

Extract from PDS contract with LexisNexis - commenced 21 September 2011

Where the Ministry provides any data to LexisNexis or that LexisNexis otherwise has access to, stores, processes, or transmits any data under or in connection with the Agreement, LexisNexis will:

- not use the data for its own purposes and use the data only to the extent necessary to provide the services and process such data in accordance with any applicable laws, regulations, or industry best practice or to the extent expressly authorised by the Ministry;
- not permit the data to be transferred or stored outside NZ, except with the prior written consent of the Ministry;
- keep the data (including any backup archives of data) in the possession or control of LexisNexis from time to time secure, managed and protected, and implement and maintain appropriate measures to prevent the loss of, unauthorised access, use, processing, disclosure, accidental loss or destruction of or damage to, and any other misuse relating to, the data;
- not allow the data to be stored by a permitted sub-contractor without the Ministry's prior consent;
- keep the data confidential and not access the data itself except to the extent reasonably necessary for the provision of the services, unless specifically authorised to by the Ministry;
- not disclose the data to any other person or allow access by any other person, including anyone within LexisNexis' own organisation other than to personnel as appropriate and strictly necessary for the proper performance of the personnel's duties in relation to the obligations of LexisNexis under the Agreement;
- comply with the requirements of all applicable laws, regulations and industry best practice when accessing, storing, processing, or transmitting the data;
- unless otherwise instructed by the Ministry or required by law or any of the Ministry's security requirements known to LexisNexis, securely dispose of or return the data to the extent it is held by LexisNexis, on the Ministry's instructions, once it is no longer required for the purposes of the provision of the services in such a manner so that it can no longer be recovered or reconstructed, including (where instructed by the Ministry from time to time) wiping data from any LexisNexis equipment (with the exception of archived copies where data cannot physically be accessed or separated from other data);
- implement and maintain appropriate security measures relating to its equipment and systems with the purpose of the prevention of unauthorised access to the data; and
- ensure that all software and systems deployed in the delivery of the services accords with industry best practice in relation to the encryption systems, anti-virus, patches, updates, and upgrades for security purposes.