and (b)).

**Business Connect Services Catalogue**

1. The “Services Catalogue” for Business Connect contains a description of the current services offered to the User Organisation on Business Connect. The Services Catalogue will be updated from time to time, including as services are added (and in some cases, removed). A current version of the Services Catalogue can be requested from MBIE at any time, or obtained from the “Available Services” section of the Business Connect website (see https://www.businessconnect.govt.nz/business-connect/available-services/) .
2. The User Organisation can request that MBIE develop a new service on Business Connect (including any integration between the Business Connect and the User Organisation's systems). If MBIE considers the request practicable (e.g., because there is available funding) MBIE will add the new service request to the upcoming development roadmap for Business Connect, and where desirable the parties may choose to agree terms relating to the process, scope and requirements for implementing the service within Business Connect. However, MBIE cannot guarantee any new service will be added or implemented (or within any particular time). Where any new service is implemented on Business Connect at the request of the User Organisation, the User Organisation's use of the new service will be governed by these Terms.

**Data protection and security standards**

1. MBIE will comply with its responsibilities in relation to privacy and security certification and accreditation as outlined in the Business Connect “Certification and Accreditation Summary” found in the Product Overview.
2. The User Organisation will comply with its responsibilities in relation to privacy and security (if any) as outlined in the Product Overview. In addition, the User Organisation must ensure that it has all rights and permissions necessary to collect, use and/or disclose information provided by Customers via Business Connect for the purposes to which the User Organisation will put the information, including to the extent required by the Privacy Act 2020 (“**Act**”). The User Organisation acknowledges that where any Customer information containing personal information is held in Business Connect before being transferred to the User Organisation, MBIE holds that personal information on behalf of the User Organisation for the purpose of the Act**.**
3. Without limiting clause 5, MBIE will (via its contract terms with Datacom) make reasonable endeavours to:
	1. ensure Customer and User Organisation information is used only to the extent necessary to provide the services or as otherwise agreed in writing by the parties;
	2. not copy, reproduce, sell, modify or part with possession of Customer and User Organisation information, or relay or disseminate the same to any third party, except as permitted by these Terms or as otherwise agreed in writing by the parties;
	3. maintain technical and all other reasonable safeguards to protect Customer and User Organisation information from destruction, unauthorised access, misuse or disclosure, including by implementing and maintaining adequate virus protection;
	4. where using or processing Customer and User Organisation information, use its reasonable endeavours to comply with any applicable data protection laws;
	5. ensure Datacom complies with the security requirements in the New Zealand Information Security Manual (NZISM) in helping provide Business Connect; and
	6. remedy and manage any privacy breach as soon as it becomes aware of the breach.

**User Organisation responsibilities**

1. The User Organisation will:

### use Business Connect in accordance with applicable law, and solely for its internal business purposes (in relation to obtaining and processing information from Customers relating to licences, permits and registrations);

### not do or omit to do anything which would cause MBIE to breach its obligations owed to Datacom (and any software licensor) previously notified by MBIE or in respect of which the User Organisation should reasonably be aware, in relation to Business Connect or the Datacom Agreement;

### promptly report directly to MBIE all queries, faults, failures, errors or omissions in respect of Business Connect;

### notify MBIE immediately of all claims by any third party in relation to the User Organisation's use of Business Connect.

### be responsible for ensuring that any support processes and services provided by the User Organisation to its own personnel and Customers in relation to Business Connect align to the Business Connect Support Model outlined in the Product Overview;

### comply with the responsibilities of a User Organisation as outlined in Product Overview (including the Business Connect Certification and Accreditation Summary); and

### not comment publicly on Business Connect, or these Terms, in an adverse manner or in any way that would bring Business Connect or MBIE into disrepute.

**Confidentiality**

1. Each party will keep confidential and secure all information relating to these Terms, including all information relating to the operations and affairs of the other party, and neither party shall disclose the other party's confidential information to any person, or use the other party's confidential information, other than:

### to the extent that use or disclosure is necessary for the purposes of giving effect to or exercising the rights and benefits of these Terms (which for the purpose of MBIE, may involve disclosure to Datacom, relevant third party supplier(s), government agencies and its other contractors);

### if the discloser of the information has obtained the prior written approval of the other party to the use or disclosure;

### any use or disclosure that does not identify that other party (or the User Organisation’s Customers), for example, disclosure of anonymised or aggregated data or information;

### if the use or disclosure is required by law (including under the Official Information Act 1982 or the Local Government Official Information and Meetings Act 1987), by or to Ministers, or to meet parliamentary convention; or

### in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the parties.

**Disputes resolution**

1. Where a dispute arises between MBIE and the User Organisation under or in connection with these Terms, the parties shall use all reasonable efforts to:
	1. promptly raise the matter at dispute with the other party, and meet to discuss the dispute and its resolution;
	2. use all reasonable endeavours to resolve the dispute as expeditiously and amicably as possible; and
	3. continue performing any required actions or responsibilities under these Terms (as far as possible given the nature of the dispute).

**Termination**

1. MBIE may terminate these Terms immediately by written notice to the User Organisation if the User Organisation commits a material breach of these Terms, and either the material breach is not capable of remedy or the User Organisation does not remedy that breach within 14 days of receiving MBIE's notice requiring a remedy.
2. MBIE may terminate these Terms on no less than one months' prior written notice if for any reason the Datacom Agreement expires or terminates (provided that MBIE will use reasonable endeavours to give advance notice of this to the User Organisation where practicable).
3. Either party may terminate these Terms for convenience by giving no less than three months' prior written notice to the other party.
4. The User Organisation may terminate these Terms on 7 days' notice by written notice to MBIE if the User Organisation does not accept any change made under clauses 19 or 20.
5. MBIE has no disengagement responsibilities with respect to the User Organisation, and on termination of these Terms can (without notice) remove the User Organisation's access to, and use of, Business Connect. It is the User Organisation's responsibility to ensure it has made all necessary transition and replacement arrangements prior to termination.

**Changes to these Terms and Business Connect**

1. MBIE may change or replace any of these Terms on no less than 30days’ notice of the changes ("**Notice Period**"), either notified to the User Organisation or set out on Business Connect's website (https://businessconnect.govt.nz/). Unless otherwise stated in the changes, the changes will come into effect on the next working day after the Notice Period.
2. MBIE may change any part of Business Connect, the services offered on Business Connect, and/or the Services Catalogue at any time (including by way of additions, enhancements and/or developments to Business Connect, or removal of services from Business Connect). Any material changes (such as, removal of a service from Business Connect) will be notified to the User Organisation in writing, however, no notice will be required for immaterial changes. For the purposes of this clause, immaterial changes include changes to the Services Catalogue to add a new service, or to change the scope of an existing service (where such change to an existing service does not substantively change the functionality of, or the Customer experience in relation to, the relevant existing service).
3. If the User Organisation does not accept any change made under clauses 19 or 20, the User Organisation may cease using Business Connect and terminate these Terms under clause 17. The User Organisation's continued use of Business Connect after a change made under clauses 19 or 20 will constitute acceptance of that change.
4. Without limiting clauses 19 to 21 above, from time to time MBIE may agree separate terms with the User Organisation to supplement or change these Terms.

**Status of agreement**

1. As between MBIE and any User Organisation that is a public service or non-public service department, these Terms are intended to have effect as a memorandum of understanding that does not give rise to legally enforceable obligations (the reason being that those departments are constituent parts of a single and indivisible legal entity, the Crown).
2. As between MBIE and any User Organisation that does not fall within clause 23 above, these Terms are intended to be legally binding.

**Signatures**

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| **Signed** for and on behalf of **the Sovereign in Right of New Zealand acting by and through the Chief Executive of the Ministry of Business, Innovation & Employment** by: |
|  |  |
| Signature of authorised signatory |  |
|  |  |
| Name of authorised signatory |  |
| **Signed** for and on behalf of **the Sovereign in Right of New Zealand acting by and through XX** (or his or her authorised delegate) by: |
|  |  |
| Signature of authorised signatory |  |
|  |  |
| Name of authorised signatory |  |