

Death Information Sharing Agreement

For the purpose of facilitating access to information about deaths.

Information Sharing Agreement

This Agreement is established under subpart 1 of Part 7 of the Privacy Act 2020 to enable the Parties to share information about deaths.

This Agreement assists with the provision of public services by facilitating access to accurate Death Information and Overseas Death Information for Organisations. It also provides for updating records about individuals associated with the deceased individual so that their records are also accurate. Parties to this Agreement may take subsequent actions based on the update of records relating to the deceased individual or associated persons, such as the granting of benefits or entitlements.

This Agreement will ensure that personal information records held in Organisations databases or lists in electronic formats are updated from information held by the Registrar-General when the individual in question has died. This will have a number of benefits including:

- Organisations having ready access to an authoritative source of registered death information in New Zealand from the Death Register. Other information currently available to Agencies may not be sufficient to clearly identify the correct individual, so having this new information avoids the risk of services and communications to a living individual being incorrectly discontinued;
- Organisations not having to approach the survivors of the deceased individual to require them to provide information and/or a death certificate and thus placing an additional burden on people already dealing with complex issues following the death;
- Avoiding the risk that incorrect or false information may be provided to an Organisation;
- Organisations being aware of the death, so that whānau of the deceased individual do not receive official correspondence, subscription reminders, or invoices for charges which may cause significant upset or distress to the deceased's family; and
- Organisations being able to take actions once they are aware that the individual has died, such as beginning the process to pay out an entitlement to the estate of the deceased individual, dealing with insurance, paying or changing social welfare or other benefits to survivors or changing accounts for survivors.

This Agreement replaces the following agreements, which will be revoked once this Agreement is fully operational including the existence of operational procedures to share the required information:

- Agreement to provide birth and death information (Mortality Review Committees);
- AIA Services NZ Limited Information Supply Agreement;
- Cigna Insurance Limited Information Sharing Agreement;
- Domain Name Commission Information Supply Agreement;
- Forsyth Barr Limited Information Supply Agreement;
- Government Superannuation Fund Information Matching Agreement;
- Māori Trustee / Te Tumu Paeroa Information Sharing Agreement;
- Massey University Information Sharing Agreement;
- MyTrove Information Sharing Agreement;
- National Provident Fund Information Matching Agreement;
- New Zealand Marketing Association Limited Information Sharing Agreement;
- University of Auckland Information Sharing Agreement;

- University of Waikato Information Sharing Agreement;
- Westpac New Zealand Limited Information Supply Agreement.

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1. Defined terms

Term	Definition
Added Party	A member of a class of agency specified in clause 3 that becomes a Party.
Adverse Action	Any action that may adversely affect the rights, benefits, obligations, or interests of any specific individual.
Agency	As defined in section 7(1) of the Privacy Act 2020.
Authorisation	A licence, permit, certificate, or other authorisation (whether issued under legislation or otherwise).
Agreement	This information sharing agreement, which is approved by the Privacy (Information Sharing Agreement Facilitating Access to Information about Death) Order 2022, including any amendment made by the Parties.
API	Application Programming Interface.
Approved Information Sharing Agreement (AISA)	An information sharing agreement approved by an Order in Council that is for the time being in force.
BDMRR Act	The Births, Deaths, Marriages, and Relationships Registration Act 1995.
Birth Information	Information relating to the individual's birth that is maintained by the Registrar-General under the BDMRR Act, excluding information protected by sections 63 to 66 of that Act.
Charitable Entity	As defined in section 4(1) of the Charities Act 2005.
Client	In relation to an Intermediary that is an Added Party, a New Zealand Agency or an Overseas Agency that lawfully receives death information in accordance with an agreement between that agency and the Intermediary.
Civil Union Information	Information relating to the individual's civil union that is maintained by the Registrar-General under the BDMRR Act.
Credit Union	As defined in section 2 of the Friendly Societies and Credit Unions Act 1982.
Crown Entity	An entity or office named in Schedule 1 of the Crown Entities Act, but excludes a Specified Organisation.
Class of Agency	A group of Agencies.
Death Information	Information relating to the individual's death as maintained by the Registrar-General under the BDMRR Act.
Department	As defined in section 138 of the Privacy Act.
DIA	Department of Internal Affairs.
Entitlement	Includes a monetary payment.
Establishing Act	The Act referred to in relation to the New Zealand Agency set out in the schedules to this Agreement.
Friendly Society	As defined in section 2 of the Friendly Societies and Credit Unions Act 1982.
Incorporated Society	A society incorporated under the Incorporated Societies Act 1908 or the Incorporated Societies Act 2022.

Term	Definition
Independent Advisory Committee	A committee established by or under legislation to provide independent advice to a Minister or the Government on any matter relevant to the implementation or operation of that legislation. This includes a statutory Board as defined in section 2 of the Fees and Travelling Allowances Act 1951.
Independent Statutory Body	A body that: <ul style="list-style-type: none"> • is established under legislation; • has a regulatory or administrative role; and • is not a State services agency.
Information Privacy Principle (IPP)	An information privacy principle as defined in section 22 of the Privacy Act 2020.
Intermediary	A New Zealand Agency that is a public sector agency (other than a Department or a Specified Organisation) or a New Zealand private sector agency, and whose functions or activities include the collection of death information for the purpose of lawfully disclosing that information to another New Zealand Agency or an Overseas Agency in accordance with an agreement between the Intermediary and that other agency.
Iwi Organisation and other Māori Organisation	Any organisation listed in the Schedule of the Electoral (Iwi Organisation and Other Māori Organisation) Regulations 2018.
Life Event	A birth, death, marriage, civil union, name change, or appointment or Authorisation to act as a celebrant.
Lead Agency	The lead agency for this Agreement for the purposes of section 143 of the Privacy Act 2020.
Local Authority	A local authority or public body named or specified in Schedule 1 of the Local Government Official Information and Meetings Act 1987. This includes <ul style="list-style-type: none"> • any committee, subcommittee, standing committee, special committee, joint standing committee, or joint special committee that the local authority is empowered to appoint under its standing orders or rules of procedure or under any enactment or Order in Council constituting the local authority or regulating its proceedings; and • a committee of the whole local authority.
Marriage Information	Information relating to the individual's marriage that is maintained by the Registrar-General under the BDMRR Act.
MFAT	Ministry of Foreign Affairs & Trade.
Monetary Payment	Includes a pension, a grant, or an allowance.
Mortality Review	A review of specified classes of deaths of persons, or deaths of persons of specified classes, with a view to reducing the numbers of deaths of those classes or persons.
Mortality Review Committee	A committee appointed under section 82 of the Pae Ora (Healthy Futures) Act 2022.
Named Party	A Party listed in clause 2(a) to (l).
New Zealand Agency	As defined in section 7(1) of the Privacy Act 2020.

Term	Definition
New Zealand Private Sector Agency	As defined in section 7(1) of the Privacy Act 2020.
Non-Disclosure Direction	As defined in section 2 of the BDMRR Act.
Notifiable Privacy Breach	As defined in section 112 of the Privacy Act 2020.
Occupational Regulatory Body	A regulatory body established by or under legislation to license, register, approve, provide oversight of, or otherwise regulate individuals who belong to a particular profession, calling, trade, occupation, or industry.
Organisation	A New Zealand Agency or an Overseas Agency.
Overseas Agency	An overseas person, body corporate, or unincorporated body that is not: <ul style="list-style-type: none"> • a New Zealand Agency; • the Government of an overseas country; • an overseas government entity to the extent that the entity is performing any public function on behalf of the overseas Government; or • a news entity, to the extent that it is carrying on news activities.
Overseas Birth Information	Information relating to the birth of an individual outside New Zealand.
Overseas Death Information	Information relating to the death of an individual outside New Zealand.
Overseas Marriage and Civil Union Information	Information relating to the individual's marriage or civil union outside New Zealand or dissolution of the individual's marriage or civil union outside New Zealand.
Partner Specific Customer Identifier (PSCID)	In relation to an individual, the unique identifier used between DIA or the Registrar-General and a Party to identify an individual.
Partnership	As defined in sections 8(1) of the Partnership Law Act 2019.
Party	A Named Party or an Added Party.
Personal Entitlement or Other Thing	Any entitlement, right, benefit, Authorisation, tangible item, or other thing that a Party is required to or may grant, issue, confer, or provide to an individual who is eligible or entitled to receive or hold that personal entitlement or other thing.
Personal information	Information about an identifiable individual; and includes information relating to a death that is maintained by the Registrar-General of Births, Deaths and Marriages pursuant to the Births, Deaths, Marriages, and Relationships Registration Act 1995, or any former Act.
Product	A thing (whether tangible or intangible) that a Party provides to an individual in conjunction with a service provided to that individual.
Privacy Breach	As defined in section 112 of the Privacy Act 2020.
Public Tertiary Institution	An institution as defined in section 10(1) of the Education and Training Act 2020.
Registered Limited Partnerships	A limited partnership within the meaning of section 6 of the Limited Partnerships Act 2008.

Term	Definition
Registered New Zealand Companies	A company as defined in section 2(1) of the Companies Act 1993.
Registrar	A person or entity (other than the Registrar-General) performing a statutory role that requires the person or entity to establish, keep, or maintain official records in the form of a register.
Registrar-General	The Registrar-General of Births, Deaths and Marriages appointed under section 79(1) of the BDMRR Act.
Relevant Legislation	The following Acts: <ul style="list-style-type: none"> • BDMRR Act • Civil Union Act 2004 • Marriage Act 1955.
Security Breach	An event in which sensitive, protected or confidential information is copied, transmitted, viewed, stolen or used by an unauthorised individual.
Specified Organisation	As defined in section 138 of the Privacy Act 2020.
State Services	As defined in section 5 of the Public Service Act 2020.
Statutory Supervisory Authority	Means: <ul style="list-style-type: none"> • A board, committee, or other group established by or under legislation to oversee or advise on the operation of the legislation (or secondary legislation made under the legislation); or • A statutory Board as defined in section 2 of the Fees and Travelling Allowances Act 1951.
Trustee Corporation	The Public Trust and a trustee company within the meaning of the Trustee Companies Act 1967.

2. The Parties involved and the Lead Agency

The following are Parties to this Agreement:

- a) Civil Aviation Authority of New Zealand
- b) Department of the Prime Minister and Cabinet
- c) Department of Internal Affairs (DIA)
- d) Fire and Emergency New Zealand
- e) The Māori Trustee
- f) Ministry for Ethnic Communities
- g) Ministry for Pacific Peoples
- h) Ministry for Women
- i) Ministry of Foreign Affairs & Trade (MFAT)
- j) The Registrar-General of Births, Deaths and Marriages (Registrar-General)
- k) Veterans' Affairs New Zealand
- l) WorkSafe New Zealand | Mahi Haumarū Aotearoa
- m) Any New Zealand Agency that is a member of a Class of Agencies specified in clause 3 and named as a Party in the respective schedule to this Agreement in accordance with section 142 of the Privacy Act 2020.

The Lead Agency is the Department of Internal Affairs.

3. The Classes of Agencies involved

The following Classes of Agencies exist under this Agreement:

- a) Charitable Entities
- b) Credit Unions, Friendly Societies, Incorporated Societies, Partnerships, Registered Limited Partnerships, and Registered New Zealand Companies
- c) Crown Entities
- d) Independent Advisory Committees and Statutory Supervisory Authorities
- e) Independent Statutory Bodies
- f) Intermediaries
- g) Iwi Organisations and other Māori Organisations
- h) Local Authorities
- i) Mortality Review Committees
- j) Occupational Regulatory Bodies
- k) Public Tertiary Institutions
- l) Registrars
- m) Trustee Corporations

Departments and Specified Organisations cannot be contained with a Class of Agencies. The details of the specific New Zealand Agencies contained within each Class of Agencies are specified in the respective schedule.

4. Background

When people die in New Zealand, the law requires that the death is registered by the Registrar-General of Births, Deaths, and Marriages. Many services cease or commence on the death of an individual. The sharing of the information about deaths by the Registrar-General helps to minimise encumbering whānau with unnecessary administrative processes at a difficult time.

Both government and non-government Organisations need to have stringent processes in place to ensure that the correct person is noted as being deceased in their databases. If someone is mistakenly identified as being dead, it can be very difficult for that person to convince other Organisations that they are, in fact, alive.

DIA is leading the development of a small number of AISAs which are intended to replace the existing authorised information sharing arrangements and to allow new purposes to better meet the needs of individuals and Organisations.

This AISA covers the sharing of information about deaths with New Zealand Agencies. The AISA is expected to better meet the needs of public sector agencies and Classes of Agencies and will allow more Organisations to receive information about deaths.

5. Objectives and purpose of this Agreement

5.1. Objectives

The objectives of this Agreement are to:

- a) enable updating of records when an individual dies;
- b) enable Organisations to gain customer service efficiencies and reduce the compliance load for individuals associated with the provision of information about deaths by facilitating increased collaboration;
- c) assist in the prevention of deaths;
- d) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review; and
- e) apply Privacy by Design principles to the development and operation of the information sharing.

5.2. Purposes

The purposes of this information sharing are to:

- a) identify an individual and issue a Partner Specific Customer Identifier if one does not exist;
- b) verify the details of the death of an individual;
- c) ensure that a person associated with an individual is not required upon the individual's death to provide to a Party or Client death records that the Registrar-General already holds;
- d) update the records of an individual or person associated with the individual upon the individual's death;
- e) cease providing a Personal Entitlement or Other Thing to an individual upon the individual's death.

- f) cease providing a Product or service to an individual or person associated with the individual upon the individual's death;
- g) to alter a Product or service being provided to a person associated with an individual upon the individual's death;
- h) offer or provide a Product, service, and Personal Entitlement or Other Thing to a person associated with an individual upon the individual's death;
- i) confirm or reaffirm whakapapa relationships;
- j) conduct Mortality Reviews;
- k) cease enforcement action against a deceased individual or persons associated with the individual; and
- l) enable the prevention, detection, investigation, and prosecution of offences, and the conduct of civil proceedings including judicial review.

6. Exemptions to information privacy principles

For the purposes of this Agreement Information Privacy Principles (IPP) 2, 10 and 11 which are set out in subpart 1 of Part 3 of the Privacy Act 2020 are exempted (by the Order in Council) as follows:

a) **IPP 2: Source of Personal Information**

It is not a breach of Information Privacy Principle 2 if a Party collects personal information from a Party in accordance with this Agreement and for one or more of the purposes specified in Clause 5.2.

b) **IPP 10: Limits on the Use of Personal Information**

It is not a breach of Information Privacy Principle 10 if a Party uses personal information collected by a Party in accordance with this Agreement and for one or more of the purposes specified in Clauses 9 to 14.

c) **IPP 11: Limits on Disclosure of Personal Information**

It is not a breach of Information Privacy Principle 11 if a Party discloses personal information to a Party in accordance with this Agreement and for one of more purposes specified in Clause 5.2.

7. The public services facilitated

The public services that this Agreement is intended to facilitate are:

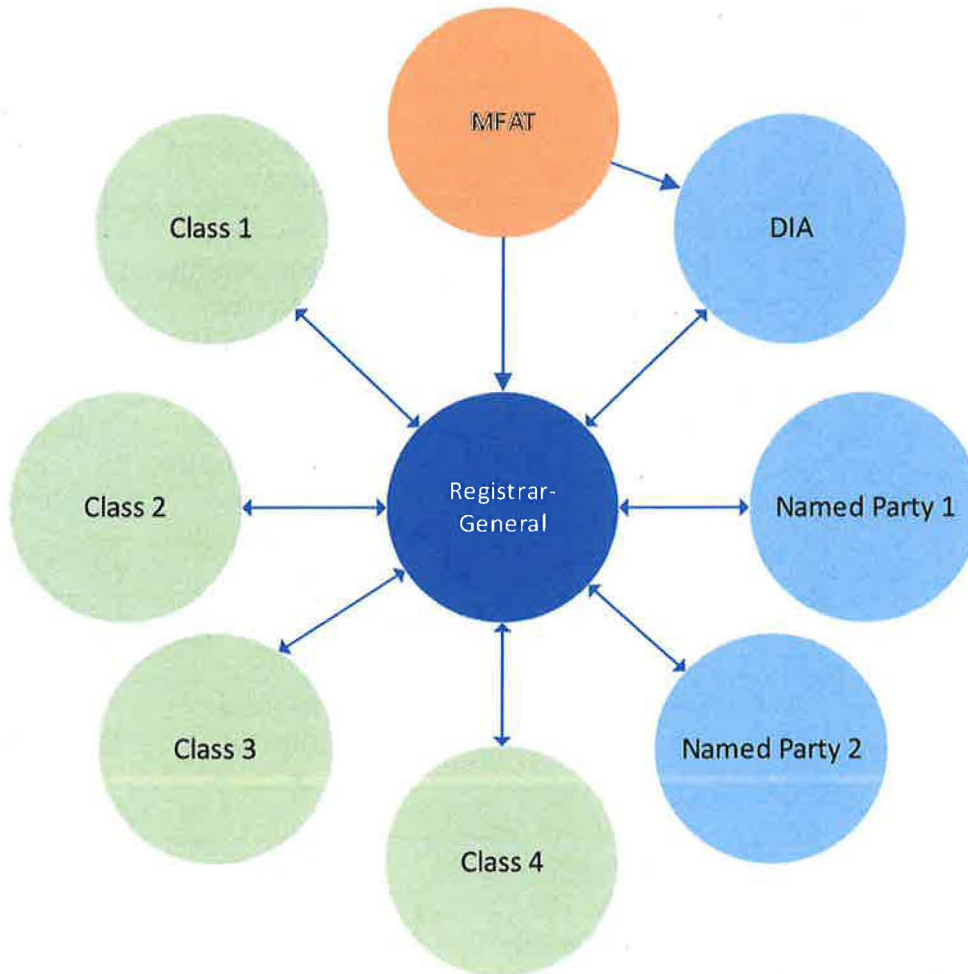
- a) the accurate and efficient assessment of eligibility for and entitlement to receive public services;
- b) the accurate and efficient delivery of public services by the Registrar-General and the other public sector agencies that are Parties;
- c) the provision by the Registrar-General of accurate Death Information and Overseas Death Information to Parties that are New Zealand Private Sector Agencies for their use in accordance with Clauses 10 to 14.
- d) Mortality Reviews and advice on how to reduce preventable deaths; and
- e) prevention, detection, investigation, and prosecution of offences, and the conduct of civil proceedings including judicial review.

8. Type of personal information to be shared

Parties may share personal information about an identifiable individual under this Agreement. Information that is not about an identifiable individual will not be shared under this Agreement.

Information may only be received under this Agreement where the Registrar-General or DIA is either the providing or receiving Party. Intermediaries may receive the raw personal information under this Agreement to enable Clients to use it for one or more of the purposes specified in the relevant schedule. Intermediaries can only on-share information with Clients if they have a legal basis to do so, other than this Agreement. Other Parties may not share personal information between themselves under this Agreement.

The following diagram depicts how information may be shared under this Agreement (does not show all Parties).



Personal information that can be shared under this Agreement falls into the general categories below:

Category	Includes	Providing Party	Receiving Party
Identifying Information	Name	Any Party excluding the Registrar-General & MFAT	Registrar-General
	Previous names	Any Party excluding the Registrar-General & MFAT	Registrar-General
	Date of birth	Any Party excluding the Registrar-General and MFAT	Registrar-General
	Place of birth	Any Party excluding the Registrar-General and MFAT	Registrar-General
	Date of death	Any Party excluding the Registrar-General and MFAT	Registrar-General
	Partner Specific Customer Identifier	All excluding MFAT	All excluding MFAT
Registered Information	Death Information	Registrar-General	Any Party excluding the Registrar-General and MFAT
	Birth Information, excluding the following records: <ul style="list-style-type: none"> • Pre-adoptive birth registrations • Pre-sexual assignment or reassignment birth registrations • Records with a Family Violence Act Non-Disclosure Directive 	Registrar-General	Mortality Review Committees
	Marriage Information, excluding records with a Family Violence Act Non-Disclosure Directive	Registrar-General	Mortality Review Committees

Category	Includes	Providing Party	Receiving Party
	Civil Union Information, excluding records with a Family Violence Act Non-Disclosure Directive	Registrar-General	Mortality Review Committees
Overseas Information	Overseas Death Information	Registrar-General	Any Party excluding the Registrar-General and MFAT
	Overseas Birth Information	Registrar-General	Mortality Review Committees
	Overseas Marriage and Civil Union Information	Registrar-General	Mortality Review Committees
Overseas Death Notifications	Information in respect of a death that occurred outside New Zealand and that has not been previously registered	MFAT	Registrar-General and DIA
Non-Disclosure Direction Information	Information contained within the Non-Disclosure Direction Application, under the BDMRR Act, including the date it came into force.	Registrar-General	Mortality Review Committees

9. How the Registrar-General may use the personal information and expected Adverse Actions

The Registrar-General may use the personal information received under this Agreement from a Party other than MFAT for the purpose specified in clause 5.2 (a).

The Registrar-General may use the personal information received under this Agreement from MFAT for one or more of the purposes specified in clause 5.2 (d) and (l).

The Registrar-General can reasonably be expected to take any of the following Adverse Actions based on the personal information received from MFAT:

- a) update an individual's birth record to record the fact that the person is deceased.
- b) investigate any matter that may constitute an offence under Relevant Legislation and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority.
- c) engage in civil proceeding in relation to a Life Event.

10. How DIA may use the personal information and expected Adverse Actions

DIA may use the personal information received under this Agreement from the Registrar-General for one or more of the purposes specified in clause 5.2 (b) to (h), (k), and (l).

DIA may use the personal information received under this Agreement from MFAT for one or more of the purposes specified in clause 5.2 (d), (e) and (l).

DIA can reasonably be expected to take any of the following Adverse Actions based on the personal information received from another Party:

- a) decline to provide Product, service, or Personal Entitlement or Other Thing.
- b) cease to provide Personal Entitlement or Other Thing to an individual upon the individual's death.
- c) cease to provide Product or service to an individual or person associated with the individual upon the individual's death.
- d) alter Product or service being provided to person associated with an individual upon the individual's death.
- e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority.
- f) engage in civil proceedings.

11. How the Named Parties other than the Registrar-General, DIA and MFAT may use the personal information and expected Adverse Actions

The Named Parties, excluding the Registrar-General, DIA and MFAT, may use the personal information received from the Registrar-General within the current legislative responsibilities under any establishing legislation for one or more of the purposes specified in clause 5.2 (b) to (h), (k), and (l).

The Named Parties, excluding DIA and MFAT, can reasonably be expected to take any of the following Adverse Actions based on the personal information received from the Registrar-General:

- a) decline to provide Product, service, or Personal Entitlement or Other Thing.
- b) cease to provide Personal Entitlement or Other Thing to an individual upon the individual's death.
- c) cease to provide Product or service to an individual or person associated with the individual upon the individual's death.
- d) alter Product or service being provided to person associated with an individual upon the individual's death.
- e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority.
- f) engage in civil proceedings.

12. How the Added Parties other than Mortality Review Committees and Intermediaries may use the personal information and expected Adverse Actions

The Added Parties, excluding Mortality Review Committees and Intermediaries, may use the personal information received from the Registrar-General, as specified within the relevant schedule, for one or more of the purposes specified in clause 5.2 (b) to (i), (k), and (l)

The Added Parties, excluding Mortality Review Committees and Intermediaries, can reasonably be expected to take any of the following Adverse Actions based on the personal information received from the Registrar-General:

- a) decline to provide Product, service, or Personal Entitlement or Other Thing.
- b) cease to provide Personal Entitlement or Other Thing to an individual upon the individual's death.
- c) cease to provide Product or service to an individual or person associated with the individual upon the individual's death.
- d) alter Product or service being provided to person associated with an individual upon the individual's death.
- e) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority.
- f) engage in civil proceedings.

13. How Mortality Review Committees may use the personal information and expected Adverse Actions

Mortality Review Committees may use the personal information received from the Registrar-General, as specified the relevant schedule, for one or more of the purposes specified in clause 5.2 (b), (c), and (j).

Mortality Review Committees will not take any Adverse Actions based on the personal information received from the Registrar-General.

14. How the Intermediaries may use the personal information and expected Adverse Actions

Intermediaries may use the personal information received from the Registrar-General, as specified in the relevant schedule:

- a) for one or more of the purposes specified in clause 5.2 (b) to (d), (i), (k), and (l).
- b) to enable a Client of the Intermediary to:
 - identify the individual whose information is requested; or
 - use the information for one or more of the purposes specified in clause 5.2 (b) to (d), (i), (k) and (l).

Where the Intermediary is disclosing information to a Client:

- a) this Agreement is not authority for an Intermediary to disclose to a Client the information received by the Intermediary under this Agreement; and
- b) for any disclosure to a Client, the Intermediary must rely on a lawful authority other than this Agreement.

Intermediaries, can reasonably be expected to take any of the following Adverse Actions based on the personal information received from the Registrar-General:

- a) investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence or report any suspected offence to the New Zealand Police or other relevant authority.
- b) engage in civil proceedings.

15. Adverse Actions Process

Section 152 of the Privacy Act 2020 requires Parties to provide written notice to individuals before any “adverse action” is taken against them on the basis of personal information shared under an information sharing agreement and to give those individuals 10 working days as defined in the Privacy Act 2020 to dispute the correctness of the information received.

Parties may dispense with the notice requirements under section 152 in the following circumstances:

- a) the Party has reasonable grounds to suspect an offence has been committed, is being committed or will be committed, and that the personal information is relevant to the prevention, detection, investigation or the prosecution of the offence, and advance notification to a suspect would be likely to prejudice the investigation or prosecution of the offence.
- b) the Adverse Actions consists only of removing the name of a deceased individual from a mailing list or a list used for marketing purposes.
- c) other legislation requires the Party to take immediate Adverse Action.

If notice has been dispensed under paragraph (c), notice of the Adverse Action must be provided as soon as practically possible, giving the individual an opportunity to dispute the correctness of the personal information relied on.

16. How to view this document

This document can be viewed on the Department of Internal Affairs website www.dia.govt.nz and at:

Department of Internal Affairs
45 Pipitea Street
Thorndon
Wellington 6011

17. Overview of operational processes

The first time information is shared with each Party relating to an individual, the Registrar-General will automatically allocate the individual a unique Partner Specific Customer Identifier (PSCID). The PSCID will be used after this by the Party and the Registrar-General when conversing about the identified individual.

The operational processes associated with this Agreement will vary depending on the transfer mechanism utilised. Possible transfer options, depending on the circumstance, are likely to include:

- a) API based transfer
- b) Direct system access
- c) Email
- d) Paper based transfer
- e) Bulk transfer.

Prior to the commencement of regular sharing information with each Party for a purpose under this Agreement, a one-off bulk exchange of information already collected may occur to allow the receiving Party to do a one-off update of their records.

The operating procedures will detail the operational processes for providing and receiving information for each Party. At a minimum the operating procedures must include:

- a) Details about the proposed use of the information;
- b) Fields of personal information to be shared by each Party;
- c) Details of the mechanism for transfer to be utilised;
- d) The process for handling Adverse Action;
- e) Specifics regarding retention periods; and
- f) Audit and reporting requirements.

18. Safeguards to protect privacy

18.1. Staff

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) All Parties to this Agreement, including their staff, will abide by the Standards of Integrity and Conduct set by the Public Service Commissioner.
- b) The staff of all Parties to this Agreement performing the services set out in this Agreement will hold all necessary statutory powers and/or delegations required for the provision of those services, and will comply with relevant operational policy and procedures.

18.2. Information Handling

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) No Party, excluding those who are Intermediaries, will provide the raw personal information obtained under this Agreement to other Organisations or any other third party including other Parties to this Agreement except as required by law or in order to comply with a court order. For the avoidance of doubt, this does not prevent a Party that has updated their information based on information received under this Agreement from disclosing their own information or a Party disclosing the information to their agents.

- b) Intermediaries may only provide the raw personal information obtained under this Agreement to Clients for one or more of the purposes specified in Clause 15 except as required by law or in order to comply with a court order. The Intermediary must have a legal basis, other than this Agreement to be able to on-share the raw personal information to Clients.
- c) The raw personal information obtained under this Agreement must not be made publicly available, including where a fee is paid, by any Party.
- d) Information received by any Party under this Agreement, other than the Registrar-General, can only be used within the current legislative responsibilities under the establishing legislation or the relevant government policies applying to that Party.
- e) Processes and procedures exist within each Party to ensure that information sent under this Agreement is transferred separately from information transferred under other agreements.
- f) Processes and procedures exist within each Party to ensure that the personal information received under this Agreement is only used for the purposes specified in this Agreement and remains protected.
- g) Processes and procedures exist within each Party to ensure that the personal information is not held longer than required.
- h) Each Party will handle Adverse Actions they may take in accordance with Clause 14 of this Agreement.
- i) The PSCID will not be used as a unique identifier by any Party other than DIA and the Registrar-General.
- j) No Party is obliged to provide any of the requested information to be shared under this Agreement.
- k) A written agreement governing the safeguards for the information must exist between each respective Intermediary and their Client, before the Intermediary shares information they received under this Agreement with the Client.
- l) Written agreements between Intermediaries and Clients, and any subsequent amendments, must be consulted on with the Registrar-General and the Office of the Privacy Commissioner prior to signing.
- m) Charities, Registered New Zealand Companies, Partnerships, Registered Limited Partnerships, Friendly Societies, Credit Unions, Incorporated Societies and Intermediaries may only offer and/or commence Products and services where the deceased individual had a prior relationship with the Party.
- n) Where a Party discloses information under this Agreement to that Party's agent appropriate safeguards must be in place for the information provided.
- o) DIA will consult with the Office of the Privacy Commissioner regarding proposed operating procedures and any subsequent changes.

18.3. Accuracy

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) Parties will use reasonable endeavours to ensure that the information provided to other Parties is the most up to date information available at the time it is provided.
- b) Appropriate mechanisms and standard procedures will be implemented by each Party to verify that personal information shared under this Agreement is of an adequate standard and quality.

- c) Where it is known that information has previously been shared under this Agreement by the Registrar-General then updates as a result of a request for correction (including, where applicable and reasonable, any statement requested by the individual to be attached to the information) must be communicated to the previous receiving Party and subsequently any Clients, as far as reasonably practicable. This does not apply to information supplied for the purposes of issuing a PSCID.

18.4. Privacy Act Requests

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) Each Party will be responsible for responding to requests for personal information held by that Party as appropriate in the circumstances.

18.5. Privacy Breach

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) Where any Party has reasonable cause to believe that an actual or suspected breach of an IPP in respect of information provided under this Agreement, not covered by this Agreement, has occurred, an inspection and/or internal investigation process will be applied utilising the identifying Party's standard processes.
- b) Where a Party identifies that a breach of any IPP in respect of information provided under this Agreement, not covered by this Agreement has occurred, the identifying Party will notify DIA's Privacy Officer as soon as possible.
- c) Where DIA or the Registrar-General identifies that a breach of any IPP has occurred, in relation to information shared with them under this Agreement by another Party, and not exempted by this Agreement, DIA will notify the relevant Party's Privacy Officer as soon as possible.
- d) All relevant Parties shall ensure that reasonable assistance is provided to any investigation into an actual or suspected Privacy Breach in respect of information provided under this Agreement.
- e) Where a Party becomes aware of actions amounting to a Notifiable Privacy Breach in relation to information they hold that was shared under this Agreement, in accordance with the Privacy Act 2020, the Privacy Commissioner, and individuals will be notified by the Party.
- f) Any Party may suspend sharing under this Agreement to allow time for a Privacy Breach to be remedied.

18.6. Audit

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) To ensure safeguards are operating as intended and are sufficient to protect the privacy of individuals, each Party will conduct regular internal first line assurance and internal audits of the operation of this Agreement.

18.7. Security

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) All information provided under this Agreement will be appropriately secured when at rest and in transit in accordance with the New Zealand Information Security Manual (NZISM).
- b) Where a Security Breach is suspected or there is concern that a breach may occur, the identifying Party's internal investigation processes will be applied.
- c) Where a Party identifies that a Security Breach has occurred in relation to information provided under this Agreement, the identifying Party will notify DIA's Chief Security Officer as soon as possible.
- d) Where DIA or the Registrar-General identifies that a Security Breach has occurred, in relation to personal information shared with them under this Agreement by another Party, DIA will notify the relevant Party's Security Officer as soon as possible.
- e) Reporting of near misses / security investigations in relation to information provided under this Agreement will be provided by all Parties to DIA's Chief Security Officer on the agreed schedule.
- f) All relevant Parties shall ensure that reasonable assistance is provided to any investigation into an actual or suspected Security Breach in relation to information shared under this Agreement.
- g) Any Party may suspend sharing under this Agreement to allow time for a Security Breach to be remedied.

19. Reasonable assistance provided

All Parties to this Agreement will provide each other with any reasonable assistance that is necessary in the circumstances to allow an individual to make a complaint about an interference with privacy and the Privacy Commissioner to investigate the complaint.

If a New Zealand Private Sector Agency is unable to be held accountable for complaints about interference with privacy in relation to this Agreement, then DIA will be responsible for dealing with these complaints.

20. Management of classes

At any time, DIA may agree to a New Zealand Agency becoming a member of a Class of Agencies specified in this Agreement and therefore becoming a Party to this Agreement. DIA must obtain the Registrar-General's consent prior to approval of the inclusion of a New Zealand Agency within a class. DIA does not need to obtain any other consent from any other Party prior to approval of the inclusion or removal of a New Zealand Agency within a class. Upon becoming a Party to this Agreement DIA will include the New Zealand Agency's name in the appropriate schedule and circulate the updated schedule to all Parties.

Prior to including a New Zealand Agency into the Intermediary class DIA must give consideration to:

- a) the nature of the Intermediary's undertaking or activity and whether the Intermediary has a genuine need and lawful purpose to use the personal information in carrying out that undertaking or activity;
- b) the Intermediary's policies and practices in relation to—

- the security of personal information; and
 - the privacy of individuals; and
- c) any other matter that DIA considers to be relevant.

If a New Zealand Agency contained within a Class of Agencies wishes to no longer be Party to this Agreement, then they must advise DIA in writing. Upon receipt of this notification, DIA will remove the New Zealand Agency's name from the relevant schedule and they will cease to be a Party to this Agreement. The updated schedule will be circulated to all Parties and the removed New Zealand Agency.

21. Fees / costs

Fees associated with this Agreement, if any, as agreed will be notified by the Registrar-General, or their delegated representative, in writing to the other Parties.

22. Dispute resolution

Should any dispute arise relating to the interpretation or application of this Agreement, the respective Parties will meet in good faith to resolve the dispute or difference as quickly as possible.

If the Parties are unable to resolve the dispute within 60 days, the matter will be referred to the Chief Executive of DIA's nominated representative for resolution.

The Parties shall continue to comply with their obligations under this Agreement despite the existence of any dispute.

23. Review of this Agreement

A joint review of this Agreement must be undertaken whenever any Party not included within a Class of Agencies believes that such a review is necessary.

DIA shall conduct a review annually or at intervals specified by the Privacy Commissioner as specified in section 156 of the Privacy Act 2020. The report will be included in DIA's annual report.

The Parties shall co-operate with each other in any review and will take all reasonable actions to make the required resources available.

24. Minor amendments to this Agreement

Minor amendments to this Agreement as defined in section 157(5) of the Privacy Act 2020 will be in writing and signed by all the Parties not included within a Class of Agencies.

Should Parties not included within a Class of Agencies be unable to agree on the amendments to this Agreement the matter will be dealt with in accordance with clause 22 above.

DIA will advise Parties included within a Class of Agencies a minimum of 28 days prior to an amendment to this Agreement. In the event that the notified Party does not agree on the amendments then they must seek to be removed as a Party to this Agreement.

25. Major amendments to this Agreement

Major amendments to this Agreement will be made in accordance with section 157 (1) – (4) of the Privacy Act 2020.

Should Parties be unable to agree on amendments to this Agreement the matter will be dealt with in accordance with clause 22 above.

DIA will advise Parties included within a Class of Agencies a minimum of 28 days prior to an amendment of this Agreement. In the event the notified Party does not agree on the amendments then they must seek to be removed as a Party to this Agreement.

26. Term, performance and termination

This Agreement comes into force on the date specified in the Order in Council.

This Agreement shall continue to be in force until the Order in Council is revoked. All Parties may agree that this Agreement will cease to be used as of a particular date.

Any Party may suspend, limit, or terminate their participation under this Agreement if it appears to the Party that the terms of this Agreement or the Order in Council are not being met or the personal information sharing under this Agreement is otherwise unlawful.

The obligations in this Agreement specified in 18.2, 18.4, 18.5 and 18.7 shall remain in force notwithstanding the termination of this Agreement.

If extraordinary circumstances arise (including but not limited to earthquake, volcanic eruption, epidemic, fire, flood, storm, pandemic or war) which prevent any Party performing its obligations under this Agreement, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail.

27. Representatives

Each Named Party will appoint a contact person to co-ordinate the operation of this Agreement with the other Parties and will ensure that the contact person is familiar with the requirements of the Privacy Act 2020 and this Agreement. The initial contact persons are as follows:

Named Party	Contact and Role
Civil Aviation Authority of New Zealand	Claire Mistry Chief Digital Officer Claire.mistry@caa.govt.nz
Department of the Prime Minister and Cabinet	Rose Goss Senior Advisor, Legal and Constitutional Cabinet Office rose.goss@dpmc.govt.nz
The Department of Internal Affairs (DIA)	Logan Fenwick Manager Information Partnerships Service Delivery & Operations SDOInformationPartnerships@dia.govt.nz

Named Party	Contact and Role
Fire and Emergency New Zealand	Sarah Dwen Privacy Officer PrivacyOfficer@fireandemergency.nz
The Māori Trustee	Bryan le Patourel Client Services Manager Bryan.lePatourel@tetumupaeroa.co.nz
Ministry of Foreign Affairs & Trade (MFAT)	Leitu Sa Unit Manager – Policy (Acting) leitu.sa@mfat.govt.nz
Ministry for Ethnic Communities	Fleur Murray DCE Systems Capability and Programmes Fleur.Murray@ethniccommunities.govt.nz
Ministry for Pacific Peoples	Kaliti Kolinisau Manager Nominations and Governance Ministry for Pacific Peoples nominations@mpp.govt.nz
Ministry for Women	Jacinda Allwood Manager Nominations Service Manatū Wāhine Ministry for Women nominate@women.govt.nz
The Registrar-General of Births, Deaths and Marriages (Registrar-General)	Logan Fenwick Manager Information Partnerships Service Delivery & Operations SDOInformationPartnerships@dia.govt.nz
Veterans' Affairs New Zealand	Marti Eller Deputy Head of Veterans' Affairs Marti.eller@nzdf.mil.nz
WorkSafe New Zealand	Simon Robb Manager New Zealand Mining Board of Examiners and Operational Support Simon.robb@worksafe.govt.nz

All notices and other communications between the Parties under this Agreement shall be sent to the contact persons specified above or the person detailed within the relevant schedule.

The contact persons set out above may be updated from time to time by giving written notice (which may be by email) to the Registrar-General and DIA. If the contact for the Registrar-General or DIA is updated, then all Parties will be advised in writing.

DIA will ensure that the Privacy Commissioner is informed of the current contact persons for this Agreement if they are not those set out above.

28. Acceptance

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



Paul James

Secretary of Internal Affairs / Chief Executive
Department of Internal Affairs

Dated:

22 / 11 / 22



Jeff Montgomery

Registrar-General / Births, Deaths and
Marriages

Department of Internal Affairs

Dated:

14 November 2022

Keith Manch



Chief Executive

Civil Aviation Authority of New Zealand

Dated:

14 . 11 . 2022



Brook Barrington

Secretary and Chief Executive

Department of the Prime Minister and Cabinet

Dated:

16 xi 22



Kerry Gregory

Chief Executive

Fire and Emergency New Zealand

Dated:

16 - 11 - 22



Mervin Singham

Chief Executive

Ministry for Ethnic Communities

Dated:

15/11/2022



Tuaopepe Abba Fidow
Acting Secretary and Chief Executive
Ministry for Pacific Peoples

Dated: 16/11/2022



Chris Seed
Secretary of Foreign Affairs and Trade
Ministry of Foreign Affairs & Trade

Dated: 18/11/22



Dr Charlotte Severne
The Māori Trustee

Dated: 21/11/22



Kellie Coombes
Secretary for Women and Chief Executive, Te
Tumu Whakarae mō te wāhine
Manatū Wāhine Ministry for Women

Dated: 16/11/22



Bernadine Mackenzie
Head of Veterans' Affairs
Veterans' Affairs New Zealand

Dated: 16/11/22



Phil Parkes
Chief Executive
WorkSafe New Zealand

Dated: 21/11/22

Schedule A – Charitable Entities

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Charitable Entities.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act / Government Policy	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule B – Credit Unions, Friendly Societies, Incorporated Societies, Partnerships, Registered Limited Partnerships, and Registered New Zealand Companies

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Credit Unions, Friendly Societies, Incorporated Societies, Partnerships, Registered Limited Partnerships, and Registered New Zealand Companies

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act / Government Policy	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule C – Crown Entities

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Crown Entities.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule D – Independent Advisory Committees and Statutory Supervisory Authorities

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Independent Advisory Committees and Statutory Supervisory Authorities not in themselves Departments or Specified Organisations.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule E – Independent Statutory Bodies

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Independent Statutory Bodies.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule F – Intermediaries

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Intermediaries.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with that New Zealand Agency, and the specified uses of the information by the Intermediary and their Clients.

New Zealand Agency	Establishing Act / Government Policy	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule G – Iwi Organisations and other Māori Organisations

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Iwi Organisations and other Māori Organisations.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act / Government Policy	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule H – Local Authorities

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Local Authorities.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule I – Mortality Review Committees

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Mortality Review Committees.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement
Perinatal & Maternal Mortality Review Committee	New Zealand Public Health and Disability Act 2000						
Family Violence Death Review Committee	New Zealand Public Health and Disability Act 2000						
Suicide Mortality Review Committee	New Zealand Public Health and Disability Act 2000						
Child & Youth Mortality Review Committee	New Zealand Public Health and Disability Act 2000						
Family Violence Death Review Committee	New Zealand Public Health and Disability Act 2000						

Schedule J – Occupational Regulatory Bodies

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Occupational Regulatory Bodies.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule K – Public Tertiary Institutions

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Public Tertiary Institutions.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule L – Registrars

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Registrars.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement

Schedule M – Trustee Corporations

This Class of Agencies, as defined in section 142 of the Privacy Act 2020, contains Trustee Corporations.

The following table details New Zealand Agencies included in this class, and in respect of each, the specified fields to be shared with the New Zealand Agency and the specified uses of the information.

New Zealand Agency	Establishing Act	Use(s)	Field(s)	Signatory Name	Signature of Authority	Date of acceptance of the Agreement	Date of exit from the Agreement