



Došlo na právní oddělení ČZU dne:

12. 03. 2020

Dated 27 February 2020

**ECORYS BRUSSELS NV**

and

**Česká zemědělská univerzita v Praze (CZU)**

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**Consultancy Agreement**

**Consultant Company**

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CONTRACT NAME

**Evaluation of Geographical Indications and Traditional Specialities Guaranteed  
protected in the EU**

CONTRACT NO.

**Contract AGRI-2019-0390  
Internal reference number BR35229**

**This Agreement** is dated 27 February 2020

**Between**

- (1) **ECORYS BRUSSELS NV**, incorporated and registered in Belgium with VAT number BE0808.974.951, whose registered office is 12 Rue Belliard, 1040 Brussels ("**Ecorys**"); and
- (2) **Česká zemědělská univerzita v Praze (CZU)** incorporated and registered Czech Republic, whose registered office is Kamýcká 129, 165 00 Praha - Suchbát (the "**Consultant Company**").

**Recitals:**

- (A) Ecorys is a company that provides research and consulting services, international development, digital and communications services, grant management, social policy services and programme delivery.
- (B) Ecorys has entered into an agreement (the Main Contract) under which Ecorys agrees to supply certain services to DG Agriculture (the Client) in connection with the Project.
- (C) Ecorys wishes to engage the Consultant Company to perform the Services under the terms of this Agreement.
- (D) The parties hereby irrevocably agree that this Agreement reflects the relationship between them and that there exists no relationship other than that of client / customer and independent contractor.

**ECORYS BRUSSELS NV**

12 -03- 2020

VAT nr: BE 0808.974.951

12 -03- 2020

**Česká zemědělská univerzita v Praze (CZU)**



SIGNATURE OF CONSULTANT COMPANY  
REPRESENTATIVE, Ing. Karel Půbal, Ph.D., Bursar

**NOW IT IS HEREBY AGREED** as follows:-

Prověřeno právním odd. ČZU v Praze  
*HK*

### Scope of Services

Reference Number/Project Title

Evaluation of Geographical Indications and Traditional Specialities Guaranteed protected in the EU

Consultant Company key contact details & other information:

xxxx

Mail: xxxx

Services:

Data collection in Czech Republic as described in the Schedule 4 "Guidelines for national experts"

Services Start Date:

2 March 2020

Services End Date:

17 October 2020

Ecorys Contact Details:

xxxx

### Schedule of Fees and Expenses

5600 EUR as a lump sum, excluding expenses.

The above fee is expected to cover all travel, subsistence and other expenses incurred by the Consultant Company. No other travel, subsistence or other expenses will be paid to the Consultant Company unless prior written approval has been given by Ecorys or detailed below.

It is the responsibility of the Consultant Company to ensure that its final invoice is issued promptly following completion of the Services and that this invoice covers all outstanding expenditure due under this Agreement. Upon payment of the final invoice all amounts due to the Consultant Company under this Agreement shall be deemed to have been paid and Ecorys shall have no further liability to the Consultant Company to make further payments of any kind.

Travel and other costs:

In addition to the lump sum, travel and accommodation costs will be reimbursed based on receipt, with a maximum amount of 1240 EUR.

## **Standard Terms**

### **1. Term of engagement**

- 1.1. Ecorys shall engage the Consultant Company and the Consultant Company shall make available to Ecorys the Individual Consultants to provide the Services on the terms of this Agreement.
- 1.2. The Individual Consultants shall be directly employed by and act as a representative of the Consultant Company in order to provide the Services to Ecorys according to the terms of this Agreement. The Individual Consultants will only be coordinated and managed by the Consultant Company.
- 1.3. The Engagement shall commence on the Services Start Date and shall continue until the Services End Date unless terminated earlier:
  - 1.3.1. as provided by the terms of this Agreement; or
  - 1.3.2. by Ecorys giving the Consultant Company 1 months' prior written notice.
- 1.4. Schedule 1 contains the definitions and rules of interpretation applicable to this Agreement.

### **2. Duties and obligations**

- 2.1. During the Engagement the Consultant Company shall, and (where appropriate) shall procure that the Individual Consultants shall:
  - 2.1.1. provide the Services with all due care, skill and ability and use its or their best endeavours to promote the interests of Ecorys and any associated entity;
  - 2.1.2. unless the Individual Consultants are prevented by ill health or accident, devote the number of days specified in the Scope of Services to the carrying out of the Services together with such additional time (if any) as may be necessary for their proper performance;
  - 2.1.3. comply with all reasonable standards of safety and comply with Ecorys's health and safety procedures from time to time in force at the premises where the Services are provided and report to Ecorys any unsafe working conditions or practices;
  - 2.1.4. promptly give to the Board all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of Ecorys or any associated entity; and
  - 2.1.5. undertake to Ecorys that during the Engagement it shall, and shall procure that the Individual Consultants shall, take all reasonable steps to offer (or cause to be offered) to Ecorys any Business Opportunities as soon as practicable after the same shall have come to its or their knowledge and in any event before the same shall have been offered by the Consultant Company or the Individual Consultants (or caused by the Consultant Company or the Individual Consultants to be offered) to any other party provided that nothing in this clause shall require the Consultant Company or the Individual Consultants to disclose any Business Opportunities to Ecorys if to do so would result in a breach by the Consultant Company or the Individual Consultants of any obligation of confidentiality or of any fiduciary duty owed by it or them to any third party.

- 2.1.6. in the performance of the Services, use all reasonable endeavours to conserve energy, water, wood, paper and other resources; reduce waste (including recycling all appropriate materials); phase out the use of ozone depleting substances; and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health or the environment. The Consultant Company and the Individual Consultants should only take instructions relating to the Services from the Ecorys Project Manager or Project Administrator named in the Scope of Services.
- 2.1.7. Day-to-day reporting shall be made by the Consultant Company to the Ecorys Project Manager or as otherwise requested by the Ecorys Project Manager.
- 2.1.8. The Consultant Company shall ensure that all Individual Consultants engaged in connection with this Agreement have been vetted and recruited to the level requested by Ecorys and warrants that all personnel are appropriately skilled, qualified, and experienced as required to perform the Services.
- 2.1.9. Any delays in carrying out the Services must be immediately notified to the Ecorys Project Manager together with an explanation of the reason for the delay.
- 2.1.10. The Consultant Company shall ensure that in performing the Services the Individual Consultants shall not act in any way that would embarrass, bring into disrepute or otherwise diminish the trust that the public places in Ecorys or the Client.
- 2.1.11. The Consultant Company warrants that it has all licences, permissions, and rights to use any materials or equipment required to perform the Services.
- 2.2. The Consultant Company shall perform the Services in accordance with this Agreement and the requirements of the Main Contract (insofar as it relates to the provision of the Services). Where any term or provision of this Agreement conflicts or is inconsistent with the terms of the Main Contract, the terms and provisions of the Main Contract shall to that extent prevail.
- 2.3. If the Individual Consultants are unable to provide the Services due to illness or injury, the Consultant Company shall advise Ecorys of that fact as soon as reasonably practicable and shall take all reasonable steps to replace as soon as practicable any Individual Consultant who is unavailable for any reason whatsoever. For the avoidance of doubt, no fee shall be payable in accordance with clause 3 in respect of any period during which the Services are not provided by the Consultant Company.
- 2.4. The Consultant Company shall use its reasonable endeavours to ensure that the Individual Consultants are available at all times on reasonable notice to provide such assistance or information as Ecorys may require.
- 2.5. The Consultant Company undertakes that for the duration of the Engagement and at all times whilst providing the Services under this Agreement the Individual Consultants will be engaged as an employee of the Consultant Company under a written contract of employment.
- 2.6. Unless it or he has been specifically authorised to do so by Ecorys in writing:
  - 2.6.1. neither the Consultant Company nor the Individual Consultants shall have any authority to incur any expenditure in the name of or for the account of Ecorys; and

- 2.6.2. the Consultant Company shall not, and shall procure that the Individual Consultants shall not, hold themselves out as having authority to bind Ecorys.
- 2.7. The Consultant Company shall:
- 2.7.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption in Belgium;
  - 2.7.2. promptly report to Ecorys any request or demand for any undue financial or other advantage of any kind received by the Consultant Company or the Individual in connection with the performance of this Agreement;
  - 2.7.3. immediately notify Ecorys if a foreign public official becomes an officer or employee of the Consultant Company or acquires a direct or indirect interest in the Consultant Company (and the Consultant Company warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);
  - 2.7.4. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force;
  - 2.7.5. ensure that all of its subcontractors and suppliers or other persons who are performing services for the Consultant Company in connection with this Agreement (including without limitation the Individual) comply with this clause 2.7.
  - 2.7.6. ensure that it has all licences and permissions to use any materials or equipment, including intellectual property rights of a third party as required in order to perform the Services.
- 2.8. The Consultant Company owes a duty of care to the Individual Consultants and is responsible for the health, safety, security of life and property and general wellbeing of the Individual Consultants and their property and this includes where the Individual Consultants carry out the Services.
- 2.8.1. The Consultant Company shall ensure that it has, prior to entering into this Agreement, and will throughout the duration of this Agreement:
    - 2.8.1.1. carry out an appropriate risk assessment with regard to its delivery of the Services;
    - 2.8.1.2. provide the Individual Consultants with adequate information, instruction, training and supervision prior to deployment;
    - 2.8.1.3. have appropriate communication networks and dissemination methods in place to allow for Individual Consultants to be contacted in the field;
    - 2.8.1.4. have appropriate emergency procedures in place to enable the provision of the Services so as to prevent damage to the Individual Consultant's health, safety, security of life and property and general wellbeing and to respond adequately to a crisis or major incident;
  - 2.8.2. The Consultant Company will provide evidence of its compliance with Clause 2.8.1 above to Ecorys upon request.

- 2.8.3. The Consultant Company shall ensure that Ecorys is notified of any crisis, emergency, or major incident affecting Individual Consultants as soon as practicable.
- 2.9. The Consultant Company agrees to assist Ecorys at its own expense in connection with any investigation requested by Ecorys or an end customer of Ecorys relating to the Services or the activities of the Consultant Company under this Agreement.
- 2.10. The Consultant Company shall allow Ecorys and any auditors of or other advisers of Ecorys to access any of the Consultant Company's premises, personnel and relevant records as may be reasonably required in order to:
- 2.10.1. fulfil any legally enforceable request by Ecorys, any Ecorys end customer or regulatory body;
  - 2.10.2. undertake verification of the accuracy of the charges or identify suspected fraud under this Agreement;
  - 2.10.3. undertake verification that the Services are being provided and all obligations of the Consultant Company are being performed in accordance with this Agreement; or
  - 2.10.4. undertake verification of compliance with the Relevant Requirements and Relevant Policies.
  - 2.10.5. The Consultant Company shall provide Ecorys (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to any request made by Ecorys under this clause 2.10. Ecorys shall provide reasonable notice of its intention to exercise its rights under this clause 2.10 unless Ecorys is exercising its rights in respect of a suspected fraud in which case no notice shall be required. The parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 2.10, unless any investigation identifies a material default by the Consultant Company in which case the Consultant Company shall reimburse Ecorys for all its reasonable costs incurred in the course of the investigation

### **3. Fees**

- 3.1. Ecorys shall pay the Consultant Company a fee for the provision of the Services as set out in the Scope of Services. Unless the invoicing and payment terms are set out in the Scope of Services, on the last working day of each month during the Engagement the Consultant Company shall submit to Ecorys an invoice which gives details of the days on which the Individual has worked, the services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
- 3.2. Unless the payment terms are set out in the Scope of Services, all payment made under the terms of this Agreement will be on the basis of "paid when paid" such that no Consultant Company invoices will be paid if Ecorys's invoice relating to the Consultant Company's work with the Client remains unpaid. The Consultant Company will use all reasonable endeavours to help Ecorys release the payment from the Client.
- 3.3. Ecorys shall be entitled to deduct from the fees (and any other sums) due to the Consultant Company any sums that the Consultant Company or the Individual Consultants may owe to Ecorys or any Group Company at any time.
- 3.4. Payment in full or in part of the fees claimed under clause 3 shall be without prejudice to any claims or rights of Ecorys or any Group Company against the Consultant Company or the Individual Consultants in respect of the provision of the Services.

- 3.5. The Consultant Company undertakes that it shall pay and remain liable at all times for any and all corporation taxes and any other applicable taxes payable and owed by the Consultant Company and any personal income tax and social insurance contributions due in respect of the Individual.

4. **Other activities**

- 4.1. Nothing in this Agreement shall prevent the Consultant Company or the Individual Consultants from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- 4.1.1. such activity does not cause a breach of any of the Consultant Company's obligations under this Agreement;
- 4.1.2. the Consultant Company shall not, and shall procure that the Individual Consultants shall not, engage in any activity if it relates to a business which is similar to or in any way competitive with the Business of Ecorys or any Group Company without the prior written consent of Ecorys.

5. **Confidential Information and Ecorys Property**

- 5.1. The Consultant Company acknowledges that in the course of the Engagement it and the Individual will have access to Confidential Information. The Consultant Company has therefore agreed to accept the restrictions in this clause 5.

- 5.2. The Consultant Company shall not, and shall procure that the Individual Consultants shall not (except in the proper course of its or their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication and disclosure of) any Confidential Information. This restriction does not apply to:

- 5.2.1. any use or disclosure authorised by Ecorys or required by law; or
- 5.2.2. any information which is already in, or comes into, the public domain otherwise than through the Consultant Company's or the Individual Consultants' unauthorised disclosure.

- 5.3. The Consultant Company will only use any Confidential Information (including any of the Client's Confidential information) to the extent necessary to perform its obligations under this Agreement.

- 5.4. At any stage during the Engagement, the Consultant Company will promptly on request return to Ecorys any Ecorys Property in its or the Individual's possession or control.

6. **Data protection**

- 6.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, that the Consultant Company is the (sub)Processor of personal data. Each Party shall comply with Data Protection Legislation when processing Personal Data.

- 6.2. Parties acknowledge that Personal Data may be processed by the Consultant Company for the purpose of, or in connection with: (i) the provision of the Services, where applicable; (ii) applicable legal or regulatory requirements; (iii) requests and communications from competent authorities; (iv) administrative, financial accounting, risk analysis and client relationship purposes; (v) to inform Ecorys and/or its representatives, employees, directors about the Consultant Company's professional and social activities and about any subject

that could be of interest to them, it being understood that if, in the future, Ecorys and/or its representatives, employees, directors no longer wish to receive such information, they may send a request free of charge by email to the Consultant Company (the "Purposes").

- 6.3. The Consultant Company will process Personal Data as (sub-)Processor of Ecorys or the Client who acts as the Controller. The scope of the processing of Personal Data carried out by the Consultant Company as (sub-)Processor of Ecorys in delivering services, where applicable, under this Agreement will be specified in Schedule 3.
- 6.4. The Consultant Company shall only process Personal Data listed in Schedule 3, unless required or requested to process such Personal Data for other purposes by applicable law or regulatory authorities. In such circumstances, the Consultant Company shall provide prior notice to Ecorys unless the relevant law or regulatory authority prohibits the giving of notice on important grounds of public interest. The Consultant Company shall inform Ecorys if (in the Consultant Company's opinion) Ecorys' instructions would be in breach of GDPR.
- 6.5. The Consultant Company shall only subcontract processing of Personal Data with the express written prior consent of Ecorys. Where such consent is provided, the Consultant Company shall ensure that it has a written agreement with any further sub-Processors it engages to process Personal Data. That agreement must impose obligations on the sub-Processor equivalent to those in this clause and the Consultant Company shall ensure that any such Sub-Processor complies with those obligations.
- 6.6. On termination of this Agreement, and at the option of Ecorys, the Consultant Company shall promptly return or delete, Personal Data and confirm that it has done so (except where the Consultant Company is obliged to retain a copy of such Personal Data by applicable law). For the avoidance of doubt, nothing in this clause 6.6 shall require the Consultant Company to delete copies of data that it holds on its own behalf as Controller.
- 6.7. The Consultant Company shall provide all reasonable assistance to the Ecorys in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of Ecorys, include:
  - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6.8. The Consultant Company shall, taking into account the state of technology development, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and shall ensure the Individual Consultants, any of its employees or agents are obliged to keep it confidential
- 6.9. Subject to clause 6.10, the Consultant Company shall notify Ecorys immediately if it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from any regulatory authority in connection with Personal Data processed under this Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event
- 6.10. The Consultant Company's obligation to notify under clause 6.9 shall include the provision of further information to Ecorys in phases, as details become available.
- 6.11. The Consultant Company shall indemnify Ecorys against all liabilities, costs, expenses, damages and losses suffered or incurred by Ecorys arising out of or in connection with the breach by the Consultant Company of the Data Protection Legislation.
- 6.12. Following a written request from Ecorys, the Consultant Company shall, in fulfilment of its obligation to demonstrate compliance with this clause 6 make available to Ecorys and the client information on its processing of Personal Data under this Agreement. At the Consultant Company's discretion, such information may take the form of certificates, third-party audit reports or other relevant documentary information.
- 6.13. The Consultant may only transfer Personal Data outside of the EEA with the express written prior consent of Ecorys and where the following conditions are fulfilled:
- (a) where it has a lawful basis for that transfer under Articles 44-49 GDPR
  - (b) where it has provided appropriate safeguards as specified in Article 46 GDPR
  - (c) where it is satisfied that data subjects have enforceable rights and effective legal remedies
  - (d) the Consultant Company complies with any reasonable instructions notified to it in advance by Ecorys with respect to the processing of the Personal Data;
7. **Intellectual property**
- 7.1. Each of Ecorys and the Consultant Company shall retain its rights in its Background IPR.
- 7.2. The Consultant Company warrants to Ecorys that it has obtained from the Individual Consultants a written and valid assignment of all existing and future Intellectual Property Rights in the Works and the Inventions and of all materials embodying such rights and a written irrevocable waiver of all the Individual's statutory moral rights in the Works, to the fullest extent permissible by law, and that the Individual Consultants have agreed to hold on trust for the Consultant Company any such rights in which the legal title has not passed (or will not pass) to the Consultant Company. The Consultant Company agrees to provide to Ecorys a copy of this assignment upon request.
- 7.3. The Consultant Company hereby assigns to Ecorys all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this Agreement, the Consultant Company holds legal title in these rights and inventions on trust for Ecorys.
- 7.4. The Consultant Company undertakes to Ecorys:

- 7.4.1. to notify to Ecorys in writing full details of all Inventions promptly on their creation;
- 7.4.2. to keep confidential the details of all Inventions;
- 7.4.3. whenever requested to do so by Ecorys and in any event on the termination of the Engagement, promptly to deliver to Ecorys all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in its or the Individual's possession or control;
- 7.4.4. not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by Ecorys; and
- 7.4.5. to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to Ecorys;

and the Consultant Company confirms that the Individual Consultants have given written undertakings in the same terms as set out in clauses 7.4.1. to 7.4.5 to the Consultant Company.

7.5. The Consultant Company warrants that:

- 7.5.1. it has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works or the Inventions;
- 7.5.2. it is unaware of any use by any third party of any of the Works or the Inventions or Intellectual Property Rights in the Works or the Inventions; and
- 7.5.3. the use of the Works or the Inventions or the Intellectual Property Rights in the Works or the Inventions by Ecorys will not infringe the rights of any third party;

and the Consultant Company confirms that the Individual Consultants have given written undertakings in the same terms as set out in clauses 7.5.1 to 7.5.3 to the Consultant Company.

- 7.6. The Consultant Company agrees to indemnify Ecorys and each Group Company and keep them indemnified at all times against all or any costs, claims, damages or expenses incurred by them or for which they may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant Company to Ecorys during the course of providing the Services. Ecorys may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant Company.
- 7.7. The Consultant Company acknowledges that no further remuneration or compensation other than that provided for in this Agreement is or may become due to the Consultant Company in respect of the performance of its obligations under this clause 7.
- 7.8. The Consultant Company undertakes to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of Ecorys and at any time either during or after the Engagement, as may, in the opinion of Ecorys, be necessary or desirable to vest any Intellectual Property Rights in the Works and the Inventions in and register or obtain Intellectual Property Rights relating to the Works and the Inventions in the name of Ecorys. The Consultant Company confirms that the Individual has given written undertakings in the same terms as set out in this clause 7.8 to the Consultant Company.

8. **Insurance and liability**

- 8.1. The Consultant Company shall have liability for and shall indemnify Ecorys and any Group Company for any loss, liability, costs (including without limitation reasonable legal costs), damages or expenses incurred by them arising from any breach by the Consultant Company or the Individual Consultants of the terms of this Agreement including without limitation any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 8.2. The Consultant Company shall ensure that the Insurance Policies are taken out with reputable insurers and that the level of cover and other terms of insurance are acceptable to Ecorys.
- 8.3. The Consultant Company shall on request supply to Ecorys copies of the Insurance Policies and evidence that the relevant premiums have been paid.
- 8.4. The Consultant Company shall comply (and shall procure that the Individual Consultants comply) with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant Company is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant Company shall notify Ecorys without delay.
- 8.5. If the Individual Consultants are required to travel abroad in the course of the Engagement, the Consultant Company shall be responsible for any necessary insurances, inoculations and immigration requirements.

9. **Termination**

- 9.1. Ecorys may terminate the Engagement with immediate effect without notice and without any liability to make any further payment to the Consultant Company (other than in respect of amounts accrued before the Termination Date) if at any time:
- 9.1.1. the Consultant Company or the Individual Consultants commit any gross misconduct affecting the Business of Ecorys or any Group Company;
- 9.1.2. the Consultant Company or the Individual Consultants commit any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuse or neglect to comply with any reasonable and lawful directions of Ecorys;
- 9.1.3. the Individual Consultants are convicted of any criminal offence (other than an offence under any road traffic legislation in Belgium or elsewhere for which a fine or non-custodial penalty is imposed);
- 9.1.4. the Consultant Company or the Individual Consultants are, in the reasonable opinion of the Board, negligent or incompetent in the performance of the Services;
- 9.1.5. The Consultant Company fails to comply with any of its legal obligations in the fields of environmental, social or labour law;
- 9.1.6. the Individual Consultants are declared bankrupt or make any arrangement with or for the benefit of their creditors or has a court administration order made against them;

- 9.1.7. the Consultant Company makes a resolution for its winding up, makes an arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for protection from its creditors or an administration or winding-up order is made or an administrator or receiver is appointed in relation to the Consultant Company;
  - 9.1.8. the Individual Consultants are incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of thirty (30) days in any 52-week consecutive period;
  - 9.1.9. there is a change of control within the Consultant Company;
  - 9.1.10. the Consultant Company or the Individual Consultants commit any fraud or dishonesty or act in any manner which in the opinion of Ecorys brings or is likely to bring the Individual, the Consultant Company or Ecorys or any Group Company into disrepute or is materially adverse to the interests of Ecorys or any Group Company;
  - 9.1.11. the Consultant Company or the Individual Consultants commit any breach of clause 2.7; or
  - 9.1.12. the Ecorys end customer (the Client) relevant to the Services terminates its contract with Ecorys (the Main Contract) or requests that the Consultant Company is removed from the performance of the Services.
- 9.2. The rights of Ecorys under clause 9.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant Company as having brought the Agreement to an end. Any delay by Ecorys in exercising its rights to terminate shall not constitute a waiver of these rights.
- 9.3. Ecorys reserves the right at any time to suspend and/or terminate its contract with the Consultant Company upon 1 months' written notice for any reason or for its convenience, in which case this Agreement shall suspend and/or terminate upon the expiry of the notice period, without further action being necessary by the Parties. Upon such termination, Ecorys shall settle accounts on the basis of both the services provided by the Consultant Company up to the date of suspension and/or termination and any reasonable obligations entered into for the future in connection with the Agreement.
- 9.4. Ecorys may further terminate the whole or part of this Agreement, if for any reason Ecorys is dissatisfied with the performance of the Services. Termination made pursuant to this clause 9.4 shall be made by notice in writing to the Consultant Company and shall be effective from the date specified in the notice. Upon such termination the account between Ecorys and the Consultant Company shall be settled on the basis of the Services provided and costs reasonably incurred by the Consultant Company and of any commitments reasonably entered into for the future for the purposes of the present Agreement. Ecorys shall not be obliged to indemnify the Consultant Company in any way for the consequences of the termination of this Agreement.

#### 10. **Obligations on termination**

On the Termination Date the Consultant Company shall, and shall procure that the Individual Consultants shall:

- 10.1.1. immediately deliver to Ecorys all Ecorys Property which is in its or their possession or under its or their control;
- 10.1.2. irretrievably delete any Confidential Information of Ecorys or any Group Company and any information relating to the Business of Ecorys or any Group

Company stored on any magnetic or optical disk or memory and all information derived from such sources which is in its or their possession or under its or their control. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information of Ecorys and as such must be deleted from personal, social or professional networking accounts; and

- 10.1.3. ensure that the Services have been brought to an end in a cost-effective, prompt and orderly manner.

## **11. Status**

- 11.1. The relationship of the Consultant Company (and the Individual Consultants) to Ecorys is that of independent contractor and nothing in this Agreement shall render it (nor the Individual Consultants) an employee, worker, agent or partner of Ecorys and the Consultant Company shall not hold itself out as such and shall procure that the Individual Consultants shall not hold themselves out as such.

- 11.2. This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant Company shall be fully responsible for and shall indemnify Ecorys or any Group Company for and in respect of:

- 11.2.1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Individual Consultants in respect of the Services, where such recovery is not prohibited by law. The Consultant Company shall further indemnify Ecorys against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Ecorys in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

- 11.2.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual Consultants against Ecorys arising out of or in connection with the provision of the Services.

- 11.3. Ecorys may at its option satisfy the indemnity under clause 11.2 (in whole or in part) by way of deduction from payments due to the Consultant Company.

## **12. Notices**

- 12.1. Any notice given to a party under or in connection with this Agreement shall be in writing and shall be delivered by email, by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 12.2. Any notice shall be deemed to have been received:

- 12.2.1. if delivered by hand, on signature of a delivery receipt; or

- 12.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 11.00am on the second business day after posting.

- 12.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. **Entire agreement**

- 13.1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 13.2. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 13.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 13.4. Nothing in this clause shall limit or exclude any liability for fraud.

14. **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

16. **Third party rights**

Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement. Further, the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

17. **Assignment**

The Consultant Company may not assign or otherwise transfer or hold on trust its rights and obligations under this Agreement in whole or in part.

18. **Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Belgium.

19. **Jurisdiction**

Each party irrevocably agrees that the courts of Belgium shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

20. Ecorys agrees wholeheartedly with the publication of the full text of this Agreement so that this Agreement can be deemed information provided pursuant to Act No. 106/1999 Coll., on Freedom of Access to Information, as amended and Act No. 340/2015 Coll., on special conditions for effectiveness of certain contracts, publishing of such contracts and register of contracts (the Law on Register of Contracts), as amended.

### **Schedule 1 - Definitions and Interpretation**

The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

<b>"Background IPR"</b>	Any intellectual property rights of either party which exist at the Services Start Date or are developed independently of the Services,
<b>"Board"</b>	the board of directors of Ecorys (including any committee of the board duly appointed by it).
<b>"Business of Ecorys"</b>	the provision of research, consultancy and management services.
<b>"Business Opportunities"</b>	any opportunities which the Consultant Company or the Individual becomes aware of during the Engagement which relate to the Business of Ecorys or any Group Company or which the Board reasonably considers might be of benefit to Ecorys or any Group Company.
<b>"Capacity"</b>	as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
<b>"Client"</b>	the organisation that has requested Ecorys to carry out or procure certain services for the implementation of the Project under the provision of the Main Contract
<b>"Data Protection Impact Assessment"</b>	an assessment of the impact of the envisaged processing on the protection of Personal Data
<b>"Data Protection Legislation"</b>	<ol style="list-style-type: none"><li>1. Belgian laws implementing the Data Protection Directive (95/46/EC) and the Directive on Privacy and Electronic Communications (2002/58/EC);</li><li>2. the General Data Protection Regulation (2016/679) ("GDPR"), and</li><li>3. any other similar national privacy law.</li></ol>
<b>"Ecorys Property"</b>	all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of Ecorys or any Group Company or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant Company or the Individual's use by Ecorys during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant Company or the Individual on the computer systems or other electronic equipment of Ecorys, the Consultant Company or the Individual during the Engagement.

**"Confidential Information"**

information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of Ecorys or any Group Company for the time being confidential to Ecorys or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the Business of Ecorys or any Group Company or any of their suppliers, customers, agents, distributors, shareholders, management or business contacts and including (but not limited to) information that the Consultant Company or the Individual creates, develops, receives or obtains in connection with this Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**"Engagement"**

the engagement of the Consultant Company by Ecorys on the terms of this Agreement.

**"Group Company"**

subsidiaries or holding companies of Ecorys from time to time and any subsidiary of any such holding companies from time to time.

**"Individual Consultants"**

the individual consultants named in the Scope of Services.

**"Insurance Policies"**

commercial general liability insurance cover, employer's liability insurance cover, professional indemnity insurance cover, public liability insurance cover and any other insurance cover required by law or notified from time to time by Ecorys.

**"Intellectual Property Rights"**

patents, utility models, rights to Inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Invention"**

any invention, idea, discovery, development, improvement or innovation made by the Consultant Company or by the Individual in connection with the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**"Main Contract"**

the agreement entered into between Ecorys and the Client for the Project the relevant sections of which are

attached at Schedule 2.

**"Project"**

the project that Ecorys is engaged to deliver pursuant to the provisions of the Main Contract

**"Personal Data"**

Any personal data (as such term is defined in Data Protection Legislation) processed as part of the Services and where such processing falls within the scope of the GDPR.

**"Processor"**

A data processor or processor as defined in Data Protection Legislation.

**"Services"**

the services and other obligations set out in the Scope of Services.

**"Services End Date"**

the date on which the Services end.

**"Services Start Date"**

the date on which the Services start.

**"Termination Date"**

the date of termination of this Agreement, howsoever arising.

**"Works"**

all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software programs, inventions, ideas, discoveries, developments, improvements or innovations and all materials embodying them in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant Company or the Individual in connection with the provision of the Services.

The headings in this Agreement are inserted for convenience only and shall not affect its construction.

A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

## **Schedule 2 –**

### **Conditions relating to the Main Contract**

1. These Conditions relating to the Main Contract are supplemental to the Standard Terms and are hereby incorporated into the Agreement. In the event of any inconsistency between these Conditions and the Standard Terms, these Conditions will prevail.
2. The Consultant Company will provide all assistance and cooperation required in order to ensure that Ecorys complies with its obligations under the Main Contract and will ensure that it is familiar with the terms of the Main Contract and that to the extent necessary to perform the Services it acts in accordance with the terms of the Main Contract as if it were contracting directly with the Client as the supplier.

### Schedule 3 –

#### Personal Data Including Special Categories of Personal Data and Data Subjects – Data Processing Schedule

The Consultant Company shall comply with any further written instructions with respect to processing issued by Ecorys.

#### Data Processing

Description	Details
Subject matter of the processing	<i>Processing of personal data of interviewees</i>
Duration of the processing	<i>2 March to 17 October 2020</i>
Nature and purposes of the processing	<i>Collection, recording, storage</i>
Type of Personal Data	<i>Name, address, telephone number, email</i>
Categories of Data Subject	<i>Interviewees</i>
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under European Union or European member state law to preserve that type of data	<i>Data will be retained for the duration of the contract. Data will be destroyed afterwards</i>

#### **Schedule 4 –**

#### **Guideline for national experts**

# **Evaluation of Geographical Indications and Traditional Specialities Guaranteed protected in the EU**

## **Guidelines for national experts**

### **1. OBJECTIVES OF THE STUDY**

The study is conducted by the consortium AND-I, ECORYS and COGEA for the DG AGRI of the European Commission

The objective of the evaluation is to examine the relevance, effectiveness, efficiency, coherence and EU added value of the current implementation of the EU quality schemes on GI geographical indication (GI) and traditional specialty guaranteed (TSG). The regulatory framework under evaluation is:

- Regulation (EU) 1151/2012: aims at ensuring protection of the names as an intellectual property right and at providing clear information on the product to consumers, in the case of DOs and GIs. In the case of TSGs, it aims at safeguarding traditional methods of production and recipes. Reg (EU) No 668/2014 lays down the rules for the application of Reg 1151/2012.
- Reg (EC) No 1308/2013 aims at protecting the legitimate interests of consumers and producers, ensuring the smooth operation of the internal market, and promoting quality products. Rules for the application of this regulation were laid down in Reg (EU) No 2019/34.
- Reg (EC) No 110/2008: aims at the prevention of deceptive practices, the attainment of market transparency and fair competition between producers, and the attainment of a high level of consumer protection. Rules for the application of this regulation were laid down in Reg (EU) No 716/2013.
- Regulation (EU) No 251/2014 on the definition, description, presentation, labelling and the protection of geographical indications of aromatised wine products.

## 2. OVERVIEW OF THE ROLE OF NATIONAL EXPERTS

Specific data collection is implemented in 7 MS: CZ, DE, ES, FR, HU, IT, NL. The involvement of national experts for each tool is detailed in the table below.

Tool	Role of national expert	Time schedule
Electronic survey to National authorities	<u>Translation</u> of the questionnaire in ES, FR, IT	English version to be provided in early March.
Electronic survey to consumers	<u>Translation</u> of the questionnaire in CZ, DE, ES, FR, HU, IT, NL	Translated version asked <b><u>within 3 working days</u></b> after submission to the national experts.
Electronic survey to producer groups		
Qualitative interviews at national level	<u>Interviews</u> conducted by national expert + reporting	Final questionnaires to be provided in early March (max 10 <sup>th</sup> of March). Contacts can start now.
Case studies (qualitative interviews at regional level)		Different milestones for reporting are detailed in section 3. <b><u>Final reporting on the 20<sup>th</sup> April.</u></b>

## 3. TIME SCHEDULE

The study started in December 2019 and will last until Autumn 2020. The following table provides the deadlines for national experts.

	Internal deadline for national experts	Final deadline with DG AGRI
<u>Progress report</u>	<b><u>20<sup>th</sup> of March:</u></b> <ul style="list-style-type: none"> <li>State of play of the data collection: interviews conducted and scheduled, type of data collected (studies, dataset), difficulties encountered</li> </ul>	<b><u>25<sup>th</sup> of March</u></b> <ul style="list-style-type: none"> <li>State of play of data collection</li> </ul>
<u>2<sup>nd</sup> interim report</u>	<b><u>2<sup>nd</sup> of April :</u></b> <ul style="list-style-type: none"> <li>Update on the state of play of data collection</li> <li>Minutes from interviews at national level</li> <li>First outputs on each case study (under bullet point format)</li> <li>Any other data collected: studies, dataset....</li> </ul>	<b><u>17<sup>th</sup> of April</u></b> <ul style="list-style-type: none"> <li>Report on the data collected</li> <li>First answers to evaluation questions on effectiveness and efficiency</li> </ul>
<u>3<sup>rd</sup> interim report</u>	<b><u>20<sup>th</sup> of April:</u></b> <ul style="list-style-type: none"> <li>Full reporting on data collected: country report + case studies</li> </ul>	<b><u>31<sup>th</sup> of May</u></b> <ul style="list-style-type: none"> <li>Full reporting on data collected</li> <li>Answers to all evaluation questions</li> </ul>

Templates for reporting will be provided in March.

#### 4. LIST OF CASE STUDIES

The following table lists the case studies. The rationale for the selection of each case study is detailed in annex -> **please have a look to the annex.**

Detail on each GI/TSG can be found on EU website : <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>

MS	MS Secondary	Sector	Sub-sector	Scheme	Case study	Secondary focus of case study
CZ	SK	Agri	Meat product	TSG	Spišské párky	Other TSGs Špekačky, Lovecký salám / Lovecká saláma, Liptovská saláma / Liptovský salám
DE	/	Agri	F&V	PGI	Vegetables from Rechenau Island	/
DE	/	Agri	Beer	PGI	Bayerisches Bier	Other beers under PGI in Bavaria
DE	NL / FR	Spirit	/	GI	Genièvre	
ES	/	Wine	/	PDO	Ribera del Duero	Other local wines
ES	/	Agri	Fresh meat	PGI	Cordero Manchego	/
ES	/	Agri	Meat product	PDO	Jabugo	/
FR	/	Wine	/	PDO	Côtes du Rhône PDOs	Other local wines
FR	/	Wine	/	PGI	Pays d'Oc and other local PGIs	Other local wines
FR	/	Agri	Cheese	PDO	Beaufort	Other PDO cheese from Alps
HU	/	Wine	/	PDO	Tokaj	/
HU	AT	Spirit	/	GI	Pálinka	Other regional Pálinka
IT	/	Wine	/	PDO	Langhe PDOs	Other local wines
IT	/	Agri	Meat product	PGI	Speck Alto Adige / Südtiroler Markenspeck / Südtiroler Speck	/
IT	/	Agri	F&V	PDO	Basilico Genovese	/
IT	/	Agri	Olive oil	PDO	Dauno	Other olive oils from Puglia
NL	/	Agri	Cheese	PGI	Gouda Holland	Other cheese under PGI

- **Secondary MS for cross national GIs/TSGs:**
  - 1 or 2 contacts with producer group and/or producer to be conducted in the secondary MS in order to assess the differences of implementation and impacts between the different MS:
    - Genièvre in FR : AND
    - Genièvre in NL : Ecorys
    - Pálinka in AT : Ecorys
    - Spišské párky in SK : Ecorys
- **Secondary focus of case studies:** some GIs/TSGs may be produced in the same area as the GIs/TSGs covered by the case studies: produced by the same producers and, in some cases, managed by the same producer groups. In those circumstances, the qualitative interviews may also cover these other GIs/TSGs in order to assess if there are connections between these GIs/TSGs and differences in terms of impact and implementation. This does not request additional interviews. This will be indicated in the guidelines for interviews.

## **5. INTERVIEWS TO BE CONDUCTED BY NATIONAL EXPERTS**

Interviews with national authorities and for case studies are face to face interviews. Other interviews (consumer association, managers of other quality schemes) are phone interviews.

### **5.1 National level (2 to 5 interviews / MS)**

- National authority in charge of GIs/TSG (this may cover several contacts, depending on the organization of the national authority in each MS)
- Professional organization in charge of GIs/TSG if relevant (ex: FEDERDOC in IT, Origen Espana in ES, CNAOC and CNAOL in FR)
- Consumer organization

### **5.2 Regional level - > case studies (3 to 6 interviews / case study)**

- 1 interview with producer group for the GI/TSG covered by the case study
- 2-4 interviews with farmers / wholesaler / processors involved in the GI/TSG
- 1 interview with the Regional authority

### **5.3 Regional level - > interview in some case studies when a secondary MS is identified (1-2 interviews)**

- 1-2 interviews with producer group and/or producer for the case study where a secondary MS is identified:
  - Spišské párký in SK : Ecorys
  - Pálinka in AT : Ecorys
  - Genièvre in NL : Ecorys
  - Genièvre in FR : AND

### **5.4 National or regional level (depending on the case) -> 1 to 4 interviews**

- Manager of quality scheme -> list to be provided soon
- 1 interview with large a scale retailer by MS in charge of a sector where GIs/TSGs have a significant weight (for instance wine, cheese, meat products) or in connection with case studies.

## **6. DESK RESEARCH**

- On the rules of production for each GI/TSG covered by case study before the interviews <https://ec.europa.eu/info/food-farming-fisheries/food-safety-and-quality/certification/quality-labels/geographical-indications-register/>
- On the analysis of needs from Rural development programmes 2014-2020 in the areas of case studies. What is the analysis from the RDP regarding measure 3 (quality schemes): context, SWOT, needs? -> this will be detailed in the template for reporting.

## **7. DOCUMENTS TO BE PROVIDED TO NATIONAL EXPERTS**

The following documents will be provided in early March:

- Questionnaires
- Template for reporting

## 8. ANNEXE - DETAILS ON THE CASE STUDIES PROPOSED

### Wine sector

#### 1. Côtes du Rhône (PDOs, FR)

Rhône is a mixed territory with 30 PDOs and 6 PGIs. Among the PDOs, the regional PDO (Côtes du Rhône Regional) is marketed with large volume but medium prices while local PDOs may be sold on top of the range market with limited volumes (so called "villages" and "crus" PDOs).

The total sales value was billion 1,7 EUR in 2017. The individual size of PDOs ranged from a few thousands euros sales to EUR 580 million.

At regional level, an interbranch organization manages the different PDOs, in addition to producer groups for each PDO.

The case study will focus on PDO Côtes du Rhône, PDOs Côtes du Rhône villages (some of them with specific villages, such as Visan or Sainte-Cécile) and Crus des Côtes du Rhône (such as Gigondas).

#### 2. Pays d'Oc and other local PGIs (PGIs, FR)

Languedoc-Roussillon is the largest French region for wine production. The production decreased over the last decades due to economic difficulties. However, the PGI Pays d'Oc met a large development on the national and international markets, it gathers a large part of the regional production. Other PDOs and PGIs are also produced in the area. Some of these PGIs, "départementales" PGIs (covering a NUTS 3 area, such as PGI Aude or PGI Gard) face difficulties on the market because of low differentiation. Some other PGIs, with smaller protected areas are in better position on the market (for instance: PGI Côtes de Thau).

The case study will mainly focus on PGI Pays d'Oc. This will other cover other PGIs in the area: local and "départementales" PGIs.

#### 3. Ribera del Duero (PDO, ES)

Castilla y León is a large region for wine production, mainly oriented toward PDOs and to a lesser extent toward PGI. There are two large PDOs (Ribera del Duero and Rueda) with sales volumes around 700.000 hl in 2017 (sales value between EUR 200 million and EUR 400 million). There are four other PDOs with sales volume between 16.000 hl and 100.000 hl, the volume of the six remaining PDOs is below 4.000 hl (maximum EUR 1,2 million each). The sales volume of the PGI Castilla y León was 164.000 hl for EUR 49 Mhl.

The total sales volume of the PDOs and PGI in 2017 was 1,9 Mhl and EUR 765 million.

The case study will primarily focus on the PDO Ribera del Duero and, secondarily, on the PDO Valtiendas (small-scale PDO with protected area close to Ribera del Duero) and the PGI Castilla y León.

#### 4. Langhe (PDOs, IT)

Piemonte is a large producing region for wine, oriented toward high value PDOs. We propose to focus on Langhe area which cover 10 PDOs, all managed by the same producers group. Among the 10 PDOs, there are different scales of the protected area:

- PDO Langhe covers the whole area,
- PDOs Dogliani, Nebbiolo d'Alba, Barbera d'Alba, Dolcetto d'Alba and Alba cover each a significant share of the area,
- PDOs Barbaresco, Barolo, Diano d'Alba and Verduno cover a few villages each.

The total sales value in the area was EUR 367 billion in 2017, the largest PDO being Langhe.

The case study will primarily focus on Langhe PDO which covers the whole territory, it will secondarily focus on two other PDOs (one with medium scale and another with small-scale), we propose Barbera d'Alba and Barbaresco.

#### 5. Tokaj (PDO, HU)

Tokaj under PDO is produced in the North East of Hungary. It is a well-known wine at international level and is significantly exported. Regarding IPR, French wine producers from Alsace could use the term "Tokay d'Alsace" until 1984 and "Tokay-Pinot-Gris" until 2007. At present, only "Pinot-Gris" is allowed for producers in Alsace.

The volume of Tokaj was 160 000 hl in 2017 for 74 M€, the markets have decreased until 2012 and are now increasing.

The case study will cover the PDO Tokaj.

#### Agricultural products and foodstuffs

- **Meat products**

#### 6. Jabugo PDO

The sales value for Jabugo PDO was EUR 14 million in 2018, the sales volume was 392 t in 2018. Jabugo is a high quality product with average price at 42 €/kg for ham and 25 €/kg for paletas.

The case study will focus on Jabugo PDO.

#### 7. Speck Alto Adige/Südtiroler Markenspeck/Südtiroler Speck (PGI, IT)

Speck Alto Adige is produced in mountain area in the northern part of Italy (Bolzano). With about EUR 100 million sales value in 2017, it is the fifth largest GI in the meat product sector in Italy. The producer group was founded in 1992 and the PGIs was registered at EU level in 1997.

The case study will cover Speck Alto Adige/Südtiroler Markenspeck/Südtiroler Speck.

## 8. Spišské párky (TSG, CZ and SK)

There are four TSGs registered in the meat products sector by Czechia and Slovakia (registered in 2011): Spišské párky, Špekáčky / Špekačky, Lovecký salám / Lovecká saláma, Liptovská saláma / Liptovský salám. These TSGs have been registered by the same applicants in each country.

The total sales value was under EUR 10 million in 2017, the main one being Spišské párky, the sales value for the other TSG was limited (under EUR 1 million).

The case study will cover TSG Spišské párky.

- **Cheese**

## 9. Beaufort (PDO, FR)

Several cheeses under PDO/PGI are located in the Alps. A specific feature of some of these PDOs/PGIs is the implementation of supply management as defined in article 150 of CMO Regulation. This concerns Beaufort, Abondance, Emmenthal de Savoie and Tomme de Savoie. The volume sold for each PDO/PGI ranged between 3.000 t and 6.000 t for a total 17.700 t and 176 M€ in 2017. In 2017, Beaufort sales volume was 5.100 t.

Other PDOs/PGIs are produced in French Alps: PDO Chevrotin (goat cheese), PDO Reblochon, PGI Tomme des Bauges, PGI Tomme de Savoie and PGI Raclette de Savoie.

The case study will focus on Beaufort. Possible interactions with other local cheeses under GI will also be covered.

## 10. Gouda Holland (PGI, NL)

Cheese production is important in the Netherlands and Gouda Holland is a recent PGI (registration in 2010) which has met a fast growth (it reached almost EUR 1 billion sales in 2017). A large share of the national gouda production complies with PGI specifications, but the production is sold under PGI only when this provides an advantage on the market (in particular on EU markets).

The case study will focus on Gouda Holland PGI.

- **Fresh meat**

## 11. Cordero Manchego (ES, PGI)

There are 6 PGIs in the lamb sector in Spain. The total sales were 5.100 t and EUR 38 million in 2017. Cordero Manchego PGI is produced in Castilla-La Mancha region, where there is an important production of lamb. Sales under this PGI are limited and have decreased over the last decade, it was 384 t and EUR 2,6 million in 2017.

The case study will focus on PGI Cordero Manchego.

- **Fruit and vegetables**

## **12. Basilico Genovese (PDO, IT)**

Basilico Genevese (registered in 2005) is a specific product from Liguria. No other Basilic are registered at EU level under GI and TSG. This PDO met a significant development over the last decade but remains small-scale production compared to other Italian GIs, the sale value was lower than EUR 10 million in 2017.

The case study will focus on PDO Basilico Genovese.

## **13. Vegetable from Rechenau Island (PGI, DE)**

Four PGIs in the vegetable sector have been registered in Rechenau Island in lake Constance (Bade-Wurtemberg), these PGIs cover corn salad, salad, tomatoes and cucumbers. Each of these PGIs has been registered in 2008 and they are managed by the same producers group.

The sales volume for these four PGIs was 10.000 t in 2017 for EUR 14 million sales value.

We propose to focus on the four PGIs registered in the Rechenau Island: Feldsalat von der Insel Reichenau, Salate von der Insel Reichenau, Tomaten von der Insel Reichenau and Gurken von der Insel Reichenau.

- **Others**

## **14. Bayerisches Bier (PGI, DE)**

German beer is one of the main EU sector under GI/TSG. In Bavaria, there are local PGIs (Münchener Bier, Hofer Bier, Reuther Bier and Mainfranken Bier) and one regional PGI (Bayerisches Bier). PGI is important on the national market and international market regarding IPR. The regional bier plays a role of "umbrella", as in the wine sector. The total sales value of the five Bavarian beers was EUR 1,8 billion in 2017, the smallest being around EUR 1 million and the largest over EUR 1 billion.

The case study will cover Bayerisches Bier which is the largest PGI in the region. Other beer under PGI will be covered to a lesser extent.

## **15. Dauno (olive oil, IT, PDO)**

Olive oil is an important sector in Italy and, even if there are more than 40 GIs registered in this sector, the sales value under GI remains limited and the share of olive oil marketed through GI is low compared to the national production of olive oil.

We propose to cover olive oils under PDOs in Puglia which is the main producing region for olive oil in Italy. There are five PDOs in Puglia: Collina di Brindisi, Dauno, Terra D'Otranto, Terra di Bari and Terre Trantine. The total sales value ranged between EUR 20 million and EUR 25 million in 2017 for all of these PDOs. Terra du Bari accounted for 21 M€ and others were under 1M€ sales each. The sales value for PDO Dauno ranged between EUR 0,5 million and EUR 1,5 million over the past ears, for 100 producers involved (source: Qualigeo). We propose to focus on this PDO to analyse the low attractiveness of PDO for stakeholders.

The case study will focus on Dauno.

## Spirit drinks

### 16. Genièvre/Jenever/Genever (BE, DE, FR, NL)

Genièvre is a multi-country GI: Belgium, Germany and France and the Netherlands. The total sales value was estimated between EUR 10 million and EUR 15 million in 2017. Most of the production is located in Germany and to a limited extent in the Netherlands, France and Belgium.

The case study will mainly focus on Genièvre in Germany, and to some extent in France and the Netherlands.

### 17. Pálinka (HU)

Pálinka is a traditional fruit spirit in Hungary. There are several products registered: Pálinka, Békési Szilvapálinka (made from plum in Békés area), Szatmári Szilvapálinka (made from plum in Szatmár area),... a total of seven GIs of Pálinka are registered in Hungary. The total sales value was EUR 18 million in 2017, "Palinka" accounting for about two thirds (above EUR 10 million sales). The sales value for other GIs ranged between EUR 0,2 million and EUR 2,6 million.

The case study will primarily focus on "Pálinka" and secondarily other regional Pálinka and Pálinka in AT.