



## Annex 1: Subcontractor Agreement\*

\*This document is provided only for reference. The actual Subcontractor Agreement template will be provided to the winning applicant during the Contracting phase.

## Contracting parties

ITC Murska Sobota (ITC), Lendavska ulica 5a, 9000 Murska Sobota, Slovenia, VAT number: SI51545535 represented for the purpose of signing the Agreement by the director, Denis Topolnik, legal representative of ITC.

Hereinafter referred as the "**CLIENT**"

and

*NAME OF THE BENEFICIARY, SME OR OTHER LEGAL ENTITY ORGANIZED UNDER THE LAWS OF BENEFICIARY'S COUNTRY, ESTABLISHED IN ADDRESS, VAT NUMBER, REPRESENTED BY THE LEGAL REPRESENTATIVE OF THE BENEFICIARY*

Hereinafter referred as the "**SUBCONTRACTOR**"

The two signatories are hereinafter collectively referred as the "Contracting Parties"

HAVE AGREED to the following terms and conditions, including those in the Call for Subcontractors Annexes, which form an integral part of this Subcontractor Agreement. (hereinafter referred as the "Contract").



## General provisions

The European Commission (hereinafter referred as the " EC") and the Project Coordinator of the Farmtopia consortium, have signed the Grant Agreement no 101083541 for the implementation of the project "Democratizing digital farming through smart solutions for small farms." (Acronym: Farmtopia) within the framework of the Programme HORIZON-CL6-2022-FARM2FORK-02-04.

The Subcontractor has received the favorable resolution by the Client and therefore is entitled to receive funding and support according to the terms and conditions set out under this Subcontractor Agreement and in accordance with the Annex 2: Guidelines for Applicants.

This Contract aims at defining the framework of rights and obligations of the Contracting Parties.



## Article 1 – Entry into force and Termination of the contract

### 1.1 Entry into force

This contract shall enter into force on xx.xx.2025 (tentative date), subject to its signature by the last Contracting Party. The Client shall sign this contract, only after the following documents have been received from the Subcontractor:

- Proof of VAT registration of the Subcontractor,
- Bank Information Form (as given in Annex of this contract).
- Copy of ID-card or Passport of legal representatives of the Subcontractor,
- Copy of the original Extract of registration of the Subcontractor,

All Contracting parties must sign this document no later than xx.xx.2025. (tentative date) in order to organize a Kickoff Meeting before the official start of piloting.

All documents shall be sent to the following address: [tomaz.bokan@itc-cluster.com](mailto:tomaz.bokan@itc-cluster.com),

The Subcontractor is solely responsible for the accuracy of all data provided to the Farmtopia consortium.

### 1.2 Contract termination

This contract terminates in the event of unjustified withdrawal by the Subcontractor of the current fulfilment of its Contract obligations. "Unjustified withdrawal" covers any situation out of "Force Majeure" qualification which determines the absence of performance of the Subcontractor contractual obligations.

## Article 2 – Obligations and Responsibilities of the Subcontractor

The obligations and responsibilities of the Subcontractor are defined in detail in the "Call for Subcontractors" published on xx.xx.2025

In order to receive funding from the Client, the Subcontractor that has been declared the winner must submit the relevant deliverables. Only after they have been given positive feedback regarding their deliverables, shall they be entitled to the funding from the Client. Upon receiving positive feedback regarding their deliverable, the Subcontractor must send the Request for Payment and a Certificate of Tax Residence to receive the funding.

In case the deliverables have not been evaluated positively, the Client will ask the Subcontractor for additional clarifications. This could affect the timing of payments, as the positive review of the deliverable is the trigger for releasing the respective payment.

In case the Subcontractor does not comply with the additional request by the Client or if the deliverables are not accepted upon receiving additional clarifications, the Client reserves the right to terminate the contract automatically. In such a case, all financial transactions made by The Client towards the Subcontractor (if any at a designated time) must be reimbursed within 10 calendar days upon receipt of an official contract termination.



Additionally, the Subcontractor shall take every necessary precaution to avoid any risk of conflict of interest relating to economic interests, political or national affinities, personal or any other interests liable to influence the impartial and objective performance of the subproject. If the Subcontractor is involved in a conflict of interest or is at risk of conflict of interest, the Subcontractor must formally notify the Client without delay and immediately take all necessary steps to rectify this situation. More information on what constitutes a Conflict of interest is available [HERE](#).

## Article 3 – Breach of Contractual obligations

In the event of the breach of the contractual obligations by the Subcontractor, the Client reserves the right to claim the Subcontractor the full refund of all payments made to the Subcontractor up to date and suspend all further payments. The Client shall determine the breach of the contractual obligations by the Subcontractor. The provision of false or misleading declarations by the Subcontractor or any unsolved situation of conflict of interest constitutes an example of a breach of contractual obligations by the Subcontractor.

## Article 4 – Financial contribution and financial provisions

### 4.1 Maximum financial contribution

The maximum financial contribution to be granted by The Client to the Subcontractor shall not exceed the amount of 20,000€ (**to be replaced with the offered price**). This financial contribution will be given in two installments, upon acceptance of the respective deliverables.

### 4.2 Distribution of financial contribution

The financial contribution to be granted to the Subcontractor shall be distributed in accordance with the Call for Subcontractors document.

In any case, the financial grant to be paid will always be subject to:

- Reception of the relevant deliverable(s),
- Reception of the Request for Payment and Certificate of Tax Residence,
- The Subcontractor's Bank Account matches the Instructions for payment issued by the bank of the Subcontractor,
- Payments to the Subcontractor will be made by The Client. In particular:
  - The Client reserves the right to withhold the payments in case the Subcontractor does not fulfil its obligations and tasks as per Call for Subcontractors;
  - Banking and transaction costs charged by any of the banks related to the handling of any financial resources made available to the Subcontractor by the Client shall be covered by the holder of the bank account which originated the cost. This means that the Client bears the cost of transfers charged by their bank and the Subcontractor bears the costs of transfers charged by the bank of the Subcontractor;
- Payments will be released by the Client no later than ten working days after the notification of deliverable acceptance and the Request for payment,
- The Subcontractor is responsible for complying with any tax and legal obligations that might be attached to this financial contribution.



### 4.3 Payment schedule

The payment schedule is directly linked to the relevant stage of the Subcontractor's project as per Call for Subcontractors.

## Article 5 – Liability of the Subcontractor

Neither the Project Coordinator, the Client nor the EC can be held liable for any acts or omissions of the Subcontractor in relation to this Contract. At the same time, the Subcontractor is responsible for any act or omission that causes damage to the Coordinator, the Client, and/or the EC in relation to this Contract. The Subcontractor is also solely responsible for any damages that might come to third parties as a result of the Subcontractor's activities.

The Subcontractor shall bear sole responsibility for ensuring that their acts within the framework of this Contract do not infringe third parties' rights. There is no joint liability between the Contracting Parties.

## Article 6 – Confidentiality

With respect to all information of whatever nature or form as is disclosed between the Contracting Parties, acting either as a disclosing or receiving party, in connection with the subproject and identified in writing as confidential ('Confidential Information'), the terms of this Article shall apply.

The Contracting Parties agree that such information is communicated on a confidential basis and its disclosure may be prejudicial to the owner of information. The disclosing party may be irreparably harmed by the breach of the terms of this Article and it may claim indemnification concerning the hereby caused damages.

Therefore, the Contracting Parties agree on the following:

Confidential Information shall remain the sole property of the disclosing party, and nothing in this contract shall be construed as a grant by the disclosing party of any license, directly or by implication, in any Confidential Information;

Confidential Information shall be treated under conditions of strict confidentiality and reasonable precautions shall be taken to protect it, including, without limitation, all precautions employed by the receiving party with respect to their own confidential materials but in no event less than a reasonable standard of care;

Confidential Information shall not be used other than for the purposes relating to the subproject;

Confidential Information shall not be disclosed in any way to any third party nor copied, transferred, e-mailed without the prior written consent of the disclosing party;

Confidential Information shall not be removed or destroyed without the prior written consent of the disclosing party;

Confidential Information, and any copies or extracts thereof, shall be returned or destroyed at the end of the subproject, or upon a request by the disclosing party at any time, save to the extent that such Confidential Information needs to be retained according to the applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with internal policies, by notifying in advance and in writing the disclosing party accordingly.



The above shall not apply:

- to any document or information that the receiving party can reasonably prove was known or was in their possession before the date of this contract;
- if the information becomes public knowledge other than as a result of a breach of this Article;
- if the information is required to be disclosed by law or a court order provided that (a) the receiving party uses diligent reasonable efforts to limit disclosure to the extent required, unless prohibited by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body, and that (b) the receiving party notifies in advance and in writing the disclosing party of the obligation to make such disclosure.

## Article 7 – Force Majeure

"Force Majeure" shall mean, any unforeseeable exceptional situation or event beyond the Contracting Parties control, which prevents either of them from fulfilling any of their obligations under the Agreement, which was not attributed to error or negligence on their part and which proves to be inevitable in spite of exercising all due diligence.

Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

The Contracting Parties shall take the necessary measures to limit any damage due to force majeure. They shall do their best to resume the implementation of the action as soon as possible.

No contracting party shall be considered to be in breach of its obligations and tasks if Force Majeure causes such breach. A Contracting Party will notify the other Contracting Parties of any Force Majeure as soon as possible. In case the Subcontractor is not able to overcome the consequences of Force Majeure within 10 (ten) days after such notification, the Farmtopia Consortium will decide accordingly, including the termination of the Contract.

## Article 8 – Giving visibility to the EU funding

The Subcontractor must promote the subproject, the Farmtopia project and its results, by providing the description of their project upon request from the Farmtopia Consortium and highlight the financial support of the EC.

Unless the European Commission or the Farmtopia coordinator requests or agrees otherwise or unless it is impossible, any communication activity related to the action (including in electronic form, via social media, etc.), any publicity, including at a conference or seminar or any type of information or promotional material (brochure, leaflet, poster, presentation etc.), and any infrastructure, equipment and major results funded by the grant must:

- (a) display the EU emblem;
- (b) display the Farmtopia logo and
- (c) include the following text:

*"This project has received funding from the European Union's Horizon Europe research and innovation programme under project Farmtopia (grant agreement No 101083541)".*



When displayed in association with a logo, the European emblem should be given appropriate prominence. This obligation to use the European emblem in respect of projects to which the EC contributes implies no right of exclusive use. It is subject to general third-party use restrictions that do not permit the appropriation of the emblem, or any similar trademark or logo, whether by registration or by any other means. Under these conditions, the Subcontractor is exempted from the obligation to obtain prior permission from the EC to use the emblem. Further detailed information on the EU emblem can be found on the Europa web page.

Any publicity made by the Subcontractor in respect of the subproject, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the EC or Farmtopia project is not liable for any use that may be made of the information contained therein.

The EC and the Farmtopia consortium shall be authorised to publish, in whatever form and on or by whatever medium, the following information:

- the official name of the Subcontractor;
- contact address of the Subcontractor;
- the general purpose of the subproject;
- the amount of the financial contribution foreseen for the subproject; after the final payment, and the amount of the financial contribution actually received;
- the geographic location of the activities carried out;
- the list of dissemination activities and/or of patent (applications) relating to foreground;
- the details/references and the abstracts of scientific publications relating to foreground and, if funded within the subproject, the published version or the final manuscript accepted for publication;
- the publishable reports submitted to Farmtopia;
- any picture or any audio-visual or web material provided to the EC and Farmtopia in the framework of the subproject.

The Subcontractor shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the EC and Farmtopia does not infringe any rights of third parties.

Upon a duly substantiated request by the subproject representative, the Farmtopia consortium, if such permission is provided by the EC, may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subcontractor's security, academic or commercial interests.

Any publicity made by the Subcontractor in respect of the subproject accepted by the Farmtopia consortium, in whatever form and on or by whatever medium, must specify that it reflects only the author's views and that the Project Coordinator, Farmtopia consortium or EC are not liable for any use that may be made of the information contained therein.

The Farmtopia consortium and EC shall be authorised to publish, in whatever form and on or by whatever medium the following information:

- The legal name of the Subcontractor
- Contact address of the Subcontractor
- The general purpose of the project
- The amount of financial contribution of the EC





The Subcontractor shall ensure that all necessary authorisations for such publication have been obtained and that the publication of the information by the Project Coordinator, Farmtopia consortium or EC does not infringe any rights of third parties.

Upon a duly substantiated request by the Project Coordinator on behalf of the Subcontractor, the EC may agree to forego such publicity if disclosure of the information indicated above would risk compromising the Subcontractor's security, academic or commercial interests.

## **Article 9 – Data protection**

### **9.1 Data protection obligations**

The contracting parties have the obligation to abide by the Regulation (EU) 2016/679 (General Data Protection Regulation -GDPR) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The processing of personal data shall be carried out lawfully, fairly and in a transparent manner, collected for specified purposes and adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed.

The Subcontractor might use and process the data only for the purposes of this Contract and during the length of the Contract. Any unauthorised use is forbidden. In any event, neither the Farmtopia Project coordinator nor the Client will be held responsible for any abusive use of data incurred by the Subcontractor.

Subcontractor shall not try to re-identify anonymised data. If re-identification occurs, the Subcontractor commits not to use such data. The Subcontractor shall delete, at the end of this Contract, the data to which the Subcontractor has been granted access during the implementation process, except where an agreement is entered into with the Data Provider.

### **9.2 New data produced**

The Subcontractor acknowledges that they will be the "data controller" of any new dataset of personal information that the Subcontractor may produce in the course of the Farmtopia project.

## **Article 10 – Information obligation, Record keeping and Financial audit and controls**

The Client may request information from the Subcontractors, to verify that they:

- properly implemented the tasks described in Call for Subcontractors
- complied with their obligations described in this contract

The level of information requested will depend on the purpose of the request. The request of the information might be for any purpose (e.g. checks for monitoring the action or assessing reports and requests for payment; reviews; audits; investigations; evaluation of the suproject's impact).

The Subcontractor concerned must provide accurate, precise and complete information, in the format and within the deadline requested.

The Subcontractor must immediately inform the Client of any of the following:



- events which are likely to affect or delay the implementation of the action or affect the EU's financial interests, in particular: changes in their legal, financial, technical, organisational or ownership situation (including changes linked to one of the exclusion grounds listed in the declaration of honour signed before grant signature);
- circumstances affecting:
  - o the decision to award the subgrant or
  - o compliance with requirements under the Call for Subcontractors

The Subcontractor must keep appropriate and sufficient evidence to prove the proper implementation of their subproject and compliance with all the other obligations under the Open Call programme terms and conditions. 'Sufficiency' relates to the quantity of evidence; 'appropriateness' relates to its quality. Evidence is considered sufficient and appropriate if it is persuasive enough to support the facts or elements that need to be established.

### **Article 11 – Amendments**

Amendments or changes to this Contract shall be made in writing and signed by the duly authorized representative of the Contracting Parties.

### **Article 12 – Language**

The contract is drawn up in English language, which shall govern all documents, notices, meetings and processes relative thereto.

### **Article 13 – Applicable law**

This Contract shall be construed in accordance with and governed by the laws of Republic of Slovenia.

### **Article 14 – IPR**

Each Subcontractor that generates results owns the attached Intellectual Property Rights (IPRs) generated during the development process and will own results that are not IPRs. Each Subcontractor is responsible for the management and protection of its IPRs and bears the costs associated with this.

The Subcontractor funded within the Farmtopia project will be the unique owners of the technologies created within the framework of their sub-granted projects. Parts of their works will be requested to be public for Farmtopia dissemination purposes.



## Article 15 – Do Not Significant Harm

Subcontractor must always respect the 'Do Not Significant Harm Principle'. The Commission Communication on the European Green Deal introduced the green oath to 'do no harm'. The 'Do not Significant Harm' (DNSH) principle has been further specified in the EU Regulation on the establishment of a framework to facilitate sustainable investments (**Regulation (EU) 2019/2088**), commonly defined as the 'EU Taxonomy Regulation'. Six environmental objectives are listed in Article 23 of the EU Taxonomy and Article 17 specifies what can constitute a 'significant harm' for these objectives. Thus, the regulation provides that no measure should lead to significant harm to any of the six environmental objectives within the meaning of Article 17 of the Taxonomy Regulation.

<p>For ITC Murska Sobota (the Client)</p> <p>Mr Denis Topolnik Director Signature</p>       <p>Done at Murska Sobota on DD/MM/YYYY</p>	<p>For [SME] (the Subcontractor)</p> <p>Mr/Ms [NAME SURNAME] [POSITION_IN_COMPANY] [COMPANY NAME IF APPLICABLE] Signature</p>       <p>Done at _ on DD/MM/YYYY</p>



## Bank account information form

### ACCOUNT HOLDER INFORMATION

Account Name Holder <small>The name or title under which the account has been opened and NOT the name of the authorized agent</small>	
Holder's Address	
Postcode	
Town/City	
Country	
Contact Person <small>It does not need to be an authorised agent.</small>	
Telephone	

### BANK ACCOUNT INFORMATION

Bank Name	
Branch Address	
Postcode	
Town/City	
Country	
IBAN number / Account number <small>Format example: ES76 2077 0024 0031 0257 5766</small>	
SWIFT code <small>8 to 11 characters</small>	
BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE*	DATE + SIGNATURE OF ACCOUNT HOLDER <b>(OBLIGATORY)</b>

\* The bank stamp + signature of the bank representative can be substituted by the attachment of a recent bank statement (less than 2 months).

