



DINZ Digital Identity Services Trust Framework Working Group

TERMS OF REFERENCE

Terms of Reference for a cross-industry Working Group established by DINZ to facilitate and communicate member and industry community interests and feedback on the DISTF Legislation and subsequent operations

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1. BACKGROUND

Digital Identity New Zealand (DINZ) is a purpose driven, inclusive, not-for-profit membership funded organisation, whose members have a shared passion for the opportunities that digital identity can offer. DINZ supports a sustainable, inclusive and trustworthy digital future for all New Zealanders.

DINZ is committed to being tiriti honouring by giving mana to Te Tiriti o Waitangi and being an effective treaty partner with Tāngata Whenua. Te Tiriti o Waitangi and He Whakaputanga are the founding documents for Aotearoa. Te Tiriti o Waitangi asserts to have equitable partnerships (Ōritetanga) between Māori and Non-Māori as well as empowering Māori to have Rangatiratanga. Both Māori and Non-Māori world views of identity should inform our intent and mahi in DINZ therefore we will seek to empower Māori to have Kāwantanga (Governance) and Rangatiratanga (Self Determination).

Digital Identity is now an established priority for the New Zealand Government through the development of the Digital Identity Services Trust Framework Bill (DISTF) - which is anticipated to provide an accessible and effective digital identity ecosystem that will unlock a range of opportunities across all parts of society. This is a fantastic opportunity for DINZ to leverage its existing position and relationships as a community collaborator partner to provide a qualitative medium for community members to coherently communicate their interests and feedback that could potentially invigorate the DISTF ecosystem development.

The establishment of a workgroup was unanimously decided at the DINZ Executive Council Meeting on Thursday, October 28th, 2021.

The Digital Identity Services Trust Framework DINZ Working Group is covered by this Terms of Reference. In working within a Working Group, the members of a Working Group (“Members”) agree the work carried out will be on the basis of these Terms of Reference.

2. PURPOSE AND OBJECTIVES

The purpose of the working group is to develop ongoing submissions and DINZ positions on the DISTF Bill, subsequent legislation, regulation as well as the Trust Framework Rules and its associated processes and operation. DINZ’s proffered submissions and positions will be in the best interests of DINZ as per our vision and mission and will be informed by qualitative member input.

The group has been formulated specifically to address the following **Key Issues** reflecting the position of the majority and where it makes sense to do so, note contrary positions

- review, comment and reach consensus on submissions to the DISTF Bill
- develop commentary on the Trust Framework Rules and their subsequent operationalisation
- effectively communicate industry/market concerns and their distinct ideas;

- support inclusion, diversity and equity in creation, adoption and implementation of the Bill

3. SCOPE

The specific **scope** of this work is:

- to conduct a robust engagement process with the DINZ membership community
- curating submissions and subsequent elucidation and clarification to the Select Committee on aspects of the DISTF Bill and its downstream legislation, regulation
- curating commentary and feedback on the DISTF Rules' development and subsequent operation, including conformity assessment and accreditation/certification processes, models, and costs

The following is considered **out of scope**:

- development of professional qualification or certification of individuals operating in the field of digital identity services
- commentary and feedback relating to the nature and quality any particular digital identity service
- specific positions or interests of individual members or groups of members

With the exception of those issues listed as outside the scope of this Working Group, the group may consider all other relevant factors that arise that are within the scope identified above, however should focus primarily on the Key Issues identified in Section 2 above.

4. DELIVERABLES

The group will report back to DINZ Membership regularly as required on the Working group's progress and involvement in the legislative and operations processes.

The Co-Chair/s of the Working Group (the "**Working Group Co-Chair/s**") is responsible for these reports and all deliverables outlined below. The Working Group Chair/s will attempt to reflect summary views expressed by the Working Group Members and report a majority resolution with objections (with rationale) upon request.

In addition, the Working Group agrees to provide the following deliverables on (or before) the dates indicated:

Trust Framework Rules Activities & Timelines

5 - 10 Nov 21: DINZ DISTF Working Group review & summarisation

11 Nov 21: DINZ Executive Council consultation & approval

15 Nov 21: DINZ submission to the Trust Framework Rules feedback process

DISTF Bill Submission Activities & Timelines

8 - 19 Nov 21: DINZ Membership response period for their submission to the DISTF WG

22 - 26 Nov 21: DINZ DISTF Working Group review and summarisation

28 Nov 21: NZTech Select Committee Submission review process

30 Nov 21: DINZ Executive Council approval

01 Dec 21: NZTech Select Committee Submission process completeness

02 December 21: DINZ Submission to the DISTF Parliamentary Select Committee

(together, the “**Deliverables**”).

As the work progresses it may not be possible to deliver to this schedule. In this case the Working Group Chair should report progress and seek advice from the overall NZTech Alliance and DINZ. DINZ may choose to extend the schedule or limit the scope further to enable the schedule to be met.

5. ONGOING DOCUMENTATION

Meetings of the Working Group should record attendance, notes summarising discussion and agreed actions. This documentation should be retained by the Working Group Co-Chairs or a delegated Member and provided to DINZ upon termination of the Working Group.

These minutes and other documentation will be available to the DINZ as necessary.

6. COMPOSITION OF WORKING GROUP

The working group's composition may change over time depending on the tenure of the executive council members.

The Working Group will be Co-Chaired by:

- Colin Wallis, Executive Director
- Sat Mandri, Co-Chair DINZ and Executive Council Member

The Working Group will be comprised of the following initial members of the Executive Council:

- Karen Ngan - Simpson Grierson
- Russell Craig - Microsoft
- Graeme Dixon-Hall - Air New Zealand
- Jody Allen - ANZ
- Jane Retimana - PaymentsNZ
- Janelle Riki-Waaka - Core-Ed
- John Evans - TSB

The Working Group may co-opt additional Members to the Working Group at any time to complete the objectives allocated above, however should be mindful of ensuring the group's size does not become unwieldy.

Any Member may resign from the Working Group at any time.

The Secretariat shall keep a register of Working Group members up to date to reflect movements into and out of the Working Group.

7. DELEGATIONS

The Working Group Chair has delegated responsibility for all actions outlined in this document, on behalf of DINZ.

This document replaces any implied or explicit delegation made to the Working Group prior to this document. Any future delegation from the DINZ shall be made in writing as an addendum to this document.

8. RESOURCES

The Working Group Chair can liaise with the Secretariat of the NZTech Alliance and DINZ to help access resources from DINZ members in order to enable the efficient functioning of the Working Group, such as:

- teleconference Facilities (although the Working Group should consider utilising Zoom or other available free services where possible);
- secretariat Services, such as meeting organisation, minute taking and general administration;
- meeting rooms or other resources as may be required from time to time.

9. COMPETITION

Members acknowledge that the business and affairs of a Working Group are not intended to interfere (and should not give the impression of interfering) with competition in the market.

Members agree that they will not discuss as part of their role as a Member:

- current or proposed pricing of goods or services offered in the market by the Members of the Working Group (or their respective employers);
- matters that relate to any Member's, or its employer's, competitive strategy in the market; and
- commercial tendering opportunities for which Members, or their employers, are likely to compete.

Members should not as part of their role as a Member reach a formal or informal agreement, arrangement or understanding about;

- prices, discounts, surcharges, benefits or concessions;
- profits or profit margins;
- allocation or termination of customers;
- distribution practices or outputs (including production volumes);
- market allocation or sales territories;
- marketing channels; and
- upcoming tenders, bids or intentions to bid for contracts.

Members should not exchange or disclose competitively or commercially significant information as part of their role as a Member. To this end Members should:

- disclose only the minimum information necessary to contribute effectively to the objectives of the Working Group and DINZ;
- not disclose sensitive information of a strategic nature relating to customers, prices, costs, products, market trends or roll-outs;
- not discuss competitors or customers of the Members or the effect, if any, a particular initiative might have on those competitors' or customers' business in the future.

10. INTELLECTUAL PROPERTY

By joining a Working Group, it is understood that the product of any work by a Member as part of their efforts on or for a Working Group will be the property of DINZ. This includes any registered or unregistered intellectual property (whether a patent, copyright work, design right, trade secret or otherwise, wherever in the world) and any analogous rights worldwide ("Intellectual Property").

All Members agree to the irrevocable and unconditional waiver of all rights in any work, including any Intellectual Property, deriving from their effort on or for a Working Group. This includes any moral rights in relation to the work.

11. CONFIDENTIALITY

All Members agree not to use or disclose to anyone information that is marked or it is reasonable to expect is confidential which is received as part of their role as a Member, except to the extent necessary to carry out their role or where:

- disclosure is required by law or by the listing requirements of any relevant stock exchange;
- disclosure is necessary to obtain the benefit of, or to carry out an obligation required by, membership of a Working Group but for no other purpose whatsoever;
- that information is or becomes available in the public domain without breach of the confidentiality obligations under this clause 11 or at law; or
- DINZ otherwise agrees in writing to such disclosure.

This duty of confidence will continue to apply after the Member ceases in their role as a Member.

12. MEDIA COMMENT

Media comments *on behalf of* DINZ or its working groups should be made by the current Working Group Co-Chairs or Executive Director of DINZ, unless another arrangement is entered into in writing.

When Members are commenting on matters in relation to the Working Group or DINZ, they should be clear that they are not speaking on behalf of the Working Group or DINZ.

This section in no way limits any Member or DINZ member making public comment in their individual or organisational role, only as a representative of the Working Group.

13. REPRESENTATION

Nothing within this document shall imply that any Member may present themselves as a representative of NZTech Alliance and DINZ in any way other than as a Member of this Working Group, or as explicitly provided in this document.

14. CONDUCT

All Members will operate in the best interests of the NZTech Alliance and DINZ at all times.

15. CONFLICT OF INTEREST

All Members agree to abide by the following:

A register of any potential conflict of interest should be maintained by the Working Group Co-Chairs to ensure transparency by identifying Members' other roles and responsibilities

within organisations that have a mandate that could (or maybe perceived to) align, overlap or conflict with the function of the Working Group.

When Members believe they have a conflict of interest on a subject that will prevent them from reaching an impartial decision or undertaking an activity consistent with the function of the Working Group, the Member must declare a conflict of interest and withdraw themselves from the discussion and/or activity. The Working Group will then decide what part the Member may take in any relevant discussion.

Members accept that failure to declare a conflict of interest will result in their immediate removal from the Working Group.

16. SAFETY OF MEMBERS

All Members will receive equal treatment regardless of their age, gender, race, sexual orientation or identity, or any other factor and will always be afforded the opportunity to speak without fear of ridicule or retribution.

Any Member who feels bullied or intimidated whilst carrying out their tasks may speak with either the Working Group Co-Chairs or the Chair of DINZ. If, in the view of the Working Group Co-Chairs or the Chair of DINZ, a Member has acted inappropriately, that Member may be suspended from the Working Group.

17. DISESTABLISHMENT OF THE WORKING GROUP

The Working Group will be disestablished once the Deliverables have been completed, or at any other time determined by the DINZ Executive Council.

18. AGREEMENT

These Terms of Reference will be made available to all Members.

By participating in this group all Members agree to these provisions. If a Member does not agree with any provision in these Terms of Reference they should raise it with the Working Group Co-Chairs, who may then raise it with the DINZ Chair.

A Member will ensure that their employer understands that it is a condition of a Member's engagement in a Working Group that the Member is bound by these terms. The Member will ensure that their employer agrees to these terms.