

Sub-Contract number: **B0594x108**

This Agreement dated 31st July 2024 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**"

Mongolia Cashmere Stakeholder Workshop

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 xxxxxx 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.



University of Greenwich,
a charity and company limited
by guarantee, registered in England
(reg. no. 986729).

Registered office:
Old Royal Naval College, Park Row,
Greenwich, London SE10 9LS

Medway Campus

Central Avenue,
Chatham Maritime,
Kent ME4 4TB

Tel: +44 (0)1634 880088
Web: www.nri.org

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 September 2024** and must end by **30th September 2024** 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 **€3,936**;
- (b) pay international flights, based on economy fares, for the purposes of this contract up to a maximum of **€2,000**;
- (c) pay per-diems up to a maximum of **5** nights at a rate of **€181** per night, based on timesheets, indicating the number of nights spent away from your home, but not exceeding **€905** in total*;

** The per diem is a maximum fixed flat-rate covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem.*

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, you agree that you are solely responsible for all applicable taxes that are due relating to the fees paid under the terms of this Engagement and you hereby agree 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 xxxxx.

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, a completed reporting template, timesheets and 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 and other documentation as outlined in 8.1. **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: **B0594x108**:-

Mrs xxxxx
Project Delivery Manager
Food and Markets Department
University of Greenwich
Natural Resources Institute
Central Avenue
Chatham Maritime
Kent ME4 4TB
United Kingdom

Email: s.l.gillett@greenwich.ac.uk

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: **€6,841 (Six Thousand, Eight Hundred and Forty-One 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 Where the contractor is required take photos, undertake filming and/or interviews as part of this Agreement the Contractor will obtain written consent from all adult participants who are being photographed, filmed and/or interviewed. This consent must be kept for two (2) years after this contract ends. Under no circumstances will children be photographed, filmed and/or interviewed. The consent must ensure that all Participants permit for the Contractor/NRI/Client to produce public material using their images and any footage/videos which they may appear in. The contractor will also ensure that all necessary licenses/permissions are obtained to photograph and/or film in the required locations and the location imagery is approved for the use in the public material. All personal information collected by the Contractor in this respect, will be treated confidentially and in accordance with the provisions of the Data Protection Act 2018, and the General Data Protection Regulation. The Contractor will take all necessary measures/precautions to ensure that any material/images obtained during the course of this engagement will be used solely for the purposes for which they are intended and for which the necessary permissions have been obtained. Furthermore, if the Contractor becomes aware of any situation where images are being used inappropriately, or necessary permissions have not been granted, the Contractor will advise NRI immediately.

21.2 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.

21.3 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.

21.4 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>

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 xxxxx
Director, Natural Resources Institute
University of Greenwich, Medway Campus

ACCEPTANCE

I accept the offer set out within NRI's sub-contract, dated 30st August 2024, reference: **B0594x108**, on the terms specified therein on behalf of **Czech University of Life Sciences Prague**.

Signature: _____

Name: _____

Position: _____

Date: _____

Appendix I

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

Terms of Reference (ToR) for a stakeholders' workshops to present the cashmere value chain analysis in Mongolia

I. BACKGROUND

Cashmere is identified as a strategic value chain for Mongolia to achieve the goals of a greener and sustainable transformation in a diversified economy. Mongolia is the world's second largest producer of cashmere after China. The cashmere sector provides income and employment for over a third of the rural population and raw cashmere and cashmere products are Mongolia's third largest export, and largest non-mineral export. Due to the extreme climate, Mongolian cashmere is the finest and highest quality cashmere, and it is therefore in demand in different markets beyond China, especially by the European market.

Despite its potential, the cashmere value chain is however exposed to several challenges, such as: the changes in international demand and prices; the overexploitation of resources; 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 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 through different policies and strategies, including the "The One Billion Tree Initiative", with the objective to fight deforestation and climate change, diversify the economy and promote the transformation of main national raw materials, including the cashmere sector. The EU Delegation to Mongolia supports this national vision which is reflected in its multi-annual indicative plan (MIP) 2021-2027, under the action area "*Sustainable ecosystem and agriculture management for rural development*".

In 2023, the EU Delegation asked the VCA4D Programme to deliver an evidence-based analysis of the cashmere value chain and of the bottlenecks that jeopardize its full potential, with a focus on understanding the in-country processing as well as to geographical indications as a mean to promote quality.

The VCA4D study was realized by a team of 3 international experts from Agrinatura and one Mongolian expert. The analysis, published in May 2024, was performed between May 2023 and April 2024, with two field missions in June and September 2023.

The EU Delegation to Mongolia demanded a workshop to present the final findings of this important analysis to the main value chain stakeholders involved in the process, government actors and international partners supporting the cashmere value chain in Mongolia.

These ToR defined the objectives and format of the stakeholders' workshop on the VCA4D analysis of the cashmere value chain in Mongolia.

II. DESCRIPTION OF THE ASSIGNMENT

Objective and structure

The overall objective of this workshop is to promote the policy dialogue among partners supporting the cashmere value chain and contribute to the reflection on how to boost and improve its sustainable and inclusive development both at the national level and internationally.

The specific objectives are:

- To present the findings and recommendations of the VCA4D study on the cashmere value chain;
- To reflect with the value chain actors and the authorities on ongoing and future actions in support of this strategic sector, whenever possible exploiting the recommendations of the VCA4D study.

The workshop will be realized in two days, and divided in four sessions as follows (see details in the agenda):

Day 1 – Session1

- Opening
- Presentation of the findings and recommendations of the VCA4D Study in each component (functional analysis, economic, social and environmental analysis)

Day 1 – Session 2

- Presentation by the Mongolian authorities of the current policies and strategies in support of the cashmere value chain in Mongolia
- Presentation by the private sector and civil society's actors of their interventions
- Plenary to discuss the conclusions of the VCA4D study and share views on the recommendations (address the bottlenecks, operationalization of potential solutions and opportunities for further support)

Day 2 – Session 3

- Working groups on some specific issues identified by the audience on day 1 (the team will work on defining some guiding questions for the working groups on the basis of the key messages coming out from day 1)
- Plenary to discuss the working groups suggestions with public donors and private investors involved in the cashmere value chain
- Plenary to reflect on the work of the two days
- Closing

A detailed agenda will be defined and discuss between the EU Delegation and the VCA4D, in collaboration with the competent Ministries involved in the sector.

Tasks and participants

Tasks

The VCA4D PMU will:

- Contract the team of experts that will organize the workshop;
- Facilitate contacts with the EU Delegation to Mongolia and relevant ministries and partners ;
- Provide appropriate communication material;
- Provide the necessary support to the team of experts in the preparation of the workshop, including for the logistics;

The EUD in Mongolia will:

- Review and comment the Terms of Reference
- Facilitate the coordination with relevant actors (including to contribute to the participants' list) and collaborate with the PMU, in the definition of the targets and agenda of the event;
- Send the invitations, prepared by the PMU, to the government's officials and private sector actors. The PMU will share the invitation to the remaining invitees in the list.
- Open and close the event together with the national counterpart(s) and other relevant representatives.

The team of experts will:

- Collaborate with the EUD, supported by the PMU, for the elaboration of the list of participants (the national expert prepares the first draft, to be completed by the team and the EUD)
- Draft the invitation emails together with the PMU (the national expert will be in charge to follow up confirmations);
- Prepare and deliver presentations during the workshop;
- Prepare a draft of the study brief(s) to be presented during the stakeholders' workshop;
- Moderate the discussions and summarize the recommendations;
- Prepare a summary of the discussions (see deliverables).

Target audience

The two days of workshop can have different target audiences.

The first day will be attended by around 100 persons and open to the entire spectrum of value chain actors.

The day 2 will target the same actors on the basis of their respective role in the issues that will be discussed during the working groups and the plenary session with donors.

The full list of participants for the two days will be elaborated jointly by the team of experts in cooperation with the EUD and partners. Invitations to day 1 or 2 or to both days will be decided together with the EU Delegation.

Team of experts

The team of experts will be composed by the members of the team that performed the VCA4D analysis:

- The social expert and team leader: John Morton, University of Greenwich (UK)
- The economist: Pavel Kotyza, CULS University (Czech Republic)
- The environmental/LCA expert: Mathieu Vigne, CIRAD (France)
- The Mongolian expert: Burma Dashbal

The team leader will be responsible of the internal division of tasks within the team and work in close link with the PMU and other partners involved in the organization.

A facilitator might be selected to support the work of the VCA4D team during the two days.

The full team will be on the field for the workshop on the 17 and 18 September 2024.

III. DELIVERABLES

The VCA4D team will:

1. Provide all the supporting documents (preparatory note is applicable, guidance note for the working groups, etc.) and the presentations to be delivered during the two days of workshop;
2. Provide a summary of the discussions of the workshops in a short report that will be composed by: a) a section, for the PMU perusal, describing the running of the event, main contributions, challenges encountered, lessons learned; b) a second section summarizing the discussions, feedback on the reaction by the audience about the VCA4Dof the analysis and recommendations (and eventually their use); and a short explanation of eventual steps forward agreed upon with the participants.

IV. BUDGET

The budget will be mobilized under the fee-based part of the VCA4D budget.

The proposed amount refers to a maximum indicative budget to be mobilized, while reimbursement will happen according to real expenditures.

DRAFT AGENDA***Workshop to present the findings of the study on the cashmere value chain in Mongolia
17 and 18 September 2024, Ulaanbaatar, venue to be confirmed***

09.00h-09.30h	Registration of participants
09.15h-09.30h	Opening by the EU Delegation
09.30h-09.45h	Reminder of the VCA4D approach and objectives
09.45h-10.00h	Overview on the implementation of the assignment
10.00h-10.30h	The functional analysis of the cashmere value chain in Mongolia Q&A
10.30h-11.00h	The VCA4D study: What is the contribution of the VC to economic growth? Is this growth inclusive? Q&A
11.00h-11.30h	<i>Coffee break</i>
11.30h-12.00h	The VCA4D study: is the value chain socially sustainable? Q&A
12.00h-12.30h	The VCA4D study: is the value chain environmentally sustainable? Q&A
12.30h-13.00h	Conclusions and recommendations from the VCA4D study Q&A
13.00h-14.00h	Lunch break
14.00h-14.30h	Presentations by the Government of their strategies and interventions in the cashmere sector
14.30h-15.00h	Presentation by private sector and civil society actors of their interventions in the cashmere sector
15.00h-15.45h	Plenary to discuss challenges and opportunities for the sustainable development of the cashmere value chain
15.45h-16.00h	Summary of key messages day 1 and closing remarks

DAY 2 – 18 September 2024

09.00h-09.30h	Registration of participants
09.30h-10.00h	Wrap up of Day 1 and definition of the working group themes.
10.00h-11.30h	Working groups sessions (with coffee break included)
11.30-13.00	Restitution of the working groups and discussion with donors and technical and financial partners to share success stories and lessons learned from actions in support the cashmere value chain Q&A
13.00-14.00	Lunch break
14.00-15.00	Plenary to reflect on how to operationalize the recommendations and help improving existing and future actions in support of the VCA4D cashmere value chain
15.00-15.15	Summary of the two days
15.15-15.30	Closing ceremony

Appendix II

Financial Details

This sub-agreement uses the ‘Fee-based’ component of the Client’s head contract, which means that reimbursement for Fees, Per Diems and travel will be made on the basis of actual reasonable receipted expenditure. All receipts (including ticket stubs and boarding passes) must be retained and submitted with invoice(s) which must be accompanied by a signed and completed timesheet and a completed reporting template (both templates are provided with this contract). The finances were derived, using unit rates and levels of output as follows:

Economist Expert – xxxxx

	Unit	Number	Rate	Total (Euros)
Fees	Days	6	656	3,936
International Travel	Flight	1	2,000	2,000
Per diem	Night	5	181	905
				6,841

Maximum value of the contract is **€6,841**

Unless otherwise stated ALL figures are in Euro

** The per diem is a maximum fixed flat-rate covering daily subsistence costs. These include accommodation, meals, tips and local travel, including travel to and from the airport. Taxi fares are therefore covered by the per diem.*

Schedule of Payment

Payment will be made upon submission of a suitable invoice, a signed and completed timesheet, a completed reporting template and any supporting documents mentioned in this contract, which should be 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 No	Trigger for payment	Amount
1	Presentation of invoice upon completion of the workshop	€6,841
	TOTAL	€6,841

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