



Privacy Commissioner  
Te Mana Matapono Matatapu

# Approved information sharing agreement between IR and NZ Police: serious crime

A report by the Privacy Commissioner to  
the Minister of Revenue under section  
96P of the Privacy Act 1993.

June 2014

## **Executive summary**

This is my report on the approved information sharing agreement (AISA) between Inland Revenue (IR) and New Zealand Police, approved under Part 9A of the Privacy Act.

The purpose of the AISA is to support the goal of reducing the rate of serious criminal offending in New Zealand. In particular, the agreement supports the purposes of prevention, detection, investigation or providing evidence of a serious crime.

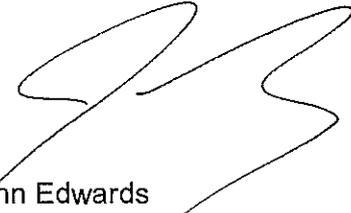
The Privacy Act permits disclosure of personal information, and collection of personal information, where that is necessary for public sector agencies to detect, prevent, and investigate crime. As a result, the proposed activities would largely comply with the Privacy Act. Consequently, the information sharing agreement primarily provides an exemption to tax secrecy under the Tax Administration Act rather than changing the way the Privacy Act works.

I am satisfied that this information sharing agreement meets the requirements set out in Part 9A of the Privacy Act, and in particular those set out in section 96N. I consider the agreement does not intrude unreasonably on the privacy of individuals, and that it puts adequate privacy safeguards in place. I strongly support the requirement in the agreement to undertake annual audits of the agreement's operation.

I am also satisfied that the views of my office have been adequately taken into account in the development of the agreement.

The reporting requirements for the agreement are still subject to discussions between my office and IR.

My detailed comments on the agreement are structured under headings that reflect the specific criteria for approved information sharing agreements in section 96N of the Privacy Act.



John Edwards  
Privacy Commissioner

## Comments on the agreement

### 1. Does the information sharing agreement facilitate the provision of any public service or public services?

The information sharing agreement between IR and NZ Police will assist NZ Police to deliver the public service of reducing the rate of serious criminal offending in New Zealand. Serious Crime is defined in the agreement as an offence punishable by imprisonment of four years or more.

Sharing under this agreement can either be as a result of a request by NZ Police to IR, or through IR proactively sharing information. An exchange of information will only occur where:

- NZ Police or IR has reasonable grounds to suspect that a serious crime has been, is being, or will be committed, and
- NZ Police has reasonable grounds to suspect that personal information held by IR is relevant to the prevention, detection, investigation, or is evidence of a serious crime, and
- IR has determined that the personal information is readily available and it is in the public interest to provide the information to NZ Police.

Examples of how information shared under this agreement may assist NZ Police include:

- identify individuals involved in a serious crime (e.g. victims, offenders, witnesses)
- identifying other lines of enquiry for a serious crime
- using the personal information as intelligence for a serious crime investigation.

### 2. 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?

I consider that the type and quantity of personal information to be disclosed by IR to NZ Police is appropriate for the purposes of prevention, detection, investigation or providing evidence of a serious crime. It does not appear to go beyond what is necessary to fulfil those purposes. However, the information shared about each individual, and potentially their domestic or financial partners, is sensitive and wide-ranging and needs to be well protected.

Examples of personal information shared under this agreement:

- financial transaction information
- financial relationship information
- domestic relationship information
- information about assets
- employment information
- social assistance information.

While the flow of information under this agreement is predominantly from IR to Police, Police will from time to time provide personal information to IR to enable it to identify an individual in its records and assess whether information can be provided under the agreement.

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

#### *Impact on privacy*

Sharing this information necessarily has an impact on the privacy of individuals. The information is sensitive, and individuals may suffer adverse consequences as a result of the sharing. However, the question is whether the impact on privacy is unreasonable. I am satisfied that it is not:

- The Privacy Act already permits much of this sharing to occur.
- Both agencies will have robust controls in place to ensure information is appropriately managed.
- The forecast volume of sharing under the agreement is relatively small, with an estimated 400 to 600 cases annually.
- The sharing is limited to cases where there are reasonable grounds to believe that the information will assist in the prevention, detection or investigation of a serious criminal offence.
- Risks around adverse action will be managed by the Police investigation process, and standard decision-making about whether to undertake a prosecution.

#### *Adequate safeguards*

I am satisfied that the agreement has adequate safeguards in place to protect the privacy of individuals. Specific safeguards included in the agreement are:

- secure electronic communication of information
- secure and segregated physical and electronic storage
- identity and information verification protocols
- limiting access to IR information within Police
- information distributed with specific caveats and rules
- limiting decision making to senior staff
- appropriate protocols for data retention and destruction.

I consider these safeguards are appropriate ways to limit the impact on privacy in the circumstances.

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

The nature of the proposal makes it difficult to forecast financial benefits. However, the projected cost of operation (in the range of \$370,000 to \$500,000 per annum) is relatively

modest, and I am confident that the agreement will significantly assist Police in detecting, investigating and prosecuting serious crime.

**5. 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?**

I am not aware of any conflicting enactment that will impact on this proposal. I understand that Inland Revenue has performed this check and it believes there are no issues.

**6. Other issues**

*Consultation*

I am satisfied that IR has adequately considered the views of my office, and has taken them into account in its decision-making.

*Reporting*

At this stage, I have yet to specify reporting requirements for the agreement.