

Farm Data Code

Summary Audit Report for Pure Farming



Provider: Map of Ag

Assessed against Farm Data Code version: 2.0

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Transparency

- ✓ 1.1
- ✓ 1.2
- ✓ 1.3
- ✓ 1.4
- ✓ 1.5
- ✓ 1.6

Fairness

- ✓ 2.1
- ✓ 2.2

Control

- ✓ 3.1
- ✓ 3.2
- ✓ 3.3
- ✓ 3.4
- ✓ 3.5

Portability

- ✓ 4.1
- ✓ 4.2
- ✓ 4.3
- ✓ 4.4
- ✓ 4.5
- ✓ 4.6

Security

- ✓ 5.1
- ✓ 5.2
- ✓ 5.3
- ✓ 5.4
- ✓ 5.5

Compliance

- ✓ 6.1
- ✓ 6.2

Summary of terms

What Farm Data, or other data about the farmer or farm business is being collected, created, aggregated, used, or shared?

Farm Data: Livestock, arable, dairy, land, animal welfare and agricultural emissions related farming data.

Other data about the Farmer or their farm/business: Farm owner name, email address, farm name, postcode, country.

Why is this being done?

To accurately calculate and analyse farm-based emissions and animal welfare practices, predominantly to improve ESG outcomes.

Who is the Provider sharing Farm Data with?

Organisations who require a total view of farm data within their supply chain. Customer examples include farm organisations, supermarkets, banks.

Is Farm Data being de-identified?

Pure Farming does not de-identify the farm data.

How long is Farm Data stored for?

Variable, depending on the data consumer's requirements, and as agreed with the farmer. From date of service termination Farm Data will be removed within 14 days of notice given.

How can farmers obtain a copy of their Farm Data?

Farmers can contact us at purefarmingsupport@mapof.ag

How can farmers get Farm Data deleted?

Farmers can contact us at purefarmingsupport@mapof.ag

In which countries is Farm Data stored or made available?

Australasia, the United Kingdom and Europe

What's in it for the farmer, and for the Provider?

Farmer: An efficient and accurate method of transferring their farming data, whilst granting them full control of what data is shared, and who it is shared with.

Provider: Map of Ag receive payment from the data consumer organisation who has been authorised by the farmer to access farm data.

Are there any risks or detriments that may affect farmers?

To minimise risk to farmers, we are ISO27001 IT security certified. Farmers are advised to carefully read data consumer's terms before granting their data requests.

Detailed compliance report against Farm Data Code

Transparency

Transparent, clear and honest collection, use and sharing of Farm Data. Providers will:

Data Code Principles



Detailed compliance report against Farm Data Code

Transparency

1.1

Provide Farmers with plain-English, easily found terms and associated policies for data collection, use, and sharing detailing:

- the identity of the contracting party/ies;
- what Farm Data and any other data about the Farmer or their farm/business, will be collected, created, aggregated, used, or shared;
- purpose/s for which Farm Data is being collected, used and shared;
- the value being created for the Farmer, and the Provider;
- how Farm Data will be managed and shared, in terms of security, access, and de-identification protocols;
- identity and/or nature of any other entities with whom it shares Farm Data;
- processes and conditions for data retention, data retrieval, and service termination; and,
- any risks or detriments that may adversely affect Farmers who share data with the Provider.

Meets the code?



Yes

Provider's comment

A data agreement between Map of Ag and the farmer is sent within the invitation to join the Pure Farming platform.

The farmer can review and accept the agreement terms at the time of signing up and refer back to the agreement at anytime within Pure Farming, or on the purefarming.com website.

Additionally, the Pure Farming data request interface requires the consumer of the farm data to state the data they request within each invitation.

The purpose for which the data will be used is outlined within the request.

Detailed compliance report against Farm Data Code

Transparency

1.2

Obtain clear, fully informed, and express consent from the Farmer as to the terms for collection, use, and sharing of Farm Data.

Meets the code?



Yes

Provider's comment

Farmers consent electronically via the Pure Farming web app. Before they confirm their Pure Farming account they must accept the conditions presented to them from Pure Farming.

The data consumer sends the farmer a request for farm data via Pure Farming's 'Discovery' web portal. Included in the request is the requestor's details, the purpose of the data request, the specific data being connected, and their data Terms & Conditions.

This is a fundamental advantage of using the Pure Farming platform, where consent is granted at an individual level between farmer and data consumer.

Pure Farming ensures the data sharing agreement clearly specifies the terms of use, and the data that is being requested.

It is then up to the farmer to choose whether to accept the data request – or decline or revoke the request at any time.

Detailed compliance report against Farm Data Code

Transparency

1.3

Provide prompt notice about any material changes to the terms and associated policies for collection, use, and sharing of Farm Data.

Meets the code?



Yes

Provider's comment

We will provide notification of any changes to our Connected Data Agreement terms within 14 days.

We will notify our farmers via the email registered to their Pure Farming account, as stated in the Connected Data Agreement clause 12.

Detailed compliance report against Farm Data Code

Transparency

1.4

Where a material change to terms and associated policies is proposed, obtain clear, fully informed, and express consent for the Farmer to accept the change and; provide an avenue for the Farmer to terminate the agreement without incurring a financial penalty and with adequate time to port or delete their Identifying Farm Data.

Meets the code?



Yes

Provider's comment

Consent is granted based on the Farmer agreeing to the terms presented to them with each data request, and resuming the use of the Pure Farming platform.

The Farmer can cancel the agreement at any time within the Pure Farming application from the Account Settings of their account.

There is no financial repercussions to the farmer, and the service incurs no cost for the farmer to use.

To terminate the agreement with Map of Ag/Pure Farming, the farmer can contact purefarmingsupport@mapof.ag.

Detailed compliance report against Farm Data Code

Transparency

1.5

Provide a mechanism for Farmers to enquire about the collection, use, storage, security and sharing of Farm Data.

Meets the code?



Yes

Provider's comment

All agreements are available online within Pure Farming upon account creation, or on the Pure Farming website for farmers to review at any time.

There are several options for farmers to contact Map of Ag for support, where queries can be sent to either;

- privacy@mapof.ag or
- purefarmingsupport@mapof.ag

This contact information can be found within our agreements, or via the 'Contact Us' page on our website.

Detailed compliance report against Farm Data Code

Transparency

1.6

Notify Farmers of the legal jurisdiction in which Farm Data is stored or made available.

Meets the code?



Yes

Provider's comment

In the case of our Australian based farmers and customers, their data will be stored in our Sydney based data-centres.

As per our Connected Data Agreement clause 8; "Your data will be stored by us in a specific location or geographic region (for instance, Europe, Australia, North America or Singapore)."
"Connected Customers" in this case refers to the Data Consumer, and their T&C's agreement with the farmer.

Detailed compliance report against Farm Data Code

Fairness

Fair and equitable use of Farm Data.
Providers will:

Data Code Principles



2.1



2.2

Detailed compliance report against Farm Data Code

Fairness

2.1

Ensure that Farmers get value from the use of Farm Data – including products and insights derived from it.

Meets the code?



Yes

Provider's comment

Map of Ag is responsible for making the sharing of farm data to data consumers easy, and in a way that provides the farmer with total control of their farm data.

Regarding farmer value beyond this, this is agreed upon between the data consumer and the farmer. For example, some customer's (ie. data consumers) may share data and reports with their farmers, such as individual farm performance information, and benchmarking of suppliers within their region.

Detailed compliance report against Farm Data Code

Fairness

2.2

Ensure that Farm Data is not used to the detriment of Farmers without their clear, fully informed, and express consent.

Meets the code?



Yes

Provider's comment

As outlined within our data agreement with the farmer, and the data agreement between the farmer and the data consumer, the terms and application of farm data use is clearly stated within every data request.

Additionally, the Pure Farming app provides an easy way for the farmer to then agree to the terms and grant access to the specified data, or decline or revoke access to their data.

The data will never be used outside of the agreed data request transaction, or shared with other parties without the farmer's express consent.

Detailed compliance report against Farm Data Code

Farmer Control

Ability to control and access Farm Data.
Providers will:

Data Code Principles



3.1



3.2



3.3



3.4



3.5

Detailed compliance report against Farm Data Code

Farmer Control

3.1

Ensure the Farmer has control over who can access and use their Identifying Farm Data.

Meets the code?



Yes

Provider's comment

Pure Farming do not have access to transfer the farm data without the farmer's permission. The only way data can be shared, is once the farmer agrees to the specific data request from a data consumer via the Pure Farming app.

The data sharing is strictly between the farmer and data consumer and will not be used outside of this agreement unless explicitly stated and agreed upon during the data permissioning process.

Detailed compliance report against Farm Data Code

Farmer Control

3.2

Take all reasonable steps to ensure any other entities permitted access to Farm Data are bound by the terms agreed between the Provider and Farmer, and do not contravene the provisions of this Code. This does not include entities nominated by the Farmer for data sharing purposes. Inform the Farmer where terms have not been fully passed on, or Code isn't complied with.

Meets the code?



Yes

Provider's comment

Only third parties (ie. data consumers) permitted by the farmer have access to their data. The data is shared between the farmer and data consumer, and the purpose of the data application will be detailed within their Terms & Conditions with each data request.

Whilst Pure Farming uses AWS (Amazon Web Services) to store or process the data, AWS do not have access to the farm data itself. More information can be found at: <https://aws.amazon.com/compliance/data-privacy-faq/>

Detailed compliance report against Farm Data Code

Farmer Control

3.3

Provide a mechanism for the Farmer to request corrections to Farm Data.

Meets the code?



Yes

Provider's comment

Pure Farming's purpose is to transfer data from the farm's various farm management system software to the data consumer.

If there are issues with the data, the best solution may be to resolve the issue at the data recording source.

Additionally, the farmer can contact Map of Ag's support via purefarmingsupport@mapof.ag to enquire about farm data accuracy.

Detailed compliance report against Farm Data Code

Farmer Control

3.4

Ensure Identifying Farm Data and any other data provided by the Farmer to the Provider, is not deleted without the Farmer's authorisation during any agreed or legally required data retention period.

Meets the code?



Yes

Provider's comment

As long as the agreement for data connection is still active between the Farmer and the Data Consumer, we will not delete farm data unless the farmer requests it, or the agreement is terminated.

We remove data from Pure Farming when the farmer requests it by revoking access or closing their account.

As Pure Farming is a data connectivity solution, the data passing through Pure Farming is only a copy and it is not the authoritative source of data for farm management or reporting, so the farmer is not at risk of critical loss of data from Pure Farming data deletion

Detailed compliance report against Farm Data Code

Farmer Control

3.5

Take all precautions to avoid identification or re-identification of a farm or Farmer from de-identified data, without the Farmer's clear, fully informed, and express consent.

Meets the code?



Yes

Provider's comment

Pure Farming will never re-identify data.

We comply with this principle by not de-identifying farm data that farmers explicitly grant to the agreed data consumer.

The information that we collect is already identifiable, and the information is valuable to the data consumer because it remains identifiable.

Detailed compliance report against Farm Data Code

Portability

Ability to obtain and delete Farm Data.
During any agreed and legally required data retention period. Providers will:

Data Code Principles



4.1



4.2



4.3



4.4



4.5



4.6

Detailed compliance report against Farm Data Code

Portability

4.1

Provide Farmers and/or their nominees with the ability to obtain all Identifying Farm Data (both raw and/or processed) in a structured and frequently used machine – or human-readable format where technically feasible.

Meets the code?



Yes

Provider's comment

The service we provide is to connect data sources (Providers) and standardise the data which the farmer provides into formats that are easily digested by the data consumer (our customers).

Pure Farming is not storing data that the farmer doesn't already have.

Pure Farming will not modify the farmer's version of their farm data in any way.

Detailed compliance report against Farm Data Code

Portability

4.2

Provide documentation to make ported data usable, e.g. Application Programming Interface (API) documentation and data model diagrams.

Meets the code?



Yes

Provider's comment

To create our data connections with other integrators/Providers or data consumers, we have our 'Developer Hub' which provides extensive and detailed information on how the data schemas are used and mapped.

Detailed compliance report against Farm Data Code

Portability

4.3

At the request of the Farmer, delete or dispose of any Identifying Farm Data, unless prohibited by law or unable to do so.

Meets the code?



Yes

Provider's comment

Farmers can contact purefarmingsupport@mapof.ag to request their data to be deleted.

Further information or contact details can also be found on our website purefarming.com

Detailed compliance report against Farm Data Code

Portability

4.4

Ensure that contingency plans exist to give Farmers the option to port and/or delete Identifying Farm Data in the event of insolvency.

Meets the code?



Yes

Provider's comment

Whilst Pure Farming is not storing data that the farmer doesn't already have - Pure Farming could be useful as an additional data backup for the farmer in this scenario if their farm management/Provider software ceased to exist.

If Map of Ag entered insolvency, we would notify the farmer, and the farmer can request for their data to be deleted by contacting purefarmingsupport@mapof.ag

Detailed compliance report against Farm Data Code

Portability

4.5

Provide the Farmer fair warning in advance of changes to legal jurisdiction, change of control, or sale of the Provider entity, and adequate time for the Farmer to port and/or delete their Identifying Farm Data.

Meets the code?



Yes

Provider's comment

Map of Ag will ensure that all of our Farmers will be notified prior to any change to our ownership.

Refer to our 'Connected Data Agreement' terms for more information

Detailed compliance report against Farm Data Code

Portability

4.6

Ensure that Farmers can port and/or delete Identifying Farm Data in the event of service termination.

Meets the code?



Yes

Provider's comment

Yes, the farmer can request to delete any data we store as per our Connected Data Agreement.

Detailed compliance report against Farm Data Code

Security

Keeping Farm Data protected and secure.
Providers will:

Data Code Principles



Detailed compliance report against Farm Data Code

Security

5.1

Take all reasonable and prudent steps, in line with industry best practice, to ensure Farm Data and any other data provided by the Farmer to the Provider, are protected at all times from unauthorised access, damage or destruction.

Meets the code?



Yes

Provider's comment

Ensuring our Farmer's data remains secure is a key priority for Map of Ag, and we are proud to be a certified ISO27001 organisation.

ISO27001 is the international standard for information security management, and ensures we maintain strict protocols around how our farmers and customers data is secured, transferred and used.

Detailed compliance report against Farm Data Code

Security

5.2

Put in specific data management protocols to protect sensitive data about the Farmer or farm, such as personal/financial information.

Meets the code?



Yes

Provider's comment

The ISO27001 certification ensures Map of Ag internally ensure the best-practice approach to protect sensitive farm or farmer data.

We also ensure the consumers of the farm data adhere to our policy as set out in our Pure Farming Subscriber Master Agreement Clause 5.6: "Restriction: The Customer must not use the Services to collect or store sensitive information relating to any individual of any type (as may be defined by law in the Customer's jurisdiction and in any event including racial or ethnic origin, political opinions, religious or philosophical beliefs, sexual orientation or practices, criminal records, health information, genetic information, and biometric information".

Detailed compliance report against Farm Data Code

Security

5.3

Promptly notify the Farmer of a data breach that has led to unauthorised access to, or damaged or destroyed Farm Data.

Meets the code?



Yes

Provider's comment

We have put in place procedures to deal with any suspected data breach and will notify the farmer and any applicable regulator of a breach as soon as possible.

Given any data breach that puts at risk the farm data would also put at risk the farmers personal data, we would notify the affected farmers as soon as possible in line with our Privacy Policy requirements.

Detailed compliance report against Farm Data Code

Security

5.4

Implement a backup and recovery regime that is appropriate for the scale, sensitivity and timeliness of the Farm Data.

Meets the code?



Yes

Provider's comment

Given the farmer retains their farm data within their own farm management systems, Pure Farming cannot prevent their data loss.

However, as an added bonus of using Pure Farming, we may be able to assist with providing a backup of the data - dependent on what was stored and transferred through our service.

Detailed compliance report against Farm Data Code

Security

5.5

Ensure all staff and sub-contractors that work with Farm Data, and/or set terms, policies, and/or processes for Farm Data are trained to comply with the terms of this Code.

Meets the code?



Yes

Provider's comment

As part of our ISO27001 Certification we undergo annual training for all Map of Ag staff on how to correctly handle farmer data.

We have an existing accreditation programme and the NFF data code has been added to this annual training programme for all employees within Map of Ag.

Detailed compliance report against Farm Data Code

Compliance

Compliance with privacy and disclosure obligations. Where Providers are required by law to provide information to a third party, they will:

Data Code Principles



6.1



6.2

Detailed compliance report against Farm Data Code

Compliance

6.1

Avoid disclosing any Identifying Farm Data; or,

Meets the code?



Yes

Provider's comment

Map of Ag will only submit identifying farm data to the Data Consumer, as agreed by the farmer directly within the Pure Farming applications permissioning process.

Detailed compliance report against Farm Data Code

Compliance

6.2

If Identifying Farm Data must be disclosed, where legally permissible the Provider must promptly notify any Farmer whose information will be (or has been – if prior warning is not possible) disclosed.

Meets the code?



Yes

Provider's comment

In the situation where Map of Ag needs to identify farm data by law, we will contact the farmers directly where legally permissible, via email or phone to notify them that they will be affected.

Disclaimer

The “Farm Data Code Provider Summary Audit Report” website (Website) is operated by the National Farmers’ Federation Limited (NFF). The Website provides a listing of data and technology products (Products), supplied by different providers (Providers), assessed by NFF for compliance with the NFF Farm Data Code (Code).

What is certification?

Providers who wish for their Products to be assessed and certified for compliance against the Code apply for assessment by NFF. NFF perform a desktop review of certain documents to assess a Product’s compliance before publishing the outcome of this assessment on the Website. Where a Product complies completely with the Code it will be certified.

NFF’s intention is that the Website provides a quick reference for how Products comply with the Code and provides a summary of how Farm Data is handled by Providers.

Certification and assessment is not advice on the quality of the services provided by a Provider or the Product and the review performed by NFF does not consider or reflect these aspects in any way.

By including the Summary Audit Report or certification of a Product on the Website, NFF is not providing an endorsement of the Product, Provider or any services.

How do members of the farming industry use the Website?

NFF operates the Website to allow members of the public to review Providers’ and Products’ performance against the Code, as assessed by NFF.

While NFF has taken all reasonable measures to confirm the accuracy of its assessment, it does not warrant that any information published on the Website is accurate, complete, reliable or up to date. We request that Providers ensure the information they provide is correct when they apply for assessment and certification, however rely on Providers to comply with this request.

NFF does not make any representations or give any warranties about the information available on the Website or contained in the Summary Audit Report, or the suitability of any Provider or Product for a particular purpose. To the extent permitted by law, NFF will not be liable for any expenses, losses, damages or costs which might be incurred as a result of the information contained on the Website or in a Summary Audit Report being inaccurate or incomplete in any way and for any reason.

What if the Provider’s product was not as expected?

NFF encourages farmers to report to NFF any conduct of a Provider or a Product that does not comply with the Code. However, NFF accepts no liability for any aspect of the interaction between a Provider and user of the Website, including but not limited to fees, payments and refunds, scope of services, performance or delivery of any services or contractual disputes. NFF is not a regulator of the relationship between a Provider and any recipient of the Provider’s services.

How is personal information used in a complaint?

If you make a complaint, your personal information will be used by NFF to contact you and obtain additional information from you about the alleged breach of the Code. Your personal information will never be published by NFF or provided to a Provider.

For further information on how NFF collects, uses, discloses and stores personal information, please see our Privacy Policy at <https://nff.org.au/programs/australian-farm-data-code/australian-farm-data-code-certification-privacy-policy/>

The Privacy Policy also provides for how complaints related to privacy may be raised with and managed by NFF.