

# OFFSHORE APPROVED AGENCY ARRANGEMENT

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to access the

## NEW ZEALAND POLICE VETTING SERVICE

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Between Her Majesty the Queen in right of New Zealand acting by and through the Commissioner of Police  
("NZ Police")

And \_\_\_\_\_ (Approved Agency)

### Background

1. NZ Police provides a vetting service to certain offshore organisations that have functions such as providing care to children, older people and vulnerable members of society, or a legislative or other obligation to carry out screening or probity checks on individuals, and that have been approved (following consideration of the Vetting Service criteria as set from time to time) by NZ Police to access the vetting service ("**Approved Agency**"). A screening service may be an Approved Agency in place of one or more such organisations.
2. The purpose of the vetting service is to contribute to public safety and national security by assisting the Approved Agency in assessing the suitability of an individual, including contractor or volunteer ("**Applicant**") for employment, engagement or service provision in a position of trust, in a specified field of endeavour, or who is required to meet mandated requirements; for example, childcare; occupational licensing, registration or training; visa/citizenship ("**Proper Purpose**").
3. The vetting service comprises the processing of a request from the Approved Agency, made with the consent of the Applicant, to disclose information held or accessed by NZ Police about an Applicant, if any ("**Vetting Request**"), and the issuing of a response ("**the Result**"), to be used by the Approved Agency only for the above Proper Purpose ("**Vetting Service**").
4. The Vetting Service is provided subject to the payment of any applicable fee.
5. The Vetting Service is delivered through QueryME, an electronic (web-based) application for transmitting Vetting Requests and Results ("**QueryME**").

### Arrangement

6. This Arrangement ("**the Arrangement**") specifies the scope of the Vetting Service and the terms and conditions under which the Approved Agency may interact through QueryME with NZ Police to access the Vetting Service.

7. The Arrangement will be administered by the participants' authorised representatives as identified in **Schedule 1 ("Authorised Representative")** or as notified between the participants from time to time.
8. The Approved Agency warrants that the Authorised Representative has the authority to represent it for the purposes of the Arrangement.
9. Subject to clause 51, where an Approved Agency authorises another person or agency (such as an employment agency) as its agent for the purposes of any part of the Arrangement, the Approved Agency will notify NZ Police and provide sufficient evidence of the scope of the agency authority and the duly authorised agent's agreement to be subject to the terms and conditions of the Arrangement, as appropriate; in particular, the duly authorised agent must agree not to access, retain, use or disclose any information obtained pursuant to the Arrangement for its own purposes.
10. Where an Approved Agency is a screening service which makes assessments as to suitability of Applicants on behalf of a group of organisations that would otherwise be eligible for approval to access the Vetting Service, the information contained in the Result should not be disclosed to those organisations (only the decision as to suitability should be disclosed).
11. The Approved Agency agrees to access the Vetting Service on the following terms and conditions.

## Scope of Vetting Service

12. NZ Police will process a vetting request within 20 working days, as that period is defined in section 2 of the Privacy Act 1993 (NZ), unless a delay for consultation necessitates an extension to be notified.
13. A Result may be limited by the accuracy of the identification of the Applicant (including aliases) according to the information provided in the Vetting Request, and the comprehensiveness of Police records.
14. While every care will be taken by NZ Police to conduct a search of information held or accessed by NZ Police that relates to the Applicant, the Result may not include all information relating to the Applicant. Reasons for information being excluded from the Result include the operation of laws that prevent disclosure of certain information, or that the applicant's record is not identified by the search process across the Police systems. The Result is a point in time check and should not be relied upon for an unreasonable amount of time.
15. The Approved Agency should provide the Applicant with a reasonable opportunity to respond to or validate the information in the Result before making any decisions that may adversely affect the Applicant.
16. To the extent permitted by law, all information provided in the Result is made available for use on the following conditions:
  - (a) The information in the Result should form only one part of any process for determining an Applicant's suitability for any entitlement, profession, undertaking, appointment or employment.
  - (b) This information is provided by NZ Police for the Proper Purpose and should be stored, retained, used and disclosed in accordance with the Privacy Act 1993 (NZ) or equivalent domestic legislation.
17. Subject to paragraphs 18, 19 and 20, information released in the Result will comprise criminal convictions, active charges and warrants to arrest, if any.
18. Information held or accessed by NZ Police in the vetting process may be subject to legislative or Court-imposed prohibitions on disclosure.
19. The Criminal Records (Clean Slate) Act 2004 (NZ) will be applied, including the exceptions to the clean slate scheme described in section 19 (notably section 19(3)(e) where the role of the Applicant predominantly involves the care and protection of a child or young person).
20. Information subject to statutory or Court-imposed name suppression or other prohibitions on publication may be released where it is unequivocally and substantially relevant to risk such that the Approved Agency has a genuine interest in the information, but subject to a warning against publication.

## Vetting request process

21. The Approved Agency will obtain the informed consent of the Applicant to a NZ Police vet.
22. To make a vetting request, the Approved Agency, through its Authorised Representative, will properly complete the NZ Police request and consent form, which includes the Applicant's consent to disclosure to the Approved Agency of personal information held by NZ Police ("**the Form**"). The Form requirements may be incorporated into an Approved Agency's own application documentation in consultation with the NZ Police Authorised Representative, and may be sought in addition to those contained in legislatively prescribed forms (particularly in relation to evidence of identity).
23. The Approved Agency is responsible for:
  - (a) directing the Applicant to the purpose and scope of the vetting check (including the operation of the clean slate scheme as explained in the Form);
  - (b) providing the Applicant with access to the Result and with a reasonable opportunity to respond to or seek validation of the accuracy of the Result; and
  - (c) determining the suitability of the Applicant based on the Approved Agency's own assessment of the Result and any other information obtained.
24. The Approved Agency is responsible (and NZ Police is not responsible) for checking the identity of the Applicant, as set out in the Form in accordance with the New Zealand Evidence of Identity Standard adopted by NZ Police for the Vetting Service to satisfy itself prior to submitting the Vetting Request that the Applicant is the person who is the subject of the Vetting Request. Other forms of identification evidence may be accepted in cases where it is difficult for the Applicant to provide proof of his or her identity, subject to prior consultation with and approval of NZ Police.
25. The Approved Agency will:
  - (a) Collect the information as required in the Form and complete the request requirements;
  - (b) Ensure the role being applied for by the Applicant is sufficiently well-described, including whether it predominantly involves care and protection of a child or young person, to enable NZ Police:
    - to verify that the request is for a Proper Purpose;
    - to comply with the New Zealand Criminal Records (Clean Slate) Act 2004 (NZ), or any other legislative requirements; and
    - to disclose relevant information to meet the Proper Purpose;
  - (c) Confirm that the identity of the Applicant has been checked by the means described in the Form;
  - (d) Ensure the personal information is provided as required by the Applicant and that the Applicant has signed the authorisation manually or electronically for a NZ Police vet.
  - (e) Draw the attention of the Applicant, where practicable, to the matters in the Form to be acknowledged and understood relating to a NZ Police vet.
26. The Approved Agency will enter the vetting request into QueryME using the designated electronic format.
27. Following submission of the request via QueryME, the Approved Agency will ensure the original completed and signed Form, including identity documents, is available for provision to NZ Police within three (3) working days of a request for it being made.
28. In respect of the Form and identity documents, the Approved Agency will comply with the audit requirements (clause 45) and the document retention and disposal requirements (clauses 46(a) and 46(b)).

## Rejection of Vetting Request

29. A Vetting Request that has not been made in accordance with the above requirements, or that contains errors, may be rejected. The Vetting Request will need to be resubmitted correctly and will be treated as a new Vetting Request.
30. Rejection of a Vetting Request does not affect liability to pay any prescribed fee (clause 35). NZ Police may, at its discretion, waive payment of the fee for a rejected Vetting Request except where significant work has already been undertaken to process it or where administrative errors by the Approved Agency are persistent.

## Withdrawal of Vetting Request

31. If the Applicant withdraws consent to be vetted or the Approved Agency elects to withdraw the request, the Approved Agency will immediately notify NZ Police by withdrawing the request from QueryME via the external vetting website or by contacting the NZ Police by email. In the case of an email, NZ Police will withdraw the request provided the email has been submitted before the Result has been issued. In these cases, no Result will be made available. If the Result has already been viewed or downloaded by the Approved Agency, the information should not be used or disclosed and any copies must be immediately securely destroyed by the Approved Agency.
32. Withdrawal of a Vetting Request at any stage does not affect liability to pay any applicable fee or charge (clauses 35, 36, 37 & 39)

## Adverse Decision and Challenge of Vetting Result

33. The Approved Agency will provide the Applicant with access to the Result if requested, or may do so voluntarily as a matter of course, particularly prior to making an adverse decision based in whole or in part on the Result, to ensure the Applicant has an opportunity to challenge the Result.
34. Where the Applicant or the Approved Agency challenges the accuracy of the Result, the Approved Agency will notify the NZ Police Vetting Service, or direct the Applicant to do so, to initiate the Challenge Process.

## Fees

35. Any fees to be charged by NZ Police to access the Vetting Service are set out in **Schedule 2**. These fees may be changed from time to time.
36. The Approved Agency submitting a request for a NZ Police vet agrees to pay NZ Police the relevant fee upon receipt of an invoice and by a process mutually agreed in advance in writing.
37. Where the Approved Agency withdraws the request in accordance with clause 31, the fee remains payable.
38. NZ Police will provide the Approved Agency with three months' Notice of any fee changes for a NZ Police vet.

## Security & Privacy

39. The Approved Agency will have and implement recordkeeping and business policies and procedures that protect the security of Police systems and the privacy of information about the Applicant obtained in connection with the vetting process, including:
  - (a) access to QueryME by authorised staff only;

- (b) standard security measures such as access control password protection and individual logons for electronically held information, and secure storage of hard copy information should be commensurate with the sensitivity and/or protective marking associated with the information such as locked cabinets;
  - (c) secure destruction of the Result and the Form should be documented;
  - (d) use of username and passwords, and auditing of account usage and data transactions, administered by NZ Police for data exchanged by electronic portal;
  - (e) training in vetting processes and the security and privacy requirements of this Arrangement;
  - (f) an email address preferably originating from the Approved Agency domain (e.g. authorised representative name@businessname.org.au).
40. Any personal information disclosed by NZ Police in a Result is protected by encryption both in transit and at rest, and classified under the NZ Government Security Classification 'In Confidence'. It is preferable that the Approved Agency, where it has the capability, applies encryption to the Result once they have downloaded it to their system, and before transferring the data within their own system. In all cases the Result must be marked 'In Confidence'.
41. All personal information obtained by the Approved Agency in the vetting process will be treated securely and confidentially and in accordance with the Privacy Act 1993 (NZ), or equivalent domestic legislation, and will only be used for the Proper Purpose.
42. The Approved Agency will not, unless required or permitted by law and in compliance with this Arrangement, disclose the Result to any third party (excluding the Applicant) or within the Approved Agency unless necessary for the Proper Purpose.
43. The Approved Agency will promptly notify NZ Police if it becomes aware of any security incident or a breach or potential breach of privacy by either participant in respect of any matter relating to the Arrangement, and cooperate with NZ Police in managing the incident or breach.
44. The obligations in clauses 39, 40, 41, 42 & 43 survive the termination of the Arrangement.

## **Audit**

45. The NZ Police will be entitled to access the Approved Agency's site or premises (excluding national security agencies and police agencies) during usual work hours by giving not less than three (3) working days Notice to inspect the area and documentation or audit the vetting process and policies to ensure compliance with the terms and conditions of this Arrangement. In any event, the Approved Agency will provide such information to NZ Police as is reasonably required to satisfy NZ Police that policies and procedures relating to the vetting process have been and are being properly followed.

## **Retention & Disposal of Information**

46. The Approved Agency will not make the completed Form (including identification documents) or the Result a permanent part of its records, but will:
- (a) retain the documentation not longer than twelve (12) months following receipt of the Result, unless a longer retention period is required under legislation; and
  - (b) securely dispose of the documentation in accordance with clause 40 or any legislative requirement.

## **Differences**

47. Prior to commencing legal proceedings, the participants agree to use their best endeavours to resolve any issues, disputes or differences that may arise under the Arrangement, using the following process:
- (a) A participant will give Notice to the other if it considers a matter is in dispute;
  - (b) The participants will attempt to resolve the dispute through direct negotiation between the Authorised Representatives;
  - (c) If the Authorised Representatives have not resolved the dispute within 30 Business Days of Notice, they will refer it to the participants' senior managers for resolution, and if the senior managers have not resolved the dispute within 30 Business Days of it being referred to them, the participants will refer the dispute to mediation or some other form of alternative dispute resolution;
  - (d) Each participant will pay its own costs of mediation or alternative dispute resolution. Mediation meetings, if necessary and as agreed between the participants, will take place in New Zealand.
48. Clause 47 is subject to provisions in the Arrangement relating to suspension or termination.

## **Term of Arrangement**

49. The Arrangement will commence upon the date of execution by both participants (and, if signed on different dates, the later date) and will remain in force until terminated.

## **Variation and Assignment**

50. NZ Police may vary the Arrangement at its discretion from time to time. NZ Police will notify the Approved Agency of any variation by giving 30 days' Notice.
51. The Approved Agency may not assign its obligations under the Arrangement and agrees not to assign its rights under this Arrangement without NZ Police's prior written approval.

## **Suspension**

52. NZ Police may, at its discretion and in addition to any other rights it has under this Arrangement, suspend or reduce the level of access to the Vetting Service it provides to the Approved Agency under the Arrangement where:
- (a) The Approved Agency has breached a provision of the Arrangement; or
  - (b) NZ Police reasonably suspects that the Approved Agency has committed or may commit a breach of a provision of the Arrangement,
- until such time as the breach by the Approved Agency has been remedied to the satisfaction of NZ Police, or the Arrangement is terminated.
53. If access to the Vetting Services is suspended or reduced, NZ Police will give a default Notice to the Approved Agency stating:
- (a) the nature of the breach;
  - (b) what is required to remedy it; and
  - (c) the time and date by which it must be remedied (which will be reasonable in the circumstances).
54. If the Approved Agency does not remedy the breach in accordance with the default Notice, NZ Police may terminate the Arrangement without further Notice.

55. The Approved Agency will continue to perform the Approved Agency's obligations under the Arrangement, as applicable, notwithstanding any suspension or reduction of the Vetting Service.

## Termination

56. Either participant may terminate the Arrangement without cause by giving 30 days' Notice.
57. If the Arrangement is terminated, the Approved Agency is liable to pay any fees and charges due to NZ Police.
58. NZ Police may terminate this Arrangement immediately by Notice to the Approved Agency if any of the following termination events occur:
- (a) the Approved Agency breaches any provision of the Arrangement and NZ Police reasonably considers that the breach cannot be remedied;
  - (b) the Approved Agency breaches any provision of the Arrangement and does not remedy the breach by the time and date notified in NZ Police's default Notice;
  - (c) NZ Police considers that its decision to approve the Approved Agency to access to the NZ Police Vetting Service was affected by information provided by the Approved Agency that was incorrect, incomplete, false or misleading;
  - (d) NZ Police is satisfied on reasonable grounds that the Approved Agency is unable or unwilling to satisfy the terms of the Arrangement;
  - (e) the Approved Agency comes under any form of administration or assigns its rights otherwise than in accordance with the Arrangement;
  - (f) the Approved Agency is unable to pay all its debts as and when they become payable or fails to comply with a statutory demand;
  - (g) proceedings are initiated with a view to obtaining an order for winding up the Approved Agency;
  - (h) if the Approved Agency is a local government organisation, and action is taken to cease the Approved Agency operations and/or to amalgamate them with the operations of another local government organisation;
  - (i) the Approved Agency becomes bankrupt or enters into a scheme of arrangement with creditors;
  - (j) anything analogous to, or of a similar effect to, anything described in clauses 58(e) and 58(i) occurs in respect of the Approved Agency.
59. If a purported termination by NZ Police under clause 58 is determined by a competent authority not to be properly a termination under clause 58, then that termination by NZ Police will be deemed to be a suspension under clause 52 with effect from the date of the Notice of termination referred to in clause 58.

## Notice

60. A Notice under this Arrangement will be delivered by email to the Primary Email Address of the Approved Agency. A Notice will be considered to have been received by the Approved Agency at the time the email enters the recipient's information system as evidenced by:
- (a) a read receipt (if requested by the party giving Notice); or
  - (b) a delivery receipt (if requested by the party giving Notice) and the email is not returned undelivered or as an error, or an out-of-office notification is not received.

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.

## **Public/Media Statements**

61. The Approved Agency agrees not to release public or media statements related to the Arrangement or any aspect of the NZ Police Vetting Service without consulting NZ Police.

## **Governing Law, currency and time**

62. The Arrangement will be, governed and interpreted in accordance with the laws of New Zealand, and the Courts of New Zealand will have full and exclusive jurisdiction to determine any dispute under it. All money is in New Zealand dollars, unless Schedule 2 specifies a different currency. Dates and times are New Zealand time.

## **General**

63. Rights under the Arrangement may only be waived by Notice. No waiver will be deemed to be a waiver of rights in respect of any other or subsequent breach of the Arrangement.
64. If any provision of the Arrangement is determined by a Court or Tribunal to be illegal, invalid or otherwise unenforceable, the legality and/or validity of the remainder of the Arrangement shall not be affected and will continue in full force and effect.
65. The covenants, conditions and clauses of the Arrangement which are capable of having effect after the expiration of the Arrangement shall remain in full force and effect following the expiration of the Arrangement.



# OFFSHORE APPROVED AGENCY ARRANGEMENT



to access the

## NEW ZEALAND POLICE VETTING SERVICE

The arrangement can be executed either electronically or in paper format

Offshore Approved Agency	NZ Police
Agency Name: .....	For and on behalf of the Commissioner of the New Zealand Police
<b>Authorised Signatory</b>	<b>Authorised Signatory</b>
Name: .....	Name: .....
Position: .....	Position: .....
Signature: X	Signature: X
Date: .....	Date: .....
<b>Witness</b>	<b>Witness</b>
Name: .....	Name: .....
Occupation: .....	Occupation: .....
Signature: X	Signature: X

## SCHEDULE 1

### AUTHORISED REPRESENTATIVES

	<b>Australian Approved Agency Authorised Representative</b>	<b>NZ Police Authorised Representative</b>
Name: Position:		Colin (Bruce) Mackay Manager, NZ Police Vetting Service
Contact Details:	Ph: Email:	Ph: 04 474 9415 Email: <a href="mailto:QueryME@police.govt.nz">QueryME@police.govt.nz</a>
Address:		Police National Headquarters, 180 Molesworth Street, PO Box 3017, Wellington 6140, New Zealand
Website address:		<a href="http://www.police.govt.nz/advice/businesses-and-organisations/vetting">http://www.police.govt.nz/advice/businesses-and-organisations/vetting</a>

## SCHEDULE 2

### SCHEDULE OF FEES

#### NZ Police Vet

Type of check	Fee
Standard check	NZ \$23.00
Volunteer check	NZ \$8.50

Three months' Notice will be provided by NZ Police to Approved Agencies of any change in fees.

## SCHEDULE 3

### GLOSSARY

Applicant	The person consenting to undergo a NZ Police vet.
Approved Agency	An offshore agency that has entered into an approved agency arrangement with the NZ Police Vetting Service.
Arrangement	This arrangement including schedules.
Authorised Representative	The persons named in schedule 1 as the participants' authorised representatives.
Business Day	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 5.00pm.
Challenge Process	The process which is used when an Applicant wishes to challenge the Result. See <a href="http://www.police.govt.nz/faq/someone-i-have-vetted-believes-information-about-them-incorrect-whats-can-be-done">http://www.police.govt.nz/faq/someone-i-have-vetted-believes-information-about-them-incorrect-whats-can-be-done</a>
Evidence of Identity (EOI)	The standard required to confirm an applicant's identity as adopted by NZ Police for the Vetting Service. See <a href="http://www.dia.govt.nz/Resource-material-Evidence-of-Identity-Standard-Index">http://www.dia.govt.nz/Resource-material-Evidence-of-Identity-Standard-Index</a>
Form	The prescribed form entitled 'NZ Police Vetting Service Request and Consent Form'.
In Confidence	The NZ Government security classification applied to the Result. See <a href="http://www.gcsb.govt.nz/assets/GCSB-Documents/Guidelines-for-Protection-of-Official-Information-Wallchart.pdf">http://www.gcsb.govt.nz/assets/GCSB-Documents/Guidelines-for-Protection-of-Official-Information-Wallchart.pdf</a>
Notice	A formal or legal communication from one part to the other that meets the requirements of clause 60.
Primary Email Address	The email address of the Approved Agency to be used as the address for service and provision of Notice under the Arrangement, as advised between the parties from time to time.
Proper Purpose	The vetting purpose as defined in clause 2
Result	The NZ Police Vetting Service response to an Approved Agency's Vetting Request.
QueryME	The electronic (web-based) application for transmitting Vetting Requests and Results
Vetting Request	A request made via QueryMe by an Approved Agency with the Applicant's consent for relevant information relating to an Applicant. Refer also to clause 3
Vetting Service	The NZ Police Vetting Service providing Police vets to Approved Agencies. Also refer to clause 3