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**TEMPLATE SIMPLE AGREEMENT – FOR DISCLOSURE OF PERSONAL INFORMATION OUTSIDE OF NEW ZEALAND**

To be used for disclosure of personal information to a foreign person or organisation that is not based in one of the following countries, where overall risk to the security of personal information is considered low:

1. Any country that is part of the European Union
2. United Kingdom
3. Japan
4. Australia (except where this relates to employee data)
5. Israel
6. Argentina
7. Canada (commercial organisations)
8. Andorra
9. Faroe Islands
10. Guernsey
11. Isle of Man
12. Jersey
13. Switzerland
14. Uruguay

Examples of situations in which this form might be used are for overseas supervision, moderation or marking with trusted partners.

The form should not be used to substitute for ongoing contractual arrangements with specific providers, or where transferring sensitive or extensive personal information.

The completed form should be retained for record keeping purposes.

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**UNIVERSITY OF OTAGO**

**Simple Agreement for the Transfer of Personal Information Offshore**

This agreement records the intention of the recipient of personal information from the University of Otago to treat that information in a way which provides the same privacy safeguards as are enshrined in the New Zealand Privacy Act 2020.

This agreement relates to the personal information of [INSERT INDIVIDUAL OR GROUP DESCRIPTOR] and applies from the date of when the agreement is signed to [INSERT DATE WHEN INFORMATION WILL NO LONGER BE REQUIRED – A NEW AGREEMENT CAN BE SIGNED IF THIS IS PASSED].

The personal information is provided for the purposes of and/or in connection with [INSERT BRIEF DESCRIPTION, E.G. “ASSESSMENT MODERATION”].

**Declaration – to be completed by the recipient of the personal information.**

In receiving personal information for the individual(s) above, I will:

* Only access and use the information for the purpose for which it is provided.
* Not disclose the information to anyone else.
* Keep the information secure, employing such security safeguards as are reasonable in the circumstances to protect against loss, unauthorised access, disclosure, modification or other misuse.
* Dispose of the information once it is no longer required to be kept for the purposes for which it was originally held.
* Allow for access to, and correction of, personal information by the individual whose personal information is disclosed.
* Advise the University of Otago as soon as possible if there is a potential privacy breach (e.g. unauthorised access or disclosure) or if the information is disclosed to any third party, and co-operate with us in managing this.

Signed:

Name:

Date:

Institution:

*Please provide a signed and dated copy of this agreement back to the University of Otago.*