

Sub-Contract number: **B0595x41**

This Agreement dated 200th June 2023 is made between

University of Greenwich
Natural Resources Institute
Medway Campus
Central Avenue
Chatham Maritime
Kent, ME4 4TB

hereinafter referred to as "**NRI**"

and

Czech University of Life Sciences Prague
Kamýcká 129
165 00 Praha-Suchdol
Czechia

hereinafter also referred to as the "**Contractor**"

with "**NRI**" and the "**Contractor**" also referred to individually as the "**Party**" and collectively as the "**Parties**"

Analysis of the Cashmere Value Chain in Mongolia

Dear XXXXX,

Offer of Engagement

1.1 NRI is a Privileged Partner of the European Alliance on Agricultural Knowledge for Development ("**Agrinatura**"), a legal entity registered in France with incorporation number TV FR72 480 262 831. Agrinatura is the recipient of funding pursuant to Contract 2017 392 416 between the European Union and Agrinatura (the "**Client Contract**"). To assist in performing the Client Contract, NRI of the University of Greenwich is pleased to commission the **Contractor** to provide the services of **XXXXX** to carry out the work described in the Terms of Reference. If during the period of this sub-contract **XXXXX** is for any reason unable to perform the duties described in the Terms of Reference then subject to the written agreement of NRI a substitute, acceptable to NRI, may be used to complete the work.

1.2 The Terms of Reference for this study are appended to this Agreement as Appendix I.

1.3 Should NRI or the EC/Contracting Authority (hereinafter referred to as the "**Client**") require any reasonable revision of any report(s), the time spent on this will not be chargeable to NRI but will be considered to be part of the overall fee paid for this engagement.

Code of Conduct

2.1 The Contractor shall at all-time act impartially and in accordance with the code of conduct of their profession as well as with appropriate discretion. The Contractor shall refrain from making any public statements concerning this Project or the services being provided without the prior approval of NRI.

2.2 The Contractor shall respect human rights and undertake not to offend the political, cultural and religious practices prevailing in the country where the services are to be undertaken.

2.3 The Contractor, including its staff, affiliates, consultants, contractors and any other approved personnel, will be expected to conduct their duties in a professional and ethical manner, whilst undertaking this engagement with NRI. Where applicable, the Contractor will ensure that suitable measures are put in place to safeguard and protect the health, wellbeing and human rights of individuals (particularly those who are deemed to be vulnerable) whilst carrying out its duties under this sub-contract.

2.4 The Contractor shall also respect and abide by all laws and regulations in force within any countries where he/she will be undertaking the services, as specified within this sub-contract.

2.5 The Contractor shall respect environmental legislation applicable in the country where the services have to be rendered and internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.

Conflict of Interest

3.1 The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the sub-contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any relevant connection or shared interest. Any conflict of interests which may arise during the performance of this sub-contract shall be notified in writing to NRI without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

3.2 NRI reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary.

Period of Engagement

4. This Agreement shall start on **1st May 2023** and must end by **30th November 2023** unless otherwise agreed, in writing, by NRI.

Payments

5. Subject to provisions of Clause 8 below, NRI will, in consideration of the satisfactory provision of the Services:

- (a) pay fees for the time necessarily spent for the proper purposes of this engagement at the rate of **€656** per day (or pro rata for part of a day), up to a maximum of **€29,520**;
- (b) pay international flights, based on economy fares, for the purposes of this contract up to a maximum of **€3,000**;
- (c) pay travel to Brussels, based on economy fares, for the purposes of this contract up to a maximum of **€600**;
- (d) pay per-diems up to a maximum of **33** nights at a rate of **€200** per night, based on timesheets, indicating the number of nights spent away from your home, but not exceeding **€6,600** in total;

Fees: Definition

6. The performance of the work constitutes a supply of services to NRI and is not to be construed as a partnership or employment relationship. The Contractor will not be considered as a servant or agent of NRI by virtue of this agreement or the performance of the duties under it. The fees payable are deemed to cover the cost of salary, bonuses, profit, insurances, medical/vaccination expenses, superannuation, taxes and all other costs, including leave, overheads and expenses etc. of whatsoever nature that may be incurred except those otherwise specifically provided for in the terms of this engagement and agreed by NRI. As an independent Contractor, the Contractor agrees that it is solely responsible for all applicable taxes that are due relating to the fees paid under the terms of this Engagement and the Contractor hereby agrees to pay all taxes to the appropriate authorities, in accordance with all applicable laws and regulations. In addition, the Contractor agrees to indemnify NRI in respect of all demands for any taxes, penalties and interest made against NRI relating to the fees paid under this Engagement, including any costs that NRI incurs whilst dealing with such demands. For the purposes of this paragraph (6), “taxes” shall mean all applicable income tax, national insurance contributions, social security and/or other statutory charges that are due on such fees.

Health & Insurance Requirements

7.1 NRI shall not be responsible for providing insurance cover in respect of travel, personal effects, accidental death, illness, accidental injury on and off duty and emergency medical expenses, disability and health care associated with any of these, and it will be the Contractor’s responsibility to arrange any such cover. Additionally, the Contractor will be responsible for ensuring that any other compulsory insurances are maintained in compliance with the laws and regulations of the country in which the services are to be performed. The Contractor will provide NRI with all necessary insurance cover notes and certificates, upon request.

7.2 By signing this sub-contract, the Contractor declares, that it is not aware of any medical problems that would prevent **XXXXX** from undertaking this engagement. Where necessary,

NRI reserve the right to request a medical clearance certificate to be submitted, via the GP, for **Pavel Kotyza**

Timing of and Liability for Payments

8.1 The sums due under paragraph 5 will, subject to NRI being satisfied with the performance of this engagement be paid within 30 days of receipt and approval of an itemised invoice for the services, supported by acceptable documentary evidence of expenditure incurred (receipts, ticket stubs & boarding passes etc., where applicable).

8.2 The invoices must be accompanied by a signed record of the days actually worked. **Invoices must be submitted no later than 30 days after the sub-contract end date.** All invoices should be made out to **University of Greenwich, Natural Resources Institute** and sent direct to the address below quoting the sub-contract reference: **B0595x41:-**

XXXXXX
Project Administrator
Food and Markets Department
University of Greenwich
Natural Resources Institute
Central Avenue
Chatham Maritime
Kent ME4 4TB
United Kingdom

Email: [XXXXXX](#)

Any expenditure which is incurred in currency other than Euro should be converted at the 'inforeuro' rate https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en on the first working day of the month in which the payment is made, i.e. date on the receipt(s).

8.3. NRI will use its reasonable endeavours to secure payment for work undertaken and expenses incurred in satisfaction of this sub-contract. NRI reserve the right to revoke or withhold payment and recover any monies in the event of non-payment by the Client, whether wilful or as a result of the Client's inability to pay or dissatisfaction with the outputs provided by the Contractor.

8.4 The Schedule for Payment is provided in the attached Financial Details section at Appendix II.

Financial Limit

9. The maximum financial limit of NRI's liability under this Agreement will be: **€39,720 (Thirty-Nine Thousand, Seven Hundred and Twenty Euros) inclusive of VAT and all other applicable taxes**, inclusive of all applicable taxes, which may not be exceeded without NRI's prior agreement. No duties shall be performed outside of the Terms of Reference, or within the Terms of Reference that would result in the financial limit of this Agreement being exceeded, without the prior written agreement of NRI.

Disclosure of Information

10.1 In this Article the following words and expressions shall have the following meanings:

"Purpose" shall mean any discussions and negotiations between the Parties concerning or in connection with the Services;

"Recipient" shall mean the Party receiving Confidential Information from the other;

"Disclosing Party" shall mean the Party disclosing the Confidential Information to the Recipient.

"Confidential Information" shall mean any information or data relating to the Disclosing Party or to the Disclosing Party's business or affairs (including but not limited to software and information ascertainable by the inspection or analysis of samples) in connection with the Services disclosed whether in writing, orally, or by any other means to the Recipient by the Disclosing Party or by a third party on behalf of the Disclosing Party, whether before or after the date of this Agreement, but shall exclude any part of such disclosed information or data which:

- i. is in or comes into the public domain without breach of this Agreement by the Recipient
- ii. the Recipient can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Recipient from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Recipient at any time independently of any information disclosed to it by the Disclosing Party;
- iii. the Recipient obtains or has available from a source other than the owner without breach by the Recipient or such source of any obligation of confidentiality or non-use towards the Disclosing Party;
- iv. is thereafter disclosed by the Disclosing Party to a third party without restriction on disclosure or use; or
- v. is disclosed by the Recipient with the prior written approval of the Disclosing Party.

10.2 – Handling of Confidential Information:

The Recipient shall maintain the Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Recipient applies to its own confidential information. The Recipient shall ensure that disclosure of such Confidential Information is restricted to those employees or directors or officers and consultants of the Recipient having the need to know for the same purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information and copies thereof shall be returned to the Disclosing Party within 30 days of receipt of a written request from the Disclosing Party.

10.3 – Limitations and Warranty:

The Recipient shall (i) not divulge the Confidential Information, in whole or in part, to any third party, (ii) use the same only for the Purpose, and (iii) make no commercial use of the same or any part thereof without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Recipient shall be entitled to make any disclosure required by law or the requirements of any applicable regulatory authority of the Confidential Information provided that where it is able to do so it gives the Disclosing Party not less than two business days' notice of such disclosure.

The Disclosing Party warrants its right to disclose the Confidential Information to the Recipient and to authorise it to use the same for the Purpose.

Intellectual Property Rights

11.1 The Contractor acknowledges that NRI is required to pass down to the Contractor in this Agreement the terms of the Client Contract which relate to the management of intellectual property (the “Client Contract IP Terms”), which are appended as Appendix III.

11.2 In this clause the following words and expressions shall have the meanings set opposite them: -

"the Intellectual Property Rights" shall mean: -

copyright, design rights, topography rights, trademarks and service marks (whether registered or not), plant breeders rights, patents, registered designs, and applications thereof and any similar proprietary rights (in any part of the world);

"the Technical Information" shall mean: -

any invention, designs, and other information including (but not limited to) maps, plans, photographs, drawings, tapes, statistical and technical data, published and unpublished results and reports, computer programmes, know-how, processes, specifications, data books and data bases, tables, memoranda, and all other documentation and information arising as a result of the provision of the Services under this Agreement whether by way of sub-contract or otherwise including the results of any work performed by an employee or other person engaged to perform the Services; and

"Improvements" shall mean: -

all improvements, modifications, or adaptations to any part of the Technical Information arising as a result of the provision of the Services under this Agreement and which might reasonably be of developmental or commercial interest to either Party and which may be made or acquired by either Party.

11.3 The Intellectual Property Rights in the Technical Information and the Improvements shall vest in and be the property of the Client. The Contractor shall take all measures necessary to ensure that the Client (via NRI) is the sole owner of such Intellectual Property Rights and to

the extent that the Contractor uses any employee, consultant, or sub-Consultant (or deals with any other third party) it shall take all necessary steps to ensure that all Intellectual Property Rights in any part of the Technical Information or the Improvements created by that person vest in the Client.

11.4 The vesting of rights in the Client, under this sub-contract, covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the Client (via NRI).

11.5 Whilst undertaking the services, to be provided under this sub-contract and in particular whilst working with “local value chain actors”, the Contractor agrees to ensure that the “local value chain actors” are aware of the Contractor’s obligations arising from the use of such data, in order to comply with the provisions set out within these Clauses 11.1 to 11.11; whilst also ensuring that the confidentiality of any raw data gathered from the “local value chain actors” is handled in accordance with the requirements set out within Clause 14 below and for the sole purposes of this sub-contract.

11.6 The Contractor further agrees to execute any document and take any action necessary or appropriate in any jurisdiction to give full force and effect to the provision of and the rights granted under this Clause 11. The Contractor shall, upon completion of the sub-contract, deliver all such documents and data to NRI. The Contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the sub-contract, without the prior consent of NRI/Client.

11.7 The Contractor shall not publish articles relating to the services being carried out under this sub-contract, or refer to them when carrying out any services for others, or divulge information obtained by the Contractor, during the course of the sub-contract, for purposes other than its obligations under this sub-contract, unless otherwise agreed by NRI/Client.

11.8 Subject to Clause 11.3 above, the Contractor undertakes not to enter into any agreement, understanding, or arrangement with a third party which will or could affect the use of, ownership or validity of all or any of the Intellectual Property Rights in the Technical Information or the Improvements or the licensing pursuant to this clause 11 except with the prior written consent of NRI/Client.

11.9 The Contractor undertakes to disclose to Natural Resources Institute all Technical Information and Improvements and all Intellectual Property Rights therein as soon as reasonably practicable after becoming aware of the same.

11.10 The Contractor warrants that the transfer of rights, under Clause 11.3, does not violate any law or infringe any rights of others and that it possesses the relevant rights of powers to execute the transfer. The Contractor also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

11.11 The Contractor shall indemnify and keep indemnified NRI against all losses, costs, claims, damages or expenses of whatever nature suffered or incurred by NRI as a result of any claim that the use or exercise of its rights under this Clause 11 either on its own account or by any sub-licensee granted to NRI that infringes the intellectual property or other proprietary

rights of any person. The Contractor shall provide all assistance and documentation required by NRI in relation to the defence of any such claim.

Indemnity

12.1 The Contractor shall be fully responsible for its actions, conduct and liabilities during this engagement, including without limitation the acts, omissions or negligence of its employees, affiliates, agents, representatives, sub-contractors/grantees and contractors. The Contractor will fully indemnify and keep indemnified NRI in respect of all claims, damages, expenses, and losses made by third parties against NRI, however arising, out of or in consequence of negligent acts or omissions resulting from the actions of the Contractor (including its employees, affiliates, agents, representatives, sub-contractors/grantees and contractors) in respect thereof and in relation to this engagement. This includes, but is not limited to, any losses, damages and/or injury to any person, entity or property arising from any action, omissions or negligence made by the Contractor (including its employees, affiliates, agents, representatives, sub-contractors/grantees, and contractors) in respect to its obligations within this engagement and against all claims, demands and expenses arising in connection therewith.

12.2 Where necessary, NRI may require proof of such cover and the Contractor will be required to submit copies of its applicable insurance policies to NRI, to demonstrate that appropriate cover is in place.

Freedom of Information

13. NRI is subject to the UK's Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR); also collectively referred to as the "Acts". Where relevant, the Contractor will cooperate with NRI, to the fullest extent possible, to ensure that its obligations under the aforementioned Acts are fulfilled, which shall include the following provisions:

- i) transfer to NRI, as soon as possible, all requests or apparent requests for Information received by the Contractor under the "Acts" relating to this sub-contract. The Contractor shall not respond directly to any such requests, unless prior written approval has been obtained from NRI;
- ii) provide NRI with a copy of all information in the Contractor's possession or control, in the format requested by NRI, within five working days of the request; and
- iii) provide all necessary assistance, as reasonable requested by NRI, in order to respond to any request for Information, within the applicable time frame, as depicted by the relevant Act.

Data Protection

14. NRI is obliged to hold and process personal data in accordance with the UK's Data Protection Act 2018, and the General Data Protection Regulation, or any subsequently enacted legislation ("DPA") and as such any personal data that is processed shall be solely used for academic, administrative and commercial purposes. NRI is fully committed to protect the

fundamental rights and freedoms of individuals and in particular their right to privacy with respect to the processing of personal data, as set out in the DPA. Where applicable, the Contractor agrees, to the fullest extent possible, to comply with the relevant provisions of the DPA, in accordance with the handling of any data that the Contractor is responsible for collecting/maintaining during the term of this sub-contract. This includes an undertaking to act promptly to enter into any agreements for the sharing or processing of personal data as may be required for the performance of this sub-contract. Further details of the University of Greenwich's Data Protection Policy are available using the following URLs:

https://docs.gre.ac.uk/_data/assets/pdf_file/0024/139560/Data-Protection-Policy.pdf

<https://www.gre.ac.uk/about-us/governance/information-compliance/privacy>

Good Data Management Practices

15.1 During the term of this Engagement, the Contractor (which for the purposes of this section is deemed to include its employees, affiliates, contractors, sub-contractors, or any other third parties engaged by the contractor) understands the importance of effectively maintaining and preserving the accuracy, completeness and integrity of all data and information that the Contractor is responsible for handling/processing and storing and shall do so in an environment that adequately protects and securely stores such data and information, whether this is held electronically, or in the form of hard copies. It is the responsibility of the Contractor to ensure that adequate measures are in place to safeguard such data/information and to maintain compliance with regulatory requirements to prevent corruption, damage, unauthorised access/disclosure, loss, modification, or theft.

15.2 All devices that are used by the Contractor to process/store NRI/Client managed project data/information must have an up-to-date operating system (OS) that is supported by the OS vendor and fully patched. All devices must also include an industry accepted active and up-to-date anti-virus software to be able to check and delete malicious software from the ICT environment. The Contractor must also ensure that any access or processing of Client/NRI/University information is protected using the security features of the device e.g biometrics, pin code or password and where possible, disk encryption should be used.

15.3 The Contractor shall not access, copy, disclose, download, print, record, share, screenshot, store, or transfer NRI/Client data/information, nor gain access to IT systems where there is no legitimate reason to do so, unless expressly permitted by NRI, in writing. At all times, appropriate safeguards must be in place to prevent unauthorised access to all shared information. If there are specific details relating to provisions of this sub-contract these will be detailed within the Terms of Reference, included within Appendix I.

15.4 To the extent that data/information is held and/or processed by the Contractor, the Contractor shall supply the data/information in the format requested by NRI.

15.5 All project data & confidential papers must be stored in a secure place with restricted access e.g locked cabinet or drawer when not in use, and any and all device monitors must be locked when unattended.

15.6 Any Client/NRI/University owned digital information must be stored on University network drives or University Microsoft 365 environment. Where these storage areas are not available, all information should be stored on an encrypted drive such as an encrypted laptop or USB drive. Any changes to files (or data/information) stored on encrypted equipment should be moved to a primary location (e.g. University network or University Microsoft 365) when they become available.

15.7 Any and all Client/NRI/University project data/confidential information whether digital or paper must be kept from public view and access.

15.8 Should the Contractor use Public or free Wi-Fi then this should be used with caution and any Client/NRI/University data (including login details, project data and other confidential/business sensitive information) must not be transmitted or accessed on an unsecured Wi-Fi as it may be accessible by unauthorised individuals.

15.9 NRI/the University owns all information resources, and all project/work data present, transmitted or processed on a device that is created, processed, shared or used for the purpose of this sub-contract irrespective of who owns the device, unless otherwise agreed in writing by NRI.

15.10 NRI reserves the right to request access, by providing reasonable notice, to inspect Client/NRI/University data/information held by the Contractor, to the extent permitted by law and for legitimate business purposes. Upon request, NRI may also require Client/NRI/University data/information to be deleted/destroyed, including hard copies held by the Contractor and data/information held/stored within the Contractor's ICT environment, except where copies are required to be retained by the Contractor for legal or legitimate business purposes.

15.11 If, at any time, the Contractor suspects or has reason to believe that the data/information has (or may be) corrupted, lost or sufficiently degraded in any way or for any reason, the Contractor shall notify NRI's Project Leader immediately to identify a solution to remedy this and to make any necessary declarations of the data loss.

Force Majeure and Termination

16.1 If the performance of the Contractor and the obligations under this engagement are delayed, hindered or prevented by an event or events beyond reasonable control of the Contractor and for which reasonable precautions could not be implemented, the Contractor shall immediately notify NRI in writing, specifying the nature of the force majeure incident and the anticipated delay in carrying out the duties under this engagement.

16.2 Upon the date of receipt of the notice given, in accordance with clause 20, NRI may, at its sole discretion, either suspend this engagement for up to a period of 6 months ("the Suspension Period") or terminate this engagement with immediate effect.

16.3 If by the end of the Suspension Period, the Parties have declined to extend the Suspension Period or to reinstate the obligations of this engagement, this engagement shall terminate automatically.

Termination

17.1 Either Party may terminate this Engagement:

- (i) by serving thirty (30) days prior written notice if desirable, or if the Engagement can no longer be executed effectively and the Parties are unable to agree on an amicable solution to resolve this.

NRI may terminate this Engagement:

- (ii) by summary notice in the event of a material breach by the Contractor arising as a result of its obligations under this engagement.

17.2 In the event of termination by NRI:

- (a) payments due under this sub-contract will be made up to the date of termination. No other payments will be due;
- (b) NRI may require the Contractor to deliver up all working papers, computer disks, tapes or other material, together with any copies relating to the business of NRI or prepared by the Contractor in connection with this engagement; and
- (c) all other reports due as at the date of termination shall be submitted.

Applicable Law and Resolution of Disputes

18. This contract for services with NRI, which is constituted by this Agreement, will in all respects be governed by English Law. The Parties shall endeavour to settle any dispute arising from this engagement amicably, but in the event that this is not possible the matter in dispute shall be referred to the arbitration of a single arbitrator to be agreed between the Parties or in default of agreement, to be nominated by the President of the Law Society of England and Wales. The arbitrator's decision shall be final and binding on both Parties.

Scope of Agreement

19.1 This Agreement contains the entire and only agreement between the Parties and supersedes all previous agreements between the Parties respecting the Services described herein.

19.2 Both Parties acknowledge that in entering into this Agreement they have not relied on any representation or undertaking whether oral or in writing made by the other's employees or agents concerning the Services, save as are expressly incorporated herein and that this Agreement supersedes and invalidates all other such representations and undertakings.

19.3 This sub-contract does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Notices

20. Any notice required to be given by either Party to the other shall be in writing and shall be served by sending the same by post to the last known address of the other Party and any receipt issued by the postal authority shall be conclusive evidence of the fact and date of posting of any such notice.

Special Conditions

21.1 The Contractor further represents and warrants that it will comply with all applicable laws in connection with its performance under this sub-contract (including, without limitation, laws relating to research integrity & ethics, human rights, health and safety, import and export control, hazardous materials transportation, anti-money laundering, procurement, subsidy control, tax, bribery and corruption, employment, equality, environmental, data protection, modern-slavery and anti-terrorism) and will notify NRI immediately on becoming aware of any occasion of non-compliance. In addition to any other remedy contained in this sub-contract, the failure of a Contractor to comply with any provision of this paragraph will be deemed to be a breach of this sub-contract and NRI may terminate this sub-contract with immediate effect. If NRI, or the Client, has reasonable grounds, in its own discretion, to believe that a Contractor may have violated any provision of this paragraph, the Contractor agrees to provide NRI or the Client with reasonable access to books, records, documents, or other files relating to any such possible violation.

21.2 Furthermore, by accepting this sub-contract, the Contractor also agrees to read and adhere to the University of Greenwich's policies on: **Anti-Bribery**, **Modern-Slavery** and **Safeguarding** which can be found using the following URL links:

[Anti-Bribery Policy | Documents | University of Greenwich](#)

Further guidance is also available as follows:

[Bribery-Prevention-Guidance-Note-January-2015.pdf \(gre.ac.uk\)](#)

<https://docs.gre.ac.uk/rep/vco/modern-slavery-statement>

<https://docs.gre.ac.uk/rep/sas/university-of-greenwich-safeguarding-policy>

It is the responsibility of the Contractor to ensure that its staff, associates, affiliates and any other persons associated with this sub-contract, are made aware of the same. NRI reserves the right to automatically terminate this sub-contract, Clause 17.1 (ii) refers, if sufficient evidence is found that the Contractor (or any persons associated with the Contractor) are implicated in any actions which violate the principles set out in the above-mentioned policies.

21.3 If the Contractor wishes to raise genuine concerns and/or disclose information about suspected malpractice or wrongdoing (whistleblowing), contractors are assured that NRI is committed to the highest standards of openness, probity and accountability, whilst recognizing that effective and honest communication is essential whilst investigating such disclosures. The following URL link provides details of NRI's whistleblowing procedure should the Contractor wish to report any problems or concerns:

<https://www.nri.org/useful-links/whistleblowing>

21.4 This Agreement shall enter into force and effect on the date of its signing by both parties. If the contract is subject to the obligation to publish it in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended, it shall become effective upon its publication in the Register of Contracts. The Parties agree that the performance provided mutually between the Parties under the subject matter of this Agreement prior to its effectiveness shall be set off against the performance under this Agreement.

21.5 Each party warrants that it has no knowledge of any facts or circumstances related to any performance of obligations occurring prior to this agreement coming into effect that would be a breach of the terms of this agreement.

Acceptance

22. If the Contractor agrees to accept this engagement on the terms set out in this sub-contract then the acceptance below should be signed and returned to NRI as soon as possible.

Yours sincerely,

Professor Sheryl Hendriks
Director, Natural Resources Institute
University of Greenwich, Medway Campus

ACCEPTANCE

I accept the offer set out within NRI's sub-contract, dated 20th June 2023, reference: **B0595x41**, on the terms specified therein on behalf of **Czech University of Life Sciences**.

Signature: _____

Name: _____ Ing. Jakub Kleindienst _____

Position: _____ Bursar _____

Date: _____

Appendix I

Summary

The study will produce knowledge about the growth, inclusiveness and sustainability of the cashmere VC in Mongolia using the tools and methods included in the INTPA/F3¹ "Methodological Brief for agri-based value analysis- Frame and Tools" (<https://europa.eu/capacity4dev/value-chain-analysis-for-development-vca4d/wiki/1-vca4d-methodology>). The VCA4D methodological framework elaborated by the European Commission includes an evidence-based, largely quantitative, analysis toolkit.

In particular, the study will provide a reference baseline for all the indicators and themes addressed in the methodology that the EUD and the partner country's actors can use in the framework of their cooperation.

The methodological framework consists of a robust diagnosis system structured along four framing questions: 1) what is the contribution of the VC to economic growth? 2) Is this economic growth inclusive? 3) Is the VC socially sustainable? 4) Is the VC environmentally sustainable?

To answer to these 4 framing questions, experts will provide a functional analysis of the VC (overview and mapping of the VC, technical and governance features) and they will establish a typology of actors and sub-chains to be used to compare the different sub-systems.

The results of this analysis will allow to measure and analyse the inclusiveness and sustainability from the economic, social and environmental point of view, identifying the most relevant issues requiring policy action, as well as the major risks, bottlenecks and opportunities in the VC development, and the aspects that shall be further analysed more in depth. Experts may also suggest recommendations. Equally, benchmarks that would allow comparing the situation of the cashmere value chain in Mongolia with other countries (for example in terms of competitiveness) are welcome.

The analysis of the VC will help the EUD and the Government to confirm and refine their approaches and pursue their dialogue and cooperation for a sustainable and inclusive development of the cashmere value chain in Mongolia. The study will provide a baseline for the VCA4D indicators that can be monitored overtime.

Timing

The study will begin on 01/05/2023 and will be completed by the 30/11/2023.

Output

A multi-disciplinary team will cover the overall Functional Analysis and the three dimensions of sustainable development (Economic Analysis, Social Analysis and Environmental analysis) in carrying out the study.

The work will be organized in three phases:

1. Inception phase: preliminary desk analysis of available data and documentation, work plan and budget construction, briefing in Brussels (or videoconference) with PMU and DG-INTPA: familiarisation with the methodological framework, overview of tools, preparation or finalisation of contacts with local expert/institution.

¹ Directorate General for International Partnerships, Unit F3 (Sustainable agri-food systems and fisheries)

2. Field phase: involving two missions to the country per international expert: briefing at the EU Delegation, field work, debriefing or workshop to present initial findings to the EUD and country stakeholders, aide-memoire submitted to the PMU brief note to PMU.
3. Final phase: reporting (consisting of a draft report and final report incorporating EC/PMU comments), debriefing with DG-INTPA and the EUD, potential participation to a workshop.

Any overall team's appraisal of the VC will be welcome, but the expected output will be informing on the 19 core questions and formulating the appraisal on the 4 framing questions detailed in the methodology.

Input

The study will be undertaken by the following team:

- Social expert and team leader - XXXX, NRI
- Economist - XXXXX, CULS (Czech University of Life Sciences Prague)
- Environmental expert - XXXXX, CIRAD
- National expert - XXXXX

Location

The expert will be required to attend the following:

- Briefing (videoconference)
- A debriefing in Brussels (or via videoconference) after completion of both missions
- Undertake field work in Mongolia, up to a maximum of two missions
- Brief and debrief with the EUD in Mongolia.

All other input will be home-based.

Reports

The experts will contribute to the preparation of the following reports:

1. Within two weeks completion of the first field trip:

A brief aide-memoire of no more than 10 pages to the PMU outlining:

- Main findings of the first missions
- First findings and hypotheses on the upcoming work
- Priorities for the next mission

2. Within 8 weeks of completion of the second field mission:

A draft final report that will not exceed 100 pages (+ annexes) and will have the following structure:

- Executive summary (to be used as a basis for a communication leaflet on each study. It is expected to include: a summary of the functional analysis; the summary of the reply to the 4 framing questions; the main highlights for each analysis; the main opportunities and risks for the VC; and eventual recommendations) – 6 pages maximum.
- Introduction and context
- Functional analysis
- What is the contribution of the value chain to economic growth? (economic analysis)
- Is this economic growth inclusive? (economic and social analysis)
- Is the value chain socially sustainable? (social analysis)
- Is the value chain environmentally sustainable? (environmental analysis)
- Conclusions and recommendations

The different parts of this report will be provided in French. The report will have to be conform with the EU GDPR provisions, to allow for its online publication at the page <https://europa.eu/capacity4dev/value-chain-analysis-for-development-vca4d-> (unless, for confidentiality issues, it will not be possible to publish it).

3. Within 4 weeks of receipt of comments from the PMU:

A final report, taking in to account any comments received.

Value Chain Analysis *for Development* Project (VCA4D 2017/392 416)

Terms of Reference (ToR) for the value chain analysis of cashmere in Mongolia

I. BACKGROUND

The involvement of the European Commission (EC) in Value Chain Analysis

The EU launched an initiative called “Support governance of global food & nutrition security to build resilience” under which it performs value chains (VC) analyses using the Value Chain Analysis for Development (VCA4D) methodological framework.

VCA4D, currently in its phase II, is mobilized at the request of the EU Delegations (EUD) in partner countries or the European Commission Headquarter, in order to produce and provide knowledge for enhanced project management, policy dialogue and decision making on value chains operations. VCA4D responds to the need of quantitative and qualitative data and specific indicators, with the objective of supporting the VC and policy actors in their decision-making. Often, analyses and decision makers lack such specific data on VC.

VCA4D provides a detailed VC analysis, taking into account the economic, social and environmental dimensions of a sustainable and inclusive development. Indeed, it aims at *fostering organizational and technological innovation*. A key element of the approach is to understand and enhance the role of the private sector for an inclusive and sustainable agricultural growth. Based on the evidence, VCA4D will contribute to increased global knowledge for the potential scale up of interventions whilst ensuring appropriate accountability.

The EU involvement in the livestock/cashmere VC in Mongolia and context of the study.

Mongolia is a resource-rich, landlocked open economy, among the least densely populated countries in the world, with a total population of 3.29 million. Out of a total land area of 1.566 million km², some three-fourths account for pastureland.

The Mongolian economy is dominated by the extractive industry, but underexploited value-added lies in agriculture. Agricultural products are the second-largest source of export revenues after mineral products, accounting for 8.2% of the total export earnings in 2019.

Rural economy highly depends on livestock, with a traditional pastoral system dominated by the meat and dairy value chains and other value-adding activities, such as cashmere, wool and animal skin products (from goat's pasture).

Growth in output of the livestock sector has mainly been driven by a rising number of heads rather than by productivity: the number of livestock heads reached 70.9 million in 2019, which doubled since 2011. About 70% of the herders have a subsistence level of 200 heads and most of them live in a condition of poverty (IFAD, 2022).

Among the non-mineral activities, the cashmere-wool industry is indeed the most successful industry in Mongolia as its exports have the highest value per unit of weight (value density). Mongolia is the second largest world producer of cashmere after China. The cashmere sector provides income and employment for over a third of the rural population (IFAD, 2022) and raw cashmere and cashmere products are Mongolia's third largest export.

Due to the extreme climate, Mongolian cashmere is the thinnest and highest quality cashmere, and it is then requested by different markets beyond China, especially by the European market. About 80% of Mongolian cashmere is exported raw, while only 20% is further processed locally.

Despite its potential, the cashmere value chain is however exposed not only to the changes in international demand and prices, but, above all, to local issues linked to the over exploitation of the natural resource. There is in fact an excess of animals with respect to the available grazing land which threatens the sustainability of the whole pastoral system. Between 70% and 77% of Mongolian land is in fact classified as degraded or on path to desertification in part due to climate change as well as the anthropogenic factors including, above all, the overgrazing of livestock, the erosion of farmland soils, and burning.

Cashmere herders tend also to favour the quantity of wool over its quality, contributing to reduce its productivity and profitability. Other challenges are represented by the lack of affordable financing; heavy reliance of herders on a single income source; the absence of institutional mechanisms and governance for pasture management; the scarcity of rural employment, in particular for youth; the poor outreach or lack of rural services; the insufficient water and fodder supply, etc.

The Government of Mongolia is engaged in promoting the sustainable development of the cashmere VC, pushed by the political momentum of the "The One Billion Tree Initiative" launched by the President of Mongolia at the margin of the COP26. The objective to fight deforestation and climate change, combined with the need to create jobs and fight food insecurity, is pushing toward diversification and transformation of main national raw materials, focusing on the agricultural sector. Cashmere production is identified among the strategic value chains to achieve these goals.

The EU Delegation to Mongolia supports this national vision which is reflected in the multi-annual indicative plan (MIP) 2021-2027. The MIP has identified the area of action "*Sustainable ecosystem and agriculture management for rural development*" that aims to strengthen

Mongolia's transition to a greener economy, based on sustainable and resilient eco-system and agricultural management, focusing on strategic value chains, including the cashmere one.

The EU Delegation asked the value chain study to have an evidence-based analysis of the cashmere value chain and of the bottlenecks that jeopardize its full potential. The EU Delegation is particularly interested in better understanding the issues relating to in-country processing as well as to geographical indications as a mean to promote quality.

II. DESCRIPTION OF THE ASSIGNMENT

Objective of the analysis

The study will produce knowledge about the growth, inclusiveness and sustainability of the cashmere VC in Mongolia using the tools and methods included in the INTPA/F3² "Methodological Brief for agri-based value analysis- Frame and Tools" (<https://europa.eu/capacity4dev/value-chain-analysis-for-development-vca4d-/wiki/1-vca4d-methodology>). The VCA4D methodological framework elaborated by the European Commission includes an evidence-based, largely quantitative, analysis toolkit.

In particular, the study will provide a reference baseline for all the indicators and themes addressed in the methodology that the EUD and the partner country's actors can use in the framework of their cooperation.

The methodological framework consists of a robust diagnosis system structured along four framing questions: 1) what is the contribution of the VC to economic growth? 2) Is this economic growth inclusive? 3) Is the VC socially sustainable? 4) Is the VC environmentally sustainable?

To answer to these 4 framing questions, experts will provide a functional analysis of the VC (overview and mapping of the VC, technical and governance features) and they will establish a typology of actors and sub-chains to be used to compare the different sub-systems.

The results of this analysis will allow to measure and analyse the inclusiveness and sustainability from the economic, social and environmental point of view, identifying the most relevant issues requiring policy action, as well as the major risks, bottlenecks and opportunities in the VC development, and the aspects that shall be further analysed more in depth. Experts may also suggest recommendations. Equally, benchmarks that would allow comparing the situation of the cashmere value chain in Mongolia with other countries (for example in terms of competitiveness) are welcome.

The analysis of the VC will help the EUD and the Government to confirm and refine their approaches and pursue their dialogue and cooperation for a sustainable and inclusive development of the cashmere value chain in Mongolia. The study will provide a baseline for the VCA4D indicators that can be monitored overtime.

Requested services

A multi-disciplinary team will carry out the study and cover together the functional, economic, social and environmental analyses.

The work will be organized in three phases:

1. Inception phase: preliminary desk analysis of available data and documentation; definition of the work plan and use of budget; briefing in Brussels or remotely with the Project Management Unit (PMU) and the EU: first meeting of team members, familiarisation with

² Directorate General for International Partnerships, Unit F3 (Sustainable agri-food systems and fisheries)

- the methodological framework, overview of the tools, preparation of contacts with national institutions and stakeholders, exchanges with EUD and INTPA.
2. Field phase: involving a maximum of two missions per expert to the country (including the initial field mission to be performed simultaneously by the whole team). Team missions will encompass: a briefing with the EUD, with the national counterparts, the actual field work and data collection, the debriefing with the EUD and eventually a validation workshop to present preliminary findings to the EUD and involved stakeholders. At the end of first mission and based on the field experience, the team will submit a brief note to the PMU and EU, to exchange on the first findings, refine the scope of the study and validate the proposed typology for analysis.
 3. Final phase: submission of the draft final report to the PMU, eventual work on PMU comments after quality check, presentation of the results in a debriefing with INTPA/EUD/PMU, integration of comments into the final report.

The team will be provided with the following before or at the start of the study:

- Presentation of VCA4D and of its methodological framework for value chain analysis
- Software AFA (AgriFood chain Analysis) for the Economic Analysis
- If relevant, a short market analysis of the product realized by COLEACP
- The Social Profile to guide the Social Analysis
- If necessary, the access to the software SimaPro for the Environmental Analysis

III. EXPERTISE REQUESTED

The team will be composed of three international experts from the Agrinatura alliance or associates, covering Economic, Social and Environmental Sciences; and one national expert from institutions and/or research systems having an excellent knowledge of the VC in the partner country.

The Team Leader will be in charge of the coordination and links between team members and with the PMU. S/He will be responsible for preparing a work plan together with the team, compiling the final report (incorporating the inputs of the team members), respecting the calendar of the assignment, and organising eventual validation workshops. S/he will also manage, together with the national expert, the meetings with the national partners, institutions and key informants that can support the study.

The experts will work with a collaborative participatory mind-set in order to: identify data that will be useful for all analyses, develop a common approach/typology for data collection and analysis, integrate in a coherent and synergic way the results of each analysis (executive summary, conclusions of the study...) and formulate eventual recommendations.

Each expert is requested an input of around 45 working days (50 for the Team Leader).

The deliverables will be written in English and translated in some parts, upon request, in a language that can be understood and interpreted by policy makers.

The data collected during the missions and the study will contribute to a knowledge and information system (currently under development). To that end, experts will have to act in conformity with the EU General Data Protection Regulation (GDPR), under the supervision and responsibility of their respective research centres or universities.

Other inputs such as documents or communication and visibility material, may be drafted based on the study. Moreover, high level or technical stakeholders' workshops for the restitution of results may be foreseen but are out of the scope of the present ToR.

All experts will have to follow the VCA4D methodology as defined in: <https://europa.eu/capacity4dev/value-chain-analysis-for-development-vca4d-/wiki/1-vca4d-methodology>

1) Agricultural economist

S/he is a senior expert with deep knowledge and experience on value chain analysis from an economic point of view. S/he will elaborate financial and economic accounts of the VC (and its sub-systems) as a whole and of its actors. He/she will analyse the VC from the different actors' perspectives, as well as its contribution to the main economic indicators (GDP, balance of trade, public finance, etc.). He/she will be at ease with the concepts of income distribution, job creation, growth and distributive effects, viability of the VC in the international economy, etc. S/he will undertake a full functional analysis with the support of his/her colleagues.

Experience on economic analysis in value chain is required.

Experience in developing/transition countries is required.

Professional experience in Mongolia/region is an asset.

Experience in the livestock/cashmere value chain is highly appreciated.

Knowledge of English is required. Knowledge of Russian/Mongolian is an asset.

Experience in stakeholders' management (including relations with high level officials and private sector) and analysis of public policies are a plus.

The economist will coordinate and consolidate the functional analysis, compiling the contributions from all experts. S/he will provide a Functional and Economic Analysis that will be included in the final report.

A collective training or at least an individual introduction to the AFA software will be made prior to the first mission. In the case the training cannot be done before the first mission, it will be done before the second mission.

S/he will help the team leader (if another member of the team) to (i) define the typology of actors that will be adopted throughout the study; (ii) formulate an executive summary and conclusions that combine the results of the different analyses in order to answer the framing questions and to finalise the report (reading, formatting of the report...). If relevant, the expert will collaborate and integrate the analysis on market trends provided by COLEAD.

2) Social expert

S/he is a senior expert with deep knowledge of and experience on social issues related to agricultural value chains in developing countries, particularly on inclusiveness of the most vulnerable groups.

The expert has experience at least in two of the social domains covered by VCA4D (working conditions, land and water rights, gender equality, food and nutrition security, social capital, living conditions) and is able to handle and inform on the other ones.

Experience in social analysis of the agricultural sector is required, and specific experience on social issues in developing/transition countries is strongly appreciated.

Experience in social aspects of livestock/cashmere value chain is an asset.

Professional experience in Mongolia/region is compulsory.

Experience in the social analysis of fair trade and organic certification and schemes is an asset.

Knowledge of English is required. Knowledge of Russian/Mongolian is an asset.

Experience in stakeholders' management (including relations with high level officials and private sector) and analysis of public policies are a plus.

The social expert will provide a social analysis to be included in the report, on the basis of the VCA4D Social Profile. An introduction on how to complete the Social Profile will be made prior to the first mission.

The Social Expert will also support the economist for the analysis on inclusiveness and the LCA expert to deal with the Biodiversity Analysis.

S/he will help the team leader to: (i) define the typology of actors that will be adopted throughout the study; (ii) formulate an executive summary and conclusions that combine the results of the different analyses in order to answer the framing questions and to finalise the report (reading, formatting of the report...).

3) Environmental/LCA expert

S/he is a senior expert with deep knowledge of and experience on the Life Cycle Analysis (LCA).

Experience on value chain analysis in developing/transition countries is appreciated.

Experience in cashmere/cotton VCs is an asset.

Professional experience in Mongolia/region will be appreciated.

Knowledge of English is required. Knowledge of Russian/Mongolian is an asset.

S/he will preferably use the SimaPro software for LCA.

S/he will provide the part of the report on the Environmental Analysis that will be included in the final report. His/her analysis will focus on the analysis of damages on resources, ecosystems and human health, as well as on the impacts on climate change. The expert will also integrate and complement (with the support of the social expert) an analysis of biodiversity.

S/he will help the team leader to: (i) define the typology of actors that will be adopted throughout the study, (ii) formulate an executive summary and conclusions that combine the results of the different analyses in order to answer the framing questions and to finalise the report (reading, formatting of the report...).

4) National Expert

S/he is a specialist of the cashmere value chain in Mongolia.

Relevant knowledge of the national institutions (technical, economic and political ones) and stakeholders (public and private) involved in the cashmere value chain is required.

At the beginning of the study, s/he will provide general information on the value chain, identifying key players and existing relevant information and data for the analyses. The national expert will help to select the most relevant data from available sources, to clarify inconsistencies and to improve coherence between analyses.

S/he will facilitate and complete the data collection, in agreement to the guidelines of the Team Leader. S/he will facilitate the contact between the whole team and the local stakeholders.

Depending on the organization chosen by the team, his/her work can be deployed before the missions (preparation of the mission of the colleagues), during the missions (support of

colleagues during missions), between missions (collection of additional information, supervision of data collection, etc.), even after missions (additional information).

The working tasks are allocated according to the following table:

	Economist	Social expert	Environmental expert	National expert	Team leader
Functional analysis	XX	X	X	X	X
What is the contribution of the value chain to economic growth?	XX			X	
Is this economic growth inclusive?	XX	XX		X	
Is the value chain socially sustainable?		XX		X	
Is the value chain environmentally sustainable?			XX	X	
Executive summary, general comments, conclusions and recommendations	X	X	X	X	XX

X = participation

XX = in charge of the final writing

IV. LOCATION, DURATION AND PROCESS

The study process will start in May 2023 with a briefing in Brussels/virtual and finish by November 2023 with the approval of the final report.

The team will comply with the following conditions:

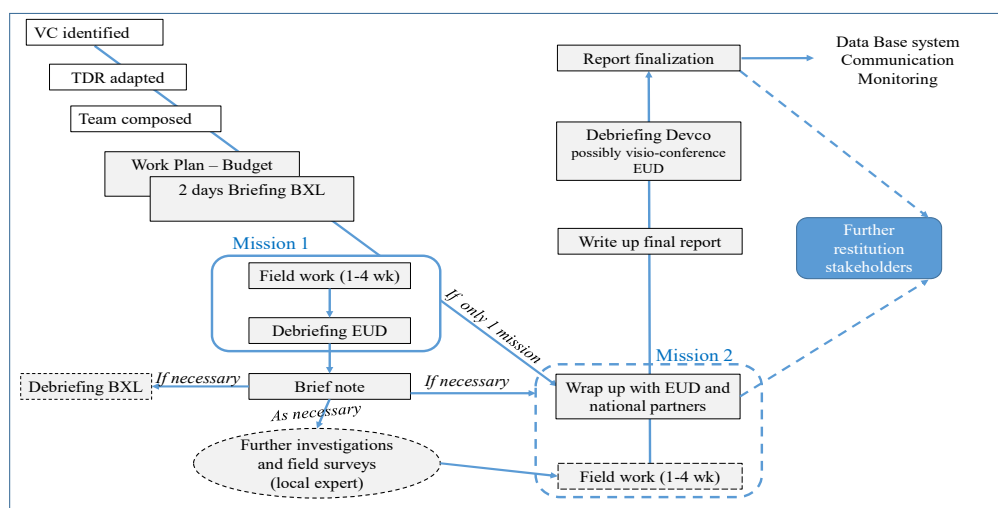
- Attend a briefing in Brussels (or via videoconference) in the month of April/beginning of May.
- Undertake the field work. Each international expert will have a maximum of 2 missions in Mongolia (with a total amount of per diem not exceeding 33 days).
- The national expert will perform the field work with the team and according to what agreed with the team leader. S/he will have a total amount of per diem not exceeding 20 days.
- Brief and debrief with the EUD in Mongolia at the beginning and end of each mission. The team will maintain close contacts – via the PMU – with the EUD during the whole performance of the study.
- Write a brief note within 10 days from the end of the first mission to provide: (i) Programme and general feedback on the mission; (ii) Overview of the collected information and data gaps (including a plan of data filling); (iii) Identification of the main actors/functions/sub-chains, with a proposal of a common and coherent typology of actors for the different analyses (including further subdivisions needed to give more finesse to each analysis). (iv) Graph of the physical and geographical flows; (v) First findings and hypothesis.
- After the first mission, the economist will present and discuss for validation with the PMU, the VC structure for the work with the AFA software.
- The environmental/LCA expert will share information with the expert in charge of the backstopping mechanism, in order for him/her to perform a complementary support critical review.
- Submit a draft final report to the PMU in October and integrate the PMU comments following its quality check.
- Attend the final debriefing in Brussels or by videoconference to present the draft final report with the participation of INTPA, the PMU and the EUD.

- Integrate comments in the final report for the final approval by INTPA (via the PMU).

For the three international experts, 2 missions in Brussels are foreseen (kick-off briefing and final debriefing) but they may be organised by videoconference.

Within this timeframe, the team has flexibility to organize their work according to their appreciations of needs. This concerns in particular: the number of field missions (maximum 2, exceptionally 3), their length, the combination of experts in the second mission, the time allocation between desk and field work and to the different tasks, etc.

The global VCA process is described in the following scheme:



The team will be assisted by the VCA4D PMU:

- The team will attend a 2-days briefing in Brussels/virtual with the PMU.
- The team will prepare a work plan (work programme, calendar of the missions, surveys and data collection, etc.) and, if needed, a budget for the field work with the help of the PMU.
- If needed, the PMU will help the team to gather documentation on the VC during the inception phase.
- If necessary, the PMU will assist the team on scientific or practical questions raising during the assignment, in particular when it comes to relate with INTPA/F3 and EUD.
- The PMU will comment and approve the brief note, that will also be shared with INTPA/F3 and EUD.
- The PMU will be available for scientific and methodological support, reading and commenting the draft final report.
- The final report will be submitted to the PMU, that will submit it for approval to INTPA/F3 only once approved by the PMU.
- The PMU will organize the debriefing in Brussels or by videoconference. In this occasion, experts will also be asked to give a feedback on methodological aspect that could further strengthen the current methodological brief.

V. FINAL REPORT

The final report will not exceed 100 pages (+ annexes) and will have the following structure:

- Executive summary (to be used as a basis for a communication leaflet on each study. It is expected to include: a summary of the functional analysis; the summary of the reply to the 4 framing questions; the main highlights for each analysis; the main opportunities and risks for the VC; and eventual recommendations) – 6 pages maximum
- Introduction and context

- Functional analysis
- What is the contribution of the value chain to economic growth? (economic analysis)
- Is this economic growth inclusive? (economic and social analysis)
- Is the value chain socially sustainable? (social analysis)
- Is the value chain environmentally sustainable? (environmental and social analysis)
- Conclusions and recommendations

The different parts of this report will be provided in English. The report will have to be conform with the EU GDPR provisions, to allow for its online publication at the page <https://europa.eu/capacity4dev/value-chain-analysis-for-development-vca4d-> (unless, for confidentiality issues, it will not be possible to publish it).

VI. FOCAL PERSON

Frederic Lançon, Scientific Director, PMU

Appendix II

Financial Details

This sub-contract uses the ‘Global Price’ approach. That is to say that payment is made on the basis of outputs, **not** inputs. The global price payable for this assignment is **€39,720**.

The global price was determined using assumed unit prices. These are shown in the attachment below.

Pavel Kotyza – Economist

	Unit	Number	Rate	Total (Euros)
Fees*	Days	45	656	29,520
Travel to Brussels	Trip	2	300	600
Travel to Mongolia	Trip	2	1,500	3,000
Per diem	Night	33	200	6,600
				39,720

Maximum value of the contract is **€39,720**

Unless otherwise stated ALL figures are in Euro

Schedule of Payment

Payment will be made upon submission and approval of a suitable invoice addressed to: University of Greenwich, Natural Resources Institute.

For those payments that are due upon delivery of a report then invoices will be paid upon authorisation from the PMU that the report has been received and upon submission of a suitable invoice addressed to: University of Greenwich, Natural Resources Institute.

Any expenditure which is incurred in currency other than Euro should be converted at the ‘inforeuro’ rate https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-inforeuro_en on the first working day of the month in which the payment is made, i.e. date on the receipt(s).

Payment #	Trigger for payment	Amount
1	Advance payment upon signature of the contract	€7,944
2	Completion of the first visit and submission of aide-memoire to the PMU	€7,944
3	Submission of draft final report	€7,944
4	Approval of the final report by the PMU	€15,888
	TOTAL	€39,720

All payments will be paid upon the submission of a suitable invoice, as well as any supporting documents mentioned in this sub-contract, which should be addressed to the University of Greenwich, Natural Resources Institute.

Advance payments due under this sub-contract will be paid upon receipt of a suitable invoice, along with a signed copy of the sub-contract (if payable upon commencement of this

engagement). Advance payments must be accounted for. Advance payments must be accounted for. Any portion of an advance not accounted for must be returned to NRI; otherwise it will be deducted from any final payments made, or may delay subsequent payments that are due under this sub-contract.

NRI will endeavour to make prompt payments and within a period of 30 days upon receipt of the aforementioned documentation.

Appendix III

Client Contract IP Terms

ARTICLE 14. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

- 14.1. A 'result' shall be any outcome of the implementation of the contract and provided as such by the contractor.
- 14.2. The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the contract, shall be irrevocably and fully vested to the contracting authority from the moment these results or rights are delivered to it and accepted by it. The contracting authority may use them as it sees fit and in particular may store, modify, translate, display, reproduce, publish or communicate by any medium, as well as, assign, transfer them as it sees fit.
- 14.3. For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the contractor to the contracting authority.
- 14.4. The above vesting of rights in the contracting authority under this contract covers all territories worldwide and is valid for the whole duration of intellectual or industrial property rights protection, unless stipulated otherwise by the contracting authority and the contractor.
- 14.5. The contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. If the contracting authority so requires, the contractor shall provide exhaustive proof of ownership or rights to use all necessary rights, as well as, of all relevant agreements of the creator(s).
- 14.6. All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, computations, databases format and data, software and any supporting records or materials acquired, compiled or prepared by the contractor in the performance of the contract, as well as, any outcome of the implementation of the contract, shall be the absolute property of the contracting authority unless otherwise specified. The contractor shall, upon completion of the contract, deliver all such documents and data to the contracting authority. The contractor must not retain copies of such documents and data and must not use them for purposes unrelated to the contract without the prior consent of the contracting authority.
- 14.7. The contractor shall not publish articles relating to the services or refer to them when carrying out any services for others, or divulge information obtained by the contractor in the course of the contract for purposes other than its performance, without the prior consent of the contracting authority.
- 14.8. By delivering the results, the contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that it possesses the relevant rights or powers to execute the transfer. It also warrants that it has paid or has verified payment of all fees including fees to collecting societies, related to the final results.
- 14.9. The contractor shall indemnify and hold the contracting authority harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the contracting authority's use as specified in the contract of patents, licenses, drawings, designs, models, or brand or trade-marks, except where such infringement results from compliance with the design or specification provided by the contracting authority.