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# DINZ Biometrics Special Interest Group

## TERMS OF REFERENCE

Terms of Reference for a cross-industry Special Interest Group established by DINZ to facilitate and communicate member and industry community interests and feedback on the topic of Biometrics.

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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 Biometrics 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).

Biometrics are increasingly implemented by the public and private sectors alike in order to facilitate faster, more accurate and more convenient ways for people to engage and transact digitally that unlock a range of opportunities across all parts of society. In some circumstances, biometrics can be used for identification in law enforcement – related use cases. The Office of the Privacy Commissioner (an Independent Crown Entity) takes particular interest in biometrics since biometric information is personal information and is regulated by the Privacy Act 2020.

The establishment of a Biometrics Special Interest Group (SIG) was unanimously decided at the DINZ Executive Council Meeting on 2<sup>nd</sup> November 2023.

Within the DINZ membership there exists significant technical capability in the domain; however expertise and cultural knowledge and appreciation that is essential for well balanced and holistic outputs exists outside of the membership. Membership should not be a barrier to participate in particular pieces of work when needed in order to deliver the best output possible. The ‘SIG’ designation indicates that for some pieces of work, the group can comprise members and other experts from other non-profit sectors or communities who for whatever reason may not choose to or cannot become a member.

Members and other collaborative interested partners with demonstrable expertise and knowledge in their respective domains that impact upon biometrics, desire to provide a platform to coherently input their expertise and share their knowledge in a range communication forms so that government and business use biometric information safely.

The Biometrics SIG is covered by this Terms of Reference. In working within a SIG, the participating DINZ members and non-member participants (collectively the “Participants”) agree the activities carried out will be on the basis of these Terms of Reference.

## 2. PURPOSE AND OBJECTIVES

The purpose of the SIG is to develop ongoing submissions, implementation guidance and awareness and education of Biometrics in Aotearoa together with its associated processes and

operation. The SIG's mahi and outputs will be in the best interests of supporting DINZ's [vision and mission](#) and will be informed by qualitative member and broader community and industry 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 any forthcoming submissions
- develop biometrics implementation guidance (essential if the OPC regulates the industry with a Code of Practice but in its absence, regardless);
- develop educational materials and events to raise awareness around the safe use of biometrics and counter the negative publicity and disinformation that the domain attracts;
- support inclusion, diversity and equity in the co-creation and dissemination of the guidance and educational material.

### 3. SCOPE

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

- engage across the DINZ membership, the wider NZTech community and society to attract knowledge and expertise impacting the biometrics domain;
- co-create and curate submissions, guidance, education and awareness materials of any kind in the biometrics domain;
- promote and disseminate in any form, the prepared materials.

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

- development of professional qualification or certification of individuals operating in the field of biometrics
- specific positions or interests of individual participants, groups of participants or communities.

With the exception of those issues listed as outside the scope of this SIG, 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 work plan and deliverables (together, the “**Deliverables**”) will be agreed by SIG consensus and specified as the need arises. The group will report back to DINZ Membership regularly as required on the SIG’s Group’s progress and involvement in any legislative and operations processes.

The Chair and/or Co-Chairs of the Special Interest Group (the “**Special Interest Group Co-Chair/s**”) is responsible for these reports and all deliverables. The SIG Co-Chairs will attempt to reflect summary views expressed by the SIG Participants and report a majority resolution with objections (incl. rationale or as a minority report) upon request.

## 5. ONGOING DOCUMENTATION

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

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

## 6. COMPOSITION OF SPECIAL INTEREST GROUP

The SIG's composition may change over time depending on the tenure of the executive council members, other members and other individual participants from the wider NZ Tech community and society.

The SIG will be Co-Chaired by:

- Steven Graham, NEC NZ Ltd
- Graeme Prentice, NEC NZ Ltd

The SIG will initially comprise the following members of the Executive Council:

- Judith Hanna, AWS
- Richard Berquist, Datacom
- Roger Ford, DISTF WG Chair
- Jeff Kennedy, NZTIER
- Stuart Wakefield, NZTIER

The SIG will initially comprise the following DINZ members:

- Karen Ngan, Simpson Grierson
- Ross Hughson (PIM) myTrove, Vix Vizion, Auraya

- Viktoria Papp, MBIE
- Jordan McCown. RealAML
- Kirsty Thom, SafeApp
- Nicolas Charles, TICCompany
- Andrew Dunlop, NEC NZ Ltd

The SIG will initially comprise the following non-members reflecting the early (still conceptual) expected 'guidance' projects).

- Kia Basabas, Amnesty International
- Dr Warren Williams, 20/20 Trust
- April George, OKTA

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

Any participant may resign from the SIG at any time.

The Secretariat shall keep a register of SIG Participants up to date to reflect movements into and out of the SIG.

## 7. DELEGATIONS

The SIG Co-Chairs/s 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 SIG prior to this document. Any future delegation from the DINZ shall be made in writing as an addendum to this document.

## 8. RESOURCES

The SIG Co-Chairs/s 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 Special Interest Group, such as:

- teleconference Facilities (although the Special Interest 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

Participants acknowledge that the business and affairs of the SIG are not intended to interfere (and should not give the impression of interfering) with competition in the market.

Participants agree that they will not discuss as part of their role as a Participant:

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

Participants should not, as part of their role as a Participant, 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.

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

- disclose only the minimum information necessary to contribute effectively to the objectives of the SIG 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 Participants or the effect, if any, a particular initiative might have on those competitors' or customers' business in the future.

## 10. INTELLECTUAL PROPERTY

By joining this SIG, it is understood that the product of any work by a Participant as part of their efforts on or for this SIG 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 Participants agree to the irrevocable and unconditional waiver of all rights in any work, including any Intellectual Property, deriving from their effort on or for this SIG. This includes any moral rights in relation to the work.

## 11. CONFIDENTIALITY

All Participants 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 Participant, 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, participation in this SIG 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 Participant ceases in their role as a Participant.

## 12. MEDIA COMMENT

Media comments *on behalf of* DINZ or this SIG should be made by the current SIG Co-Chairs/s or Executive Director of DINZ, unless another arrangement is entered into in writing.

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

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

## 13. REPRESENTATION

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

## 14. CONDUCT

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



## 15. CONFLICT OF INTEREST

All Participants agree to abide by the following:

A register of any potential conflict of interest should be maintained by the SIG Co-Chairs/s to ensure transparency by identifying Participants' 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 SIG.

When Participants 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 SIG, the Participant must declare a conflict of interest and withdraw themselves from the discussion and/or activity. The SIG will then decide what part the Participant may take in any relevant discussion.

Participants accept that failure to declare a conflict of interest will result in their immediate removal from the SIG.

## 16. SAFETY OF PARTICIPANTS

All Participants 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 Participant who feels bullied or intimidated whilst carrying out their tasks may speak with either the SIG Co-Chairs/s or the Co-Chairs of DINZ. If, in the view of the SIG Co-Chairs/s or the Co-Chairs of DINZ, a Participant has acted inappropriately, that Participant may be suspended from the SIG.

## 17. DISESTABLISHMENT OF THE SPECIAL INTEREST GROUP

This SIG 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 Participants.

By participating in this SIG all Participants agree to these provisions. If a Participant does not agree with any provision in these Terms of Reference they should raise it with the SIG Co-Chairs/s, who may then raise it with the DINZ Co-Chairs.

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