

[Agency logo]

Data Sharing Agreement

between

[Party name]

and

Statistics New Zealand

Date: **[date of last signatory: MMM YYYY]**

For the purpose of recording the collection, disclosure, and sharing of **[Data Collection Name]** data between the Parties.

1. Parties

- 1.1. [Party name (Party abbreviation)]
- 1.2. Statistics New Zealand (Stats NZ)

2. Definitions

- 2.1. In this Agreement the following definitions apply, unless the context requires otherwise:

Agreement means this Data Sharing Agreement and any Schedules or Appendices to this Agreement.

Appendix means an attachment to this Agreement that provides further technical detail about any data to be shared.

Collecting Party means a party collecting Data under this Agreement.

Data means all data and information recorded within this Agreement to be shared between the Parties.

Data Intermediary means a third-party organisation authorised on behalf of the Providing Party to collect, store, and disclose data for which the legal rights and obligations over that data belong to the Providing Party. [Include if the data is collected via an intermediary]

Party means a party to this Agreement and, together, the Parties.

Providing Party means a party disclosing Data under this Agreement.

Schedule means an attachment to this Agreement outlining any data to be shared.

3. Background

- 3.1. Stats NZ is New Zealand's official data agency. Stats NZ collects data from people and organisations, publishes insights and data about New Zealand, and supports others to use the data.
- 3.2. [Party abbreviation] [add in any information about the other party that might be relevant background for the data sharing]
- 3.3. Stats NZ wishes to collect the [data collection name] from [Party abbreviation] by Agreement under section 22(c)(i) of the Data and Statistics Act 2022 for the purpose of research.
- 3.4. [Party abbreviation] has agreed to disclose the [Data collection name] to Stats NZ under section 32 of the Data and Statistics Act 2022.
- 3.5. The Integrated Data Infrastructure (IDI) is a large research database held and administered by Stats NZ. It holds de-identified microdata about people and households.
- 3.6. Once collected, Stats NZ will integrate the Data into the IDI.
- 3.7. The Statistician can assess applications to access data in the IDI under Part 5 of the Data and Statistics Act 2022, and if satisfied that the requirements are met may authorise access to the Data for research.
- 3.8. Researchers use the IDI to conduct research that provides insight into our society and economy.
- 3.9. The Social Investment Agency is a stand-alone central agency responsible for leading the implementation of social investment and providing cross-sector insights to decision-makers to improve people lives.
- 3.10. The SIA is seeking to improve outcomes for New Zealanders through a new social investment approach. This approach involves:
 - 3.10.1. Understanding peoples' needs and using data and evidence,
 - 3.10.2. Setting clear, measurable goals and focusing on what works

- 3.10.3. Improving services by systematically measuring and comparing their effectiveness and feeding this information back to decision-making
- 3.10.4. Enabling local providers to deliver services tailored to the needs of their communities.
- 3.11. The SIA has identified that the IDI can be used to support the work for the social investment approach.
- 3.12. The parties note that SIA and Emerge Aotearoa have entered into a separate agreement around the provision of the Data to Stats NZ and SIA's potential access to the Data within the IDI.
- 3.13. If the Statistician grants access to SIA for research in accordance with 3.6, Emerge Aotearoa may provide an authorisation for Stats NZ to disclose data from the IDI to the SIA in a form that may identify Emerge Aotearoa in accordance with section 39(2)(a) of the Data and Statistics Act 2022.

4. Purpose and effect of Agreement

- 4.1. The purpose of this Agreement is to record the sharing of data including, but not limited to, the data to be shared, the legal authority enabling the data sharing, and the purpose and permitted uses of the data.
- 4.2. The Agreement confirms the relationship between the Parties based on a spirit of goodwill and cooperation.
- 4.3. This Agreement is made under section 22(c)(i) of the Data and Statistics Act 2022, and the parties intend that it creates legally enforceable obligations.
- 4.4. If there are changes to legislation, Government policy, or agency practice which may affect the purpose or operation of this Agreement, the Parties agrees to:
 - 4.4.1. promptly inform the other of those changes in writing; and
 - 4.4.2. review any aspects of this Agreement as required.
- 4.5. Any Schedules and Appendices attached to this Agreement form part of the Agreement.

5. Term, Review, Variation, and Termination

- 5.1. This Agreement commences on the date it is signed by the Parties.
- 5.2. This Agreement continues in effect until it is terminated in accordance with clause 5.6.
- 5.3. The Parties can agree to review this Agreement at any time.
- 5.4. The Parties can agree to vary this Agreement at any time.
- 5.5. Any variation to the Agreement will take effect once it is set out in writing and signed by the Parties.
- 5.6. The Parties can agree to terminate this Agreement with 90 days' notice in writing.
- 5.7. Any expectations to comply with obligations relating to security of the Data, access conditions on the Data, retention and disposal of the Data, privacy and security breaches will survive the termination or expiry of this Agreement.

6. Data to be Shared

- 6.1. The sharing of data will comply with all relevant legislation including, but not limited to, the Data and Statistics Act 2022 and the Privacy Act 2020.
- 6.2. The Data under this Agreement is:
 - 6.2.1. [Data collection description]

7. Purpose and Permitted Use

- 7.1. The Data is collected for the purpose(s) of:
 - 7.1.1. Research.
- 7.2. Once collected, Stats NZ may link data containing information about an individual or organisation to form integrated sets, including but not limited to integration into the Integrated Data Infrastructure, Longitudinal Business Database, or the Integrated Statistical Data System.
- 7.3. Once collected, as the Data has been collected from an individual or organisation under section 22(c)(i) of the Data and Statistics Act 2022 for research, Stats NZ cannot use the Data for the production of official statistics unless the Minister of Statistics approves this use of the data or the Providing party agrees to this use, in writing, according to section 47(2) of the Data and Statistics Act 2022.
- 7.4. Once collected, Stats NZ must ensure that all disclosure, including publication, of this data will comply with the statistical confidentiality requirements in the Data and Statistics Act 2022.

8. Access conditions

- 8.1. Stats NZ will govern the access to the Data for research purposes according to Part 5 of the Data and Statistics Act 2022.
- 8.2. An individual or organisation may specify access conditions in relation to the use of the Data for research according to section 33 of the Data and Statistics Act 2022.
- 8.3. The Providing party has specified the following conditions in relation to the use of the data for research:
 - 8.3.1. Additional requirements that must be satisfied before the Statistician may authorise access for research:
 - 8.3.1.1. [Add the details of the access conditions if there are any; remove 8.3.1 if there aren't any].
 - 8.3.2. Additional factors the Statistician must take into account before determining whether to authorise access:
 - 8.3.2.1. [Add the details of the access conditions if there are any; remove 8.3.1 if there aren't any].
 - 8.3.3. Permit the Statistician to authorise access according to criteria that are less restrictive than ordinarily apply:
 - 8.3.3.1. [Add the details of the access conditions if there are any; remove 8.3.1 if there aren't any].
- 8.4. The Parties acknowledge that if the Statistician determines that the Data is necessary for official statistics according to 7.3 of this Agreement, any access conditions specified by the individual or organisation cannot apply to the use of data for official statistics, but will still apply to the use of the Data for research.

9. Legal Authority to collect

- 9.1. The legal authority authorising Stats NZ to collect the Data is:
 - 9.1.1. Data and Statistics Act 2022, Section 22(c)(i).

10. Legal Authority to disclose

- 10.1. The legal authority authorising the Providing party to disclose the Data is:

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10.1.1. Data and Statistics Act 2022, Section 32.

11. Cost

- 11.1. The Parties will bear their own costs in relation to this Agreement.
- 11.2. No Party will incur costs payable by the other party under this Agreement without the agreement of the other Party.

12. Security Controls

- 12.1. The Collecting Party will take all reasonable steps to ensure that the Data is protected from loss, unauthorised access, modification, and use and disclosure, both in transit and at rest, within the Party's business systems environment.
- 12.2. The Parties agree that systems used for storing and transmitting the data shared will be certified and accredited to handle information of the specified classification in accordance with the NZISM.
- 12.3. The Collecting party will ensure that staff (including contractors) are granted access to the Data in accordance with the Party's existing access control policies.
- 12.4. The Collecting Party will ensure that access to the Data is granted only when a person requires access as part of their role and removed when no longer required.
- 12.5. The Collecting Party will ensure that everyone authorised to access, use, and disclose the Data is appropriately trained to handle that Data, is aware of their responsibilities, and is aware of the conditions and restrictions on use and disclosure of that Data.
- 12.6. The Collecting Party will ensure that their employees, contractors, and approved third parties handling the Data will comply with:
 - 12.6.1. any relevant legislation including, but not limited to, the Data and Statistics Act 2022 and the Privacy Act 2020; and
 - 12.6.2. the mandatory requirements for the handling of information classified as recorded in the relevant Schedule under the New Zealand Government Security Classification Systems, Protective Security Requirements (PSR).
- 12.7. The Data will have a security classification of **[enter classification]**.

13. Method of Sharing

- 13.1. The Data will be shared by way of the secure enterprise Managed File Transfer (MFT) service owned and administered by Stats NZ, either manually via web browser interface or via automated ingestion (e.g. API connection).
- 13.2. **[If a third-party collects, manages, and provides the data on behalf of the providing party under an appropriate legal arrangement, then include this clause] [Providing party abbreviation]** authorises the Data to be provided via a Data Intermediary and will ensure that the Data Intermediary complies with applicable provisions in this Agreement.

14. Frequency of Sharing

- 14.1. The frequency by which the data will be shared under this Agreement will be recorded in the relevant Appendix.

15. Retention and Disposal of the Data

- 15.1. The Collecting Party will retain and dispose of the Data according to Disposal Authorities issued under the Public Records Act 2005 (PRA). The Disposal Authorities provide formal

authorisation for the disposal of records in accordance with the provisions in section 18 of the PRA.

- 15.2. Once collected, the Data will have a Disposal Authority class of [enter DA class].
 - 15.2.1. Retention trigger: [enter detail from DA]
 - 15.2.2. Minimum retention period: [enter detail from DA]
 - 15.2.3. Disposal action: [enter detail from DA]
- 15.3. Stats NZ agrees to the following additional retention and disposal conditions on the Data:
 - 15.3.1. [Include any agreed upon details relating to the retention and disposal of the Data]

16. Privacy and Security Breaches

- 16.1. The Collecting Party must notify the other Party of any actual or suspected unauthorised access to or use or disclosure of the Data as soon as practical after the actual or suspected breach is identified.
- 16.2. The Collecting Party must investigate any actual or suspected unauthorised access, use or disclosure of the Data.
- 16.3. Where the breach, or suspected breach, has caused or has the potential to cause serious harm to the affected individuals, the Parties will ensure that they:
 - 16.3.1. decide which Party is responsible for notifying or leading the notification and investigation process;
 - 16.3.2. decide which Party is responsible for ensuring that affected people receive appropriate help; and,
 - 16.3.3. comply with the notifiable breach provisions of the Privacy Act 2020.
- 16.4. If either Party has reasonable cause to believe that a breach of any other security provision in the Agreement has occurred or may occur, that Party may undertake any investigations that it considers are necessary.
- 16.5. Where an investigation is commenced (by either Party or by a regulator), 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.

17. Privacy Act and Official Information Act Requests

- 17.1. The Parties will provide any reasonable assistance to one another to make sure the response to a request is timely and appropriate.
- 17.2. A Party may transfer a request for the Data to the other Party if required.

18. Disputes Resolution

- 18.1. If a dispute arises in relation to the Agreement, each Party will use all reasonable efforts to:
 - 18.1.1. notify the other Party as soon as practicable.
 - 18.1.2. work together to identify the reasons for the problem and what can be done to remedy it.
 - 18.1.3. agree any changes that may be required, such changes to be agreed in writing.
 - 18.1.4. continue complying with this Agreement where practicable.
- 18.2. Where agreement cannot be reached, the issue can be escalated, and the appropriate person from each Party can be asked to work together to resolve the issue.

19. Relationship Management

- 19.1. Each Party will nominate a Relationship Contact and a Technical Contact to facilitate and support the relationship between the Parties to this Agreement, and to provide operational oversight of the Data.
- 19.2. The Relationship Contact will have oversight of the operation of this Agreement and be the first point of contact for each Party with regards to the operation of this Agreement.
- 19.3. The Technical Contact will be responsible for any issues relating to the Data, the method of data sharing, and the security of the Data.
- 19.4. The same or different people may be nominated as both contacts.
- 19.5. Details for these contacts are recorded in Schedule 1: Contacts.
- 19.6. Parties will notify the other Party in writing of any changes to their nominated contacts as soon as practicable and update the details below.

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Signatories

Signed for and on behalf of **[Party abbreviation]**

.....

Date: **DD MMM YYYY**

[*insert Name]

[*insert Role in Organisation]

[*insert Business Group]

Signed for and on behalf of Stats NZ

.....

Date: **DD MMM YYYY**

[*insert Name]

[*insert Role in Organisation]

[*insert Business Group]

Schedule 1: Contacts

The purpose of this Schedule is to record the details of the contacts nominated by each Party.

[Party abbreviation]	[Party abbreviation]
Relationship Contact	Relationship Contact
Name	Name
Role	Role
Business group and Business area	Business group and Business area
Email	Email
Phone	Phone
Effective date: DD MMM YYYY	Effective date: DD MMM YYYY
Technical Contact	Technical Contact
Name	Name
Role	Role
Business group and Business area	Business group and Business area
Email	Email
Phone	Phone
Effective date: DD MMM YYYY	Effective date: DD MMM YYYY

Appendix 1: Data Specifications

1. Data Specification

1.1. This Appendix contains the basic specifications of the Data under this Agreement. The detailed specifications are recorded in a data specification.

2. Dataset: [enter dataset / data series name]

- 2.1. Frequency of Sharing: [enter frequency]
- 2.2. Method of Sharing: [enter the specific mechanism used]
- 2.3. Date of Sharing: [enter the date required or expected; this can include a rule-based date, such as 'the first Friday of April'].
- 2.4. Variables to be shared:

Variable order	Variable name	Variable label

3. Appendix Signatories

Signed for and on behalf of [Party Abbreviation]

.....
 [*insert Name]
 [*insert Role in Organisation]
 [*insert Business Group]

Date: DD MMM YYYY

Signed for and on behalf of Stats NZ

.....
 [*insert Name]
 [*insert Role in Organisation]
 [*insert Business Group]

Date: DD MMM YYYY