

MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

Counties Manukau District Health Board (CM Health)

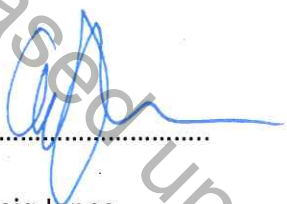
For the Purpose of

enabling CM Health to monitor and report on the achievement rates
and progression of students who have participated in a Health Science
Academy in South Auckland

Released under the Official Information Act 1982

Signatories

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


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Date: 25 / 2 / 19
...../...../.....

Dr Craig Jones
Deputy Secretary, Evidence Data and Knowledge

Signed for and on behalf of Counties Manukau District Health Board

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Date:/...../.....

Elizabeth Jeffs
Director, Human Resources

Released under the Official Information Act 1982

Parties

1. The Chief Executive of the Ministry of Education (the Ministry)

AND

2. The Chief Executive of Counties Manukau District Health Board (CM Health)

Background

3. In 2010 the Tindall Foundation and Counties Manukau District Health Board (CMDHB), referred to as CM Health for the purposes of this Memorandum, agreed to pilot a Health Science Academy model with two secondary schools in South Auckland.
4. The Health Science Academies would focus on lifting Maori and Pacific participation and success in NCEA Science, while lifting awareness of the wide variety of careers within Health.
5. The long term focus was to increase the number of Maori and Pacific applicants for employment through CM Health.
6. The Tindall Foundation and CM Health would like to analyse and report on how students participating in the Health Science Academies are achieving and progressing after completing the Health Science Academy programme.
7. To achieve this understanding CM Health requires achievement information for its students from the Ministry.

Purpose

8. The purpose of this Memorandum is to:
 - 8.1. facilitate the sharing of achievement information to enable CM Health to monitor and report on the achievement rates and progression of students who have participated in a Health Science Academy in South Auckland.
 - 8.2. set out the principles that the Parties are to take into account when sharing information with one another;
 - 8.3. acknowledge and apply the statutory context in which the information sharing will occur;
 - 8.4. 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;
 - 8.5. detail the process for reviewing and reporting on the information shared under this Memorandum

9. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act.

Effect of this Memorandum

10. 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.
11. 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.
12. 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.

Term of this Memorandum

13. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 16.

Review of this Memorandum

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

Variations to this Memorandum

15. 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

Termination of this Memorandum

16. This Memorandum may be terminated at any time by agreement in writing of both Parties.

Costs

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

Legal Authority and Application of the Privacy Act 1993

18. The Parties will comply with the Privacy Act 1993 (Privacy Act), any relevant Code of Practice made under the Privacy Act, and the Health Information Privacy Code 1994.
19. The Parties agree that the sharing and use of personal information for the purposes set out in clause 8.1 comply with the Privacy Act.
20. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principals 10(f)(ii) and 11(h)9ii) which provide that the information can be shared and used if the information is to be used for research and statistical purposes and will not be published in a form that could reasonably be expected to identify any individual.
21. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum.

Information to be shared

22. CM Health will supply Ministry with the following information of students registered in the Health Science Academy programme (approx. 1000) to be used for matching:
 - 22.1. Student name
 - 22.2. Gender
 - 22.3. Date of Birth
23. The Ministry will supply CM Health with following information to be used for identifying and confirming where and what courses registered students are enrolled in and their current position along the health career study pathway:
 - 23.1. School/tertiary provider name
 - 23.2. School institution number
 - 23.3. Programme of study e.g. NCEA level 1 or first year health sciences
 - 23.4. NCEA results including individual science subjects
 - 23.5. Tertiary results within health related programmes
24. The Ministry will supply CM Health with data about students registered in the Health Science Academy programme at the following education levels:
 - 24.1. Secondary School
 - 24.2. Tertiary providers
25. Both parties will endeavour to collect and provide the child's full legal names (including middle names).

26. CM Health will provide the Ministry with the list of schools and tertiary institutions for which they want the information. This list may change with time, if schools open, close or merge.

Use of the Information

27. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.

28. 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 Privacy Act and the Ombudsman Act 1982.

Method and Frequency of Information Exchange

29. The Ministry will supply information as a csv file twice a year (20 February and 20 August) until termination of this Memorandum.

30. The information to be shared under this Memorandum will be supplied only by way of secure site (SFTP) or secure USB.

Security of the Information

31. Information exchanged under this Memorandum includes personal information.

32. 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 Privacy Act and any other applicable legislation relevant to each Party.

33. The Parties will ensure that:

- 33.1. All information is protected from unauthorised access, use and disclosure
- 33.2. 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
- 33.3. All Ministry and CM Health 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
- 33.4. 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.

Breaches of Security or Confidentiality

34. 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.
35. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
36. 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.
37. Where an investigation is commenced under this clause, the other Party will 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.
38. 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.

Destruction and Retention of Information

39. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.

Disputes Resolution

40. 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 relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
41. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, who will be asked to make judgements necessary to resolve the issue. If resolution is still not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
42. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

Third Party Contracting

43. 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

External Communications

44. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act).

45. In the event that either Party receives a complaint or request under the Privacy 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.

46. 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.

Relationship Management and Oversight

47. 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.

48. 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.

Schedule One: Relationship Managers

Ministry of Education

Relationship Manager

Clare Ruru

Principal Information Management Analyst

Information Management

Data Information and Stewardship

Technical Contact

Donald Peterkin

Manager, Data Solutions and Warehousing

Data Information and Stewardship

CM Health

Relationship Manager

Dr Leigh-James Henderson

Workforce Development Manager

Middlemore Hospital

Technical Contact

Nirmal Sinha

Group Manager, HR Reporting

Middlemore Hospital