

# Farm Data Code

## Summary Audit Report for Open Food Network Australia Software Platform



**Provider:** Open Food Network Australia

**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 (clause 4.1)

**Product details**, including prices, stock levels etc (Clause 4.1.1)

**Transactional and Enterprise Data** e.g. order and sales information, payment methods etc (clause 4.1.2)

Other data about the Farmer or their farm/business:

**Personal and business details** (name, contact phone, email address), social media details, business details (ABN etc), farm location.

**Content** - Descriptions / About Enterprise and Products, images etc (clause 4.0)

**Structured data** - Simple facts, rather than creative effort e.g. dates, or the type and number of products a farmer has listed. (clause 4.2)

**Indigenous Data and ICIP** - any information or cultural knowledge that is about, or may impact, Indigenous peoples at an individual or collective level (clause 4.3)

**Usage data** (i.e., general statistics about users, traffic patterns, and how users respond to various site features) to improve the quality of services we provide to you (Privacy policy, clause 3e)

**Why is this being done?**

Farm Data: Enables farmers to set up their own online shopfront, take/manage orders, and sell their products/produce through other 'food hubs'. Enable the farmer to generate reports and invoices from the software.

Other data about the Farmer or their farm/business: Enables Farm to be visible on the Open Food Network Map (can opt to be hidden). Enable existing and potential customers to contact the farmer directly, follow them on social media, learn about their business.

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

Unless we have your consent, Open Food Network will not rent or sell your personal information or any data collected through the Open Food Network website or services to anyone. We will only share your personal information or data to third parties that we engage in order to provide you with Open Food Network services, and tools to help with our internal workflows. Current third parties engaged are listed [here](#), and they may hold your personal information and data. Some data shared with these types of third parties is not de-identified. De-identified Structured Data pertaining to you or your activity may be used by us, or in research we deem of value to the sector. If/on rare occasions where we see value to the sector (e.g. advocacy), we may make structured data available for use by third parties under a Creative Commons licence (see clause 4.2). In this instance we would notify any Users and keep records.

**Is Farm Data being de-identified?**

We don't de-identify data on the Open Food Network software platform. The only time we might retain de-identified data, is when an Enterprise User's account has been deleted but sales data remains.

## Summary of terms

### How long is Farm Data stored for?

Both financial and non-financial farm data is de-identified / DELETED in an account within 30 days from a User's requested date of service termination. The only time we might retain de-identified data, is when an Enterprise User's account has been deleted but financial/sales data remains within another Enterprise User's account (i.e. record of sale in food hub), which cannot be completely removed.

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

Enterprise User data can be extracted by the account holder/Farmer from the Service via CSVs accessible from the [Reports tab](#) and via [the API](#).

### How can farmers get Farm Data deleted?

If you wish to terminate this Agreement, you may cease using the Service and delete your account by notifying us on [hello@openfoodnetwork.org.au](mailto:hello@openfoodnetwork.org.au). 30 days after deletion of your account, we will remove any Content and data you have provided and it may not be retrievable. *NB: Where you have conducted sales through another User's account, records of this will not be removed from their account, but will be disconnected from your identity and profile information. If this is complex we will discuss with you and the other user/s to ensure that both parties needs are fully understood and can be met to the best of our ability.*

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

Your Open Food Network data is stored in Australian data centres. Where we collaborate with other organisations, or use external service providers, data (including farm data) may be stored overseas. All data centres follow industry best practices including high security standards. See current third party database centre list [here](#).

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

Farmer: Farmers that sign up to the Open Food Network are able to join a community and collaborative network, and affordably sell through their own or other shopfronts where agreed.

Provider: Value is also created for the Open Food Network community by growing the number of farmers participating in open source, community and values based short supply chains that create more resilient future food systems.

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

Open Food Network has made every reasonable effort to ensure our services are secure and provide as accurate as possible information. We recognize that usage of Open Food Network services such as the Open Food Network Platform carries risks to you and your business, and may contain inaccuracies of content and security risks (clause 12).

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**

Open Food Network endeavours to uphold best practice farm data sovereignty.

Farmers are able to access our Terms of Service Agreement and Privacy Policy that details how we collect, store, share, use and protect their data when using the Open Food Network software platform.

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

During the registration/ account set up process there is a checkbox express consent of the Terms of Service agreement in order to continue.

Explanation of the farm data we collect and how it is shared is accessible via the Open Food Network Data Map (Attachment 3) in the Agreement.

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 provide a history of our Terms of Service that is publicly available.

We now also ensure there is a 14 day notice period before the updated Terms of Service come into effect.

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 will notify Enterprise Users of substantial changes to this Agreement with 14 days notice. We will again notify Users once changes come into effect, which will require active Enterprise Users to re-consent to this Agreement by accepting the updated Terms of Service Agreement within their Open Food Network account. Your continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

If an Enterprise User does not agree to the updated Terms, they can terminate the agreement by deleting their account and ceasing to use the Service (Clause 13)



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

Our Terms of Service Agreement clearly states a point of contact for any queries related to farm data - [hello@openfoodnetwork.org.au](mailto:hello@openfoodnetwork.org.au)

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**

Privacy Policy section 7.

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

The data in the Open Food Network can be used for product / service improvement.  
If/as data is to be used for development of specific additional services or value-creation beyond service improvement, we commit to exploring how best to share that value with users / data owners.

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

Open Food Network adheres to best practice farm data sovereignty. We will always seek clear, fully informed and express consent from Farmers to do with anything regarding their farm data that may sit outside of our Terms of Service Agreement.

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

We have an accessible list of current third parties that we use and share data with. Open Food Network internally reviews third parties prior to engaging their services however it is the responsibility of the User to make an assessment of external terms of service / privacy policy (Privacy Policy, section 5).

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

In addition to expressed consent from the User, if we identify a need to share your personal information and any other data with third parties, we will ensure that all third parties are internally reviewed to meet our ethics and security standards and that all data shared is de-identified (Privacy Policy, section 5).

We have an accessible list of current third parties that we use and share data with. Open Food Network internally reviews third parties prior to engaging their services however it is the responsibility of the User to make an assessment of external terms of service / privacy policy (Privacy Policy, section 5).



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

You may contact [hello@openfoodnetwork.org.au](mailto:hello@openfoodnetwork.org.au) to access the personal information and data we hold about you and to update and/or correct it, subject to certain exceptions e.g. where that data has been used to create sales in other people's shops / accounts, and where modifying it would have negative implications for other users (Privacy Policy, section 11).

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

We periodically assess and delete inactive Enterprise User accounts which may mean that data becomes deidentified. This only occurs if/as the account has not been accessed in more than 5 years and all efforts to contact the user of that owns that account have failed.

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

We do not currently provide de-identified data to any third parties (other than research\*) and will not do so without Farmer's clear, fully informed and express consent. Where data is de-identified using a matching code, the code matching information will be stored separately and internally behind a password only available to limited and required staff.

We do not re-identify data.

\*Open Food Network may use personal information and data in the platform database to find candidates to participate in our research projects. Participation requires a separate consent and any data collected is held on a separate database to the Open Food Network software platform.

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

Enterprise User Account holders can retrieve data via the Reports tab - this is in csv and excel file formats (Clause 4). Currently, product photos uploaded cannot be downloaded.

Some data is also available on our API in JSON and JSON LD formats, which is also continually developing / improving.

Farmers can use the API themselves, or our support team can assist Farmers with accessing data via API as a paid service.

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

API documentation available [here](#)

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?



No

### Provider's comment

Yes, to the extent possible. Constraints: where data has become part of a connected user account the data will be publically removed but may remain identifiable in the business records of another account (i.e. Hub knows that those sales were from Farmer X), and as stated third parties engaged to run our service may continue to store or hold data, once Open Food Network has deleted your Content and data from our system.

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

Open Food Network ensures that Farmers are able to port and/or delete Identifying Farm Data in the event of the software platform's insolvency.



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 are any changes to the legal jurisdiction or change of control of the Open Food Network organisation (i.e. through acquisition or merger), we will provide fair warning to Enterprise Users (Clause 15).

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

We may, at our sole discretion, discontinue providing the Service at any time, with or without notice. In this instance, we will provide Users with a copy of your data and Users must request if you want your data deleted (Clause 14).

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?



No

### Provider's comment

We take reasonable steps to protect your personal information and Content (including all data types) from misuse, loss, interference and from unauthorised access, modification or disclosure. We follow industry best practices to secure user data, limit access to relevant members of the Open Food Network team, and train those team members to ensure they understand the sensitive nature of user data. All Open Food Network employees agree to our Confidentiality & Intellectual Property guidelines as part of their employment contract. However, we cannot guarantee that data transmitted over the internet will always be secure. Though we strive to protect your personal information, we cannot ensure the security of any information you transmit while using Open Food Network services online (Privacy Policy, section 8).

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

Open Food Network handle all data as sensitive and has the same security and protocols around it. Enterprises have the choice to make certain data public though, like their address can appear in the profile. But that is marked as public data when you enter it.

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 cases of known impending risks (such as known dates of loss of services) we will make every effort to forewarn you as a user so you can take necessary precautions to mitigate the risk (e.g. to back-up your data).

In the unlikely instance of your data being breached, Open Food Network will notify you as soon as a data breach has been identified (Clause 12).

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

The Open Food Network application creates a backup file from its database every four hours and uploads it to an AWS S3 storage server in Sydney. These backups are thinned on a daily basis to keep only one file per week ongoing. OFN respond to any service interruptions within an hour but it may take 24 hours in some cases. Data loss is limited to 4 hours (backup frequency).

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

We follow industry best practices to secure user data, limit access to relevant members of the Open Food Network team, and train those team members to ensure they understand the sensitive nature of user data. All Open Food Network employees agree to our Confidentiality & Intellectual Property guidelines as part of their employment contract. (Privacy Policy, section 8)

All existing and any future staff onboarding including contractors/sub-contractors are required to read our Terms of Service / Privacy Policy along with the principles we adhere to: National Farmers' Federation Farm Data Code principles and the Maiam nayri Wingara Indigenous Data Sovereignty Definitions and Principles and the Research Data Alliance International Indigenous Data Sovereignty Interest Group's CARE Principles for Indigenous Data Governance.



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**

Unless we have your consent, Open Food Network will not rent or sell your personal information or any data collected through the Open Food Network website or services to anyone. We will only share your personal information or data to third parties that we engage in order to provide you with Open Food Network services, tools to help with our internal workflows, or in rare cases for research or purposes to aid the sector e.g. in advocacy.

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

If identifying Farm Data were required to be disclosed for legal reasons, or were accidentally disclosed, all impacted Users would be notified via email, including of our processes to manage any potential consequences.

# 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.