



1 December 2025

Tēnā koe

Official Information Act request

Thank you for your email of 1 October 2025, requesting information about the Essential Travel Allowance policy and any policies restricting beneficiary movement.

I have considered your request under the Official Information Act 1982 (the Act). Please find my decision on each part of your request set out separately below.

We have considered your request in the context of Jobseeker Support (with work obligations). In order to provide you with permitted travel information across all benefit types, this would likely create substantial manual collation, and your request would likely be refused under section 18(f) of the Act.

We have not factored in any changes to permitted travel that occurred during the COVID-19 pandemic. Any changes to permitted travel during the COVID-19 period were exceptional and in response to the pandemic. If you are seeking information about any impacts to permitted travel during the COVID-19 period, please let us know and we will consider your request.

Under the Official Information Act 1982, I am requesting full disclosure of the following information. Given the implications for individual rights and freedoms, please also consider this request in light of the New Zealand Bill of Rights Act 1990 (particularly freedom of movement) and the Privacy Act 2020 (principle of transparency and access to personal information).

Question 1. Essential Travel Allowance Policy

** The date and decision making documents (including Cabinet papers, ministerial directions, operational guidelines, or internal memos) when the definition of "essential " travel was changed to include a 15 day allowance.*

There is no essential travel allowance policy or a travel allowance of 15 days, therefore this part of your request is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

Generally, a client cannot continue to receive Jobseeker Support while temporarily overseas unless they have a permitted travel reason. Clients with a permitted travel reason may continue to receive Jobseeker Support for up to 28 days in a 52-week period.

Permitted travel reasons are:

- to attend a significant event relating to a family member that the client would reasonably be expected to attend (essential travel)
- to attend a court case which the client is required to attend as a party or a witness
- to attend a job interview or follow up on a job prospect
- for clients with a disability, to receive vocational training or disability assistance-dog training not available in New Zealand
- for clients with a disability, to travel overseas for the sole or predominant purpose of competing in any overseas multinational or international Special Olympic or Paralympic Games competition
- to provide aid or assistance to a family member immediately following a natural disaster or adverse event.

Essential travel is further defined as overseas travel that is necessary for the client to attend a significant event relating to a family member. Family member includes any other person who is treated by the client as a member of their family.

Significant events are defined as events in relation to a family member that the client would reasonably be expected to attend. That is, the travel is essential to them and not attending the event would cause them emotional distress. Significant events include:

- to be with a seriously ill or injured, or dying family member
- to attend a funeral or unveiling in relation to a family member
- if the client missed a family member's funeral, to pay respects to a family member of the deceased
- to attend to legal matters in relation to the affairs of a deceased family member
- to attend the birth of a family member or be with a family member around the time of their giving birth
- to support a family member who is a party or witness to a court case
- to attend a wedding or civil union of a family member
- travel for a court ordered custody arrangement.

The remaining information that we have identified as relevant to this part of your request is publicly available on the Work and Income Map website, I am providing you with the relevant links here:

- Essential Travel: www.workandincome.govt.nz/map/income-support/main-benefits/jobseeker-support/changes-and-reviews-jobseeker-support/essential-travel-01.html
- Obligation to advise of departure from New Zealand: www.workandincome.govt.nz/map/income-support/main-benefits/jobseeker-support/changes-and-reviews-jobseeker-support/obligation-to-advise-of-departure-from-new-zealand-01.html.

** Any related instructions or staff guidance about this allowance is assessed, applied, or restricted.*

There is no essential travel allowance, therefore this part of your request is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

** Definitions of "essential travel" used internally, and whether they differ from the language presented to the public.*

The Ministry can confirm that there is no difference between the internal and public use of the term. Please refer back to the *Essential Travel* publicly available link: www.workandincome.govt.nz/map/income-support/main-benefits/jobseeker-support/changes-and-reviews-jobseeker-support/essential-travel-01.html.

Question 2. Movement Restriction Policies

** All current and historical policies (2019-present) that restrict or condition beneficiary travel or movement, including: Requirements for notifying MSD before domestic or international travel, limitations on extended domestic travel or leaving a region while receiving a benefit, restrictions tied to entitlements (suspension, reduction, or termination of payments due to absence).*

** Any internal instructions regarding surveillance, monitoring, or verification of travel and presence.*

The Ministry's policy guidelines on overseas travel for Jobseeker Support clients are publicly available on the Work and Income publicly available Map website and can be found at the following link: www.workandincome.govt.nz/map/income-support/main-benefits/jobseeker-support/changes-and-reviews-jobseeker-support/absence-from-new-zealand-01.html.

The Ministry's legislation in relation to overseas travel is publicly available on the New Zealand Legislation website. I have included the relevant links in the Social Security Act and Regulations (2018) here:

- *Obligation to notify absence from New Zealand:*
www.legislation.govt.nz/act/public/2018/0032/latest/DLM6783343.html
- *General rule: benefit not payable while beneficiary absent from New Zealand:*
www.legislation.govt.nz/act/public/2018/0032/latest/DLM6783585.html
- *Special absence rule: winter energy payment:*
www.legislation.govt.nz/act/public/2018/0032/latest/LMS4643.html
- *Regulations: factors affecting benefits: absence from New Zealand:*
www.legislation.govt.nz/act/public/2018/0032/latest/DLM6784008.html
- *Subpart 6 – Factors affecting benefits: absence from New Zealand:*
www.legislation.govt.nz/regulation/public/2018/0202/latest/LMS96652.html?search=ts_act%40bill%40regulation%40deemedreg_social+security*resel_25_a&p=2

Question 3. Consultation and Oversight

** Any consultation records with external agencies (immigration New Zealand, Ministry of Health, Police, Corrections, or others) about travel related beneficiary restrictions.*

** Any legal or human rights assessments undertaken before implementing movement restricting policies, including compliance checks with the NZ Bill of Rights Act 1990.*

Your request for this information is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

Question 4. Use of Automated Systems

** Confirmation of whether automated decision making tools, AI systems, or algorithmic flags are used to determine or restrict travel related entitlements.*

** Policies or safeguards that govern the use of such systems in relation to client movement and travel.*

Please refer to the attached **Appendix One** which provides the following documents that we have identified as within scope of your request:

- Information Sharing Agreement Between The Ministry of Social Development And The New Zealand Customs Service, dated March 2019
- Appendix A: Operational protocol to support the Arrivals/Departures Approved Information Sharing Agreement Between Ministry of Social Development and New Zealand Customs Service.

Please note that some information has been withheld as it has been deemed as out of scope of your request.

Further information about the Information Sharing Agreement between the Ministry and the New Zealand Customs Service is available on the Work and Income Map webpage: www.workandincome.govt.nz/map/income-support/main-benefits/new-zealand-superannuation/changes-and-reviews-new-zealand-superannuation/fails-to-advise-of-absence-01.html.

Question 5. Impact Data

** Statistics (2019-present) showing how many beneficiaries have had payments suspended, reduced, or cancelled due to travel-related policies. Please break down by reason (domestic travel, international travel, length of absence, etc).*

Please refer to the attached **Appendix Two** which provides the number of working age main benefit cancellations for the reason 'Left New Zealand' from 1 July 2020 to 30 June 2025, broken down by financial year.

The part that requests the number of beneficiaries that have had payments suspended, the number of beneficiaries that have had their benefit reduced due to travel related policies, and whether they were travelling domestically or internationally, is refused under section 18(f) of the Act, as substantial manual collation would be required to collate this information. If held, this information would only be contained within individual client files, which would each require

manual review to respond to your request. The greater public interest is in the effective and efficient administration of the public service.

I have considered whether the Ministry would be able to respond to your request given extra time, or the ability to charge for the information requested. I have concluded that, in either case, the Ministry's ability to undertake its work would still be prejudiced.

** Any audit logs or internal reviews on the fairness, consistency, or error rates of decisions relating to travel restrictions.*

Question 6. Recent Changes (2020-present)

** A list of all new or amended policies since 2020 that directly or indirectly restrict beneficiary travel or movement. Please include the date of implementation and a short description of each.*

Your request for this information is refused under section 18(e) of the Act as this document does not exist or, despite reasonable efforts to locate it, cannot be found.

I will be publishing this decision letter, with your personal details deleted, on the Ministry's website in due course.

If you wish to discuss this response with us, please feel free to contact OIA_Requests@msd.govt.nz.

If you are not satisfied with my decision on your request, you have the right to seek an investigation and review by the Ombudsman. Information about how to make a complaint is available at www.ombudsman.parliament.nz or 0800 802 602.

Ngā mihi nui

pp.



Anna Graham
General Manager
Ministerial and Executive Services



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



Appendix A

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

Between

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

and

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

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

Updated June 2021

SIGNATORIES

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



Liz Jones
Acting DCE Service Delivery

Date 15/6/21

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



Sharon May
DCE Finance, Technology and Infrastructure

Date 22/06/21

1 Parties

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

MSD is the Lead Agency.

AND

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

2 Background

The "Arrivals/Departures" AISA

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

3 Interpretation

3.1 In this document, unless the context otherwise requires:

“AIMOS”	means the Automated Information Matching Operating System: a case management tool that assists MSD to process and report on its information matching programmes.
“AISA”	means the Approved Information Sharing Agreement between Customs and MSD, developed under part 9A of the Privacy Act and brought in to force by Order in Council from 20 May 2019.
“Beneficiary”	means a person who has been granted a benefit, including a recipient of New Zealand Superannuation, Veterans Pension or Student Allowance.
“Benefit”	has the meaning given to that term in Schedule 2 of the Social Security Act 2018, and includes – <ul style="list-style-type: none">(a) a lump sum payable under section 90 of that Act(b) any special assistance payable under a programme approved under section 101 of that Act(c) a Student Allowance
“Client”	means an applicant for or recipient of a benefit.
“CusMod”	means the New Zealand Customs Service’s core business IT system.
“CusMod information”	means passenger records held on CusMod.
“Departure/arrival information”	means personal information supplied by Customs to MSD as permitted by the AISA and set out in clause 2 of Schedule 1 of this protocol. Note that this definition differs from the definition of “arrival/departure information” in the Customs and Excise Act 2018.
“Expiry of eligibility”	means expiry of eligibility because the client is not in New Zealand.
“IAP”	means the Information Analysis Platform that holds replicas of the data from core MSD application systems.
“IIC”	means the MSD Integrity Intervention Centre.
“IIO”	means Integrity Intervention Officer.
“Match”	means an individual client’s information held by MSD corresponding with information supplied by Customs about potentially the same person; and “Matches”, “Matching” and “Matched” have corresponding meanings.
“Lead agency”	means the public sector agency that is designated in the AISA and Order in Council as the lead agency. MSD is the lead agency for this agreement.

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

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

“NZSOS Programme” The COVID-19 New Zealanders Stranded Overseas Support Programme (NZSOS Programme) means the special assistance programme established on 20 April 2020 to allow continued financial support to MSD clients who are stranded overseas because of COVID-19. This programme has been extended and expires on 31 August 2021.

“Protocol” means this document, including its schedules.

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

4 Purpose of the protocol

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

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

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

5 Structure of the protocol

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

5.2 Schedule 1 sets out:

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

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

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

6 Effect and order of precedence

- 6.1 This protocol has been developed under clause 10 of the AISA. It governs how the information sharing that is permitted by the AISA will occur in practice. The Parties are required to comply with it.
- 6.2 If there is a discrepancy between what the AISA permits and the terms of this protocol (including its Schedules), it is the terms of the AISA that prevail.

7 Term and termination

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

8 Review and variance

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

9 Legal Authority and Application of the Privacy Act 1993

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

10 Management of the Relationship and Primary Contacts

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

11 Costs

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

12 Dispute resolution

- 12.1 If any dispute or difference arises between the Parties about the interpretation, application or need for variation of this protocol, the Parties will negotiate in good faith with a view to resolving that dispute or difference as quickly as possible.
- 12.2 In the first instance, the relevant primary contacts will work together to identify the reasons for disagreement and what can be done to achieve agreement.

- 12.3 If agreement cannot be reached, the issue will be escalated within 28 days to the relationship managers, who will be asked to make judgements necessary to resolve the issue.
- 12.4 If resolution is still not possible, the matter will be referred to the Chief Executive of MSD and the Comptroller of Customs, or their delegated representatives, in order to resolve the dispute.

13 Public comment

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

14 No assignment or subcontracting

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

Schedule 1

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

1 Permitted purposes of information sharing

- 1.1 The Parties agree that personal information will only be shared and used for the purposes permitted by the AISA. These purposes are:
- (a) to verify the entitlement or eligibility of any client travelling overseas to receive a benefit;
 - (b) to verify the amount of any benefit that –
 - (i) a client travelling overseas is entitled or eligible to receive; or
 - (ii) a client who has travelled overseas was entitled or eligible to receive;
 - (c) to avoid the overpayment of benefits and debts to the Crown being incurred by clients travelling overseas; or
 - (d) enabling the recovery of any debt due to the Crown in respect of any benefit.

2 What information can be shared?

- 2.1 The information ("Departures/Arrivals information") that can be shared between the Parties is set out below.
- 2.2 Included in the file to be transferred are 1 batch header, 1 batch footer and multiple movement records.

Batch Header

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

Batch footer

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

Movement records

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

3 Frequency of supply of information

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

4 Transfer of information to MSD and file validation

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

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

5 Matching process

Information used for the match

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

6 Identity confirmation process

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

7 Notifying clients

Notice of adverse action for certain payments

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

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

Notification process for clients receiving all other payments

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

8 Security of Information

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

Security during transfer of information

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

Security of information at rest

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

Security during or after a disaster

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

Role-based access and training

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

9 Accuracy and completeness of information

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

10 Retention and destruction of information

Retention of information where a match is found

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

Retention of information where there is no match found

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

No new databank

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

11 Incident notification

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

12 Access and correction requests

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

13 Reporting

- 13.1 MSD is responsible for reporting on the operation of the information sharing permitted by the AISA:
- at intervals required by the Privacy Commissioner under section 96U of the Privacy Act 1993
 - and about the matters required by the Privacy Commissioner under section 96T of the Privacy Act 1993 (selected from the list in clause 9 of the Privacy Regulations 1993).
- 13.2 MSD must establish and maintain a system that enables the required reporting to occur.
- 13.3 MSD must include any report in its Annual Report under the Public Finance Act 1989 and in accordance with sections 96S to 96U of the Privacy Act.

Schedule 2

Online enquiry access to CusMod

1. Purpose

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

2 Relevance, timeliness, completeness and integrity of information

2.1 Relevance

2.1.1 An IIO will only access information on CusMod for the purposes permitted under the AISA and this protocol.

2.1.2 In particular, CusMod will only be used by an IIO for the following purposes:

- a) support the accurate identification of the client; or
- b) determine whether the client is in New Zealand; or
- c) determine whether the client continues to be eligible for one or more benefits.

2.1.3 In accordance with the purposes in clause 2.1.2, CusMod will be used in the following circumstances:

- a) where a positive match is identified during the data matching process described in Schedule 1 (the data match), but the accuracy of the match result requires verification; or
- b) for the purpose of the COVID-19 New Zealanders Stranded Overseas Support Programme (NZSOS Programme):
 - (i) where a positive match is identified during the data match, but the client has made contact to advise they are not currently overseas; or
 - (ii) where a positive match is identified during the data match but the accuracy of the match result requires verification
 - (iii) where there has not been a positive match during the data match, but the client has made contact to advise they are stranded overseas; or
 - (iv) where MSD intends to suspend payments at the conclusion of the NZSOS Programme, to determine whether the client is still overseas.

2.1.4 MSD access to CusMod for the purpose of the NZSOS programme ceases on 30 October 2021 unless an extension is agreed by both parties in writing and reflected in an update to this operational protocol.

- 2.1.5 Before accessing CusMod, MSD must believe on reasonable grounds that the information held on CusMod is or may be capable of resolving one or more of the matters referred to in clause 2.1.2.

2.2 Timeliness and expected volumes

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

2.3 Completeness and integrity

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

3 Query technique

- 3.1 Records will initially be searched using name and date of birth information. In some cases, a passport number (where available) may be used to verify travel movements.
- 3.2 To support the search function, Customs will make a facility available to complete a soundex search simultaneously when a client name search is being completed. The soundex facility means that the system will search for all surnames with a similar sound and/or spelling when completing the search. This function will provide support in locating differently spelt versions of a person's name.
- 3.3 On entry of this search term, CusMod will display all persona and passport matches it finds to an interim window on a “passenger search” screen. The following information will be displayed:
- (a) Passport number, country of citizenship
 - (b) Given names, surname, date of birth
 - (c) Gender
 - (d) Passport status (holder or endorsement)
- 3.4 The IIO will use this information to determine whether there is a match with the

active client information that MSD holds. The IIO will only continue to use CusMod where a match is established.

- 3.5 Once a match is established in CusMod, the client is selected and a request made to the system to display passenger travel movement information. This screen will display the following information:
- (a) Full name
 - (b) Date of birth
 - (c) Nationality
 - (d) Gender
 - (e) Passport number and country of citizenship
 - (f) Date and place of departure from New Zealand; destination; and all flight/craft details
 - (g) Date and place of arrival in New Zealand; point of departure to New Zealand; and flight/craft details.
- 3.6 Where a search has been successfully completed in CusMod, a printout will be obtained and attached to the client's file. The information obtained will remain on the file and may form part of the critical data to make a decision about eligibility for a benefit. It will be destroyed subject to any applicable destruction protocols.
- 3.7 Where the search does not satisfactorily resolve the query, no data will be used in relation to a client or attached to the client's file.

4 Controls and security

4.1 Control of access to CusMod

- 4.1.1 Access to CusMod is controlled by Customs. MSD will nominate staff that they consider suitable to have access to CusMod. To gain access to CusMod, the IIO must complete an application and MSD must forward the application to Customs. Customs will complete the appropriate security checks for applicants and make a final decision on access rights.
- 4.1.2 IIOs will have read-only access. They must not be able to make any changes to information held in CusMod.
- 4.1.3 Each IIO who is authorised to access CusMod will be assigned a unique user logon and password, so that each staff member making enquiries can be uniquely identified.
- 4.1.4 No more than 50 IIOs will be authorised to access CusMod, unless MSD obtains the prior approval of Customs.

- 4.1.5 Access to CusMod will be secured via the transport protocol, user logon and permitted functions within the workflow management system. All network traffic must take place via a secure 128 SSL session (https) or in accordance with any updated government security standards – no access will be via any other protocol.
- 4.1.6 IIOs will only be allowed to access CusMod using an authorised MSD device and from within the recognised MSD network.

4.2 Security

- 4.2.1 Customs will:
 - (a) be responsible for the security of CusMod information, including during its transmission to MSD
 - (b) maintain a register of IIOs who are authorised to access CusMod
 - (c) ensure that an IIO's access is removed once MSD advises Customs that the employee no longer requires access.
- 4.2.2 MSD will:
 - (a) ensure the security of data that it holds during transmission to Customs
 - (b) ensure that IIOs are clear which CusMod files they are allowed to access and for what purposes
 - (c) advise Customs when an IIO no longer requires access to CusMod
 - (d) report any security breaches to Customs immediately
 - (e) validate the CusMod generated list of enquiries against its own records and resolve any variances.

5 Retention and destruction of information

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

6 Databank of previous queries

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

7 Audit process

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

Schedule 3

Operating costs and contacts

1. Operating costs

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

2 Contacts

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

Appendix 1

Match levels

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



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



Information Sharing Agreement

Between

The Ministry of Social Development

And

The New Zealand Customs Service

Pursuant to Part 9A of the Privacy Act 1993

March 2019

Information Sharing Agreement

The Parties

The New Zealand Customs Service (Customs)

(acting through the Comptroller of Customs)

The Ministry of Social Development (MSD) – Lead Agency

(acting through the Chief Executive of MSD)

The Agreement

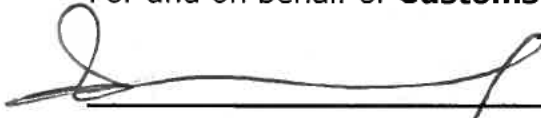
This Agreement is put in place under Part 9A of the Privacy Act 1993 to enable the Parties to share Information for the purposes of:

- (a) verifying the entitlement or eligibility of any Beneficiary travelling overseas to receive a Benefit;
- (b) verifying the amount of any Benefit to which any Beneficiary travelling overseas is or was entitled or for which they are or were eligible;
- (c) to avoid the overpayment of benefits and debts to the Crown being incurred by Beneficiaries travelling overseas; and
- (d) enabling the recovery of any debt due to the Crown in respect of any Benefit.

Acceptance


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

For and on behalf of **Customs:**



Bill Perry
Acting Comptroller of Customs
New Zealand Customs Service

For and on behalf of **MSD:**



Debbie Power
Chief Executive
Ministry of Social Development

Date 1/4/19

BACKGROUND

- A. The Parties currently share information under the “arrivals and departures” information matching agreement created under section 280 of the Customs and Excise Act 1996 (the Current Agreement). This enables them to share specified information for specified purposes.
- B. The Parties wish to create an Approved Information Sharing Agreement, created and governed under Part 9A of the Privacy Act:
 - that replaces the Current Agreement,
 - that enables MSD to dispense with the notice period required by s96Q of the Privacy Act before suspending Specified Payments.
- C. The Parties note that “Specified Payments” do not include New Zealand Superannuation, Veterans Pensions or Student Allowances. This Agreement therefore does not affect the obligation to provide notice before any action is taken to suspend those payments.
- D. Enabling MSD to dispense with the notice period before suspending Specified Payments will help to prevent people travelling overseas from incurring a debt that they then have to repay to MSD on their return.

TERMS

1. Defined Terms

In this Agreement, including the Background, unless the context otherwise requires:

Adverse Action has the meaning specified in section 96C of the Privacy Act 1993.

Authorised Staff in relation to a Party, means staff of that Party who are authorised to disclose, receive or use Information under this Agreement.

Beneficiary means a person who has been granted a benefit, including a recipient of New Zealand Superannuation, Veterans Pension or Student Allowance.

Benefit has the meaning given to that term in Schedule 2 of the Social Security Act 2018, and includes—

- (a) a lump sum payable under section 90 of that Act
- (b) any special assistance payable under a programme approved under section 101 of that Act
- (c) a Student Allowance

Information means the personal information that may be shared between the Parties under this Agreement, as described in Schedule 1.

Lead Agency means MSD.

Minor Amendments means amendments to this agreement that relate only to:

- a) the fees and charges payable under the agreement; or
- b) the name or description of a Party to the agreement; or
- c) any terms or conditions of the agreement that the Lead Agency considers, after consulting the Privacy Commissioner, do not, or are unlikely to, have any effect on the privacy implications of the agreement.

Operational Protocol means a protocol that the Parties enter into pursuant to this Agreement, which sets out the operational arrangements by which the Parties may share Information.

Order in Council means the Order in Council that approves this Agreement and that is made under sections 96J to 96L of the Privacy Act 1993.

Party means Customs or MSD and **Parties** means both Customs and MSD.

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

Privacy Commissioner means the Commissioner holding that office under section 12 of the Privacy Act 1993.

Specified Payment means Benefit, excluding New Zealand Superannuation, Veterans Pension and Student Allowance.

Student Allowance means an allowance established by regulations made under section 303 of the Education Act 1989.

Working Day means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, Labour Day, the Sovereign's birthday, and Waitangi Day; and
- (b) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
- (c) a day in the period commencing with 25 December in any year and ending with 15 January in the following year.

2. Purposes of this Agreement

This Agreement authorises the information sharing arrangements between the parties for the purposes set out in clause 3. In particular it:

- replaces the existing information matching agreement for the Arrivals/Departures Match entered into under section 280 of the Customs and Excise Act 1996;
- requires the Parties to create a new operational protocol to govern the operational aspects of the sharing;
- provides that MSD may suspend benefit payments without first providing a beneficiary with an opportunity to comment (except for New Zealand Superannuation, Veterans Pension or Student Allowance recipients) when eligibility expires as a result of overseas travel;
- specifies the safeguards that are required to protect privacy.

3. Purposes for which information may be shared

This Agreement authorises the sharing of personal information for the following purposes:

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

4. Personal information that may be shared under Agreement

The Information about a person that Customs may share with MSD is collected by Customs from persons departing from or arriving in New Zealand and is set out in Schedule 1.

5. How MSD may use personal information

MSD may use the Information in accordance with the information sharing process authorised by this Agreement, for one or more of the purposes described in clause 3 of this Agreement.

6. Exemptions to information privacy principles

For the purposes of this Agreement, information privacy principles 2, 10 and 11, which are set out in section 6 of the Privacy Act 1993, are modified (by the Order in Council that approves this Agreement) as follows:

(a) Principle 2: Source of Personal Information

It is not a breach of information privacy principle 2 for MSD to collect the Information from Customs in accordance with this Agreement.

(b) Principle 10: Limits on use of Personal Information

It is not a breach of information privacy principle 10 for MSD to use the Information in accordance with this Agreement.

(c) Principle 11: Limits on disclosure of Personal Information

It is not a breach of information privacy principle 11 for Customs to disclose the Information to MSD in accordance with this Agreement.

7. The public services that this Agreement is intended to facilitate

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

- (a) the accurate and efficient assessment of entitlements to Benefits; and
- (b) ensuring MSD client debt is reduced.

8. Adverse Actions

- (a) Section 96R of the Privacy Act 1993 allows an Information Sharing Agreement to provide that a party to that kind of agreement may give a shorter period of notice than the 10 working day period referred to in section 96(Q)(2)(b) of that Act, or dispense with the notice requirement before taking adverse actions.
- (b) The Parties agree that MSD may dispense with the notice requirement under section 96Q of the Privacy Act 1993 in order to immediately suspend all or part of a Specified Payment because a person has been outside New Zealand for longer than allowable to continue receiving that Specified Payment ("the ineligibility").
- (c) MSD must, immediately after the decision to suspend the Specified Payment, write to the person:
 - (i) Providing details of the ineligibility;
 - (ii) Notifying the person that the Specified Payment has been suspended; and
 - (iii) Advising the person of their right to review and appeal the Ministry's decision.
- (d) In relation to Benefits that are not Specified Payments, MSD will provide written notice to individuals in advance of any Adverse Action proposed to be taken against them, in accordance with section 96Q of the Privacy Act.

- (e) The Adverse Actions MSD may take under this Agreement are specified at Schedule 2.
- (f) MSD staff will comply with all MSD policies and guidelines before taking any adverse action. MSD will use existing systems and practices to ensure the correct identity of Beneficiaries before using the Information.

9. How to access Agreement

- (a) A copy of the Agreement is available online at <http://msd.govt.nz> and <http://customs.govt.nz>
- (b) A copy of the Agreement is also available at MSD, 56 The Terrace, Wellington.

10. Overview of operational details

- (a) The Information to be shared is set out in this Agreement. The operational details setting out how the information sharing will work is set out in the operational protocol.
- (b) MSD will compare the Information that Customs discloses under this Agreement with information that MSD holds about Beneficiaries and their entitlements to Benefits, and use it for the purposes specified in clause 3 of this Agreement.
- (c) MSD will use existing systems and practices to ensure the correct identity of Beneficiaries before using the Information.
- (d) If clause 8(b) of this agreement applies, MSD may suspend a Specified Payment immediately, but must follow the process in clause 8(c) to notify the Beneficiary of the suspension.
- (e) In relation to Benefits that are not Specified Payments, MSD will provide written notice to individuals in advance of any Adverse Action proposed to be taken against them, in accordance with section 96Q of the Privacy Act.
- (f) The operational protocol will contain operational details about how the Parties may share Information under this Agreement, including:
 - (i) security arrangements and technical standards in relation to the transfer and use of Information;
 - (ii) procedures to verify an individual's identity, to identify any discrepancies in the Information about that individual that is held by each Party, and to update that individual's records;
 - (iii) provisions that specify how frequently Information is to be shared and in what format;
 - (iv) requirements in relation to the retention and disposal of Information;
 - (v) relationship principles and provisions that clarify the role of each Party;

- (vi) governance processes, including processes that enable regular review of the operational protocol and resolution of any disputes between the Parties;
- (vii) provisions that specify how the operational protocol may be amended or terminated and any requirements (such as confidentiality provisions) that continue to apply after termination; and
- (viii) contact details for Authorised Staff.
- (g) Operational details will be included in the operational protocol, rather than in this Agreement, as they may need to be regularly updated over time, and they relate to matters that it is appropriate for the Parties to manage internally within their respective organisations.
- (h) Information will only be accessible by those Authorised Staff who need to use it for the purposes of this Agreement.
- (i) Each Party will be responsible for responding to requests for Personal Information as appropriate in the circumstances, in accordance with Part 4 of the Privacy Act 1993.

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

(a) Security Provisions

Each Party will have mechanisms and procedures for:

- (i) the secure storage and transfer of Information in accordance with government security standards, as applicable to the operational protocol;
- (ii) the appointment of Authorised Staff;
- (iii) training of Authorised Staff to share Information appropriately and in accordance with this Agreement;
- (iv) ensuring the Information is of adequate quality at the time it is provided to the other Party;
- (v) ensuring the Information is only used for the purposes specified in this Agreement.

Accuracy and Correction

- (b) MSD will take all necessary and reasonable steps in accordance with information privacy principle 8 to ensure that Beneficiaries who may be adversely affected by the information sharing are accurately identified, and that Specified Payments are only suspended when they are no longer eligible to receive them.
- (c) If MSD suspends a Benefit (including a Specified Payment) in error under this Agreement, it will ensure that the error is corrected and any applicable repayment is made to the Beneficiary promptly and as soon as reasonably practicable.

(d) **Disclosure**

Neither Party will disclose the Information to any third party, except as required or permitted by law.

(e) **Privacy/security breaches**

- (i) Each Party will be responsible for the investigation of privacy/security breaches, as appropriate in the circumstances.
- (ii) If a Party has reasonable cause to believe that a breach has occurred or may occur, that Party will:
 - a. notify the other party; and
 - b. investigate the actual or suspected breach as it deems necessary.
- (iii) The other Party will ensure that reasonable assistance is provided to the investigating Party in connection with the investigation.
- (iv) The investigating Party will ensure that the other Party is kept informed of any developments.
- (v) Where an investigation confirms a privacy/security breach has occurred, the investigating Party will notify:
 - a. the other Party first; and then
 - b. the Privacy Commissioner, if required, in accordance with the Privacy Act and the Privacy Commissioner's Privacy Breach Guidelines.
- (vi) A Party may suspend its sharing of Information under this Agreement to allow time for a breach to be remedied.

(f) **Audit and reporting**

- (i) The Parties will assess the operation of this Agreement every two years 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.
- (ii) This assessment may (as agreed by the Parties) involve a full audit or another form of assessment that is less than a full audit and that enables the exchange of letters of assurance between the Parties.
- (iii) The Parties will co-operate with each other during the assessment process and will take all reasonable actions to make the required resources available.
- (iv) The Lead Agency will report annually on the operation of this Agreement as part of its annual report, in accordance with sections 96S to 96U of the Privacy Act 1993.

12. Assistance statement

The Parties 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 the Party against which the complaint should be made.

13. Dispute resolution

- (a) Should any dispute arise in relation to this Agreement, the Parties will meet in good faith to attempt to resolve it as quickly as possible.
- (b) If the Parties are unable to resolve the dispute within 60 days, the matter shall be referred to the relevant Chief Executives, or their delegates, for resolution.
- (c) Subject to clauses 10(f)(vi) and 14(b), the Parties will continue to comply with their obligations under this Agreement despite the existence of any dispute.

14. Amendments

- (a) Any amendments to this Agreement must be in writing and signed by the Chief Executives of the Parties, or their delegates.
- (b) Amendments to this Agreement, other than Minor Amendments, will have no effect unless approved by the Governor-General by further Order in Council.
- (c) Amendments to this Agreement will be made in accordance with section 96V of the Privacy Act 1993.
- (d) Amendments to the operational protocol must be, at a minimum, in writing and signed by the Parties and otherwise made in accordance with the terms of that operational protocol.
- (e) If the Parties are unable to agree on any amendments, the matter will be dealt with under clause 13.

15. Term and termination

- (a) This Agreement comes into force on the date specified in the Order in Council and shall continue in force until the Parties agree to terminate it or the Order in Council is revoked.
- (b) A Party may suspend, limit, or terminate its participation in this Agreement if it appears to that Party that the terms of the Agreement or the Order in Council are not being met or the sharing of Information under this Agreement is otherwise unlawful.
- (c) The obligations in the operational protocol which concern confidentiality and secrecy shall remain in force notwithstanding the termination of this Agreement.
- (d) If extraordinary circumstances arise (including but not limited to earthquake, eruption, fire, flood, storm or war) which prevent a Party from performing its obligations under the Agreement, the performance of that Party's obligations shall be suspended, to the extent necessary, for as long as those extraordinary circumstances prevail.

16. Departmental representatives

- (a) Each Party will appoint a contact person to co-ordinate the operation of this Agreement with the other Party and will ensure that the contact person is familiar with the requirements of the Privacy Act 1993 and this Agreement.
- (b) The initial contact persons are as follows:
 - (i) MSD: Lead Advisor, Information Sharing.
 - (ii) Customs: Team Leader, Border Systems.
- (c) All notices and other communication between the Parties under this Agreement shall be sent to the contact persons specified above.
- (d) The contact persons set out above may be updated from time to time by notice to the other Party and the Privacy Commissioner.

17. Precedence

This Agreement takes precedence over any operational protocol, to the extent of any inconsistency.

SCHEDULE 1: INFORMATION THAT CUSTOMS MAY SHARE WITH MSD

The Information about a person that Customs may share with MSD is the following information that Customs collects from persons departing from or arriving in NZ:

- (a) the person's family name and given names:
- (b) the person's date of birth:
- (c) the person's gender:
- (d) the person's nationality:
- (e) the person's citizenship
- (f) the number of the person's travel document:
- (g) the person's flight or craft details:
- (h) the port where the person boarded their plane or craft
- (i) the port where the person disembarked from their plane or craft:
- (j) the unique number generated for each passenger movement by Customs computer systems
- (k) the time, date, and place of the person's –
 - i. departure from New Zealand; or
 - ii. arrival in New Zealand

SCHEDULE 2: ADVERSE ACTIONS THAT MSD MAY TAKE IF INFORMATION DISCREPANCY IDENTIFIED

1. The type of Adverse Action MSD may take will depend on:
 - (a) the immediacy of the action required; and
 - (b) the nature and value of the Information that it receives when considered alongside the facts of the case and the information that it already holds.
2. The types of Adverse Action that MSD may take are:
 - (a) suspension of a Benefit;
 - (b) debt recovery;
 - (c) investigation; and
 - (d) prosecution.
3. Customs will not take any Adverse Action in relation to this Agreement.

