



Farm Data Code of Practice

Version 1.1

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



New Zealand
Farm Data Code of Practice

Farm Data Code of Practice

The Farm Data Code of Practice defines disclosures and behaviours required of organisations storing, handling and/or moving data on behalf of farmers within the New Zealand agricultural industry.

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

Compliant organisations receive an annual licence, certificate and use of the Farm Data Code of Practice trademark from Farm Data Accreditation Ltd, the accrediting authority.

Participation is voluntary.

Farm Data Accreditation Ltd

In April 2015, ownership of the Farm Data Code of Practice was transferred to an independent company, Farm Data Accreditation Limited. The following organisations are shareholders:



Code of Practice Advisory Group

The following organisations formed the original Industry Steering Group which oversaw the development of the Farm Data Code of Practice. This group then acted as an Advisory Group to Farm Data Accreditation Ltd when it was established.



Funders and Project Manager

Development of the Farm Data Code of Practice began with funding by New Zealand dairy farmers through DairyNZ and also the Ministry of Primary Industries (MPI) as part of the Transforming the Dairy Value Chain PGP Programme. Farm IQ Systems and the Red Meat Profit Partnership have also provided funding for development and launch of the Code. Rezare Systems Ltd was contracted to develop the Code of Practice under the guidance of an Industry Steering Group.



Ministry for Primary Industries
Manatū Ahu Matua



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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 should 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 impediment and deliver value. The Farm Data Code of Practice (hereafter referred to as the Code of Practice) provides a basis for primary producers (the term this document will use for farmers) to have confidence about those organisations that hold, manage or move data pertaining to their farming operations across as many industry databases as required.

1.1 Principles used during 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.

1.2 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 data 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 data without duplication and by encouraging adoption of technology.

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

1.3 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.

1.4 Changes to the Farm Data Code of Practice: Version 1.1

Version 1.1 of the Farm Data Code of Practice incorporates the following changes:

- Update of ownership and administrative entities to reflect the Code's ownership and governance by Farm Data Accreditation Ltd;
- Update of Assessment and Review process to include the Review Panel;

It is important to note that none of the actual disclosures and practices required of accredited organisations have been changed.

2. Code of Practice Scope

The Code of Practice is intended for use 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 data pertaining to their farming operations is secure, managed according to agreed terms and for agreed purposes, and accessible under appropriate terms and conditions.

The Code of Practice itself does not define standards for data interchange, but rather requires that data is interchanged using industry agreed standards or other 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 Code of Practice Administration

Ownership and operation of the Farm Data Code of Practice is vested in an independent company, Farm Data Accreditation Ltd (FDAL). The industry representative organisations that developed and provided the mandate for this Code are shareholders in FDAL. FDAL have contracted DairyNZ Limited to provide administrative services relating to the Code of Practice.

3.2 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 FDAL 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 FDAL; and
- make use of Code of Practice trademark on documentation and web site.

3.3 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 FDAL the fees in Appendix C of this document.

A schedule of fees charged by FDAL must be approved by Code of Practice Advisory 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.

3.4 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 enquiries 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:

- that policies are in place to ensure all staff and sub-contractors comply with security and privacy best practices;
- that 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
- that 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 data pertaining to their farming operations 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 all primary producers have agreed to a data access

or storage agreement that makes the disclosures in section 4; and

- ensure 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 recognised by those experienced in the industry as being 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

Farm Data Accreditation Ltd 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 checklist as contained in Appendix A of this document, providing relevant evidence as required;
- ensure all non-compliant issues are rectified prior to the anniversary date of accreditation;
- have the Declaration in Appendix B of this document signed by the organisation's Chief Executive Officer or their designated authority and witnessed by an authorised person;
- return the Declaration and the checklist to FDAL;

A Review Panel will assess the compliance checklist and evidence provided and make a recommendation to FDAL. When FDAL approves accreditation, a trademark licence agreement will be sent which must be signed and returned.

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 checklist and Declaration as required in Section 6.1 and return these to FDAL.

FDAL shall maintain an up to date register of compliant organisations that is available on request and supply this to all accredited organisations at least annually.

6.3 Non-compliance and Remedial Actions

Where non-compliance is notified to the authority by an organisation or any other person, FDAL 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 FDAL within one (1) week of the notification of non-compliance for accreditation to be maintained.

- If the withdrawal of the licence to use the Code of Practice trademark is the action confirmed by FDAL 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 of a nominated person within their organisation to receive complaints about their compliance with the Code of Practice; and
- ensure that primary producers also know how to contact FDAL.

FDAL may receive complaints from primary producers and/or complying organisations. Complainants will:

- provide their complaint in writing to FDAL;
- 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 FDAL will:

- acknowledge receipt of the complaint;
- keep the contact details of the complainant confidential;
- confirm a timeline for resolution with both parties; and
- refer the complaint to the Review Panel for investigation and recommendation back to FDAL; 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 the Code of Practice:

- by providing notification to FDAL of intention to withdraw from compliance with the Code; or
- if FDAL 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
- within 90 days of providing notice to FDAL, 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)

FDAL 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 the Code of Practice

FDAL must call for expressions of support for 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
- two years from the date of approval of this edition of the Code of Practice.

If in response to a call for expressions of support, at least 60% of the organisations licensed to use the Code of Practice trade mark or seal (and the Code of Practice Authority) support the need to review and revise the code then FDAL 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 Advisory 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 review 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 i.e. not limited to just licensees.

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 the Code of Practice

Once the Advisory 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 Advisory Group shall present the revised Code of Practice to FDAL for approval and publication.

8. Role of Farm Data Accreditation Ltd

The role of FDAL is to:

- accept applications for compliance as per Section 3
- receive signed statutory declarations of compliance as per – Section 3
- notify the schedule of fees to be charged for accreditations and renewals as per – Section 3
- receive completed checklist from organisations seeking accreditation as per – Section 6
- provide a trademark licence agreement to organisations gaining accreditation as per – Section 6
- provide a signed certificate of compliance to organisations gaining accreditation as per – Section 6
- receive complaints (in writing) from primary producers and/or complying organisations as per – Section 6
- consider all cases of non-compliance and advise remedial action to be taken as per – Section 6.4
- update the register of compliant organisations as required in Section 6.5
- advise all accredited users of the Code of Practice when there is a withdrawal from the Register of Accredited Organisations as per - Section 6.5
- undertake the process for reviews and approval of the Code of Practice as set out in Section 7

Appendix A Compliance Checklist 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	
Overview <small>(Briefly describe your services, your customer base and the type of data that you collect and store)</small>	

The Compliance Checklist requires that the applicant organisation provides specific information in response to each question and, where possible, evidence of the organisation's compliance to Sections 4 and 5 of the Code of Practice. Evidence should include the reproduction of relevant clauses in disclosure statements or agreements (where applicable), supported by the appending of relevant documentation or the referencing of specific web URLs. Policy evidence may be supported by including relevant text from policy documents. Where you reference a Standard, please ensure you have used the full name, reference, and or URL of that Standard.

4.1 Disclosures - Corporate Identity				
<p>A. 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?</p> <p>Evidence and reference:</p>	YES		NO	Check
4.2 Disclosures - Rights to Data				
<p>A. Has the organisation made primary producers aware of the rights the organisation asserts that it has in relation to data? (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?).</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>B. Has the organisation ensured that primary producers are aware of their rights in relation to data?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>C. Has the organisation made primary producers aware of the terms under which data is made available to third parties acting on their behalf?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>D. 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)?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>E. 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)?</p> <p>Evidence and reference:</p>	YES		NO	Check

4.3 Disclosures - Security Standards				
<p>A. 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?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>B. 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?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>C. Has the organisation made primary producers aware that an appropriate back-up and recovery regime is in place?</p> <p>Evidence and reference:</p>	YES		NO	Check
4.4 Disclosures - Data Access				
<p>A. Has the organisation made primary producers aware of the means by which they may view, correct or extract data pertaining to their farming operations?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>B. Has the organisation ensured that primary producers are aware of the means by which delegated access by third parties on their behalf is achieved?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>C. Has the organisation ensured that primary producers are aware of the means by which parties may apply for access to data?</p> <p>Evidence and reference:</p>	YES		NO	Check
<p>D. Has the organisation ensured that primary producers understand the means by which they may migrate data pertaining to their farming operations to another service?</p> <p>Evidence and reference:</p>	YES		NO	Check

<p>E. 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?</p> <p>Evidence and reference:</p>	YES		NO		Check
<h4>4.5 Disclosures - Data Sovereignty</h4>					
<p>A. Has the organisation made primary producers aware of the legal jurisdiction in which data is stored?</p> <p>Evidence and reference:</p>	YES		NO		Check
<p>B. Has the organisation made primary producers aware of the legal jurisdiction where back-ups are stored?</p> <p>Evidence and reference:</p>	YES		NO		Check
<h4>5.1 Practices - Rights to Data</h4>					
<p>A. Has your organisation ensured that all primary producers have a completed copy of their data access agreement?</p> <p>Describe your process and provide relevant evidence:</p>	YES		NO		Check
<p>B. 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?</p> <p>Describe your process and provide relevant evidence:</p>	YES		NO		Check
<h4>5.2 Practices - Data Interchange and Access</h4>					
<p>A. Does your organisation have systems in place to validate the identity and authorisation of any person accessing data?</p> <p>Describe your process and provide relevant evidence:</p>	YES		NO		Check
<p>B. Does your organisation interchange data using relevant industry data interchange standards?</p> <p>Describe the standards used:</p>	YES		NO		Check

<p>C. Does your organisation implement secure forms of data transfer? Describe the forms of data security employed:</p>	YES		NO		Check
5.3 Practices - Security					
<p>A. Has your organisation implemented policies to ensure all staff and sub-contractors comply with security and privacy best practices? Describe your policies and procedures and provide relevant evidence:</p>	YES		NO		Check
<p>B. Has your organisation implemented appropriate IT (information technology) protection and security systems to protect against data being compromised? Specify the approach used, the standards complied with, or the policies in place.</p>	YES		NO		Check
<p>C. Has your organisation implemented an appropriate back-up and recovery regime? Summarise the process used, the standards complied with, or the policies in place.</p>	YES		NO		Check
<p>D. Does your organisation record any potential breaches or unauthorised requests for access to data? Describe your process and provide relevant evidence:</p>	YES		NO		Check
5.4 Practices – Regulatory Compliance					
<p>A. 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? Describe your process and provide relevant evidence:</p>	YES		NO		Check
<p>B. If information that does identify a primary producer must be disclosed by law, does your organisation notify affected primary producers? Describe your process and provide relevant evidence:</p>	YES		NO		Check

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 Farm Data of Practice checklist has been completed in full and that the details therein are correct and represent the organisation's practices;
- that any outstanding issues have been resolved and the organisation complies with the disclosures and practices described in the Farm Data 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)

Appendix C **Schedule of Fees Payable**

The schedule of fees payable within the Code of Practice are:

- A fee of **\$1400 + GST** for initial application, review and contractual documentation;
- The accreditation fees are required to be paid before the licence, certificate and trademark are issued
- A fee of **\$990 + GST** for annual renewals.
- The renewal fees are required to be paid before the licence, certificate and trademark are re-issued.

FDAL reserves the right to change fees. Check the following website for a list of current fees:
www.farmdatacode.org.nz

Farm Data Accreditation Ltd

*c/o DairyNZ
Private Bag 3221
Hamilton 3240
New Zealand*

*farmdatacode@dairynz.co.nz
0800 4 DairyNZ (0800 4 324 7969)
www.farmdatacode.org.nz*



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