



**Te Tari Taiwhenua  
Internal Affairs**

**INFORMATION SUPPLY AGREEMENT**

**Dated 30 June 2021**

**between**

**THE REGISTRAR-GENERAL  
BIRTHS, DEATHS AND MARRIAGES  
DEPARTMENT OF INTERNAL AFFAIRS**

**and**



**DOMAIN NAME COMMISSION**

This Agreement is made on 30 June 2021

**BETWEEN:** The Registrar-General of Births, Deaths and Marriages (Registrar-General)

**AND** Domain Name Commission

## **BACKGROUND**

- A Section 78F of the Births, Deaths, Marriages and Relationships Registration Act 1995 authorises the Registrar-General to disclose Death Information to an appropriate non-government organisation, private sector, or person (the other Party) for the purposes of removing or suppressing the names of deceased persons from a database held by the other party.
- B Domain Name Commission maintains a database containing personal details of individuals who have a relationship with them.
- C Domain Name Commission wishes to obtain Death Information from the Registrar-General to update and maintain an accurate domain name registry database and effectively manage relationships that involve deceased individuals.
- D Domain Name Commission and the Registrar-General have consulted with the Privacy Commissioner regarding this Agreement.
- E This Agreement is intended to protect the interests of all parties and the public. It records the terms and conditions under which the parties agree to supply and use the Death Information and states the respective obligations of each party.

## **1.0 DEFINITIONS**

1.1 It is agreed that in this Agreement, unless the context otherwise requires:

**“Agreement”** – means this Information Supply Agreement and its schedules, including the Technical Standards Report and any variations agreed to by the Parties.

**“Death Information”** – means personal information (as that term is defined in the Privacy Act 2020) that the Registrar-General supplies to Domain Name Commission regarding a person’s death, and as further specified in the Technical Standards Report.

**“Death Record”** – means Death Information relating to an individual whose death has been registered in the New Zealand death register database, and **“Death Records”** has the corresponding meaning

**“Death Registration File”** – means a batch of Death Records that have been or will be supplied to Domain Name Commission under this agreement, as specified in the Technical Standards Report.

**“Effective Date”** means the date on which the Parties signed this Agreement. If the Parties sign on different dates, it is the latter of the two dates.

**“Match”** – means information held by Domain Name Commission that corresponds with Death Information supplied by the Registrar-General about the same person; and **“Matching”** and **“Matched”** have corresponding meanings.

**“Notifiable Privacy Breach”** – has the meaning given to it in s112 of the Privacy Act 2020.

**“Party”** – means a party to this Agreement, and **“Parties”** has a corresponding meaning.

**“Privacy Commissioner”** – means the Privacy Commissioner holding office under section 13 of the Privacy Act 2020.

**“Registrar-General”** – means the Registrar-General appointed under the Births, Deaths, Marriages, and Relationships Registration Act 1995, or their representatives.

**“Technical Standards Report”** – means the report attached to this Agreement as Schedule 2, containing the technical standards governing the operation of the Agreement.

## **2.0 INTERPRETATION**

2.1 Terms defined in section 177 of the Privacy Act 2020 have the same meaning in this Agreement as they do in that enactment.

2.2 For the purposes of interpretation and construction of this Agreement:

2.2.1 The provisions in the schedules and appendices attached to this Agreement will have the same effect as if set out in the body of this Agreement; and

2.2.2 Headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.

## **3.0 PURPOSE OF THIS AGREEMENT AND USE OF INFORMATION**

3.1 The purpose of this Agreement is to facilitate the provision of Death Information to Domain Name Commission so that Domain Name Commission can update their databases to:

a) ensure the information displayed in the domain name register is not misleading by containing information about deceased individuals;

b) maintain an up-to-date registry with up-to-date contact details ensuring data accuracy prior to use;

c) archive and remove from public search out of date information; and

d) perform clean-up activities as needed to ensure personal information is relevant.

3.2 Domain Name Commission may only use the Death Information provided by the Registrar-General under clause 3.1 solely for the purposes set out in clause 4.1.

3.3 Domain Name Commission will not change or manipulate the Death Information into a form different from the form in which it was provided.

3.4 Domain Name Commission will not distribute or otherwise disclose the Death Information to any other person or organisation, unless authorised by or required under law.

3.5 Domain Name Commission shall not create a new separate permanent register or databank of Death Information about all or any of the individuals whose Death Information has been supplied under this Agreement.

3.6 This Agreement is not intended to confer a benefit or create an obligation enforceable by a third party.

## **4.0 TERM AND TERMINATION**

4.1 This Agreement comes into effect on the Effective Date and shall continue in force from that date on, unless either Domain Name Commission or the Registrar-General terminates this Agreement by giving no less than one (1) month’s written notice.

## **5.0 REPRESENTATIVES**

5.1 Each Party will designate representatives as their respective points of contact for the administration and notification of matters pursuant to this Agreement. These representatives are specified in Schedule 1 of this Agreement.

- 5.2 Either Party may vary the identity or contact details of that Party's representatives by giving the other Party written notice.

#### **DATA INTEGRITY**

- 6.1 The Registrar-General will take all reasonable steps to ensure the integrity and accuracy of the Death Information.
- 6.2 Domain Name Commission acknowledges that the Death Information provided will be accurate and current only as at the date on which the Death Information extract was created. Death Information that has been provided will not be updated if it subsequently changes, for example, if an individual's registration is corrected or amended after that Death Information has been passed to Domain Name Commission.
- 6.3 Domain Name Commission hereby assumes all responsibility for Matching the data supplied by the Registrar-General to Domain Name Commission's databases.
- 6.4 Domain Name Commission will take all reasonable steps to minimise the risk of adverse consequences that may arise from incorrect Matches of data, including:
- 6.4.1 using the Matching techniques specified in the Technical Standards Report.
  - 6.4.2 establishing procedures to confirm the validity of discrepancies in data Matches before seeking to rely on the Death Information for any of the purposes in Clause 3.1.

#### **7.0 SUPPLY OF INFORMATION**

- 7.1 The Registrar-General will supply Domain Name Commission with Death Information in accordance with the Technical Standards Report contained in Schedule 2Z.

#### **8.0 SECURITY AND PRIVACY**

- 8.1 Death Information provided under this Agreement is considered "personal information" as defined in the Privacy Act 2020. Domain Name Commission is responsible for compliance with the Privacy Act 2020 in respect of the Death Information supplied to it.
- 8.2 Nothing in this Agreement limits the Parties' rights and obligations under the Privacy Act 2020.
- 8.3 Domain Name Commission will take all reasonable steps to:
- 8.3.1 maintain the security of the Death Information supplied by the Registrar-General, and
  - 8.3.2 protect the Death Information against such risks as unauthorised access, collection, use, disclosure and disposal.
- 8.4 Domain Name Commission will advise the Registrar-General immediately of any circumstances, incidents or events that have jeopardised or may jeopardise the security of any computer system in its custody that is used to hold or access the Death Information; or the privacy of individuals whose Death Information is disclosed under this Agreement.
- 8.5 If the Registrar-General reasonably believes that one or more of the privacy principles under the Privacy Act 2020 has been or may be breached under this Agreement, then the Registrar-General may suspend the operation of this Agreement to give the Parties the opportunity to remedy the breach or possible breach.
- 8.6 If Domain Name Commission suffers a Notifiable Privacy Breach, Domain Name Commissioner must advise the Registrar-General immediately and no later than the date of notification to the Office of the Privacy Commissioner.

## **9.0 DESTRUCTION OF INFORMATION**

- 9.1 If the Death Information is no longer needed or this Agreement is terminated then, as soon as practicable (and in any event no later than six months after the date of supply of the Death Information), Domain Name Commission shall destroy all versions of the Death Information supplied to it under this Agreement.

## **10.0 RESPONSIBILITY FOR ACTS AND OMISSIONS**

- 10.1 Domain Name Commission will be responsible for the acts and omissions of each of their employees, contractors and agents, and in particular will:

10.1.1 Keep them informed of all obligations concerning security and confidentiality of information under law including the requirements of the Privacy Act 2020 and the Official Information Act 1982;

10.1.2 Ensure they are adequately trained to perform agreed tasks; and

10.1.3 Ensure access to the Death Information is not available to any employee, contractor or agent who has not met the requirements of clauses 10.1.1 and 10.1.2.

## **11.0 FEES**

- 11.1 Domain Name Commission shall pay to the Registrar-General the fees in accordance with the fees schedule set out in Schedule 3 of this Agreement, provided however that no fee shall be payable for any Death Information that is corrupted or unusable at the time of its receipt by Domain Name Commission.

## **12.0 MEDIA REQUESTS**

- 12.1 Domain Name Commission will refer to the Registrar-General, any media or other public enquiry that relates to this Agreement or the Death Information supplied under this Agreement.

## **13.0 REVIEW**

- 13.1 The Parties will, upon request by the Privacy Commissioner, review this Agreement and report on the outcome of that review to the Privacy Commissioner in accordance with section 78F(6) of the Births, Deaths, Marriages and Relationships Registration Act 1995.
- 13.2 The Parties agree to undertake joint reviews of the operation of this Agreement whenever either Party believes on reasonable grounds that such a review is necessary.
- 13.3 The Parties shall co-operate with each other in any review under this clause 13 and will take all reasonable steps to make available the necessary resources, facilities and information to facilitate each joint review.

## **14.0 AUDIT**

- 14.1 The Parties will carry out an audit of the operation of this Agreement at any time if requested by either Party.
- 15.2 Any costs associated with the audit will be shared equally by the Parties, unless otherwise agreed.

## **15.0 VARIATIONS**

- 15.1 Both Parties will use their reasonable endeavours to operate in terms of this Agreement.
- 15.2 Any Party proposing a variation to this Agreement shall give reasonable written notice to the other Party of the proposed variation, and the reason for it.

- 15.3 Any variations to this Agreement must be in writing and be executed by the Registrar-General or their delegates.
- 15.4 Both Parties agree to consult with the Privacy Commissioner before varying the Agreement.
- 15.5 The Registrar-General must, as soon as practicable after executing the amendment, forward a copy of the signed amendment to the Privacy Commissioner.

**16.0 DISPUTES**

- 16.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Agreement. The following process will apply to disputes:
- (a) a Party must notify the other if it considers a matter is in dispute; and
  - (b) the representatives specified in Schedule 1 will attempt to resolve the dispute through direct negotiation; and
  - (c) if the aforesaid representatives have not resolved the dispute within 10 business days of notification, they will refer it to the Implementation Manager at Domain Name Commission and the Registrar-General for final resolution.
- 16.2 If there is a dispute, each Party will continue to perform its obligations under this Agreement as far as practical given the nature of the dispute.

**17.0 NOTICE TO THE PRIVACY COMMISSIONER**

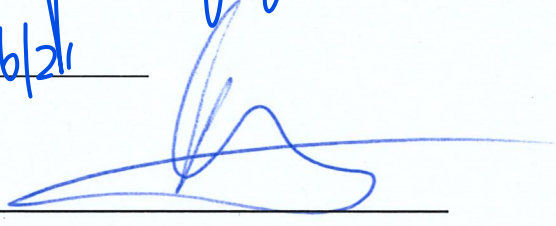
- 17.1 The Registrar-General will forward a copy of the signed Agreement to the Privacy Commissioner.

**18.0 ACCEPTANCE**

Signed by the Parties

SIGNED by  \_\_\_\_\_  
Jeff Montgomery, REGISTRAR-GENERAL of Births, Deaths and Marriages

Dated 30/6/21 \_\_\_\_\_

SIGNED by  \_\_\_\_\_  
Brent Carey, Domain Name Commissioner, Domain Name Commission

Dated 30 June 2021

## SCHEDULE 1 - REPRESENTATIVES

<b>Domain Name Commission</b>	<b>Department of Internal Affairs</b>
Ann Ibrahim BA/Implementation Manager 80 Boulcott Street Wellington 6011	Logan Fenwick Manager Information Partnerships PO Box 10526 Wellington
Phone: 027 65 44005 Email: ann@dnc.org.nz	Phone: (04) 495 6052 Email: SDOInformationPartnerships@dia.govt.nz

## SCHEDULE 2 - TECHNICAL STANDARDS REPORT

### 1.0 Timeliness

- 1.1 The Registrar-General will supply Domain Name Commission with a regular monthly Death Registration File, for Death Information registered within the previous month.
- 1.2 The first Death Registration File transfer will include back-dated Death Information for deaths registered from 01/01/2019 and up until last day of the previous month and will be supplied no later than 20 working days from the Effective Date, unless agreed otherwise between the parties.
- 1.3 After the first Death Registration File has been supplied, the Registrar-General will supply all subsequent Death Registration Files on or before the tenth business day of each month.

### 2.0 Security and Transfer of Information

- 2.1 The Death Registration File will be encrypted at a rate of at least AES256 and will be provided to Domain Name Commission using a secure online transfer method which meets or exceeds the New Zealand Information Security Manual requirements.
- 2.2 Where online transfer is not available for any reason the Death Registration File may be provided by another secure transfer method, including on an encrypted portable device such as CD or USB. In these circumstances:
  - 2.2.1 Domain Name Commission will be responsible for the secure collection and transport of all encrypted portable storage devices (where applicable) to their database.
  - 2.2.2 Domain Name Commission will email the Registrar-General once the encrypted portable device is safely in their possession to request the encryption password and the Registrar-General shall reply to provide that password.
- 2.3 Domain Name Commission will check the Death Registration File upon receipt and immediately notify the Registrar-General of any corrupted or otherwise unusable Death Information.
- 2.4 On receiving notice of any corrupted or unusable Death Information, the Registrar-General will, as soon as practicable, provide Domain Name Commission with a substitute Death Registration File.

### 3.0 Content and Format of Information

- 3.1 Unless otherwise agreed between the Parties, the Death Information supplied by the Registrar-General will be made available to Domain Name Commission in an agreed delimited format and will contain the following Death Information content:

Fields	Expected Content Format	Details
PersonCurrentSurname	Text	Null "NR" and "-" possible
PersonCurrentGivenName	Text	Null "NR" and "-" possible
PersonSurnameAtBirth	Text	Null "NR" and "-" possible
PersonGivenNameAtBirth	Text	Null "NR" and "-" possible
BirthDate	Date	DD/MM/YYYY Null "NR" and "-" possible
DeathDate	Date	DD/MM/YYYY Null "NR" and "-" possible
Sex	Text	M F I "NR" Null and "-" possible
DeceasedHomeAddressLine1	Text	Null "NR" and "-" possible
DeceasedHomeAddressLine2	Text	Null "NR" and "-" possible

#### 4.0 The Matching Technique

- 4.1 To determine whether Death Records supplied by the Registrar-General Match any person recorded within Domain Name Commissions databases, Domain Name Commission will:
- 4.1.1 export the relevant person information from the Domain Name Commission databases into an Excel Spreadsheet, where it may be cleaned, standardised and formatted if necessary.
- 4.1.2 use specialised formulas to:
- compare information from the Domain Name Commission databases with the Death Information supplied under this Agreement, using as many fields for each Death Record as possible.
  - allocate indicators for each Death Record that represent whether there is an exact Match, potential Match, or no Match.
- 4.2 All Matches and potential Matches will be individually reviewed and confirmed by a Domain Name Commission staff member before database updates are made for the purposes outlined under clause 3.1.

## SCHEDULE 3 - OPERATING FEES

### 1.0 Fees

- 1.1 Domain Name Commission will pay the Registrar-General the following fees for all the Death Information supplied under this Agreement:
- Fee per Death Registration File: NZ\$250.00
- Fee per Death Record: NZ\$0.15
- A one-off fee for online integration: NZ\$4,347.00
- 1.2 Any fee paid under this Agreement is GST exclusive.
- 1.3 These costs may be varied by the Registrar-General by giving at least one month written notice to Domain Name Commission.

### 2.0 Invoices

- 2.1 The Registrar-General will issue an invoice to Domain Name Commission after the supply of each Death Registration File.
- 2.2 Domain Name Commission agrees to pay all fees within one month of receipt of the invoice.