



Information Sharing Agreement between the Department of Internal Affairs and the Registrar-General, Births, Deaths and Marriages

For the purpose of facilitating Identity Services under the following Acts:

- Births, Deaths, Marriages, and Relationships Registration Act 1995
- Citizenship (Western Samoa) Act 1982
- Citizenship Act 1977
- Civil Union Act 2004
- Marriage Act 1955
- Passports Act 1992.

Information Sharing Agreement

This Agreement is established under Part 9A of the Privacy Act 1993 to enable the Department of Internal Affairs (DIA) and the Registrar-General to share personal information about individuals to enable the provision of Identity Services.

This Agreement replaces the following information matching agreements, which will be revoked once this Agreement is fully operational:

- Births, Deaths and Marriages / DIA Passport Application Processing Information Matching Programme July 2003
- Citizenship / Passport Application Processing Information Matching Programme August 2003
- Citizenship / Births, Deaths and Marriages Application Processing Information Matching Programme 2009
- Citizenship / Births Information Matching Programme 2005.

Contents

- 1. The parties involved and the lead agency 5**
- 2. Defined terms 5**
- 3. Background..... 10**
- 4. Objectives and purpose of this Agreement 10**
 - 4.1. Objectives..... 10
 - 4.2. Purposes..... 10
- 5. Exemptions to information privacy principles 11**
- 6. The public service or public services facilitated..... 11**
 - 6.1. Customer Single View 12
 - 6.2. Verifying relationships and connections between individuals..... 12
 - 6.3. Pre-population of personal information in an application..... 12
 - 6.4. Promoting additional Identity Services..... 13
 - 6.5. Preferred communication channels 13
- 7. Type of personal information to be shared..... 13**
- 8. Description of personal information to be shared..... 14**
- 9. Use of identity and life event information 16**
- 10. Adverse Actions 18**
- 11. How to view this document..... 19**
- 12. Overview of operational processes..... 19**
- 13. Safeguards to protect privacy..... 19**
- 14. Security provisions in the event of a breach..... 20**
- 15. Reasonable assistance provided 20**
- 16. Fees / costs 21**
- 17. Dispute resolution 21**
- 18. Review of this Agreement 21**
- 19. Minor amendments to the Agreement 21**
- 20. Major amendments to the Agreement 21**
- 21. Term, performance and termination 21**
- 22. Departmental representatives 22**
- 23. Acceptance 23**

Appendix A - Examples of how parties may use the personal information24

1. The parties involved and the Lead Agency

The Parties to this Agreement are:

- the Department of Internal Affairs
- the Registrar-General, Births, Deaths and Marriages

The Lead Agency is the Department of Internal Affairs.

2. Defined terms

Term	Definition
Adverse action	Any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.
Agreement	This information sharing agreement, including any amendment made by the parties.
Audit log	A non-repudiable collection of records to support the formal inspection and verification to confirm whether a standard or set of guidelines is being followed, records are accurate, or efficiency and effectiveness targets are being met.
BDMRR Act	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 any information protected by sections 63 – 66 of the BDMRR Act.
Celebrant	A person - <ul style="list-style-type: none"> • authorised to act as a marriage celebrant under the Marriage Act 1955; or • appointed under section 26 of the Civil Union Act 2004 as a civil union celebrant.
Celebrant Information	Information relating to the individual's appointment or authorisation to act as a Celebrant as maintained by the Registrar-General under the BDMRR Act.
Citizenship Information	Information relating to an individual's citizenship history and current status, as maintained by the Secretary of 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.
Civil Union Licence	A licence issued under section 12 of the Civil Union Act 2004.
Communications Information	Details of communications an individual has had with the Registrar-General or DIA, including details of the content of any meetings, telephone calls, emails, or letters.
Contact Information	Information that may be used to contact an individual, including any telephone numbers, postal addresses, email addresses, or Social Media Account details, and information about the individual's preferred communication medium.
Customer	An individual using any of DIA's or the Registrar-General's services.

Term	Definition
Customer Alert	An alert that indicates that the Registrar-General or DIA holds personal information about an individual that is of some concern or that indicates that particular care needs to be taken when providing an identity service to that individual, including alerts that indicate that: <ul style="list-style-type: none"> the individual is under investigation; or information about the individuals provided has not yet been registered; or the individual's appearance has changed.
Customer Centred Services	A specific approach to doing business that focuses on the customer when providing services.
Customer Centred Management Solution	DIA's solution to provide a single view of the customer, in order to manage customer interaction and provide the services they request.
Customer Identity Store	A solution to manage customers' identity data and access requirements.
Customer Object	A unique identifier for a person who is a DIA / Registrar-General customer. The identifier is not exposed to customers or staff, it is only used by DIA / Registrar-General software to correlate database records and register entries to the customer's identity.
Customer Single View / Single View of Customer	An on-demand view created of a customer's information that enables them to be treated as a unique person, rather than as a collection of seemingly unconnected Life Events and Travel Documents.
Death information	Information relating to the individual's death as maintained by the Registrar-General under the BDMRR Act.
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
Evidence of Identity	Evidence that provides confidence that an individual is who they claim to be.
Identity Services	All services provided by the Department of Internal Affairs or the Registrar-General under the relevant legislation including any of the following – <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 a grant of New Zealand Citizenship, change of citizenship status, or appointment or authorisation to act as a Celebrant.
Marriage Information	Information relating to the individual's marriage as maintained by the Registrar-General under the BDMRR Act.
Marriage licence	A licence issued under section 24 of the Marriage Act 1955.
Name Change Information	Information relating to the individual's name change as maintained by the Registrar-General under the BDMRR Act.

Term	Definition
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 an 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 any person not a New Zealand citizen for the purposes of facilitating their entry into or exit from any country. The document states the known identity but not the nationality of that person.
New Zealand Certificate of Identity Information	Information relating to an 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	A person holds New Zealand citizenship if they have obtained New Zealand citizenship by birth (under section 6 of the Citizenship Act 1977), descent, grant, or otherwise than by descent, and it has neither been renounced or deprived.
New Zealand citizenship by birth	<p>A person is a New Zealand citizen by birth if:</p> <ul style="list-style-type: none"> • the person was born in New Zealand on or after 1 January 1949 and before 1 January 2006; or • the person was born in New Zealand on or after 1 January 2006, and, at the time of the person's birth, at least one of the person'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 New Zealand citizenship by grant, and satisfies the Minister that the individual meets the requirements and attends a ceremony if required.

Term	Definition
New Zealand citizenship otherwise than by descent	<p>A person born outside New Zealand shall be deemed to be a New Zealand citizen otherwise than by descent if that person'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; or • an employee in any part of the State services, or a member of the Armed Forces, on service overseas; or • a person working overseas for the public service of Niue, Tokelau, or the Cook Islands; or • an officer or employee of New Zealand Trade and Enterprise (as established by the New Zealand Trade and Enterprise Act 2003) on service overseas; or • 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 Emergency Travel Document	<p>A document (other than a New Zealand Passport, New Zealand Certificate of Identity or a New Zealand Refugee Travel Document) issued by or on behalf of the Government of New Zealand to any person who may be a New Zealand citizen for the purposes of urgently facilitating their entry into or exit from any country, and purporting to establish the identity but not the nationality of that person.</p>
New Zealand Emergency Travel Document Information	<p>Information relating to an individual's New Zealand Emergency Travel Document history, including any information relating to any applications by the individual for a New Zealand emergency travel document.</p>
New Zealand Passport	<p>A travel document issued by the Government of New Zealand to a New Zealand citizen.</p>
New Zealand Passport Information	<p>Information relating to an individual's New Zealand Passport history, including any information provided in any applications by the individual for a New Zealand Passport.</p>
New Zealand Refugee Travel Document	<p>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.</p>
New Zealand Refugee Travel Document Information	<p>Information relating to an individual's New Zealand Refugee Travel Document history, including any information relating to any applications by the individual for a New Zealand Refugee Travel Document.</p>
Non-registered information	<p>Personal information that is not recorded on a register held and maintained under an Act or Regulation.</p>
Overseas Death Information	<p>Information relating to the death of an individual outside New Zealand.</p>
Overseas Name Change Information	<p>Information relating to the name change of an individual outside New Zealand.</p>

Term	Definition
Overseas Marriage or Civil Union Information	Information relating to an individual's marriage or civil union outside New Zealand or the dissolution of an individual's marriage or civil union outside New Zealand.
Registered information	Personal information recorded on a register held and maintained under an Act or Regulation.
Registrar-General	As defined in section 2 of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
Relevant legislation	<p>Means:</p> <ul style="list-style-type: none"> • the Births, Deaths, Marriages, and Relationships Registration Act 1995; • the Citizenship (Western Samoa) Act 1982; • the Citizenship Act 1977; • the Civil Union Act 2004; • the Marriage Act 1955; and • the Passports 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.
Role	A position established under a contract of employment, contract of service or any Act or Regulation.
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>
Social Media Account	An account, 'handle' or profile used by an individual or organisation for the purpose of facilitating access to and participation in a social media site.
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.

3. Background

This Agreement outlines the basis for information sharing relating to Identity Services provided by DIA. DIA's responsibilities include the registration of births, deaths, marriages, name changes, citizenship and some other areas of personal information, and holding the records of New Zealand Passport holders. Because different data sets within the identity and Life Events area are created under different statutes, there is a need to clarify intended uses of the information that go beyond the core purposes recorded in the primary statute under which each data set is collected.

DIA uses information that it already holds to streamline processes for its customers. For example, a customer applying for a New Zealand Passport does not have to provide a birth certificate or citizenship certificate to prove their entitlement to a passport; the relevant information is confirmed using an internal, 'behind the scenes' check. We also propose to use a temporary joined up view to link all of the customer's identity and Life Event information for the purpose of streamlining services.

The other main uses of the identity and Life Event information within DIA are related to law enforcement (e.g. the prevention, detection, investigation and prosecution of offences relating to Life Events, or Travel Documents) and to improving the quality and consistency of the information that we hold.

4. Objectives and purpose of this Agreement

4.1. Objectives

The objectives of this Agreement are to:

- a) enable DIA / the Registrar-General to provide Customer Centred Services;
- b) gain customer service efficiencies and reduce compliance load for customers associated with provision of personal information through facilitating increased collaboration;
- c) enable the prevention, detection, investigation and prosecution of offences and the conduct of civil proceedings including judicial review, relating to Life Events or Travel Documents;
- d) enable cleansing and updating of records upon the death of an individual or Deprivation or Renunciation of their New Zealand Citizenship; and
- e) apply Privacy by Design principles in the development and operation of the information sharing.

4.2. Purposes

The purposes of this Agreement are to:

- a) enable access to all personal information about an individual required to enable the services in (b) to (k);

- b) notify an individual of an Identity Service that they may be eligible to access;
- c) enable an individual's identity to be verified;
- d) ensure, when applying for an Identity Service, that an individual is not required to provide personal information that the Registrar-General or DIA already holds;
- e) ensure eligibility requirements are met prior to the registration of a Life Event;
- f) ensure eligibility and entitlement requirements are met prior to issuing a Travel Document;
- g) verify an individual's Citizenship status;
- h) update identity and Life Event records of an individual (or a person related to the individual) upon the death of the individual;
- i) update identity and Life Event records of an individual and their children, upon the Renunciation or Deprivation of the individual's New Zealand Citizenship;
- j) enable the prevention, detection, investigation and prosecution of offences; and
- k) enable the conduct of civil proceedings.

5. Exemptions to information privacy principles

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

- **IPP 2: Source of Personal Information**
It is not a breach of information privacy principle 2 if personal information is collected from a party in accordance with and for the purposes of this Agreement.
- **IPP 10: Limits on the Use of Personal Information**
It is not a breach of information privacy principle 10 for information collected by one party to be utilised by a party in accordance with and for the purposes of this Agreement.
- **IPP 11: Limits on Disclosure of Personal Information**
It is not a breach of information privacy principle 11 for one party to disclose personal information to a party in accordance with and for the purposes of this Agreement.

6. The public service or public services facilitated

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

- (a) the efficient provision of Identity Services; and
- (b) the prevention, detection, investigation and prosecution of offences; and
- (c) the conduct of civil proceedings.

DIA is transforming the way New Zealanders access Identity Services – putting customers and their whānau at the heart of what they do. Effective information sharing is essential to turn this vision into reality.

DIA / the Registrar-General will use a temporary joined up view to link all of the customer's identity and Life Event information for the purpose of streamlining services. This is referred to as the Customer Single View.

The examples below describe how this Agreement will enable DIA / the Registrar-General to provide customer centred Identity Services.

6.1. Customer Single View

The introduction of the Customer Single View will mean that when a customer interacts with DIA / the Registrar-General to access a service they will be treated as a unique person, rather than as a collection of seemingly unconnected Life Events. The Customer Single View will give a member of staff handling a customer request a temporary, dynamic view of all of the customer's relevant personal information that will enable them to process that request. The member of staff will not be able to view any information that is not relevant to the customer's request.

For example, if a customer is applying for a New Zealand Passport for the first time, the staff member processing the application will only be shown the personal information necessary to confirm the customer's identity and eligibility to hold a New Zealand Passport. If they were requesting a change to the name recorded in their passport as a result of entering into a marriage or civil union, the staff member would have access to the personal information necessary to confirm the customer's identity and eligibility in addition to personal information relating to the marriage or civil union in order to be able to process their request.

6.2. Verifying relationships and connections between individuals

Verifying relationships and connections between individuals will enable DIA / the Registrar-General to confirm that a person making an application on behalf of another person is entitled to do so.

For example, if a customer is applying for a passport on behalf of a child, this will enable DIA to confirm that they are entitled to do so.

6.3. Pre-population of personal information in an application

DIA / the Registrar-General can streamline the application process and ensure that customers are not asked to provide information that it already holds, by enabling identity and Life Event information to be pre-populated when a customer applies for an identity or Life Event service.

For example, when a customer applies for a Marriage Licence they will be able to consent to their personal information being pre-populated from their birth registration entry.

6.4. Promoting additional Identity Services

DIA / the Registrar-General will be able to notify customers who might meet eligibility criteria for additional identity and Life Event services that they could apply for.

For example, if a customer has recently become a New Zealand citizen, DIA will be able to notify them about their entitlement to hold a New Zealand Passport.

Alternatively, if a customer has a New Zealand Passport which is nearing expiry, DIA will be able to notify the customer and remind them that they will need to renew their New Zealand Passport if they want to travel outside New Zealand.

6.5. Preferred communication channels

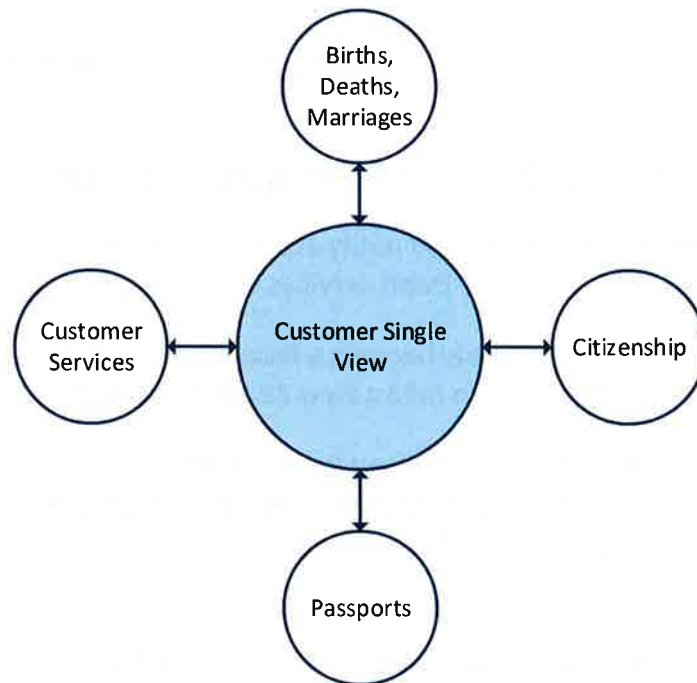
New Zealanders expect to be able to contact government departments using a number of different channels, and also to be contacted through their preferred contact method. For example some New Zealanders may want DIA / the Registrar-General to contact them using a Social Media Account, such as Facebook or Twitter, rather than by phone, email or letter. Where a customer has contacted DIA using a Social Media Account, and has provided consent, DIA / the Registrar-General will be able to contact them in the future through that account if the customer would prefer that option.

7. Type of personal information to be shared

DIA and / or the Registrar-General will internally share personal information relating to Life Events and Travel Documents about an identifiable individual.

Information that is not about an identifiable individual will not be shared under this Agreement.

The following diagram depicts the information flows:



8. Description of personal information to be shared

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

Category	Includes	Data Set Source
Registered Information	Birth Information excluding the following records: <ul style="list-style-type: none"> • Pre-adoptive birth information • Pre-sexual assignment or reassignment birth information 	Births, Deaths and Marriages
	Death Information	Births, Deaths and Marriages
	Marriage Information	Births, Deaths and Marriages
	Civil Union Information	Births, Deaths and Marriages
	Name Change Information	Births, Deaths and Marriages
	Information contained within name change lodgements	Births, Deaths and Marriages
	Celebrant Information	Births, Deaths and Marriages
	Citizenship Information	Citizenship
Overseas Information	Overseas Death Information	Births, Deaths and Marriages
	Overseas Name Change Information	Births, Deaths and Marriages

Category	Includes	Data Set Source
	Overseas Marriage or Civil Union Information	Births, Deaths and Marriages
Travel Documents	New Zealand Passport information	Passports
	New Zealand Emergency Travel Document Information	Passports
	New Zealand Certificate of Identity Information	Passports
	New Zealand Refugee Travel Document Information	Passports
Administrative Information	Communications Information	Customer Single View
	Customer Alerts	Births, Deaths and Marriages Passports Citizenship Customer Single View
Contact Information	Phone number(s)	Births, Deaths and Marriages Passports Citizenship Customer Single View
	Contact address(es)	Births, Deaths and Marriages Passports Citizenship Customer Single View
	Mailing address(es)	Births, Deaths and Marriages Passports Citizenship Customer Single View
	Email address(es)	Births, Deaths and Marriages Passports Citizenship Customer Single View

Category	Includes	Data Set Source
	Details regarding preferred communication mediums, including Social Media Account details	Births, Deaths and Marriages Passports Citizenship Customer Single View

Further details about what information is shared for what purposes are available in the next section.

9. Use of identity and Life Event information

Personal information shared under this Agreement can be used for the following purposes:

Provider	Information	Recipient	Allowable Purposes
Registrar-General	Birth Information excluding the following records: <ul style="list-style-type: none"> Pre-adoptive birth information Pre-sexual assignment or reassignment birth information 	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Death Information	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Marriage Information	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Civil Union Information	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Name Change Information	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Information contained within name change lodgements	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Celebrant Information	DIA (Passports) DIA (Citizenship)	Clause 4.2 paragraphs (a), (c) – (e), (j) and (k)
DIA (Citizenship)	Citizenship Information	DIA (Passports) Registrar-General	Clause 4.2 paragraphs (a) – (g), (j) and (k)
Registrar-General	Overseas Death Information	DIA (Passports) DIA (Citizenship)	All
Registrar-General	Overseas Name Change Information	DIA (Passports) DIA (Citizenship)	All

Registrar-General	Overseas Marriage or Civil Union Information	DIA (Passports) DIA (Citizenship)	Clause 4.2 paragraphs (a) – (f), (j) and (k)
DIA (Passports)	New Zealand Passport information	DIA (Citizenship) Registrar-General	Clause 4.2 paragraphs (a) – (e),(g), (j) and (k)
DIA (Passports)	New Zealand Emergency Travel Document Information	Registrar-General	Clause 4.2 paragraphs (a) – (d), (j) and (k)
DIA (Passports)	New Zealand Certificate of Identity Information	DIA (Citizenship) Registrar-General	Clause 4.2 paragraphs (a) – (d),(g), (j) and (k)
DIA (Passports)	New Zealand Refugee Travel Document Information	DIA (Citizenship) Registrar-General	Clause 4.2 paragraphs (a) – (d),(g), (j) and (k)
DIA (Passports) DIA (Citizenship) Registrar-General	Communications Information	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Customer Alerts	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Phone number(s)	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Contact address(es)	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Mailing address(es)	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Email address(es)	DIA (Passports) DIA (Citizenship) Registrar-General	All
DIA (Passports) DIA (Citizenship) Registrar-General	Details regarding preferred communication mediums, including Social Media Account details	DIA (Passports) DIA (Citizenship) Registrar-General	All

Appendix A includes examples of how the above table works in practice.

10. Adverse Actions

Section 96Q of the Privacy Act 1993 requires agencies 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.

DIA / the Registrar-General 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 a crime, where advance notification to a suspect would likely prejudice the investigation or prosecution of an alleged offender or offence.

The Registrar-General can reasonably be expected to:

- 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 register or record a Life Event;
- 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) exercise the Registrar-General’s powers to correct information held by the Registrar-General; or
- h) conduct civil proceedings in relation to a refusal to provide an Identity Service.

The Department of Internal Affairs can reasonably be expected to:

- a) remove an individual’s name from a 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 citizenship;
- d) provide adverse advice to the Minister of Internal Affairs in relation to an application for the grant of citizenship;
- e) provide adverse advice to the Minister of Internal Affairs in relation to a potential Deprivation of New Zealand Citizenship;
- f) cause an appropriate entry to be inserted on the Deprivations/Renunciations register if a citizen has renounced or been deprived of citizenship by the Minister;
- g) decline to issue a Travel Document;
- h) cancel an existing Travel Document;
- i) issue a New Zealand Passport for a period shorter than the standard duration;
- j) 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

- k) conduct civil proceedings in relation to the deprivation of an individual's citizenship or the provision of an Identity Service.

11. 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

12. Overview of operational processes

The operational processes are as follows:

- a) Details regarding Life Events and Travel Documents are matched using Evidence of Identity information to locate records in various data sets, e.g. births, deaths, citizenship and passports, related to the same individual.
- b) A 'Customer Object' is created in the Customer Identity Store. The Customer Identity Store contains links to the various Life Event / Travel Document information related to the customer. This allows a single view of the customer to be created on demand within the Customer Centred Management Solution.
- c) If information is required from a different data set to enable a purpose included within this Agreement then the Customer Single View relating to the individual is accessed within the Customer Centred Management Solution and the relevant information temporarily accessed.
- d) Access to the information will be recorded in a robust non-repudiable Audit Log and is made available within the Customer Centred Management Solution.

Further details regarding the operational processes are included in the operating procedures.

13. Safeguards to protect privacy

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 personal information obtained under this Agreement to other parts of DIA that are not responsible for providing Identity Services, 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.
- b) All parties to this Agreement, including their staff will abide by the Public Sector Standards of Integrity and Conduct.

- c) 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.
- d) Where personal information is found to have been inappropriately accessed or disclosed, the DIA internal investigation processes will be applied.
- e) Where an internal investigation confirms the inappropriate access, loss of, or unauthorised access to personal information amounting to a material privacy breach, the Privacy Commissioner will be notified as soon as possible.
- f) To ensure safeguards are operating as intended and are sufficient to protect the privacy of individuals, DIA will conduct regular internal first line assurance and an internal audit of the operation of this Agreement.
- g) All information is appropriately secured when at rest and in transit in accordance with the New Zealand Information Security Manual (NZISM).
- h) 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.
- i) Processes and procedures exist within parties to ensure that the personal information received under this Agreement is kept separate from all other information while it is being transferred.
- j) Processes and procedures exist within parties to ensure that the personal information is only used for the purposes specified in this Agreement and remains protected.
- k) Processes and procedures exist within parties to ensure that the personal information is not held longer than required.

14. Security provisions in the event of a breach

If any party has reasonable cause to believe that there has been a breach of any security provisions, either within or referred to in this Agreement, or there is concern that a breach may occur, that party must advise the Chief Security Officer at DIA who may undertake investigations in relation to that actual or suspected breach as deemed necessary.

All relevant parties shall ensure that reasonable assistance is provided to the investigation. The notifying party shall ensure the other parties are kept informed of any developments.

Any party may suspend its participation in this Agreement to allow time for a security breach to be remedied.

15. Reasonable assistance provided

All parties to the 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.

16. Fees / costs

Fees associated with this Agreement, if any, will be agreed by the relevant parties.

17. Dispute resolution

Should any dispute arise relating to the interpretation or application of this Agreement, the 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.

18. Review of this Agreement

A joint review of the Agreement must be undertaken 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 will be included in the agency'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.

19. Minor amendments to the Agreement

Minor amendments to the Agreement as defined in section 96V(5) of the Privacy Act 1993 must be in writing and signed by the Chief Executive of DIA and the Registrar-General Births, Deaths and Marriages.

Should parties be unable to agree on amendments to the Agreement the matter will be dealt with in accordance with clause 17 above.

20. Major amendments to the 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 the Agreement the matter will be dealt with in accordance with clause 17 above.

21. Term, performance and termination

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

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

Any party may suspend, limit, or terminate their participation in 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 which concern confidential information and secrecy shall remain in force notwithstanding the termination of the Agreement.

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.

22. Departmental 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	Logan Fenwick Manager Information Partnerships Service Delivery & Operations Logan.Fenwick@dia.govt.nz
Registrar-General of Births, Deaths and Marriages	Adrian Jarvis Deputy Registrar-General Service Delivery & Operations Adrian.Jarvis@dia.govt.nz

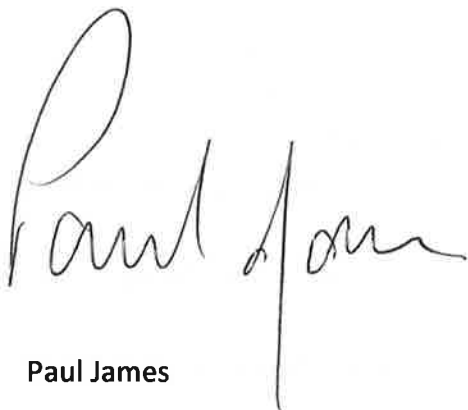
All notices and other communications between the parties under the Agreement shall be sent to the contact persons specified above.

The contact persons set out above may be updated from time to time by giving written notice (which may be by email) to all other parties.

The Lead Agency is to ensure that the Privacy Commissioner is informed of the current contact persons for this Agreement if they are not those set out above.

23. 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: 18 October 2019



Jeff Montgomery

Registrar-General Births, Deaths and
Marriages / General Manager Services and
Access

Department of Internal Affairs

Dated: 14 October 2019

Appendix A - Examples of how parties may use the personal information

The following are some examples of how personal information may be used:

- a) to identify all Life Events, Travel Documents and administrative information attributed to one individual to create a single view of the customer;
- b) to verify the relationships and connections between individuals;
- c) to prefill application forms based on identity and Life Events information already held by DIA or the Registrar-General;
- d) to promote additional Identity Services to an individual who may meet the eligibility criteria;
- e) to enable the update of Non-registered Information across all identity and Life Event records for an individual customer;
- f) to complete Evidence of Identity validation;
- g) to verify a parent's citizenship status if required for determining an applicant's eligibility for New Zealand Citizenship by descent or a grant of citizenship other than by descent;
- h) to verify the name under which the applicant has applied for or renounced their New Zealand Citizenship, if their Evidence of Identity has been issued under a different name;
- i) to determine the citizenship-by-birth status of a person born in New Zealand on or after 1 January 2006, for the purpose of recording the person's citizenship status on their birth registration entry;
- j) to enable the update of identity and Life Event information for an individual customer and their children upon the Renunciation or Deprivation of that individual's New Zealand Citizenship;
- k) to verify and continue to confirm a person's eligibility to hold a Role that requires New Zealand Citizenship;
- l) to verify and continue to confirm a person's eligibility for a Travel Document, and to detect fraudulent applications;
- m) to cancel a Travel Document upon the death of the holder;
- n) to identify applicants who have died while their application for a product or service is being processed;
- o) to provide information to enable the registration or correction of Life Event records; and
- p) to support the prevention, detection, investigation and the prosecution of offences, and the conduct of civil proceedings including judicial review, relating to Life Events or Travel Documents.