

MEMORANDUM OF UNDERSTANDING

Between

THE MINISTRY OF EDUCATION

and

MINISTRY OF HEALTH

March 2017

This Memorandum of Understanding is made on 28th March 2017.

BETWEEN The **MINISTRY OF EDUCATION** (“**MoE**”), represented for the purposes of this Memorandum of Understanding by Rochelle Barrow, Group Manager Data Information and Stewardship, Evidence, Data and Knowledge, Ministry of Education.

AND The **MINISTRY OF HEALTH** (“**MOH**”), represented for the purposes of this Memorandum of Understanding by Sarah Reader, Group Manager, Public Health. Protection Regulation and Assurance. Ministry of Health.

1 BACKGROUND

The Ministry of Health has requested access to attendance data collected by the Ministry of education for the purpose of statistical research.

The data being supplied mainly covers term 2 from 2011 to 2016.

The Ministry of Health and the Ministry of Education will together request additional data from schools within selected regions which from the remaining terms to give trends over the full school year.

The Ministry of Health will use the data to determine if student attendance data can be used to predict the onset of illnesses in the community.

The goal is to determine the value of these data as a complementary information source for New Zealand's syndromic surveillance programme.

THE PARTIES AGREE:

2 PURPOSE

The purpose of this agreement is to set out the roles and responsibilities of the parties in respect of the sharing of the information.

3 PRIVACY ACT 1993

- 3.1 The Parties will comply with the Privacy Act 1993 ("Privacy Act") and any other Code of Practice made under the Privacy Act at all times.
- 3.2 The Parties consider that the disclosure/use of information is permitted under **Principle 11(h)(ii) of the Privacy Act** which states that an agency may disclose/use personal information if it believes on reasonable grounds that the information "is to be used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned".

4 TERM

- 4.1 This Memorandum of Understanding commences on the date it is signed by both Parties and continues in effect until terminated in accordance with clause 15.

5 EFFECT OF THIS MEMORANDUM OF UNDERSTANDING

- 5.1 This Memorandum of Understanding confirms the relationship between the Parties based on a spirit of goodwill and cooperation for mutual benefit and improved outcomes for beneficiaries. The Parties will work together to achieve the purpose and terms of this Memorandum of Understanding.
- 5.2 This Memorandum of Understanding does not create and shall not be deemed to create, any legally binding or enforceable obligations on the part of any Party.

6 PROCESS

- 6.1 MoE will supply MOH with the following data for the last six (6) years, and then **once a year** (February/March) to be used to improve MOH's understanding of potential correlation between school absenteeism and the onset of diseases in the community
- (i) Schools July Roll count
 - (ii) Profile information for each school open on 1 July in each year, including the location of the school and other demographic data
 - (iii) Daily attendance of each student for each school for the prior year. Student's identity (i.e. NSN) will not be supplied, but will include student's year level, gender, ethnicities and student type code
- 6.2 MOH will use the attendance data to model trends in communities and identify specific geographic areas showing comparatively high numbers of absentees at any given time.
- 6.3 MOH will share with MoE all outputs from its analysis, and any visualisation of MoE information. MOH will not share or release any raw data or information that allows the identification of the students or schools to any third parties. Publication of findings will take into consideration suppressing of values that are small enough to avoid risk identification of individuals or schools.
- 6.4 MoE will provide MOH with access to a secure site (sftp) where it will make the data available.
- 6.5 Information provided by MoE must be stored in a specified secure location by MOH until deemed they are no longer required for this Memorandum of Understanding after which it will be destroyed.

7 USE OF INFORMATION

- 7.1 Individual school information will be used to;
- conduct retrospective correlation analysis with traditional syndromic surveillance data (eg sentinel GP and laboratory reporting)
 - determine unusual absenteeism patterns across the country
 - identify a representative group of schools with a reliable absenteeism record systems that in the future could potentially be monitored on real time.
- 7.2 The information provided by MoE will be used only for the purposes outlined in this Agreement and will not be used to take any adverse action.

8 SECURITY OF INFORMATION

- 8.1 All information supplied under this Memorandum of Understanding is confidential information and shall be supplied by way of secure encrypted medium.
- 8.2 The Parties will ensure that:
- (i) all information is protected from unauthorised access, use and disclosure;

- (ii) 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 relating to this Memorandum of Understanding;
- (iii) all Other Party and MoE employees dealing with the information are aware of their responsibilities in relation to this Memorandum of Understanding and the strict limitations on the use and disclosure of information; and
- (iv) no information is kept or stored in any form that might be easily portable, such as printed material, laptop computer, Portable Digital Assistant (PDA), DVD, CD, memory card, or USB portable storage device, except temporarily for the transfer of Source or Comparison Information, following which it will be permanently destroyed.

8.3 Any solution designed must comply with the current MoE Security and Display Accreditation.

9 DESTRUCTION OF INFORMATION

9.1 Subject to the provisions of the Public Records Act 2005, the Parties will ensure that the Source Information and Combined Data-Set are permanently deleted as soon as they are no longer required for the purposes of this Memorandum of Understanding.

10 THIRD PARTY CONTRACTING

10.1 No third party will be contracted to carry out any work in relation to this Memorandum of Understanding, except by agreement in writing between the Parties.

10.2 Any third party so contracted will be subject to all obligations set out in this Memorandum of Understanding, particularly clauses 8 and 9 of this Memorandum of Understanding, which will be reflected in any contract for services.

10.3 MoE agrees the MOH may contract the Institute of *Environmental Science and Research Limited* to carry out work in relation to this Memorandum of Understanding subject to clause 10.2

11 EXTERNAL COMMUNICATIONS

11.1 The Parties are responsible for complying with their respective obligations under the Privacy Act 1993 and the Official Information Act 1982 and any other applicable legislation.

11.2 In the event that either Party receives a complaint or a request under either the Official Information Act 1982 or the Privacy Act 1993 for information relating to this Memorandum of Understanding, the Party which received the request will consult with The Other Party on the proposed response prior to making a decision on the request.

11.3 The parties will consult with each other before responding to any enquires from the media relating to this Memorandum of Understanding.

12 BREACHES OF SECURITY OR CONFIDENTIALITY

12.1 The Parties must immediately notify The Other Party of any actual or suspected unauthorised use or disclosure of any information exchanged pursuant to this Memorandum of Understanding.

12.2 The Parties must also investigate any actual or suspected unauthorised use or disclosure of information.

12.3 If either Party has reasonable cause to believe that a breach of any other security provision in this Memorandum of Understanding has occurred or may occur, that Party may undertake such investigation as it deems necessary.

12.4 Where an investigation is undertaken under this clause, The Other Party will provide the investigating Party with reasonable assistance and the investigating Party will keep The Other Party informed of progress.

12.5 If there has been a security breach, either Party may suspend this Memorandum of Understanding by notice in writing to give The Other Party time to remedy the breach.

13 DISPUTE RESOLUTION

13.1 Should any dispute or difference of opinion arise out of or in connection with this Memorandum of Understanding, the Parties will use their best endeavours to resolve the dispute within 10 working days of receiving notice of the dispute.

14 SUSPENSION

14.1 The Ministry of Education reserves the right to suspend the provision of data at any time without prior notice should any issue arise.

15 TERMINATION

15.1 This Memorandum of Understanding may be terminated at any time by either Party in writing to The Other Party.

15.2 Where there is a dispute and the clause 13 procedure has not produced an outcome satisfactory to both Parties, either Party may terminate this Memorandum of Understanding by giving notice in writing to The Other Party.

15.3 The obligations in this Memorandum of Understanding concerning the security, use and destruction of information shall remain in force notwithstanding the suspension or termination of this Memorandum of Understanding.

16 COSTS

16.1 All costs associated with the actions outlined in this Memorandum of Understanding will be the responsibility of the agency where the cost is incurred.

17 VARIATION

17.1 This Memorandum of Understanding 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.

18 EXECUTION

18.1 The undersigned confirm that they have a delegation under section 41 of the State Sector Act 1988 to sign for the respective Parties.

Signed by Rochelle Barrow, Group Manager, Data Information and Stewardship, Evidence, Data and Knowledge, Ministry of Education

Signed: R Barrow

Date: 30/3/2017

Signed by Sarah Reader, Group Manager, Public Health. Protection Regulation and Assurance. Ministry of Health.

Signed: [Signature]

Date: 29 Mar 2017

Released under the Official Information Act 1982