

## **Privacy Commissioner's submission on the proposed information sharing agreement facilitating services for Veterans and Other Claimants**

### **Introduction**

1. Under section 150(1)(a)(i) of the Privacy Act 2020 (Privacy Act), Veterans' Affairs has consulted me on a proposed information sharing agreement (AISA). The agreement seeks to enable twelve public sector agencies to collect, use, and share certain personal information about veterans and other claimants to facilitate public services.
2. Section 150(2)(a) provides that I must consider the privacy implications of the proposed agreement and subsection (2)(b) further provides that I may make any submissions that I consider appropriate. In considering the privacy implications, I have regard to the AISA's required form and content, which is set out under section 144, including the specified safeguards that will apply to protect the privacy of individuals and ensure that any interference with their privacy is minimised.
3. The AISA will replace the following agreements:
  - 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 and clause 2.
  - Memorandum of Understanding between Accident Compensation Corporation and the New Zealand Defence Force dated 27 May 2015.
4. Overall, I am satisfied that the AISA meets the requirements set out in Part 7 of the Privacy Act, and in particular those set out in section 149. My more detailed comments are outlined below, referring to the criteria in section 149 of the Privacy Act.

5. This submission does not affect my position on what will constitute appropriate monitoring of compliance with this agreement, under the provisions of sections 154-156 and section 158 of the Privacy Act.

**Does the information sharing agreement facilitate the provision of any public service or public services?**

6. Several services, support and entitlements to veterans and other claimants are based on current and historic factors in a veteran's life, and many organisations are involved in providing services to veterans and other claimants. This agreement facilitates the sharing of personal information between Veterans' Affairs and the parties involved.
7. The public services that this agreement is intended to facilitate are:
  - Accurate and efficient assessment of eligibility for, and entitlement to receive, services that a veteran or other claimant applies for or elects to utilise.
  - Accurate and efficient delivery of services that a veteran or other claimant applies for or elects to utilise.
8. The purposes of this agreement are to:
  - Notify an individual of services that they may be eligible for and entitled to access.
  - Enable an individual's identity and status as a veteran or other claimant to be verified.
  - Assess or reassess the eligibility and entitlement of a veteran or other claimant for services.
  - Facilitate rehabilitation and treatment of a veteran.
  - Cleanse and update records of a veteran or other claimant.
  - Assist in reviews and appeals against decisions regarding services.

9. I consider that these purposes meet the criteria of supporting the delivery of public services.

**Is the type and quantity of personal information to be shared under the agreement no more than is necessary to facilitate the provision of that public service or those public services?**

10. I am satisfied that the type and quantity of personal information to be shared under the agreement is reasonably necessary to achieve the objective of facilitating the provision of, and assessment of eligibility for, services, support and entitlements to veterans and other claimants.

**Will the agreement unreasonably impinge on the privacy of individuals and contain adequate safeguards to protect their privacy?**

11. I am satisfied that this agreement does not unreasonably impinge on the privacy of individuals and contains adequate safeguards to protect individuals' privacy.
12. There are important limits on sharing personal information 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. This helps to ensure that once agencies receive personal information, there are protections in place to prevent unnecessary distribution to other agencies.
13. The agreement also provides that no party is obliged to provide any of the requested information to be shared under this agreement. This is an important privacy protection because it allows agencies to exercise discretion or judgement regarding personal information sharing in the interests of an individual's privacy. An agency cannot be forced to share when they consider

that sharing may constitute a breach of the agreement or a person's privacy more generally.

14. The agreement also requires that processes and procedures exist within each party to ensure that information sent under this agreement is transferred separately from information transferred under other agreements. This will help to ensure that personal information is not inadvertently disclosed to the wrong agencies. It also means that agencies will be able to comply with privacy-protective AISA obligations that apply to the information shared under this agreement, as agencies may have other repositories of personal information outside of this agreement. Importantly, the AISA requires processes and procedures exist within each party to ensure that the personal information received under this agreement is only used for the purposes specified in this agreement and remains protected.

15. The agreement provides that a joint review of the AISA must be undertaken whenever any party believes that a review is necessary. Furthermore, Veterans' Affairs shall report annually or at intervals specified by the Privacy Commissioner, as stated in section 156 of the Privacy Act. As Veterans' Affairs is part of NZDF, the report will be included in NZDF's annual report. The agreement also requires that the parties conduct regular internal first-line assurance and internal audits of the operation of the AISA.

16. I consider these to be important and necessary privacy protections to ensure that the safeguards are operating as intended and are sufficient to protect the privacy of individuals.

**Will the benefits of sharing personal information under the agreement be likely to outweigh the financial and other costs of sharing it?**

17. I am satisfied that this agreement will result in positive benefits that outweigh the costs of sharing the information.

18. The agreement aims to improve the delivery of services to veterans and other claimants through the sharing of authoritative information, enabling parties to offer new services, or improve and adjust existing services when required.

The intended benefits are as follows:

- Parties can correctly identify an individual who is a veteran or other claimant for the purposes of providing services and 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.

**Are there any potential conflicts or inconsistencies between the sharing of personal information under the agreement and any other enactment, and have they been appropriately addressed?**

19. I am not aware of any conflicting enactment that will impact on this proposal. I understand that Veterans' Affairs has performed this check, and it believes there are no issues.

## Operational procedures

20. My Office looks forward to reviewing the accompanying operational procedures, which will add another critical layer of protection. I am pleased to see that, at a minimum, the agreement states that the protocols must include:

- Details about the proposed use of the information,
- Fields of personal information to be shared by each party,
- Details of the mechanism for transfer to be utilised,
- The process for handling adverse action,
- Specifics regarding retention periods, and
- Audit and reporting requirements.

## Conclusion

21. Having considered the privacy implications of this agreement, I consider that there are several protections to minimise any interference with people's privacy.

22. I hope that these comments assist in finalising approval of the agreement by Order in Council.



Michael Webster  
**Privacy Commissioner**