

# Memorandum of Understanding

## Between parties involved in the Integrated Safety Response to Family Violence Christchurch Pilot

### Document Information

Prepared By:	National ISR Project Team on behalf of the ISR Pilot Christchurch Governance Group
Work Programme Name	Ministerial Group on Family Violence and Sexual Violence
Project Name	Integrated Safety Response to Family Violence Christchurch Pilot

Version	Issue Date	Changes
0.1	26.04.2016	
0.2	29.04.2016	Updates to Sections 1, 2 & 3 following feedback from National ISR Project Team
0.3	11.05.2016	Feedback incorporated from New Zealand Police Headquarters Legal Team
0.4	03.06.2016	Feedback incorporated from Corrections Legal, MSD Legal, CYF, ACC and Ministry of Health.
0.5	14.06.2016	Amendment to clause 16.12.2
0.6	17.06.2016	Te Pūtahitanga o Te Waipounamu and Tū Pono – Te Mana Kaha o Te Whānau added to the list of parties to this Memorandum

## **1. Parties**

- 1.1 The parties to this Memorandum of Understanding (memorandum) are:
- 1.1.1 The Canterbury Police District
  - 1.1.2 Child Youth and Family Southern Region
  - 1.1.3 Corrections Southern Regional Office
  - 1.1.4 Canterbury District Health Board
  - 1.1.5 Ministry of Social Development Southern Region
  - 1.1.6 Ministry of Education Canterbury Office
  - 1.1.7 Accident Compensation Corporation (ACC) represented by Southern Region
  - 1.1.8 Ministry of Justice Canterbury Region
  - 1.1.9 Te Rūnanga o Ngāi Tahu
  - 1.1.10 Te Runanga o Nga Maata Waka
  - 1.1.11 Te Pūtahitanga o Te Waipounamu, the Whānau Ora Commissioning Agency for the South Island
  - 1.1.12 Canterbury Family Violence Non-Government Organisations
- 1.2 Government parties will commit to this memorandum at a regional level.

## **2. Background**

- 2.1 Government is committed to improving the way New Zealand prevents, responds to and reduces family violence. A significant work programme is progressing to achieve this, overseen by the Ministerial Group<sup>1</sup> on Family Violence and Sexual Violence.
- 2.2 A key focus of the work programme is on creating a joined-up system, for prevention, early intervention, safety responses and long term support for families. To achieve this

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<sup>1</sup> Comprising the Ministers of: Justice (co-chair), Social Development (co-chair), Health, Police/Corrections, Education, Senior Citizens, Disability Issues, Māori Development, Women, the Community and Voluntary Sector, and the Accident Compensation Corporation.

integrated system, in an affordable way, for all of New Zealanders, government, service providers, and communities need to work together better.

- 2.3 On 13 April 2016, the Ministers of Justice, Social Development and Police/Corrections announced that a national pilot of an Integrated Safety Response (ISR) to Family Violence will take place in Christchurch. The one year pilot will commence on 1 July 2016.

### 3. The Integrated Safety Response model

- 3.1 The ISR is a new model for responding to family violence, replacing the Family Violence Interagency Response System (FVIARS). It is focused on risk assessment, family-focused safety planning and actions by a range of agencies, to ensure immediate safety for families and the prevention of further family violence.

- 3.2 To enable people from different sectors to effectively work together to respond to family violence, the ISR includes:

#### 3.2.1 Dedicated Staffing

- a. A local ISR Director that leads implementation of the model; provides strategic oversight of the ISR; and uses relationships, data and analytics to highlight and influence system-level issues.
- b. A Response Team comprising members from government and non-government organisations<sup>2</sup> who will attend daily Safety Assessment Meetings (SAM) for all reports of family violence in the Canterbury Policing District and for specific cases of prisoners being released who are identified as at high risk of perpetrating family violence.
- c. A local Coordinator and Administrator that manage and support daily operations and enable the Response Team<sup>3</sup> to focus on problem solving and actions to support family safety.
- d. A Perpetrator Advocate to attend relevant SAM and deal with a small caseload of perpetrators seeking outreach support who have not been able to access behaviour change services through existing funding arrangements.
- e. A Perpetrator Outreach service to work with perpetrators throughout the ISR process, and facilitate their access to behaviour change programmes or support as needed.
- f. An Intensive Case Management (ICM) group, comprising government and non-government organisations, to provide short term, specialist support to a weekly caseload of families identified from SAM of being at high risk of serious harm or death.
- g. Independent Victim Specialists that will lead the ICM process.

#### 3.2.2 Infrastructure

- a. There will be daily SAM to review each family violence case and develop family safety plans for each family.

<sup>2</sup> including Police, CYF, Corrections, Health, Maori Representation, and an NGO Coordinator

- b. A secure, electronic Case Management System (CMS) specifically developed for the ISR that records: episodes of family violence, the family safety plans, tracks progress and accountability, and records outcomes for families.
- c. Risk assessment guidance to support a consistent and evidence informed approach to assigning a risk Tier<sup>4</sup> to each case, and ensure responses are proportionate to the ongoing probability and level of harm of further family violence episodes.
- d. A joined up National and local Governance structure, represented in Appendix 1.
- e. Training for all members of the ISR to develop a shared understanding of family violence and to enable all participants to perform their functions with competence and confidence.

### 3.2.3 A New Operating Model

- a. A Response Team who will hold SAM at least five days per week, eventually including weekends.
- b. At every SAM, Response Team members will contribute information from their home agency, and combine this with their professional judgement to assess risk, and make decisions about the tasks required that will lead to safer outcomes for families, through the development of family safety plans. The family safety plan will include allocated tasks intended to ensure the safety of victims, address violent behaviour of perpetrators, and mitigate underlying risk factors, to prevent further violence.
- c. ICM support for families at highest risk of serious harm or death.
- d. Dedicated support for perpetrators.

### 3.2.4 A Strategic View

- a. Data collection and analysis that builds a measurable picture of regional capacity and capability. This strategic oversight will be used to identify improvements to local family violence systems and settings.

3.3 The ISR aims to achieve these long term outcomes:

- 3.3.1 Reduction in family violence
- 3.3.2 Reduction in serious harm
- 3.3.3 Reduced reoffending and revictimisation.

<sup>4</sup> Tier 1 (high risk), Tier 2 (medium risk) and Tier 3 (low risk).

#### **4. Purpose**

- 4.1 This memorandum has been developed collaboratively to formalise the expectations of the parties' involvement in the ISR Pilot in Christchurch (ISR Pilot).
- 4.2 The purpose of this memorandum is to facilitate the outcomes of the ISR Pilot by formalising a mutual commitment of each of the parties to the following sections:
- Section One – Relationship Principles
  - Section Two - Resourcing from each party
  - Section Three - Information Sharing, Disclosure and Privacy

#### **5. Guiding Principles**

- 5.1 The parties agree to be guided by the following principles of the ISR Pilot.
- 5.1.1 Putting families/whānau at the centre of the system.
- 5.1.2 Addressing the risk and full range of needs of a family through early identification and collective impact using evidence-based risk assessments to inform responses.
- 5.1.3 Changing the behaviours of those using violence is the most effective way to prevent family violence.
- 5.1.4 Timely and accurate information sharing that respects the privacy and dignity of family members.
- 5.1.5 Improving the collective understanding of family violence and having the right service at the right time.
- 5.1.6 Acknowledging and respecting the diverse cultures, communities and populations that are affected by family violence.

#### **6. Problem Resolution/Dispute Resolution**

- 6.1 All disputes and differences between the parties in relation to the interpretation or performance of this memorandum shall be settled in the first instance, at a local level by the Chair of the Christchurch Governance Group and in the second instance at the National Level by the ISR Sponsor<sup>5</sup>.
- 6.2 In doing so, the parties will follow the risk and issue escalation process outlined in clause 14.3.8.

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<sup>5</sup> Deputy Commissioner National Operations Mike Clement, New Zealand Police.

## **7. Financial Responsibilities**

- 7.1 Each party will bear the costs it incurs in relation to fulfilling their obligations to this memorandum.

## **8. Variations**

- 8.1 This memorandum is intended to be a dynamic document for the purposes of the ISR Pilot and may be modified by a written agreement duly signed by persons authorised on behalf of all the parties.

## **9. Memorandum not legally binding**

- 9.1 This memorandum is not legally binding and shall not impede on any existing legal frameworks each party works within.
- 9.2 Nothing in this memorandum shall make either party liable for the actions of the other, constitute any legal relationships between the parties, or affect the independence of the parties.

## **10. Review**

- 10.1 This memorandum shall be reviewed quarterly or at such other time as may be agreed by the parties.

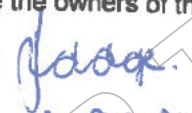
## **11. Term**


- 11.1 This memorandum will commence on the effective date, as stated in clause 13.1 and remain in force for period of the ISR pilot, which commences on 1 July 2016 and finishes on 30 June 2017.
- 11.2 Any party may exit this memorandum. Three months written notice must be given of the party's intention to exit from this memorandum.
- 11.3 Exiting of a party shall not release that party from any obligations under this memorandum that have already accrued by the date of termination.


### 12. Agreement

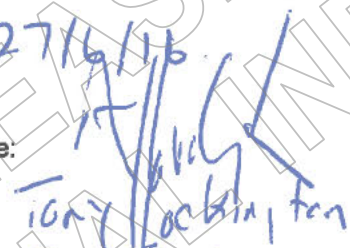
12.1 This agreement is signed by the following party representatives on behalf of their respective agencies. The party representatives are the owners of this memorandum.


Signature:   
Name: Superintendent John Price  
Position: District Commander  
Party: NZ Police  
Date: 27.6.2016.


Signature:   
Name: J. AUDRIDGE  
Position: Regional Commissioner  
Party: MSD  
Date: 27.6.2016.

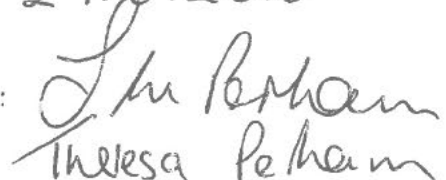
Signature:   
Name: ACC Emma Powell  
Position: Head of Injury Prevention Partnerships & Delivery  
Party:  
Date: 27/6/16

Signature:   
Name: Norm Pewes  
Position: Chief Executive Te Pūnanga o Ngā Mātāwai  
Chair, Te Rūtahitanga Wāhanga o Te Waipounamu (Whangarei)  
Party:  
Date: 27.6.2016

Signature:   
Name: Tony Lockington  
Position: Service Manager  
Party: ODRIB  
Date: 27.6.2016

Signature:   
Name: Coralame Child  
Position: Director of Education  
Party: Ministry of Education  
Date: 27.6.2016

Signature:   
Name: MAURA UNDERDOWN  
Position: RM CI MSD Southern  
Party: MSD  
Date: 27.6.2016.

Signature:   
Name: Theresa Peham  
Position: RO CYF Te Waipounamu  
Party: CYF  
Date: 27/6/16

**13. Effective Date**

13.1 This agreement is effective from 01/07/2016.

RELEASED UNDER THE  
OFFICIAL INFORMATION ACT



Signature: Ben Clark  
Name: BEN CLARK  
Position: REGIONAL COMMISSIONER,  
Party: CORRECTIONS SOUTHERN  
Date: 30/6/16

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Signature:   
Name: Rose Caranagh  
Position: Service Delivery Manager Canterbury  
Party: Ministry of Justice  
Date: 1/7/15

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## **14. Section One - Relationship Principles**

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- 14.1 The parties share a common interest in effectively addressing and reducing family violence in the Christchurch region.
- 14.2 This section sets out a formal commitment to relationship principles that are necessary for the parties to work effectively together.
- 14.3 The parties agree to:
- 14.3.1 Work under the principles of the Treaty of Waitangi.
  - 14.3.2 Consult with each other early and often to enable appropriate and collective decisions to be made.
  - 14.3.3 Communicate regularly in an open, honest and timely way, including responding to requests by other parties.
  - 14.3.4 Inform each other about any relevant work programmes, operational developments or new initiatives that may impact the ISR Pilot.
  - 14.3.5 Respect, acknowledge and utilise the perspectives, roles, responsibilities, and expertise of the other parties.
  - 14.3.6 Act in accordance with the agreed cross-agency communication protocols<sup>6</sup>, whereby:
    - a. media queries regarding the Work Programme of the Ministerial Group are referred to Ministry of Social Development
    - b. media queries related to ISR Pilot will be answered by Police (as the lead agency) after consultation with the Ministry of Justice and Ministry of Social Development, as the leads of the wider Ministerial work programmes, acknowledged (refer to clause 2.1)
    - c. each party manages its own internal communications, based on agreed key messages
    - d. communication messages and tactics are shared among the agencies in the interests of openness and transparency.
  - 14.3.7 Refrain from using the media as the forum to address any disagreements between the parties.
  - 14.3.8 Adhere to the risk and issue escalation process as per the Terms of Reference for the Christchurch Governance Group<sup>7</sup> whereby:
    - a. Any risks and issues<sup>8</sup> identified by one of the parties are raised in a timely manner with the ISR Pilot Director.

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<sup>6</sup> As stated within the Integrated Safety Response for Family Violence PILOT(s) Communications Plan; 3 March 2016; Version 12

<sup>7</sup> V 0.2; 16 April 2016; Paragraphs 19-22

<sup>8</sup> Any matters identified in the course of the ISR Pilot that compromise the safety of victims, the operating model, or the outcomes sought.

- b. The ISR Pilot Director will respond in a timely manner, with the overriding priority being victim safety.
- c. The ISR Pilot Director will seek appropriate support, guidance and direction from the parties, as they are represented in the Christchurch Governance Group.
- d. Where the intervention of the Christchurch Governance Group fails to resolve the issue or risk, the ISR Pilot Director and/or the Christchurch Governance Group will raise the issue or risk at the national level.
- e. If required, the ISR National Project Board (on behalf of the ISR Sponsor) will consider the circumstances of each issue or risk and provide advice and guidance for resolution.

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## **15. Section Two - Resourcing from each party**

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15.2 Adequate resourcing from each party is essential to the success of the ISR Pilot. This section sets out the resourcing expectations each party will commit to at various levels.

15.3 In doing so, each party will:

15.3.1 Have capacity to consistently participate in the meetings, including providing alternative representatives when necessary.

15.3.2 Have the right level of staff seniority and experience involved in the ISR Pilot.

15.3.3 Enable appropriate staff to attend induction and ongoing ISR Pilot training.

15.3.4 Provide professional support to staff involved in the ISR Pilot.

15.3.5 Be aware and supportive of the role and contribution of their agency to the ISR Pilot, including at managerial level.

### **15.4 Christchurch Governance Group**

15.4.1 The Christchurch Governance Group will meet bimonthly for the duration of the ISR Pilot, or as scheduled by the Chair of the Christchurch Governance Group.

15.4.2 The Christchurch Governance Group will adhere to their responsibilities as set out in the Terms of Reference for the Christchurch Governance Group<sup>9</sup>; this includes the establishment and resourcing of a local Operations Team.

15.4.3 The Operations Team will comprise practice managers and managers of the participants at the SAM table and will be responsible for identifying and responding to emergent operation matters of the ISR Pilot, including:

- a. Resource requirements
- b. Capability gaps
- c. Operational risks
- d. Predicted demand
- e. Overdue tasks
- f. Healthy and safety of staff involved.

### **15.5 Response Team**

15.5.1 The Response Team will hold SAM at least five days a week, eventually including weekends, when resource demand has been analysed.

15.5.2 The Response Team members will include, but not be limited to, representatives from Police, Corrections, Child Youth and Family, Canterbury District Health Board, and an NGO Co-ordinator.

15.5.3 Each party<sup>10</sup> will commit no less than 1.5 FTE<sup>11</sup> to the Response Team.

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<sup>9</sup> V 0.3 10 May 2016

- 15.5.4 For all police reports of family violence in the Canterbury Policing District, and specific cases of prisoners being released who are identified as at high risk of perpetrating family violence, the Response Team will be responsible for:
- a. Reviewing each case by scanning available information to analyse and assess risk Tier (refer to clause 3.2.2 c.), and respond accordingly, within an appropriate timeframe.
  - b. Developing a family safety plan (refer to clause 3.2.3 b.) for each family in the ISR. A Response Team member will be identified as a Lead for the implementation of each family safety plan.
  - c. Ensuring cases identified at high risk of serious harm or death from a family member are allocated an Independent Victim Specialist (refer to clause 3.2.1 g.)
- 15.5.5 At each SAM, Response Team members will:
- a. Provide relevant information from their home agency.
  - b. Use professional knowledge and a deep understanding of family violence dynamics to contribute to risk assessment.
  - c. Make decisions about actions for the safety of families and to prevent further violence.
  - d. Lead tasking within the family safety plans for designated families.

## 15.6 Intensive Case Management group

15.6.1 The Intensive Case Management (ICM) group (refer to clause 3.2.1 f.) will meet at least weekly.

15.6.2 The ICM group will comprise, but not be limited to, the members of the Response Team and representatives from the Ministry of Education and ACC.

15.6.3 The Independent Victim Specialist<sup>12</sup> (refer to clause 3.2.1 g.) will be responsible for:

- a. Making contact with new high risk victims referred from the SAM within one working day.
- b. Explaining the ICM process to the victim and taking a history from the victim.
- c. Developing strategies for safety with the victim, including tasks for team members that relate to all family members.
- d. Providing planning and navigation support for high risk victims and their families (but not providing those services).
- e. Inputting appropriate information in to the CMS (refer to clause 3.2.2 b.).
- f. Providing updates on progress of tasks, plans and outcomes at weekly ICM meetings.
- g. The ongoing effectiveness of safety measures for the family.
- h. The ongoing assessment of risk of serious harm or death.
- i. Making recommendations when cases can be transferred out of ICM process and what the next steps are for each family.

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<sup>10</sup> Police, Corrections, CYF, CDHB and NGO representative only.

<sup>11</sup> This resourcing requirement appreciates the commitment over the weekend and the need for back up provisions from each party to enable consistent representative at the SAM.

<sup>12</sup> A newly appointed role, representative of the Canterbury Family Violence non-government organisations

## **16. Section Three - Information Sharing, Disclosure and Privacy**

- 16.1 Robust and purposeful information sharing between agencies is essential to the success of the ISR Pilot. This section sets out agency commitments and agreed processes to support appropriate and effective information sharing and management. It also serves to protect against the unnecessary or illegitimate sharing of personal information.
- 16.2 The purpose of this section is to.
- 16.2.1 Ensure all personal information is disclosed, stored, and used in accordance with the Privacy Act 1993.
  - 16.2.2 Provide clarity about what information can be shared by the parties and what information can be recorded in the CMS (refer to clause 3.2.2 b.).
  - 16.2.3 Stipulate who can access information recorded in the CMS.
  - 16.2.4 Remove any perceived barriers to sharing information in for the legitimate purposes of the ISR Pilot as outlined under clause 16.3.
  - 16.2.5 Protect against the needless or illegitimate sharing of people's personal information.
  - 16.2.6 Establish good practice expectations in storing and handling of people's personal information.
- 16.3 Information is disclosed and recorded under this memorandum for the purposes of:
- 16.3.1 Keeping people safe and reducing the harm cause by family violence.
  - 16.3.2 Helping victims of family violence, including children, access and engage in therapeutic and support services that meet their needs.
  - 16.3.3 Helping perpetrators of family violence engage in therapeutic and other services that assist them understand, reduce and stop violent behaviours.
  - 16.3.4 Enabling parties to exercise their functions.
  - 16.3.5 Improving the parties' understanding of the family violence related services available in the community, and their capacity to meet the needs of families and communities impacted by family violence.
- 16.4 **Legislative framework for information disclosure**

All disclosure of information that occurs under this memorandum must adhere to the provisions of the Privacy Act 1993, The Child, Young Persons and their Families Act 1989, The Health Act 1956, The Health Information Privacy Code 1994, and the Domestic Violence Act 1995. This includes, but is not limited to, disclosure under any of the following provisions:

16.4.1 Personal information can be disclosed if an agency believes on reasonable grounds that doing so is necessary to prevent a serious threat to public health or public safety, or the life or health of an individual

16.4.2 Personal information can be disclosed if an agency believes on reasonable grounds that disclosure is for one of the purposes in connection with which the information was obtained or is directly related to the purposes in connection with which the information was obtained.

16.4.3 Personal information can be disclosed if an agency believes on reasonable grounds that it is necessary for any of the following purposes:

- a. avoidance of prejudice to the maintenance of the law by any public sector agency
- b. enforcement of a law imposing a pecuniary penalty
- c. protection of public revenue
- d. conduct of proceeding before any court or tribunal.

16.4.4 Personal information can be disclosed if the disclosure is authorised by the individual concerned, or in the cases of children, with the consent of parents or guardians.

16.4.5 The Child, Young Persons and their Families Act 1989 enables anyone to share information with a police officer or Child, Youth and Family social worker if it is shared because they are worried about the safety or wellbeing of children or young people.

16.4.6 The Health Act 1956 enables people's health information to be shared with Child, Youth and Family social workers, Police Officers or Probation Officers (but not with NGO's) if it is shared in order to enable these roles to undertake specific statutory duties.

16.4.7 No information will be shared under this memorandum if doing so would breach the Domestic Violence Act 1995, under which domestic violence service providers cannot share information about any statements or admissions made by service users unless doing so is permitted under certain exceptions, including but not limited to sharing in order to prevent a serious threat to public safety or to the safety of any person.

## 16.5 Training and professional development

The parties will make sure that staff with access to personal information under this memorandum receive appropriate training and guidelines for their compliance with this section.

## 16.6 Access to the CMS

16.6.1 Response Team and ICM group members will require an account in order to be able to access to the CMS.



- 16.6.2 Accounts will only be created with the approval of the ISR Pilot Director, or delegate.
- 16.6.3 Access to the CMS will only be granted to those who have a legitimate need to use the system in line with the purpose of the ISR Pilot, as determined by each party signatory or delegate.
- 16.6.4 The ISR Pilot Director will establish an appropriate process with each party signatory so that access to the system is discontinued for people who no longer have a legitimate need to access the system, such as when people change roles or resign from positions participating in the ISR Pilot.

**16.7 Use of the CMS**

Staff with access to the CMS will only use it to support the legitimate intent of the ISR Pilot as outlined in clause 3.1 of this memorandum, or for any other purpose under clause 16.3 of this section, and in accordance with clause 16.4 of this section.

**16.8 Personal information that may be recorded in the CMS**

- 16.8.1 The following identifying details and demographic information for people involved in episodes of family violence, or for anyone who has a role in a family safety plan developed through the ISR process:
  - a. Police PRN
  - b. Police NIA ID
  - c. CYRAS ID
  - d. First Name
  - e. Middle Name
  - f. Last Name
  - g. Phone 1
  - h. Phone 2
  - i. Physical Address
  - j. Postal address
  - k. Gender
  - l. Date of Birth
  - m. Date of Birth Estimated
  - n. Alternative Contact 1
  - o. Alternative Contact 2
  - p. Notes
  - q. Ethnicity
  - r. Gang Affiliations
  - s. Gang
  - t. Diagnosed Mental Health Condition
  - u. Confirmed Substance Misuse Issue
  - v. Confirmed Disability
  - w. Protection Order in Place
  - x. NHI number

- 16.8.2 Known addresses and contact details for people involved in episodes of family violence, or for anyone who has a role in a family safety plan developed through the ISR process.
- 16.8.3 The names, contact details, identifying details and demographic information of any people, subject to release from prison who have been referred to the ISR process by Corrections, or for anyone who has a role in a family safety plan developed as a consequence of this referral.
- 16.8.4 The names, contact details, identifying details and demographic information of any children of, or children in the care of
  - a. people involved in incidents of family violence which have been referred to the ISR process
  - b. people subject to release from prison and who have been referred to the ISR process by Corrections.
- 16.8.5 Names, roles and contact details of professionals involved in a family safety plan developed through an ISR, an intervention recorded against an ISR plan, or who may be directly involved in the ISR process.
- 16.8.6 Information about a person that is, on reasonable grounds, believed necessary to record in order to achieve the purposes outlined under clause 16.3 of this section. This could include, but is not limited to,
  - a. the conditions of people's bail, probation conditions or the conditions of protection orders
  - b. information pertaining to known family violence risk factors
  - c. information about a person of relevance to assessing their vulnerability or resilience to family violence
  - d. the outcomes other relevant assessments.

**16.9 Other information that may be recorded in the CMS**

- 16.9.1 The details of family violence episodes as recorded by Police during the timeframe of the ISR Pilot, including:
  - a. the details of who was involved at an episode
  - b. what happened
  - c. any action taken by police or others as a consequence of the episode.
- 16.9.2 Family safety plans developed through the CMS process, including:
  - a. a description of the plan
  - b. the names or those associated with the plan
  - c. tasks
  - d. who is responsible for tasks
  - e. the dates tasks are to be completed
  - f. the status of tasks and information about the progress or otherwise of tasks.
- 16.9.3 Information explaining how any documents of relevance to the plan can be obtained (copies of documents themselves will not be recorded in the CMS).
- 16.9.4 Risk assessment tiers, and a rationale for applying a risk assessment tier.

16.9.5 Decisions about response pathways.

16.9.6 The names, timeframes and outcomes of any interventions people are referred to under a Family Safety Plan.

16.9.7 Information that is recorded to keep professionals and others working in ISR safe. This will include, but is not limited to:

- a. possession of firearms
- b. whether individuals are known to be violent or aggressive
- c. whether individuals have made threats to kill or to harm.

**16.10 The integrity of information recorded in the CMS**

16.10.1 Information will only be recorded in the CMS if it is in accordance with one or more of the purposes outlined under clause 16.3 of this section.

16.10.2 If personal information held in the CMS is determined to be incorrect, it will be corrected either directly or with the addition of explanatory information.

16.10.3 Mental health flags will only be activated against a person if any of the following provisions are met:

- a. a mental health condition is confirmed by a medical professional
- b. the person concerned self-identifies that they have a mental health condition
- c. information already held by the parties satisfies either of the above conditions.

16.10.4 Disability flags will only be activated against a person if any of the following provisions are met:

- a. a disability is confirmed by a medical professional
- b. the person concerned self-identifies that they have a disability
- c. information already held by the parties satisfies either of the above conditions.

16.10.5 The CMS will automatically keep a record of any changes, additions or deletions of information held in the CMS throughout the duration of the ISR Pilot.

**16.11 Disclosure of and requests for information held in the CMS**

16.11.1 No party will disclose personal information obtained under this memorandum, or recorded in the CMS, to any agency or individual that is not a party to ISR unless it is for the legitimate intent of the ISR Pilot as outlined in clause 3.1 of this memorandum or where the disclosure is otherwise authorised by law, or required by a Court.

16.11.2 Any requests for the disclosure of information held in the CMS will be provided to the ISR Pilot Director, or delegate.

16.11.3 The ISR Pilot Director will keep a record of all official requests for information held in the CMS. This will include:

- a. who made the request

- b. when the request was made
- c. what information was requested
- d. under what grounds the request was made
- e. whether or not the request was granted, or if applicable, which parts of the requests were granted.

**16.12 Secure sharing and storage of information in the CMS**

16.12.1 The information recorded in the CMS has been classified as 'Sensitive'<sup>13</sup> by all parties.

16.12.2 The Ministry of Social Development (incorporating Child, Youth and Family), Corrections, Police and the Canterbury District Health Board have performed their own accreditation, certification or internal security assessments in accordance with each agencies internal policies.

16.12.3 Any information that is shared with other parties will be shared only using secure information technology systems that are compliant with applicable security protocols.

16.12.4 Information sharing will occur under secure and acceptable methods, including, but not limited to:

- a. using the CMS directly
- b. encryption, including using a file transfer protocol
- c. using an internal email system when the recipient is also using that internal email system.

16.12.5 Any party receiving personal information under this memorandum will store the personal information, as required by the Privacy Act 1993, in a secure system that protects the information against unauthorised use, or illegitimate modification, access or disclosure.

**16.13 Information to be used for research, evaluation and policy development**

16.13.1 The information recorded in the CMS may be used by the parties for evaluation, research and policy development purposes provided that the objectives of that research, evaluation or policy development align to the purposes under clause 16.3 of this section.

16.13.2 Any research or evaluation undertaken with data recorded in the CMS will adhere to the research ethics defined by an appropriate research professional body such as the New Zealand Association of Social Science Research.

16.13.3 Any research, evaluation or policy development using data recorded in the CMS will comply with the requirements of the Privacy Act 1993.

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<sup>13</sup> Used when the compromise of information would be likely to damage the interest of New Zealand or endanger the safety of its citizens. As defined by the New Zealand Government Security Classification System. Available from: <https://protectivesecurity.govt.nz/home/information-security-management-protocol/new-zealand-government-security-classification-system/>

16.13.4 Any relevant organisation or research team that is provided with CMS data will have the necessary research experience, knowledge, and skills to access and use the information; and the security of the information will not be impaired.

**16.14 Retention of information**

The information stored in the CMS will be retained for as long as is required for the purposes set out under clause 16.3 of this section and as long as may be required by the Public Records Act 2005.

**16.15 Security breaches**

16.15.1 If a party has reasonable cause to believe that any breach of this section has occurred, or if they believe any breach of privacy has occurred, they will comply with the Office of the Privacy Commissioner's Privacy Breach Guidelines<sup>14</sup> and parties' internal breach management policies.

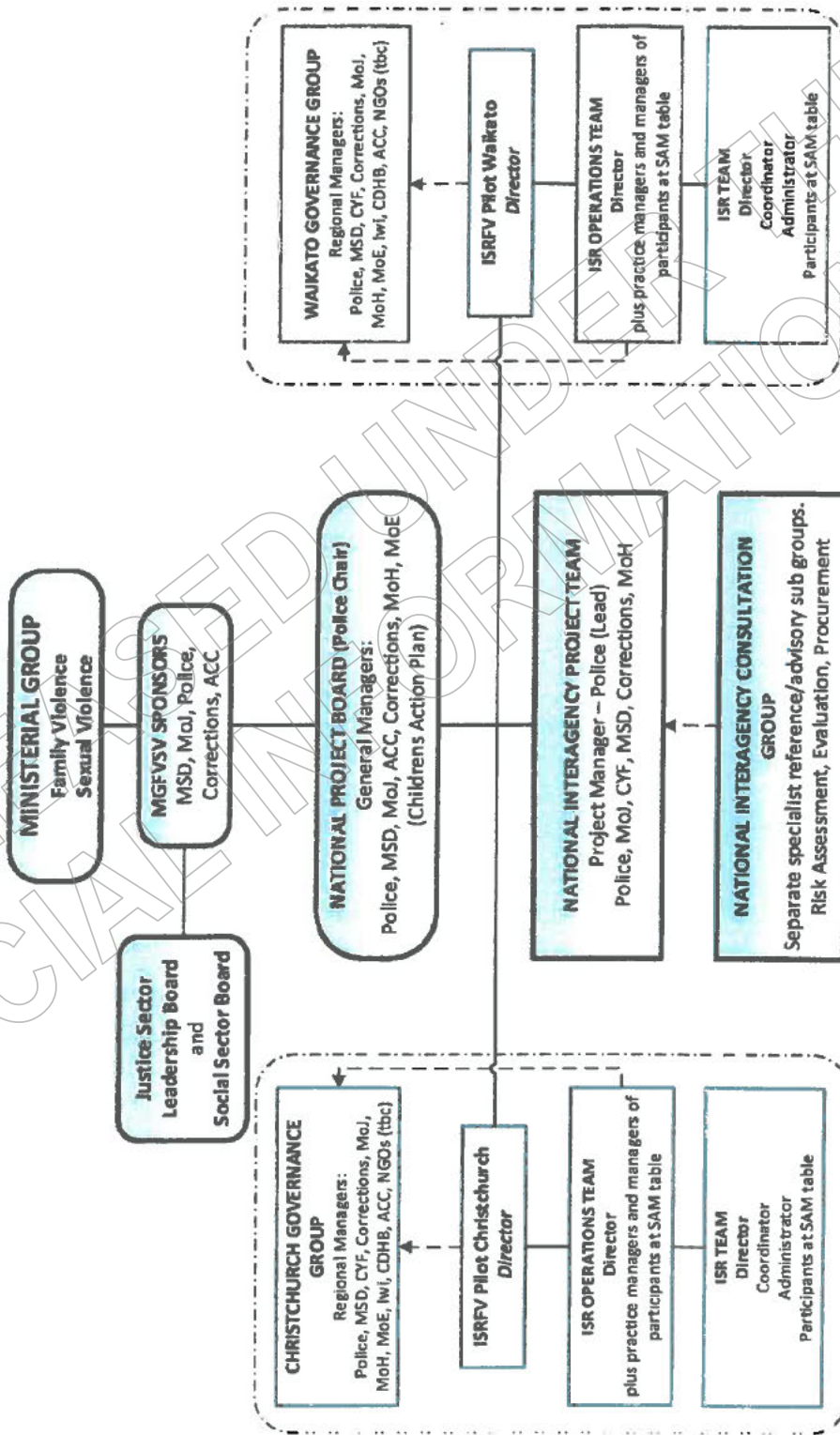
16.15.2 All parties will provide reasonable assistance to the investigating party in connection with all inspections and investigations. The investigating party will keep all other relevant parties informed of any developments.

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<sup>14</sup> Available at: <https://www.privacy.org.nz/news-and-publications/guidance-resources/privacy-breach-guidelines-2/>

**Appendix 1: ISR Pilot Project Organisation – Working Document**

The Structure for the ISR Pilot is:



# **Information Sharing Agreement**

**between the**

**New Zealand Gang Intelligence Centre**

**Agencies**

**for the purpose of**

**Reducing gang-related harm to individuals and New Zealand  
society generally**

**Pursuant to Part 9A of the Privacy Act 1993 and section 81A of the Tax  
Administration Act 1994**

**1 November 2018**

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## **The Parties**

The parties to this Agreement are:

New Zealand Police  
Accident Compensation Corporation (ACC)  
Department of Corrections  
Department of Internal Affairs  
Housing New Zealand  
Inland Revenue Department  
Ministry of Business, Innovation and Employment  
Ministry of Education  
Ministry of Health  
Ministry of Social Development  
New Zealand Customs Service  
Oranga Tamariki - Ministry for Children

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## Acceptance

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

For and on behalf of  
New Zealand Police

Mike Bush  
Commissioner  
New Zealand Police

Date: 31.7.17

For and on behalf of the  
Accident Compensation  
Corporation

Deborah Roche  
Acting Scott Pickering  
Chief Executive  
Accident Compensation  
Corporation

Date: 7/12/18

For and on behalf of the  
Department of  
Corrections

Ray Smith  
Chief Executive  
Department of Corrections

Date: 14/8/2017

For and on behalf of  
Housing New Zealand

Andrew McKenzie  
Chief Executive  
Housing New Zealand

Date: 17/8/17

For and on behalf of the  
Department of Internal  
Affairs

Colin MacDonald  
Chief Executive  
Department of Internal Affairs

Date: 26/7/2017

~~For and on behalf of the  
Inland Revenue  
Department~~

~~Naomi Ferguson  
Commissioner  
Inland Revenue~~

~~Date:~~

For and on behalf of the  
Ministry for Vulnerable  
Children, Oranga  
Tamariki

Gráinne Moss  
Chief Executive  
Oranga Tamariki

Date: 7/09/2017

For and on behalf of the  
**Ministry of Business,  
Innovation and  
Employment**

Carolyn Tremain  
Acting Chief Executive  
Ministry of Business,  
Innovation and Employment



Date: 9/10/2017

For and on behalf of the  
**Ministry of Education**

Iona Holsted  
Chief Executive  
Ministry of Education



Date: 01/08/17

~~For and on behalf of the  
**Ministry of Health**~~

~~Choi Chuan  
Director General of Health and  
Chief Executive  
Ministry of Health~~

~~Date:~~

For and on behalf of the  
**Ministry of Social  
Development**

Brendan Boyle  
Chief Executive  
Ministry of Social Development

Date:



For and on behalf of the  
**New Zealand Customs  
Service**

Christine Stevenson  
Acting Comptroller of Customs  
New Zealand Customs Service

Date:




16/8/17

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For and on behalf of the  
**Inland Revenue  
Department**

Naomi Ferguson  
Commissioner  
Inland Revenue  
Date:

  
26/10/18

For and on behalf of the  
**Ministry of Health**

Dr Ashley Bloomfield  
Director-General of Health and  
Chief Executive  
Ministry of Health  
Date:

  
29/10/18

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## Defined terms

In this Agreement unless the context otherwise requires:

**Agreement** means this information sharing agreement, including any amendment approved under section 96V of the Privacy Act 1993.

**Appropriately Authorised Staff** means staff from GIC Agencies assigned by their agency to

- (a) receive, assess, research, analyse, investigate or prosecute any matter or case concerning Gang-Related Harm to which Information shared by GIC Agencies under this Agreement is or may be relevant; and/or
- (b) engage with Gang-connected families, conduct Gang-related research, assess any report of concern, inform decisions about placements or referrals, review entitlements, enforce social obligations and target any social interventions to which Information shared by GIC Agencies under this Agreement is or may be relevant.

**Assets** means any real or personal property or interest in real or personal property that is or was held by an individual, organisation, or entity; and includes any cash, within the meaning of section 2(1) of the Financial Transactions Reporting Act 1996, in bank accounts, accounts in financial institutions, shareholdings, and beneficial interests in trust.

**Criminal Activity** means an activity that constitutes the commission of an offence.

**Domestic Relationship** has the same meaning as in section 4 of the Domestic Violence Act 1995.

**Gang(s)** means a New Zealand Adult Gang or a Transnational Crime Group.

**Gang Associate(s)** means an individual who associates with a Gang member for the likely purpose of participating in Criminal Activity.

**GIC** see New Zealand Gang Intelligence Centre

**Gang Member(s)**, in relation to a Gang, means an individual who is a member of the Gang (including a Prospective Member).

**Gang-Related Harm** means harm done to individuals, families, communities, and New Zealand society generally through the activities of Gangs including but not limited to: criminal activities including drug trafficking and money laundering, and aspects of Gang lifestyle and culture that contribute to significant adverse impacts such as child abuse and neglect, family violence, and alcohol and drug dependency.

For clarity: this definition of Gang-Related Harm is not intended to suggest that other contributors to 'severe adverse impacts' will be ignored or not responded to.

**GIC Agency(ies)** means one or more of the following agencies –

- (a) Accident Compensation Corporation (ACC)
- (b) Department of Corrections
- (c) Department of Internal Affairs
- (d) Housing New Zealand Corporation (Housing New Zealand)
- (e) Inland Revenue Department
- (f) Ministry of Business, Innovation and Employment
- (g) Ministry of Education

- (h) Ministry of Health
- (i) Ministry of Social Development
- (j) New Zealand Customs Service
- (k) New Zealand Police
- (l) Oranga Tamariki - Ministry for Children

**GIC Intelligence Product(s)** means Intelligence reports generated by the GIC on the initiative of the GIC Manager or in response to requests for Intelligence from GIC Agencies based on Intelligence held in the GIC List and supporting files. GIC Intelligence Products may include Information requested from GIC Agencies, if the Information is required to fulfil the Intelligence request and meets the terms of this Agreement. All such intelligence reports will be signed out by the GIC Manager or delegate or nominee.

GIC Intelligence Products will include appropriate instructions/caveats including restrictions on: who in the receiving agency may see or use the Intelligence, how the Intelligence may be used, what security provisions apply, how long the Intelligence may be held, and when it must be destroyed.

**GIC Manager** means the person responsible for the day-to-day operation of the GIC and authorised to collect and release Intelligence and Information from the GIC to GIC Agencies. The Manager is the chief steward of the collected Intelligence and Information held by the GIC and responsible for its proper management under this Agreement and all relevant legislation.

**GIC Oversight Committee** means the governance group made up of senior representatives from each of the GIC Agencies responsible for providing functional governance and operational direction for Intelligence tasking, coordination, and collection objectives to the Gang Intelligence Centre and includes the GIC Manager.

**Health Information Privacy Code** means the Health Information Privacy Code 1994 issued by the Privacy Commissioner under section 46 of the Privacy Act 1993.

**Information** means Personal Information and non-personal information about Gangs that is listed in clause 6 'Description of Information that may be shared under this Agreement'. Information may include GIC Intelligence Products, raw data, Intelligence holdings, copies of official documents, forms or applications submitted and alerts or warnings.

**Intelligence** means a subset of Information resulting from the formal intelligence process of collection, evaluation, analysis, integration and interpretation of all available Information.

Intelligence may not meet the standard of evidence required in a court but it has been assessed as being relevant and of value for a lawful purpose.

**Lead Agency** has the meaning in section 96C of the Privacy Act 1993 and as identified in clause 5 of this Agreement.

**Liabilities** mean current and previous liabilities.

**New Zealand Adult Gang** means an organisation or a group that—

- (a) is recorded on the New Zealand National Gang List; and
- (b) promotes, encourages, or engages in Criminal Activity that is driven by a desire to—
  - (i) create an atmosphere of fear and intimidation; or
  - (ii) make a profit.

**New Zealand Gang Intelligence Centre (GIC)** means the unit established within the New Zealand Police that is staffed with employees of the GIC Agencies and whose purpose is to—

- (a) collect, combine, and share Information relating to gangs and gang Criminal Activity; and
- (a) respond to requests for Information from GIC Agencies.

**New Zealand National Gang List (NGL)** means a list created and maintained by the GIC of all known gangs.

**Order in Council** means the Order in Council made in accordance with section 96J of the Privacy Act 1993 and under which this Agreement is approved.

**Personal Information** has the meaning as in section 2(1) of the Privacy Act 1993.

**Serious Offence** means an offence punishable by 4 or more years' imprisonment.

**Prospective Member**, in relation to a Gang, means a person who is a member of the Gang but who does not have full membership status.

**Sharing** in relation to any Information, means all or any of the following:

- a) collecting the Information
- b) storing the Information
- c) checking the Information
- d) using the Information
- e) exchanging the Information
- f) assigning a unique identifier to an individual.

**Subsidies** means 1 or more of—

- a) Working for Families tax credits payable under the Income Tax Act 2007 and the Tax Administration Act 1994; and
- b) community services cards available under regulations made (or deemed to have been made) under 1 or both of—
  - (i) section 92 of the New Zealand Public Health and Disability Act 2000; and
  - (ii) section 437 of the Social Security Act 2018; and
- c) student loans payable under the student loan scheme as defined in section 4(1) of the Student Loan Scheme Act 2011; and
- d) student allowances payable under the Education Act 1989; and
- e) child support payable under the Child Support Act 1991; and
- f) income-related rent subsidies payable under the Housing Restructuring and Tenancy Matters Act 1992; and
- g) social housing available under the Housing Restructuring and Tenancy Matters Act 1992.

**TAA** means the Tax Administration Act 1994.

**Tax Obligations** means obligations arising under the Acts described in section 81(1C) of the Tax Administration Act 1994.

**Transnational Crime Group** means individuals or entities that enable, support, or commit crimes across New Zealand and international borders.

**Victim(s)**—

- (a) means any person who has been harmed by, or as a result of, an activity undertaken by a gang or gang member; and

- (b) includes any person who may be harmed by, or as a result of, an activity undertaken by a gang or gang member.

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## Commencement

This Agreement comes into force on the date that an Order in Council under section 96J of the Privacy Act 1993 approving it comes into force.

## Background

The GIC was established to enable a multi-agency approach to address problems caused by Gangs and to reduce the harm they cause to communities through shared Intelligence-gathering, enhanced law enforcement, prevention, intervention, and rehabilitation. It contributes to delivering this Government's priorities to improve the wellbeing of New Zealanders and their families, including through supporting safer communities by investing in crime prevention and rehabilitation as well as tackling organised crime.

This Agreement and its authorising Order in Council will permit the GIC Agencies involved to share Information vital to those goals while providing New Zealanders assurance that the extent and mechanisms of the Sharing of Information are proportionate, safe, and subject to independent oversight by the Privacy Commissioner.

The Gangs of interest to the GIC are those described in the Cabinet paper that established the GIC.

Further information about the GIC can be found here:

<http://www.police.govt.nz/about-us/publication/gang-intelligence-centre>

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## The Agreement

This Agreement is made under Part 9A of the Privacy Act 1993 and section 81A of the TAA.

### New Zealand Gang Intelligence Centre (GIC)

This Agreement will enable the GIC to carry out the for the purpose of this Agreement:

1. To collect Information from GIC Agencies to
  - (a) establish and maintain a national repository of Intelligence about Gangs; and
  - (b) use that Information to respond to requests from GIC Agencies with GIC Intelligence Products;
2. To receive requests for Information from, and to disclose Information to, GIC Agencies to inform decision making on preventative, investigative and enforcement interventions related to Gangs; and
3. To receive requests for Information from, and to disclose Information to, GIC Agencies to identify Gang-associated vulnerable persons including children, youth, and family members who may need medical, educational, or social services support.

The GIC will normally provide Information to GIC Agencies only where the request requires Information from more than one Agency (i.e. is not available directly from one other Agency) although the GIC Manager may make exceptions to this general rule, taking into account the specific circumstances of the request.

### GIC Agencies

This Agreement will enable the GIC Agencies to carry out the following for the purpose of this Agreement:

1. To disclose Information and Intelligence to the GIC either proactively or in response to a request from the GIC.
2. To collect and use Information and Intelligence disclosed to them under the terms of this Agreement.

This Agreement cannot and does not purport to override any provisions in any enactment other than any part of the Privacy Act 1993 as authorised pursuant to Part 9A of that Act. GIC Agencies will not and cannot be compelled to provide Information under this Agreement.

Information and Intelligence provided to the GIC Agencies and the GIC under this Agreement is provided for the purposes specified at clause 1 only. GIC Agencies are to use existing compulsion mechanisms such as warrants or production orders if information is required for evidential purposes.

## Terms

### 1. Purpose and Objectives of the Agreement

#### Purpose

The purpose of this Agreement is to enable the parties to share Information and Intelligence to reduce Gang-Related Harm and achieve the objectives of this Agreement.

This Agreement authorises the Sharing of Personal Information between the GIC Agencies and the GIC to—

- (a) enable a more collaborative, cross-agency approach to preventing or reducing harm to individuals, families, communities, or society generally that is caused by, or contributed to by, the activities of gangs; and
- (b) enable the enforcement of the law; and
- (c) produce data on crime trends.

#### Objectives

The objectives of this Agreement are to:

- (a) improve Government's effectiveness at reducing the Gang-Related Harm and gain efficiencies through more collaborative, cross-agency work, and improved combined intelligence;
- (b) reduce Gang-Related Harm to gang members, their families and communities through early intervention (including through activities that prevent Gang-Related Harm), the provision of targeted social services and managing compliance with social obligations to support affected gang members, their family members and affected individuals in the community, especially vulnerable children and young persons;
- (c) prevent and reduce the level of Gang-Related Harm suffered by individuals and New Zealand society generally from Gang Criminal Activity through improved enforcement activities including detection, investigation, and prosecution; and
- (d) enable sufficient protection of people's privacy and ensure an appropriate balance between security and transparency when Sharing Information under this Agreement.

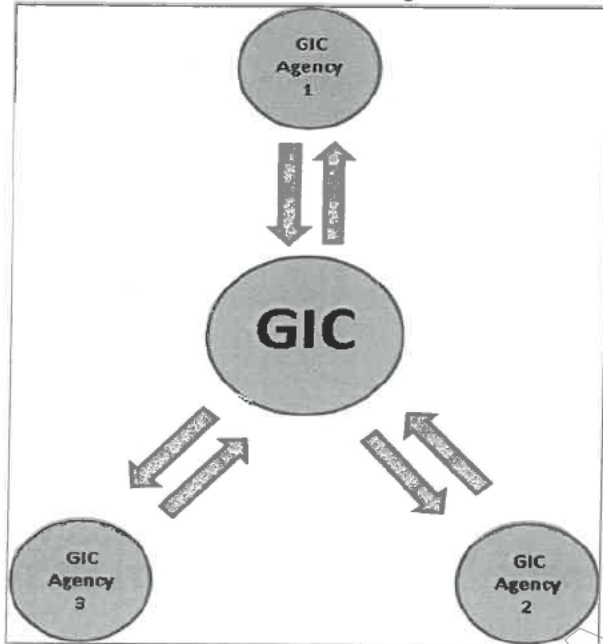
### 2. Operational Overview

GIC Agencies may share Information and Intelligence with the GIC to contribute to the NGL or to request GIC Intelligence Products from the GIC.

The GIC may share Information or GIC Intelligence Products with GIC Agencies either in response to a request or proactively provided that the Information or Intelligence is relevant to the role or function of the GIC Agency.

Bilateral Sharing of Information or Intelligence from one GIC Agency to another GIC Agency or from a GIC Agency to another agency is **not** covered by this Agreement. **Figure 1** provides a graphic representation of the GIC hub-and-spoke Information flows.

**Figure 1: GIC Information Sharing Model**



Distribution of GIC Intelligence Products is at the discretion of the GIC Manager including distribution to other business units within the New Zealand Police and in accordance with intelligence best practice and standard procedures.

GIC Agencies may put constraints on certain Information, Intelligence or data types provided to the GIC. This may include but is not limited to, any constraints that are required to comply with protections imposed by any law or statute, or to take account of “medical and health practitioner privilege” as defined in s59 Evidence Act. The GIC will be responsible for ensuring those conditions are met within the GIC and in constraints that are imposed as a condition of access to GIC Intelligence Products.

The GIC Manager may prescribe constraints and conditions on any GIC Intelligence Products released from the GIC to GIC Agencies including but not limited to the situations below.

1. Refusal of a request for Intelligence if the GIC Manager determines that the request does not meet the purposes or objectives above. This may be, for example, because it is Intelligence about a child or young person who is not a member of a New Zealand Adult Gang nor associated with one.
2. Security provisions that must be adhered to with respect to handling of, access to, storage of, and further distribution of the GIC Intelligence Product or any part of it.
3. Limitations on who within the receiving agency may access the GIC Intelligence Product or any part of it.
4. Limitations on how long the GIC Intelligence Product or any part of it may be held by the receiving agency.
5. Requirements for the safe destruction or deletion of the GIC Intelligence Product or any part of it taking into account agency obligations under the Public Records Act.
6. Ensuring constraints placed on Information or Intelligence provided by a GIC Agency to the GIC are passed on when the GIC subsequently makes that it available in a GIC Intelligence Product.

### **3. Modifications to information privacy principles and Health Information Privacy Code in relation to Personal Information**

Under this Agreement, information privacy principles 2, 10 and 11 which are set out in section 6 of the Privacy Act 1993 and the corresponding Health Information Privacy Code rules are modified (by the Order in Council) in relation to Personal Information as follows:

#### **Principle 2: Source of Personal Information**

It is not a breach of information privacy principle 2 or Health Information Privacy Code rule 2 for the GIC to collect Personal Information or Intelligence from a GIC Agency under this Agreement.

It is not a breach of information privacy principle 2 or Health Information Privacy Code rule 2 for a GIC Agency to collect Personal Information or Intelligence from the GIC under this Agreement.

#### **Principle 10: Use of Personal Information**

It is not a breach of information privacy principle 10 or Health Information Privacy Code rule 10 for the GIC to use Personal Information or Intelligence received from a GIC Agency under this Agreement.

It is not a breach of information privacy principle 10 or Health Information Privacy Code rule 10 for a GIC Agency to use Personal Information or Intelligence received from the GIC under this Agreement.

#### **Principle 11: Limits on disclosure of Personal Information**

It is not a breach of Principle 11 or Health Information Privacy Code rule 11 for the GIC to disclose Personal Information or Intelligence to a GIC Agency under this Agreement.

It is not a breach of information privacy principle 11 or Health Information Privacy Code rule 11 for a GIC Agency to disclose Personal Information or Intelligence to the GIC under this Agreement.

### **4. The public services this Agreement is intended to facilitate**

The public services that the Agreement is intended to facilitate are—

- (a) maintaining public safety
- (b) preventing the commission of offences
- (c) enforcing the law
- (d) identifying vulnerable persons, including children and young persons in need of care and protection, and providing those persons with the necessary social assistance and support.

In particular this Agreement is intended to facilitate decision making on preventative, investigative and enforcement interventions related to Gangs and for reducing Gang-Related Harm to families and communities.

This may result in the prosecution of an identifiable individual or individuals.

### **5. The parties involved and the Lead Agency**

The parties to the Agreement are the signatories to this Agreement (the GIC Agencies).

**New Zealand Police** is the Lead Agency for the Agreement.

## 6. Description of Information that may be shared under this Agreement

Information that may be shared under this Agreement will be Information and Intelligence that falls into the categories in the table below and is provided at the discretion of the GIC Agencies. All categories of Information (Personal and non-personal) may include raw data, Intelligence, copies of official documents, forms or applications submitted and alerts or warnings. Information shared may be about any Gangs; Gang Members; Gang Associates; and Victims.

The Operational Protocols described in clause 11 contain a detailed listing indicative of the Information and Intelligence that individual GIC Agencies may disclose at their discretion to the GIC.

The GIC may disclose any of the Information covered in this Agreement to any GIC Agency.

The following table shows the categories of Information, a description of each category and an indicative listing of which agencies anticipate being able to share Information within each category to the GIC.

Information Category	Description
<b>Assets</b>  All GIC agencies	Information about any real and personal property held, or in which an interest is held, by an individual or an organisation or entity, including cash as defined in section 2(1) of the Financial Transactions Reporting Act 1996, in bank accounts, accounts in financial institutions, shareholdings and beneficial interests in trust.
<b>Contact Details</b>  All GIC agencies	Information that may be used to contact an individual or entity (such as addresses and phone numbers), including information about any other individual recorded as being a contact individual for that individual. This includes current and historical Information, and preferred language(s) for contact.  Information that identifies, and may be used to contact, the next-of-kin of an individual who is a Gang Member or Gang Associate.
<b>Communications</b>  Department of Corrections, Inland Revenue Department, Ministry of Business Innovation and Employment, New Zealand Police	Details of communications that an individual has made, including telephone calls monitored under the Corrections Act 2004 (Prison Telephone Monitoring System disclosures).
<b>Criminal Investigations</b>  All GIC agencies	Information relating to any criminal investigation conducted in respect of an individual, including any criminal charge that has, at any time, been laid against an individual, whether or not that charge resulted in a conviction.

Information Category	Description
	It includes investigative findings under the Social Security Act 1964, Children, Young Persons, and their Families Act 1989 and Crimes Act 1961; fraud allegations and Information related to domestic violence.
<b>Domestic Relationship</b>  All GIC Agencies	Information about any person (person B) with whom an individual has, or has had, a domestic relationship. Person B includes another person who is or was a spouse or partner of the individual, is or was a child of the individual or their spouse or partner, is or was a family member of the individual or ordinarily shares or shared a household with the individual.  "Domestic Relationship Information" means Information about a Domestic Relationship and includes information about Person B:  (a) the current and previous names and other Identifying Information including aliases, contact details and dates of birth; (b) Information about the Assets and Liabilities; and (c) Employment Information, Social Assistance Information, Financial Transaction Information and Tax Information.
<b>Education</b>  Department of Corrections, Ministry of Business Innovation and Employment, Ministry of Education, Ministry of Social Development, Oranga Tamariki	Information relating to an individual's education history including that supplied in travel documentation. This includes training (programmes and providers), qualifications and curriculum vitae
<b>Employment</b>  ACC, Department of Corrections, Department of Internal Affairs, Inland Revenue Department, Ministry of Business Innovation and Employment, Ministry of Social Development, New Zealand Police, Oranga Tamariki	Information relating to an individual's current or previous employment including:  (a) an individual's current or previous engagement in a contract of service or a contract for service; (b) the parties to such a contract; and (c) any other Information relevant to the engagement (including contractual terms to the extent they are Information and Information supplied in travel documentation).

Information Category	Description
<b>Financial</b> All GIC agencies	Basic financial Information relating to an individual including details of bank accounts (such as bank account numbers), prisoner trust accounts, income, entitlements, debt, living expenses, indicators of hardship, tax refunds and Liabilities.
<b>Financial Relationship</b> All GIC agencies	Information relating to an individual's business or financial relationship with, interest in or other linkage to, one or more individuals, organisations or entities.  "Financial Relationship Information" means Information about a financial relationship and includes:  (a) the current and previous names and other Identifying Information including aliases, contact details of individuals with whom an individual has a financial relationship and the dates of birth of those individuals; (b) Information about the Assets of those individuals; (c) Employment Information, Financial Transaction Information and Tax Information about or concerning those individuals; (d) Any monetary payment authorised or made as Social Assistance and received by, or on behalf of, individuals, including main benefits, allowances, grants and other such assistance; and (e) Information about the Assets of, and Financial Transaction Information regarding, organisations and entities with which an individual has a financial relationship.
<b>Financial Transaction</b> All GIC agencies	Personal Information or non-Personal Information relating to a movement of Assets and Liabilities or an agreement to move Assets and Liabilities and includes payments of benefits and allowances, and recovery of over-payments including payment methods.
<b>Gang Associations</b> All GIC agencies	Information about an individual's association with a Gang.
<b>Health and Disability</b>	Information relating to an individual's health and disability including that supplied in travel documentation. This includes mental health Information, drug tests, and alerts for communicable diseases or exposure to dangerous chemicals.



Information Category	Description
ACC, Department of Corrections, Housing New Zealand, Ministry of Business Innovation and Employment, Ministry of Health, Ministry of Social Development, New Zealand Police, Oranga Tamariki	
<b>Housing</b>  Department of Corrections, Housing New Zealand, Ministry of Business Innovation and Employment, Ministry of Social Development, Oranga Tamariki	Previous or current housing Information about an individual including: <ul style="list-style-type: none"> <li>(a) rental payments and agreements;</li> <li>(b) other household members (key details including contact details) in a tenancy at the time the individual resided in the property;</li> <li>(c) any damage caused to the property at the time the individual resided in the property and remediation costs involved;</li> <li>(d) account information related to the tenancy the individual resided in including rent, income related rent and damage reparations;</li> <li>(e) business actions created against the individual or any household members at the time the individual resided in the property including for anti-social behaviour and complaints;</li> <li>(f) any CRIP (Community Resettlement and Integration Programme - Customer Risk Indicator Profile) information on the individual and on the tenancy at the time the individual resided at the property; and</li> <li>(g) forwarding addresses.</li> </ul>
<b>Identifying</b>  All GIC agencies	Information that identifies, or relates to the identity of, an individual including an individual's biographical details (including date and location of birth/death), previous names and aliases, biometric information, unique identifiers assigned by any government agency (NZ or foreign), and distinguishing features (including tattoos, or body modifications).  This Information can be obtained separately or in conjunction with other Information.

Information Category	Description
<p><b>Immigration</b></p> <p>Department of Internal Affairs, Ministry of Business Innovation and Employment, Ministry of Social Development, Oranga Tamariki</p>	<p>Information about an individual's immigration history and current status. This includes Information relating to visa applications, visa decisions, correspondence, and associated entities. It also includes Information relating to verification, compliance, investigation and intelligence activities undertaken in relation to an individual's immigration status (or any entities associated to that individual), including as a result of powers granted by the Immigration Act 2009 or arising from and relating to allegations and other information received from the public.</p>
<p><b>Import/Export</b></p> <p>New Zealand Customs Service</p>	<p>Personal Information or non-Personal Information associated with the import and export of goods.</p>
<p><b>Social Assistance</b></p> <p>Housing New Zealand, Inland Revenue Department, Ministry of Business Innovation and Employment, Ministry of Social Development, Oranga Tamariki</p>	<p>Information relating to an individual's current and previous Social Assistance status, entitlement, debt, Liabilities, payments and balance.</p> <p>It includes any benefit (monetary or non-monetary), allowance, grant, subsidy, supplement, child support, student loan or Working for Families Tax Credit.</p>
<p><b>Tax</b></p> <p>Department of Internal Affairs, Inland Revenue Department, Ministry of Business Innovation and Employment, Ministry of Social Development, Oranga Tamariki</p>	<p>Information relating to an individual's current and previous tax affairs and current and previous tax position including customer type (for example, salary and wage earner, self-employed, business owner), income, tax paid, tax refunds, tax adjustments, Liabilities and expenditure of an individual taxpayer or entity.</p>
<p><b>Threat or risk to safety of others</b></p> <p>All GIC agencies</p>	<p>Personal Information or non-Personal Information relating to an individual that may give rise to concerns about the safety of any other person including GIC Agency employees and agents. It includes specific alerts not necessarily covered in other categories such as for the presence of dangerous animals, firearms, explosives, dangerous chemicals or other hazards.</p>
<p><b>Travel, Movement and Location</b></p> <p>Department of Corrections, Ministry of Business</p>	<p>Information associated with the movement of an individual or their Assets or Liabilities across the border such as passport, visa, and ticketing Information, declarations, passenger associations and interactions with border staff.</p>

Information Category	Description
Innovation and Employment, Ministry of Social Development, New Zealand Customs Service, New Zealand Police, Oranga Tamariki	Also includes Information about the location, movements, and travel of an individual within New Zealand.

## 7. Other Information that may be shared under this Agreement

In addition to the table in (6) above, Information may be shared about an individual or entity who has provided any Business Services, services as a High-value Dealer or services as a Trust and Company Service Provider to a Taxpayer may be –

- (a) shared with the GIC by the Inland Revenue Department; and
- (b) subsequently shared by the GIC with a GIC agency.

The information that may be shared in this section about an individual is—

- (a) the individual's
  - (i) name and
  - (ii) date of birth and
  - (iii) contact details and
- (b) the nature of the Business Services provided by the individual and
- (c) the name of individual to whom those services were provided.

In this section:

**Business Services** means:

- (a) tax services
- (b) accountancy services
- (c) bookkeeping services
- (d) financial services (as defined in section 5 of the Financial Service Providers (Registration and Dispute Resolution) Act 2008)
- (e) legal services
- (f) advisory services.

**Contact details** means either or both of the following:

- (a) addresses (including email addresses)
- (b) telephone numbers.

**Entity** means—

- (a) an unincorporated body
- (b) a body corporate
- (c) a corporation sole
- (d) a trust.

**High-value Dealer** has the same meaning as in section 5(1) of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

Taxpayer means:

- (a) a gang or
- (b) a gang member or
- (c) a gang associate or
- (d) a person with whom a gang member or gang associate has, or has had, a Domestic Relationship
- (e) an entity that is controlled by a person described above, because that person is—
  - (i) a director of the entity or
  - (ii) a shareholder of the entity or
  - (iii) a person who participates in the activities of the entity.

Trust and Company Service Providers has the same meaning as in section 5(1) of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

## 8. Use of Information

GIC Agencies may only use Information they receive from the GIC, including the Information contained in GIC Intelligence Products, to support the purposes of the Agreement within their organisation in accordance with their respective functions.

The Information that the GIC collects, including from GIC Agencies, may be used to support the purposes of the Agreement including to:

1. Compile and operate the GIC List and supporting documentation.
2. Identify existing or potential Gang-Related Harm.
3. Identify individuals involved in, causing, or affected by Gang-Related Harm (e.g., Victims, offenders, witnesses).
4. Identify lines of inquiry into Gang-Related Harm.
5. Compile Information into a GIC Intelligence Product in response to a request from a GIC Agency for Intelligence to support the prevention, detection or investigation of offending or informing decisions about enforcement actions and interventions related to Gang-Related Harm.
6. Identify potential Victims or offenders of Gang-Related Harm to enable activation of preventative measures.
7. Provide GIC Intelligence Products and Information to GIC Agencies to enable them to reduce Gang-Related Harm to Gang Members, families and communities, including reducing long-term welfare dependence, increase employment, improve outcomes for the children of Gang Members, reduce inter-generational involvement, improve access to education, health and social assistance programmes, and reduce re-offending.

Information used in any of the respects above may also be anonymised or statistically confidentialised for the purpose of producing strategic GIC Intelligence Products that detail crime trends. These anonymised or statistically confidentialised GIC Intelligence Products may be disclosed to GIC Agencies under this Agreement with any caveats or restrictions as determined by the GIC Manager.

GIC Agencies may similarly use GIC Intelligence Products to produce anonymised or statistically confidentialised Information that may be used for monitoring, research, and evaluation.

### Restrictions

No GIC Agency or the GIC will use any Information obtained under this Agreement for any purpose other than as set out in this Agreement.

No GIC Agency or the GIC will use any Information obtained under this Agreement except as required by constraints notified by the GIC to the receiving GIC Agency.

These restrictions do not apply from the point in time (if any) that the Information becomes publicly available as a result of legitimate public disclosure or as a result of court ordered disclosure.

## 9. Adverse actions

Section 96Q of the Privacy Act 1993 requires agencies to provide written notice to individuals before any "adverse action" is taken against them on the basis of Personal Information shared under an information sharing agreement, and give those individuals 10 working days to dispute the information received.

Adverse actions are defined in section 97 of the Privacy Act as any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.

Adverse action under this Agreement may include informing an investigation into an offence. If the Intelligence disclosed to a GIC Agency is used to inform the investigation of a suspected offence it may result in the prosecution of an identifiable individual or individuals.

Section 96R of the Privacy Act allows agencies to either dispense with the requirements under section 96Q or shorten the 10 working day period.

However, GIC agencies are also required to comply with all relevant provisions of their own legislation. For example, section 27 of the Immigration Act 2009 requires that where a decision is made to refuse an application for a visa or entry, the person making the decision must provide the applicant with the reasons for the decision in writing.

This Agreement cannot override those or any other provisions in legislation other than the Privacy Act 1993.

The GIC itself will not be responsible for taking adverse actions directly against individuals as part of the operation of this Agreement.

The Agreement provides that a GIC Agency will (in accordance with section 96R(a)(ii) of the Privacy Act) not provide notice of adverse action under section 96Q of that Act in the following circumstances:

- (a) if the Personal Information shared relates to a situation where the GIC Agency has reasonable grounds to suspect that urgent intervention is required to ensure the safety of any individual from existing or potential serious harm:
- (b) if, as a result of the Sharing of Personal Information, the GIC Agency has reasonable grounds to suspect that a Serious Offence has been, or will be, committed and the Personal Information is relevant to the prevention, detection, investigation, or prosecution of that offence:
- (c) if notice of adverse action may defeat the purpose of taking the action including but not limited to:
  - i. any GIC agency's internal investigation into misconduct; and
  - ii. seizure of assets; and
  - iii. repayment of debts.

The Parties may use their statutory powers to support these actions.

## **Adverse Actions that each GIC Agency can be reasonably expected to take (if any):**

### **ACC**

- (a) investigate eligibility to receive entitlements under the Accident Compensation Act 2001
- (b) refuse to grant, suspend, cease, review, or reassess entitlements
- (c) take proceedings to recover debts.

### **Department of Corrections**

The Department of Corrections can reasonably be expected to perform any function or exercise any power conferred on the chief executive, a prison manager, an employee, or a contractor by—

- (a) the Corrections Act 2004, Sentencing Act 2002, Parole Act 2002, Bail Act 2000, Returning Offenders (Management and Information) Act 2015, or Public Safety (Public Protection Orders) Act 2014; or
- (b) regulations made under any of those Acts.

Examples of adverse actions include, but are not limited to:

- For persons incarcerated:
  - prohibitions on prison visitors
  - forfeit, postpone or remove one or more privileges
  - transferral from one prison to another, or direct the return to prison of a person temporarily released from custody under section 62 of the Corrections Act 2004
  - drug testing or searching required under reasonable grounds
  - lay internal charges
- For persons on community-based orders:
  - prepare an adverse report to the New Zealand Parole Board or the Court to change the conditions of an order, including an application to recall a person to prison for breaching their conditions in applicable cases
  - negative or other advice to the New Zealand Parole Board or the Court, including laying a breach application at Court
  - cancelling or revising approved absences if on an electronically monitored sentence
- For persons on community-based sentences:
  - preparing an application to Court to cancel the sentence and/or substitute with an alternative sentence, or change the conditions of a sentence
  - reviewing conditions including the frequency of reporting periods
  - cancelling or revising approved absences if on an electronically monitored sentence
  - reviewing a decision regarding Community Work agency or centre placement, work party allocation and/or reporting days(s).

### **Department of Internal Affairs**

- (a) provide adverse advice to the Minister of Internal Affairs in relation to an application for the grant of citizenship
- (b) investigate any matter that may constitute an offence under any legislation it administers and report any suspected offences to the New Zealand Police.

### **Housing New Zealand**

- (a) exercise any powers conferred on it by the Residential Tenancies Act 1986 or the Housing Restructuring and Tenancy Matters Act 1992
- (b) commence proceedings under the Residential Tenancies Act 1986 to obtain an order of the Tenancy Tribunal (for example, an order terminating a tenancy)

#### **Inland Revenue Department**

- (a) assess whether Tax Obligations have been met
- (b) assess eligibility for, or entitlement to, subsidies that are applied for or received
- (c) assess whether obligations in relation to subsidies that are applied for or received have been met
- (d) enforce any unmet Tax Obligations or unmet obligations in relation to subsidies that are applied for or received.

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

- (a) investigate any matter that may constitute an offence under the legislation it administers
- (b) exercise its power to—
  - (i) search a person arriving in New Zealand
  - (ii) detain a person
  - (iii) prosecute offences
- (c) place a warning or alert on any record
- (d) decline an application or request made under the Immigration Act 2009 (for example, decline an application for a visa made under Part 3 of that Act) or make a decision under the Immigration Act 2009 that adversely affects the rights of an individual (for example, a decision under section 97 of that Act that a person may not board a craft).

#### **Ministry of Education**

The Ministry of Education is not reasonably expected to take any adverse action as a result of the Sharing of Personal Information under the Agreement.

#### **Ministry of Health**

- (a) investigate any matter that may constitute an offence under any legislation it administers:
- (b) prosecute offences
- (c) withdraw funding
- (d) recover debts due to the Crown
- (e) terminate or suspend a contractual relationship
- (f) exercise a contractual right.

#### **Ministry of Social Development**

- (a) investigate eligibility for, or entitlement to, benefits and subsidies that are applied for or received
- (b) assess whether obligations in relation to benefits and subsidies that are applied for or received have been met
- (c) refuse to grant, suspend, cease, review, or reassess benefits
- (d) recover debts due to the Crown.

#### **New Zealand Customs Service**

- (a) investigate any matter that may constitute an offence under the legislation it administers
- (b) detain a person
- (c) arrest a person
- (d) examine or search any thing
- (e) seize any thing
- (f) require the production of any document
- (g) prosecute offences.

#### **New Zealand Police**

- (a) take steps to prevent crime
- (b) investigate offences
- (c) detain a person
- (d) arrest a person

- (e) seize any thing
- (f) prosecute offences.

**Oranga Tamariki – Ministry for Children**

- (a) intervene in the care of a child.

**Safeguards that GIC agencies will use to mitigate unintended consequences of adverse actions taken as a result of Sharing Information under this Agreement**

**General safeguards**

Before taking adverse action on the basis of Information received under this Agreement, GIC Agencies will take reasonable steps to confirm the accuracy of the Information having regard to the intended uses. These will include:

1. The full name and date of birth details if available will be compared to confirm the individual's identity.
2. Where multiple individuals with the same name and date of birth exist, GIC Agencies will check biographical and other Information held about the individuals to identify them.
3. The Information will be compared for consistency with other Information held by the GIC Agency.
4. No Information will be sent via email to an individual of interest until the individual is verified as the correct person and has authorised email as the preferred method of contact.
5. Validation checks and verification of identity, including scripted questions, will form part of all contact conversations, and no Personal Information will be given to any individual until their identity is confirmed.

The Parties will comply with all of their respective policies and guidelines as well as the Solicitor General's Prosecution Guidelines (if applicable), before taking any adverse action. The Solicitor General's Prosecution Guidelines assist in determining:

1. whether criminal proceedings should be commenced;
2. what charges should be filed; and
3. whether, if commenced, criminal proceedings should be continued or discontinued.

The Solicitor General's Prosecution Guidelines also provide advice for the conduct of criminal prosecutions, and establish standards of conduct and practice expected from those whose duties include conducting prosecutions.

If Personal Information shared under this Agreement forms part of the prosecution's evidence in a criminal case, the Personal Information may be disclosed to an individual in accordance with the Criminal Disclosure Act 2008. Any dispute about the provision of such Information will be managed by the courts as part of the subject matter of the prosecution.

Additionally, GIC agencies are also required to comply with all relevant provisions of their own legislation. For example, the Immigration Act 2009 Section 27 requires that when a decision is made to refuse an application for a visa or entry, the person making the decision when requested by the applicant, must provide the reasons for the decision in writing.

GIC Agencies will also have regard to the principles of natural justice before taking any adverse action.

The Agreement cannot override those or any other provisions in Acts that govern how GIC Agencies conduct their responsibilities.



### **Additional Safeguards individual GIC agencies will take include:**

#### **ACC**

ACC will take reasonable steps to check the accuracy of the Information and to comply with its responsibilities under its governing legislation and its internal policies and procedures.

#### **Department of Corrections**

Corrections will comply with the Corrections Act 2004, the Parole Act 2002, and other relevant legislation. Corrections will also comply with all relevant Departmental policies and guidelines. In all situations, Corrections will take reasonable steps to confirm the accuracy of the Information before taking any adverse action.

#### **Department of Internal Affairs**

The Department of Internal Affairs will take reasonable steps to check the accuracy of the Information and comply with the relevant provisions of all its relevant legislation and regulations, and the internal policies and procedures supporting its administration of those instruments including: the Births, Deaths, Marriages, and Relationships Registration Act 1995, the Citizenship Act, 1977, the Passports Act 1992, the Gambling Act 2003, the Films, Videos and Publications Classification Act 1993, the Charities Act 2005, the Racing Act 2003, and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

#### **Housing New Zealand (HNZ)**

HNZ will take reasonable steps to check the accuracy of the Information and to comply with all HNZ policies and guidelines, as well as those set out in the Housing Restructuring and Tenancy Matters Act 1992 and the Residential Tenancies Act 1986, before taking any adverse action.

- Seeking to terminate a tenancy is always a last resort for HNZ and a number of procedures would be followed before the decision to terminate is taken, depending on the nature of the breach and the evidence available to prove the breach. These include (but are not limited to) working directly with the tenant to remedy the breach, mediation, and seeking resolution through the Tenancy Tribunal.
- If the breach has a serious impact on HNZ or any other person, HNZ will seek immediate termination through the Tenancy Tribunal.

#### **Inland Revenue Department**

Inland Revenue will take all reasonable steps to check the accuracy of the Information including cross-checking against other available information held by Inland Revenue. Inland Revenue will comply with its responsibilities under its governing legislation and its internal policies and procedures.

The type of adverse action IR may take is dependent on:

- (a) the immediacy of the action required; and
- (b) the nature and value of the Information that it receives from the GIC when considered alongside the known facts and the information that it already holds.

#### **Ministry of Business, Innovation and Employment (MBIE)**

Before taking action against an individual, MBIE will take reasonable steps to check the accuracy of the information, which includes cross checking the information against other available information. In addition, in accordance with the principles of fairness and natural justice, visa applicants are generally given the opportunity to comment before a decision is made based on any potentially prejudicial information.

### **Ministry of Education**

Ministry of Education will take reasonable steps to check the accuracy of the Information and to comply with its responsibilities under its governing legislation and its internal policies and procedures.

### **Ministry of Health**

Ministry of Health will take reasonable steps to check the accuracy of the Information and to comply with its responsibilities under its governing legislation and its internal policies and procedures.

### **Ministry of Social Development**

Ministry of Social Development will take all reasonable steps to confirm the accuracy of the Information before any action is taken. Ministry of Social Development will comply with all its relevant policies and guidelines, in addition to the Solicitor General's Prosecution Guidelines before adverse action is taken. Ministry of Social Development will ensure that it complies with its relevant legislation in regards to benefit investigation and prosecution if any adverse action is taken on a client based on information received from the GIC. When an investigation or prosecution for benefit entitlement occurs, Ministry of Social Development will ensure that in accordance with fairness and natural justice, clients are given the opportunity to comment before a decision is made on potentially prejudicial information.

### **New Zealand Customs Service**

Before taking any of the above actions, Customs will take reasonable steps to ensure the accuracy of the Information before it is acted upon. In all cases, Customs' actions will be in accordance with relevant legislation and its internal policies and procedures.

### **New Zealand Police**

NZ Police will take reasonable steps to check the accuracy of the Information and may also use its range of statutory powers to support the exercise of these actions. NZ Police staff will comply with all NZ Police policies and guidelines as well as the Solicitor General's Prosecution Guidelines as described above before taking any adverse action.

### **Oranga Tamariki – Ministry for Children**

Oranga Tamariki will take reasonable steps to check the accuracy of the Information and to comply with its responsibilities under its governing legislation and its internal policies and procedures. These include its obligations to notify clients and their parents or guardians about decisions and actions of the Ministry.

## **10. Where you can view this document**

This document is available to the public online via the public website [www.police.govt.nz](http://www.police.govt.nz) or in person at:

New Zealand Police National Headquarters  
180 Molesworth Street  
Wellington 6011

## **11. Overview of the Operational Protocols**

The Operational Protocols will contain more detailed operational information than is possible in this Agreement. Specifically, it will be information that may require updating over time and while subject to the terms of this Agreement is normally the responsibility of Chief Executives with respect to the operation of their agency. The Operational Protocols will be consulted with the Privacy

Commissioner before they are agreed or amended and signed by all GIC Agency Chief Executives or their delegate.

Information contained in the Operational Protocols will include but is not limited to, a list of Information that each GIC Agency may share with the GIC under this Agreement, contact information for the Single Points of Contact and Departmental Representatives, and agreed operational arrangements that meet the intent of the Security Provisions and other Safeguards described below.

## **12. Safeguards to protect privacy**

Safeguards that will be applied to protect the privacy of individuals and ensure that any interference with their privacy is minimised are as follows.

### **Accuracy and reliability of Information**

GIC Agencies will use reasonable endeavours to ensure that the Information provided to the GIC is the most up-to-date Information that is held by the GIC Agency at the time it is provided. They will take responsibility for notifying the GIC of any constraints that may be appropriate for further use of their Information by other GIC Agencies.

The GIC will use reasonable endeavours to ensure that GIC Intelligence Products contain Information that is as accurate, up to date, complete, relevant, and not misleading as possible given the nature of the Information and that any appropriate constraints including any constraints attached by the originating agency are notified to recipients of the GIC Intelligence Products.

GIC agencies will use reasonable endeavours to ensure that when they use GIC Intelligence Products or Information contained in them or derived from them, the application and use reflects the standard and quality of the Information provided.

### **Storage of Personal Information**

Any GIC Agency receiving Personal Information under this Agreement will store the Personal Information in a secure system that protects the Information against unauthorised use, modification, access, and disclosure.

### **Transfer of Personal Information within a GIC Agency**

Any GIC Agency holding Personal Information collected under this Agreement may share that Information, for the purpose and objectives of the Agreement as set out in Clause 1 with another part of that GIC Agency and will take reasonable steps to ensure that:

1. The Information is only provided to, and accessed by, Appropriately Authorised Staff;
2. The Information is protected against unauthorised use, modification, access and disclosure; and
3. Information that is obtained with specific restrictions on how it is used is only shared in accordance with those restrictions.

### **Training**

Each GIC Agency shall ensure that staff with access to Personal Information under this Agreement either receive appropriate training and/or are issued with guidelines to ensure compliance with the terms and conditions of this Agreement.

### **Staff Obligations**

All GIC Agencies shall ensure that their staff and contractors who have access to Information covered by this Agreement are subject to contractual obligations which prohibit:

1. Unauthorised access to, or use of, Personal Information which is the subject of this Agreement; and
2. Unauthorised disclosure of Personal Information covered by this Agreement.

### **Security Provisions**

Each GIC Agency and the GIC will take such security precautions as are detailed in operational protocols agreed between the GIC Agencies. Operational protocols will be consulted on with the Privacy Commissioner and signed by all GIC Agency Chief Executives or their delegate.

Those operational protocols will specify:

1. Mechanisms for the secure transfer of Information to and from each GIC Agency and the GIC and within each GIC Agency and the GIC.
2. Appropriate training and guidelines that each GIC Agency and the GIC will adopt to ensure that Appropriately Authorised Staff share Information appropriately and in accordance with the terms of this Agreement.
3. Appropriate mechanisms and standard procedures to be implemented by each GIC Agency and the GIC to verify that Information shared under this Agreement is of an adequate standard and quality to be used as Intelligence or the standard and quality of the Information is adequately described and caveated so that its subsequent use reflects the standard and quality of the Information provided.
4. Secure storage and internal transfer of Information received under this Agreement by each GIC Agency and the GIC.
5. Processes and procedures within GIC Agencies and the GIC to ensure that the Information is not used inappropriately and remains protected.
6. Processes and procedures for authorisation of staff of GIC Agencies who may receive and use Information under this Agreement.

### **Disclosure**

No GIC Agency or the GIC will provide Information obtained under this Agreement to other agencies including other GIC Agencies unless that disclosure is:

1. consistent with any constraints applied by the GIC Manager and is authorised by law; or
2. required by law or the courts.

For example, if Information shared under this Agreement is used by New Zealand Police as part of a criminal prosecution, it may be required to be disclosed under the Criminal Disclosure Act 2008.

Nothing in this Agreement limits the requirements of that Act.

### **Access and correction requests for Personal Information under Information Privacy Principles 6 & 7**

Each GIC Agency and the GIC will be responsible for responding to requests for Personal Information as appropriate in the circumstances.

The GIC will be responsible for managing requests it receives for Personal Information and deciding whether it is best placed to respond to the request or whether to consult with the GIC Agency or GIC Agencies that provided that Information to the GIC on how they should jointly respond.

GIC Agencies will be responsible for managing requests they receive for Personal Information that they have provided to the GIC and for consulting with the GIC about their responses to those requests.

### **Privacy breaches**

Each GIC Agency and the GIC will be responsible for the investigation of privacy breaches, taking account of the Privacy Commissioner's privacy breach guidelines. Where Personal Information is found to have been inappropriately accessed or disclosed, the GIC Agency's or GIC's internal investigation processes will be applied.

### **13. Assistance statement**

All GIC Agencies and the GIC will provide any reasonable assistance that is necessary in the circumstances to allow the Privacy Commissioner or an individual who wishes to make a complaint about an interference with privacy to determine against which GIC Agency or the GIC the complaint should be made.

Once that determination has been made, the GIC Agency's or the GIC's internal complaints handling procedures will apply.

It is expected that all GIC agencies have a designated role accountable for the management of complaints and an adequately resourced process to receive and respond to complaints about any interference with privacy connected with the operation of this Agreement.

It is expected that all GIC agencies have a complaints procedure that provides for:

1. The acknowledgement of the receipt of a complaint;
2. The provision of information about any internal and external complaints procedures;
3. The investigation of complaints;
4. Reporting the results of the investigation; and any actions that will be taken as a result to the complainant; and
5. Providing the complainant with information about their right to complain to the Privacy Commissioner.

### **14. Security breaches**

If any GIC Agency or the GIC has reasonable cause to believe that any breach of any security provisions in or referred to in this Agreement has occurred or may occur, they may undertake investigations in relation to that actual or suspected breach as deemed necessary. All relevant GIC Agencies and the GIC shall ensure that reasonable assistance is provided to the investigating party in connection with all inspections and investigations. The investigating party will ensure that the other GIC Agencies and the GIC Manager are kept informed of any developments. Compliance by Inland Revenue Department officers with this obligation is subject to their obligations under the TAA.

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

### **15. Dispute resolution**

Should any dispute or differences relating to the interpretation or application of this Agreement arise, the relevant GIC Agencies will meet in good faith with a view to resolving the dispute or difference as quickly as possible.

If the relevant GIC Agencies are unable to resolve any dispute within 60 days, the matter shall be referred to the relevant Chief Executives, or their delegated representatives, for resolution.

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

## **16. Review of the Agreement**

A joint review of the Agreement may be undertaken whenever any GIC Agency believes that such a review is necessary.

If specified by the Privacy Commissioner, the Lead Agency shall conduct a review annually or at longer intervals to check that the safeguards in the Agreement are operating as intended, that they remain sufficient to protect the privacy of individuals and to ascertain whether any issues have arisen in practice that need to be resolved. The report will be included in the Agency's annual report.

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

## **17. Amendments to the Agreement**

Any amendments to this Agreement must be in writing and signed by the Chief Executives of all the GIC Agencies, or their delegates.

Amendments to the Agreement will be made in accordance with section 96V of the Privacy Act 1993.

All parties agree that an amendment necessary as a result of a GIC party exiting this Agreement in accordance with the terms of this Agreement, will be agreed to automatically by all Chief Executives of the GIC Agencies, or their delegates, on notice of such change from NZ Police.

Should the GIC Agencies be unable to agree on amendments to the Agreement, the matter shall be dealt with in accordance with clause 15 above.

## **18. Term, performance and termination**

The Agreement shall continue in force until either all the GIC Agencies agree to terminate the Agreement or the Order in Council is revoked.

A GIC Agency may notify its intention to exit this Agreement by providing written notice to the Departmental Representative for NZ Police. On receipt of such notice, NZ Police will notify the other GIC Agencies and the Privacy Commissioner and begin the process of amending the Agreement and facilitating the Order in Council required under section 96V of the Privacy Act to record the removal of the relevant GIC Agency as a party. Such exit shall be effective from when the relevant Order in Council is made, but other GIC Agencies and the GIC will treat the relevant GIC Agency as exited from the Agreement from the time notice is acknowledged as received by the Departmental Representative for NZ Police.

From the effective date of exit, the exiting GIC Agency will have no further rights or obligations under the Agreement, however, the exit will have no effect on the validity of the Agreement for the other GIC Agencies and the GIC (unless the exiting GIC Agency is the last GIC Agency bound by the Agreement, barring NZ Police).

There will be no obligation for any party to return or cease using any Information provided by or to any GIC Agency or the GIC prior to the exit of a GIC Party from this Agreement, simply as a consequence of that exit.

If any GIC Agency or the GIC requires Information to be kept confidential under this Agreement, that obligation survives termination of this Agreement, or the exit of this Agreement in respect of requirements of the exiting GIC Agency.

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

If performance of that party's obligations have been suspended for 6 months or longer, that party may notify its intention to exit this Agreement on the provision of written notice to the Departmental Representative for NZ Police. From receipt of that notice the requirements set out above in relation to notice of exit shall apply.

## 19. Departmental representatives

Each GIC Agency will appoint a contact person to co-ordinate the operation of this Agreement with the other GIC Agencies and the GIC and will ensure that the contact person is familiar with the requirements of the Privacy Act 1993 and this Agreement. The contact person for the GIC will be the GIC Manager. The initial contact persons are as follows:

<b>ACC</b>	Head of Integrity Services
<b>Department of Corrections</b>	Manager, National Intelligence Unit
<b>Department of Internal Affairs</b>	Manager, Information Partnerships, Service Delivery & Operations Branch
<b>Housing New Zealand</b>	Security Manager
<b>Inland Revenue Department</b>	Group Lead, Intelligence
<b>Ministry of Business, Innovation and Employment</b>	National Manager, MBIE Intelligence Unit
<b>Ministry of Education</b>	Group Manager, Data Information and Stewardship
<b>Ministry of Health</b>	Lead Data Steward
<b>Ministry of Social Development</b>	Strategic Intelligence Advisor, Security Intelligence Unit
<b>New Zealand Customs Service</b>	Manager, Intelligence
<b>New Zealand Gang Intelligence Centre</b>	GIC Manager
<b>New Zealand Police</b>	Manager National Intelligence Centre
<b>Oranga Tamariki – Ministry for Children</b>	Director Information Sharing (MSD)

All notices and other communication between the GIC Agencies and the GIC under the Agreement shall be sent to the contact persons specified above.

The contact persons set out above may be updated from time to time by notice from a GIC Agency (which may be by email) to all the other GIC Agencies and the GIC. Each GIC Agency individually is to ensure that the Privacy Commissioner is informed of the current contact persons for their Agency for this Agreement if they are not those set out above. The GIC Manager is to inform the Privacy Commissioner if there is a change to the GIC contact person for this Agreement.