

Customer Nominated Services Information Sharing Agreement

Information Sharing Agreement

This Agreement is established under Part 9A of the Privacy Act 1993 to enable the parties to share Personal Information about individuals. This Agreement assists with the provision of public services that the individual has chosen to apply for where the delivery of those services is:

- supported by the identity information held by the Department of Internal Affairs (DIA) or the Registrar-General, Births, Deaths and Marriages (Registrar-General);
- provided by DIA; or
- provided by the Registrar-General.

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:

- BDM (Births)/MoE Student Birth Confirmation
- BDM (Deaths)/ MSD Deceased Persons Programme
- BDM (Deaths)/INZ Deceased Temporary Visa Holders Programme
- BDM (Deaths)/NZTA Deceased Driver Licence Holders Programme
- BDM (Marriages)/MSD Married Persons Programme
- BDM/MSD Identity Verification Programme
- BDM/MSD Overseas Born Name Change Programme
- Citizenship/INZ Entitlement to Reside Programme
- Information Matching Agreement between DIA and MoE Births Information Matching Programme. (This is not currently active)
- Information Matching Agreement between The Chief Executive, Department of Internal Affairs and The Chief Executive of the Ministry of Business, Innovation and Employment for the Disclosure of Immigration Information to Support the Issuance of Electronic Identity Credentials
- Information Matching Agreement between The Chief Executive, Department of Internal Affairs and The Registrar-General, Births, Deaths and Marriages for the Disclosure of Birth, Death, Marriage, Civil Union and Change of Name Information to Support the Issuance of Electronic Identity Credentials
- Information Matching Agreement between The Chief Executive, Department of Internal Affairs and The Chief Executive Department of Internal Affairs for the Disclosure of Citizenship Information Supporting Issuance for Electronic Identity Credentials
- Information Matching Agreement between The Chief Executive, Department of Internal Affairs and The Chief Executive, Department of Internal Affairs for the Disclosure of Passport Information to Support the Issuance of Electronic Identity Credentials
- Memorandum of Understanding Between The Department of Internal Affairs – Citizenship Office and the Department of Labour
- Memorandum of Understanding for the Integration of the Passport Data Validation Service with VisaView
- Memorandum of Understanding on disclosure of citizenship information to verify a person's citizenship status and/or verify a person's entitlement to reside in New Zealand
- Memorandum of Understanding: SmartStart
- Photo Driver Licence Card Verification Licence Agreement

Contents

1. Defined terms	5
2. The parties involved and the Lead Agency	10
3. Background	10
4. Objectives and purposes of this Agreement	11
4.1. Objectives	11
4.2. Purposes	11
5. Exemptions to information privacy principles	11
6. The public services facilitated	12
7. Type of Personal Information to be shared	12
8. How parties may use the Personal Information	13
9. Adverse Actions	13
10. How to view this Agreement	13
11. Overview of operational processes.....	14
12. Safeguards to protect privacy	14
12.1. Staff.....	14
12.2. Information handling.....	14
12.3. Accuracy.....	15
12.4. Privacy Act requests.....	16
12.5. Privacy Breach.....	16
12.6. Audit.....	16
12.7. Security	16
13. Reasonable assistance provided	17
14. Fees / costs	17
15. Dispute resolution.....	17
16. Review of this Agreement	17
17. Minor amendments to this Agreement	17
18. Major amendments to this Agreement	18
19. Term, performance and termination.....	18
20. Party representatives	18
21. Acceptance	20

Schedule 1 – DIA	23
Schedule 2 – Registrar-General	29
Schedule 3 – NZTA	37
Schedule 4 – MSD	39
Schedule 5 – MBIE	41
Schedule 6 – MoE	44
Schedule 7 – ACC	46
Schedule 8 – Registrar of Motor Vehicles	48
Schedule 9 – RUC Collector	50

1. Defined terms

Term	Definition
ACC	the Accident Compensation Corporation.
Additional Information Notification	A notification from MBIE that more information exists in relation to an individual's character that is potentially relevant to a good character assessment.
Adverse Action	Any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.
Agreement	This information sharing agreement.
Application	The submission of a formal request for the provision of a public service.
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	Births, Death, 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.
Citizenship Information	Information relating to the individual's citizenship history and current status, as maintained by the Secretary for Internal Affairs under the Citizenship (Western Samoa) Act 1982, Citizenship Act 1977 or another Act.
Civil Union Information	Information relating to the individual's civil union that is maintained by the Registrar-General under the BDMRR Act.
Death Information	Information relating to the individual's death that is maintained by the Registrar-General under the BDMRR Act.
Demerit Points	All demerit points recorded under section 88 of the LTA, including demerit points that – <ul style="list-style-type: none"> • subsequently cease to have effect under section 91(1) of the LTA • are cancelled by the NZTA under sections 91(2) or 91(3) of the LTA • are reinstated by the NZTA under section 91(4) of the LTA.
Deprivation	The formal act of removing an individual's right to New Zealand Citizenship under section 16 or 17 of the Citizenship Act 1977.
DIA	Department of Internal Affairs.
Driver Licence	A licence to drive that is issued or has effect under the LTA, and includes an Endorsement on a driver licence.
Driver Licence Images	Photographic images of Driver Licence holders stored under section 28(5) of the LTA.
Driver Licence Information	Current information held on the national register of Driver Licences for each Driver Licence maintained by the NZTA under section 199 of the LTA.
Education Services	Public services provided to individuals within the legislative responsibilities of MoE.
Electronic Identity Credential	As defined in section 7 of the Electronic Identity Verification Act 2012.
Endorsement	As defined in Clause 2 of the Land Transport (Driver Licensing) Rule 1999.

Term	Definition
Identity Services	All public services provided by the Department of Internal Affairs or the Registrar-General under the Relevant Legislation including – <ul style="list-style-type: none"> • the registration or recording of Life Events; • the issuing of Travel Documents; and • the provision of access to information relating to Life Events and Travel Documents.
Lead Agency	The lead agency for this Agreement for the purposes of section 96H(2) of the Privacy Act 1993.
Life Event	A birth, death, marriage, civil union, name change, acquisition or grant of New Zealand Citizenship, change of citizenship status, or appointment or authorisation to act as a celebrant.
LTA	Land Transport Act 1998.
Marriage Information	Information relating to the individual’s marriage that is maintained by the Registrar-General under the BDMRR Act.
MBIE	the Ministry of Business, Innovation, and Employment.
MoE	the Ministry of Education.
MSD	the Ministry of Social Development.
MSD Services	Public services provided to individuals within the legislative responsibilities of MSD.
Name Change Information	Information relating to the individual’s name change that is maintained by the Registrar-General under the BDMRR Act.
Name Change Lodgements	All deed poll name changes lodged with the Registrar-General that are included in the Birth Information or Name Change Information (as applicable) for the individual.
New Zealand Certificate of Identity	A Travel Document (other than a New Zealand Passport or New Zealand Refugee Travel Document) issued by the Government of New Zealand to an individual not a New Zealand citizen for the purposes of facilitating their entry into or exit from any country. This document states the known identity but not the nationality of that individual.
New Zealand Certificate of Identity Information	Information relating to the individual’s New Zealand Certificate of Identity history, including any information relating to any applications by the individual for a New Zealand certificate of identity.
New Zealand Citizenship	An individual holds New Zealand citizenship if they have obtained New Zealand citizenship under the Citizenship Act 1977 or the Citizenship (Western Samoa) Act 1982 whether by birth, descent, grant, or otherwise than by descent, and it has neither been renounced or deprived.

Term	Definition
New Zealand Citizenship by Birth	<p>An individual is a New Zealand citizen by birth if:</p> <ul style="list-style-type: none"> • the individual was born in New Zealand on or after 1 January 1949 and before 1 January 2006; or • the individual was born in New Zealand on or after 1 January 2006, and, at the time of the individual's birth, at least one of the individual's parents was: <ul style="list-style-type: none"> ○ a New Zealand citizen; or ○ entitled in terms of the Immigration Act 2009 to be in New Zealand indefinitely, or entitled to reside indefinitely in the Cook Islands, Niue, or Tokelau.
New Zealand Citizenship by Descent	The process for obtaining New Zealand citizenship when the individual is born overseas and at least one parent is a New Zealand Citizen by Birth or grant (except where the individual is entitled to New Zealand Citizenship Otherwise than by Descent).
New Zealand Citizenship by Grant	The process for obtaining New Zealand citizenship when the individual is born overseas, applies for citizenship by grant, and satisfies the Minister that the individual meets the statutory requirements of the Citizenship Act 1977 or the Citizenship (Western Samoa) Act 1982 and attends a ceremony if required.
New Zealand Citizenship Otherwise than by Descent	<p>An individual born outside New Zealand shall be deemed to be a New Zealand citizen otherwise than by descent if that individual's father or mother is then:</p> <ul style="list-style-type: none"> • a New Zealand citizen, or a New Zealand citizen by Descent, pursuant to the Citizenship Act 1977; and • either: <ul style="list-style-type: none"> • a head of mission or head of post within the meaning of the Foreign Affairs Act 1988; • an employee in any part of the State services, or a member of the Armed Forces, on service overseas; • a person working overseas for the public service of Niue, Tokelau, or the Cook Islands; • an officer or employee of New Zealand Trade and Enterprise (as established by the New Zealand Trade and Enterprise Act 2003) on service overseas; • an officer or employee of the New Zealand Tourism Board (as established by the New Zealand Tourism Board Act 1991) on service overseas.
New Zealand Passport	A Travel Document issued by the Government of New Zealand to a New Zealand citizen.
New Zealand Passport Information	Information relating to an individual's New Zealand Passport history, including any information relating to any applications by the individual (including any supporting documents provided by the individual) for a New Zealand Passport.
New Zealand Refugee Travel Document	A travel document (other than a New Zealand Passport, New Zealand Emergency Travel Document or a New Zealand Certificate of Identity) issued by the Government of New Zealand to a refugee to facilitate international travel.

Term	Definition
New Zealand Refugee Travel Document Information	Information relating to an individual's New Zealand Refugee Travel Document history, including any information relating to any Applications by the individual (including any supporting documents provided by the individual) for a New Zealand Refugee Travel Document.
Non-Disclosure Direction	As defined in section 2 of the BDMRR Act.
NZTA	the New Zealand Transport Agency.
Overseas Birth Information	Information relating to the birth of an individual outside New Zealand.
Overseas Citizenship Information	Information relating to an individual's citizenship history and current status excluding New Zealand Citizenship Information.
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 the dissolution of the individual's marriage or civil union outside New Zealand.
Overseas Name Change Information	Information relating to the name change of an individual outside New Zealand.
Overseas Passport and Certificate of Identity Information	Information relating to an individual's passport or certificate of identity excluding New Zealand Passport Information.
Partner	An agency, business, or non-government organisation that: <ul style="list-style-type: none"> • is authorised to provide DIA or Registrar-General public services to individuals under the Relevant Legislation; and • records information about the individual; and • uses DIA or Registrar-General information to assist with delivery of its services.
Partner Specific Customer Identifier (PSCID)	In relation to an individual to whom a DIA or Registrar-General public service under the Relevant Legislation is provided by a partner, is the unique identifier as used between DIA or the Registrar-General and the partner to identify that individual.
Personal Information	Information about an identifiable individual; and includes information relating to a death that is maintained by the Registrar-General pursuant to the BDMRR Act or any former Act.
Privacy Breach	Any privacy breach that the Privacy Act may require be reported to the Privacy Commissioner or that in the judgement of DIA does or may constitute an interference with privacy.
Registered Information	Personal Information recorded on a register held and maintained under an Act or Regulation.
Registrar-General	The Registrar-General appointed under section 79(1) of the BDMRR Act.

Term	Definition
Relevant Legislation	<p>The following acts:</p> <ul style="list-style-type: none"> • BDMRR Act • Citizenship Act 1977 • Citizenship (Western Samoa) Act 1982 • Civil Union Act 2004 • Marriage Act 1955 • Passport Act 1992
Renunciation	The formal act of giving up an individual's right to New Zealand Citizenship under section 15 of the Citizenship Act 1977.
RUC Collector	As defined in section 5(1) of the Road User Charges Act 2012.
SDO	<p>Service Delivery and Operations</p> <p>Business branch within DIA responsible for Identity and Passport Services, Charities Services, Births, Deaths, Marriages, Citizenship, Authentications and Translations, Community Operations, Customer Services and Pou Ārahi.</p>
Security Breach	An event in which sensitive, protected or confidential information is copied, transmitted, viewed, stolen or used by an unauthorised individual.
Travel Document	A document that is a New Zealand Passport, a New Zealand Certificate of Identity, a New Zealand Emergency Travel Document or a New Zealand Refugee Travel Document.
Transport Service Licence	As defined in section 2(1) of the LTA.
Visa	A visa as defined in section 4 of the Immigration Act 2009.
Visa Information	Information relating to any application(s) by the individual (including any supporting documents provided by the individual) for a Visa.

2. The parties involved and the Lead Agency

The parties to this Agreement are:

- Accident Compensation Corporation (ACC);
- Ministry of Business, Innovation, and Employment (MBIE), including Immigration New Zealand;
- Ministry of Education (MoE);
- Ministry of Social Development (MSD);
- New Zealand Transport Agency (NZTA);
- the Department of Internal Affairs (DIA);
- the Registrar of Motor Vehicles;
- the Registrar-General of Births, Deaths and Marriages (Registrar-General); and
- the Road User Charges (RUC) Collector (RUC Collector).

The Lead Agency is DIA.

3. Background

When individuals apply for public services from New Zealand government agencies, they are frequently asked to provide evidence of their identity or other aspects of their entitlement to the public services. The relevant evidence may be supplied in the form of physical documentation (e.g. a birth certificate), but in a number of cases agencies have set up authorised arrangements to permit specific information to be shared agency to agency. These arrangements are largely information matching agreements, and the limitations of these instruments have led to an environment with many agreements that are narrow, expensive to administer and difficult to adjust in response to changing needs.

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

This AISA covers the sharing of Personal Information with Partners for the purposes of providing 'Customer Nominated Services'. Customer Nominated Services are public services provided by the parties that individuals wish to utilise. The parties do not require the individual's information until the individual has initiated access to the public service.

Studylink is an example of a Customer Nominated Service because eligible individuals are able to apply for a student loan, but uptake of the public service is not compulsory.

The individual does not always need to consent to all the information sharing as some sharing is mandated or permitted by legislation, and will therefore occur by virtue of an individual's decision to utilise a particular public service.

4. Objectives and purposes of this Agreement

4.1. Objectives

The objectives of this Agreement are to:

- a) gain customer service efficiencies and reduce the compliance load for individuals associated with provision of Personal Information through facilitating increased collaboration between parties;
- b) verify aspects of an individual's identity or entitlement of an individual applying for or receiving public services;
- c) enable updating of records when an individual's circumstances change;
- 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.

4.2. Purposes

The purposes of this information sharing are to:

- a) notify an individual of public services they may be eligible to access;
- b) verify an individual's identity;
- c) ensure that an individual is not required to provide to a party identity or Life Event records that DIA or the Registrar-General already holds, when applying for or utilising public services;
- d) ensure eligibility and entitlement requirements are met when an individual is applying for or receiving public services;
- e) enable cleansing and updating of records upon the change in circumstances of an individual;
- f) enable parties to provide additional protection to the Personal Information shared by the Registrar-General where the individual has an active Non-Disclosure Direction; and
- g) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings, including judicial review.

5. Exemptions to information privacy principles

For the purposes of this Agreement, Information Privacy Principles (IPPs) 2, 10 and 11 which are set out in Section 6 of the Privacy Act 1993 are exempted (by the Order in Council) as follows:

- **IPP 2: Source of Personal Information**

It is not a breach of information privacy principle 2 for a party to collect Personal Information from, or within, a party in accordance with this Agreement and for one or more of the purposes specified in Clause 4.2.

- **IPP 10: Limits on the Use of Personal Information**

It is not a breach of information privacy principle 10 for Personal Information collected by, or within, a party to be utilised in accordance with this Agreement and for one or more of the purposes specified in Clauses 8.

- **IPP 11: Limits on Disclosure of Personal Information**

It is not a breach of information privacy principle 11 for a party to disclose Personal Information to a party, or within, a party in accordance with this Agreement and for one or more of the purposes specified in Clause 4.2.

It is also not a breach of information privacy principle 11 for a party to disclose Personal Information to a party as part of making a request for Personal Information.

6. The public services facilitated

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

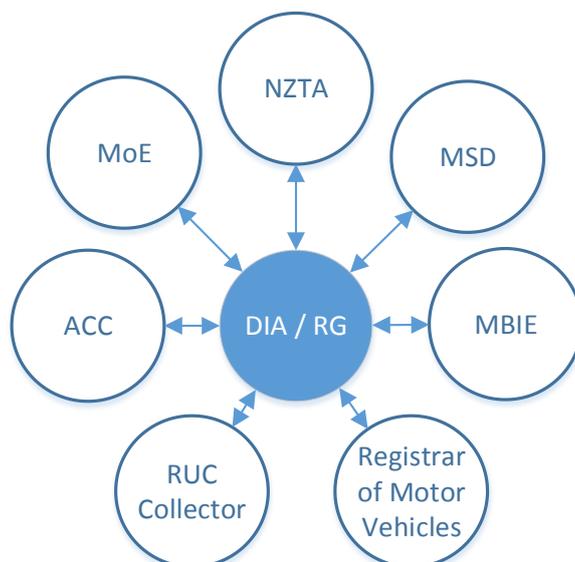
- (a) accurate and efficient assessment of eligibility for and entitlement to receive public services that an individual applies for or decides to utilise;
- (b) accurate and efficient delivery of public services that an individual applies for or decides to utilise; and
- (c) the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

7. 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.

Personal Information may only be shared under this Agreement where DIA / the Registrar-General is either the providing or receiving party.

The following diagram depicts the information flows:



The Personal Information that can be shared by each party is specified in the relevant Schedule as below:

- Schedule 1 – DIA

- Schedule 2 – Registrar-General
- Schedule 3 – NZTA
- Schedule 4 – MSD
- Schedule 5 – MBIE
- Schedule 6 – MoE
- Schedule 7 – ACC
- Schedule 8 – Registrar of Motor Vehicles
- Schedule 9 – RUC Collector

8. How parties may use the Personal Information

Personal Information may be used by each party as specified in the relevant Schedule as below:

- Schedule 1 – DIA
- Schedule 2 – Registrar-General
- Schedule 3 – NZTA
- Schedule 4 – MSD
- Schedule 5 – MBIE
- Schedule 6 – MoE
- Schedule 7 – ACC
- Schedule 8 – Registrar of Motor Vehicles
- Schedule 9 – RUC Collector

9. Adverse Actions

Section 96Q of the Privacy Act 1993 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 give those individuals 10 working days to dispute the information received.

Parties will dispense with the notice requirements under section 96Q if they have 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, where advance notification to a suspect would be likely to prejudice the investigation or prosecution of an alleged offender or offence.

Details of expected Adverse Actions as a result of information being shared under this Agreement are specified in the relevant Schedules.

10. How to view this Agreement

This Agreement can be viewed on DIA’s website www.dia.govt.nz and at:

Department of Internal Affairs
45 Pipitea Street
Thorndon
Wellington 6011

11. Overview of operational processes

The first time information is shared with each party relating to an individual, DIA / the Registrar-General will automatically allocate the individual a unique Partner Specific Customer Identifier (PSCID) in relation to the requesting party. The PSCID will be used going forwards by the parties when conversing about the identified individual with that party.

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:

- API based transfer;
- Direct system access;
- Email;
- Paper based transfer; and
- Bulk transfer.

As a first step of information sharing under this Agreement, a one off bulk exchange of information collected prior may occur to allow the receiving party to do a one- off update of their records for one or more of the purposes specified in Clauses 8.

The operational procedures detail the operational processes for providing and receiving information for each party.

12. Safeguards to protect privacy

12.1. 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 Public Sector Standards of Integrity and Conduct.
- b) The staff of all parties to this Agreement performing the services set out in this Agreement will hold all necessary statutory powers and delegations required for the provision of those services, and will comply with relevant operational policy and procedures.

12.2. 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 to this Agreement will provide the raw Personal Information obtained under this Agreement to other agencies 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 Personal Information received under this Agreement from disclosing their information.
- b) Processes and procedures exist within each party to ensure that information sent under this Agreement is transferred separately from information transferred under other agreements.
- c) Processes and procedures exist within each party to ensure that the Personal Information is only used for the purposes specified in this Agreement and remains protected.
- d) Processes and procedures exist within each party to ensure that the Personal Information is not held longer than required.
- e) Parties may put constraints and / or caveats on information provided under this Agreement. This includes but is not limited to, any constraints and / or caveats that are required to comply with protections imposed by any law or statute other than the Privacy Act, or to take account of legal privilege as defined in the Evidence Act 2006.
- f) Each party is responsible for ensuring constraints and / or caveats are complied with upon receipt or disclosure of information shared under this Agreement.
- g) Each party will handle Adverse Actions they may take in accordance with Clause 9.
- h) The PSCID will not be used as a unique identifier by any party other than DIA and the Registrar-General.
- i) If the individual the information relates to is resident in the United Kingdom or Europe and the receiving party is subject to the UK Data Protection Act 2018 or the European General Data Protection Regulation (EU) 2016/679, then the receiving party will provide a copy of their privacy notice to the individual concerned on receipt of the information.
- j) No party is obliged to provide any of the requested information to be shared under this Agreement.
- k) DIA's access to and use of photographic images of driver licence holders under this agreement is enabled by section 200(2) of the LTA. Employees of DIA acting in the course of their official duties may access or use photographic images of driver licence holders to verify the identity of a particular individual.

12.3. 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 are 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 then updates as a result of a request for correction by the individual (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, as far as reasonably practicable. This does not apply to information supplied for the purposes of issuing a PSCID.

12.4. 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 Privacy Act requests relating to Personal Information held by that party as appropriate in the circumstances.

12.5. 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, not exempted 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 breach of any IPP has occurred, in relation to information shared under this Agreement, and not exempted by this Agreement, the identifying party will notify DIA's Privacy Officer as soon as possible.
- c) All relevant parties shall ensure that reasonable assistance is provided to any investigation into an actual or suspected Privacy Breach in relation to information shared under this Agreement.
- d) Where a DIA investigation confirms actions amounting to a notifiable Privacy Breach in relation to information shared under this Agreement, in accordance with legislation the Privacy Commissioner and individuals will be notified by DIA as required.
- e) Any party may suspend sharing under this Agreement to allow time for a Privacy Breach to be remedied.

12.6. 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.

12.7. Security

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

- a) All information shared 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 Security Breach is found to have occurred in relation to information shared under this Agreement, the identifying party will notify DIA's Chief Security Officer as soon as possible.

- d) Reporting of near misses / security investigations in relation to information shared under this Agreement will be provided by all parties to DIA's Chief Security Officer on the agreed schedule.
- e) 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.
- f) Any party may suspend its sharing under this Agreement to allow time for a Security Breach to be remedied.

13. 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.

14. Fees / costs

Fees associated with this Agreement, if any, as agreed will be notified by DIA in writing to the other parties.

15. 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 or DIA's nominated representative for resolution.

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

16. Review of this Agreement

A joint review of this Agreement must be undertaken by all parties whenever any party believes that such a review is necessary.

DIA shall conduct a review annually or at intervals specified by the Privacy Commissioner as specified in sections 96S – 96U of the Privacy Act 1993. The report relating to the review 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.

17. Minor amendments to this Agreement

Minor amendments to this Agreement as set out in section 96V(5) of the Privacy Act 1993 will be in writing and signed by all the parties.

Should parties be unable to agree on amendments to this Agreement the matter will be dealt with in accordance with Clause 15 above.

18. Major amendments to this Agreement

Major amendments to this Agreement will be made in accordance with section 96V(1) - (4) of the Privacy Act 1993.

Should parties be unable to agree on amendments to this Agreement the matter will be dealt with in accordance with Clause 15 above.

19. Term, performance and termination

This Agreement comes into force on the date specified in the Order in Council giving legal effect to it.

This Agreement shall continue to be in force until either all the parties agree to terminate this Agreement, or the Order in Council is revoked.

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 following obligations in this Agreement shall remain in force notwithstanding the termination of this Agreement: 12.2(a), 12.2(c), 12.2(d), 12.2.(f), 12.2.(g),12.2(h), 12.3(c), 12.4, 12.5, 12.7 and 13.

If extraordinary circumstances arise (including but not limited to earthquake, volcanic eruption, fire, flood, storm 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.

20. Party representatives

Each 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 1993 and this Agreement. The initial contact persons are as follows:

Party	Contact and Role
Department of Internal Affairs (DIA)	Logan Fenwick Manager Information Partnerships Service Delivery & Operations Logan.Fenwick@dia.govt.nz
Registrar-General Births, Deaths and Marriages (Registrar-General)	Adrian Jarvis Deputy Registrar-General Service Delivery & Operations Adrian.Jarvis@dia.govt.nz
New Zealand Transport Agency (NZTA)	Sue Hardiman Senior Manager Vehicle and Driver Licensing Sue.Hardiman@nzta.govt.nz

Party	Contact and Role
Ministry of Social Development (MSD)	Warren Hudson General Manager Integrity and Fraud warren.hudson001@msd.govt.nz
Ministry of Business, Innovation, and Employment (MBIE)	Jacqui Ellis General Manager, Intelligence, Data and Insights Immigration New Zealand Jacqui.Ellis@mbie.govt.nz
Ministry of Education (MoE)	Selena Smeaton Manager, Information Management Data Information and Stewardship information.sharing@education.govt.nz
Accident Compensation Corporation (ACC)	Sebastian Morgan-Lynch Privacy Officer Sebastian.Morgan-Lynch@acc.co.nz
Registrar of Motor Vehicles	Hayley Evans Senior Manager System Integrity Hayley.Evans@nzta.govt.nz
Road User Charges (RUC) Collector (RUC Collector)	Paul Fantham Senior Manager Commercial Licensing and Revenue Paul.Fantham@nzta.govt.nz

All notices and other communications between the parties under this Agreement shall be sent to the contact persons specified above.

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 contacts for the Registrar-General or DIA are updated, then all parties will be advised.

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.

21. Acceptance

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



Paul James

Secretary for Internal Affairs / Chief Executive
Department of Internal Affairs

Dated: 3 April 2020



Jeff Montgomery

Registrar-General / Births, Deaths and Marriages
/ General Manager Services and Access
Department of Internal Affairs

Dated: 6 April 2020



Chief Executive

New Zealand Transport Agency

Dated: 2 April 2020



Chief Executive

Ministry of Social Development

Dated: 24 March 2020



Chief Executive

Ministry of Business, Innovation, and
Employment

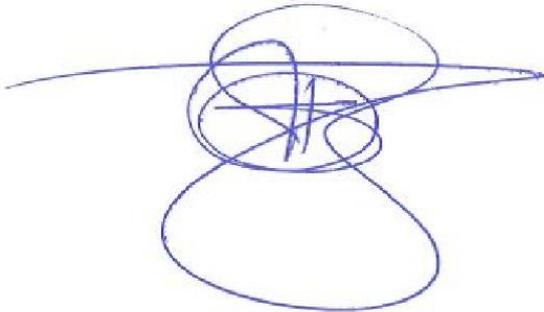
Dated: 4 May 2020



Secretary for Education

Ministry of Education

Dated: 15 April 2020



Chief Executive

Accident Compensation Corporation

Dated: 17 April 2020



Registrar of Motor Vehicles

New Zealand Transport Agency

Dated: 2 April 2020

A handwritten signature in black ink, appearing to read 'Andrew Ross', written in a cursive style.

Road User Charges Collector

New Zealand Transport Agency

Dated: 2 April 2020

Schedule 1 – DIA

1. Description of Personal Information to be shared

Personal Information that can be shared by DIA under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	All
Registered Information	Citizenship Information excluding the following: <ul style="list-style-type: none"> • Pre-adoptive records • Pre-sexual assignment or reassignment records • Records with a Family Violence Act Non-Disclosure Directive 	Schedule 1 – Clause 2 (b), (c), (d), (e), (f) and (g) Schedule 3 – Clause 2 (a), (b) and (d) Schedule 5 – Clause 2 (a), (b) and (d) Schedule 6 – Clause 2 (a), (b) and (e) Schedule 7 – Clause 2 (a) and (b) Schedule 8 – Clause 2 (a) and (c)
Travel Documents	New Zealand Passport Information excluding the following: <ul style="list-style-type: none"> • Pre-adoptive records • Pre-sexual assignment or reassignment records 	Schedule 1 – Clause 2 (b), (c), (d), (e), (f) and (g) Schedule 3 – Clause 2 (a), (b), (c) and (d) Schedule 4 – Clause 2 (a) and (b) Schedule 5 – Clause 2 (a), (b), (c) and (d) Schedule 6 – Clause 2 (a), (b), (c), (d) and (e) Schedule 7 – Clause 2 (a) and (b) Schedule 8 – Clause 2 (a), (b) and (c) Schedule 9 – Clause 2 (a), (b) and (c)

Category	Includes	Uses
	New Zealand Certificate of Identity Information	Schedule 1 – Clause 2 (b), (c), (d), (e), (f) and (g) Schedule 3 – Clause 2 (a), (b) and (d) Schedule 4 – Clause 2 (a) and (b) Schedule 6 – Clause 2 (a), (b), (c), (d) and (e) Schedule 7 – Clause (a) and (b) Schedule 8 – Clause 2 (a) and (c) Schedule 9 – Clause 2 (a) and (c)
	New Zealand Refugee Travel Document Information	Schedule 1 – Clause 2 (b), (c), (d), (e), (f) and (g) Schedule 3 – Clause 2 (a), (b) and (d) Schedule 4 – Clause 2 (a) and (b) Schedule 6 – Clause 2 (a), (b), (c), (d) and (e) Schedule 7 – Clause (a) and (b) Schedule 8 – Clause 2 (a) and (c) Schedule 9 – Clause 2 (a) and (c)
Electronic Identity Credential Application Information	Information provided by the individual when applying for an Electronic Identity Credential	Schedule 1 – Clause 2 (b), (c), (f) and (g) Schedule 2 – Clause 2 (b) and (c) Schedule 3 – Clause 2 (d) and (e) Schedule 5 – Clause 2 (d) and (e)

Note: Information shared by the Registrar-General is included in Schedule 2.

2. How DIA may use Personal Information provided by DIA

The Personal Information received by DIA from DIA may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) confirm the validity of identity information in support of an Electronic Identity Credential.

- c) ensure that each individual can only be issued with one valid Electronic Identity Credential.
- d) attribute attributes to an individual's Electronic Identity Credential.
- e) populate an Application for an Electronic Identity Credential when applied for at the same time as another Identity Service.
- f) verify an individual's identity when applying for Identity Services.
- g) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

3. How DIA may use Personal Information provided by the Registrar-General

The Personal Information received by DIA from the Registrar-General may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) update the records of an individual with an Electronic Identity Credential upon their death.
- c) update the records of an individual with an Electronic Identity Credential upon a name or gender change.
- d) update the records of an individual with an Electronic Identity Credential upon a marriage or civil union.
- e) confirm the validity of identity information in support of an Electronic Identity Credential.
- f) ensure that each individual can only be issued with one valid Electronic Identity Credential.
- g) attribute attributes to an individual's Electronic Identity Credential.
- h) populate an Application for an Electronic Identity Credential when applied for at the same time as another Identity Service.
- i) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- j) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

4. How DIA may use Personal Information provided by NZTA

The Personal Information received by DIA from NZTA may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) recommend or determine the suitability of an individual for New Zealand Citizenship.
- c) verify an individual's identity when applying for Identity Services.
- d) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.
- e) confirm the validity of identity information in support of an Electronic Identity Credential.

- f) ensure that each individual can only be issued with one valid Electronic Identity Credential.
- g) attribute attributes to an individual's Electronic Identity Credential.

5. How DIA may use Personal Information provided by MSD

The Personal Information received by DIA from MSD may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) recommend or determine the suitability of an individual for New Zealand Citizenship.
- c) verify an individual's identity when applying for Identity Services.
- d) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

6. How DIA may use Personal Information provided by MBIE

The Personal Information received by DIA from MBIE may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) ensure that an individual applying for New Zealand Citizenship or the individual's guardians are not required to provide identity and Life Event records that Immigration New Zealand holds.
- c) ensure that an individual applying for a New Zealand Certificate of Identity or New Zealand Refugee Travel Document is not required to provide information that Immigration New Zealand holds.
- d) recommend or determine the suitability of an individual for New Zealand Citizenship.
- e) contact individuals who meet the presence requirements for New Zealand Citizenship.
- f) verify an individual's identity when applying for Identity Services.
- g) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.
- h) confirm the validity of identity information in support of an Electronic Identity Credential.
- i) ensure that each individual can only be issued with one valid Electronic Identity Credential.
- j) attribute attributes to an individual's Electronic Identity Credential.

7. How DIA may use Personal Information provided by MoE

The Personal Information received by DIA from MoE may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) verify an individual's identity when applying for Identity Services.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

8. How DIA may use Personal Information provided by ACC

The Personal Information received by DIA from ACC may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) recommend or determine the suitability of an individual for New Zealand Citizenship.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

9. How DIA may use Personal Information provided by the Registrar of Motor Vehicles

The Personal Information received by DIA from the Registrar of Motor Vehicles may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) recommend or determine the suitability of an individual for New Zealand Citizenship.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

10. How DIA may use Personal Information provided by the RUC Collector

The Personal Information received by DIA from the RUC Collector may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) recommend or determine the suitability of an individual for New Zealand Citizenship.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

11. Adverse Actions

DIA can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from a party or within DIA:

- a) remove an individual's name from a New Zealand Citizenship register in circumstances where it has been erroneously registered.
- b) decline to register an individual as a New Zealand citizen by descent.
- c) provide adverse advice to the Minister of Internal Affairs in relation to an Application for an evidentiary certificate of New Zealand Citizenship.
- d) provide adverse advice to the Minister of Internal Affairs in relation to an Application for the grant of New Zealand Citizenship.
- e) provide adverse advice to the Minister of Internal Affairs in relation to a potential Deprivation of New Zealand Citizenship.
- f) decline to issue a Travel Document.
- g) issue a New Zealand Passport for a period shorter than the standard duration.
- h) decline to issue an Electronic Identity Credential.
- i) cancel an Electronic Identity Credential.
- j) update the known names associated with an Electronic Identity Credential.
- k) 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.
- l) engage in civil proceedings in relation to Life Events, Deprivations of New Zealand Citizenship or Travel Documents.

Schedule 2 – Registrar-General

1. Description of Personal Information to be shared

Personal Information that can be shared by the Registrar-General with all parties under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	All
Registered Information	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 	Schedule 1 – Clause 3 (c), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (b), (d), (f) and (i) Schedule 4 – Clause 3 (a), (c), (g) and (i) Schedule 5 – Clause 3 (a), (c) and (g) Schedule 6 – Clause 3 (a), (b), (c), (d), (g) and (i) Schedule 7 – Clause 3 (a), (c) and (f) Schedule 8 – Clause 3 (a), (c), (e) and (h) Schedule 9 – Clause 3 (a), (c), (e) and (g)
	An individual's new name and previous name contained within the register maintained by the Registrar-General relating to births when a pre-sexual assignment or reassignment has occurred. This excludes records with a Family Violence Act Non-Disclosure Directive	Schedule 1 – Clause 3 (c), (e), (f) and (j) Schedule 3 – Clause 3 (d) and (i) Schedule 4 – Clause 3 (c) and (i) Schedule 5 – Clause 3 (c) and (g)

Category	Includes	Uses
	Death Information	Schedule 1 – Clause 3 (b), (e), (f) and (j) Schedule 3 – Clause 3 (a), (c) and (i) Schedule 4 – Clause 3 (a), (b), (f) and (i) Schedule 5 – Clause 3 (a), (b), (e) and (g) Schedule 6 – Clause 3 (a), (b), (f) and (i) Schedule 7 – Clause 3 (a), (b) and (f) Schedule 8 – Clause 3 (a), (b) and (h) Schedule 9 – Clause 3 (a), (b) and (g)
	Marriage Information, excluding records with a Family Violence Act Non-Disclosure Directive	Schedule 1 – Clause 3 (d), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (e), (f) and (i) Schedule 4 – Clause 3 (a), (d), (e) and (i) Schedule 5 – Clause 3 (a), (d) and (g) Schedule 6 – Clause 3 (a), (h) and (i) Schedule 7 – Clause 3 (a), (d) and (f) Schedule 8 – Clause 3 (a), (d), (e) and (h) Schedule 9 – Clause 3 (a), (d), (e) and (g)

Category	Includes	Uses
	Civil Union Information, excluding records with a Family Violence Act Non-Disclosure Directive	Schedule 1 – Clause 3 (d), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (e), (f) and (i) Schedule 4 – Clause 3 (a), (d), (e) and (i) Schedule 5 – Clause 3 (a), (d) and (g) Schedule 6 – Clause 3 (a), (h) and (i) Schedule 7 – Clause 3 (a), (d) and (f) Schedule 8 – Clause 3 (a), (d), (e) and (h) Schedule 9 – Clause 3 (a), (d), (e) and (g)
	Name Change Information, excluding records with a Family Violence Act Non-Disclosure Directive	Schedule 1 – Clause 3 (c), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (d), (f) and (i) Schedule 4 – Clause 3 (a), (c) and (i) Schedule 5 – Clause 3 (a), (c) and (g) Schedule 6 – Clause 3 (a), (g) and (i) Schedule 7 – Clause 3 (a), (c) and (f) Schedule 8 – Clause 3 (a), (c), (e) and (h) Schedule 9 – Clause 3 (a), (c), (e) and (g)

Category	Includes	Uses
	Information contained within Name Change Lodgements, excluding records with a Family Violence Act Non-Disclosure Directive	Schedule 1 – Clause 3 (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a) and (i) Schedule 4 – Clause 3 (a), (c) and (i) Schedule 5 – Clause 3 (a), (c) and (g) Schedule 6 – Clause 3 (a) and (i) Schedule 7 – Clause 3 (a), (c) and (f) Schedule 8 – Clause 3 (a), (c), (e) and (h) Schedule 9 – Clause 3 (a) and (g)
Overseas Information	Overseas Death Information	Schedule 1 – Clause 3 (b), (e), (f) and (j) Schedule 3 – Clause 3 (a), (c) and (i) Schedule 4 – Clause 3 (a), (b), (f) and (i) Schedule 5 – Clause 3 (a), (b), (e) and (g) Schedule 6 – Clause 3 (a), (b), (f) and (i) Schedule 7 – Clause 3 (a), (b) and (f) Schedule 8 – Clause 3 (a), (b) and (h) Schedule 9 – Clause 3 (a), (b) and (g)

Category	Includes	Uses
	Overseas Name Change Information	Schedule 1 – Clause 3 (c), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (d), (f) and (i) Schedule 4 – Clause 3 (a), (c) and (i) Schedule 5 – Clause 3 (a), (c) and (g) Schedule 6 – Clause 3 (a), (g) and (i) Schedule 7 – Clause 3 (a), (c) and (f) Schedule 8 – Clause 3 (a), (c), (e) and (h) Schedule 9 – Clause 3 (a), (c), (e) and (g)
	Overseas Marriage and Civil Union Information	Schedule 1 – Clause 3 (d), (e), (f), (g), (h) and (j) Schedule 3 – Clause 3 (a), (e), (f) and (i) Schedule 4 – Clause 3 (a), (d), (e) and (i) Schedule 5 – Clause 3 (a), (d) and (g) Schedule 6 – Clause 3 (a), (h) and (i) Schedule 7 – Clause 3 (a), (d) and (f) Schedule 8 – Clause 3 (a), (d), (e) and (h) Schedule 9 – Clause 3 (a), (d), (e) and (g)
Non-Disclosure Direction	Information contained within the Non-Disclosure Direction Application, under the BDMRR Act, including the date it came into force	Schedule 1 – Clause 3 (i) and (j) Schedule 3 – Clause 3 (g), (h) and (i) Schedule 4 – Clause 3 (h) and (i) Schedule 5 – Clause 3 (f) and (g) Schedule 6 – Clause 3 (e) and (i) Schedule 7 – Clause 3 (e) and (f) Schedule 8 – Clause 3 (f), (g) and (h) Schedule 9 – Clause 3 (f) and (g)

2. How the Registrar-General may use Personal Information provided by DIA

The Personal Information received by the Registrar-General from DIA may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) verify an individual's identity when applying for Identity Services.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

3. How the Registrar-General may use Personal Information provided by NZTA

The Personal Information received by the Registrar-General from NZTA may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) verify an individual's identity when applying for Identity Services.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

4. How the Registrar-General may use Personal Information provided by MSD

The Personal Information received by the Registrar-General from MSD may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) assist with the location of a parent for unregistered births.
- c) verify an individual's identity when applying for Identity Services.
- d) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

5. How the Registrar-General may use Personal Information provided by MBIE

The Personal Information received by the Registrar-General from MBIE may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.

- b) confirm the eligibility of a child to be registered as a citizen by birth based on their parents' residency status.
- c) confirm the eligibility of an individual when applying for or utilising Identity Services.
- d) assist with the location of a parent for unregistered births.
- e) verify an individual's identity when applying for Identity Services.
- f) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

6. How the Registrar-General may use Personal Information provided by MoE

The Personal Information received by the Registrar-General from MoE may be used to:

- a) identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.
- b) verify an individual's identity when applying for Identity Services.
- c) enable the prevention, detection, investigation and prosecution of offences under Relevant Legislation, and the conduct of civil proceedings including judicial review in relation to Identity Services.

7. How the Registrar-General may use Personal Information provided by ACC

The Personal Information received by the Registrar-General from ACC may be used to identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.

8. How the Registrar-General may use Personal Information provided by the Registrar of Motor Vehicles

The Personal Information received by the Registrar-General from the Registrar of Motor Vehicles may be used to identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.

9. How the Registrar-General may use Personal Information provided by the RUC Collector

The Personal Information received by the Registrar-General from the RUC Collector may be used to identify the individual about whom information is requested and issue a Partner Specific Customer Identifier if one does not already exist.

10. Adverse Actions

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

- a) decline to register an individual as a New Zealand citizen by birth.
- b) decline to register parents' details in certain circumstances.
- c) decline to accept a registration of birth in certain circumstances.
- d) decline to issue a certificate or copy of a source document.
- e) decline to issue a marriage or civil union licence.
- f) decline to accept a name in relation to a birth recorded in certain circumstances.
- g) decline to accept a name change in certain circumstances.
- h) investigate any matter that may constitute an offence under any Relevant Legislation and prosecute the offence or report any suspected offence to the New Zealand Police.
- i) engage in civil proceedings in relation to Life Events.

Schedule 3 – NZTA

1. Description of Personal Information to be shared

Personal Information that can be shared by NZTA with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 4 (a) Schedule 2 – Clause 3 (a)
Driver Licence Records	Driver Licence Information, excluding records marked confidential	Schedule 1 – Clause 4 (b), (c), (d), (e), (f) and (g) Schedule 2 – Clause 3 (b) and (c)
	Driver Licence Images, excluding records marked confidential, in accordance with s200(2) of the LTA	Schedule 1 – Clause 4 (c), (d), (e), (f) and (g) Schedule 2 – Clause 3 (b) and (c)
	Demerit Points	Schedule 1 – Clause 4 (b) and (d)
Debt	Current debt to the Crown excluding debt under the Land Transport Management Act 2003	Schedule 1 – Clause 4 (b) and (d)
	Historical debt to the Crown excluding debt under the Land Transport Management Act 2003	Schedule 1 – Clause 4 (b) and (d)

2. How NZTA may use personal Information provided by DIA

The Personal Information received by NZTA from DIA may be used to:

- ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that DIA holds.
- confirm that specified types of Driver Licence and Transport Service Licence holders are entitled to work in New Zealand.
- assist in the location of individuals.
- enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.
- identify an individual applying for an Electronic Identity Credential.

3. How NZTA may use Personal Information provided by the Registrar-General

The Personal Information received by NZTA from the Registrar-General may be used to:

- a) ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) confirm that specified types of Driver Licence and Transport Service Licence holders are entitled to work in New Zealand.
- c) update the records of an individual upon their death.
- d) update the records of an individual upon a name change.
- e) update the records of an individual upon their marriage or civil union.
- f) contact individuals who may wish to receive a new Driver Licence or Transport Service Licence in a different name.
- g) contact individuals who may wish to have their Driver Licence or Transport Service Licence details marked as confidential.
- h) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- i) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

NZTA can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) cancel the Driver Licence(s) or Transport Service Licence(s) of a deceased individual.
- c) update the known names associated with an individual.
- d) engage in the collection of debt to the Crown.
- 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.
- f) engage in civil proceedings.

Schedule 4 – MSD

1. Description of Personal Information to be shared

Personal Information that can be shared by MSD with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 5 (a) Schedule 2 – Clause 4 (a)
Debt	Current debt to the Crown	Schedule 1 – Clause 5 (b) and (d)
	Historic debt to the Crown	Schedule 1 – Clause 5 (b) and (d)
Parents' or Caregivers' Contact Details	Information to contact the parents or caregivers of an individual including name, address, phone numbers and email address	Schedule 2 – Clause 4 (b) and (d)
Status	Confirmation individual known to MSD	Schedule 1 – Clause 5 (c) and (d) Schedule 2 – Clause 4 (c) and (d)

2. How MSD may use Personal Information provided by DIA

The Personal Information received by MSD from DIA may be used to:

- ensure that an individual applying for or utilising MSD Services is not required to provide identity and Life Event records that DIA holds.
- enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

3. How MSD may use Personal Information provided by the Registrar-General

The Personal Information received by MSD from the Registrar-General may be used to:

- ensure that an individual applying for or utilising MSD Services is not required to provide identity and Life Event records that the Registrar-General holds.

- b) update the records of an individual or persons associated with the individual upon an individual's death.
- c) update the records of an individual upon a name change.
- d) update the records of an individual upon their marriage or civil union.
- e) assess or reassess the eligibility for and entitlement to benefits, allowances and services on the marriage or civil union of an individual.
- f) assess or reassess the eligibility for and entitlement to benefits, allowances and services on the death of an individual or a person associated with the individual.
- g) assess or reassess the eligibility for and entitlement to benefits, allowances and services on the birth of a child.
- h) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- i) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

MSD can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) suspend payment of benefits to deceased individuals.
- c) update the known names associated with an individual.
- d) decline to grant a benefit or allowance applied for.
- e) reassess an individual's eligibility for and entitlement to benefits and allowances.
- f) 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.
- g) engage in civil proceedings.

Schedule 5 – MBIE

1. Description of Personal Information to be shared

Personal Information that can be shared by MBIE with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 6 (a) Schedule 2 – Clause 5 (a)
Visa Information	Current Visa Information	Schedule 1 – Clause 6 (b), (c), (d), (e), (f), (g), (h), (i) and (j) Schedule 2 – Clause 5 (b), (c), (e) and (f)
	Historic Visa Information	Schedule 1 – Clause 6 (b), (d), (e), (g), (h) and (i)
	Details of known or suspected offending relevant to consideration of an individual’s liability for deportation	Schedule 1 – Clause 6 (d), (g), (h) and (i)
	Information relating to the individual’s English language proficiency	Schedule 1 – Clause 6 (b), (d) and (g)
Good Character	Additional Information Notification	Schedule 1 – Clause 6 (d), (g), (h) and (i)
	An individual’s general history relevant to an assessment of the individual’s character	Schedule 1 – Clause 6 (d), (g), (h) and (i)
Travel Movement	Travel movements of an individual	Schedule 1 – Clause 6 (b), (d), (e) and (g) Schedule 2 – Clause 5 (b) and (f)
Identity Documents	Overseas Birth Information	Schedule 1 – Clause 6 (b) and (g) Schedule 2 – Clause 5 (f)
	Overseas Marriage and Civil Union Information	Schedule 1 – Clause 6 (b) and (g) Schedule 2 – Clause 5 (f)
	Overseas Citizenship Information	Schedule 1 – Clause 6 (b) and (g) Schedule 2 – Clause 5 (f)

Category	Includes	Uses
	Overseas Passport and Certificate of Identity Information	Schedule 1 – Clause 6 (b), (g), (h), (i) and (j) Schedule 2 – Clause 5 (f)
	Information contained within Police reports issued outside of New Zealand	Schedule 1 – Clause 6 (b), (d) and (g) Schedule 2 – Clause 5 (f)
	Overseas Death Information	Schedule 1 – Clause 6 (b), (g), (h) and (i) Schedule 2 – Clause 5 (f)
Parents' or Caregivers' Contact Details	Information to contact the parents or caregivers of an individual including name, address, phone numbers and email address	Schedule 2 – Clause 5 (d) and (f)

2. How MBIE may use Personal Information provided by DIA

The Personal Information received by MBIE from DIA may be used to:

- a) ensure that an individual applying for or utilising MBIE services is not required to provide identity and Life Event records that DIA holds.
- b) update an individual's Immigration New Zealand records.
- c) update new passport information for New Zealand citizens to ensure identities are accurately maintained.
- d) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.
- e) identify an individual applying for an Electronic Identity Credential.

3. How MBIE may use Personal Information provided by the Registrar-General

The Personal Information received by MBIE from the Registrar-General may be used to:

- a) ensure that an individual applying for or utilising MBIE services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) update the records of an individual or persons associated with the individual upon an individual's death.
- c) update the records of an individual upon a name change.
- d) update the records of an individual or persons associated with the individual upon a marriage or civil union.
- e) cease enforcement actions against deceased individuals or persons associated with the individual.
- f) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.

- g) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

MBIE can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) cancel the visa of deceased visa holders.
- c) cancel the visa of associated persons of a deceased visa holder.
- d) update the known names associated with a visa holder or associated person(s).
- e) commence deportation activities.
- f) investigate any matter that may constitute an offence under any legislation it administers and prosecute any immigration related offence or report any suspected offence to the New Zealand Police.
- g) engage in civil proceedings.

Schedule 6 – MoE

1. Description of Personal Information to be shared

Personal Information that can be shared by MoE with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 7 (a) Schedule 2 – Clause 6 (a)
Status	Confirmation individual known to MoE	Schedule 1 – Clause 7 (b) and (c) Schedule 2 – Clause 6 (b) and (c)

2. How MoE may use Personal Information provided by DIA

The Personal Information received by MoE from DIA may be used to:

- a) ensure that an individual applying, directly or indirectly, for, or utilising Education Services is not required to provide identity and Life Event records that DIA holds.
- b) assess or reassess an individual’s eligibility for and entitlement to Education Services.
- c) assist in the location of children not enrolled in school, or their parents or their caregivers.
- d) enable MoE to pro-actively contact parents or caregivers of children to provide assistance and information to help get children enrolled in Education Services.
- e) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

3. How MoE may use Personal Information provided by the Registrar-General

The Personal Information received by MoE from the Registrar-General may be used to:

- a) ensure that an individual applying, directly or indirectly, for, or utilising Education Services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) assess or reassess an individual’s eligibility for and entitlement to Education Services.
- c) assist in the location of children not enrolled in school, or their parents or their caregivers.
- d) enable MoE to pro-actively contact parents or caregivers of children to provide assistance and information to help get children enrolled in Education Services.

- e) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- f) update the records of an individual upon their death.
- g) update the records of an individual upon a name change.
- h) update the records of an individual upon their marriage or civil union.
- i) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

MoE can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to fund a student's education in certain circumstances.
- b) 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.
- c) engage in civil proceedings.

Schedule 7 – ACC

1. Description of Personal Information to be shared

Personal Information that can be shared by ACC with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 8 (a) Schedule 2 – Clause 7
Debt	Current debt to ACC	Schedule 1 – Clause 8 (b) and (c)
	Historical debt to ACC	Schedule 1 – Clause 8 (b) and (c)

2. How ACC may use Personal Information provided by DIA

The Personal Information received by ACC from DIA may be used to:

- a) ensure that an individual applying for or utilising ACC services is not required to provide identity and Life Event records that DIA holds.
- b) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

3. How ACC may use Personal Information provided by the Registrar-General

The Personal Information received by ACC from the Registrar-General may be used to:

- a) ensure that an individual applying for or utilising ACC services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) update the records of an individual upon their death.
- c) update the records of an individual upon a name change.
- d) assess or reassess the eligibility for and entitlement to public services on the marriage or civil union of an individual.
- e) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- f) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

ACC can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) cease to pay deceased individuals.
- c) update the known names associated with an individual.
- d) Reassess an individual's eligibility for and entitlement to public services.
- 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.
- f) engage in civil proceedings.

Schedule 8 – Registrar of Motor Vehicles

1. Description of Personal Information to be shared

Personal Information that can be shared by the Registrar of Motor Vehicles with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier Excluding records marked confidential in accordance with section 239 of the LTA	Schedule 1 – Clause 9 (a) Schedule 2 – Clause 8
Debt	Current debt to the Crown excluding records marked confidential in accordance with section 239 of the LTA	Schedule 1 – Clause 9 (b) and (c)
	Historical debt to the Crown excluding records marked confidential in accordance with section 239 of the LTA	Schedule 1 – Clause 9 (b) and (c)

2. How the Registrar of Motor Vehicles may use Personal Information provided by DIA

The Personal Information received by the Registrar of Motor Vehicles from DIA may be used to:

- a) ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that DIA holds.
- b) assist in the location of individuals.
- c) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

3. How the Registrar of Motor Vehicles may use Personal Information provided by the Registrar-General

The Personal Information received by the Registrar of Motor Vehicles from the Registrar-General may be used to:

- a) ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) update the records of an individual upon their death.

- c) update the records of an individual upon a name change.
- d) update the records of an individual upon their marriage or civil union.
- e) contact individuals who may wish to register their vehicle in a different name.
- f) contact individuals who may wish to have their Personal Information marked as confidential.
- g) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.
- h) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

The Registrar of Motor Vehicles can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) cancel the registration of a motor vehicle.
- c) update the known names associated with an individual.
- d) engage in the collection of debt to the Crown.
- 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.
- f) engage in civil proceedings.

Schedule 9 – RUC Collector

1. Description of Personal Information to be shared

Personal Information that can be shared by the RUC Collector with DIA and/or the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> • current name • previous names • date of birth • place of birth • Partner Specific Customer Identifier 	Schedule 1 – Clause 10 (a) Schedule 2 – Clause 9
Debt	Current debt to the Crown	Schedule 1 – Clause 10 (b) and (c)
	Historical debt to the Crown	Schedule 1 – Clause 10 (b) and (c)

2. How the RUC Collector may use Personal Information provided by DIA

The Personal Information received by the RUC Collector from DIA may be used to:

- a) ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that DIA holds.
- b) assist in the location of individuals.
- c) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

3. How the RUC Collector may use Personal Information provided by the Registrar-General

The Personal Information received by the RUC Collector from the Registrar-General may be used to:

- a) ensure that an individual applying for or utilising public services is not required to provide identity and Life Event records that the Registrar-General holds.
- b) update the records of an individual upon their death.
- c) update the records of an individual upon a name change.
- d) update the records of an individual upon their marriage or civil union.
- e) contact individuals who may wish to update the name on their account to a different name.
- f) provide additional protection to information provided by the Registrar-General where the individual concerned has an active Non-Disclosure Direction under the BDMRR Act.

- g) enable the prevention, detection, investigation and prosecution of offences, and the conduct of civil proceedings including judicial review.

4. Adverse Actions

The RUC Collector can reasonably be expected to potentially take any of the following Adverse Actions based on the information received from another party:

- a) decline to provide requested public services.
- b) update the known names associated with an individual.
- c) engage in the collection of debt to the Crown.
- d) 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.
- e) engage in civil proceedings.