

Vodafone New Zealand Limited

Agreement between Vodafone New Zealand Limited and the New Zealand Police for information requests and investigative assistance.

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Part 1: Parties and general terms

1. Parties

1.1 Vodafone New Zealand Limited ("**Vodafone**").

1.2 The New Zealand Police ("**the Police**").

Background

1.3 This Agreement formalises the relationship between the parties in respect of the assistance that Vodafone will provide to the Police when performing duties in relation to law enforcement and public safety. It is necessary to formalise the relationship between the parties so that:

- (a) the expectations, obligations and procedures of each party are clearly defined;
- (b) the efficiency of both parties in the provision of their respective services is improved; and
- (c) the privacy of Vodafone's customers is protected.

1.4 It is acknowledged that the provision of assistance may involve the disclosure of personal information about Vodafone's customers and third parties who use the Vodafone Network. Vodafone wishes to protect the confidence of communications on the Vodafone Network and the privacy of its customers. However, Vodafone acknowledges that, where disclosure is reasonably necessary for the Police to prevent or investigate a crime, it may be in the public interest for disclosure to be given.

1.5 To achieve an appropriate balance between those competing values, the Agreement provides that all disclosure of personal information will be made in accordance with the Privacy Act 1993, the Telecommunication Information Privacy Code 2003 and Vodafone's contractual obligations to its customers. The Agreement also recognises that a high expectation of privacy attaches to certain information and, accordingly, will not be disclosed without the provision of a warrant requiring disclosure.

1.6 At the time of signing, this agreement does not cover data interception procedures, process or cost recoveries in terms of the Telecommunications (Intercept Capability) Act 2004. Vodafone's Public Data Network interception capability will be in place in accordance with the Act by 5 April 2009. Once agreement on procedures processes and cost recoveries have been concluded, the Parties may include them as an amendment to this agreement.

General terms

1.7 Vodafone agrees to provide assistance to the Police in accordance with the terms and conditions of the Agreement and the Police agree to reimburse the actual and reasonable costs associated with providing this assistance in accordance with Schedule 8.

Interpretation

1.8 For the purpose of the Agreement:

Agreement means this Agreement including any schedules.

Authorised approver means a sworn member of the Police who has been nominated by the Police to approve and sign Information Requests Forms for Customer Subscriber Information.

Cellphone means a mobile cellular telephone handset used on either the GSM or UMTS digital cellular telecommunications network.

Cell site information means the physical location of a cell site, the coverage of a cell site and maximum service distance of a cell site. Where details of the strength and

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quality of the signal are also available, these will require the services of an Engineer and for which Vodafone will require a written Information Request Form signed by an Authorised Approver.

Customer subscriber information means a customer name, address, date of birth, activation date and / or telephone number(s).

Customer telecommunications information



Information requests means any request for information held by Vodafone received from the Police on an Information Request Form signed by an Authorised Approver.

Information requests forms means the form contained in Part 5, Schedule 3 of the Agreement.

Vodafone cellular network means the GSM and UMTS digital cellular telecommunications network owned and operated by Vodafone in New Zealand and used by Vodafone to provide services to its customers.

Vodafone fixed network means the copper and fibre-optic telecommunications network owned and operated by Vodafone in New Zealand and used by Vodafone to provide services to its customers.

Vodafone network includes the Vodafone Cellular Network, the Vodafone Fixed Network, the Vodafone Internet Service Provider (ISP) environment and all the systems and equipment that support these environments.

Administration

1.9 The Agreement shall commence on 1 July 2008 and shall continue until terminated in accordance with clause 1.12 or in the event that the parties are unable to agree on Vodafone's annual costs recovery charge in accordance with Schedule 8.

1.10 The Agreement supersedes any prior agreement or arrangement between the parties.

1.11 No rights under the Agreement can be assigned by the Police.

1.12 Either party may terminate the Agreement, at any time, by giving the other party no less than three months written notice.

Confidential information

1.13 The parties agree that the terms of the Agreement are confidential and cannot be disclosed to any third party without the consent of both parties, unless disclosure is required by law.

Relationship with other (third party) telecommunications carriers

1.14 Notwithstanding the confidentiality provision contained in clause 1.13, the parties agree that this Agreement, excluding those terms relating to price, may be shown to other (third party) telecommunications service providers ("TSPs"). The Police further agree that, before entering into any similar agreement with any other TSP, they will

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disclose the terms, other than terms relating to price, of any such agreement to Vodafone.

1.15 Vodafone provides cellular service to customers on the Vodafone Network and also provides access to that network to TSPs. TSPs do not have total visibility over the Vodafone Network and may not be able to trace all calls. The Police agree to direct enquiries for subscriber information, calling records and billing records relevant to customers of other TSPs directly to the relevant TSP in the first instance.

Liability and indemnity

1.16 [REDACTED]

1.17 [REDACTED]

1.18 [REDACTED]

Disputes resolution

1.19 Any dispute or difference which arises between the parties in relation to this Agreement ("**Dispute**") must be resolved in accordance with this section.

1.20 If a Dispute arises, either party may give written notice to the other requiring that the Dispute be resolved in accordance with this section (**Dispute Notice**). The Dispute Notice must be sent to the National Crime Manager (Police) and the Head of Fraud Risk and Security (Vodafone). A party's Dispute Notice must specify:

- (a) the nature of the Dispute; and
- (b) its suggestion for settling the Dispute.

1.21 The National Crime Manager and the Head of Fraud Risk and Security shall negotiate in good faith to resolve the Dispute within 10 working days of the receipt of the Dispute Notice. If the parties are unable to resolve the Dispute within [10] working days of receipt of the Dispute Notice, then the Dispute shall be elevated to the Governance Team (refer Schedule 7: Governance Framework), unless agreed otherwise. If the Governance Team are unable to reach a resolution to the Dispute within 10 working days of the referral of the dispute to them, then the Dispute shall be elevated to the Executive Team (refer Schedule 7: Governance Framework) for final resolution.

1.22 Should the Executive Team not agree on a resolution to the Dispute within 10 working days of the referral of the Dispute to them, then either party may terminate the Agreement in accordance with clause 1.12.

1.23 Each party to the agreement shall be responsible for their own costs in relation to resolution of any Dispute.

Media policy

1.24 From time to time the parties may receive media enquiries relating to issues addressed by this Agreement. The objective this section is to ensure:

- (a) the safety of Police and Vodafone employees and contractors;
- (b) the safety of members or the public;
- (c) the integrity of potential Court evidence; and

Vodafone protocol, Continued...

(d) future Police operations and investigations are not compromised in any way through media statements or comments.

1.25 Notwithstanding the confidentiality provision contained in clause 1.13 of the Agreement, the parties may comment or issue statements to the media and third parties in accordance with clauses 1.26 to 1.31.

1.26 All comments and statements made to the media shall only be in response to a specific query from the media unless otherwise agreed by the parties.

1.27 Any comments or statements made to the media by the parties or any one of them shall be made or approved by the party's respective communications specialists.

1.28 The parties shall, where reasonably possible, consult with each other before finalising any media statement or comment. (24 hour contact details for each party's nominated communications specialist are contained in Schedule 4).

1.29 In the event that Vodafone is unable to contact the Police before making a media statement, the parties agree that Vodafone may make the following statement:

"Vodafone assists the Police in a manner consistent with that of a good corporate citizen and in compliance with the law. Other than that, for security reasons, Vodafone has a policy of not commenting publicly on Police operations which may or may not involve Vodafone. Enquiries regarding Police operations or investigations should be referred to the Police."

1.30 In the event that the Police are unable to contact Vodafone before making a media statement, the parties agree that the Police may make the following statement:

"Vodafone assists the Police in a manner consistent with that of a good corporate citizen and in compliance with the law".

1.31 Each party agrees that where they receive enquiries from parties other than the media relating to issues set out in this Agreement, they will act in a way that ensures the objectives of this section set out at clause 1.24 are not compromised.

1.32 Similarly, from time to time the parties may receive enquiries relating to issues addressed by this Agreement from members of the public. The parties agree that the same principles detailed in 1.24 – 1.31 will be applied with the default statement being:

"We are unable to confirm or deny Vodafone's involvement in Police matters".

Signed for and on behalf of
The New Zealand Police by

Signed for and on behalf of
Vodafone New Zealand Limited by

.....
Howard Broad
Commissioner of Police

.....
Russell Stanners
Chief Executive Officer

Date

Date

Part 2: Protocol one

The disclosure of customer calling activity and subscriber information to the police

2. Requests to Vodafone to disclose Customer Subscriber Information

2.1 In the course of a criminal investigation, Vodafone may, in accordance with clauses 2.2 and 2.6 of the Agreement, provide Customer Subscriber Information to the Police.

2.2 Subject to clause 3.6, the Police must make a written request for the disclosure of Customer Subscriber Information using the Information Request Form contained in Part 4, Schedule 3 of this Agreement. In particular, the written request must:

- (a) be signed by the requesting Police officer;
- (b) certify that the request for disclosure is made in reliance of one of the exceptions contained in Rule 11 of the Telecommunications Privacy Code 2003;
- (c) specify the relevant exception to the Telecommunications Privacy Code 2003 upon which the request for disclosure is relied upon and provide reasons for why that exception applies;
- (d) provide clear details of the Customer Subscriber Information requested;
- (e) be approved and signed by an Authorised Approver; and
- (f) acknowledge that Vodafone shall not be liable for any errors or omissions in the provision of Customer Subscriber Information.

2.3 The written request must be sent to Vodafone's Agency Liaison Team. Upon receipt of the written request, Vodafone will consider whether disclosure of the Customer Subscriber Information requested is permitted. If Vodafone is satisfied that the request to disclose Customer Subscriber Information does not breach Vodafone's statutory or contractual obligations, Vodafone will provide the Customer Subscriber Information requested, unless clause 2.4 applies.

2.4 Vodafone may, in its discretion, require a warrant to be issued and executed in relation to the Customer Subscriber Information requested before releasing that information.

2.5 The Police shall provide an up to date list of Authorised Approvers from time to time.

Urgent requests to Vodafone to release customer subscriber information

2.6 In circumstances which are considered urgent by the Police, a member of the Police may make a verbal request for the disclosure of Customer Subscriber Information to Vodafone. The verbal request shall specify the same matters contained in clause 2.2, and shall be followed, within one working day, by a completed Information Request Form recording those matters.

2.7 Upon receipt of the verbal request, Vodafone will consider whether disclosure of the Customer Subscriber Information requested is permitted. If Vodafone is satisfied that the request to disclose Customer Subscriber Information does not breach Vodafone's statutory or contractual obligations, Vodafone will provide the Customer Subscriber Information requested unless clause 2.4 applies.

2.8 The Police agree that they will only make a verbal request for Customer Subscriber Information if there are reasonable grounds to believe that the circumstances are urgent and that Customer Subscriber Information is required:

- (a) in relation to a serious and imminent threat to public health, public safety or the life and/or health of an individual; or

Vodafone protocol, Continued...

(b) for investigative purposes and any delay in the provision of that information could critically impede the investigation of a serious offence.

2.9 The Police agree that they will provide sufficient information to Vodafone at the time of the verbal request to allow Vodafone to be satisfied that the requirements of clause 2.8 are met. Where Vodafone is not satisfied that the request meets the requirements of clause 2.8, Vodafone may, in its discretion, require a warrant to be issued and executed in relation to the Customer Subscriber Information requested before releasing that information.

Requests to Vodafone to disclose customer telecommunications information

2.10 Vodafone will only release Customer Telecommunications Information upon receipt of an appropriate warrant.

2.11 Vodafone accepts that a good facsimile copy of a search warrant addressed to the Government Liaison and Information Disclosure Manager will be sufficient to consider the warrant served. The contact details of the Government Liaison and Information Disclosure Manager is contained in Part 5, Schedule 5 of this Agreement.

Constraints on disclosure

2.12 The Police accept that, because of competing priorities associated with the use of Vodafone's computer systems, there may be rare occasions when Vodafone may be unable to assist the Police in either discharging an Information Request Form or a search warrant served on Vodafone. Vodafone undertakes to provide assistance to the Police in accordance with the Service Level Agreement contained in Part 5, schedule 6 of this Agreement. Where Vodafone is unable to provide assistance within the agreed Service Level Agreement time frames, the requesting Police officer will be notified at the time Vodafone becomes aware they will not be able to action the request in the agreed timeframe.

2.13 To assist Vodafone, the Police may nominate a member of the Police to be a liaison contact between the Police and Vodafone to determine priorities between Information Requests relating to large scale or complicated operations. The Police will notify Vodafone's Government Liaison and Information Disclosure Manager if an appointment is made and the contact details of that appointee.

Part 3: Protocol two

Technical assistance that Vodafone may be able to provide to police involved in armed offenders, hostage or other very serious situations

3. Technical assistance

3.1 Vodafone is able to provide to the Police technical assistance [REDACTED] (“**Technical Assistance**”). The Technical Assistance that Vodafone can provide is outlined in the table below in clause 3.3.

3.2 The Police shall bear all risk, responsibility and liability to both life and property associated with Vodafone [REDACTED] when Vodafone is requested to do so by the Police under this Protocol.

3.3 The technical assistance that Vodafone can provide is summarised below:

Assistance	Description
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Request to Vodafone for technical assistance

3.4 Vodafone agrees to provide Technical Assistance upon receipt of a verbal request to its Government Liaison and Information Disclosure Manager. The verbal request must be from one or more of the Supervisor of the Communications Centre or the officer in Charge of the Police Negotiating Team or the officer in Charge of the Armed Offender Squad or a member of the Police that either holds the rank of Senior Sergeant or acting Senior Sergeant.

3.5 The Police must send a written request, within one working day of the verbal request being made, using the form contained in Part 5, schedule 4 of the Agreement.

3.6 The Police agree that they will only make a request for Technical Assistance if there are reasonable grounds to believe that a person(s) life is in imminent real or actual danger and that the threat to that person(s) can be lessened by Vodafone providing Technical Assistance.

Restoring service to normal

3.7 The Police will advise Vodafone’s Government Liaison and Information Disclosure Manager by telephone as soon as the incident has reached a stage where Vodafone’s technical intervention is no longer necessary and the functionality can be restored to normal. This is to be confirmed by fax as soon as possible. Upon receipt of such notification, Vodafone’s Government Liaison and Information Disclosure Manager will restore the relevant cellphone service to its original state.

Part 4: Protocol three

Interception requirements

4. Interception of private communications

Interception warrants

4.1 Where the Police have obtained an interception warrant and have made a request in accordance with clause 4.2 then Vodafone agrees to assist the Police in intercepting private communications on the Vodafone Network.

4.2 All requests by Police to Vodafone for assistance to intercept a private communication on the Vodafone network will be made by either the Manager: Crime Monitoring Centre or the Operations Manager: Crime Monitoring Centre to the Vodafone Government Liaison and Information Disclosure Manager.

4.3 All requests for interception will be provided via e-mail to the Vodafone Agency team [REDACTED] on the Crime Monitoring Centre's e-mail template and include a Certificate of Existence of an Interception Warrant as contained in Schedule 2A.

4.4 In addition to the requirements in clause 4.3 the request will be followed up with a telephone call to the Vodafone Information Disclosure Manager to ensure Vodafone can meet the Service Level Agreement timeframe noted in Schedule 6.

4.5 Interception warrants served on Vodafone outside Vodafone's normal business hours of 7.30am to 5pm week days (excluding public holidays), must be advised to the Government Liaison & Information Disclosure Manager to ensure resources are available.

Call data warrants

4.6 Where the Police have obtained a Call Data warrant and have made a request in accordance with clause 4.7 then Vodafone agrees to assist the Police in provisioning this interception on the Vodafone Network.

4.7 All requests by Police to Vodafone for assistance in executing a Call Data Warrant will be made by either the Manager: Crime Monitoring Centre or the Operations Manager: Crime Monitoring Centre to the Vodafone Government Liaison and Information Disclosure Manager.

4.8 All Call Data warrant requests will be provided via e-mail to the Vodafone Agency team [REDACTED] on the Crime Monitoring Centre's e-mail template and include a Certificate of Existence of an Interception Warrant as contained in Schedule 2A.

4.9 In addition to the requirements in clause 4.8 the request will be followed up with a telephone call to the Vodafone Information Disclosure Manager to ensure Vodafone can meet the Service Level Agreement timeframe noted in Schedule 6.

4.10 Call Data warrants served on Vodafone outside Vodafone's normal business hours of 7.30am to 5pm week days (excluding public holidays), must be advised to the Government Liaison & Information Disclosure Manager to ensure resources are available.

Part 5: Schedules

This section contains the below topics:

[Schedule 1: Services offered under agreement](#)

[Schedule 2: Certificate of existence of telecommunications act call data warrant](#)

[Schedule 2A: Certificate of existence of interception warrant](#)

[Schedule 3: Information request form](#)

[Schedule 4: Written request by Police for technical assistance from Vodafone](#)

[Schedule 5: Contact Details](#)

[Schedule 6: Service level agreement](#)

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Schedule 2: Certificate of existence of telecommunications act call data warrant

Download the [certificate of existence of telecommunications act call data warrant](#) template (word doc, 33 KB)

Schedule 2A: Certificate of existence of interception warrant

Download the [certificate of existence of interception warrant](#) template (word doc, 33 KB)

Schedule 3: Vodafone information request form

The Vodafone information request form is available through Microsoft Word> Police Forms> Reports> Vodafone - Information request form.

Schedule 4: Written request by Police for technical assistance from Vodafone

Download the [written request](#) template (word doc, 40 KB)

Schedule 5 to Vodafone protocol, Continued...

Schedule 5: Contact details

Types of assistance	Vodafone	Contact details
Standard requests		
Disclosure of historical customer information, including subscriber information , call and text data, billing information and cell site data	Agency Liaison Team	Phone: [REDACTED] Fax: [REDACTED] Email: [REDACTED] Postal Address: [REDACTED] Address for service of documents: [REDACTED]
Urgent requests		
Technical assistance in serious situations where there a serious or imminent threat to public health, public safety or the life or health of an individual, including: Incoming call restrictions Outgoing call restrictions Call diversion Service disconnection Cellular communications Specialist technical support	Primary contact: Government Liaison and Information Disclosure Manager Phone: [REDACTED] Mob: [REDACTED]	Emergency Contact (outside normal business hours) Vodafone Customer Services Phone: [REDACTED]

Schedule 5 to Vodafone protocol, Continued...

<p>Variations to Protocol Dispute resolution</p>	<p>Primary contact: Government Liaison and Information Disclosure Manager</p> <p>[REDACTED]</p>	<p>Secondary contact: [REDACTED]</p> <p>Cellphone: [REDACTED]</p> <p>Fax: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>Physical Address: [REDACTED]</p>
<p>Media - Communications Specialist</p>	<p>[REDACTED] External Communications Manager</p>	<p>Cellphone: [REDACTED]</p> <p>Email: [REDACTED]</p>

Types of assistance	NZ Police	Contact details
<p>Overall responsibility for Police processes</p>	<p>Detective Superintendent Rodney Drew National Manager: Criminal Investigation</p>	<p>Phone: [REDACTED]</p> <p>Fax: [REDACTED]</p> <p>Cellphone: [REDACTED]</p> <p>Email: [REDACTED]</p> <p>Physical Address: 180 Molesworth Street, Wellington</p> <p>Postal address: P.O. Box 3017, Wellington 6140</p>

Schedule 5 to Vodafone protocol, Continued...

Administrative Responsibility	Detective Inspector Paul Berry	Phone: [REDACTED] Fax: [REDACTED] Cellphone: [REDACTED] Email: [REDACTED] Physical Address: 180 Molesworth Street, Wellington Postal address: P.O. Box 3017, Wellington 6140
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Schedule 6 to Vodafone protocol, Continued...

Schedule 6: Service level agreement

Deliverables	description	service level
Hours of operation Vodafone	Email: [REDACTED] Fax: [REDACTED] Phone: Reception: [REDACTED] Agency: [REDACTED] Vodafone Address for service: [REDACTED]	[REDACTED] [REDACTED]
Interception Management	Interceptions will be activated on receipt of; <ul style="list-style-type: none"> • Certificate of Existence • Call Data Warrant (if applicable) • Email request from CMC with PSTN, reference and OIC details and/or email details Vodafone reserves the right to request a copy of the Interception Warrant prior to activation.	<p>Activations</p> [REDACTED]
Information Disclosure Requests	Customer subscriber information will be provided on receipt of a correctly completed & approved Information Request form [see schedule 3] All other data will be disclosed on receipt of a valid S198 warrant or a call data warrant.	<p>Deactivations</p> [REDACTED]
		<p>Modifications</p> [REDACTED]
		<p>Call and Text Data</p> [REDACTED]
		3 business days [REDACTED]

Schedule 6 to Vodafone protocol, Continued...

	<p>If Vodafone agency liaison analysts are required to analyse and extract the data – a further [REDACTED] will be added to the SLA. Pre-warrant email requests will only be actioned for [REDACTED].</p> <p>[REDACTED] No information will be disclosed without a warrant. Confirmation will be provided if information is or isn't available.</p>	[REDACTED]
[REDACTED]	<p>Normal business hours</p> <p>Phone: [REDACTED]</p> <p>On receipt of a correctly completed and approved Information Request form.</p> <p>This information can be provided outside normal business hours if arranged with the Government Liaison and Information Disclosure Manager or by following the Emergency Services Afterhours process</p>	[REDACTED]
Briefs of Evidence	<p>Email request to [REDACTED]</p> <p>Must include the Vodafone file references and dates that data was despatched</p>	[REDACTED]
Technical Assistance	<p>Verbal request to the Vodafone Government Liaison and Information Disclosure Manager, followed by a Technical Request form [see schedule 4]</p>	
Technical Consultation	<p>Can only be performed if RF Engineer and Core Network Design resource is available.</p> <p>Arrange with the Government Liaison and Information Disclosure Manager.</p>	
Cellsite Information	[REDACTED]	[REDACTED]
Vodafone retail cctv store	Contact: Government	[REDACTED]

Schedule 6 to Vodafone protocol, Continued...

footage	Liaison and Information Disclosure Manager	
Vodafone Customer Care Voice Recordings	Contact: [REDACTED]	[REDACTED]
[REDACTED]	Email request to [REDACTED] Request must be approved by District Crime Managers	[REDACTED]
Court appearances	Require minimum of 48 hours notice for Auckland hearings and minimum of 5 business days for hearings outside Auckland.	
Emergency Services Calls	Normal business hours Phone: [REDACTED] Afterhours and public holidays Phone: [REDACTED] A correctly completed Police Emergency & After Hours Request form must be completed & faxed to a number nominated by the CSR	[REDACTED]

Schedule 7: Governance framework

Download the [governance frame work](#) (word doc, 66 KB)

Schedule 8: Cost recoveries

Confidential

Information under Schedule 8 is not published online. Any queries regarding this schedule are to be directed to the OC of the Policy and Projects Section within the National Crime Service Centre.