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DATA CONTRIBUTION TERMS OF USE — TEMPLATE

Premium Grain Chain (PGC) Use Case Version: 0.2 **Date:** 25 August 2026 **Adapted from:** Sitra, *Rulebook model for a fair data economy*, version 3.0, Dataset Terms of Use [Template]

How to use this template. Each section is marked **[CORE]**, **[DEFAULT]** or **[FREE]**.

- **[CORE]** — do not modify. These clauses are the same in every Data Contribution.
- **[DEFAULT]** — may be modified. Record the modification in the deviation register.
- **[FREE]** — you set these. They are the whole point of the document.

Departures from the model template are marked ▲ and consolidated at the end. [●] marks a field to complete.

DATA PROVIDER

_____ acts as the Data Provider.

SCHEDULES

Schedule	Description
1	Data Contribution Description [no. 1]
2	[●]

Background — [CORE]

The purpose of these Data Contribution Terms of Use is to define the Data that the Data Provider makes available through the Use Case and to set out the terms and conditions for the use of such Data.

Definitions — [CORE]

As used in these Data Contribution Terms of Use, including the Schedules, unless expressly otherwise stated or evident from the context, the following terms have the following meanings; the singular includes the plural and vice versa; and references to Schedules and Sections mean those of these Data Contribution Terms of Use.

Term	Meaning
Data Provider	the entity identified under *Data Provider* above
User	any Data User, Service Provider or Third-Party Data User who processes any Data made available by the Data Provider under these Data Contribution Terms of Use
▲ Critical Data	Data flagged as critical in Schedule 1, being Data on which reliance is placed for a public statement, a quality label, or a regulatory report

Other terms have the meanings defined in the General Terms and Conditions and the Constitutive Agreement.

Applicability and scope — [CORE]

These Data Contribution Terms of Use apply to the Data Contribution(s) provided by the Data Provider under the Constitutive Agreement [dated [●] / as acceded to by the Data Provider under the Accession Agreement dated [●]] and as further defined in Schedule 1.

By using any such Data, the User undertakes to use the Data in compliance with these Data Contribution Terms of Use.

▲ Where a discrepancy arises between these Data Contribution Terms of Use and the Constitutive Agreement or any of its Appendices, **the order of priority in the Constitutive Agreement applies.** Where a discrepancy arises between these Data Contribution Terms of Use and any of their Schedules, these Data Contribution Terms of Use prevail.

Data — [FREE]

The Data, its location and its method of distribution are defined in the Data Contribution Description (Schedule 1).

[CORE] The Data Provider shall ensure that it possesses all necessary rights and authorisations to make the Data available for the use of the other Parties in accordance with the applicable terms and conditions.

Purposes of use of the Data — [FREE]

Subject to these Data Contribution Terms of Use, the Data Provider grants the User a non-exclusive right to use the Data for the following purposes:

> [●] — *set out each permitted purpose. Anything not listed is not permitted. No decision of the Steering Committee and no majority of the Parties can extend this list; it is yours alone.*

Automated processing, machine learning and artificial intelligence — [CORE]

▲ The User is entitled to utilise software robots and other forms of robotic process automation when processing Data for the permitted purposes.

▲ **The User is not entitled to use the Data to train, fine-tune or otherwise develop machine learning models or artificial intelligence systems, unless the Data Provider expressly permits it below.** Absent such permission, the User has no right to retain, in a model or otherwise, anything derived from the Data beyond the permitted purposes.

Express permission for model training *(complete only if you wish to grant it)*

[●] — *state the models or systems concerned, the purposes for which they may be used, whether anything learned may persist after your permission is withdrawn, and any compensation.*

▲ **This reverses the model's default, and the reversal can itself be reversed.** The Sitra template grants the User the right to apply machine learning and artificial intelligence to the Data, and "to learn from the Data and to use any professional skills and experience acquired when processing the Data" — as a default that applies unless struck out. Three consequences follow, none obvious from the wording: it permits training models on farm-originated Data; what a model has learned persists and is not undone by a later withdrawal of permission, which sits awkwardly against the prospective-withdrawal design elsewhere in this Rulebook; and a Data Provider who does not read the clause has granted it.

The Parties have chosen to invert the default, so that model training requires positive permission rather than positive refusal. **This is a policy choice, not a legal necessity.** The Steering Committee may restore the model's wording by amending this Core clause, in which case the change is recorded in the deviation register.

Restrictions on the processing and redistribution of Data — [FREE]

The Data may not be processed for [●].

The Data may not be redistributed to [●].

Permissioning — [CORE]

The Data Provider ensures that an adequate permissioning mechanism is in place so that Data Rights Holders have control over their data to the extent applicable law requires, and Data Users are able to obtain the permissions they need.

▲ Permissions are recorded in machine-readable form and are auditable by the Data Rights Holder.

▲ Withdrawal of a permission operates **prospectively**. It does not affect transactions already completed, statements already substantiated, or reports already filed.

▲ Where a permission would result in disclosure to a public authority, the permission request presented to the Data Rights Holder must state what the authority may do with the Data once it has been received.

Cease of provision of the Data — [DEFAULT]

The Data Provider may cease the provision of the Data by notifying the other Parties at least **[thirty (30) days]** prior to the end of provision of the Data concerned.

Derived Material

What is not Derived Material — [DEFAULT]

The following shall not be considered Derived Material, and the rules relating to the use of Data continue to apply, where:

(i) the Data can be readily converted, reverted or implied from the Derived Material to recreate the Data;
(ii) the Derived Material can be used as a substitute for the Data;
(iii) individual Data Providers or Data Rights Holders can be identified from the Derived Material;
(iv) the Derived Material contains any Data Provider's Confidential Information; or
(v) [●].

For the avoidance of doubt, where a Data Contribution is modified only in minor ways and used to substitute the original, it is not Derived Material and remains subject to the restrictions set out above for the Data.

Rights in Derived Material — [CORE]

▲ Rights in Derived Material belong to the Party generating it. **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.** State below which applies:

> [●] — *identify who holds rights in Derived Material generated from this Data Contribution, and on what basis.*

Restrictions on the use and redistribution of Derived Material — [CORE to state; FREE as to content]

▲ Restrictions on the use and redistribution of Derived Material **must be stated here**. Under the General Terms and Conditions, a Party may redistribute Derived Material to other Parties and to any Third Party unless specifically prohibited, and restrictions attaching to the Data do not carry across of their own accord. **Silence therefore permits unrestricted redistribution, and silence is not permitted where the Derived Material is or may become Critical Data.**

Derived Material may not be used for [●].

Derived Material may not be redistributed to [●].

Commercialisation of Derived Material to Third Parties — [CORE]

▲ Where Data under these Terms is used to create Derived Material that is to be commercialised to Third Parties, this section **must** be completed. Terms that omit it are non-conforming and shall be corrected.

Revenue distribution: [●]

Permissions for future Data Contributions used for that purpose: [●]

"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 this section.

Critical Data — [CORE]

▲ Schedule 1 states, for each data product in this Data Contribution, whether it is **Critical Data**.

Where a data product is flagged as Critical Data:

1. the **specification** applying to it is stated in Schedule 1 — method, instrument, calibration, timing, units and metadata completeness;
2. the Data Provider **warrants that the Data was produced in accordance with that specification**. This is a warranty of conformity with the specification. It is **not** a warranty that any measurement is accurate;
3. the Data Provider shall notify the Users concerned and the Service Provider supplying infrastructure without undue delay on discovering an error, and the retraction procedure maintained by the Steering Committee applies.

▲ **No falsification.** The Data Provider shall not knowingly misstate, falsify or procure the falsification of Data. This obligation is absolute and is not subject to any limitation or exclusion of liability.

Fees and payment terms — [FREE]

The use of Data is subject to fees and charges as further defined in Schedule 1.

[CORE] Data is provided free of charge unless Schedule 1 provides otherwise, and always free of charge where the Data Act or other applicable law so requires.

Reporting — [FREE]

The use of Data is subject to the following specific reporting obligations: [●].

Audit and verification — [DEFAULT for audit; CORE for verification]

The use of Data is subject to the following specific audit obligations: [●].

▲ **Verification.** In addition to the Data Provider's audit rights under the General Terms and Conditions, 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. **There is no right of physical inspection of a farm or other premises.**

Data security — [FREE]

The use of Data is subject to the following specific data security obligations: [●].

Confidential information — [FREE]

The Parties acknowledge that the Data Contribution defined in Schedule 1 includes Confidential Information and that its use and processing is subject to: [●].

Data protection — [DEFAULT]

The Data includes personal data, and its reception and processing is subject to the following: [●].

Unless a written data processing agreement provides otherwise, Parties disclosing or receiving Data act as separate and independent controllers, each on its own behalf.

Intellectual property rights — [FREE]

[The Data Contribution is shared and shall be used in accordance with [●] licence terms.]

Disclaimer and limitation of liability — [CORE]

Unless otherwise expressed in these Terms, the Data Provider offers the Data “as is” and “as available” with no warranty of any kind. The risk inherent in the suitability of the Data for the User’s purposes remains solely with the User.

▲ **This does not apply to Critical Data**, in respect of which the warranty of conformity to specification above applies.

The foregoing does not limit the Data Provider’s liability under the General Terms and Conditions, the *Permissioning* section above, or the Constitutive Agreement, and does not limit the no-falsification obligation.

▲ Liability caps, exclusions and the protective ceiling in the Constitutive Agreement and the Governance Model apply. Where these Terms are silent, the default cap applies.

> **[FREE]** Any cap agreed between the Data Provider and a particular User: [●].

Effects of termination — [DEFAULT]

▲ On cessation of provision of the Data, or termination of the Data Provider’s participation:

- Users shall cease processing the Data, and remove or return it, in accordance with the General Terms and Conditions;
- statements already substantiated and reports already filed are unaffected;
- Derived Material already produced is treated as provided in the *Derived Material* sections above, and where those sections are silent the obligation to remove or return Data does not extend to it;
- [●] any further effects.

Entry into force and application — [CORE]

This right to use the Data enters into force when the User accesses the Data and applies until the User stops processing the Data.

Refraining from sharing Data, and amendments — [DEFAULT]

The Data Provider may refrain from sharing Data within the Use Case, and may change these terms and conditions including the content or quality of the Data Contribution, at any time by notifying all other Parties of such change in writing. The provision of Data will end, or the modified terms will enter into force, within **ninety (90) days** after the Data Provider has notified the other Parties. The amendments will not apply to any Data received by Users before the amendments enter into force.

Other terms — [FREE]

[●]

[CORE] For the avoidance of doubt, these terms and conditions shall in no way restrict rights of users that are based on applicable mandatory law. In the event of any discrepancy between such mandatory law and these terms and conditions, mandatory law prevails.

Applicable law and dispute resolution — [CORE]

These Data Contribution Terms of Use are governed by and construed in accordance with the law defined in the Constitutive Agreement.

Any dispute, controversy or claim arising out of or in relation to these Terms, or their breach, termination or validity, is settled by the dispute resolution mechanism defined in the Constitutive Agreement. ▲ **That mechanism requires certain factual questions about data — including whether Data conformed to its specification — to be referred to expert determination before any other step.**

SCHEDULE 1 — DATA CONTRIBUTION DESCRIPTION [NO. ●]

Field	Entry

Field	Entry
Data Contribution name	[●]
Group (G1 farm production / G2 batch quality and traceability / G3 logistics and transaction / G4 derived indicators)	[●]
Description of content	[●]
Data Rights Holder(s), where not the Data Provider	[●]
Location and method of distribution	[●]
Format, vocabulary and identifiers	[●]
Update frequency and coverage period	[●]
Contains personal data?	[Yes / No]
Fees and charges	[●]

Data products in this Data Contribution

#	Data product	Critical Data?	Specification (if Critical)	Fees
1	[●]	[Yes / No]	[●]	[●]
2	[●]	[Yes / No]	[●]	[●]

▲ **Specification fields for each data product flagged as Critical Data**

Field	Entry
Method	[●]
Instrument or system used	[●]
Calibration requirement and interval	[●]
Timing — when the measurement or record is taken	[●]
Units	[●]
Metadata completeness — fields that must be present	[●]
Retention of supporting records	[●]

SCHEDULE 1A — STANDARD SPECIFICATIONS FOR COMMON MEASUREMENTS

▲ **Not in the model.** These standard specifications exist so that each Data Provider is not drafting from scratch, and so that specifications remain comparable between farms. Where a Data Provider adopts a standard specification, it need only enter the parameter name and any variable fields.

Sampling. Unless otherwise stated, sampling follows **SFS-EN ISO 24333** (*Cereals and cereal products — Sampling*). The specification for any measurement is incomplete without the sampling basis: a correctly measured value from a badly drawn sample is not conforming Data.

Routine instruments. Where a routine instrument is used in place of a reference method — typically NIR — it must be calibrated against the reference method and the calibration must be current. Guidance for NIR use follows **SFS-EN ISO 12099**.

Moisture basis. Every value that depends on moisture must state the basis on which it is reported: as received, at a stated moisture, or on dry matter. A value without a stated basis is not conforming Data.

Kosteus — Moisture content

Field	Standard entry
Unit	% (m/m)
Reference method	SFS-EN ISO 712, oven method
Routine method	Calibrated NIR or capacitance moisture meter, calibrated against ISO 712
Calibration	At least [annually], and after any service or relocation of the instrument. Calibration record retained
Timing	At [intake / after drying / at loading] — state which
Reporting basis	As received
Metadata required	Instrument identifier; calibration date; sampling point; date and time; operator or system identifier
Variable fields	Trade base moisture and any deduction scale — per contract or current VYR recommendation: [●]

Valkuainen — Protein content

Field	Standard entry
Unit	%
Reference method	SFS-EN ISO 20483, Kjeldahl nitrogen, converted to crude protein
Conversion factor	Wheat N × 5.7; barley, oats and rye N × 6.25
Routine method	Calibrated NIR, calibrated against ISO 20483
Calibration	At least [annually], with a check sample at [●] intervals. Calibration record retained
Reporting basis	**State one:** on dry matter, or at [●] % moisture
Metadata required	Instrument identifier; calibration date; conversion factor applied; reporting basis; sampling point; date and time

Hehtolitrapaino — Volume weight

Field	Standard entry
Unit	kg/hl
Reference method	SFS-EN ISO 7971-3
Routine method	Calibrated volume weight apparatus of the type specified in the standard

Field	Standard entry
Calibration	Per manufacturer's instruction, at least [annually]. Calibration record retained
Reporting basis	As received, with moisture at time of measurement stated
Metadata required	Instrument identifier; calibration date; moisture at measurement; sampling point; date and time

Tuhannen jyvän paino (TJP) — Thousand kernel weight

Field	Standard entry
Unit	g
Reference method	SFS-EN ISO 520
Routine method	Counting device or manual count of the number of kernels specified in the standard
Reporting basis	**State one:** as received at stated moisture, or corrected to [●] % moisture
Metadata required	Number of kernels counted; moisture at measurement; reporting basis; sampling point; date and time

Sakoluku — Falling number

Field	Standard entry
Unit	s
Reference method	SFS-EN ISO 3093, Hagberg–Perten
Applies to	Wheat and rye
Calibration	Instrument checked against a reference sample at [●] intervals; altitude correction applied where required by the standard
Metadata required	Instrument identifier; check date; altitude correction applied; number of determinations and whether a mean is reported; sampling point; date and time

Roskapitoisuus — Impurity content

Field	Standard entry
Unit	% (m/m)
Method	Sieving followed by hand sorting, sieve apertures per SFS-EN ISO 5223
Categories	State which categories are counted as impurities: broken kernels, other cereals, foreign seeds, damaged kernels, husk and inert matter — [●]
Metadata required	Sieve apertures used; categories counted; sample mass; sampling point; date and time

Vihreät jyvät — Green kernels

Field	Standard entry
Unit	% of kernels counted
Method	Visual assessment of a counted sample of [●] kernels, against the assessment basis stated below

Field	Standard entry
Assessment basis	[Per contract or current VYR recommendation: ●]
Metadata required	Number of kernels counted; assessment basis applied; assessor or system identifier; sampling point; date and time

Lajitteluaste — Screening / kernel size

Field	Standard entry
Unit	% over sieve
Method	Sieving on slotted sieves, apertures per SFS-EN ISO 5223
Sieve apertures	[●] mm — state each aperture and the fraction reported
Metadata required	Sieve apertures; sieving time and method; sample mass; sampling point; date and time

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▲ **To confirm before use.** Standard numbers and their current versions, and any trade bases, deduction scales and assessment bases, should be checked against the current VYR quality recommendations and the applicable grain trade terms. Trade bases in particular vary by crop, contract and year and are therefore left as variable fields rather than fixed here.

#	Model	This template	Section
1	“Dataset”, “Dataset Terms of Use”	“Data Contribution”, “Data Contribution Terms of Use”	throughout
2	These terms prevail over the Constitutive Agreement and its appendices in case of discrepancy	Removed. The order of priority in the Constitutive Agreement applies. *(The model’s clause contradicts the model’s own order of priority, which places the Constitutive Agreement first.)*	Applicability and scope
3	No concept of critical data	**Critical Data** section: flag in Schedule 1, specification, conformity warranty, correction duty	Critical Data
4	Silent on falsification	Absolute no-falsification obligation, outside every cap	Critical Data
5	“As is, no warranty of any kind”	Retained, but expressly disapplied for Critical Data	Disclaimer
6	Restrictions on Derived Material stated “if any”	**Must** be stated where the Derived Material is or may become Critical Data; the consequence of silence is spelled out	Derived Material
7	Silent on who holds rights where processing is done on instruction	Express provision that a Party processing on another’s instruction provides a service and acquires no rights	Derived Material
8	Silent on commercialisation	Mandatory revenue distribution and prospective permission provisions where Derived Material is commercialised to Third Parties, with the carve-	Derived Material

#	Model	This template	Section
		out for ordinary chain use	
9	Permissioning stated in one sentence	Machine-readable recording, prospective effect of withdrawal, and the public-authority transparency obligation added	Permissioning
10	Audit only	Verification right added for a Party paying for or relying on Critical Data, expressly excluding physical inspection	Audit and verification
11	Silent on controller roles	Separate-controller default stated	Data protection
12	*Effects of Termination* left blank	Completed: statements and reports already made unaffected; Derived Material per the sections above	Effects of termination
13	Fees clause only	Free-of-charge default and the mandatory-law exception stated	Fees
14a	Machine learning default: the User may apply ML/AI and "learn from the Data" unless struck out	**Inverted.** Model training requires the Data Provider's positive permission. Marked Core, and flagged as a reversible policy choice	Purposes of use
14b	No standard specifications	Schedule 1A — standard specifications for eight common measurements, using Finnish conventions	Schedule 1A
14	No clause tiering	**Core / Default / Free** designation on every section	throughout
15	Dataset Description not specified	Schedule 1 structured, with per-data-product Critical Data flags and specification fields	Schedule 1
16	Dispute resolution by reference only	Reference retained, with a pointer to mandatory expert determination	Applicable law

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Open items

#	Item
1	Standard numbers, current versions, trade bases, deduction scales and assessment bases in Schedule 1A, to be checked against current VYR quality recommendations and the applicable grain trade terms
2	Whether *Cease of provision* at thirty days and *Amendments* at ninety days are workable across a harvest season
3	Whether the Creative Commons option the model offers for Derived Material is wanted for any Data Contribution group
4	Whether further measurements should be added to Schedule 1A — germination capacity, mycotoxin results, or others