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PGC USE CASE CONSTITUTIVE AGREEMENT

Premium Grain Chain (PGC) Use Case Version: 0.7 — working draft for founding-party review **Date:** 25 August 2026 **Based on:** Sitra, *Rulebook model for a fair data economy*, version 3.0, Part 2 Templates **Supersedes:** v0.6 of 25 August 2026

> Placeholders: `[●]` marks an unresolved fact. `[bracketed text]` marks a choice still to be made. Departures from the model are marked ▲ and consolidated in clause 17.
>
> **Language on data.** This Agreement does not speak of *owning* data. Parties **have and exercise rights** over data.

PARTIES

#	Party	Business ID	Address
1	[●]	[●]	[●]
2	[●]	[●]	[●]
3	[●]	[●]	[●]
4	[●]	[●]	[●]
5	[●]	[●]	[●]
6	[●]	[●]	[●]
7	[●]	[●]	[●]
8	[●]	[●]	[●]

▲ **Roles are not assigned here.** A Party's roles — Data Rights Holder, Data Provider, Data User, Service Provider — follow from what it does in a given transaction and from the Data Contribution Terms of Use it enters into. They change from one transaction to the next, and a Party may hold several at once. The Rolebook sets out what each role entails. The two **offices** of the Use Case are appointed separately: the use case lead under clause 6, and the Service Provider supplying infrastructure under clause 13.

each a "**Party**" and together the "**Parties**" or the "**Founding Parties**".

APPENDICES

No.	Appendix
1	Description of the Use Case
2	General Terms and Conditions
3	List of Parties and Contact Details
4	Governance Model
5	Tariff ▲
6	Code of Conduct [if adopted]

Annexes (not appendices; maintained by the Steering Committee): competition-law self-assessment; deviation register.

1. BACKGROUND AND PURPOSE

1.1 The Finnish grain value chain generates data across many actors and systems that do not interoperate. As a result, environmental and quality statements about grain-based products cannot be substantiated at lot level, farmers cannot evidence practices they have carried out, and buyers carry risk for statements they cannot trace to source and lack the upstream data their own reporting obligations require.

1.2 The Parties wish 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 — whether for commercial statements, for a quality label, or for regulatory reporting.

1.3 The purposes, scope, scenarios, roles and data of the Use Case are described in **Appendix 1**.

1.4 This Agreement establishes the Use Case as a contractual arrangement between the Parties. **The Use Case is not a legal person and has no legal personality.**

1.5 This Agreement adapts the Sitra *Rulebook model for a fair data economy*, version 3.0, to a use case whose purpose is substantiation. It does not make the Use Case part of any data space; clause 4 governs that question.

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2. DEFINITIONS

2.1 Capitalised terms have the meanings given in the General Terms and Conditions (Appendix 2), except as set out below.

2.2 In this Agreement:

Critical Data means a data product flagged as critical in its data product description in accordance with Appendix 1 section 6.2, being data on which reliance is placed for a public statement, a quality label, or a regulatory report.

▲ **Data Contribution Terms of Use** means the terms on which a Data Provider makes a Data Contribution available, prepared from the template referred to in clause 9. *(The model refers to these as Dataset Terms of Use; the change of term is recorded in the deviation register.)*

Derived Material has the meaning given in the General Terms and Conditions, subject to clause 8.

Reserved Matter means a matter listed in Appendix 4 requiring a two-thirds majority.

Service Provider supplying infrastructure means the Party providing intermediation, identity, permissioning, logging and catalogue services to the Use Case.

Steering Committee means the body constituted under Appendix 4.

Use case lead means the Party appointed under clause 6.

2.3 In the event of conflict, terms defined in this Agreement prevail over the same terms defined in the General Terms and Conditions.

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3. THE USE CASE AND ORDER OF PRIORITY

3.1 The Parties establish the Premium Grain Chain Use Case on the terms of this Agreement and its Appendices.

3.2 The scenarios in scope are set out and described in Appendix 1 section 4.1. Scenarios S1, S2 and S2b are in scope from the Effective Date. Scenario S3(a) may be activated only by Reserved Matter decision and only after the conditions in Appendix 1 sections 6.6 and 9.4 have been satisfied. Scenario S4 may be activated by ordinary decision of the Steering Committee.

▲ 3.3 **Order of priority.** In the event of a discrepancy, the following order applies:

1. mandatory applicable law;
2. this Agreement;
3. Accession Agreements;
4. Data Contribution Terms of Use and their Schedules;
5. the General Terms and Conditions;
6. the other Appendices.

▲ 3.4 Clause 3.3 follows the order of priority in the General Terms and Conditions, adding mandatory applicable law at the head of it. Any provision of the Data Contribution Terms of Use, or of any template from which they are prepared, purporting to give those terms priority over this Agreement or its Appendices **has no effect**.

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4. NO EXCLUSIVITY, AND RELATIONSHIP TO DATA SPACES

4.1 This Agreement is not exclusive. A Party may participate in other use cases, data sharing initiatives and data spaces, including in competition with the Use Case.

4.2 The Use Case is self-standing. It does not depend on any data space for its existence, governance, infrastructure or rules.

4.3 A decision that the Use Case shall join a data space is a Reserved Matter. On such a decision, the consequences set out in Appendix 1 section 2.3 apply.

4.4 A Party that is also a member of a data space complies with that data space's governance framework in respect of that membership. That framework does not govern the internal affairs of the Use Case. Where a Party is unable to comply with both, it shall notify the Steering Committee, which may amend this Agreement, failing which the Party may withdraw under clause 15.

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5. PARTIES, ROLES AND ACCESSION

5.1 **Flat membership.** All Parties are members of the Use Case on identical terms. There is no reduced, light or observer category.

▲ 5.2 **Roles are transactional.** A Party's roles follow from what it does in a given data transaction and from the Data Contribution Terms of Use it enters into. A Party may hold more than one role, simultaneously or at different times, and must comply with the obligations attaching to each role it holds in respect of the Data and the transaction concerned. Nothing in this Agreement, in any Accession Agreement or in Appendix 3 fixes a Party's roles.

5.3 A person becomes a Party by executing an Accession Agreement, which incorporates this Agreement and its Appendices as at the tagged release cited in it.

5.4 Admission of a new Party is by ordinary decision of the Steering Committee, save where admission would introduce a new class of Data User, which is [an ordinary decision / a Reserved Matter].

5.5 **Data Rights Holders who are not Parties.** The Parties acknowledge that persons who are not Parties may hold rights over data processed within the Use Case, including farmers contributing through a service provider, landowners, and users of connected products. Their rights apply irrespective of membership, and no decision of the Parties may derogate from them.

▲ 5.6 **Public authorities.** A public authority may be a Party in the role of Data Provider, Data User, or both, without restriction as to data granularity. Data may be provided through the Use Case to an authority to satisfy a Data Rights Holder's own reporting obligation, at that person's initiative and on their permission. No Party shall voluntarily repurpose data obtained through the Use Case for inspection, control or enforcement. A permission request that would result in disclosure to a public authority must state what the authority may do with the data once received. Nothing in this clause purports to restrict a statutory power to obtain information.

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6. THE USE CASE LEAD

6.1 [●] is appointed **use case lead** on an interim basis.

▲ 6.2 The use case lead may be any Party the Parties agree upon. Nothing in this Agreement requires the lead to be a cooperative, a service provider, or any other particular kind of undertaking.

6.3 The use case lead shall:

(a) chair the Steering Committee and convene its business;
(b) conduct operational matters without reference to the Steering Committee;
(c) bear the joint maintenance and administration costs of the Use Case and charge the Parties under clause 7;
(d) act as the named representative legal person of the Use Case where required;
(e) maintain the Appendices and Annexes and the versioned repository under clause 16.

6.4 **Review.** The appointment shall be reviewed at the first commercial season. If the review is not concluded, the use case lead continues in office until replaced by Reserved Matter decision; the office does not fall vacant.

6.5 A change of use case lead is a Reserved Matter.

6.6 **Conflicts.** The use case lead may hold commercial roles, including as farmers' group manager. Where it does, the separation required by Appendix 1 section 6.6 applies to it notwithstanding its office. The use case lead abstains on any decision concerning its own appointment, performance, charges or alleged breach.

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7. COSTS AND THE TARIFF

▲ 7.1 By agreement under the General Terms and Conditions, and in place of allocation in equal shares, joint maintenance and administration costs of the Use Case — including the cost of data space membership where data space services or infrastructure are used — are **borne by the use case lead**.

7.2 The use case lead charges **all Parties** for those costs, proportionately to their position. Charges are **not** allocated in equal shares.

7.3 The basis of charge is **consumption of substantiation**, being data products consumed and statements or reports supported, as further specified in Appendix 5.

7.4 Charges shall be non-discriminatory between Parties in comparable positions.

7.5 For the avoidance of doubt, joint maintenance and administration costs may comprise fees for shared infrastructure, hosting of a shared catalogue or registry, maintenance of shared vocabularies and of the calculation methodology, fees of an independent verification body, data space membership costs, and legal, translation and secretariat costs. **Where each Party funds its own connector, licences, integration and testing, those costs are not joint costs, and the joint costs may be limited to coordination.**

7.6 The tariff is set out in **Appendix 5**. A change to Appendix 5 is an amendment for the purposes of clause 15.3, and the right to object and terminate applies to it.

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8. DERIVED MATERIAL

8.1 Rights to Derived Material belong to the Party generating it, as provided in the General Terms and Conditions.

▲ 8.2 **Generation on instruction.** Where a Party performs a combination, refinement or processing operation on the instruction of, and for, another Party or a Data Rights Holder, it provides a service and does not thereby acquire rights in the resulting Derived Material. The applicable Data Contribution Terms of Use, and the engagement between those Parties, shall state which Party holds rights in the Derived Material.

▲ 8.3 **Restrictions must be express.** The General Terms and Conditions provide that restrictions on the use of Data do not cover Derived Material, that restrictions on Derived Material must be set out expressly in the Data Contribution Terms of Use if at all, and that Parties may redistribute Derived Material to other Parties and to Third Parties unless specifically prohibited. Accordingly, where Derived Material is or may become Critical Data, the applicable Data Contribution Terms of Use **shall** set out expressly the restrictions on its use and redistribution. Silence has the effect of permitting unrestricted redistribution and is not permissible for such Derived Material.

▲ 8.4 **Commercialisation to Third Parties.** Where Data is used to create Derived Material that is to be commercialised to Third Parties, the applicable Data Contribution Terms of Use **must** include provisions on:

(a) distribution of revenue arising from that commercialisation; and
(b) how permissions operate in respect of future Data Contributions used for that purpose.

This requirement is mandatory. Data Contribution Terms of Use that omit it are non-conforming and shall be corrected.

8.5 For the purposes of clause 8.4, "commercialised to Third Parties" means made available to a Third Party for consideration, or otherwise exploited beyond the purposes of the Use Case. **Providing an indicator relating to a lot to the buyer of that lot as part of the transaction, and passing indicators along the chain so that a Party may satisfy its own reporting obligations, are purposes of the Use Case and do not engage clause 8.4.**

▲ 8.6 **Permission control is prospective.** A Data Rights Holder controls the use of its Data by granting or declining permission in respect of future Data Contributions. Derived Material already produced, and statements or reports already made in reliance on it, are not affected by a later refusal of permission. Where the Parties nonetheless wish to provide for the treatment of Derived Material already produced, they shall do so expressly in the applicable Data Contribution Terms of Use, and the exclusion of Derived Material from the obligation to remove or return Data in the General Terms and Conditions does not apply to that extent.

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

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9. DATA CONTRIBUTION TERMS OF USE

9.1 Data Contribution Terms of Use are prepared from a template maintained by the Steering Committee and published under clause 16.

▲ 9.2 Clauses of the template are designated **Core**, **Default** or **Free**:

(a) **Core** clauses may not be modified. They comprise the permissioning provisions, the requirements of clauses 8.3 and 8.4, the Critical Data flag, the no-falsification obligation, and the personal data default.
(b) **Default** clauses may be modified, with the modification recorded in the deviation register.
(c) **Free** clauses are set by the Data Provider, and comprise purposes, restrictions, fees, revenue shares and duration.

9.3 **The purposes for which Data may be used are set by the Data Provider** in the applicable Data Contribution Terms of Use. They are not determined by this Agreement, by the Steering Committee, or by any majority of the Parties.

9.4 Data is provided free of charge unless the applicable Data Contribution Terms of Use provide otherwise, and always free of charge where applicable law so requires.

9.5 No Party shall condition the purchase of grain on the surrender of data rights beyond what this Agreement requires.

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10. DATA QUALITY AND SUBSTANTIATION

▲ 10.1 **Critical Data.** By way of derogation from the General Terms and Conditions, a Data Provider of Critical Data warrants that the data was produced in accordance with the specification recorded in its Data Contribution Description, being the method, instrument, calibration, timing, units and metadata completeness there stated.

10.2 The warranty in clause 10.1 is a warranty of conformity with the specification. It is **not** a warranty that any measurement is accurate.

▲ 10.3 **No falsification.** No Party shall knowingly misstate, falsify or procure the falsification of data. This obligation is absolute and is not subject to any limitation or exclusion of liability in this Agreement.

10.4 Data other than Critical Data is provided on the terms of the General Terms and Conditions without further warranty.

10.5 **Allocation of obligations by role** is as set out in Appendix 1 section 7.2. In particular, the Party applying a calculation methodology is responsible for its correct application and for the provenance of external inputs, and is **not** responsible for the accuracy of inputs provided to it.

10.6 **The Party making a statement bears it.** A Party that makes a public statement or files a regulatory report is responsible for its wording and for satisfying itself that it is supported by the

substantiation it has received. Liability to consumers and public authorities rests with that Party, and nothing in this Agreement transfers it.

10.7 **Correction.** A Party discovering an error in Critical Data shall notify the Service Provider supplying infrastructure and the affected Data Users without undue delay, and the retraction procedure maintained by the Steering Committee applies.

▲ 10.8 **Verification.** A 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. **There is no right of physical inspection of a farm or other premises under this clause**, which is exercised in the opposite direction to the Data Provider's audit rights under the General Terms and Conditions and is correspondingly narrower.

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11. LIABILITY

▲ 11.1 **Excluded and borne by the Party making the statement.** No Party is liable to another Party for regulatory fines or penalties, product recall or withdrawal costs, loss of profit, or reputational loss. As between the Parties, those losses are borne by the Party making the public statement or filing the report.

11.2 Clause 11.1 does **not** apply to falsification under clause 10.3, wilful misconduct, or gross negligence, in respect of which liability is unlimited.

11.3 **Caps.** Liability caps as between particular Parties are as agreed in the applicable Data Contribution Terms of Use. Where none is agreed, the default cap in Appendix 4 applies.

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

11.5 Nothing in this clause limits liability that cannot be limited under mandatory law, including liability under Article 82 of Regulation (EU) 2016/679.

11.6 **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.

11.7 Insurance: [●].

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12. SHARED ASSETS

12.1 The Use Case holds no registered trade mark and no Party acquires any right in any future label by reason of participation.

▲ 12.2 **Standstill and pre-emption.** No Party shall, alone or together with any Third Party, apply to register as a trade mark 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. Any registration obtained in breach shall, on request, be assigned to the person nominated by the Parties, at the registrant's cost. This clause survives a Party's withdrawal for [three (3)] years.

▲ 12.3 **Methodology licence.** The developer of a calculation methodology used in the Use Case grants each Party a non-exclusive, royalty-free, irrevocable licence to use that methodology for the purposes of the Use Case. The licence survives the developer's withdrawal from the Use Case and the termination of this Agreement.

12.4 Adoption of a label, or the formation of a vehicle to hold one, is a Reserved Matter. Any such 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.

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13. THE SERVICE PROVIDER SUPPLYING INFRASTRUCTURE

▲ 13.1 **Eligibility.** A Party holding the role of Service Provider supplying infrastructure must be a data intermediation services provider registered under Regulation (EU) 2022/868, and must notify the Steering Committee without undue delay if that status changes.

13.2 The functions relied upon by the Use Case, and their classification as intermediation services or as value-adding services, are listed in Appendix 1 section 6.8. [To be completed.]

▲ 13.3 **Retention.** The Service Provider supplying infrastructure shall retain permission records and transaction logs for a period no shorter than the period during which a statement or report substantiated by them may be challenged, being [●].

▲ 13.4 **Hand-over.** On termination of its role for any reason, the Service Provider supplying infrastructure shall deliver those permission records and transaction logs to the use case lead or a successor provider, in a machine-readable and documented format, within [●] days. It shall not condition delivery on payment of any sum other than sums already due, nor on the Use Case or any Party taking any other service.

13.5 Clauses 13.3 and 13.4 survive termination of that Party's participation and termination of this Agreement.

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14. GOVERNANCE

14.1 The Use Case is governed by the Steering Committee in accordance with **Appendix 4**.

14.2 The Steering Committee comprises all Parties. The Parties may resolve, by Reserved Matter decision, to elect a subset.

14.3 Ordinary decisions are taken by simple majority of votes cast. Written procedure is the default.

14.4 Reserved Matters require a majority of **two-thirds of all Parties**, in accordance with the Governance Model, on 21 days' written notice, with a mandatory second notice if fewer than one third respond. Non-response counts as abstention and never as consent, and accordingly does not count towards the two-thirds.

14.4a A Party may authorise another Party in writing to cast its vote on a specified matter or generally. An authorisation is notified to the use case lead before the vote and is recorded in the minutes.

14.5 A Party abstains on any matter concerning its own appointment, performance, access, charges or alleged breach.

14.6 For the avoidance of doubt, and notwithstanding clause 14.4, **the purposes for which Data may be used are not a matter for decision by the Steering Committee** and are governed by clause 9.3.

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15. TERM, AMENDMENT, WITHDRAWAL AND TERMINATION

15.1 This Agreement enters into force on [●] (the "**Effective Date**") and continues for [●] harvest seasons, renewable by ordinary decision.

▲ 15.2 **Amendment.** By agreement under the General Terms and Conditions, and in place of amendment in writing signed by all Parties, this Agreement and its Appendices are amended by decision of the Steering Committee under clause 14.

▲ 15.3 **Right to object.** The paragraph of the General Terms and Conditions under *Termination and validity* which entitles a Party objecting to an amendment to terminate, by notifying the other Parties, with effect on submission of that notice, **does not apply**. It is replaced by the following, which adopts the formulation in the model's Governance Model template save as to the timing of effect.

(a) The right arises where a decision of the Steering Committee to amend this Agreement **would materially affect the rights or obligations** of the objecting Party. It does not arise on an amendment that does not.

(b) The objecting Party must notify its objection and termination **in writing to the Steering Committee within fourteen (14) days** after becoming aware of the decision. The right lapses if not exercised within that period. **Notice to the Steering Committee satisfies any requirement in the General Terms and Conditions to give notice of termination to the Parties**; the use case lead shall pass the notice to every Party without undue delay, and shall do so in any event where the Steering Committee is constituted as a subset under Appendix 4.

(c) The termination takes effect at the **end of the current harvest season**, or on expiry of **[●] months** from the date the notice is submitted, whichever is later. The thirty-day effect stated in the model's Governance Model template does **not** apply.

(d) The right applies to Reserved Matters as well as ordinary decisions, and to changes to Appendix 5.

(e) The amendment enters into force notwithstanding the objection, unless the Parties who agreed it have agreed a later date.

▲ 15.3a **Effect on transactions in progress.** Termination under clause 15.3 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. Those obligations survive under clause 15.6.

▲ 15.4 **Timing of withdrawal.** Withdrawal and termination **by a Party**, including under clause 15.3, takes effect at the end of the current harvest season, or on expiry of [●] months' notice, whichever is later, so that transactions in progress may complete and statements already substantiated are not stranded.

▲ 15.4a **Seasonal timing does not apply to termination for material breach.** Termination of a Party's participation under clause 15.5 takes effect as provided in that clause and in the General Terms and Conditions, and not at the end of a harvest season. A Party whose participation is terminated for material breach does not remain in the Use Case until the end of the season.

▲ 15.5 The Steering Committee may terminate the participation of a Party in material breach that is not remedied within [30] days of written notice of the breach. Where the breach is not capable of remedy, or where the Party does not begin to remedy it, the Steering Committee may terminate with immediate effect as provided in the General Terms and Conditions. Where the breach is capable of remedy, the Parties may instead resolve to suspend performance of their obligations until it is remedied, as the General Terms and Conditions permit.

> **Derogation recorded.** The General Terms and Conditions give the Steering Committee a right to terminate a materially breaching Party **with immediate effect**, without a cure period. Clause 15.5 introduces a [30]-day opportunity to remedy. This is a derogation and is recorded in clause 17.

15.6 **Survival.** Clauses 8.6, 8.7, 10.3, 10.6, 11, 12.2, 12.3, 13.3, 13.4, 15.3a, 18 and 19, and the confidentiality provisions of the General Terms and Conditions, survive termination.

15.7 On termination of a Party's participation, permissions granted by it are treated in accordance with the applicable Data Contribution Terms of Use. Statements already substantiated and reports already filed are unaffected.

▲ 15.7a **Continued use of Data received before termination.** The General Terms and Conditions entitle a Party to continue to use Data received before termination, unless otherwise determined in the applicable Data Contribution Terms of Use or agreed in this Agreement, and provide that the clauses governing use of Data remain in force. The Parties agree as follows.

(a) A Party whose participation ends may continue to use Data it received before termination **only for the purposes permitted by the applicable Data Contribution Terms of Use at the time it received the Data**, and remains bound by every restriction in those Terms, including the permissioning provisions, the restrictions on Derived Material and the position on model training.

(b) That entitlement does **not** extend to Data received after the date on which the Party gave notice of termination or objection.

(c) A Party whose participation is terminated for material breach may not continue to use the Data, as provided in the General Terms and Conditions.

(d) [Whether the entitlement in (a) is limited in time, and if so to what period, is to be settled: ●.]

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16. LANGUAGE, VERSIONING AND PUBLICATION

▲ 16.1 During the project phase, the authoritative language of this Agreement and its Appendices is **English**.

▲ 16.2 On operationalisation, this Agreement and its Appendices are translated into **Finnish** and **Swedish**, and from the tagged release designated the operational version the **Finnish** text prevails. The Finnish text shall be legally reviewed before it becomes authoritative; responsibility and cost for that review are allocated to [●].

16.3 A Party is bound to the specific tagged release cited in its Accession Agreement.

▲ 16.4 This Agreement is maintained in a versioned repository. **Write access to that repository is administrative only and confers no authority to amend this Agreement.**

16.5 The General Terms and Conditions, the Data Contribution Terms of Use template, this Agreement in template form, Appendix 1, Appendix 4 and the deviation register are published. Appendix 3, Appendix 5, completed Data Contribution Terms of Use and the competition-law self-assessment are not published.

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17. DEROGATIONS FROM, AND ADDITIONS TO, THE GENERAL TERMS AND CONDITIONS

17.1 The General Terms and Conditions provide that amendments to and derogations from them must be agreed in the Constitutive Agreement in order to be valid. The Parties agree the following, all of which are recorded in the deviation register.

(a) True derogations — provisions of the General Terms and Conditions displaced

#	Model provision	Derogation	Clause
1	Order of priority (*Applicability, Scope and Governance*): Constitutive Agreement → Accession Agreements → Dataset Terms of Use and Schedules → General Terms and Conditions → other Appendices in numerical order	**Adopted substantially as it stands**, with mandatory applicable law added at the head. The only change of substance is that the contrary priority clause in the Data Contribution Terms of Use template is disapplied	3.3, 3.4
2	*Derived Material and its Redistribution* — restrictions on Data do not cover Derived Material; restrictions on Derived Material are express "if any"; Parties may redistribute Derived Material to Third Parties unless specifically prohibited	Express restrictions are **mandatory** for Derived Material that is or may become Critical Data; revenue distribution and prospective permission provisions are **mandatory** where Derived Material is commercialised to Third Parties	8.3, 8.4
3	*Data security, protection and management* — the obligation to remove or return Data does not apply to Derived Materials	Disapplied to the extent the Data Contribution Terms of Use expressly provide for the treatment of Derived Material already produced	8.6
4	*Role-specific responsibilities* and general position that Data is made available without warranty	Conformity-to-specification warranty for Critical Data; strict no-falsification obligation	10.1, 10.3
4b	*Termination and validity* — the Steering Committee may terminate a materially breaching Party with immediate effect	A [30]-day opportunity to remedy is introduced where the breach is capable of remedy	15.5
4c	*Termination and validity* — a Party may continue to use Data received before termination, subject to the Data Contribution Terms of Use	Agreed under the express hook in that provision: continued use is limited to the purposes permitted when the Data was received, does not extend to Data received after notice, and does not apply on termination for material breach	15.7a
4a	*Termination and validity* — an objecting Party may terminate wherever amendment is by a process	Replaced by the narrower formulation in the model's Governance Model template as to three elements — a **materiality test**, a **fourteen-day**	15.3, 15.3a,

#	Model provision	Derogation	Clause
	other than written consent of all Parties, with no materiality test, no time limit for objecting, notice to the other Parties, and effect on submission of notice	window, and notice **to the Steering Committee**. Adopted here expressly, the Governance Model being an Appendix that could not otherwise displace the General Terms and Conditions. **The fourth element, effect within thirty days, is not adopted**: seasonal timing under 15.4 applies to every exit	15.4

(b) Choices the model expressly leaves to the Parties

#	Model default	Choice made	Clause
5	*Fees and costs* — "unless otherwise agreed by Parties", joint costs allocated in equal shares	Otherwise agreed: borne by the use case lead and charged to all Parties by consumption of substantiation	7.1–7.5
6	*Other provisions* — "unless otherwise agreed by the Parties", amendments in writing signed by all Parties	Otherwise agreed: amendment by Steering Committee decision	15.2
7	*Fees and costs* — Data shared free of charge unless otherwise defined	Retained unchanged	9.4
8	Dispute resolution — the template provides for arbitration with the institution, seat and language left blank	Expert determination, then Steering Committee and mediation, then the District Court of Helsinki. No arbitration	18
9	Governance Model template — amendments to the Constitutive Agreement, the General Terms and Conditions and the Governance Model require two-thirds **of all Representatives**	Retained unchanged. The Use Case adopts two-thirds of all Parties, with a 21-day notice period, a mandatory second notice, and written authorisation of another Party to vote	14.4, 14.4a

(c) Additions — matters on which the model is silent

#	Addition	Clause
10	Verification rights for a Party paying for or relying on Critical Data, limited to sampling and logs. Distinct from, and narrower than, the Data Provider's audit rights under *Audit*	10.8
11	Rights in Derived Material generated on another's instruction	8.2
12	Eligibility requirement that the Service Provider supplying infrastructure be a registered data intermediation services provider	13.1
13	Retention and hand-over of permission records and transaction logs	13.3–13.4
14	Standstill and pre-emption on registration of the Use Case name or mark	12.2
15	Methodology licence surviving withdrawal and termination	12.3
16	Tariff as a published appendix, with the right to object attaching to changes	7.6
17	Seasonal timing of withdrawal	15.4
18	Transparency obligation on permission requests resulting in disclosure to a public authority	5.6
19	Core / Default / Free tiering of the Data Contribution Terms of Use template	9.2

17.2 Except as set out in clause 17.1 and elsewhere in this Agreement, the General Terms and Conditions apply unamended.

> **To be completed.** Clause numbers of the model's General Terms and Conditions are to be inserted in the tables above from the numbered original; the references given are to headings.

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18. APPLICABLE LAW AND DISPUTE RESOLUTION

18.1 This Agreement is governed by the laws of Finland, excluding its conflict of laws rules.

▲ 18.2 **Expert determination — mandatory first step.** A dispute concerning any of the following shall first be referred to expert determination:

(a) whether data conformed to the specification recorded in its Data Contribution Description;
(b) whether a calculation methodology was correctly applied, including version, arithmetic and named inputs;
(c) whether a valid permission was in place for a transfer at a given time;
(d) whether logs show what a Party asserts they show.

18.3 The following are **excluded** from expert determination: liability; quantum of loss; apportionment; whether a public statement was misleading; the interpretation of this Agreement; and the adequacy of a specification, as distinct from conformity with it.

18.4 Where an expert finds that data conformed to a specification that is nonetheless inadequate for the purpose it serves, the expert shall report that finding to the Steering Committee.

18.5 **Appointment.** The expert is appointed from a standing roster agreed by the Parties, in rotation or by agreement. Failing agreement, or where the roster is exhausted, the expert is appointed by [●], which shall not be a Party. The expert shall provide a declaration of independence and a conflicts check against each Party to the dispute.

18.6 **Effect.** The determination is binding on the Parties to the dispute as to its technical findings, and may be challenged only for manifest error or procedural unfairness.

18.7 **Timing.** The expert shall issue a determination within 30 days of appointment, extendable once to 60 days, with reasons recorded.

18.8 **Costs.** The requesting Party bears the expert's costs, unless non-conformity is found, in which case the non-conforming Party bears them. The expert's fees are subject to a cap set by the Steering Committee and reviewed annually.

18.9 **Confidentiality.** The expert determination process and its outcome are confidential.

18.10 **De minimis.** Where the amount in dispute is below [€2,000], the matter is determined by the chair of the Steering Committee, or the Parties bear the loss equally; clauses 18.2 to 18.9 do not apply.

18.11 A dispute not resolved under clause 18.2, or excluded from it, shall be escalated to the Steering Committee and then to mediation.

▲ 18.12 A dispute not resolved under clause 18.11 shall be settled by the **District Court of Helsinki** as court of first instance. **There is no arbitration.**

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19. NOTICES

19.1 Notices are given in writing to the contact details in Appendix 3, and are effective on receipt. A Party shall notify changes to its contact details without undue delay.

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20. OTHER TERMS

20.1 No Party may assign this Agreement without a decision of the Steering Committee, save to a successor to the whole of its business.

20.2 Nothing in this Agreement creates a partnership, joint venture or agency between the Parties, nor any obligation to trade with another Party.

20.3 If any provision is held invalid, the remainder continues in effect and the Parties shall replace the invalid provision with one achieving its purpose so far as lawful.

20.4 This Agreement and its Appendices constitute the entire agreement between the Parties as to the Use Case, and supersede prior understandings on that subject.

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21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts and by electronic signature, each of which is an original and which together constitute one instrument.

SIGNATURES

Party	Name	Title	Date	Signature
[●]				

Open items in this draft

#	Item
1	Identity of the use case lead and the other Founding Parties
2	Whether admission introducing a new class of Data User is ordinary or reserved (5.4)
3	Default cap, protective ceiling threshold and amount (11.3, 11.4)
4	Insurance (11.7)
5	Retention period and hand-over window (13.3, 13.4)
6	Term and renewal (15.1); notice period (15.4); cure period (15.5); whether continued use under 15.7a is time-limited (15.7a(d)). The fourteen-day objection window follows the model and is not open
7	Institutional fallback appointer for expert determination (18.5)
8	Responsibility and cost for legal review of the Finnish text (16.2)

#	Item
9	Clause numbers of the model General Terms and Conditions, to be inserted in clause 17
10	Appendix 4 and Appendix 5 to be drafted