

Information Sharing Agreement for Sharing Permitted Information with Statistics New Zealand

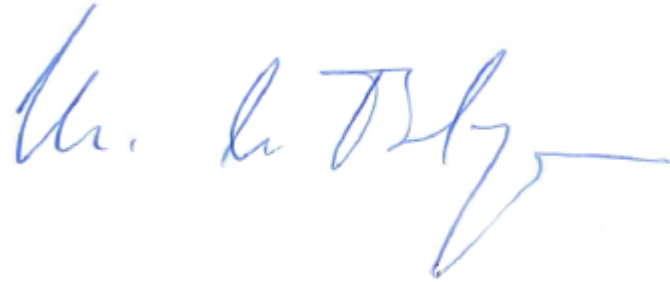
Authorised by Part 9A of the Privacy Act 1993

This Information Sharing Agreement is made under Part 9A of the Privacy Act 1993, to authorise the sharing of Permitted information under section 237 of the District Court Act 2016 and section 174 of the Senior Courts Act 2016.

Acceptance

In signing this Agreement, each party acknowledges that it has read and agrees to be bound by it.

For and on behalf of the **Ministry of Justice**



Andrew Bridgman

Secretary for Justice and Chief Executive

Ministry of Justice

Date: 14 March 2017

For and on behalf of **Statistics New Zealand**



Liz Macpherson

Government Statistician and Chief Executive

Statistics New Zealand

Date: 10 March 2017

Defined terms

1. In this Agreement, unless the context otherwise requires:

- 1.1. **Agreement** means this information sharing agreement, including any variations made by the Parties and approved by Order in Council under section 96J of the Privacy Act 1993
- 1.2. **Information Privacy Principles** means any of the information privacy principles set out in section 6 of the Privacy Act 1993.
- 1.3. **Lead agency** means the Lead agency for this agreement for the purpose of section 96H(2) of the Privacy Act 1993.
- 1.4. **Integrated Data Infrastructure (IDI)** means the information technology system provided by Statistics New Zealand comprising linked administrative data from government agencies, Statistics New Zealand surveys, and non-government organisations.
- 1.5. **Memorandum of Understanding (MOU)** means the memorandum of understanding that the Parties have entered into pursuant to this Agreement, and that sets out the operational arrangements by which the Parties may share information.
- 1.6. **Party** means a Party to this Agreement and "**Parties**" has a corresponding meaning.
- 1.7. **Permitted information** means the information described in Schedule 1 of the District Court Act 2016 and Schedule 2 of the Senior Courts Act 2016
- 1.8. **Suppressed information** means information which has been suppressed by or under a court order or any enactment.

Commencement

2. This Agreement comes into force on the date specified in the Order in Council approving it under section 96J of the Privacy Act 1993.

Parties

3. The Parties to this Agreement are:
 - 3.1. The Ministry of Justice.
 - 3.2. Statistics New Zealand.
4. The Lead agency is the Ministry of Justice.

Objectives and purpose

5. The objectives of this Agreement are:
 - 5.1. To provide a framework that supports the secure sharing of Permitted information by the Ministry of Justice with Statistics New Zealand.
 - 5.2. To support research within the Integrated Data Infrastructure at Statistics New Zealand.
6. The purposes of this Agreement are:
 - 6.1. To enable Statistics New Zealand to collect Permitted information under the Statistics Act 1975.
 - 6.2. To enable the use of that Permitted information to produce official statistics and research. The official statistics and research produced will be subject to the requirements of the Statistics Act 1975 and accordingly will not identify any individual without their consent.

Public services to be facilitated under this Agreement

7. The public services that this Agreement is intended to facilitate are:
 - 7.1. Research using the Integrated Data Infrastructure (IDI) or otherwise permitted under the Statistics Act 1975.
 - 7.2. Production of official statistics by Statistics New Zealand.

Principles

8. The following principles apply to the operation of this Agreement:
 - 8.1. The Ministry of Justice will share Permitted information with Statistics New Zealand as allowed under the District Court Act 2016 and the Senior Courts Act 2016 having regard to the principles and protections set out in the Privacy Act 1993.

- 8.2. Data shared under this agreement will once collected by Statistics New Zealand be subject to the process and confidentiality requirements of the Statistics Act 1975 and only be used for statistical and research purposes.

The personal information that may be shared under this Agreement

9. The Ministry of Justice may share Permitted information for the purposes set out in clause 6.
10. The Permitted information to be shared includes the following personal information:
 - 10.1. Information about people who have faced criminal charges in the District Court or High Court, including details of the case and its outcomes.
 - 10.2. Information that a person has been subject to a protection order, restraining order, extended supervision order, non-contact order, or public protection order.
11. The Ministry of Justice may not share any Permitted information which is Suppressed information.

Modification of Information Privacy Principles

12. This Agreement does not modify any of the Information Privacy Principles.

Overview of operational details

13. The information sharing will involve the following high level steps:
 - 13.1. Permitted information will be extracted from the relevant court and Ministry information systems by Ministry of Justice staff and prepared for transfer.
 - 13.2. Permitted information will be securely transferred to Statistics New Zealand.
 - 13.3. The Permitted information supplied to Statistics New Zealand will be processed and linked to other personal information within the IDI.
 - 13.4. Researchers will be able to access the Permitted information if access is granted to them by Statistics New Zealand.
 - 13.5. Statistics New Zealand may also use the Permitted information for the production of official statistics.
14. Operational details will be included in the MOU, rather than in this agreement, as they may need to be regularly updated over time and relate to matters that are appropriate for the Parties to manage internally within their respective organisations.

Safeguards to protect privacy

15. The Parties will:

- 15.1. Create a Memorandum of Understanding (MOU) which details roles and responsibilities of each Party for the data sharing under this Agreement.
- 15.2. Ensure careful design and implementation of the extract process to ensure that only Permitted information, and no Suppressed information, is shared.
- 15.3. Develop detailed plans for responding if a mistake is made.
- 15.4. Ensure data is transferred to Statistics New Zealand via secure mechanisms that are consistent with the requirements of the New Zealand Information Security Manual (NZISM). Mechanisms will be reviewed and updated when the NZISM, or any new equivalent manual, is updated.
- 15.5. Audit access to the data.
- 15.6. Maintain the existing strong privacy controls in relation to external access to data for research purposes at Statistics New Zealand. These include:
 - Only a small number of Statistics New Zealand staff have access to the raw data which is processed and linked to other personal information within the IDI.
 - Research is subject to strict controls required of or established by the Government Statistician under the Statistics Act 1975. These include the following:
 - Only approved researchers are able to access data held by Statistics New Zealand.
 - Research projects must be approved to ensure that research is in relation to a matter of public interest.
 - Researchers only get access to the data needed for their projects.
 - Identifying details such as names, exact dates of birth, and unique identifiers are not available to researchers.
 - All outputs from research are checked before release. Strict confidentiality rules are applied to ensure that people cannot be identified.
- 15.7. Regularly report on the operation of the Agreement as required by section 96S(1)(b) of the Privacy Act 1993.

Adverse actions

16. No action will be taken in respect of any identifiable individual as a result of their information being shared under this Agreement.

Viewing this document

17. This document is available to the public online at www.justice.govt.nz and at the Ministry of Justice, 19 Aitken St, Thorndon, Wellington.

Assistance statement

18. Both Parties will nominate a person who is responsible for receiving complaints about any interference with privacy connected with the operation of the Agreement.
19. Both Parties must ensure that at all times they have a complaints procedure that provides for:
 - 19.1. The acknowledgement of the receipt of the complaint,
 - 19.2. The provision of information about any internal and external complaints procedures,
 - 19.3. The investigation of complaints,
 - 19.4. Reporting the results of the investigation to the complainant, and any actions that will be taken as a result of that investigation; and
 - 19.5. Providing the complainant with information about their right to complain to the Privacy Commissioner.
20. Both Parties will provide any reasonable assistance that is necessary in the circumstances to allow the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy to determine the Party against which the complaint should be made.

Breaches

21. If either Party has reasonable cause to believe that any breach of any provision in this Agreement has occurred, or may occur, they shall comply with the Office of the Privacy Commissioner's Privacy Breach Guidelines where relevant. They shall also notify the other Party.
22. Both Parties shall ensure that reasonable assistance is provided to the other Party in connection with all inspections and investigations. The investigating Party will ensure that the other Party, and if appropriate the Privacy Commissioner and the Government Chief Privacy Officer, are kept informed of any developments.

Dispute resolution

23. Should any dispute or differences relating to the interpretation or application of this Agreement arise the Parties will meet in good faith with a view to resolving the dispute or difference as quickly as possible.
24. If the Parties are unable to resolve any dispute within 60 days, the matter shall be referred to the Chief Executives of the Ministry of Justice and Statistics New Zealand or their delegated representatives for resolution.
25. Both Parties shall continue to fully comply with their obligations under this agreement despite the existence of any dispute.

Review of this agreement

26. As the Lead Agency, the Ministry of Justice shall conduct annual reviews of the operation of this Agreement. The results of the review will be included in the Ministry's Annual Report.

27. Statistics New Zealand will co-operate with the Ministry of Justice in any review and will take all reasonable actions to make the necessary resources available.

Variations

28. Variations to this Agreement will be made in accordance with section 96V of the Privacy Act 1993.

29. If Section 96V (5) of the Privacy Act 1993 applies, amendments to the Agreement may be made by agreement between the Parties.

30. If Section 96V (5) of the Privacy Act 1993 does not apply, no variation has effect until the Agreement as amended is approved by Order in Council under section 96J of that Act.

Costs

31. Each party shall bear its own costs of meeting its obligations under this Agreement.

Termination

32. The Agreement shall continue in force until the Parties agree to terminate the Agreement or the Order in Council approving it under section 96J of that Act is earlier revoked.