



NEW ZEALAND
CUSTOMS SERVICE
TE MANA ARAIO AOTEAROA



Agreement

between

New Zealand Customs Service

and

Auckland International Airport Limited

(Disclosure of information to private sector organisation
Section 317, Customs and Excise Act 2018)

1 Parties

- 1.1 The parties to this Agreement are:
- 1.1.1 The Chief Executive of the New Zealand Customs Service (**Customs**); and
 - 1.1.2 Auckland International Airport Limited (**AIAL**).

2 Purpose of the Agreement

- 2.1 This Agreement records the terms on which Customs agrees to provide regular disclosure of information to AIAL.
- 2.2 The objectives of this Agreement are to set out the detail regarding:
- 2.2.1 The nature of the information to be disclosed;
 - 2.2.2 The form in which the information is to be disclosed;
 - 2.2.3 How the information is to be used;
 - 2.2.4 Positions or designations of persons to whom information may be disclosed;
 - 2.2.5 The safeguards to be applied for protecting information;
 - 2.2.6 Requirements relating to the storage and disposal of disclosed information;
 - 2.2.7 Disclosure of the information to another specified third party;
 - 2.2.8 The requirements for reviewing the Agreement;
 - 2.2.9 The key contact persons; and
 - 2.2.10 The process for resolution of disputes.
- 2.3 This Agreement also includes two annexes. These annexes detail the specific outcomes sought and agreed to between the parties as well as technical aspects of any resulting system created to fulfil the requirements of this Agreement.

3 Definitions

- 3.1 Terms relevant to this Agreement are defined as follows:

Term	Definition
API	An application programming interface is a computing interface which defines interactions between multiple software intermediaries.
Category of Information	s304 of the Customs & Excise Act 2018 (CEA) defines two categories of information in regards to disclosures: <i>Category 1 information</i> means any information held by Customs,— a) including information relating to— (i) persons:

	(ii) goods; (iii) craft; but b) excluding Category 2 information <i>Category 2 information</i> means— a) the following information in relation to any person: (i) arrival and departure information; (ii) biometric information; (iii) passenger name record information; and b) intelligence assessments and reports generated by Customs
Craft	As per section 5 of the CEA craft means any aircraft, ship, or other machine or vessel, used or capable of being used for the transportation of goods or persons by air or by water.
Designated Roles	Any AIAL employee in a designated role as authorised to whom the information may be disclosed. These roles are listed in Annex 1.
IronKey	An encrypted password protected USB device that can be used for transfer of data.
Passenger/Pax	As per section 4 of the Immigration Act 2009: In relation to a craft, means a person, other than a member of the crew, who is carried in or on the craft with the consent of the carrier, or the person in charge, of the craft.
Transit Passenger	As per section 4 of the Immigration Act 2009: means a person who arrives in New Zealand from another country while in transit to another overseas destination, not intending to enter or remain in New Zealand.

4 Description of particular type or class of information to be disclosed

- 4.1 The information to be supplied by Customs to AIAL is craft, passengers and transit passengers' data as described in Annex 2, and includes both Category 1 and Category 2 information.
- 4.2 The details of this information are set out in Annex 2 and is a combination of the following categories of information:
 - 4.2.1 Category 1 information (craft); and
 - 4.2.2 Category 2 information which is limited to arrival and departure information.
- 4.3 The information to be supplied by Customs to AIAL will, at all times, be anonymised in a manner that means AIAL is unable to identify the individuals concerned, to the extent that any information about passengers may be provided.
- 4.4 Customs will not disclose Category 2 information that is biometric information, passenger name record information, or intelligence assessments and reports generated by Customs.

5 How the information is to be used by AIAL

- 5.1 AIAL is to use the data for the following purposes:
 - 5.1.1 Reporting and analytics.
 - 5.1.2 Operational and strategic planning relating to airport management. For the avoidance of doubt, this does not include on-selling the data to third parties.
 - 5.1.3 Invoicing airlines for the Passenger Service Charge (PSC).
- 5.2 In the event that any information supplied by Customs to AIAL is 'personal information' (as that term is defined in the Privacy Act 2020), AIAL:
 - 5.2.1 must not use or disclose that information; and
 - 5.2.2 must dispose of that information as soon as practicable.
- 5.3 Any other use of the information is only to be with the express permission of Customs and if ongoing in nature, documented as a change within this Agreement.
- 5.4 Each party will be responsible for ensuring that it complies with the Privacy Act 2020 in respect of the collection, use and disclosure of the information.

6 Detail about the form in which the information is to be disclosed

- 6.1 **Overview**
 - 6.1.1 The details regarding the form of disclosure of the information is set out in Annex 2.
- 6.2 **Information supply**
 - 6.2.1 The details of the information to be supplied, the method of transfer of the information and other technical details is set out in the Technical Standards Report (TSR) attached to this Agreement as Annex 2.
- 6.3 **Accuracy and timeliness of information supply**
 - 6.3.1 The information collected by Customs has been submitted by external parties. Owing to this, Customs cannot guarantee the accuracy of the information provided.
 - 6.3.2 The information will be provided to AIAL as set out in Annex 2.
- 6.4 **Charges for the information supply**
 - 6.4.1 Customs will fix reasonable charges for the costs involved in making the information available to AIAL.
 - 6.4.2 Cost may apply for any changes to the dataset that makes up the information supplied.
 - 6.4.3 Cost may apply for any changes to the method in which the data is transferred from Customs to AIAL.

7 Positions or designations of persons to whom information may be disclosed.

- 7.1 Disclosure of the information will be limited to the Designated Roles specified in Annex 1.

8 Safeguards to be applied for protecting information

Security

- 8.1 Both parties will take reasonable steps to maintain the security of information disclosed under this Agreement, by protecting it against risks such as unauthorised access, collection, use, disclosure and disposal.
- 8.2 The information will be transferred from Customs to AIAL in accordance with the Protective Security Requirements (PSR) and New Zealand Information Security Manual (NZISM). This is contained in the Technical Standards Report attached as Annex 2 to this Agreement.

Privacy

- 8.3 Each party will be responsible for ensuring that it complies with the Privacy Act 2020 in respect of the information. AIAL agrees to manage the information disclosed to it in accordance with the principles in the Privacy Act 2020.
- 8.4 Each party will advise the other as soon as practicable of any circumstances, incidents or events that, to its knowledge, have jeopardised or may in future jeopardise the information disclosed under this Agreement, or the security of any computer system in its custody that is used to store information disclosed under this Agreement. This includes notifying the other party of any complaint or request received in relation to the information disclosed under this Agreement.
- 8.5 If either party reasonably believes that the privacy of individuals subject to this Agreement has been or may be breached, then that party, after appropriate discussions with the other party, may suspend the information sharing process for up to three calendar months to give the parties the opportunity to remedy the breach or possible breach.
- 8.6 Subject to the obligations between the parties under this Agreement, inappropriate access, dissemination, or use of any information disclosed by one party to the other is to be subject to appropriate action by the party responsible for the breach in accordance with that party's policies, processes and code of conduct.
- 8.7 Where an internal investigation confirms a privacy breach, and it is considered necessary or required by law, the party that identifies the breach shall first notify the other party to this Agreement and then the party responsible for the breach shall notify the Office of the Privacy Commissioner as soon as practicable.

9 Requirements relating to the storage and disposal of disclosed information

- 9.1 All information disclosed pursuant to this Agreement will be handled and stored strictly in accordance with any security endorsement or caveat including any Government Security Classification, and the requirements set out in the PSR and NZISM.

- 9.2 The storage requirements, as per the PSR, are that electronic files and databases should be protected against illicit internal use or intrusion by external parties through two or more of the following mechanisms:
- 9.2.1 user challenge and authentication (username/password or digital ID/Certificate)
 - 9.2.2 logging use at level of individual
 - 9.2.3 firewalls and intrusion-detection systems and procedures
 - 9.2.4 server authentication.
- 9.3 The information being disclosed to AIAL must be classified as In Confidence with the caveat of Commercially Sensitive.
- 9.4 Any information that is provided under this Agreement will be retained by AIAL only for as long as required for the purposes defined in this Agreement.
- 9.5 Disposal by Customs is subject to the requirements of the Public Records Act 2005 and any applicable disposal authorities under that Act.

10 Disclosure by AIAL to another specified organisation

- 10.1 AIAL agrees not to disclose the information, except:
- 10.1.1 With the express permission of Customs, or
 - 10.1.2 Where the use or disclosure is required by law (including under the Privacy Act 2020), or any other regulation, rules or external policy that is binding on AIAL; or
 - 10.1.3 In that disclosure the information disclosed under this Agreement is in the form of a further processed (e.g., amalgamated, processed, transformed or generated) data product.
- 10.2 If AIAL's disclosure to another specified organisation is ongoing in nature, it must be documented as a change within this Agreement.

11 Resolution of Disputes or Problems

- 11.1 Should any dispute or difference relating to the interpretation, application or need for a variation of this Agreement arise, the Parties will in good faith meet and negotiate with a view to resolving the dispute or difference as quickly as possible.
- 11.2 If the Parties are unable to resolve any dispute within 15 working days, the matter shall be referred to the Chief Executive of AIAL and the Chief Executive of Customs, or their delegated representatives, for resolution.
- 11.3 The Parties shall continue to comply with their obligations under this Agreement that are not in dispute pending resolution of the matters in dispute.

12 Commencement, review and termination

- 12.1 This Agreement and associated annexes shall come into effect on the date that it is signed by both signatories. It remains in effect unless otherwise notified and agreed to by both parties.
- 12.2 The parties shall review this Agreement within 12 months of the initial signing and then at intervals of no more than 3 years, with a view to making any changes necessary to enhance the effectiveness of the information disclosure process in light of the intended use of the information.
- 12.3 The parties shall co-operate with each other in any review and will use their reasonable endeavours to make available the necessary resources, facilities and information to facilitate each joint review.
- 12.4 Each party has the right to initiate a review at any time on providing 30 days' notice in writing.
- 12.5 All notices of review shall be in writing and sent to the agency contacts detailed in Annex 1 of this Agreement.
- 12.6 This Agreement may be terminated at any time by either party providing formal notice in writing to the appropriate person in the other party. The termination will take effect one month after the notice is received by the other party.

13 Confidentiality

- 13.1 The parties agree that subject to both parties' obligations under the Privacy Act 2020, Official Information Act 1982, clause 10 of this Agreement, or as otherwise required by law:
 - 13.1.1 neither party will release any information arising from this Agreement to the media or any member of the public without first obtaining agreement to do so from the other party; and
 - 13.1.2 If there is a matter of concern neither party will discuss the matter in public without first engaging in a full discussion between the parties.

14 Signatories

- 14.1 The Agreement shall be executed by signature of the Chief Executive of Customs and the Chief Executive of AIAL.
- 14.2 The annexes shall be signed off in the first instance by the Chief Executive of Customs and the Chief Executive of the AIAL. Thereafter, any amendments to the annexes can be authorised and signed off by a delegated manager.

15 Department Representatives

- 15.1 The Parties will each appoint a representative to oversee the operation of the information disclosure process, and will ensure that the person is familiar with the requirements of this Agreement (including the Technical Standards Reports in Annex 2, and any other annexes) and the Privacy Act 2020. The contact details are contained in Annex 1 to this Agreement.

- 15.2 Any query or difficulty with the process will, in the first instance, be referred to, for Customs, the Manager, Information Sharing and Privacy, and, for AIAL, the Privacy Officer, for clarification and resolution.
- 15.3 All notices and communication between the Parties and under this Agreement shall be sent to the representatives at the addresses set out in Annex 1.

16 Variations

- 16.1 The parties may only vary this Agreement in accordance with this clause 16 and section 317 of the CEA.
- 16.2 Any variation to this Agreement must be executed by the Chief Executive of Customs and the Chief Executive of AIAL, or their delegated representatives, for resolution.
- 16.3 The Party who seeks a variation to this Agreement must forward a copy of any such variation to the Privacy Commissioner.

IN WITNESS WHEREOF the Parties have executed this Agreement



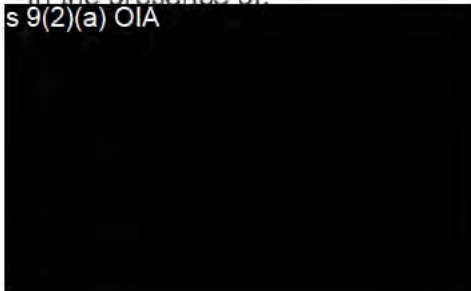
Signature for and on behalf of
Auckland International Airport Limited

Name: Carrie Hurihanganui

Position: Chief Executive of Auckland
International Airport Limited

Date 06/10/2022

In the presence of:
s 9(2)(a) OIA



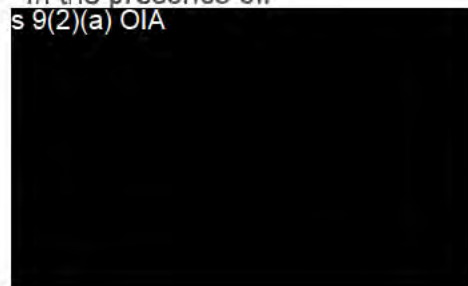
Signature for and on behalf the
New Zealand Customs Service

Name: Christine Stevenson

Position: Comptroller of Customs

Date 28/7/22

In the presence of:
s 9(2)(a) OIA



ANNEXES

Schedule of annexes to this Agreement

Annex 1	Departmental Representatives and contact details
Annex 2	Information and Technical Specifications

Annex 1 – Agency Contacts

AIAL - Designated Roles for disclosure

<i>Role</i>	<i>Contact Details</i>
Commercial Performance & Optimisation Manager	09 275 0789 or 0800 247 767
Commercial Aeronautical Analytics Manager	
Commercial Performance Business Partner	
Capacity Optimisation Manager	
Optimisation Analyst	
Operational Performance Analyst	
Operations Technology Asset Manager	
Data Architect	
Business Analyst	
Application Specialist	
Privacy Officer	

Contact for Notices under clause 12.5 and 15.3 of this Agreement

<i>Role</i>	<i>Contact Details</i>
Customs Manager – Auckland Airport Stephen Waugh	stephen.waugh@customs.govt.nz s 9(2)(a) OIA

<i>Role</i>	<i>Contact Details</i>
AIAL General Counsel	notices@aucklandairport.co.nz

Representative for clause 15.1

<i>Role</i>	<i>Contact Details</i>
For operational matters: Customs Manager – Auckland Airport Stephen Waugh	stephen.waugh@customs.govt.nz s 9(2)(a) OIA
For technical matters: Customs Helpdesk	0800 50 80 10 or Helpdesk@Customs.govt.nz

<i>Role</i>	<i>Contact Details</i>
AIAL Manager, Data & Digital Operations	09 275 0789 or 0800 247 767

Annex 2 – Technical Standards Report

Introduction

1. This schedule to the Agreement specifies the details of the information to be provided by the Customs to AIAL.

Updates for best practices

2. The parties both support best practice in relation to security and use of technology for transferring data. Updates to the processes in clauses 7 – 12 can be made where the parties agree on updated protocols and standards and the updated methods of transfer improve security for the transfer of information.

The Information

3. There are two distinct data sets to be provided, Passenger and Transit Passenger. The dataset is, with some distinctions noted below, the same.
4. The dataset to be sent is:

Flight Date	The date that the flight was scheduled to arrive or depart New Zealand
Flight Number	The carrier's unique flight number, e.g. QF48 or NZ1
Craft Type	The type of flight, e.g. AC for Commercial
Actual Date/Time	This is the date and time the flight arrived or departed New Zealand
Pax Date/Time	This is the date and time the passenger was processed through the primary line. This data item is only provided for the passenger dataset and not the transit dataset.
Direction	A for arrival D for departure
Overseas Port	The code for the last airport the flight departed from before arrival in New Zealand or the first airport the flight will arrive at after leaving New Zealand.
Age	The age of the passenger at the time of the flight arriving in New Zealand, rounded down to the nearest year.
Nationality	Passenger's nationality as per the passport the passenger is travelling on.
Unique ID	A unique ID for each of the rows in the file. Note the ID is not related to a passenger and could not be used to identify a person.

5. Dataset will consist of:
 - 5.1 All passenger and transit passengers whose pax movement date or date of flight, respectively, falls within the previous day.
 - 5.2 Commercial flights that arrive or depart from Auckland International Airport.

Transmission Method:

6. The data will be created in two files, one containing the information about passengers and the other transit passengers.
7. The data will be transmitted in an agreed format.
8. The data will be exchanged using an agreed secure transfer method that adheres to the NZISM and PSR.
9. Firewall rules will be enacted to ensure that only specified Customs servers can see/transmit to specified AIAL servers.
10. In the event of API transfer being unavailable for more than 3 working days, Customs will transfer the data to AIAL via a manual delivery using an approved IronKey.
11. A filename standard will be enforced. The filename standard is:
 - 11.1 AIAL_X-en-nz_YYYY-MM-DDTHHMMSSSSZ.xxx, where
 - 11.1.1 AIAL is the filename
 - 11.1.2 _ is a delimiter
 - 11.1.3 X indicates the dataset. P indicates Passenger, T =- Transit
 - 11.1.4 -en-nz is mandatory output from the system (English and New Zealand)
 - 11.1.5 _ is a delimiter
 - 11.1.6 YYYY-MM-DD is the date the file was produced
 - 11.1.7 T is a delimiter
 - 11.1.8 HHMMSSSS is the time the report was produced
 - 11.1.9 Z is a delimiter
 - 11.1.10 .xxx is the agreed file extension
 - 11.2 Any file not meeting this standard will not be processed.

Frequency of data generation

12. Each file will be created daily at 0600.

Technical issues

13. In the event that the file is not available at the time stated in this Annex, or the data is corrupted, then AIAL will in the first instance contact the Customs technical representative as per Annex 1.

