→ NAIT

NAIT STANDARD
ACCREDITATION OF THIRD-PARTY SOFTWARE

OSPRI

1 INTRODUCTION

PURPOSE

1.1 The purpose of this Standard is to improve data confidentiality, availability, and integrity in the NAIT information system through regulating its inputs and outputs. Ultimately NAIT data accuracy supports improved biosecurity responses.

1.2 The objective of this Standard is to set the accreditation and other requirements for third-party software that connects to the National Animal Identification and Tracing (NAIT) information system, and for the accreditees of that software.

1.3 This Standard specifies:

    1.3.1 the definitions of third-party software and third-party software accreditees

    1.3.2 the requirements that must be met by third-party software, including the requirement to be accredited

    1.3.3 the requirements that must be met by third-party software accreditees, and

    1.3.4 the processes for dealing with non-compliance and disputes arising under this Standard.

APPLICATION

1.4 This Standard applies to any third-party software that connects to the NAIT information system, and to the accreditees of such software.

1.5 This Standard applies regardless of other NAIT standards. Entities that have a particular status under any other NAIT standard must also comply with this Standard if they fit the definitions in clause 2.

1.6 Regardless of the roles and responsibilities set out in this Standard, or in any contract, a person in charge of animals (PICA) retains ultimate responsibility for complying with their obligations under the National Animal Identification and Tracing Act 2012 (the NAIT Act).

THE NAIT SCHEME

1.7 The NAIT scheme is mandatory and is used to identify and trace specified farmed livestock in New Zealand.

1.8 The NAIT organisation is the organisation designated to implement the NAIT scheme under section 8 of the NAIT Act.

ABOUT THIS STANDARD

1.9 This Standard is made under section 12(1) of the NAIT Act. Under section 12, the Minister responsible for the NAIT Act can issue standards in relation to the performance of a function, duty, or exercise of a power under the Act or any regulations made under the Act.

1.10 This Standard is effective from 28 days after its date of notification in the *Gazette*.

1.11 The Standard may be updated as required by the Minister responsible for the NAIT Act.

1.12 The NAIT organisation:

    1.12.1 may contract out parts of this Standard including those that relate to the provision of information and training, and the audit and assessment of, third-party software and software accreditees, but remains responsible and accountable for the performance of these; and

1.12.2   may not contract out the administration of this Standard or the compliance and enforcement functions specified in clause 9 of this Standard unless the compliance and enforcement functions relate to the provision of information and training.

PROVISIONS IN OTHER NAIT STANDARDS

1.13   Where a clause in this Standard conflicts with the NAIT Act or a NAIT regulation, the terms of the other instrument prevail.   Where a clause in this Standard conflicts with another NAIT Standard, the terms of this Standard prevail.

2   DEFINITIONS

2.1   Terms that are defined by the NAIT Act have the same definition in this Standard as in that Act. This includes the terms 'NAIT information system' and 'PICA' (Person In Charge of Animals).

DEFINITION OF THIRD-PARTY SOFTWARE

2.2   In this Standard, 'third-party software' means software that connects to the NAIT information system by way of a common systems interface or application programming interface. It includes software that does not store NAIT data.

2.2.1 In this Standard, 'connects' includes accessing, linking with, transferring to, and extracting.

2.2.2 In this Standard, 'common systems interface' means an internet interface, mobile application, or other computer system that enables third-party software that handles NAIT core or non-core data and links into and accesses the NAIT information system.

2.3   In this Standard, 'third-party software' excludes any:

2.3.1 software that forms a part of the NAIT information system

2.3.2 software that connects to the NAIT information system and is mainly owned or operated by:

2.3.2.1   the NAIT organisation, or

2.3.2.2   a closely-associated entity of the NAIT organisation (such as its parent company or another wholly owned subsidiary of its parent company)

2.3.3 a user interface that the NAIT organisation provides for the NAIT information system, or

2.3.4 uploaded files that the NAIT information system is designed to accept.

2.4   The NAIT organisation has the discretion to deem, where there is a dispute or lack of clarity:

2.4.1 the scope of any third-party software (for example, whether it includes a piece of middleware or multiple pieces of related software), or

2.4.2 whether separate variations of a piece of software may be required to be accredited separately. This would include (but is not limited to) where the variations have different user bases, architectures, database structures, coding languages, and development practises / methodologies.

2.5   When exercising the discretion in clause 2.4, the NAIT organisation must consult the software accreditee and any persons or representatives of persons substantially affected by the exercise of the discretion.

DEFINITION OF SOFTWARE ACCREDITEE

2.6   In this Standard, a 'software accreditee' is the entity (natural person or body corporate) that most substantially fulfils all or most the following criteria:

>   2.6.1 is responsible for the day-to-day support of the software

>   2.6.2 is responsible for undertaking major changes to the software

>   2.6.3 is responsible for and/or possesses software documentation

>   2.6.4 is responsible for governance over the software, and

>   2.6.5 has knowledge of the New Zealand environment and the traceability system.

2.7   NAIT officers and NAIT authorised persons have the discretion to deem, in consultation with affected parties, where there is a lack of clarity or a dispute,

>   2.7.1 who should be a software accreditee

>   2.7.2 where many parties could be a software accreditee and:

>>   2.7.2.1   which one of the parties should be the software accreditee, or

>>   2.7.2.2   whether multiple entities should jointly be the software accreditee. In this situation, all software owners will be jointly responsible for complying with this Standard.

2.8   In exercising the discretion in clause 2.7, the NAIT officer or NAIT authorised person must:

>   2.8.1 consider the criteria in clause 2.6, and consider whether the entity or class of entity has the authority and ability to carry out the obligations arising under this Standard, and

>   2.8.2 consult with affected entities, the software accreditee, and any organisation that operates the software.

2.9   Where a NAIT officer or NAIT authorised person deems that an entity should be a software accreditee, they must:

>   2.9.1 give notice of their decision in writing to the entity, and

>   2.9.2 advise the entity of the compliance activity that may result from breaches of this Standard.

3   REQUIREMENT TO ACCREDIT

3.1   Any third-party software that connects to the NAIT information system must be accredited in accordance with this Standard.

3.2   The requirement to accredit applies regardless of an entity's status under the NAIT Act and/or any other NAIT regulations or standards. Entities that have a particular status under any other NAIT regulation or Standard must still accredit third-party software under this Standard if this Standard applies to them.

RESPONSIBILITY TO APPLY FOR ACCREDITATION

3.3   The software accreditee must apply to the NAIT organisation to accredit the third-party software.

3.4   Any entity applying to accredit third-party software must:

>   3.4.1   be a legal entity (including a natural person or a body corporate)

3.4.2 be doing business in New Zealand

3.4.3 meet all accreditation criteria in clause 7 of this Standard

3.4.4 nominate and provide the contact details for a person who will act as the applicant's primary contact, once the software is accredited, and

3.4.5 provide all the information required, including any supplementary information requested, to the NAIT organisation, to enable it to assess the application.

3.5 Where the criteria in clause 3.4 are not met, the NAIT organisation may decline the application.

FAILURE TO SEEK OR OBTAIN ACCREDITATION

3.6 Failure to seek accreditation for third-party software, when this is required under clause 3.1, is a breach of this Standard.

3.7 Software that is not accredited is not permitted to connect to the NAIT information system.

4 APPLICATION FORM AND ASSESSMENT

4.1 An application to accredit third-party software must be made on the appropriate form provided by the NAIT organisation.

4.2 A non-refundable fee is payable with each application for accreditation. This will be based on the total number of hours spent processing the application. Cost recovery fees may be charged for time taken to process applications in adherence to clause 4.4.

4.3 After the number of hours specified in clause 4.4 have been exhausted by the NAIT organisation itself in processing the application (not including any hours expended by party in clause 1.12), the NAIT organisation has a discretion whether to continue processing the application without additional charge, or to decline to process the application further. This discretion may be exercised where:

4.3.1 the accreditation criteria have not yet been met, and/or

4.3.2 continuing to assess the application would be overly onerous or too complex or intricate.

4.4 The number of hours is

4.4.1 for applicants with fewer than 1,000 clients, up to a maximum of 16 hours

4.4.2 for applicants with between 1,000 and 4,999 clients, up to a maximum of 22 hours

4.4.3 for applicants with between 5,000 and 9,999 clients, up to a maximum of 32 hours, or

4.4.4 for applicants with between 10,000 or more clients, up to a maximum of 100 hours.

4.5 When exercising the discretion in clause 4.3, the NAIT organisation must inform the software accreditee of its decision and give reasons.

4.6 The NAIT organisation may:

4.6.1 obtain information from an entity in order to assess its application for accreditation and ascertain its ability to comply or its ongoing compliance with this Standard, and/or

4.6.2 require the software accreditee to make a statutory declaration to confirm compliance with any aspect of this Standard.

5 TRANSITION PERIOD AT START OF STANDARD

5.1 Within six months of this Standard becoming effective, as specified in clause 1.10, software accreditees must apply to the NAIT organisation for accreditation.

5.2 Once the NAIT organisation has received the software accreditee's accreditation application, the third-party software shall continue to be accredited on a provisional basis until the NAIT organisation gives the software full accreditation or the application is declined.

6 ACCREDITATION PERIOD

6.1 Accreditation of third-party software in accordance with this Standard will last until it is:

6.1.1 revoked by the NAIT organisation; such revocation to be given with twenty business days' notice in writing, or

6.1.2 cancelled by the software accreditee; such cancellation to given with twenty business days' notice in writing.

7 ACCREDITATION CRITERIA

7.1 During the period of accreditation, software accreditees must:

7.1.1 keep their details up-to-date with the NAIT organisation, and

7.1.2 provide supplementary information, as required by the NAIT organisation for the purposes of assessing ongoing compliance with this Standard.

CRITERIA RELATING TO THIRD-PARTY SOFTWARE

7.2 Where an application is made for accreditation of third-party software, and during the period of accreditation, the software must:

7.2.1 fulfil technical requirements and specifications for linking to, transferring to, accessing, or extracting from the NAIT information system, especially those requirements that enable a PICA or accredited/registered organisation to fulfil their NAIT obligations. Where the NAIT organisation has detailed or standardised technical requirements and specifications, it must make these clearly and freely available to all potential software accreditees in a timely manner

7.2.2 uphold the functionality, usability, confidentiality, availability, and integrity of the NAIT information system, and of NAIT core and non-core data

7.2.3 allow users to successfully fulfil applicable obligations under the NAIT scheme, being all of those NAIT obligations that the software provides the functionality to fulfil, and

7.2.4 generally, adhere to good and generally-accepted information technology, privacy, information security and software development practices. Where the NAIT organisation requires specific practises, it must make these clearly and freely available to all potential software accreditees in a timely manner.

CRITERIA RELATING TO SOFTWARE ACCREDITEES

7.3   Where an application is made for accreditation of third-party software, and during the period of accreditation, the software accreditee must have or contract:

    7.3.1   appropriate software development practices and processes to fulfil its obligations under this Standard

    7.3.2   appropriate resources, staff, and equipment to fulfil its obligations under this Standard including the skills and experience required to maintain the third-party software over its lifetime, and

    7.3.3   satisfactory policies and procedures for managing NAIT data, including for document and contract management, information technology security, data privacy, internal audit and quality management, system back-up and recovery, complaints, staff training, and incident resolution.

7.4   In addition to the criteria in clause 7.2, where the software accreditee is also the operator of the software, and the function of the software to be accredited relates to PICAs' ability to fulfil any applicable NAIT obligations, the software accreditee must also have a business continuity plan that contains robust provisions for system backups.

CRITERIA RELATING TO DATA ACCESS

7.5   The software accreditee must gain all permissions and grants of access for the NAIT information system and NAIT data per the statutory framework in Part 4 of the NAIT Act.

8   ONGOING OBLIGATIONS UNDER THIS STANDARD ONCE ACCREDITED

COMPLIANCE WITH TERMS OF USE

8.1   Once accredited and throughout the accreditation period, the third-party software and the software accreditee must comply with the NAIT information system terms of use.

DISCLOSURE

8.2   Throughout the accreditation period, the software accreditee must disclose to the NAIT organisation:

    8.2.1   any significant matters affecting fulfilment of the accreditation criteria in clauses 3.4 and 7 of this Standard, and

    8.2.2   any concerns it has about the third-party software's interaction with the NAIT information system, which includes data quality issues or data transfer or upload errors. Data quality issues or data transfer or upload errors must be resolved by the software accreditee within 48 hours of the issue or error occurring.

MAJOR CHANGES TO THIRD-PARTY SOFTWARE OR THE NAIT INFORMATION SYSTEM

8.3   In this Standard, 'major change' means any change (or related series of changes with a cumulative effect) made to either third-party software or the NAIT information system that is likely to impact the other system and:

    8.3.1   adds or removes critical functionality, being functions related to the fulfilment of obligations under the NAIT Act, its regulations, or its standards

    8.3.2   has a significant impact upon users of the NAIT information system, the third-party software, or both

    8.3.3   requires a significant amount of preparation, authorisation, resourcing, and planning, and

8.3.4 creates a substantial risk of errors, including but not limited to data transfer or upload errors.

8.4 Where a major change has been made to either third-party software or the NAIT information system, the NAIT organisation may require further information to assess the impact of the change; and may require an audit in accordance with clause 11 of this Standard.

PROCEDURE FOR MAJOR CHANGES TO THIRD-PARTY SOFTWARE

8.5 A software accreditee must proactively engage with the NAIT organisation where it is contemplating making a major change to third-party software. This will include, but is not limited to:

8.5.1 informing the NAIT organisation of the contemplated change in writing as soon as possible and no later than 40 business days before it is scheduled to be released

8.5.2 provide any supporting information and testing support for the change that the NAIT organisation deems necessary in a timely manner

8.5.3 submitting the altered software for testing if required to the NAIT organisation, and providing any test results to the NAIT organisation, and/or

8.5.4 attaining the NAIT organisation's approval before releasing the change. The NAIT organisation will provide approval, or further requirements to obtain approval, as promptly as possible and will not unduly withhold this approval.

8.6 Where a major change has been made to third-party software, the NAIT organisation may deem, in considering the purpose and objectives of this Standard and the definition of "major change" in clause 8.4, that the change is so major that the essential character of the software has changed, and it requires a new accreditation.

8.7 Where a major change has been made to third-party software and assessing the impact of the change and responding to it will take the NAIT organisation more than 30 hours, the NAIT organisation may cost recover from the software accreditee.

PROCEDURE FOR MAJOR CHANGES TO THE NAIT INFORMATION SYSTEM

8.8 The NAIT organisation must proactively engage with software accreditees where it is contemplating making a major change to the NAIT information system. This will include, but is not limited to:

8.8.1 informing all affected software accreditees in writing of the contemplated change as soon as possible and no later than 40 business days before it is made

8.8.2 providing any supporting information for the change it deems necessary, in consultation with software accreditees, in a timely manner, and

8.8.3 communicate in writing a reasonable period within which software accreditees must make any necessary changes to their third-party software, in order to continue to comply with this Standard, and consult with software accreditees on the length of this period.

8.9 Where a major change has been made to the NAIT information system, the NAIT organisation may deem, in considering the purpose and objectives of this Standard and the definition of "major change" in clause 8.4, that the change is so major that the essential character of the NAIT information system has changed.

8.10 If the NAIT organisation makes the determination in clause 8.9, for each piece of third-party software, the NAIT organisation will use the documentation and information already obtained under this Standard to assess a course of action, including:

8.10.1   the accreditation of the third-party software will continue unchanged

8.10.2   the third-party software will require a completely new accreditation, and the full accreditation process under this Standard should recommence

8.10.3   the third-party software will be required to undergo a new accreditation only for specific parts or components of its software, or

8.10.4   the major change process described in clause 8.8.

9   COMPLIANCE

9.1   The NAIT organisation will monitor the compliance of third-party software and the software accreditee throughout the accreditation period.

9.2   Compliance will be assessed against:

9.2.1   ongoing compliance this Standard

9.2.2   compliance with the NAIT Act, NAIT regulations, and NAIT standards

9.2.3   operation of the third-party software, including:

9.2.3.1   accuracy of the data submitted to the NAIT information system

9.2.3.2   resolution of reported issues and errors, and

9.2.3.3   the number of repeat issues and corrective actions taken for issues.

9.2.4   non-compliance with the terms of use for the NAIT information system, and

9.2.5   the overall impact of the third-party software on the data integrity of the NAIT information system.

9.3   The NAIT organisation, NAIT officers, and NAIT authorised persons may request, obtain, and use any further information they consider necessary to determine a person's compliance with this Standard.

9.4   NAIT officers and NAIT authorised persons may use any compliance method or action in this Standard in isolation, without taking a graduated compliance approach.

10   METHODS TO ADDRESS UNSATISFACTORY COMPLIANCE

PERFORMANCE CONCERNS

10.1   Where the NAIT organisation, a NAIT officer, or NAIT authorised person has concerns about a person's continued compliance with this Standard, they will notify that entity of those concerns and any proposed actions. Notification must be made in writing. This notice does not constitute a direction under schedule 2, clause 4 of the NAIT Act.

10.2   The person must respond in writing, including with details of how it intends to address any concerns. The NAIT organisation, a NAIT officer or NAIT authorised person must take the entity's response into account when determining a course of action.

10.3   Where a NAIT officer or NAIT authorised person determines that a person or software accreditee is not complying with this Standard, he or she may issue a notice of non-compliance to that person if it is reasonable to do so. This notice may constitute a direction under schedule 2, clause 4 of the NAIT Act.

10.4   The NAIT officer or NAIT authorised person must where applicable forward a copy of any issued notice of non-compliance to the NAIT organisation.

10.5   Any person or software accreditee issued with a notice of non-compliance has 40 working days from when it received the notice to demonstrate to the NAIT organisation it has addressed any areas of non-compliance identified in the notice. The NAIT officer or NAIT authorised person may extend this timeframe if the person has a reason why the timeframe cannot be met.

11 AUDIT

11.1   Where the NAIT organisation has concerns about a software accreditee's continued compliance with this Standard, it may audit the performance of a software accreditee, with twenty business days' notice, no more than once per six month period.

11.2   To avoid doubt, the NAIT organisation can contract this audit and related audit processes contained in this clause 11, out per clause 1.12 of this Standard.

11.3   The audit will examine:

11.3.1   the software accreditee's ongoing compliance with the accreditation criteria

11.3.2   any performance monitoring or evaluations of the software accreditee

11.3.3   any changes in resources available to the software accreditee

11.3.4   the quality of the information transmitted by the software accreditee

11.3.5   the information collection and management processes used by the software accreditee, and/or

11.3.6   any other matters concerning the information gathered or handled by the software accreditee.

11.4   The NAIT organisation will provide the software accreditee with a copy of the scope of the audit, including a copy of the audit assessment criteria, when notifying the software accreditee that an audit is to be performed.

11.5   Within twenty working days of the audit's completion, the NAIT organisation will provide the software accreditee, in writing, with:

11.5.1   a copy of the audit report, which will specify the software accreditee's performance against each of the audit criteria specified in clause 11.2, and

11.5.2   a list of any areas of non-compliance that require remediation.

11.6   The software accreditee has 30 calendar days from the receipt of the audit report to demonstrate that it has addressed any areas of non-compliance identified in the audit. The NAIT organisation may extend this timeframe if the software accreditee has a reason why the timeframe cannot be met.

11.7   The NAIT organisation may revoke the accreditation of a software accreditee that does not provide the required information for the audit.

12 INFORMATION

12.1 The NAIT organisation and software accreditees will hold any commercially sensitive information acquired under this Standard on a strictly commercial-in-confidence basis, unless it has the software accreditee's permission or is required otherwise by law.

12.2 The NAIT organisation, NAIT officers, and NAIT authorised persons may share information relevant to the administration of this Standard with other agencies, where the information is shared for the purpose of administering this Standard or other NAIT legislation.

13 RESOLUTION OF DISPUTES

13.1 The NAIT organisation will work in good faith with software accreditees, and any other party with an interest in the operation of this Standard, to resolve any dispute that arises in respect of this Standard.

14 NAIT TRADEMARK

14.1 Software accreditees are hereby granted a licence to use the "NAIT" word trademark (New Zealand registered trademark number 1138339), free of charge, for the sole purpose of demonstrating that their third-party software is accredited in accordance with this Standard.