



DINZ Inclusive and Ethical Uses of Digital Identity Working Group

TERMS OF REFERENCE

Terms of Reference for this cross-industry Working Group established by DINZ under the auspices of its Executive Council to facilitate and communicate member discussion and development of best practice in approaching marginalised communities faced with challenges relating to digital identity.

CONTENTS

1. BACKGROUND	3
2. PURPOSE AND OBJECTIVES	3
3. SCOPE	4
4. DELIVERABLES	4
5. ONGOING DOCUMENTATION	5
6. COMPOSITION OF WORKING GROUP	5
7. DELEGATIONS	6
8. RESOURCES	6
9. COMPETITION	6
10. INTELLECTUAL PROPERTY	7
11. CONFIDENTIALITY	8
12. MEDIA COMMENT	8
13. REPRESENTATION	8
14. CONDUCT	8
15. CONFLICT OF INTEREST	8
16. SAFETY OF MEMBERS	9
17. DISESTABLISHMENT OF THE WORKING GROUP	9
18. AGREEMENT	10

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 and industry, with a nascent ecosystem emerging. The progression of the Digital Identity Services Trust Framework Bill (DISTF) to enactment is anticipated to provide an accessible and effective digital identity ecosystem that has the potential to unlock a range of opportunities across all parts of society. But can this potential be realised?

This question has clearly been considered in development of the DISTF, which has been based around the following eight principles¹:

- People-centred
- Inclusive
- Secure
- Privacy-enabling
- Enabling Te Ao Māori approaches to identity
- Sustainable
- Interoperable
- Open and transparent

These principles are of vital importance and welcome. As New Zealand’s recent experience of digital solutions developed to respond to COVID-19 (e.g., the MoH’s COVID Tracer, My Health Account (health digital ID) and COVID-19 Vaccination Certificate applications) illustrate, there remains a digital divide in NZ that, left unaddressed, will continue to preclude some New Zealanders from benefitting from digital identity. And, as use of the COVID Vaccination Certificates demonstrates, some New Zealanders now have first-hand experience of digital

¹ [Trust Framework principles | NZ Digital government](#)

identity enabling a mechanism that can deprive people of their legal rights and freedoms. This illustrates the potential for digital identity to open up or exacerbate a “trust divide” that is contrary to the intent of the DISTF and should not be ignored. Unless participants in the identity ecosystem that the DISTF seeks to foster and regulate behave in inclusive and ethical ways, in line with the design principles of the DISTF, then its objectives may be frustrated, and New Zealanders may be harmed.

Given DINZ’s purpose and mission, this situation provides an important opportunity for DINZ to leverage its position and relationships as a community collaborator and partner to provide a mechanism for community members to share their views, knowledge and experience so that both Government and industry can better ensure that all New Zealanders may take full advantage of the potential benefits of digital identity in future.

The establishment of a workgroup to tackle this acknowledged issue was unanimously decided at the DINZ Executive Council Meeting on Thursday, February 3rd, 2022.

The Inclusive and Ethical uses of Digital Identity 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 under the auspices of these Terms of Reference.

2. PURPOSE AND OBJECTIVES

The working group has been formed to address the following key issues:

- The need for clarity about those New Zealanders who may be disadvantaged in regard to benefitting from digital identity in a post-DISTF world. The need to understand the types of disadvantages, both digital and otherwise, that these New Zealanders either directly experience or perceive.
- Propose strategies and actions to address those challenges. For example, would there be merit in developing a voluntary “Code of Practice for Inclusive and Ethical uses of Digital Identity” centred on the DISTF design principles, as a supplement to the regulatory arrangements that will be put in place?

(together, the “**Key Issues**”)

3. SCOPE

The specific scope of this work is:

- To help ensure inclusive and ethical and responsible use of digital identity technologies to help ensure equitable digital identity outcomes for all New Zealanders.
- To build an understanding of the views and roles of relevant advocacy groups (for example but not limited to NZ Council for Civil Liberties) in the successful adoption of Digital identity technologies.
- Providing constructive forums for discourse with groups that are either clearly disadvantaged in relation to digital identity or have concerns about the potential future uses of digital identity.

4. DELIVERABLES

The group will report back to the DINZ Executive Council regularly, providing a brief written report in advance and speaking to the report at Annual or other member meetings.

The Chair/Co-Chairs of the Working Group (the “**Working Group Chair**”) is responsible for these reports and all deliverables outlined below. The Working Group Chair will attempt to incorporate all final positions, opinions and views expressed by Members and work to achieve unanimous resolution where possible or report a majority resolution where not.

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

- **By June 30th, a Research paper** (incl. NZ and other jurisdictions) to gather existing mahi in this area, and identify any gaps where new mahi is needed so that we can answer the question: “*What is it that we need to understand in order to address inequity*”
- **By September 30th a draft paper** covering an outline of a **Code of Practice** for both policy makers and digital identity service providers to consider when designing public facing digital identity services, and suggestions for future and impending legislation specifically to support these objectives (but not limited to) the proposed Consumer Data Right Act and the proposed Digital Identity Services Trust Framework Bill.
- **By October 31st a draft recommendations paper** for the EC’s approval on next steps, including investment required, stakeholder groups (agencies, private/public/NGO’s) that would need to collaborate to achieve outcomes, measures, targets to drive action.

(together, the “**Deliverables**”).

As the work progresses it may not be possible to deliver to this schedule. In this case the Working Group Co-Chairs should report progress and seek advice from the DINZ Executive Council. The DINZ Executive Council 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 membership 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:

- Angela Gill, Payments NZ and Executive Council Member
- Ben Dakers, Datacom and Executive Council Member

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

- Russell Craig – Microsoft
- Tamara Al-Salim – Invited Community Representative

The Working Group can seek participation from and/or may co-opt additional Members to the Working Group at any time to complete the objectives allocated above, however 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 Co-Chairs have 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 Co-Chairs can liaise with the Secretariat of the NZTech Alliance and DINZ to help access resources for DINZ members in order to enable the efficient functioning of the Working Group, such as:

- 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 as 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 the 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 abide by [DINZ's Code of Conduct](#)² that governs its online and physical events.

In this and in all other regards, 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.

² [DINZ Code of Conduct](#)

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.