

# Veterans' Affairs Information Sharing Agreement

For the purpose of improving the facilitation of Services for Veterans and Other Claimants.

DRAFT

# Information Sharing Agreement

This Agreement is established under Part 7 subpart 1 of the Privacy Act 2020 to enable the Parties to share information about Veterans and Other Claimants.

This Agreement provides Parties with authoritative information about Veterans so that they can take actions such as offering new Services or improving and adjusting existing Services where there is a change of circumstance. Reliable and accessible information about the Veteran and Other Claimants can help a Party to correctly identify the individual and their relationship to the Party, and then to take appropriate action without delay. The action needed might involve the commencement, change or termination of Services.

Obtaining accurate information about Veterans and Other Claimants also improves their ability to apply for Services by removing the burden of providing evidence of identity or status to the Parties.

This Agreement has the potential to significantly improve the delivery of Services to Veterans and Other Claimants through the use of authoritative information, including:

- Allowing Parties to correctly identify an individual who is a Veteran or an Other Claimant for the purposes of providing Services. This would allow Parties to take appropriate action without delay.
- Enabling prompt alterations to the Services provided, including commencement of additional financial support, upon a change in a Veteran's circumstances.
- Easing the burden for Veterans and Other Claimants when assessing eligibility for Services by reducing the number of documents that need to be provided.
- Protection of public revenue through prompt adjustment in funding where another Party is providing Services or a Veteran's circumstances have changed.
- Proactive notification to Veterans and Other Claimants of Services they are eligible to receive.

This Agreement replaces the following agreements or arrangements, in full or in part, once this Agreement is in full effect, including the existence of operational procedures to share the required information:

- Memorandum of Understanding between the Chief Executive of the Ministry of Social Development and the New Zealand Defence Force dated 2 December 2014, Schedule 2 clause 2.
- Memorandum of Understanding between Accident Compensation Corporation and the New Zealand Defence Force dated 27 May 2015

## Contents

1. Defined terms .....	5
2. The Parties involved and the Lead Agency .....	8
3. Background.....	8
4. Purposes of this Agreement .....	8
5. Exemptions to information privacy principles .....	9
6. The public services facilitated.....	9
7. Types of Personal Information to be shared.....	9
8. How parties may use the Personal Information .....	10
9. Adverse Actions .....	11
10. How to view this document.....	11
11. Overview of operational processes.....	11
12. Safeguards to protect privacy.....	12
12.1. Staff.....	12
12.2. Information Handling.....	12
12.3. Privacy Act Requests.....	13
12.4. Privacy Breach.....	13
12.5. Audit.....	13
12.6. Security .....	14
13. Reasonable assistance provided .....	14
14. Fees / costs .....	14
15. Dispute resolution.....	14
16. Review and reporting .....	15
17. Minor amendments to this Agreement.....	15
18. Major amendments to this Agreement.....	15
19. Term, performance, and termination.....	15
20. Party representatives .....	16
21. Acceptance .....	16
Schedule 1 – Veterans’ Affairs.....	18
Schedule 2 – ACC .....	22
Schedule 3 – Corrections.....	23

<b>Schedule 4 – Customs .....</b>	<b>24</b>
<b>Schedule 5 – DIA .....</b>	<b>25</b>
<b>Schedule 6 – Health NZ .....</b>	<b>26</b>
<b>Schedule 7 – MHA.....</b>	<b>27</b>
<b>Schedule 8 – MOE .....</b>	<b>28</b>
<b>Schedule 9 – MOH .....</b>	<b>29</b>
<b>Schedule 10 – MSD .....</b>	<b>30</b>
<b>Schedule 11 – NZDF .....</b>	<b>31</b>
<b>Schedule 12 – Registrar-General .....</b>	<b>33</b>

DRAFT

## 1. Defined terms

Term	Definition
ACC	The Accident Compensation Corporation.
ACC AEP Services	Services provided to Veterans by NZDF in their role as an ACC Accredited Employer.
ACC Accredited Employer	An employer who has entered into an accreditation agreement under section 184 of the Accident Compensation Act 2021.
Adverse Action	As defined in section 177 of the Privacy Act 2020, being any action that may adversely affect the rights, benefits, privileges, obligations, or interests of any specific individual.
Agreement	This information sharing agreement.
Approved Information Sharing Agreement (AISA)	An information sharing agreement approved by an Order in Council that is for the time being in force.
Benefit	<p>Either:</p> <ul style="list-style-type: none"> <li>• a benefit within the meaning of paragraph (a) of the definition of “Benefit” in Schedule 2 of the Social Security Act 2018; or</li> <li>• any other amount that is payable or may be paid under the Social Security Act 2018, including— <ul style="list-style-type: none"> <li>○ a funeral grant that may be paid under subpart 15 of Part 2 of that Act; and</li> <li>○ any special assistance payable under a programme approved under section 101 of that Act.</li> </ul> </li> </ul>
BDMRR Act	Births, Death, Marriages, and Relationships Registration Act 1995.
Child	<p>As defined in section 7 of the Veterans’ Support Act 2014, being a natural child of a Veteran including:</p> <ul style="list-style-type: none"> <li>• an adopted child of the Veteran;</li> <li>• a child of whom the Veteran is or has been a guardian;</li> <li>• a grandchild or a Whāngai of the Veteran in relation to whom the Veteran acts or has acted as a parent or a guardian; and</li> <li>• any other child who would ordinarily be regarded as a child of the Veteran because the Veteran is or has been the Spouse or Partner of one of the child’s parents and acts or has acted as a parent of the child.</li> </ul>
Corrections	Department of Corrections.
Cover	<p>That the Veteran has cover for a personal injury under the Accident Compensation Act 2001:</p> <ul style="list-style-type: none"> <li>• under any of sections 20, 21, or 22, for a personal injury suffered on or after 1 April 2002; or</li> <li>• under Part 10 or Part 11, for a personal injury suffered before that date.</li> </ul>
Customs	New Zealand Customs Service.

Term	Definition
Dependant	As defined under section 7 of the Veterans' Support Act 2014, being either: <ul style="list-style-type: none"> <li>• A person (not being the Spouse, Partner, or Child of the Veteran) who is under 18 years of age, is wholly or primarily dependent on the Veteran for financial support and ordinarily resides with the Veteran;</li> <li>• A person (not being the Spouse, Partner, or Child of the Veteran) who is 18 years of age or more, is under the care of the Veteran ordinarily resides with the Veteran because the person is unable to live independently of the Veteran due to disability, illness, or advanced age; or</li> <li>• A person who is a Child of the Veteran and is 18 years of age or more, is under the care of the Veteran and is unable to live independently of the Veteran due to physical or mental infirmity.</li> </ul>
DIA	Te Tari Taiwhenua   Department of Internal Affairs.
Health Information Privacy Code	The Health Information Privacy Code 2020 issued by the Privacy Commissioner under section 33 of the Privacy Act 2020.
Health NZ	Health New Zealand.
IPP	Information Privacy Principle.
Lead Agency	The lead agency for this Agreement for the purposes of section 143 of the Privacy Act 2020.
MOH	The Ministry of Health.
MOE	Te Tāhuhu o te Mātauranga   Ministry of Education.
MHA	The Māori Health Authority.
MSD	The Ministry of Social Development.
NZDF	New Zealand Defence Force.
NZDF Service	Service as defined in section 2 of the Defence Act 1990.
Other Claimants	A Spouse, Partner, Child, Dependant or Whāngai of a Veteran.
Passenger Movement Record	The electronic record created and held by Customs under the Customs and Excise Act 2018 for the passenger's arrival into or departure from New Zealand.
Party	An Agency who is a signatory to this Agreement.
Partner	As defined in section 7 of the Veterans' Support Act 2014, being a civil union partner or a de facto partner of a Veteran.
Personal Information	Information about an identifiable individual as defined in section 7 of the Privacy Act 2020.
Privacy Breach	As defined in section 112 of the Privacy Act 2020.
Registrar-General	The Registrar-General appointed under the Public Service Act 2020 and charged with the general administration of the Births, Deaths, Marriages, and Relationships Registration Act 1995, or their representatives.
Security Breach	An event in which sensitive, protected, or confidential information is copied, transmitted, viewed, stolen, or used by an unauthorised individual.
Services	Public services provided to Veterans and Other Claimants within the legislative responsibilities of the relevant Party.

Term	Definition
Spouse	As defined in Schedule 2 of the Social Security Act 2018.
Veteran	<p>As defined in section 7 of the Veterans' Support Act 2014, being</p> <ul style="list-style-type: none"> <li>• a member of the armed forces who took part in qualifying operational service at the direction of the New Zealand Government; or</li> <li>• a member of the armed forces who took part in qualifying routine service before 1 April 1974; or</li> <li>• a person who took part in qualifying operational service at the direction of the New Zealand Government and has been— <ul style="list-style-type: none"> <li>○ appointed as an employee of the Defence Force under section 61A of the Defence Act 1990; or</li> <li>○ seconded to the Defence Force with the permission of the Chief of Defence Force; and</li> </ul> </li> <li>• a person who, immediately before the commencement of Part 3 of this Act, is eligible for a pension under the following provisions of the War Pensions Act 1954: <ul style="list-style-type: none"> <li>○ section 19 (but only if the person was a member of the forces);</li> <li>○ section 55 or 56;</li> <li>○ Parts 4 and 5.</li> </ul> </li> </ul>
Veterans' Affairs	Part of the New Zealand Defence Force established under the Veterans' Support Act 2014.
Whāngai	As defined in section 7 of the Veterans' Support Act 2014, being a child adopted by the Veteran in accordance with Māori custom.
Working Day	As defined in section 7 of the Privacy Act 2020.

## 2. The Parties involved and the Lead Agency

The following are Parties to this Agreement:

- Accident Compensation Corporation (ACC)
- Department of Corrections (Corrections)
- Te Tari Taiwhenua | Department of Internal Affairs (DIA)
- Health New Zealand (Health NZ)
- New Zealand Customs Service (Customs)
- NZDF Health, NZDF Accredited Employer Programme Unit, NZDF Human Resources Service Centre, the Personnel, Archives and Medals Units and the Heritage, Commemorations and Protocol Units within the New Zealand Defence Force (NZDF)
- The Māori Health Authority (MHA)
- Te Tāhuhu o te Mātauranga | Ministry of Education (MOE)
- The Ministry of Health (MOH)
- The Ministry of Social Development (MSD)
- Kairēhita Matua – Whānautanga, Matenga, Mārenatanga | The Registrar-General, Births, Deaths and Marriages (Registrar-General)
- Veterans' Affairs which is a unit of the New Zealand Defence Force (Veterans' Affairs)

The Lead Agency is Veterans' Affairs.

## 3. Background

A large number of the Services, support or entitlements to Veterans and Other Claimants are based on current and historic factors in a Veteran's life. For example, if a Veteran enters or leaves prison, enters long-term residential care, has a relationship change, dies, or has a Child in education, the Veteran's and Other Claimants' entitlements may change.

Many organisations are currently involved in providing Services to Veterans and Other Claimants. The provision of Services to meet the needs of Veterans and Other Claimants needs to be supported by cohesive information sharing between the various organisations involved. Enabling access to authoritative information about Veterans to organisations will allow them to offer new Services or improve and adjust existing Services where there is a change of circumstance for the Veteran or Other Claimant.

This Agreement covers the sharing of Personal Information for the purposes of improving the facilitation of new and existing Services provided to Veterans and Other Claimants.

## 4. Purposes of this Agreement

The purposes of this information sharing Agreement are to:

- a) notify an individual of Services that they may be eligible and entitled to access;
- b) enable an individual's identity and status to be verified;
- c) assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services;
- d) facilitate rehabilitation and treatment of a Veteran;



- e) cleanse and update records of a Veteran or Another Claimant; and
- f) assist in reviews and appeals against decisions regarding Services.

## 5. Exemptions to information privacy principles

For the purposes of this Agreement, Information Privacy Principles (IPP) 2, 10 and 11 which are set out in Part 3 subpart 1 of the Privacy Act 2020, and the corresponding Health Information Privacy Code rules are exempted (by the Order in Council) as follows:

- **IPP 2: Source of Personal Information**

It is not a breach of information privacy principle 2 or the Health Information Privacy Code rule 2 for a Party to collect Personal Information from another Party in accordance with this Agreement and for one or more of the purposes specified in Clause 4.

- **IPP 10: Limits on the Use of Personal Information**

It is not a breach of information privacy principle 10 or the Health Information Privacy Code rule 10 for Personal Information to be used by a Party in accordance with this Agreement and for one or more of the purposes specified by Clause 8.

- **IPP 11: Limits on Disclosure of Personal Information**

It is not a breach of information privacy principle 11 or the Health Information Privacy Code rule 11 for a Party to disclose Personal Information to another Party in accordance with this Agreement and for one or more of the purposes specified in Clause 4.

It is also not a breach of information privacy principle 11 or the Health Information Privacy Code rule 11 for a Party to disclose Personal Information to another Party as part of making a request for Personal Information.

## 6. The public services facilitated

The public services that this Agreement is intended to facilitate are the:

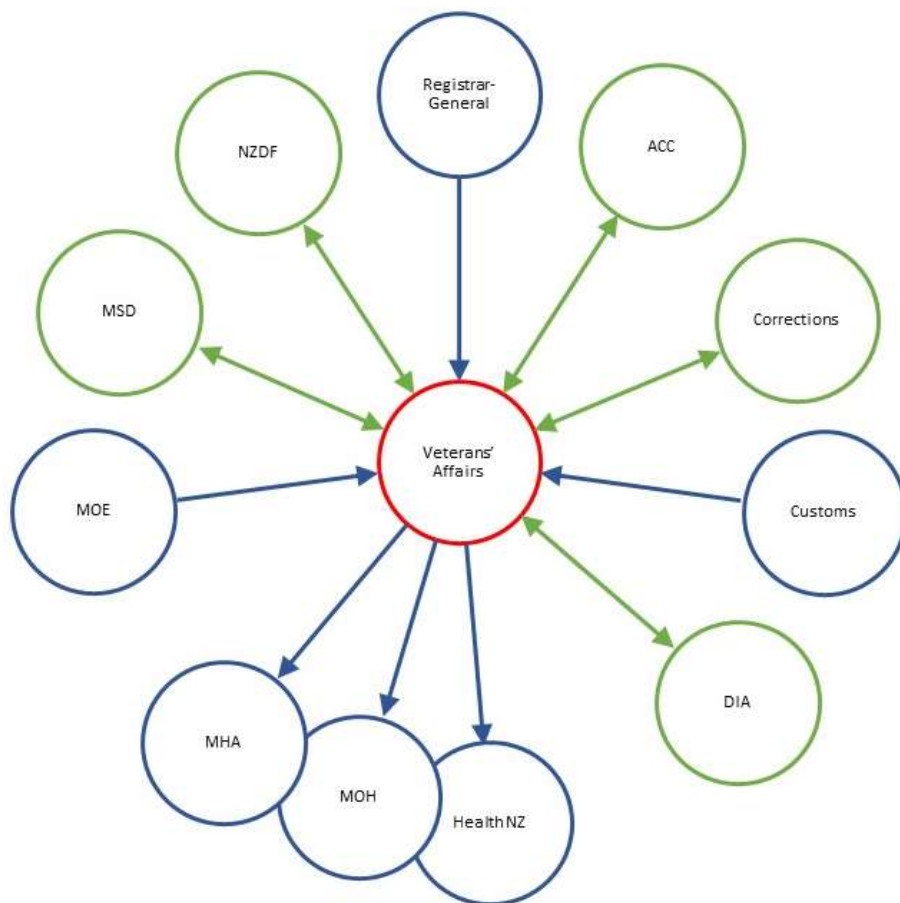
- a) accurate and efficient assessment of eligibility for and entitlement to receive public services that a Veteran or Another Claimant applies for or elects to utilise; and
- b) accurate and efficient delivery of public services that a Veteran or Another Claimant applies for or elects to utilise.

## 7. Types of Personal Information to be shared

Parties may share Personal Information about an identifiable individual under this Agreement. Information that is not about an identifiable individual will not be shared under this Agreement.

Personal Information may only be shared under this Agreement where Veterans' Affairs is either the providing or receiving Party. Other Parties may not share Personal Information between themselves under this Agreement.

The following diagram depicts the information flows. Parties shown in green denote two-way information sharing, whilst those Parties shown in blue denote one-way information sharing.



The Personal Information that can be shared by each Party is specified in the relevant Schedule as below:

- Schedule 1 – Veterans' Affairs
- Schedule 2 – ACC
- Schedule 3 – Corrections
- Schedule 4 – Customs
- Schedule 5 – DIA
- Schedule 6 – Health NZ
- Schedule 7 – MHA
- Schedule 8 – MOE
- Schedule 9 – MOH
- Schedule 10 – MSD
- Schedule 11 – NZDF
- Schedule 12 – Registrar-General

## 8. How parties may use the Personal Information

Personal Information may be used by each Party as specified in the relevant Schedule as below:

- Schedule 1 – Veterans’ Affairs
- Schedule 2 – ACC
- Schedule 3 – Corrections
- Schedule 5 – DIA
- Schedule 6 – Health NZ
- Schedule 7 – MHA
- Schedule 9 – MOH
- Schedule 10 - MSD

## 9. Adverse Actions

Section 152 of the Privacy Act 2020 requires Parties to provide written notice to individuals before any “Adverse Action” is taken against those individuals on the basis of Personal Information shared under an information sharing agreement, and not to take that action before 10 Working Days have elapsed.

Details of expected Adverse Actions applicable to each of the Parties as a result of information being shared under this Agreement are specified in the relevant Schedules.

## 10. How to view this document

This document can be viewed on the Veterans’ Affairs website [www.veteransaffairs.mil.nz](http://www.veteransaffairs.mil.nz) and at:

Veterans’ Affairs  
2 The Terrace  
Wellington 6011

## 11. Overview of operational processes

The operational processes associated with this Agreement will vary depending on the transfer mechanism utilised by the Parties. Possible transfer options, depending on the circumstance, are likely to include:

- API-based transfer;
- Direct system access;
- Email;
- Paper-based transfer; and
- Bulk transfer.

As a first step of information sharing under this Agreement, a one-off bulk exchange of information collected prior may occur to allow the receiving Party to do a one-off update of their records for one or more of the purposes specified in Clause 4.

The operational procedures (under development) detail the operational processes for providing and receiving information for each Party.

## 12. Safeguards to protect privacy

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

### 12.1. Staff

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) All Parties to this Agreement, including their staff, will abide by the Public Sector Standards of Integrity and Conduct.
- b) The staff of all Parties to this Agreement performing the services set out in this Agreement will hold all necessary statutory powers and/or delegations required for the provision of those services and will comply with relevant operational policy and procedures.
- c) All Parties to this Agreement will have appropriate procedures and safeguards in place to ensure that information shared under the Agreement can only be accessed by staff who are authorised to access that information.

### 12.2. Information Handling

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) No Party will provide the Personal Information obtained under this Agreement to other agencies or any other third party except as required by law or in order to comply with a court order. For the avoidance of doubt, this does not prevent a Party that has updated the information they hold based on Personal Information received under this Agreement from disclosing the information they hold in accordance with this Agreement or as required by law.
- b) Processes and procedures exist within each Party to ensure that Personal Information sent under this Agreement is transferred separately from information transferred under any other agreements.
- c) Processes and procedures exist within each Party to ensure that Personal Information is only used for the purposes specified in this Agreement and remains protected.
- d) Processes and procedures exist within each Party to ensure that Personal Information is not held longer than required.
- e) Parties may put constraints and/or caveats on Personal Information provided under this Agreement. This includes, but is not limited to, any constraints and/or caveats that are required to comply with protections imposed by any law or statute other than the Privacy Act 2020, or to take account of legal privilege.
- f) Each Party is responsible for ensuring constraints and/or caveats are complied with upon receipt or disclosure of Personal Information shared under this Agreement.
- g) Each Party will handle Adverse Actions they may take in accordance with Clause 9 of this Agreement.
- h) If the individual the information relates to is resident in the United Kingdom or Europe and the receiving Party is subject to the UK Data Protection Act 2019 or the European Data Protection Regulation (EU) 2016/679, then the receiving Party will provide a copy of their privacy notice to the individual concerned on receipt of the Personal Information.

- i) No Party is obliged to provide to another Party any of the requested information to be shared under this Agreement.
- j) Subject to the requirements under Section 11 and Information Privacy Principle 5 of the Privacy Act 2020 where a Party discloses Personal Information under this Agreement to their agent, appropriate safeguards must be in place for the Personal Information provided to ensure all of the provisions of this Agreement are complied with.
- k) No Personal Information will be shared under this Agreement without the existence of agreed operating procedures.
- l) Veterans' Affairs will consult with the Office of the Privacy Commissioner regarding proposed operating procedures and any subsequent changes and give due consideration to the Commissioner's feedback.

### **12.3. Privacy Act Requests**

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) Each Party will be responsible for responding to Privacy Act requests made under Information Privacy Principle 6 or 7 of the Privacy Act 2020 relating to Personal Information held by that Party as appropriate in the circumstances.

### **12.4. Privacy Breach**

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) Where any Party has reasonable cause to believe than an actual or suspected breach of an IPP in respect of Personal Information provided under this Agreement, (but not exempted by this Agreement), has occurred, an inspection and/or internal investigation process will be applied utilising the identifying Party's standard processes.
- b) Where a Party identifies that a breach of any IPP in respect of Personal Information provided under this Agreement, (but not exempted by this Agreement), has occurred, the identifying Party will notify the Veterans' Affairs and NZDF's Privacy Officers as soon as possible.
- c) Where a Party's investigation confirms actions amounting to a notifiable Privacy Breach in relation to Personal Information they hold that was shared under this Agreement, in accordance with the Privacy Act 2020, the Privacy Commissioner and individuals will be notified by the Party.
- d) All relevant Parties shall ensure that reasonable assistance is provided to any investigation into an actual or suspected Privacy Breach in respect of Personal Information provided under this Agreement.
- e) Any Party may suspend sharing under this Agreement to allow time for a Privacy Breach to be remedied.

### **12.5. Audit**

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) To ensure safeguards are operating as intended and are sufficient to protect the privacy of individuals, each Party will conduct regular internal first line assurance and internal audits of the operation of this Agreement.

## 12.6. Security

The following safeguards exist to protect the privacy of individuals and ensure that any interference with their privacy is minimised:

- a) All Personal Information provided under this Agreement will be appropriately secured when at rest and in transit in accordance with each agency's internal information security policies and adherence to the PSR INFOSEC requirements.
- b) Where a Security Breach is suspected or there is concern that a breach may occur, the identifying Party's internal investigation processes will be applied.
- c) Where a Party identifies that a Security Breach has occurred in relation to Personal Information provided under this Agreement, the identifying Party will notify New Zealand Defence Force's Chief Security Officer, the HQNZDF Unit Security Officer and Chief Information Security Officer as soon as possible.
- d) All relevant Parties shall ensure that reasonable assistance is provided to any investigation into an actual or suspected Security Breach in relation to information shared under this Agreement.
- e) Any Party may suspend its participation under this Agreement to allow time for a Security Breach to be remedied.

## 13. Reasonable assistance provided

All Parties to this Agreement will provide each other with any reasonable assistance that is necessary in the circumstances to allow:

- a) an individual to make a complaint about an interference with their privacy; and
- b) the Privacy Commissioner to investigate the complaint.

## 14. Fees / costs

Fees associated with this Agreement, if any, and as agreed, will be notified by the Head of Veterans' Affairs, or their delegated representative, in writing to the other Parties.

## 15. Dispute resolution

Should any dispute arise relating to the interpretation or application of this Agreement, the respective Parties will meet in good faith to resolve the dispute or difference as quickly as possible.

If the Parties are unable to resolve the dispute within 60 Working Days, the matter will be referred to NZDF Chief of Staff's nominated representative for resolution.

The Parties shall continue to comply with their obligations under this Agreement despite the existence of any dispute.

## 16. Review and reporting

A joint review of this Agreement must be undertaken whenever any Party believes that such a review is necessary.

The Parties shall co-operate with each other in any review and will take all reasonable actions to make the required resources available

Veterans' Affairs shall report annually or at intervals specified by the Privacy Commissioner as specified in section 156 of the Privacy Act 2020. The report will be included in NZDF's annual report.

## 17. Minor amendments to this Agreement

Minor amendments to this Agreement as defined in section 157(5) of the Privacy Act 2020 will be in writing and signed by all the Parties.

Should the Parties be unable to agree on any minor amendments to this Agreement the matter will be dealt with in accordance with Clause 15 above.

## 18. Major amendments to this Agreement

Major amendments to this Agreement will be made in accordance with section 157 (1) – (4) of the Privacy Act 2020.

Should the Parties be unable to agree on any major amendments to this Agreement the matter will be dealt with in accordance with Clause 15 above.

## 19. Term, performance, and termination

This Agreement comes into force on the date specified in the Order in Council giving legal effect to it.

This Agreement shall continue to be in force until either all of the Parties agree to terminate this Agreement, or the Order in Council is revoked.

Any Party may suspend, limit, or terminate their participation under this Agreement if it appears to the Party that the terms of this Agreement or the Order in Council are not being met or the Personal Information sharing under this Agreement is otherwise unlawful.

The obligations in this Agreement specified in clauses 12.2, 12.3, 12.4, 12.5, 12.7 and 13 shall remain in force notwithstanding the termination of this Agreement.

If extraordinary circumstances arise (including but not limited to earthquake, volcanic eruption, fire, flood, storm, pandemic, or war) which prevent any Party performing its obligations under this Agreement, the performance of that Party's obligations shall be suspended for as long as those extraordinary circumstances prevail or prevent performance.

## 20. Party representatives

Each Party will appoint a contact person to co-ordinate the operation of this Agreement with the other Parties and will ensure that the contact person is familiar with the requirements of the Privacy Act 2020 and this Agreement. The initial contact persons are as follows:

Party	Contact and Role
Accident Compensation Corporation (ACC)	
Department of Corrections (Corrections)	
Te Tari Taiwhenua   Department of Internal Affairs (DIA)	
Health New Zealand (Health NZ)	
New Zealand Customs Service (Customs)	
Other parts of New Zealand Defence Force (NZDF)	
The Māori Health Authority (MHA)	
Te Tāhuhu o te Mātauranga   Ministry of Education (MOE)	
The Ministry of Health (MOH)	
The Ministry of Social Development (MSD)	
Kairēhita Matua – Whānautanga, Matenga, Mārenatanga   The Registrar-General, Births, Deaths and Marriages (Registrar-General)	
Veterans' Affairs part of New Zealand Defence Force (Veterans' Affairs)	

All notices and other communications between the Parties under this Agreement shall be sent to the contact persons specified above.

The contact persons for each Party set out above may be updated from time to time by the Party giving written notice (which may be by email) to Veterans' Affairs. If the contact for Veterans' Affairs is updated, then all Parties will be advised.

Veterans' Affairs will ensure that the Privacy Commissioner is informed of the current contact persons for this Agreement if they are not those set out above.

## 21. Acceptance

In signing this Agreement each Party acknowledges it has read and agrees to be bound by it.





DRAFT

# Schedule 1 – Veterans’ Affairs

## 1. Description of Personal Information to be shared

Personal Information that can be shared by Veterans’ Affairs under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Passport Details	Current and previous Passport number	Schedule 1 – clause 4 (a) and (b)
Veteran Status	Fact of being a Veteran.	Schedule 2 – clause 2 (a) and (b) Schedule 3 – clause 2 (a) Schedule 5 – clause 2 (a) Schedule 6 – clause 2 (a) and (b) Schedule 7 – clause 2 (a) and (b) Schedule 9 – clause 2 (a) and (b) Schedule 10 – clause 2 (a) Schedule 11 – clause 2 (a) and (b)
Service Date	Last date of active service for the Veteran.	Schedule 6 – clause 2(b) Schedule 7 – clause 2(b) Schedule 9 – clause 2(b)
Rehabilitation Information	Details relating to the Veteran’s current rehabilitation plan.	Schedule 3 – clause 2 (a), (b) and (c)
Entitlement Information	Details relating to the current Services provided by Veterans’ Affairs to the Veteran and Other Claimants, including amount of assistance and financial value.	Schedule 2 – clause 2 (a) and (b) Schedule 3 – clause 2 (a), (b) and (c) Schedule 10 – clause 2 (a) Schedule 11 – clause 2 (a) and (b)

## **2. How Veterans' Affairs may use Personal Information provided by ACC**

The Personal Information received by Veterans' Affairs from ACC may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- b) Facilitate rehabilitation and treatment of a Veteran.
- c) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **3. How Veterans' Affairs may use Personal Information provided by Corrections**

The Personal Information received by Veterans' Affairs from Corrections may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- b) Facilitate rehabilitation and treatment of a Veteran.
- c) Cleanse and update records upon the change in circumstances of a Veteran or Another Claimant.
- d) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **4. How Veterans' Affairs may use Personal Information provided by Customs**

The Personal Information received by Veterans' Affairs from Customs may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- b) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **5. How Veterans' Affairs may use Personal Information provided by DIA**

The Personal Information received by Veterans' Affairs from DIA may be used to:

- a) Enable an individual's identity to be verified.
- b) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- c) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **6. How Veterans' Affairs may use Personal Information provided by MOE**

The Personal Information received by Veterans' Affairs from MOE may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- b) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **7. How Veterans' Affairs may use Personal Information provided by MSD**

The Personal Information received by Veterans' Affairs from MSD may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- b) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.
- c) Update contact details for Veterans and Other Claimants.

## **8. How Veterans' Affairs may use Personal Information provided by NZDF**

The Personal Information received by Veterans' Affairs from NZDF may be used to:

- a) Notify an individual of Services that they may be eligible for and entitled to access.
- b) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- c) Facilitate rehabilitation and treatment of a Veteran.
- d) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## **9. How Veterans' Affairs may use Personal Information provided by the Registrar-General**

The Personal Information received by Veterans' Affairs from the Registrar-General may be used to:

- a) Enable an individual's identity to be verified.
- b) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Services.
- c) Cleanse and update records upon the change in circumstances of a Veteran or Another Claimant.
- d) Assist in reviews and appeals against decisions regarding Services where Veterans' Affairs determines the information is required to assist the decision.

## 10. Adverse Actions by Veterans' Affairs

Veterans' Affairs can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from a Party:

- a) Cease contact with the Veteran or Another Claimant.
- b) Decline to provide requested Services.
- c) Cancel, suspend, or modify Services.
- d) Undertake a reconsideration of decision or undertake an appeal in respect of Services.
- e) Update the contact details for a Veteran or Another Claimant.
- f) Investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence, or report any suspected offence to the New Zealand Police or Serious Fraud Office.
- g) Engage in civil proceedings.

DRAFT

## Schedule 2 – ACC

### 1. Description of Personal Information to be shared

Personal Information that can be shared by ACC under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
ACC Entitlement Information	Details relating to the current and previous Services provided by ACC to the Veteran including type of assistance and financial value.	Schedule 1 – clause 2 (a), (b) and (c)
ACC status	Fact of a Veteran having Cover for a personal injury.	Schedule 1 – clause 2 (a), (b) and (c)

### 2. How ACC may use Personal Information provided by Veterans' Affairs

The Personal Information received by ACC from Veterans' Affairs may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran for Services.
- b) Facilitate rehabilitation and treatment of a Veteran, which may include the joint supply of rehabilitation and treatment by ACC and Veterans' Affairs.

### 3. Adverse Actions by ACC

ACC can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide requested Services.
- b) Cancel, suspend or modify Services.
- c) Undertake a reconsideration of decision or undertake an appeal in respect of the Services.
- d) Investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence, or report any suspected offence to the New Zealand Police or Serious Fraud Office.
- e) Engage in civil proceedings.

## Schedule 3 – Corrections

### 1. Description of Personal Information to be shared

Personal Information that can be shared by Corrections under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Prison Admission/Release Information	Information relating to when a Veteran enters and leaves prison including their release plan.	Schedule 1 – clause 3 (a), (c) and (d)
Sentence Conditions	Information relating to any sentence conditions imposed when a Veteran leaves prison.	Schedule 1 – clause 3 (b) and (c)
Rehabilitation and Treatment Plan	Details relating to the Veteran’s current rehabilitation and treatment plan.	Schedule 1 – clause 3 (b) and (d)
Reintegration Plan	Details relating to how the Veteran will be reintegrated into the community including details of any conditions imposed on the Veteran.	Schedule 1 – clause 3 (a), (b), (c) and (d)

### 2. How Corrections may use Personal Information provided by Veterans’ Affairs

The Personal Information received by Corrections from Veterans’ Affairs may be used to:

- a) Support the rehabilitation and treatment of a Veteran while in custody, on a post-release order or on a community-based sentence.
- b) Support a Veteran’s reintegration plan.
- c) Assist with submissions to the Parole Board regarding a Veteran.

### 3. Adverse Actions by Corrections

Corrections can reasonably be expected to not take any Adverse Actions based on Personal Information received from Veterans’ Affairs:

## Schedule 4 – Customs

### 1. Description of Personal Information to be shared

Personal Information that can be shared by Customs under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> </ul>	All
Passport Details	Current and previous Passport number	Schedule 1 – clause 4 (a) and (b)
Travel Movements	Information contained within the Passenger Movement Records of a Veteran relating to the dates of departure and arrival into New Zealand and the destination of travel outside of New Zealand.	Schedule 1 – clause 4 (a) and (b)



# Schedule 5 – DIA

## 1. Description of Personal Information to be shared

Personal Information that can be shared by DIA under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Passport Information	Information relating to an individual's New Zealand Passport and the location it was delivered to.	Schedule 1 – clause 5 (a), (b) and (c)

## 2. How DIA may use Personal Information provided by Veterans' Affairs

The Personal Information received by DIA from Veterans' Affairs may be used to:

- a) Provide a means for Veterans to prove their status and eligibility for the purpose of obtaining services and other benefits.

## 3. Adverse Actions by DIA

DIA can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide a means to prove a Veteran's status and eligibility.

## Schedule 6 – Health NZ

### 1. Description of Personal Information to be shared

Personal Information that can be shared by Health NZ under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All

### 2. How Health NZ may use Personal Information provided by Veterans' Affairs

The Personal Information received by Health NZ from Veterans' Affairs may be used to:

- a) Update a Veteran's National Health Index record or National Enrolment Service record to indicate that they are a Veteran.
- b) Provide additional or reduced cost Services to the Veteran.

### 3. Adverse Actions by Health NZ

Health NZ can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide additional Services.
- b) Decline to provide Services at a reduced cost.

# Schedule 7 – MHA

## 1. Description of Personal Information to be shared

Personal Information that can be shared by MHA under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All

## 2. How MHA may use Personal Information provided by Veterans' Affairs

The Personal Information received by MHA from Veterans' Affairs may be used to:

- a) Update a Veteran's National Health Index record or National Enrolment Service to indicate that they are a Veteran.
- b) Provide additional or reduced cost Services to the Veteran.

## 3. Adverse Actions by MHA

MHA can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide additional Services.
- b) Decline to provide Services at a reduced cost.

## Schedule 8 – MOE

### 1. Description of Personal Information to be shared

Personal Information that can be shared by MOE under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• contact details</li> </ul>	All
Enrolment Information	Information relating to the enrolment in a registered school of Another Claimant.	Schedule 1 – clause 6 (a) and (b)

DRAFT

## Schedule 9 – MOH

### 1. Description of Personal Information to be shared

Personal Information that can be shared by MOH under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All

### 2. How MOH may use Personal Information provided by Veterans' Affairs

The Personal Information received by MOH from Veterans' Affairs may be used to:

- a) Update a Veteran's National Health Index record or National Enrolment Service to indicate that they are a Veteran.
- b) Provide additional or reduced cost health services to the Veteran.

### 3. Adverse Actions by MOH

MOH can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide additional Services.
- b) Decline to provide Services at a reduced cost.

# Schedule 10 – MSD

## 1. Description of Personal Information to be shared

Personal Information that can be shared by MSD under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Working Status	Information relating to whether the Veteran is currently working.	Schedule 1 – clause 7 (a) and (b)
Benefit Information	Information relating to Benefits.	Schedule 1 – clause 7 (a) and (b)
Partner Information	Information relating to current and previous Partners of the Veteran.	Schedule 1 – clause 7 (a) and (b)
Children, Dependant, and Whāngai Information	Identity and relationship information relating to Children, Dependents, and Whāngai of the Veteran.	Schedule 1 – clause 7 (a) and (b)

## 2. How MSD may use Personal Information provided by Veterans' Affairs

The Personal Information received by MSD from Veterans' Affairs may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran or Another Claimant for Benefits.

## 3. Adverse Actions by MSD

MSD can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- a) Decline to provide requested Benefits.
- b) Cancel, suspend, or modify Benefits.
- c) Investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence, or report any suspected offence to the New Zealand Police or Serious Fraud Office.

# Schedule 11 – NZDF

## 1. Description of Personal Information to be shared

Personal Information that can be shared by NZDF under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> <li>• contact details</li> </ul>	All
Service Records	Information relating to the Veteran's NZDF Service.	Schedule 1 – clause 8 (a), (b) and (d)
ACC Entitlement Information	Details relating to the current and previous ACC AEP Services provided to the Veteran including type of assistance and financial value.	Schedule 1 – clause 8 (b), (c) and (d)
ACC status	Fact of a Veteran having Cover for a personal injury.	Schedule 1 – clause 8 (b), (c) and (d)

## 4. How the NZDF Accredited Employer Programme Unit may use Personal Information provided by Veterans' Affairs

The Personal Information received by the NZDF Accredited Employer Programme Unit from Veterans' Affairs may be used to:

- a) Assess or re-assess the eligibility and entitlement of a Veteran for ACC AEP Services.
- b) Facilitate rehabilitation and treatment of a Veteran, which may include the joint supply of rehabilitation and treatment by NZDF as an ACC Accredited Employer and Veterans' Affairs.

## 5. Adverse Actions by NZDF Accredited Employer Programme Unit

The NZDF Accredited Employer Programme Unit can reasonably be expected to potentially take any of the following Adverse Actions based on Personal Information received from Veterans' Affairs:

- f) Decline to provide requested ACC AEP Services.
- g) Cancel, suspend or modify ACC AEP Services.
- h) Undertake a reconsideration of decision or undertake an appeal in respect of the ACC AEP Services.

- i) Investigate any matter that may constitute an offence under any legislation it administers and prosecute the offence, or report any suspected offence to the New Zealand Police or Serious Fraud Office.
- j) Engage in civil proceedings.

DRAFT



# Schedule 12 – Registrar-General

## 1. Description of Personal Information to be shared

Personal Information that can be shared by the Registrar-General under this Agreement falls into the general categories below:

Category	Includes	Uses
Identifying Information	Information to identify the individual including: <ul style="list-style-type: none"> <li>• current name</li> <li>• previous names</li> <li>• date of birth</li> <li>• place of birth</li> </ul>	All
Birth Information	Information relating to the individual's birth that is maintained by the Registrar-General under the BDMRR Act excluding information protected by sections 63 to 66.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Marriage Information	Information relating to the individual's marriage that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Civil Union Information	Information relating to the individual's civil union that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Death Information	Information relating to the individual's death that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)
Name Change Information	Information relating to the individual's name change that is maintained by the Registrar-General under the BDMRR Act.	Schedule 1 – clause 9 (a), (b), (c), (d) and (e)