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PGC ROLEBOOK — USE CASE ROLES

Premium Grain Chain (PGC) Use Case Version: 0.2 **Date:** 25 August 2026 **Scope: Cluster B — use case roles only.** Cluster A (data space governance roles) is outside the scope of this Rulebook and of this Rolebook. **Relates to:** Appendix 1 sections 3 and 7; Constitutive Agreement clauses 5, 8, 10, 11 and 13.

> **No Servicebook.** Service definition, provision and funding belong to the data space level and are not addressed here. Where the Use Case relies on infrastructure services, the eligibility and continuity requirements sit in Appendix 1 section 6.8 and Constitutive Agreement clause 13.
>
> [●] marks an unresolved fact.

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1. How to use this Rolebook

A **role** is a bundle of rights and obligations. An **actor** is a person or organisation. Actors hold roles; roles are not job titles.

Three rules follow, and they resolve most questions about who owes what:

1. **An actor may hold several roles at once.** A farmer is normally a Data Rights Holder, a Data Provider and a Data User simultaneously.
2. **Obligations attach to roles, not to actors.** An actor holding three roles owes the obligations of all three, and may not rely on one role to escape another's obligations.
3. **Roles are per transaction, not per membership.** The same actor may be a Data Provider in one exchange and a Data User in the next. Ask which role an actor holds *in respect of this data, in this exchange*.

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2. The roles

Role	One-line definition
Data Rights Holder	Has rights over data and decides whether it may be shared
Data Provider	Makes data available under Data Contribution Terms of Use
Data User	Receives and uses data under those terms
Third-Party Data User	Receives data but is not a Party to the Rulebook
Service Provider	Provides a service to the Use Case: intermediation, calculation, traceability, analytics
Use case lead	Chairs, coordinates, bears and recovers joint costs, represents

The last is a use case office rather than a data role, but is included because it carries obligations that bear directly on the others.

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3. Data Rights Holder

Definition. An entity, natural or legal, that alone or jointly with others has rights or obligations to grant access to or share particular data.

Who holds it. Farmers, in respect of farm-originated data. Also landowners, contractors, machine operators, and users of connected products. **Some Data Rights Holders are not Parties** — a farmer contributing through a service provider may hold rights without having signed anything.

Rights

- Decide whether data may be shared, and on what terms.
- **Set the permitted purposes.** These are fixed by the Data Provider in the Data Contribution Terms of Use and cannot be extended by the Steering Committee or by any majority of the Parties.
- Limit permission by purpose and duration; withdraw it prospectively.
- Inspect the permissions recorded in their name.
- Be told, before permitting disclosure to a public authority, what that authority may do with the data once received.
- Exercise statutory rights over connected-product data under the Data Act, unaffected by this Rulebook.

Obligations

- Where also a Data Provider, the obligations in section 4.
- None arising from the role alone. **A Data Rights Holder who is not a Party owes nothing under this Rulebook and loses nothing by not signing.**

Limits on their control

- Withdrawal is **prospective**. It does not unwind transactions completed, statements substantiated, or reports filed.
- Its effect on Derived Material already produced depends on what the applicable Data Contribution Terms of Use expressly say.

Protection. Because non-Party Data Rights Holders cannot exit, decisions affecting them are reserved matters.

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4. Data Provider

Definition. A Party that makes a Data Contribution available to others under Data Contribution Terms of Use.

Who holds it. Farmers; contractors; transport providers; laboratories; FMIS, telematics and machinery providers; brokers; buyers, in respect of transaction data; public authorities acting as data sources.

Rights

- Set the terms: permitted purposes, restrictions, fees, revenue shares, duration — the **Free** tier of the template.
- Provide data free of charge, which is the default, or for compensation where stated.
- **Audit** Parties processing its data, under the model's audit provisions — a broad right including access to premises and interviewing personnel.
- Prohibit or condition redistribution of Derived Material — but only expressly.

Obligations

- Where the Provider is not the Data Rights Holder, **warrant that it holds the necessary permissions**.
- Use the published template, leaving **Core** clauses unmodified and recording modifications to **Default** clauses in the deviation register.
- Flag each data product as Critical Data or not, in the data product description.
- For Critical Data, **warrant conformity to the specification** recorded in the Data Contribution Description — method, instrument, calibration, timing, units, metadata completeness.
- Never knowingly misstate or falsify data. Absolute; outside every cap and exclusion.
- Where Derived Material is or may become Critical Data, set restrictions **expressly** — silence permits unrestricted redistribution.
- Where Derived Material is to be commercialised to Third Parties, include revenue distribution and prospective permission provisions. Mandatory.
- Notify errors in Critical Data without undue delay.
- Submit to verification by sampling and logs — **not** to physical inspection.
- Pay charges under the tariff.

What the Data Provider does *not* warrant. That any measurement is accurate. The warranty is about process, not outcome. A calibrated instrument that drifts is not a breach; an uncalibrated one is.

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5. Data User

Definition. A Party that receives and uses data made available by a Data Provider.

Who holds it. Buyers and processors; cooperatives; advisers; brokers; researchers, for defined secondary-use purposes; public authorities receiving data; farmers, in respect of data received from others.

Rights

- Use data for the purposes permitted by the applicable Data Contribution Terms of Use, and no others.
- **Verify Critical Data** it has paid for or relies on, by sample-based third-party verification and access to permission and transaction logs. This right follows payment and reliance, not position in the chain: a buyer paying a premium for grain that arrives with verifiable data is entitled to check the attribute it paid for, and so is each subsequent buyer.
- Hold rights in Derived Material it generates — subject to section 7 where it generates on another's instruction.
- Redistribute Derived Material unless expressly restricted.

Obligations

- Observe the permitted purposes. **This is the central obligation of the role.**
- Observe restrictions on Derived Material where expressly stated.
- Respect withdrawal of permission prospectively.
- Where receiving personal data, act as a separate controller on its own behalf unless a written processing agreement provides otherwise.
- Not repurpose data for inspection, control or enforcement.
- Not condition the purchase of grain on surrender of data rights beyond what the Rulebook requires.
- Pay charges under the tariff.

5a. Data User making a public statement or regulatory report

A Data User that publishes a claim, applies a label, or files a regulatory report takes on further obligations. This is not a separate role but a distinct position, and the consequences are significant:

- **It is responsible for the statement or report** — its wording, and that it is supported by the substantiation received.
- **It bears the excluded losses.** Regulatory fines and penalties, recall and withdrawal costs, loss of profit and reputational loss cannot be recovered from other Parties, save in cases of falsification, wilful misconduct or gross negligence.
- Liability to consumers and public authorities rests with it and cannot be transferred by contract.

Why the role carries this. Not because it captures the value — value from verified data is captured along the whole chain. Because it holds the **control**: it decides whether to publish at all, chooses the wording, and is the only party that can judge whether the evidence it holds supports what it wants to say.

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6. Third-Party Data User

Definition. A person who receives data originating in the Use Case but is not a Party.

Who holds it. Cultivation advisers, who do not participate as Parties. Also downstream customers, and others receiving data released by a Party.

6a. Cultivation advisers

Advisers are **Third-Party Data Users**. They do not accede to this Rulebook.

Two situations must be distinguished, because only one is a release.

	Situation	Treatment
Adviser as agent	The adviser operates the farmer's systems, or handles the farmer's data on the farmer's instruction and for the farmer's purposes	Not a release to a Third Party. The farmer remains the Data Rights Holder and, for personal data, the controller; the adviser acts on its behalf. A written processing arrangement is required where personal data is involved
Adviser as recipient	The adviser receives data to use for its own purposes — benchmarking, its own advisory products, its own analytics	A release to a Third-Party Data User. Back-to-back terms required

Consequence to manage. Where the second situation applies, the releasing Party — usually the farmer — must impose the back-to-back terms and remains answerable for the release. That places a drafting burden on the least-resourced participant.

Recommended mitigation: the Steering Committee maintains a **standard short-form adviser release**, so that a farmer sharing data with an adviser applies a ready form rather than negotiating one. Without it, farmers will either share informally outside the Rulebook or not share at all.

How they are bound. Not by this Rulebook, to which they are not party, but by a **back-to-back commitment** imposed by the releasing Party.

Obligations of the releasing Party

- Impose terms no less protective than those under which it received the data.
- Not release where the applicable Data Contribution Terms of Use prohibit it.
- Remain answerable under the Rulebook for the release.

Watch. The model permits redistribution of Derived Material to any Third Party unless specifically prohibited. For Critical Data this is the route by which control is most easily lost, which is why express restriction is mandatory rather than optional.

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7. Service Provider

Definition. A Party providing a service to the Use Case — intermediation, calculation, traceability, analytics, or infrastructure.

Who holds it. The data intermediation service provider; indicator calculation services; traceability services; FMIS and telematics providers, where providing services rather than data; the cooperative, where providing services to members.

General obligations

- Perform the service as agreed.
- Not use data received in the course of providing a service for its own purposes, save as permitted by the applicable terms.

- Not alter data in transit or processing.

7a. Calculation Service Provider

Obligations

- Apply the methodology correctly: right version, correct arithmetic, named inputs.
- Identify the methodology version with every indicator produced.
- **Warrant provenance of external inputs** — that it used the named source, version and retrieval timestamp recorded in the methodology. A warranty of provenance, not of the accuracy of data it does not control.
- Where it developed the methodology, grant every Party a non-exclusive, royalty-free, irrevocable licence to use it for Use Case purposes, surviving its own withdrawal and termination of the Use Case.

Expressly not responsible for the accuracy of inputs provided to it. Garbage in, garbage out is the Data Provider's exposure, not the calculator's.

Rights in the output. Rights in Derived Material sit with the Party generating it **— but a calculation service engaged by a farmer, cooperative, buyer or authority to calculate on that person's instruction provides a service and does not thereby acquire rights in the output.** Which situation applies must be stated expressly in the applicable terms and in the engagement. Do not assume the party running the software holds the rights.

7b. Service Provider supplying infrastructure

Eligibility. Must be a **data intermediation services provider registered under the Data Governance Act**, and must notify the Steering Committee without undue delay if that status changes. This imports the statutory obligations of neutrality, structural separation, no bundling, fair and non-discriminatory access, and reasonable continuity.

Obligations

- Maintain the integrity of permission records and transaction logs. No alteration.
- **Retain** those records for at least the period during which a statement or report substantiated by them may be challenged.
- **Hand them over** on termination of the role for any reason, machine-readable and documented, within the agreed window — **not conditioned** on payment of sums not already due or on the Use Case taking any other service.
- Act as **technical aggregator** for S3(a), so that no Party sees another's raw position. This applies even where the use case lead is also the farmers' group manager.
- Be consulted on the S3(a) aggregation parameters rather than instructed, since it carries its own exposure in respect of exchanges between competitors.

Survival. Retention and hand-over survive both its own withdrawal and termination of the Use Case.

Abstention. Abstains on decisions concerning its own appointment or performance.

7c. External reference sources are not a role

Weather, satellite imagery and market price data **obtained from third-party providers** are external reference sources. Those providers hold no role under this Rulebook, are not Parties, and owe nothing under it. Data drawn from them is used on their own terms.

Where an indicator relies on such a source, the obligation sits with the **Calculation Service Provider**, which warrants the provenance of the input — the named source, version and retrieval timestamp recorded in the methodology — and not its accuracy.

The boundary is origin, not data type. Imagery or sensor data **captured by or for a Party** — drone flights, in-field sensors, machine-mounted instruments — is farm-originated. The Party capturing or commissioning it is a **Data Provider**, the farmer or other person with rights over it is a **Data Rights Holder**, and it is a Data Contribution in G1. The same satellite-derived index may therefore be an external reference source when bought from a provider, and a Data Contribution when produced by a drone the farmer engaged.

The practical consequence: Party-captured imagery is inside permissioning, inside the Critical Data provisions where it feeds a claim, and inside the verification and retention provisions. Third-party reference data is outside all of them.

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8. Use case lead

Definition. The Party appointed to chair, coordinate and represent the Use Case. An office, not a data role, but its obligations bear on every other role.

Who holds it. [●], interim. **The lead may be any Party the others agree on** — a cooperative, a service provider, a research organisation, a body formed for the purpose. Nothing requires it to be of a particular kind.

Functions

- Chair the Steering Committee and convene its business.
- Conduct operational matters without reference back.
- **Bear the joint maintenance and administration costs**, and charge all Parties proportionately to their position on a consumption-of-substantiation basis, non-discriminatory between Parties in comparable positions.
- Act as named representative legal person where required.
- Maintain the Appendices, Annexes, template and versioned repository.
- Receive and record authorisations to vote.

Constraints

- **Abstains** on its own appointment, performance, charges or alleged breach.
- Where it also acts as farmers' group manager, the S3(a) separation applies to it notwithstanding its office — it sees aggregates, not raw positions.
- Its **tariff is a published appendix**, so changing it is an amendment and the right to object and terminate attaches.
- Repository write access is administrative and confers no authority to amend.

Review. At the first commercial season. If the review lapses, the lead continues until replaced by reserved-matter decision; the office does not fall vacant.

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9. Actor-to-role matrix

Indicative, not exhaustive. An actor's roles depend on what it does in a given exchange.

Actor	Data Rights Holder	Data Provider	Data User	Service Provider	Notes
Farmer	●	●	●		May also be a non-Party Data Rights Holder where contributing through a service provider
Agricultural cooperative / farmers' group		●	●	●	May hold the use case lead office; group manager in S3(a)
Contractor (harvest, drying, logistics)	●	●			Rights holder in respect of its own operational data
Transport service provider		●			
Laboratory / measuring party		●			Conformity to stated method and calibration
Machinery manufacturer	●	●			Data Act relationship with the user
Telematics / FMIS provider		●		●	Data Provider or Service Provider depending on the arrangement
Indicator calculation service				●	Rights in output depend on whether it calculates on instruction
Traceability service				●	
Data intermediation service provider				●	Must be a registered DISP
Grain buyer / processor		●	●		Typically the Party making a statement or report — see 5a
Agricultural trade / grain broker		●	●		
Cultivation adviser			●		**Not a Party.** Third-Party Data User — see section 6
Public authority		●	●		Either as Party or as Third-Party Data User; see Appendix 1 §3.6
Research organisation			●		Defined secondary-use purposes
Weather, satellite,					External reference sources, not

Actor	Data Rights Holder	Data Provider	Data User	Service Provider	Notes
market price providers					Parties
VYR					Facilitating stakeholder, not a Party
Consumers					Not Parties

10. Role conflicts, and how they are handled

Conflict	Handling
Use case lead is also farmers' group manager	S3(a) separation applies notwithstanding office; aggregation by the infrastructure Service Provider; lead sees aggregates only
Use case lead sets charges payable by itself in other roles	Abstention on its own charges; tariff published as an appendix; right to object attaches to changes
Infrastructure Service Provider is also a Party in other roles	Statutory neutrality and separation obligations; may not use intermediated data for other purposes; abstains on its own appointment and performance
Public authority is both Data Provider and Data User	Permitted. Controlled by permissioning, the purpose-and-initiative line, the transparency obligation, and abstention on its own access
A Party is both Data Provider and Data User in the same chain	Normal. Obligations of both roles apply; neither excuses the other
Calculation service both calculates on instruction and on its own account	Terms must state which applies to each engagement; ambiguity resolves against acquiring rights in the output

11. Open items

#	Item	Status
1	Identity of the use case lead and the Founding Parties	Deferred
2	Whether the cooperative will hold the group manager role in S3(a)	Deferred
3	Whether weather, satellite and market price providers remain external in all scenarios	**Closed** — the boundary is origin, not data type. See section 7c
4	Controller and processor mapping per Data Contribution group, per role	Deferred
5	Advisers: Party or Third-Party Data User	**Closed** — advisers do not participate as Parties (section 6a)
6	Standard short-form adviser release, to be maintained by the Steering Committee	New, arising from item 5