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APPENDIX 4 — GOVERNANCE MODEL

Premium Grain Chain (PGC) Use Case Appendix 4 to the Use Case Constitutive Agreement Version: 0.5 **Date:** 25 August 2026 **Adapted from:** Sitra, *Rulebook model for a fair data economy*, version 3.0, Governance Model [Template] **Supersedes:** v0.4 of 25 August 2026

> This Appendix follows the model template's structure and wording as closely as the Use Case allows. Departures are marked ▲ and consolidated at the end. [●] marks an unresolved fact.

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1. GENERAL PROVISIONS

1.1 The Use Case is established by the Constitutive Agreement, which is signed by the Parties. This Appendix describes the Governance Model of the Use Case.

1.2 The purpose of the Governance Model is to define the procedures and mandates for managing the Use Case and any related changes during its life cycle.

1.3 The Constitutive Agreement includes, as Appendix 3, a List of Parties setting out the Parties and the contact details of their representatives. The List of Parties must be updated upon the accession of new Parties, the termination of incumbent Parties, and any change of contact details.

▲ 1.4 Governance of the Use Case is deliberately light. Nothing in this Appendix creates a legal person, a partnership or an agency between the Parties.

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2. STEERING COMMITTEE

2.1 General

The Steering Committee is the ultimate decision-making body of the Use Case. Its purpose is to facilitate collaboration between the Parties and to organise the administration of the Use Case appropriately on a

strategic level. The Steering Committee also decides on matters that may have a significant financial or risk impact on the Parties.

2.2 Primary functions

The Steering Committee is established to ensure the coordination of, and any decision making related to, the Use Case's business or its legal, technical or ethical matters. It is responsible for preparing any changes required to ensure that the Use Case continues to fulfil its purpose and meets the applicable requirements.

The Steering Committee is authorised to prepare any changes to the Constitutive Agreement or any of its Appendices, and to approve new Parties in accordance with the accession criteria defined in the Constitutive Agreement. It is also authorised to approve new Data Contributions and Data Contribution Terms of Use where such approval is required.

▲ 2.3 **Matters the Steering Committee does not decide**

The purposes for which Data may be used are not a matter for the Steering Committee. They are set by each Data Provider in its own Data Contribution Terms of Use, and no decision of the Steering Committee and no majority of the Parties can extend them.

The Steering Committee likewise does not decide the restrictions, fees, revenue shares or duration applying to a Data Contribution, which are matters for the Data Provider.

2.4 Composition, meetings and organisation

Each Party appoints one representative to serve on the Steering Committee (the "**Representatives**").

▲ The **use case lead** serves as chairperson (the "**Chair**") by virtue of its office under clause 6 of the Constitutive Agreement. The Chair leads the Steering Committee meetings or appoints a Representative to lead a meeting in the Chair's stead.

The Steering Committee will select a **Secretary**. The Secretary cannot simultaneously serve as a Representative.

Each Representative 1) should strive to be present or represented at all meetings; 2) **may appoint a substitute or a proxy to attend and vote at any meeting**; and 3) must participate in the meetings in the spirit of cooperation.

The Chair must convene an ordinary meeting of the Steering Committee at least once every **[twelve (12) months]**. The Chair must convene an extraordinary meeting at any time upon the written request of the Chair or any Representative. Before scheduling an extraordinary meeting, the Chair or the requesting Representative must send an email summarising the issue at hand and whether it is time sensitive.

Meetings can be held or attended as video or teleconference calls when the Chair considers it necessary. The Steering Committee must annually hold at least one face-to-face meeting.

▲ **Written procedure.** In addition to meetings, the Chair may put any matter to the Representatives for decision in writing, on the notice periods in section 2.6. A decision taken in writing has the same effect as a decision taken at a meeting.

2.5 The Secretary

The Secretary coordinates matters related to the duties of the Steering Committee. In particular, the Secretary is responsible for:

- preparing Steering Committee meetings, proposing and preparing agenda items, composing the minutes and monitoring implementation of decisions;
- keeping the Constitutive Agreement and all of its Appendices updated and available;
- collecting, reviewing for consistency, and submitting any necessary documents and specific requests made in relation to the Steering Committee's duties;
- coordinating and administering the day-to-day matters of the Steering Committee;
- promptly transmitting documents and notifications related to the Use Case to any Party concerned;
- providing, upon request, the Parties with official copies or originals of documents in the sole possession of the Secretary where necessary for a Party to present a claim;
- ▲ maintaining the registers listed in section 5.

The Secretary is not entitled to act or make legally binding declarations on behalf of any Party or of the Use Case, unless explicitly stated otherwise in the Constitutive Agreement or duly authorised by all Parties. The Secretary must not seek to expand its role beyond the tasks specified in this Appendix.

> ▲ **Note.** The Secretary may not be a Representative, but may be a person provided by the use case lead who is not itself appointed as that Party's Representative.

2.6 Meeting agenda

At each meeting, the topical issues affecting the Use Case will be reviewed using an agenda outline that is not limited to the following.

Introductory items: introductions including any invited attendees; review of the agenda; minutes of the last meeting; review of action points arising from previous meetings.

Ongoing matters: approval of changes to the Constitutive Agreement and its Appendices; approval of new Parties; approval of new Data Contributions and Data Contribution Terms of Use; operational and technical status of the Use Case; any change requests; acceptance of change request deliverables and monitoring of timelines; outstanding issues, open action points and conflicts; ▲ the registers in section 5; consideration of other relevant items; review and summary of actions; next meeting; closing.

Notice periods. Ordinary decisions: **[14] days**. Reserved Matters: **21 days**, with the further notice required by 2.7.

2.7 Quorum and decisions

Quorum. A meeting constitutes a quorum when the Chair or the Chair's representative and at least **[2/3]** of the Representatives or their representatives are present.

Consensus. The Steering Committee strives to work on the basis of achieving a consensus. The Steering Committee will vote on decisions concerning the Use Case, if necessary. The Chair will have the casting vote.

Ordinary decisions. In the event that the Steering Committee is not able to achieve a consensus, a proposal supported by at least a majority of **[1/2]** of the Representatives present at the meeting will be adopted as the Steering Committee's decision.

Amendments and Reserved Matters. Any amendment to the Constitutive Agreement, to Appendix 2 – General Terms and Conditions or to this Appendix 4, as well as any change to Appendix 1 – Description of the Use Case with material negative impact on any of the Parties, must be agreed upon by a majority of **2/3 of all Representatives**.

▲ The same majority of 2/3 of all Representatives applies to the following **Reserved Matters**:

1. Changes to publication rules — what may appear in a public statement, and at what level of aggregation
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 that the Use Case shall join a data space
7. Election of a Steering Committee subset under 2.9
8. Activation of scenario S3(a), which may not be decided until the written competition-law self-assessment is complete and records and justifies the aggregation parameters adopted

Accession. New Parties may join the Use Case by signing an Accession Agreement, and their accession must be approved by **[a majority]** of the Steering Committee. ▲ Where the accession would introduce a new class of Data User, approval requires a majority of **[2/3]** of all Representatives.

▲ **Non-response and abstention.** Where a decision is taken in writing, non-response counts as abstention and never as consent, and accordingly does not count towards a threshold. Where fewer than one third of all Representatives have responded to a notice of a Reserved Matter by the date given, the Chair issues a further notice allowing a further **[14] days** before the vote is counted.

▲ A Representative **shall abstain** on any matter concerning its Party's own appointment, performance, access, charges or alleged breach. This applies in particular to the use case lead on its own appointment, performance or tariff; the Service Provider supplying infrastructure on its own appointment or performance; a public authority that is a Party on its own access; and any Party on an allegation of its own breach. Where abstention under this paragraph would make a decision requiring 2/3 of all Representatives incapable of passing, the threshold is 2/3 of all Representatives **entitled to vote on that matter**. Where the Chair must abstain, the casting vote is not exercised.

Objection and termination. Where the decision of the Steering Committee to amend the Constitutive Agreement would materially affect the rights or obligations of a Party objecting to such amendment, the objecting Party will be entitled to terminate the Constitutive Agreement by notifying the Steering Committee thereof in writing within **fourteen (14) days** after the objecting Party becomes aware of the Steering Committee's decision.

▲ **Seasonal timing applies to exit by a Party.** Whether a Party leaves on objection under the preceding paragraphs or withdraws on any other ground, the termination takes effect at the **end of the current harvest season**, or on expiry of **[●] months** from the notice, whichever is later, so that transactions in progress may complete and statements and reports already made are not stranded.

▲ **Termination for material breach is not seasonal.** Where the Steering Committee terminates a Party's participation for material breach under clause 15.5 of the Constitutive Agreement, the termination takes effect as provided there and in the General Terms and Conditions. A Party terminated for breach does not remain in the Use Case until the end of the season.

▲ The termination takes effect at the **end of the current harvest season**, or on expiry of **[●] months** from the notice, whichever is later. The thirty-day effect in the model's template does **not** apply. Termination under this paragraph does not relieve the terminating Party of its obligations in respect of Data Contributions already made, or of statements and reports already substantiated in reliance on its Data.

▲ This right applies to Reserved Matters as well as ordinary decisions, and to a change to Appendix 5 – Tariff. The amendment enters into force notwithstanding the objection, unless the Parties who agreed it have agreed a later date.

> ▲ **Note on the model.** The model contains two different objection rights. The **General Terms and Conditions** give a Party a right to terminate wherever the Parties have agreed an amendment process other than written consent of all Parties, with no materiality test, no time limit, notice to the other Parties, and effect on submission of that notice. The **Governance Model template** — the formulation reproduced above — applies a materiality test, a fourteen-day objection window, notice to the Steering Committee, and effect within thirty days.
>
> Under the model's own order of priority the General Terms and Conditions rank **above** the other Appendices, of which this Governance Model is one. The narrower right in this Appendix could not therefore displace the wider right in the General Terms and Conditions of its own force.
>
> **The position adopted for this Use Case:** the narrower right applies as to **three of its four elements** — the materiality test, the fourteen-day window and notice to the Steering Committee — having been **adopted as an express derogation in clause 15.3 of the Constitutive Agreement**, which is where the model requires a derogation from the General Terms and Conditions to be agreed. **The fourth element, effect within thirty days, is not adopted.** Seasonal timing applies to every exit, whatever its ground.

2.8 Subcommittees

The Steering Committee may authorise a subcommittee and/or the chair of a subcommittee to explore a specific issue. The Steering Committee appoints the chairs of subcommittees and their members, and defines their rules of procedure.

Subcommittee chairs may attend Steering Committee meetings when the Chair considers it necessary. A subcommittee chair is responsible for disclosing all pertinent information learned at Steering Committee meetings to the members of that subcommittee.

All subcommittees must operate under full consensus. Where a consensus cannot be reached, the subcommittee chair must escalate the issue to the Steering Committee for final resolution, and it will be added to the agenda of the upcoming meeting or of a newly scheduled extraordinary meeting depending on whether it is time sensitive. Once the Steering Committee has decided, its decision is actionable, and the Chair informs the subcommittee chair.

2.9 Composition alternatives

▲ The Parties may resolve, by a majority of 2/3 of all Representatives, that the Steering Committee shall comprise a subset of the Parties rather than all of them. Any such resolution must state the size of the subset, the method and term of election, and how its composition reflects the categories of Party.

2.10 Invited attendees

Representatives may invite necessary and appropriate persons to attend any Steering Committee meeting, and such persons are considered to have been "in attendance". The Chair decides whether the attendance of

an invitee is necessary and appropriate. An invitee who is not from a Party's organisation must sign a non-disclosure agreement, unless waived by the Chair. It is the responsibility of the Chair to ensure that the invitee can be proven to be bound by a confidentiality obligation before joining the meeting.

2.11 Conflicts

Any dispute, controversy or claim arising out of or relating to the Use Case, or the breach, termination or validity of the Constitutive Agreement, must first be escalated to the Steering Committee. The Parties must strive to resolve any such conflict in good faith at the Steering Committee.

▲ This is subject to clause 18 of the Constitutive Agreement, under which certain factual questions about data must first be referred to **expert determination** before escalation to the Steering Committee.

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3. ▲ THE USE CASE LEAD

3.1 The use case lead holds office under clause 6 of the Constitutive Agreement and serves as Chair.

3.2 **Operational authority.** The use case lead conducts operational matters without reference to the Steering Committee, including day-to-day administration and dealings with the Service Provider supplying infrastructure within the approved Tariff.

3.3 **Review.** The appointment is reviewed at the first commercial season. The Chair shall place the review before the Steering Committee. If the review is not concluded, the use case lead continues in office until replaced by a majority of 2/3 of all Representatives; the office does not fall vacant.

3.4 **Vacancy.** If the use case lead resigns or ceases to be a Party, the Steering Committee shall appoint a successor by a majority of 2/3 of all Representatives within **[60] days**. Pending appointment, the Parties shall by ordinary decision designate one of their number to convene business.

3.5 **Reporting.** The use case lead reports to the Steering Committee at least annually on the operation of the Use Case, the costs incurred and recovered, and the registers in section 5.

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4. ▲ LIABILITY CAPS

4.1 **Default cap.** Where the applicable Data Contribution Terms of Use do not provide otherwise, the liability of a Party under the Constitutive Agreement in respect of any one event, and in aggregate in any twelve-month period, shall not exceed **[●]**.

4.2 **Protective ceiling.** In respect of a Party whose [annual turnover / annual receipts from the Use Case] is below **[●]**, liability shall not exceed **[●]**. This ceiling may not be varied to that Party's detriment by any other agreement, though a Party may accept a higher limit in respect of itself.

4.3 The Steering Committee reviews these amounts annually and may revise them by a majority of 2/3 of all Representatives. A revision does not apply to a claim already notified.

4.4 Neither cap applies to falsification, wilful misconduct or gross negligence, or to liability that cannot be limited under mandatory law.

Open. The amounts are unresolved and depend in part on whether insurance covering data-related liability is available to the Parties.

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5. ▲ REGISTERS AND STANDING RESPONSIBILITIES

5.1 The Secretary maintains, under the direction of the Steering Committee:

Register or instrument	Content
List of Parties (Appendix 3)	Parties, roles, Representatives, contact details
Tariff (Appendix 5)	Charges and the basis of charge
Deviation register	Each departure from the model and the reason; modifications to Default-tier clauses of the Data Contribution Terms of Use template
Competition-law self-assessment	The S3(a) design rationale and the aggregation parameters adopted
Expert roster	Named experts for determinations under clause 18 of the Constitutive Agreement, with their fields
Conflicts record	Abstentions and proxies
Retraction procedure	The documented procedure applying on discovery of an error in Critical Data
Data Contribution Terms of Use template	With clauses designated Core, Default and Free
Standard short-form adviser release	For releases to advisers as Third-Party Data Users

5.2 **Expert fee cap.** The Steering Committee sets a cap on an expert's fees under clause 18.8 of the Constitutive Agreement and reviews it annually.

5.3 **Specifications.** Where an expert reports that data conformed to a specification that is nonetheless inadequate for the purpose it serves, the Steering Committee shall consider the report and may amend the specification.

5.4 **Repository.** The use case lead maintains the versioned repository, tags releases, and archives each release with a permanent identifier. Write access is administrative only and confers no authority to amend any instrument.

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6. Departures from the model template

#	Model	This Appendix	Section
1	The Steering Committee selects the Chair	The use case lead is Chair ex officio	2.4
2	Ordinary meeting at least every three months	At least every [twelve] months, with written procedure available in addition	2.4
3	Decisions taken at meetings	Written procedure expressly permitted, with the same effect	2.4, 2.7

#	Model	This Appendix	Section
4	2/3 of all Representatives for amendments	Retained, and extended to eight further Reserved Matters	2.7
5	Accession approved by a majority of the Steering Committee	Retained, with 2/3 where a new class of Data User is introduced	2.7
6	Silent on non-response	Non-response counts as abstention, never consent; further notice where response is low	2.7
7	Silent on conflicts of interest	Mandatory abstention, with the denominator adjusted so a decision cannot be made impossible; Chair's casting vote suspended where the Chair abstains	2.7
8	Termination effective within thirty days	Effective at the end of the harvest season or on expiry of notice, whichever is later	2.7
9	Objection right applies to amendments materially affecting a Party	Retained here; noted that the General Terms and Conditions provision is wider and is not displaced. Extended to changes to the Tariff	2.7
10	Silent on matters outside the Committee's competence	Purposes of use, and the terms of a Data Contribution, are for the Data Provider alone	2.3
11	Silent on the composition alternative	Express power to constitute the Committee as a subset of Parties	2.9
12	No use case lead role	Office, operational authority, review, vacancy and reporting	3
13	Silent on liability caps	Default cap and protective ceiling, reviewed annually	4
14	Secretary's duties listed	Retained, with maintenance of the registers added	2.5, 5
15	Conflicts escalated to the Steering Committee first	Retained, subject to mandatory expert determination for certain factual questions	2.11

7. Open items

#	Item
1	Interval between ordinary meetings (2.4); notice periods (2.6, 2.7)
2	Quorum fraction (2.7)
3	Ordinary decision majority — 1/2 or 2/3 of those present (2.7)
4	Accession approval majority, and whether approval by Data Providers is additionally required as the model contemplates (2.7)
5	Default cap, protective ceiling threshold and amount (4.1, 4.2)
6	Notice period for exit (2.7)
7	Time to fill a vacancy in the office of use case lead (3.4)
8	Who serves as Secretary