

# Farm Data Code

## Summary Audit Report for BeeSTAR



**Provider:** LB AGTECH HOLDINGS PTY LTD

**Assessed against Farm Data Code version:** 2.0

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**Audit Number:** 0009

### 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: Data captured includes: the beekeepers' personal information, hive history, hive location, temperature, humidity, and GPS data from sensors placed in hives. Other data about the Farmer or their farm/business: beekeepers' personal information

### Why is this being done?

Your data supports service operation, improvement, and communication about updates and offers. We may use your hive data to deliver and improve our current and future service, updates, offers, research and development.

### Who is the Provider sharing Farm Data with?

- Data host Google Drive - does not have access to data.
- University of Technology Sydney (UTS) - has access to data but is under a confidentiality agreement not to share it, and to delete it when requested.
- INCYT - has access to Log Data only, no personal information

We take the responsibility for ensuring that third parties we engage will not share beekeepers' identifiable data, and will delete it when we request them to.

### Is Farm Data being de-identified?

De-identification occurs when the beekeeper terminates the service contract or the service is terminated. Once the service is terminated, personal data will be deleted. Only the customer account number will remain attached to the hive data for 6 months, in case the customer returns to the service. After 6 months the customer account number is deleted so that the hive data is completely de-identified.

### How long is Farm Data stored for?

Aggregated de-identified data will not be returned, altered or deleted, but will be de-identified and retained for research purposes.

No data is ever deleted while a beekeeper's account is active. We never delete hive data even after the termination of the contract in de-identified form.

### How can farmers obtain a copy of their Farm Data?

Customers can request a copy of their data anytime from our support team (call or email).

### How can farmers get Farm Data deleted?

Once the service is terminated, personal data will be deleted. Only the customer account number will remain attached to the hive data for 6 months, in case the customer returns to the service. After 6 months the customer account number is deleted so that the hive data is completely de-identified. Aggregated de-identified data will not be returned, altered or deleted, but will be de-identified and retained for research purposes.

### In which countries is Farm Data stored or made available?

Data is physically stored in data centres primarily in Asia-Pacific.

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

Farmer: By digitising monitoring, beekeepers can cut costs and boost productivity.

Provider: We operate a Hardware as a Service (HaaS) model, so beekeeper pays fees to LB Agtech per year per hive base.

### Are there any risks or detriments that may affect farmers?

We emphasise the security of your data while acknowledging the inherent risks of data breaches or unauthorised access. If a data breach occurs, we will notify impacted users immediately.

Detailed compliance report against Farm Data Code

# Transparency

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

Data Code Principles



1.1



1.2



1.3



1.4



1.5



1.6

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## 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

The terms and conditions for the BeeSTAR platform are contained in the document "BeeSTAR Application form" and comply with the Farm Data Code.

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

Terms and conditions are provided to customer when they are signing up for the service. Currently this is done via email.

The BeeSTAR terms and conditions are signed by both parties. They are executed in person and signed and kept on file, either in hard copy or, if signed remotely, by an authenticated online signature such as DocuSign.

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## 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 comply with this principle

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

We open an individual Slack channel for active customer communication and notify them through the channel for active acknowledgment of the consent.

Users can terminate contract by notifying us in writing.

There is a fee for terminating the contract early. This 'teardown' fee is for refurbishing the hardware (battery) if the contract ends too soon, so that it can be reused. This is also mentioned in the FAQs

When a customer makes a request to have their service terminated and account deleted, we will provide them with a CSV containing their personal and hive data, within 7-14 days.

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## 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

A contact person for data is listed in our terms and conditions



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

Data is physically stored in data centres primarily in Asia-Pacific.

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

Through location-based beehive data analysis, beekeepers can minimise human intervention in hive management and quickly identify problems, thereby reducing the time and cost of managing apiaries. This approach allows for the acquisition of detailed information on the health history, location, and status of the hives. Consequently, it facilitates the verification of the provenance of honey and the colony strength of hives deployed for pollination.

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## 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

We comply with this principle

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

Beekeepers may share their account with anyone they deem necessary, such as family, friends, employees, etc. at their own risk, but they are responsible for any data breaches. They can change the account password.

Data sales are not currently part of our business model, but we do intend to sell anonymised insights and findings derived from the data that we process and research that does not reveal the personal information of beekeepers or the location of their identity or property.

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

We share data with:

- Data host Google Drive - does not have access to data.
- UTS - has access to data but is under a confidentiality agreement not to share it, and to delete it when requested.
- INCYT - has access to Log Data only, no personal information

We take the responsibility for ensuring that third parties we engage will not share beekeepers' identifiable data, and will delete it when we request them to.

INCYT and UTS are already aware of our application to the NFF's Data Code and have committed to maintaining the same level of compliance with the protection of their Beekeepers' data as we do, which will be included in future contracts between them and LB Agtech. However, if in the future these commitments are not honoured, or if LB Agtech finds it difficult or problematic to protect the data through a third party, we will first request a remedy from the third party data sharer, and if this is not possible, we will request the third party to delete the data after backing up the data, and notify the user (Beekeeper) of this by email, app, or text message.

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

To ensure that the data is portable and valid, we do not allow changes or modifications to the raw data collected in the hive. However, we do use beekeeper feedback on the raw data and field inspection results in our data analysis.

Beekeepers can ask to have their personal data changed through us.



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

No data is ever deleted while a beekeeper's account is active. De-identification occurs when the beekeeper terminates the service contract or the service is terminated. Once the service is terminated, personal data will be deleted. Only the customer account number will remain attached to the hive data for 6 months, in case the customer returns to the service. After 6 months the customer account number is deleted so that the hive data is completely de-identified.

Beyond the data we collect and the content of their activities provided by the beekeepers, there is no additional organised data provided by the beekeepers. However, we do provide beekeepers with spray and weather information in our territory that can help them in our analyses. We never delete hive data even after the termination of the contract in de-identified form.

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

De-identification occurs when the beekeeper terminates the service contract or the service is terminated. Once the service is terminated, personal data will be deleted. Only the customer account number will remain attached to the hive data for 6 months, in case the customer returns to the service. After 6 months the customer account number is deleted so that the hive data is completely de-identified.

It is then moved to an archive, stored, and never reprocessed or reused again.

Since personal information is deleted when a service is terminated, but the customer account number remains linked to hive data for 6 months, it may be possible to re-identify beekeepers systematically by asking them if they would like to recover their old data (via the customer account number). They would have to come back to us to ask for their account to be re-opened, and know their old customer account number though.

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



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

Customers can request a copy of their data anytime from our support team (call or email).

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**

As the use of data or technology is not commonplace in the beekeeping industry yet, data integration based on user needs is not currently serviceable. If data users and owners need data extraction and transfer via APIs, we are happy to accommodate and add it to our service. Although there is no industry demand for a specific data format other than providing a CSV file in full plain English labels, we are willing to respond to the needs when they arise.

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

De-identification occurs when the beekeeper terminates the service contract or the service is terminated. Once the service is terminated, personal data will be deleted. Only the customer account number will remain attached to the hive data for 6 months, in case the customer returns to the service. After 6 months the customer account number is deleted so that the hive data is completely de-identified.

It is then moved to an archive, stored, and never reprocessed or reused again.

The raw data collected from beekeepers' personal information or beehives owned by beekeepers is de-identified and stored, and it is used for research purposes as a simple DB. Therefore, the initially collected raw data can be deleted at the user's request, but the de-identified analytical data and de-identified hive data are not deleted or disposed of.

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

Yes we comply with this principle

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

If there is a major problem in the management and maintenance of the company, or if there is a major change in the service or suspension of the service, we will notify the user 21 days in advance, and in such a case, we will automatically back up the data to the email or cloud specified by the user so that the user does not lose the data regardless of the user's will.



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 we comply with this principle

Detailed compliance report against Farm Data Code

# Security

Keeping Farm Data protected and secure.  
Providers will:

Data Code Principles



5.1



5.2



5.3



5.4



5.5

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.**

NOTE: Assessed based on this provider's answers to security questions based on the Australian Cyber Security Centre guidelines for small and medium businesses.

Meets the code?



Yes

### Provider's comment

Yes we comply with this principle

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

No specific different treatment of data types, all data treated the same way

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

In case of a data breach we will notify impacted users via our usual communication channels (Slack, email)

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**

Yes we comply with this principle

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

All staff are well aware of the Code and we have no subcontractors.

When we start planning to recruit new staff, we will implement an onboarding manual according to the NFF Data Code and sign off on the staff members or subcontractors before more members are on board.

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# 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**

Yes we comply with this principle.

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

Yes we comply with this principle.

Beekeepers will be contacted via phone/email/Slack

# 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.