



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



Inland Revenue
Te Tari Taake

INLAND REVENUE

AND

MINISTRY OF SOCIAL DEVELOPMENT

**AMENDMENT RELATING TO THE APPROVED INFORMATION
SHARING AGREEMENT BETWEEN**

INLAND REVENUE

AND

THE MINISTRY OF SOCIAL DEVELOPMENT

**UNDER SECTION 18(E)(2) OF THE TAX ADMINISTRATION ACT
1994 AND PART 7 OF THE PRIVACY ACT 2020**

AMENDMENT dated

11 April

2023

PARTIES

Inland Revenue (IR) (acting through the Commissioner of Inland Revenue)

Ministry of Social Development (MSD) (acting through the Chief Executive)

BACKGROUND

- I. Inland Revenue and MSD are parties to an Approved Information Sharing Agreement (the Agreement) under section 18E(2) of the Tax Administration Act 1994 (TAA) and Part 7 of the Privacy Act 2020, enabling the Parties to share information for a variety of prescribed purposes set out in the Agreement.
- II. Prior to the execution of this Amendment, the purposes for which the Parties could share information under the Agreement were:
 - (a) Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
 - (b) Assessing and enforcing any obligations related to Benefits and Subsidies, including recovering any associated debt (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
 - (c) Assessing and enforcing current or past Tax Obligations, including recovering any associated debt;
 - (d) Registering new customers or updating customer Contact Information and Identifying Information (including in relation to taxpayers and applicants for, or current or past recipients of, Benefits or Subsidies);
 - (e) Assessing the potential costs to the Crown of policy proposals (at any stage of development) and modelling the impact of the proposals on individuals, or groups of individuals, who may be affected; and
 - (f) Testing systems and operational processes to enable subsequent sharing and use for any purpose (or purposes) stated in (a) – (e) where sharing for such a purpose is either already occurring or is reasonably anticipated.
- III. In accordance with clause 13 of the Agreement, the Parties wish to vary the Agreement:
 - (a) to enable the Parties to share Information for the purpose of statistical analysis and research (related to purposes (a) to (d), above, inclusive);
 - (b) to dispense with the notice requirements under section 152 of the Privacy Act 2020 in respect of Adverse Actions specified in the Agreement that may be taken by MSD in relation to child support payments; and
 - (c) To update the background and clauses of the Agreement so that they no longer refer to the original context in which the Agreement was created, and instead reflect the modern context in which the Agreement exists – including updating references to legislation, and defined terms of the Agreement.

COVENANTS

1. DEFINITIONS AND INTERPRETATION

- 1.1. **Definitions:** In this Amendment, including the Background, terms defined in the Agreement have the same meaning where used in this Amendment and the following terms have the following meanings unless the context requires otherwise:

Agreement means the Approved Information Sharing Agreement between the Parties that is made under Section 18E(2) of the TAA and Part 7 of the Privacy Act 2020 (previously section 81A of the TAA and Part 9A of the Privacy Act 1993) and is approved by the Order in Council, and includes the Schedules and any amendment made by the Parties.

TAA means the Tax Administration Act 1994

Amendment means this Amendment, including any Annexure to it; and

Effective Date means the date this amendment is signed by both Parties.

- 1.2. **Interpretation:** In this Amendment:

- (a) headings are for convenience only and have no legal effect;
- (b) reference to the singular includes the plural and vice versa; and
- (c) reference to any document includes any amendment, supplementation or replacement of it made from time to time.
- (d) unless the context requires otherwise, references to any clauses and Annexures are to clauses and Annexures to this Amendment;
- (e) unless the context requires otherwise, references to any statute include any amendment to, or replacement of, that statute and any subordinate legislation made under it.

2. Amendment

- 2.1. Amendment of terms: The Parties agree to amend the Agreement as set out in the Annexure with effect on and from the Effective Date.

- 2.2. Terms remain in effect: Except as expressly varied in this Amendment, the terms contained in the agreement continue and remain in full force and effect.

3. COUNTERPARTS

- 3.1. Counterparts:** This Amendment may be signed in any number of counterparts all of which, when taken together, will constitute one and the same amendment. A Party may enter into this Amendment by signing any counterpart.

Executed:

The Commissioner of Inland Revenue, or his authorised delegate
Signature: 
Name: Graham Poppelwell
Position: Domain Lead, Governance and information sharing
Date: 4 April 2023

The Chief Executive of the Ministry of Social Development, or her authorised delegate
Signature: 
Name: MELISSA GILL
Position: OCE Organisational Alignment + Communication
Date: 11 April 2023

ANNEXURE

The Agreement is amended as set out below. In the event of any inconsistency or contradiction between the Agreement and the terms set out in this Annexure, the terms set out in this Annexure apply.

1. Background Section of the Agreement

Paragraphs B-H are removed and replaced with the following:

Paragraph "B":

Prior to the execution of the AISA, the Parties shared information under various agreements made under various sections of the TAA, the Income Tax Act 2007, the Student Loan Scheme Act 2011, and the Child Support Act 1991, each of which enabled them to share specified information for specified purposes.

Paragraph "C":

Through the execution of the AISA the Parties consolidated these various agreements into one Approved Information Sharing Agreement under section 18E(2) of the TAA and Part 7 of the Privacy Act 2020 which enabled a broader range of Information to be shared for a broader purpose.

Paragraph "D":

In mid-2021 the Parties agreed that using the Information shared (under the AISA) for undertaking the costing and modelling of policy proposals would assist the development of public policy using information to assess the potential costs to the Crown and the impact on individuals, or groups of individuals, who may be affected. A new purpose to that effect (together with other relevant amendments) was therefore added to the AISA on 27 September 2021.

Paragraph "E":

In mid-2022 the Parties agreed that using the Information shared (under the AISA) for system and operational testing for subsequent sharing and uses under the AISA would assist the implementation of public policy. A new purpose to that effect (together with other relevant amendments) was therefore added to the AISA on 1 August 2022.

Paragraph "F":

In 2022 the Parties agreed on the need for several further amendments that would:

1. In respect of benefits, dispense with the adverse action notice requirement under section 152 of the Privacy Act 2020 so that MSD may take Adverse Actions specified in Schedule 2 in respect of child support payments.

2. Enable the sharing and use of information for statistical analysis and research.

Paragraph “G”:

The purposes for which the Parties wish to be authorised to share the Information across their respective organisations are:

- (a) Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (b) Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (c) Assessing and enforcing current or past Tax Obligations, including recovering any associated debt;
- (d) Registering new customers or updating customer Contact Information and Identifying Information (including in relation to taxpayers and applicants for, or current or past recipients of, Benefits or Subsidies);
- (e) Assessing the potential costs to the Crown of policy proposals (at any stage of development) and modelling the impact of the proposals on individuals, or groups of individuals, who may be affected;
- (f) Testing systems and operational processes to enable subsequent sharing and use for any purpose (or purposes) stated in clause 2(a) – (e) where sharing for such a purpose is either already occurring or is reasonably anticipated; and
- (g) Statistical analysis and research (related to purposes (a) to (d) inclusive).

2. Amended Terms

The term “**Current Agreements**” in clause 1 of the Agreement is removed:

The following terms in clause 1 of the Agreement are added or amended (as applicable) as follows:

Adverse Action has the meaning specified at section 177 of the Privacy Act 2020, including the adverse actions set out in Schedule 2 of this Agreement.

Agreement/AISA means the Approved Information Sharing Agreement (dated 10 July 2017) between the Parties that was made under section 18E(2) of the TAA and Part 7 of the Privacy Act 2020 (previously section 81A of the TAA and Part 9A of the Privacy Act 1993) on the same subject matter, including all amendments.

Benefit means:

- (a) a benefit as defined in Schedule 2 of the Social Security Act 2018; and
- (b) any other amount that is payable or may be paid under the Social Security Act 2018, including-
 - (i) a funeral grant that may be paid under section 90 of that Act; and
 - (ii) any special assistance grant that may be paid under any welfare programme approved under section 100 or 101 of that Act.

Dependent Child has the meaning specified Schedule 2 of the Social Security Act 2018.

Information Sharing Agreement has the meaning specified at section 138 of the Privacy Act 2020.

Inland Revenue Acts means the Acts referred to at section 16C(1) of the TAA.

MOUs means the memoranda of understanding that the Parties may enter into pursuant to this Agreement.

Order in Council means the Order in Council that approves this Agreement and that is made under sections 145 to 147 of the Privacy Act 2020.

Personal Information has the meaning in section 7(1) of the Privacy Act 2020.

Privacy Commissioner means the Commissioner established under section 13 of the Privacy Act 2020.

Subsidies means 1 or more of:

- (a) working for families tax credits payable under Income Tax Act 2007 and the TAA;
- (b) community services cards issued under regulations made under either or both of the Pae Ora (Healthy Futures) Act 2022 or the Social Security Act 2018;
- (c) student loans payable under the “student loan scheme” as defined in the Student Loan Scheme Act 2011;
- (d) student allowances payable under regulations issued under the Education and Training Act 2020;
- (e) child support payable under the Child Support Act 1991;
- (f) income-related rent payable under the Public and Community Housing Management Act 1992; and
- (g) social housing available under the Public and Community Housing Management Act 1992.

Tax Obligations means tax obligations arising under the Inland Revenue Acts.

Working Day has meaning specified at section YA 1 of the Income Tax Act 2007.

3. Clause 2 of the Main Body of the Agreement

The punctuation at the end of subclause 6(e) is amended to remove the word “and” after the semi-colon.

The punctuation at the end of subclause 6(f) is amended to remove the full-stop, and to insert a semi-colon and the word “and”.

A new subclause 2(g) is added to the Agreement in the following terms:

- (g) Statistical analysis and research (related to purposes 2(a) to 2(d) inclusive).

4. Clause 3 of the Main Body of the Agreement

Subclause 3(b) is amended to read in the following terms:

- (b) Notwithstanding sub-clause 3(a) above, the Information that is shared solely for the purpose described in:
 - (i) sub-clause 2(e)(regarding policy proposals);
 - (ii) sub-clause 2(f)(testing systems and operational processes); or
 - (iii) subclause 2(g)(used for statistical analysis and research).may only be used for that purpose.

A new subclause 3(c) is added to the Agreement in the following terms:

- (c) Notwithstanding sub-clause 3(a) above, any output from the analysis or research of Information shared under subclause 2(g) must not be disclosed in a form that could reasonably be expected to identify any individual concerned.

5. Clause 4 of the Main Body of the Agreement

The first paragraph of clause 4 is amended to read in the following terms:

For the purposes of this Agreement, information privacy principles 2 and 11 which are set out in section 22 of the Privacy Act 2020 are modified (by the Order in Council) as follows:

For the avoidance of doubt, subclauses 4(a) and (b) remain unchanged.

6. Clause 5 of the Main Body of the Agreement

Subclause 5(d) is amended to read in the following terms:

- (d) Development of public policy using information to assess the potential costs to the Crown and the impact on individuals, or groups of individuals, who may be affected.

A new subclause 5(e) is added to the Agreement in the following terms:

- (e) Research and analysis for the purposes (a) – (d) inclusive.

7. Clause 6 of the Main Body of the Agreement

Subclauses 6(a), 6(b), 6(c), and 6(e) are amended to read in the following terms:

- (a) Section 152 of the Privacy Act 2020 requires parties to an Approved Information Sharing Agreement to provide written notice to individuals before any Adverse Action is taken against them on the basis of information shared under that agreement, including details of the Adverse Action that the party proposes to take and the Personal Information about the individual on which the action is based. The notice must give those individuals 10 Working Days to dispute the correctness of the information. Section 153 of that Act allows an Approved Information Sharing Agreement to provide that a party to that agreement may give a shorter period of notice or dispense with the notice requirement.
- (b) The Parties agree to dispense with the notice requirement under section 152 where the sharing of Personal Information under this Agreement gives either Party reasonable grounds to suspect that:
 - (i) a crime has been committed, is being committed, or will be committed;

and

- (ii) the Personal Information is relevant to the Party's decision-making on preventative, investigative or enforcement interventions related to that crime; and
 - (iii) advance notification by a Party to a suspect of an Adverse Action might defeat the purpose of the intervention.
- (c) The Parties agree that IR may dispense with the notice requirement under section 152 in order to immediately suspend payment to an individual of all or part of an interim instalment of a credit of tax under subparts MA to MG and MZ of the Income Tax Act 2007 when IR identifies a discrepancy between Information shared and information supplied to IR if, before or immediately after the decision to suspend, IR gives a written notice to the individual that:
 - (i) provides details of the discrepancy and the suspension of payment of the credit of tax and any other Adverse Action which IR proposes to take; and
 - (ii) states that the individual has 5 Working Days from the receipt of the notice to show cause why payment of the credit of tax ought not to have been suspended or why the Adverse Action should not be taken, or both—

and the other Adverse Action must not be taken until expiration of those 5 Working Days.
- (e) Notwithstanding sub-clauses 6(a)-6(d) above, the Parties may not take any Adverse Action as a result of the sharing of Information solely for the purpose set out in sub-clause 2(e)(regarding policy proposals), subclause 2(f)(regarding system testing), or subclause 2(g)(regarding statistical analysis and research purposes).

8. Clause 6A of the Main Body of the Agreement

A new clause 6A is added to the Agreement in the following terms:

6A. Procedure for adverse actions by Ministry of Social Development in relation to child support payments

- (a) This clause applies to Adverse Actions in respect of benefits (for example, a decision to reduce or suspend the benefit).
- (b) The Parties agree that MSD may dispense with notice requirements under section 152 in respect of any Adverse Actions specified in Schedule 2 that may be taken by MSD in relation to child support payments.
- (c) Before taking any of those Adverse Actions against an individual as a result of sharing Personal Information under this Agreement, MSD must comply with—
 - (i) all applicable internal policies and guidelines of MSD; and
 - (ii) the Solicitor-General's Prosecution Guidelines (as applicable).
- (d) MSD must, immediately after any decision to reduce or suspend a benefit, take reasonable steps to notify the individual of—
 - (i) the details of their benefit change; and
 - (ii) their right to review and appeal MSD's decision.

9. Clause 7 of the Main Body of the Agreement

Subclause 7(b) is amended to read in the following terms:

- (b) in person at Inland Revenue's Head Office in Wellington (IR, 55 Featherston Street, Wellington)

10. Clause 8 of the Main Body of the Agreement

Subclauses 8(e) and 8(i) are amended to read in the following terms:

- (e) All existing MoU agreements under the AISA will continue until amended or terminated by the Parties.
- (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 2020.

11. Clause 9 of the Main Body of the Agreement

Subclause 9(d)(v) is amended to read as follows:

- (v) The Lead Agency will use the results of the assessment to report on the operation of this Agreement as part of its annual report, in accordance with sections 154 to 156 of the Privacy Act 2020.

12. Clause 13 of the Main Body of the Agreement

Subclause 13(b) is amended to read as follows:

- (b) Amendments to this Agreement will be made in accordance with section 157 of the Privacy Act 2020.

13. Clause 15 of the Main Body of the Agreement

Subclause 15(a) is amended to read as follows:

- (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 2020 and this Agreement.



Inland Revenue
Te Tari Taake



MINISTRY OF
SOCIAL DEVELOPMENT
Te Manatū Whakahiato Ora

Information Sharing Agreement

Between

Ministry of Social Development

And

Inland Revenue Department

Pursuant to Part 7 of the Privacy Act 2020 and
section 18E(2) of the Tax Administration Act
1994

December 2023

Information Sharing Agreement

The Parties

Inland Revenue (IR) (acting through the Commissioner of Inland Revenue)

Ministry of Social Development (MSD) (acting through the Chief Executive)

The Agreement

This Agreement is put in place under Part 7 of the Privacy Act 2020 and section 18E(2) of the Tax Administration Act 1994 (TAA) to enable the Parties to share Information for the purpose of:

- (a) Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (b) Assessing and enforcing any obligations related to Benefits and Subsidies, including recovering any associated debt (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (c) Assessing and enforcing current or past Tax Obligations, including recovering any associated debt; and
- (d) registering new customers or updating customer Contact Information and Identifying Information (including in relation to taxpayers and applicants for, or current or past recipients of, Benefits or Subsidies);
- (e) Assessing the potential costs to the Crown of Policy proposals (at any stage of development) and modelling the impact of the proposals on individuals, or groups of individuals, who may be affected;
- (f) Testing systems and processes to enable subsequent sharing and use for any purpose (or purposes) stated in clause 2(a) – (e) where sharing for such a purpose is either already occurring or is reasonably anticipated; and
- (g) Statistical analysis and research (related to purposes (a) to (d) inclusive).

This Agreement replaces the Approved Information Sharing Agreement (dated 10 July 2017) between the Parties regarding the same subject matter.

Acceptance

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

For and on behalf of **Inland Revenue:**

Graham Poppelwell
Domain Lead, Information Sharing Inland Revenue

Date _____

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



Melissa Gill
Deputy Chief Executive, Organisational Assurance
and Communication Group
Ministry of Social Development

Date 6/12/2022

BACKGROUND

- A. The Government has set out its commitment to ensuring that government agencies share information as efficiently and effectively as possible.
- B. Prior to the execution of the AISA 2017, the Parties shared information under various agreements made under various sections of the TAA, the Income Tax Act 2007, the Student Loan Scheme Act 2011 and the Child Support Act 1991, each of which enabled them to share specified information for specified purposes.
- C. Through the execution of the AISA 2017 the Parties consolidated these various agreements into one Approved Information Sharing Agreement under section 18E(2) of the TAA and Part 7 of the Privacy Act 2020 which enabled a broader range of Information to be shared for a broader purpose.
- D. In mid-2021 the Parties agreed that using the Information shared (under the AISA 2017) for undertaking the costing and modelling of policy proposals would assist the development of public policy using information to assess the potential costs to the Crown and the impact on individuals, or groups of individuals, who may be affected. A new purpose to that effect (together with other relevant amendments) was therefore added to the AISA 2017 on 27 September 2021.
- E. In mid-2022 the Parties agreed that using the Information shared (under the AISA 2017) for system and operational testing for subsequent sharing and uses under the AISA 2017 would assist the implementation of public policy. A new purpose to that effect (together with other relevant amendments) was therefore added to the AISA 2017 on 1 August 2022.
- F. In 2022 the Parties agreed on the need for several further amendments that:
 - 1. Dispense with the adverse action notice requirement under section 152 of the Privacy Act 2020 so MSD may take Adverse Actions specified in Schedule 2 in respect of child support payments.
 - 2. Enable the sharing and use of information for statistical analysis and research.
- G. The Parties now wish to replace the AISA 2017 with this Agreement to reflect changes to legislation, consolidate all amendments to the AISA 2017 into one agreement, and retain the expanded range of purposes for which the Parties wish to be authorised to share Information.
- H. More specifically, the Parties wish to be authorised to share the Information, across their respective organisations for the purpose of:
 - a. Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
 - b. Assessing and enforcing any obligations related to Benefits and Subsidies, including recovering any associated debt (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
 - c. Assessing and enforcing current or past Tax Obligations, including recovering any associated debt;

- d. Registering new customers or updating customer Contact Information and Identifying Information (including in relation to taxpayers and applicants for, or current or past recipients of, Benefits or Subsidies);
 - e. Assessing the potential costs to the Crown of policy proposals (at any stage of development) and modelling the impact of the proposals on individuals, or groups of individuals, who may be affected;
 - f. Testing systems and processes to enable subsequent sharing and use for any purpose (or purposes) stated in clause 2(a) – (e) where sharing for such a purpose is either already occurring or is reasonably anticipated; and
 - g. Statistical analysis and research (related to purposes (a) to (d) inclusive).
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TERMS

1. Defined Terms

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

Adverse Action has the meaning specified at section 177 of the Privacy Act 2020.

AISA means this Approved Information Sharing Agreement between the Parties that is made under section 18E(2) of the TAA and Part 7 of the Privacy Act 2020, is approved by the Order in Council, and includes the Schedules and any amendment made by the Parties.

AISA 2017 means the AISA (dated 10 July 2017) between the Parties that was made under section 18E(2) of the TAA and Part 7 of the Privacy Act 2020 (previously section 81A of the TAA and Part 9A of the Privacy Act 1993) on the same subject matter, including the amendments that were made up until the date of this AISA.

Assess includes reassess and determine.

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

Benefit means:

- (a) a benefit as defined in Schedule 2 of the Social Security Act 2018; and
- (b) any other amount that is payable or may be paid under the Social Security Act 2018, including-
 - (i) a funeral grant that may be paid under section 90 of that Act; and
 - (ii) any special assistance grant that may be paid under any welfare programme approved under section 100 or 101 of that Act.

Chief Executive means the Chief Executive of MSD.

Commissioner has the meaning specified at section 3(1) of the TAA.

Dependent Child has the meaning specified Schedule 2 of the Social Security Act 2018.

Information means the information that may be shared between the Parties under this Agreement, including Personal Information, as described at Schedule 1.

Information Sharing Agreement has the meaning specified at section 138 of the Privacy Act 2020.

Inland Revenue Acts means the Acts referred to at section 16C(1) of the TAA.

IRD Number has the meaning given to tax file number by section 3(1) of the TAA.

Lead Agency means IR.

Maori Authority has the meaning specified at section YA1 of the Income Tax Act 2007.

MOUs means the memoranda of understanding that the Parties enter into pursuant to this Agreement.

Order in Council means the Order in Council that approves this Agreement and that is made under sections 145 to 147 of the Privacy Act 2020.

Parent, in relation to any person, means a person who is the person's mother, father, guardian, step-parent, or is acting in place of a parent.

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

Personal Information has the meaning in section 7(1) of the Privacy Act 2020.

Privacy Commissioner means the Commissioner established under section 13 of the Privacy Act 2020.

Subsidies means 1 or more of:

- (a) working for families tax credits payable under Income Tax Act 2007 and the TAA;
- (b) community services cards issued under regulations made under either or both of the Pae Ora (Healthy Futures) Act 2022 or the Social Security Act 2018;
- (c) student loans payable under the "student loan scheme" as defined in the Student Loan Scheme Act 2011;
- (d) student allowances payable under regulations issued under the Education and Training Act 2020;
- (e) child support payable under the Child Support Act 1991;
- (f) income-related rent payable under the Public and Community Housing Management Act 1992; and
- (g) social housing available under the Public and Community Housing Management Act 1992.

TAA means the Tax Administration Act 1994.

Tax Obligations means tax obligations arising under the Inland Revenue Acts.

Working Day has meaning specified at section YA 1 of the Income Tax Act 2007.

Working for Families Tax Credit has the meaning given to WFF tax credit in section MA 8 of the Income Tax Act 2007.

2. **Purpose**

The purpose of this Agreement is to authorise the sharing of Information and

enable the Information to be used for the purpose of:

- (a) Assessing eligibility for, and entitlement to, Benefits and Subsidies (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (b) Assessing and enforcing any obligations related to Benefits and Subsidies, including recovering any associated debt (in relation to applicants for, or current or past recipients of, Benefits or Subsidies);
- (c) Assessing and enforcing current or past Tax Obligations, including recovering any associated debt;
- (d) Registering new customers or updating customer Contact Information and Identifying Information (including in relation to taxpayers and applicants for, or current or past recipients of, Benefits or Subsidies);
- (e) Assessing the potential costs to the Crown of policy proposals (at any stage of development) and modelling the impact of the proposals on individuals, or groups of individuals, who may be affected;
- (f) Testing systems and processes to enable subsequent sharing and use for any purpose (or purposes) stated in clause 2(a) – (e) where sharing for such a purpose is either already occurring or is reasonably anticipated; and
- (g) Statistical analysis and research (related to purposes 2(a) to 2(d) inclusive).

3. Information to be shared

- (a) Each Party may share the Information with the other Party, and each Party may use the Information for 1 or more of the purposes specified at clause 2.
- (b) Notwithstanding sub-clause 3(a) above, the Information that is shared solely for the purpose described in:
 - i. sub-clause 2(e)(regarding policy proposals);
 - ii. sub-clause 2(f)(testing systems and operational processes); or
 - iii. subclause 2(g)(used for statistical analysis and research).may only be used for that purpose.
- (c) Notwithstanding sub-clause 3(a) above, any output from the analysis or research of Information shared under subclause 2(g) must not be disclosed in a form that could reasonably be expected to identify an individual concerned.

4. Exemptions and/or modifications to information privacy principles

For the purposes of this Agreement, information privacy principles 2 and 11 which are set out in section 22 of the Privacy Act 2020 are modified (by the Order in Council) as follows:

(a) Principle 2: Source of Personal Information

It is not a breach of information privacy principle 2 for the Parties to collect Personal Information from each other for the purposes of this Agreement.

(b) **Principle 11: Limits on disclosure of Personal Information**

It is not a breach of information privacy principle 11 for the Parties to disclose Personal Information to each other for the purposes of this Agreement.

5. **The public services that this Agreement is intended to facilitate**

The public services that this Agreement is intended to facilitate are the accurate and efficient:

- (a) Assessment of eligibility for, and entitlement to, Benefits and Subsidies; and
- (b) Assessment and enforcement of Tax Obligations, including recovering any associated debt; and
- (c) Assessment and enforcement of obligations relating to Benefits and Subsidies, including recovering any associated debt.
- (d) Development of public policy using information to assess the potential costs to the Crown and the impact on individuals, or groups of individuals, who may be affected.
- (e) Research and analysis for the purposes (a) – (d) inclusive.

6. **Adverse Actions**

- (a) Section 152 of the Privacy Act 2020 requires parties to an Approved Information Sharing Agreement to provide written notice to individuals before any Adverse Action is taken against them on the basis of information shared under that agreement, including details of the Adverse Action that the party proposes to take and the Personal Information about the individual on which the action is based. The notice must give those individuals 10 Working Days to dispute the correctness of the information. Section 153 of that Act allows an Approved Information Sharing Agreement to provide that a party to that agreement may give a shorter period of notice or dispense with the notice requirement.
- (b) The Parties agree to dispense with the notice requirement under section 152 where the sharing of Personal Information under this Agreement gives either Party reasonable grounds to suspect that:
 - (i) a crime has been committed, is being committed, or will be committed; and
 - (ii) the Personal Information is relevant to the Party's decision-making on preventative, investigative or enforcement interventions related to that crime; and
 - (iii) advance notification by a Party to a suspect of an Adverse Action might defeat the purpose of the intervention.
- (c) The Parties agree that IR may dispense with the notice requirement under section 152 in order to immediately suspend payment to an individual of all or part of an interim instalment of a credit of tax under subparts MA to MG and MZ of the Income Tax Act 2007 when IR identifies a discrepancy between Information shared and information supplied to IR if, before or immediately after the decision to suspend,

IR gives a written notice to the individual that:

- (i) provides details of the discrepancy and the suspension of payment of the credit of tax and any other Adverse Action which IR proposes to take; and
- (ii) states that the individual has 5 Working Days from the receipt of the notice to show cause why payment of the credit of tax ought not to have been suspended or why the Adverse Action should not be taken, or both—

and the other Adverse Action must not be taken until expiration of those 5 Working Days.

- (ca) The Parties agree that MSD will dispense with the notice requirement under section 152 in respect of Adverse Actions specified in Schedule 2 that may be taken by MSD in relation to child support payments.

MSD must, immediately after any decision to reduce or suspend the benefit, take steps that are reasonable to notify the individual of:

- (i) the detail of their benefit change;
 - (ii) their right to review and appeal MSD's decision.
- (d) The Adverse Actions that the Parties may take under this Agreement are specified in Schedule 2.
- (e) Notwithstanding sub-clauses 6(a)-6(e) above, the Parties may not take any Adverse Action as a result of the sharing of Information solely for the purpose set out in sub-clause 2(e)(regarding policy proposals), subclause 2(f)(regarding system testing), or subclause 2(g)(regarding statistical analysis and research purposes).

7. Where you can view this document

This document is available:

- (a) on the public website of each Party; or
- (b) in person at Inland Revenue's Head Office in Wellington (IR, 55 Featherston Street, Wellington).

8. Overview of operational details

- (a) The Information will be transferred securely between the Parties using the methods specified in clause 9 and in accordance with the MOUs.
- (b) The Information shared mainly relates to personal details (for example, name, address or contact details), family circumstances (spouse, children and care arrangements), income details, or unique identifiers (IRD Number or social welfare number).
- (c) The Parties will compare Information shared under this Agreement to verify individual entitlements to Benefits and Subsidies, to reduce Benefit debt and to Assess Tax Obligations. The Parties will use existing systems and practices to confirm Information is correct before relying on it. For example, the Parties may confirm the Information with the individual or the source of the information (e.g. an employer).
- (d) Both MSD and IR will, with some exceptions, provide written notice to

individuals in advance of any Adverse Action proposed to be taken against them (see clause 6).

- (e) All existing MoU agreements under the AISA 2017 will continue under this AISA until amended or terminated by the Parties.
- (f) The MOUs 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, as described at clause 9 below;
 - (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 under the MOU;
 - (vi) governance processes, including processes that enable regular review of the MOUs and resolution of any disputes between the Parties;
 - (vii) provisions that specify how the MOU 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 MOUs, 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 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 2020.

9. **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 (including by encrypted USB Iron Key, SEEMail, Secure File Transfer Protocol, or B2B framework, as applicable to the particular MOU);
- (ii) the appointment of Authorised Staff;
- (iii) the training of Authorised Staff, so that they share Information appropriately and in accordance with this Agreement;

- (iv) ensuring that the Information is of adequate quality at the time it is provided to the other Party;
- (v) ensuring that the Information is only used for the purposes specified in this Agreement.

(b) Disclosure

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

(c) Privacy breaches

Each Party will be responsible for the investigation of privacy breaches as appropriate in the circumstances. Where Personal Information is found to have been inappropriately accessed or disclosed, the relevant Party's internal investigation processes will be applied. Where an internal investigation confirms the loss of, or unauthorised access to, Personal Information, the Privacy Commissioner will be notified if required, in accordance with the Privacy Commissioner's Privacy Breach Guidelines.

(d) Audit

- (i) The Parties will assess the operation of this Agreement annually 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 assessment of mechanisms and procedures for the secure storage and transfer of Information may involve completion of the security Certification and Accreditation process that is required by the Government Chief Information Officer at the Department of Internal Affairs.
- (iv) The Parties will co-operate with each other during the assessment process and will take all reasonable actions to make the required resources available.
- (v) The Lead Agency will use the results of the assessment to report on the operation of this Agreement as part of its annual report, in accordance with sections 154 to 156 of the Privacy Act 2020.

10. 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.

11. Security in the event of a breach

- (a) If a Party has reasonable cause to believe that any breach of any security provisions in this Agreement or the MOUs has occurred or may

occur, that Party may investigate that actual or suspected breach as it deems necessary.

- (b) The other Party shall ensure that reasonable assistance is provided to the investigating Party in connection with the investigation.
- (c) The investigating Party will ensure that the other Party is kept informed of any developments.
- (d) Compliance by IR officers with this clause 11 is subject to their obligations under the TAA.
- (e) A Party may suspend its sharing of Information under clause 3 of this Agreement to allow time for a security breach to be remedied.

12. 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 Commissioner and the Chief Executive, or their delegates, for resolution.
- (c) The Parties will continue to comply with their obligations under this Agreement despite the existence of any dispute.

13. Amendments

- (a) Any amendments to this Agreement must be in writing and signed by the Commissioner and the Chief Executive, or their delegates.
- (b) Amendments to this Agreement will be made in accordance with section 157 of the Privacy Act 2020.
- (c) If the Parties are unable to agree on any amendments, the matter will be dealt with under clause 12.

14. Term and termination

- (a) This Agreement comes into force on the date on which the Order in Council comes into force 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 AISA 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 MOUs 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.

15. 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 2020 and this

Agreement.

- (b) The initial contact persons are as follows:
 - (i) MSD: Director, Information Sharing.
 - (ii) IR: Manager, Information Sharing Hub.
- (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.

16. **Precedence**

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

SCHEDULE 1: INFORMATION

The Parties may share Information that falls into the following categories:

Category	Definition
Contact Information	Information that may be used to contact an identifiable individual or that individual's nominated representative(s), including names, email and postal addresses, and telephone numbers.
Identifying Information	Information that identifies, or relates to the identity of, an individual, including names, aliases, and the date and location of the individual's birth and death.
Information about Domestic Relationships	<p>Information about Domestic Relationships (as defined below), including:</p> <ul style="list-style-type: none">(a) the current and previous names, aliases, contact details, and dates of birth of persons with whom an identifiable individual has or had a Domestic Relationship; and(b) in relation to any of those persons, information about employment, information about finances and income, information about social assistance, and information about tax (as defined below). <p>Domestic Relationship means a current or previous relationship between an identifiable individual and another person who is or was:</p> <ul style="list-style-type: none">(a) the individual's spouse or partner;(b) the child of the individual or of the individual's spouse or partner;(c) the Parent of the individual;(d) any other family member of the individual; or(e) another person who ordinarily shares or shared a household with the individual.
Information about employment	<p>Information about an individual's employment, including:</p> <ul style="list-style-type: none">(a) an individual's current or previous engagement in a contract of service or a contract for service;(b) the employer's name, trading name, contact details, and IRD number;(c) the name by which the employer knows or knew the individual;(d) the date on which the individual commenced and ceased employment with the employer;(e) details of the income that the individual earned with the employer and the period of payment; and(f) the individual's tax code for the period.

Category	Definition
Information and finances and income	<p>Financial information about an individual, including:</p> <ul style="list-style-type: none"> (a) the individual's bank account number; (b) any debt due to the Crown resulting from overpayment of any Benefit or Subsidy or underpayment of tax; (c) information about the income of that individual, including: <ul style="list-style-type: none"> i. salary and wages income; ii. interest, dividends, and Maori Authority distributions; iii. business income; and iv. other taxable and non-taxable income.
Information about social assistance	<p>Information about the Benefits and Subsidies received by an individual, including:</p> <ul style="list-style-type: none"> (a) the amount paid; (b) recovery of over-payments; (c) current and previous account status; (d) entitlements; (e) payment methods; (f) account balance; and (g) information about whether that individual has or had: <ul style="list-style-type: none"> i. 1 or more Dependent Children; and ii. a spouse or partner.
Information about tax	<p>Information about an individual's current or previous tax affairs, including:</p> <ul style="list-style-type: none"> (a) tax class; (b) tax year; (c) tax paid; (d) tax refunds; (e) tax adjustments; and (f) IRD Number.

SCHEDULE 2: ADVERSE ACTIONS

1. The type of Adverse Action a Party may take is dependent on:
 - (a) the immediacy of the action required; and
 - (b) the nature and value of the Information that it receives from the other Party 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 steps to:
 - (a) Assess eligibility for, or entitlement to, Benefits and Subsidies that are applied for or received;
 - (b) Assess whether obligations in relation to Benefits and Subsidies that are applied for or received have been met; and
 - (c) enforce any unmet obligations in relation to Benefits and Subsidies that are applied for or received.
3. The steps referred to at clause 2 of this Schedule 2 include, but are not limited to:
 - (a) investigation;
 - (b) refusal to grant, or suspension or cessation of, or review or reassessment of entitlement to, a Benefit or Subsidy;
 - (c) debt recovery; and
 - (d) prosecution.
4. The types of Adverse Action that IR may take are steps to:
 - (a) Assess whether Tax Obligations have been met;
 - (b) Assess eligibility for, or entitlement to, Subsidies that are applied for or received;
 - (c) Assess whether obligations in relation to Subsidies that are applied for or received have been met; and
 - (d) enforce any unmet Tax Obligations or unmet obligations in relation to Subsidies that are applied for or received.
5. The steps referred to at clause 4 of this Schedule 2 include, but are not limited to:
 - (a) investigation;
 - (b) refusal to grant, or suspension or cessation of, or review or reassessment of entitlement to, a Subsidy;
 - (c) reassessment of Tax Obligations (which may result in the requirement to pay of a higher amount of tax);
 - (d) debt recovery; and
 - (e) prosecution.
6. The Parties may use their statutory powers to support these actions.

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

- (a) whether criminal proceedings should be commenced;
- (b) what charges should be filed; and
- (c) whether, if commenced, criminal proceedings should be continued or discontinued.

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

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