Farm Data Code

Summary Audit Report for TPalltrace

Provider: Trust Provenance (T-Provenance Pty Ltd)
Assessed against Farm Data Code version: 2.0

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Audit Number: 0006

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

National Farmers Federation

Summary of terms

What Farm Data, or other data about the farmer or farm business is being collected, created, aggregated, used, or shared?	Farm name and location, product journey data (reflective in specific critical-tracing-events) Other data includes: famer name, email and other supporting farm information includes but isn't limited to: images, certifications, credentials, inventory levels
Why is this being done?	To help producers and the supply chain digitise, share information along the supply chain, futureproof producers, streamline data management, confirm to industry standards, and help futureproof producers
Who is the Provider sharing Farm Data with?	Customers and partners within the supply chain; any third party they provide permission to share data with.
Is Farm Data being de-identified?	Currently not, but it is within Trust Provenance's roadmap to allow for selective disclosure of traceability information with other supply chain participants.
How long is Farm Data stored for?	Data is currently retained indefinitely. Trust Provenance are currently restructuring our use of blockchain to provide an alternative structure to this which will still give the effect of complete deletion.
How can farmers obtain a copy of their Farm Data?	The support team is able to export farm data upon the request of a farmer.
How can farmers get Farm Data deleted?	Farm data can be made private by emailing the support team, at which it is not accessible to other supply chain stakeholders.
In which countries is Farm Data stored or made available?	Farm Data is stored within Australian borders. However, data accessible via QR codes on products are available globally given the data has the relevant permissions.
What's in it for the farmer, and for the Provider?	Farmer: Digitise and streamline (efficiencies, time saving, data integrity, align with customer needs) their activities; Food Processor/Manufacturer: Streamlined data capture from food safety, compliance and other benefits Other third parties: Streamlines and standardises data transfer and sharing Provider: License fees
Are there any risks or detriments that may affect farmers?	All farmer data is entered and controlled by the farmer. Our default setting is that that information is owned by the creator of the data and they have exclusive control on the data and decide who they share it with. Our technical and security architecture is industry best practice and provides for protection of all information. Customer data can be deleted permanently from our infrastructure.

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

Yes the Terms and Conditions for TPalltrace meet all of these requirements.

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

Customers are provided with the terms and conditions over email, and they need to reply with their email acceptance before an account is created.

In future a digital consent option will be implemented, such that they "tick the box" to confirm they agree to the T's and C's. The consent and copy of terms will then be emailed to their account linked email.

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

Notices are provided to Customers based on varying urgency and timing. See Clause 17.3

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

Customers are provided with an update to changes to terms and conditions, which they can accept or decline. If they decline, they are given the option to contact support@trustprovenance.com or terminate their account.

Customers can terminate the agreement and their account by logging into their account and profile and selecting 'terminate account', following which they will be provided with an option to download their data. See Clause 19.1

Customers are given 30 days to port or permanently delete their data, following which Trust Provenance will permanently delete their data.

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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

All Trust Provenance Customers can make contact with one of the team at: support@trustprovenance.com

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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

All TP software data is stored at Australian Data Centres and backups are all stored in Australian Data Centres.

Trust Provenance does not use VPN's.

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Fairness

Fair and equitable use of Farm Data.
Providers will:

Data Code Principles	2.1	2.2

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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

Yes TPalltrace meets this requirement.

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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

Yes TPalltrace meets this requirement.

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

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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

No third party solutions or hosting providers, nominated by the Provider (TPalltrace), can see or access private Farm Data.

A user can select another user on the platform to be Transaction Partners. This enables partners to see data about each other, that meets a certain permissioning levels. Data labelled as "Public" can be seen by any stakeholder (i.e. other platform users, or consumers scanning QR Codes on packet).
If two parties set each other as partners, they are able to see data about one another if that data is marked as "Restricted" or "Public".

A party can remove another party as a partner, thus removing their permission to see their data.

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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

Not Applicable. No other third parties, other than those nominated by the Farmer/Customer, have access to Farm Fata.

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Farmer Control

3.3

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

Meets the code? Yes

Provider's comment

The Customer can change or update data within the TP software directly or by contacting support.

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

If the Customer remains an active customer, TPalltrace will store the Customer data on a continual basis.

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

N/A: No data is de-identified

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

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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 Customer can receive a full copy of all data stored within their respective TP software account by sending a request to support@trustprovenance.com.

A full copy of all data will be provided within seven (7) days in a CSV file format and other supporting formats for images and PDF's.

See Clause 9.4

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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

Customers can contact support@trustprovenance.com to provide technical support. The porting of data is in CSV and PDF file formats.

Trust Provenance utilise the GS1 data standard and taxonomy, to allow for interoperability across systems and supply chain partners.

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/ Customers can delete their information once they cease using the Trust Provenance product. Trust Provenance will permanently delete the Farmer/Customer's data 30 days after the account is closed. See Clause 11.3.d (ii)

Contact support@trustprovenance.com and farm data, where possible, can be deleted or removed. However, data stored on Blockchain technologies cannot be deleted.

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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 TPalltrace meets this requirement.

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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

Yes TPalltrace meets this requirement.

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 TPalltrace meets this requirement.

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

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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

We undertake a number of steps, processes and procedures which are industry best practice, to protect at all times Farm data from unauthorised access, damage and or destruction.

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

As Trust Provenance leverages Blockchain technology, not all data can be deleted. However, data can be made private an inaccessible to other parties using the platform.

Data sensitivity is at the discretion of the Data Creator and as such they can permission what data is shared. We treat all data captured, as private and confidential. No data is de-identified or separately stored.

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 the event of a data breach, Trust Provenance will notify the Customer and if deemed required, the Office of the Australian Information Commissioner.

The Customer will be notified via the email account linked to their TP software account, within two (2) days.

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

Trust Provenance captures system wide data snapshots every hour. These snapshots are encrypted and stored across different geographical regions to ensure data integrity.

Trust Provenance can perform a "point in time" backup of data, this means we can nominate a time (to the second) for our databases to be restored to. We can nominate a point in time up to 14 days prior. See Clause 11.3.f

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

Staff and Sub-contractors are provided with a copy of the Trust Provenance T's and C's, which has a link and refence to the NFF Data Code.

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

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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 TPalltrace meets this requirement.

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

Details are outlined surrounding requirements to disclose by any applicable law or legally binding order of any court, government, semi-government authority, administrative or judicial body, or regulator. See Clause 7.5.

Disclaimer

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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.

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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.