



MINISTRY OF EDUCATION  
*Te Tahuhu o te Mātauranga*



# MEMORANDUM OF UNDERSTANDING

Between

Ministry of Education, *Te Tahuhu o te Mātauranga*

And

Ngati Tamaoho Settlement Trust

For the Purpose of

Developing an Ngati Tamaoho Iwi Education Strategy using educational achievements of Ngati Tamaoho registered beneficiaries.

Released under the Official Information Act 1982

## Signatories

Signed for and on behalf of Ministry of Education / *Te Tahuhu o te Matauranga*

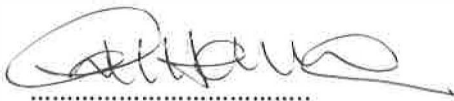


.....

Date: ..28../.05../..2020.

Wendy Hamilton  
Chief Data Steward  
Data Information and Stewardship

Signed for and on behalf of Ngati Tamaoho Settlement Trust



.....

Date: 7,4,2020

Geneva Harrison  
Tumuhaere/Chief Executive  
Ngati Tamaoho Settlement Trust

## Parties

The Ministry of Education (the Ministry)

and

The Ngati Tamaoho Settlement Trust (Ngati Tamaoho)

## Background

1. As a Post Settlement Governance Entity (PSGE) following the Ngati Tamaoho Settlement Act 2018, Ngati Tamaoho has a treaty relationship with the Ministry of Education.
2. Ngati Tamaoho is developing a generational Iwi Education Strategy (25 years) and needs education achievement and attainment information about individuals on its registered beneficiary register (4300 people) so that it can identify a starting baseline for development.
3. The Ministry holds achievement and attainment information that will assist Ngati Tamaoho in developing an achievement baseline for its Iwi Education Strategy.

## Purpose

4. The purpose of this Memorandum is to:
  - 4.1. acknowledge and apply the statutory context in which the information sharing will occur;
  - 4.2. record the Parties agreement of their understanding of what information will be shared, the justifications for the information sharing, and how that information will be used by the Parties; and
  - 4.3. detail the process for reviewing and reporting on the information shared under this Memorandum.
5. The purpose of the information sharing under this Memorandum is to:
  - 5.1. Enable Ngati Tamaoho develop an Iwi Education Strategy (2020 – 2045) using educational achievement data for Ngati Tamaoho registered beneficiaries.
6. This Memorandum is **not** an Approved Information Sharing Agreement under Part 9A of the Privacy Act 1993 and does **not** authorise any breach of the Information Privacy Principles in that Act.

## Effect of this Memorandum

7. This Memorandum confirms the relationship between the Parties based on a spirit of goodwill and cooperation, and recognises the treaty relationship between the Parties. It does not constitute or create, and shall not be deemed to constitute, any legally binding or enforceable obligations on the part of the Parties.

8. Where there are changes to Government policy which affects the purpose and functions of this Memorandum, each Party agrees to inform the other of those changes and agree to review as required any aspects of this Memorandum.
9. Any schedules attached to this Memorandum are regarded as part of the Memorandum and therefore should be read subject to the provisions of the Memorandum.

### **Term of this Memorandum**

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

### **Review of this Memorandum**

11. A Party may request a review of this Memorandum at any time.
12. The Parties agree to review this Memorandum annually.

### **Variations to this Memorandum**

13. This Memorandum 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

### **Termination of this Memorandum**

14. This Memorandum may be terminated at any time by agreement in writing of both Parties.

### **Costs**

15. Each Party will bear their own costs in relation to this Memorandum.

### **Legal Authority and Application of the Privacy Act 1993**

16. The Parties will comply with the Privacy Act 1993 (Privacy Act) and any relevant Code of Practice made under the Privacy Act.
17. The Parties agree that the use and disclosure of personal information for the purposes set out in clause 5.1 comply with the Privacy Act.
18. The Parties agree that the legal authority enabling the sharing of information described in this Memorandum is
- 18.1. Information Privacy Principle 11(h)(ii) which provides that the Ministry can disclose personal information it holds to another individual, agency or organisation if that information

is to be used for research and/or statistical purposes where the individuals cannot be identified in the output of the research or statistics.

19. The Parties agree that the information matching provisions under Part 10 of the Privacy Act do not apply to matching undertaken under this Memorandum.

## Information to be shared

20. Ngati Tamaoho will supply the Ministry with the following information of the individuals on the Registered Beneficiaries of the Ngati Tamaoho Settlement Trust to be used for matching:

20.1. Name (First, Middle, Last)

20.2. Gender

20.3. Date of Birth

21. The Ministry will match the information supplied by Ngati Tamaoho against its databases.

22. The Ministry will supply Ngati Tamaoho will the following information to be used for developing a baseline of education achievement of its registered beneficiaries:

22.1. School/Tertiary provider Name

22.2. Programme of study e.g. NCEA, Bachelor of Commerce

22.3. NCEA Achievement (NZQA Level 1 – 10 qualifications)

22.4. Tertiary Achievement (NZQA Level 1 – 10 qualifications)

## Use of the Information

23. Both Parties agree that the information shared under this Memorandum will only be used for the purpose(s) outlined in clause 5.1 this Memorandum.

24. Both Parties agree that the information shared between the Parties, and any subsequent use, release, or publication of that information must be taken in accordance with all relevant legislation including, but not limited to, the Privacy Act and the Ombudsman Act 1982.

## Method and Frequency of Information Exchange

25. The information to be shared under this Memorandum is confidential, and will be supplied in a csv file by way of sFTP (secure file transfer protocol).

26. The encrypted information exchange will be carried out in accordance with the standards set by the Government Chief Information Officer.

27. The information to be shared under this Memorandum will be exchanged on an annual basis as requested basis.

## Security of the Information

28. information exchanged under this Memorandum includes personal and/or personally identifiable information.
29. Each Party will ensure its employees and contractors handling any information for the purposes of any information exchange under this Memorandum will comply with the Privacy Act and any other applicable legislation relevant to each Party.
30. The Parties will ensure that:
  - 30.1. All information is protected from unauthorised access, use and disclosure
  - 30.2. 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 related to this Memorandum
  - 30.3. All Ministry and Ngati Tamaoho employees dealing with the information exchanged under this Memorandum are aware of their responsibilities and the strict limitations on use and disclosure of any information subject to this Memorandum
  - 30.4. Where information is kept or stored in any form that might be easily portable (e.g. printed material, laptop, portable digital assistant, DVD, CD, memory card, or USB portable device) appropriate safeguards will be in place to guard against any unauthorised access, use or disclosure of the information. If the information is kept or stored on such a device for the purpose of transfer of source or comparison information, it will be permanently disposed of once the transfer has been complete.

## Breaches of Security or Confidentiality

31. The Parties must immediately notify the other Party of any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
32. The Parties must also investigate any actual or suspected unauthorised access, use or disclosure of any information exchanged under this Memorandum.
33. If either Party has reasonable cause to believe that a breach of any other security provision in the Memorandum has occurred or may occur, that Party may undertake such investigations as it deems necessary.
34. Where an investigation is commenced under this clause, the other Party will providing the investigating Party with reasonable assistance, and the investigating Party will keep the other Party informed on the progress and outcome of that investigation.
35. If there has been a security breach, either Party may suspend the exchange of information under this Memorandum by notice in writing to give the other Party time to remedy the breach.

## **Destruction and Retention of Information**

36. The Parties agree that information provided under this Memorandum is subject to the Public Records Act 2005.
37. The Parties agree that Ngati Tamaoho will securely delete information supplied by the Ministry when it is no longer required for development of the Iwi Education Strategy education baselines.

## **Disputes Resolution**

38. The Parties will negotiate in good faith to resolve any disputes arising out of, or in relation to, this Memorandum. In the first instance, the relevant Primary Contacts will work together to identify the reasons for the dispute and what can be done to remedy the dispute.
39. Where a remedy cannot be agreed upon, the issue will be escalated to the Relationship Manager, who will be asked to make judgements necessary to resolve the issue. If resolution is still not achieved, the Chief Executive (or delegated person) of each Party may be advised and asked to work together to resolve the issue.
40. The obligations in this Memorandum concerning use, security and disposal of information shall remain in force notwithstanding any suspension or termination of this Memorandum.

## **Third Party Contracting**

41. Any third party contracted to carry out any work in relation to this Memorandum that may involve access to, or use information received under this Memorandum, will be subject to all obligations set out in this Memorandum, which will be reflected in any associated Contract for Services with the third party

## **External Communications**

42. The Parties are responsible for complying with their respective obligations under the Privacy Act and the Official Information Act 1982 (Official Information Act)
43. In the event that either Party receives a complaint or request under the Privacy Act, Official Information Act, in relation to information exchanged, accessed, used or disclosed under this Memorandum, the Party which receives the complaint or request will consult with the other Party on the proposed response prior to making a decision on the complaint or request.
44. In the event that either Party receives a request from the media in relation to this Memorandum or any information exchanged, accessed, used or disclosed under this Memorandum, the Party will advise the other Party of the media request, and any proposed response to the media.

## Relationship Management and Oversight

45. To facilitate and support the relationship between the Parties to this Memorandum, and to provide operational oversight of the information sharing activity, each Party will nominate a Relationship Manager and Technical Contact person.
46. The Relationship Manager will have oversight of the operation of this Memorandum, and be the first point of contact for each Party with regards to the operation of this Memorandum.
47. Schedule One records the Relationship Managers and Technical Contact persons for each Party.

Released under the Official Information Act 1982





## Schedule One – Relationship Managers and Technical Contacts

### **Ministry of Education**

#### Relationship Manager

Clare Ruru

Principal Information Management Advisor

[Clare.ruru@education.govt.nz](mailto:Clare.ruru@education.govt.nz)

#### Technical Contact

Data Solutions and Warehouse Team

### **Ngati Tamaoho**

#### Relationship Manager

Geneva Harrison

Tumuhaere/Chief Executive

Ngati Tamaoho Settlement Trust

[Geneva@tamaoho.maori.nz](mailto:Geneva@tamaoho.maori.nz)

#### Technical Contact

Geneva Harrison

Tumuhaere/Chief Executive

Ngati Tamaoho Settlement Trust

[Geneva@tamaoho.maori.nz](mailto:Geneva@tamaoho.maori.nz)