

**Supply of Oranga Tamariki-Ministry for Children Data
to the Integrated Data Infrastructure
Memorandum of Understanding**

Between

Stats NZ

and

Oranga Tamariki-Ministry for Children

To enable the supply of Oranga Tamariki-Ministry for Children information to
the Integrated Data Infrastructure

April 2019

SIGNATORIES

Signed for and on behalf of Oranga Tamariki-Ministry for Children



Date 18/4/19

Vasantha Krishnan
General Manager Evidence Centre

Signed for and on behalf of Stats NZ / Tatauranga Aotearoa



Date 17/4/19

Hamish James
General Manager – Customer Channels

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

Parties

1. The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry for Children, Oranga Tamariki (“Oranga Tamariki”).
2. The Sovereign in right of New Zealand acting by and through the Chief Executive of Stats NZ. (together referred to as “the Parties”)

Interpretation

3. In the Memorandum, unless the context otherwise requires:

Identified Information	Means any data, statistics, or information described in the attached schedules.
Integrated Data Infrastructure (IDI)	Means a large research database containing microdata about people and households.
Main Body of the Memorandum	Means clauses 1 to 45(inclusive) of this Memorandum.
Memorandum of Understanding (Memorandum)	Means the Memorandum of Understanding and all documents appended to it as Schedules and Appendices, and Memorandum has the corresponding meaning.
Official Statistics / Official Statistics System	Means statistics derived by government departments from statistical surveys, administrative and registration records, and other documents from which statistics are, or could be, derived and published.
Areas of common interest	Means those matters where each party contributes to a shared outcome or has a shared role or interest. This includes international agreements and cooperation and coordination across the wider government sector.

Purpose

4. The purpose of the Memorandum is to:
 - 4.1. provide a framework, and operating protocols, for the supply of Oranga Tamariki information to Stats NZ for use in the IDI;
 - 4.2. promote cooperation and coordination between Stats NZ and Oranga Tamariki on areas of common interest;
 - 4.3. provide a framework for a successful and enduring working relationship between the parties; and
 - 4.4. record the specific data sets to be provided to the IDI in a series of Schedules to the Memorandum.

Effect of this Memorandum

5. The Parties’ intention is for the Main Body of the Memorandum to set out the overarching principles governing the co-operation between the Parties, with the Schedules and Appendices

detailing the specific information disclosure arrangements between the Parties. The Schedules are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

6. This Memorandum replaces all existing Memoranda and variations relating to the disclosure of information between the Parties for use in the IDI.

Term

7. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 45.
8. Either party may request a review of the Memorandum.
9. The Memorandum may be varied in writing, and duly signed by the persons authorised to do so on behalf of Stats NZ and Oranga Tamariki.

Privacy Act 1993

10. The Parties will comply with the Privacy Act 1993 ("Privacy Act"), and all relevant Codes of Practice made under the Privacy Act at all times.

Management of the Relationship and Primary Contacts

11. Each party will nominate a Relationship Manager to act as that party's representative for managing the relationship between the Parties, and other high-level issues. The Relationship Managers will be responsible for:
 - 11.1. establishing and maintaining communication and understanding between the Parties; and
 - 11.2. providing assistance in resolving any disputes between the Parties.
12. In addition to nominating Relationship Managers, a Technical Contact will be nominated in the appendix of each Schedule to act as the first point of contact in all matters relating to the work covered by that Schedule.
13. Where a Schedule is related to the disclosure of identified information, Primary Contacts will be responsible for:
 - 13.1. coordinating the supply and delivery of data and supporting material; and
 - 13.2. notifying the other party of policy and systems changes at an operational level that may affect the supply or use of the data; and
 - 13.3. discussing and resolving, in the first instance, any data quality issues; and
 - 13.4. agreeing changes relating to the content and format of the data supplied and arrangements pertaining to supply and use.advising each other, in writing, of any change of contact people.

Use and Publication of Information

14. Both Parties agree that a disclosure of identified information between the parties, and any subsequent use, release, or publication of that information must be undertaken in accordance

with all relevant legislation including, but not limited to, the Statistics Act 1975, Official Information Act 1982, and the Privacy Act 1993.

15. Stats NZ will ensure that the data is de-identified before it is put into the 'clean' environment of the IDI and access is controlled according to the requirements in the Schedules.
16. Stats NZ agrees to consult with Oranga Tamariki before publishing Official Statistics derived from the operation of a Schedule to this Memorandum, where that data is relevant to Oranga Tamariki.
17. Both parties agree that provision of all Oranga Tamariki data to Stats NZ will occur in an agreed safe and secure manner.
18. Parties agree that all information disclosed, whether in the form of official statistical or research outputs, will meet Stats NZ's confidentiality requirements.
19. For the avoidance of doubt, any intellectual property disclosed in accordance with this Memorandum belongs to the Crown, but its use by the Parties is governed by this Memorandum.
20. For the avoidance of doubt, the Parties confirm that they will not take any adverse action (as defined in section 97 of the Privacy Act) against any individual on the basis of the information disclosed under this Memorandum.

Security of Information

21. All information supplied by Oranga Tamariki in accordance with this Memorandum (including any Schedule) is confidential and will be supplied by way of secure encrypted exchange mechanism or secure electronic transfer when available.
22. Each party will ensure its contractors and employees handling any information for the purposes of any information disclosure under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to that party.
23. The Parties will ensure that any specific security and confidentiality requirements will be set out in the Schedules to the Memorandum.
24. Stats NZ is the custodian of the IDI. Its access and use will be consistent with the Statistics Act 1975.

Costs

25. Any costs associated with the provision of data under the Memorandum will be described in the Schedules to the Memorandum, otherwise the Parties will each bear their respective costs.

Destruction and retention of information

26. The Parties will ensure that any identified information provided under the Memorandum is subject to the provisions of the Public Records Act 2005.

Dispute resolution

27. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation, to the Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for disagreement and what can be done to achieve agreement.
28. Where agreement cannot be reached, the issue will be escalated to the Relationship Managers, who will be asked to make judgements necessary to resolve the issue. If resolution is still not

possible, the Government Statistician and the Chief Executive of Oranga Tamariki may be advised, and asked to work together to resolve the issue.

29. The obligations in this Memorandum concerning security, use and destruction of information shall remain in force notwithstanding any termination of this Memorandum.

Order of precedence

30. In the event that there is a conflict between the Main Body of the Memorandum and any of the Schedules, the provisions of the Main Body of the Memorandum will take precedence over the Schedules unless specifically stated otherwise in the relevant Schedule.

Schedules to the Memorandum

31. Each disclosure of information in accordance with this Memorandum will be detailed in a specific Schedule.
32. New information to be disclosed under this Memorandum will be set out in a Schedule and added to this Memorandum by way of a variation agreed by the Parties.
33. The Parties agree that from time to time they will develop protocols relating to specific procedures and activities involving the Parties. These will be attached to this Memorandum as Schedules. New agreements or protocols may supersede existing ones. All current agreements or protocols will be attached as Schedules.
34. New Schedules may be developed and added with approval from each party's senior management or their delegated staff.
35. Reviews, modifications or terminations of existing Schedules may be undertaken by the agreement of the signatories to the Schedule. All changes must be notified to the senior management of the parties or their delegated staff, so that the master document can be amended.

Use of linked data

36. Stats NZ is responsible for making the linked dataset available to approved researchers for approved projects.
37. The linked data is to be used only for statistical or research purposes and, where applicable, a user of the data may also have obligations under the Tax Administration Act 1994. In the case of programme evaluations, the results produced may not be suitable for operational purposes such as informing funding decisions.
38. Both Parties agree that the linked data may be made available by Stats NZ to approved researchers for the purpose of undertaking programme evaluations. Programme evaluations may involve analysing outcomes for individuals who have participated in interventions provided by the issuing agency or third party providers such as training, courses, or other activities. Evaluations are generally designed to explore whether or not outcomes have been achieved, and participants may or may not be compared with a similar group that have not participated in the intervention.
39. Accordingly Oranga Tamariki consents, under Section 37A(a) of the Statistics Act 1975, to the linked data being used to perform programme evaluations and for the results of these evaluations being disclosed.
40. Where there is an intention to use results which may identify individual programme providers, it will also be necessary to get written consent from these individual programme provider(s). (Likewise individuals will not be identified without their prior written consent.)

41. Requests by 3rd parties for the results of programme evaluations will be handled by the agency undertaking the evaluation (which may be subject to the Official Information Act).

Memorandum not binding

42. The Parties acknowledge that this Memorandum is intended as a statement of mutually agreed intentions in relation to an area of interest. It is not intended to create legally enforceable rights or obligations.

43. However, the Parties will act in good faith to observe and perform their obligations in accordance with the Memorandum. The provisions of the Memorandum are subject to any Government (or Board) direction or policy change.

Variation of Memorandum

44. This Memorandum may only be varied with the agreement of the Parties, and any such variation shall be set out in writing and signed by both Parties.

Termination of Memorandum

45. This Memorandum may be terminated at any time by agreement in writing between the Parties.

RELEASED UNDER THE OFFICIAL INFORMATION ACT 1982

RELEASED UNDER THE OFFICAL INFORMATION ACT 1982

Memorandum of Understanding – Supply of Oranga Tamariki-Ministry for Children data to the Integrated Data Infrastructure

Schedule 1 – Supply of Oranga Tamariki (formerly known as Child, Youth and Family) data

As at April 2019 (may be changed by agreement between relevant management staff)

Purpose

1. The purpose of this Schedule is to define the process to provide the Integrated Data Infrastructure (IDI) with an accurate and ongoing supply of Oranga Tamariki (formerly known as Child, Youth and Family) data.
2. This Schedule confirms the roles and responsibilities of Stats NZ and Oranga Tamariki within the above process.

Responsibilities of each party

3. Stats NZ's responsibilities are:

- 3.1. All servers, transfer and backup tapes are physically secured.
- 3.2. To receive and store datasets from Oranga Tamariki on dedicated IDI servers and provide the same security safeguards afforded any data collected by Stats NZ and in accordance with any legal / other constraints and any undertakings made to data providers.
- 3.3. Stats NZ will ensure that the private key to decrypt the data is secured and only released to authorised Stats NZ employees for purposes of decrypting Oranga Tamariki's datasets.
- 3.4. To comply with the security provisions set out in this Schedule.
- 3.5. To ensure that every employee of Stats NZ complies with and observes the provisions of the Statistics Act 1975 and in particular the provisions relating to confidentiality and the security of information.
- 3.6. To return the encrypted, password protected Iron Key containing the source data, once the data has been loaded, formatted and checked. This process will remain in place until such time as secure electronic transfer of the data can be established in its place.
- 3.7. Access to all identifiable ('raw') unit record data is restricted to Stats NZ employees who require this access for development of the project, for continued maintenance, and to investigate the use of administrative data to create official statistics.
- 3.8. Access to all de-identified ('clean') unit record data in IDI project data directories is restricted to Stats NZ employees who require this access for development of the project and for continued maintenance, to investigate the use of administrative data to create official statistics, and bona fide researchers approved by the Government Statistician.

- 3.9. To undertake the linking of the source datasets, through both exact and statistical matching.
- 3.10. To transform unique identifiers on the integrated dataset prior to access by researchers.
- 3.11. To collate documentation on the linked dataset and make it available to users.
- 3.12. To make available the linked dataset for access by approved Stats NZ employees (including seconded external researchers) and bona fide researchers through the Stats NZ microdata access services.
- 3.13. To ensure that the IDI statistical dataset is used for statistical or research purposes only, as approved by the Government Statistician.
- 3.14. All information released, whether in the form of official statistical or research outputs, will be required to meet Stats NZ's confidentiality requirements.
- 3.15. To audit access to the data.

4. Oranga Tamariki's responsibilities are:

- 4.1. To provide Stats NZ with encrypted data, metadata, and lookups as described, in the manner and timeframe detailed in the attached Appendix 1.
- 4.2. To provide Stats NZ the necessary key or tool to decrypt the data separately from the data.
- 4.3. To nominate appropriate staff members and ensure they are available to answer any queries from Stats NZ concerning the content or quality of variables supplied.
- 4.4. To nominate appropriate staff members to create and maintain metadata documentation in collaboration with Stats NZ which will then be made available to current and prospective IDI researchers.
- 4.5. To notify Stats NZ of any changes to the data, processes, systems or timeframes, and to be aware of the impact of consistency on the dataset over time.
- 4.6. To comply with the security provisions set out in this Schedule and to provide confirmation to Stats NZ that it can and will comply with the security provisions.

5. Until secure electronic transfer of the data can be established,

- 5.1. Oranga Tamariki's data will be written to a secure delivery device, and transferred to Stats NZ by personal pick up by nominated personnel from Stats NZ or Oranga Tamariki.
- 5.2. The passwords will not be written or carried with the data and no other steps will be made by the person carrying the data.
- 5.3. Data media will be returned in the same manner.

6. The Parties will ensure that if there is a breach of the security or confidentiality requirements related to identified information set out in this Schedule, the following actions are taken:

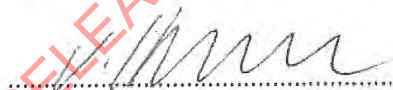
- 6.1. Each party must investigate and immediately notify the other party of any actual or suspected unauthorised use or disclosure of any identified information disclosed pursuant to this Schedule; and
- 6.2. Where an investigation is undertaken under this clause by one party, the other party will provide the investigating party with reasonable assistance, and the investigating party will keep the other party informed of progress; and
- 6.3. If there has been a security breach, either party may suspend the operation of this Schedule by notice in writing to give the other party time to remedy the breach.

7. Use of Oranga Tamariki's data for evaluation purposes

- 7.1. The linked data is to be used only for statistical or research purposes and, where applicable, a user of the data may also have obligations under the Tax Administration Act 1994. In the case of programme evaluations, the results produced may not be suitable for operational purposes such as informing funding decisions.
- 7.2. Stats NZ and Oranga Tamariki agree that the linked data may be made available to approved researchers for the purpose of undertaking programme evaluations. Programme evaluations may involve analysing outcomes for individuals who have participated in interventions provided by Oranga Tamariki or third party providers such as training, courses, or other activities. Evaluations are generally designed to explore whether or not outcomes have been achieved, and participants may or may not be compared with a similar group that have not participated in the intervention.
- 7.3. Accordingly Oranga Tamariki consents, under section 37A(a) of the Statistics Act 1975, to the linked data being used to perform programme evaluations and for the results of these evaluations being disclosed.
- 7.4. Where there is an intention to use results which may identify individual programme providers, it will also be necessary to get written consent from these individual programme provider(s). (Likewise individuals will not be identified without their prior written consent.)
- 7.5. Requests by 3rd parties for the results of programme evaluations will be handled by the agency undertaking the evaluation (which may be subject to the Official Information Act).

Signatories

Signed for and on behalf of Oranga Tamariki-Ministry for Children



Date

12 / 4 / 19

Vasantha Krishnan

General Manager Evidence Centre

Signed for and on behalf of Stats NZ / Tatauranga Aotearoa



Date

17 / 4 / 19

Anna McDowell

Senior Manager, Integrated Data

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Memorandum of Understanding – Supply of Oranga Tamariki-Ministry for Children data to the Integrated Data Infrastructure

Schedule 2 – Supply of Children’s Team (formerly known as Children’s Action Plan) data

As at April 2019 (may be changed by agreement between relevant management staff)

Purpose

1. The purpose of this Schedule is to define the process to provide the Integrated Data Infrastructure (IDI) with an accurate and ongoing supply of Children’s Team (formerly known as Children’s Action Plan) data.
2. This Schedule confirms the roles and responsibilities of Stats NZ and Oranga Tamariki within the above process.

Responsibilities of each party

3. Stats NZ's responsibilities are:

- 3.1. All servers, transfer and backup tapes are physically secured.
- 3.2. To receive and store datasets from Oranga Tamariki on dedicated IDI servers and provide the same security safeguards afforded any data collected by Stats NZ and in accordance with any legal / other constraints and any undertakings made to data providers.
- 3.3. Stats NZ will ensure that the private key to decrypt the data is secured and only released to authorised Stats NZ employees for purposes of decrypting Oranga Tamariki’s datasets.
- 3.4. To comply with the security provisions set out in this Schedule.
- 3.5. To ensure that every employee of Stats NZ complies with and observes the provisions of the Statistics Act 1975 and in particular the provisions relating to confidentiality and the security of information.
- 3.6. To return the encrypted, password protected Iron Key containing the source data, once the data has been loaded, formatted and checked. This process will remain in place until such time as secure electronic transfer of the data can be established in its place.
- 3.7. Access to all identifiable ('raw') unit record data is restricted to Stats NZ employees who require this access for development of the project, for continued maintenance, and to investigate the use of administrative data to create official statistics.
- 3.8. Access to all de-identified ('clean') unit record data in IDI project data directories is restricted to Stats NZ employees who require this access for development of the project and for continued maintenance, to investigate the use of administrative data to create official statistics, and bona fide researchers approved by the Government Statistician.

- 3.9. To undertake the linking of the source datasets, through both exact and statistical matching.
- 3.10. To transform unique identifiers on the integrated dataset prior to access by researchers.
- 3.11. To collate documentation on the linked dataset and make it available to users.
- 3.12. To make available the linked dataset for access by approved Stats NZ employees (including seconded external researchers) and bona fide researchers through the Stats NZ microdata access services.
- 3.13. To ensure that the IDI statistical dataset is used for statistical or research purposes only, as approved by the Government Statistician.
- 3.14. All information released, whether in the form of official statistical or research outputs, will be required to meet Stats NZ's confidentiality requirements.
- 3.15. To audit access to the data.

4. Oranga Tamariki's responsibilities are:

- 4.1. To provide Stats NZ with encrypted data, metadata, and lookups as described, in the manner and timeframe detailed in the attached Appendix 2.
- 4.2. To provide Stats NZ the necessary key or tool to decrypt the data separately from the data.
- 4.3. To nominate appropriate staff members and ensure they are available to answer any queries from Stats NZ concerning the content or quality of variables supplied.
- 4.4. To nominate appropriate staff members to create and maintain metadata documentation in collaboration with Stats NZ which will then be made available to current and prospective IDI researchers.
- 4.5. To notify Stats NZ of any changes to the data, processes, systems or timeframes, and to be aware of the impact of consistency on the dataset over time.
- 4.6. To comply with the security provisions set out in this Schedule and to provide confirmation to Stats NZ that it can and will comply with the security provisions.

5. Until secure electronic transfer of the data can be established,

- 5.1. Oranga Tamariki's data will be written to a secure delivery device, and transferred to Stats NZ by personal pick up by nominated personnel from Stats NZ or Oranga Tamariki.
- 5.2. The passwords will not be written or carried with the data and no other stops will be made by the person carrying the data.
- 5.3. Data media will be returned in the same manner.

6. The Parties will ensure that if there is a breach of the security or confidentiality requirements related to identified information set out in this Schedule, the following actions are taken:

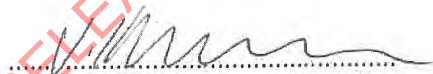
- 6.1. Each party must investigate and immediately notify the other party of any actual or suspected unauthorised use or disclosure of any identified information disclosed pursuant to this Schedule; and
- 6.2. Where an investigation is undertaken under this clause by one party, the other party will provide the investigating party with reasonable assistance, and the investigating party will keep the other party informed of progress; and
- 6.3. If there has been a security breach, either party may suspend the operation of this Schedule by notice in writing to give the other party time to remedy the breach.

7. Use of Oranga Tamariki's data for evaluation purposes

- 7.1. The linked data is to be used only for statistical or research purposes and, where applicable, a user of the data may also have obligations under the Tax Administration Act 1994. In the case of programme evaluations, the results produced may not be suitable for operational purposes such as informing funding decisions.
- 7.2. Stats NZ and Oranga Tamariki agree that the linked data may be made available to approved researchers for the purpose of undertaking programme evaluations. Programme evaluations may involve analysing outcomes for individuals who have participated in interventions provided by Oranga Tamariki or third party providers such as training, courses, or other activities. Evaluations are generally designed to explore whether or not outcomes have been achieved, and participants may or may not be compared with a similar group that have not participated in the intervention.
- 7.3. Accordingly Oranga Tamariki consents, under section 37A(a) of the Statistics Act 1975, to the linked data being used to perform programme evaluations and for the results of these evaluations being disclosed.
- 7.4. Where there is an intention to use results which may identify individual programme providers, it will also be necessary to get written consent from these individual programme provider(s). (Likewise individuals will not be identified without their prior written consent.)
- 7.5. Requests by 3rd parties for the results of programme evaluations will be handled by the agency undertaking the evaluation (which may be subject to the Official Information Act).

Signatories

Signed for and on behalf of Oranga Tamariki - Ministry for Children



Date

.....12/.....4/.....19.....

Vasantha Krishnan

General Manager Evidence Centre

Signed for and on behalf of Stats NZ / Tatauranga Aotearoa



Date

.....17/.....4/.....19.....

Anna McDowell

Senior Manager, Integrated Data

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Memorandum of Understanding – Supply of Oranga Tamariki-Ministry for Children data to the Integrated Data Infrastructure

Schedule 3 – Supply of Family Start data

As at April 2019 (may be changed by agreement between relevant management staff)

Purpose

1. The purpose of this Schedule is to define the process to provide the Integrated Data Infrastructure (IDI) with accurate and ongoing supply of Family Start data.
2. This Schedule confirms the roles and responsibilities of Stats NZ and Oranga Tamariki within the above process.

Responsibilities of each party

3. Stats NZ's responsibilities are:

- 3.1. All servers, transfer and backup tapes are physically secured.
- 3.2. To receive and store datasets from Oranga Tamariki on dedicated IDI servers and provide the same security safeguards afforded any data collected by Stats NZ and in accordance with any legal / other constraints and any undertakings made to data providers.
- 3.3. Stats NZ will ensure that the private key to decrypt the data is secured and only released to authorised Stats NZ employees for purposes of decrypting Oranga Tamariki's datasets.
- 3.4. To comply with the security provisions set out in this Schedule.
- 3.5. To ensure that every employee of Stats NZ complies with and observes the provisions of the Statistics Act 1975 and in particular the provisions relating to confidentiality and the security of information.
- 3.6. To return the encrypted, password protected Iron Key containing the source data, once the data has been loaded, formatted and checked. This process will remain in place until such time as secure electronic transfer of the data can be established in its place.
- 3.7. Access to all identifiable ('raw') unit record data is restricted to Stats NZ employees who require this access for development of the project, for continued maintenance, and to investigate the use of administrative data to create official statistics.
- 3.8. Access to all de-identified ('clean') unit record data in IDI project data directories is restricted to Stats NZ employees who require this access for development of the project and for continued maintenance, to investigate the use of administrative data to create official statistics, and bona fide researchers approved by the Government Statistician.
- 3.9. To undertake the linking of the source datasets, through both exact and statistical matching.

- 3.10. To transform unique identifiers on the integrated dataset prior to access by researchers.
- 3.11. To collate documentation on the linked dataset and make it available to users.
- 3.12. To make available the linked dataset for access by approved Stats NZ employees (including seconded external researchers) and bona fide researchers through the Stats NZ microdata access services.
- 3.13. To ensure that the IDI statistical dataset is used for statistical or research purposes only, as approved by the Government Statistician.
- 3.14. All information released, whether in the form of official statistical or research outputs, will be required to meet Stats NZ's confidentiality requirements.
- 3.15. To audit access to the data.

4. Oranga Tamariki's responsibilities are:

- 4.1. To provide Stats NZ with encrypted data, metadata, and lookups as described, in the manner and timeframe detailed in the attached Appendix 3.
- 4.2. To provide Stats NZ the necessary key or tool to decrypt the data separately from the data.
- 4.3. To nominate appropriate staff members and ensure they are available to answer any queries from Stats NZ concerning the content or quality of variables supplied.
- 4.4. To nominate appropriate staff members to create and maintain metadata documentation in collaboration with Stats NZ which will then be made available to current and prospective IDI researchers.
- 4.5. To notify Stats NZ of any changes to the data, processes, systems or timeframes, and to be aware of the impact of consistency on the dataset over time.
- 4.6. To comply with the security provisions set out in this Schedule and to provide confirmation to Stats NZ that it can and will comply with the security provisions.

5. Until secure electronic transfer of the data can be established,

- 5.1. Oranga Tamariki's data will be written to a secure delivery device, and transferred to Stats NZ by personal pick up by nominated personnel from Stats NZ or Oranga Tamariki.
- 5.2. The passwords will not be written or carried with the data and no other steps will be made by the person carrying the data.
- 5.3. Data media will be returned in the same manner.

6. The Parties will ensure that if there is a breach of the security or confidentiality requirements related to identified information set out in this Schedule, the following actions are taken:

- 6.1. Each party must investigate and immediately notify the other party of any actual or suspected unauthorised use or disclosure of any identified information disclosed pursuant to this Schedule; and

6.2. Where an investigation is undertaken under this clause by one party, the other party will provide the investigating party with reasonable assistance, and the investigating party will keep the other party informed of progress; and

6.3. If there has been a security breach, either party may suspend the operation of this Schedule by notice in writing to give the other party time to remedy the breach.

7. Use Oranga Tamariki's data for evaluation purposes

7.1. The linked data is to be used only for statistical or research purposes and, where applicable, a user of the data may also have obligations under the Tax Administration Act 1994. In the case of programme evaluations, the results produced may not be suitable for operational purposes such as informing funding decisions.

7.2. Stats NZ and Oranga Tamariki agree that the linked data may be made available to approved researchers for the purpose of undertaking programme evaluations. Programme evaluations may involve analysing outcomes for individuals who have participated in interventions provided by Oranga Tamariki or third party providers such as training, courses, or other activities. Evaluations are generally designed to explore whether or not outcomes have been achieved, and participants may or may not be compared with a similar group that have not participated in the intervention.

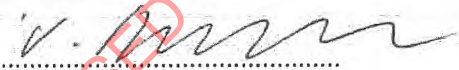
7.3. Accordingly Oranga Tamariki consents, under section 37A(a) of the Statistics Act 1975, to the linked data being used to perform programme evaluations and for the results of these evaluations being disclosed.

7.4. Where there is an intention to use results which may identify individual programme providers, it will also be necessary to get written consent from these individual programme provider(s). (Likewise individuals will not be identified without their prior written consent.)

7.5. Requests by 3rd parties for the results of programme evaluations will be handled by the agency undertaking the evaluation (which may be subject to the Official Information Act).

Signatories

Signed for and on behalf of Oranga Tamariki-Ministry for Children


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Date

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Vasantha Krishnan

General Manager Evidence Centre

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