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Tēnā koe Matthew

Your Official Information Act request OIA2122-0130

Thank you for your Official Information Act (the Act) request, which was received by the Department of Internal Affairs (the Department) on Tuesday 10 August 2021.

Your request asked for the following information:

“Has your agency contracted work to Research New Zealand in the last five years? If so, did you provide private information or data on individuals to Research New Zealand. If so, what agreements did you make with Research New Zealand regarding privacy and data retention? Have you been notified of any data breaches, security issues, or privacy issues with Research New Zealand?”

Engagement with Research New Zealand

In 2017 the Department engaged Research New Zealand to conduct our Customer Experience Survey Programme, a continual assessment of customer engagement with the Department. The Programme measures the quality of service provided by the Passport, Citizenship, Charities, Community Operations, Births, Deaths, and Marriages, and RealMe services. These services are managed by the Service Delivery and Operations (SDO) Branch of the Department, which some clauses in the Agreement refer to (which are appended to this letter).

In addition to questions about customer satisfaction with these services, the Department is also interested in understanding the potential drivers and barriers for digital uptake of these services.

Personal information shared with Research New Zealand

The Department shares personal information about users of our services with Research New Zealand to enable them to contact the users. This information is provided on a monthly basis.

The following information fields may be shared with Research New Zealand in order to conduct the survey:

- Surname
- Given Name

- Date of Birth
- Address
- Email address
- Phone number

Agreement clauses relating to information management

The relevant clauses of the Agreement between the Department and Research New Zealand are appended to this letter.

Reporting of privacy incidents

The Department has not been advised of any issues with the management of information shared with Research New Zealand.

If you have any feedback or questions about the Department's response, please let us know at OIA@DIA.govt.nz

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz or Freephone 0800 802 602.

Ngā mihi



Karlene Symonds

General Manager Information and Safety
Organisational Capability and Services



Appendix A

Agreement between the Department and Research New Zealand

The Agreement clauses relating to the management of personal information are replicated below. In this Agreement the terms “Service Provider” and “Vendor” refers to Research New Zealand.

12.1 Confidentiality obligations: The Service Provider must:

- (a) use any Confidential Information solely for the purpose of, and solely to the extent necessary for, the performance of the Service Provider’s obligations under this Agreement;
- (b) only disclose the DIA’s Confidential Information to those of the Service Provider’s employees, agents and contractors to whom, and to the extent that, such disclosure is reasonably necessary for the purpose of performing the Service Provider’s obligations under this Agreement; and
- (c) maintain effective and adequate security measures to safeguard the DIA’s Confidential Information from access or use by unauthorised persons and keep the Confidential Information under its control.

12.2 Exceptions to obligations: The provisions of clause 12.1 will not apply to Confidential Information, to the extent that the Confidential Information:

- (a) was, before the Service Provider received such Confidential Information from the DIA, in the Service Provider’s possession without any obligations of confidence;
- (b) is independently acquired or developed by the Service Provider without breaching any of the Service Provider’s obligations under this Agreement and without use of any other Confidential Information of the DIA;
- (c) is subsequently disclosed to the Service Provider, without any obligations of confidence, by a third party who has not derived it, directly or indirectly, from the DIA;
- (d) is or becomes generally available to the public through no act or default of the Service Provider or any of the Service Provider’s employees, agents or subcontractors; or
- (e) is required to be disclosed by law, or to the courts of any competent jurisdiction, or to any government regulatory or financial authority, provided that:
 - (i) as soon as reasonably practicable, and prior to the disclosure, the Service Provider will inform the DIA of the requirement for disclosure and consult with the DIA; and
 - (ii) at the DIA’s request, the Service Provider will seek to persuade the court or authority to have the information treated in a confidential manner.

12.3 Disclosure: The Service Provider must ensure that any person to whom the Service Provider makes any disclosure in accordance with clause 12.1(b):

- (a) is made aware of, and subject to, the Service Provider's obligations under clause 12.1; and
- (b) has entered into a written undertaking of confidentiality in favour of the Service Provider or, if requested by DIA, in favour of DIA, that is at least as restrictive as the undertakings set out in clause 12.1 and that applies to the Confidential Information, and the Service Provider remains responsible to DIA for any unauthorised use or disclosure of DIA's Confidential Information by such persons as if the use or disclosure was made by the Service Provider under this clause 12.

12.4 Announcements: The Service Provider must not make any announcement regarding this Agreement to any person, without DIA's prior written consent.

12.5 Protecting Personal Information: The Service Provider agrees:

- (a) to use or disclose Personal Information obtained only for the purposes of delivering the Service and Deliverables and complying with this Agreement, including the reporting requirements;
- (b) not to do anything that would breach an information privacy principle contained in the Privacy Act 1993, which if done or engaged in by an agency under the Privacy Act 1993, would be a breach of that information privacy principle;
- (c) to otherwise comply with the Privacy Act 1993 and any code established under the Privacy Act 1993;
- (d) to immediately notify DIA if the Service Provider becomes aware of any breach or possible breach of the Privacy Act 1993 whether by it or any of its subcontractors; and
- (e) to ensure that the Service Provider's Personnel who are required to deal with Personal Information for the purposes of this Agreement are made aware of and comply with the obligations set out in this clause.

Schedule 2

1.1 Contact databases

SDO will supply a contact database monthly for each business unit. Contact databases will only be delivered in a secure manner and are required to be kept secure by the vendor at all times.

Contact datasets need to be de-duplicated where possible, following SDO guidelines.

Individual customers are to be contacted no more often than once a year.

A no contact list must be created and maintained.