

Schedule 2 to  
NZ Police / DIA MOU

The Commissioner of Police and the Secretary  
for Internal Affairs

Information Sharing  
Registered Child Sex Offenders

## **1. Recitals**

This Schedule is made between the Commissioner of Police (“Police”) and the Secretary of Internal Affairs (“DIA”), (together “the Parties”) under the Memorandum of Understanding (“MoU”) between the Parties dated 27th March 2019.

The Police is regulated by the Policing Act 2008. DIA must comply with the Passports Act 1992.

Specified agencies are permitted to share information under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act 2016.

The Parties have accordingly reached the following understanding set out in this MoU.

## **2. Background**

The Child Protection (Child Sex Offender Government Agency Registration) Act established a Child Sex Offender Register (“the register”) to reduce sexual reoffending against children, and the risk posed by serious child sex offenders by:

- Providing government agencies with the information needed to monitor child sex offenders in the community, including after completion of their sentence; and
- Providing up-to- date information that assists the Police to more rapidly resolve cases of child sexual offending.

Registered Child Sex Offenders are required under section 16 of the Child Protection (Child Sex Offender Government Agency Registration) Act to provide details of their current name and all previous names and their date of birth along with other information when being released from custody, when made subject to a registration order, or when entering New Zealand from a foreign jurisdiction.

Under section 16(l) of the Child Protection (Child Sex Offender Government Agency Registration) Act, Registered Child Sex Offenders are required to provide details of any valid passports.

Once registered, Child Sex Offenders are required to confirm at least annually that the information held in the register is accurate in accordance with section 19 of the Child Protection (Child Sex Offender Government Agency Registration) Act.

If a Registered Child Sex Offender changes their personal information at any time, they are required to notify the Police within 72 hours in accordance with section 20 of the Child Protection (Child Sex Offender Government Agency Registration) Act. In some circumstances the individual may be required to make the report in person. At this time, they must also provide identification documents to confirm their identity and, if appropriate, confirm the details of any changes.

## **3. Purpose**

This Schedule provides for the sharing of specified information in accordance with section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act. Information sharing supports the purposes outlined in clause 2.6 of this MoU.

This Schedule is made under clause 1.4 of this MoU and is intended to be read in conjunction with this MoU.

#### **4. Objectives**

The objectives of this Schedule are to ensure that the Police can access information held by DIA regarding Registered Child Sex Offenders. This information is being shared for the purposes of:

- monitoring the whereabouts of the Offender:
- verifying personal information reported by the Offender:
- managing the risk that the Offender may commit further sexual offences against children:
- managing any risk or threat to public safety.

#### **5. Information to be shared**

The implementing arrangements shall be subject to the obligations set out in this Schedule and this MoU.

##### ***5.1. Information to be shared by Police***

The Police will provide the following information to the Secretary of Internal Affairs regarding the individual:

- First name(s) (optional)
- Surname
- Date of birth
- Gender.

The Police will also provide the following information to the Secretary of Internal Affairs regarding the query:

- Thumbnail required indicator
- Requesting Police Officer ID
- Requesting Officer's HR location
- Query reason.

##### ***5.2. Information to be shared by the Secretary Internal Affairs***

The Secretary Internal Affairs will disclose the following information from the individual's latest issued passport, regardless if still valid, in the event of an identified match:

- Travel Document Number
- Current first name
- Current surname
- Previous first name(s)
- Previous surname(s)
- Surname at birth
- First name at birth
- Photograph (if thumbnail is requested)
- Date of birth
- Gender
- Place of birth
- Country of birth
- Height
- Eye colour
- Residential address

- Travel document status
- Travel document type
- Travel document issue date
- Death indicator.

### **5.3. Information not to be shared by the Secretary of Internal Affairs**

The following information will not be shared by the Secretary of Internal Affairs:

- Pre adoption name records
- Pre sexual assignment or reassignment name records.

## **6. How the information will be used**

The Police will use the information provided by DIA under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act for the purposes of:

- monitoring the whereabouts of the Offender:
- verifying personal information reported by the Offender:
- managing the risk that the offender may commit further sexual offences against children:
- managing any risk or threat to public safety.

Information received by the Police from the Secretary Internal Affairs may be used to correct and update records held by the Police, but will not otherwise be retained.

The Parties will ensure that information shared under this Schedule will only be used and accessed by appropriately trained, qualified and authorised staff.

## **7. Disclosure to third parties**

Nothing in this Schedule is intended to affect the ability of the Parties to exchange or access information pursuant to any other information sharing agreement or enactment, including the ability to access identity information pursuant to the Privacy Act 1993.

Information that is provided to any third party as authorised by or under law will be provided on the basis of any relevant restrictions or conditions.

Where any information is incorporated into reports or documents for further dissemination then that information will be dealt with in accordance with any relevant caveats, restrictions or conditions and any legislation relating to its lawful distribution.

## **8. Procedure for sharing information**

Information may be exchanged between the Parties utilising direct access to the information via an Application Programming Interface (“API”).

The following conditions apply to the information sharing exchange:

- The information will be encrypted while in transit between the Parties;
- The API will validate queries and search results to ensure their validity; and
- Access to the API will be subject to role-based access controls.

Information is provided by Parties on a ‘best endeavours’ basis. There is no guarantee of system availability.

## 9. Matching rules

The first name (if provided), surname, date of birth and gender must match for an individual to be considered to be matched.

Conditions for matching the first name are:

- Only one entire name element needs to match for a result to be returned
- The order the names are presented does not matter
- If the name exists in the transliteration list, and one of those names match
- Searches are case-insensitive.

Conditions for matching the surname are:

- All parts of the surname must be present
- These non-alphanumeric characters are ignored ; # ' ( ) , - @ `
- Spaces are ignored
- Searches are case-insensitive
- No transliteration support.

Conditions for matching the date of birth are:

- Dates will be matched
- Times will be ignored.

Conditions for matching the gender are:

- If female is provided by the Police then it matches records containing female or indeterminate
- If male is provided by the Police then it matches records containing male or indeterminate
- If gender unknown / indeterminate is provided by the Police then it matches all records.

## 10. Safeguards to protect personal information and minimise privacy risks

The Police will comply with applicable legislation, including ensuring that personal information is only accessed and used:

- by persons acting in the course of their official duties as employees of the Police, and
- in accordance with any specific purposes for accessing information under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act.

The Police will ensure that all personal information received from DIA is protected by reasonable security safeguards against loss, unauthorised access, use, modification, or disclosure, or any other misuse.

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- The Parties, including their staff, will abide by the Public Sector Standards of Integrity and Conduct, and specifically for Police staff, the Police Code of Conduct.

- Information to be transferred to the Police under this Schedule will be extracted from the appropriate system based on a pre-defined query.
- The information to be transferred to the Police under this Schedule will be transferred securely to the Police in accordance with the requirements of the New Zealand Information Security Manual (“NZISM”).
- Access to the National Intelligence Application (“NIA”) is role-based and managed by the Police’s information security and user access policies. NIA is a secure database, accessed by users through a Police account.
- Police staff are trained in the use of NIA.
- The Police’s Professional Conduct unit regularly audits usage through transaction logs and has committed to doing the same for DIA queries.
- NIA is protected by several layers of security, including firewalls and intrusion detection and subject to regular testing.

### **11. Retention and disposal**

Both Parties shall ensure that any information shared is stored and managed in accordance with mandated security, policies, including the Parties’ privacy, data and information retention, and security policies, practices and procedures.

The Parties will comply with any Government security protocols regarding storage, retention and destruction of information.

Information received under this Schedule will be stored by each Party in a secure system that protects the information against unauthorised use, modification, destruction, access and disclosure or any other misuse.

Information received by the Secretary Internal Affairs from the Police maybe retained indefinitely.

Information received by the Police from the Secretary Internal Affairs may be used to correct and update records held by the Police, but will not otherwise be retained.

### **12. Fees/costs**

Fees associated with this Schedule, if any, will be agreed by the Parties.

### **13. Security and privacy provisions**

If any Party has reasonable cause to believe that any breach of any security or privacy provisions in this Schedule has occurred, or may occur, that Party may undertake investigations in relation to that actual or suspected breach as is deemed necessary. Where an internal investigation confirms a security or privacy breach the other Party will be notified as soon as possible.

Where an internal investigation confirms the loss of, or unauthorised access to, personal information amounting to a significant privacy breach, the Privacy Commissioner will be notified as soon as possible. The Parties will observe any legal requirements to notify the Privacy Commissioner or individuals of privacy breaches.

The Parties will take all reasonably practicable measures to mitigate and remedy the effects of any such breach.

The Parties shall ensure that reasonable assistance is provided to the investigating Party in connection with all inspections and investigations. The investigating Party will ensure that the other Parties are kept informed of any developments in the investigation.

Any Party may suspend the information sharing process to allow time for a security or privacy breach to be remedied.

#### **14. Dispute resolution**

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

Where there is any dispute between the Parties, the matter shall initially be referred to the Manager, Child Sex Offender Registry for the Police and to the Manager Information Partnerships, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs.

Matters that remain unresolved or need further adjudication, will be referred to the Assistant Commissioner, Performance for the Police or to the General Manager, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs. If agreement cannot be reached within 28 days of the referral, the matter will be referred, in writing, to the Registrar-General, Births, Deaths, and Marriages, the Secretary of Internal Affairs and the Commissioner of Police for final resolution.

The Parties shall continue to comply with their obligations under this Schedule despite the existence of any dispute or difference.

#### **15. Review of Schedule**

The Schedule will be reviewed by the Parties 12 months after its signing.

Further reviews will be undertaken as part of a review of this MoU.

#### **16. Amendments to Schedule**

The Parties will enter into consultations with respect to amendment of this Schedule at the written request of any Party.

This Schedule may be amended at any time by the mutual written agreement of the Parties. An amendment to this Schedule commences on the day that the Parties have agreed in writing to the amendment.

#### **17. Quality assurance and audit**

The Parties agree to cooperate to allow the Police to conduct an audit if requested. The Police agree to share the results of any audit with the other Party. The Police audit, if any, will confirm that the safeguards in this Schedule 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.

The Parties agree to assist and support each other with quality assurance and/or audit activities that may arise from time-to-time.

The Parties will consult with each other regarding the scope of assistance and support to be provided to each other.

### **18. Term and termination**

This Schedule commences on the date the last Party signs it.

This Schedule shall continue in force until terminated by any Party. Any Party may terminate this Schedule without cause by providing three months' written notice to the other Party.

Any Party may suspend, limit, or terminate this Schedule if it appears to that Party that the terms of the Schedule are not being met or have been breached or the information sharing under this Schedule is otherwise unlawful.

If extraordinary circumstances arise (including but not limited to acts of God, earthquake, eruption, fire, flood, storm or war or industrial action, strike, or lockout) which prevent any Party from performing its obligations under this Schedule, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail.

### **19. Media and information requests**

The Parties will consult with each other before responding to any media enquiry relating to this Schedule.

The Parties are responsible for complying with their respective obligations under the Privacy Act 1993, the Official Information Act 1982, and any other applicable successor legislation.

If any Party receives a disclosure request, including under the Privacy Act 1993 or the Official Information Act 1982, that relates to information exchanged under this Schedule, the Party that received the request will consult with the other relevant Party as soon as practicable regarding the request or where the request for information appears to more closely relate to one Party's functions, the Parties agree that the request will be transferred to that Party in accordance with section 14 of the Official Information Act 1982.

### **20. Operational contacts**

Each Party will appoint a contact person to co-ordinate the operation of this Schedule with the other Parties. The initial contact persons are as follows:

<b>Party</b>	<b>Contact</b>
Police	Mark Hutton Manager, Child Sex Offender Registry
Secretary of Internal Affairs	Logan Fenwick Manager Information Partnerships Te Pou Manawa Service Delivery & Operations

All notices and other communication between the Parties under this Schedule shall be sent to the operational contacts.



The operational contacts may be updated from time to time by notice (which may be sent by email) to the other Party.

## 21. Signatories

The Parties' signatories to this Schedule are:

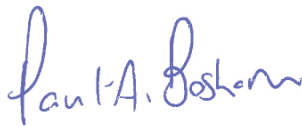
**Signed** for and on behalf of the Secretary of Internal Affairs on the 8th day of April 2020.

A handwritten signature in black ink that reads "Paul Gann".

Name:

Designation: Secretary of Internal Affairs and Chief Executive of the Department of Internal Affairs

**Signed** for and on behalf of the Commissioner of Police on the 3<sup>rd</sup> day of March 2020.

A handwritten signature in blue ink that reads "Paul A. Basham".

Name: Paul Basham

Designation: Assistant Commissioner Performance

Schedule 3 to  
NZ Police / DIA MOU

The Commissioner of Police and the Registrar-  
General, Births, Deaths, and Marriages

Information Sharing  
Registered Child Sex Offenders

## **1. Recitals**

This Schedule is made between the Commissioner of Police (“Police”) and the Registrar-General, Births, Deaths, and Marriages (“Registrar-General”), (together “the Parties”) under the Memorandum of Understanding (“MoU”) between the Parties dated 27th March 2019.

The Police is regulated by the Policing Act 2008. The Registrar-General must comply with the Births, Deaths, Marriages, and Relationships Registration Act 1995 (“BDMRR Act”).

Specified agencies are permitted to share information under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act 2016.

The Parties have accordingly reached the following understanding set out in this MoU.

## **2. Background**

The Child Protection (Child Sex Offender Government Agency Registration) Act established a Child Sex Offender Register (“the register”) to reduce sexual reoffending against children, and the risk posed by serious child sex offenders by:

- Providing government agencies with the information needed to monitor child sex offenders in the community, including after completion of their sentence; and
- Providing up-to-date information that assists the Police to more rapidly resolve cases of child sexual offending.

Registered Child Sex Offenders are required under section 16 of the Child Protection (Child Sex Offender Government Agency Registration) Act to provide details of their current name and all previous names and their date of birth along with other information when being released from custody, when made subject to a registration order, or when entering New Zealand from a foreign jurisdiction.

Once registered, Child Sex Offenders are required to confirm at least annually that the information held in the register is accurate in accordance with section 19 of the Child Protection (Child Sex Offender Government Agency Registration) Act.

If a Registered Child Sex Offender changes their personal information at any time, they are required to notify the Police within 72 hours in accordance with section 20 of the Child Protection (Child Sex Offender Government Agency Registration) Act. In some circumstances the individual may be required to make the report in person. At this time, they must also provide identification documents to confirm their identity and, if appropriate, confirm the details of any changes.

## **3. Purpose**

This Schedule provides for the sharing of specified information in accordance with section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act. Information sharing supports the purposes outlined in clause 2.6 of this MoU.

This Schedule is made under clause 1.4 of this MoU and is intended to be read in conjunction with this MoU.

#### **4. Objectives**

The objectives of this Schedule are to ensure that the Police can access information held by the Registrar-General regarding Registered Child Sex Offenders. This information is being shared for the purposes of:

- monitoring the whereabouts of the Offender:
- verifying personal information reported by the Offender:
- managing the risk that the Offender may commit further sexual offences against children:
- managing any risk or threat to public safety.

#### **5. Information to be shared**

The implementing arrangements shall be subject to the obligations set out in this Schedule and this MoU.

##### ***5.1. Information to be shared by Police***

The Police will provide the following information to the Registrar-General regarding the individual:

- First name(s) (optional)
- Surname
- Date of birth
- Gender.

The Police will also provide the following information to the Registrar-General regarding the query:

- Requesting Police Officer ID
- Requesting Officer's HR location
- Query reason.

##### ***5.2. Information to be shared by the Registrar-General***

The Registrar-General will disclose the following information from the individual's registered birth record in the event of an identified match:

- Current first name
- Current surname
- Previous first name(s)
- Previous surname(s)
- Previous name(s) effective date(s)
- Surname at birth
- First name(s) at birth
- Gender
- Date of birth
- Place of birth
- Still born indicator
- Death indicator

A matched individual's information will be shared with the Police where a non-disclosure direction exists.

##### ***5.3. Information not to be shared by the Registrar-General***

The following information will not be shared by the Registrar-General:

- Pre adoption registered birth records

- Pre sexual assignment or reassignment birth records
- Records with a Domestic Violence Act 1995 non-disclosure direction in place.

## **6. How the information will be used**

The Police will use the information provided by the Registrar-General under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act for the purposes of:

- monitoring the whereabouts of the Offender:
- verifying personal information reported by the Offender:
- managing the risk that the Offender may commit further sexual offences against children:
- managing any risk or threat to public safety.

Information received by the Police from the Registrar-General may be used to correct and update records held by the Police, but will not otherwise be retained.

The Parties will ensure that information shared under this Schedule will only be used and accessed by appropriately trained, qualified and authorised staff.

## **7. Disclosure to third parties**

Nothing in this Schedule is intended to affect the ability of the Parties to exchange or access information pursuant to any other information sharing agreement or enactment, including the ability to access identity information pursuant to the Privacy Act 1993.

Information that is provided to any third party as authorised by or under law will be provided on the basis of any relevant restrictions or conditions.

Where any information is incorporated into reports or documents for further dissemination then that information will be dealt with in accordance with any relevant caveats, restrictions or conditions and any legislation relating to its lawful distribution.

## **8. Procedure for sharing information**

Information may be exchanged between the Parties utilising direct access to the information via an Application Programming Interface ("API").

The following conditions apply to the information sharing exchange:

- The information will be encrypted while in transit between the Parties;
- The API will validate queries and search results to ensure their validity; and
- Access to the API will be subject to role-based access controls.

Information is provided by Parties on a 'best endeavours' basis. There is no guarantee of system availability.

## **9. Matching rules**

The first name (if provided), surname, date of birth and gender must match for an individual to be considered to be matched.

Conditions for matching the first name are:

- Only one entire name element needs to match for a result to be returned
- The order the names are presented does not matter
- If the name exists in the transliteration list, and one of those names match
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Conditions for matching the surname are:

- All parts of the surname must be present
- These non-alphanumeric characters are ignored ; # ' ( ) , - @ `
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- No transliteration support.

Conditions for matching the date of birth are:

- Dates will be matched
- Times will be ignored.

Conditions for matching the gender are:

- If female is provided by the Police then it matches records containing female or indeterminate
- If male is provided by the Police then it matches records containing male or indeterminate
- If gender unknown / indeterminate is provided by the Police then it matches all records.

#### **10. Safeguards to protect personal information and minimise privacy risks**

The Police will comply with applicable legislation, including ensuring that personal information is only accessed and used:

- by persons acting in the course of their official duties as employees of the Police, and
- in accordance with any specific purposes for accessing information under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act.

The Police will ensure that all personal information received from the Registrar-General is protected by reasonable security safeguards against loss, unauthorised access, use, modification, or disclosure, or any other misuse.

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- The Parties, including their staff, will abide by the Public Sector Standards of Integrity and Conduct, and specifically for Police staff, the Police Code of Conduct.
- Information to be transferred to the Police under this Schedule will be extracted from the appropriate system based on a pre-defined query.
- The information to be transferred to the Police under this Schedule will be transferred securely to the Police in accordance with the requirements of the New Zealand Information Security Manual ("NZISM").

- Access to the National Intelligence Application (“NIA”) is role-based and managed by the Police’s information security and user access policies. NIA is a secure database, accessed by users through a Police account.
- Police staff are trained in the use of NIA.
- The Police’s Professional Conduct unit regularly audits usage through transaction logs and has committed to doing the same for Registrar-General queries.
- NIA is protected by several layers of security, including firewalls and intrusion detection and subject to regular testing.

### **11. Retention and disposal**

Both Parties shall ensure that any information shared is stored and managed in accordance with mandated security policies, including the Parties’ privacy, data and information retention, and security, policies, practices and procedures.

The Parties will comply with any Government security protocols regarding storage, retention and destruction of information.

Information received under this Schedule will be stored by each Party in a secure system that protects the information against unauthorised use, modification, destruction, access and disclosure or any other misuse.

Information received by the Registrar-General from the Police maybe retained indefinitely.

Information received by the Police from the Registrar-General may be used to correct and update records held by the Police, but will not otherwise be retained.

### **12. Fees/costs**

Fees associated with this Schedule, if any, will be agreed by the Parties.

### **13. Security and privacy provisions**

If any Party has reasonable cause to believe that any breach of any security or privacy provisions in this Schedule has occurred, or may occur, that Party may undertake investigations in relation to that actual or suspected breach as is deemed necessary. Where an internal investigation confirms a security or privacy breach the other Parties will be notified as soon as possible.

Where an internal investigation confirms the loss of, or unauthorised access to, personal information amounting to a significant privacy breach, the Privacy Commissioner will be notified as soon as possible. The Parties will observe any legal requirements to notify the Privacy Commissioner or individuals of privacy breaches.

The Parties will take all reasonably practicable measures to mitigate and remedy the effects of any such breach.

The Parties shall ensure that reasonable assistance is provided to the investigating Party in connection with all inspections and investigations. The investigating Party will ensure that the other Party is kept informed of any developments in the investigation.

Any Party may suspend the information sharing process to allow time for a security or privacy breach to be remedied.

#### **14. Dispute resolution**

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

Where there is any dispute between the Parties, the matter shall initially be referred to the Manager, Child Sex Offender Registry for the Police and to the Manager Information Partnerships, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs.

Matters that remain unresolved or need further adjudication, will be referred to the Assistant Commissioner, Performance for the Police or to the General Manager, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs. If agreement cannot be reached within 28 days of the referral, the matter will be referred, in writing, to the Registrar-General, Births, Deaths, and Marriages, the Secretary of Internal Affairs and the Commissioner of Police for final resolution.

The Parties shall continue to comply with their obligations under this Schedule despite the existence of any dispute or difference.

#### **15. Review of Schedule**

The Schedule will be reviewed by the Parties 12 months after its signing.

Further reviews will be undertaken as part of a review of this MoU.

#### **16. Amendments to Schedule**

The Parties will enter into consultations with respect to amendment of this Schedule at the written request of any Party.

This Schedule may be amended at any time by the mutual written agreement of the Parties. An amendment to this Schedule commences on the day that the Parties have agreed in writing to the amendment.

#### **17. Quality assurance and audit**

The Parties agree to cooperate to allow the Police to conduct an audit if requested. The Police agree to share the results of any audit with the other Party. The Police audit, if any, will confirm that the safeguards in this Schedule 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.

The Parties agree to assist and support each other with quality assurance and/or audit activities that may arise from time to time.

The Parties will consult with each other regarding the scope of assistance and support to be provided to each other.



## 18. Term and termination

This Schedule commences on the date the last Party signs it.

This Schedule shall continue in force until terminated by any Party. Any Party may terminate this Schedule without cause by providing three months' written notice to the other Party.

Any Party may suspend, limit, or terminate this Schedule if it appears to that Party that the terms of the Schedule are not being met or have been breached or the information sharing under this Schedule is otherwise unlawful.

If extraordinary circumstances arise (including but not limited to acts of God, earthquake, eruption, fire, flood, storm or war or industrial action, strike, or lockout) which prevent any Party from performing its obligations under this Schedule, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail.

## 19. Media and information requests

The Parties will consult with each other before responding to any media enquiry relating to this Schedule.

The Parties are responsible for complying with their respective obligations under the Privacy Act 1993, the Official Information Act 1982, and any other applicable successor legislation.

If any Party receives a disclosure request, including under the Privacy Act 1993 or the Official Information Act 1982, that relates to information exchanged under this Schedule, the Party that received the request will consult with the other relevant Party as soon as practicable regarding the request or where the request for information appears to more closely relate to one Party's functions, the Parties agree that the request will be transferred to that Party in accordance with section 14 of the Official Information Act 1982.

## 20. Operational contacts

Each Party will appoint a contact person to co-ordinate the operation of this Schedule with the other Party. The initial contact persons are as follows:

Party	Contact
Police	Mark Hutton Manager, Child Sex Offender Registry
Registrar-General	Logan Fenwick Manager Information Partnerships Te Pou Manawa Service Delivery & Operations

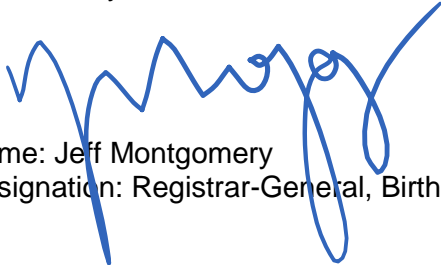
All notices and other communication between the Parties under this Schedule shall be sent to the operational contacts.

The operational contacts may be updated from time to time by notice (which may be sent by email) to the other Party.

## 21. Signatories

The Parties' signatories to this Schedule are:

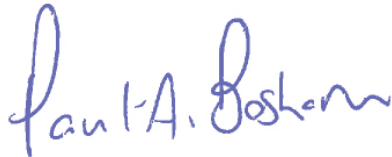
**Signed** for and on behalf of the Registrar-General, Births, Deaths, and Marriages on the 13th day of March 2020.



Name: Jeff Montgomery

Designation: Registrar-General, Births, Deaths, and Marriages

**Signed** for and on behalf of the Commissioner of Police on the 3<sup>rd</sup> day of March 2020



Name: Paul Basham

Designation: Assistant Commissioner Performance

Schedule 4 to  
NZ Police / DIA MOU

The Commissioner of Police and the Registrar-  
General, Births, Deaths, and Marriages

Information Sharing  
Registered Child Sex Offenders

## **1. Recitals**

This Schedule is made between the Commissioner of Police (“Police”) and the Registrar-General, Births, Deaths, and Marriages (“Registrar-General”), (together “the Parties”) under the Memorandum of Understanding (“MoU”) between the Parties dated 27th March 2019.

The Police is regulated by the Policing Act 2008. The Registrar-General must comply with the Births, Deaths, Marriages, and Relationships Registration Act 1995 (“BDMRR Act”).

Specified agencies are permitted to share information under section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act 2016.

The Parties have accordingly reached the following understanding set out in this MoU.

## **2. Background**

The Child Protection (Child Sex Offender Government Agency Registration) Act established a Child Sex Offender Register (“the register”) to reduce sexual reoffending against children, and the risk posed by serious child sex offenders by:

- Providing government agencies with the information needed to monitor child sex offenders in the community, including after completion of their sentence; and
- Providing up-to- date information that assists the Police to more rapidly resolve cases of child sexual offending.

Section 53 of the Child Sex Offender Government Agency Registration) Act provides that a registrable offender must not apply to the Registrar-General to register a change of his or her name under the BDMRR Act without first having obtained the written approval of the Commissioner of Police.

## **3. Purpose**

This Schedule provides for the sharing of specified information in accordance with section 43 of the Child Protection (Child Sex Offender Government Agency Registration) Act. Information sharing supports the purposes outlined in clause 2.6 of this MoU.

This Schedule is made under clause 1.4 of this MoU and is intended to be read in conjunction with this MoU.

#### **4. Objectives**

The objectives of this Schedule are to facilitate the disclosure of information by the Registrar-General to the Police when an individual Offender applies for a change of name.

The purpose of this check is to identify whether any of the name change applicants are Registered Sex Offenders; and if so, whether the Commissioner of Police has approved their Change of Name request.

This information is being shared for the purposes of:

- monitoring the whereabouts of the Offender:
- verifying personal information reported by the Offender:
- managing the risk that the Offender may commit further sexual offences against children:
- managing any risk or threat to public safety.

#### **5. Information to be shared**

The implementing arrangements shall be subject to the obligations set out in this Schedule and this MoU.

##### ***5.1. Information to be shared by the Registrar-General***

The Registrar-General will provide the following information to the Police regarding all individuals who apply for a name change:

- current name(s)
- place of birth
- date of birth
- other registered name(s).

##### ***5.2. Information to be shared by the Police***

The Police will disclose the following information regarding all individuals who apply for a name change:

- confirmation if on the register

If the individual is on the register Police will also disclose the following:

- confirmation the Commissioner of Police has approved a name change
- new name(s) proposed by the individual.

##### ***5.3. Information not to be shared by the Registrar-General***

The following information will not be shared by the Registrar-General:

- Pre adoption registered birth records
- Pre sexual assignment or reassignment birth records.

#### **6. Disclosure to third parties**

Nothing in this Schedule is intended to affect the ability of the Parties to exchange or access information pursuant to any other information sharing agreement or enactment, including the ability to access identity information pursuant to the Privacy Act 1993.

Information that is provided to any third party as authorised by or under law will be provided on the basis of any relevant restrictions or conditions.

Where any information is incorporated into reports or documents for further dissemination then that information will be dealt with in accordance with any relevant caveats, restrictions or conditions and any legislation relating to its lawful distribution.

#### **7. DIA processes**

A document containing batches of applicants over the age of 18 will be submitted by the Registrar-General regularly by SEEMail for checking against the register.

The SEEMail to the Police will be issued from an anonymous secured inbox called CONrestricted@dia.govt.nz and sent to csor.registry@police.govt.nz

#### **8. Police processes**

Responses from the Police to the list of name changes proposed by applicants will be provided within a 24 hour period from the time of receipt.

The Police response will be noted on the document containing the list of name change requests received from the Registrar-General and will be sent by SEEMail to the following secure address CONrestricted@dia.govt.nz.

Once all applications contained within a list have either been approved or confirmation provided by DIA that the individual has withdrawn their request then the list will be securely destroyed by Police.

#### **9. Action on receipt of Police advice**

If the name(s) of the applicant do not appear on the register the application for Change of Name will be processed by the Registrar-General in accordance with standard operating procedures.

If the name is on the register and if there is no impediment to the application the application for Change of Name will be progressed.

If the name is on the register and there is an impediment to the application the application for Change of Name will be placed on hold until either:

- the individual withdraws their request for a name change; or
- Police advise the name change can proceed as above.

If an individual on the register withdraws their request when there is an impediment identified, then DIA will notify Police of this.

Once all applications contained within a list have been either completed or withdrawn then the list will be securely destroyed by DIA.

#### **10. Security and privacy provisions**

If any Party has reasonable cause to believe that any breach of any security or privacy provisions in this Schedule has occurred, or may occur, that Party may undertake investigations in relation to that actual or suspected breach as is deemed necessary. Where an internal investigation confirms a security or privacy breach the other Party will be notified as soon as possible.

Where an internal investigation confirms the loss of, or unauthorised access to, personal information amounting to a significant privacy breach, the Privacy

Commissioner will be notified as soon as possible. The Parties will observe any legal requirements to notify the Privacy Commissioner or individuals of privacy breaches.

The Parties will take all reasonably practicable measures to mitigate and remedy the effects of any such breach.

The Parties shall ensure that reasonable assistance is provided to the investigating Party in connection with all inspections and investigations. The investigating Party will ensure that the other Party is kept informed of any developments in the investigation.

Any Party may suspend the information sharing process to allow time for a security or privacy breach to be remedied.

### **11. Dispute resolution**

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

Where there is any dispute between the Parties, the matter shall initially be referred to the Manager, Child Sex Offender Registry for the Police and to the Manager Information Partnerships, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs.

Matters that remain unresolved or need further adjudication, will be referred to the Assistant Commissioner, Performance for the Police or to the General Manager, Te Pou Manawa, Service Delivery and Operations for the Department of Internal Affairs. If agreement cannot be reached within 28 days of the referral, the matter will be referred, in writing, to the Registrar-General, Births, Deaths, and Marriages, the Secretary of Internal Affairs and the Commissioner of Police for final resolution.

The Parties shall continue to comply with their obligations under this Schedule despite the existence of any dispute or difference.

### **12. Review of Schedule**

The Schedule will be reviewed by the Parties 12 months after its signing.

Further reviews will be undertaken as part of a review of this MoU.

### **13. Amendments to Schedule**

The Parties will enter into consultations with respect to amendment of this Schedule at the written request of any Party.

The Schedule may be amended at any time by the mutual written agreement of the Parties. An amendment to the Schedule commences on the day that the Parties have agreed in writing to the amendment.

### **14. Quality assurance and audit**

The Parties agree to assist and support each other with quality assurance and/or audit activities that may arise from time to time.

The Parties will consult with each other regarding the scope of assistance and support to be provided to each other.

### **15. Term and termination**

This Schedule commences on the date the last Party signs it.

This Schedule shall continue in force until terminated by any Party. Any Party may terminate this Schedule without cause by providing three months' written notice to the other Party.

Any Party may suspend, limit, or terminate this Schedule if it appears to that Party that the terms of the Schedule are not being met or have been breached or the information sharing under this Schedule is otherwise unlawful.

If extraordinary circumstances arise (including but not limited to acts of God, earthquake, eruption, fire, flood, storm or war or industrial action, strike, or lockout) which prevent any Party from performing its obligations under this Schedule, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail.

### **16. Media and information requests**

The Parties will consult with each other before responding to any media enquiry relating to this Schedule.

The Parties are responsible for complying with their respective obligations under the Privacy Act 1993, the Official Information Act 1982, and any other applicable successor legislation.

If any Party receives a disclosure request, including under the Privacy Act 1993 or the Official Information Act 1982, that relates to information exchanged under this Schedule, the Party that received the request will consult with the other relevant Party as soon as practicable regarding the request or where the request for information appears to more closely relate to one Party's functions, the Parties agree that the request will be transferred to that Party in accordance with section 14 of the Official Information Act 1982.

### **17. Operational contacts**

Each Party will appoint a contact person to co-ordinate the operation of this Schedule with the other Parties. The initial contact persons are as follows:

<b>Party</b>	<b>Contact</b>
Police	Mark Hutton Manager, Child Sex Offender Registry
Registrar-General	Logan Fenwick Manager Information Partnerships Te Pou Manawa Service Delivery & Operations

All notices and other communication between the Parties under this Schedule shall be sent to the operational contacts.



The operational contacts may be updated from time to time by notice (which may be sent by email) to the other Party.

**18. Signatories**

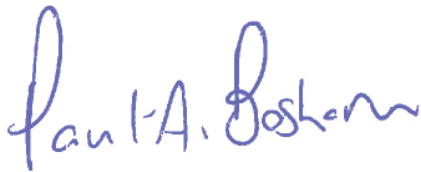
The Parties' signatories to this Schedule are:

**Signed** for and on behalf of the Registrar-General, Births, Deaths, and Marriages on the 13<sup>th</sup> day of March 2020.



Name: Jeff Montgomery  
Designation: Registrar-General, Births, Deaths, and Marriages

**Signed** for and on behalf of the Commissioner of Police on the 3<sup>rd</sup> day of March 2020



Name: Paul Basham  
Designation: Assistant Commissioner Performance