



*Ministry for the*  
**Environment**  
*Manatū Mō Te Taiao*

## **Information Disclosure Agreement**

**between**

**New Zealand Customs Service**

**and**

**Ministry for the Environment**  
**to implement Product Stewardship Schemes under**  
**the Waste Minimisation Act 2008**

(Section 316, Customs and Excise Act 2018)

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## 1 Parties

- 1.1 This Information Disclosure Agreement (**Agreement**) is entered into by the Minister of Customs and the Minister for the Environment and sets out the terms and conditions under which information is disclosed by the Chief Executive of the New Zealand Customs Service (**Customs**) to the Chief Executive of the Ministry for the Environment (the **Ministry**) (the Parties) to implement product stewardship schemes under the Waste Minimisation Act 2008 (**WMA**).

## 2 Purpose of the Agreement

- 2.1 The Ministry requires information on imports of products to support the delivery of its functions related to product stewardship schemes under the WMA. This Agreement will facilitate the regular and ongoing disclosure of import information by Customs to the Ministry. The Ministry does not otherwise collect or have other access to import data as part of its functions.
- 2.2 The basis for this Agreement is section 316 of the Customs and Excise Act 2018 (the C & E Act) which enables the regular disclosure of information by the chief executive of Customs to the chief executive of another government agency for the purpose of assisting the other government agency to carry out its functions.
- 2.3 A function of the Ministry under the WMA is to encourage waste minimisation and a decrease in waste disposal to protect the environment from harm, and provide environmental, social, economic and cultural benefits. The purpose of Part 2 of the WMA (Product Stewardship) is to encourage (and, in certain circumstances, require) the people and organisations involved in the life of a product to share responsibility for ensuring there is effective reduction, reuse, recycling, or recovery of the product and managing any environmental harm arising from the product when it becomes waste.
- 2.4 Sections 22-23 of the WMA allow the Minister for the Environment to establish regulations to support the implementation of Accredited Schemes, including the ability to set fees for the administration and management of priority products (declared under s9 of the WMA) that are subject to Accredited Schemes.
- 2.5 Section 24 of the WMA provides for the Ministry to request information about importers and importation of priority products from Customs to administer and enforce the regulations.
- 2.6.1 The objectives of this Agreement are to set out the detail regarding:
- 2.6.1 The particular type or class of information to be disclosed
  - 2.6.2 The particular purpose or purposes for which the information is to be disclosed
  - 2.6.3 The particular function being, or to be, carried out by the Ministry for which the information is required
  - 2.6.4 How the information is to be used by the Ministry to assist with the carrying out of those functions
  - 2.6.5 The form in which the information is to be disclosed

- 2.6.6 The positions or designations of the persons in the Ministry to whom the information may be disclosed
  - 2.6.7 The safeguards that are applied for protecting personal information, or commercially sensitive information that is disclosed
  - 2.6.8 The requirements relating to storage, retention and disposal of the disclosed information
  - 2.6.9 The circumstances (if any) in which the information may be disclosed by the Ministry to another agency, and how that disclosure may be made
  - 2.6.10 The circumstances (if any) in which the information may be disclosed by the Ministry to a third party that is an agent of the Ministry, and how that disclosure may be made
  - 2.6.11 The requirements for reviewing the Agreement.
- 2.7 This Agreement shall also contain a schedule of annexes:
- 2.7.1 Annex 1 contains the contact details for the departmental representatives in relation to this Agreement
  - 2.7.2 Annex 2 contains the audit process
  - 2.7.3 Annex 3 (and subsequent Annexes) contain information relevant to each Accredited Scheme. This includes the specific purpose(s) (from clause 6 of the Agreement) for which the information is disclosed for each Accredited Scheme, any intended consequential transfer of the information (eg, to agents), who the Authorised Personnel are for the purpose of each Annex, and retention and disposal requirements. Annex 3 (and subsequent Annexes) also contain the technical requirements in relation to the information disclosed to the Ministry for each Accredited Scheme, including the details of the information being disclosed, the form and methods of disclosure, security protocols.

### 3 Definitions

3.1 Terms relevant to this Agreement are defined as follows:

Term	Definition
Accredited Scheme	Regulated product stewardship schemes and Voluntary product stewardship schemes, approved by the Minister for the Environment.
Authorised Personnel	Any Ministry employee, contractor or agent in designated positions to whom the information may be disclosed to undertake necessary activities to support the functions set out in Clauses 6 and 7. The roles held by authorised personnel for each Accredited Scheme are listed in the relevant Annex for each scheme.  Authorised Personnel include those involved in the administration, implementation and monitoring of each Accredited Scheme, including undertaking any necessary audits where information disclosed under

<b>Term</b>	<b>Definition</b>
	this Agreement has been used (eg, financial audits of fee collection), and delivering the information management and security safeguards set out in Clause 10 that will apply across all Annexes.
Customs	New Zealand Customs Service
Ministry	Ministry for the Environment
Priority Products	<p>Currently, the declared priority products are:</p> <ul style="list-style-type: none"> <li>• Tyres</li> <li>• Electrical and electronic products</li> <li>• Agrichemicals and their containers</li> <li>• Refrigerants and other synthetic greenhouse gases</li> <li>• Farm plastics</li> <li>• Plastic packaging</li> </ul> <p>These are further described in the published <a href="#">Gazette Notice</a>.</p>
Product Stewardship Organisation	The organisation responsible for the management of the Accredited Scheme.
Scheme Participants	Importers, retailers, collectors, transporters, processors who register with the Product Stewardship Organisation as participants in the Accredited Scheme.
Voluntary Product Stewardship Schemes	Accredited product stewardship schemes for non-priority products.

#### **4 Particular type or class of information that may be disclosed**

- 4.1 Customs will disclose to the Ministry the information set out in Annexes for each Accredited Scheme. Such information will relate to imported goods subject to the requirements for each product covered by an Accredited Scheme.
- 4.2 The imported goods covered by the Accredited Scheme will be identified by the relevant tariff code from the Working Tariff Document of New Zealand. If new categories of goods are included within or removed from the scope of an Accredited Scheme, the list of tariff codes set out in the relevant Annex will be authorised in accordance with clause 17.2.
- 4.3 The information to be disclosed is provided in import entries lodged under s 75 of the C&E Act. This information is Category 1 information under s 304 of the C&E Act.

#### **5 Particular function(s) being carried out for which information is required to be disclosed**

- 5.1 The information will be disclosed to the Ministry to assist in the performance of one or more of its functions related to encouraging waste minimisation and reducing waste disposal by:
- 5.1.1 implementing Accredited Schemes
  - 5.1.2 administering, monitoring and enforcing regulations for Accredited Schemes
  - 5.1.3 reviewing the effectiveness of the Accredited Schemes.

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- 5.2 The Parties will undertake audits to ensure that the provisions of this Agreement are being adhered to. The details of the audit process are contained in Annex 2.

## **6 Particular purpose(s) for which the information is disclosed**

- 6.1 The information will be disclosed to the Ministry to assist in the performance of one or more of the functions that are listed below:
- 6.1.1 administer and implement Accredited Schemes
  - 6.1.2 collect fees from liable importers to fund the implementation of the Accredited Schemes, including the follow-up of non-payments
  - 6.1.3 monitor compliance with the requirements of the Accredited Scheme, including by scheme participants and the scheme manager
  - 6.1.4 undertake enforcement action as required (eg, related to non-payment of due fees).
- 6.2 The specific purpose(s) for which information is disclosed as outlined in clause 6.1, will be identified for each Accredited Scheme in the relevant annex for that Accredited Scheme, affixed to this Agreement.
- 6.3 Where the Ministry's monitoring identifies non-compliance that leads to further investigation or enforcement action, the Ministry will:
- 6.3.1 submit a separate request for any additional information. Such a request will be considered under the Privacy Act 2020 and s 24 of the WMA
  - 6.3.2 advise Customs when any information disclosed under this Agreement is used in any enforcement action.

## **7 How the information will assist in the carrying out of the particular function**

- 7.1 The information disclosed by Customs will help the Ministry to:
- 7.1.1 identify and contact importers liable to pay a fee on imported products covered by an Accredited Scheme
  - 7.1.2 calculate any fees based on the tariff codes and quantities
  - 7.1.3 communicate with importers to ensure they are aware of their obligations under the Accredited Scheme
  - 7.1.4 identify importers who are in breach of an Accredited Scheme and take appropriate action (eg, education and/or enforcement)
  - 7.1.5 undertake monitoring and auditing activities related to the operation of an Accredited Scheme
  - 7.1.6 undertake reconciliation with data from an Accredited Scheme manager at an importer level to inform compliance monitoring activities and reviews of the Accredited Scheme
  - 7.1.7 produce reporting on the operation of an Accredited Scheme.

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## **8 The form in which the information will be disclosed**

- 8.1 Customs will provide the information to the Ministry using an agreed secure data transfer format.
- 8.2 Access to data received by the Ministry will be restricted to Authorised Personnel and maintained on a secure server.
- 8.3 The specific transfer format, security requirements and Authorised Personnel will be set out in the Annex for each Accredited Scheme.

## **9 Positions or designations of persons to whom information may be disclosed**

- 9.1 The disclosure of information will be limited to Authorised Personnel working directly on the purposes as specified in clause 6 of this Agreement and the Annex relevant to each particular Accredited Scheme, where access is required to carry out those purposes.

## **10 Safeguards to be applied for protecting particular information**

### ***Security***

- 10.1 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, disposal, and other misuse.
- 10.2 Customs and the Ministry will at all times adhere to the Protective Security Requirements (PSR) and New Zealand Information Security Manual (NZISM).

### ***Privacy***

- 10.3 Each Party will be responsible for ensuring that it complies with the Privacy Act 2020 in respect of the disclosure and use of the information relevant to this Agreement. The Ministry agrees to manage the information disclosed to it in accordance with the principles of the Privacy Act 2020.
- 10.4 Each Party will as soon as practicable notify the other party of:
  - 10.4.1 any circumstances, incidents or events that have jeopardised (or may in the future jeopardise) the security of any computer system in its custody that is used to store information disclosed under this Agreement;
  - 10.4.2 any security or privacy complaint made to that party in relation to the information disclosed under this Agreement.
- 10.5 The Ministry must, as soon as practicable, notify Customs if:
  - 10.5.1 the Ministry knows or suspects it has breached the Privacy Act 2020, or the privacy of individuals in relation to information disclosed under this Agreement; or
  - 10.5.2 the Ministry knows or suspects any loss or unauthorised use, disclosure or misuse of information disclosed under this Agreement;
  - 10.5.3 the Ministry becomes aware that a disclosure (except under clause 12 of this Agreement) may be required by law in relation to information disclosed under this Agreement; or

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- 10.5.4 any legislation prevents or may prevent the Ministry from performing its obligations under this Agreement.
- 10.6 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 following the escalation process set out below, may suspend the process where necessary to give the Parties the opportunity to remedy the breach or possible breach. The Parties will take all reasonable steps to remedy the breach or possible breach in a timely manner.
- 10.6.1 On notification of a possible or actual breach under clauses 10.5.1 or 10.5.2, and in conjunction with appropriate actions under clauses 10.7 or 10.8, the Ministry will assess the implications of suspending a regular monthly file on the fee collection and associated cash flow processes for the Product Stewardship Organisation and Scheme Participants, and the implications for other regular disclosures under this Agreement that may be impacted.
- 10.6.2 If the cause of the breach cannot be remedied by the date of the next monthly file, and where either Party believes on reasonable grounds that there is a risk of further breaches, the next monthly file is suspended until the breach is resolved.
- 10.6.3 Approval from the Department Representatives is sought by email by the Party that initiated the action of the proposed suspension, and implications for fee collection and cash flow for the Product Stewardship Organisation and Scheme Participants.
- 10.6.4 If approved, a daily update is provided to the Department Representatives until the cause of the breach is remedied and the regular file disclosure reinstated.
- 10.7 Any privacy incident is to be subject to appropriate action by the Party responsible for the breach (**Responsible Party**) in accordance with the Responsible Party's policies, processes and code of conduct. The other Party will provide the Responsible Party with reasonable assistance if required. The Responsible Party will keep the other Party informed.
- 10.8 The Responsible Party will assess whether the privacy breach is likely to cause serious harm in order to decide whether the breach is a notifiable privacy breach. The Responsible Party will notify the Privacy Commissioner as soon as practicable after becoming aware that a notifiable privacy breach has occurred and will take appropriate action to reduce the risk of harm following a breach. The Responsible Party will notify the affected individual(s) of a notifiable breach unless a statutory exception applies. In the case of a privacy breach that is not likely to cause serious harm, the Responsible Party will exercise its discretion as to whether to notify the individual(s) or not.
- 10.9 The Ministry agrees, unless specifically authorised in writing by Customs or required or authorised to do so by law, not to:
- 10.9.1 modify the information where it changes the record of import; or
- 10.9.2 disclose information outside of New Zealand.

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## **11 Requirements relating to the storage, retention and disposal of disclosed information**

- 11.1 All information disclosed pursuant to this Agreement will be handled and stored strictly in accordance with any relevant security endorsement or caveat including any Government Security Classification, and the requirements set out in the PSR and NZISM.
- 11.2 Information disclosed under this Agreement (and any information copied pursuant to this Agreement) will be retained by the Ministry for as long as it is required for the purposes for which it was obtained, but no longer than the periods specified in the Annex for each Accredited Scheme.
- 11.3 Disposal of information disclosed under this Agreement is subject to the requirements of the Public Records Act 2005 and any applicable disposal authorities under that Act.

## **12 Disclosure by the Ministry to another person or agency**

- 12.1 Information disclosed in accordance with this Agreement will only be disclosed by the Ministry to another agency in accordance with the Official Information Act 1982 or the Privacy Act 2020.
- 12.2 Information disclosed in accordance with this Agreement will only be disclosed by the Ministry to an individual under IPP 6 of s 22 of the Privacy Act 2020, or otherwise in accordance with the Official Information Act 1982.
- 12.3 The Ministry may transfer the information disclosed under this Agreement to its own agent (such as a service provider) in order to facilitate carrying out one or more of the purposes listed in clause 6 of this Agreement as an agent of the Ministry in accordance with s 11 of the Privacy Act 2020. Where a transfer occurs, the Ministry remains responsible for taking all reasonable steps to prevent unauthorised use or disclosure of the information, including that an agent only uses the information in a manner that is prescribed in a written agreement between the Ministry and the agent.
- 12.4 Any disclosures other than those described in clauses 12.1 to 12.3 above require Customs' approval. Customs' consideration and approval of other information disclosures by the Ministry shall not be unreasonably withheld or delayed.

## **13 Commencement, review and termination**

- 13.1 This Agreement will come into effect on the date that it is signed by the Minister of Customs and the Minister for the Environment. It remains in effect unless revoked in accordance with this clause 13.
- 13.2 The Annex for each Accredited Scheme specifies when the regulations for each product stewardship scheme come into effect and when the information disclosure provided under this Agreement commences.
- 13.3 The Parties shall review this Agreement at three yearly intervals, 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, and to ensure that the information being disclosed is proportionate and necessary.
- 13.4 The Parties will meet at least annually to review the operation of the Agreement and Annexes, and if necessary, progress a review of the Agreement or a specific Annex.
- 13.5 Any changes resulting from a review will be by varying the Agreement or Annex in accordance with clause 16.



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- 13.6 The Parties will 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.
- 13.7 Each Party has the right to initiate a review at any time on providing 30 days' notice in writing.
- 13.8 All notices of review shall be in writing and sent to the agency contacts detailed in Annex 1 of this Agreement.
- 13.9 In the event that the Ministry no longer requires information from Customs for the purpose of assisting the Ministry to carry out its functions, then the Minister for the Environment or the Minister of Customs may revoke this Agreement by giving written notice to the other party.
- 13.10 If the Ministry:
- 13.10.1 requires different information that is not provided for under this Agreement;  
or
- 13.10.2 no longer requires certain information that is provided for under this Agreement, then it will give written notice to Customs promptly and without delay.
- 13.11 Customs will acknowledge receipt of a notice under clause 13.10 as soon as practicable.
- 13.12 If notice under clause 13.10.1 is received, Customs will consider the request and, if Customs is in agreement to vary the Agreement or Annex, then the Parties shall vary the Agreement or Annex (if necessary) in accordance with clause 16.
- 13.13 If notice under clause 13.10.2 is received, then Customs will cease to disclose any information that is no longer required.

## **14 Confidentiality**

- 14.1 This Agreement will be published on Customs' website in accordance with s 321 of the C & E Act, and on the Ministry's website.
- 14.2 The Parties agree that subject to this Agreement and both Parties' obligations under the Privacy Act 2020 and/or Official Information Act 1982 neither Party will release any information arising from this Agreement to the media or the public without first obtaining an agreement to do so from the other Party.

## **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 and the Privacy Act 2020. The contact details are contained in Annex 1 to this Agreement.
- 15.2 In the first instance issues should be referred to the Parties' representatives 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.

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## 16 Variations

- 16.1 Any variation to this Agreement, including the addition of any new Annex or a change to substantive content in an Annex (eg, scope of the information disclosed) must be made in writing and in accordance with s 316 of the C & E Act, which includes consultation with the Privacy Commissioner, and signed in accordance with clause 17.1 below.
- 16.2 Any variation to technical content in an Annex to this Agreement must be made in writing and signed in accordance with clause 17.2 below.

## 17 Signatories

- 17.1 This Agreement including any variations to the Agreement, any additional Annexes and any variations to substantive content in Annexes shall be signed by the Minister of Customs and the Minister for the Environment.
- 17.2 Any variation to technical content in an Annex to this Agreement shall be signed by the Chief Executives of the Parties or their department representatives.



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Hon Jo Luxton  
Minister of Customs

Date: 6 October 2023



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Hon Rachel Brooking  
Associate Minister for the  
Environment (for the Minister for  
the Environment)

Date: 12 October 2023

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## ANNEXES

Schedule of annexes to this Agreement

Annex 1	Agency contact details
Annex 2	Audit process
Annex 3	Tyrewise Accredited Scheme

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## Annex 1 – Agency contact details

(Technical content)

### Representatives for oversight of the Agreement

#### New Zealand Customs Service

<i>Role</i>	<i>Contact Details</i>
Manager Revenue Policy	PO Box 2218 Wellington 6140

#### Ministry for the Environment

<i>Role</i>	<i>Contact Details</i>
Manager Product Stewardship	PO Box 10362 Wellington 6143

### Contact details for operational issues

1. If there are operational issues or technical issues with the receipt of the data file (for example, it is not received when expected, or the file is empty) the Ministry will contact Customs' Help Desk 0800 508 010 or [Helpdesk@Customs.govt.nz](mailto:Helpdesk@Customs.govt.nz) stating the:
  - Name of the report (as set out in the relevant Annex)
  - Details of the issue
  - Contact details for appropriate Authorised Personnel in the Ministry.
2. In the event, a file cannot be transferred using the agreed format, and an alternative is required, Customs will contact the Ministry to make arrangements via [RPSops@mfe.govt.nz](mailto:RPSops@mfe.govt.nz).

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## **Annex 2: Audit process**

(Technical content)

1. Further to clause 5.2, both Customs and the Ministry have responsibility to undertake audits as set out in this Annex 2.
2. Each Party will provide a copy of any audit report it undertakes that covers the management and use of information disclosed under this Agreement to the other Party.

*Customs is responsible for:*

3. An audit 12-18 months from the date of commencement to ensure that the Ministry is adhering to the provisions of this agreement except those provisions that the Ministry is responsible for auditing as detailed in paragraph 5. Further audits will be undertaken 'as required'.
4. 'As required' audits could include but are not limited to:
  - 4.1. If requested by either Party
  - 4.2. Where there has been a significant change to a system or process that may impact the information being shared
  - 4.3. Following up on significant issues identified in previous audits.

*The Ministry is responsible for:*

5. An audit of its own compliance with the requirements of this Agreement on the use, transfer and management of the information disclosed under this Agreement in clauses 6 and 7.
6. The frequency of the audit is midway between commencement and the three-year review timeframe (set down in clause 13.3 of this Agreement), with the first audit being during the second six months of 2024, and then every 18 months after that.
7. Auditing any service providers' use and management of the information disclosed under this Agreement as set down in the Master Services Agreement with the provider.

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## **Annex 3: Tyrewise Accredited Scheme**

In conjunction with clause 16 and 17 of this Agreement, sections 4 - 10 of this Annex represent substantive content and sections 11 - 24 represent technical content.

### ***Introduction***

1. This Annex 3 to the Agreement specifies the details of the information to be provided by the New Zealand Customs Service to the Ministry for the Environment to deliver the purpose(s) specified in this Annex 3 and clause 6 of the Agreement, to support the operation of the Tyrewise Accredited Scheme.

### ***Commencement Date***

2. The Waste Minimisation (Tyres) Regulations 2023 are expected to come into force on 1<sup>st</sup> March 2024.
3. The regular report commences on 2<sup>nd</sup> November 2023.

## **Substantive content**

### ***Particular purposes for which the information is disclosed***

4. The information will be disclosed to the Ministry to assist in the performance of the functions listed below:
  - 4.1 administer and implement the Tyrewise Accredited Scheme
  - 4.2 collect fees on imported loose tyres from liable importers
  - 4.3 monitor compliance with the requirements of the Tyrewise Accredited Scheme
  - 4.4 undertake enforcement action as required (eg, related to non-payment of due fees).

### ***Positions or designations of persons to whom information may be disclosed***

5. The information may be disclosed to work groups or individuals from the Ministry, who work on the tyre stewardship scheme and hold positions in the teams: Product Stewardship; Waste Operations; Data, Evidence and Emissions Reductions; IT – Data Management; with responsibility for: tyre stewardship scheme management and administration; tyre stewardship scheme compliance monitoring and enforcement; data management; auditing.

### ***Transfer of disclosed information by the Ministry***

6. The Ministry may transfer information disclosed under this Agreement, and specified in this Annex 3, to its agent for the purposes set out in clause 6 of the Agreement, specifically:
  - 6.1. Fee collection service
  - 6.2. Auditing service

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7. The service agreements with the agent will set out the requirements and obligations of the agent in respect of the transferred information covered by this Annex 3 on:
    - 7.1. Information management: transmission methods, security protocols, confidentiality to authorised personnel, retention and disposal
    - 7.2. Responding to a privacy breach incident
    - 7.3. Official Information Act and Privacy Act obligations.

***Retention and disposal***

8. The information disclosed under this Agreement will be retained by the Ministry in accordance with its Disposal Authority as follows:
  - 8.1. Information used for fee collection purposes: 7 years from date of last action
  - 8.2. Information used for compliance monitoring and enforcement: 10 years from date of last action.
9. Information that is the subject of an investigation will be retained as per the Ministry's Disposal Authority.
10. After the 10 year period, the names and contact details of importers and their brokers, and entry numbers, will be de-identified. The resulting anonymised information will be retained for as long as it continues to be useful for trend analysis purposes.

**Technical content**

***Dataset***

11. The information to be provided includes:

<b>Item</b>	<b>Description</b>
Entry number	The unique identifier created for an entry submitted to Customs
Status	C – Cleared A – Cleared adjusted X – Cancelled after being cleared
Date of import	Date declared on the import entry as the date the goods will be arriving in New Zealand
Import entry type	The following entry types are disclosed: Import
Client (Importer) name	Name of the entity that is importing the items declared on the import entry (including private importers not using a broker).
Client code	Unique identifier assigned by Customs – only for use in communications with Customs about an importer and import entry
Company number	Where available

<b>Item</b>	<b>Description</b>
NZ Business Number	Where available
Client contact details (where this information is provided by the client to Customs)	Client postal address
	Client physical address
	Client email address
	Client billing email address
	Client phone number
	Client fax number
Broker name	Name of the entity who has completed the entry declaration and submitted it to Customs. In some situations, this will be the same as the Importer.
Broker contact details (where this information is provided by the broker to Customs)	Broker postal address
	Broker physical address
	Broker email address
	Broker phone number
	Broker fax number
Tariff item	A numerical classification that identifies, describes and codifies imported goods. All goods imported into New Zealand must be classified within the Working Tariff Document of New Zealand where Customs' Import Entry Rules require this.
Goods description	A free format text field entered by the importer describing the goods being imported.
Tariff item description	The description of goods associated to the Tariff Item as defined in the Working Tariff Document of New Zealand.
Country of export	The country where the goods were last loaded from on their journey to NZ.
Statistical quantity	Quantity of the imported goods, as declared on the import entry.
Statistical unit	The unit of measurement for the statistical quantity. Note this value is set by the Working Tariff Document of New Zealand.
Value NZ	Value of goods – foreign value converted to \$NZ using the prescribed exchange rate

12. The import information to be provided excludes information about consignments that have a Customs value equal to or less than \$1,000.

13. The tariff codes to be included in the report are set out in the following table.



Type of tyre	Tariff codes
Off-road ATV	4011.70.00.39K
Motorbike	4011.40.00.00C
Passenger / light truck	4011.10, 4011.20.03.01C, 4011.20.03.09J, 4011.20.03.11L, 4011.20.03.19F; 4011.20.12.01B, 4011.20.12.09H, 4011.20.12.11K, 4011.20.12.19E, 4012.11.11.00G, 4012.11.19.00H, 4012.20.01.01J
Aircraft	4011.30.00.00K, 4012.13.00.00D
Light commercial / industrial	4011.90.10, 4011.90.20, 4011.90.30, 4011.90.40, 4011.90.50, 4011.90.90.00L, 4012.19.11.00C, 4012.19.19.00D, 4012.20.01.09D, 4012.20.09.00A
Medium truck	4011.20.03.21H, 4011.20.03.29C, 4011.20.12.21G, 4011.20.12.29B
Tractor – small	4011.70.00.10A, 4011.70.00.23C
Solid or cushion tyres (forklift)	4012.90.00.01H, 4012.90.00.09C 4012.90.00 19L
Heavy truck / bus	4011.20.07.01J, 4011.20.07.09D, 4011.20.18.01L, 4011.20.18.09F, 4012.12.00.00K
Off-road (forestry)	4011.70.00.19E, 4011.70.00.21G, 4011.70.00.35G
Construction / industrial	4011.80.00, 4012.20.19.00G, 4012.19.29.00K
Tractor – large	4011.70.00.11K, 4011.70.00.25K
Off-road (graders)	4011.70.00.13F, 4011.70.00.29B
Off-road (earthmovers)	4011.70.00.15B, 4011.70.00.31D

### **Report criteria**

14. The report will include all import entry lines that have a status of 'cleared', 'cleared adjusted' and 'cancelled after being cleared' that was set in the calendar month covered by the report and a tariff code as set out in section 13 of this Annex 3.

### **Transmission Method**

15. The Parties both support best practice in relation to security and use of technology for transferring data. Updates to the processes in sections 15 – 19 of this Annex 3 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.
16. The data will be transmitted in the agreed format, currently.csv.
17. The data will be exchanged using the agreed secure transfer method, currently Secure File Transfer Protocol, that adheres to the NZISM and PSR.
18. Firewall rules will be enacted to ensure that only specified Customs servers can see/transmit to specified Ministry servers.
19. In the event of the usual transfer method being unavailable for more than 1 working days, Customs will transfer the data to the Ministry using SEEMAIL following confirmation of arrangements with the Ministry.
20. A filename standard will be enforced. The filename standard is:
- 20.1. MfE\_Tyres-en-nz \_YYYY-MM-DDTHHMMSSSSZ.xxx, where
- 20.1.1. MfE\_Tyres is the filename

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20.1.2. –en-nz is mandatory output from the system (English and New Zealand)

20.1.3. \_ is a delimiter

20.1.4. YYYY-MM-DD is the date the file was produced

20.1.5. T is a delimiter

20.1.6. HHMMSSSS is the time the report was produced

20.1.7. Z is a delimiter

20.1.8. .xxx is the agreed file extension

20.2. Any file not meeting this standard will not be processed.

### ***Frequency***

21. Each file for the previous calendar month will be created on the 2<sup>nd</sup> day of every month at 0545.

22. The frequency may be increased where it is necessary to facilitate the fee collection process, following agreement by both Parties.

23. Any one-off requests made under s 24 of the WMA will be addressed as soon as reasonably practicable.

### ***Technical issues***

24. In the event that the file is not available at the time stated in this Annex 3, or the data is corrupted, then the Ministry will in the first instance contact the Customs technical representative as per Annex 1 (Agency Contact Details).