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APPENDIX 2 — GENERAL TERMS AND CONDITIONS

Premium Grain Chain (PGC) Use Case Appendix 2 to the Use Case Constitutive Agreement Version: 0.4
Date: 25 August 2026

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1. Adoption

1.1 The General Terms and Conditions applying to the Use Case are those published in **Sitra, *Rulebook model for a fair data economy*, version 3.0 en, February 2025, Part 2 Templates**, under the heading *General Terms and Conditions*.

1.2 Those terms are **adopted as published**, subject only to:

(a) the terminology substitutions in section 3; and
(b) the derogations agreed in clause 17 of the Constitutive Agreement.

1.3 The published text is bound into this Rulebook as issued by Sitra and is **not retyped, restated or paraphrased**. Where this Appendix and the published text differ, the published text governs, save as to the substitutions and derogations above.

> **Why adoption rather than reproduction.** The General Terms and Conditions are the one part of the model intended to be taken unchanged, with every change recorded instead as a derogation in the Constitutive Agreement. A retyped copy invites edits that never reach the deviation register, and prevents comparison with other use cases that have adopted the same terms. Pinning the published text keeps “unchanged” verifiable.

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2. Version pinning

2.1 The adopted version is identified as follows. A Party accedes to the Rulebook release identified in its Accession Agreement, and thereby to the version of the General Terms and Conditions identified in that release.

Field	Entry
Publication	Sitra, *Rulebook model for a fair data economy*
Version	3.0 en
Date	February 2025
Part	Part 2 — Templates
Section	General Terms and Conditions
Source URL	[●]
File name and checksum of the copy bound in	[●]
Licence under which the model is published	[●] — to confirm

2.2 A change to the adopted version is an amendment to this Appendix and is decided under Appendix 4. Adopting a later version of the model is not automatic.

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3. Terminology substitutions

3.1 In the adopted text, the following substitutions apply throughout. They change vocabulary only, and no substitution is intended to alter the meaning or effect of any provision.

In the adopted text	Read as	Note
Data Space	**Use Case**	PGC is a use case, not a data space
Data Space Participant	**Party**	
Member	**Party**	
Founding Member	**Founding Party**	
Dataset	**Data Contribution**	
Dataset Terms of Use	**Data Contribution Terms of Use**	
Dataset Description	**Data Contribution Description**	
Operator	**Service Provider supplying infrastructure**	The Use Case has no data-space layer, and merges the model's Operator and Service Provider roles. Where the adopted text imposes obligations on the Operator, they apply to the Service Provider supplying infrastructure
Data Space Governance Authority	**Steering Committee**	
Accession Agreement, Constitutive Agreement, General Terms and Conditions	unchanged	
Data Provider, Data User, Third Party Data User, Data Rights Holder, Permission, Permissioning, Derived Material, Confidential Information,	unchanged	

In the adopted text	Read as	Note
Affiliate		

3.2 References in the adopted text to appendices of the Constitutive Agreement are read as references to the appendices listed in the Constitutive Agreement.

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4. Section map of the adopted terms

4.1 The adopted text comprises the following sections. This map exists so that cross-references in the other instruments can be checked, and so that the conflict register in section 6 is complete.

#	Section	Cross-referred from
1	Applicability, scope and governance — including the order of priority, and the requirement that derogations be agreed in the Constitutive Agreement	Constitutive Agreement cl. 3, 17
2	Definitions	throughout
3	Role-specific responsibilities — Data Provider, Service Provider, Data User, Operator	Rolebook; Constitutive Agreement cl. 10
4	Redistribution of Data	Data Contribution Terms of Use
5	Derived Material and its redistribution	Constitutive Agreement cl. 8
6	Processing and redistribution of personal data	Appendix 1 §6.5
7	General responsibilities	—
8	Data security, protection and management — including removal and return of Data	Constitutive Agreement cl. 8.6
9	Subcontractors	—
10	Fees and costs — free-of-charge default; allocation of joint costs	Constitutive Agreement cl. 7, 9.4
11	Confidentiality	Constitutive Agreement cl. 15.6
12	Intellectual property rights	Constitutive Agreement cl. 12
13	Data protection	Appendix 1 §6.5
14	Termination and validity — including the objecting Party's right to terminate, **derogated from by Constitutive Agreement cl. 15.3**	Constitutive Agreement cl. 15; Appendix 4 §2.7
15	Liability	Constitutive Agreement cl. 11
16	Force majeure	—
17	Audit	Constitutive Agreement cl. 10.8; Rolebook §4
18	Applicable laws and dispute resolution	Constitutive Agreement cl.

#	Section	Cross-referred from
		18
19	Other provisions — including amendment by written consent of all Parties	Constitutive Agreement cl. 15.2
20	Notices	Constitutive Agreement cl. 19

To be completed. The adopted text uses automatic clause numbering that is not preserved in all renderings. **Clause numbers must be read from the published document and inserted** here and in clause 17 of the Constitutive Agreement, which presently cites the adopted text by heading.

5. Derogations

5.1 The derogations from, and additions to, the adopted text are set out in **clause 17 of the Constitutive Agreement**. They are not repeated here.

5.2 In summary, and without altering clause 17:

Adopted section affected	Effect
Applicability, scope and governance	Order of priority adopted, with mandatory law added at the head; the contrary priority clause in the Data Contribution Terms of Use template disapplied
Termination and validity	Three derogations. (i) The objecting Party's right to terminate replaced by the narrower Governance Model formulation as to three elements — materiality test, fourteen-day window, notice to the Steering Committee; the thirty-day effect is not adopted and seasonal timing applies instead, save on termination for material breach. (ii) A cure period is introduced before termination for material breach, where the breach is capable of remedy. (iii) Continued use of Data received before termination is limited under the express hook in the adopted text
Derived Material and its redistribution	Express restrictions mandatory for Critical Data; revenue distribution and prospective permission provisions mandatory on commercialisation to Third Parties
Data security, protection and management	Exclusion of Derived Material from removal and return disapplied to the extent the Data Contribution Terms of Use expressly provide
Role-specific responsibilities; liability	Conformity-to-specification warranty for Critical Data; strict no-falsification obligation
Fees and costs	Joint costs borne by the use case lead and charged to all Parties by consumption of substantiation, on a cost-recovery basis, in place of equal shares
Other provisions	Amendment by Steering Committee decision in place of written consent of all Parties
Audit	Supplemented by verification rights for a Party paying for or relying on Critical Data
Applicable laws and dispute resolution	Expert determination, then Steering Committee and mediation, then the District Court of Helsinki. No arbitration

5.3 Except as set out in clause 17 of the Constitutive Agreement, the adopted text applies unamended.

6. Conflict check register

6.1 Before execution, each provision of the adopted text is checked against the other instruments, and any conflict is either resolved or recorded as a derogation in clause 17. The check is recorded here.

#	Adopted section	Checked against	Result	Date	By
1	Applicability, scope and governance	Constitutive Agreement cl. 3	[●]	[●]	[●]
2	Definitions	All instruments; Appendix 1 §11	[●]	[●]	[●]
3	Role-specific responsibilities	Rolebook; Constitutive Agreement cl. 10	[●]	[●]	[●]
4	Redistribution of Data	Data Contribution Terms of Use	[●]	[●]	[●]
5	Derived Material and its redistribution	Constitutive Agreement cl. 8	[●]	[●]	[●]
6	Processing and redistribution of personal data	Appendix 1 §6.5; Data Contribution Terms of Use	[●]	[●]	[●]
7	General responsibilities	—	[●]	[●]	[●]
8	Data security, protection and management	Constitutive Agreement cl. 8.6, 13	[●]	[●]	[●]
9	Subcontractors	Rolebook §6, §7	[●]	[●]	[●]
10	Fees and costs	Constitutive Agreement cl. 7; Appendix 5	[●]	[●]	[●]
11	Confidentiality	Constitutive Agreement cl. 15.6; cl. 18.9	[●]	[●]	[●]
12	Intellectual property rights	Constitutive Agreement cl. 12	[●]	[●]	[●]
13	Data protection	Appendix 1 §6.5	[●]	[●]	[●]
14	Termination and validity	Constitutive Agreement cl. 15; Appendix 4 §2.7	[●]	[●]	[●]
15	Liability	Constitutive Agreement cl. 11; Appendix 4 §4	[●]	[●]	[●]
16	Force majeure	—	[●]	[●]	[●]
17	Audit	Constitutive Agreement cl. 10.8	[●]	[●]	[●]
18	Applicable laws and dispute resolution	Constitutive Agreement cl. 18	[●]	[●]	[●]
19	Other provisions	Constitutive Agreement cl. 15.2, 20	[●]	[●]	[●]
20	Notices	Constitutive Agreement cl. 19	[●]	[●]	[●]

6.2 **Known items for the check**, arising from the drafting to date:

#	Item
1	*Termination and validity* — objection right, and the section as a whole. **Checked in full against the published text.** Four findings, all now addressed in the Constitutive Agreement: the displaced paragraph is named expressly (cl. 15.3); notice to the Steering Committee is stated to satisfy the requirement to notify the Parties, with onward transmission by the use case lead (cl. 15.3(b)); seasonal timing is excluded from termination for material breach (cl. 15.4a); and the entitlement to continue using Data received before termination is settled under the express hook in the adopted text (cl. 15.7a). Two further derogations recorded: the cure period in cl. 15.5, and the limits on continued use in cl. 15.7a

#	Item
2	The *Audit* section gives extensive rights to a Data Provider, including access to premises and interviewing personnel. Confirm this is not read as extending to verification under Constitutive Agreement cl. 10.8, which is deliberately narrower and runs in the opposite direction
3	The *Derived Material* section permits redistribution to any Third Party unless specifically prohibited. Confirm the Data Contribution Terms of Use template's mandatory express-restriction requirement operates without conflict
4	The *Role-specific responsibilities* section addresses the Operator. Confirm each Operator obligation is appropriate to the Service Provider supplying infrastructure under the substitution in 3.1
5	Confirm no provision of the adopted text conflicts with the model-training position in the Data Contribution Terms of Use template
6	Confirm the definition of Derived Material in the adopted text accommodates the three-tier treatment in Appendix 1 §6.3

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7. Open items

#	Item
1	Source URL, file name and checksum of the copy bound in (2.1)
2	Licence under which the model is published, to be confirmed and recorded (2.1)
3	Clause numbers to be read from the published document and inserted here and in Constitutive Agreement clause 17 (4.1)
4	Completion of the conflict check register (6.1), including the six known items at 6.2