TABLE OF CONTENTS

Appendix 1 — Description of the Premium Grain Chain (PGC) Use Case 1
1. Identification and purpose 2
2. Independence, and optional accession to a data space 3
3. Parties, roles and stakeholders 4
4. Scope 6
5. Value, compensation and costs 11
6. Data, permissioning and control 12
7. Data quality, substantiation and liability 15
8. Shared assets and the quality label 17
9. Governance 18
10. Documentation, versioning and language 20
11. Terminology 21
12. The instrument set, and where each provision takes effect 21
13. Open items 22
Sources 23

APPENDIX 1 — DESCRIPTION OF THE PREMIUM GRAIN CHAIN (PGC) USE CASE

Rulebook: Premium Grain Chain (PGC) Use Case Rulebook **Based on:** Sitra, *Rulebook model for a fair data economy*, version 3.0 (February 2025), Part 2 Templates **Document:** Appendix 1 to the Use Case Constitutive Agreement **Version:** 0.11 **Date:** 25 August 2026 **Supersedes:** v0.10 of 25 August 2026

> **Nature of this document.** This Appendix *describes*; it does not operate. Where a matter takes contractual effect in another instrument, that instrument is identified and this Appendix does not restate its terms. Section 12 maps every substantive provision to the instrument that carries it.
>
> **Terminology.** *Data User*, *Data Contribution*, *Service Provider*, *use case lead*, *Party*, *Representative*, *Steering Committee*, *Critical Data*. Section 11 maps these to the model's terms.
>
> **Language on data.** This Rulebook does not speak of anyone *owning* data. Participants **have and exercise rights** over data.
>
> [●] marks an unresolved fact.

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1. Identification and purpose

1.1 Name and short description

Premium Grain Chain (PGC) is a data-sharing use case covering the Finnish grain value chain from field to food processor, retailer or exporter. Its purpose is to make it possible to substantiate, with verifiable data, statements about the **environmental performance, quality and origin** of individual grain lots, and to make that substantiation available to those in the chain who need it — for commercial statements, for a quality label, or for regulatory reporting.

PGC is a **use case**, not a data space. It is self-standing and depends on no data space for its constitution or operation.

1.2 Business context

The grain chain is organised around lots that change hands several times between field and finished product. The data describing how a lot was produced — soil, inputs, machinery operations, fuel, drying, transport, laboratory results — is generated by many actors and held in systems that do not interoperate. As a result:

- Environmental and quality statements cannot be substantiated at lot level, only estimated from sector averages.
- Farmers cannot evidence practices they have carried out, so the evidence does not travel with the lot and cannot be priced.
- Buyers and processors carry compliance and reputational risk for statements they cannot trace to source, and cannot readily obtain the upstream data their own regulatory reporting requires.
- Each new data-sharing relationship requires bilateral negotiation, which does not scale.

Directive (EU) 2024/825 (Empowering Consumers for the Green Transition), applicable from 27 September 2026, restricts environmental claims that are not substantiated. **Regulation (EU) 2023/2854** (Data Act) gives users of connected products rights of access to the data those products generate.

1.3 Objectives

1. Enable calculation of **lot-level environmental and quality indicators** from production-process data rather than sector defaults.
2. Enable **traceability of a grain lot** back to field and batch, and forward to the finished product.
3. Enable Parties to **meet their own regulatory reporting obligations** using data from upstream in the chain.
4. Enable a **farmers' group** to form a shared picture of expected and available volumes and qualities. *(Phase 2, gated.)*
5. Enable **streamlined compliance reporting** by a Data Rights Holder to a public authority, at that person's initiative and on their permission.
6. Establish a **single, reusable contractual framework** replacing bilateral negotiation.
7. Produce a rulebook that **adapts the Sitra model** to a use case whose purpose is substantiation.

1.4 Motivation of the participant groups

Group	Primary motivation
Farmers	Price premium for grain arriving with verifiable quality and environmental data; retained control over farm data; reduced duplicate reporting;

Group	Primary motivation
	streamlined compliance reporting; collective market position
Farmers' groups and cooperatives	Sale of aggregated lots with verifiable attributes; shared picture of supply
Food processors and buyers	Substantiated commercial statements; traceability; upstream data for their own regulatory reporting; export market access
Machinery, telematics and FMIS providers	Demand for precision-farming features; licensing revenue; a defined route to Data Act compliance
Service Providers	Service revenue from calculation, traceability, intermediation and analytics
Public authorities	Structured, timely compliance data at source
Research organisations	Access to production-process data under defined terms

2. Independence, and optional accession to a data space

2.1 The Use Case is self-standing

PGC is constituted by its own Constitutive Agreement, executed by its Founding Parties. It governs its own affairs and depends on no data space for its existence, governance, infrastructure or rules.

Layer	Governs
Data space	Data space membership, accession, governance bodies, data-space-level services
This Use Case	**Data Rights Holders, Data Providers, Data Users, Service Providers, and the data sharing between them**

2.2 Optional accession

The Use Case may decide to join a data space if the services or infrastructure it offers become sufficiently attractive to the Use Case as a whole. That decision is a Reserved Matter. Two routes are open: participation through an existing data sharing initiative, or direct participation with the use case lead as named representative legal person.

Constitutive Agreement clause 4; Appendix 4 section 2.7.

2.3 Consequences of joining

On accession, and only where that data space's services or infrastructure are used: the Use Case is registered with the data space's governing body; Parties accessing those services are registered and admitted under that data space's rules, including any code of conduct it requires; and Parties comply with data-space-level governance in respect of that membership only.

Registration is expected to cover the existence, name, purpose, lead and date of the Use Case; the named representative legal person; only those Parties accessing data space services; which services are used; a version identifier for this Rulebook; and an escalation contact. It does not extend to contractual content, Data Contributions, or commercial terms.

2.4 Harmonisation with other use cases

Where PGC operates alongside other use cases under a common data space, harmonisation is expected at the level of a mandatory core — role definitions, the permissioning obligation, the personal data controller default, IP non-transfer, the security baseline, and the structure of the order of priority — with other provisions derogable and recorded in the deviation register. The same three-tier logic is applied inside the Data Contribution Terms of Use template.

2.5 Related work

Designed to interoperate with, and reuse patterns from, the DSSC Blueprint and the Dataspace Protocol. The Use Case draws on insights from related agrifood work, including the CEADS project and Potato-X, without depending on their documentation.

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3. Parties, roles and stakeholders

> Roles are set out in full in the **Rolebook**, which covers use case roles only. This section summarises.

3.1 Membership

Membership is **flat**. All Parties, including individual farmers, are members on identical terms. There is no reduced, light or observer category. Each Party appoints one Representative to the Steering Committee and has one vote.

Farmers are Parties to the Use Case. They are not, by virtue of that, participants in any data space.

Expected scale: [●].

3.2 Founding Parties

Founding Party	Position in the chain
[●] — appointed use case lead	Cooperative or other coordinating body
DataSpace Europe Oy — designated Service Provider supplying infrastructure	Data intermediation
[●]	Grain buyer or processor
[●]	Machinery or FMIS provider
[●]	Laboratory or calculation service
At least [three] individuals	Farmers

Roles are not assigned to Founding Parties. A Party's roles follow from what it does in a given transaction and change from one transaction to the next. The table records position in the chain, so that the founding group covers the chain, and the two offices that are appointed rather than assumed.

Farmer Founding Parties should be drawn from different regions and farm sizes, and Swedish-speaking Ostrobothnia should be represented. Founding Parties sign the Constitutive Agreement, which is materially more demanding than the Accession Agreement a later Party signs. This bears on translation timing (10.1).

3.3 The use case lead

The Use Case has a named representative legal person, the **use case lead**: [●], appointed on an interim basis and reviewed at the first commercial season.

The lead is not required to be of any particular kind. The present draft assumes an agricultural cooperative; the lead may be any Party the others agree on. A change of lead is a Reserved Matter.

The lead chairs the Steering Committee, conducts operational matters without reference back, bears the joint costs and charges the Parties under Appendix 5, acts as named representative legal person, and maintains the Appendices, Annexes and repository. It abstains on matters concerning its own appointment, performance, charges or alleged breach, and where it also acts as farmers' group manager the separation in 6.6 applies to it notwithstanding its office.

Constitutive Agreement clause 6; Appendix 4 section 3.

3.4 Actor categories and their roles

Actor category	Role(s)	Relationship
Farmer	Data Provider, Data Rights Holder, Data User	Party
Agricultural cooperative / farmers' group	Data User, Service Provider, Data Provider; may be use case lead	Party
Contractor (harvesting, drying, in-farm logistics)	Data Provider, Data Rights Holder	Party
Transport service provider	Data Provider	Party
Agricultural machinery manufacturer	Data Provider, Data Rights Holder	Party
Machinery software / telematics provider	Data Provider, Service Provider	Party
FMIS provider	Data Provider, Service Provider	Party
Grain-based food producer / grain buyer	Data User	Party
Agricultural trade / grain broker	Data Provider, Data User	Party
Laboratory / measuring party	Data Provider	Party
Indicator calculation service	Service Provider	Party
Traceability service	Service Provider	Party
Data intermediation service provider	Service Provider	Party (founding)
Cultivation adviser	Data User	**Third-Party Data User — not a Party**
Weather, satellite and market price providers	—	External reference sources
Public authorities in arable farming	Data Provider and/or Data User (as Party), or Third-Party Data User	Either — see 3.6
Research organisations	Data User	Party, for defined secondary-use purposes

Actor category	Role(s)	Relationship
VYR (Vilja-alan yhteistyöryhmä)	—	Facilitating stakeholder, not a Party
Consumers	—	Beneficiaries of published statements; not Parties

A Party may hold several roles and must comply with the obligations of each.

3.5 Data Rights Holders who are not Parties

Some persons hold rights over data processed here without being Parties — farmers contributing through a service provider, landowners, contractors' employees, and users of connected products under the Data Act. Their rights apply irrespective of membership. Because they have no exit, decisions affecting them attract Reserved Matter status.

3.6 Public authorities

An authority may participate as a **Party** — as Data Provider, Data User, or both, without restriction as to data granularity — or as a **Third-Party Data User**. The control is permissioning, not membership category.

The line is purpose and initiative, not granularity.

Permitted	Data provided to an authority to satisfy a Data Rights Holder's **own** reporting obligation, at that person's initiative and on their permission — including farm-level data
Prohibited	Voluntary repurposing of Use Case data for inspection, control or enforcement

Once an authority lawfully holds data, its use of that data is governed by its own statutory powers, which this Rulebook does not restrain. Accordingly, a permission request that would result in disclosure to a public authority must state what the authority may do with the data once received. An authority that is a Party abstains on decisions concerning its own access.

Where an authority's contribution is already available under Directive (EU) 2019/1024 and Implementing Regulation (EU) 2023/138, it is used as an external reference source.

Constitutive Agreement clause 5.6.

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4. Scope

4.1 Scenarios

Phase 1 — in scope from the outset

#	Scenario
S1	**Verified lot indicators.** Production-process data from machinery, dryers, FMIS and transport is used by a calculation service to produce environmental and quality indicators attached to a defined grain lot, made available to the buyer of that lot.
S2	**Batch traceability and quality verification.** Batch-level quality measurements and an electronic grain passport travel with the lot through drying, storage, transport and sale.

#	Scenario
S2b	**Compliance reporting.** A Data Rights Holder provides data through the Use Case to a public authority to satisfy that person's own reporting obligation. Data may equally be passed up the chain so that a Party can satisfy its own reporting obligations.

Phase 2 — gated

#	Scenario	Gate
S3(a)	**Farmers' group situational awareness.** Members share expected and realised volumes and qualities so the group manager can form a shared picture.	Reserved Matter; requires the 6.6 design specification implemented and verified, and the written self-assessment complete
S4	**Selective harvest planning.**	Ordinary Steering Committee decision

Phase 3 — anticipated, not specified. S5 secondary use for research and sustainability reporting; S6 consumer-facing verification of published statements.

Scenario descriptions

Roles are stated in these descriptions because a scenario is a **transaction pattern**, and roles follow the transaction. Nothing here fixes any Party's roles generally; the same Party may hold different roles in different scenarios, and different roles in successive transactions within one scenario.

S1 — Verified lot indicators

Purpose. Attach environmental and quality indicators to a defined grain lot, calculated from the production process that actually produced it rather than from sector defaults.

Trigger. A lot is formed and offered for sale, or a buyer requests indicators for a lot it is purchasing.

Data used. G1 farm production data — field operations, machine and implement data, fuel use, drying data, agronomic history, input use. G3 logistics data for transport legs attributable to the lot. External reference sources, typically weather.

How it runs. The Data Rights Holder grants a permission covering the calculation purpose. The calculation service retrieves only what that permission covers, applies the versioned methodology, and produces an indicator identified by methodology version. The indicator is made available to the buyer of the lot as part of the transaction.

Roles in this scenario. Farmer and contractor as Data Provider and Data Rights Holder; machinery, telematics or FMIS provider as Data Provider; calculation service as Service Provider; buyer as Data User.

Output. A G4 derived indicator at lot level. Typically flagged **Critical Data**, since reliance is placed on it.

Conditions. Each critical input carries a specification and the conformity warranty. The calculation service warrants correct application of the methodology and the provenance of external inputs, and is not responsible for the accuracy of inputs provided to it. Rights in the indicator depend on whether the calculation is performed on another's instruction; the applicable Data Contribution Terms of Use state which.

Not engaged by this scenario. Providing the indicator to the buyer of the lot is a purpose of the Use Case and does not trigger the commercialisation provisions.

S2 — Batch traceability and quality verification

Purpose. Allow a lot, and ultimately a finished product, to be traced back to farm and batch, with quality measurements travelling with the grain rather than being re-established at each hand-over.

Trigger. Grain is measured at intake, after drying, or at loading, and a batch identifier is assigned.

Data used. G2 batch quality and traceability data — moisture, protein, volume weight, thousand kernel weight, falling number, impurities, green kernels, screening; variety and species; batch identifiers; the electronic grain passport. G3 consignment data linking batches to deliveries.

How it runs. Measurements are taken to the specifications in Schedule 1A of the applicable Data Contribution Terms of Use, with sampling per the stated standard, and recorded against the batch identifier. The grain passport carries quality and origin data with the consignment through drying, storage, transport and sale. A buyer receiving the consignment can trace it back and can verify what it received.

Roles in this scenario. Farmer, contractor and laboratory as Data Provider; buyer as Data User, and as Data Provider in respect of intake measurements it takes itself.

Output. A batch-level record traceable to field and farm. Measurements relied on for a statement, label or report are flagged **Critical Data**.

Conditions. Specification and sampling basis stated for every critical measurement. Moisture basis stated for every value that depends on it. Errors notified without undue delay, and the retraction procedure applies.

S2b — Compliance reporting

Purpose. Allow a Party to satisfy a reporting obligation using data already in the Use Case, rather than assembling it separately.

Two directions, both within the scenario.

Upstream to an authority. A Data Rights Holder provides its own data through the Use Case to a public authority to satisfy that person's own reporting obligation. The initiative is the Data Rights Holder's, and the permission is theirs.

Along the chain. Indicators and quality data are passed to a downstream Party so that Party may satisfy its own regulatory reporting obligations.

Data used. Whatever the obligation requires — typically G1, G2 and G4.

Roles in this scenario. Farmer as Data Rights Holder and Data Provider; authority as Data User where a Party, or Third-Party Data User where not; processor as Data User in the downstream direction.

Conditions. The permission request must state what the authority may do with the data once received. No Party may voluntarily repurpose Use Case data for inspection, control or enforcement. Nothing in the Rulebook restrains an authority's statutory powers over data it lawfully holds. Passing indicators along

the chain for a Party's own reporting is a purpose of the Use Case and does not trigger the commercialisation provisions.

S3(a) — Farmers' group situational awareness (gated)

Purpose. Allow a farmers' group manager to form a picture of expected and available volumes and qualities across the group, as a basis for planning.

Data used. Forward estimates and realised figures drawn from G1 and G2 — expected volumes by species and variety, expected and realised quality parameters.

How it runs. Contributions are made to the Service Provider supplying infrastructure, which acts as **technical aggregator**. The group manager receives aggregates only. No Party sees another Party's raw position, and this applies to the use case lead in its capacity as group manager notwithstanding its office.

Roles in this scenario. Farmers as Data Provider and Data Rights Holder; the Service Provider supplying infrastructure as aggregator; the group manager as Data User of the aggregate.

Output. An aggregate view of expected and available supply. Not Critical Data.

Design conditions. The scenario operates only within the design specification in **section 6.6**, which is the authoritative statement of it and is not repeated here. In outline, it governs aggregation, the minimum number of contributors and the maximum share of any one of them, the exclusion of price data, voluntary participation, and freedom to sell independently.

Gate. S3(a) may be activated only when the section 6.6 design specification is implemented and verified, the written competition-law self-assessment is complete and records and justifies the parameters adopted, and the Steering Committee so decides by two-thirds of all Representatives.

Why gated. The Parties contributing are actual or potential competing sellers, and the Use Case proceeds on self-assessment without an external opinion. The parameters are the substance of that position.

Expressly outside this scenario. Joint selling — the marketing of members' grain by the group — is not a data-sharing activity and is outside the Rulebook entirely.

S4 — Selective harvest planning (gated)

Purpose. Plan the harvesting of sub-field areas separately, according to expected quality, so that distinct qualities are not blended at harvest.

Data used. Satellite imagery from third-party providers, as an external reference source. Drone imagery and in-field sensor data captured by or for a Party, as Data Contributions in G1. G1 agronomic history and soil properties.

How it runs. Imagery and field history are combined to identify sub-field zones of differing expected quality; a harvest plan separates them.

Roles in this scenario. Farmer as Data Rights Holder and Data User of the plan; imagery and analytics providers as Service Provider or Data Provider.

Output. A harvest plan. Not Critical Data in itself, though the batches it produces may carry Critical Data under S2.

Gate. Ordinary Steering Committee decision.

Relationship to other scenarios. Separating qualities at harvest increases the number of distinct batches, and therefore the volume of S1 and S2 activity.

S5 — Secondary use for research and sustainability reporting (anticipated, not specified)

Purpose. Use of Use Case data for research, sector statistics or sustainability reporting beyond the transaction that generated it.

Not specified. The scenario is anticipated but has no agreed design. Two points determine how it would work.

First, **secondary use is a purpose**, and purposes are set by each Data Provider in its own Data Contribution Terms of Use. No Steering Committee decision and no majority can extend a Data Provider's permitted purposes to cover it.

Second, **model training requires positive permission**. Where secondary use would involve training or developing models on the data, that permission must be given expressly.

S6 — Consumer-facing verification (anticipated, not specified)

Purpose. Allow a consumer to verify a published statement about a product — typically by following an identifier on the product to the substantiation behind it.

Not specified. Two constraints shape it.

Publication rules — what may appear in a public statement, and at what level of aggregation — are a Reserved Matter. **Source data must not be reconstructible from published figures**, and where a figure relates to a lot from a single identifiable farm, publication requires that farm's permission.

Adding, activating and changing scenarios

Action	Decision required
Activate S4	Ordinary Steering Committee decision
Activate S3(a)	Reserved Matter, after the gate conditions are met
Specify and activate S5 or S6	Amendment to this Appendix; a material adverse change requires two-thirds of all Representatives. S6 additionally engages the publication rules Reserved Matter
Add a scenario not listed	Amendment to this Appendix
Remove a scenario	Amendment to this Appendix

Adding a scenario does not of itself permit any data to be used for it. Each Data Provider decides whether its permitted purposes extend to the new scenario.

4.2 Out of scope

- **Joint selling** — the marketing of members' grain by a group. Belongs to a producer organisation, a structure under CMO Articles 152 or 209, or an *osuuskunta*.
- Animal production and non-grain crops.
- Financial, subsidy and taxation data, unless added by Steering Committee decision.
- The commercial terms of grain sale contracts.
- Consumer personal data and retailer loyalty data.

4.3 Geographic and temporal scope

Finland. [●] harvest seasons from [●], renewable. Cross-border extension requires a Steering Committee decision and review of the dispute resolution provisions, which assume EU enforcement.

4.4 Resources and the binding constraint

The binding constraint is **farm-side capacity** — time, skills and equipment. The design must not assume more of an individual farmer than a working farm can supply.

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5. Value, compensation and costs

5.1 Value proposition

Value from verified data is captured along the chain, not at one point. A farmer may charge more for grain arriving with verifiable quality and environmental data; a cooperative may do the same for an aggregated lot; a processor may charge more for a finished product, or may need the data to satisfy its own reporting obligations. Machinery, telematics and FMIS providers gain demand for precision-farming features. Service Providers receive service revenue. Research organisations receive defined secondary-use access.

5.2 Compensation

1. Data is provided **free of charge by default**; compensation applies only where positively stated in the applicable Data Contribution Terms of Use.
2. Data is always free of charge where the Data Act or other applicable law so requires.
3. Where Data is used to create Derived Material to be **commercialised to Third Parties**, the applicable Data Contribution Terms of Use **must** include provisions on revenue distribution and on permissions for future Data Contributions used for that purpose.
4. No Party may condition the purchase of grain on the surrender of data rights beyond what this Rulebook requires.

Constitutive Agreement clauses 8 and 9.

5.3 Costs and the tariff

Joint maintenance and administration costs — including data space membership costs where such services are used — are **borne by the use case lead**, which **charges all Parties, proportionately to their position**.

Basis of charge: consumption of substantiation — data products consumed, and statements or reports supported. Charges are non-discriminatory between Parties in comparable positions. **The lead**

charges on a cost-recovery basis and applies no margin, with annual reconciliation and surplus carried forward.

Each Party bears its own costs of connection, licences, integration and testing; these are not joint costs. Where every Party funds its own systems, the joint cost base may be limited to coordination.

The tariff is **Appendix 5**. A change to it is an amendment, to which the right to object and terminate in 9.5 attaches. Amounts are unset at this stage.

Constitutive Agreement clause 7; Appendix 5.

5.4 Success measures

Indicator	Target
Parties, by category	[●]
Grain lots with completed data-based indicators	[●] per season
Lots traceable to field and batch	[●]
Realised price differential for lots with verified attributes	[●]
Share of participating farmers reporting the effort as proportionate	[●]

6. Data, permissioning and control

6.1 Data Contribution groups

Group	Contents	Typical Data Provider
G1 — Farm production data	Field operations, machine and implement data, fuel use, drying data, agronomic history, soil properties, field boundaries, input use	Farmer, via FMIS, machinery systems or contractor
G2 — Batch quality and traceability data	In-line and laboratory quality measurements, variety and species, batch identifiers, electronic grain passport	Farmer, contractor, laboratory, buyer
G3 — Logistics and transaction data	Field logistics, delivery consignments, origin and destination, volumes, seller and buyer, sales lot descriptions	Farmer, contractor, transport provider, broker
G4 — Derived indicators	Environmental and quality indicators at field, batch, lot and product level	Calculation Service Provider, or the Party on whose instruction the calculation is performed

Weather, satellite imagery and market price data **obtained from third-party providers** are **external reference sources**, not Data Contributions, and those providers are not Parties. Where such data is an input to a critical calculation, the provenance warranty in 7.3 applies.

Imagery or sensor data **captured by or for a Party** — drone flights, in-field sensors, machine-mounted instruments — is farm-originated and is a Data Contribution in G1, not an external reference source. The distinction is origin, not data type.

6.2 Critical Data

Each data product carries, in Schedule 1 to the applicable Data Contribution Terms of Use, a flag indicating whether it is **Critical Data** — data on which reliance is placed for a public statement, a quality label, or a regulatory report. The category is not confined to consumer-facing claims.

The flag attaches on provision, so a Data Provider knows at the moment of sharing which standard applies. The **specification** applying to a Critical Data product is stated in the same Schedule.

6.3 Derived Material

Tier	Example	Treatment
Source data	Fuel consumption for a field operation	Data
Derived indicator	An environmental or quality figure for consignment X	Derived Material
Published statement or report	A figure shown to a consumer, or reported to a regulator	Not a data-sharing object; governed by section 7 and by consumer and reporting law

Rights in Derived Material sit with the Party generating it, **except that a Party performing a combination, refinement or processing operation on another's instruction provides a service and does not thereby acquire rights in the output**. The applicable Data Contribution Terms of Use state which applies.

Restrictions on the use and redistribution of Derived Material must be **expressly stated** in the applicable Terms; under the model's default, redistribution to any Third Party is permitted unless specifically prohibited, and restrictions attaching to the Data do not carry across. **Silence therefore permits unrestricted redistribution and is not permitted for Derived Material that is or may become Critical Data.**

Where Derived Material is to be commercialised to Third Parties, the applicable Terms **must** address revenue distribution and permissions for future Data Contributions. The trigger is commercialisation beyond the purposes of the Use Case, or provision to Third Parties for consideration; providing an indicator relating to a lot to the buyer of that lot, and passing indicators along the chain so a Party may satisfy its own reporting obligations, are purposes of the Use Case and do not engage it.

Data must not be reconstructible from published figures. Where Derived Material relates to a lot from a single identifiable farm, publication requires that farm's permission.

Constitutive Agreement clause 8.

6.4 Permissioning

1. **The farmer controls farm-originated data.** Sharing requires a permission granted by the farmer or other Data Rights Holder, which they can inspect, limit by purpose and duration, and withdraw prospectively.
2. **Permitted purposes are set by the Data Provider** in the applicable Data Contribution Terms of Use. They are not determined by the Steering Committee, by any instrument of the Use Case, or by any majority of the Parties.
3. Permissions are recorded in machine-readable form and are auditable by the Data Rights Holder.

4. Withdrawal operates **prospectively**. It does not affect transactions already completed, statements already substantiated, or reports already filed.
5. **Model training requires positive permission.** A Data User may apply robotic process automation for the permitted purposes, but may not use Data to train, fine-tune or otherwise develop machine learning models or artificial intelligence systems unless the Data Provider expressly permits it. Absent permission, nothing derived from the Data may be retained in a model beyond the permitted purposes. This inverts the model's default and may be reversed by Steering Committee decision.
6. Where data is generated by a connected product, this Rulebook does not restrict the user's statutory rights under the Data Act.
7. Where the Data Provider is not the Data Rights Holder, the Data Provider warrants that it holds the necessary permissions.
8. A permission request that would result in disclosure to a public authority must comply with the transparency obligation in 3.6.

Data Contribution Terms of Use template, sections on Purposes and Permissioning.

6.5 Personal data

Some Parties and Data Rights Holders are natural persons, and some data can be linked to identifiable individuals. The default is that Parties disclosing or receiving Data are **individually and separately controllers**, processing on their own behalf, unless a written data processing agreement provides otherwise. Controller and processor roles per group, legal bases, and any joint-controller arrangements are set out in [●] and must be completed before signature.

6.6 Competition-law design specification for S3(a)

S3(a) involves actual or potential competing sellers sharing forward and realised volume and quality information. The Use Case proceeds on **self-assessment**, the default regime under Regulation 1/2003. A **written self-assessment** is maintained as an annex.

Design specification, to be implemented and verified before activation:

- aggregation performed by the Service Provider supplying infrastructure as technical aggregator; no Party sees another Party's raw position — applying to the use case lead in its capacity as group manager notwithstanding its office;
- a minimum of [●] contributors per aggregate;
- no single contributor above [●] per cent of an aggregate;
- no current or forward price data;
- voluntary participation;
- no restriction on a farmer selling independently.

The Service Provider carries its own exposure in respect of exchanges between competitors and is to be consulted on these parameters rather than instructed.

Procedural safeguard. The parameters adopted must be recorded and justified in the written self-assessment, and completion of that self-assessment is a precondition to the Reserved Matter decision activating S3(a).

6.7 The Data Contribution Terms of Use template

Data Contribution Terms of Use are prepared from a published template which each Data Provider adapts. Clauses are tiered:

Tier	Treatment
Core	Not modifiable — permissioning; the model-training position; the mandatory Derived Material provisions; the Critical Data provisions; the no-falsification obligation; the personal data default; verification
Default	Modifiable, with the change recorded in the deviation register
Free	Provider sets — purposes, restrictions, fees, revenue shares, duration

Schedule 1 carries the Data Contribution Description, per-data-product Critical Data flags and specifications. **Schedule 1A** provides standard specifications for common measurements using Finnish conventions — *kosteus*, *valkuainen*, *hehtolitrapaino*, *tuhannen jyvän paino*, *sakoluku*, *roskapitoisuus*, *vihreät jyvät*, *lajitteluaste* — each with unit, reference method, routine method, calibration requirement, reporting basis and required metadata. Sampling follows SFS-EN ISO 24333 unless otherwise stated.

Constitutive Agreement clause 9; Data Contribution Terms of Use template.

6.8 Infrastructure services, provider eligibility and continuity

A Party holding the role of **Service Provider supplying infrastructure** must be a data intermediation services provider registered under the Data Governance Act, and must notify the Steering Committee if that status changes. This imports the Article 12 regime — structural separation, no repurposing of intermediated data, no bundling, fair and non-discriminatory access, and reasonable continuity — by reference.

The functions the Use Case relies on, and their classification as intermediation or Article 12(e) value-adding services, are to be listed with input from the Service Provider. The classification determines what may lawfully be bundled and what a successor provider would have to replicate.

Retention and hand-over. The Use Case is federated: the Service Provider does not hold the Data, but holds the permission records and transaction logs, which are the provenance backbone of every statement already substantiated. The Service Provider must retain them for no less than the period during which a statement or report substantiated by them may be challenged, and on termination of its role for any reason must hand them over to the use case lead or a successor in machine-readable, documented form, without conditioning hand-over on payment of sums not already due or on taking any other service. These obligations survive.

Constitutive Agreement clause 13.

Function	Classification	Notes
[●]	[Intermediation / Art. 12(e) value-adding]	[●]
[●]	[Intermediation / Art. 12(e) value-adding]	[●]

7. Data quality, substantiation and liability

Fixed point. Liability to consumers and public authorities for a misleading statement or an inaccurate regulatory report falls on the Party making it. No allocation between Parties changes that.

7.1 Standard

Critical Data carries a **conformity-to-specification** warranty: the Data Provider warrants that the data was produced in accordance with the specification recorded in Schedule 1 — method, instrument, calibration, timing, units, metadata completeness. This is a process warranty, not an outcome warranty; it does not warrant that a measurement is accurate.

A separate **no-falsification obligation** is strict and stands outside every cap and exclusion.

All other data is provided on the baseline "as is" terms.

7.2 Allocation by role

Role	Obligation
Farmer / contractor	Source data conforms to specification; no falsification
Laboratory / measuring party	Conformity to stated method and calibration
Machinery / FMIS provider	Faithful transmission — data not altered in transit or processing
Service Provider supplying infrastructure	Log and permission integrity; no alteration; retention and hand-over
Calculation Service Provider	Methodology correctly applied, version identified, arithmetic correct; provenance of external inputs. **Not responsible for the accuracy of inputs provided to it**
Party making a statement or report	The statement or report itself: its wording, and that it is supported by the substantiation received

7.3 Methodology and provenance

Calculation methodology is documented, versioned and available to all Parties, and every indicator is accompanied by the methodology version identifier.

Provenance warranty for external inputs. Where an indicator draws on an external reference source, the Calculation Service Provider warrants that it used the named source, version and retrieval timestamp recorded in the methodology. A warranty of provenance, not of the accuracy of data the provider does not control.

Licence. The developer of the methodology grants all Parties a non-exclusive, royalty-free, irrevocable licence to use it for Use Case purposes, surviving the developer's withdrawal and termination of the Use Case.

7.4 Correction and retraction

A Party discovering an error in Critical Data notifies the Service Provider supplying infrastructure and the affected Data Users without undue delay. A retraction procedure maintained by the Steering Committee applies. A corrected figure does not retrospectively render prior sales improper.

7.5 Exclusions and caps

1. Regulatory fines and penalties, product recall and withdrawal costs, loss of profit and reputational loss are **excluded between Parties and borne by the Party making the statement or report**.

2. The exclusion does not apply to falsification, wilful misconduct or gross negligence.
3. Caps are defined by the Parties in the applicable Data Contribution Terms of Use. Where none is agreed, the **default cap** in Appendix 4 applies. A **protective ceiling** applies to Parties below a stated size and cannot be contracted around; any Party may accept higher exposure for itself. Amounts are reviewed annually and revisable by Reserved Matter decision.
4. GDPR Article 82 liability is unaffected by any cap.
5. **Insurance:** [●] — no standard farm policy covers data-related liability; this bears on the level of the default cap.

Constitutive Agreement clauses 10 and 11; Appendix 4 section 4.

7.6 Verification

Any Party that has paid for, or places reliance on, Critical Data may verify it by sample-based third-party verification and by access to permission and transaction logs. The right follows payment and reliance rather than position in the chain: where a farmer or cooperative charges a premium for grain accompanied by verifiable data, the buyer is paying for an attribute and may check it, and the same applies at each subsequent step.

There is no right of physical inspection of a farm or other premises. This is narrower than the audit rights the model gives a Data Provider, because it is exercised in the opposite direction.

7.7 Apportionment

Where a lot combines data from several sources and one input is non-conforming, recoverable direct losses are apportioned **pro rata by volume contributed**.

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8. Shared assets and the quality label

The Use Case has **no legal personality** and holds no registered mark. No Party acquires any right in a future label merely by participating. Each Party makes its own statements under its own brand and on its own account.

Standstill and pre-emption. No Party may register, alone or with a Third Party, any sign consisting of or confusingly similar to the name, mark or visual identity of the Use Case or of any label, indicator or scheme developed within it, without a prior Reserved Matter decision. A registration obtained in breach must be assigned on request at the registrant's cost. Survives withdrawal for [three] years.

Path to a vehicle. Triggers: a label used by more than one Party; a need to contract with or pay a verification body; a need to hold funds or licensing revenue collectively; a Third Party attempting to register a conflicting mark. Formation is a Reserved Matter. The vehicle must be capable of holding the mark, open to Parties on non-discriminatory terms, and must publish its criteria for use of the label.

Origin is not part of the intended claim, so both a **certification mark** (open scheme; proprietor must not trade in the certified goods) and a **collective mark** (use restricted to members of an association) remain available. The deciding criterion is who is intended to display the label.

Constitutive Agreement clause 12.

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9. Governance

> Governance is set out in full in **Appendix 4**, which follows the model's Governance Model template. This section summarises.

9.1 Principle

Governance is deliberately light. The Use Case is a working arrangement, not an institution, and has one body, one office and one decision procedure with two thresholds.

9.2 The Steering Committee

The Steering Committee is the ultimate decision-making body. It comprises **all Parties**, each appointing one Representative with one vote; the Parties may resolve by Reserved Matter to constitute it as a subset. The **use case lead is Chair** ex officio. A **Secretary** is selected, who may not be a Representative.

Ordinary meetings are held at least every [twelve] months, extraordinary meetings on request, with at least one face-to-face meeting a year. **Written procedure is available in addition**, with the same effect. A Representative may appoint a substitute or proxy to attend and vote.

9.3 Decisions

The Steering Committee strives for consensus. Failing consensus, an ordinary decision is taken by [1/2] of Representatives present at a quorate meeting; quorum is the Chair plus [2/3] of Representatives. The Chair has a casting vote, not exercised where the Chair abstains.

Reserved Matters require **two-thirds of all Representatives**: amendments to the Constitutive Agreement, the General Terms and Conditions or the Governance Model, and material adverse changes to this Appendix; and:

1. Changes to publication rules
2. Changes to the Derived Material commercialisation framework
3. Adoption of a label, or formation of a vehicle to hold one
4. Termination or sunsetting of the Use Case
5. Change of the use case lead
6. A decision to join a data space
7. Election of a Steering Committee subset
8. Activation of S3(a), subject to prior completion of the written self-assessment

Accession is approved by [a majority] of the Steering Committee, or by two-thirds of all Representatives where it would introduce a new class of Data User.

Where a decision is taken in writing, **non-response counts as abstention and never as consent**. A Representative **abstains** on matters concerning its Party's own appointment, performance, access, charges or alleged breach; where mandatory abstention would make a Reserved Matter incapable of passing, the threshold is two-thirds of all Representatives entitled to vote on that matter.

9.4 Matters the Steering Committee does not decide

The purposes for which Data may be used, and the restrictions, fees, revenue shares and duration applying to a Data Contribution, are for the Data Provider alone. No decision of the Steering Committee and no majority of the Parties can extend them.

9.5 Amendment, objection and exit

Amendments are made by Steering Committee decision rather than by written consent of all Parties.

Right to object. A Party may terminate its participation where a decision to amend **would materially affect its rights or obligations**. The objection and termination must be notified in writing **to the Steering Committee within fourteen days** of the Party becoming aware of the decision. The right applies to Reserved Matters, to ordinary decisions, and to changes to Appendix 5. The amendment proceeds notwithstanding the objection.

This is the formulation in the model's Governance Model template, adopted as an express derogation from the General Terms and Conditions, which state a wider right — any amendment, no time limit, effect on notice. The derogation is recorded in Constitutive Agreement clause 17. **Three of the model's four elements are adopted**; the fourth, effect within thirty days, is not.

Protection is therefore by **exit rather than veto**, which is why the Reserved Matters list is short. The exit is narrower than the model's default: it is available on material amendments, and it must be used promptly.

Timing of exit. Exit by a Party, whether on objection or on any other ground, takes effect at the **end of the current harvest season** or on expiry of [●] months' notice, whichever is later, so that in-flight transactions complete and statements and reports already made are not stranded. A Party may object promptly; it leaves at the end of the season.

Termination for material breach is not seasonal. A Party whose participation is terminated for material breach does not remain in the Use Case until the end of the season.

Obligations that survive. Termination does not relieve the Party of its obligations in respect of Data Contributions already made, or of statements and reports already substantiated in reliance on its Data.

Continued use of Data after departure. A departing Party may continue to use Data it received before termination, but only for the purposes permitted by the applicable Data Contribution Terms of Use when it received the Data, and it remains bound by every restriction in those Terms — including permissioning, the restrictions on Derived Material, and the position on model training. The entitlement does not extend to Data received after notice was given, and it does not apply where participation is terminated for material breach.

9.6 Dispute resolution

Expert determination is a mandatory first step for four factual questions: whether data conformed to its specification; whether the calculation methodology was correctly applied; whether a valid permission was in place; and whether logs show what a Party asserts. Liability, quantum, apportionment, whether a statement was misleading, contract interpretation, and the **adequacy** of a specification are excluded — the expert decides what happened, the court decides what it means. Where an expert finds data conformed to a specification that is nonetheless inadequate, the finding is reported to the Steering Committee.

Appointment is from a standing roster, failing which by [●], which must not be a Party. The determination is binding on technical findings, issued within 30 days extendable to 60, confidential, and subject to a fee cap set annually. The requesting Party pays unless non-conformity is found. Disputes below [€2,000] are determined by the Chair or borne equally.

Thereafter: escalation to the Steering Committee, then mediation, then the **District Court of Helsinki**. There is no arbitration. Governing law is Finnish.

Constitutive Agreement clause 18.

9.7 Order of priority

1. Mandatory law
2. Use Case Constitutive Agreement
3. Accession Agreements
4. Data Contribution Terms of Use and Schedules
5. General Terms and Conditions
6. Other appendices in numerical order

This follows the model's order, with mandatory law added at the head. Any provision of the Data Contribution Terms of Use purporting to give those terms priority over the Constitutive Agreement or its Appendices has no effect.

A Party that is also a member of a data space complies with that framework in respect of that membership; it does not govern the internal affairs of this Use Case. Where a Party cannot comply with both, it notifies the Steering Committee, which may amend, or the Party withdraws.

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10. Documentation, versioning and language

10.1 Language

During the project, work proceeds in **English**, and the English text is authoritative. At operationalisation, material is translated into **Finnish and Swedish**, and from the tagged release designated the operational version the **Finnish text prevails**. The Finnish text is legally reviewed before it becomes authoritative; responsibility and budget are allocated in advance [●].

Founding Parties include individual farmers, so translation is required at **founding**.

> **Open.** A Swedish-speaking Party signing the Swedish text is bound by the Finnish. The position on a materially misleading translation is not settled.

10.2 Versioning and repository

Maintained in a **versioned repository**. Each release is tagged; a Party is bound to the **specific tagged release** cited in its Accession Agreement. The tagged release is authoritative; PDFs and other renderings are copies. **Repository write access is administrative only and confers no authority to amend.** Each release is archived with a permanent identifier.

	Contents
Public — CC BY 4.0	General Terms and Conditions; Data Contribution Terms of Use **template**; Constitutive and Accession Agreement templates; this Description; Governance Model; deviation register
Private	Completed Data Contribution Terms of Use; List of Parties (Appendix 3); Tariff (Appendix 5); competition-law self-assessment

10.3 Deviation register

Records each departure from the **Sitra model v3.0** and the reason, and modifications to Default-tier clauses of the Data Contribution Terms of Use template.

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11. Terminology

This Rulebook	Sitra v3.0	Note
Data Contribution	Dataset	Chosen departure; "contribution" describes what a Party does, "dataset" a static object
Data Contribution Terms of Use	Dataset Terms of Use	Follows the above
Critical Data	—	New category; the model assumes data is shared "as is"
Use case lead	—	New office; the model's Operator is a data-space infrastructure role
Service Provider	Service Provider / Operator	The model distinguishes these; this Rulebook uses Service Provider for both, having no data-space layer
Data User, Data Provider, Data Rights Holder, Permission, Permissioning, Derived Material, Representative, Steering Committee	Same	Unchanged

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12. The instrument set, and where each provision takes effect

Constitutive Agreement, with Appendix 1 this Description · Appendix 2 General Terms and Conditions · Appendix 3 List of Parties · Appendix 4 Governance Model · Appendix 5 Tariff · Code of Conduct if adopted. **Separate instruments:** Accession Agreement · Data Contribution Terms of Use template, with Schedule 1 Data Contribution Description and Schedule 1A standard specifications. **Supporting documents:** Rolebook · deviation register · competition-law self-assessment · retraction procedure · expert roster · standard short-form adviser release.

Matter	Instrument
Description, scope, scenarios	This Appendix
Order of priority; independence and optional accession	Constitutive Agreement cl. 3, 4
Flat membership; public authorities	Constitutive Agreement cl. 5
Use case lead — office, review, conflicts	Constitutive Agreement cl. 6; Appendix 4 s. 3
Cost allocation and basis of charge	Constitutive Agreement cl. 7
Tariff, cost recovery, billing	Appendix 5
Derived Material — rights, generation on instruction, mandatory commercialisation provisions	Constitutive Agreement cl. 8
Template tiering; purposes set by Data Provider	Constitutive Agreement cl. 9;

Matter	Instrument
	template
Critical Data warranty; no falsification; verification	Constitutive Agreement cl. 10; template
Liability exclusions, caps, apportionment	Constitutive Agreement cl. 11; Appendix 4 s. 4
Standstill and pre-emption; methodology licence	Constitutive Agreement cl. 12
Service Provider eligibility, retention, hand-over	Constitutive Agreement cl. 13
Steering Committee, decisions, Reserved Matters, registers	Appendix 4
Term, amendment, objection, exit timing	Constitutive Agreement cl. 15; Appendix 4 s. 2.7
Language, versioning, publication	Constitutive Agreement cl. 16
Consolidated derogations	Constitutive Agreement cl. 17
Expert determination, dispute resolution, governing law	Constitutive Agreement cl. 18
Accession, roles held, version acceded to	Accession Agreement
Permitted purposes, model training, restrictions, fees, revenue shares, duration	Data Contribution Terms of Use
Data Contribution Descriptions, Critical Data flags, specifications	Schedule 1
Standard specifications for common measurements	Schedule 1A
Role definitions, obligations and conflicts	Rolebook

13. Open items

#	Item	Status
1	Identity of the interim use case lead and the Founding Parties	Open
2	Insurance; default cap and protective ceiling amounts	Parked
3	Competition-law self-assessment annex	Drafting task
4	Institutional fallback appointer for expert determination	Open
5	Personal data controller mapping per Data Contribution group	Open; required before signature
6	Service inventory (6.8); retention period and hand-over window	Awaiting Service Provider input
7	Whether the service is a *data processing service* under the Data Act	To verify
8	Position on a materially misleading translation; Swedish signatories	Open
9	Responsibility and budget for legal review of the prevailing Finnish text	Open
10	Aggregation parameters for S3(a)	Open; requires Service Provider input
11	Notice period for exit; meeting intervals; quorum and ordinary-decision fractions	Open
12	Tariff amounts, cost base composition, charging period	Deliberately unset

#	Item	Status
13	Whether charging units are measurable from Service Provider logs	To confirm
14	Standard numbers and trade bases in Schedule 1A, against current VYR recommendations	To confirm
15	Whether admission introducing a new class of Data User is ordinary or reserved	Open

Sources

Model: Sitra, *Rulebook model for a fair data economy*, version 3.0, Part 2 Templates (February 2025).

Project material: Data4Food2030 D3.5; Data4Food2030 UC1 book chapter draft; AgriFood Rulebook case study V3; OurData rulebook workshop deck, 13 January 2026. Insights drawn from related agrifood work including CEADS and Potato-X.

Legislation and standards: Directive (EU) 2024/825; Regulation (EU) 2023/2854; Regulation (EU) 2022/868, Arts. 11–12; Regulation (EU) 2016/679, Art. 82; Regulation (EU) 2017/1001, Arts. 74–82, 83–93; Regulation (EU) No 1308/2013, Arts. 152, 209, 210a; Council Regulation (EC) No 1/2003; Directive (EU) 2019/1024; Implementing Regulation (EU) 2023/138. SFS-EN ISO 712, 520, 3093, 5223, 7971-3, 12099, 20483, 24333.