

Data Ethics Advisory Group

Terms of Membership

1. Member responsibilities

- 1.1 Members of the Group are expected to:
 - a. commit to active involvement in the Group, including dedicating sufficient time to becoming familiar with the affairs of the Group and the wider environment within which it operates;
 - b. draw on existing guidelines and their own expertise to identify and discuss data-related issues with a view to reaching a collective decision on the advice to be provided; and
 - c. share knowledge with, and provide advice and feedback to, the GCDS and government agencies on topics submitted for consideration.
- 1.2 If members of the Group hold different opinions, then the Chair will endeavour to ensure that the different views are represented appropriately.

2 Independence of advice

- 2.1 Members are appointed to the Group to provide expert impartial advice to the GCDS and State Sector agencies, based on their knowledge and expertise. They are not appointed to represent the interests of any sector, stakeholder, or special interest group, unless explicitly provided for when appointed.
- 2.2 The Chair may determine that additional specialist advice may be required. In such cases a request will be made via the Secretariat for additional specialist support.

3 Conflicts of Interest

- 3.1 In making themselves available for appointment, members must ensure that there is no conflict of interest which would preclude their appointment.
- 3.2 Members must declare if they have a real or perceived financial, professional, organisational or personal interest (direct or indirect) that could create a conflict of interest. Declarations will be sought during the expressions of interest process, appointment process, and at every meeting of the Group.
- 3.3 The Secretariat will maintain a register of such declarations.
- 3.4 When members believe they have a conflict of interest on a subject that prevents them from undertaking an activity consistent with the Group's functions, they must declare the conflict of interest and absent themselves from the discussion and/or activity. This must be done at the earliest possible opportunity and at the point the relevant item of business comes up in the meeting.

4 Change in member from the Te Ao Māori Co-Design Group

- 4.1 The member from the Te Ao Māori Co-Design Group may, with the agreement of the Chair and the GCDS, substitute another individual in their place either because that person is better placed to discuss the topics at issue, or because they are unable to attend a meeting.
- 4.2 The substituted member must be a member of the Te Ao Māori Co-Design Group.

5 Transparency

- 5.1 It is important to the function of the Group that it can engage in free and frank discussion.
- 5.2 All material produced for and by the Group, including correspondence, is subject to the Official Information Act.
- 5.3 All requests will be handled by the Secretariat, in consultation with the Chair and relevant State Sector agencies. Publication will be by agreement with agencies where information is related to their proposals
- 5.4 Where appropriate, meeting agendas, papers and minutes will be published. Information may be withheld in line with the Official Information Act.

6 Liability

- 6.1 Members of the Group are not liable for any act or omission done or omitted in their capacity as a member, if they acted in good faith, and with reasonable care, in pursuance of the functions of the Group.

7 Intellectual property

- 7.1 All physical and intellectual outputs of the Group shall be the property of the Crown. For the avoidance of doubt this includes, without limitation, all reports, papers, electronic documents, software and recordings.

8 Media responses

- 8.1 Members will not comment to the media or make any public statement in relation to the work of the Group. The Chair, in agreement with the GCDS, will represent the views of the Group if required.

9 Remuneration and expenses

- 9.1 Ordinary members will be remunerated at a rate of \$450 per meeting, consistent with the Cabinet Fees Framework for fees for statutory bodies. The Chair will be remunerated at a rate of \$900 per meeting.
- 9.2 This includes payment for a half day meeting, preparation for the meeting and travel time when travelling on the same day.
- 9.3 Members may be paid extra fees when significant preparation and/or travel time is required prior to meetings.
- 9.4 Members who are employees of the wider State Sector are not entitled to be paid fees for Group business if this is conducted during regular paid work time (i.e., members cannot be paid twice by the Crown for the same hours).
- 9.5 The Secretariat will book travel and accommodation on behalf of members and will not reimburse members for travel or accommodation booked without prior approval.
- 9.6 The Secretariat will reimburse members for incidental costs directly incurred as part of performing their duties as a member of the Group, provided these have prior approval.