

**MEMORANDUM OF UNDERSTANDING  
RELATING TO THE NOTIFICATION OF DEATHS,  
MARRIAGES, CIVIL UNIONS AND NAME CHANGES**

**BETWEEN**



**Te Tari Taiwhenua  
Internal Affairs**

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

**AND**



**ELECTORAL COMMISSION  
Te Kaitiaki Take Kōwhiri**

**ELECTORAL COMMISSION**

This Memorandum of Understanding (MOU) is made on 10 April 2019

- between** (1) The Sovereign in Right of New Zealand acting by and through the Registrar-General Births, Deaths and Marriages, being the person who for the time being holds office under section 79 of the Births, Deaths, Marriages and Relationships Registration Act 1995 (**the Registrar-General**)
- and** (2) **The Electoral Commission**, an independent Crown entity established under section 4B of the Electoral Act 1993 (**the Commission**)

together known as "**the Parties**".

## 1. DEFINITIONS

1.1 In this MOU, unless the context otherwise requires-

"**BDM**" means Births, Deaths and Marriages, a business unit of the Service, Delivery and Operations branch of the Department of Internal Affairs

"**BDMRR Act**" refers to the Births, Deaths, Marriages and Relationships Registration Act 1995

"**BDMR Elector Information**" means death, marriage, civil union and name change information registered pursuant to the BDMRR of any person over the age of 17 years

"**Commission**" means the Electoral Commission, an independent Crown entity established under section 4B of the Electoral Act 1993

"**DIA**" means the Department of Internal Affairs

"**Electoral Act**" refers to the Electoral Act 1993

"**MOU**" means this Memorandum of Understanding

"**Parties**" means the Registrar-General and the Commission

"**Registrar-General**" means the person who holds office under section 79 of the BDMRR Act

## **2. BACKGROUND**

- 2.1 The Registrar-General is responsible for recording births, deaths, marriages, relationship registrations and name changes.
- 2.2 The Commission is an independent Crown entity responsible for the administration of parliamentary elections and referenda, including the maintenance of the electoral rolls which are used for both parliamentary and local authority elections.
- 2.3 Under the sections 92, 93 and 94 of the Electoral Act (as set out in Schedule 2 to this MOU) the Registrar-General is required to notify the Commission of deaths, marriages, civil unions and name changes of registered electors to assist the Commission maintain the accuracy of the electoral rolls.

## **3. PURPOSE OF THIS MOU**

- 3.1 This MOU:
- (a) is entered into to establish a core understanding between the Parties for BDMR Elector Information supplied by the Registrar-General to the Commission in relation to any person required to be registered under the BDMRR Act over the age of 17 years;
  - (b) outlines the processes and procedures and the Parties' respective roles and responsibilities for BDMR Elector Information in the attached Schedules;
  - (c) provides a mechanism to recognise the independence of the Parties and to manage the relationship between them.

## **4. TERM**

- 4.1 This MOU commences on the date this MOU is signed by the Parties and continues in force until terminated by either Party, by the giving of six (6)

months written notice of termination to the other Party, unless mutually agreed otherwise.

- 4.2 This MOU replaces earlier memoranda of understanding between the Registrar-General and the Electoral Enrolment Centre.

## **5. SCHEDULES**

- 5.1 Schedules may be attached to this MOU from time to time as the needs of the Parties change over time.
- 5.2 Schedules may include details such as roles and responsibilities, standards and other relevant details.
- 5.3 A duly signed Schedule entered into under this MOU forms part of this MOU even if it is not attached to this MOU.

## **6. EFFECT OF THE AGREEMENT**

- 6.1 This MOU confirms the relationship between the Parties based on a spirit of goodwill and cooperation. The Parties will work together to achieve the agreed purpose outlined in clause 3.
- 6.2 This MOU is to be read subject to any enactment, and any Ministerial or Cabinet directives.
- 6.3 Where there are changes to government policy which affect the purpose and functions of this MOU, or any changes to the operational business needs of the Parties, each Party agrees to inform the other Party to this MOU of those changes at the earliest possible time thereafter and agrees to meet to renegotiate if necessary any aspects of this MOU.
- 6.4 This Agreement is binding on both Parties despite each Party's relationship to the Crown.

## **7. CONFIDENTIALITY**

- 7.1 Neither Party will, at any time, without the consent of the other Party, disclose to a third party information obtained under or in connection with this MOU:
- (a) concerning the affairs of the other Party, except as specifically required or allowed by this MOU;
  - (b) otherwise deemed to be confidential by the other Party; or
  - (c) where such disclosure infringes the provisions of the Privacy Act 1993.

- 7.2 The Parties acknowledge that disclosure of information may be subject to the provisions of the Official Information Act 1982.
- 7.3 The Parties shall consult before complying with any legal obligation (and, in particular, any obligation under the Official Information Act 1982) to disclose any confidential or commercially sensitive information referred to by, or provided by or under, this MOU.
- 7.4 Both Parties agree to ensure their respective personnel (including employees, and service providers and their employees) respect the confidentiality of any data or information (however held, accessed, obtained or disclosed) to which their personnel gain access to during the term of this MOU.

## **8. CONTRACTING AND SUB-CONTRACTING**

- 8.1 If either Party proposes to contract or sub-contract out the performance of any of the Services under this MOU, then that Party will give to the other Party reasonable notice of the proposed contracting or sub-contracting and the reasons for the proposal. The Parties will consult about any ramifications of the proposal and the Party proposing to contract or sub-contract the Services will make its best endeavours to accommodate the business needs of the other Party.

## **9. DISPUTES**

- 9.1 The Parties will meet and discuss in good faith any issues of significant concern to one of the Parties, and any disputes between them, arising out of this MOU.
- 9.2 Until the disagreement has been resolved the Parties shall continue to perform their obligations under this MOU.

## **10. VARIATIONS TO THIS MEMORANDUM**

- 10.1 This MOU may be amended at any time during its term by agreement in writing between the Parties. If either Party proposes to amend this MOU, then that Party shall give to the other Party reasonable notice of the proposed amendment and the reasons for the proposed amendment and

the other Party shall give fair and prompt consideration to the proposed amendment.

**11. NOTICES**

11.1 All notices to be given under this MOU are to be in writing and delivered by hand, or sent by registered post, or by a reputable courier, or by email.

**12. REPRESENTATIVES**

12.1 The representatives will be responsible for keeping the other Party informed as appropriate of any matters arising that affect this MOU.

12.2 The representatives for each Party are:

<b>Electoral Commission</b>	<b>Department of Internal Affairs</b>
[REDACTED] National Manager Enrolment and Community Engagement PO Box 3220 Wellington	[REDACTED] Manager Information Partnerships  PO Box 10526 Wellington
[REDACTED] [REDACTED]@elections.govt.nz	[REDACTED] [REDACTED]@dia.govt.nz

13. EXECUTION

Signed as an Memorandum of Understanding

Registrar-General

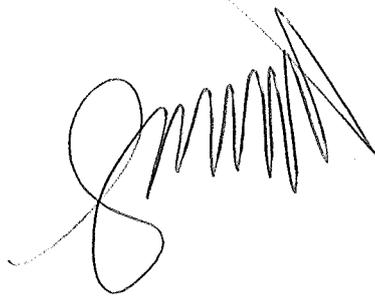
Electoral Commission

Jeff Montgomery

Alicia Wright

Registrar-General of Births, Deaths and  
Marriages

Chief Electoral Officer



Signed

Date 9/4/19

Signed

Date 10/4/19

## **SCHEDULE 1 – BDMR ELECTOR INFORMATION**

- 1.1 This Schedule to this MOU outlines the agreed procedures and processes for BDMR Elector Information being provided by the Registrar-General to the Commission in accordance with the requirements of the Electoral Act.

### **Registrar-General's Responsibilities**

- 1.2 The Registrar-General must as soon as is reasonably practicable after the registration of the death, marriage, civil union or name change of any person of or over the age of 17 years, provide the BDMR Elector Information to the Commission.
- 1.3 BDMR Elector Information is supplied by the Registrar-General to the Commission within one working day of that information being registered.
- 1.4 Ad-hoc files outside of the regular schedule can be requested by mutual agreement.
- 1.5 BDMR Elector Information is provided to the Commission via an encrypted file transferred by secure FTP (SFTP) from DIA's network to the Commission's network. Public key encryption is used to transfer the file.
- 1.6 The file encryption and transport mechanism (SFTP) referred to in clause 1.4 must meet current NZISM requirements.
- 1.7 In exceptional circumstances the files may be made available by an alternative secure method agreed by the Parties.

## Notification of Death file

- 1.8 The electronic file will be in a pipe-delimited format.
- 1.9 The file name will be electorsyyyymmdd where yyyymmdd is the file's creation date.
- 1.10 The file will contain a header as below:

Notification of Death of a Registered Elector *dd/mm/yyyy*

Notice of given of the Death of:

Surname of deceased | First Names | Address | Occupation | Birth date | Death Date |  
Place of Death

- 1.11 The next line of the file, following the header in clause 1.8 shall be in the following format:

Label/name	Data type	Mandatory	Description
Surname of deceased	String	Yes	Surname as registered
First names	String	No	First names as registered
Address	String	Yes	Address as registered
Occupation	String	No	Occupation as registered
Birth date	Date	Yes	Date of birth as registered
Death date	Date	Yes	Date as registered
Place of death	String	No	Place of death as registered

- 1.12 The list of persons shall be followed by a footer as follows:

Record Count: *<number of records>*

Date of report: *<day> <month> <year>*

**Notification of Marriage or Civil Union file**

- 1.13 The electronic file will be in a pipe-delimited format.
- 1.14 The file name will be mgeelectorsyyyyymmdd where yyyyymmdd is the file’s creation date.
- 1.15 The file will contain a header as below:

REPORT - Notification of Address Change for Married New Zealand Couples

Report Date: *dd/mm/yy*

Registrations for *dd/mm/yyyy – dd/mm/yyyy*

First names (Party 1) | First names (Party 2) | Surname (Party 1) | Surname (Party 2) | Birth date (Party 1) | Birth date (Party 2) | Usual residential address (Party 1) | Usual residential address (Party 2) | Marriage date | Address after marriage

- 1.16 The next line of the file, following the header in clause 1.13 shall be in the following format:

Label/name	Data type	Mandatory	Description
First names (Party 1)	String	No	First names as registered
First names (Party 2)	String	No	First names as registered
Surname (Party 1)	String	Yes	Surname as registered
Surname (Party 2)	String	Yes	Surname as registered
Birth date (Party 1)	Date	Yes	Date of Birth (dd/mm/yyyy)
Birth date (Party 2)	Date	Yes	Date of Birth (dd/mm/yyyy)
Usual residential address (Party 1)	String	Yes	Current residential address
Usual residential address (Party 2)	String	Yes	Current residential address
Marriage date	Date	Yes	Date of Marriage (dd/mm/yyyy)
Address after marriage	String	No	Expected residential address

- 1.17 The list of persons shall be followed by a footer as follows:

<number of records> records in total.

**Notification of Change of Name – New Zealand Born Applicants file**

- 1.18 The electronic file will be in a pipe-delimited format.
- 1.19 The file name will be nzconelectorsyyyymmdd where yyyymmdd is the file’s creation date.
- 1.20 The file will contain a header as below:

REPORT - Notification of Change of Name for New Zealand Born Applicants

Report Date: *dd/mm/yy*

Birth Registrations for *dd/mm/yyyy – dd/mm/yyyy*

Surname at birth | First name at birth | Former Surname or family name | Former First or given names | New surname or family names | New First or given names | Full residential address | Birth Date

- 1.21 The next line of the file, following the header in clause 1.18 shall be in the following format:

Label/name	Data type	Mandatory	Description
Surname at birth	String	Yes	Surname at birth
First name at birth	String	No	First name at birth
Former Surname or family name	String	Yes	Surname prior to this name change
Former First or given names	String	No	First name(s) prior to this name change
New Surname or family names	String	Yes	New surname
New First of given names	String	No	New first name(s)
Full residential address	String	Yes	Current residential address
Birth Date	Date	Yes	Date of birth (dd/mm/yyyy)

- 1.22 The list of persons shall be followed by a footer as follows:

<number of records> records processed.

## Notification of Change of Name – Non-New Zealand Born Applicants file

- 1.23 The electronic file will be in a pipe-delimited format.
- 1.24 The file name will be conelectorsyyyymmdd where yyyymmdd is the file's creation date.
- 1.25 The file will contain a header as below:

REPORT - Notification of Change of Name for Non-New Zealand Born Applicants

Report Date: *dd/mm/yy*

CON Registrations for *dd/mm/yyyy – dd/mm/yyyy*

Surname at birth | First name at birth | Former Surname or family name | Former First or given names | New surname or family names | New First or given names | Full residential address | Birth Date

- 1.26 The next line of the file, following the header in clause 1.23 shall be in the following format:

Label/name	Data type	Mandatory	Description
Surname at birth	String	Yes	Surname at birth
First name at birth	String	No	First name at birth
Former Surname or family name	String	Yes	Surname prior to this name change
Former First or given names	String	No	First name(s) prior to this name change
New Surname or family names	String	Yes	New surname
New First of given names	String	No	New first name(s)
Full residential address	String	Yes	Current residential address
Birth Date	Date	Yes	Date of birth (dd/mm/yyyy)

- 1.27 The list of persons shall be followed by a footer as follows:

<number of records> records in total.

**Commission's Responsibilities:**

- 1.28 The files will be retrieved from DIA's SFTP server by the Commission each working day using an automated system process.
- 1.29 The files will be imported into the Commissions system with individual lines split into distinct records for processing.
- 1.30 In the case where the Commission identifies or perceives anomalies with the files or data provided, the Commission will notify DIA as to the nature of the issues found.
- 1.31 Each record can be processed against an elector or discarded for no further action.
- 1.32 Once the file has been imported into the Commission's systems the original file on DIA's SFTP server will have its filename appended with '.processed' to signify it has been imported.
- 1.33 After files have been imported they are stored in an archive directory on the system application server for 21 days before being deleted.

## SCHEDULE 2 – RELEVANT PROVISIONS OF THE ELECTORAL ACT

### 92 Notification of death of registered elector

- (1) The Registrar-General appointed under section 79(1) of the Births, Deaths, Marriages, and Relationships Registration Act 1995 must, as soon as is reasonably practicable after the registration of the death of any person of or over the age of 17 years, notify the information described in subsection (2) to the Electoral Commission.
- (2) The information referred to in subsection (1) is the fact of the death, together with any particulars known to the Registrar-General appointed under section 79(1) of the Births, Deaths, Marriages, and Relationships Registration Act 1995 that may be required to enable the Electoral Commission—
  - (a) to determine the electoral district in which the deceased person resided; and
  - (b) to take appropriate steps in relation to the roll and other records.

### 93 Notification of marriages and civil unions

- (1) In this section, Registrar-General means the Registrar-General appointed under section 79(1) of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
- (2) As soon as is reasonably practicable after the registration of a marriage under Part 7 of the Births, Deaths, Marriages, and Relationships Registration Act 1995, or the registration of a civil union under Part 7A of that Act, the Registrar-General must provide to the Electoral Commission the following information in respect of each of the parties to the marriage or civil union:
  - (a) full name;
  - (b) date of birth;
  - (c) usual residential address;
  - (d) date of marriage or civil union.
- (3) Subsection (4) applies if a party to the marriage or civil union is—
  - (a) registered as an elector of any district; or
  - (b) a person who has applied under section 82(2) for registration as an elector.
- (4) The Electoral Commission must—
  - (a) send to the party to the marriage or civil union a notice asking for details of any changes resulting from the marriage or civil union that may be required to the name, address, and occupation under which he or she is registered on the roll; and
  - (b) if a change is required, amend the roll in accordance with the details supplied.
- (5) If an amendment to the roll is required under subsection (4) and the amendment does not appear on the main or supplementary roll printed for any election, the person is, if otherwise qualified, entitled to vote at the election under his or her former name as it appears on the roll.

#### **94 Notification of change of name**

- (1) This section applies if a person registers a change of his or her name under section 21B of the Births, Deaths, Marriages, and Relationships Registration Act 1995.
- (2) The Registrar-General appointed under section 79(1) of the Births, Deaths, Marriages, and Relationships Registration Act 1995 must provide to the Electoral Commission the following information for the purposes of determining whether any change is required to the name and address under which that person is registered on the roll:
  - (a) the old name and the new name of the person; and
  - (b) the person's date of birth; and
  - (c) the person's full residential address.

MOU and Novation Agreement

Between

**THE MINISTRY OF JUSTICE**

and

**ELECTORAL COMMISSION**

and

**NEW ZEALAND POST**

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**MEMORANDUM OF UNDERSTANDING and NOVATION AGREEMENT**

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## MEMORANDUM OF UNDERSTANDING and NOVATION AGREEMENT

### PARTIES

- The Ministry of Justice (the "Agency").
- The Electoral Commission, an Independent Crown Entity established under section 4B of the Electoral Act 1993 (the "Commission").
- New Zealand Post Limited, (company number 315766) having its registered office at Level 12, New Zealand Post House, 7 Waterloo Quay, Wellington 6011 ("NZ Post").

### BACKGROUND

- A. The Chief Executive of NZ Post is statutorily appointed the Chief Registrar of Electors ("Chief Registrar") under section 21 of the Electoral Act 1993.
- B. On 1 July 2012 the office of the Chief Registrar is abolished and statutory responsibility for all functions of the Chief Registrar (the "Enrolment Functions") transfer to the Commission in accordance with the Electoral (Administration) Amendment Act 2011.
- C. The Commission has entered into a contract with NZ Post (the "Contract") under which NZ Post will carry out the Enrolment Functions under statutory delegation from the Commission.
- D. The Agency and NZ Post are parties to the Information Provision Agreement(s) as attached in Schedule 1 of this Agreement (the "IPA"), for the provision of information as provided in Part 5 of the Electoral Act and other related legislation.
- E. The Parties acknowledge that the IPA will expire when statutory responsibility for the Enrolment Functions transfers from NZ Post to the Commission.
- F. The Commission and the Agency wish for the Commission to assume NZ Post's rights and obligations under the IPA in order that the IPA can continue to have effect.
- G. The Agency further acknowledges that the Commission intends to delegate its functions under the IPA to NZ Post.
- H. The Parties have therefore agreed to enter into this Memorandum of Understanding and Novation Agreement ("Agreement").

In consideration of the respective obligations of the Parties under this Agreement, it is agreed as follows:

## 1. INTERPRETATION

1.1 **Definitions** – The following definitions apply in this Agreement, unless the context otherwise requires:

**Agency** means the Ministry of Justice;

**Agreement** means this Memorandum of Understanding and Novation Agreement;

**Chief Registrar** means the Chief Registrar of Electors appointed under section 21 of the Electoral Act 1993;

**Commission** means the Electoral Commission, an Independent Crown Entity established under section 4B of the Electoral Act 1993;

**Contract** means a contract between the Commission and NZ Post, under which NZ Post will carry out the Enrolment Functions under statutory delegation from the Commission;

**Enrolment Functions** mean the statutory responsibilities of the Chief Registrar which transfer to the Commission on 1 July 2012 in accordance with the Electoral (Administration) Amendment Act 2011;

**IPA** means one or more Information Provision Agreements between the Agency and NZ Post, for the provision of information as provided in Part 5 of the Electoral Act and other related legislation, as are attached in Schedule 1 of this Agreement;

**NZ Post** means New Zealand Post Limited, (company number 315766) having its registered office at Level 12, New Zealand Post House, 7 Waterloo Quay, Wellington 6011;

**Novation Date** means 1 July 2012; and

**Parties** means the Agency, the Commission, and NZ Post.

1.2 **General** – In this Agreement, unless the context otherwise requires:

- (a) reference to NZ Post in respect of any IPA includes a reference in such an IPA to the Chief Registrar, the Electoral Enrolment Centre, or the EEC .

## 2. NOVATION OF EXISTING IPA

2.1 With effect on and from the Novation Date, the Commission:

- (a) will be substituted for NZ Post under the IPA as if the Commission had originally been a party to the IPA instead of NZ Post, and all references in the IPA to NZ Post will be read and construed as if they were references to the Commission;
- (b) will assume all the obligations and liabilities of NZ Post under the IPA as fully and effectively in all respects as if the Commission had originally been a party to the IPA instead of NZ Post; and
- (c) will enjoy all the rights and benefits of NZ Post under the IPA as fully and effectively in all respects as if the Commission had originally been a party to the IPA instead of NZ Post.

2.2 With effect on and from the Novation Date, the Agency:

- (a) releases and discharges NZ Post from all obligations and liabilities in respect of the IPA in so far as such obligations and liabilities arise on and after the Novation Date;
- (b) accepts the liability of the Commission in lieu of the liability of NZ Post in respect of obligations and liabilities arising on and after the Novation Date; and
- (c) is bound by the terms of the IPA in every way on and from the Novation Date as if the Commission had originally been a party to the IPA instead of NZ Post.

2.3 For the avoidance of doubt:

- (a) with effect on and from Novation Date, NZ Post surrenders all rights and benefits under the IPA;
- (b) nothing in this Agreement will prevent NZ Post from enjoying all the rights and benefits NZ Post had, or will release NZ Post from any claims, liabilities or obligations, under the IPA in respect of the period prior to the Novation Date; and
- (c) the novation effected pursuant to this clause 2 shall be irrevocable notwithstanding any termination of this Agreement.

### **3. DELEGATION TO NZ POST**

3.1 Despite any prohibition on assignment or subcontracting in the IPA, the Parties acknowledge and agree that on and from the Novation Date, the Commission will delegate its functions under the IPA to NZ Post.

3.2 Except for the matters reserved to the Commission in Schedule 2 of this Agreement the Agency will in the first instance deal directly with NZ Post in respect of all matters under the IPA and NZ Post will in the first instance exercise, on behalf of the Commission, all rights and obligations of the Commission under the IPA.

- 3.3 Nothing in this Clause 3 affects the rights and obligations of the Commission under this Agreement.
- 3.4 Nothing in this Agreement affects the Contract, including the rights of the Commission and NZ Post to vary or terminate the Contract.
- 3.5 The Commission will promptly notify the Agency of any variation to the Contract materially affecting this Agreement or of termination of the Contract.
- 3.6 NZ Post will cease to be a Party to this Agreement for the purposes of this clause 3, and all rights and obligations of NZ Post under this clause 3 will terminate, if, and from the date that, the Contract is terminated or is varied to exclude NZ Post providing or receiving enrolment information on behalf of the Commission.

#### **4. TERM AND VARIATION OF IPA**

- 4.1 Despite any provision to the contrary in the IPA, the IPA is deemed to be and to remain in force between the Agency and the Commission from the Novation Date until the earlier of:
- (a) the IPA being terminated in accordance with its terms, or superseded by a new provision agreement between the Agency and the Commission;
  - (b) this Agreement being terminated in accordance with Clause 5 of this Agreement; or
  - (c) the Electoral Act 1993 or other related legislation no longer providing for the relevant provision of information between the Agency and the Commission.
- 4.2 On and from the Novation Date, the IPA is varied as set out in Schedule 2 of this Agreement. For the avoidance of doubt, it is recorded that the Parties may agree further variations to the IPA as provided for in the IPA.

#### **5. TERM AND VARIATION OF AGREEMENT**

- 5.1 This Agreement commences on the Novation Date.
- 5.2 The Agency and the Commission may, by agreement in writing, vary or terminate this Agreement.
- 5.3 In addition, this Agreement will:
- (a) cease to apply to any IPA where the Agency and/or the Commission have terminated the IPA as provided for in Clause 4 of this Agreement; and
  - (b) terminate when all IPAs have been terminated as provided for in Clause 4 of this Agreement.

**6. DISCUSSIONS AND DISPUTE RESOLUTION IN RELATION TO THIS AGREEMENT**

- 6.1 The Parties will meet and discuss in good faith any issues of significant concern to one of the Parties, and any disputes between them, arising out of this Agreement.
- 6.2 Until the disagreement has been resolved the Parties shall continue to perform their obligations under this Agreement.

**7. ADDRESS FOR NOTICES**

- 7.1 Address for notices under this Agreement:

**The Ministry of Justice**  
Vogel Centre  
19 Aitken Street  
Thorndon  
Wellington  
Attention: [REDACTED]  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]@justice.govt.nz

**Electoral Commission**  
Level 9  
17 – 21 Whitmore Street  
P O Box 3220  
Wellington 6140  
Attention: [REDACTED]  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]@elections.govt.nz

**New Zealand Post Limited**  
Level 12  
7 Waterloo Quay  
Wellington 6011  
Private Bag 39990  
Wellington Mail Centre  
Lower Hutt 5045  
Attention: [REDACTED]  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]@elections.org.nz  
Cc  
Attention: Group Legal Counsel,  
New Zealand Post Ltd  
Telephone: [REDACTED]  
Facsimile: [REDACTED]  
Email: [REDACTED]@nzpost.co.nz

- 7.2 The Addresses at Clause 7.1 apply for the purposes of the IPA, except as specified below:  
nil
- 7.3 The Parties will promptly notify each other in writing of any change to the Addresses.

**SIGNATURES**

<b>For The Ministry of Justice</b>	<b>Witnessed by:</b>
Signature: 	
Name: John Ryan	
Position: Deputy Chief Executive and Chief Operating Officer	E.A. TO DCE
Date: 17/8/2012	17/8/2012

<b>For the Electoral Commission</b>	<b>Witnessed by:</b>
Signature: 	
Name: Robert Peden	Deirdre Brookes
Position: Chief Electoral Officer	Manager Statutory Relationships
Date: 20/8/2012	20/8/12

<b>For New Zealand Post Limited</b>	<b>Witnessed by:</b>
Signature: 	
Name: Bob Chandler	Teri Ansell
Position: Informational Services Manager	Manager Corporate Services
Date: 21/8/2012	21/8/12

## Schedule 1

### The Information Provision Agreements (appended):

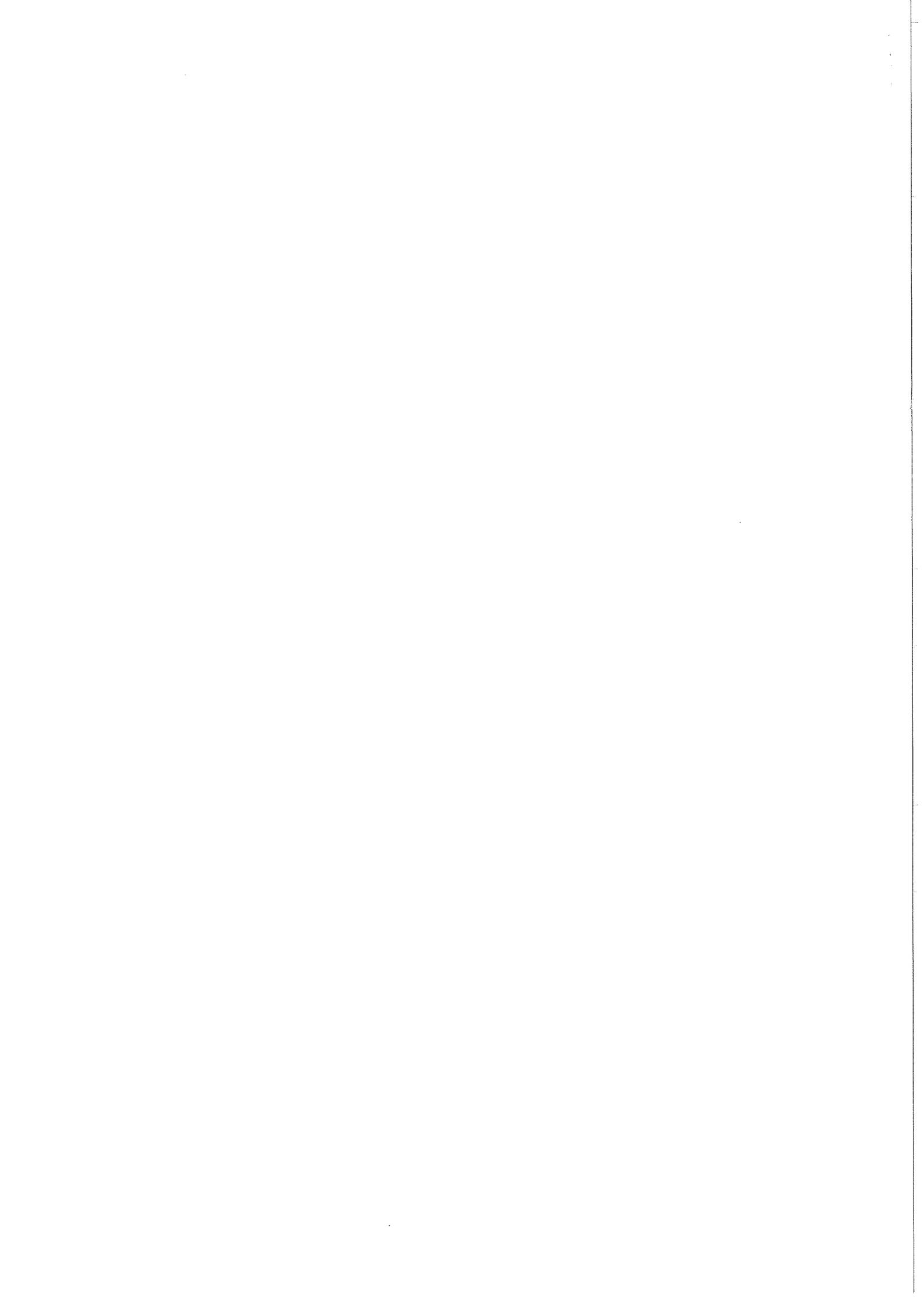
IPA Title	Date of IPA	Information Subject
A. Service Level Agreement between Department for Courts and Electoral Enrolment Centre of New Zealand Post Limited	30 May 2000	Provision of jury lists by the Electoral Enrolment Centre of New Zealand Post Limited to the Department for Courts

## Schedule 2

a) IPA A:

Clause	Variation to the IPA:

Clause	Matters reserved to the Commission:
	Variation of terms
	Termination



**SERVICE LEVEL AGREEMENT**  
**Between**  
**DEPARTMENT FOR COURTS**  
**And**  
**ELECTORAL ENROLMENT CENTRE OF NEW ZEALAND POST**  
**LIMITED**

**For the provision of jury lists**

The following document sets out an agreement between the Department for Courts (the Department) and the Electoral Enrolment Centre of New Zealand Post Limited (EEC) for the provision of jury lists from the EEC to the Department.

**1 Requesting jury lists**

The Department for Courts will request jury lists from the EEC on up to a quarterly basis for all courts. Jury lists will be provided on the last business day at the end of March, June, September and November with the request being forwarded two weeks in advance. In some years the timing of the jury list requests may change to allow for enrolment campaigns conducted by the EEC (e.g. in an election year)

Requests will be in writing and will contain the:

- \* Court name
- \* Jury district number (as determined by Statistics NZ),
- \* Number of names required on each list
- \* Contact name
- \* Physical address for delivery of CD-ROM

The request for jury lists may be forwarded by e-mail.

**2 Forwarding jury lists**

The EEC will provide jury lists on CD-ROM in a form as agreed with the Department for Courts. (See appendix 1).

Prior to sending the lists the EEC will advise the Department by e-mail that the CD has been sent. The CD will be sent by courier to the Department. The Department will acknowledge receipt of the CD by e-mail to the EEC.

**3 Invoicing**

The EEC will invoice the Department within 10 days of forwarding the lists. The Department will ensure invoices are paid by the 20<sup>th</sup> of the month following the invoice. The fee for providing jury lists will be as set out in the Electoral Regulations 1996. At the time of signing this agreement the fee is \$412 for supplying all jury lists requested in each order.

**4 Printed jury lists**

In the event of a system problem or other reason, the Department may require a list in printed form for any or all jury districts. If this should occur the Department will advise the EEC of the jury district number concerned. The EEC will then provide the Print file for that district. The file will be provided within 2 days of the request.



It will be the responsibility of the Department to arrange for printing of the file and supplying to the relevant Registrar of Courts.

## **5 New or changed jury districts**

For any new jury district or changes to a jury district that are required by the Department in the future, the process as detailed below will be followed:

- \* The Department will determine the meshblock numbers that fall within 30K travelling distance from Courthouse.
- \* The Department will supply the list of meshblock numbers to Statistics NZ
- \* Statistics NZ map meshblocks to ensure accuracy.
- \* Statistics load new and or changed data onto Meshblock/Streets file.
- \* EEC will receive updated Meshblock/Streets file from Statistics NZ.
- \* EEC will load new file into Electoral computer system and extract jury lists.

The Department will be responsible for co-ordinating and liaising with relevant organisations to ensure all parties are agreeable to timings etc.

## **6 Disputes resolution**

Any disputes arising under this agreement will, in the first instance, be resolved by discussion between the representatives of each organisation. If the representatives are unable to resolve the dispute it will be referred to the National Manager EEC and Chief Operating Officer Courts for resolution.

## **7 Review and monitoring**

This agreement will be reviewed annually to ensure the agreement reflects the needs of both parties.

The agreement can be varied either at the annual review or at any other time if required. Any such variation will be by agreement of both parties.

A list of contact names will be maintained and kept updated by both parties, for reference by both parties.

## **8 Communications**

Each agency will give as much notice as possible of any matters that will impact on the agreed arrangements.

This will include, but is not limited to, changes to jury districts, proposed legislation changes, notification of planned enrolment updates.

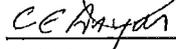
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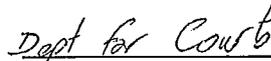
Executed as an agreement

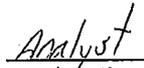
Signed by the Chief Operating Officer, Courts  
for the Department for Courts in the presence of:

  
signature  
  
name

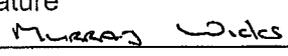
  
signature

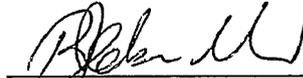
  
name

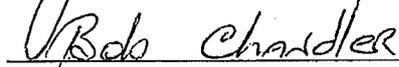
  
address

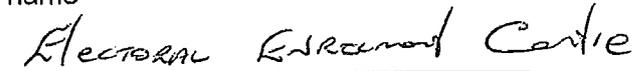
  
occupation

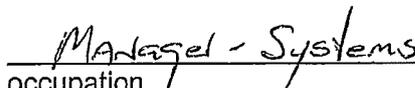
Signed by the National Manager EEC  
for the Electoral Enrolment Centre  
in the presence of:

  
signature  
  
name

  
signature

  
name

  
address

  
occupation

30 MAR 2000

## Jury Roll Data File Changes for Year 2000 compliance

### Data File Format

#### Key:

- \_An = Alphabetic field left padded to n characters with spaces
- An\_ = Alphabetic field right padded to n characters with spaces
- \_Nn = Numeric field left padded to n characters with spaces
- 0Nn = Numeric field left padded to n characters with zeroes
- 0Nn\* = Numeric field left padded to n characters with zeroes (spaces to n characters if field is blank)

#### Line 1: Report Header

- Report date (DD/MM/YYYY)
- Jury District No (\_N3)
- Jury District Name (A40\_)
- Requested number of Jurors (0N6) [New Line]

#### Juror Lines

- Juror Line Number (\_N5)
- Juror Surname (A25\_)
- Juror Sort Surname (A25\_)
- Juror Forenames (A35\_)
- Juror Dwelling Name (A35\_)
- Juror Flat Number (\_A5)
- Juror House Number (\_N5)
- Juror House Alphabetic (\_A1)
- Juror Street Name (A35\_)
- Juror Town Name (A25\_)
- Juror Town Name Post Code (\_N4)
- Juror Occupation (A12\_)
- Juror Date Of Birth (DD/MM/YYYY)
- Juror Postal Address Line1 (A35\_)
- Juror Postal\_address Line2 (A35\_)
- Juror Postal\_address Line3 (A35\_)
- Juror Postal\_address Line4 (A35\_)
- Juror Postal\_addr\_type Code (\_A1)
- Juror Postal\_town Name (A25\_)
- Juror Postal Post Code (0N4) \*
- Juror Title (A10\_)
- Juror Dwelling Name / Street Type Flag (\_A1)
- Juror Mesh Number (0N7)
- Juror Last Amend Date (DD/MM/YYYY)

Handwritten signature and initials in the bottom right corner of the page.

**Sample Output**

(Spaces have been replaced by \_)

15/03/1999010WELLINGTON			000002
1JUROR	JUROR		ANY_SAMPLE
		72_SOMEWHERE_STREET	
SEATOUN	6003WORKER	12/05/1954612_STATE_HIGHWAY_9	
	NMANGONUI	0557MR	N221130020/10/1998
2JUROR	JUROR		SOME_OTHER_SAMPLE
		118ASOMEOTHER_ROAD	
ROSENEATH	6001WORKER	07/12/1943654_RURAL_ROAD	
R_D_1			
	RNEW_PLYMOUTH	4621	N218610020/10/1998

Handwritten signature and initials in the bottom right corner of the page.



**Te Tari Taiwhenua  
Internal Affairs**

**Agency Confirmation Agreement**

**This Agreement is entered into under s10 of the Identity Information  
Confirmation Act 2012**

**Between**

**The Chief Executive of the Department of Internal Affairs**

**And**

**The Registrar-General of Births, Deaths and Marriages**

**And**

**The Electoral Commission**

## SCHEDULE 1

### PARTIES

This Agreement is made between:

**The Chief Executive** of the Department of Internal Affairs, 46 Waring Taylor Street, Wellington; and

**The Registrar-General** of Births, Deaths and Marriages, 120 Victoria Street, Wellington; and

**The Electoral Commission**, an Independent Crown Entity established under section 4B of the Electoral Act 1993. Level 10, 34-42 Manners Street, Wellington

### START DATE

17/10/2018

### BACKGROUND

1. The Confirmation Service allows an Agency to check, either directly or via an Intermediary, whether Identity Information provided to it by a customer is consistent with information recorded in the Applicable Databases to aid in its verification of the Individual's Identity.
2. Under s8 of the Identity Information Confirmation Act 2012 an Identity Information Check can only be carried out if the Agency or Intermediary is party to a confirmation agreement with the Responsible Officials.
3. The Confirmation Service cannot provide any assurance that the individual providing Identity Information to an Agency is who they claim to be. Rather, it checks whether the information provided is consistent with information held by the Responsible Officials in the births, citizenship, or passport databases. It is the responsibility of the Agency to establish that the information relates to the person who provided it.

**Purpose of this Agreement**

4. The purpose of this Agreement is to allow The Electoral Commission to undertake Identity Information Checks to confirm whether an Individual's Identity Information is consistent with information recorded in the Applicable Databases

**Applicable Databases to which this Agreement applies (tick)**

- Births
- Citizenship
- Passports

**Agreement Managers**

	<b>Responsible Officials' Agreement Manager</b>	<b>Agency Agreement Manager</b>
<b>Name:</b>	██████████	██████████
<b>Position:</b>	General Manager Partners and Products	National Manager Enrolment & Community Engagement
<b>Address:</b>	45 Pipitea St, Wellington New Zealand	Level 10, 34-42 Manners Street, Wellington
<b>Phone:</b>	██████████	██████████
<b>Email:</b>	██████████@dia.govt.nz	██████████@elections.govt.nz

**Addresses for Notices**

	<b>Responsible Officials' address</b>	<b>Agency address</b>
<b>Attention:</b>	██████████	██████████
<b>CC:</b>		
<b>Delivery address:</b>	45 Pipitea St, Wellington New Zealand	Level 10 34-42 Manners Street Wellington
<b>Postal address:</b>	PO Box 805 Wellington 6140 New Zealand	PO Box 3220 Wellington 6140
<b>Email address:</b>	██████████@dia.govt.nz	██████████@elections.govt.nz

**Address for invoices**

<b>Attention:</b>	Finance
<b>CC:</b>	
<b>Postal address:</b>	PO Box 3220 Wellington 6140
<b>Email address:</b>	██████████@elections.govt.nz

5. Identity Information Check (per Applicable Database, excluding Deaths) is as set out below:

<b>Tier</b>	<b>1</b>	<b>2</b>	<b>3</b>
<b>Annual Identity Information Check volume</b> (subject to clause 11 below)	0 to 100,000	100,001 to 250,000	250,001 +
<b>Charge per check</b>	\$██████████	\$██████████	\$██████████
<b>Credit note applied on Tier volume being exceeded</b>	\$15,000	\$15,000	n/a

6. Annual Identity Check Volumes are based on cumulative total volumes over the course of an annual period.

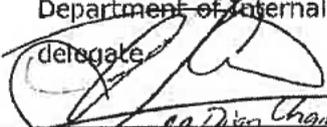
7. The Department will determine the tier that applies to the Agency in any annual period based on the volume of Identity Information Checks made by the Agency in the previous annual period. For example, if the Agency achieves 120,000 Identity Information Checks in the 2017/2018 Annual Period, then the Department may apply the Tier 2 charges from the commencement of the 2018/2017 Annual Period. Unless otherwise agreed, Tier 1 will apply during the first annual period under this Agreement.
8. Once a Tier's upper volume level is exceeded in the applicable annual period:
  - a. the unit Charge for subsequent Identity Information Checks Volumes is applied to further Identity Information Checks in that annual period; and
  - b. the Department will issue a credit note for the applicable amount specified in the above table.
9. The volumes of Identity Information Checks are reset to zero on the first day of any new annual period.
10. Where a credit note is issued under clause 8b above:
  - a. that credit note will be set-off against all valid Invoices and other liabilities of the Agency under this Agreement;
  - b. if this Agreement is terminated (other than under sections 57, 58 or 59 of Schedule 2), subject to 8a above the Department will pay the Agency the outstanding balance of any credit note as at the date of termination (if any); and
  - c. if this Agreement is terminated under sections 57, 58 or 59 of Schedule 2, all credit notes will be cancelled and the Department will have no obligation to make any payment in relation to any credit note.
11. If in relation to any annual period:
  - a. the Agency has been charged under Tier 2 or Tier 3 (the "**applied Tier**") from the commencement of that annual period in accordance with clause 7 above; and
  - b. at the end of that annual period the total volume of Identity Information Checks made in that annual period fall within the range of a lower Tier (the "**achieved Tier**"),

then, the Department will invoice the Agency, and the Agency will pay the Department, an amount equivalent to the difference between the total charges payable under that applied Tier and the total charges that would have been payable if the charges under achieved Tier had been applied in relation to that annual period.

12. For the purpose of calculating charges, the first annual period will be deemed to start on the Start Date and to end on the following 30 June (First Annual Period) and thereafter the annual period will commence on 1 July and end on 30 June of the following calendar year (or on expiry or termination of the Agreement, if sooner).

**EXECUTION**

**Signed by the Chief Executive,**  
Department of Internal Affairs or  
delegate

  
Signature Dian Chamberlain  
Acting GM, Te Pahi Marau

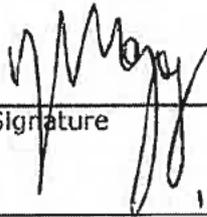
17/10/18  
Date

**Signed by The Electoral Commission**

  
Signature

5/10/18  
Date

**Signed by the Registrar-General,**  
Births, Deaths and Marriages

  
Signature

17/10/18  
Date

Mandy Bohle  
Name

Manager Enrolment  
Position & Community  
Engagement

## SCHEDULE 2

### TERM

1. This Agreement starts on the Start Date and will continue in force until terminated in accordance with its terms.

### PARTIES' OBLIGATIONS

2. The parties agree to:
  - a. act in accordance with this Agreement from the Start date;
  - b. act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other; and
  - c. discuss matters affecting this Agreement or the delivery of the Confirmation Service, whenever necessary; and
  - d. notify each other immediately of any actual or anticipated issues that could:
    - i. significantly impact on the services or the Charges; or
    - ii. receive media attention; and
  - e. comply with all applicable laws and regulations including, without limitation, the IIC Act and the Privacy Act 1993.

### Responsible Officials' obligations

3. The Responsible Officials will:
  - a. host and maintain the Confirmation Service;
  - b. provide the Confirmation Service connection to the point of the Confirmation Service Interface;
  - c. ensure that the Agency has access to the Shared Workspace; and
  - d. perform the Services with all due care, skill and diligence, employing techniques and methods of a high quality and standard, using suitably trained and qualified personnel who possess the requisite knowledge, skills, and experience.

### **Agency's obligations**

4. The Agency will:
  - a. co-operate with the Responsible Officials personnel in connection with their operation and safe-guarding of the Confirmation Service;
  - b. provide appropriate assistance, where reasonably requested by the Responsible Officials, in carrying out any audit of the Agency's use of the Confirmation Service or related systems or suppliers;
  - c. provide to the Responsible Officials, where reasonably requested, copies of documents relevant to the Confirmation Service, for example, the Agency's privacy or information security policy, and any evidence of their implementation;
  - d. advise the Responsible Officials promptly of any Confirmation Service anomalies, suspicious or unusual usage, or complaints and assist the Responsible Officials in the investigation of such anomalies, usage or complaints;
  - e. provide the Agency's connection to the Confirmation Service Interface and all elements of the Agency's system beyond the Confirmation Service Interface;
  - f. maintain the interface between the Agency's systems and the Confirmation Service Interface and ensure that the security and privacy of individuals is protected to the greatest extent practicable; and
  - g. notify the Responsible Officials of any network changes or certification renewals that may impact on any part of the Confirmation Service.

### **SERVICES**

5. The Services the Agency will connect to and use are:
  - a. the Confirmation Service.

### **USE OF THE CONFIRMATION SERVICE**

6. All Identity Information Checks must be carried out in accordance with this Agreement.

7. All Identity Information Checks must be carried out by an Agency only for the purposes stated in clause 4 in Schedule 1 of this Agreement.
8. The Agency must provide the Responsible Officials the information required by Appendix A to Schedule 2 of this Agreement to enable the Responsible Officials to assess whether it is appropriate to enter into an agreement with the Agency. The information provided is incorporated into this Agreement. If any of the information provided in Appendix A to Schedule 2 changes during the term of this Agreement, the Agency must give notice to the Responsible Officials within 5 Business Days of the change.

### **Integration**

9. The Agency must maintain certification as required in the Technical Agreement.

### **Users**

10. If the Agency's system requires a User to undertake Identity Information Checks or testing the Agency may provide its Users with access to the Confirmation Service. The Agency will only provide access to Users who require access to enable the Agency to carry out Identity Information Checks, or to carry out testing, in accordance with this Agreement.
11. The Agency must assign each User a User ID that enables the Responsible Officials to monitor each User's use of the Confirmation Service. The Agency must ensure:
  - a. the User ID is recorded in a way that enables the Agency to identify the person assigned that User ID;
  - b. each User accesses the Confirmation Service using only the User ID assigned to that User;
  - c. Users do not share access or disclose information that would enable another person to access the Confirmation Service;
  - d. Users are familiar with the terms of this Agreement; and
  - e. Users access the Confirmation Service in accordance with this Agreement.

12. The Responsible Officials may prevent any User from accessing the Confirmation Service if they suspect, on reasonable grounds, that the User has acted or might act in a manner contrary to this Agreement.
13. The Agency must remove a User's access to the Confirmation Service promptly if the User is no longer employed or engaged by the Agency, or no longer requires access on behalf of the Agency.

#### **Obtaining Individual's consent**

14. Before an Agency undertakes an Identity Information Check on an individual the Agency must obtain the Individual's consent.
15. Consent may be obtained from the individual on a one-off basis for each Identity Information Check or on an ongoing basis for a series of Identity Information Checks.
16. The Individual may withdraw consent before an Identity Information Check is carried out, or any further Identity Information Checks are carried out if consent is given on an ongoing basis.
17. An Identity Information Check must not be carried out if the individual has not consented, or if consent has expired or been withdrawn.
18. Before an Agency undertakes an Identity Information Check, the Agency must give the Responsible Officials an assurance that the Individual's consent has been obtained. The Responsible Officials will not perform an Identity Information Check until such an assurance is received.

#### **Withdrawal of consent**

19. The Agency must provide a reasonably accessible means to enable an individual to withdraw his or her consent for an Identity Information Check. An individual who consents to an Identity Information Check may withdraw the consent before:
  - a. the check is carried out, in the case of a consent given on a one-off basis;
  - or

- b. all of the checks, or any further checks, are carried out, in the case of a consent given on an ongoing basis.

#### **Expiry of consent**

- 20. If an individual gives his or her consent to undertake checks on an ongoing basis, the Agency must treat that consent as having expired if:
  - a. the individual ceases to be a customer of the Agency; or
  - b. If 12 months has elapsed since the date on which consent was given.

#### **Alternative process**

- 21. The Agency must offer individuals an alternative process to confirm their Identity if an Individual's Identity Information cannot be confirmed using the Confirmation Service because, for example, there is no information recorded in an Applicable Database about the Individual, or the Individual has not given his or her consent to an Identity Information Check.
- 22. The alternative process must include the ability for the Individual to provide Identity documents directly to the Agency.

#### **Adverse action**

- 23. If the result of an Identity Information confirmation check causes, in whole or in part, an Agency to take adverse action against an individual, the Agency must:
  - a. give the individual a reasonable opportunity to make submissions or to be heard; and
  - b. take any submissions into account before taking adverse action, including undertaking an Identity Information Check, or alternative Identity check, on any further Identity Information the individual provides.

#### **IDENTITY INFORMATION CHECKS**

- 24. On receiving the individual's Identity Information from the Agency, the Confirmation Service will carry out a search of the Applicable Databases

selected by the Agency in Schedule 1 for any recorded information about the individual.

25. If it is impracticable for the Confirmation Service to carry out a search of any or all of the Applicable Databases for any reason, the Confirmation Service will advise the Agency that the Identity Information Check cannot be processed and may ask the Agency to resubmit the Individual's Identity Information.
26. After carrying out an Identity Information Check, the Confirmation Service will provide the Agency one, or a combination, of the following results:

Applicable Database	Births	Deaths	Passports	Citizenship
	Consistent		Consistent	Consistent
	Not Consistent		Not Consistent	Not Consistent
	Exception		Exception	Exception
	Exception - name change information exists for this individual		CAN - Travel document status has been cancelled. A newer travel document may have been issued	Exception - Individual is no longer a NZ Citizen
	Exception - individual is recorded as deceased	Exception - individual is recorded as deceased	EXP - Travel document is not valid for travel	
			LSS / LST / STL - Travel document is not a valid document	

27. No additional information about an individual beyond the results outlined in clause 26 will be provided to the Agency.
28. The Agency must ensure that all information obtained by an Identity Information Check (and any backup archives of the information) in its possession or control from time to time is kept secure, managed, protected, and disclosed or otherwise dealt with in accordance with the Privacy Act 1993, the IIC Act and the terms of this Agreement. Without limiting the foregoing, the Agency must not transfer, distribute or on-sell (in any form) information obtained by an Identity Information Check or any extract, subset, analysis, summary, table or other collation or modified version outside the control of the Agency, and shall not use the information to support any non-solicited marketing or to build any derivative or competing services.
29. Subject to clause 30, the Agency must ensure that the results of an Identity Information Check provided under clause 26 are accessible by only its Users. The Agency must ensure no other person, including the individual who is the subject of the Identity Information Check, can directly access the results of an Identity Information Check.
30. The Responsible Officials may approve the Agency to provide direct access to the results of an Identity Information Check to people beyond those set out in clause 29, if the Responsible Officials determine it is appropriate to do so.

#### **PROTECTION OF CONFIDENTIAL INFORMATION**

31. Subject to clauses 32, 33, and 34, each party will treat as confidential and not disclose to any third party nor use for its own or another's benefit (other than for the purposes of this Agreement), any Confidential Information that is the Confidential Information of any other party.
32. A party may disclose Confidential Information:
  - a. if that information was known, or becomes known, to the public through no act or default of the party;
  - b. that the party is required to disclose:
    - i. by court order, law, any Minister of the Crown or any Parliamentary office or body; or

- ii. under the rules of any stock exchange or by the Reserve Bank of New Zealand, so long as the party provides written notice to the other parties of the required disclosure promptly upon receipt of notice of the required disclosure or (in the case of an existing requirement) a reasonable time before complying with the requirement (to the extent it is permitted to do so by law);
  - c. that was lawfully known to the party prior to the date it was received;
  - d. that becomes available to the party from a source other than another party to this Agreement provided that the recipient has no reason to believe the source is itself bound by an obligation of confidence to the person that disclosed that information or is otherwise prohibited under law from disclosing the information;
  - e. that has been or is independently developed by the party;
  - f. to any professional adviser for the purposes of rendering professional services to a party and in relation to this Agreement;
  - g. to the extent that such disclosure is authorised by this Agreement;
  - h. in accordance with the Privacy Act 1993; or
  - i. if such disclosure is approved for release with the prior written consent of the party from whom the Confidential Information is first received.
33. The Agency may disclose the Responsible Officials' Confidential Information to its personnel and to its professional advisers who need to know the same for the sole purpose of enabling the Agency to perform its obligations and exercise its rights under this Agreement. The Agency will ensure that its Personnel are aware of and comply with the confidentiality obligations in this Agreement.
34. The Responsible Officials may disclose the Agency's Confidential Information to its personnel, its service providers (including potential service providers) who need to know the same in connection with the operation and management of the Confirmation Service and this Agreement, or the Privacy Commissioner, and the Responsible Officials will ensure that their personnel are aware of and comply with confidentiality obligations in this Agreement.
35. Neither party may disclose the other party's Confidential Information to any contractor or subcontractor of a party unless the relevant contractor or subcontractor has given a written confidentiality undertaking to the disclosing party. All such undertakings from third parties must be provided to the other

party to this Agreement on request.

36. The Responsible Officials may publish the standard template form of this Agreement, with or without redaction and in any form, including on any website or workspace. To avoid doubt, such publication shall not include disclosure of commercially sensitive Information relating solely to the Agency.

#### **SECURITY BREACH**

37. If a party becomes aware or suspects that any unauthorised person has obtained, attempted to obtain, or may obtain access to the Confirmation Service or any Confidential Information or has used or attempted to use the Confirmation Service or any Confidential Information for purposes not authorised or permitted by the terms of this Agreement:
  - a. that party will immediately notify the other party;
  - b. the Responsible Officials may notify the Government Chief Privacy Officer;
  - c. the Responsible Officials will notify the Privacy Commissioner in all situations where the Government Chief Privacy Officer is notified;
  - d. the Agency will take such steps as are available to it to identify those unauthorised persons, to recover the Confidential Information from those persons and to comply with the Responsible Officials' directions; and
  - e. where such actual, attempted or potential access or such use or attempted use was caused by the Agency or any subcontractor, the Agency must, after consultation with the Responsible Officials, make such changes to its operations (at its own cost) that are necessary to prevent, as far as is practicable, the occurrence of the same or similar breaches of security in the future.
38. In the event of an actual or potential serious threat to, or breach of the security of, the Confirmation Service or Confidential Information, the Responsible Officials or the Agency may take such further action as that party considers necessary.
39. The Agency acknowledges the importance of safeguarding individuals' personal information and enabling the Responsible Officials and the Agency to comply with the Privacy Act 1993, the Privacy Breach Guidelines, and the IIC Act.

## **CHARGES**

40. The Agency will pay the Charges. The Charges exclude GST.
41. A separate Charge applies to an Identity Information Check in each Applicable Database, excluding the Deaths Applicable Database.
42. Charges for Identity Information Checks will start when the Agency begins undertaking Identity Information Checks in the production environment.
43. The Department will invoice the Agency monthly in arrears for Services delivered during that month. The Agency must pay the Charges within one month of receiving an invoice.
44. If the Agency disputes any invoice, or portion of any invoice, the Agency must notify the Department within 10 Business Days of receiving the invoice. The Agency must pay any portion of the invoice that is not in dispute. The Agency may withhold payment of the disputed portion until the dispute is resolved.
45. The Department may vary any Charge or any aspect of the method used for calculating any Charge (as set out in Schedule 1) by giving 20 Business Days' Notice to the Agency. If the Agency undertakes an Identity Information Check following the 20 Business Day Notice period, it will be deemed to have accepted the variation to the Charge or Charges.

## **INTELLECTUAL PROPERTY**

46. All Confirmation Service Intellectual Property, together with all modifications, adaptations or developments to, or based on, it (whether made by the Responsible Officials or not) is and remains the property of the Responsible Officials or their licensors and the Agency will obtain no rights or interests in the Confirmation Service Intellectual Property (or any component of it) except as provided in clause 47.
47. The Responsible Officials grant to the Agency a royalty-free, worldwide, non-exclusive licence for the term of this Agreement to enable the Agency to access, possess, store and use the Confirmation Service Intellectual Property,

which is required for the Agency to use the Services in accordance with this Agreement.

48. All Agency Intellectual Property, together with all modifications, adaptations or developments to, or based on, it made by the Agency or its agents is and remains the property of the Agency, and the Responsible Officials will obtain no rights or interests in the Agency Intellectual Property (or any component of it) except as provided in this clause 48.
49. The Agency grants to the Responsible Officials a royalty-free, worldwide, non-exclusive licence to access, possess, store, use and reproduce the Agency Intellectual Property, as the Responsible Officials may reasonably require to provide the Confirmation Service or perform their obligations under this Agreement. All Intellectual property rights in such modifications, adaptations or developments made by the Responsible Officials (or its nominee) to the Agency Intellectual Property shall vest in the Agency upon their creation.

#### **DISPUTES**

50. The parties agree to use their best endeavours to resolve any dispute that may arise under this Agreement, using the following process:
  - a. a party must give Notice to the other if it considers a matter is in dispute
  - b. the Agreement Managers will attempt to resolve the dispute through direct negotiation
  - c. If the Agreement Managers have not resolved the dispute within 10 Business Days of Notice, they will refer it to the parties' senior managers for resolution
  - d. If the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
51. If a dispute is referred to mediation, the mediation will be conducted:
  - a. by a single mediator agreed by the parties or if they cannot agree, appointed by the Chair of LEADR NZ Inc.
  - b. on the terms of the LEADR NZ Inc. standard mediation agreement, and at a fee to be agreed by the parties or if they cannot agree, at a fee determined by the Chair of LEADR NZ Inc.

52. Each party will pay its own costs of mediation or alternative dispute resolution under clause 50.

## **SUSPENSION AND TERMINATION**

### **Suspension**

53. The Responsible Officials may suspend the Agency's access to the Confirmation Service if the Agency's connection adversely affects the Confirmation Service or any other person's use of the Confirmation Service.
54. The Responsible Officials will, where practicable, provide reasonable notice of any suspension. If the Responsible Officials suspend access to the Confirmation Service, both parties will work collaboratively to enable the Responsible Officials to restore access as soon as possible.
55. The Responsible Officials may suspend the Agency's access to the Confirmation Service if:
- a. the Agency has failed to pay any Charges by the due date for payment of those Charges, and
  - b. the Responsible Officials gives the Agency notice of the non-payment, and
  - c. the Agency fails to pay those charges within 20 Business Days of such notice.
56. The Agency may, acting reasonably, suspend its own access to the Confirmation Service if the connection to the Confirmation Service adversely affects the Agency's own services or systems. The Agency will, where practicable, provide reasonable notice of any such suspension. If the Agency does suspend access, both parties will work collaboratively to enable the Agency to restore access as soon as possible.

### **Termination**

57. The Responsible Officials may terminate this Agreement immediately if the Agency fails to pay Charges within 20 Business Days following suspension under clause 55.

58. The Responsible Officials may terminate this Agreement immediately if satisfied that it is no longer appropriate to continue with the Agreement, having regard to:
- a. the nature of the Agency's undertaking or activity and whether the Agency has a genuine need to use the Confirmation Service in carrying out that undertaking or activity; or
  - b. the Agency's policies and practices in relation to the security of Information and the privacy of Individuals.
59. The Responsible Officials may terminate this Agreement immediately, by giving Notice, if the Agency:
- a. becomes bankrupt or Insolvent
  - b. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
  - c. becomes subject to any form of external administration
  - d. ceases for any reason to continue in business
  - e. does something or fails to do something that, in the Responsible Officials' opinion, results in damage to the Responsible Officials' reputation or business or the reputation or business of the Crown
  - f. has a Conflict of Interest that in the Responsible Officials' opinion is so material as to impact adversely on the Responsible Officials or the Crown, or
  - g. provides information to the Responsible Officials that is misleading or Inaccurate in any material respect.
60. If a decision is made that the Responsible Officials will no longer provide some or all of the Confirmation Service, the Responsible Officials may terminate this Agreement in whole or in part by giving 90 days' prior written notice to the Agency.
61. The Agency may terminate this Agreement by giving 60 days' Notice to the Responsible Officials.
62. The Responsible Officials may terminate this agreement immediately, by giving Notice, if the Agency has breached, or is likely to breach, the Agreement. This clause is subject to clause 63.

63. If an Agency breaches, or is likely to breach, this Agreement (defaulting party) and the Responsible Officials reasonably believe that the failure can be remedied or avoided, the Responsible Officials must give a Notice (default Notice) to the Agency.
64. A default Notice must state:
- a. the nature of the failure or likely failure
  - b. what is required to remedy or avoid it, and
  - c. the time and date by which it must be remedied or avoided.
65. The period allowed to remedy or avoid the failure must be reasonable given the nature of the failure or likely failure.
66. If the Agency does not remedy or avoid the failure or likely failure as required by the default Notice, the Responsible Officials may terminate this Agreement immediately by giving a further Notice.
67. If the Responsible Officials give a default Notice to an Agency, the Responsible Officials may withhold Identity Information Checks until the failure or likely failure is remedied or avoided as required by the default Notice.

#### **Consequences of termination or expiry**

68. On termination or expiry of this Agreement, the Agency must, if requested by the Responsible Officials, immediately return or securely destroy all Confidential Information and other material or property belonging to the Responsible Officials.
69. The termination or expiry of this Agreement does not affect those rights of each party which accrued prior to the time of termination or expiry, or relate to any breach or failure to perform an obligation under this Agreement that arose prior to the time of termination or expiry.
70. If this Agreement is terminated, the Agency :

- a. will only be liable to pay Charges that were due for Identity Information Checks or other services delivered before the effective date of termination, and
- b. may recover from the Responsible Officials, or set off against sums due to the Responsible Official, any Charges paid In advance that have not been incurred.

71. On termination or expiry of this Agreement the clauses that by their nature should remain in force do so, including clauses 28, 31, 32, 34, 35, 36, 40, 41, 42, 43, 44, 45, 47, 48, 50, 51, 52, 68, 69, 70, 71, 92, 93, and 94.

### **EXTRAORDINARY EVENTS**

72. Neither party will be liable to the other for any failure to perform its obligations under this Agreement where the failure is due to an Extraordinary Event.
73. A party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event
  - b. the extent of that party's inability to perform under this Agreement
  - c. the likely duration of that non-performance, and
  - d. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of the obligations.
74. If the Agency, acting reasonably, requires the Confirmation Services to be supplied during the period affected by an Extraordinary Event, then despite clause 64, the Agency may terminate this Agreement immediately by giving Notice.
75. If a party is unable to perform any obligations under this Agreement for 20 Business Days or more due to an Extraordinary Event, the other party may terminate this Agreement immediately by giving Notice.

### **VARIATION**

76. This Agreement may be varied by further agreement between the parties.

77. A variation must be agreed by all parties and recorded in writing and signed by all parties. This clause is subject to clauses 45, 78 and 79.
78. The Responsible Officials may vary this Agreement at any time on 20 Business Days' Notice if a new term or condition is required by legislation. If the Agency undertakes an Identity Information Check following the 20 Business Day Notice period, it will be deemed to have accepted the variation.

**Consultation with Privacy Commissioner about variation**

79. If the parties propose to vary this Agreement to contain new or amended terms or conditions that are materially different from the standard terms or conditions, the Responsible Officials must consult the Privacy Commissioner about those terms or conditions before varying the Agreement.
80. The requirement to consult the Privacy Commissioner under clause 79 does not apply if the variation relates to:
- a. the Charges payable under this Agreement or the method of calculating those charges; or
  - b. terms or conditions that are minor or incidental in nature.
81. The Privacy Commissioner may, at intervals not shorter than 12 months, require the Responsible Officials to:
- a. review the terms or conditions of any confirmation agreement (whether or not they are standard terms or conditions); and
  - b. report on the outcome of the review to the Privacy Commissioner.
82. If, after reviewing the terms, the Privacy Commissioner and the Responsible Officials agree that amendments to the terms or conditions of a confirmation agreement are required, the Responsible Officials must request the Agency to vary this Agreement to include the amendments to the terms or conditions.
83. A variation to this Agreement under clause 82 applies only if the Agency agrees in writing.

## **NOTICES**

### **Delivery of Notices**

84. All Notices must be delivered by hand or sent by post, courier, or email to that party's address for Notices stated in Schedule 1.
85. Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

### **Receipt of Notices**

86. A Notice will be considered to be received:
  - a. If delivered by hand, on the date it is delivered
  - b. If sent by post within New Zealand, on the 3rd Business Day after the date it was sent
  - c. If sent by post internationally, on the 7th Business Day after the date it was sent
  - d. If sent by courier, on the date it is delivered
  - e. If sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
87. A Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

## **AGREEMENT MANAGER**

88. The persons named in Schedule 1 as the Agreement Managers are responsible for managing the Agreement, including:
  - a. managing the relationship between the parties
  - b. registering and deregistering Users
  - c. overseeing the effective implementation of this Agreement, and
  - d. acting as a first point of contact for any issues that arise.

### **Changing the Agreement Manager**

89. If a party changes its Agreement Manager it must tell the other party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

### **GENERAL**

#### **Effect and application of Agreement**

90. As between the Responsible Officials and any other public service or non-public service department:
- a. this Agreement is intended to have effect as a memorandum of understanding that does not give rise to legally enforceable obligations (the reason being that departments are part of the indivisible Crown); and
  - b. clauses 50(d), 51 and 52 do not apply.
91. As between the Responsible Officials and any entity or organisation other than a public service or non-public service department, this Agreement is intended to have effect as a legally enforceable agreement.

#### **Limitation of liability**

92. There is no cause of action against the Crown, or a Minister of the Crown, or the Responsible Officials, or a delegate of the Responsible Officials, or an employee or a contractor of the Department, to recover damages for any loss or damage that is due directly or indirectly to the use of the Confirmation Service for an Identity Information Check.
93. Clause 92 applies whether the loss or damage is caused by any person taking any action or failing to take any action, so long as the act or omission occurred in the exercise or performance of his or her functions, duties, or powers under any of the following:

- a. the Identity Information Conformation Act 2012;
- b. the Births, Deaths, Marriages, and Relationships Registration Act 1995;
- c. the Citizenship Act 1977;
- d. the Passports Act 1992.

94. A person is not exempted from liability under clause 92 for any act or omission to act that constitutes bad faith or gross negligence on the part of that person.

#### **Power of Responsible Officials to act**

95. The Responsible Officials may act independently of each other to take any action, or perform any obligation, under this Agreement that relates only to an Applicable Database that the relevant Responsible Official administers.

#### **Reporting requirements**

96. The Agency must keep records, for monitoring purposes, of all Identity Information Checks undertaken on its behalf, including the number of checks undertaken, the Applicable Databases checked, and any Users that have undertaken checks.

97. The Agency must provide a copy of the records kept under clause 96 within 10 Business Days if requested by the Responsible Officials.

#### **List of Agencies**

98. The Responsible Officials will publish the name of every Agency that is a party to a confirmation agreement on a publicly accessible Internet site.

#### **No assignment**

99. The Agency will not assign, transfer, declare any trust over or otherwise deal with all or any part of its rights or responsibilities under this Agreement without the prior written consent of the Responsible Officials.

#### **New Zealand law, currency, and time**

100. This Agreement will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars. Dates and times are New Zealand time.

**Waiver**

101. If a party breaches this Agreement and the other party does not immediately enforce its rights resulting from the breach that:

- a. does not mean that the party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
- b. does not prevent the other party from exercising its rights resulting from the breach
- c. at a later time.

**No Limitation to IIC Act**

102. Nothing in this Agreement limits the IIC Act. The IIC Act prevails over this Agreement in the event of any inconsistency.

## **Definitions**

**Agency** means a person or body of persons (whether corporate or unincorporate and whether in the public sector or private sector) that requires an Identity Information Check of a customer's Identity Information for its business purposes.

**Agency Intellectual Property** means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law that are owned by, or licenced to, the Agency.

**Applicable Database** means a database administered by the Responsible Officials containing:

- (a) birth information recorded under the Births, Deaths, Marriages, and Relationships Registration Act 1995; or
- (b) death information recorded under the Births, Deaths, Marriages, and Relationships Registration Act 1995; or
- (b) citizenship information recorded under the Citizenship Act 1977; or
- (c) travel document information recorded under the Passports Act 1992.

**Business Day** means a day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Charges** means the total amount payable as stated in Schedule 1

**Chief Executive** means the Chief Executive of the Department of Internal Affairs

**Confidential Information** means information that:

- (a) is Identity Information
- (b) is personal information as defined in the Privacy Act 1993
- (c) is by its nature confidential
- (d) is marked as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- (e) is provided by either Party or a third party 'in confidence'
- (f) either party knows or ought to know is confidential, or
- (g) is of a sensitive nature or commercially sensitive to either party.

**Confirmation Service** means the service provided by the Responsible Officials that allows an Agency to undertake an Identity Information Check.

**Confirmation Service Interface** means the interface exposed to the Agency as defined in the Technical Agreement.

**Confirmation Service Intellectual Property** means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law that are owned by, or licenced to, the Responsible Officials including without limitation the Confirmation Service and any and all of the related documentation and materials.

**Conflict of Interest** A Conflict of Interest arises if a party or its personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Agreement. It means that its independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- (a) actual: where the conflict currently exists
- (b) potential: where the conflict is about to happen or could happen, or
- (c) perceived: where other people may reasonably think that a person is compromised.

**Department** means the Department of Internal Affairs.

**Extraordinary Event** is an event that is beyond the reasonable control of the party immediately affected by the event. An Extraordinary Event does not include any risk or event that the party claiming could have prevented or overcome by taking reasonable care. Examples include:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
- (d) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

**Identity Information** means the following information about an individual:

- (a) in the Applicable Database containing birth information: registration number, surname, first/given name(s), date of birth, place of birth,

mother's first/given names, mother's surname, father's first/given names, father's surname.

- (b) In the Applicable Database containing citizenship information: certificate number, surname, first/given names, date of birth, country of birth.
- (c) In the Applicable Database containing travel document information: travel document number, surname, first/given names, date of birth, date of expiry.

**Identity Information Check** means a comparison of Identity Information supplied by an Agency to the Confirmation Service against information recorded in one of the Applicable Databases to confirm whether or not the information is consistent.

**IIC Act** means the Identity Information Confirmation Act 2012.

**Integration** means a connection between the Agency's environment and the Responsible Officials' environment to enable the Agency to access the Confirmation Service.

**Notice** means a communication from one party to another that meets the requirements of clauses 84 and 85.

**Privacy Commissioner** means the person who holds that office under section 12 of the Privacy Act 1993.

**Registrar-General** has the meaning given to it in s2 of the Births, Deaths, Marriages, and Relationship Registration Act 1995.

**Responsible Officials** means:

- (a) the Chief Executive for Applicable Databases that relate to the Citizenship Act 1977 or Passports Act 1992
- (b) the Registrar-General for Applicable Databases that relate to the Births, Deaths, Marriages and Relationship Registration Act 1995.

**Services** means the Services selected by the Agency in Schedule 1.

**Shared Workspace** means the secure Internet portal created by the Department where Intermediaries will be able to access Confirmation Service documentation including the most recent version of the Technical Agreement.

**Start Date** means the date this Agreement starts, as stated in Schedule 1.

**Technical Agreement** means the most recent version of the Technical Agreement document, available on the Shared Workspace.

**User** means a natural person engaged by the Agency and who uses the Confirmation Service on behalf of the Agency.

**User ID** means a unique identifier assigned by an Agency to a single User.

**Appendix A: Application to enter into confirmation agreement**

**Application in relation to the  
Identity Information Confirmation Act 2012**

**Application to enter into confirmation agreement**

**Introduction**

This is an application to enter into a confirmation agreement to undertake Identity information checks. The application must satisfy the Department and/or Registrar-General of Births, Deaths and Marriages that it is appropriate to enter into a confirmation agreement with you or your organisation (refer to section 10 of the Identity Information Confirmation Act). If the Department and/or Registrar-General are so satisfied, a confirmation agreement must be entered into before Identity Information checks can be carried out.

*Please complete this application in full and attach any supporting documents, evidence or responses to questions, as applicable.*

**General information**

Q1 Name of organisation \_\_\_\_\_

*Note: This is the name as it appears on the Companies or Charities register etc.*

Physical Address  
\_\_\_\_\_

Postal Address  
\_\_\_\_\_

Telephone number \_\_\_\_\_

Q2 Provide your organisation's

New Zealand Companies Office Register number \_\_\_\_\_

Charities registration number \_\_\_\_\_

If your organisation is not in either of these registers, provide details of its legal status: \_\_\_\_\_

Q3 Please provide information detailing the nature of your business, including its core functions.  
\_\_\_\_\_

Q4 Please provide information detailing all purposes in which you propose to carry out identity information checks and the reasons why Identity Information checks need to be carried out.

---

**Security & Risk Management**

Q5 Do you have, and can you provide evidence of:

	Yes	No
• A Privacy Policy	<input type="checkbox"/>	<input type="checkbox"/>
• An Information Security Policy	<input type="checkbox"/>	<input type="checkbox"/>
• A Risk Management Policy	<input type="checkbox"/>	<input type="checkbox"/>

*You may be asked to provide evidence on a separate sheet*

Q6 Do you have documented plans for:

	Yes	No
• Security Incidents	<input type="checkbox"/>	<input type="checkbox"/>
• Business Continuity / Disaster Recovery	<input type="checkbox"/>	<input type="checkbox"/>

Q7 Please provide details of any other relevant information regarding your Security and Risk Management practices, for example, the results of any relevant IT security assessment or audit or demonstrated compliance with the New Zealand Information Security Manual.

---

**Record of Compliance**

Q8 Have you been found in breach of the Privacy Act 1993 within the past 5 years?

• No	<input type="checkbox"/>	
• Yes	<input type="checkbox"/>	Provide details on a separate sheet.

*Note: If you have been found in breach of the Act provide details of the incident including when it occurred, what happened and the decision or outcome of the investigation. What policies or practices have been put in place to prevent similar incidents from occurring in the future?*

Q9 Please provide details regarding any breaches of other relevant legislation or regulation, such as the Electronic Transactions Act 2002, or any serious information security breaches that your organisation may have experienced in the past 5 years. *Provide details on a separate sheet*

---

**Declaration**

I declare that the information in this application is complete and accurate.

I confirm that I have the authority to answer on behalf of the organisation.

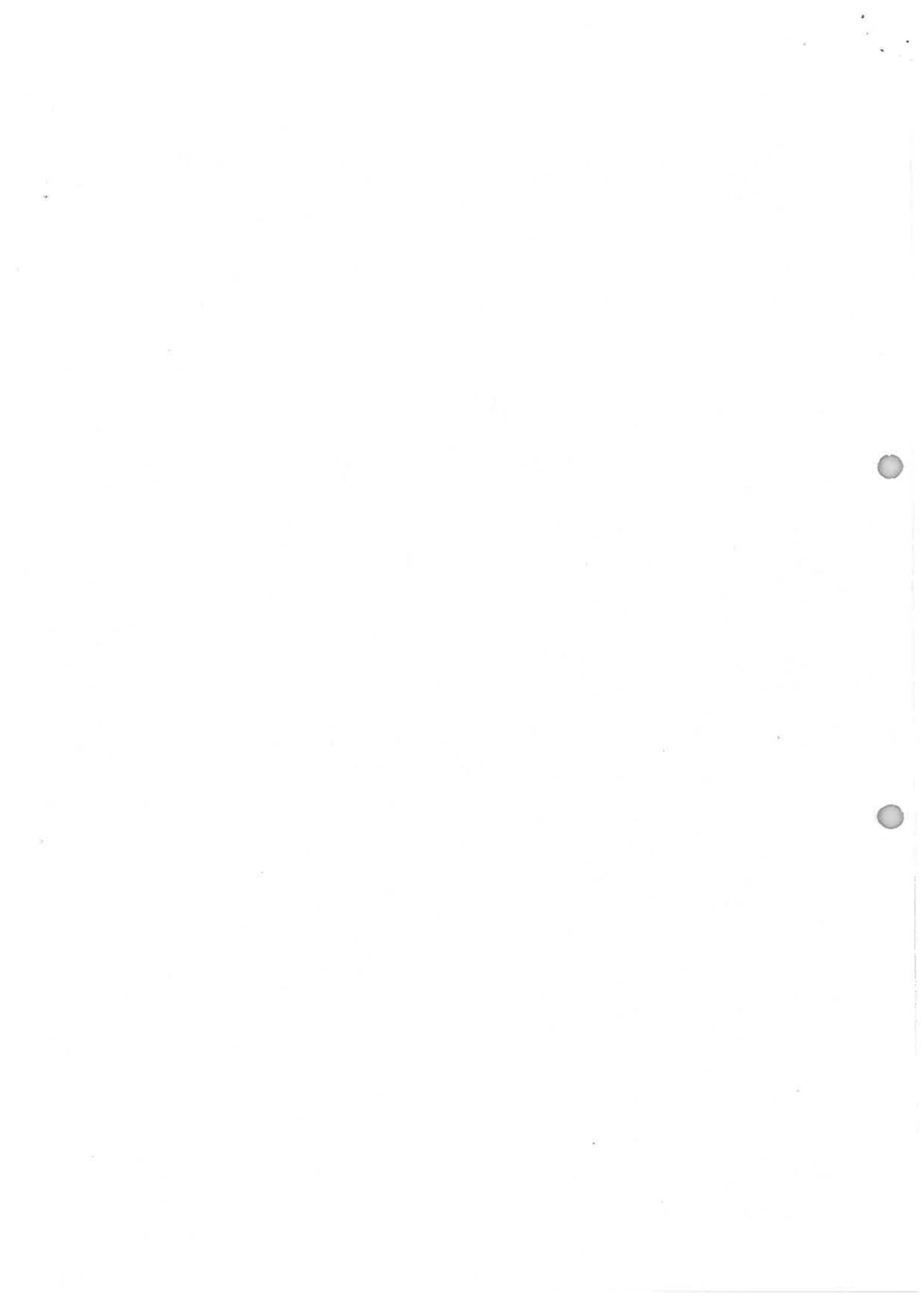
I authorise the Department of Internal Affairs to contact any organisation (e.g. Registrar of Companies) that is an authoritative source of information used in support of this application, to verify the details for the purpose of this application.

Name:

Signed:

Dated:

Position:



# MEO and Local Body Elections 2025

## Introduction

Local elections are held once every three years. Changes made to the Electoral Act 2022 require the Commission to send information to every person that has indicated they are of Māori descent by 31 March in an election year and no less than three months before an election period.

2025 is the first time MEO and Enrolment Update Campaigns will be combined to ensure people have able to update their enrolment record in time for Local Council postal vote.

The Electoral Commission's role in local elections is to ensure that the electoral roll is up to date and provided to each council for them to deliver their local election.

*Note: Local Council and Regional Council elections are run by two election providers Electionz.com and Election Services*

### MEO AND ENROLMENT UPDATE CAMPAIGN

From **Tuesday 1 April 2025**, a combined Māori Electoral Option (MEO) and Enrolment Update Campaign (EUC) will be undertaken to allow all registered electors (including those on the Provisional Roll) who are enrolled as at **Monday 24 February 2025** the opportunity to check their enrolment details and update them if necessary. In the case of Māori Electoral Option, the aim is to raise awareness they can change roll types and information about the restricted period.

During the EUC, each registered elector will be mailed an enrolment update pack (**ROE 2 pack**) showing their current enrolment details and information how to update their details if required.

Information in packs:

Private Bag 99975, Manukau City, Auckland 204

**LOCAL ELECTIONS 2025**

Here's Your Roll Permit No. 103042

## Get ready to vote in your local elections.



**Have we reached the right person?**  
Great, make sure you open and check your details

**If we've reached the wrong person,**  
email us the address and send it back

**Māori mā, ka āhei koutou ki te kōwhiri i te rārangi Māori, i te rārangi whānui rānei i te pōtītanga ā-rohe o tōnei tau.**

**HE WHAKAHOA KI TE KŌWHIRI**



**Māori mā, you can choose to be on the Māori roll or the general roll for this year's local elections.**

**HE WHAKAHOA KI TE KŌWHIRI**



**Ka taea tēnei mahi te whakatutuki ki te imēra noa iho.**



**Next time this could be an email.**



## Enrolling and voting from overseas.

**You can enrol and vote from overseas if you're:**

- a New Zealand citizen and have visited New Zealand in the last 3 years, or
- a permanent resident of New Zealand and have visited New Zealand in the last 12 months

**if this no longer applies to you, either:**

- email your full name, postal address and date of birth to [remove@elections.govt.nz](mailto:remove@elections.govt.nz), or
- write 'overseas - remove from roll' on the enrolment form, sign and date it, and send it back.

You're able to go back on the electoral roll as soon as you visit New Zealand again.  
Find out more at [www.election.govt.nz](http://www.election.govt.nz)



**LOCAL ELECTIONS 2025**

The campaign will be supported with nationwide advertising activity. The EUC will provide:

- an accurate roll for our annual Roll Print as at **Friday 8 August 2025** (*on public display 25 August 2025*)
- Local Councils will produce their own roll for their election on **Saturday 11 October 2025** using up-to-date enrolment data from the Commission

The voting period for the local elections will be from **20 September to 11 October 2025** Only those correctly enrolled by **Friday 8 August 2025** will receive their postal voting papers in the mail.

Activity	Procedure
<b>Keying Requirements</b>	<p>Please attempt to key as many valid forms by <b>12pm</b>, and ensure Roll Cleanses and TSRs are also cleared.</p> <ul style="list-style-type: none"><li>• All offices must stop keying and log out of MIKE by <b>12pm</b>, acquittance to your TL (if you are unable to meet this deadline, let your TL know sooner rather than later).</li><li>• Roll Cleanses will be made available and need to be cleared.</li><li>• All MIKE electorate queues cleared.</li></ul> <p>No one is to be in MIKE while the extract takes place, Enrolment Support will advise when MIKE can be accessed again.</p>
<b>National Office Responsibilities</b>	<ul style="list-style-type: none"><li>• IT to run Roll Cleanses and make available</li><li>• Team Leaders (TL) and SEO will be monitoring workload – signal to Enrolment Support any concerns meeting 12pm deadline</li><li>• TL to confirm staff out of MIKE by 12pm and provide confirmation to Enrolment Support TL</li><li>• IT and Enrolment Support begin QA of Data after extract</li><li>• MIKE locked during QA</li></ul>

## SPECIAL VOTE CHECKS

Electors enrolling after roll close up to and including, **Friday 10 October** (day before election day) will be eligible for a Special Vote (SV). From Friday 9 September 2025, Enrolment Processing team undertake SV checking for the Local Council Elections. The bulk of SV checking will be undertaken from **Monday 13 October**, after Election Day (Saturday 11 October 2025).

Further info on special vote checks found here: **LB: SV Process**

## SMS TO DORMANT ELECTORS

During the EUC, the Commission (with the assistance of Telnet) will be undertaking a separate texting campaign to encourage electors whose details are currently out of date. This will be done from **Monday 2 June 2025 to Sunday 8 June 2025**.

## ANNUAL ROLL PRINT

The roll closes to the public 5pm on **Friday 1 August** and data will be extracted **Tuesday 8 August** 2025 to coincide with the roll closure for the local elections. Printed Electoral Rolls will be available for public inspection from **Monday 25 August 2025**.

Further info on roll close procedures found here: **Roll Print - Roll Closure Procedures**

## UNPUBLISHED MAILOUT (CL41)

The Commission will be writing to all electors on the Unpublished Roll (approximately 25,000) notifying them of the upcoming local elections. The letters (CL41) will be mailed to unpublished electors from **Friday 9 September 2025**.

The letter explains how to vote by telling the elector to contact their council's Electoral Officer (EO) within 2 weeks of the receiving the letter to arrange a special vote.

We send **Overseas Unpublished** electors the same letter, however they need to contact the Electoral Officer to arrange a special vote.

## PUBLIC ENQUIRIES

Level 1 enquiries will be managed by Telnet, Level 2 escalations will be managed by the Enrolment Support team. However, you may receive enquiries from the public and possibly from your local council. We will be provide FAQ's shortly.

Unpublished enquiries or documentation will need to be sent to the unpublished team to action; email to: unpublished.roll@elections.govt.nz

### Key dates

Date	Description
------	-------------

<b>February</b>	<b>Waitangi Day</b>
<b>06/02/2025</b>	
12/02/2025	ROE2 Test Data Mailout Extract to NZ Post
<b>24/02/2025</b>	<b>Roll Close for mailout extract</b>
25/02/2025	ROE2 Data Mailout Extract & QA, sent to NZ Post
<b>March</b>	
<b>10/03/2025</b>	<b>Taranaki Anniversary</b>
<b>24/03/2025</b>	<b>Otago Anniversary</b>
24/03/2025	5 x Enrolment Support Officers, 1 x Team Leader start
31/03/2025	2 x Processing Team Leaders start
<b>April</b>	Combined LBE/MEO mailout begins Public information campaign begins
01/04/2025	
06/04/2025	Daylight saving ends
07/04/2025	22 x Processing Officers start
11/04/2025	All ROE2 with MEO insert delivered by this date
<b>18/04/2025</b>	<b>Good Friday</b>
<b>21/04/2025</b>	<b>Easter Monday</b>
<b>22/04/2025</b>	<b>Southland Anniversary</b>
<b>25/04/2025</b>	<b>ANZAC Day</b>
<b>May</b>	
30/05/2025	Roll Data Test Extract sent to LBE providers
<b>June</b>	
<b>02/06/2025</b>	<b>King's Birthday</b>
<b>20/06/2025</b>	22 x Processing Officers & 2 x Processing Team Leaders finish <b>Matariki</b>
24/06/2025	Preliminary Roll Data extract sent to LBE providers

## July

01/07/2025	<i>Nomination Period begins</i>
10/07/2025	Last date to change roll type 11:59pm
11/07/2025	<b><i>MEO Exclusion period begins, any roll type changes will be deferred to after election day</i></b>

## August

01/08/2025	Nomination period ends 12:00pm Enrolment closes 5pm
08/08/2025	Final Roll Data extract sent to LBE providers
25/08/2025	Parliamentary Rolls on display

## September

09/09/2025	Unpublished Roll mailout <b><i>Special Vote checking support begins</i></b>
20/09/2025	Voting period begins
<b>22/09/2025</b>	Voting papers delivered by this date by LBE providers <b>South Canterbury Anniversary</b>
28/09/2025	daylight saving starts

## October

10/10/2025	MEO Exclusion period ends Supplementary Roll Data extract #1 sent to LBE providers
11/10/2025	<b><i>Election Day - Voting closes 12:00pm</i></b>
13/10/2025	Supplementary Roll Data extract #2 sent to LBE providers
17/10/2025	Special Vote checking concludes 5 x Enrolment Support Officers, 1 x Team Leader finish
<b>24/10/2025</b>	<b>Hawkes's Bay Anniversary</b>
<b>27/10/2025</b>	<b>Labour Day</b>

*[updated 15/07/2025 - AEIO]*

# EMPD - Automated GNA Process email to confirm/update details

## About this email:

This email is automatically generated when returned mail is GNA'd in MIKE or a final reminder letter (ER50) has not been replied to within 14 days.

## Timing:

Varies

## Action:

Electoral information may be out of date

Reference: PI

<name>

Your details may be out of date

We have updated information that you may no longer live at the address we have on file. Please let us know if you have moved so we can be sure the details we have are correct.

Updating your enrolment details makes it easier for you to vote and have your say at the next election. We'll send you a reminder to you.

Confirming your details is quick and easy

using your New Zealand driver licence, New Zealand passport or ReadMe® verified identifier. You can confirm your details at [vote.nz](http://vote.nz), or call 0800 36 76 56 and ask for a form to be sent to you.

Need help with enrolling and voting or get help

with anything you need to know about enrolling and voting in New Zealand at the next election, contact us on 0800 36 76 56, from overseas +64 9 909 4182 or email [enrolment@ec.govt.nz](mailto:enrolment@ec.govt.nz)

Electoral Commission

## Timing of follow up correspondence:

### Description

No Response within 14 days following EMPD being sent

### Action

Reminder EMPDR sent automatically

No Response to EMPDR within 28 days

Elector made dormant

## TAGS:

Enrolment

Last updated on Tuesday, 2021-11-23, 09:42



# EMPDR - Automated GNA Process reminder email for no response to EMPD

## About this email:

This email is automatically generated as a follow up to the EMPD

## Timing:

14 days after no response from EMPD

## Action:

- If no response is received within 28 days, the elector is made dormant.

Subject: Your electoral information may be out of date

Reference:

From: me>

Details may be out of date

Your information that you may no longer live at the address we have on file may be out of date. Please ensure the details we have are correct.

If you do not update your details or get in touch within 14 days, you'll need to re-enroll for the next elections.

Confirming your details is quick and easy

You can confirm your details using your New Zealand driver licence, New Zealand passport or RealMe® verified ID details at [vote.nz](https://www.vote.nz), or call 0800 36 76 56 and ask for a form to be sent to you.

Need help with enrolling and voting or get help

If you need more information about enrolling and voting in New Zealand elections, contact us on 0800 36 76 56, from overseas +64 9 909 4182 or email [enroll@vote.nz](mailto:enroll@vote.nz)

Enrolment

## TAGS:

Enrolment

*Last updated on Tuesday, 2021-11-23, 09:43*



**Subject: Reminder: Your electoral information may be out of date**

**Reference: PI: 123456788**

Tēnā koe <firstname>

**Your enrolment details may be out of date**

We have received information that you may no longer live at the address we have on file for you, so we want to make sure the details we have are correct.

If you don't update your details or get in touch within 14 days, you'll need to re-enrol before you can vote in future elections.

**Updating and confirming your details is quick and easy**

Use your New Zealand driver licence, New Zealand passport or RealMe® verified identity to confirm and update your details at [vote.nz](http://vote.nz). or call 0800 36 76 56 and ask for a form to be sent to you.

**Learn more about enrolling and voting or get help**

You'll find everything you need to know about enrolling and voting in New Zealand at [vote.nz](http://vote.nz). If you have any questions, contact us on 0800 36 76 56, from overseas +64 9 909 4182 or email us at [enrol@vote.nz](mailto:enrol@vote.nz).

Ngā mihi

The Electoral Commission



# SMSPD - Automated GNA Process SMS message to confirm/update details

## About this message:

This SMS is automatically generated when returned mail is GNA'd in MIKE or a final reminder letter (ER50) has not been replied to within 14 days.

## Timing:

Varies

## Action:

Message: (156 characters)

*Your enrolment details may be out of date. Update or confirm your details at vote 76 56. Electoral Commission. Reply STOP to unsubscribe.*

**unsubscribe.**

## Timing of follow up correspondence:

### Description

### Action

No Response within 14 days following SMSPD being sent

Reminder SMSPDR sent automatically

No Response to SMSPD within 28 days

Elector made dormant

## TAGS:

Enrolment

*Last updated on Tuesday, 2021-11-23, 09:43*

Message: (156 characters)

*Your enrolment details may be out of date. Update or confirm your details at vote  
76 56. Electoral Commission. Reply STOP to unsubscribe.*

# SMSPDR - Automated GNA Process reminder SMS message for no response to SMSPD

## About this message:

This message is automatically generated as a follow up to the SMSPD

## Timing:

14 days after no response from SM

## Action:

- If no response is received within 28 days, the elector is made dormant.

### Reminder

Message: (156 characters)

*Reminder: Update your electoral enrolment details at [vote.nz](https://vote.nz), or call 0800 36 76 51 to vote. Electoral Commission. Reply STOP to unsubscribe.*

*to unsubscribe.*

## TAGS:

Enrolment

*Last updated on Tuesday, 2021-11-23, 09:44*





Message: (156 characters)

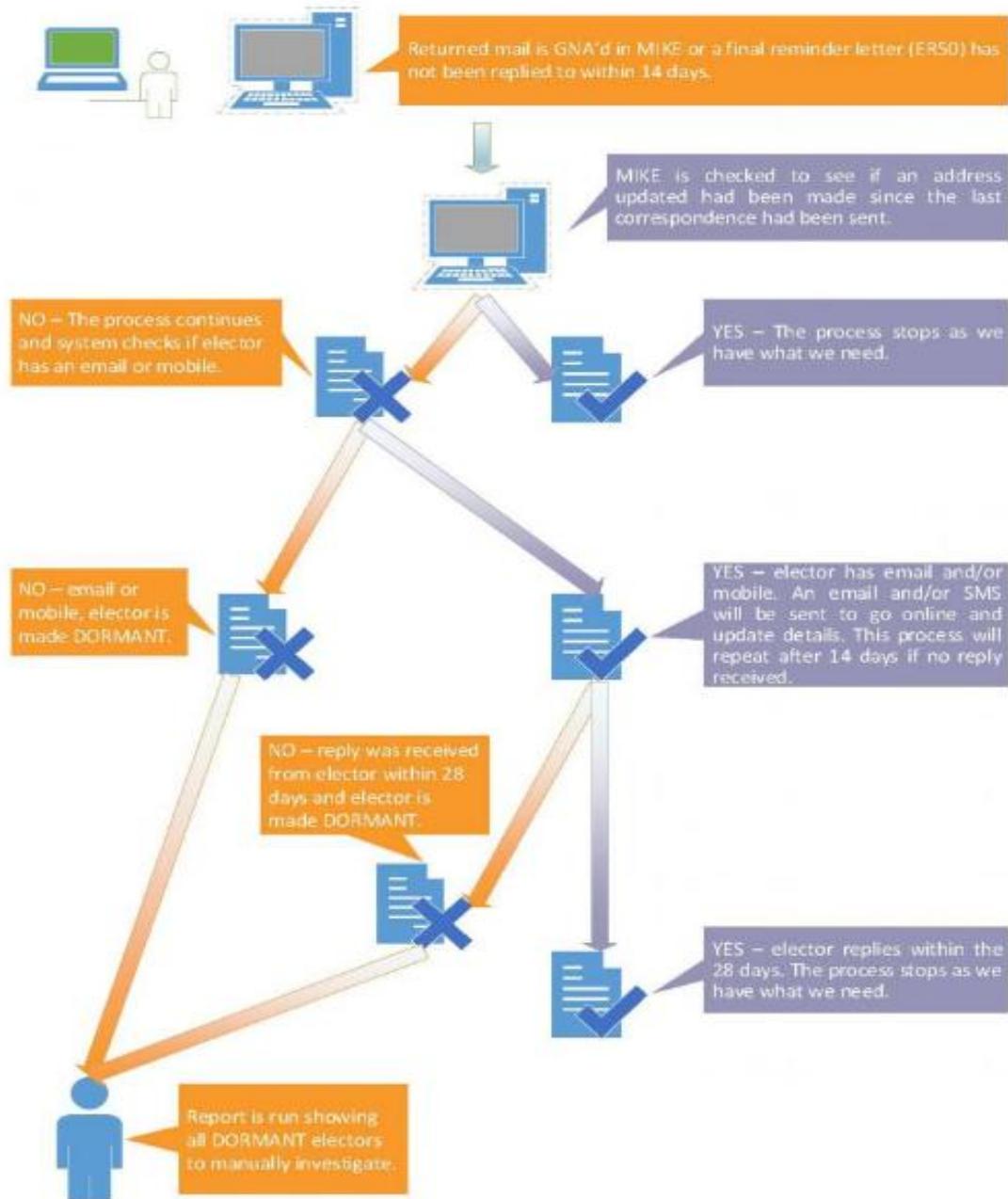
*Your enrolment details may be out of date. Update or confirm your details at [vote.nz](http://vote.nz) or call 0800 36*

*76 56. Electoral Commission. Reply STOP to unsubscribe.*



## Automated GNA Process Flowchart

# Automated GNA Process



Ella [REDACTED]

---

**From:** Campbell [REDACTED]  
**Sent:** Tuesday, 8 July 2025 10:11 am  
**To:** [REDACTED]@privacy.org.nz  
**Subject:** RE: 2024-2025 Reporting- Information Matching Programme  
**Attachments:** Information matching reporting for OPC\_2024-2025.pdf; 2025 Unqualified voters match report.pdf; 2025 Unqualified voters match assurance letter.pdf; Updates to online privacy notice.pdf

Ata mārie [REDACTED],

In response to your correspondence of 3 June, I have attached a letter and appendices to answer your questions about the Commission's information matching for the reporting year to 30 June 2025.

Please reach out if you have any questions or require any further information.

Ngā mihi nui,

Campbell [REDACTED] ([he/him](#)) | Senior Advisor Privacy | Electoral Commission | Te Kaitiaki Take Kōwhiri  
PO Box 3220 | Level 10, 34-42 Manners Street | Wellington | [REDACTED] | [vote.nz](#) | [elections.nz](#)

---

**From:** Campbell [REDACTED]  
**Sent:** Tuesday, 3 June 2025 1:06 pm  
**To:** [REDACTED] <[REDACTED]@privacy.org.nz>  
**Subject:** RE: 2024-2025 Reporting- Information Matching Programme

Kia ora [REDACTED],

Thank you – I can confirm I have received the letter, and the Commission will respond as soon as practicable, and no later than 29 August 2025.

Ngā mihi maioha,

Campbell [REDACTED] ([he/him](#)) | Senior Advisor Privacy | Electoral Commission | Te Kaitiaki Take Kōwhiri  
PO Box 3220 | Level 10, 34-42 Manners Street | Wellington | [REDACTED] | [vote.nz](#) | [elections.nz](#)

---

**From:** [REDACTED] <[REDACTED]@privacy.org.nz>  
**Sent:** Tuesday, 3 June 2025 12:22 pm  
**To:** Campbell [REDACTED] <[REDACTED]@elections.govt.nz>  
**Subject:** RE: 2024-2025 Reporting- Information Matching Programme

**EXTERNAL EMAIL WARNING:** Do not open any **attachments** or **links** until you are certain they are safe. Beware of **phishing** attacks, check the sender address. Always report emails you are not certain are safe.

Kia ora Campbell

Thank you for confirming that you are the point of contact.

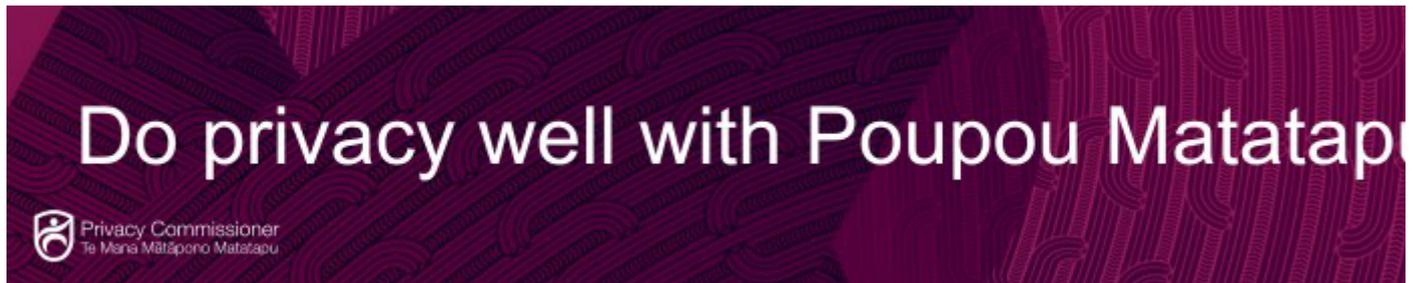
Please find the attached letter regarding the annual reporting for the Information Matching Programmes. We would appreciate it if you could confirm receipt of this letter.

If you have any questions, please feel free to get in touch, and I will be happy to discuss.

Warm regards,

██████████  
Senior Compliance Officer

Office of the Privacy Commissioner Te Mana Mātāpono Matatapu  
PO Box 10094, The Terrace, Wellington 6140  
T ██████████ DDI ██████████  
E ██████████@privacy.org.nz  
privacy.org.nz



Privacy is about protecting personal information, yours and others. To find out how, and to stay informed, [subscribe](#) to our newsletter or follow us online.   Have a privacy question? [AskUs](#)

Caution: If you have received this message in error please notify the sender immediately and delete this message along with any attachments. Please treat the contents of this message as private and confidential. Thank you.

---

**From:** Campbell ██████████ <██████████@elections.govt.nz>  
**Sent:** Thursday, 29 May 2025 3:32 pm  
**To:** ██████████ <██████████@privacy.org.nz>  
**Subject:** RE: 2024-24 Reporting- Information Matching Programme

Tēnā koe ██████████,

Thank you for your email, which Kristina has forwarded on to me to acknowledge and respond to. I started a couple of months ago as Senior Advisor Privacy, and I have also taken up the role of Privacy Officer at the Commission. If you are able to please send the reminder letter for the 2024-25 Annual Reporting to me, that would be great.

Our IT department has the ability to extract the reporting, and yes, ██████████ was the previous manager within IT who used to organise retrieving this for us. There has been some change within this team, and I will reach out to them to organise who our subject matter experts are for overseeing the reporting aspects of our information matching.

I will let you know who an alternative contact can be for this purpose once I organise this with IT, if for whatever reason anything urgent is needed and I am not available. For now, though, I am happy to be the intermediary as the Commission's Privacy Officer.

Ngā mihi maioha,

Campbell ██████████ ([he/him](#)) | Senior Advisor Privacy | Electoral Commission | Te Kaitiaki Take Kōwhiri  
PO Box 3220 | 34-42 Manners Street | Wellington | ██████████ | [vote.nz](#) | [elections.nz](#)

# Enrol. Vote. Be heard.

vote.nz



From: [REDACTED] <[REDACTED]@privacy.org.nz>  
Sent: Thursday, 29 May 2025 3:10 pm  
To: Kristina Temel <[REDACTED]@elections.govt.nz>  
Subject: 2024-24 Reporting- Information Matching Programme

You don't often get email from [REDACTED]@privacy.org.nz. [Learn why this is important](#)

**EXTERNAL EMAIL WARNING:** Do not open any **attachments** or **links** until you are certain they are safe. Beware of **phishing** attacks, check the sender address. Always report emails you are not certain are safe.

Tēnā koe Kristina,

I'm writing to you from the Office of the Privacy Commissioner regarding the Electoral Commission's Information Matching programmes. I have been given this email by my manager [REDACTED].

Could you please let me know the best person or the Privacy Officer at your agency to send the reminder letter for the 2024-25 Annual Reporting? I've just emailed [REDACTED], but we're unsure if that email address is still current.

Thank you.

Ngā mihi nui,

[REDACTED]  
Senior Compliance Officer

Office of the Privacy Commissioner Te Mana Mātāpono Matatapu  
PO Box 10094, The Terrace, Wellington 6140  
T [REDACTED] DDI [REDACTED]  
E [REDACTED]@privacy.org.nz  
privacy.org.nz

## Do privacy well with Poupou Matatapu



Privacy is about protecting personal information, yours and others. To find out how, and to stay informed, [subscribe](#) to our newsletter or follow us online. Have a privacy question? [AskUs](#)

Caution: If you have received this message in error please notify the sender immediately and delete this message along with any attachments. Please treat the contents of this message as private and confidential. Thank you.

08 July 2025

██████████  
**Senior Compliance Officer**  
Office of the Privacy Commissioner  
██████████ [@privacy.org.nz](mailto:██████████@privacy.org.nz)

Tēnā koe ██████████

Thank you for your letter dated 03 June 2025, advising the Electoral Commission (the Commission) of its obligations to report on its information matching programmes. Please find the following in response to the questions you asked in the same letter.

### **Information matching annual reporting for 2024-2025**

In response to your first question, about the information matching programmes that were undertaken in the 2024-2025 reporting period, I can confirm that the Commission enacted the INZ/EC Unqualified Voters match (under section 263A of the Electoral Act 1993). For clarity, I can confirm that the Commission continued not to partake in the following, currently inactive information matching programmes:

- DIA (Citizenship)/EC Unenrolled Voters
- DIA (Passports)/EC Unenrolled voters
- MSD/EC Unenrolled Voters
- NZTA/EC – Driver Licence Unenrolled Voters
- NZTA/EC – Vehicle Registration Unenrolled Voters.

To answer the questions in point 2 of your letter, I have attached a report that has been prepared for the INZ/EC Unqualified Voters match, and an accompanying letter of assurance. In direct response to your questions about our information matching programmes, I can confirm that for the reporting year ending 30 June 2025:

- there have been no changes to the operation of the INZ/EC Unqualified Voters match, and therefore none that would require updating the Technical Standards Report. The other five information matching programmes remained inactive and unchanged over the reporting year;
- there have been no revisions or variations to the information matching programmes, for either the INZ/EC Unqualified Voters match, or the other inactive matching programmes;
- on the 23<sup>rd</sup> of June 2025, the Commission [updated information in its online privacy notice](#), to fix broken hyperlinks, and better explain the reasons for our information matching programmes (a copy of the changes made is attached with this letter);
- there were no difficulties experienced in performing the INZ/EC Unqualified Voters match, and no others were performed;
- no audits of the matching programmes were carried out in the reporting year;
- electronic transfer of information used in the INZ/EC Unqualified Voters match is via direct, secure file transfer as per the standing technical standards; and



**ELECTORAL  
COMMISSION**  
TE KAITIAKI TAKE KŌWHIRI

- measures are in place to ensure software and systems involved are up-to-date, access to information is restricted to only those that need access, and copies of the files (received daily) are kept for no longer than three days, as explained in the accompanying information matching report.

I hope this response and the accompanying attachments answer the questions you have asked, and provide the assurance sought about the information matching programmes the Commission utilises.

If you have any questions, please contact me using the details in this letter.

Nāku noa, nā

A handwritten signature in blue ink, appearing to read 'M. Hoare'.

Campbell [REDACTED]

**Senior Advisor Privacy**

Electoral Commission | Te Kaitiaki Take Kōwhiri

[REDACTED]

[REDACTED] [@elections.govt.nz](mailto:[REDACTED]@elections.govt.nz)

Encl: 2025 Unqualified voters match report, 2025 Unqualified voters match assurance letter, updates to online privacy notice.



# Report for Privacy Commissioner

## 2024/2025 Unqualified Voters Match

(1 July 2024 – 30 June 2025)

Between

**Immigration New Zealand (INZ)**

and

**The Electoral Commission (EC)**

Signed off: Chris [REDACTED] – IT Applications Manager (Information Technology)  
Electoral Commission  
Wellington

2<sup>nd</sup> July 2025

## Overview

Section 263A of the Electoral Act 1993 authorises the disclosure of information from the Ministry of Business, Innovation and Employment (Immigration NZ (INZ)) to the Electoral Commission for the purpose of enabling the Electoral Commission to check whether any person who is, or has applied to be, registered as an elector of that electoral district is not qualified from being so registered because of the person's immigration status.

The purpose of the information matching programme is to enable the Electoral Commission to maintain and enhance confidence in the integrity of the electoral roll by providing a systematic and comprehensive mechanism for identifying individuals who may not be entitled to enrol because of their immigration status.

This information is being provided as required under sections 104 and 105 of the Privacy Act.

## **1 Transfer of Information**

As per the Information Matching Agreement between Immigration New Zealand (INZ) and the Electoral Commission (EC) the following files were provided to the Electoral Commission (EC) on a daily basis:

- Visitors
- Overstayers
- Students
- Work Permit Holders
- Limited Purpose Visas

## **2 Security**

The files were received and stored securely as per the Information Matching Agreement between INZ and the Commission.

## **3 The Files**

Each file, which was received daily, was a complete dataset of current information that was held by INZ at that point in time. Three days of files were kept for disaster recovery purposes (grandfather versions).

The grandfather versions were also used as part of daily reporting to compare the latest file with the previous file to highlight any invalid/corrupt files.

Obsolete versions of the files were securely destroyed daily whenever a new version was received.

## **4 Format of Information**

The format of data information received was as detailed in the Information Matching Agreement between INZ and the Commission.

## **5 EC Processing**

When an applicant is attempting to enrol, their details are checked against the files received from INZ. If a match is detected, the processing of the enrolment is suspended/cancelled while the Registrar undertakes inquiries to determine the applicant's immigration status.

Due to the real-time aspect of the procedure, the match results are not referred to INZ for verification.

The matching procedure involves the use of an individual's:

- Date of birth
- Surname
- Given name(s) and/or
- Address information held/supplied on an applicant

A match is defined as follows:

- Exact match of date of birth
- Exact (case insensitive) match of the first name (if no first names are provided by INZ, then only records on the electoral roll with no first names are matched)
- Exact (case insensitive) match of the middle names (if no middle names are provided by INZ, then only records on the electoral roll with no middle names will be matched)
- Exact (case insensitive) match of surname

## **6 Process and Correspondence Sent**

### **Attempt to Contact Applicant**

When an Enrolment Officer is entering a person's details into the Electoral Enrolment computer system and the system highlights that a match with Immigration NZ data has occurred, the Enrolment Officer attempts to contact the applicant by phone. (A flowchart of the process is shown as Appendix 8).

The purpose of the phone call is to ascertain if the applicant is eligible to be on the roll.

Following the phone call to the elector, one of the following letters is sent to the applicant.

#### **UVL1: Applicant Confirmed They Were Eligible** (Appendix 1)

This letter is sent to applicants who believe that they are eligible to enrol. This letter acknowledges there was a phone conversation, and requests proof of their eligibility to enrol. The letter also states that they need to respond within 10 working days.

#### **UVL2: Applicant Could Not Be Contacted** (Appendix 2)

Applicants who are not contactable by phone are sent a letter requesting proof of their eligibility to enrol. The letter also states that they need to respond within 10 working days.

#### **UVL3: Reminder Letter** (Appendix 3)

This is a reminder letter sent to applicants who do not respond to the UVL1 or UVL2 within 10 working days. If no response is received following the sending of the UVL3 letter after 5 working days, the applicant's enrolment form is discarded and no further action taken.

#### **UVL4: Applicant Advises They Are Not Eligible** (Appendix 4)

Applicants who advise that they are not eligible to enrol are sent this letter confirming that their enrolment application will not be progressed any further.

#### **UVL5: Insufficient Evidence** (Appendix 5)

Applicants who provide insufficient evidence to prove their eligibility to enrol are sent this letter advising that their enrolment will not be progressed any further.

#### **UVL7: Confirmation of Eligibility - New Form Required** (Appendix 6)

This letter acknowledges that the applicant has provided sufficient evidence to be on the roll, however, as their enrolment form was dated prior to them obtaining residency, the applicant is asked to re-submit a new enrolment form.

## 7 Correspondence Sent and Action Taken

In the period 1 July 2024 to 30 June 2025, a total of 761 people were deemed ineligible and their application for enrolment rejected.

Applicants identified and challenged (Subsequently sent UVL1 or UVL2. (UVL3 sent if no response received	761
Applicant provided evidence and enrolled	6
<b>Total Enrolments Challenged</b>	<b>767</b>

## 8 Costings for period 1 July 2024 to 30 June 2025

The following costings applied for the above period:

Item	Quantity	Charge	Total
Enrolment Officer Processing (hours)			\$2946.81
Stationery (including postage)			\$2056.30
<b>Cost</b>			<b>\$5003.11</b>

## 9 Records Imported as 30 June 2025

The figures in the table below are representative of the files received. They provide a snapshot of INZ's database by permit type as 30 June 2025.

Permit Type	Unique Client IDs
Limited Purpose Visas	9652
Overstayers	17602
Student Permits	75720
Visitors	75114
Work Permits	131630
<b>Total</b>	<b>309718</b>

## Appendix 1

### UVL1 - Datamatch Immigration – Follow-up letter from phone call where applicant confirmed they were eligible

3 July 2023

<electorate code>  
  
<Name>  
<Address>  
<Address>  
<Address>  
<Address>

Electoral Commission  
PO Box 190  
Wellington 6140  
  
0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### We need proof of your immigration status before you can enrol to vote

Thank you for recently discussing your eligibility to enrol on the phone. As we mentioned, we matched your details with information from Immigration New Zealand. The information from Immigration New Zealand told us that you are not a permanent resident or citizen of New Zealand.

To enrol you must be a New Zealand citizen, or be legally living in New Zealand with no requirement to leave within a specific time. As a citizen or resident, you must have lived in New Zealand continuously for at least 12 months at some time.

#### Please give us proof of your eligibility within 10 working days

We understand from our conversation that you believe you are eligible. Please send us the following documents within 10 working days of this letter.

1. A signed statement explaining why you're eligible to enrol
2. Relevant evidence proving you're eligible to enrol. Examples of evidence include:
  - Current Residence Permit
  - Current Returning Residence Visa
  - Confirmation of Resident Status from the New Zealand Immigration Service
  - New Zealand Passport
  - Australian Passport
  - Naturalisation Certificate
  - Official Statement of Citizenship from the Department of Internal Affairs
  - A Birth Certificate from New Zealand, Cook Islands, Niue or Tokelau

#### Send us your information

- Scan or photograph it and email it to [enrol@vote.nz](mailto:enrol@vote.nz)
- Post your documentation back in the envelope provided.

#### Need help?

If you have any questions, please contact us. We're here to help.

Vote.nz  
☎ From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182  
@ [enrol@vote.nz](mailto:enrol@vote.nz)

Ngā mihi  
Electoral Commission

UVL1 - C <correspondence ID>

## Appendix 2

### UVL2 - Datamatch Immigration – Letter where applicant could not be contacted by phone

3 July 2023

<electorate code>  
<Name>  
<Address>  
<Address>  
<Address>  
<Address>

Electoral Commission  
PO Box 190  
Wellington 6140  
  
0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### We need proof of your immigration status before you can enrol to vote

We matched your enrolment details with information from Immigration New Zealand. The information from Immigration New Zealand told us that you are not a permanent resident or citizen of New Zealand.

To enrol you must be a New Zealand citizen, or be legally living in New Zealand with no requirement to leave within a specific time. Also, you must have lived in New Zealand continuously for at least 12 months at some time.

#### Please give us proof of your eligibility within 10 working days

Please send us the following documents within 10 working days of this letter.

1. A signed statement explaining why you're eligible to enrol
2. Relevant evidence proving you're eligible to enrol. Examples of evidence include:
  - Current Residence Permit
  - Current Returning Residence Visa
  - Confirmation of Resident Status from the New Zealand Immigration Service
  - New Zealand Passport
  - Australian Passport
  - Naturalisation Certificate
  - Official Statement of Citizenship from the Department of Internal Affairs
  - A Birth Certificate from New Zealand, Cook Islands, Niue or Tokelau

#### Send us your information

- Scan or photograph it and email it to [enrol@vote.nz](mailto:enrol@vote.nz)
- Post your documentation back in the envelope provided.

#### Need help?

If you have any questions, please contact us. We're here to help.

Vote.nz  
☎ From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182  
@ [enrol@vote.nz](mailto:enrol@vote.nz)

Ngā mihi  
Electoral Commission

UVL2 - C <correspondence ID>

## Appendix 3

### UVL3 - Datamatch Immigration – Follow-up letter as result of elector NOT responding to UVL1 or UVL2

3 July 2023

<Name>  
<Address>  
<Address>  
<Address>  
<Address>

<electorate code>

Electoral Commission  
PO Box 190  
Wellington 6140

0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### We still need proof before you can enrol to vote

We recently wrote to you requesting details of your eligibility to enrol. We needed information confirming that you're a permanent resident or citizen of New Zealand.

#### Contact us within 5 working days to continue your application

We're waiting for you to send supporting documentation regarding your application. If we don't hear from you within 5 working days, we will stop processing your enrolment.

#### The proof we need from you

Please send us the following two documents.

1. A signed statement explaining why you're eligible to enrol
2. Relevant evidence proving you're eligible to enrol. Examples of evidence include:
  - Current Residence Permit
  - Current Returning Residence Visa
  - Confirmation of Resident Status from the New Zealand Immigration Service
  - New Zealand Passport
  - Australian Passport
  - Naturalisation Certificate
  - Official Statement of Citizenship from the Department of Internal Affairs
  - A Birth Certificate from New Zealand, Cook Islands, Niue or Tokelau

#### Send us your information

- Scan or photograph it and email it to [enrol@vote.nz](mailto:enrol@vote.nz)
- Post your documentation back in the envelope provided.

#### Need help?

If you have any questions, please contact us. We're here to help.

Vote.nz  
From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182  
@ [enrol@vote.nz](mailto:enrol@vote.nz)

Ngā mihi  
Electoral Commission

UVL3 - C <correspondence ID>

## Appendix 4

### UVL4 - Datamatch Immigration – Follow-up letter from phone call where applicant confirmed they were NOT eligible

3 July 2023

<electorate code>  
<Name>  
<Address>  
<Address>  
<Address>  
<Address>

Electoral Commission  
PO Box 190  
Wellington 6140  
  
0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### You aren't eligible to enrol to vote

Thank you for recently discussing your eligibility to enrol on the phone. As we mentioned, while we were processing your application to enrol, your details matched those that Immigration New Zealand has provided as someone who is not a permanent resident or a citizen of New Zealand.

I also understand from our conversation that you believe you are not eligible to enrol. We have stopped processing your application.

Please get in touch if your immigration status changes future.

#### Need help?

If you have any questions, please contact us. We're here to help.

Vote.nz  
☎ From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182  
@ enrol@vote.nz

Ngā mihi  
Electoral Commission

UVL4 - C<correspondence ID>

## Appendix 5

### UVL5 - Datamatch Immigration – Follow-up letter where evidence supplied was insufficient to accept enrolment

3 July 2023

<electorate code>  
<Name>  
<Address>  
<Address>  
<Address>  
<Address>

Electoral Commission  
PO Box 190  
Wellington 6140  
  
0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### The evidence you provided wasn't enough to enrol you

Thank you for sending us your information. Unfortunately, the evidence you provided was not enough to prove your eligibility to enrol. This means we cannot enrol you at this time.

#### Please contact us when you become eligible

If your circumstances change and you become eligible to enrol, please fill in a new enrolment form.

You can enrol online or contact us to get the form. To enrol online, go to **vote.nz**

#### Need help?

If you have any questions, please contact us. We're here to help.

Vote.nz  
☎ From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182  
@ enrol@vote.nz

Ngā mihi  
Electoral Commission

UVL5 - C <correspondence ID>

## Appendix 6

### ***UVL7 - Datamatch Immigration – Follow-up letter as result of elector providing sufficient evidence confirming they are eligible but new enrolment form needed***

3 July 2023

<electorate code>

<Name>  
<Address>  
<Address>  
<Address>  
<Address>

Electoral Commission  
PO Box 190  
Wellington 6140

0800 36 76 56  
enrol@vote.nz  
vote.nz

Tēnā koe

#### **You're eligible, we just need one more thing**

Thank you for sending us evidence confirming your New Zealand immigration status.

Unfortunately, your enrolment form was dated before you received your residency. We need you to fill in, sign, date and return a new form before we can enrol you.

#### **Enrol online**

Enrol online using your New Zealand driver licence, New Zealand passport, or verified RealMe® identity.

Go to **vote.nz**

#### **Need help?**

If you have any questions, please contact us. We're here to help.

Vote.nz

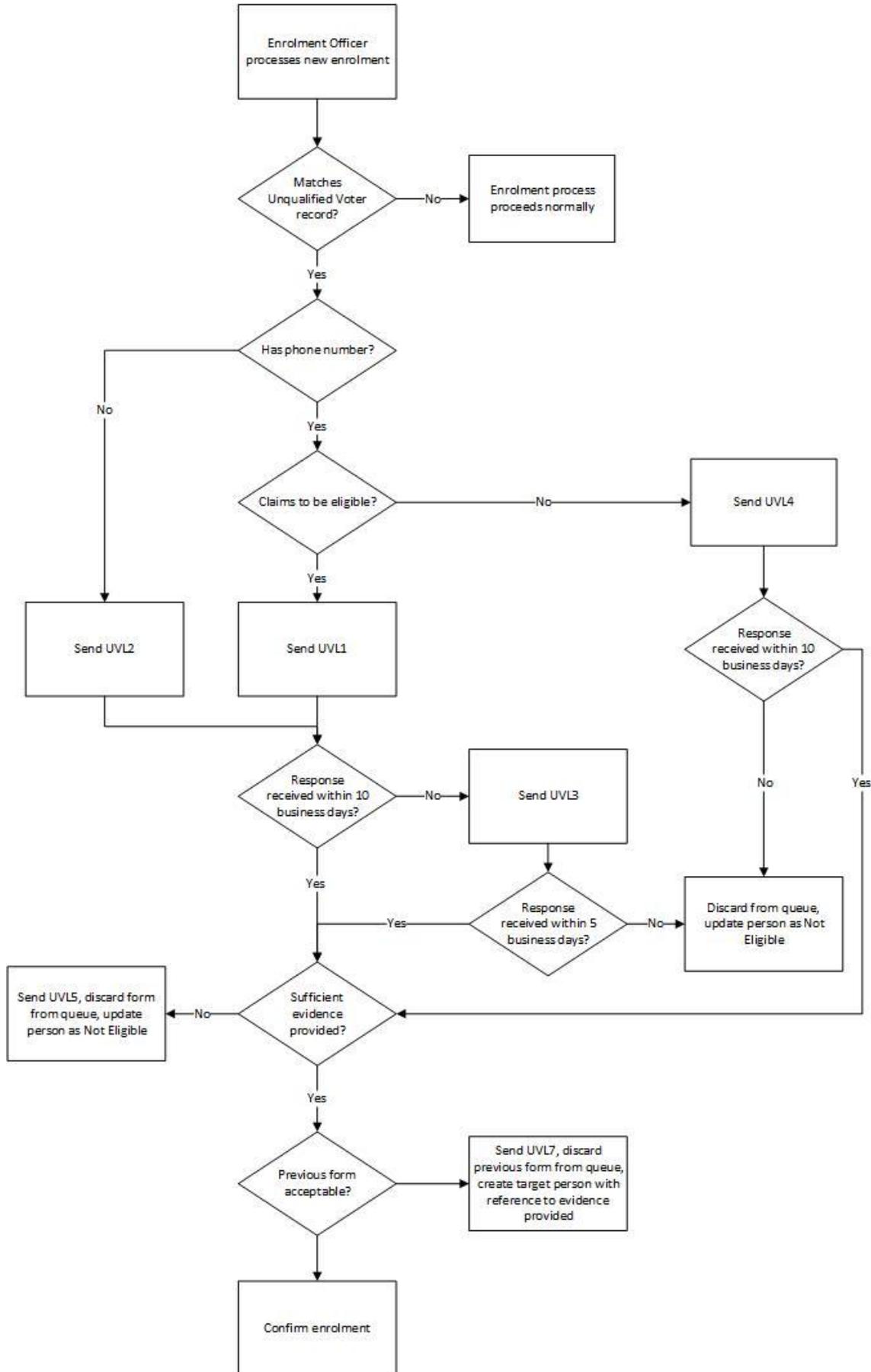
☎ From New Zealand 0800 36 76 56  
From overseas +64 9 909 4182

@ enrol@vote.nz

Ngā mihi  
Electoral Commission

**UVL7 - C** <correspondence ID>

**Appendix 7**



7<sup>th</sup> July 2025

Electoral Commission  
34-42 Manners Street  
PO Box 3220  
WELLINGTON 6140

██████████  
Senior Compliance Officer  
Office of the Privacy Commissioner  
PO Box 10094  
The Terrace  
Wellington 6143

Telephone: (04) 806 3663  
e-mail: @elections.govt.nz

Dear ████████,

**2024/2025 Unqualified Voters Match**

As required under Sections 104 and 105 of the Privacy Act, I have enclosed the 2024/2025 Unqualified Voters Match report.

The daily matches were carried out by the Electoral Commission as provided for in the Agreement with the Ministry of Business, Innovation and Employment (Immigration NZ), and there has been no change to the process or matching rules in the 2024/25 period.

Please contact me if you have any questions or comments regarding the report.

Yours Sincerely,



**IT Applications Manager**



**Previous version:**

## **We can match information to invite people to enrol and update their details**

We can match information about people on the electoral rolls with information that other government agencies hold. We can match information to identify people who:

- are qualified to vote but haven't enrolled, so we can invite them to enrol
- we can invite to update their address on the electoral roll.

The Privacy Commissioner oversees information matching and writes a yearly report on each programme.

We take part in five information matching programmes:

[New Zealand Transport Agency \(driver licence\) and Electoral Commission Unenrolled Voters Programme](#)

[New Zealand Transport Agency \(vehicle registration\) and Electoral Commission Unenrolled Voters Programme](#)

[Ministry of Social Development \(beneficiary and student databases\) and Electoral Commission Unenrolled Voters Programme](#)

[Department of Internal Affairs \(passports\) and Electoral Commission Unenrolled Voters Programme](#)

[Department of Internal Affairs \(citizenship\) and Electoral Commission Unenrolled Voters Programme](#)

The Office of the Privacy Commissioner's website has more information about information matching:

[Learn more about information matching programmes](#)

## **Current version:**

### **We can match information to keep the electoral rolls accurate and up-to-date**

We can match information we hold with information that other government agencies hold to identify people:

- who have applied to enrol but do not appear to meet eligibility requirements for being included on the roll (not qualified to vote), so we can follow up with them
- that are qualified to vote but haven't enrolled, so we can invite them to enrol
- who we can invite to update their address on the electoral roll.

The Privacy Commissioner oversees information matching and writes a yearly report on each programme.

The Electoral Act 1993 allows the Commission to take part in information matching programmes with the following agencies:

- Immigration New Zealand and Electoral Commission Unqualified Votes Programme
- Department of Internal Affairs (Citizenship) and Electoral Commission Unenrolled Voters Programme
- Department of Internal Affairs (Passports) and Electoral Commission Unenrolled Voters Programme
- Ministry of Social Development and Electoral Commission Unenrolled Voters Programme
- New Zealand Transport Authority (Driver Licence) and Electoral Commission Unenrolled Voters Programme
- New Zealand Transport Authority (Vehicle Registration) and Electoral Commission Unenrolled Voters Programme

The Office of the Privacy Commissioner's website has more information about information matching:

[Learn more about information matching programmes](#)

# **Variation Agreement**

relating to the Memorandum of Understanding for  
the Notification of Deaths, Marriages, Civil Unions  
and Name Changes between

**Department of Internal Affairs (via The  
Registrar-General Births, Deaths and Marriages)**

and

**The Electoral Commission**

- between** (1) **The Registrar- General Births, Deaths and Marriages**, being the person who for the time being holds office under section 79 of the Births, Deaths, Marriages and Relationships Registration Act 1995 (**the Registrar-General**)
- and** (2) **The Electoral Commission**, an independent Crown entity established under section 4B of the Electoral Act 1993 (**the Commission**)

## **Background**

---

- A. Under sections 92, 93 and 94 of the Electoral Act, the Registrar-General is required to notify the Commission of deaths, marriages, civil unions and name changes of registered electors (**BDMR Elector Information**) to assist the Commission in maintaining the accuracy of the electoral rolls.
- B. The Registrar-General and the Electoral Commission entered into a Memorandum of Understanding for the Notification of Deaths, Marriages, Civil Unions and Name Changes (the **Agreement**) relating to the process and procedures to enable the Commission to receive and process any BDMR Elector Information received from the Registrar-General in relation to any person over 17 years on 10 April 2019.
- B. The parties wish to enter this Variation Agreement to amend the Agreement in accordance with the terms of this Variation Agreement.

## **Variation**

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### **1. Definitions**

- 1.1 In this Variation Agreement, unless the context otherwise requires, terms defined in the Agreement have the same meaning in this Variation Agreement.

### **2. Effective Date**

- 2.1 This Variation Agreement, including all variations to the Agreement set out in this Variation Agreement, takes effect on the date this Variation Agreement is signed by both parties.

### **3. Changes to the Agreement**

- 3.1 The Agreement is varied as follows:

- (a) All references in the Agreement to "Privacy Act 1993" are deleted and replaced with "Privacy Act 2020".

- (b) Clause 1.28 of Schedule 1 of the Agreement is deleted and replaced as follows:

The files will be sent from DIA's SFTP server to the Commission each working day using an automated system process.

- (c) Clause 1.32 of Schedule 1 of the Agreement is deleted.

- (d) Clause 1.33 of Schedule 1 of the Agreement is deleted and replaced as follows:

After files have been imported they are stored in an archive directory on the system application server for 21 days before being deleted.

#### 4. Other provisions unaffected

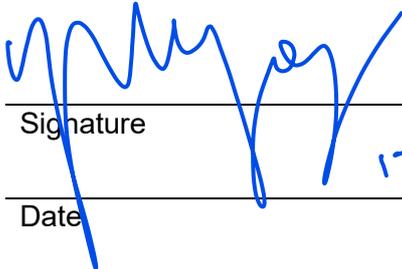
- 4.1 The parties agree and acknowledge that except to the extent that the terms of the Agreement are expressly varied and modified by this Variation Agreement, the terms contained in the Agreement shall continue in full force and effect.

#### Execution

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##### Signed as an Agreement

**SIGNED** by Jeff Montgomery, Registrar-General  
of Births, Deaths and Marriages

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 17/11/22

**SIGNED** by Karl Le Quesne, Chief Electoral  
Officer, Electoral Commission

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date 5/8/2022