

ACCESS AGREEMENT FOR USE OF PAX QUERY

BETWEEN

New Zealand Customs Service

AND

Inland Revenue

For Accessing Passenger Arrival and Departure Information for the Purposes
of Sections 312 and 313 of the Customs and Excise Act 2018

Released under the Official Information Act 1982

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This Agreement is made on 10 April 2020

BETWEEN: The Commissioner of the Inland Revenue (**IR**)

AND: The Comptroller of the New Zealand Customs Service (**Customs**).

1. PURPOSE OF THIS AGREEMENT

- 1.1 This Agreement defines the terms and conditions under which IR will be granted access to the Customs web-based PAX Query application and states the respective obligations of each Party.
- 1.2 The Parties note that where information includes data about identifiable individuals, this data may legitimately be shared between New Zealand Public Sector Agencies only in compliance with the Privacy Act 1993 or another enactment.
- 1.3 This Agreement is the written agreement required by Sections 312 and 313 of the Customs and Excise Act 2018.
- 1.4 This Agreement replaces the 2007 Agreement.

2. BACKGROUND AND PURPOSE

- 2.1 In 2007, IR implemented an authorised information matching programme with Customs for border crossing information under Part 10 of the Privacy Act 1993.
- 2.2 Customs has a web-based interface (PAX Query) that permits ad hoc queries on passenger movement information. Outside agencies may be permitted to access a Customs database through PAX Query if they have statutory authority under legislation and are authorised by the Comptroller of Customs.
- 2.3 Sections 312 and 313 of the Customs and Excise Act 2018 enable the Comptroller of Customs to grant IR access to a Customs database via a PAX Query to make ad hoc queries.
- 2.4 The Parties entered into the 2007 Agreement to enable IR to submit ad hoc Passenger Movement Queries to deal with Exceptions and Challenges relating to Arrival and Departure Information. It also enabled IR to:
 - (a) Investigate and confirm Match Information received by IR from the Customs – Student Loans Information Match that are unable to be updated automatically into the Inland Revenue's primary database system. These cases are Exceptions and require some manual investigation before being updated into the IR database.
 - (b) Investigate and confirm the validity of information received from the Customs – Student Loans Information Match, due to an Exception or

where that information is challenged by the individual affected.

- (c) Perform other ad hoc queries on passenger movements relating to student loans as deemed necessary under section 312 of the Customs and Excise Act 2018. For example, investigating New Zealand based Borrower arrival and departure movements when there are unexplained gaps in New Zealand income, which may indicate the Borrower has been overseas-based during that period of time.
- 2.5 As part of IR's Business Transformation programme, the ad hoc Pax Query process:
- (a) will be expanded to enable IR to perform ad-hoc queries for Liable Persons in Serious Default of their child support obligations; and
 - (b) will facilitate the automation of the ad hoc queries for Customers; and
 - (c) will be expanded to allow batch mode queries on a cohort of Customers using START Discovery manager (bulk Pax Query).
- 2.6 A new API between START and the Customs API gateway will enable Authorised Persons to focus on the Customer and integrity of the Customer information, while the START system manages and assists the Authorised Persons by automating the interaction necessary with Customs. START accepts the passenger movement information that is returned from Customs. The API is a real-time synchronous interface, meaning START waits for the results of an API call (PAX Query) before proceeding to the next. It is anticipated that the results will be close to, if not, sub-second.

3. DEFINITIONS

3.1 In this Agreement, unless the context otherwise requires:

"2007 Agreement" means the 2007 Access Agreement for Use of Pax Query between the Comptroller and the Commissioner for Accessing Passenger Arrival and Departure Information for the Purposes of Section 280I of the Customs and Excise Act 1996 (including the 2009 variation).

"Agreement" means this agreement as amended from time to time and includes the Schedules and appendices (if any).

"API" means application programming interface.

"Arrival and Departure Information" has the meaning set out in section 304 of the Customs and Excise Act 2018.

"Authorised Person" means an IR employee authorized to have access to CusMod in accordance with sections 312(4)(a) and/or 313(4)(a) of the

Customs and Excise Act 2018.

"Borrower" has the meaning given to that term in section 4(1) of the Student Loan Scheme Act 2011.

"Challenges" means when a Customer disputes the travel information is correct, or the travel information does not belong to that Customer.

"Commissioner" has the meaning given to that term in section 3(1) of the Tax Administration Act 1994.

"Comptroller" means the Chief Executive of the New Zealand Customs Service or his/her delegate.

"CusMod" means the Customs Modernisation system, or its replacement system or components including database, or any interface required to access information in CusMod.

"CusMod Information" means passenger records held on CusMod.

Customs" means the New Zealand Customs Service, including the Comptroller.

"Customer" means a Borrower and/or a Liable Person (as the context requires).

"Discovery" means a reporting tool based on selected criteria, that can query the START database.

"Exceptions" are any indication that IR does not have a full record of the border movements for a Customer.

"Information Technology Service Level Standards" means the agreement which defines responsibilities of the parties regarding the use of CusMod, attached as Schedule 2.

"IR" means Inland Revenue, including the Commissioner.

"Liable Person" has the meaning given to that term in Section 2 of the Child Support Act 1991.

"Match" refers to Source Information supplied by IR that corresponds with information held by Customs about an individual. "Matches" "Matching" and "Matched" have corresponding meanings.

"Match Information" means information provided by Customs to IR under sections 306(4) and 307(4) of the Customs and Excise Act 2018.

"Party" means IR or Customs, and Parties has a corresponding meaning.

"Passenger Movement Query" means an ad hoc query to retrieve Arrival and Departure Information from CusMod for a particular Customer.

"PAX" means a passenger.

"PAX Query" means a Customs web-enabled application allowing ad hoc queries to retrieve a PAX's Arrival and Departure Information from CusMod.

"PAX Query Specifications" means the specifications set out in Schedule 1.

"Privacy Commissioner" means the Privacy Commissioner appointed under Section 12 of the Privacy Act 1993.

"Serious Default" has the meaning given to that term in:

- (a) section 306(6) of the Customs and Excise Act 2018 for student loan purposes; and
- (b) section 307(6) of the Customs and Excise Act 2018 for child support purposes.

"Soundex" means a phonetic algorithm for indexing names by their sound when pronounced in English. The aim is for names with the same pronunciation to be encoded to the same string so that matching can occur despite minor differences in spelling.

"Source Information" means the information on Customers that IR provides to Customs under this Agreement, as agreed by the Parties.

"Standard Business Hours" means between the hours of 8.30am and 5pm any day of the week other than Saturday, Sunday or a public holiday generally observed in Wellington.

"START" means IR's primary customer information system or any replacement system.

4. ACCESS

- 4.1 Authorised Persons may only access PAX Query if that access meets the requirements set out in sections 312(1) and 313(1) of the Customs and Excise Act 2018 and Section 209 of the Student Loan Scheme Act 2011 and all other relevant Acts are met.
- 4.2 CusMod Information that Authorised Persons access may only be used for the purposes is set out in Sections 312 and 313 of the Customs and Excise Act 2018.
- 4.3 Only Authorised Persons will have access to CusMod.
- 4.4 Full details of the processes for accessing CusMod and data matching (including automation options) are contained in the PAX Query Specifications in Schedule 1 of this Agreement.

5. CHARGES

5.1 Except as provided in the Information Technology Service Level Standards in Schedule 2, the Parties shall meet all their own costs of implementing this Agreement and its ongoing operation.

6. SECURITY

6.1 Customs shall:

- (a) Be responsible for the security of CusMod Information including its transmission to IR.
- (b) Supply encrypted CusMod Information to IR.
- (c) Ensure that Authorised Persons cannot alter CusMod Information.

6.2 IR shall:

- (a) Ensure it complies with sections 312(3), 312(4), 313(3) and 313(4) of the Customs and Excise Act 2018.
- (b) Ensure the security of the Source Information during transmission to Customs.
- (c) Ensure that Authorised Persons are informed of their obligations regarding their use of CusMod Information.
- (d) Report any security breaches to Customs immediately.

7. AUDIT

7.1 Customs shall:

- (a) Audit the access of CusMod Information by Authorised Persons at least once per annum to ensure only legitimate queries are being made. Customs reserves the right to determine on a case by case basis the size of the sample to be audited.
- (b) Ensure that an audit trail is available that will show what CusMod Information has been accessed by IR.
- (c) Notify IR of the results of audits that it undertakes.
- (d) Ensure that IR certificate of confidentiality forms required under the Tax Administration Act 1994 are completed by all Customs staff with access to the IR report of PAX Query usage.

7.2 IR shall:

- (a) Produce a monthly report PAX Query usage by Authorised Persons, as detailed in the PAX Query Specifications.

- (b) Provide the report of PAX Query usage to Customs, as detailed in the PAX Query Specifications.
- (c) Co-operate with any Customs audits.
- (d) Work with Customs to resolve any issues raised in an audit.

8. DISCLAIMER OF LIABILITY

- 8.1. Customs does not warrant to IR or anyone else that the information obtained from CusMod via PAX Query is accurate and disclaims any liability for loss or damage resulting from the use of inaccurate CusMod Information.

9. RESPONSIBILITY FOR ACTS AND OMISSIONS OF EMPLOYEES ETC

- 9.1 Each Party shall be responsible for the acts and omissions of its employees, contractors and agents, and in particular shall:

- (a) Keep them informed of all obligations concerning security and confidentiality of information including, for example, the Privacy Act and the Official Information Act requirements;
- (b) Ensure they are adequately trained to perform agreed tasks;
- (c) Ensure they understand and will observe the security and confidentiality requirements of this Agreement before they are given access to PAX Query; and
- (d) Ensure access to information is not available to any employee, contractor or agent who is not covered by or who has not obeyed all of the above requirements of this clause.

10. CONFIDENTIALITY

- 10.1 Subject to Clause 10.3, each of the Parties undertakes to the other that it will ensure that it and its employees, contractors and agents will keep confidential all information acquired from or concerning the other Party, or any information generated or required under this Agreement, and will not without the prior written consent of the other Party:

- (a) Disclose the same to any person; or
- (b) Enable any other person to make any use of it; or
- (c) Make any use of it except for the purposes of this Agreement and in accordance with law.

- 10.2 The Parties shall inform one another before complying with any legal obligation (and, in particular, any obligation under the Official Information Act 1982 or the Privacy Act 1993) to disclose any personal, confidential or commercially sensitive information referred to by, or provided

by or under, this Agreement.

- 10.3 IR may release CusMod Information to an individual, or to an authorised agent of that individual, who has made a Privacy Act request for personal information about himself or herself, provided that CusMod information has first been accessed by IR in accordance with the principles in Clauses 4.1 to 4.4 of this Agreement.

11. MUTUAL CO-OPERATION AND CONSULTATION

- 11.1 Customs and IR acknowledge the importance of ensuring the arrangements outlined in this Agreement operate to the satisfaction of both Parties.
- 11.2 The Parties shall consult whenever it may be appropriate concerning matters covered by this Agreement and other matters of common interest.
- 11.3 The Parties shall use their respective best endeavors to ensure that the staff of, and consultants engaged by, each Party co-operate in good faith with one another.
- 11.4 The Parties shall be available at all reasonable times during Standard Business Hours to consult with each other.

12. RESOLUTION OF DISPUTES OR PROBLEMS

- 12.1 Should any dispute or differences relating to the interpretation or application of this Agreement arise, the Parties will meet in good faith with a view to resolving the dispute or difference as quickly as possible.
- 12.2 If the Parties are unable to resolve any dispute within 28 days, the matter shall be referred to the Comptroller of Customs and the Commissioner, or their delegated representatives for resolution.
- 12.3 The Parties shall continue to fully comply with their obligations under this Agreement despite the existence of any dispute.

13. BREACH OF THE AGREEMENT

- 13.1 Where one of the Parties has reason to believe that the other is in breach of its obligations, it may undertake an investigation of such possible breach, and the Party concerned shall co-operate and provide such information and other reasonable assistance that may be requested.
- 13.2 If one Party neglects or fails to perform any of the terms of this Agreement the other Party shall be entitled to withdraw or withhold any services to be provided for up to a week to give the offending Party the chance to remedy the breach.

14. REVIEW

- 14.1 The Parties shall review this Agreement annually.
- 14.2 Each Party has the right to initiate a review at any time on one month's notice.
- 14.3 All notices of review shall be in writing and sent to the agency contacts as detailed in Clause 18 of this Agreement.

15. TERM AND TERMINATION

- 15.1 This Agreement:
- (a) comes in to force on 10 April ("**commencement date**"); and
 - (b) supersedes the 2007 Agreement from the commencement date.
- 15.2 This Agreement shall continue in force until either the Comptroller or the Commissioner terminates the Agreement by giving 3 months' written notice to the other Party.
- 15.3 This Agreement can be cancelled at any time when the mutual agreement of both parties is given by written notice.
- 15.4 The obligations in this Agreement that concern confidential information and tax confidentiality shall remain in force notwithstanding the termination of this Agreement.
- 15.5 If extraordinary circumstances arise (including but not limited to war, fire, flood, storm, or restraint of government) which prevent either Party from performing its obligations under this Agreement, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail.

16. PAX QUERY SPECIFICATIONS

- 16.1 The PAX Query Specifications are attached to this Agreement as Schedule 1. The Parties authorise the following persons to amend, from time to time, the PAX Query Specifications on their behalf:
- (a) for IR, the Individuals Segment Lead, Customer and Compliance Services - Individuals; and
 - (b) for Customs, the Product Manager (Travel), Finance Technology & Infrastructure.

Any such amendments must not contradict any express provision in the main body of the Agreement.

17. INFORMATION TECHNOLOGY SERVICE LEVEL STANDARDS

17.1 The Information Technology Service Level Standards for the management of the information exchange are attached to this Agreement as Schedule 2. The Parties authorise the following persons to amend, from time to time, the Information Technology Service Level Standards on their behalf:

- (a) IR's Customer Segment Lead -Individuals, Customer and Compliance Services; and
- (b) Customs' Product Manager (Travel), Finance Technology & Infrastructure.

18. SCHEDULE OF CONTACTS

18.1 All notices and other communication between the Parties under this Agreement shall be sent to the following contact persons:

Business issues	
IR:	Customer Segment Lead – Individuals Customer and Compliance Services Inland Revenue Department P O Box 2198 Wellington Phone: s 9(2)(a) Email: bernie.newman@ird.govt.nz
Customs:	Manager (Travel), Finance Technology & Infrastructure New Zealand Customs Service P O Box 2218 Wellington Phone: s 9(2)(a) Email: Craig.Ainsley@customs.govt.nz
Technical issues	Datacom Helpdesk Ph: 0800-508-010


18.2 A Party may change its contact person or their contact details at any time by giving the other Party's contact person written notice of the change.

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Execution

Signed for **Inland Revenue** by:

Naomi Ferguson
Commissioner of Inland Revenue



Date:

Signed for **New Zealand Customs Service** by:

Christine Stevenson
Comptroller of Customs



Date:

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SCHEDULE 1 - PAX QUERY SPECIFICATIONS

1 Relevance, Timeliness and Completeness of Information

1.1 Relevance

IR is granted access to CusMod Information for the purposes established in this Agreement.

The new interface is an API between START and the Customs API gateway.

The key aspects of the START automation include:

- (a) Preparation of the Passenger Movement Query;
- (b) Execution of the PAX Query at Customs; and
- (c) Receipt and incorporation of the PAX Query results in START; and
- (d) The ability to allow batch mode queries on a group of Customers using START Discovery manager (bulk Pax Query).

1.2 Timeliness

Information on arrivals and departures is entered into CusMod at the point of entry/departure from New Zealand, so that CusMod data accessed via the PAX Query application is real-time data.

1.3 Completeness

Customs procedures provide that all arrival and departure details are entered into CusMod. While every effort is made by Customs to keep its database clear there are circumstances that occur that mean that the data cannot always be relied on. For example, data inputting is a manual process and thus subject to human error, people's names can change due to marriage and deed poll changes, people who have dual citizenship can enter and exit New Zealand using different passports.

2 Matching Technique

2.1 Name-based search

- (a) Family name and given name(s) will be matched using a standard Soundex algorithm and an exact match will be made on the date of birth.

2.2 Passport/Citizenship search

All passport/citizenship-based searches are exact matches.

3 Use of PAX Query

PAX Query would be used in the following scenarios to assist the Commissioner to:

- (a) verify whether Borrowers are New Zealand-based or overseas-based for the purposes of the Student Loan Scheme Act 2011;
- (b) verify whether Borrowers are New Zealand residents for the purposes of that Act; and
- (c) verify whether Borrowers are in New Zealand for the purposes of that Act;
- (d) locate, when they enter or leave New Zealand, Borrowers who are in Serious Default in relation to a student loan;
- (e) locate any Liable Person who is in Serious Default in the payment of any financial support debt for the purposes of the Child Support Act 1991; or
- (f) take appropriate debt recovery action against that Customer.

4 Information Required by IR

To process Exceptions and Challenges, IR will need to be able to:

- (a) Identify the correct Customer by:
 - (i) name and date of birth; or
 - (ii) passport number.
- (b) Check historical arrivals and departures for this Customer.

5 Arrival and Departure Information Available to IR via PAX Query

5.1 PAX Arrival and Departure Information Post-June 1992

This information is available via PAX Query.

5.2 PAX Arrival and Departure Information Pre-June 1992

Where information required pre-dates June 1992, a written request will be required.

5.3 Data Elements

The following Arrival and Departure Information is available to IR via PAX Query:

- (a) full name;

- (b) date of birth;
- (c) sex;
- (d) passport number;
- (e) nationality;
- (f) flight number;
- (g) name of ship;
- (h) port details;
- (i) direction; and
- (j) flight date (scheduled flight).

6 Controls and Security Features

6.1 Control of Access to PAX Query

- (a) Access to PAX Query is controlled by Customs. In accordance with the procedure detailed in the Information Technology Service Level Standards, IR will allow Authorised Persons to have access to PAX Query.
- (b) Enquiry-only access will be granted to IR. This means that IR will **not** be able to make changes to any information held in CusMod.
- (c) The number of Authorised Persons that have access to Arrival and Departure Information is about 200, so there will be approximately 200 Authorised Persons with the ability to access PAX Query.
- (d) An individual Authorised Person's user ID will be associated with all bulk requests. This user ID will never be associated with manual requests. As the requests are sent system to system (START to CusMod), this user ID will belong to the Authorised Person responsible for the Discovery parameters and will provide approval to run the Discovery that generates the bulk request.
- (e) The number of manual Passenger Movement Queries per day is currently about 100, estimated to grow to about 300 per day initially.
- (f) Access to PAX Query will be via IR API and Customs API, which will be secured using the HTTP method of information transfer in near real time. This interface contains Customer data - classified IN CONFIDENCE. The external integration solution utilises an approved external integration pattern 6 which includes the necessary security controls to protect Customer data. A second authentication factor (JSON Web Tokens) will also be used.

- (g) IR will:
- (i) prepare a Passenger Movement Query containing:
 - (A) Customer's IRD number;
 - (B) Customer's date of birth;
 - (C) Customer's last name;
 - (D) Customer's first name;
 - (E) Customer's passport number and country code/citizenship (if available);
 - (F) date range of request;
 - (G) requesting Authorised Person's name/automated request;
 - (H) date/time of request; and
 - (ii) send that query from START to Customs via API.

7 Audit

- 7.1 An audit log of every enquiry made by IR will be maintained within the Customs IS environment. Specific records that will be kept are:
- (a) API calls to PAX Query (successful and unsuccessful);
 - (b) Authorised Persons user names;
 - (c) date/time of access;
 - (d) PAX Query enquiries (search criteria and number of results returned); and
 - (e) passports expanded by user.
- 7.2 Customs' audit log will be updated as each transaction occurs.
- 7.3 IR will ensure that details of each API call to PAX Query are held within START. Specific records that will be kept are:
- (a) full name of the Customer;
 - (b) date of birth of the Customer;
 - (c) date of the API call;

- (d) User ID of the Authorised Person who made the enquiry;
- (e) reason for the PAX Query and
- (f) result of the enquiry i.e. match or no match.

7.4 The START reports will be produced on the 1st working day of each month for the prior month and can be made available to the Customs business issues contact person on request.

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SCHEDULE 2 - INFORMATION TECHNOLOGY SERVICE LEVEL STANDARDS

1. Raising Calls

- 1.1 All calls are to be logged with the Datacom Helpdesk 0800 50 80 10 during Standard Business Hours.
- 1.2 All calls will be allocated to a call number, assigned a priority, and assigned as appropriate.
- 1.3 The priority and response times will be as follows.

Priority	Description	Response	Restoration
1 Critical	The service is unavailable to all users	90% within 15 min 99.5% within 30 min	95% within 2 hours 99.5% within 4 hours
2 Urgent	The service is down affecting <50% of users	90% within 15 min 99.5% within 2 hours	95% within 4 hours 99.5% within 8 hours
3 Important	Any operational issue or problem affecting the use of the facility	90% within 2 hours 99.5% within 4 hours	90% within 1 working day 99.5% within 2 working days
4 Low	A request for a non-fault activity, a general request for non-urgent advice or information	99.5% within 8 hours	99.5% within 10 working days unless otherwise agreed

- 1.4 Response time is the overall time between logging of call and appropriate person assigned to call where it cannot be resolved at first point of contact.

2. Availability

- 2.1 Customs agrees to ensure that the API call to PAX Query facility is available seven days per week between the hours of 6am and 9pm.

3. Pax Query Enhancements

- 3.1 The PAX Query application provides functionality through an API interface developed by Customs for use by named agencies. Requests for functionality or interface enhancements may be made by IR but may require the approval of all participating agencies for the enhancements to be made (as all agencies with access to PAX Query may be affected).
- 3.2 PAX Query provides IR with access to Arrival and Departure Information in

CusMod. The profile of data elements presented to a user of PAX Query can be changed, and requests may be made by IR to change these but will only be considered by Customs where the request meets the requirements of clause 5 of Schedule 1 of this Agreement.

- 3.3 Any request made under sections 4.1 or 4.2 of this Schedule is to be made to the Customs Business Issues contact person, as specified in section 18 of this Agreement.

4. Training

- 4.1 Customs provided initial (one-time) training on the system under the 2007 Agreement.

- 4.2 IR will provide training to future IR users.

5. Monthly Charge

- 5.1 IR agrees to pay Customs a \$1,000 per month (plus GST) to cover the cost of this service by Authorised Persons.

- 5.2 Payment will be made on the 20th day of the month following the date of receipt of a valid invoice from Customs.

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Joint Agency Implementation Reference

For

Advance Passenger Processing

&

Advance Passenger Information

Between

NZ Immigration & NZ Customs



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1. Purpose

The purpose of this paper is to summarise and define the high level scope and linkages between NZ Immigration and NZ Customs implementations for advance passenger information including passenger prescreening at airline check-in, through to access of airline reservation data for profiling passenger information for the purposes of border security.

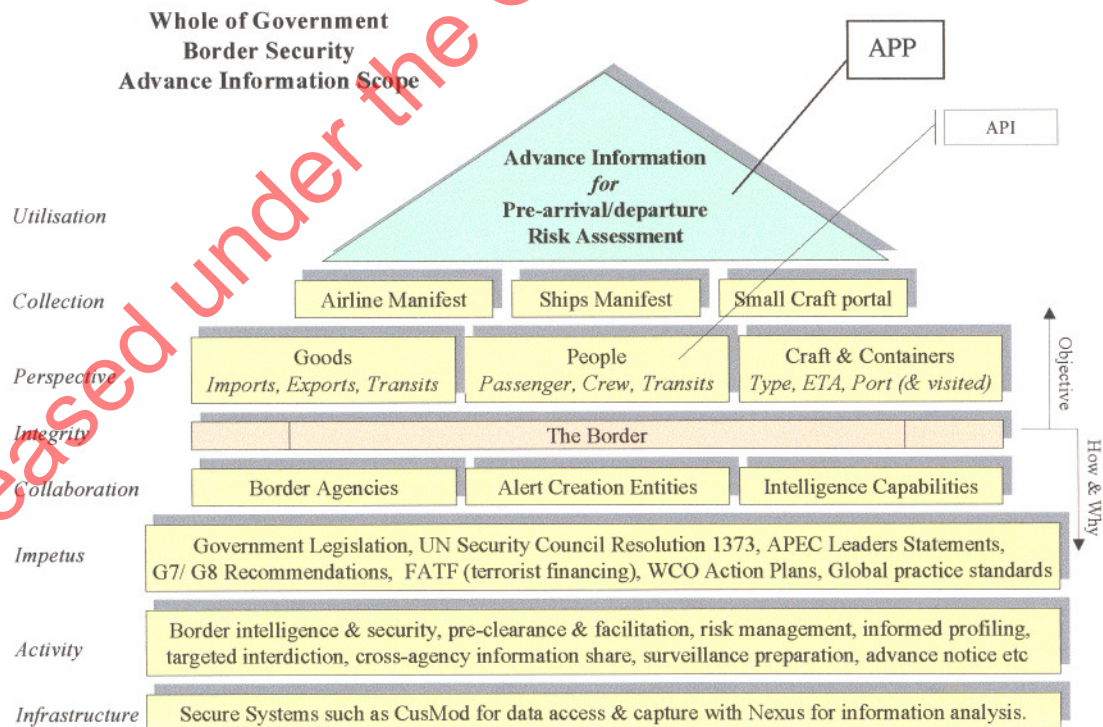
This document is intended as “directional” to outline areas of co-operation between NZ Customs and NZ Immigration and establishes a set of principles and objectives for going forward. It also identifies the future work involved in areas where each organisation may impact the other – and to ensure synergies and demarcations of effort.

Finally, this document is also “informational” to convey the strategic rationale and drivers behind each agency’s implementation –and to convey this to the other.

2. Vision Solution and Present Status

The envisaged functional solution incorporates the following design concepts and understanding.

Advance Passenger Information (API) is an initiative lead by NZ Customs that is a part of a wider strategy that incorporates advance information for passenger, vessels and goods best described by the following diagram.



API is a defined international process and standard (not a system) with protocols for systems interoperability between carriers and Customs jurisdictions. The NZ Customs System is compatible with these international standards.

For New Zealand airlines it will provide border agencies with information on all passengers and crew on all flights, once the flight has closed. The information to be provided is as per the international API Guidelines. This information can be automatically generated by Advance Passenger Processing (APP) system once an airline has implemented the Interactive Screening Check, or alternatively, airlines may use the existing Electronic Data Interchange (EDI) method for API to provide advance information.

Ultimately, APP can provide NZ Customs with the API formatted according to international standards.

API is primarily for customs purpose (goods, tariff etc) and APP will be the primary passenger screening for immigration purposes (status, character and intentions).

APP resulted from the New Zealand Government's decision to improve immigration systems to screen out 'risk' travelers before they board flights for or arrive in New Zealand as part of the counter-terrorism package announced in January 2002

APP is ^{an} a holistic approach to border management, designed to identify and intercept travelers who may pose a security risk to New Zealand before they board flights for or arrive in New Zealand. It mixes screening via an electronic system with profiling by Immigration Officers who have border experience. The advantage of APS is that it will not only screen out 'risk' travelers, but it will also facilitate the movement and safety of genuine travelers.

Other countries in the APEC Forum are also investigating the APP system most notably Malaysia, Thailand and the Philippines as well as Canada, the United States and also the United Kingdom. The APP system has been established as an APEC Pathfinder initiative and an APEC grant has been made available to Australia to assist developing countries within APEC to conduct multi-lateral trials of the APP system. By utilising a common information sharing platform, countries are better placed to share certain information, for example traveller's passport data and lost and stolen passports, improving the management of border security risks while facilitating the flow of travel for the vast majority of passengers on flights between participating countries.

The deployment of the APP system by New Zealand provides significant advantages for immigrants and visitors to New Zealand. In particular, this system would enable airlines to electronically check a passenger's visa status at flight check-in, thereby precluding the need for a visa label in the passport for visa required travellers. This would enable electronic visas to be issued as part of the visa and permit application services to be made available over the Internet, thereby significantly enhancing the value of this eGovernment service.

their own databases and quickly identify those warranting further questioning at the airport. This will likely involve collection of comprehensive information from multiple sources including data from the relevant global distribution, airline reservation and departure control systems. Use of PNR will improve Customs and Immigration risk management capabilities and allow resources to be more effectively targeted at improving overall levels of security, while at the same time speeding up the movement of low-risk passengers. PNR access requires legislation to proceed and is currently proposed within the Customs' "Counter Terrorism: Trade and Travel Information and System Security" Bill.

3. Strategic Approach – the rationale

The strategic approach for these new border security initiatives embodies a number of key philosophies. These include:

- **Government direction for improved security measures**

The Government is planning to introduce legislation (the "Counter Terrorism: Trade and Travel Information and System Security" Bill) that will include a range of improved security measures. The clear direction from government to border agencies is that initiatives that provide pre-boarding checks, advance information, profiling against Airline databases and information sharing between various agencies are a key part of these improved security measures.

- **A Joint Agency Plan & Approach**

The Border Control Review Team's recommendations (from the Oct 1999 report "The Effective and Efficient Management of Border Services") centered on strategic co-ordination, risk management, process integration and information infrastructure. Key elements of the strategy recommended were:

- Whole of Government;
- Customer focus;
- Risk Minimisation;
- Cost efficiency.

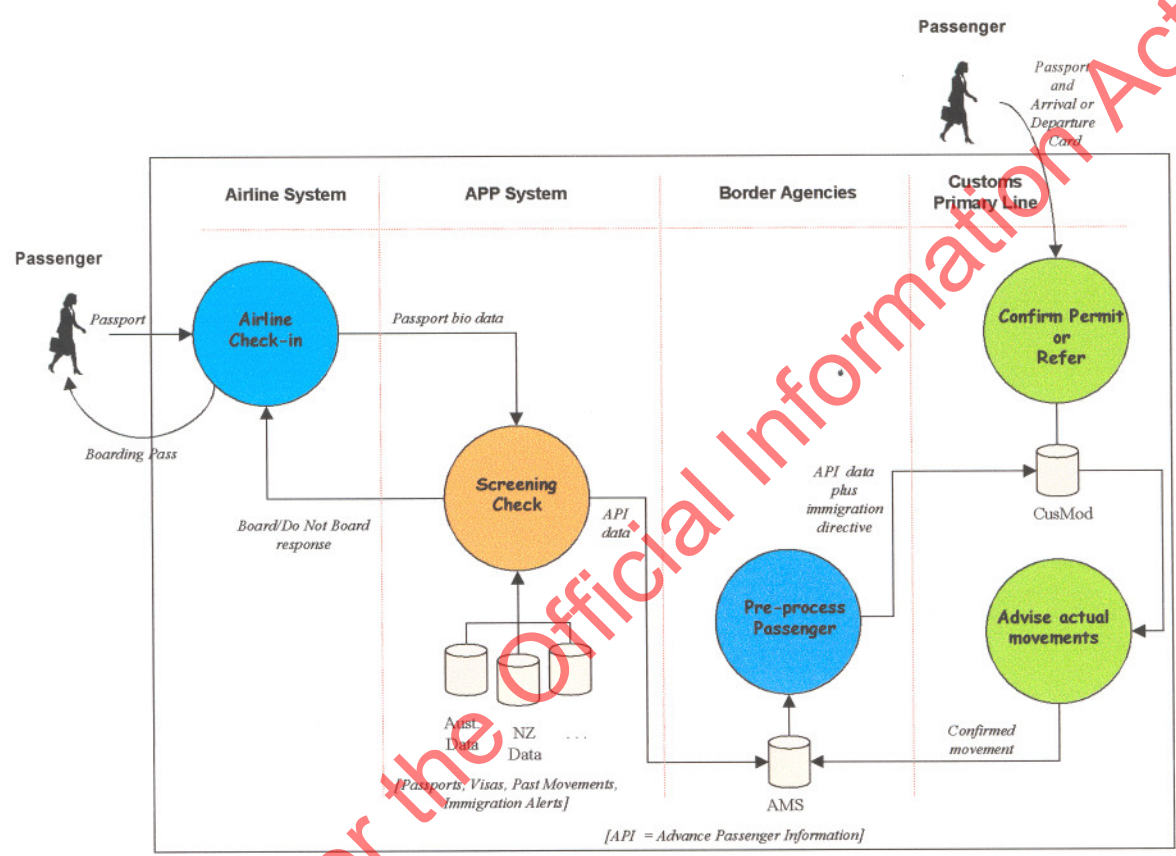
For instance, Risk Profiling persons of interest using advance information shared between NZ Customs and NZ Immigration leading to Passenger Name Record (PNR) queries on Airline databases is an example of Process Integration between stakeholders and border agencies.

- **Harmonisation with other jurisdictions**

New Zealand is a signatory to the International Convention on the Simplification and Harmonization of Customs procedures and is also committed to relevant resolutions and declarations from multi-lateral forums such as APEC relating to co-operation in

The NZ Immigration Service project team has completed the development of their requirements by producing Solutions Model documents covering the Check-in, APP, Operations Support and Primary line components of APS. The Solution Model has identified significant new opportunities for the sharing of information and linkages between NZ Customs and NZ Immigration, which may impact on existing business processes and systems. This joint implementation is intended to ensure there is a properly constructed target environment for the new business processes.

The following diagram on Advance Passenger Screening describes the various components and links to other systems.



NZ Customs, in the meantime, have piloted API with Air New Zealand which is now in production and advance data on arriving passengers for most Air New Zealand flights is reviewed by the Customs Control Room and other officers at the Primary Line. Use of such information has already enabled plans of action to be put in place before the alert strikes at the primary and identification of persons of interest. United Airlines, Cathay Pacific and Japan Airway will also soon commence sending their API.

Advance information from Cruise Ships is also being currently received. There is an opportunity to share this information with NZ Immigration.

The next stage of risk management profiling will involve Border Agencies being able to link electronically to operators' computerised passenger booking systems to check background information on people. This would rely on Passenger Name Records (PNR), the standard mechanism for access into these databases. Use of PNR for queries will enable relevant government agencies to analyse passenger details against

areas of immigration and border control. Relevant key principles for the current border security initiatives are:

- the implementation of programmes aimed at continuously modernizing border management procedures and practices and thus enhancing efficiency and effectiveness
 - the provision to interested parties of all the necessary information regarding Customs laws, regulations, administrative guidelines, procedures and practices
 - the adoption of modern techniques such as risk management ...and the maximum practicable use of information technology,
 - co-operation wherever appropriate with other national authorities, other border administrations
 - the implementation of relevant international standards
- **Minimise Compliance costs**

Both Agencies are keen to ensure that compliance costs to Airlines, who are key stakeholders, are minimised to the extent possible. NZ Customs & NZ Immigration have consulted extensively with BARNZ and individual Airlines over the last few months. This consultation has included numerous discussions, presentations at Tomorrow's Travel forums and latterly a joint survey conducted of Airlines flying into New Zealand re their state of readiness to perform API & APP as well as their suggestions on minimising compliance costs.

A key strategy both agencies have adopted is to use existing mechanisms that Airlines are already using- based on the US APIS approach and Australia's APP. All Airlines flying into the USA are already required to provide API data while Australia has just introduced compulsory APP. Most Airlines flying into NZ have already changed their systems to provide such information- responses to the joint survey indicate that of the top ten Airlines (by passenger movements) that carry nearly 95% of travellers to and from New Zealand, at least seven already provide both APP & API and two provide API.

- **APP & API are part of the big picture**

Both APP & API are part of a range of border security initiatives that agencies are implementing. NZ Customs for instance is also implementing advance cargo logistics covering containers as well as advance information from Cruise ships. NZ Immigration, meanwhile, is implementing its Access From Anywhere strategy which enables improved decision-making and facilitation for low risk travellers.

- **Provide certainty to Airlines**

The agencies' objective has been to keep Airlines in the picture at all times regarding new initiatives so that they have a degree of certainty about what is required of them. The consultation undertaken has signalled planned implementation timelines, standards to be used and other relevant information well in advance and sought feedback.

- **Better integration with other Agencies**

There are a number of areas where advance information will complement key security or related functions performed by other agencies including Ministry of Agriculture & Forestry, Security Intelligence Service, Aviation Security, New Zealand Police, Department of Courts etc.

for

4. Guiding Joint Agency Principles

The guiding principles that these initiatives will follow are:

- Both agencies will work within the provisions of relevant legislation including the Privacy Act 1993.
- Both agencies will share data collected with other government agencies and between themselves e.g. NZ Customs will provide API data to NZ Immigration (including information from Cruise Ships)
- The API requirement does not deal with pre-screening, which is a fundamental requirement for advance processing.
- NZ Customs accepts that API data can be sourced either directly from an Airline or via APP. NZ Immigration will pass on API data collected via APP to NZ Customs. Until APP is implemented, Airlines will need to provide API data directly.
- Advance information will be used to enhance profiling capabilities right through the life-cycle such as pre-check-in profiling, in-flight profiling, Primary Line assessment, post-arrival assessment etc.
- NZ Customs requires advance information on all passengers (including transits), crew and craft summary.

5. Business Objectives- Organisational

NZ Customs' API

API is driven by the need for better management of the risks associated with passengers arriving and departing New Zealand.

The increase in international terrorist activities and related security threats, people smuggling, drug trafficking as well as continuing growth in passenger numbers without a corresponding increase in staff numbers and facilities affects New Zealand Border Agencies, passengers, airlines and airport authorities. The impact is greater border risk and security vulnerabilities, increased queues, airport congestion, less efficient administrative processes, increased costs and reduced customer satisfaction.

API enables:

- electronic transmission of full passenger and crew biographic data and other flight and cruise details by a carrier in advance of its arrival in New Zealand
- effective preparation based on advanced warning by the appropriate security agency when a person of interest for security reasons is identified

- reduced inconvenience and delay experienced by some passengers and crew as a result of necessary border processing
- enhanced effectiveness and timeliness of reconciliation of passengers lists

API is also consistent with NZ Customs' Mission, Vision and Strategic direction as well as the NZ Government's eGovernment strategy and the Simplified Passenger Travel (SPT) initiative.

NZ Immigration APP

Advance Passenger Screening will improve border and airline security by screening out 'risk' travellers before they embark offshore or arrive in New Zealand. NZIS and other border agencies will have sufficient notice of in-bound and outbound passengers to enable early intervention if there are concerns.

The Key Stakeholders for both these initiatives are: Border Agencies, Airlines, Passengers, Airport Companies. The overall concept is that most of passengers who use the system are considered low security risks, APP/API allow airport and border security authorities to focus their limited resources on unknown passengers. The growth in passenger traffic is accommodated through improved use of technology rather than additional infrastructure. There is more effective allocation of staff, based on advance information on arriving or departing passengers and there is improved communication and consultation between airlines and government.

Both initiatives position border agencies for future security initiatives like "Trusted Traveller" based on emerging technologies such as biometrics.

6. Scope of Work

- Identify need and mechanism for shared information infrastructure - including use of API information by NZ Immigration and use of APP for providing API information to NZ Customs
- Assess implications of APP Pilot to be implemented in the last quarter of FY 2002-2003
- Assess implications of API implementation by airlines including Primary Line processing
- Identify changes required to business processes following the introduction of API, the APP Pilot and during subsequent phases of APP
- Identify data flows and changes required to CusMod, the AMS-CusMod interface and other systems following the APP Pilot and during subsequent phases of APP
- Agree implementation approach, project plan and resourcing for changes identified
- Identify considerations for the Airline MoUs to be developed for APP, API & PNR

Included

- Understanding of business process impact

- Scoping & Sizing of systems changes
- Identification & high-level definition of business process changes
- Identification of information sharing

Excluded

- Detailed Scoping of business process changes
- Change management planning
- Execution of the project plan such as changes to systems

7. Summary of Work

NZ CUSTOMS	NZ IMMIGRATION
Air New Zealand API Pilot (completed)	Finalise APP Solution Model
Air New Zealand API Production (completed)	
Second Airline Pilot	
Rule change- Inwards Remittance Report	
Define process changes- Primary Line impact of API	Report back to joint Ministers
<i>Sign-off Joint Agency Implementation Reference document Initial Implementation Plan, Risk Mitigation document</i>	
Second Airline – API Production	Finalise Commercial arrangements Finalise APP design
<i>Inclusions for MoUs with Airlines</i>	
Other Airlines- API	Define process and system changes- potential implications for NZ Customs
Impact assessment- APP on business processes and systems, handling of "Permit" directives, reconciliation for movements	Review of real-time interface between CusMod & AMS
High level definition of CusMod system changes	
<i>Review of proposed business process & systems changes Finalise interface specifications</i>	
Define Alert Management & Distribution processes	Define generation of Alerts to Customs
<i>Agree proposed business process & systems changes Agree implementation timetable, resourcing & project management</i>	
Define data capture from Cruise ships	
	APP Testing
	First Airline Pilot APP
Implementation of agreed changes	Two Airlines in Production APP Most major Airlines in Production

8. Implementation- Roles & Responsibilities

Regular oversight and reviews of progress will be undertaken by:

- Peter Rosewarne, IS Manager NZ Customs
- Lee Wilson, Project Manager- APP NZ Immigration

The Project Lead will prepare regular progress reports to be used for senior management communication.

Roles

The suggested Roles of the participants at a high level are:

Joint Project Reviews- NZ Customs & NZ Immigration

Project Joint Lead – Karun Shenoy

Business input- NZ Customs & NZ Immigration

Technical input- NZ Customs & NZ Immigration

Responsibilities

The suggested areas of Responsibilities are:

Both Parties:

- Review & Agree Business requirements
- Agree Interfaces to own systems
- Integration
- Acceptance testing
- Operationalising new processes & systems
- Support for own systems

NZ Customs:

- Define impact on Primary Line & other business processes
- Handling of “Permit” Directives
- Define impact on CusMod and other systems, including cost to NZ Immigration from NZ Customs
- Specifications for CusMod-AMS Interface
- Alert Management & Distribution
- Stamping of Passports
- Data capture from Cruise Ships

NZ Immigration:

- Define impact on Secondary Referral & other business processes
- Generation of “Permit” Directives
- Define impact on APP, AMS and other systems
- Specifications of interface to CusMod
- Generation of Alerts

9. Deliverables

The deliverables will be:

- Document with a definition of system changes at a high level relating to:
 - Modifications to CusMod and other NZ Customs systems

- Modifications to AMS and other NZ Immigration systems
- Interface specifications APP <-> CusMod and API/CusMod <-> AMS covering “Permit” directives, Expected Movement Records, Reconciliation of Movements, Transmission of API data from APP and API data from CusMod
- Alert Management (NZ Customs, NZ Immigration) including real-time updates of Alerts from NZ Immigration to NZ Customs
- Document stating business process impact relating to:
 - Alert Management
 - Information Sharing
 - Primary Line & Secondary processing
- Project Plan- implementation of changes including estimated effort, resourcing, dependencies and key milestones
- Document proposing inclusions for MoUs to be negotiated with Airlines
- Risk Mitigation document

10. Risk Mitigation

Risk Mitigation for the implementation will include:

- Agreement between key Stakeholders re vision, objectives, deliverables, roles
- Streamlined business processes, some of them re-defined, between participants
- Commitment to resources, timeline & deliverables
- A transparent, auditable process and activities that demonstrate border agency co-operation
- High quality definition of interface specifications
- Managing the expectations of front-line staff
- Good operating procedures with fallback mechanisms

11. Success criteria

- Sufficient level of detail in deliverables that allows NZ Customs & NZ Immigration to make informed decisions on execution
- All relevant stakeholders understand and agree on key deliverables
- Meets the allocated budget and milestones

12. Implementation Approach & Methods

The following process will be used to ensure strong alignment between various participants efforts:

- Formal agreement to Terms of Reference, Business Requirements and other key documents
- Business requirements driving technology decisions
- Consultation with business & technology personnel in both organisations
- Creation of detailed data flow maps including data attribute entities and ‘sentence string’ structure for data sharing between systems
- Each organisation to identify & commit named resources

- Formal Implementation Plans, Specifications and Project Management practices to be followed by participants
- Close monitoring and strong commitments to resourcing, timelines and deliverables by participants

13. Joint Implementation – Proposed Timeline

Nov 22, 2002	Sign-off
end-Nov	Initial Project Plan, Risk Mitigation document
	Discussion papers for workshops
early Dec	Joint Business Workshop- half-day
	Joint Technical Workshop - half-day
mid-Dec	Identify Business Process changes, High level scoping of system changes
end-Jan	Document Business Process changes, define system changes (eg API)
end-Feb	Final versions of documents for Review
end-Feb	Project Completion- deliverables as per Section 9 completed

14. Resources

Both parties recognise that, to ensure a quality outcome, this implementation will require appropriate resourcing. It is their intention therefore that the implementation will not be constrained by pre-defined constraints. There are also many variables that may skew the level of resourcing required but initial high level resourcing requirements are likely to be on the following lines:

Joint Implementation Reviews	6 person days
Project Lead	15 person days
Business Input – NZ Customs	4 person days
Business Input – NZ Immigration	5 person days
Technical Input – NZ Customs	10 person days
Technical Input – NZ Immigration	7 person days

NZ Customs and NZ Immigration will nominate a representative each to define business processes and a technical representative to define interfaces to their systems. The Technical representatives will also lead development of interfaces to internal systems.

15. Budget

External Contractor – \$24,000 – cost to be shared
Internal Resources – Each party to absorb costs

Travel – \$2,000 (2-3 trips Auckland)

16. Relationships & Interfaces

- BARNZ
- Airlines
- ICAO/IATA standards
- NZ Customs systems especially CusMod
- NZ Immigration systems especially AMS
- Australian Customs Service
- Department of Immigration, Multicultural & Indigenous Affairs, Australia

17. Interdependencies

- APP Project
- API Project
- CusMod release
- Customs Regulation changes
- Counter-Terrorism Legislation

18. Assumptions

- High Level scoping is agreed prior to initiation
- Resources are available from NZ Immigration & NZ Customs

19. Risks

- Lack of alignment of strategic interests and expectations between the various stakeholders
- Increased exposure of CusMod & APP/AMS data to access from other systems and accompanying security risks
- Delays due to resourcing, scoping, integration or delivery issues
- Conflict with Customs' work program around CusMod



20. Constraints & Dependencies

- Existing project & resourcing commitments
- Limiting changes to back-end systems
- Ability to quickly develop new business procedures in areas such as alert-checking, movement reconciliation etc
- Legislative and Regulatory changes needed

21. Sign-off

These terms of reference are Agreed & Accepted

Signature:

Name: J.R. SECKER
Date: 4/12/02
Title: N.M. ARM
New Zealand Customs Service

Signature:

Name: C. Hampton
Date: 4-12-02
Title: General Manager
New Zealand Immigration Service

Released under the Official Information Act 1982



NEW ZEALAND
CUSTOMS SERVICE
TE MANA ĀRAI O AOTEAROA



**MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT**
MĪKINA WHAKATUTUKI



**MINISTRY OF
HEALTH**

MANATŪ HAUORA

Memorandum of Understanding

**between the
New Zealand Customs Service**

**and the
Ministry of Health**

**and the
Ministry of Business, Innovation and
Employment**

In relation to the New Zealand Traveller Declaration System

(Tranche One)

March 2022

Released under the Official Information Act 1982

This Memorandum of Understanding is made effective on the date of the last signature and is

Between The New Zealand Customs Service (Customs)

And The Ministry of Health (MoH)

And The Ministry of Business, Innovation and Employment (MBIE) responsible for Immigration New Zealand (INZ) and for Managed Isolation and Quarantine (MIQ)

(each "Party" and together the "Parties").

1. Interpretation

1.1 The following terms used in this MOU have the following meanings, unless the context requires otherwise:

Term	Meaning
ABO	COVID-19 Public Health Response (Air Border) Order 2021, an order made under the COVID-19 Public Health Response Act 2020.
APP	Advance Passenger Processing. Airlines provide prescribed information under the Immigration Act 2009 about all travellers to, from, or transiting New Zealand using the APP system, and must comply with immigration boarding directives received from the chief executive of MBIE (INZ) through the APP system.
BEB	Border Executive Board. A Board comprising of the Chief Executives of Customs, MBIE, Ministry for Primary Industries, Ministry of Transport, MoH, and Ministry of Foreign Affairs and Trade.
Border Risk System	A component of the System (see Annex 1) which is responsible for performing risk assessments of the declaration and supporting documentation against the COVID-19 Provisions. The responses from each Party are then aggregated in the Border Risk System before being returned back to the Declaration Application and Services component. This system has been built by and is operated by Customs.
Business owner	An employee of each Party who will oversee the on-going operation of the System.
Certificate Verification System	A component of the System (see Annex 1) which is responsible for verifying the authenticity of documents uploaded in support

	<p>of a declaration, where those documents have a cryptographic signature allowing them to be automatically verified.</p> <p>This component also checks that data entered by travellers matches the data on the certificates they have provided.</p> <p>Where documents cannot be verified automatically, the Verification Service team manually checks them.</p> <p>This system is operated by Customs.</p>
Contact Centre	<p>The MBIE (INZ)-delivered contact centre which provides points of contact for travellers or an authorised third party. This component supports travellers with guidance and information about making their declaration, including where to find information on the companion website, escalations, where to go to for review of a decision, or directs them to where they can make a complaint on Customs' website.</p>
COVID-19	<p>The novel coronavirus SARS-NCOV-2, see: https://www.health.govt.nz/our-work/diseases-and-conditions/covid-19-novel-coronavirus.</p>
COVID-19 Legislation	<p>COVID-19 Public Health Response Act 2020 and related Orders and Notices.</p>
COVID-19 Provisions	<p>Provisions that apply to persons arriving in New Zealand, as defined in COVID-19 Legislation.</p>
Customs	<p>New Zealand Customs Service.</p>
Declaration Application and Service, or Declaration App	<p>The Declaration Application and Service is a component of the System (see Annex 1) which captures and manages declarations and information submitted by and on behalf of travellers to New Zealand. This component comprises user interfaces and orchestration components for managing automated steps for processing declarations. This component also communicates to travellers the result of their declaration.</p> <p>This component has been built by and is operated by MBIE (INZ).</p>
EUDCC	<p>European Union Digital COVID Certificate. This is a certificate issued by the European Union that provides digital proof that the holder has either been vaccinated against COVID-19, received a negative test result, or recovered from COVID-19. They feature a cryptographic signature that enables them to be automatically verified by the Certificate Verification System.</p> <p>Use of EUDCCs is subject to terms of use.</p>
Health Rules System	<p>The Health Rules System is a component of the System (see Annex 1) which evaluates information captured in a declaration against a set of rules to support risk assessment from MoH. Initially these are the COVID-19 Provisions, but they could be changed in the future to support any kind of health risk assessment and treatment at the border.</p> <p>This component has been built by Customs and is operated by Customs, applying the COVID-19 Provisions.</p>
MBIE	<p>Ministry of Business, Innovation and Employment.</p>

MBIE (INZ)	Immigration New Zealand, a business unit of MBIE.
MBIE (MIQ)	Managed Isolation and Quarantine, a business unit of MBIE.
MoH	Ministry of Health.
MOU	This Memorandum of Understanding between Customs, MoH and MBIE, including any Schedules or Annexes.
Notice	A Notice issued by the Director-General of Health under COVID-19 Legislation and published in the New Zealand Gazette.
PDT	A pre-departure test for COVID-19, required under the ABO.
Personnel	Includes employees, contractors, and agents.
Programme	The New Zealand Travel Declaration Programme (NZTD Programme), led within Customs, which is responsible for the development and delivery of the System.
Specified Information	Information collected and used by the Parties for the purposes of the System, as specified in a Notice made under clauses 23 and 24 of the ABO.
SRO	Senior Responsible Owner, who has responsibility for the delivery of the Programme. See section 6.
System, or New Zealand Traveller Declaration System	<p>The New Zealand Traveller Declaration (NZTD) System, known as the System which is being developed, delivered and operated by the Parties.</p> <p>It includes a website, the Declaration Application and Service, the Certificate Verification System (supported by manual checking processes), the Health Rules System, supporting Contact Centre(s), integration with connecting systems, the Border Risk System, and related software and operational processes, including processes for exemptions and appealing decisions. See Annex 1 for an indicative diagram.</p> <p>It supersedes the current Nau Mai Rā system, operated by MBIE (INZ) as agents of MoH.</p> <p>The System is specified by a Notice under the ABO as the approved system for making a traveller declaration.</p>
Tranches One, Two and Three	The three stages of development of the System, as described in Schedule 2. This MOU covers Tranche One.
Traveller Declaration	A declaration required by clause 23 of the ABO to be made by a traveller.
Traveller Pass	<p>A confirmation message provided to travellers by the Declaration Application and Service, which provides a record of the person's declaration. This may be presented in electronic or paper format.</p> <p>A Traveller Pass is required under clause 12 of the ABO and is specified by a Notice.</p>

VAC	Visa Application Centre, an MBIE-hosted contact centre that operates on a pay-for-service basis.
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- 1.2 In this MOU, unless the context requires otherwise:
- 1.2.1 references to clauses and schedules are to clauses and schedules to this MOU
 - 1.2.2 the singular includes the plural and vice versa
 - 1.2.3 any statute includes any amendment to, or replacement of, that statute and any subordinate legislation made under it.
- 1.3 This MOU should be read alongside the letter between Chief Executives, dated 2 February 2022, detailing the Inter-Agency arrangements.

2. MOU: Purpose and Effect

- 2.1 This MOU applies to the Parties' operation of the System during Tranche One, which went live on 25 March 2022. Tranche One has been authorised via the ABO and related Notices.
- 2.2 Its purpose is to ensure the Parties understand and agree to each other's roles, to ensure efficient seamless delivery of services to travellers.
- 2.3 To achieve that purpose, this MOU documents governance structures, processes and related responsibilities and behaviours.
- 2.4 This MOU has been prepared to assist the Parties, but the Parties recognise that:
- 2.4.1 it is not legally binding
 - 2.4.2 their formal powers and functions are determined by specific provisions in the COVID-19 Legislation, as well as each Party's own governing legislation
 - 2.4.3 it does not contain an enduring in-depth description of the design of the System. The System is being delivered iteratively over time to provide ongoing improvements of functionality and usability. However, a high level diagram of the System's initial information flow is set out at Annex 1.
- 2.5 The Parties confirm their commitment to ensuring each acts in a manner consistent and compliant with relevant legislation governing each Party, including the Privacy Act 2020, the Official Information Act 1982, the New Zealand Bill of Rights Act 1990, any further relevant legislation, requirements of providers (such as the EUDCC terms of use) and any other relevant arrangements such as this MOU.

3. The System: Purpose and Overview

- 3.1 The System is an administrative tool to assist the public health response to COVID-19. It collects relevant information from travellers to support the public health response to COVID-19 and to check the traveller meets the requirements of applicable COVID-19 Provisions in order to enter New Zealand.
- 3.2 Customs is leading the development, implementation and operation of the System in partnership with MBIE and MoH, to replace and expand the functions of the pre-existing declaration system, Nau Mai Rā.
- 3.3 The System is designed to be flexible to meet the requirements of the COVID-19 provisions at any point in time.
- 3.4 The System uses electronic processes and automation to manage increased volumes of travellers entering New Zealand, but also includes business processes and services delivered manually by the Parties' personnel.
- 3.5 A key feature of the System is the Declaration App. It enables travellers, before they check in for their flight, to enter information electronically and upload documents. The Declaration App emails a traveller pass to travellers who meet requirements and a rejection (with reasons) to those who don't. A back-up manual System is available for travellers who are unable to complete their declaration using the Declaration App.
- 3.6 The System is being rolled out in three tranches, with the second and third subject to Cabinet funding approval. Details of each Tranche are in Schedule 2.

What the System does not do

- 3.7 Post-arrival management of travellers is outside the scope of the System, and remains part of the All-of-Government response. Ministerial and Director-General decisions on COVID-19 Provisions, such as those that apply at the border, are also out of scope.

4. Roles and Responsibilities

- 4.1 The Parties recognise:
 - 4.1.1 the role of Customs as the border agency responsible for managing the movement of persons, goods, and craft across the New Zealand border
 - 4.1.2 the role of MoH in the management of public health risk at the border
 - 4.1.3 the role of MBIE (INZ) as the border agency responsible for regulating the travel of foreign nationals to, and their entry into, New Zealand.
- 4.2 The overarching responsibilities of the Parties for the System are indicated on the diagram in Annex 1.
- 4.3 Additional high level responsibilities are described below, with more detail in Schedule 1.

Customs' Responsibilities

Design, Build and day-to-day Operation of the System

- 4.4 Unless specified elsewhere, and as described in Schedule 1, Customs is responsible for the design, build and day-to-day operation and maintenance of the System, including the certificate verification and risk assessment components, the issuing of the Traveller Passes, and enforcement of the requirement to hold a Traveller Pass on arrival at the border.
- 4.5 Customs will provide publicly available information to support the transparency of decision-making.

Complaints and reviews

- 4.6 Customs has made available its complaints process through the Customs website (www.customs.govt.nz/contact-us/make-a-complaint/) and the Customs Contact Centre (0800 4 CUSTOMS), for dealing with complaints or enquiries that cannot be resolved directly by the Party who receives the initial complaint/enquiry.
- 4.7 Customs receives and triages complaints, responds to complaints and enquiries in areas of Customs' responsibility, and will refer other complaints and enquiries to the Party responsible. Where an issue affects all agencies, the response will be coordinated by Customs.
- 4.8 Customs is providing a channel for manual review of automated decisions, to manage requests for reviews of declaration outcomes. This does not extend to reviews of the underlying COVID-19 Provisions.

MBIE (INZ)'s Responsibilities

Design, Build and day-to-day Operation of the System

- 4.9 MBIE (INZ) is responsible for delivering the ICT infrastructure for the Declaration Application and Service, and providing support services including the Contact Centre and companion website.

Supporting Travellers

- 4.10 MBIE (INZ) houses and operates a dedicated Contact Centre, which includes an external service provider to provide out-of-hours support and handle any overload during business hours.
- 4.11 The Contact Centre and external service provider assist travellers with a range of queries about the System, but will not complete or submit a declaration on behalf of the traveller. An additional Visa Application Centre (VAC)-assisted fee for service channel is available to complete declarations on behalf of travellers.
- 4.12 MBIE (INZ) has specified Service Level Agreements for the Contact Centre. Variations to these may occur from time to time, in which case the other Parties will be informed. Post-implementation, MBIE (INZ) will

review Contact Centre operations to inform future service delivery requirements.

MoH's Responsibilities

Health Rules

- 4.13 MoH is responsible for monitoring public health risks and making recommendations on the use of COVID-19 Provisions to manage the risk posed by people entering New Zealand. Proposed provisions are approved by either the Minister for COVID-19 Response or the Director-General of Health.
- 4.14 MoH will inform the Programme when COVID-19 Provisions have been amended, requiring a System change, and assist with the health rule interpretation required for the System to meet the COVID-19 Provisions.

5. Coordination and Cooperation

5.1 Each Party will:

- 5.1.1 perform its responsibilities with care, and coordinate with each other where appropriate
- 5.1.2 tell the other Parties of proposals relating to the operation and governance of the System that might affect them, as soon as possible
- 5.1.3 Work together to ensure external communications are consistent and represent a whole-of-government view, and the experience for people using the System is seamless.

6. Governance

Programme governance

- 6.1 This Programme is governed by the Governance Structure laid out in the NZTD Border Executive Board (BEB) Terms of Reference¹.

System handover and Post-delivery governance

- 6.2 The Programme is responsible for day-to-day operations of Tranche One until such time as a transition plan to business-as-usual is agreed to and implemented.
- 6.3 An entity will be set up to provide ongoing governance of the System.

7. Information

Collection and Use

- 7.1 Each party collects and uses information received from travellers held by the System for the purposes of the System, as set out in the COVID-19 Provisions. The Parties will work together to ensure they can each

¹ The NZTD was previously known as the Traveller Health Declaration System (THDS)

appropriately access the information (including information derived from it using System processes) for use consistent with their responsibilities as set out in this MOU and as indicated by the Information Flow diagram in Annex 1.

- 7.2 The agencies will prepare and publish a Privacy Impact Assessment (PIA) for the System. It will be regularly updated to reflect changes that arise as the System is progressively rolled out and adapted to respond to changes in the broader environment.

Deletion

- 7.3 The Parties will delete personal information in accordance with the Privacy Statement, any agreements (such as the EUDCC terms of use) and as required by law.

Security

- 7.4 Each Party uses best practice to keep information secure and prevent unauthorised use or disclosure as per their current policies and procedures.
- 7.5 Each Party is responsible for developing appropriate privacy safeguards in place in relation to the information, including processes to ensure only appropriate Personnel have access, and process to detect, report and respond to potential or actual privacy events (including breaches and near misses).

Disclosure

- 7.6 If a Party is required by law to disclose information held by the System, it will endeavour to notify the other Parties in writing beforehand.
- 7.7 If a Party receives a request under the Privacy Act 2020, or the Official Information Act 1982 (OIA) relating to the System, information held by the System, or information generated in relation to the System (for example, a report produced in response to a request to review a decision) it will follow its standard processes for handling the request. This may include consulting with the other Parties before responding.
- 7.8 The following are locations in which data is stored:
- 7.8.1 Information that has been captured in the Declaration App is managed by MBIE (INZ)
 - 7.8.2 Information that has been processed through to the National Border Solution is held by MoH
 - 7.8.3 Information that is processed through to the Border Risk System is held by Customs
 - 7.8.4 Voice recordings (if any) of calls to the Contact Centre are held by MBIE (INZ).

8. Breaches

- 8.1 All privacy breaches will be immediately be notified to the Business Owner(s) responsible for the relevant system or component, who must investigate any actual or suspected unauthorised access to, use of, and/or disclosure of personal information without delay.
- 8.2 Any Party with reasonable cause to suspect such a breach or potential breach, may investigate it and the other Parties will provide reasonable assistance.
- 8.3 Where an investigation is undertaken, the Parties will provide each other with reasonable assistance, and keep each other informed of progress, through the Business Owners.
- 8.4 If an investigation confirms that there has been a privacy breach, and it is considered necessary or required by law, the Party that is responsible for the privacy breach will notify the Office of the Privacy Commissioner of the breach, and any other party as required under the Privacy Act 2020.

9. Media

- 9.1 The Parties will ensure that responses to media enquiries are timely and co-ordinated, and follow the processes agreed in the NZTD slide pack on managing stakeholders, media and issues. Customs' Communications team email (communications@customs.govt.nz) is the first point of call for all System enquiries within business hours; after hours, queries should be directed to the Customs on-call media advisor on 021 823 708.
- 9.2 The Parties will consult each other when they plan to publicly comment on enquiries or complaints, or make a proactive announcement.
- 9.3 Any comments made to the media relating to complaints by any complainant should be limited to the Party's area of responsibility unless agreed by the other Parties.

10. Training

- 10.1 Each party will take reasonable steps to ensure their personnel are informed of their roles, responsibilities and obligations as set out in this MOU, and appropriately trained to carry out agreed tasks.

11. Variations to this MOU

- 11.1 Proposals to vary this MOU, including Schedule 1, along with the reason for the proposed variation, should be raised with the SRO.
- 11.2 Any variation to the main body of this MOU or Schedule 1 must be in writing and signed by the signatories to this MOU, or their delegates.

12. Term, termination and expiry

- 12.1 This MOU commences on the date it is last signed (and may be signed in counterparts).
- 12.2 This MOU may be terminated if a new MOU is signed or if the Parties agreed to terminate and not replace it.
- 12.3 Where this MOU is not otherwise terminated, it expires when the Covid-19 Public Health Response Act 2020 is repealed.

13. Funding

- 13.1 Each party will cover their respective costs associated with the arrangements described in this MOU.
- 13.2 Funding for the development of the System and for the provision of border support services, including initial operating costs, has been made through appropriations for Customs (Travellers Declaration System development) and MBIE (Border Support Services).
- 13.3 The Customs appropriation for development of the System also includes the provision of specialist health resources to maintain and make health rule changes in the health rules engine that aligns to health rules and border settings. MoH will invoice Customs directly to recover the mutually agreed costs of these.

14. Attachments

- Annex 1** System information flow
- Annex 2** Diagram of THDS (NZTD) Governance Structure
- Schedule 1** Operational Roles and Responsibilities
- Schedule 2** Description of Tranches One, Two and Three

SIGNATORIES

This Memorandum of Understanding in relation to the New Zealand Traveller Declaration System is

Signed for and on behalf of the **New Zealand Customs Service** by:



Date: 7/4/22

Christine Stevenson
Comptroller of Customs

Signed for and on behalf of the **Ministry of Health** by:

Date:

Dr Ashley Bloomfield
Director-General of Health

Signed for and on behalf of the **Ministry of Business, Innovation and Employment** by:

Date:

Carolyn Tremain
Chief Executive

Released under the Official Information Act 1982

SIGNATORIES

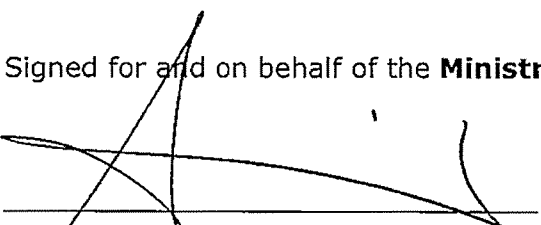
This Memorandum of Understanding in relation to the New Zealand Traveller Declaration System is

Signed for and on behalf of the **New Zealand Customs Service** by:

Christine Stevenson
Comptroller of Customs

Date:

Signed for and on behalf of the **Ministry of Health** by:



Dr Ashley Bloomfield
Director-General of Health

Date:

5/4/22

Signed for and on behalf of the **Ministry of Business, Innovation and Employment** by:

Carolyn Tremain
Chief Executive

Date:

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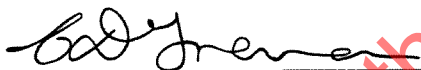
Date:

Signed for and on behalf of the **Ministry of Health** by:

Dr Ashley Bloomfield
Director-General of Health

Date:

Signed for and on behalf of the **Ministry of Business, Innovation and Employment** by:



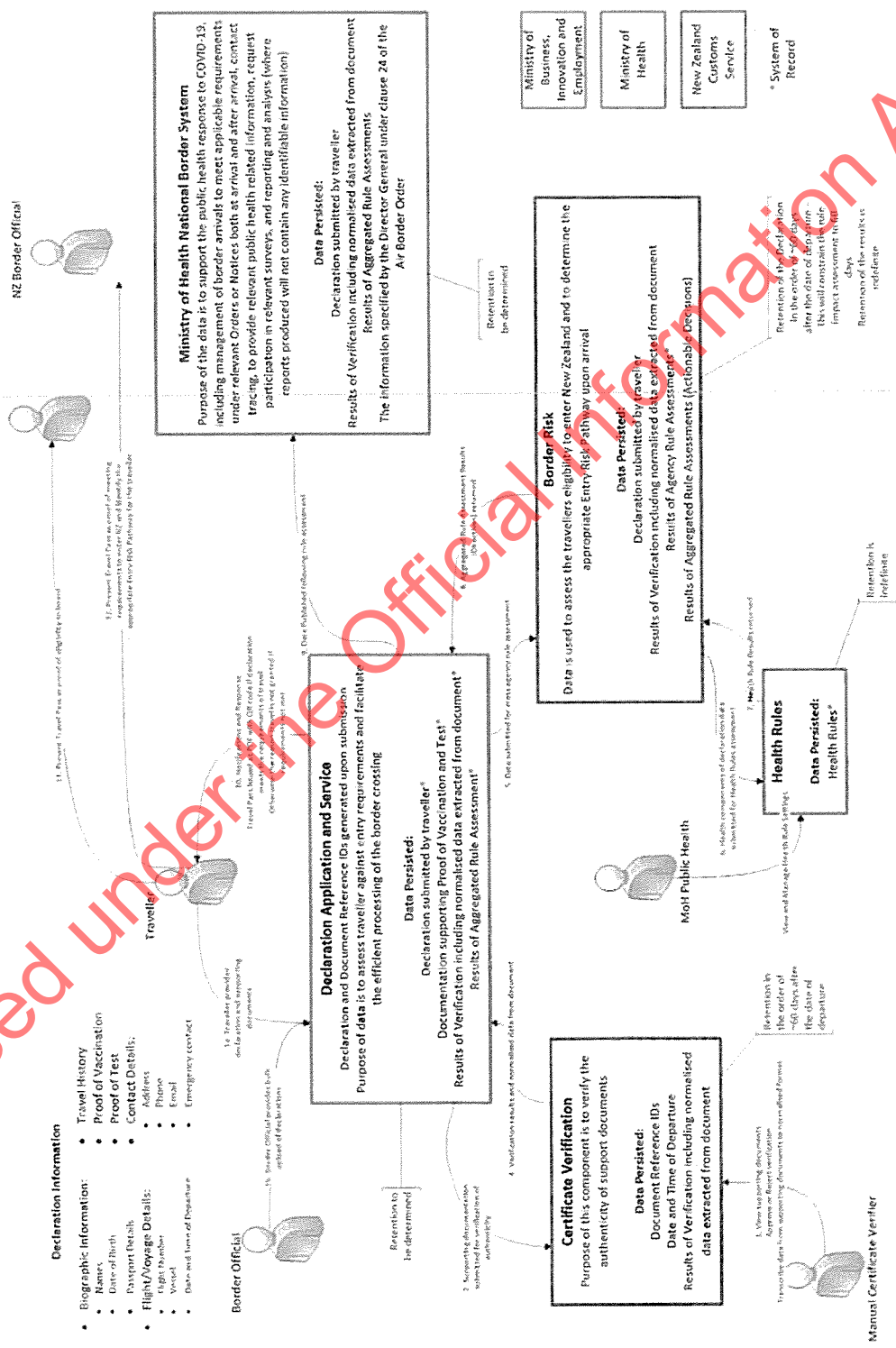
Carolyn Tremain
Chief Executive

Date: 6 April 2022

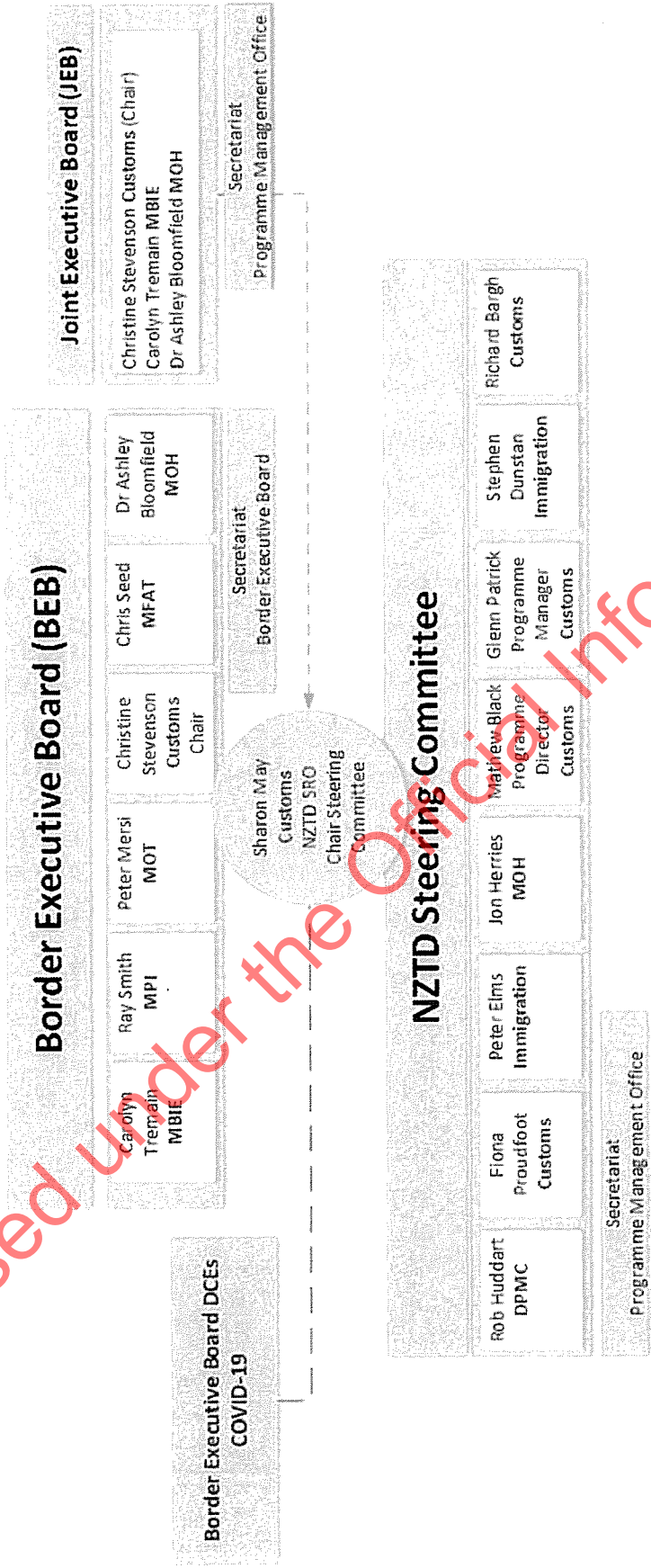
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Annex 1

New Zealand Traveller Declaration System – Information Flow – Tranche One



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Schedule 1

Operational Responsibilities

1.1 Under this MOU, Parties have the following operational responsibilities:

Lead	Role	Operational Responsibilities	Comment	Reference document	
Customs	Funding	Manage project funding out to 2023	Customs and MBIE have appropriated funding for the development and operation of the System	Administration and Use agreement	
	Legal and Privacy	Continue to facilitate policy, legal and privacy requirements		ABO Notices Privacy Impact Assessment	
	Enforcement	Enforce the requirement to hold a Traveller Pass on arrival at the border ²	Border officers have discretion on enforcement – serious issues such as fraud will be referred to the Police	Cabinet decision ABO Regulatory Impact Statement	
	Communications	Act as initial contact point for all media inquiries			NZTD Managing stakeholders, media and issues
		Correspondence, Reviews and Ministerial Servicing team acts as lead for all WPQs			NZTD Managing stakeholders, media and issues
		Escalate communications issues to MBIE leads			NZTD Managing stakeholders, media and issues
		Continuously monitor media, social media and community channels			NZTD Managing stakeholders, media and issues
		Provide updates to MBIE for website as required	A companion website managed by MBIE with information for travellers		

² Other relevant compliance and enforcement requirements and agency responsibilities, such as responding to fraudulent documentation, will follow existing processes, including referral to other agencies where appropriate.

Lead	Role	Operational Responsibilities	Comment	Reference document
			including how to use the System	
	Operating technology	Operate and manage the Border Risk System, including ensuring its ongoing availability		
		Operate and manage the Certificate Verification System and Verification Service Team, including ensuring its ongoing availability	Where certificates can be automatically verified this is done by the Certificate Verification System. Other certificates are manually checked for compliance by the Verification Service Team	
		Operate and manage the Health Rules System, including ensuring its ongoing availability		
		IT outages/spamming/wrong settings - needing change - Incident Management Team/process response	Processes are being put in place by the technology team and will be an ongoing Customs responsibility	
	Verification	Sighting documentation, with system verification of some documentation as proof of vaccination and proof of PDT		
	Exemptions	Verification of exemption from being vaccinated or having a PDT, and verification of claim to be exempt from making a declaration	Operational processes will be required to ensure exemptions are able to be verified at the border	
	Review of decisions	Responding to traveller requests to review decisions made by the System. This is done by the Decision Review Team	Operational processes will be required to outline processes to follow to request a review, the review process and when and how the	Operational policy document (once available)

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Lead	Role	Operational Responsibilities	Comment	Reference document
			<p>outcome will be communicated</p> <p>The encouraged process for people who want a review is:</p> <ol style="list-style-type: none"> 1. Self-resolution through website 2. NZTD contact centre or check-in counter 3. Decision Review team 	
	Complaints	<p>Receiving and triaging all complaints and enquiries that cannot be resolved by the person receiving them, and either responding or referring them to the appropriate Party. This will be done by the Correspondence, Reviews and Ministerial Servicing team</p>	<p>The encouraged process for people who have complaints is:</p> <ol style="list-style-type: none"> 1. Self-resolution through website 2. Where a party receives a complaint or inquiry they will be advised to go to Customs website 3. Refer to complaints process on Customs website or National Contact Centre (0800 4 CUSTOMS) 	Customs' standard complaints procedures
MoH	Health criteria	<p>Informing System developers when COVID-19 Provisions have been amended, requiring a change in the System</p> <p>Retain oversight of changing requirements for vaccinations, tests and isolation</p>		ABO and notices made by the Director-General of Health

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Lead	Role	Operational Responsibilities	Comment	Reference document
	Legislation	Engage with Parliamentary Council Office (PCO) and Ministers for drafting ABO amendments		
	Exemptions	Ministerial or Director General of Health Exemptions to making a declaration	On request, MoH will share Ministerial or Director-General of Health exemptions with Customs if required to support the processing of a declaration.	Exemptions policy as set out in the Cabinet paper Notices made by the Minister or the Director-General of Health under the ABO
	Management of the National Border Solution (NBS)	Operate and manage the NBS application for the public health response to COVID-19, including management of border arrivals to meet applicable requirements under relevant Orders or Notices both at arrival and after arrival	Information specified by the Director-General under cl 24 of the ABO will be supplied to the NBS by the Declaration App.	ABO Notice
MBIE (INZ)	Web-portal and forms	Operate and manage Traveller-facing Declaration User Interfaces, including ensuring their ongoing availability		
	Contact Centre	Operate and manage Contact Centre Review service delivery requirements after first three months	An MBIE (INZ)-managed contact centre to provide information to travellers and trouble-shoot issues but without decision-making functions and does not submit declarations on behalf of travellers	
	Third parties	Managing contract with Contact Centre, via a Service Level Agreement (SLA) Advise other parties of relevant changes to SLA	A third-party service provider, managed by MBIE (INZ), to provide out of hours contact centre	

Lead	Role	Operational Responsibilities	Comment	Reference document
		Review service delivery requirements after first three months	support and support to manage surge calls to MBIE (INZ)'s own contact centre, during busy periods	
		Managing contract with VFS Global, who operate the VAC fee-for-service channel	Travellers can pay a fee to have the VAC fee-for-service channel submit their declaration on the traveller's behalf	
	MIAS	Manage interaction between the System and MIAS		
	Website	Operate and manage public facing website, including making updates requested by Customs	A companion website managed by MBIE with information for travellers including how to use the System	
	APP	Manage APP process	MBIE (INZ) has introduced new health messages to transmit to airlines alongside immigration boarding messages	
All		Guidance/support to staff/travellers – degree of information to know in advance which pathway	There is a process on the companion website for traveller to test their eligibility	
	Privacy Act and OIA requests	Each agency is responsible for handling requests for information it holds	Agencies have their own processes for managing these requests	

Schedule 2

Descriptions of the Tranches

Tranche One includes the Declaration Application and Service, supported by manual processes, which enables passengers to submit information before they check in at the airport. The System can automatically assess a traveller's information against specified health criteria, and identify a traveller's entry pathway (subject to confirmation on arrival). Some vaccination certificates are able to be automatically verified. Eligible travellers receive a traveller pass to present at check-in and at the border; ineligible travellers are advised why a Traveller Pass has not been issued. Arriving travellers will be required to hold a Traveller Pass issued by the System from 31 March 2022.

Tranche One also includes two other types of passes, for travellers who comply with the COVID-19 Provisions but have issues either accessing the Declaration Application and Service, or uploading documents. The two other traveller passes are an electronic pass with an indication documents are to be checked at check in and on arrival, and a paper form. It is anticipated use of these two passes will decrease after a transitional period following the System's introduction, although the paper form will remain available longer-term for travellers without internet access and for business continuity.

It is anticipated that **Tranche Two**, which is being delivered between June 2022 and March 2023, will provide additional functionality such as integration with APP and airline systems, and a Mobile Application. It will also be made available to travellers arriving by sea.

It is currently intended that **Tranche Three** will deliver a digital arrival card that will combine the declaration and Traveller Pass with the existing Passenger Arrival Card and Aircrew Declaration. This will involve additional Parties. A new information sharing agreement will also be required. It is expected that Tranche Three will be delivered between November 2022 and June 2023.



**MINISTRY OF SOCIAL
DEVELOPMENT**
TE MANATŪ WHAKAHIATO ORA



**Operational protocol to support the
Arrivals/Departures Approved Information Sharing
Agreement**

Between

**Ministry of Social Development, Te Manatū
Whakahiato Ora**

and

**New Zealand Customs Service, Te Mana Arai o
Aotearoa**

To allow MSD to verify entitlements to benefits, to help to prevent MSD clients from incurring debt, and to recover debts owed

May 2019

SIGNATORIES

Signed for and on behalf of Ministry of Social Development/Te Manatū Whakahiato Ora


.....
Viv Rickard
DCE Service Delivery

Date 16/05/19

Signed for and on behalf of The New Zealand Customs Service/Te Mana Arai o Aotearoa


.....
Mat Black
Acting Chief Information Officer

Date 14/5/2019

Released under the Official Information Act 1982

1 Parties

- 1.1 The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry for Social Development (“MSD”).

MSD is the Lead Agency.

AND

- 1.2 The Sovereign in right of New Zealand acting by and through the Comptroller of Customs (“Customs”).

2 Background

The “Arrivals/Departures” AISA

- 2.1 Since 1992, Customs and MSD have shared information about people who are leaving or arriving in New Zealand, so that MSD can identify which of those people are its clients, and verify their entitlement to benefits. Until recently, this information sharing took the form of an authorised information match under part 10 of the Privacy Act (known as the “Arrivals/Departures match”).
- 2.2 From 20 May 2019, by Order in Council, the information sharing now occurs under an Approved Information Sharing Agreement (“AISA”) between the Parties. The Arrivals/Departures AISA supersedes previous information matching agreements.
- 2.3 The AISA requires the Parties to develop an Operational Protocol (“protocol”) to set out the operational and technical details of the information sharing process. This document is the result.
- 2.4 This protocol largely mirrors the earlier Information Matching Agreement (dated 15 July 1993, and varied on 6 December 2013). The only material change is that MSD no longer has to notify the client and wait for their response before it suspends most payments (“notice of adverse action”). MSD is now permitted to suspend those payments as soon as eligibility expires, as long as it informs the client what it has done and corrects any error promptly. Immediate suspension prevents clients from incurring a debt that they have to repay on their return to New Zealand.
- 2.5 Recipients of New Zealand Superannuation, Veterans Pension and Student Allowances must still receive a notice of adverse action before those core benefits are suspended. However, MSD may immediately suspend any supplementary payment that they receive (for example Winter Energy Payment) without prior notice.

3 Interpretation

3.1 In this document, unless the context otherwise requires:

“AIMOS”	means the Automated Information Matching Operating System: a case management tool that assists MSD to process and report on its information matching programmes.
“AISA”	means the Approved Information Sharing Agreement between Customs and MSD, developed under part 9A of the Privacy Act and brought in to force by Order in Council from 20 May 2019.
“Beneficiary”	means a person who has been granted a benefit, including a recipient of New Zealand Superannuation, Veterans Pension or Student Allowance.
“Benefit”	has the meaning given to that term in Schedule 2 of the Social Security Act 2018, and includes – (a) a lump sum payable under section 90 of that Act (b) any special assistance payable under a programme approved under section 101 of that Act (c) a Student Allowance
“Client”	means an applicant for or recipient of a benefit.
“CusMod”	means the New Zealand Customs Service’s core business IT system.
“CusMod information”	means passenger records held on CusMod.
“Departure/arrival information”	means personal information supplied by Customs to MSD as permitted by the AISA and set out in clause 2 of Schedule 1 of this protocol. Note that this definition differs from the definition of “arrival/departure information” in the Customs and Excise Act 2018.
“Expiry of eligibility”	means expiry of eligibility because the client is not in New Zealand.
“IAP”	means the Information Analysis Platform that holds replicas of the data from core MSD application systems.
“IIC”	means the MSD Integrity Intervention Centre.
“IIO”	means Integrity Intervention Officer.
“Match”	means an individual client’s information held by MSD corresponding with information supplied by Customs about potentially the same person; and “Matches”, “Matching” and “Matched” have corresponding meanings.
“Lead agency”	means the public sector agency that is designated in the AISA and Order in Council as the lead agency. MSD is the lead agency for this agreement.

“Normal Business Hours” means between the hours of 8.30am and 5.00pm any day of the week other than Saturday, Sunday or a public holiday generally observed in Wellington.

“Notice of Adverse Action” means a written notification to the client about action that MSD intends to take as a result of the match, which provides a period for response before the action occurs.

“Protocol” means this document, including its schedules.

“WASP” means the Warrant Absence Suspend Processing System: a case management tool that assists MSD to process and report on its information matching programmes.

4 Purpose of the protocol

4.1 The purpose of this protocol is to set out the operational and technical details of the information sharing process permitted under the AISA. In particular, it:

- (a) revokes and replaces the Arrivals/Departures Information Matching Agreement between MSD and Customs of 15 July 2013, as amended on 6 December 2013;
- (b) defines the terms and conditions under which the Parties exchange information in accordance with the AISA;
- (c) records the legal basis for the information flow and the safeguards that will apply to protect the privacy and security of the information;
- (d) details the process for reviewing, terminating or varying the protocol;
- (e) details the reporting requirements that apply to the information sharing permitted under the AISA.

4.2 The protocol also sets out when and how MSD may directly access CusMod in accordance with the authority in section 314 of the Customs and Excise Act 2018.

5 Structure of the protocol

5.1 The main body of this protocol sets out the general clauses that apply to the relationship between the Parties.

5.2 Schedule 1 sets out:

- (a) the process for sharing the information on a daily basis
- (b) the safeguards that apply to protect the privacy of the people concerned, and
- (c) the reporting requirements.

5.3 Schedule 2 sets out the process for MSD to request and access further information from Customs if required (as authorised under section 314 of the Customs and Excise Act 2018).

5.4 Schedule 3 sets out the operating costs that apply to this information sharing arrangement.

6 Effect and order of precedence

6.1 This protocol has been developed under clause 10 of the AISA. It governs how the information sharing that is permitted by the AISA will occur in practice. The Parties are required to comply with it.

6.2 If there is a discrepancy between what the AISA permits and the terms of this protocol (including its Schedules), it is the terms of the AISA that prevail.

7 Term and termination

- 7.1 This protocol commences on the date it is signed by both Parties and continues in effect until it is suspended or terminated.
- 7.2 The information sharing described in the AISA and the protocol may be suspended or terminated at any time by either Party by giving 3 months written notice to the other Party.
- 7.3 The obligations in the protocol concerning security, use, retention and destruction of information will remain in force despite any suspension or termination.

8 Review and variance

- 8.1 A Party may request a review of the protocol at any time.
- 8.2 However, the Parties agree to complete a review of the information sharing, including this protocol, prior to 20 May 2021.
- 8.3 Any Party may propose a variation to the protocol, by giving reasonable notice to the other Party and providing reasons for the variation.
- 8.4 The protocol may be varied in writing, and duly signed by the delegated representatives of Chief Executive of MSD and the Comptroller of Customs.
- 8.5 MSD will inform the Privacy Commissioner of any variation to the protocol and ensure that the Privacy Commissioner has an updated copy of it.

9 Legal Authority and Application of the Privacy Act 1993

- 9.1 The legal authority enabling the sharing of information described in the protocol is the Arrivals/Departures AISA, as brought into force by Order in Council on 20 May 2019.
- 9.2 The AISA provides a limited exemption from information privacy principles 2, 10 and 11. It allows Customs to disclose personal information, and allows MSD to collect and use that information in accordance with the AISA.
- 9.3 Except to the extent permitted by the AISA or by legislation, the Privacy Act applies as normal.
- 9.4 The AISA also does not alter any other rights or obligations that clients or the Parties may have under other legislation. For instance, nothing in this information sharing arrangement changes the requirements of the Social Security Act 2018 that determine a person's eligibility for a benefit.

10 Management of the Relationship and Primary Contacts

- 10.1 Each Party will nominate a relationship manager to act as that Party's representative for managing the relationship between the Parties, and other high-level issues.
- 10.2 The relationship managers will be responsible for:
 - (a) establishing and maintaining communication and understanding between the two

Parties; and

- (b) providing assistance in resolving any disputes between the Parties.
- 10.3 In addition to nominating relationship managers, each Party will nominate a primary contact in each Schedule as signatory to that schedule. The primary contact will act as the first point of contact in all matters relating to the work covered by that Schedule.
- 10.4 Primary contacts will be responsible for:
- (a) coordinating the supply and delivery of data (or direct access to data) and supporting material;
 - (b) notifying the other Party of policy and systems changes at an operational level that may affect the supply or use of, or access to, the data;
 - (c) discussing and resolving, in the first instance, any data quality issues;
 - (d) agreeing changes relating to the content and format of the data supplied and arrangements pertaining to supply, use and access;
 - (e) consulting with the Party's legal advisers or other relevant specialist advisers to ensure that any proposed changes are consistent with the legal authority under which this information sharing is conducted;
 - (f) taking all reasonable steps to ensure that the obligations recorded in this protocol are observed, and notifying the other Party if any problems become apparent;
 - (g) contacting the other Party and co-ordinating any response if a privacy breach occurs.
- 10.5 The Parties agree to advise each other in writing of any change of relationship managers or primary contacts.

11 Costs

- 11.1 MSD will pay Customs the operating costs set out in Schedule 3 of the protocol.
- 11.2 If Customs wishes to change the operating costs, it will give MSD at least one month's written notice of what it proposes to charge and the reasons for the change.
- 11.3 Any change under clause 11.2 will not take effect until the Parties agree, but MSD will not unreasonably withhold its agreement.

12 Dispute resolution

- 12.1 If any dispute or difference arises between the Parties about the interpretation, application or need for variation of this protocol, the Parties will negotiate in good faith with a view to resolving that dispute or difference as quickly as possible.
- 12.2 In the first instance, the relevant primary contacts will work together to identify the reasons for disagreement and what can be done to achieve agreement.
- 12.3 If agreement cannot be reached, the issue will be escalated within 28 days to the relationship managers, who will be asked to make judgements necessary to resolve the issue.
- 12.4 If resolution is still not possible, the matter will be referred to the Chief Executive of MSD and the Comptroller of Customs, or their delegated representatives, in order to resolve the dispute.

13 Public comment

- 13.1 The Parties agree that they will each:
- a) consult the other Party prior to making any public comment about the Arrivals/Departures information sharing arrangement, or prior to publicly disclosing any information about the arrangement; and
 - b) wherever it is practicable and legal to do so, obtain the agreement of the other Party to that comment or disclosure (including on the form and content of the comment or information to be disclosed).
- 13.2 However, clause 13.1 does not obstruct or limit any legal obligations to release information, including obligations arising under the Official Information Act 1982 or obligations to provide individuals with access to information about themselves under principle 6 of the Privacy Act 1993.

14 No assignment or subcontracting

- 14.1 Neither Party may assign, transfer, subcontract or otherwise dispose of all or any part of the processes described in this protocol without the prior written agreement of the other Party.
- 14.2 The Parties must ensure that any assignment or subcontracting of all or any part of the processes described in this protocol will continue to comply with all legal requirements, including the provisions of the AISA, and with the terms of this protocol.
- 14.3 It must be a condition of any agreement under clause 14.1 that the assignee or contractor must be obliged by a term in the relevant contract for services to apply no less a standard of care, conduct and confidentiality in relation to the information to which this agreement relates as any employee of the Party would be required to observe.

Schedule 1

Process for daily information sharing, safeguards for privacy, and reporting

1 Permitted purposes of information sharing

1.1 The Parties agree that personal information will only be shared and used for the purposes permitted by the AISA. These purposes are:

- (a) to verify the entitlement or eligibility of any client travelling overseas to receive a benefit;
- (b) to verify the amount of any benefit that –
 - (i) a client travelling overseas is entitled or eligible to receive; or
 - (ii) a client who has travelled overseas was entitled or eligible to receive;
- (c) to avoid the overpayment of benefits and debts to the Crown being incurred by clients travelling overseas; or
- (d) enabling the recovery of any debt due to the Crown in respect of any benefit.

2 What information can be shared?

2.1 The information ("Departures/Arrivals information") that can be shared between the Parties is set out below.

2.2 Included in the file to be transferred are 1 batch header, 1 batch footer and multiple movement records.

Batch Header

Fields	Expected Content Format	Details
Source	Char	NZCS
Destination	Char	MSD
Message Date	Date Time	
Message ID	Number	Identifier for the message
File ID	Char	Name of the file, start and end date and times of the week period that the file includes data for
Information Type	Char	PAX MOVEMENT
Security classification	Char	IN CONFIDENCE
Period Covered From	Date Time	Records equal to and later than this date/time are included
Period Covered To	Date Time	Records up to but not including this date/time are included
Expected Transactions Count	Number	Expected count of transactions in this file

Batch footer

Fields	Expected Content Format	Details
Transaction count	Number	Number of transactions supplied in the file (Expected Transactions Count = Transaction Count + Error Count)
Error count	Number	Number of transactions not included in the file due to errors.

Movement records

Header Fields	Expected Content Format	Details
Pax Movement ID	Number	Unique identifier for the Pax Movement
Create Date Time	Date Time	Date time that the Pax Movement was created for
Sent Date Time	Date Time	Date time this message is sent
Record Type	Char	Type of Pax Movement by relating to when it has been processed. A, R and F are create, C is removed
Travel Document Fields	Expected Content Format	Details
Travel Document No	Char	Passport or identity card
Citizenship (from travel document)	Char	Valid value from country code table
Person Fields	Expected Content Format	Details
DOB	Date	Date of birth of the passport holder
Gender	Char	U, -, X (all Unknown), M, F
Holder Endorses Flag	Char	Holder indicator (H=holder, E = Endorsee)
Name Fields	Expected Content Format	Details
Family	Char	Family name of the passport holder
Given Names	Char	All the given names of the passport holder
Flight fields	Expected Content Format	Details
Flight No.	Char	Number of the flight or name of ship
Actual Date Time	Date Time	In local time
NZ Port	Char	The port at which the person left or entered NZ
Direction	Char	Direction of travel (A = Arrival, D = Departure)

3 Frequency of supply of information

- 3.1 At 04.00am every day (from Monday to Sunday inclusive), Customs will collate a daily file relating to the period up to and including 03.25am and make that information available to MSD in accordance with this protocol. This file is to include all Departures/Arrivals information recorded since the previous daily file was sent to MSD.
- 3.2 Routine transfers under clause 3.1 will number no more than 366 in any twelve month period.
- 3.3 In addition to the routine transfers under clause 3.1, MSD may also request information from Customs on an ad hoc basis.
- 3.4 When responding to ad hoc requests, Customs is to include all Departures/Arrivals information recorded over a period that is agreed by the Parties.
- 3.5 Ad hoc requests under clause 3.3 are not to exceed 6 in any 12 month period.
- 3.6 If information in either a routine or ad hoc file is corrupted or unusable, that file will not count towards the permitted numbers of requests.

4 Transfer of information to MSD and file validation

- 4.1 Customs will transfer the daily file of Departures/Arrivals information to the Customs SFTP internet facing server using the SFTP protocol and in line with standards required by the current version of the New Zealand Information Security Manual (NZSIM).
- 4.2 Use the SFTP protocol (over SSH v2) to ensure information is encrypted as it passes between the Customs and MSD networks.
- 4.3 MSD will use firewalls which limit network access to the SFTP servers to only authorised IT systems.
- 4.4 Customs will log into the MSD SFTP server via a SSH key.
- 4.5 MSD will ensure:
 - 4.5.1 user-level access control, meaning that users of the SFTP server should not be able to see data from other users
 - 4.5.2 asymmetric encryption-at-rest through use of the "GPG" software (compatible with PGP)
 - 4.5.3 access control lists on internal MSD file-shares where information is made available to business users
 - 4.5.4 access controls on destination systems where the information is made available to the business or consumed by IT systems (such as the IAP Data Warehouse)
- 4.6 At its discretion, Customs will undertake a manual quality assurance process on the Departures/Arrivals information prior to it being made available to MSD.
- 4.7 MSD will run a scheduled job (IAP-CUSTOMS-TRANSFER) every morning that will authenticate with the Customs website and look for the file to be processed.
- 4.8 After downloading and decrypting the daily file from the MSD SFTP server, MSD will operate a checking process to ensure that the Departures/Arrivals information is valid and complete.
- 4.9 MSD will immediately inform Customs of any Departure/Arrival information that is found

to be corrupted or otherwise unavailable or unusable, either at the time MSD receives it, or during later use as part of the matching process.

- 4.13 If Customs receives notice that information is corrupted or unusable, Customs will provide a substitute file with the requested information as soon as reasonably practicable.
- 4.14 After validation MSD will transfer the daily file via FTP to the IAP data warehouse system, to conduct the match process set out below in clause 5, for the purposes permitted by the AISA. Encryption level will be in line with NZISM standards.

5 Matching process

Information used for the match

- 5.1 On transfer of the Departures/Arrivals information to IAP, MSD will institute a match with MSD Active Client data.
- 5.2 Initial matching will be based on name and date of birth.
- 5.3 In some cases, unique identifiers may be used to verify travel movements. For example, if a client does not make contact after the initial letter is sent, IIC will use CusMod to confirm if the client has returned to NZ and from what date.

6 Identity confirmation process

- 6.1 MSD is required to take all reasonable steps to ensure that clients are accurately identified before suspending payments.
- 6.2 Positive matches range from exact singular matches (Level 1) to less accurate matches (down to Level 8).
- 6.3 All positive matches will be bulk loaded into IIC's two operational computer systems: AIMOS and WASP for verification and processing.
- 6.4 All main beneficiaries Level 1 matches are processed through WASP and will trigger an automatic suspension of payments upon expiry of eligibility and subsequent notification of clients. All other clients' (i.e. NZS, VP, 'Non-beneficiaries' etc) cases are created in AIMOS. In certain cases Supplementary Assistance can continue for 28 days once main benefit is suspended.
- 6.5 All other matches (Levels 2-8) will be loaded to AIMOS and manually verified before payments are suspended upon expiry of eligibility or before a notice of adverse action is sent.
- 6.6 The process for verifying matches may include:
- (a) checking against individual client files
 - (b) checking details in CusMod using the process set out in Schedule 2
 - (c) IIC may transfer individual positive Match data to other units in MSD for further verification and processing.

7 Notifying clients

Notice of adverse action for certain payments

- 7.1 Upon expiry of eligibility for New Zealand Superannuation, Veterans Pension or Student Allowance, MSD will write to the client to notify them:
- (a) that their eligibility expired on a particular date (with reasons to show why they are

- ineligible);
- (b) that their payment will be suspended on a specified date unless the client demonstrates that the information is incorrect and that they are still eligible for the payment. They need to inform MSD when they return to New Zealand so that their payments can be reinstated.
 - (c) that MSD may need to recover any payment made after eligibility expired;
 - (d) that they are entitled to ask for this decision to be reviewed, and who to contact if they wish it to be reviewed.
- 7.2 The notice will include the information received from Customs that suggests the client's eligibility has expired (including the date they left New Zealand).
- 7.3 MSD will send the notice to the client's postal address. Clients can also choose to have their letters either sent to their postal address, online in MyMSD or both. If a client has opted to receive their mail online only, a notice will not be sent to their home address.
- 7.4 The specified date for the client to respond must be no later than 10 working days after receiving the notice.
- 7.5 If the client has not contacted MSD by the specified date, or if the client contacts MSD but MSD is satisfied that the client's eligibility has expired, MSD may immediately suspend the payment once the specified date has elapsed.

Notification process for clients receiving all other payments

- 7.6 Upon expiry of eligibility for all payments other than those specified in clause 5.9, MSD may immediately suspend those payments, unless the client has made prior arrangements with MSD for continuation of their payments while they are overseas.
- 7.7 On the day that the payment is suspended, MSD will notify the client in writing:
- (a) that their eligibility expired on a particular date (with reasons to show why they are ineligible);
 - (b) that one or more named types of payment have been suspended;
 - (c) that MSD may need to recover any payment made after eligibility expired;
 - (d) that they are entitled to ask for this decision to be reviewed, and who to contact if they wish it to be reviewed.
- 7.8 The notice will include the information received from Customs that suggests the client's eligibility has expired (including the date they left New Zealand).
- 7.9 MSD will send the notice to the client's postal address. Clients can also choose to have their letters either sent to their postal address, online in MyMSD, or both. If a client has opted to receive their mail online only, a notice will not be sent to their home address.

8 Security of Information

- 8.1 The format, transfer, storage and processing of information under this protocol must conform to any currently applicable New Zealand government standards for information security.
- 8.2 If the specifications in this protocol (for instance relating to acceptable encryption levels) are updated in those government standards, the Parties agree to adjust the requirements that apply to this information sharing as soon as reasonably practicable, and to update the protocol accordingly.

Security during transfer of information

- 8.3 Unless otherwise stated in the standards referred to in clause 8.1, the file will be extracted from CusMod and made available to MSD in XML format, which conforms to the e-Gif XNAL standard and PGP encrypted. See clause 4 for other security controls.
- 8.4 If online transfer is not possible, the backup method of transfer will be a password-protected IronKey.

Security of information at rest

- 8.5 MSD will ensure that all Departure/Arrival information received from Customs and all match information (including backup copies) is stored and used in a way that does not expose it to unauthorised use or disclosure.

Security during or after a disaster

- 8.6 In the event of any disaster the Parties will co-operate and will take all reasonable steps to ensure the security and/or recovery of the information affected during the force majeure.

Role-based access and training

- 8.7 Customs will ensure that only a small number of authorised MSD users can access the Departure/Arrival files from the website within the Customs network.
- 8.8 MSD will ensure that only authorised users can access the Departures/Arrivals information within IAP, IIC or other relevant areas of its information systems. Those users must have a legitimate need to access the information for their roles, and for the purposes permitted under the AISA.
- 8.9 Each party will ensure that authorised staff are appropriately trained, and that they understand their obligations to maintain the confidentiality of the information and to use it only for purposes permitted under the AISA.

9 Accuracy and completeness of information

- 9.1 Customs will check the Departures/Arrivals information to ensure that it is accurate, complete and up to date. This includes:
- (a) checking information at the time it is entered into CusMod;
 - (b) checking entries where there are potential discrepancies;
 - (c) checking a random sample of entries in the daily file.
- 9.2 Customs will ensure that the file that it makes available to MSD contains only the personal information that it is legally permitted to share with MSD under the AISA.
- 9.3 Both Parties will undertake quality checks on information to be used for the purposes permitted by the AISA, which may include a manual check on a sample extract of Departures/Arrivals information.
- 9.4 If MSD suspends a benefit in error on the basis of information shared under the AISA, MSD will ensure that the error is corrected and any applicable repayment is made to the client as soon as reasonably practicable.

10 Retention and destruction of information

Retention of information where a match is found

- 10.1 In the event of an identified match, MSD will destroy the information not later than 60 working days after it becomes aware of the match, unless, before that period expires, MSD has considered the information and made a decision to:
- a) suspend one or more payments that the client receives when or if their eligibility expires; or
 - b) take another form of adverse action against the client.
- 10.2 Any adverse action commenced by MSD in accordance with the AISA will be commenced no later than 12 months from the dates on which the information was received or derived by MSD.

Retention of information where there is no match found

- 10.3 If there is no positive match against Active Client file, MSD will securely destroy the information that it received from Customs asap.

No new databank

- 10.5 The Parties will not permit the information used in this programme to be linked or merged in such a way that it creates a new separate permanent register or databank of information about all or any of the individuals whose information has been subject to the programme.
- 10.6 However, for purposes of audit and verification, MSD may maintain a database of individuals who have been the subject of a match for up to 2.5 years after the date of the match, at which time their information will be purged. Any such information will only be available to MSD systems administration and IT staff.

11 Incident notification

- 11.1 Each Party will notify the other immediately if it becomes aware of any circumstances, incidents or events that have or may have compromised the security of the information that it collects or shares in accordance with the Arrivals/Departures AISA or with this protocol, or the privacy of individuals to whom that information relates.
- 11.2 In the event of a security or privacy breach, MSD, as the Lead Agency under the AISA, is primarily responsible for complying with any legal obligations in relation to breach notification.
- 11.3 However, the Parties agree to co-operate with one another and to provide all reasonable support to ensure that the breach can be accurately and promptly investigated, mitigated, and notified, and to ensure that any subsequent changes of process or procedure for the information sharing are appropriately implemented.

12 Access and correction requests

- 12.1 Each Party will be responsible for responding to requests to access or correct Departures/Arrivals information as appropriate in the circumstances, in accordance with information privacy principles 6 and 7.
- 12.2 The Parties will provide reasonable assistance to clients who wish to make an access or correction request, for example by transferring the request to the other Party if it is more appropriate that that Party responds to it, or by informing the other Party that the information has been corrected, or the client has provided a statement of correction.

13 Reporting

13.1 MSD is responsible for reporting on the operation of the information sharing permitted by the AISA:

- at intervals required by the Privacy Commissioner under section 96U of the Privacy Act 1993
- and about the matters required by the Privacy Commissioner under section 96T of the Privacy Act 1993 (selected from the list in clause 9 of the Privacy Regulations 1993).

13.2 MSD must establish and maintain a system that enables the required reporting to occur.

13.3 MSD must include any report in its Annual Report under the Public Finance Act 1989 and in accordance with sections 96S to 96U of the Privacy Act.

Released under the Official Information Act 1982

Schedule 2

Online enquiry access to CusMod

1. Purpose

This Schedule defines the terms and conditions under which MSD employees may directly access Departures/Arrivals information in CusMod for the purposes of the AISA and this protocol, and in accordance with section 314 of the Customs and Excise Act 2018.

2 Relevance, timeliness, completeness and integrity of information

2.1 Relevance

- 2.1.1 An IIO will only access information on CusMod for the purposes permitted under the AISA and this protocol.
- 2.1.2 CusMod will only be used if there is a positive match and if the match has been through the screening process described in Schedule 1, but that screening process has been unable to accurately determine:
- (a) the identity of the client; or
 - (b) whether the client is in New Zealand; or
 - (c) whether the client continues to be eligible for one or more benefits.
- 2.1.3 Before accessing CusMod, MSD must believe on reasonable grounds that the information held on CusMod is or may be capable of resolving one or more of the matters referred to in clause 2.1.2.

2.2 Timeliness and expected volumes

- 2.2.1 CusMod will be used on an "as required" basis by authorised IIOs within the IIC.
- 2.2.2 Information is entered into CusMod at the point of entry or departure from New Zealand. This means that information held in CusMod is real-time information.
- 2.2.3 The expected number of CusMod enquiries will be 1500 per week.
- 2.2.4 IIOs will only be allowed to access CusMod during normal business hours except in exceptional circumstances and with agreement with Customs.

2.3 Completeness and integrity

- 2.3.1 While Customs takes all reasonable steps to ensure that information is correct at the time of entry into CusMod, the fact that the information is real-time information means that there has not necessarily been an opportunity to check or correct it and it therefore cannot always be relied on.

3 Query technique

- 3.1 Records will initially be searched using name and date of birth information. In some cases, a passport number (where available) may be used to verify travel movements.
- 3.2 To support the search function, Customs will make a facility available to complete a soundex search simultaneously when a client name search is being completed. The soundex facility means that the system will search for all surnames with a similar sound and/or spelling when completing the search. This function will provide support in locating differently spelt versions of a person's name.
- 3.3 On entry of this search term, CusMod will display all persona and passport matches it finds to an interim window on a "passenger search" screen. The following information will be displayed:
- (a) Passport number, country of citizenship
 - (b) Given names, surname, date of birth
 - (c) Gender
 - (d) Passport status (holder or endorsement)
- 3.4 The IIO will use this information to determine whether there is a match with the active client information that MSD holds. The IIO will only continue to use CusMod where a match is established.
- 3.5 Once a match is established in CusMod, the client is selected and a request made to the system to display passenger travel movement information. This screen will display the following information:
- (a) Full name
 - (b) Date of birth
 - (c) Nationality
 - (d) Gender
 - (e) Passport number and country of citizenship
 - (f) Date and place of departure from New Zealand; destination; and all flight/craft details
 - (g) Date and place of arrival in New Zealand; point of departure to New Zealand; and flight/craft details.
- 3.6 Where a search has been successfully completed in CusMod, a printout will be obtained and attached to the client's file. The information obtained will remain on the file and may form part of the critical data to make a decision about eligibility for a benefit. It will be destroyed subject to any applicable destruction

protocols.

- 3.7 Where the search does not satisfactorily resolve the query, no data will be used in relation to a client or attached to the client's file.

4 Controls and security

4.1 Control of access to CusMod

- 4.1.1 Access to CusMod is controlled by Customs. MSD will nominate staff that they consider suitable to have access to CusMod. To gain access to CusMod, the IIO must complete an application and MSD must forward the application to Customs. Customs will complete the appropriate security checks for applicants and make a final decision on access rights.
- 4.1.2 IIOs will have read-only access. They must not be able to make any changes to information held in CusMod.
- 4.1.3 Each IIO who is authorised to access CusMod will be assigned a unique user logon and password, so that each staff member making enquiries can be uniquely identified.
- 4.1.4 No more than 50 IIOs will be authorised to access CusMod, unless MSD obtains the prior approval of Customs.
- 4.1.5 Access to CusMod will be secured via the transport protocol, user logon and permitted functions within the workflow management system. All network traffic must take place via a secure 128 SSL session (https) or in accordance with any updated government security standards – no access will be via any other protocol.
- 4.1.6 IIOs will only be allowed to access CusMod using an authorised MSD device and from within the recognised MSD network.

4.2 Security

- 4.2.1 Customs will:
- (a) be responsible for the security of CusMod information, including during its transmission to MSD
 - (b) maintain a register of IIOs who are authorised to access CusMod
 - (c) ensure that an IIO's access is removed once MSD advises Customs that the employee no longer requires access.
- 4.2.2 MSD will:
- (a) ensure the security of data that it holds during transmission to Customs
 - (b) ensure that IIOs are clear which CusMod files they are allowed to access and for what purposes

(c) advise Customs when an IIO no longer requires access to CusMod

(d) report any security breaches to Customs immediately

(e) validate the CusMod generated list of enquiries against its own records and resolve any variances.

5 Retention and destruction of information

- 5.1 MSD will destroy matched information that does not disclose a discrepancy as soon as practicable.
- 5.2 In the event of an identified match, MSD will destroy the information not later than 60 working days after it becomes aware of the match, unless, before that period expires, MSD has considered the information and made a decision to suspend or take action.
- 5.3 MSD will destroy matched information that reveals a discrepancy as soon as practicable after it is no longer needed for the purposes of taking adverse action.

6 Databank of previous queries

- 6.1 Neither Party will create a new databank of queries, or results of queries, made under this Schedule.

7 Audit process

- 7.1 Customs will complete an audit at least annually. The audit will be focused on ensuring that:
- (a) only approved personnel are using CusMod
 - (b) enquiries being made in CusMod are for permitted purposes
 - (c) no unauthorised disclosure of information is taking place.
- 7.2 Customs will ensure that an audit trail is available that will show which CusMod files have been accessed by IIOs. It will notify MSD of the results of audits that it undertakes.
- 7.3 MSD will:
- (a) co-operate with any Customs audits
 - (b) conduct its own random and full audit checks to ensure that CusMod enquiries made by an IIO are checked against the Customs report for any discrepancies
 - (c) make those audit checks available to Customs on request.

Schedule 3

Operating costs and contacts

1. Operating costs

- 1.1 \$1,000 per month (exclusive of GST). Customs will charge MSD per record sent.
- 1.2 The operating costs are payable monthly in arrears.
- 1.3 Customs will issue an invoice for the operating costs.

2. Contacts

- 2.1 The initial contact persons are as follows:
 - (i) MSD: Lead Advisor, Information Sharing.
 - (ii) Customs: Team Leader, Border Systems.
- 2.2 All notices and other communication between the Parties under this Agreement shall be sent to the contact persons specified above.
- 2.3 The contact persons set out above may be updated from time to time by notice to the other Party and the Privacy Commissioner.

Released under the Official Information Act 1982

Appendix 1

Match levels

Compared Data Items or Portions of Data Items	Match Level Number
Group 1	
MSD & Customs Surnames MSD & Customs First Names MSD & Customs Second Names MSD & Customs Date of Birth	1
Group 2	
MSD & Customs Surnames MSD & Customs First Names up to two letters out MSD & Customs Second Names MSD & Customs Date of Birth	2
MSD & Customs Surnames MSD & Customs First Names on soundex MSD & Customs Second Names MSD & Customs Date of Birth	3
MSD & Customs Surname MSD & Customs First Names MSD & Customs Date of Birth	4
MSD & Customs Surnames MSD & Customs First Names MSD & Customs Second Names MSD & Customs any two sections of the Date of Birth	5
MSD & Customs Surnames same first four letters, up to two letters out on rest of surname MSD & Customs First Names MSD & Customs Second Names MSD & Customs Date of Birth	6
MSD & Customs Surnames same first four letters, soundex on rest of surname MSD & Customs First Name MSD & Customs Second Names MSD & Customs Date of Birth	7
MSD & Customs Surnames MSD First Name & Customs Second Name MSD Second Name & Customs First Name MSD & Customs Date of Birth	8