



MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tāhuhu o te Mātauranga*

And

New Zealand Drug Foundation, *Te Tūapapa Tarukino o Aotearoa*

For the Purpose of

enabling NZDF to undertake research which will support the development of strategies to reduce the impact that alcohol and drug use have on student achievement and engagement in education and learning

Released under the Official Information Act 1982

Signatories

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



Date: 5, 03 20

Cathryn Ashley-Jones
Group Manager, Evidence, Synthesis & Dissemination

Signed for and on behalf of New Zealand Drug Foundation



Date: 2, 3, 20

Kali Mercier
Manager, Policy and Advocacy

Parties

1. The Ministry of Education (MoE)

AND

2. The New Zealand Drug Foundation (NZDF)

Background

3. NZ Drug Foundation take the lead in Aotearoa New Zealand education, advising and standing up for healthy approaches to alcohol and other drugs.
4. Drug use can cause social, health and economic harms to individuals, families and communities. Preventing and reducing drug-related harm is the challenge that NZ Drug Foundation has taken on.
5. Alcohol and drug use can impact student's attendance and achievement. Therefore, attendance and achievement at school is a key protective factor for reducing alcohol and drug harm and improving overall life outcomes.
6. The NZ Drug Foundation is working with New Zealand schools and other stakeholders to develop strategies that will reduce the impact of alcohol and drug use have on student achievement and help them to remain engaged in education.
7. Stand-down, suspension, exclusion and expulsion data held by MOE has been identified as one of the important data sets to contribute to this research.

Purpose

8. The purpose of this Memorandum is to:
 - 8.1. set out the principles that the Parties are to take into account when sharing information with one another;
 - 8.2. acknowledge and apply the statutory context in which the information sharing will occur;
 - 8.3. 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;
 - 8.4. detail the process for reviewing and reporting on the information shared under this Memorandum
9. The purpose of the information sharing under this Memorandum is to:
 - 9.1. enable NZDF to undertake research which will support the development of strategies to reduce the impact that alcohol and drug use have on student achievement and engagement in education and learning.

- 9.2. enable NZDF to publish data as part of their work informing the public on how alcohol and other drugs impact on the population.
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 16.

Review of this Memorandum

15. A Party may request a review of this Memorandum at any time.
16. The Parties agree that this MOU will be reviewed every two years to ensure that the information being provided by the Ministry is still required for the purposes in clause 8.1.
17. The Parties agree that the NZDF will initiate the two-yearly review.

Variations to this Memorandum

18. 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

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

Costs

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

Legal Authority and Application of the Privacy Act 1993

21. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.
22. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 8.1 comply with the Privacy Act.
23. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum are Privacy Principles 10(f)(ii) and 11(h)(ii) that provides 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.
24. 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

25. The information to be shared under this Memorandum by the Ministry of Education is detailed in Schedule 1.

Use of the Information

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

28. The information to be shared under this Memorandum is confidential, and will be supplied by way of SFTP.
29. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.

30. The information to be shared under this Memorandum will be exchanged on an Annual basis when the Stand-downs, Suspensions, Exclusions and Expulsions (SSEE) data is publicly released.

Schedules to the Memorandum

31. Each information flow subject to this Memorandum is detailed in a specific schedule which includes records the information to be exchanged.
32. Where an new information flow is identified as being required under this Memorandum, it will be detailed in a specific schedule.
33. New schedules can be added to this Memorandum by way of a variation agreed to by both Parties.
34. 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

35. All information exchanged under this Memorandum is confidential.
36. 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.
37. The Parties will ensure that:
 - 37.1. All information is protected from unauthorised access, use and disclosure
 - 37.2. 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
 - 37.3. All MoE and NZ Drug Foundation employees dealing with the information exchanged under this Memorandum are aware of their responsibilities -and the strict limitations on use ad disclosure of any information subject to this Memorandum
 - 37.4. 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

38. 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.
39. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
40. 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.
41. 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.
42. 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

43. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
44. The information is being provided for research purposes and NZ Drug Foundation is responsible for disposing of the information at the completion of the research or as such where you are comfortable that you have monitored the changes over time that is required for your research.

Disputes Resolution

45. 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.
46. 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.
47. 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

48. 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

49. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act)
50. 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.
51. 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

52. 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.
53. 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.
54. Schedule 2 records the Relationship Managers for each Party.

Schedule 1: Data to be shared under the Memorandum

Number of people each year that have been stood-down from New Zealand schools	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Age Standardised rate Count of events
Number of people each year that have been stood-down from New Zealand schools because of: <ul style="list-style-type: none"> • Alcohol • Tobacco • Drugs • Alcohol and/or drugs Tobacco and/or alcohol and/or drugs	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Count of events
Number of people each year that have been suspended from New Zealand schools	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Age Standardised rate Count of events
Number of people each year that have been suspended from New Zealand schools because of: <ul style="list-style-type: none"> • Alcohol • Tobacco • Drugs • Alcohol and/or drugs Tobacco and/or alcohol and/or drugs	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Count of events
Number of people each year that have been excluded from New Zealand schools	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Age Standardised rate Count of events
Number of people each year that have been excluded from New Zealand schools because of: <ul style="list-style-type: none"> • Alcohol • Tobacco • Drugs 	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Count of events

<ul style="list-style-type: none"> Alcohol and/or drugs Tobacco and/or alcohol and/or drugs		
Number of people each year that have been expelled from New Zealand schools	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Age Standardised rate Count of events
Number of people each year that have been expelled from New Zealand schools because of: <ul style="list-style-type: none"> Alcohol Tobacco Drugs Alcohol and/or drugs Tobacco and/or alcohol and/or drugs	Total Ethnicity Decile Decile, by ethnicity Region Region, by ethnicity	Count of events

Schedule 2: Relationship Managers

Ministry of Education

Relationship Manager

Clare Ruru

Principal Information Management Analyst

Information Management

Data Information and Stewardship

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Technical Contact

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Manager, Data Solutions and Warehousing

Data Information and Stewardship

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New Zealand Drug Foundation

Relationship Manager

Alana Oakly

Policy Adviser