

Information Sharing Agreement

Between

Inland Revenue

And

Department of Internal Affairs

Relating to the supply of passport contact information
to assist Inland Revenue in the administration of
The Student Loan Scheme Act 2011

The Child Support Act 1991

And

The Tax Administration Act 1994

**Authorised by Part 9A of the Privacy Act 1993 and
Section 37(3) of the Passports Act 1992**

April 2018

INFORMATION SHARING AGREEMENT:

Supply of passport information for the purpose of locating overseas based student loan borrowers and child support liable parents living overseas who are in default of their repayment and contact obligations.

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This Information Sharing Agreement is made on April 2018.

BETWEEN

The Commissioner of Inland Revenue or her authorised delegate

AND

The Chief Executive, Secretary for Internal Affairs or his authorised delegate

This Information Sharing Agreement replaces the existing information sharing agreement between Inland Revenue and the Department of Internal Affairs dated 6 June 2014 on the date both parties sign this agreement.

Bernie Newman
Customer Segment Lead, Individuals
Inland Revenue

David Philp
General Manager, Partners & Products
Department of Internal Affairs

Signature: 

Signature: 

Date: 12/4/18

Date: 2/5/18

Definition of terms

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

"Adult" means anyone aged 16 years of age or older.

"Agreement" means this Information Sharing Agreement as amended from time to time, and includes its Schedules and Appendices

"Borrower" means a student loan borrower whose location is overseas or unknown.

"Chief Executive" means the Chief Executive, Secretary for Internal Affairs.

"Child support" means any payment required to be made under the Child Support Act 1991 by any person towards the support of a qualifying child, whether under a formula assessment or a voluntary agreement or an order of the Court.

"CIR" means the Commissioner of IR and has the same meaning as in section 3 of the Tax Administration Act 1994.

"Commissioner" means Office of the Privacy Commissioner.

"DIA" means the Department of Internal Affairs.

"IR" means the Inland Revenue Department, including the CIR.

"ISA" means Information Sharing Agreement.

"Liable Parent" has the meaning given to it by section 2 of the Child Support Act 1991, i.e. means a parent who is liable to pay child support in respect of any qualifying child under section 18 or section 58(1) or section 68(1) of the Child Support Act 1991. **"Non-custodial Parent" and Paying Parent"** have the same meanings.

"Match" refers to personal information supplied by DIA which corresponds with information held by IR about an individual. "Matches", "Matching" and "Matched" have corresponding meanings.

"MFT" means Managed File Transfer process which is a secure automated data transfer process.

"MOU" means the Memorandum of Understanding between Inland Revenue and the Department of Internal Affairs which details all operational and technical aspects of the Information Sharing.

"Order in Council" means the making of regulations by Ministers of the Crown.

"Overseas Based" means anyone whose location is overseas or unknown.

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

"Passport" means all adult passports at issue (new and renewal passport applications).

"Person record" means all information provided on passport applications that is held by DIA and any unique identifiers applied by DIA to that information.

"Personal Information" means information about a person provided by DIA to IR pursuant to this Agreement.

"Programme" means the IR-DIA passport information sharing programme authorised by part 9A of the Privacy Act 1993 and operated under this Information Sharing Agreement and the Memorandum of Understanding.

"Security provisions" means the standards and requirements that all government departments are required to meet under the Public Records Act 2005 and specifically for this agreement; each Party's obligations under the Information Sharing Privacy Impact Assessment and the Memorandum of Understanding between Inland Revenue and Internal Affairs.

"SL" means Student Loan.

"TAA" means the Tax Administration Act 1994.

Terms defined in sections 2 and 97 of the Privacy Act 1993 shall have the same meaning in this Agreement as they do in that Act.

1. Objectives of the Information Sharing programme

The objectives of the IR-DIA passport information sharing agreement are for IR to:

- obtain reliable and timely information on the whereabouts of overseas based borrowers and liable parents;
- make contact with non-compliant borrowers and liable parents who are based overseas to provide information and education enabling them to continue to fully comply with their obligations towards their student loans and child support;
- make contact with non-compliant borrowers and liable parents overseas to collect student loan and child support payments under the Tax Administration Act 1994 (TAA), the Student Loan Scheme Act 2011, the Child Support Act 1991, Part 9A of the Privacy Act 1993 and Section 37(3) of the Passports Act 1992;
- reduce student loan debt;
- reduce child support debt; and
- take administrative and legal steps that may be necessary to recover outstanding student loan and child support debt.

By having access to address and contact information recorded on New Zealand adult passport applications, IR will be able to locate those borrowers and liable parents who are in default of their obligations, and make contact with them. This in turn will allow IR to improve compliance rates for borrowers and parents, by collecting more repayments and reducing student loan and child support debt.

This information will give IR the opportunity to inform individuals of their rights and obligations and if necessary, take administrative and legal steps to recover outstanding debt or recall student loans in full.

Further information on the Student Loan Scheme and Child Support can be found at www.ird.govt.nz

2. Exemptions and/or modifications to information privacy principles

The following information privacy principles are modified, by way of an Order in Council, in the manner set out below, for the purpose of this approved information sharing agreement.

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

It is not a breach of information privacy principle 2 where IR collects personal information about applicants for passports from DIA for the purposes of an approved information sharing programme.

- **Principle 11: Limits on Disclosure of Personal Information**

It is not a breach of information privacy principle 11 for DIA to provide personal information from passport applications to IR for the purposes of this information sharing agreement.

3. Public services that this agreement intends to facilitate

This information sharing agreement is intended to facilitate:

- Inland Revenue collecting student loan debt (inclusive of core assessment, penalties and interest):
- Inland Revenue collecting child support liable parent debt (inclusive of core assessments and penalties):
- Inland Revenue advising overseas based borrowers of their student loan obligations and entitlements, and requiring compliance with those obligations:
- Inland Revenue advising liable parents living overseas of their child support payment obligations and entitlements, and requiring compliance with those obligations.

4. Personal information to be shared under this agreement

DIA will share with IR information held on individual "person records" relating to passports under "issue" status.

5. The parties involved and the agency to lead

This information sharing agreement is between IR and DIA. IR is the lead agency.

6. Description of personal information to be shared between agencies

Information DIA will share with IR	First name(s), Surname, Date of birth, Passport number, Personal telephone number, Work telephone number, Mobile telephone number Home address, Passport delivery address E-mail address
Information IR will share with DIA	Passport number

The information received from DIA as described above is given into the custody, not ownership, of Inland Revenue for a fixed period of time by prior agreement. DIA retains ownership and control of the original record of business, the information supplied to Inland Revenue is a duplicate data set. Therefore any

requirement for the original record to be sighted or referenced for any subsequent requirement such as evidential use in legal actions will be the responsibility of DIA, including any requirement for the records to be maintained in recoverable form, so as to be able to be used for subsequent reference, until their disposal is authorised under the Public Records Act 2005.

7. How the parties may use the personal information

IR will use the information provided by DIA to compare first name(s), surname and date of birth against its overseas based student loan and child support liable parent records.

Successful matches against liable parents will be categorised as:

- non-compliant debt (those who are in default of their payment liabilities); and/or
- non-compliant contact (those whose contact information does not appear to be correct and whose accounts are not in debt).

Successful matches against borrowers will be categorised as:

- non-compliant debt (those who are in default of their repayment obligations); and/or
- non-compliant contact (those whose contact information does not appear to be correct and whose accounts are not in debt).

Contact with individuals will be attempted using:

- mobile telephone number;
- personal telephone number;
- work telephone number;
- home address;
- passport delivery address;
- e-mail address.

Once an individual has been successfully contacted and their identity has been confirmed an IR officer will confirm that the details received from DIA are correct and make any account updates that are required.

8. Adverse actions

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

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

As the information received from DIA will be used to contact the individuals by phone, email or post IR will not write to the individual advising them that IR intends to contact them.

For these reasons IR will dispense with the notice requirements under section 96Q for this ISA.

In all cases IR will confirm the identity of the individual whose contact details have been received before any education or recovery action is taken.

As a result of sharing personal information under the agreement, Inland Revenue can be reasonably expected to take steps to recover from the applicable person any overdue student loan repayments. Those steps could include, but are not limited to:

- contacting the person to ensure IR has the most up-to-date contact details; or
- requiring the person to pay his or her student loan balance in full; or
- requiring the person to pay his or her overdue student loan debt in full; or
- requiring the person to pay a portion of his or her overdue student loan debt and the remainder by instalment arrangement; or
- requiring the person to pay his or her entire overdue student loan debt by instalment arrangement; or
- taking legal action against the person if he or she continues to fail to comply with his or her student loan repayment obligations.

As a result of sharing personal information under the agreement, Inland Revenue can be reasonably expected to take steps to recover from the applicable person any overdue child support payments and those steps could include, but are not limited to:

- requiring the person to pay his or her overdue child support liability in full; or
- requiring the person to pay a portion of his or her overdue child support liability and the remainder by instalment arrangement; or
- requiring the person to pay his or her entire overdue child support liability by instalment arrangement; or
- taking legal action against the person if he or she continues to fail to comply with his or her child support payment obligations.

9. Where you can view this document

This document is available to the public online at www.ird.govt.nz and at:

Inland Revenue
Asteron Life Building
Level 5
12-22 Featherston Street
Wellington 6011

10. Overview of the operational details

DIA will provide the personal information described at point 6 from the person records of all adult passports issued. Once the data is loaded into IR's servers it will be segregated from the main accounts and only accessible by specifically authorised officers. IR will compare these details against the records of overseas

based borrowers and overseas based liable parents to determine which can be successfully matched.

Successful matches against liable parents will be categorised as:

- non-compliant debt (those who are in default of their payment liabilities); and/or
- non-compliant contact (those whose contact information does not appear to be correct and whose accounts are not in debt).

Successful matches against borrowers will be categorised as:

- non-compliant debt (those who are in default of their repayment obligations); and/or
- non-compliant contact (those whose contact information does not appear to be correct and whose accounts are not in debt).

The remaining data will be classified as unmatched.

The action taken by an IR Officer (Student Loans and Child Support) on the information received is determined by Student Loan, Child Support and Collections processes and policies. Processes and policies can be changed over time by the CIR.

IR and DIA shall each hold copies of the Memorandum of Understanding which details operational and technical aspects of this information sharing programme.

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

Transfer of data

- All requested information will be transferred between DIA and IR by MFT
- MFT manages the secure transfer of data from one computer to another through a secure government network and is compliant with government security protocols and policies.
- Each data extract from DIA will contain processed passport application records made during the two months prior to the date of data transfer from IR to DIA.

Data verification

- IR will not use any shared information for any purpose other than the operation of this programme in accordance with this Agreement and the MOU.
- Once loaded onto IR's servers, the data will be segregated from IR's main accounts and only accessible to specifically authorised officers.

- IR will only perform a match against those student loan borrowers and child support liable parents who have been identified as being overseas or whose location is unknown and where they are in default of their payment obligations and/or their contact information does not appear to be up-to-date. .
- The passport number is a unique identifier and as such will be the only piece of information supplied by DIA that will be provided by IR back to DIA for confirmation of contact information. This will occur in situations where the original information received by IR from DIA is incomplete or unclear.
- Passport numbers will not be used as part of the matching process and they will not be entered into IRs primary information system.

Contact safeguards

- A person's full name and date of birth will be used in the match between IR and DIA data. Further manual checks will be carried out by IR officers to verify an individual's identity.
- If multiple matches are identified (more than one person with the same name and date of birth) the case will be manually checked by IR to confirm we have identified the correct individual and verify the contact details in accordance with the IR Customer Charter, prior to entering into any negotiation or updating information held on the IR's primary system.
- IR will limit access to this information to specifically authorised officers.
- The primary method of contact will be by telephone followed by contact in writing but if attempts at contact by telephone are unsuccessful, contact will be attempted by email (if email address available).
- Validation procedures and verification of identity is an integral part of IRs process before any personal information is accepted as accurate.
- Until IR has identified the correct individual and verified contact details in accordance with the IR Customer Charter, no information will be uploaded into IR's primary system.
- Once information has been uploaded into IR's primary system it will become available for other IR products and processes.
- Information uploaded into IR's primary system will only be used for other IR products and services in accordance with Principle 10 of the Privacy Act.
- No personal information may be sent by email until the individual is verified as the correct person and has authorised email as a preferred mechanism for contact, in accordance with IR's email policy.
- Validation checks and verification of identity, including scripted questions, form part of all contact conversations, and no personal information may be

given to an individual until their identity is clear. All attempts are made to identify and eliminate identity fraud.

- Every officer of IR is bound by the provisions of section 81 of the TAA, which imposes secrecy obligations on every officer of that Department.
- IR shall also ensure that those employees of, or contractors to IR, who have access to any data under this sharing agreement understand and comply with their obligations under section 81 or 87 of the TAA.

Retention of data

- Matched information will be kept secure as specified above under "Data Verification", until attempts to contact the matched individual are about to commence, when the data will be electronically transferred into a secure reporting tool.
- Information will be made available by IR to the borrower or parent to whom that information relates under any Privacy Act 1993 request, pursuant to section 81 of the TAA.

Destruction of data

- Unmatched data will be destroyed within 30 days of receipt from DIA in accordance with the provisions of the ISA and the Public Records Act requirements.
- Matched and verified data will be uploaded into IR's primary system as specified above under "Contact safeguards".
- Matched but unverified data will be segregated within 183 days of IR receiving that data, in accordance with the provisions of the MOU.
- For the purposes of the above bullet point, "segregated" means the process whereby IR encrypts and stores personal information in a secure location, and puts in place security protections to ensure there is no unauthorised access of the personal information.

12. Assistance statement

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

13. Fees/costs

IR agrees to pay all costs incurred by DIA for the design, development and maintenance of the information sharing agreement.

14. Security Provisions

If either Party has reasonable cause to believe that any breach of any security provisions in this Agreement has occurred, or may occur, that Party may undertake investigations in relation to that actual or suspected breach as deemed necessary. Both parties shall ensure that reasonable assistance is provided to the investigating party in connection with all inspections and investigations. The investigating party will ensure that the other party is kept informed of any developments.

Either party may suspend this programme to allow time for a security breach to be remedied.

Clause 12 is subject to either Party's obligations under the TAA (which may limit IR's communications to DIA and which may limit the assistance or access that IR may provide to DIA) and under the Privacy Act 1993 (which may limit the release of personal information, particularly in an employment investigation situation).

Where initial investigations confirm the loss of or unauthorised access to data, the Office of the Privacy Commissioner will be notified as soon as possible.

15. Dispute Resolution

Should any dispute or differences relating to the interpretation or application of this agreement arise; the Parties will meet in good faith with a view to resolving the dispute or difference as quickly as possible.

If the Parties are unable to resolve any dispute within 60 days, the matter shall be referred to the Chief Executive of DIA and the CIR, or their delegated representatives for resolution.

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

16. Review of this Agreement

A joint review of this agreement may be undertaken whenever either Party believes that such a review is necessary.

The lead agency shall conduct a review every year. The report will be included in the agency's annual report.

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

17. Variations to this Agreement including the Memorandum Of Understanding

Any variations to this Agreement or the Memorandum of Understanding must be in writing and signed by the Chief Executive of DIA and the CIR, or their delegates.

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

Should the Parties be unable to agree on variations to this Agreement or the MOU the matter shall be dealt with in accordance with the Dispute Resolution Clause of this Agreement.

18. Term and Termination

This Agreement:

- comes into force on the date both parties sign this Agreement; and
- supersedes the existing information sharing agreement between IR and DIA as from that date.

This Agreement shall continue in force until either the Chief Executive of DIA or the CIR terminates the Agreement.

Either Party may suspend, limit, or terminate this Agreement if it appears to that Party that the statutory basis under which that Party provides information for this Programme is not properly met for any reason.

The obligations in this Agreement which concern confidential information and secrecy shall remain in force notwithstanding the termination of this Agreement.

If extraordinary circumstances arise (including but not limited to war, fire, flood, storm, or restraint of government) which prevent either Party from performing its obligations under this Agreement, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstance prevail.

19. Departmental Programme Representatives

The Parties will each appoint a contact person to co-ordinate the operation of the Programme, and will ensure that the contact person is familiar with the requirements of the Privacy Act 1993, this Agreement and the MOU.

Inland Revenue
Customer Segment Lead
Individuals
Inland Revenue
P. O. Box 2198
Wellington 6140

Phone: (04) 890 1500

Department of Internal Affairs
General Manager
Partners & Products
Department of Internal Affairs
Victoria Street
Wellington 6011

Phone: (04) 382 3400

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

The contact person or his or her contact details set out above may be updated by time to time by notice (which may be by email) to the other Party. Both Parties are to ensure that the Office of the Privacy Commissioner is informed of the current contact details for this Programme if they are not those set out above.