

A/CN.9/WG.IV/WP.190 - Default rules for data provision contracts (fourth revision)

October 2025

1. General notes

1. The International and Comparative Law Research Center (**the ICLRC**) conducted the research in support of the revised set of Default rules for data provision contracts (fourth revision) proposed by the UNCITRAL Secretariat (A/CN.9/WG.IV/WP.190) (**the Draft**). This document reflects the research outcomes regarding the desired form or legal nature of the instrument developed by Working Group IV, as well as the terms and conditions used by market players in practice.
2. The ICLRC's research (**the Research**) is based on the information obtained from the data market players acting in the Eurasian countries and their professional association regarding the types of terms and conditions that are used in their routine contracting activities.

2. Form of the default rules

3. Para. 17 of the Secretariat Note to the Draft states that various options for the form of the default rules were mentioned in earlier sessions, including the development of default rules as a part of a legislative text, a guide to good practice for parties, or a legislative guide. The Research shows that each of these forms will be valuable for the data market, as all of them will increase the legal certainty about the types of data transactions, rights and obligations of the parties, requirements to datasets, modes of provision, the legal regime of the derived data.
4. However, the Research shows that contracting practices have yet to mature. Market players use a wide variety of terms that are difficult to standardize at present. In this situation, the ICLRC would like to point out that publishing model contract clauses does not preclude further work on a legislative text or convention. On the contrary, the development of contract law at the national and international levels is based on practices that must be proven and structured over time. For this reason, the Working Group may wish to consider multiple outputs of its work. One output could be the publication of model contract clauses that suit current market demands. Another could be a model law or convention that systematizes and codifies mature practices.

3. Practically used terms and conditions of data provision contracts

5. The Research shows that the following characteristics of data sets are used instead of merely referencing the quantity, quality, and description of the data. The Working Group may find these characteristics useful while continuing its work on the draft of Article 8.
 - Name of the data set (for example, *Register of Commercial Real Estate in City*). If necessary, it can be accompanied by a unique identifier (code, link to the registry, etc.).
 - A detailed list of fields (attributes) included in the dataset. For example:

Name of the property (text field),

Price per m2 (numeric field, currency: CNY),

Location (coordinates: latitude/longitude),

Date of last update (format: YYYY-MM-DD).

- The number of records in the dataset, that can be described by stating the total amount of data, or a number of unique records (for example, *10,000 records*). For dynamic updates, an approximate range can be specified (for example, *monthly replenishment for 500-1000 records*).
- Time limits of data. For example: *Data is provided for the period from 01.01.2020 to 31.12.2023*. For current data, the contract term may state that the data is current as of the submission date.
- Frequency of data provision/updating: one-time provision or regular updates (daily, weekly, monthly). In this case, the terms of updating shall be included (for example, *Data is updated no later than 3 business days from the date of the change in the source*).
- Data transfer method. For example:

Email (attachment format: CSV, XLSX, JSON),

Cloud storage (S3 Bucket, Google Drive, Yandex Disk with access indication),

API interface (REST API, GraphQL with technical specifications),

FTP/SFTP server (login, password, file path).

- Data quality requirements, including completeness (for example, *no omissions in key fields*), reliability (for example, *the error rate not more than $\pm 5\%$*), and the validation methods (for example, *data is being checked for compliance with the XSD schema*).
6. The Research shows that unless specified by the parties, the purpose of processing is neither implied nor restricted by data provision contracts. Data sets are commonly used in the Big Data technology, presuming the procession of huge amount of various data for the purposes that are not predefined. In this case, suitability for any specific purpose (except for the Big Data as a standalone purpose) is not used as a contractual term.
7. In case the Working Group wishes to use the characteristic of the data sets in the text of the Draft replacing the reference to the quantity, quality and description, the following wording of the first two parts of the Article 8. *Conformity of the [provided] data* may be brought for the consideration by Working Group:
1. *The data shall be of the description as agreed by the parties.*
 2. *In particular, the parties may agree to the following:*
 - (a) The name or unique identifier of the dataset;*
 - (b) The detailed list of the data set's fields (attributes);*
 - (c) The number or approximate range of records in the dataset;*
 - (d) Time limits or the timeliness of the data;*
 - (e) Data quality, including completeness, reliability and the validation methods.*