

## **STATEMENT**Declaration by a Data Handler

Version 1.1

| Organisation Name<br>("Data Handler")  |  |        |  |  |  |
|--|--|--------|--|--|--|
| I confirm I have the authority to commit my organisation to the responses given in this Statement, that they are to the best of my knowledge true, accurate and a fair reflection of the way we operate, and that I have read and agree to the terms of the certification licence agreement ("Licence") as published and updated from time to time on the Farm Data Principles website. I agree to this Statement being published in full on the Farm Data Principles website. |  |        |  |  |  |
| Name   |  | Signed |  |  |  |
|  |  |        |  |  |  |
| Position   |  |        |  |  |  |
| Date   |  |        |  |  |  |

## Note to organisations completing this statement:

- You can complete this Statement for the whole of your organisation or for a defined (clearly identifiable) scope of products and services. Please make this clear at the top of the document.
- The specific terms used in this Statement are defined in the Appendix below to help with your understanding.
- For each question, please answer Yes/No and provide a short explanation and, where appropriate, a link to any supporting evidence.
- Where the term "Agreement" is mentioned in a question, this refers to any legal agreement your organisation has with a Data Originator that is material to your compliance with the Principles (you may have more than one agreement) for the provision of your solution or services and the treatment of a Data Originator's data.
- Your questions will be marked by FDP's Operator as P=Passed, Pd=Pending or F=Fail. You cannot be certified where you have answered No to any question <u>unless</u> you confirm you are working towards being able to respond Yes within the next 12 months (please explain this) in which case your certification will be provisional.
- You must resolve Pending questions by annual renewal at the latest or certification will be rescinded. If resolved sooner, fully certified status can be awarded at that point.



| a) The w | of our application for certification is (delete/complete as appropriately hole of our organisation cific scope of products/services listed here: | te):          |
|----------|--|---------------|
|          |  | Admin<br>mark |
| 1. PRINC | IPLE ONE: Your data is your data   |               |
|          | f data do you collect and process from the Data Originator? [Your list nmensurate with definition of Farm Data in Appendix 1 below]              |               |
|          |  |               |
| a.       | Does your Agreement confirm that the Data Originator maintains the right to the control and ownership of their data? Yes/No                      |               |
|          |  |               |
| b.       | Does your Agreement:  i. Allow the Data Originator to access, edit, delete, migrate or repatriate their data? Yes/No                             |               |
|          |  |               |



| ii.   | Provide this as part of your services without additional charge or at not more than reasonable cost? Yes/No   |  |
|---|---|--|
|   |   |  |
|   | vour Agreement confirm:   |  |
| i.  | That you do not access or store the Data Originator's data except for the provision of the solution services they have requested or agreed to? Yes/No |  |
|   |   |  |
| ii.   | That you only collect and store data that is needed for the provision of your solution or services Yes/No   |  |
|   |   |  |
| d. Do you   | 1:  |  |
| i.  | Make clear what other parties are involved processing a Data Originator's data, and why? Yes/No   |  |
|   |   |  |
| ii.   | Ensure those parties adopt sufficient measures to enable their processing to be consistent with your answers to this questionnaire? Yes/No            |  |
|   |   |  |
|   |   |  |
|   |   |  |
| 2. PRINCIPLE TWO: Our organisation is clear about the value or benefits of data |   |  |
|   | u explain what Data Originator's raw data you use and how<br>ill use it? Yes/No   |  |



| b.        |                | are generating value or benefit from aggregating, combining, nymising the Data Originator's data, do you:  Confirm that you do not share or sell products or services based on a Data Originator's data without their permission?  Yes/No/Not-applicable |  |
|-----------|----------------|--|--|
|           |                |  |  |
|           | ii.            | Explain, in broad terms, the purpose, what the value generated is, and what the benefits are to stakeholders? Yes/No/Not-applicable  |  |
|           |                |  |  |
|           |                |  |  |
| 3. PRINCI | PLE TH         | REE: Our organisation keeps your data safe   |  |
| a.        | applica        | adopt any data security standards for your activities, and if able provide evidence of formal certification (e.g. 01)? Yes/No  |  |
|           |                |  |  |
| b.        | In the oplace: | event of a data breach do you have documented processes in  To mitigate any negative impacts of such a breach? Yes/No  |  |
|           |                |  |  |
|           | ii.            | To notify a Data Originator of the breach and confirm the steps being taken to resolve it? Yes/No  |  |
|           |                |  |  |



| C.       | Does your Agreement have provision for making available the way in which you handle personally identifiable data and comply with relevant data protection legislation through a privacy notice, or equivalent? Yes/No |  |
|----------|---|--|
| 4. PRINC | IPLE FOUR: Our organisation makes data easy   |  |
| a.       | Do you support data sharing between your own and third-party systems where it is desirable to do so and use best practice therebetween? Yes/No  |  |
| b.       | Do you offer support to your users on the use of your solution or services so they can understand how their data is being used? Yes/No  |  |
| C.       | Do you respond to requests, questions, or complaints from Data Originators? Yes/No  |  |
|          |   |  |



## **APPENDIX 1**

## **DEFINITIONS**

- 1. **Aggregated Data** data which has been combined from a number of sources usually with the intention of adding value or creating insights
- 2. **Anonymised Data** data which has been edited so as to remove any personally identifiable information
- 3. **Certification Licence Agreement** the legal contract between FDP and a certified organisation setting out the terms and conditions under which certified status is conferred covering, inter alia, liability, the use of the logo, fees, and the complaints procedure
- 4. **Complaints and Disputes Committee** A sub-committee comprising no fewer than three members of FDP and that adjudicates over complaints or matters in dispute
- 5. **Data Breach** a security violation, in which data is copied, transmitted, viewed, altered or used by a party unauthorised to do so
- 6. **Data Handler** the organisation wishing to gain access to a Data Originator's data and/or the provider of digital solutions that store a Data Originator's data. For example, a software provider; a retailer, food processor or other actor in the supply chain; a consultancy using farm data for benchmarking
- 7. **Data Migration** the process of moving data from one storage system to another
- 8. **Data Originator** the business or enterprise to which the data relates and which has (more often than not) been captured by a Data Handler. Most commonly (but not exclusively) this would be a farm(er)
- 9. **Data Processing** the collection and translation of data, usually into a form of usable information
- 10. **Farm Data** includes data relating to, or collected from, the business of a farmer, farm operation or its outputs including cropping and soils, livestock, land use and environment, telematics, IoT, farm management, climate and weather
- 11. **Full Certification** The status conferred on an organisation where every question in its Data Handler's Statement has been marked "Yes" by the Operator
- 12. **Personal Data** information relating to an identifiable person or individual (known as a "data subject" in UK law)
- 13. **Provisional Certification** the status conferred on an organisation which has one or more questions on its Data Handler's Statement that are marked "Pending" by the Operator and which will be rectified within 12 months
- 14. **Raw Data** original data which has not gone through any editing, aggregation, anonymisation or other form of transformation



15. **Security Standards** - measures (formal or informal) that would be generally recognised by the information technology industry as appropriate for the secure storage, processing and transmission of data