



MEMORANDUM OF UNDERSTANDING

between

WorkSafe New Zealand

and

New Zealand Police

8 June 2018

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THIS MEMORANDUM OF UNDERSTANDING is made on 8 June 2018

BETWEEN WorkSafe New Zealand

AND New Zealand Police

INTRODUCTION

1. WorkSafe New Zealand (WorkSafe) is established under the WorkSafe New Zealand Act 2013. WorkSafe's main objective is to 'promote and contribute to a balanced framework for securing the health and safety of workers and workplaces'.
2. WorkSafe operates under the Health and Safety at Work Act 2015 and other relevant health and safety legislation.
3. WorkSafe's functions are to:
 - advise on the operation of the workplace health and safety system, including coordination across the different components of the system
 - make recommendations for changes to improve the effectiveness of the workplace health and safety system, including legislative changes
 - monitor and enforce compliance with relevant health and safety legislation
 - make recommendations about the level of any funding (including fees or levies) that WorkSafe requires to effectively carry out its functions
 - develop codes of practice
 - provide guidance, advice, and information on workplace health and safety to—
 - persons who have duties under the relevant health and safety legislation; and
 - the public.
 - promote and support research, education, and training on or in workplace health and safety
 - collect, analyse, and publish statistics and other information relating to workplace health and safety
 - engage in, promote, and co-ordinate the sharing of information with other agencies and interested persons that contribute to workplace health and safety
 - foster a co-operative and consultative relationship between persons who have duties under the relevant health and safety legislation and the persons to whom they owe duties and their representatives in relation to workplace health and safety
 - promote and co-ordinate the implementation of workplace health and safety initiatives by establishing partnerships or collaborating with other agencies or interested persons in a coherent, efficient, and effective way
 - perform or exercise any other functions or powers conferred on WorkSafe by or under any other enactment
 - perform any additional function that the Minister directs under section 112 of the Crown Entities Act 2004.
4. The New Zealand Police (Police) operates under and is regulated by the Policing Act 2008. The functions of the Police include:
 - keeping the peace
 - maintaining public safety
 - law enforcement
 - crime prevention
 - community support and reassurance
 - national security
 - participation in policing activities outside New Zealand
 - emergency management.

5. The Parties currently work together and offer advice to each other. They wish to formalise this relationship and specify the terms and conditions under which this will occur.

COMMENCEMENT

6. This Memorandum of Understanding (MOU) revokes and replaces all previous MOUs between WorkSafe and the Police (the Parties). The effective date is the date of the last signature, and the MOU will continue to be in effect until termination.

INTERPRETATION

7. For the purposes of this MOU, the following terms are defined:

Areas of common interest means those matters where each Party contributes to a shared outcome or has a shared role or interest, including (but not limited to):

- meeting the requirements of international agreements
- meeting government's policy objectives
- promoting greater cooperation and coordination across the wider government sector
- sharing of information and expertise
- carrying out inspections
- responding to events and complaints, and undertaking investigations as required
- undertaking enforcement actions and reporting.

Chief Executive means the Chief Executive of WorkSafe.

Assessments for WorkSafe, are targeted and planned examinations of a sample of a workplace or work activity to assess the effectiveness of health and safety management.

Investigations for WorkSafe, are reactive interventions initiated in response to past events and in accordance with the legislation. A WorkSafe investigation is a formal, structured process of inquiry that is systematically and actively managed. Investigations are conducted to establish the facts, to identify any breaches of the law, to prevent recurrence, to recommend an appropriate response to any breaches identified, and to understand the causes and lessons learned where possible.

Party or Parties means the signatories to this MOU and its schedules.

HSWA means the Health and Safety at Work Act 2015 and includes any subsequent amendments to, and any regulations made under, that Act.

Third party means someone who is not a party to this MOU.

PURPOSE AND PRINCIPLES

8. The purpose of this MOU is to establish a framework for co-ordination of activities, collaboration, and co-operation between the Parties, particularly in relation to identified areas of common interest. This will be guided by the Parties' values and the following principles:

- **Open communication** – the Parties will communicate openly and collegially to achieve the best overall outcomes.
- **No surprises** – the Parties will inform each other of any identified emerging situation in an area of common interest as soon as practicable.
- **Collaboration** – the Parties will seek mutually beneficial outcomes, where feasible and appropriate, by:
 - i. consulting on policy initiatives and strategic priorities and plans
 - ii. sharing information, communication and media strategies

- iii. co-ordinating case investigation and management
- iv. identifying and co-ordinating training.
- **Integrity** – the Parties will actively co-operate in a manner that recognises the other Party's functions, duties and powers in a way that fosters mutual respect and trust.
- **Efficiency** – where practicable, the Parties will discuss and align their approaches to maximise efficiency.

OUTCOMES

9. The desired outcomes of this MOU are that the Parties work together to achieve:
- a whole of government approach to effective and efficient regulation of work health and safety
 - the safe and healthy return home of all who go to work
 - safer communities together
 - the trust and confidence of all
 - collective impact.

SCHEDULES TO THIS MEMORANDUM OF UNDERSTANDING

10. The Parties agree that from time to time they may develop schedules to this MOU relating to specific procedures and activities, with the approval of the relevant executive members or their delegates.
11. Reviews, modifications or terminations of existing schedules may be undertaken by the mutual written agreement of the signatories.
12. Every schedule will set out:
- the person (by position title) in each Party responsible for the schedule, and contact details for those people
 - any agreed policy and process covering the shared resourcing of joint activities covered by the schedule.

CONSULTATION ON POLICY AND OPERATIONAL INITIATIVES, STRATEGIC PRIORITIES AND PLANS

13. Nationally the Parties will inform each other, at an initial stage of development, of strategic priorities, plans and relevant policy or operational initiatives in areas of common interest.
14. At Police district or local levels the Parties will inform each other, at an initial stage of development, of relevant initiatives that affect the other Party.

COMMUNICATION AND MEDIA STRATEGIES

15. At Police national, district, or local levels the Parties will inform each other of relevant communication strategies, at an initial stage of development. This can include developing communication plans and strategies.
16. Where appropriate, opportunities for joint communication campaigns should be taken at Police national, district or local levels.
17. Each Party will consult with the other if it is considering providing information or comment to the media on a matter in which the other Party has an interest.
18. Each Party will raise any operational or policy concerns through appropriate internal channels, rather than through the media.

TRAINING

19. The Parties may identify training opportunities in areas of common interest and, where practicable, will co-ordinate training programs.

SHARING INFORMATION

20. The Parties agree to share information in line with the Government inter-agency Information Sharing Guide attached at Appendix 1 to this schedule.¹
21. Where information is shared, the Party providing the information will indicate the level of sensitivity that applies to the information, or any part of the information, where appropriate.
22. The Parties agree that shared information will be stored with appropriate security measures, whether the information is in electronic form, hard copy documents, or otherwise.
23. The Parties agree that, where possible, requests for shared information from a third party will be referred to the Party that generated the information. Where this is not practical, shared information will not be disclosed to any third party without consultation with the originating party, other than is required by law.
24. Schedules to this MOU may incorporate more detail about how particular information is shared.

REVIEW OF MEMORANDUM OF UNDERSTANDING AND SCHEDULES

25. The Parties' representatives will review this MOU and schedules every five years, or earlier if required. Any additional or subsequent amendments, including amendments required due to legislative changes, may be made pursuant to paragraph 32.
26. The Parties' representatives are primarily responsible for ensuring that their staff are aware of, and contribute to, the desired outcomes of this MOU.

ISSUE OR DISPUTE RESOLUTION

27. All issues, disputes and differences between the Parties about the interpretation or performance of this MOU shall be resolved at the earliest opportunity by the relevant senior staff closest to where the issue has arisen.
28. Only when matters considered under paragraph 27 above remain unresolved or require further adjudication should they be referred to the Assistant Commissioner: Investigations (Police) and the General Manager, Better Regulation (WorkSafe).

COSTS AND RESOURCES

29. Unless the Parties mutually determine otherwise, the cost of meeting the commitments of this MOU shall be met by the Party incurring the cost.
30. Parties may identify areas where both will benefit from shared resourcing.

TERMINATION

31. Termination can take place at any time by either Party giving the other written notification and will be effective immediately.

¹ S197 of HSWA provides an information sharing protocol. The Parties acknowledge this section but have agreed to use the New Zealand Police Information Sharing Guide.

VARIATION

32. Except as provided herein, this MOU and schedules can only be modified by a written agreement duly signed by persons authorised to sign on behalf of the Parties.
33. The most recent signed version of the MOU and schedules supersedes and cancels all previous versions.

CONDITIONS

34. Nothing in this MOU shall make either Party liable for the actions of the other or constitute any legal relationship between the Parties.
35. The provisions in this MOU are to be read subject to any Cabinet or Ministerial directives, and any enactment.
36. Where there are changes to government policy which affect the purpose and functions of this MOU, each Party agrees to inform the other of those changes at the earliest possible time thereafter and agrees to meet to re-negotiate any aspects of this MOU if necessary.
37. All schedules to the MOU dated 27 January 2015 will remain current and will be transferred to this MOU, specifically:
- a. Schedule 1: On-road vehicles activities protocol (dated 1 December 2017).
 - b. Schedule 2: Investigations protocol (dated 14 December 2017).
38. All subsequent schedules agreed to by WorkSafe and the Police after signing this MOU will be subject to the terms of this MOU.

PARTIES' REPRESENTATIVES

39. The Parties' representatives for the maintenance of this MOU are:

New Zealand Police

Designation	National Manager, Criminal Investigations
Address	180 Molesworth Street P O Box 3017 Wellington
Telephone	(04) 474 9499

WorkSafe New Zealand

Designation	Manager, Policy and Practice
Address	86 Customhouse Quay PO Box 165 Wellington
Telephone	(04) 897 7699

THIS MEMORANDUM OF UNDERSTANDING is made on 8 June 2018

BETWEEN WorkSafe New Zealand

AND New Zealand Police

SIGNED



Nicole Rosie
Chief Executive
WorkSafe New Zealand



Mike Bush MNZM
Commissioner of Police
New Zealand Police

Information Sharing Decision Tree

The questions below will help you decide whether you should share personal information:

- If the answer to one question is **yes**, then you can share!
- A **no** answer to all four questions probably means you should seek further advice from your supervisor or Privacy Officer.

Question 1 – Is sharing the information one of the reasons the information was collected?

Personal information is nearly always collected for specific purposes. If you want to share the information for one of these purposes (or for a directly related purpose), then you can.

YES → **SHARE** **NO** → **GO TO QUESTION 2**

Question 2 – Is there a serious threat?

You can always share information if there is a serious threat to public safety or to a person’s life or health. To help decide if the threat is serious, think about how soon the threatened event may happen, how likely it is to happen and how bad the results could be.

Remember: if you can do something to remove or minimise the threat, you should do it.

YES → **SHARE** **NO** → **GO TO QUESTION 3**

Question 3 – Is sharing the information necessary to maintain the law?

Information can always be shared:

- To avoid prejudice to the maintenance of the law
- To prevent or investigate a particular criminal act
- If it is necessary for the prosecution and punishment of offences, or for the conduct of court proceedings

YES → **SHARE** **NO** → **GO TO QUESTION 4**

Question 4 – Is it practicable and safe to get the person’s authority to share?

Can you ask the person if they agree to the information being shared? Remember you should only ask if it is possible, appropriate and safe to do so.

If you can ask and they give permission then you can always share.

YES → **SHARE** **NO** → **SEEK ADVICE**



Information Sharing Guide

Often we are asked to provide information to another government agency, or we see or know something that we think we should pass on to another agency. This guide helps you make a safe decision about what information you can disclose (share)

Privacy

The Privacy Act allows agencies to share personal information without informing the affected person, even where the person has expressly instructed us not to do so.

You are allowed to share information in line with its original purpose, or where it is necessary to:

- **Uphold or enforce the law** – this can include the prevention, detection, investigation, prosecution, and punishment of offences *Privacy Principle 11(e)(i)*
- **Lessen a serious threat to public health or safety** *Privacy Principle 11(f)(i)*
- **Lessen a serious threat to the life or health of anyone** *Privacy Principle 11(f)(ii)*

Where another law says you should provide information, you are always able to do so.

These are examples of information sharing between our agencies that are allowed by the privacy principles:

Following a request to provide information:	When risk is identified and you tell someone:
<ul style="list-style-type: none"> ✓ Corrections asks MSD to confirm that a Home Detention offender has an appointment at MSD, so the absence from his home can be approved ✓ Police ask an agency for the recorded address of a person subject to a criminal investigation ✓ MSD staff believe that one of their clients is claiming an allowance to which they are not entitled, and asks Housing who is living at an address ✓ Customs asks Corrections about whether a client has a violent history and so could harm staff ✓ Police diversions officer asks MSD about convictions on charges filed by MSD (benefit fraud) because they do not appear in the criminal history but are a relevant consideration for a diversion decision ✓ Bailiff asks Police for any information about occupants and safety risks (weapons, dogs) at an address. 	<ul style="list-style-type: none"> ✓ A staff-member believes a client intends to harm themselves or others – shared with Police ✓ During a home visit, a staff member has a concern about risks to a child – shared with Police & Oranga Tamariki (following their Child Protection Policy) ✓ Housing staff are concerned about manufacture of drugs in a home that contains children and someone on Home Detention – shared with Police, Corrections, & Oranga Tamariki ✓ Police advise several agencies working with an individual that she is in possession of a pistol and should not be approached or any home visit attempted ✓ While conducting a warranted search, Customs discover manufacture of drugs – shared with Police

When requesting information:

Provide enough information to enable the person to be accurately identified

Specify the law you're upholding or the serious threat to public health or safety

Explain why the information is necessary to uphold the law, or lessen or prevent the threat

When sharing information:

Tell the agency why it is being released:
"This info is being released because ..."

Make sure the information is going to the right person at the right agency

Only disclose enough information to minimise the risk or achieve the goal

Document why you have shared the information

Any queries about this guidance should be directed to your agency's Privacy Officer