

# Model Ag Data Use Agreement

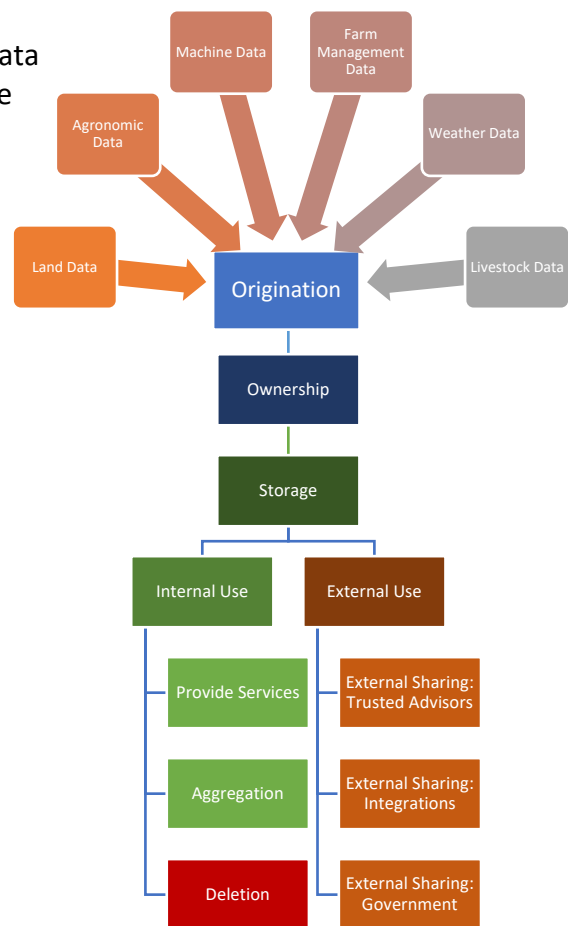
## Instructions for Adoption

The Model Ag Data Use Agreement is intended to be a binding, legal document for an ag tech provider (Company) to address farmers' ag data concerns. The document sets out the Company's agreement to safely collect, store, use, and share ag data that is used by the Company's online or digital platform. Companies may choose to adopt the Agreement as is (filling in the remaining blanks), or modify the Agreement to address Company-unique issues.

### Structure of the Model Agreement

The Model Agreement is built to address farmers' Ag Data privacy concerns from the beginning (origination) to the end (termination) of data's life cycle:

- 1. Origination:** What information is collected? How is "Ag Data" defined? The Agreement provides examples (check those that apply) and collectively defines these categories as "Ag Data."
- 2. Ownership:** A promise to treat Ag Data as owned by its originator. All rights and obligations flow from this point.
- 3. Storage:**
  - a. Internal Use:** Explanation of how the Company uses Ag Data for its own purposes.
  - b. External Use:** Explanation of the ways the Company allows data to be shared with third parties.
- 4. Termination:** How long is Ag Data stored? Can the user delete Ag Data or transfer to another platform?



### Use the Model Agreement with your Privacy Policy

The Model Agreement is intended to supplement, not replace, your Company's Privacy Policy for collecting personally identifiable information (PII), and the Company's Terms of Service/Terms of Use, or User Agreement for the Company's ag data services. Companies should make certain the Agreement does not conflict with existing online contracts. The Agreement does not address collection of PII, unless PII overlaps with Ag Data.

## Specific Instructions

**Title:** Delete [Model] in the title. Add your Company's applicable product name or Company name in the second line of the title.

**Preamble:** The Company should provide its legal name in the preamble.

**Section 1: Select Categories of Data the Company Collects.** Paragraph 1 identifies 6 general categories of data that the Company collects. Check all the boxes that are appropriate. Err on the side of being overly inclusive. These categories are used by AgGateway.org and AgDataTransparent.com. Avoid rewording the category titles or creating new categories if possible, but feel free to add additional descriptors to the explanations.

**Section 4: Internal Use of Ag Data.** Paragraph 4.1 enumerates the ways in which the Company uses Ag Data to perform the Services. Some or all of these ways may apply.

**Section 5: External Data Sharing.** Section 5 and the following subparagraphs explain the ways that the Company allows the user to share data. The Agreement is written so that 5.1, 5.2, or 5.3 can be deleted if not applicable.

**Section 9: Deletion.** The Model Agreement anticipates that companies will retain Ag Data for at least 30 days after an account is deleted. This period can be longer or shorter unless applicable law mandates otherwise. In addition, users should be able to request deletion of their Ag Data by request. The blank line should be filled in with the email address for the Company contact who can initiate Ag Data deletion if requested.

**Section 13: Inquiries.** Best practice is to provide an email for general inquiries about this Agreement.

### Post online after adoption.

The Model Ag Data Use Agreement should be posted on the Company's website after adoption.

**Disclaimer/Inquiries:** *The Model Ag Data Use Agreement is provided to assist companies with compliance with the Ag Data Transparent certification standard. The Ag Data Transparency Evaluator Inc. and Janzen Agricultural Law LLC are not providing legal advice and make no warranties regarding the Agreement's compliance with applicable laws and regulations. Please direct questions regarding the Model Ag Data Use Agreement to Todd J. Janzen, Janzen Agricultural Law LLC, email: [janzen@aglaw.us](mailto:janzen@aglaw.us) or phone 317.855.9920.*