

119TH CONGRESS
2D SESSION

S. _____

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

IN THE SENATE OF THE UNITED STATES

Mr. RICKETTS introduced the following bill; which was read twice and referred to the Committee on _____

A BILL

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

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Agricultural Data Pri-
5 vacy Act of 2026”.

6 **SEC. 2. PURPOSE.**

7 The purpose of this Act is to protect the economic
8 value of agricultural data and the autonomy of agricul-

1 tural producers by protecting the sale of agricultural data
2 and maintaining the security of agricultural data through
3 reasonable safeguards.

4 **SEC. 3. DEFINITIONS.**

5 In this Act:

6 (1) **AFFILIATE.**—The term “affiliate” means a
7 person or entity that directly or indirectly controls,
8 is controlled by, or is under common control with a
9 controller or processor.

10 (2) **AGGREGATED DATA.**—The term “aggre-
11 gated data” means agricultural data that has been
12 combined with other data from various sources and
13 summarized so that the resulting data cannot rea-
14 sonably be linked to an identified or identifiable ag-
15 ricultural producer, farm, parcel, device, or equip-
16 ment.

17 (3) **AGRICULTURAL DATA.**—

18 (A) **IN GENERAL.**—The term “agricultural
19 data” means any of the following data that is
20 collected, produced, or generated and is linked
21 or reasonably linked to an identified or reason-
22 ably identifiable agricultural producer:

23 (i) Agronomic data.

24 (ii) Climate and weather data.

25 (iii) Land data.

1 (iv) Livestock data.

2 (v) Management data.

3 (vi) Sustainability data.

4 (B) EXCLUSIONS.—The term “agricultural
5 data” does not include any of the following
6 data:

7 (i) Aggregated data.

8 (ii) Derived data.

9 (iii) Any data described in subpara-
10 graph (A) that would otherwise qualify as
11 agricultural data, if that data is made
12 available to the general public by a Federal
13 agency.

14 (4) AGRICULTURAL PRODUCER.—The term “ag-
15 ricultural producer” means the person that is the
16 owner, lessee, or renter of the farm, livestock, land,
17 device, or equipment from which agricultural data
18 originates.

19 (5) AGRONOMIC DATA.—The term “agronomic
20 data” means information relating to soil manage-
21 ment or crop production, including data relating to
22 any crop, field, planting activity, seed type, yield,
23 disease and pest management, fertilizer type or ap-
24 plication, or prescription.

25 (6) CLIMATE AND WEATHER DATA.—

1 (A) IN GENERAL.—The term “climate and
2 weather data” means information regarding the
3 conditions of the atmosphere at a place and
4 time and how those conditions generally prevail
5 in that place over a long period of time that is
6 collected, produced, or generated by the equip-
7 ment of an agricultural producer or by devices
8 located on the land of an agricultural producer.

9 (B) INCLUSIONS.—The term “climate and
10 weather data” includes precipitation type and
11 amount, wind speed and direction, and tem-
12 perature.

13 (C) EXCLUSIONS.—The term “climate and
14 weather data” does not include information
15 that is made available to the general public by
16 a governmental entity or public source.

17 (7) CONTROLLER.—The term “controller”
18 means a person who or entity that, alone or jointly
19 with others, determines the purpose and means of
20 processing agricultural data.

21 (8) DERIVED DATA.—The term “derived data”
22 means data that has been significantly modified,
23 processed, analyzed, or compiled, including agro-
24 nomic insights, reports, and predictive models.

1 (iv) data regarding the supply chain
2 for a commodity that is produced or used
3 by the agricultural producer; and

4 (v) information regarding the tillage
5 and conservation practices of the agricul-
6 tural producer.

7 (12) PROCESSOR.—The term “processor”
8 means a person who or entity that processes agricul-
9 tural data on behalf of a controller.

10 (13) SALE OF AGRICULTURAL DATA.—

11 (A) IN GENERAL.—The term “sale of agri-
12 cultural data” means the exchange of agricul-
13 tural data for monetary or other valuable con-
14 sideration by a controller or processor to a third
15 party.

16 (B) EXCLUSIONS.—The term “sale of agri-
17 cultural data” does not include any—

18 (i) disclosure or transfer of agricul-
19 tural data to a processor by a controller;

20 (ii) use of agricultural data by a proc-
21 essor, if that use is authorized by a con-
22 troller;

23 (iii) disclosure, transfer, or use of ag-
24 ricultural data for the purpose of a con-

1 troller or processor providing a service to
2 an agricultural producer;

3 (iv) disclosure, transfer, or use of ag-
4 ricultural data to an affiliate of the con-
5 troller or processor;

6 (v) disclosure that is expressly di-
7 rected, initiated, or authorized in writing
8 by an agricultural producer to a designated
9 third party, including any input provider,
10 advisor, lender, insurer, cooperative, or
11 digital platform chosen by the agricultural
12 producer;

13 (vi) disclosure that is required by a
14 Federal or State law, regulation, subpoena,
15 investigative demand, or court order;

16 (vii) disclosure that is required for
17 compliance with a Federal or State safety,
18 emissions, or environmental obligation;

19 (viii) disclosure of information that an
20 agricultural producer—

21 (I) intentionally made available
22 to the general public through a mass
23 media channel; and

24 (II) did not restrict to a specific
25 audience;

1 (ix) disclosure or transfer of agricul-
2 tural data by a controller to a third party
3 as an asset in which the third party as-
4 sumes control of all or a part of the con-
5 troller's assets and that is part of a pro-
6 posed or actual—

7 (I) merger;

8 (II) acquisition;

9 (III) bankruptcy; or

10 (IV) transaction; or

11 (x) disclosure, transfer, or use that is
12 reasonably necessary to detect, prevent, or
13 respond to any fraud, abuse, cybersecurity
14 threat, illegal conduct, data integrity issue,
15 or equipment misuse.

16 (14) SERVICE.—The term “service” means any
17 service that is provided by a controller or processor
18 to an agricultural producer and that may be used to
19 maintain, diagnose, repair, support, secure, improve,
20 or provide any equipment, software, device, tech-
21 nology, product, or service to the agricultural pro-
22 ducer, including any telematic service, remote diag-
23 nostic, predictive maintenance, warranty administra-
24 tion, safety notification, recall activity, cybersecurity
25 service, product improvement, quality improvement,

1 system performance enhancement, internal algorithm
2 training, over-the-air update, or purchase of a com-
3 modity from the agricultural producer.

4 (15) SUSTAINABILITY DATA.—The term “sus-
5 tainability data” means information regarding
6 greenhouse gas emissions, carbon sequestration,
7 water-quality impact, and any other environmental
8 or conservation practice used to verify sustainability
9 claims.

10 **SEC. 4. OWNERSHIP AND CONTROL OF AGRICULTURAL**
11 **DATA.**

12 (a) DEFINITION OF CONTROL.—In this section, the
13 term “control” means a person has the power—

14 (1) to avail substantially all of the benefits from
15 agricultural data;

16 (2) to prevent other persons from availing sub-
17 stantially all of the benefits from agricultural data;
18 and

19 (3) to transfer a power described in paragraph
20 (1) or (2) to another person.

21 (b) OWNERSHIP AND CONTROL.—An agricultural
22 producer is the owner, and has control, of the agricultural
23 data that originates from the farm, land, device, or equip-
24 ment of that agricultural producer.

25 (c) NONEXCLUSIVE RIGHT OF CONTROL.—

1 (1) IN GENERAL.—A controller or processor
2 that collects, stores, or uses agricultural data is
3 deemed to have a nonexclusive right of control over
4 that agricultural data solely for the purpose of pro-
5 viding services, maintaining equipment, or per-
6 forming data processing authorized by the agricul-
7 tural producer.

8 (2) EXCLUSION OF SALE.—The nonexclusive
9 right of control that is granted to a controller or
10 processor under paragraph (1) does not include the
11 power to engage in the sale of the agricultural data.

12 **SEC. 5. SALES OF AGRICULTURAL DATA.**

13 (a) IN GENERAL.—A controller or processor shall not
14 engage in the sale of agricultural data without the express
15 written consent of the applicable agricultural producer.

16 (b) MEANS OF OBTAINING.—Written consent for the
17 sale of agricultural data described in subsection (a) shall
18 be obtained through a clear and conspicuous disclosure
19 that is separate from the primary terms of service or data
20 use agreement.

21 **SEC. 6. DISCLOSURES IN CONTRACTS AND AGREEMENTS.**

22 (a) IN GENERAL.—Each contract or agreement en-
23 tered into on or after January 1, 2027, involving the col-
24 lection or processing of agricultural data shall contain a
25 specific provision stating that the controller or processor

1 is prohibited from engaging in the sale of that agricultural
2 data without the express written consent of the agricul-
3 tural producer.

4 (b) UNENFORCEABILITY.—Any contract provision
5 that waives or limits the requirements of this Act is con-
6 trary to public policy and is void and unenforceable.

7 **SEC. 7. SECURITY PRACTICES.**

8 (a) IN GENERAL.—Any controller or processor in
9 custody or possession of agricultural data shall establish,
10 implement, and maintain reasonable administrative, tech-
11 nical, and physical data security practices to protect the
12 confidentiality, integrity, and accessibility of that agricul-
13 tural data.

14 (b) REQUIREMENTS.—Security practices described in
15 subsection (a)—

16 (1) shall be appropriate for the volume and na-
17 ture of the agricultural data; and

18 (2) shall protect against unauthorized access,
19 use, disclosure, modification, or loss.

20 **SEC. 8. ENFORCEMENT.**

21 (a) IN GENERAL.—The Attorney General may bring
22 an action in the appropriate District Court of the United
23 States against any controller or processor that violates
24 this Act—

25 (1) to seek injunctive relief; or

1 (2) to recover a civil penalty in the amount of
2 \$1,000 for each separate violation.

3 (b) DEPOSIT.—Any civil penalty that is recovered
4 under subsection (a)(2) shall be deposited in the general
5 fund of the Treasury.

6 (c) EXCLUSIVE REMEDY.—The enforcement author-
7 ity granted to the Attorney General under this section
8 shall be the exclusive remedy for violations of this Act.

9 (d) EFFECT.—Nothing in this Act creates any new
10 private cause of action.

11 **SEC. 9. NOTICE.**

12 (a) IN GENERAL.—Prior to bringing an action to re-
13 cover a civil penalty for a violation of section 6 or 7, the
14 Attorney General shall provide a controller or processor
15 with a written notice that identifies the specific provision
16 of section 6 or 7 that the Attorney General alleges has
17 been or is being violated.

18 (b) OPPORTUNITY TO CURE.—No action for a civil
19 penalty described in subsection (a) shall be initiated if,
20 within 45 days after receiving the written notice described
21 in that subsection, the controller or processor—

22 (1) cures each alleged violation described in the
23 notice; and

24 (2) provides the Attorney General with a writ-
25 ten statement that—

1 (A) specifies that each alleged violation de-
2 scribed in the notice has been cured; and

3 (B) the controller or processor will refrain
4 from further violations of this Act.

5 (c) INAPPLICABILITY.—This section shall not apply
6 to any violation of section 5.

7 **SEC. 10. ADMINISTRATION.**

8 The Secretary of Agriculture shall administer this
9 Act, except with respect to enforcement under sections 8
10 and 9.

11 **SEC. 11. EFFECT.**

12 Nothing in this Act—

13 (1) limits or supersedes any duty or obligation
14 that is imposed by any other Federal law;

15 (2) relieves any person from any duty or obliga-
16 tion otherwise imposed by law; or

17 (3) impairs, supersedes, or otherwise affects the
18 terms of any private contract that is in existence
19 prior to the date of enactment of this Act.