

# **AGREEMENT**

**Between**

**THE MINISTRY OF BUSINESS, INNOVATION AND  
EMPLOYMENT (IMMIGRATION NEW ZEALAND)**

**and**

**THE DEPARTMENT OF INTERNAL AFFAIRS**

**Under section 26B of the Citizenship Act 1977**

**for the purpose of**

*Enabling the Department of Internal Affairs to access information held by Immigration New Zealand to determine whether an individual is eligible to be registered as a New Zealand citizen by birth or descent, granted New Zealand citizenship and for conducting Citizenship Investigations.*

**September 2019**

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## DEFINED TERMS

The following terms are defined for the purposes of this Agreement.

Term	Definition
Adverse action	Any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.
Agreement	This document and includes all appendices and subsequent variations made by the Parties
Applicant	A person that is applying or has applied for New Zealand citizenship by birth, descent or grant.
Citizenship application	The submission of a formal request for the provision of a service relating to New Zealand citizenship by birth, descent or grant. Application has a corresponding meaning.
Applicant's parent	The parent of a person that New Zealand citizenship is being applied for or registered.
AMS information	Personal information about an identifiable individual held by Immigration New Zealand in its Application Management System.
Application Management System (AMS)	The integrated system that holds personal information about identifiable individuals held by Immigration New Zealand.
Citizenship by birth	A person is a New Zealand citizen by birth if: <ul style="list-style-type: none"> <li>• the person was born in New Zealand on or after 1 January 1949 and before 1 January 2006; or</li> <li>• the person was born in New Zealand on or after 1 January 2006, and, at the time of the person's birth, at least one of the person's parents was:               <ul style="list-style-type: none"> <li>◦ a New Zealand citizen; or</li> <li>◦ entitled in terms of the Immigration Act 2009 to be in New Zealand indefinitely, or entitled to reside indefinitely in the Cook Islands, Niue, or Tokelau.</li> </ul> </li> </ul>
Citizenship by descent	The process for obtaining New Zealand citizenship when the individual is born overseas and at least one parent is a New Zealand citizen by birth or grant (except where the individual is entitled to New Zealand citizenship otherwise than by descent).
Citizenship by grant	The process for obtaining New Zealand citizenship when the individual is born overseas, applies for citizenship, satisfies the Minister that the individual meets the requirements and unless the Minister agrees otherwise attends a ceremony.
Citizenship Investigations	The process of investigating whether a person under investigation has committed an offence under sections 16, 17 or 27 or any other section of the Citizenship Act 1977 or the Crimes Act 1961.
Associated person	Person whose information is necessary to be accessed by DIA for the purposes of a citizenship investigation.
Authorised Staff Member	A Department of Internal Affairs (DIA) Staff Member working in the Service Delivery and Operations branch of DIA who is either: <ul style="list-style-type: none"> <li>• a DIA Case Officer; or</li> <li>• a DIA Investigator</li> </ul>

Disposal Authority	Authority granted by the Chief Archivist under the Public Records Act 2005 to dispose of or authorise the disposal of public records in under that Act.
DIA	The Department of Internal Affairs.
DIA application reference number	The application number assigned by DIA to an application that requires assessment of eligibility for New Zealand citizenship.
DIA enquiry reference number	The enquiry reference number assigned by DIA to a consent-based, pre-application check to assess whether a person may be eligible to apply for New Zealand citizenship by grant.
DIA Case Officer	A Department of Internal Affairs (DIA) Staff Member working in the Service Delivery and Operations branch of DIA who has the function and appropriate delegations to conduct consent-based pre-application checks and assess applications for the grant of citizenship and has been designated by the Secretary to access information under section 26B of the Citizenship Act 1977.
DIA Investigator	A Department of Internal Affairs (DIA) Staff Member working in the Service Delivery and Operations branch of DIA who has the function to conduct citizenship investigations and has been designated by the Secretary to access information under section 26B of the Citizenship Act 1977.
INZ	Immigration New Zealand, the part of Ministry of Business, Innovation and Employment (MBIE) that is responsible for immigration.
INZ applicant	A person that has applied for a service provided by INZ.
MBIE	The Ministry of Business, Innovation and Employment.
New Zealand citizenship	A person holds New Zealand citizenship if they have obtained New Zealand citizenship by birth, descent, grant, or otherwise than by descent, and it has neither been renounced or deprived.
Parties	DIA and MBIE
Person under investigation	A person whose application is being investigated to determine their entitlement or eligibility, or suspected offences relating to New Zealand citizenship under the Citizenship Act 1977, <a href="#">Immigration Act 2009</a> or the Crimes Act 1961.
Potential applicant	A person that has requested a consent-based, pre-application check to assess whether they may be eligible to apply for New Zealand citizenship by grant.
Presence requirement	The process of determining whether the applicant was present in New Zealand in accordance with the Citizenship Act 1977. This being days during which the applicant was entitled in terms of the <a href="#">Immigration Act 2009</a> to be in New Zealand indefinitely.
Service Delivery and Operations	The branch of DIA responsible for processing requests for registration of New Zealand citizenship by birth or descent and the administration of grants of New Zealand citizenship.
Service Provider	DXC Technology
Staff Member	A person working under a contract of employment or a contract of service for the Parties. DIA Staff Member and MBIE Staff Member have corresponding meanings.
Written notice	Notice given in writing and includes notice given by email.

This Agreement is made on

02 October 2019

**BETWEEN** The Deputy Chief Executive of Immigration New Zealand, Ministry of Business, Innovation and Employment ("MBIE")

**AND** The Secretary of Internal Affairs

Together referred to as "the Parties"

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## BACKGROUND

### Immigration New Zealand

- A. Immigration New Zealand ("INZ") is part of MBIE and responsible for immigration on behalf of the Government under the [Immigration Act 2009](#). MBIE provides services to manage the flow of migrants, returning residents and people seeking temporary entry into New Zealand. Additionally, MBIE enforces and promotes compliance with the Immigration Act 2009 and associated regulations.
- B. The personal information collected by INZ as a result of MBIE's responsibilities under the Immigration Act 2009 is held in the Application Management System ("AMS"). As a result, AMS holds personal information ("AMS information") about visas issued to foreign nationals and can be used to identify and monitor the movements of individuals through information held in the New Zealand Customs Service's database.

### Department of Internal Affairs

- C. The Department of Internal Affairs ("DIA") is responsible for the registration of New Zealand citizenship by birth or descent and administering grants of New Zealand citizenship on behalf of the Government under the [Citizenship Act 1977](#) and [Citizenship \(Western Samoa\) Act 1982](#). Additionally, DIA is responsible for determining entitlement or eligibility and investigating and where appropriate prosecuting offences relating to New Zealand citizenship under the [Citizenship Act 1977](#) and the [Crimes Act 1961](#).
- D. Access to AMS information assists DIA to efficiently and accurately establish whether a person:
  - (a) is entitled to be registered as a New Zealand citizen by birth;
  - (b) is entitled to be registered as a New Zealand citizen by descent; or
  - (c) meets the eligibility requirements to be granted New Zealand citizenship.
- E. Access to AMS information enables DIA to reliably verify whether the requirement to be present in New Zealand and entitled to reside indefinitely for the required period of time has been met. Additionally, access to AMS information also enables DIA to conduct citizenship investigations efficiently and reduce the administrative burden of the Parties.

## THE PARTIES AGREE:

### 1. Purpose

- 1.1. DIA is the recognised source of verified identity information about New Zealand citizens, and recognises that Immigration New Zealand has that role for non-New Zealand citizens. This Agreement records the terms on which MBIE grants DIA access to AMS information and verifies that applicants for Citizenship by Grant have a non-New Zealand identity established by MBIE.
- 1.2. This Agreement is entered into under the authority of section [26B](#) of the [Citizenship Act 1977](#) to enable Authorised Staff Members to access AMS information held by the Chief Executive of MBIE for the purposes of:
  - (a) assessing applications for New Zealand citizenship by grant;
  - (b) determining whether a person is eligible to be registered as a New Zealand citizen by birth;
  - (c) determining whether a person is eligible to be registered as a New Zealand citizen by descent; and
  - (d) conducting Citizenship Investigations.
- 1.3. The Agreement further provides for access to limited AMS information based on consent of an applicant for the purpose of completing customer consented pre-application checks and to assess whether a person may be eligible to apply for New Zealand citizenship by grant.

### 2. Commencement and Term

- 2.1. This Agreement will come into force on the date that it is signed on behalf of the Parties in clause 23.
- 2.2. This Agreement continues in effect until it is terminated in accordance with clause 19.

### 3. Effect of this Agreement

- 3.1. This Agreement confirms the relationship between the Parties is based on a spirit of goodwill and cooperation. The Parties will work together to achieve the purpose and terms of this Agreement.
- 3.2. This Agreement revokes and replaces all previous agreements or Memoranda of Understanding between the Parties relating to access to AMS information for citizenship purposes entered into prior to the date of this Agreement.
- 3.3. This Agreement does not constitute or create, and must not be deemed to constitute or create, any legally binding or enforceable obligations on the part of any of the Parties.

### 4. Ownership of AMS Information

- 4.1. AMS and the information contained in AMS remain the property of MBIE.

## **5. Use of AMS Information**

- 5.1. MBIE grants Authorised Staff Members of DIA access to applicant, and other related individuals as part of an investigation, information held in AMS solely in accordance with the purposes outlined in clause 1 above and the uses outlined in this clause.
- 5.2. To complete customer consented pre-application checks, to assess whether a potential applicant may be eligible to apply for New Zealand citizenship by grant by:
  - (a) verifying whether a potential applicant meets the legal criteria for presence in New Zealand prior to the date of their request;
  - (b) establishing whether a potential applicant is entitled to reside indefinitely in New Zealand;
  - (c) obtaining information relevant to whether a potential applicant is likely to meet the good character requirement for New Zealand citizenship by grant; and
  - (d) if relevant, obtaining confirmation that a potential applicant was granted the right to reside indefinitely in New Zealand due to their status as a refugee.
  - (e) establishing if the parents of an applicant meet the legal criteria for presence in New Zealand on behalf of their child.
- 5.3. To assess whether an applicant is eligible for New Zealand citizenship by grant by:
  - (a) verifying whether an applicant meets the legal criteria for presence in New Zealand prior to the date of their request;
  - (b) establishing whether an applicant is entitled to reside indefinitely in New Zealand;
  - (c) establishing if the parents of an applicant meet the legal criteria for presence in New Zealand on behalf of their child.
  - (d) obtaining information relevant to whether the applicant is likely to meet the good character requirement for New Zealand citizenship by grant; and
  - (e) if relevant, obtaining confirmation that an applicant was granted the right to reside indefinitely in New Zealand due to their status as a refugee.
- 5.4. To assess whether a person born in New Zealand on or after 01 January 2006 is eligible to be registered as a New Zealand citizen by birth by:
  - (a) obtaining confirmation whether, at the time of the person's birth, at least one of their parents was entitled to reside in New Zealand indefinitely;
  - (b) obtaining confirmation that, at the time of the person's birth, neither of the parents was entitled to reside in New Zealand indefinitely;
  - (c) obtaining information to verify whether a person was adopted in New Zealand, through an adoption order made in New Zealand, on or after 01 January 2006 by a person entitled to reside in New Zealand indefinitely.
- 5.5. To assess whether a person born outside New Zealand on or after 01 January 1978 is eligible to be registered as a New Zealand citizen by descent by:
  - (a) obtaining information about either of their parents' travel movements in and out of New Zealand to verify whether that parent, in absence of evidence to the contrary, may be a parent of that person;

- (b) obtaining information about either of their parents' travel movements in and out of New Zealand to determine whether the parents were outside of New Zealand to verify whether a person adopted outside New Zealand on or after 01 January 1978 is eligible to be registered as a New Zealand citizen by descent.
- 5.6. To assist with conducting Citizenship Investigations into applications to determine its factuality, entitlement or eligibility, or when a person is under investigation for suspected contraventions of sections 16, 17, 27 or any other section of the Citizenship Act 1977, or the Crimes Act 1961 by:
- (a) obtaining information about the travel movements of a person or related individuals under investigation; and
  - (b) if relevant, obtaining information about the travel documents used by a person or related individuals under investigation.

## **6. Direct Access to AMS Information by DIA**

### **Direct Access to AMS generally**

- 6.1. Authorised Staff Members will be provided with an individual login to access AMS information.
- 6.2. Authorised Staff Members will be able to use the AMS client search function to positively identify the record relating to a potential applicant, an applicant, applicant's parent or a person under investigation for the purposes outlined in this Agreement.
- 6.3. Authorised Staff Members may use information obtained from the following sources to positively identify the record of a potential applicant, an applicant, applicant's parent or a person under investigation held in AMS:
  - (a) information provided by a potential applicant, an applicant, applicant's parent or a person under investigation as part of an application for a service; or
  - (b) information available to Service Delivery and Operations about a person under investigation where a Citizenship Investigation is in progress.
- 6.4. Where an Authorised Staff Member has positively identified that a record held in AMS relates to a potential applicant, an applicant, applicant's parent or a person under investigation they will be able to access AMS client screens containing information recorded about that person.
- 6.5. The Authorised Staff Member may print an extract of AMS information if this is necessary to enable the AMS information to be used for the purposes of the Agreement (refer to 11.1).
- 6.6. The level of access to information in the AMS client screens for each Authorised Staff Member will be determined using the Authorised Staff Member Security Settings (refer to Appendix C).

### **Direct Access to AMS information about a potential applicant, applicant or applicant's parent**

- 6.7. Where an Authorised Staff Member accesses AMS information directly about a potential applicant, an applicant, applicant's parent for the purposes outlined in this Agreement, they must complete a DIA Information Request.
- 6.8. The DIA Information Request must contain the following information:



- (a) DIA application reference number or enquiry reference number;
- (b) date of enquiry;
- (c) name of Authorised Staff Member; and
- (d) the reason for accessing the AMS information.

6.9. This information may be released by MBIE as part of a request made under the [Privacy Act 1993](#) or the [Official Information Act 1982](#) (refer to clause 13) or used for assurance purposes (refer to clause 15).

#### **Direct Access to AMS information about a person under investigation**

- 6.10. Where an Authorised Staff Member has directly accessed AMS information relating to a person under investigation they are not required to complete a DIA Information Request. As a result, there will not be an entry in the AMS notes field.
- 6.11. Authorised Staff Members that directly access AMS information as part of a citizenship investigation will be required to record their access information to this information as part of the investigation case file.
- 6.12. Where an investigation has taken a significant period of time to conduct, AMS will be re-checked by an Authorised Staff Member to ensure no changes have been made to the file.

#### **Record of Direct Access to AMS Information**

- 6.13. All direct access to AMS information by an Authorised Staff Member will automatically be recorded in the AMS System Audit Log.
- 6.14. The records contained in the AMS System Audit Log will only be viewed by authorised technical staff within MBIE or third-party contractors or service providers, including the Service Provider.
- 6.15. The DIA Information Request providing a record of direct access to AMS information relating to a potential applicant, an applicant, or an applicant's parent will be retained in AMS and may be released by MBIE under the [Privacy Act 1993](#) and the [Official Information Act 1982](#) in accordance with clause 13 below.
- 6.16. The information contained in DIA Information Requests may also be used by the Parties for audit purposes as required.
- 6.17. All access as part of an investigation will be recorded in the investigation case file.

### **7. API Access to AMS Information by DIA**

- 7.1. AMS information may be exchanged between the Parties by direct access to the information via an Application Programming Interface ("API").
- 7.2. The process for sharing information via API is described in Appendix D.
- 7.3. Information is provided by Parties on a best endeavours basis, and as described in any associated service level agreement.
- 7.4. Not all alerts or warnings will be provisioned via the API, however these will remain available to DIA Investigators via the AMS front end.

## 8. Accuracy of Information

- 8.1. MBIE will take adequate steps to ensure that AMS information accessed by Authorised Staff Members is accurate.
- 8.2. The Parties recognise that while reasonable care is taken to ensure that AMS information is accurate there may be information held in AMS that is incorrect.
- 8.3. Where DIA has reasonable grounds to believe that AMS information about a potential applicant, applicant, applicant's parent or person under investigation is inaccurate it must notify the relevant MBIE contact person (refer to clause 23) within five working days by email.

## 9. Adverse Action

- 9.1. The following adverse action could occur as a result of DIA's access to AMS information under this Agreement:
  - (a) determination that a potential applicant is not eligible to apply for New Zealand citizenship by grant;
  - (b) determination that an applicant is not eligible to be granted New Zealand citizenship;
  - (c) determination that a person is not eligible to be registered as a New Zealand citizen by birth or descent; or
  - (d) legal action may be taken against a person under investigation.
- 9.2. Where necessary, DIA will take reasonable steps to independently confirm the accuracy of AMS information about an applicant, a potential applicant, applicant's parent or person under investigation before deciding to take adverse action.
- 9.3. Where either Party proposes to take adverse action as a result of access to AMS information about an applicant, a potential applicant or applicant's parent or person under investigation the affected person will be given notice and an opportunity to comment on the information received and provide additional information prior to adverse action being taken.
- 9.4. DIA will not be required to provide a person under investigation with notice that it proposes to take adverse action if:
  - (a) giving advance notice would prejudice an investigation;
  - (b) there are reasonable grounds to suspect that an offence or crime has been committed, is being committed or will be committed; and
  - (c) the AMS information is relevant to the prevention, detection, investigation or the provision of evidence of an offence or crime.

## 10. Security of Information

- 10.1. All information accessed under this Agreement is confidential information and will be accessed using a secure encrypted medium.
- 10.2. All DIA staff members with access to AMS information under this Agreement will at all times comply with the [Privacy Act 1993](#) and any other relevant legislation.
- 10.3. The Parties will ensure that:
  - (a) all AMS information made available under this Agreement is protected from unauthorised access, use, modification or disclosure;

- (b) all AMS information made available under this Agreement is stored on a securely managed computer system, or other secure storage system, with policies on access and use of information;
  - (c) all DIA staff members dealing with AMS information are aware of their responsibilities in relation to this Agreement, relevant legislation, and the strict limitations on the access to and use of AMS information.
- 10.4. Each Party will be responsible for ensuring that its Staff Members are kept informed of their obligations and comply with the requirements of this Agreement.
- 10.5. No AMS information made available under this Agreement will be accessed, used, shared or retained other than as expressly allowed in this Agreement.

## **11. Retention of Information**

- 11.1. DIA may retain information received under this Agreement held as part of a citizenship application or an application to assess a potential applicant's eligibility for citizenship, or an investigation in accordance with the [Public Records Act 2005](#) and the relevant disposal authority. This includes printed information (see 6.5).
- 11.2. The Parties will ensure that only the minimum information necessary will be retained for the purposes of this Agreement.

## **12. Disposal of Customer Consents to conduct Pre-Application Eligibility Checks**

- 12.1. DIA will manage customer consents to conduct pre-application eligibility checks in accordance with the Public Records Act 2005 and the relevant disposal authority.

## **13. Release of Information under the Privacy Act 1993 and Official Information Act 1982**

- 13.1. The Parties will be responsible for ensuring that their staff members are kept informed of their obligations and comply with the requirements outlined in this clause, including the exemptions in section 6(c) of the Official Information Act 1982 and section 27(1)(c) of the Privacy Act 1993, or any other relevant section or provisions of those Acts.

### **Privacy Act Requests**

- 13.2. MBIE may release information, including information contained in a DIA Information Request, as part of an individual's request for access to information held about them by INZ under the [Privacy Act 1993](#).
- 13.3. DIA may release information, including AMS information that has been added to an application to assess a potential applicant's eligibility for New Zealand citizenship by grant or a citizenship application to the potential applicant to the applicant as part of a request for access to information held about them under the [Privacy Act 1993](#).

### **Official Information Act Requests**

- 13.4. MBIE may release applicant information, including the information contained in the DIA Information Request, to another person that is not the INZ applicant in response to a request made under the [Official Information Act 1982](#).

- 13.5. DIA must transfer requests for access to immigration information, including AMS information, that are made by a person other than the individual concerned to MBIE under section 14 of the [Official Information Act 1982](#).
- 13.6. DIA may release information, including AMS information which has been added to an application to assess a potential applicant's eligibility for New Zealand citizenship by grant or a citizenship application, to a person other than the potential applicant or the applicant in response to a request for access to information under the [Official Information Act 1982](#).

## **14. Breaches of Security, Confidentiality or Privacy**

- 14.1. A Party must immediately notify the other Party of any actual or suspected unauthorised use or access to any information accessed or made available under this Agreement.
- 14.2. The Parties must also investigate any actual or suspected unauthorised use or access to AMS information made available under this Agreement.
- 14.3. If either Party has reasonable cause to believe that a breach of any privacy or security provision in this Agreement has occurred or may occur, that Party may undertake any investigation(s) it deems necessary.
- 14.4. Where a Party conducts an investigation under clause 14.3:
- (a) the other Party will provide the investigating Party with reasonable assistance; and
  - (b) the investigating Party will ensure that the other Party is kept informed of any developments.
- 14.5. Either Party may suspend its participation in this Agreement to allow time for a breach to be remedied in accordance with clause 19 below.

## **15. Assurance**

- 15.1. DIA must conduct the following assurance checks:
- (a) monthly audit of the list of Authorised Staff Members to ensure it is kept up to date and that DIA staff members that no longer require AMS access have their access removed (refer to Appendix A);
  - (b) confirm whether Authorised Staff Members are being trained appropriately and are aware of their responsibilities and obligations to preserve the privacy and security of AMS information;
  - (c) confirm whether Authorised Staff Members are regularly reminded of their responsibilities and obligations for preservation the security and privacy of AMS information;
  - (d) confirm whether there have been any security or privacy related incidents in relation to AMS system usage, use and disclosure of AMS information, including any unauthorised access, collection, use, disclosure or disposal;
  - (e) provide details of any security or privacy incidents related incidents involving DIA in relation to AMS system usage, use and disclosure of AMS information including any unauthorised access, collection, use, disclosure or disposal;

- (f) audit a random representative sample of AMS system access<sup>1</sup> on a six-monthly basis and AMS information usage to identify whether any breaches of this Agreement have occurred; and
  - (g) report on any other relevant operational matters that have been managed under this Agreement.
- 15.2. DIA will be responsible for reporting to MBIE on the outcome of the assurance checks outlined above, and any details of the assurance checks reasonably requested by MBIE, at an interval every six months, for the last six-month period. The first reports will be provided on a mutually agreed date.
- 15.3. Following the completion of assurance checks outlined above, DIA must provide a written assurance to MBIE signed by the Manager, Service Delivery BDMCAT at DIA to the ICT Systems Manager, Service Design and Performance at MBIE (refer to Appendix C).
- 15.4. MBIE reserves the right to audit the process and access to AMS information by Authorised Staff Members under this Agreement at any time, or to direct that checks be made.
- 15.5. If the assurance checks identify issues relating to the operation of this Agreement the Parties will meet in the spirit of goodwill and cooperation with a view to agreeing to a variation under clause 17.
- 15.6. If the Parties are unable to agree to a variation the Parties will follow the dispute resolution process outlined in clause 16.

## **16. Dispute Resolution**

- 16.1. If any dispute or difference of opinion arises out of or in connection with this Agreement, the Parties will meet in good faith and use their best endeavours to resolve the dispute as quickly as possible.
- 16.2. If the Parties are unable to resolve the dispute within 30 days, the matter will be referred to the Chief Executives of the Parties, or their delegated representatives, for resolution. The Chief Executives of the Parties, or their delegates, will meet as soon as practicable in order to resolve the dispute.
- 16.3. The Parties must continue to comply with the obligations in this Agreement despite the existence of any dispute.

## **17. Review**

- 17.1 The Parties agree to review the agreement every 12 months and report on the outcome to the Privacy Commissioner.
- 17.2 The Parties agree to undertake joint reviews on the operation of this agreement whenever either Party believes on reasonable grounds that such a review is necessary.
- 17.3 The Parties will cooperate with each other in any review and will take all reasonable steps to make available the necessary resources, facilities and information to facilitate each joint review.

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<sup>1</sup> At least 10 per cent of instances of access.

## 18. Variation

- 18.1. This Agreement may be varied by agreement between the Parties.
- 18.2. Any variation to this Agreement must be recorded in writing and signed by the Parties.

## 19. Suspension

- 19.1. The operation of this Agreement may be suspended at any time. The Party seeking to suspend the operation of the Agreement must give one month's written notice to the other Party and state the reasons for the suspension.
- 19.2. If the operation of the Agreement is suspended due to a dispute or difference of opinion arising out of or in connection with the Agreement this will be dealt with in accordance with clause 16 above.

## 20. Termination

- 20.1. This Agreement may be terminated at any time by agreement between the Parties.
- 20.2. The obligations in this Agreement concerning the security, use, retention and release of information under the [Privacy Act 1993](#) or [Official Information Act 1982](#) shall remain in force despite the suspension or termination of this Agreement.

## 21. Responsibility for Acts and Omissions of Staff Members

- 21.1. This Agreement does not alter the Parties' liability for the acts or omissions of its staff members.

## 22. Operational Costs

- 22.1. Neither party will pass the operational costs involved with this Agreement on to the other.
- 22.2. MBIE reserves the right to pass on any direct, ongoing operational or associated costs incurred as a result of further changes required to AMS to enable DIA's access to AMS for the purposes of this Agreement.

## 23. Key Contacts

- 23.1. The contacts for the Parties to this Agreement are listed below.

Contacts for DIA				
Name	Role	Phone number	Email	When to contact
Jeff Montgomery	General Manager and Registrar-General BDMCAT	[REDACTED]	[REDACTED]@dia.govt.nz	

Logan Fenwick	Manager Information Partnerships	[REDACTED]	[REDACTED]@dia.govt.nz	In the first instance for variations or issues
Adrian Jarvis	Manager Service Delivery (BDMCAT)	[REDACTED]	[REDACTED]@dia.govt.nz	
DIA Service Desk	DIA Service Desk	0800 495 72 72	dia.service.desk@dia.govt.nz	Service Desk to Service Desk communication only


Contacts for MBIE				
Name	Role	Phone number	Email	When to contact
MBIE service Desk	MBIE service Desk	[REDACTED] 0508 624348	<a href="mailto:MBIEServiceDesk@datacom.co.nz">MBIEServiceDesk@datacom.co.nz</a>	Changes or Removals of Authorised Staff Members.
Alison Duddell	Team Leader Application Management, ICT	[REDACTED]	[REDACTED]@mbie.govt.nz	
Alejandra Mercado	Operational Policy Manager, Service Design and Performance	[REDACTED]	[REDACTED]@mbie.govt.nz	
Bob Marshall	ICT Systems Manager, Service Design and Performance	[REDACTED]	[REDACTED]@mbie.govt.nz	
Scott Denby	Learning Delivery Manager, INZ		[REDACTED]@mbie.govt.nz	

**24. Execution of the Agreement**

**Signed** by Greg Patchell, Deputy Chief Executive, Immigration New Zealand, Ministry of Business, Innovation and Employment

Signed:  Date: 2 Oct 2019

**Signed** by Paul James, Secretary for Internal Affairs and Chief Executive of the Department of Internal Affairs

*Pav*  
Signed:  Date: 30/9/19  
(MARILYN LITTLE)



## **Appendix A – Authorised Staff Members**

### ***Becoming an Authorised Staff Member***

A DIA staff member becomes an Authorised Staff Member when the Team Leader delegated by the Manager Service Delivery (BDMCAT) notifies the Team Leader, Application Management ICT at MBIE by email that the person has the function and delegations outlined above.

DIA staff members with the following functions and delegations may become Authorised Staff Members for the purposes of this Agreement:

- (a) staff members working in the Service Delivery and Operations branch of DIA who have the function and appropriate delegations to conduct consent-based pre-application checks and assess citizenship applications; or
- (b) staff members working in the Service Delivery and Operations branch of DIA who have the function and appropriate delegations to conduct citizenship investigations.

Authorised Staff Members must have signed the DIA Code of Conduct.

Authorised Staff Members may be located in New Zealand or overseas.

### ***Maintaining a Register of Authorised Staff Members***

DIA must maintain a register of Authorised Staff Members and regularly update it.

As soon as practicable after the signing of this Agreement, Team Leader delegated by the Manager Service Delivery (BDMCAT) will provide a list of existing Authorised Staff Members to the appropriate contact person at MBIE (refer to clause 22).

### ***Changes to Authorised Staff Members***

DIA must notify the appropriate contact person at MBIE, within 5 working days, of any changes to the Authorised Staff Members, including any changes identified as part of the monthly review referred to in clause 15(a).

### ***Add New Authorised Staff Members to AMS***

To add a new Authorised Staff Member to AMS, the Team Leader delegated by the Manager Service Delivery (BDMCAT) at DIA will email the full name of the Authorised Staff Member to the MBIE Service Desk who will set up an AMS logon account for the new users. This email must also be copied to Team Leader, Applicant Management at MBIE (refer to clause 22).

The Team Leader Application Management at MBIE will set up the Officer Security Settings for the new Authorised Staff Member (refer to Appendix C).

### ***Suspending Authorised Staff Member Access to AMS***

Access to AMS by an Authorised Staff Member may be suspended by DIA contacting the MBIE Service Desk, and copying email to the Team Leader, Application Management, ICT and ICT Systems Manager, Service Design and Performance, at MBIE (refer to clause 22) by email as soon as possible.

When a notification is received, MBIE will be responsible for immediately suspending access to AMS.

### ***Removing Authorised Staff Member Access to AMS***

If a Authorised Staff Member no longer requires access to AMS, due to a change in their role or resignation, DIA must notify the MBIE Service Desk (refer to clause 22) by email as soon as possible.

When a notification is received, MBIE will be responsible for revoking access to AMS.

## **Appendix B – AMS Training and Technical Support**

### ***Training Authorised Staff Members to Access AMS***

DIA will be responsible for providing training to Authorised Staff Members using AMS including the relevant legislative requirements, policies and procedures.

MBIE will provide reasonable ongoing support to maintain the competency of training to Authorised Staff Members as required.

In the first instance, the appropriate contact person at DIA will contact the appropriate contact person at MBIE (refer to clause 22) to arrange support as required.

### ***Help Desk Support***

MBIE will provide technical assistance to support AMS access by Authorised Staff Members between 8:00am and 5:00pm, Monday to Friday.

The DIA Service Desk will contact MBIE Service Desk via phone or email to report an AMS incident, once they have reasonably confirmed the incident has not been caused by an environment issue in DIA systems.

If the issue cannot be solved by MBIE Service Desk and it is reasonably likely that the underlying cause of the incident is arising within the MBIE systems environment, they will escalate it as per normal procedures.

DIA agrees to make reasonable use of the MBIE Service Desk, primarily for technical assistance. General assistance regarding the use of AMS is not anticipated to be within the scope of this reasonable use.

### ***Service Continuity***

In the event that access to AMS is not available for extended length of time (for example, due to a disaster or outage) Authorised Staff Members will access the information held by MBIE through the manual Official Information Act request process.

### ***Hardware and Support***

#### **Hardware**

DIA will be responsible for:

- providing any hardware which is required to access AMS; and
- the cost of connecting DIA to AMS.

#### **Software – Changes to AMS**

If further changes are required to AMS to enable DIA's access to AMS in compliance for the purposes outlined in this Agreement, MBIE will be responsible for:

- AMS screen design and layout (in consultation with DIA);
- AMS software functionality (in consultation with DIA); and
- providing AMS software developers.

DIA will be responsible for:

- the direct and associated costs of developing screens which will be used to access AMS by DIA;
- the direct and associated costs of developing any electronic files required by DIA for use of AMS information; and
- the direct and associated cost of retrieving any electronic files required by DIA for use of AMS information.

The form and timing of the delivery of changes to AMS will be agreed between the Parties using the Change Request Form (refer to Appendix E).

Any direct or ongoing operational or associated costs incurred by MBIE, as a result of a request made by DIA under this clause, will be charged to DIA and agreed between the Parties as part of the Change Request approval process.

## Appendix C – Security Settings

The level of access that an Authorised Staff Member has to AMS information is determined by the “Officer Security Settings” for each Authorised Staff Member.

The table below states what can be seen by a DIA Case Officer or Investigator to enable them to carry out their work.

Required Attributes	Comments
INZ customer ID	
Customer's immigration status	
Given name	
Middle names	
Last name	
Gender	
Date of birth	
Country of birth	
Customer photo	
INZ investigation alert flag on customer	
All NZ Visa details ('Permits' under the Immigration Act 1987)	Only details of latest visa are available
Issuing country	
Visa number	
Visa type	
Visa status	
Visa start date	
Visa expiry date	
List of known aliases	
Given name	
Middle names	
Last name	
List of travel document details	
Travel document number	
Issuing country	
Nationality	
Expiry date	
Latest travel document number	
List of customer movements	
Travel document number	
Movement date	
Movement direction	
Embarking port	

Disembarking port	
List of known addresses for the customer	
List of known email addresses for the customer	
List of known phone numbers for the customer	
Customer biometric template (fingerprint)	
Customer biometric template (photo)	
INZ Application	
Applicants	Investigations access only
Bringups	Investigations access only
Cancel/Inactivate Application	Investigations access only
Change conditions	Investigations access only
Contacts	Investigations access only
Decision	Investigations access only
Labels	Investigations access only
Limited purpose	Investigations access only
Notes	Investigations access only
Reissue label	Investigations access only
Search	Investigations access only
Stage	Investigations access only
W&I Sponsorship	
File	
File transfer	
Family	
Notes	Investigations have write access to notes.
History Access	
Compliance	
Resolution	
Client alert	Investigations access only
Client warning	Investigations access only
Immigration doc	Investigations access only
Travel doc alert	Investigations access only
View Alert/Warning	Investigations access; Case Officers restricted view

## **Appendix D – Method of Information Sharing**

Information is exchanged via an API. The following apply:

- The information will be encrypted while in transit between the Parties;
- The API will validate queries and search results to ensure their validity; and
- Access to the API will be subject to role-based access controls;
- Any further terms mutually agreed prior to or during implementation of an API.

**Appendix E – Change Request Form**

<b>CHANGE REQUEST</b>
-----------------------

<b>Title of change request</b>	
<b>Requester</b>	
<b>Date Submitted</b>	

**Problem / Issue** (please give detail of the problem that needs to be addressed)

**What impact does this problem have?** (please give as much detail as possible in the description)

*[e.g. How many immigration applicants are affected? How often? How does this issue affect processing timelines? Are their concerns about the integrity of immigration? Are there any other impacts?]*

**Proposed solution** (please briefly describe the proposed solution to the problem)

**Any additional comments**

If you have additional documentation you wish to include, please email it together with this form. Please email the form to MBE’s Operational Policy Manager, Service Design and Performance and ICT Systems Manager, Service Design and Performance (refer to clause 22).

**Sign-off**

Name	Office / Branch	Position
		<i>(Area /4<sup>th</sup> Manager or above)</i>

**OPERATIONS SUPPORT TO COMPLETE**

<p><b>Impact</b></p> <p><input type="checkbox"/> Significant</p> <p><input type="checkbox"/> Medium</p> <p><input type="checkbox"/> Small</p>	<p><b>Priority</b></p> <p><input type="checkbox"/> High</p> <p><input type="checkbox"/> Medium</p> <p><input type="checkbox"/> Low</p>
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