

# TERMS AND CONDITIONS

## FOR THE COLLECTION AND UTILISATION OF GLOBAL FARM METRIC RESEARCH TOOL DATA WITHIN THE SUSTAINABLE FOOD TRUST AND MONMOUTHSHIRE COUNTY COUNCIL

The purpose of this agreement is to articulate to participants the duty of confidentiality and data protection arrangements the Sustainable Food Trust and Monmouthshire County Council has in place for participants of the pilot (Space for Growth).

The Sustainable Food Trust (“SFT”) is a registered charity in England and Wales (charity no. 1148645) and a limited company under Companies House registration number 7577102 with a registered office at 38 Richmond Street, Totterdown, Bristol, BS3 4TQ. SFT is the ‘Data Controller’ (“the Controller”).

Monmouthshire County Council (“MCC”) is a Local Government Local Authority incorporated in Wales and having its registered office at County Hall, Yr Rhadyr, Usk, Monmouthshire NP15 1GA

SFT and MCC are working to develop the Global Farm Metric (GFM) framework and tool. This agreement covers the processing of data from participant participating farm. Where the term ‘farm’ is used within this agreement, it also covers data collected from participant farms if there is more than one farm in the participant group. This agreement also outlines our operating standards in Schedule 1 – including data usage which details the purpose of the pilot.

SFT is bound by this agreement to process to personal data in accordance with all applicable laws, including the UK and EU General Data Protection Regulations (GDPR), and the Data Protection Act 2018 (DPA 2018). SFT will process all other data in accordance with our common law obligations in respect of confidentiality. This level of compliance is required by all those who process personal data on our behalf.

### Data in scope

By taking part in the GFM Tool pilot with the SFT and MCC, farms will be asked to provide the following information and details relating to farming assets:

- Name and contact details.
- Cropping areas and livestock numbers;
- Productivity metrics such as sales volumes and prices, income and costs;
- Soil management practices;
- Water management practices including irrigation, flooding and quality measures;
- Energy and resource use including fuel use and waste management;
- Nutrient Management;
- Livestock management including grazing, housing, feeding and animal health;
- Plant and crop health;
- Biodiversity;
- Social capital such as community engagement and public access; and
- Human capital including employment, workforce skills, health, and wellbeing.
- Their views and perspectives on sustainability, on the pilot assessment process and on the uses and consequences of the assessment

This information will be deemed “Confidential Information” and as a result SFT and MCC are duty bound to keep this information confidential and seek your consent to process this data. The SFT will ensure that all data supplied in the project is anonymised within the findings, but the duty of confidentiality still is maintained during this period.

### 1. Definitions

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In this Agreement, unless the context otherwise requires, ‘**Confidential Information**’ includes but is not limited to:

- a) Any information relating to the trading position, business, products, services, affairs and finances of the farm or farms including (but not limited to) marketing information and plans, natural persons, activities, market opportunities, product lists, the farm's financial information, results and forecasts, manpower or expansion plans, the remuneration and benefits paid to the farms' consultants and officers, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, the terms of business with them and the fees and commissions charged to or by them, information relating to prospects and tenders contemplated, offered or undertaken by the farm and any other matters connected with the products or services manufactured, marketed, provided or obtained by the f Farm;
- b) Technical data and know-how relating to the business of the farm or any of its suppliers, agents, consultants, distributors, clients or customers including (but not limited to) product designs and specifications, product lists, ideas, inventions, drawings and plans, research and development, manufacturing processes, techniques, formulae, trade secrets, computer systems and software, costs, margins, prices, production and business methods, business plans and forecasts and any other technical matters connected with the products or services manufactured, marketed, provided or obtained by the farm;
- c) Any incident or investigation relating to the farm' operations or business, or confidential reports or research commissioned by or provided to the farm; and
- d) Any document or item marked as confidential or which you tell us is confidential and any information that is given to the farm in confidence by suppliers, agents, consultants, distributors, clients, customers, or other persons.

## Other definitions

**Anonymised:** Anonymisation is a data processing technique that removes or modifies personally identifiable information; it results in anonymised data that cannot be associated with any one individual.

**Common Law Duty of Confidentiality:** The common law of confidentiality is a broad principle of law that a person or body in this case SFT and MCC who receives information from another party in confidence cannot share that information without obtaining their consent.

**Data Controller:** Data Controllers, in this case SFT, is the main decision-makers on how the data is used. They exercise overall control over the purposes and means of the processing of personal data. This pilot is in conjunction with MCC and as such will be sharing the data with MCC for the purposes outlined in schedule 1.

**Data Protection Laws:** means all applicable data protection laws and regulation in the jurisdiction where The Controlling Client is located, including (i) the Data Protection Act 2018 & UK-GDPR, (ii) the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("General Data Protection Regulation"), and (iii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications).

**Personal Data:** The term "Personal Data" means any information relating to that identifies living persons, or through which they can be identified, directly or indirectly. In particular, by reference to an identifier such as a name, an identification number, location data, or an online identifier or to one or more factors specific to your physical, physiological, genetic, mental, economic, cultural or social identity.

**Processing:** processing means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

## 2. Obligation of confidentiality

The SFT and MCC agree to treat as confidential all information supplied by or on behalf of the farm in connection with the farms' business and all other confidential aspects of the business as defined in 'Confidential Information' above.

This restriction will continue to apply after the termination of the GFM project or the cessation of the GFM's existence as a tool, whichever is sooner.

### **3. Exclusions**

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This obligation of confidentiality does not apply to:

- Any information received from a third party who was legally free at the time of disclosure to disclose it; or
- Any information already in the public domain, otherwise than as a result of direct or indirect disclosure by either party in breach of the terms of this agreement.

### **4. Duties of the SFT and MCC**

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The SFT and MCC, **shall not, without the prior consent** of the farm, permit any of the Confidential Information:

- To be disclosed, divulged, or communicated, whether directly or indirectly, to any third party (including to any other consultant or farm), except to those authorised by the farm to know or as required by law;
- To be copied or reproduced in any form or to be commercially exploited in any way;
- To be used for purposes other than those outlined in schedule 1;
- To be used or published by any other person;
- To be transferred to SFT's own personal e-mail account, regardless of the proposed reasons for doing so; and
- To pass outside SFT's or MCC control.

SFT will keep a record of Confidential Information received and of the people holding that information and will make that available to the farm on request.

## Schedule 1

Sustainable Food Trust (“SFT”) and Monmouthshire County Council (“MCC”) agree to the following Confidentiality Operating Standards when processing data on behalf the farm.

### **1. Data usage:**

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- a) The data will not be used for any purpose other than for the following activity:
  - i. SFT will use the non-anonymised farmer feedback and farm activity data to inform the development of an international framework and a tool for monitoring sustainability impacts;
  - ii. SFT will use anonymised farm data for the creation of benchmarking data sets - to allow for comparison and insights;
  - iii. MCC will use anonymised farm level data to enable MCC to positively influence future food development and support for food producers in the future
- b) No material will be published in such a way that data or information relating to any particular land, business or person can be inferred from it, unless the data user is required to disclose that information pursuant to a statutory, legal or parliamentary obligation; and
- c) Any unlawful disclosure of information could be a criminal offence or a breach of statutory confidentiality obligations and any person committing such offence is liable to prosecution.

Disclosure would include, but is not limited to:

- i. Statistical data or tables which show information relating to fewer than five individuals, farm holdings or businesses, or tables from which such information can be deduced;
- ii. Narrative statements which include information about an individual, farm holding or business whether directly identifiable or not;
- iii. Maps and graphic information for publication must not allow identification of any single holding, or information relating to a single holding or to small groups of less than three (3) holdings. Where information from different data sources is brought together, increased risks of identification of individual holdings must be properly managed and mitigated; and
- iv. Any other information not in the public domain and obtained as part of the work obtain from the farm or associated farms.

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### **2. Data access:**

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- a) Access to data will be limited to those persons requiring such access for the purposes specified in ‘Data Usage’;
- b) A secured data handling arrangement is in place and must be followed. The SFT will receive the data directly from the trial participants as Excel and/or .json files via email. The data will be held internally on secure systems in encrypted folders that are password protected. Password(s) for accessing individual folders will be kept in a separate location in a password protected folder held by the SFT admin lead;
- c) SFT shall keep and updated list of those personnel who have been permitted access to the provided data and records of access including timestamped; and
- d) If the data is transferred to SFT contractors who do not have access to internal systems, the files will be sent as password protected files via file sharing system such as WE TRANSFER. The password will be sent via a different method e.g. text. As soon as the data has been used for the purposes specified in ‘data usage’ the contractor will destroy the file through secure destruction, overwriting, ICT erasure of degaussing for re-use.

The data will be stored in encrypted password protected files transferred to MCC via the secure file sharing system WE TRANSFER and held internally on secure MCC systems.

### **3. Data handling:**

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- a) SFT and MCC are reminded of the legal obligation to comply the UK- GDPR, EU- GDPR and the Data Protection Act 2018 which requires that personal data are kept secure. Compliance would include, as a minimum, the following:
  - i. Ensuring the reliability of those entrusted to use the data;
  - ii. All information requests from third parties or data incidents reported within 24 hours of becoming aware;
  - iii. Having a level of security that protects against unauthorised or unlawful use, accidental loss, destruction, or damage of the information, in accordance with schedule 1;
  - iv. The guaranteeing of organisational and security measures governing the use of the information; and
  - v. The self-certification of compliance to this agreement and compliance to the standards outlined in this agreement for the duration of the SFT and MCC pilot.

### **4. Data transmission:**

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- a) Farm level data sent electronically must be encrypted and password protected at all times. Passwords must be communicated via a different method to that used for the data (e.g., if email then phone call or text); and

### **5. Data Storage:**

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- a) Non- anonymised individual farm datasets will be stored as encrypted password protected Excel files within a project folder held on SFT's Microsoft OneDrive;
- b) Electronic systems and hard copies of data will be stored in a secure building and/or a locked cabinet and destroyed either on the farm's withdrawal from the GFM, or the cessation of the GFM's existence as a tool. When data is held on Personal Computers / Laptops on secure premises, password policies must be in place that ensure only those requiring such access for the purposes specified in section 1 can access the data;
- c) All access to stand-alone machines must be protected by username and password;
- d) SFT must avoid transferring data onto removable media (including laptops, removable discs, memory sticks, etc). If the data is to be used outside the organisation's secure premises all media must be fully encrypted;
- e) In the event of any unauthorised access or theft of personal data, the SFT will immediately notify the farm and perform all actions as SFT considers reasonably necessary to remedy or mitigate the effects of the data breach. The parties will coordinate and cooperate in good faith on developing the content of any related public statements or any required notices; and
- f) MCC will hold data internally on secure systems

### **6. Data destruction:**

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- a) Destruction of all individual farm-level data either on the farm's withdrawal from the GFM, or the cessation of the GFM's existence as a tool;
- b) Paper records containing protected personal and other sensitive data should be disposed in secure sacks and destroyed by incineration, pulping, or shredding so that reconstruction is unlikely;
- c) Disposal of electronic media that have been used for protected personal and other sensitive data is through secure destruction, overwriting, ICT or erasure; and

d) MCC will retain the data in line with these terms and conditions.

## **7. Use of software and data:**

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- a) The GFM research tool (the software) will be used to collect farm-level data. The software was developed by the team at the Sustainable Food Trust and is provided under the terms of a Creative Commons Attribution-Non-commercial 4.0 International (CC BY-NC 4.0) license agreement;
- b) The software may not be used for commercial purposes by any recipient and no direct charge for use/access of/to the software must be made in any circumstance;
- c) The software is provided at no cost;
- d) The recipient agrees to acknowledge the source of the software in any publications reporting the use of it as specified under the terms of the CC BY-NC 4.0 license; and
- e) Responsibility for the re-use of the individual farm level data rests with the user. No liability shall lie with the SFT or MCC in respect of any use of the software, its operation, or its results.