



# MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

Auckland Transport

For the Purpose of

Enabling Auckland Transport to verify students meet the criteria for public transport concessions

Version 4

Released under the Official Information Act 1982

## **Parties**

1. The Secretary for Education (the Ministry)

**AND**

2. Auckland Transport (AT)

## **Background**

- A AT is responsible for the management and control of the Auckland transport system including managing the region-wide public transport smartcards (AT HOP Card).
- B With the AT HOP card, Auckland secondary school students aged 16 to 19 years can apply for a secondary school student concession (the Concession) which, if granted, allows them to travel for the equivalent child AT HOP fare (rather than the AT HOP adult fare).
- C AT has the capability to semi-automate the application [and re-verification] process for the Concession.
- D The Ministry agreed in a memorandum dated 18 December 2017 to assist AT in verifying whether a secondary school student meets the criteria for the Concession. The memorandum recorded the process, controls and understanding between the parties regarding the sharing of personal information required to enable the verification.
- E AT and the Ministry have been developing a more robust technical solution to support the verification process that reduces the amount of personal information being transferred.
- F The Parties wish to update terms of the information sharing by way of new memorandum rather than variation of the existing. This memorandum intends to replace the memorandum between the Parties dated 14 December 2017.

## Signatories

Signed for and on behalf of Ministry of Education / *Te Tahuhu o te Matauranga*

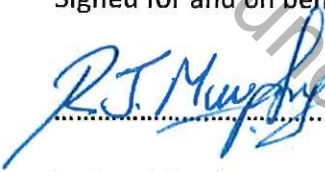


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Date: 2/12/19

Dr Craig Jones, Deputy Secretary, Evidence Data and Knowledge

Signed for and on behalf of Auckland Transport



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Date: 14/11/2019

Rodger Murphy, Executive General Manager Risk & Assurance, Auckland Transport

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## The Parties Agree:

### 1. Interpretation

1.1 In this Memorandum, unless the context otherwise requires, the following terms have the corresponding meanings set out below:

The Act	the Privacy Act 1993
Concession	secondary school student concession for AT HOP
Memorandum	this memorandum including its schedules;
Technical Solution	technical specifications that outline the process and method of transfer of information including what information will be transferred set out in Schedule 2
Verification	verification of eligibility for the Concession (and 're-verification' has a corresponding meaning).

### 2. Purpose

2.1 The purpose of the information sharing between the Parties is to enable AT to verify whether a student is eligible for the Concession.

2.2 The purpose of this Memorandum is to:

- (a) set out the privacy considerations and safeguards that the Parties are to consider when sharing information with one another;
- (b) record the Parties agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties;
- (c) detail the process for reviewing the information shared under this Memorandum

2.3 This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Act and does **not** authorise any breach of the Information Privacy Principles in the Act.

### 3. Effect of this Memorandum

3.1 This Memorandum is not an Approved Information Sharing Agreement under Part 9A of the Act. Instead the Parties rely on the principles under section 6 of the Act 1993 to enable the disclosure and use of personal information for the purposes set out in clause 2.

3.2 Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

3.3 This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.

3.4 Where there are changes to Government policy which affects the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.

#### **4. Term of this Memorandum**

4.1 This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 7.

#### **5. Review of this Memorandum**

5.1 A Party may request a review of this Memorandum at any time.

5.2 The Parties agree to review this Memorandum annually.

#### **6. Variations to this Memorandum**

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

#### **7. Termination of this Memorandum**

7.1 This Memorandum may be terminated by either Party by giving three months' notice in writing to the other Party.

#### **8. Costs**

8.1 Each Party will bear their own costs in relation to this Memorandum.

## **9. Legal Authority and Application of the Privacy Act 1993**

- 9.1 The Parties acknowledge that the information to be disclosed between them pursuant to this Memorandum will be “personal information” as defined in the Act.
- 9.2 The Parties will only disclose and use personal information for the purpose set out in clause 2 where the individual student whom the personal information is about has consented to such disclosure and use or where such disclosure and use is otherwise permitted under the Act.
- 9.3 The Parties agree that AT is responsible for collecting the necessary informed consent from the individuals applying for the Concession and will do so in the form and method set out in Schedule 3. The Ministry agrees that AT may undertake minor changes of form and method of consent. Any material change to the form and method of consent will be agreed as between the parties and a variation to Schedule 3 arranged.
- 9.4 AT will only request information from the Ministry for verification purposes with respect to individuals who have given informed consent through the consent process as set out in Schedule 3.
- 9.5 AT will provide the Ministry with evidence it holds of any individual’s informed consent as is required by the Ministry.

## **10. Information to be shared**

- 10.1 The information to be shared under this Memorandum includes personal information as detailed in Schedule 2.
- 10.2 For the avoidance of doubt, information shared under this Memorandum may include information AT collects and holds that is necessary for the purpose of providing and administering the Concession and the AT HOP card product. Such information will only be governed by this Memorandum to the extent that it relates specifically to the Technical Solution outlined in Schedule 2.

## **11. Use of the Information**

- 11.1 Both Parties agree that the information shared under this Memorandum will only be used for the purpose outlined in this Memorandum.

- 11.2 Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Act and the Ombudsman Act 1982.

## **12. Method and Frequency of Information Exchange**

- 12.1 The information to be shared under this Memorandum will be exchanged in accordance with the method set out in the Technical Solution outlined in Schedule 2.
- 12.2 The information to be shared under this Memorandum will only be exchanged when:
- (a) AT has received an application from an individual for the Concession, and that individual has provided consent for their information to be shared with the Ministry for the purposes of verification; or
  - (b) AT requires re-verification of an existing Concession holder.
- 12.3 The Parties acknowledge that the individual upon applying for the Concession has a reasonable expectation that their application will be processed, and the Concession approved as soon as possible.
- 12.4 The technical specifications of the exchange are detailed in Schedule 2.

## **13. Schedules to the Memorandum**

- 13.1 New schedules can be added to this Memorandum by way of a variation agreed to by both Parties.
- 13.2 Reviews, amendments or terminations of schedules under this Memorandum can be affected by agreement of the signatories to this Memorandum (or their delegate).

## **14. Security of the Information**

- 14.1 Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Act and any other applicable legislation relevant to each Party.
- 14.2 The Parties will ensure that:
- (a) All information is protected from unauthorised access, use and disclosure

- (b) All information is stored on the Parties own securely managed computer systems with password and firewall protection with access allowed only to employees doing work directly related to this Memorandum
- (c) All Ministry and AT employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum
- (d) Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

## **15. Breaches of Security or Confidentiality**

- 15.1 The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
- 15.2 The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
- 15.3 If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
- 15.4 Where an investigation is commenced under this clause, the other Party will be providing the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
- 15.5 If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

## **16. Destruction and Retention of Information**

- 16.1 The Parties agree that information disclosed between them under this Memorandum is subject to the Public Records Act 2005.



- 16.2 The Parties agree that all information disclosed between them under this Memorandum will be securely destroyed once an individual has been verified by AT.

## **17. Service Faults**

- 17.1 Each Party must immediately notify the other Party of any fault in the Technical Solution that affects the ability to exchange information under this Memorandum including, but not limited to, server faults and maintenance that affects the operation of the Technical Solution.
- 17.2 The Parties will work together, in good faith, to rectify any fault associated with the Technical Solution.
- 17.3 The Parties will consult on any external communications necessary to inform students of any fault that may affect their Concession.
- 17.4 The costs associated with service faults are to be managed in accordance with clause 8.1.

## **18. Disputes Resolution**

- 18.1 The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the Relationship Managers will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
- 18.2 If resolution is not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
- 18.3 The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

## **19. Third Party Contracting**

- 19.1 Any third party contracted to carry out any work in relation to this Memorandum that may involve access to, or use information received under this Memorandum, will be subject to all obligations set out in this Memorandum, which will be reflected in any associated contract for services with the third party.

## **20. External Communications**

20.1 The Parties are responsible for complying with their respective obligations under the Act and the Official Information Act 1982 (Official Information Act) or Local Government Official Information and Meetings Act 1987, as applicable.

20.2 In the event that either Party receives a complaint or request under the Act, Official Information Act, in relation to information exchanged, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.

20.3 In the event that either Party receives a request from the media in relation to this Memorandum or any information exchanged, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

## **21. Relationship Management and Oversight**

21.1 To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager.

21.2 The Relationship Manager will have oversight of the operation of this Memorandum and be the first point of contact for each Party with regards to the operation of this Memorandum.

21.3 Schedule 1 records the Relationship Managers and Technical Contacts for each Party.

## Schedule 1 – Relationship Managers and Technical Contacts

### AT Relationship Managers:

- a) Sub Ghosh, Business Technology, Project Manager, [sub.ghosh@at.govt.nz](mailto:sub.ghosh@at.govt.nz)
- b) John Sanders, AT HOP Development Manager, [john.sanders@at.govt.nz](mailto:john.sanders@at.govt.nz)

### AT Technical contact:

- a) Phil Yearbury, Business Technology, Digital Architecture Manager, [philip.yearbury@at.govt.nz](mailto:philip.yearbury@at.govt.nz)

### MOE Relationship Manager

- a) Grayson Mitchell, Solution Architecture Practice Manager, Solution, Planning, Architecture  
[Grayson.mitchell@education.govt.nz](mailto:Grayson.mitchell@education.govt.nz)

### MOE Technical Contact:

- a) Benjamin Wilson, Manager Application Delivery, Small Business Systems  
[Benjamin.Wilson@education.govt.nz](mailto:Benjamin.Wilson@education.govt.nz)

## Schedule 2 – Information Exchange Processes and Technical Specification

The following is a preliminary high-level summary of technical aspects of the service to be provided.

### Information input by the Student

- National Student Number
- School postcode

### Service:

1. The Ministry will provide a single REST based service endpoint over HTTPS (RFC 7320), using JSON (RFC 8259) for serialization of messages:
  - An InSchool Service to query as to whether a student is in a NZ secondary school (Stage 1). In Stage 2, the query will check if a student is in a NZ secondary school within the provided postcode area

### Consent:

1. The service consumer will not proceed to use the service unless consent has previously been provided by the end user (refer to Schedule 3).

### Revalidation:

1. AT will revalidate concession eligibility on a weekly basis. This is required to accommodate for the fact that AT offers students a grace period of two weeks before their current concession expires
2. Ministry of Education agrees that at a future date it will add an additional parameter in the response named EnrolledAtSchool. The addition of this parameter is being targeted for April 2020 but will be dependent on the Ministry's available resources and internal certification and accreditation. This variable will indicate if the Secondary Student is enrolled at a school within the indicated school postcode. In the absence of this additional parameter, AT will periodically send a report of students that have applied for the concession and Ministry of Education will send confirmation if any of those students are ineligible. The first run of the manual process will begin on 1st, March 2020 and every two months from that date till school postcode validation is live.

### Authentication:

1. Systems which consume the service must be authenticated, authorised and issued an authorisation token prior to using the system.
2. Service consumers will include authorisation tokens with every information request
3. The service provider will provide the authentication mechanism.

#### Messages:

1. When querying the InSchool Service, Service Consumers will supply the Service provider a message object containing the following identifying information:
  - The National Student Number of the Student
  - The postcode area identifier, containing the postcode of the applicants enrolled school.
2. The Ministry will conduct matches using the attributes within a provided query object and return a response object containing one of the following statuses: EnrolledAtSchool, Enrolled, or Unknown.

Note that EnrolledAtSchool will indicate the Student is enrolled at a school within the indicated postcode area, Enrolled will be used to indicate that the National Student Number matches the Ministry's records but not the provided postcode identifier, and that the individual is an enrolled student, Unknown will be used in every other circumstance.

#### Storage:

1. Service consumers agree to not physically persist service provider data (caching data for performance reasons is acceptable).

#### Versioning:

1. To address issues, risks, or feature requests, the service provider may periodically issue new versions of its services without seeking prior agreement.
2. Each new version of a service will be released along with the duration of time which the service will be supported.
3. Each new version of the service will be released at the latest 3 months prior to the retirement of the previous version it is replacing.
4. If a new version is released, older versions of the service will be functional until its original published termination date.
5. If a new version is not being released, the service provider will publish the extended support duration.

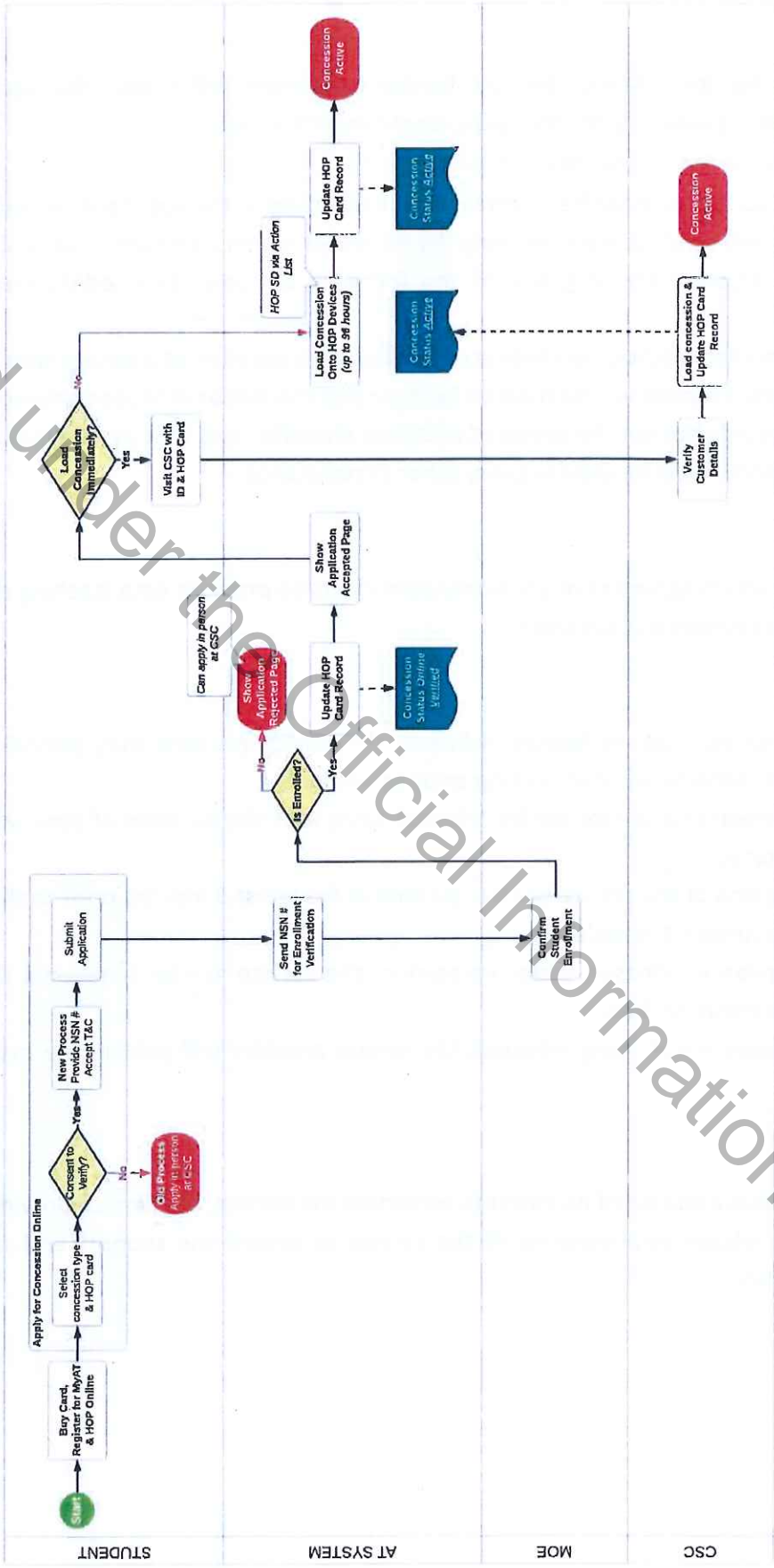
#### Termination:

1. Having previously published its intent to terminate the service, the service provider reserves the right to not release new versions of the service or extend the support end-date of the last released version.

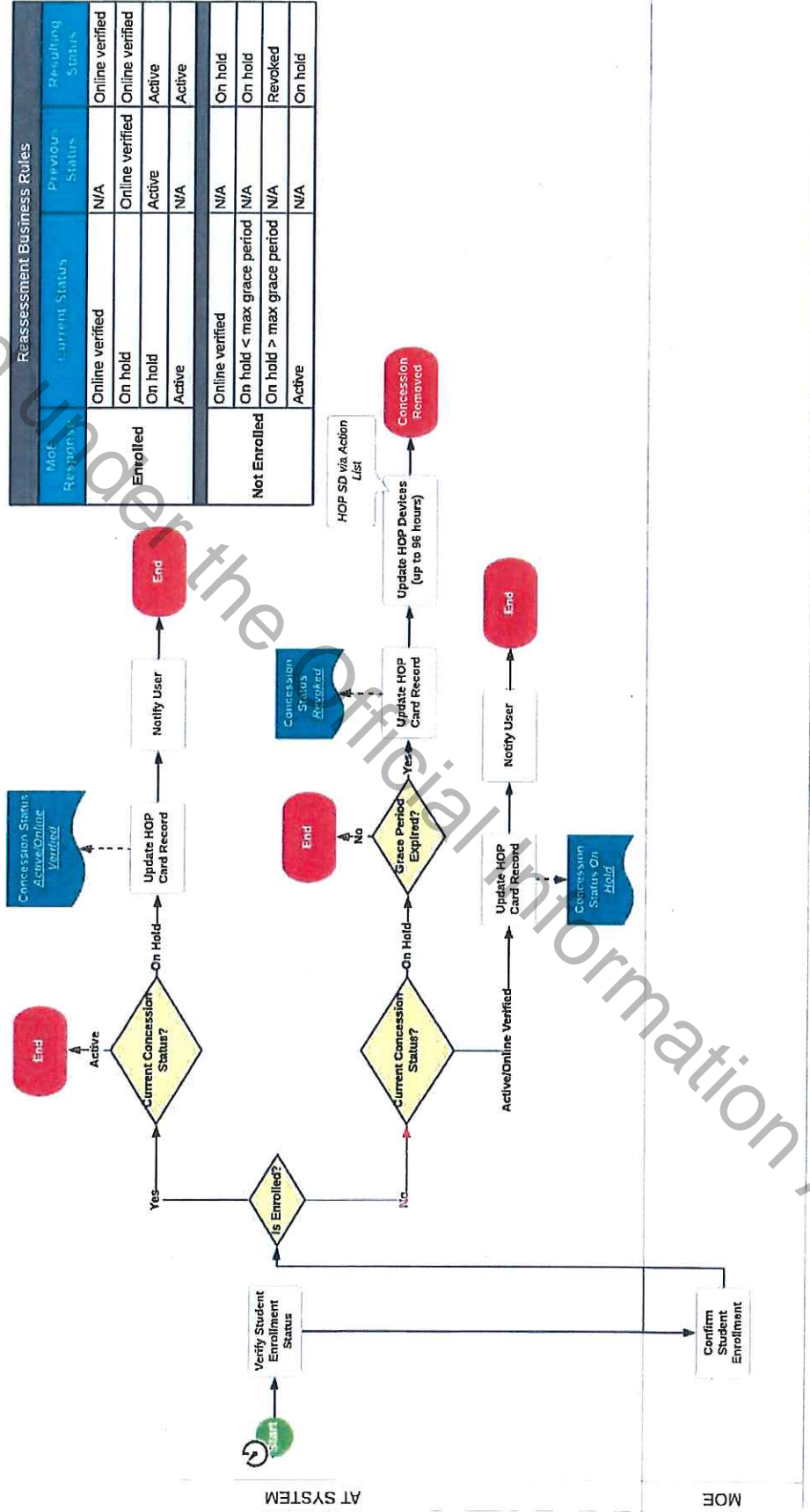
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# Automated Process

## a. Application



**b. Reassessment**



### Schedule 3 – AT Consent Process

By applying for the AT Secondary school student concession, I consent to:

- The Ministry of Education and Auckland Transport exchanging basic information (for example, National Student Number) about me to confirm whether I am a full-time secondary school student in the Auckland Region for the purpose of verifying my eligibility for an AT Secondary school student concession; and
- This exchange of information about me continuing periodically to reconfirm my full-time status, over the duration that I hold an AT Secondary school student concession.

Ministry of Education will not allow Auckland Transport access to any other applicant information held by MoE apart from eligibility.

If you don't consent you will need to stop this application, complete your application online annually and visit an AT Customer Service Centre annually, to get your concession loaded.

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