**MEMORANDUM OF UNDERSTANDING**

**Between**

**[PARTY A]**

**AND**

**[PARTY B]**

**For the purpose of**

[Insert brief description of the purpose of the MOU]

**[DATE]**

This Memorandum of Understanding is made on [DATE]

**BETWEEN** [PARTY A]

**AND** [PARTY B]

Together referred to in this Memorandum of Understanding as “the Parties”.

**BACKGROUND**

[Insert a brief description of why the MOU was drafted]

**THE PARTIES AGREE**:

1. **PURPOSE**
	1. The purpose of this Memorandum of Understanding is to [insert a brief description of what this MOU intends to achieve]
	2. The Parties consider that the disclosure/use of information is permitted under (please remove the bullet points below that are not relevant to this MOU):
* Principles 11 (a) and 10 of the Privacy Act 1993 which states that an agency may disclose/use personal information if it believes on reasonable grounds that the information is for one of the purposes in connection with which the information was obtained or is directly related to the purposes in connection with which the information was obtained.
* Principles 11(d) and 10(b) of the Privacy Act 1993 which state that an agency may disclose/use personal information if it believes on reasonable grounds that the information is authorised by the individual concerned.
* Principles 11(h)(ii) and 10(f)(ii) of the Privacy Act 1993 which state that an agency may disclose/use personal information if it believes on reasonable grounds that the information is, or is to be, “used for statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned”.
	1. In addition, this Memorandum of Understanding outlines the terms and conditions upon which the Parties will exchange information.
1. **TERM**
	1. This Memorandum of Understanding commences on the date it is signed by both Parties and continues in effect to [DATE] or until terminated in accordance with clause 12.The term may be extended by agreement in writing between the Parties.
2. **INFORMATION TO BE DISCLOSED**
	1. The [PARTY] will disclose to [OTHER PARTY] the types of personal information listed in Schedule 1 of this Memorandum of Understanding for the purpose(s) listed at 3.2.
	2. The [PARTY] will disclose the above personal information to [OTHER PARTY] for the purpose(s) of [insert a brief description of the purpose for which the personal information will be shared/used].
3. **USE OF INFORMATION**
	1. Both Parties have discussed and agreed that the personal information disclosed under 3.1 and 3.2 of this Memorandum of Understanding will be used for: (remove the bullet points that are not relevant):
* The same purpose in which it was disclosed under 3.2,
* A purpose for which the individual concerned has authorised,
* Statistical or research purposes and will not be published in a form that could reasonably be expected to identify the individual concerned.
	1. Both parties agree that where information is to be used for a purpose other than what is listed in 4.1 of this Memorandum of Understanding, that party will give written notice to the other party about that intended use.
1. **EFFECT OF THE MEMORANDUM OF UNDERSTANDING**
	1. This Memorandum of Understanding confirms the relationship between the Parties based on a spirit of goodwill and cooperation. The Parties will work together to achieve the purpose and terms of this Memorandum of Understanding.
	2. This Memorandum of Understanding does not constitute or create, and shall not be deemed to constitute or create, any legally binding or enforceable obligations on the part of either Party.
2. **SECURITY OF INFORMATION**
	1. All Information supplied under this Memorandum of Understanding is confidential information and shall be supplied by way of secure encrypted medium.
	2. The Parties will comply with the Privacy Act 1993 and any applicable Code of Practice made under that Act (including the Health Information Privacy Code 1994) at all times.
	3. Further, the Parties will ensure that:
3. All information is protected from unauthorised access, use and disclosure;
4. All information is stored on a securely managed computer system with password and firewall protection with access allowed only to employees doing work directly relating to this Memorandum of Understanding;
5. All 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;
6. No information will be removed or transferred other than as allowed under this Memorandum of Understanding.
7. **DESTRUCTION OF INFORMATION**
	1. The Parties agree to keep the personal information obtained under this Memorandum of Understanding in compliance with the Public Records Act 2005.
8. **THIRD PARTY CONTRACTING**
	1. Any third party contracted to carry out any work in relation to this Memorandum of Understanding will be subject to all obligations set out in this Memorandum of Understanding.
9. **EXTERNAL COMMUNICATIONS**
	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.
	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.
	3. The Parties shall maintain a “no surprises” policy that keeps one another informed of both potentially contentious issues and issues that may have a significant impact on the current and ongoing operations of the Memorandum of Understanding.
10. **BREACHES OF SECURITY OR CONFIDENTIALITY**
	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.
	2. The Parties must also investigate any actual or suspected unauthorised use or disclosure of information.
	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.
	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.
	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.
11. **DISPUTE RESOLUTION**
	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.
	2. If the Parties are unable to resolve the dispute after that time, either Party may serve upon the other Party notice in writing requiring the dispute to be escalated.
	3. The Parties shall agree upon a written summary of the basis of the dispute, the issues involved, and the reason or reasons for the dispute not being resolved, or failing agreement on such a summary, prepare separate written summaries of these matters.
	4. The summary or summaries shall be submitted to each Party’s respective Chief Executive within 5 working days of receiving written notice of the escalation.
	5. The Chief Executives of the Parties, or their delegates, will meet as soon as practicable after the preparation of the summary or summaries in order to resolve the dispute.
	6. If the dispute remains unresolved after 20 working days from receipt of written notice of the escalation, the termination provision in clause 12.2 will apply.
12. **TERMINATION**
	1. This Memorandum of Understanding may be terminated at any time by agreement in writing between the Parties.
	2. Where there is a dispute and the clause 11 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.
	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.
13. **VARIATION**
	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.
14. **RELATIONSHIP MANAGEMENT**
	1. Each Party must nominate an Authorised Representative to be the key contact person for:
* monitoring compliance with this Memorandum of Understanding,
* receiving notices issued under this Memorandum of Understanding, and
* any other matters relevant to this Memorandum of Understanding
	1. The Authorised Representatives for the parties are:

|  |  |
| --- | --- |
| **[PARTY]** | **[PARTY]** |
| [Name][Title][Email] | [Name][Title][Email] |

**EXECUTION**

**Signed** by [NAME OF SIGNATORY] [TITLE]

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signed** by [NAME OF SIGNATORY] [TITLE]

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE 1**

1. **Types of Personal Information to share under this Agreement**
	1. A non-exhaustive list of the types of personal information that the Parties agree to share and use includes (please remove and add the types of personal information that are intended to be shared between the Parties):
* Names,
* Dates of Birth,
* Ethnicity/iwi,
* Addresses,
* Services to date,
* Benefit details,