

# Farm Data Code of Practice

For organisations involved in collecting, storing, and sharing  
primary production information in New Zealand



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# 1 Introduction

There is an evolving demand for farming to address areas such as environmental compliance, and improvements to system productivity and profitability. Approaches to address these will ultimately draw together disparate data such as location, soils, climate, livestock feeding, animal genetics and fertiliser applications. From the farmer's perspective any data collected about their land or herd should be kept with due custodianship and be available for a variety of uses as and when required, all with minimal overhead.

Farmers will benefit from a highly innovative technology sector that delivers applications that are simple to use and access, which source the information they need without impedance and deliver value. This Code of Practice provides a basis for primary producers to have confidence about those organisations that hold, manage or move data on their behalf across as many industry databases as required.

## *1.1 Aim and Purpose of the Code*

The aim of this Code of Practice and accompanying work is to establish a set of guidelines enabling effective sharing of information within the New Zealand agricultural industry.

The purpose of the Code of Practice is to enhance the ability to do business by improving ease of access to information without duplication and by encouraging adoption of technology.

Organisations that comply with the Code of Practice will give primary producers confidence that their information is secure and being handled in an appropriate manner.

## *1.2 Principles embodied in the Code*

The following principles of the Code of Practice have been developed from an extensive program of consultation, feedback and planning across the New Zealand agricultural sector.

- Compliance with the Code of Practice will be voluntary.
- The Code of Practice will offer visible credibility for approved agencies.
- The Code of Practice will encourage open, transparent communication and management of data on behalf of primary producers and end users.
- The Code of Practice will respect intellectual property rights and encourage innovation.
- The Code of practice will raise awareness about the availability of data.

## *1.3 Principles for the development of the Code*

The principles for development of the Code of Practice were developed from an extensive program of consultation, feedback and planning across the New Zealand agricultural sector.

- Participation in the development of the Code of Practice is voluntary.
- Parties involved in the development of the Code of Practice agree to act in the best interests of primary producers and end users, and the industry as a whole.
- The process of developing the Code of Practice will avoid “re-inventing the wheel” and will focus on improving ease of use of information without duplicating data entry.
- Project managers will engage with all known parties in the development process and be prepared to accept feedback from others.
- The overall project Steering Group will review Code of Practice development.

## 2 Code of Practice Scope

The Code of Practice is intended for compliance by **organisations that collect, hold, or share data about primary producers and their farming operations**. By complying with the Code of Practice, organisations will agree to:

- make **disclosures** to primary producers and other end users about the rights that the parties have in the data, rules and processes for data sharing, about data security and the legal jurisdiction in which data is kept; and
- implement a set of **practices** that provide primary producers with confidence that their data is secure, accessible under appropriate terms and conditions, and managed according to agreed terms and for agreed purposes.

The Code of Practice itself does not define standards for data interchange, but rather requires that data is interchanged using appropriate standards so that it may be used effectively.

The Code of Practice also defines the means by which compliance with the Code can be assessed, and the terms under which a compliance mark and statement may be used by compliant organisations.

## 3 Approach

### *3.1 Compliance with the Code of Practice*

An organisation which complies with this Code of Practice shall:

- complete the Compliance Checklist and comply with the requirements in Section 6 – Assessment and Review;
- provide to the Code of Practice Authority a signed declaration of compliance; and
- receive and sign a licence agreement regarding use of the Code of Practice trademark.

That organisation will then be eligible to:

- display a certificate of compliance signed by Code of Practice Authority; and
- make use of Code of Practice trademark on documentation and web site.

### *3.2 Fees payable within the Code of Practice*

An organisation that chooses to comply with this Code of Practice and to use the trade mark or seal of compliance shall pay to the Code of Practice Authority:

1. A fee of **\$1400 + GST** for initial application, review and contractual documentation; and
2. A fee of **\$990 + GST** for annual renewals.

A schedule of fees charged by the Code of Practice Authority must be approved by Code of Practice Steering Group and notified 60 days in advance of taking effect.

Organisations are responsible for their own costs in making the organisation compliant; and the costs of an external auditor if they choose to be reviewed by an independent agency.

### *3.3 Seal or Mark recognising Code of Practice*

Organisations that comply with the Code of Practice shall:

- be issued with a licence to use the trade mark confirming their compliance; and
- only display the trade mark or seal while they continue to comply and subject to the terms of that licence.

Organisations withdrawing from compliance may be subject to audit for the removal of the trademark.

## **4 Disclosures**

This section of the Code of Practice covers **disclosures** that an organisation must make in order to be compliant with the code. Disclosures must be in a language that will be readily understood by primary producers.

### *4.1 Corporate Identity*

An organisation which complies with this Code of Practice shall disclose to primary producers:

- company name and registered office address;
- contact and web address information; and
- the contact person(s) available within the business to deal with issues or complaints regarding data and the Code of Practice.



## *4.2 Rights to Data*

An organisation that complies with this Code of Practice shall disclose to primary producers:

- what rights the organisation asserts in relation to the data;
- what rights the primary producer has in relation to the data;
- under what terms data is made available to third parties who are authorised or acting on behalf of primary producers;
- under what terms is data made available to other third parties; and
- the definition of raw versus derived and aggregate data in relation to the above terms.

## *4.3 Security Standards*

An organisation that complies with this Code of Practice shall disclose to primary producers:

- whether policies are in place to ensure all staff and sub-contractors comply with security and privacy best practices;
- whether the organisation complies with ISO 27001, or the NIST Engineering Principles for Information Technology Security (NIST Special Publication 800-27 Rev A) or has an equivalent information security management system to protect against data being compromised; and
- whether an appropriate back-up and recovery regime is in place.

## *4.4 Data Access*

An organisation that complies with this Code of Practice shall disclose to primary producers:

- the means by which a primary producer may view, correct, or extract data pertaining to their farming operation;
- the means by which delegated access by third parties on behalf of a primary producer is achieved;
- the means by which parties may apply for access to data;
- the means by which a primary producer may migrate their data to another service; and
- the electronic data interchange standards and formats which are supported.

## *4.5 Data Sovereignty*

An organisation which complies with this Code of Practice shall disclose to primary producers:

- the legal jurisdiction in which data is stored; and
- the legal jurisdiction where back-ups are stored.

## 5 Practices

### *5.1 Rights to Data*

An organisation that complies with this Code of Practice shall:

- ensure that all primary producers have agreed to a data access or storage agreement that makes the disclosures in section 4; and
- ensure that all third parties who access data agree to protect the privacy and rights of the primary producer and the organisation in regards to the data.

### *5.2 Data Interchange & Access*

An organisation that complies with this Code of Practice shall:

- validate the identity and authorisation of any person accessing data;
- interchange data using relevant industry data interchange standards; and
- implement forms of data transfer that are not generally susceptible to third party interception or eavesdropping.

### *5.3 Security*

An organisation that complies with this Code of Practice shall:

- implement policies to ensure all staff and sub-contractors comply with security and privacy best practices;
- ensure the organisation complies with ISO 27001, NIST 800-27 Rev A, or has an equivalent information security management system that considers risks, defines policies and technical security procedures appropriate to the sensitivity of the data stored;
- implement a data back-up and recovery regime that is appropriate for the scale, sensitivity, and timeliness of the data stored; and
- keep records of any potential breaches or unauthorised attempts to access the data.

### *5.4 Regulatory Compliance*

This section recognises that all organisations have forms of legal compliance, but that some organisations have additional regulatory responsibilities.

Where information is required by law or regulation to be provided to other parties (for instance, an Official Information Act request), an organisation that complies with this Code of Practice shall:

- avoid disclosing information that identifies an individual primary producer; or



- notify the primary producer if individually identifying information must be disclosed.

## 6 Assessment and Review

The project steering group developing this code have confirmed that an internal self-audit plus declaration is the most appropriate form of assessment initially, and will allow organisations to balance the costs and benefits of aligning with the Code of Practice.

### *6.1 Internal Self-Audit and Declaration*

In order to demonstrate compliance with the Code of Practice, an organisation shall:

- complete a check-list as contained in Appendix A of this document;
- ensure all non-compliant issues are rectified;
- have the Declaration in Appendix B of this document signed by the organisation's Chief Executive Officer or their designated authority;
- return the Declaration and the check-list to the Code of Practice Authority; and
- upon receiving a trademark licence agreement from the Code of Practice Authority, sign and return this licence agreement.

### *6.2 Annual Review and Renewal*

An organisation which complies with this Code of Practice shall:

- ensure self-audits are conducted annually no more than 90 days prior to the anniversary date of accreditation;
- ensure non-compliance issues are rectified prior to the anniversary date of accreditation; and
- complete the check-list and Declaration as required in Section 6.1 and return these to the Code of Practice Authority.

### *6.3 Non-compliance and Remedial Actions*

Where non-compliance is notified to the authority by an organisation or any other person, the Code of Practice Authority shall determine the severity of any non-compliance and advise remedial action.

- If the remedial action required is minor and does not warrant the withdrawal of accreditation, the trademark may continue to be used by the organisation. A plan for remedial action shall be submitted for approval by Code of Practice Authority within one (1) week for accreditation to be maintained.

- If the withdrawal of the licence to use the Code of Practice trademark is the action confirmed by Code of Practice Authority the withdrawal is to be implemented without delay.
- Should the withdrawal of licence to use the Code of Practice trademark be for an extended period of time, or permanent, the trademark must be removed from all company literature, documentation and web sites.

## *6.4 Complaints – Notification & Resolution*

Organisations that comply with this Code of Practice must:

- Provide contact details within their organisation to receive complaints about their compliance with the Code of Practice; and
- Ensure that primary producers also know how to contact the Code of Practice Authority.

The Code of Practice Authority may receive complaints from primary producers and/or complying organisations. Complainants will:

- provide their complaint in writing to the Code of Practice Authority;
- set out the basis of their complaint providing time, dates plus any supporting information; and
- provide contact details for the complainant, including phone, address and email.

When a complaint is received the Code of Practice Authority will:

- acknowledge receipt of the complaint;
- confirm a timeline for resolution with both parties; and
- provide a copy of the resolution to both parties when completed.

## *6.5 Withdrawal from the Code of Practice*

An organisation may withdraw from compliance with the Code of Practice by:

- providing notification to the Code of Practice Authority of intention to withdraw from compliance with the code; or
- if the Code of Practice Authority cancels or removes the organisation's licence to use the Code of Practice trademark.

The organisation must:

- give notification to existing primary producers, with whom the organisation interacts, that the organisation will no longer comply with the Code of Practice; and
- remove the Code of Practice trademark from all documentation, signage and web sites, including from older documents that may still be accessible online (to avoid confusion)

The Code of Practice Authority must:

- update the register of compliant organisations accordingly; and
- advise all accredited users of the Code of Practice when there is a withdrawal from the Register of Accredited Organisations.

## 7 Code Maintenance

### *7.1 Process for reviewing Code of Practice*

The Code of Practice Authority must call for expressions of interest in the review and revision of the Code of Practice:

- When presented with a proposal to revise the Code of Practice supported by at least 20% of the organisations licensed to use the Code of Practice trade mark or seal; or
- at least two years from the date of approval of this edition of the Code of Practice.

If in response to a call for expressions of interest, at least 60% of the organisations licensed to use the Code of Practice trade mark or seal [and sponsoring organisations for the body?] support the need to review and revise the code then the Code of Practice Authority shall:

1. convene a representative steering committee to oversee the process of review to ensure that the review process is fair and has broadly canvassed input (the Steering Group);
2. appoint an organisation or person to prepare a plan for the review and revision of the Code of Practice (the Project Manager); and
3. call for stakeholders to participate in the development of the code (the Working Group).  
Membership of the working group shall be open to all parties having a direct and material interest in the Code of Practice.

Development of the Code of Practice shall be on the basis of consensus. Consensus is established when substantial agreement has been reached by directly and materially affected interests. Substantial agreement means more than a simple majority but not necessarily unanimity. Consensus requires that all views and objections be considered, and that an effort be made towards their resolution.

### *7.2 Process for approving Code of Practice*

Once the Steering Group considers that the changes to the Code of Practice made by the Project Manager and Working Group are effectively complete, the Project Manager shall carry out a process of consultation that involves:

- the Working Group;
- current complying organisations and those who may potentially comply with the code;
- primary producers, their representatives; and
- any other members of the public who wish to provide feedback or make a submission on the draft code.

After incorporating any changes necessary to reach a broad consensus, the Project Manager and the Steering Group shall present the revised Code of Practice to the Code of Practice Authority for approval and publication.

## Appendix A Compliance Check-List Template

Company Name	
Registered Address	
Web Address	
Contact Number(s)	
Contact Person(s)	
Position in Company	
Date of last review	
Accreditation Status	
Date of this review	

	Question	Yes		No
4	<b>Disclosures</b>			
4.1	Has the organisation taken steps to ensure that primary producers are aware of the organisation's identity pursuant to clause 4.1 of the Code of Practice? <i>List the means employed to ensure this is the case:</i>			
4.2	Has the organisation made primary producers aware of the rights the organisation asserts that it has in relation to data? <i>(For instance, does the organisation claim that it has the right to use or control data, and if so, has it told primary producers this in plain language).</i>			
	Has the organisation ensured that primary producers are aware of their rights in relation to data?			
	Has the organisation made primary producers aware of the terms under which data is made available to third parties acting on their behalf?			
	Has the organisation made primary producers aware of the terms under which data is made available to other third parties (for instance, industry or research organisations, or commercial partners)?			
	Has the organisation made primary producers aware of the organisation's definition of raw versus aggregated data, and how aggregated or computed data is treated differently (if it is)?			
	<i>Section 4.2 - List the means employed to ensure that primary producers are aware of the items above:</i>			
4.3	Has the organisation made primary producers aware of the policies the organisation has in place to ensure all staff and sub-contractors comply with security and privacy best practice?			
	Has the organisation ensured primary producers are aware that appropriate IT (information technology) protection and security systems are in place to protect against data being compromised?			
	Has the organisation made primary producers aware that an appropriate back-up and recovery regime is in place?			
	<i>Section 4.3 - List the means employed to ensure that primary producers are aware of these items:</i>			

4.4	Has the organisation made primary producers aware of the means by which they may view, correct or extract their data?			
	Has the organisation ensured that primary producers are aware of the means by which delegated access by third parties on their behalf is achieved?			
	Has the organisation ensured that primary producers are aware of the means by which parties may apply for access to data?			
	Has the organisation ensured that primary producers understand the means by which they may migrate their data to another service?			
	<i>Section 4.4 - List the means employed to ensure that primary producers are aware of these items:</i>			
	Has the organisation ensured that there are methods by which primary producers or their delegated representatives may learn of the data interchange standards and formats supported by the organisation?			
	<i>Section 4.4 - List the means by which this is achieved:</i>			
4.5	Has the organisation made primary producers aware of the legal jurisdiction in which data is stored?			
	Has the organisation made primary producers aware of the legal jurisdiction where back-ups are stored?			
	<i>Section 4.5 - List the means employed to ensure that primary producers are aware of these items:</i>			
<b>5</b>	<b>Practices</b>			
5.1	Has your organisation ensured that all primary producers have a completed copy of their data access agreement?			
	Has your organisation ensured that all third parties who access data agree to protect the rights of the primary producer and the organisation in regards to the data?			
	<i>Section 5.1 – Document the means by which you have ensured this is the case:</i>			
5.2	Does your organisation have systems in place to validate the identity and authorisation of any person accessing data? <i>Describe these in general terms:</i>			
	Does your organisation interchange data using relevant industry data interchange standards?			

	<i>List these standards:</i>			
	Does your organisation implement secure forms of data transfer? <i>Describe these in general terms:</i>			
5.3	Has your organisation implemented policies to ensure all staff and sub-contractors comply with security and privacy best practices?			
	Has your organisation implemented appropriate IT (information technology) protection and security systems to protect against data being compromised? <i>Describe in general terms the standards complied with, or the policies in place.</i>			
	Has your organisation implemented an appropriate back-up and recovery regime? <i>Describe in general terms the standards complied with, or the policies in place.</i>			
	Does your organisation record any potential breaches or unauthorised requests for access to data? <i>Describe these in general terms:</i>			
5.4	Where information is required by law or regulation to be provided to other parties (for instance, an Official Information Act request), does your organisation avoid disclosing information that identifies a primary producer?			
	If information that does identify a primary producer must be disclosed by law, does your organisation notify affected primary producers?			

## Appendix B Declaration of Compliance

This declaration must be given in front of a person authorised to witness a statutory declaration, and must be signed by a chief executive, general manager, company secretary, director or similar authorised person on behalf of the organisation.

A full list of potential persons authorised to witness a statutory declaration made in New Zealand can be obtained from section 9 of the Oaths and Declarations Act 1957, and includes an enrolled barrister and solicitor of the High Court of New Zealand, a Justice of the Peace (listed in the NZ Yellow Pages), a Notary Public, or a Registrar or Deputy Registrar of the District Court, High Court, Court of Appeal or Supreme Court.

I, (full name) \_\_\_\_\_  
of (address \_\_\_\_\_  
\_\_\_\_\_ organisation \_\_\_\_\_  
role \_\_\_\_\_

Do solemnly and sincerely declare the following:

- That the Code of Practice checklist has been completed in full and that the details therein are correct and represent of the organisation’s practices;
- That any outstanding issues have been resolved and the organisation complies with the disclosures and practices described in the Code of Practice.

And I make this solemn declaration believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Declared at (location) \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed by applicant \_\_\_\_\_

*(person before whom the declaration is made to complete the following)*

Before me \_\_\_\_\_

Signature \_\_\_\_\_

Title of authorised person or stamp \_\_\_\_\_

(As defined in the Oaths and Declarations Act 1957)