



# CONFIDENTIALITY AND USER AGREEMENT SMART-FARM TOOL

Version 17.08.2022

## 1. General

By accessing and working with SMART-Farm, you give consent for

- **The Research Institute for Organic Agriculture Switzerland** (located in Switzerland in 5070 Frick, Ackerstrasse 113) and **The Research Institute for Organic Agriculture Austria** (located in Doblhoffgasse 7/10 A-1010 Wien) hereafter FiBL
- **The ÖMKi Research Institute of Organic Agriculture** (located in Hungary in 1033 Budapest, Miklós tér 1. ), hereafter ÖMKi
- **The IBLA Institute for Organic Agriculture** (located in Luxembourg in L-5365 Munsbach, 13, Rue Gabriel Lippman), hereafter IBLA

to collect, store and process certain personal data for the purpose of accessing and using SMART-Farm. This consent will constitute our lawful basis for processing your data in compliance with Article 6 of the General Data Protection Regulation.

FiBL will store your personal information, confidentially on a secure server, which can be only accessed by their authorised employees. The provision of your personal data is not a statutory or contractual requirement. You are not obliged to provide your personal data, however if you choose not to provide it, we will not be able to provide you with a SMART-Farm user-account.

## 2. User Obligations

- a. Users are all persons that view, access or work with SMART-Farm directly in the field or use it for training purposes, are interested in the application of SMART-Farm or (indirectly) contribute to the application or development of SMART-Farm as customer, student or scientist.
- b. The companies' trademarks and know-how are to be treated strictly confidential.
- c. All parties involved in the use of SMART-Farm carry joint responsibility to assure data-protection and security.
- d. The user will care for appropriate arrangements to ensure the data security and confidentiality. Confidential information is only to be handed to employees of FiBL, ÖMKi, IBLA. Information may only be passed on to third parties that have also signed the present agreement form and a service provider, such as an IT provider, which have also signed our confidentiality agreement.



- e. The user acknowledges that any data and information associated with SMART-Farm, be it in oral, written or electronic form have to be treated strictly confidential. All information and data that is provided within cooperation, a task or project and is of confidential nature, is to be treated as such and may not be used for other purposes as the original. In particular this means, a) not to grant access to unauthorized third parties, b) make full or extract copies c) for the own or foreign use, d) not to publish or issue information in a publication nor e) to use or implement them for the development of sustainability strategies or applications. Any other use of SMART-Farm (in whole or in part) to develop an analytical tool for the same or similar purpose as well as disclosure of the SMART-Farm tool to third parties is strictly prohibited. Users abide to the resulting non-disclosure obligation.
- f. Confidential information within this agreement are: a) any oral or written information and material, that are directly or indirectly received from *FiBL*, *ÖMKi*, *IBL* in respect to the cooperation and is marked as confidential, or by its nature, content or cause shows to be confidential; b) all agreed and entrusted services and work results as well as c) the SMART-Farm tool with all its components:
- indicators /the set of indicators
  - pro and contra statements
  - relevance and compliance check
  - indicator weighting
  - method of valuation and evaluation procedure
  - all algorithms, formula and calculation methods
- g. All property rights regarding the SMART-Farm tool, including content of the tool and database as well as all data and information resulting from the use of the tool belong to *FiBL*.
- h. The commitment of confidentiality also obliges the user beyond the end of the respective work, employment or cooperative relationship as well as respective successors.
- i. After termination of the cooperation, all available written and electronic documents and data are to be handed over to the *FiBL* and the user agrees to delete all documents on his side.
- j. SMART-Farm can only be used by those that are accredited by *FiBL* to apply SMART-Farm for evaluation. This accreditation can be obtained by participating an official SMART training or an individual introduction.
- k. Any costs that arise for *FiBL* should it come to violations of these obligations are to be refunded by the user.



**smart**  
sustainability monitoring  
and assessment routine

- l. In case of uncertainties or further questions regarding data-protection, all users are welcome to address these to the SMART-Farm-Administration at [info@sustainable-food.com](mailto:info@sustainable-food.com).
- m. Amendments of this agreement must be in writing.

### 3. What information do we collect and why do we use it?

SMART-Farm stores private user data only during i) registration and ii) questionnaire creation and limits to: Username, First Name, Surname, Email address, Standard Language and Country, Password (encrypted), User Role, Timestamp of registration, Amount of Questionnaires and Comments. This data is transmitted via an encrypted connection and stored as confidential in SMART's database located in the European Union.

No further processing or sharing of this private user data is done, apart from the following purposes:

- a. Communication with the user
- b. Access rights management
- c. Basic settings management

### 4. What is the applicable legal basis that allows us to process personal data?

FiBL, ÖMKi, IBLA need to process data for the purposes described in article **3a** to pursue its legitimate interest, namely to be able to contact the user.

FiBL, ÖMKi, IBLA need to process data for the purposes described in article **3b** to ensure that it is complying with its legal obligations (related to authorised access to farm-related personal data).

FiBL, ÖMKi, IBLA need to process data for the purposes described in article **3c** to perform its legitimate interest, namely to personalize the use of SMART to the user needs.

**FiBL**

FiBL Schweiz / Suisse  
Ackerstrasse 113, CH-5070 Frick  
Tel. +41 (0)62 865 72 72  
[info.suisse@fibl.org](mailto:info.suisse@fibl.org)  
[www.fibl.org](http://www.fibl.org)



## 5. Legal Rights

The Data Controller within the meaning of Art. 4 No. 7 General Data Protection Regulation (hereinafter: "GDPR") is:

### **Research Institute of Organic Agriculture (FiBL)**

Ackerstrasse 113 / Postfach 219, CH-5070 Frick

Telefon +41 62 8657-267

Fax +41 62 8657-273

smart@fibl.org

You may contact the Data Controller to withdraw your consent to process your personal data at any time, to obtain a copy of any personal data we hold on you at any time, or to correct any errors in any personal data we hold on you. If you have any complaints about how we handle your data, you have the right to make a complaint to competent supervisory authority.

Your personal data will be treated confidentially and processed for as long as you do not withdraw your current consent.

|  |                         |
|--|-------------------------|
| Surname: .....                                   | Name: .....             |
| Institution / company (if applicable) :<br>..... |                         |
| Address: .....                                   | Postcode/Country: ..... |
| Email Address: .....                             |                         |
| I hereby confirm that I give my consent          |                         |
| Place/Date: .....                                | Signature: .....        |