**INFORMATION SHARING AGREEMENT**

Between

[\*PARTY A]

and

[\*PARTY B]

[\*add other parties as necessary]

[\*Insert PURPOSE(s) of Information Sharing Agreement – should mirror the purpose/s in clause 18].



Version 1.0

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# Signatories

**[Delete this guidance note from final version: You can move the signatory page to the back of the Agreement if you prefer it to be located at the end of the Agreement. If you do move the signatory page, don’t forget to update the contents table]**

Signed for and on behalf of [\*insert Party A name]

………………………………………………. Date: ……/……/……

[\*insert Name]

[\*insert Role in Organisation]

[\*insert Business Group]

Signed for and on behalf of [\*insert Party B name]

………………………………………………. Date: ……/……/……

[\*insert Name]

[\*insert Role in Organisation]

[\*insert Business Group]

**[Delete this guidance note from final version: Add extra signature blocks for other parties as needed]**

# Interpretation

The following terms used in this Agreement are defined as follows:

|  |  |
| --- | --- |
| Term | Definition |
| [\*insert key term] | [\*insert agreed definition of the key term] |
| E.g., Affected People | The people to whom the Information relates that is shared under this Agreement |

# Purpose and effect of Agreement

1. The purpose of this Agreement is to:
	1. record the Parties’ agreement about the purpose of the information sharing, what information will be shared, the legal authority enabling the information sharing and how the information will be used; and
	2. record the terms, conditions, restrictions, and privacy enhancing controls that will be applied to the sharing of information.
2. This Agreement confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It is not legally binding and does not constitute or create any enforceable obligations.
3. If there are changes to Government policy or agency practice which may affect the purpose or operation of this Agreement, each Party agrees to:
	1. inform the other of those changes; and
	2. review any aspects of this Agreement as required.
4. Any Schedules attached to this Agreement form part of the Agreement.
5. If there is a conflict between the main body of the Agreement and any of the Schedules, the provisions of the main body of the Agreement will take precedence over the Schedules unless the main body of the Agreement specifically states otherwise.

# Term, review, variation and termination of Agreement

**[Delete this guidance note from final version: You can move the administrative clauses page to the end of the Agreement if you prefer. If you do move the administrative clauses, don’t forget to update the contents table, and check the cross-referenced clauses are still correct]**

## Term

1. This Agreement commences on the date it is signed by all Parties.
2. This Agreement continues in effect until it is terminated in accordance with clause 12.

## Review

1. The Parties will review this Agreement every [\*insert agreed review period].
2. In addition to scheduled reviews under clause , a Party may request a review of this Agreement at any time.

## Variation

1. The Parties can agree to vary this Agreement at any time.
2. Any variation to the Agreement will only take effect once it is set out in writing and signed by all Parties.
3. Variations to the Schedules to this Agreement (including termination of Schedules) can be made by [\*insert agreed role e.g., Relationship Managers].

## Termination

1. This Agreement continues in effect until it is either terminated by one of the Parties with [\*insert agreed notice period] notice in writing, or until the [\*ongoing initiative / one off share] has been completed in [\*month, year], whichever is sooner.
2. The obligations in the Agreement concerning the management, use, security, and disposal of the Information will remain in force despite any suspension or termination of this Agreement.

# Costs

1. Each Party will bear their own costs in relation to this Agreement.

# Background

1. [\*insert text]
2. [\*insert text]

# Purpose of information sharing

1. The purpose [\*s] of the information sharing under this Agreement is[\*/are]:
	1. [\*insert purpose]
	2. [\*insert purpose]
2. **[Delete this guidance note from final version: Use this clause and delete the above clause if the Agreement is an overarching Agreement where multiple supplies of information are intended over time]** The Parties agree that the specific purpose for each share of Information under this Agreement will be described in the relevant Sharing Activity Schedule.

# Information to be shared

1. The information to be shared under this Agreement (“Information”) is described in the relevant Sharing Activity Schedule(s).

# Legal authority

**[Delete this guidance note from final version: Choose the clause or combination of clauses which best fit your information sharing situation, and delete the clauses that are not relevant]**

1. **[Delete this guidance note from final version: Use this clause if** **the Agreement is an overarching Agreement where multiple shares for different purposes are intended over time]** The Parties agree that the legal authority enabling the collection and disclosure of the Information by the Parties for the purpose of each supply of information will be recorded in the relevant Sharing Activity Schedule.
2. **[Delete this guidance note from final version: Use this clause if the Agreement is for a single type of share, or a one-off share]** The Parties agree that the legal authority enabling the collection and disclosure of personal Information by the Parties for the purposes described above is as follows:

**Collection by [\*insert name of Party collecting]**

* 1. [\*insert the relevant IPP 2 exception that applies for each of the purposes described under “Purpose of information sharing”. For example, “For the purpose described in clause 18.1: IPP 2(2)(g)(ii) of the Privacy Act 2020, which provides that personal information may be collected indirectly where the information is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned”]

**Disclosure by [\*insert name of Party disclosing]**

* 1. [\*insert the relevant IPP 11 exception that applies for each of the purposes described under “Purpose of information sharing”. For example, “For the purpose described in clause 18.1: IPP 11(1)(h)(ii) of the Privacy Act 2020, which provides that personal information may be disclosed where the information is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned]
1. **[Delete this guidance note from final version: Use this clause if the Agreement is for a single type of share or a one-off share where legislation other than the Privacy Act applies]** The Parties agree that the legal authority enabling the collection and disclosure of personal Information by the Parties for the purposes described above is as follows:
	1. [\*insert reference to the specific authorising legislation. For example, “For the purpose described in clause 18.1: Personal information is disclosed under section 66C(b) of the Oranga Tamariki Act 1989 for the purpose set out in section 66C(a)(ii). This enables [insert disclosing Party] to disclose personal information for the purpose of making or contributing to an assessment of risk or need in relation to a child or young person, or class or children or young persons”.
	2. [\*If clause 23.1 above does not apply to the entire share, state how the Privacy Act permits the remaining aspects of the share. For example: “For the purpose(s) described in clause 18.2:

Collection

* + 1. [\*Example only: IPP 2(2)(g)(i) of the Privacy Act 2020, which provides that personal information may be collected indirectly where the information will not be used in a form in which the individual concerned is identified]

Disclosure

* + 1. [\*Example only: IPP 11(1)(h)(i) of the Privacy Act 2020, which provides that personal information may be disclosed where that information will be used in a form in which the individual concerned is not identified.
1. The Parties will also comply with the other relevant provisions of the Privacy Act and any relevant Code of Practice made under the Privacy Act.
2. This Agreement is not an Approved Information Sharing Agreement under [Part 7 Subpart 1](https://www.legislation.govt.nz/act/public/2020/0031/latest/LMS23667.html) of the Privacy Act and does not modify the Information Privacy Principles in that Act.

# Use of the Information

1. The Parties agree that the Information will only be used by the receiving Party(\*ies) for the purpose(s) set out above [\*or ‘for the purposes described in the relevant Sharing Activity Schedule’].
2. [\*insert more detail about the use of the Information by the receiving Party(ies) for each purpose unless it is self-evident].
3. Only relevant staff (including contractors) authorised to undertake the data handling and analysis work required for the purpose(s) set out above and/or described in the relevant Sharing Activity Schedule will have access to the Information.
4. All relevant staff are listed in the relevant Sharing Activity Schedule.
5. [\*insert any other applicable controls that will ensure access to, use and disclosure of the Information is appropriate, such as signing of confidentiality or non-disclosure agreements required by [insert name of disclosing party].
6. Unless the disclosure is required by law, no personal or confidential information will be disclosed to any third party, including employees or contractors of each Party that are not covered by clause 28 and 29.

# Transparency of sharing

1. The Parties [\*or a named Party] agree[\*s] to inform people whose information is being shared under this Agreement:

32.1 that information about them is being shared with [\*insert name of relevant Party and any other recipients of the information]

32.2 what information about them is being shared

32.3 for what purpose that information is being shared

32.3 which law requires or allows the information to be shared

32.4 whether the share could lead to adverse consequences for the person, and if so what the Party/ies will do to ensure that the Information is correct before it is used, and how the person will have an opportunity to comment.

33. Each Party [\*or a specific named Party for each task] will provide people with this information in the following ways:

33.1 [\*list all relevant communication mechanisms e.g., the person is already told through a named mechanism when information is first collected so does not need to be contacted again; through the Party’s online privacy statement; through direct communication with the client (essential if the share is consent based) etc]

# Security of the Information

## Security classification

1. Information supplied under this Agreement has a security classification of \* Choose an item.
2. Each Party will ensure that its employees, contractors and third parties handling any Information under this Agreement will comply with:

35.1 the Privacy Act;

35.2 any other applicable legislation relevant to each Party; and

35.3 the mandatory requirements for the handling of information classified as \* Choose an item. under the [New Zealand Government Security Classification Systems, Protective Security Requirements](https://www.legislation.govt.nz/act/public/1982/0156/latest/DLM64785.html) (PSR).

## Security controls

1. The Parties will ensure that:
	1. All Information, whether digital or physical, is protected from unauthorised access, use and disclosure, both in transit and at rest, and whether inside or outside the Parties’ business systems environment.
	2. Staff (including contractors) will be granted access to the Information in accordance with the Parties’ existing access control policies.
	3. Access to the Information will be removed when a person no longer requires access to the information as part of their role.
	4. Everyone authorised to access, use, and disclose the Information is appropriately trained to handle that Information, is aware of their responsibilities and is aware of the conditions and restrictions on use and disclosure of that Information.
	5. Where the Information is kept or stored in any portable form (such as printed material, laptop or tablet, phone, memory card or other storage media such as CDs or USBs) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the Information.
	6. If the Information is kept or stored in a portable format or on a portable device for the purpose of transfer or comparison, that Information will be permanently disposed of once the transfer or comparison has been completed.
	7. The Parties agree to the following controls to ensure the obligations in clause 36 are met:
		1. [\*for instance: “all staff authorised to access and disclose Information shared under this Agreement will have successfully completed the Parties’ Privacy Training Modules”].
		2. [\*or “The Information shared under this Agreement will be securely deleted from the device once it has been transferred”].

# Tikanga Māori considerations

**[Delete guidance note from final version: For use when sharing information with Māori organisations, Iwi or Hapū]**

1. The Parties agree that the Information contains Māori data and that all Information classified as Māori Data in the Sharing Activity Schedule(s) may be subject to additional restrictions and conditions based on agreed Tikanga.
2. [\*insert where the Agreement is for a single type of share or a one-off share] The Parties agree that following Tikanga will be applied to the Māori data shared under this Agreement:
	1. [\*insert Tikanga with an explanation of how it will be applied to the supply and use of the Information]
	2. [\*insert Tikanga with an explanation of how it will be applied to the supply and use of the Information]

[\*or]

1. [\*insert where the Agreement is an Overarching Agreement where multiple types of information shares for different purposes are intended over time] The Parties agree that Tikanga will be agreed and documented in the relevant Sharing Activity Schedule(s).

# Method and frequency of sharing

## Method

1. The Information will be supplied by way of secure [\*insert agreed file transfer mechanism].
2. Where [\*insert agreed file transfer mechanism] is not available, the Parties will designate an alternative transmission method in the relevant Sharing Activity Schedule that protects the Information against privacy breach, unauthorised use, modification, destruction, access and/or disclosure.

## Frequency

1. **[Delete this guidance note from final version: use this clause for a specific share of information]** The Parties agree that the Information will be supplied [\*insert frequency of the supply].
2. **[Delete this guidance note from final version: use this clause where the Agreement is an overarching Agreement where multiple types of information share are intended over time]** The Parties agree that the frequency of sharing of Information will be documented in the relevant Sharing Activity Schedule(s).
3. The Party’s Technical Contacts (or their delegate) will notify the other Party’s Technical Contact that the Information has been [\*insert receiving mechanism e.g., uploaded to the SFTP folder].

# Retention and disposal of Information

1. Subject to the provisions of the Public Records Act 2005 and the Privacy Act 2020, each Party:
	1. [\*insert retention/destruction control e.g., “will ensure that the Information supplied by the other Party is securely deleted as soon as it is no longer required for the specified purpose(s)”]
	2. [\*insert retention/destruction control e.g., “will ensure that the Information supplied by the other Party for the purposes of comparison is securely deleted as soon as the comparison process has been completed and subject to data quality checking”]
2. Both Parties agree to confirm in writing with the other Party when data subject to the controls set out in clause 45 has been deleted.

# Privacy and security breaches

1. The Parties must notify the other Party of any actual or suspected unauthorised access to or use or disclosure of any Information covered by this Agreement as soon as practicable but no later than [\*insert number] days after the actual or suspected breach is identified.
2. The Parties must investigate any actual or suspected unauthorised access, use or disclosure of any Information supplied under this Agreement.
3. Where the breach, or suspected breach, has caused or has the potential to cause serious harm to the affected individuals, the Parties will agree on who is responsible for ensuring that affected people receive appropriate help and that the notifiable breach provisions of the Privacy Act are complied with.
4. If either Party has reasonable cause to believe that a breach of any other security provision in the Agreement has occurred or may occur, that Party may undertake any investigations that it considers are necessary.
5. Where a Party commences an investigation, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
6. If there has been or may have been a breach, either Party may suspend the exchange of Information under this Agreement by notice in writing to give the relevant Party time to remedy the breach.

# Dispute resolution

1. The Parties will negotiate in good faith to resolve any disputes or other problems arising out of, or in relation to, this Agreement.
2. In the first instance, the relevant Relationship Managers ([Schedule 1: Relationship Managers and Technical Contacts](#_Schedule_2:_Relationship)) will work together to identify the reasons for the problem and what can be done to remedy it.
3. Where a remedy cannot be agreed upon, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the problem.
4. If the problem cannot be resolved, this Agreement may be terminated in accordance with clause 13.

# Third party contracting

1. The Parties cannot enter into any contracts with third parties to carry out work that may involve access to, or use of Information covered by this Agreement without the written consent of the other Party.
2. The Parties will ensure that any third party contracted to carry out any such work will:
	1. be subject to all obligations set out in this Agreement, which will be reflected in any associated Agreement with the third party; and
	2. will be recorded in the relevant Sharing Activity Schedule(s).

# External communications

1. The Parties are responsible for complying with their respective obligations under the Privacy Act, the Official Information Act, and any other applicable legislation.
2. Each Party will notify the other Party [\*ies] if a complaint or request relating to this information share is received under the Privacy Act or the Official Information Act, prior making a decision on the complaint or request. Parties will provide any reasonable assistance to one another to make sure the response to the complaint or request is timely and appropriate.
3. Each Party will notify the other Party [\*ies] if it receives a media request relating to this Agreement or any Information shared under the Agreement, prior to making a decision on the request.

# Relationship management and oversight

1. Each Party will nominate a Relationship Manager and a Technical Contact to facilitate and support the relationship between the Parties to this Agreement, and to provide operational oversight of the information sharing activity.
2. The Relationship Manager will have oversight of the operation of this Agreement and be the first point of contact for each Party with regards to the operation of this Agreement.
3. The Technical Contact is responsible for any issues relating to the information that is shared, the mechanisms for information supply, and the effectiveness of the technical controls to protect the information.
4. Parties may nominate additional people to perform tasks under this Agreement as required, such as people who are authorised to vary the content of the Schedules.
5. Details for each of these contacts are recorded in [Schedule 1: Relationship Managers and Technical Contacts](#_Schedule_2:_Relationship).
6. Parties must notify in writing the other Party of any changes to the nominated persons as soon as practicable and amend Schedule 1 to ensure it is up to date.

# Schedule 1: Relationship managers and technical contacts

|  |  |
| --- | --- |
| **[\*Insert Party A]**  | **[\*Insert Party B]** |
| **Relationship Manager** | **Relationship Manager** |
| \*Name  | \*Name  |
| \*Role  | \*Role  |
| \*Business group and business area  | \*Business group and business area  |
| \*Email  | \*Email  |
| \*Phone  | \*Phone  |
|  |  |
| **Technical Contact** | **Technical Contact** |
| \*Name  | \*Name  |
| \*Role  | \*Role  |
| \*Business group and business area  | \*Business group and business area  |
| \*Email  | \*Email  |
| \*Phone  | \*Phone  |
|  |  |

**[Delete guidance note from final version: Where there are more than two parties to the information sharing agreement add the necessary number of table columns to this Schedule].**

**[Delete guidance note from final version: If there are different relationship managers or technical contacts for particular information shares, note this in the table].**

# Schedule 2: List of Sharing Activity Schedules

This Schedule contains a complete list of all the Sharing Activity Schedules that form part of this Agreement.

### Index of Sharing Activity Schedules

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Schedule Number | Information Share Name | Approval Date | Amendment Date | Termination Date |
| Schedule 2.1 |  |  |  |  |
| Schedule 2.2 (etc) |  |  |  |  |

## Schedule [\*insert schedule number] [Sharing Activity: \*insert name of share]

The purpose of this Schedule is to record the details of the information sharing that the Parties have agreed on.

### Purpose of Information share/supply

[\*insert purpose from clause 18]

**[Delete guidance note from final version: Document which party is sharing/supplying the Information and which party is receiving the Information]**

### Legal authority for Information share/supply

[\*insert legal authority for Information share/supply]

### Method and frequency of supply

[\*insert Method of Supply from clause 38, and add alternative method under clause 39 if desired]

[\*insert Frequency of Supply from clause 40 or specify alternative supply frequency]

### Tikanga

[\*insert any agreed tikanga to be applied to the sharing/supply of the Information]

### Agreed conditions/restrictions on secondary use

[\*insert any agreed Conditions/Restrictions on Secondary Use]

### Retention and disposal requirements

[\*insert destruction/retention requirements from clause 43]

### Table of Information to be shared

| Field Name | Description | Type / Length | Format | Māori Data [Y/N] | Notes |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

### Personnel with access to the Information

[\*insert name and role of people who have access to Information shared under this Schedule]

### Review date

[\*insert Schedule review date and Party/ies responsible for instigating and leading the review].

### Approvals

…………………………………….. ………………………………………

…../…../….. …../…../…..

[\*insert Name] [\*insert Name]

[\*insert Role] [\*insert Role]

[\*insert Business Group] [\*insert Business Group]

### Amendments

|  |  |  |
| --- | --- | --- |
| Amendment Date | Amendment Description | Amendment Approval |
|  |  |  |
|  |  |  |

### Termination [delete this section if no end date for the share]

The Parties agree that:

1. This Schedule will terminate on the [\*insert Termination Date].
2. No Information will be supplied after the [\*insert Termination Date].
3. All specified secondary use conditions/restrictions will be complied with.
4. All specified retention and disposal requirements applicable to the information sharing under this Agreement will be met.

…………………………………….. ………………………………………

…../…../….. …../…../…..

[\*insert Name] [\*insert Name]

[\*insert Role] [\*insert Role]

[\*insert Business Group] [\*insert Business Group]