



EU Code of conduct on agricultural data sharing by contractual agreement

This code of conduct (Code) is a tool to ensure that data-sharing leads to a prosperous agri-food chain bringing benefits for all by:

- Setting transparent principles
- Clarifying responsibilities
- Creating trust among partners

→ Please find here the full document:

<https://bit.ly/2Jb6qHC>

This document contains non-binding guidelines and is not to be used as a legal document. Legal documents fall solely under the competence of the EU and national decision makers, though it will make reference to relevant EU legislation





Already since the dawn of agriculture, data was gathered to perfect farm practices, according to the best technology available.

The increase of data produced in agriculture has allowed farmers and other partners in the agri-food chain to move from intuitive to a more data based decision-making. Nowadays, digital farming makes the collection and exchange of data possible at an unprecedented level, creating value and business opportunities by applying data-driven solutions along the agri-food chain.

• Types of agricultural data

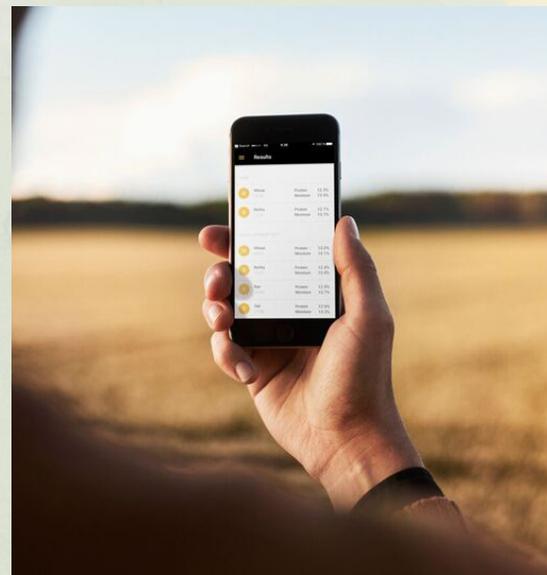
There are different types of data created in the agro-food chain (e.g. from livestock and fish data, agronomic data, machine data), that are collected by diverse means, such as farm machines, drones, robots, satellites, sensors, meteorological stations, Copernicus, etc.

To maximize the potential of data sharing from **farm to farm products within the agri-food chain, this process** must be conducted under fair and transparent rules, ensuring data is handled in an appropriate and secure manner. This will guarantee that all relevant partners have the necessary access to data encouraging and accelerating data driven business models.

Finally, to build up trust and encourage data-sharing within the agro-food chain, all parties need to engage in a dialogue on the opportunities and challenges arising from data sharing.

EU code of conduct on agricultural by contractual agreement

The EU code of conduct on agricultural data-sharing constitutes a document that will look at general principles for sharing agricultural data within the agro-food chain. To this end, the co-signatory organisations hereby have been working together to produce a non-binding code that sheds greater light on contractual relations and provide guidance on the use of agricultural data.



• Key Principles

- ✓ The parties should establish a **contract** clearly setting the data collection and data sharing conditions (including benefits) according to the needs of the contracting parties. Data must be collected and used for the specific purpose agreed in the contract. Contracts must not be amended without the prior consent of the data originator (the one who has created/collected the data either by technical means or by himself or who has commissioned data providers for this purpose).
- ✓ Details referring to data sharing must feature in a dedicated and exclusive section of the contract, where possible, or the contract can be accompanied by an informal document that explains data-related aspects.
- ✓ The collection, access, storage and usage of the collected agricultural data can only occur after **explicit, express and informed permission** of the data originator, via contractual arrangement. **Permission** to use the data is a necessity.
- ✓ The right to determine **who can access and use the data** is attributed to the data originator. For instance, the rights on data produced on the farm or during farming operations is attributed ("owned") to farmers and may be used extensively by them.
- ✓ The Code recognises the **need to grant the data originator a leading role** in controlling the access to and use of data from their business and to benefit from sharing the data with any partner that wishes to use their data.
- ✓ Originators should in no way be restricted, to transmit their data to another data user, e.g. using it in other systems/platforms/data storage facilities (portability of data).
- ✓ The contract should acknowledge the right of all parties **to protect sensitive information** via restrictions on further use or processing. Protecting trade secrets, intellectual property rights and protecting against tampering are the main reasons why information is not shared.



• Contract check list for agricultural data

1. Is there an agreement/contract in place?
2. What obligations are there? What warranties and indemnities are on each party?
3. What data is collected?
4. Who owns/controls access to the data?
5. What services are delivered?
6. Will my data be used for other goals than providing me, data originator (e.g. for instance farmer) a service? Is it clear what these are? Can I agree/disagree? What are/is the benefits/value for me (data originator)?
7. Is data shared with other parties? What rules do the external parties adhere to? Can I agree/disagree with sharing data with other parties?
8. Can the service provider change the agreements unilaterally?
9. What happens when the service provider changes ownership?
10. Can I retrieve my dataset from the system in a usable format?
11. Will I be updated on security breaches?
12. Can I opt out of the service and have my data deleted from the system?
13. Is there a contact point to assist me with my questions?
14. Do you have a need for insurance?
15. What are the terms of confidentiality?

