

# MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, Te Tāhuhu o te Mātauranga

And

Literacy Aotearoa Charitable Trust

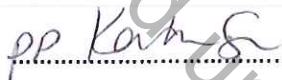
For the Purpose of

creating statistics about the tertiary education destinations of Literacy Aotearoa learners

Released under the Official Information Act 1982

## Signatories

Signed for and on behalf of Ministry of Education / Te Tāhuhu o te Mātauranga

  
.....

Date: 3 / 2 / 2020

Andy Jackson  
Group Manager, Tertiary Education

Signed for and on behalf of Literacy Aotearoa Charitable Trust

  
.....

Date: 30 / 01 / 2020

Bronwyn Yates  
Te Tumuaki

## Parties

1. The Secretary for Education (the Ministry)

AND

2. Literacy Aotearoa Charitable Trust (Literacy Aotearoa).

## Background

3. Literacy Aotearoa would like to create statistics about its groups of learners who, having completed a programme with them, subsequently enrol in further tertiary education, including the types of providers they enrol with and level of education they undertake.
4. The data required to create these statistics is not collected or held by Literacy Aotearoa.
5. Literacy Aotearoa has approached the Ministry to supply this data from tertiary education records.
6. Using its own records, Literacy Aotearoa will identify subgroups by age, gender and ethnicity, as well as location and type of Literacy Aotearoa programme.

## Purpose

7. The purpose of the information sharing under this Memorandum is to:
  - 7.1. enable Literacy Aotearoa to create statistics about the tertiary education destinations of its learners.
8. The purpose of this Memorandum is to:
  - 8.1. set out the principles that the Parties are to take into account when sharing information with one another.
  - 8.2. acknowledge and apply the statutory context in which the information sharing will occur.
  - 8.3. record the Parties' agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties.
  - 8.4. detail the process for reviewing and reporting on the information shared under this Memorandum.
  - 8.5. detail the actions that will be taken by both parties to ensure that the data will only be used for statistical and research purposes and will not be published in a form that could reasonably be expected to identify individuals.

9. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act.

### **Effect of this Memorandum**

10. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.
11. Where there are changes to Government policy or Literacy Aotearoa's status or operations, which affect the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.
12. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

### **Term of this Memorandum**

13. This Memorandum covers a one-off exchange of data. There is no expectation from either party of further exchanges of data in the future.
14. This Memorandum commences on the date it is signed by both Parties and can be terminated in accordance with clause 17.

### **Review of this Memorandum**

15. A Party may request a review of this Memorandum at any time.

### **Variations to this Memorandum**

16. This Memorandum may only be varied with the agreement of both Parties, and any such variation shall be set out in writing and signed by both Parties.

### **Termination of this Memorandum**

17. This Memorandum will be terminated when the purpose for which the information has been shared is completed by Literacy Aotearoa.

### **Costs**

18. Each Party will bear their own costs in relation to this Memorandum.

## Legal Authority and Application of the Privacy Act 1993

19. The Parties will comply with the Privacy Act 1993 (Privacy Act), any relevant Code of Practice made under the Privacy Act and the Education Act 1989.
20. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 7.1 comply with the Privacy Act and the Education Act.
21. The Parties agree that the legal authorities enabling the sharing of information described in this Memorandum are:
  - 21.1. Principle 11(h)(ii) which allows for the sharing of personal information where the information will be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.
  - 21.2. Part 30 of the Education Act 1989 regarding the use of national student numbers. Literacy Aotearoa is a registered private training establishment and therefore an authorised user of national student numbers (sec 342). National student numbers may be used for statistical and research purposes (sec 344(2)(c) and 344(2)(d)).

## Information to be shared

22. Literacy Aotearoa will supply the Ministry of Education with a list of the National Student Numbers of their learners for 2017 and 2018.
23. The Ministry will match these numbers to its 2017 to 2019 records for enrolments at tertiary education providers and industry training organisations, and provide the following information for each individual learner:
  - National student number
  - Year of enrolment
  - Provider type (University, Polytechnic, Wānanga, Private Training Establishment, Industry Training Organisation)
  - Level of qualification enrolment (Non-formal, Foundation [Level 1-2 NZQF], Vocational non-degree [Level 3-7 NZQF non-degree], Degree and above [Bachelors degree and above]).
24. Where a learner has enrolled with more than one provider type or more than one level in a year, a record will be provided for each combination. The information will not include enrolments in other literacy and numeracy programmes funded through the Intensive Literacy and Numeracy Funds or the Workplace Literacy Funds.
25. Literacy Aotearoa will share the findings of its analysis of the data with the Ministry.

## Use of the Information

26. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.

27. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Ombudsman Act 1982.
28. Literacy Aotearoa may join this data to other data it holds on individual learners for the purposes of research and statistical analysis only. In doing so, it undertakes not to connect the names of learners to the data.
29. Literacy Aotearoa undertakes not to add any of the data supplied to it under this Memorandum to its administrative records for learners or use it in any other way that would identify individual learners.
30. The Ministry will only use the national student numbers supplied by Literacy Aotearoa for the purpose of supplying the agreed data to Literacy Aotearoa and will not use them for any other purpose.
31. The Ministry will not use the national student numbers in any way that would identify individual learners, and in particular, will not connect the numbers to any dataset containing the names of the learners.
32. Literacy Aotearoa undertakes that the results from this data will not be published in a form that could reasonably be expected to identify individuals. This includes ensuring that any published data tables do not include small counts of individuals that could lead to the identification of an individual.

## **Method and Frequency of Information Exchange**

33. The information to be shared under this Memorandum is confidential. If possible, it will be supplied by way of secure file transfer protocol. If there are any problems with setting up and using the secure file transfer protocol, then the information may be transferred directly between Ministry of Education and Literacy Aotearoa secure devices in the presence of staff from both organisations (for example, using an iron key to load to a secure laptop).
34. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.
35. There will be only one exchange of information under this Memorandum, notwithstanding any need to correct or amend the supplied data within the agreed information set out in clauses 17 and 18.

## **Security of the Information**

36. All information exchanged under this Memorandum is confidential.
37. Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.
38. The Parties will ensure that:

- 38.1. all information is protected from unauthorised access, use and disclosure.
- 38.2. all information is stored on the Parties own securely managed computer systems with password and firewall protection with access allowed only to employees doing work directly related to this Memorandum.
- 38.3. all Ministry and Literacy Aotearoa employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum.
- 38.4. where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

### **Breaches of Security or Confidentiality**

39. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
40. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
41. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
42. Where an investigation is commenced under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
43. If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

### **Destruction and Retention of Information**

44. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
45. The Ministry will destroy its copy of the national student numbers and linked data three months following delivery of the data to Literacy Aotearoa, unless there is written agreement to retain it for a longer period time.

## Disputes Resolution

46. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the Relationship Managers will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
47. If resolution is not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
48. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

## Third Party Contracting

49. Any third party contracted to carry out any work in relation to this Memorandum that may involve access to, or use information received under this Memorandum, will be subject to all obligations set out in this Memorandum, which will be reflected in any associated Contract for Services with the third party.

## External Communications

50. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act).
51. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, in relation to information exchanged, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.
52. In the event that either Party receives a request from the media in relation to this Memorandum or any information exchanged, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

## Relationship Management and Oversight

53. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.
54. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.
55. Schedule 1 records the Relationship Managers for each Party.



## Schedule 1: Relationship Managers

Literacy Aotearoa Charitable Trust	Ministry of Education
Peter Isaacs, Policy and Research Advisor	David Earle, Chief Research Analyst
Phone: 021 669917	Phone: 04-463 8524
Email: <a href="mailto:peter@literacy.org.nz">peter@literacy.org.nz</a>	Email: <a href="mailto:david.earle@education.govt.nz">david.earle@education.govt.nz</a>
Mail: Private Bag 78800, Grey Lynn, Auckland 1245	Mail: PO Box 1666, Wellington 6140

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