

MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

The Hearing House

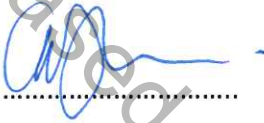
For the Purpose of

providing achievement information relating to clients of The Hearing House to inform research, statistical analysis and reporting

Released under the Official Information Act 1982

Signatories

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



Date: 24 / 1 / 19

Craig Jones
Deputy Secretary, Evidence Data and Knowledge

Signed for and on behalf of The Hearing House



Date: 7/January/2019

Scott Johnson
CEO, The Hearing House

Parties

1. The Ministry of Education (the Ministry)

AND

2. The Hearing House

Background

3. The Hearing House is a charity for deaf children and their families and deaf adults.
4. The Hearing House has provided services to more than 400 deaf and hearing impaired children since its establishment in 1998, with the number of children being supported by the programme growing each year.
5. The education services provided as part of the National cochlear Implant Programme are funded by the Ministry.
6. Education services are provided by the Kelston Deaf Education Centre and the van Asch Deaf Education Centre, with assistance from The Hearing House.
7. The Hearing House provide to the Ministry a list of children receiving The Hearing House services as part of the funding contract. It is these children that The Hearing House are seeking the achievement information.
8. The Hearing House want to use the achievement information for general reporting and also in the Annual Report. The information in the reports would be aggregated and de-identified.

Purpose

9. The purpose of this Memorandum is to:
 - 9.1. provide achievement information relating to clients of The Hearing House to inform research, statistical analysis and reporting;
 - 9.2. set out the principles that the Parties are to take into account when sharing information with one another;
 - 9.3. acknowledge and apply the statutory context in which the information sharing will occur;
 - 9.4. 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;
 - 9.5. detail the process for reviewing and reporting on the information shared under this Memorandum

10. 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

11. 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.
12. 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.
13. 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

14. This Memorandum commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 18.

Review of this Memorandum

15. A Party may request a review of this Memorandum at any time.
16. The Parties agree to review this Memorandum annually, initiated by the Ministry.

Variations to this Memorandum

17. 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

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

Costs

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

Legal Authority and Application of the Privacy Act 1993

20. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.
21. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 9.1 comply with the Privacy Act.
22. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is Privacy Principle 10(f) which provides that the information—
 - (i) is used in a form in which the individual concerned is not identified; or
 - (ii) is used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.
23. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum.

Use of National Student Numbers

24. National Student Numbers (NSN's) are being used to join data relating to the hearing impairment and assistive technology of The Hearing House's clients with their achievement information for research purposes.
25. The Education Act 1989 authorises the use of NSN's for specified purposes by an authorised user.
26. Section 344(2)(c) and (d) provides that the NSN may be used by an authorised user for the purposes of statistics and research.

Information to be shared

27. The information to be shared under this Memorandum is NZQA secondary school achievement information.
28. Schedule 1 provides a visual representation of the information flows between the Ministry and the Hearing House.

Use of the Information

29. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in this Memorandum.
30. 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

31. The information to be shared under this Memorandum is confidential, and will be supplied by way of password protected excel spreadsheets, with passwords provided separately.
32. The information to be shared under this Memorandum will be exchanged on an annual basis around July each year.
33. The information will be requested by The Hearing House from Requests.EDK@education.govt.nz and will be provided if the information is available.

Schedules to the Memorandum

34. Each information flow subject to this Memorandum is detailed in a specific schedule which includes the information to be exchanged, the use of that information, the legal authority enabling the information sharing, and all relevant privacy and security controls.
35. Where an new information flow is identified as being required under this Memorandum, it will be detailed in a specific schedule which includes the information to be exchanged, the use of that information, the legal authority enabling the information sharing, and all relevant privacy and security controls.
36. New schedules can be added to this Memorandum by way of a variation agreed to by both Parties.
37. Reviews, amendments or terminations of schedules under this Memorandum can be effected by agreement of the signatories to this Memorandum (or their delegate) upon which the Memorandum will be updated accordingly.

Security of the Information

38. Information exchanged under this Memorandum may include personal information.
39. 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.
40. The Parties will ensure that:
 - 40.1. All information is protected from unauthorised access, use and disclosure
 - 40.2. 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

- 40.3. All Ministry and The Hearing House 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
- 40.4. 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

41. 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.
42. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
43. 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.
44. Where an investigation is commenced under this clause, the other Party will provide the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
45. 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

46. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
47. At the completion of research and aggregated reporting each year The Hearing House will securely dispose of all individual level information provided under this Memorandum.

Disputes Resolution

48. 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.
49. 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.

50. 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

51. 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

52. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act) and the Education Act 1989.

53. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, or Education Act 1989, 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.

54. 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.

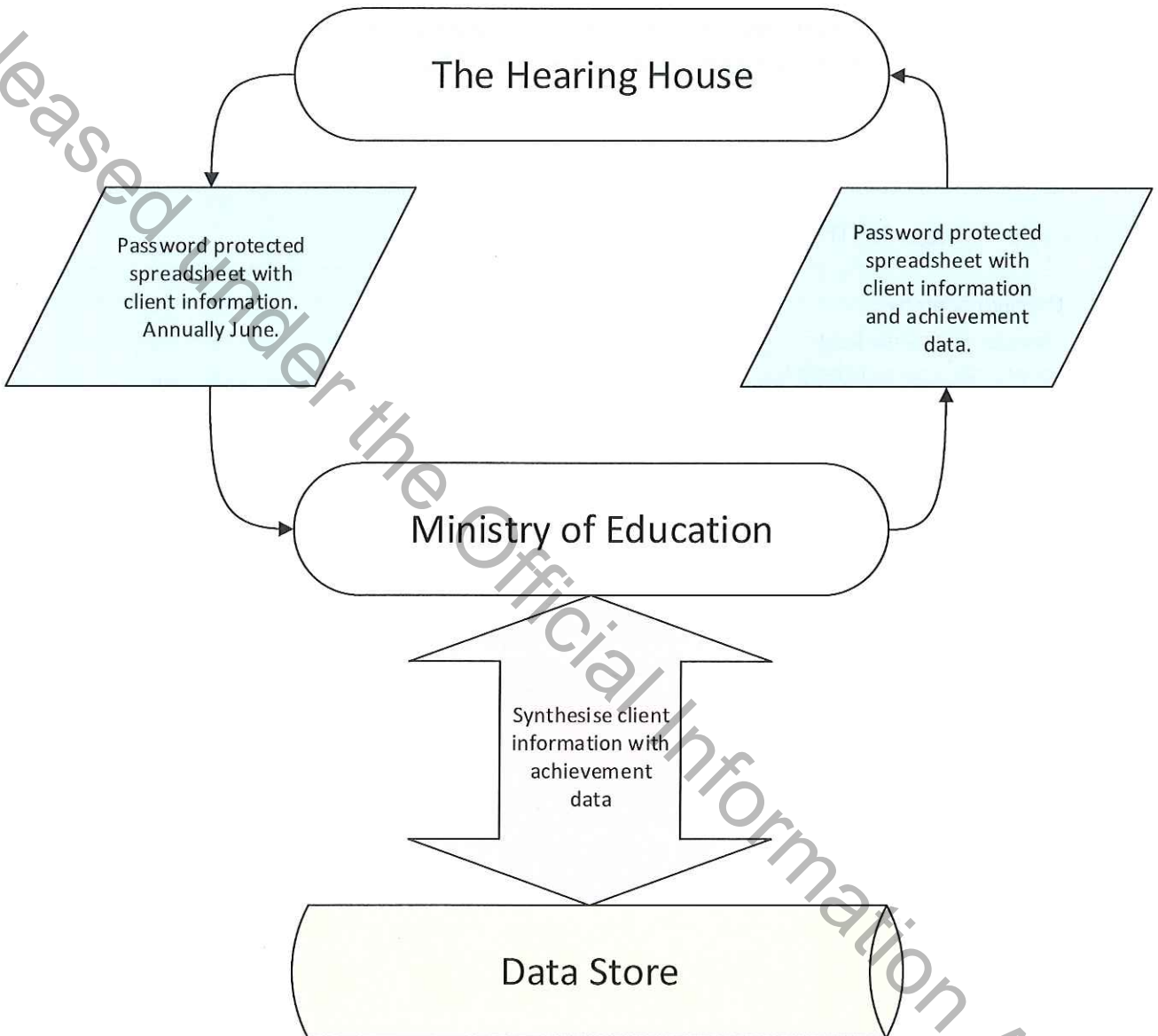
Relationship Management and Oversight

55. 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.

56. 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.

57. Schedule 2 records the Relationship Managers for each Party.

Schedule 1: Information flow between Ministry of Education and The Hearing House



Schedule 2: Relationship Managers for each party

Relationship Manager for Ministry of Education / *Te Tahuhu o te Matauranga*:

Isaac Malpass

Principal Advisor, Information Requests, Evidence Data and Knowledge

Email: Requests.EDK@Education.govt.nz (attn. Isaac Malpass).

Relationship Manager for The Hearing House:

Carolyn Malem

Clinical Administrator

Email: clinicalservices@hearinghouse.co.nz (attn. Carolyn Malem).

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