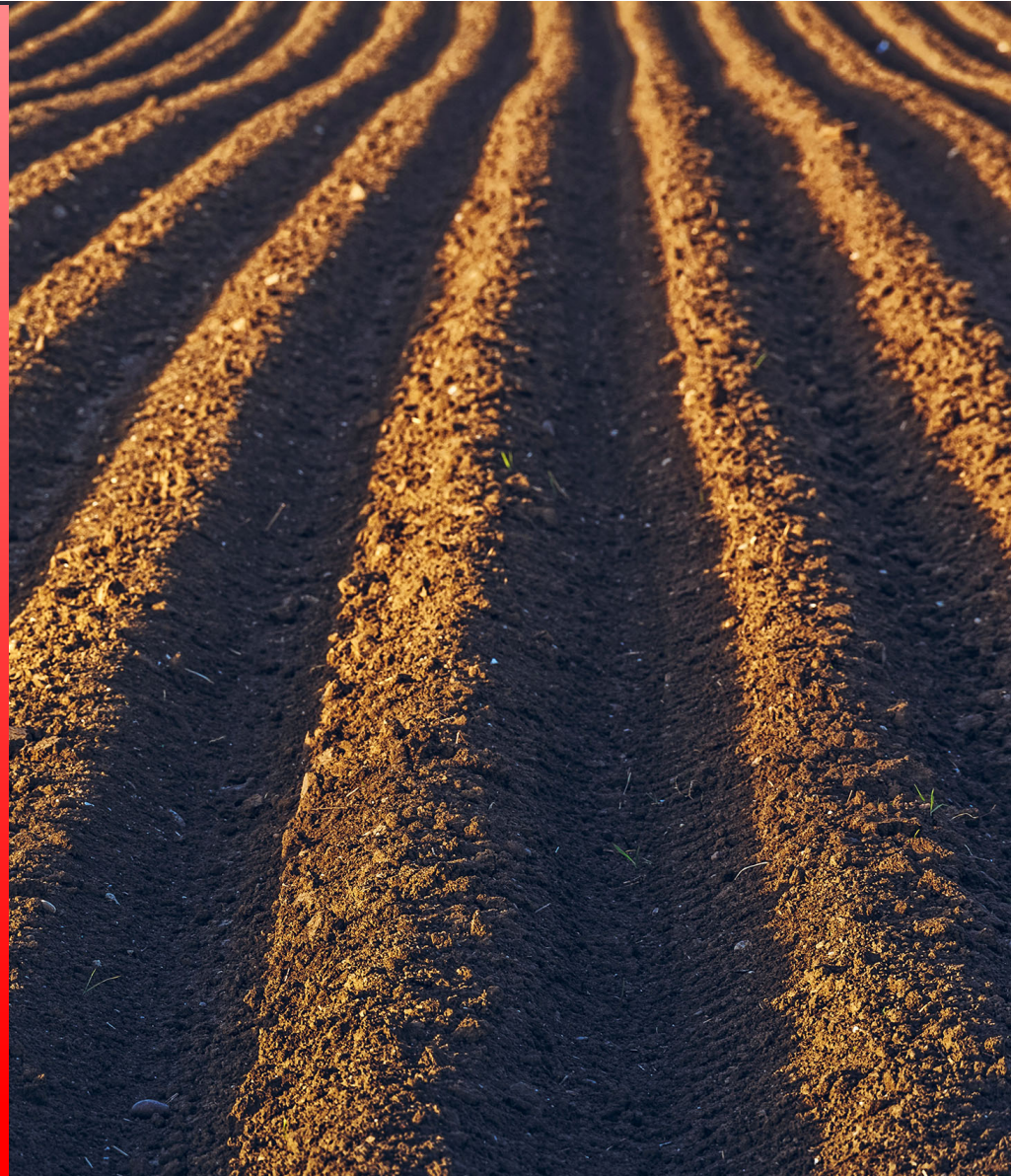




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Agriculture Data Rights: A New State Law Landscape



Speakers



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Agenda

Section 1 — New State Legislation.

Nebraska (LB525 – enacted)

Missouri (HB 3409 – pending)

Iowa (H8407 – pending)

Colorado (HB 26-1270 – postponed)

Section 2 — What This Means for You.

- Stakeholder-specific obligations for Landowners, Lessors/Lessees, Farmers & Agricultural Producers, Seed Growers, and Agricultural Technology Providers (ATPs)

Section 3 — Practical Takeaways.

Why This Matters Now

- Agricultural data legislation is shifting farm data from a contract-governed commercial asset to a statutorily protected property right.
- Nebraska has enacted the first mandatory framework, while Missouri and Iowa have introduced bills that add monetization, private enforcement, and anti-retaliation protections.
- Colorado's HB26-1270 was postponed indefinitely, but its text remains important because it shows how agricultural data regulation may expand into excise taxes, fiduciary duties, and broader enforcement models.



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New State Legislation

Historically, No Law Governed AgData Ownership

Status Quo Prior to 2026: Until Nebraska enacted LB525, no state or federal law specifically addressed ownership of or rights in agricultural data.

Unregulated Data Transfers: Data generated by precision agriculture equipment, like yield maps, GPS coordinates, soil readings, livestock metrics, flowed from farm to cloud under whatever terms the technology provider included in its service agreement.

Voluntary Governance: The only governance framework was the voluntary *Privacy and Security Principles for Farm Data*, developed in 2014 by the American Farm Bureau Federation and a coalition of agricultural technology providers (ATPs).

- Over 37 companies pledged to follow these voluntary "Core Principles."
- No enforcement mechanism, no penalties, and no legal obligation to participate.

Nebraska Legislative Background



Origins: LB525 was first introduced in the Nebraska Legislature in January of 2025, at the request of the Governor.

- **2025 Bill:** Mirrored state consumer privacy law’s framework for allocating data rights between producers and manufacturers.
- **2026 Law:** Adopts a producer data-ownership and monetization model, defining “agricultural data” as the producer’s property.

Statutory Purpose: To protect the economic value of agricultural data and the autonomy of Nebraska producers by protecting sale of the data and maintaining security through reasonable safeguards.

Nebraska: Covered Data and Covered Parties

Restricted / Governed by Law

Agricultural Data

Any of the following that is collected, produced, or generated and is linked or **reasonably linked** to an identified or reasonably identifiable agricultural producer:

- **Agronomic data** – soil management or crop production, including data relating to any crop, field, planting activity, seed type, yield, disease and pest management, fertilizer type
- **Climate & weather data** – generated by the equipment of an agricultural producer or by devices on the land
- **Land data** – physical attributes (soil fertility, topography)
- **Livestock data** – pedigree, genetic information, feed
- **Management data** – finances, commodity prices, supply
- **Sustainability data** – greenhouse gases, water-quality impacts

Not Restricted / Governed by Law

Aggregate Data

Agricultural data that has been **combined** with other data from various sources and summarized so that the resulting data **cannot reasonably be linked** to an identified or identifiable agricultural producer, farm, parcel, device, or equipment.

Derived Data

Data that has been significantly modified, processed, analyzed, or compiled (including insights, reports, and predictive models).

Nebraska: Key Parties

“Agricultural producer” means the owner, lessee, or renter of the farm, livestock, land, device, or equipment from which agricultural data originates.

- *For example, the land-owner, the farmer, the cattle rancher, etc.*

“Controller” means a person or entity that determines the purpose and means of processing agricultural data

- *For example: equipment manufacturer or seed company delivering services*

“Processor” means a person or entity that processes agricultural data on behalf of a controller

- For example, a data management or software vendor

Nebraska: Rights Allocation

The **producer is the owner** of, and has control over, agricultural data originating from the producer's farm, land, device, or equipment.

- “Control” means the power to avail substantially all benefits from the data, prevent others from availing substantially all benefits, and transfer those powers. **Note: the producer is distinct from the “controller” (below)**

Controllers (*the entity determining the purpose for processing the data*) and **processors** (*the entity processing the data*) receive only a nonexclusive right of control solely to provide services, maintain equipment, or perform authorized data processing.

- The nonexclusive right of control expressly ≠ the power to sell agricultural data.
- **Note: a controller can also be a processor**

Sale of agricultural data **requires express written consent of the agricultural producer** through a clear and conspicuous disclosure that is separate from the primary terms of service or data use agreement.

- Sale ≠ disclosure to / from a controller or processor to provide services
- Sale = money or valuable consideration

Sample Scenario: *A landowning farmer uses a tech-enabled tractor to harvest a new species of corn developed by a seed company. The equipment manufacturer tracks the tractor's performance to provide services to the farmer; the seed company visits the farm weekly (with the permission of the farmer) to inspect the growth of this new corn. Under Nebraska law, the equipment manufacturer and seed company are both controllers and processors since they receive and process the farmer's data; the landowning farming is the producer. As controller-processors, the equipment manufacturer and seed company are prohibited from selling this data without the farmer's express written consent.*

Nebraska: Requirements and Enforcement

- Beginning January 1, 2027, every new contract or agreement involving collection or processing of agricultural data in Nebraska **must state, “the controller or processor is prohibited from engaging in the sale of such agricultural data without the express written consent of the agricultural producer”**
 - Nebraska’s key contract rule provides that any contract provision waiving or limiting the Act’s requirements is contrary to public policy and ***void and unenforceable***.
- Controllers and processors must **establish and maintain reasonable administrative, technical, and physical data security practices** to protect the confidentiality & accessibility of the data.
- Attorney General may bring an action against a controller or processor that violates the Act (injunctive relief and a civil penalty of \$1,000 for each separate violation); 45-day cure period
- No private right of action



Missouri HB3049 (pending)

Missouri HB3049 (pending): Covered Data

“Agricultural data” any information in any format that is generated from or relates to agricultural production operations, agricultural equipment operations, or agricultural land including, but not limited to:

- (a) **Yield data**, soil data, crop data, and field data;
- (b) **Precision agriculture data** including GPS coordinates, application rates, and prescription maps;
- (c) **Equipment operational data**, diagnostic data, telematics data, and machine performance data;
- (d) **Livestock data** including health records, production metrics, breeding data, and performance analytics;
- (e) **Weather data**, environmental data, and climate data specific to agricultural operations not publicly available;
- (f) **Input data** including seed, fertilizer, pesticide, herbicide, Diesel Emission Fluid (DEF), and fuel usage data;
- (g) **Financial data** specific to agricultural production operations; and
- (h) **Agronomic analyses**, predictive models, and benchmarking reports derived from the foregoing data

Missouri HB3049 (pending): Covered Entities

Agricultural producer: a person or entity **engaged in agricultural production** operations as a landowner, tenant farmer, contract grower, livestock owner, or other agricultural operator

Data collector: a person or entity that collects, receives, accesses, transmits, stores, or processes agricultural data, including original equipment manufacturers, platform providers, service providers, and data aggregators

Data aggregator: a person or entity that collects, compiles, or processes agricultural data from multiple agricultural producers for the purpose of analysis, sale, licensing, or other commercial use

Landowner: a person or entity that holds a fee simple, life estate, or other possessory interest in agricultural land

Livestock owner: a person or entity that holds ownership rights in livestock

Original equipment manufacturer: a person or entity that manufactures agricultural equipment or licenses for the use of its brand name for agricultural equipment manufactured by others

Platform provider: entity operating a service where agricultural data is collected, stored, transmitted, and processed

Data owner: a person or entity who holds ownership rights in agricultural data as determined under section 261.154 (detailed on the following slide)

NOTE: *unlike Nebraska's law, Missouri's bill does not use the terms "controller" or "processor"*

Missouri HB3049 (pending): Rights Allocation

Data Owners by Data Type

Crop Data (*a subset of agricultural data*) → **landowner** (whether farming the land directly or leasing)

Livestock Data (*a subset of agricultural data*) → **livestock owner** (regardless of where the livestock is housed or who manages the livestock).

Equipment Data (*a subset of agricultural data*) → **owner or lessee of the equipment** at the time the data was generated.

Transformed Data (like derived or aggregated data; *not a subset of agricultural data*) → proportional interest retained by data owner who provided the raw data.

The bill also gives **agricultural producers** the **right to monetize** agricultural data by selling, licensing, or otherwise commercializing it directly or through an independent data service provider or data aggregator.

Waiving Data Rights: A browsewrap agreement, clickwrap agreement, terms of service, end-user license agreement, or similar instrument is not sufficient to transfer or waive a data owner's rights unless the data owner provides express, informed, written consent to that transfer or waiver.

Missouri HB3049 (pending): Data Collector Duties

A data collector – “*who collects, receives, [or] accesses agricultural data*” (e.g., agricultural equipment manufacturer, farm-management service providers, data aggregators) from an agricultural producer shall:

- (1) Provide clear, conspicuous, and complete **disclosure** of: (a) The types of agricultural data being collected; (b) The purposes for which the data will be used; (c) The third parties with whom the data has been or may be shared, sold, or licensed; (d) The data owner's rights; and (e) The estimated commercial value of the data being collected
- (2) Obtain express, **informed consent** from the data owner prior to collecting, using, or sharing the data
- (3) Provide the data owner with a **copy** of all data collected in a standardized, portable format upon request
- (4) Fully **delete** the data owner's data upon written request
- (5) Provide a written, legally binding **certification of the deletion** upon request.

Market Concentration Cap: A data collector (including its affiliates) may not collect agricultural data from producers whose combined operations exceed 25% of the agricultural acreage or the harvested animals in any one Missouri county; a data collector must report their acreage annually.

Missouri HB3049 (pending): Enforcement & Penalties



Data collectors are **prohibited** from restricting or impeding a producer's ability to monetize data through third parties.

Civil Penalty: a data collector that violates the bill would be subject to a civil penalty of up to ***\$50,000 per violation***.

Private Right of Action: an aggrieved agricultural producer could seek injunctive relief or bring a civil action for actual damages or up to ***\$10,000 per violation***. The producer could also recover actual costs of the action, including reasonable attorney's fees.



Iowa H-8407 (pending)

Iowa H-8407 (pending): Covered Data & Entities

“Agricultural producer” means a person engaged in an agricultural production operation as a landowner, tenant farmer, contract grower, livestock owner, or other agricultural operator.

“Data service provider” means a person that collects, receives, accesses, transmits, stores, processes, transforms, aggregates, analyzes, sells, licenses, or otherwise commercializes raw or transformed agricultural data.

- Example data service providers: precision agriculture platforms, farm management software providers, agronomic analytics companies, equipment connectivity providers, data aggregators.

“Raw agricultural data” means unprocessed factual information generated directly from agricultural production, equipment operation, or agricultural land that has not been converted to transformed data and consists of factual observations and measurements that cannot be copyrighted.

- includes yield, soil, crop, field, GPS, application-rate, sensor, telematics, machine-performance, livestock, weather, environmental, input, and financial data (similar to Missouri)

“Transformed agricultural data” means raw data processed or transformed through proprietary algorithms, analytical methods, creative arrangement, or other intellectual processes sufficient to produce copyrightable information.

Markets for transformed agricultural data include crop insurers, seed companies, commodity traders, lenders, carbon registries, government agencies, food processors, input suppliers, land valuation services, research institutions, and water or drainage districts.

Iowa H-8407 (pending): Rights Allocation

Data Rights by Resource, unless otherwise provided by written agreement:

Crop Data (subset of agricultural data) → landowner (whether farming the land directly or leasing)

Livestock Data (subset of agricultural data) → livestock owner (regardless of where the livestock is housed or who manages the livestock).

Equipment Data (subset of agricultural data) → owner or lessee of the equipment at the time the data was generated.

Transformed Data (*not a subset of agricultural data*) → full ownership rights in the transformed data and may copyright, reproduce, prepare derivative works, distribute, display, license, sell, and receive fair market value compensation.

- *The producer whose data is being transformed is entitled to fair market compensation*
- A **producer that generates raw agricultural data** from equipment or production operations **retains ownership** and may access, possess, control, share, request deletion, and receive information about use and commercialization.
- An **agricultural producer may monetize the producer's transformed agricultural data** by selling, licensing, or otherwise commercializing the data in markets for transformed agricultural data

Iowa H-8407 (pending): Requirements and Enforcement

- Data service providers are **prohibited** from **imposing contractual provisions** granting them **exclusive rights** to the agricultural producer's raw or transformed agricultural data without fair market value compensation + informed consent of the agricultural producer.
 - A data service provider may NOT prevent, restrict, or impede a producer from monetizing transformed agricultural data through third parties.
 - When a data service provider sells or licenses transformed agricultural data, the data owner must receive fair-market compensation, and that compensation must be disclosed before the data transaction.
- **Civil Penalty:** a data service provider that violates the bill is subject to a civil penalty of up to \$50,000 per violation.
- **Private Right of Action:** an aggrieved data owner could seek injunctive relief or bring a civil action for actual damages or up to \$10,000 per violation. The producer could also recover actual costs of the action, including reasonable attorney's fees.



Colorado HB 26-1270 (postponed)

Colorado HB 26-1270 (postponed): Status

- Colorado HB26-1270 was introduced on February 19, 2026, as “Ownership of Agricultural Data.”
- The bill was assigned to the House Agriculture, Water & Natural Resources Committee.
- On March 16, 2026, the motion to refer HB26-1270 to Appropriations failed 5-8.
- The same committee then postponed HB26-1270 indefinitely using a reverse roll call, and the motion passed 8-5.
- The Colorado General Assembly lists the bill’s status as “Lost,” with last action on March 16, 2026.

While this bill is not active this session, it nonetheless serves as a policy signal and potential model for future agricultural data ownership regimes

Colorado: Notable differences



Excise Tax: The bill proposed a 3% excise tax on net taxable sales from transformed agricultural data transactions occurring in Colorado or involving Colorado producers.

Proposed amendments that were struck :



- A “fiduciary duty” that would require the data service provider to act at all times in the best interests of the producer or data owner.
- Additional duties of loyalty, care, disclosure, and accounting.
- The Attorney General could have brought an action for breach of fiduciary duty and sought civil penalties of up to \$100,000 per willful violation.

State by State Comparison

Feature	Nebraska (LB525)	Missouri (HB 3409)	Iowa (H8407)	Colorado (HB 26-1270)
Data Framework	Ownership-based; producer owns agricultural data	Ownership-based; adds raw vs. transformed data distinction	Ownership-based; adds raw vs. transformed data distinction	Ownership-based; adds raw vs. transformed data distinction
Definition of “Agricultural Data”	Six broad categories with linkage requirement	Broad definition covering livestock, crop, land, and management data	Broad definition; includes all data generated by agricultural operations	Broad definition; includes data from equipment, devices, sensors, biological processes
Producer Monetization Rights	Limited; focuses on consent requirement for sales	Comprehensive; includes validated farming practice IP rights	Comprehensive; producer may copyright, license, and sell transformed data	Comprehensive; producer may copyright, license, and sell transformed data
No Discrimination or Retaliation for Exercising Rights	voids contractual waivers of the law	Prohibits discrimination based on monetization; voids waiver clauses	Prohibits discrimination based on data monetization; voids waiver clauses	Prohibits discrimination based on data monetization; voids waiver clauses
Tax on Data Transactions	None	State sales tax on agricultural data transactions	None	3% excise tax on transformed data transactions (subject to voter approval)
Enforcement	AG only	AG + Private Action	AG + Private Action	AG + Private Action
Civil Penalties	\$1,000 per violation	Up to \$50,000 per violation	Up to \$50,000 per violation	Up to \$50,000 per violation
Statutory Damages (Private Action)	N/A — no private right of action	Up to \$10,000 per violation + attorney fees	Up to \$10,000 per violation + attorney fees	Up to \$10,000 per violation + attorney fees
Cure Period	45 days (generally)	Not specified	Not specified	Not specified
Exemptions	Excludes government-published data	Government, land-grant university, and cooperative exemptions	Land-grant university and government statistical exemptions	Land-grant university, government statistical, and cooperative exemptions



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What This Means for You

Implications of Nebraska's LB525

Stakeholders Impacted by Agricultural Data Restrictions



Farmer-Producer

Outright ownership and control of agricultural data



Landowner / Lessor

Outright ownership of **land data** (*a subset of agricultural data*); non-exclusive rights to other agricultural data (if data is leased or rented)



Renter / Lessees

Non-exclusive rights to data shared among lessor & lessee



Seed Company / Research Orgs

Non-exclusive right to collect & use data to provide services



Agricultural Technology Providers

(e.g., equipment manufacturers, platform companies, data service providers)

Non-exclusive right to collect & use data to provide services

Stakeholders Impacted: Farmer-Producer



Agricultural Data Rights:

Owns and controls data originating from the farm, land, device, or equipment.



Aggregated Data Rights:

No ownership right under the Act. Once data is summarized so it cannot reasonably be linked to the producer, farm, or parcel, it falls outside “agricultural data”.



Derived Data Rights:

No ownership right under the Act; any rights here would have to come from contract, not the statute.



Obligations and Duties:

Few duties; the Act is protective of producers. The main limitation is that leverage exists only over identifiable agricultural data, not derived/aggregated outputs. The producer cannot sue directly; enforcement runs exclusively through the AG.



Negotiation Priorities:

- Add the mandatory anti-sale clause (required in contracts after Jan. 1, 2027).
- Negotiate contractual rights over derived and aggregated data.
- Negotiate monetization revenue-share.
- Demand portable, machine-readable exports.

Stakeholders Impacted: Landowner / Lessor



Agricultural Data Rights:

Potentially a co-owner, but ambiguous; the Act does not resolve who prevails when owner and lessee both fit the definition.



Aggregated Data Rights:

No statutory right.



Derived Data Rights:

No statutory right.



Obligations and Duties:

A lessor's ownership claim to the data may compete with the tenant-farmer's claim; would need to clarify ownership rights in lease contract.



Negotiation Priorities:

- Allocate data ownership in the lease; prohibit sub-licensing without consent.
- Negotiate revenue-share for data monetization.
- Retain access /right to any land, yield, and soil data.
- Address consent authority for any sale of data tied to the parcel.

Stakeholders Impacted: Renter / Lessee



Agricultural Data Rights:

Expressly qualifies as an agricultural producer. The definition names the “lessee, or renter” of the farm, land, device, or equipment from which data originates. As producer, the lessee owns and controls the agricultural data their operation generates.



Aggregated Data Rights:

No statutory right.



Derived Data Rights:

No statutory right.



Obligations and Duties:

Same practical limits as any producer—statutory leverage covers only identifiable agricultural data, not derived/aggregated outputs. The lessee's ownership claim may also overlap with the landowner's claim. No private right of action is available.



Negotiation Priorities:

- Confirm in the lease that data originating during the tenancy belongs to the lessee.
- Clarify what happens to data rights at lease termination.
- Preserve the separate written-consent requirement before any data sale.
- Use the right to direct disclosures to the lessee's own advisors, lenders, or cooperatives.

Stakeholders Impacted: Seed Company / Research Org



Agricultural Data Rights:

Typically, a controller or processor, not an owner. Has a “nonexclusive right of control solely for the purpose of providing services, maintaining equipment, or performing data processing authorized by the agricultural producer”. No power to engage in the sale of the data.



Aggregated Data Rights:

Allowed to own and sell; Once data is summarized so it can no longer be linked to an identifiable producer, farm, or parcel, it is outside the Act entirely.



Derived Data Rights:

Allowed to own and sell; ownership, sale-consent, and public-records restrictions do not apply.



Obligations and Duties:

Cannot sell agricultural data without the producer's express written consent. Must include the mandatory anti-sale provision in new contracts from Jan. 1, 2027. Must maintain reasonable administrative, technical, and physical security safeguards. Faces AG enforcement: \$1,000 per violation, with a 45-day cure period



Negotiation Priorities:

- Secure broad authorization to use producer data to provide services and for permitted non-sale disclosures (to processors, affiliates, or in a merger/acquisition).
- Obtain clear contractual rights to create derived and aggregated data for commercialization.
- Build compliant, separate written-consent mechanisms for any data sale.

Stakeholders Impacted: Agricultural Tech. Providers



Agricultural Data Rights:

The provider gets only a nonexclusive right of control limited to providing services, maintaining equipment, or performing authorized data processing.



Aggregated Data Rights:

Cross-customer data summarized that cannot be linked to a specific producer or device is excluded from “agricultural data”.



Derived Data Rights:

Predictive models, agronomic insights, and reports generated from equipment telematics are “derived data” excluded from the Act's protections.



Obligations and Duties:

Same no-sale-without-consent rule and security obligations as other controllers or processors



Negotiation Priorities:

- Anchor authorized uses of data in an expansive definition of “service”
- Lock in rights to derived models and aggregated datasets.
- Preserve the permitted-disclosure carve-outs (affiliates, processors, M&A asset transfers, security/fraud response) to avoid triggering sale-consent.
- Distinguish machine-diagnostic data from agricultural data; implement separate, conspicuous consent flows where any data monetization could be deemed a “sale”.



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Practical Takeaways

Contract Review Checklist

Scoping

- ☐ Verify whether the contract covers agricultural data or other unprotected categories.

Mandatory No-Sale Provision

- ☐ Include a specific provision stating that the controller or processor is prohibited from engaging in the sale of such agricultural data without the express written consent of the agricultural producer.
- ☐ Verify method of consent.
- ☐ Flag and strike any term that waives or limits the Act (i.e., waiving Ag data ownership rights) as these are void.

Party Roles & Ownership

- ☐ Label whether each party is an “**agricultural producer**”, “controller,” or “processor” and their respective rights.
- ☐ **Address landowner-vs-lessee overlap** to resolve competing interests; expressly assign ownership of land data, crop data, and equipment data.
- ☐ Confirm any controller/processor right is framed as a “nonexclusive right of control”.

Defining “Sale” and Carve-Outs

- ☐ Map permitted transfers that are not “sales” including authorized third-party disclosures.
- ☐ Scrutinize the definition of “service”.

Data Security Obligations

- ☐ Confirm any controller or processor establish, implement, and maintain reasonable administrative, technical, and physical data security practices to protect the confidentiality, integrity, and accessibility of such agricultural data.

Considering Technology Use Agreements



Farmer-Producers / Lessees / Renters

Push: Confirm the farmer/lessee/renter owns and controls identifiable “agricultural data” generated from their farm, land, devices, or equipment.

Watch: Broad data-use clauses, mandatory grower-information consent, and other “all data belongs to XXX” language.

Must include: No sale of identifiable agricultural data without separate, clear, express written consent.

Tip: Define raw agricultural data vs. derived/aggregated data, because LB525 excludes derived insights, reports, predictive models, and aggregated data.



Landowners / Lessors

Push: Resolve whether the landowner, tenant, or both have consent authority, because LB525 defines “agricultural producer” to include the owner, lessee, or renter of the land/equipment where data originates.

Watch: Agreements requiring land access without clearly allocating data rights

Must include: Lease clause allocating ownership/control of land data, soil data, field data, and consent rights between owner and operator.

Tip: Treat owner-tenant data rights as an issue to be solved by contract.



Seed Companies

Push: Preserve rights to use data for services, stewardship, compliance, R&D, product improvement, and derived/aggregated outputs.

Watch: Void / unenforceable risk: any clause claiming company ownership of the farmer’s identifiable agricultural data or forcing waiver of LB525 rights.

Must include: Nebraska rider stating producer owns raw agricultural data; company has only a nonexclusive, service-limited control right; sale requires separate written consent.

Tip: Rewrite “all data belongs to us” clauses to cover only company IP, research outputs, derived data, and aggregated data, not raw identifiable Ag data.



Ag-Tech Providers

Push: Preserve operational uses for telematics, diagnostics, remote updates, dealer support, cybersecurity, product improvement, and internal algorithm training.

Watch: Broad licenses that do not expressly exclude sale of identifiable Ag data.

Must include: Anti-sale clause, separate opt-in sale consent, reasonable data-security safeguards, and express treatment of authorized dealers/processors.

Tip: Map every data disclosure to an LB525 exception (service provider, affiliate, legal compliance, safety, cybersecurity, fraud, or M&A transfer) or obtain separate sale consent

Top 5 Takeaways

1. **LB525 gives the producer ownership and control of identifiable Nebraska agricultural data.** The Act states that an agricultural producer owns and controls agricultural data originating from the producer's farm, land, device, or equipment.
2. **Sale of agricultural data requires separate, express written consent.** A controller or processor cannot sell agricultural data without the producer's express written consent, and that consent must be clear, conspicuous, and separate from the main terms of service or data-use agreement.
3. **Waivers are void and unenforceable.** Any contract term that waives or limits LB525's requirements is contrary to public policy and void, so broad data assignments or mandatory consent language may not work for Nebraska agricultural data.
4. **The biggest business value may sit outside LB525: derived and aggregated data.** LB525 excludes aggregated data and derived data—including agronomic insights, reports, and predictive models—from the definition of protected agricultural data.
5. **Review existing agreements with processors.** Beginning January 1, 2027, every new Nebraska agreement involving agricultural data collection or processing must include a provision prohibiting sale without the producer's express written consent.

Top 5 Practical Tips

1. **Add a Nebraska data-rights rider to every technology, seed, research, and telematics agreement.** The rider should state that the producer owns raw identifiable agricultural data, the company has only a nonexclusive service-limited control right, and sale requires separate consent.
2. **Use a separate opt-in consent for any data sale.** Do not rely on bundled privacy-policy consent, broad “Customer Content” licenses, or mandatory grower-information consents to authorize sale of agricultural data.
3. **Define the data categories clearly.** Contracts should distinguish raw agricultural data, derived data, aggregated data, personal information, research results, imagery, and AI/model outputs.
4. **Map each data use to a statutory basis.** Permitted uses should be tied to service delivery, processors, affiliates, legal compliance, safety, cybersecurity, fraud prevention, M&A transfers, or producer-directed disclosures.
5. **Fix high-risk ownership clauses.** Clauses saying “all data belongs to the company,” should be narrowed so the company owns its IP, research outputs, derived data, and aggregated data, but not the producer’s raw identifiable agricultural data.

Questions?

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