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ACUERDO

INIA - FUNDACIÓN MARCO PODESTÁ

EN EL MARCO DEL AGREEMENT NUMBER: 2021-ERANET-SENSE-INIA SYNERGIES IN INTEGRATED SYSTEMS: IMPROVING RESOURCE USE EFFICIENCY WHILE MITIGATING GHG EMISSIONS THROUGH WELL-INFORMED DECISIONS ABOUT CIRCULARITY (SENSE) ENTRE INSTITUTO NACIONAL DE INVESTIGACIÓN AGROPECUARIA Y AGRESEARCH LIMITED (NZAGRC)

INIA

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Entre POR UNA PARTE: el Instituto Nacional de Investigación Agropecuaria (en adelante, "INIA") representado en este acto por el Ing. Agr. Miguel Sierra, en su calidad de apoderado, con domicilio en Av. Italia 6201 (Edificio Los Guayabos| Parque Tecnológico LATU), Montevideo; Y POR OTRA PARTE: la Fundación Marco Podestá (en adelante FUNDACION), representada en este acto por el Dr. Jose Piaggio en su calidad de Presidente, con domicilio en Dr Alberto Lasplaces 1620/1550

#### **PRIMERO: Antecedentes.**

- I. AGRESEARCH LIMITED (NZAGRC) y el INIA suscribieron con fecha 22 de abril de 2022 un Acuerdo (en adelante "RESEARCH CONTRACT") que tiene asociada la ejecución del proyecto "SYNERGIES IN INTEGRATED SYSTEMS: IMPROVING RESOURCE USE EFFICIENCY WHILE MITIGATING GHG EMISSIONS THROUGH WELL-INFORMED DECISIONS ABOUT CIRCULARITY (SENSE)" (en adelante, el PROYECTO), el cual se adjunta como ANEXO I y se considera parte integral de este Acuerdo.
- II. En el marco del RESEARCH CONTRACT se prevé la participación en el PROYECTO de la Dra Carolina Viñoles -Prof. Agregado G° 4 de la Facultad de Veterinaria e integrante del Polo Agroforestal de dicha Facultad- en su condición de "Project Manager".
- III. La Facultad de Veterinaria como el Polo Agroforestal de dicha Facultad están en conocimiento del referido PROYECTO y aprueban el alcance y compromisos asumidos tanto por el Polo Agroindustrial (UDELAR) así como de las responsabilidades allí previstas respecto de la Dra. Carolina Viñoles en su condición de Project Manager (Carta Adjunta en ANEXO A) cuyos detalles se adjuntan en el ANEXO II, el cual se considera parte integral del presente Acuerdo, habilitando a su vez la instrumentación de dicho vínculo con INIA a través de la FUNDACION .
- IV. Atendiendo al objeto estatutario de la FUNDACION (que entre otros busca "estimular la creación, aplicación y difusión del conocimiento en todas las disciplinas que se desarrollan en la Facultad de Veterinaria, así como promover la vinculación de la misma con el sistema productivo y con la sociedad en general", según Art. 4 del Estatuto), se establece que la FUNDACIÓN sea la que formalice el vínculo con INIA en el marco del PROYECTO a fin de viabilizar las actividades referidas en el ANEXO II, respetando el alcance y compromisos asumidos tanto por el Polo Agroindustrial (UDELAR) como de las responsabilidades allí previstas respecto de la Dra. Carolina Viñoles.

#### **SEGUNDO: Objetivo**

Acordar las pautas que regularán la relación entre INIA y la FUNDACION, en atención a las actividades detalladas en el ANEXO II.

## **TERCERO Obligaciones de las Partes**

### **3.1. OBLIGACIONES DE LA FUNDACION**

3.1.1 La FUNDACION, quien declara tener plena capacidad legal y financiera para actuar como tal, ratifica el RESEARCH CONTRACT cuyo contenido y alcance declara conocer y aceptar en todos sus términos y que se adjunta como ANEXO I y en especial en lo referido a Confidencialidad, Propiedad Intelectual, Difusión y Publicación de los resultados y protección de datos.

3.1.2 LA FUNDACION, sin perjuicio de otros compromisos y obligaciones establecidos en el RESEARCH CONTRACT, se compromete a cumplir en los plazos previstos con las actividades y productos contenidos en el ANEXO II de acuerdo con las normas más elevadas de competencia e integridad ética y profesional, previendo el personal, el predio de productores y los recursos técnicos necesarios para ello.

3.1.3 LA FUNDACION se compromete a utilizar los fondos aportados en virtud del presente Acuerdo únicamente para cumplir con las actividades y productos responsabilidad de la FUNDACION contenidos en el ANEXO II.

3.1.4. LA FUNDACION se compromete a mantener registros financieros precisos y documentación complementaria en que se muestre la utilización de los fondos establecidos en el presente Acuerdo, así como resultados de investigación, datos, notas, informes y cualquier otro tipo de información creada, proporcionada y /o relacionada con el presente Acuerdo, durante el transcurso del presente Acuerdo y por tres años posteriores a la resolución o el vencimiento del presente Acuerdo. Durante este período, la AGRESEARCH LIMITED (NZAGRC) o la autoridad que ella designe a los efectos de la auditoría y/o INIA, tendrán el derecho de examinar o auditar, en cualquier momento, cualquier aspecto del presente Acuerdo, en los términos que dispone el Num. 21 del "SCHEDULE 2" del RESEARCH CONTRACT. La FUNDACION ofrecerá su cooperación plena y oportuna en todo examen o auditoría. La cooperación plena y oportuna podrá comprender la disponibilidad de los empleados y los agentes y la garantía de que la AGRESEARCH LIMITED (NZAGRC) y/o INIA u otra persona designada puedan acceder en momentos y en condiciones razonables a las instalaciones de la FUNDACION u otros emplazamientos donde se guarde la documentación relacionada con el presente Acuerdo o se lleven a cabo las actividades relacionadas con el mismo.

### **3.2. OBLIGACIONES DE INIA Y DESEMBOLSOS**

3.2.1 La administración de los fondos a ingresar por concepto de desembolsos en el marco del presente Acuerdo serán administrados por la FUNDACION en ejecución del Acuerdo firmado por la Fundación y la Universidad de la Republica el 13 de octubre de 2017. La FUNDACION será la encargada de percibir los desembolsos estipulados y darle el destino indicado en el ANEXO III. En ese sentido, la FUNDACION e INIA acuerdan y reconocen que el solo depósito de los desembolsos referidos en la cuenta que indique la FUNDACION por escrito, libera a INIA de toda responsabilidad frente a la FUNDACIÓN, la Facultad de Veterinaria, el POLO y la Project Manager, siendo

responsabilidad exclusiva del FUNDACION la de cumplir con el destino de los fondos detallados en el ANEXO III.

3.2.2 El INIA se compromete a abonar a la FUNDACION hasta un máximo de U\$S 11.500 (once mil quinientos dólares americanos) por todo concepto, según se detalla en el ANEXO III, el cual se adjunta y forma parte integral del presente Acuerdo. La forma de pago será la prevista en el ANEXO III. Para que INIA habilite los desembolsos, previamente deberán cumplirse los siguientes aspectos:

a) La FUNDACION deberá remitir a INIA un informe financiero conteniendo copia de los comprobantes originales, los cuales deberán cumplir con las disposiciones legales vigentes junto a una planilla de rendición debidamente firmada por el responsable técnico y responsable de Administración. Se podrá sustituir la presentación de copia de los comprobantes por Informe de contador de acuerdo a las disposiciones de la Ordenanza No. 77 del Tribunal de Cuentas de la República. El referido informe financiero deberá ser validado por el responsable de administración de INIA.

b) La FUNDACION deberá remitir a INIA un informe técnico el cual deberá ser validado por el técnico responsable por INIA.

Una vez validados ambos informes por INIA en un plazo máximo de 15 días hábiles, el INIA dispondrá de un plazo máximo de 15 días hábiles para realizar el desembolso correspondiente a la cuenta que la FUNDACION le indique por escrito a tales efectos.

En oportunidad de cada desembolso que efectúe el INIA, la FUNDACION libraré el recibo oficial correspondiente.

3.3.3 Aquellos importes abonados por INIA no ejecutados por la FUNDACION deberán ser reintegrados por la FUNDACION a INIA en un plazo no mayor a los 15 días de culminado el presente Acuerdo.

3.3.4 Atendiendo a que se trata de un pago que INIA realizará a la FUNDACION, luego de haber percibido el monto por parte de NZAGRC según lo dispuesto en el RESEARCH CONTRACT, INIA no será responsable si el retraso en el pago o el incumplimiento tiene su origen en la omisión o demora de AGRESEARCH LIMITED (NZAGRC).

#### **CUARTO: Coordinación**

A efectos de cumplir con los objetivos que inspiran el presente Acuerdo en el marco del PROYECTO así como la finalidad y condiciones establecidas en el RESEARCH CONTRACT, INIA y la FUNDACION establecen la creación de un comité de coordinación el cual estará integrado por Veronica Ciganda como representante por INIA y la Dra Carolina Viñoles como representante por la FUNDACION a efectos de coordinar la ejecución de las actividades y productos objeto del presente Acuerdo.

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#### **QUINTO: Vigencia**

El presente Acuerdo regirá de acuerdo a los plazos establecidos en el RESEARCH CONTRACT.

#### **SEXTO: Independencia**

El personal designado por la FUNDACION para llevar adelante las actividades y productos previstos en el marco del presente Acuerdo no se considerará bajo ningún concepto empleado o agente de AGRESEARCH LIMITED (NZAGRC) ni de INIA.

#### **SÉPTIMO: Obligaciones tributarias, de seguridad social, de seguro de accidente y responsabilidad civil**

7.1 Queda establecido, y así lo declaran las Partes, que no existiendo subordinación laboral entre ellas, la FUNDACIÓN, en su condición de sujetos de derecho independientes a INIA, es responsable ante los organismos recaudadores de las obligaciones tributarias, de seguridad social y de seguro de accidente y de responsabilidad civil inherentes a la situación jurídica emergente de este contrato, manteniendo indemne a INIA y a AGRESEARCH LIMITED (NZAGRC) de cualquier reclamación, pudiendo INIA requerirle la exhibición de documentación acreditante de estar al día en el cumplimiento de dichas obligaciones.

7.2 El presente Acuerdo no está sujeto en ningún caso al pago por parte de la AGRESEARCH LIMITED (NZAGRC) y/o INIA de gravámenes, tasas, derechos de registro o cualquier otro derecho o impuesto. La FUNDACION deberá pagar debidamente las tasas, los derechos y otros cargos de conformidad con las leyes y regulaciones vigentes aplicables.

#### **OCTAVO: Exención de la responsabilidad.**

8.1 Respecto de cualquier tipo de obligación que pueda surgir en la ejecución del presente Acuerdo, las Partes comparecientes responderán entre ellas únicamente por las obligaciones que son puestas a su cargo y que asumen para la ejecución del PROYECTO, reputándose dichas obligaciones divisibles.

4 8.2 La FUNDACION reconoce que INIA no será responsable por los daños, demoras, incumplimientos y/o cualquier otro perjuicio ocasionado por AGRESEARCH LIMITED (NZAGRC). A su vez, INIA no será responsable por los daños, demoras, incumplimientos y/o cualquier otro perjuicio que la FUNDACION ocasione con su actividad a AGRESEARCH LIMITED (NZAGRC) y/o Terceros. La FUNDACION acuerda indemnizar a INIA ante cualquier costo o reparación que deba asumir INIA frente a AGRESEARCH LIMITED (NZAGRC) y/o Terceros que sean consecuencia de las actividades asumidas por la FUNDACION o la Project Manager en virtud del presente Acuerdo.

8.3 LA FUNDACION será responsable de los actos y omisiones de todos sus empleados -incluidos los de la "Project Manager"- así como de los actos y omisiones de los Productores que la FUNDACION o la Project manager involucren en sus actividades.

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## **NOVENO: Potestad de INIA**

INIA podrá suspender o retener los pagos que pueden deberse a la FUNDACION si ésta no realizara las actividades acordadas o lo hace con una calidad que INIA y/o AGRESEARCH LIMITED (NZAGRC) considera inaceptable, sin perjuicio de lo dispuesto en la Cláusula DÉCIMO PRIMERA. Previa consulta con AGRESEARCH LIMITED (NZAGRC), la determinación de AGRESEARCH LIMITED (NZAGRC) en relación con esta disposición será vinculante.

## **DÉCIMO: Prohibición de Ceder**

La FUNDACION no podrá ceder sus obligaciones en el marco del presente Acuerdo ni subcontratar a terceros. En caso de requerirlo, deberá solicitar y obtener por escrito el consentimiento previo de INIA y AGRESEARCH LIMITED (NZAGRC).

## **DECIMO PRIMERO: Rescisión.**

11.1. INIA tendrá el derecho de rescindir -sin incurrir en responsabilidad alguna y sin obligación de pago de las actividades no realizados en virtud de la rescisión- del presente Acuerdo:

- si considera que es imposible o impráctico proseguir con su aplicación por causas imprevistas ajenas a la voluntad de INIA o de AGRESEARCH LIMITED (NZAGRC);
- por exigencia de NZAGRC, en el supuesto regulado en el num. 10.5 del "SCHEDULE 2" del RESEARCH CONTRACT;
- en el caso de incumplimiento de las obligaciones asumidas por la FUNDACION o retraso en el cumplimiento de las mismas. Previamente, INIA deberá notificar por escrito a la FUNDACION y establecer un período de tiempo razonable para remediar el incumplimiento o el retraso y, si la FUNDACION no remediara el atraso o incumplimiento dentro de dicho plazo, INIA tendrá derecho de rescindir unilateralmente el presente Acuerdo.

11.2. En caso de rescisión se aplicarán las disposiciones siguientes:

- Rescisión por causas imprevistas ajenas a la voluntad de la FUNDACION: INIA completará los pagos de los gastos realizados por la FUNDACION hasta la fecha efectiva de la rescisión.
- Rescisión debida al incumplimiento o retraso de la FUNDACION: la FUNDACION reembolsará al INIA los pagos recibidos por aquellas actividades que no se hayan realizado con la calidad que INIA y/o AGRESEARCH LIMITED (NZAGRC) consideren aceptables.

11.3 Una vez finalizado o rescindido el REASERCH CONTRACT, automáticamente se dará por finalizado el presente Acuerdo entre INIA y la FUNDACION, sin responsabilidad alguna para INIA.

## **DECIMO SEGUNDO: Diferencias.**

12.1. Toda diferencia que resulte de la interpretación o aplicación de este documento, de ser posible se solucionará por la vía de la negociación directa, mediante una discusión franca y fehaciente entre las Partes.

12.2. En caso contrario, a todos los efectos judiciales a que diere lugar este Acuerdo, las Partes acuerdan que serán competentes los de la ciudad de Montevideo.

## **DECIMO TERCERO: MODIFICACIONES**


Cualquier modificación al presente Acuerdo se realizará a través de Adendas firmados por las autoridades de las Partes.

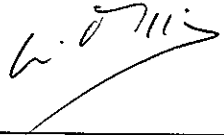
## **DECIMO CUARTO: Domicilios Especiales.**

A todos los efectos que puedan derivarse del presente Acuerdo, las Partes constituyen domicilios especiales en los indicados como respectivamente suyos en la comparecencia, quedando establecida la plena validez de toda comunicación realizada por cualquier medio idóneo a los referidos domicilios.

## **DECIMO QUINTO: Otorgamiento.**

Para constancia, previa lectura de las Partes, estas ratifican y otorgan el presente Acuerdo, en lugar y fecha abajo mencionados, en dos ejemplares del mismo tenor.

  
\_\_\_\_\_  
Por INIA  
FECHA 27/07/2022  
LUGAR Montevideo.

  
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Por FUNDACION  
FECHA 28/7/22  
LUGAR MONTEVIDEO

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ANEXO A: CARTA





Montevideo, 19 de julio de 2022

Dr. Jorge Sawchik  
Director Nacional  
INIA

En el marco del Acuerdo ERANET-SENSE-INIA, firmado el pasado 22 de abril de 2022 entre INIA y AgResearch y que tiene asociada la ejecución del proyecto "*Synergies in integrated systems: improving resource use efficiency while mitigating ghg emissions through well-informed decisions about circularity (SENSE)*", se cumple en comunicar que tanto la Facultad de Veterinaria como el Polo Agroforestal están en conocimiento y aprueban la participación de la Dra. Carolina Viñoles según el alcance previsto en dicho Proyecto.

A su vez, atendiendo al objeto estatutario de la Fundación Marco Podestá (que entre otros busca "*estimular la creación, aplicación y difusión del conocimiento en todas las disciplinas que se desarrollan en la Facultad de Veterinaria, así como promover la vinculación de la misma con el sistema productivo y con la sociedad en general*", según Art. 4 del Estatuto), en mi condición de Presidente y representante de dicha Fundación, se aprueba que sea dicha Fundación la que formalice el vínculo con INIA en el marco del proyecto; respetando su alcance y compromisos asumidos tanto por el Polo Agroforestal (UDELAR) como de las responsabilidades allí previstas respecto de la Dra. Carolina Viñoles en su condición de "Project Manager".

En este marco, se comunica la aprobación expresa de que la citada Dr. Carolina Viñoles - integrante del Polo Agroforestal, del cual la Facultad de Veterinaria es el servicio de Referencia Académica, desarrolle las actividades como Project Manager del proyecto ERANET-SENSE, habilitando a su vez la instrumentación de dicho vínculo con INIA a través de la Fundación Marco Podestá.

Sin otro particular, saluda a usted atentamente,

Dr. José Piaggio  
Decano

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ANEXO I : RESEARCH CONTRACT

*h. 2/11/13*

*Y*

# **RESEARCH CONTRACT**

Required by the Ministry for Primary Industries for use in relation to research that is funded by the New Zealand Government in support of the Global Research Alliance on Agricultural Greenhouse Gases

**BETWEEN**

**AGRESEARCH LIMITED (NZAGRC)**

**AND**

**INSTITUTO NACIONAL DE INVESTIGACIÓN AGROPECUARIA**

**AGREEMENT NUMBER: 2021-ERANET-SENSE-INIA**

**SYNERGIES IN INTEGRATED SYSTEMS: IMPROVING RESOURCE  
USE EFFICIENCY WHILE MITIGATING GHG EMISSIONS THROUGH  
WELL-INFORMED DECISIONS ABOUT CIRCULARITY (SENSE)**

# AGREEMENT FOR SERVICES

BETWEEN

AgRESEARCH LIMITED through its business unit the New Zealand Agricultural Greenhouse Gas Research Centre ("NZAGRC").

AND

Instituto Nacional de Investigacion Agropecuaria having its offices at Av. Italia 6201 Edificio Los Guayabos| Parque Tecnológico LATU Montevideo Uruguay (the "Contractor").

AGREEMENT

The Contractor will provide the Services on the terms and conditions set out in the following Schedules:

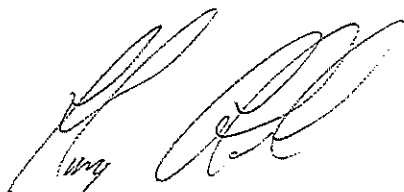
Schedule 1: Specific Terms

Schedule 2: General Terms

Schedule 3: Intellectual Property

SIGNATURES

SIGNED for and on behalf of NZAGRC by its authorised representative:



Name: HARRY CLARK.  
Title: NZAGRC DIRECTOR

Date: 25 March 2022

in the presence of:



Name: SINEAD LEAHY  
Occupation: Principal Science Advisor  
Address: NZAGRC  
Grasslands Research Centre  
Palmerston North  
New Zealand

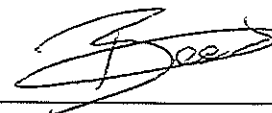
SIGNED for and on behalf of the Contractor by its authorised representative:



Name: María Diana  
Title: ABOGADA

Date: 22/04/2022

in the presence of:



Name: Besterz Coto.  
Occupation: Técnico Principal  
Address: INSTITUTO NACIONAL DE INVESTIGACION AGROPECUARIA  
AV. ITALIA 6201  
EDIFICIO LOS GUAYABOS  
PARQUE TECNOLÓGICO LATU  
MONTEVIDEO  
URUGUAY

## SCHEDULE 1: SPECIFIC TERMS

### 1. BACKGROUND

- A. The Ministry for Primary Industries (“MPI”) administers funding that the New Zealand Government is contributing towards the Global Research Alliance on Agricultural Greenhouse Gases (“the Alliance”). Under a Master Agreement for the Administration of Global Research Alliance Funding by the New Zealand Agricultural Greenhouse Gas Research Centre dated 1 January 2011 and its related Schedules (“the Master Agreement”), MPI appointed NZAGRC to administer some of that funding (“the Alliance Fund”).
- B. On 9<sup>th</sup> March 2021 the Alliance issued a Request for Proposals entitled ‘Circularity in mixed crops and livestock farming systems with emphasis on climate change mitigation and adaptation’ (“the RFP”), on the basis that any resulting contract(s) would be administered by NZAGRC on the form of this Agreement. The Contractor responded to the RFP with a proposal for ‘*Synergies in integrated systems: Improving resource use efficiency while mitigating GHG emissions through well-informed decisions about circularity (sense)*’ (“the Proposal”) and the Proposal was subsequently selected by MPI.
- C. Accordingly, this Agreement records the Activities to be delivered by the Contractor and the funding to be provided, on behalf of MPI, by NZAGRC as administrator of the Alliance Fund.

### 2. DEFINITIONS

In this Schedule, unless the context requires otherwise:

The definitions in clause 1 (Definitions) of Schedule 2 and in clause 1 (Definitions) of Schedule 3 also apply.

- (a) **Master Agreement** has the meaning given in the Background section of this Agreement;
- (b) **NZAGRC** has the meaning given on page 2 above.
- (c) **Research Objectives** means the research objectives set out in clause 5.
- (d) **Research Project** means the research project set out in clause 6.2.

### 3. TERM

**Initial Term** (Clause 4.1 of Schedule 2)

**Commencement Date (Start date):** 01 MAR 2022

**End Date (Completion date):** 28 FEB 2025

### 4. CONTACT DETAILS (Clause 20 of Schedule 2)

The initial contact persons for each Party are below. If a Party’s contact persons or details change, that Party must notify the other Party in advance in accordance with clause 20.4 of Schedule 2.

	NZAGRC		Contractor
Point of Contact:	Sinead Leahy Principal Science Advisor NZAGRC Grasslands Research Centre Tennant Drive Private Bag 11008 Palmerston North 4410 New Zealand Phone: 0064 351 8333 Email: sinead.leahy@nzagrc.org.nz	Contract Manager:	Verónica Musselli Coord. International Cooperation Unit INIA Edificio Los Guayabos Parque Tecnológico del LATU Avda. Italia 6201 Montevideo Uruguay Phone: +5982605 6021 Email: vmusselli@inia.org.uy

MPI Contact	William Aitkenhead Ministry for Primary Industries Charles Fergusson Building 34-38 Bowen Street PO Box 2526 Wellington 6140 New Zealand Email: william.aitkenhead@mpi.govt.nz	Technical Liaison:	Verónica S. Ciganda Principal Investigator Ruta 50 Km 11, INIA-La Estanzuela Colonia, 70000 Uruguay Phone+59845748000 Email: vciganda@inia.org.uy
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## 5. RESEARCH OBJECTIVE

### 5.1 Research Objectives

The SENSE project aims to develop integrated agriculture management approaches through increased circularity to support EU net zero emission targets based on the longstanding integrated agriculture experiences from South America (SA). Four countries from the EU (UK, Germany, The Netherlands, and Italy) and three countries from SA (Argentina, Brazil, and Uruguay) are involved in the project, and in each country at least one agroforestry/silvopastoral commercial farm will be selected as a case study. Proposed activities within this project are organized in five Work Packages (WP). WP1 will be focused on the collection of historic data of each case study and to create a dataset with such information; WP2 will work on the development of comprehensive indicators to evaluate circularity; WP3 will be in charge of the modelling of GHG emissions and circularity effects from the benchmark case studies; WP4 will integrate the use of multidimensional tools to assess trade-offs of circularity with other sustainability goals, a participatory approach to integrate farmers' views on the acceptance of GHG mitigation measures and improved circularity; and WP5 will be focused on the coordination of the project, dissemination of the results and synthesise the outputs of all WPs. The monitoring and mitigation of GHGs is at the core of SENSE, which will combine real-time GHG emissions with participatory approaches to reduce GHG emissions on farm level by introducing and evaluating short-term interventions. Therefore, SENSE will capitalize the significant benefit of European – South American (EU-SA) collaboration through the development of a robust methodology, or tool, to monitor and adjust agricultural systems towards circularity and to mitigate GHG emissions. The possibility of testing the system/tool in contrasting environments and agricultural systems will help with the development of a more robust tool that will be available for global policy and potentially improve coordinated environmental stewardship while informing the ongoing debate on the impacts of agricultural production, ecosystem services and trade.

The SENSE project will therefore address the following questions:

- Which circular activities in integrated (crop-livestock-forestry) systems lead to potential GHG mitigations at farm level?
- What are the externalities determining the extent of circularity at farm level?
- What are the impacts of circularity measures in crop-livestock-forest systems on the SDG goal 13 on Climate Action and on further grand challenges, such as biodiversity and decent incomes for farmers?
- Are farmers in Europe willing to adopt any form of circular crop-livestock-forestry systems? What level of complexity would be preferable for European farmers? Which factors encourage or discourage the adoption of such systems?

#### Uruguay's contribution:

In Uruguay, we will work on a case study of a silvopastoral system (SSP) experimental platform of a total area of 27 hectares consisting of Eucalyptus sp. and cultivated pastures, which is installed in a private farm located in Puntas de Sauce (32°11'21.14"S 54°14'0.02"W), Cerro Largo, Uruguay. The total forestry area is 19,8 hectares while the forage area is present (native or installed pasture) across all alleys between tree lines and in control areas (no trees). The SSP platform is arranged in three treatments by three replications: 1. No trees; 2. Double tree rows arranged in 5 m x 5 m x 20 m (160 trees/ha); and 3. Quad tree rows arranged in 5 m x 5 m x 20 m (240 trees/ha). Grazing livestock area is allowed between tree lines within the 27 hectares.

As part of this Research Project, the Contractor will contribute to each of the WPs of the SENSE project:

WP1: **Data collection** of our SSP case study will be performed and will contribute to the SENSE required dataset. It will include climate data (rainfall, min/max air temperature etc), cropping history (crops, pasture and/or trees species used in the system), animal related aspects (cattle type, breed, productivity), including yields and

management (inputs, operations), soil properties data including chemical, physical and biological variables, and previous datasets for GHG fluxes and related variables.

WP2: We will work on the development of **comprehensive indicators to evaluate circularity** of our SSP case study. Current state of system will be evaluated following indicators of feed sufficiency, share of nutrients recycled in system, waste exported out of system, near real-time GHG emission estimations. Soil temperature and humidity will be continuously recorded by sensors and dataloggers installed in each of the three treatments. GHG sensors provided by the JHI (UK) will be installed to estimate near real-time GHG emissions.

WP3: we will contribute our data for modelling of GHG emissions and circularity effects

WP4: we will contribute to the Multidimensional Assessment and Optimization with Farmers

WP5: we will **synthesize, communicate, and disseminate local results** within academia and the wider public. Results discussion and promotion at different levels of detail with farmers, extension workers, as well as with researchers during the implementation of the project, will help to enhance circularity in SSP farming systems. Also, the results obtained will contribute to national GHG inventory reports and to inform public policy decisions.

The activities that Uruguay will perform in the context of this contract are described in 6.3 Research Project Milestones and Deliverables.

## 5.2 Notice if Research Objectives at Risk

If the Contractor becomes aware of any circumstances that materially reduce the likelihood of the Research Objectives being achieved, it must as soon as possible notify NZAGRC in writing of those circumstances.

## 6. RESEARCH PROJECT

### 6.1 Project Team

Each Party will maintain the appointment of suitably qualified, skilled and experienced Personnel in the roles for which the Party is listed as an appointer in the table below. Each role is referred to in this Agreement by the name given to it in the table below.

For the purpose of clause 9.1 of Schedule 2, the Contractor's Key Personnel are identified in this table.

Role	Responsibility	Appointer	Appointee(s)	FTE (%)	Key Personnel?
Principal Investigator	<i>(a) To oversee the technical aspects of the Research Project and ensure all research data meets the quality and performance measures set out in this Agreement (b) To conduct independent verification of any specified data if required by NZAGRC</i>	Contractor	Verónica S. Ciganda National Institute for Agricultural Research - INIA	10	Yes
Project Manager	<i>To ensure the Contractor carries out the Research Project in accordance with this Agreement, including meeting milestones and obtaining any necessary approvals or authorisations.</i>	Sub-Contractor	Carolina Viñoles Polo Agroforestal – University of Uruguay - UDELAR	25	Yes

Role	Responsibility	Appointer	Appointee(s)	FTE (%)	Key Personnel?
Research participant	<i>To ensure data collection, quality and performance measures set out in this Agreement</i>	Contractor	Virginia Pravia National Institute for Agricultural Research - INIA	5	Yes

## 6.2 General description of Research Project

The SENSE project aims to develop integrated agriculture management approaches through increased circularity to support EU net zero emission targets based on the longstanding integrated agriculture experiences from South America (SA). Four countries from the EU (UK, Germany, The Netherlands, and Italy) and three countries from SA (Argentina, Brazil, and Uruguay) are involved in the project, and in each country at least one agroforestry/silvopastoral commercial farm will be selected as a case study. Proposed activities within this project are organized in five Work Packages (WP). The WP1 will be focused on the collection of historic data of each case study and to create a dataset with such information; WP2 will work on the development of comprehensive indicators to evaluate circularity; WP3 will be in charge of the modelling of GHG emissions and circularity effects from the benchmark case studies; WP4 will integrate the use of multidimensional tools to assess trade-offs of circularity with other sustainability goals, a participatory approach to integrate farmers' views on the acceptance of GHG mitigation measures and improved circularity; and WP5 will be focused on the coordination of the project, dissemination of the results and synthesise the outputs of all WPs. The monitoring and mitigation of GHGs is at the core of SENSE, which will combine real-time estimations of GHG emissions with participatory approaches to reduce GHG emissions on farm level by introducing and evaluating short-term interventions. Therefore, SENSE will capitalize the significant benefit of European – South American (EU-SA) collaboration through the development of a robust methodology, or tool, to monitor and adjust agricultural systems towards circularity and to mitigate GHG emissions. The possibility of testing the system/tool in contrasting environments and agricultural systems will help with the development of a more robust tool that will be available for global policy and potentially improve coordinated environmental stewardship while informing the ongoing debate on the impacts of agricultural production, ecosystem services and trade.



### 6.3 Research Project Deliverables and Milestones

The Contractor will perform the services and provide the deliverables set out in the table below (together, the "Research Project"). Each service and deliverable is referred to in this Agreement by the name given to it in the table below.

Milestone Number	Milestone Start date	Milestone Description	Deliverables / Evidence of Completion	Deliverable Due Date
M01	01 Mar 2022	<p><b>M01: Datasets and Case studies</b></p> <p>This milestone will perform activities in Uruguay whose results will contribute to enable the overall achievements of the SENSE project. Activities include:</p> <ul style="list-style-type: none"> <li>Data collection from Uruguay's SSP case study (including climate data, site history (crops, pasture and/or trees species used in the system), animal related aspects, yields, management (inputs, operations), soil properties (chemical, physical and biological variables))</li> <li>Soil T° and Humidity sensors acquired and installed</li> <li>GHG model data preparation (meteorological, soil and management data) for JHI App development</li> <li>Description of Uruguay's SSP case study circularity (inputs, internal flows, outputs)</li> <li>Simulation model application (DNDC or other)</li> </ul>	<p>D01 Datasheet (.xls) with complete metadata and partially completed data input attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D02 Datasheet (.xls) with complete metadata and completed data input attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D03 Datasheet (.xls) and short report with data gathered by soil T° and Humidity sensors attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D04 Technical report of advances in GHG data estimation process from Uruguay's SSP case study attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D05 Technical Note of complete description of Uruguay's SSP case study circularity attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D06 DNDC or other modelling results report attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D07 Manuscript on silvopastoral system circularity and sustainability suitable for publication in a peer-reviewed journal submitted to the NZAGRC Release of Information (ROI) system.</p> <p>All outputs from this contract must acknowledge "Funded by the New Zealand Government to support</p>	<p>30/06/2022</p> <p>31/03/2023</p> <p>30/06/2023</p> <p>30/06/2023</p> <p>30/06/2023</p> <p>30/09/2024</p> <p>30/12/2024</p>

Milestone Number	Milestone Start date	Milestone Description	Deliverables / Evidence of Completion	Deliverable Due Date
M02	01 Mar 2022	<p><b>M02: Project Co-ordination and communication</b></p> <p>This milestone will perform the following activities:</p> <ul style="list-style-type: none"> <li>The Contractor will participate in regular ERANET SENSE project meetings (Virtual and In-person as appropriate).</li> <li>The Contractor will keep NZAGRC informed as the Consortium Agreement is being developed to ensure that any obligations that the Contractor enters into with its international partners, including the approach to managing Developed IP by the Consortium, is not inconsistent with MPI's general expectations and principles underpinning its GRA investment. The Contractor will submit to NZAGRC the final Consortium Agreement that will include the Consortium IP Plan (if applicable) once it has been signed by all Parties and will notify NZAGRC as soon as possible if there is a material risk that the Consortium Agreement will not be signed by all international partners for whatever reason.</li> <li>The Contractor will promote the SSP platform and results through relevant pathways</li> </ul>	<p>the objectives of the Global Research Alliance on Agricultural Greenhouse Gases".</p> <p>D08 Submission of NZ IP management plan (Template provided in Attachment 2) to NZAGRC and any relevant IP registers (Templates provided in Attachment 1)</p> <p>D09 Submission of a copy of the signed ERANET SENSE Consortium Agreement to NZAGRC for reference</p> <p>D10 Meeting report from meeting with ERANET SENSE Project Leader attached as an appendix to a Progress Report submitted to the NZAGRC</p> <p>D11 One field day with farmers, researchers and extension workers held and reported in a Progress Report to the NZAGRC</p> <p>D12 One short video clip of Uruguay's SSP case study completed, uploaded to a relevant website and reported in a Progress Report to the NZAGRC</p> <p>D13 Proposed international travel plan will be documented as an appendix to a Progress Report each year. At the end of the project a summary of project travel and budget will be reported in the final report.</p> <p>D14 Final project report submitted to NZAGRC. This report will be of a high standard that will be suitable for a website publication documenting the Research Project.</p> <p>All outputs from this contract must acknowledge "Funded by the New Zealand Government to support the objectives of the Global Research Alliance on Agricultural Greenhouse Gases".</p>	<p>30/06/2022</p> <p>30/06/2022</p> <p>30/12/2022</p> <p>30/12/2023</p> <p>30/09/2023</p> <p>30/06/2022</p> <p>30/06/2023</p> <p>30/06/2024</p> <p>28/02/2025</p> <p>28/02/2025</p>

#### 6.4 Dependencies

Completion of the following Services or Deliverables by the Contractor is dependent on the persons below performing their associated dependencies below. **Note:** The failure of a dependency is treated as an "Extraordinary Event" affecting the Contractor, to which the provisions of clause 23 (Extraordinary Events) of Schedule 2 apply.

Milestone / Deliverable	Dependency	Role Responsible	Date by which decision/dependency should be resolved
M01	Requires permission from farmer for accessing and sampling local case study.	Carolina Viñoles	31/12/2022
M02	COVID status may affect meetings and field data collection, and, in turn, D10, D11, D12, and D13 may also be affected. To date unfortunately there seems not to be available any effective and certain contingency plan to avoid this possible constraint.	Verónica Ciganda	On-going

#### 6.5 Specified Standards

Not applicable

#### 6.6 Management of Intellectual Property (IP)

An **IP Management Plan** is required to be provided by the Contractor to NZAGRC as part of the Deliverables (clause 6.3), no later than 30 June 2022. This IP Management Plan is in addition to the completion of the IP Registers (clauses 3.3 and 4.3 of Schedule 3).

#### 7. REPORTING, MEETINGS AND PRICE (Clause 7 of Schedule 2)

7.1 The Contractor will report to and attend meetings with NZAGRC and MPI as set out in the tables in 7.3 and 7.5 below, and as otherwise reasonably required by NZAGRC or MPI.

##### Reporting

**Progress** reports are required to be submitted to NZAGRC's Point of Contact no later than the last day of the month at the end of each quarter after the Commencement date. See Attachment 1 of Appendix 1 for template.

**Annual** reports are required to be submitted to NZAGRC's Point of Contact no later than 30 June in each year. See Attachment 2 of Appendix 1 for details. An oral summary of the report may be requested and presented in person (or by Videoconference) to NZAGRC's Point of Contact.

**Final** report is required to be submitted to NZAGRC's Point of Contact no later than the End date. See Attachment 3 of Appendix 1 for details.

7.2 NZAGRC's Point of Contact may request documentary evidence from the Contractor in relation to any item reported against.

##### 7.3 Invoicing

The Contractor may invoice MPI for the Price as set out in the table below. The Contractor will submit invoices which are addressed to MPI, but delivered to NZAGRC, and NZAGRC will make payments to the Contractor, on behalf of

MPI, all in accordance with clause of Schedule 2, up to a total sum of € 35000 EURO on completion of the associated reporting to NZAGRC's reasonable satisfaction.

Report number	Report due date	Report type	Price EURO
R00	On contract signing	Contract signed	€10,000
R01	30 June 2022	Annual	€5,000
R02	30 Sept 2022	Progress	€5,000
R03	31 Dec 2022	Progress	0
R04	31 Mar 2023	Progress	0
R05	30 Jun 2023	Annual	0
R06	30 Sept 2023	Progress	0
R07	31 Dec 2023	Progress	€5,000
R08	31 Mar 2024	Progress	0
R09	30 Jun 2024	Annual	€5,000
R10	31 Sept 2024	Progress	0
R11	31 Dec 2024	Progress	0
R12	28 Feb 2025	Final	€5,000
			<b>€35,000</b>

#### 7.4 Expenses

International travel costs are included in the total Price of €35,000 Euros. All international travel will need to be detailed as part of the Deliverables (clause 6.3).

#### 7.5 Meetings

If requested by the NZAGRC, the Contractor will attend online meetings to present progress and key findings to MPI policy staff and NZAGRC. If required, the meeting will be organised by MPI policy staff and the NZAGRC.

	Meeting type	Meeting due date
P01	Annual	By September 2022
P02	Annual	By September 2023
P03	Annual	By September 2024

#### 8. INSURANCE

Not applicable

#### 9. CO-FUNDING

9.1 The Contractor will secure the following financial and/or in-kind contributions ("Co-Funding") solely and specifically to undertake and meet the costs of the Research Project:

Co-funder	Co-funding Type	Amount (ex GST if any)
N/A		

9.2 The Contractor must notify NZAGRC in writing within 14 days of the Contractor becoming aware of any circumstances that may result in the Co-funding not being provided or being withdrawn or reduced in amount.

9.3 If the Contractor enters into a contract for services with any Co-funder that covers any of the Deliverables, the terms of that contract must not be inconsistent with the terms of this Agreement.

**10. GENERAL**

**10.1 Approved Subcontractors (Clause 10 of Schedule 2)**

Pursuant to clause 10 of Schedule 2, subject to the following conditions NZAGRC approves the Contractor's use of the following subcontractors for the following Services:

Subcontractor	Role / Milestones involved in	Conditions (if any)
Polo Agroforestal – University of Uruguay - UDELAR	All milestones	None

**10.2 Identified Conflicts of Interest**

Not applicable

**10.3 Specific Confidential Information**

Not applicable

**10.4 Health and Safety**

The Contractor will comply with the health and safety requirements set out in Appendix 2 – Attachment 1 during the Term.

## APPENDIX 1: REPORTING TEMPLATES

### Attachment 1: Progress Report Template

Progress report (clause 7, Schedule 1)

- Complete the sections highlighted in green. The other sections are automatically populated based on the Project described in Schedule 1, clause 6.2

**“Overall Summary”** – an overall statement regarding progress of this contract during the previous period. This should be high level and appropriate for public release. Any confidential information must be noted as such so it can be removed before being made public.

**“Amount claimed”** – any Price due on completion/acceptance of this report (see Schedule 1, clause 7)

**“Completion Date”** – date on which you submit this report to NZAGRC’s Point of Contact

**“Progress Status”** – select from:

- On track - no issues, all progressing nicely and on time
- On track + Potential delay - no issues but potential problems on the horizon. Detail these issues including any possible remedy.
- Off track - problems meaning milestone is delayed. Detail these issues including proposed remedy and timeframe to resolve.
- Completed – this milestone is completed. Details how it has been completed and include ROI # as required.

**“Progress Update”** – use this field to outline:

- work undertaken
- results
- implications of results
- issues resolution
- ROI requests submitted (include number)
- any other relevant information.

**“Health and Safety”** – here you need to record any ‘notifiable events’ (HSWA), near misses, contractor or subcontractor H&S performance breaches, or any new/increased H&S risk or hazard identified.

**“IP update”** – please note whether there have been any changes to IP in the last quarter including development of new IP, use of background IP not previously noted, protection of IP etc. Please document these changes in the IP Management plan, Background IP Register and/or Developed IP Register as necessary and attach an updated version/s of this to the report.

- Submit tables and figures as a separate file.

## Progress Update Summary

<b>Project Number</b>	<i>Agreement number</i>
<b>Progress Update Milestone Number</b>	<i>Report number</i>
<b>Progress Update Due Date</b>	<i>Report due date</i>
<b>Overall Summary</b>	
<b>Amount Claimed</b>	
<b>Completion Date</b>	

## Progress Update Details

<b>Milestone</b>	<b>Start Date</b>	<b>Due Date</b>	<b>Description</b>	<b>Progress Status</b>	
<i>Milestone number</i>	<i>Commencement date</i>	<i>Final deliverable due date for completion of this milestone</i>	<i>Milestone description</i>		
<b>Activities Undertaken</b>					
<i>Activities undertaken</i>					
<b>Deliverables / Evidence of Completion</b>					
<i>Deliverables</i>					
<b>Progress Update</b>					
<b>Health and Safety Update</b>					
<p>(1) Notifiable events: [Record]</p> <p>(2) Performance breach or other issue [Record]</p> <p>(3) New/increased risk or hazard [Record]</p>					
<b>IP Update</b>					
<p>Are there any updates to IP i.e. new IP created?            If yes, please attach an updated Background and Development IP Register and IP Management Plan to this report (Attachment 1 and 2)</p>				Yes/No	
<b>Deliverable</b>	<b>Start Date</b>	<b>End Date</b>	<b>Description</b>	<b>Stage</b>	<b>Progress Status</b>
<i>Deliverable number</i>	<i>Commencement date</i>	<i>Deliverable due date</i>	<i>Deliverable description</i>	-	

## Attachment 2:

### **ANNUAL REPORT (CLAUSE 7, SCHEDULE 1)**

Please use the template provided for progress reports for annual reports. In addition to what is asked for in the progress report template:

- All sections should be completed with details of work undertaken not only in the fourth quarter, but also highlights for the reporting year.
- Health and Safety section should also include any trends and other relevant information about your health and safety performance during the preceding year (include links to monthly reports where relevant) and also:
  1. List any known systemic failures and opportunities for improvement in H&S performance of the Services
  2. List any control measures you intend to implement (or amend) in the upcoming year to deal with the issues identified at (1).
  3. If you have a health and safety risk management plan for the Services, evaluate your performance against the plan for the preceding year.
- Annual report should be no longer than 4 pages.



## Attachment 3

### Final report

A final report should be submitted along with a final progress report using the Contractor's reporting template.

#### Audience

The main audience for your report is MPI. However, the reader may not have direct links with the work completed under this contract or be a scientist.

Therefore, write for a non-scientific person, who is new to your project.

#### Length

Total length, excluding appendices would not normally exceed 20 pages (1.5 spacing)

#### Content

At a minimum, the report must include:

- **Executive Summary:** an executive summary of the project suitable for a policy (non-technical) audience
- **Technical Summary:** a technical summary of the project including research aims and outcomes
- **Project overview:** an assessment of the project's successes and/or failures against each objective.
- **Recommendations for future work:** including (for example) recommendations for further research, ways to extend the new knowledge to next-users or end-users, further collaboration(s) or other topics as appropriate.
- **Summary tables:** for personnel, budget, travel and deliverables including full references for individual deliverables including ROI and DOI reference (or location of information)
  
- **Intellectual Property:** final Background IP Register, Developed IP Register and, if required, IP Management Plan, including information on commercialisation opportunities (where appropriate).
  
- **Health and Safety:** include a summary of any trends and other relevant information about your health and safety performance during the contract (include links to monthly reports where relevant) and also:
  1. List any known systemic failures and opportunities for improvement in H&S performance of the Services
  2. List any control measures you intend to implement (or amend) in the upcoming year to deal with the issues identified at (1).
  3. If you have a health and safety risk management plan for the Services, evaluate your performance against the plan for the preceding year.
  
- **Appendices:** further and full scientific details as necessary

It is important the body of the report includes overall messaging and outcomes.

## APPENDIX 2: HEALTH AND SAFETY

### A. Low Risk clauses

#### “HEALTH AND SAFETY REQUIREMENTS

##### 1. DEFINITIONS

1.1 In the following clauses unless the context requires otherwise:

“Agreement” means this agreement including all schedules and attachments.

“Serious health and safety incident” means a notifiable event such as:

- (a) The death of a person; or
- (b) A notifiable injury or illness

“Term” means the term of this Agreement.

References to clauses are to clauses in this Appendix, unless otherwise stated.

##### 2. HEALTH AND SAFETY REQUIREMENTS

###### *Maintenance of Health and Safety Policies and Practices*

2.1 During the Term the Contractor will:

- a) Maintain a general health and safety policy and practices that are appropriate to the nature of the Services provided to NZAGRC.
- b) Comply with its own health and safety policy and practices. Subcontractors will comply with its own health and safety policy and practices

###### *Notifiable Events*

2.2 During the Term the Contractor will notify all notifiable events occurring during delivery of the Services to NZAGRC to the appropriate authority within the timeframe and in accordance with the requirements of applicable legislation.

2.3 Where a notifiable event has been notified in accordance with clause 2.2, but not reported to NZAGRC under clause 2.4, the Contractor will ensure it includes a summary of that notifiable event in the next available progress report submitted by the Contractor to NZAGRC.

###### *Health and Safety Reporting*

2.4 Without limiting clause 2.3, the Contractor will, within 2 Business Days of becoming aware of the occurrence of a serious health and safety incident arising from the supply of the Services to NZAGRC, report details of that incident to NZAGRC in writing (including the name and position of any Workers and/or subcontractors involved, the nature and location of the incident, and the type and extent of the health and safety risk raised by the incident).

# SCHEDULE 2: GENERAL TERMS

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## 1. DEFINITIONS

In this Agreement, unless the context requires otherwise:

**Agreement** means this agreement including all schedules, annexes, appendices and attachments.

**Business Day** means any day not being a Saturday or Sunday, a public holiday observed in Wellington, New Zealand or in Uruguay, or the period from 26 to 31 December each year.

**Business Hours** means the hours between 8.30am and 5pm on a Business Day.

**Commencement Date** means the commencement date for this Agreement as specified in Schedule 1.

**Contractor's Contract Manager** means the person identified in Schedule 1 under the heading Contact Details.

**Contractor's Technical Liaison** means the person identified in Schedule 1 under the heading Contact Details.

**Confidential Information** includes the terms of this Agreement and any information exchanged during the negotiation of this Agreement, and, in relation to each Party, means information provided by, obtained from, or relating to that Party, that becomes known to the other Party under or in connection with this Agreement, which:

- (a) is specified in Schedule 1 (clause 10.3) as being confidential;
- (b) is by its nature confidential;
- (c) is marked as 'confidential', 'in confidence', 'restricted', 'commercial in confidence' or with a similar designation;
- (d) is provided in confidence;
- (e) the other Party knows or ought to know is confidential; or
- (f) is commercially sensitive to that Party.

**Conflict of Interest** in relation to the Contractor means any conflict of the Contractor's interests or obligations with its responsibilities under this Agreement and in providing the Services such that the Contractor's independence, objectivity or impartiality can be called into question. A conflict of interest may be:

- (a) *actual*: where the conflict currently exists;
- (b) *potential*: where the conflict is about to happen, or could happen, or
- (c) *perceived*: where other people may reasonably think that a person is compromised.

**Control** means the power to directly or indirectly manage the operation of the Contractor's business or control the composition of the Contractor's board of directors or board of management.

**Deliverables** means the deliverables described in clause 6.3 of Schedule 1.

**End Date** means (subject to clause 4.1) the earlier of the end date set out in Schedule 1, or if applicable the date of effective termination of this Agreement.

**Extraordinary Event** means an event beyond the reasonable control of the Party immediately affected by the event, including:

- a) in the case of the Contractor, anything deemed to be an Extraordinary Event in Schedule 1;
- b) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster;
- c) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo;

- d) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war; and
- e) contamination by radio-activity from nuclear substances or germ warfare or any other such hazardous properties.

**Key Personnel** means the people described as such in clause 6 of Schedule 1.

**NZAGRC's Point of Contact** means the person identified in clause 4 of Schedule 1.

**Milestone** means, as the context requires, all or any of the obligations in Schedule 1 which the Contractor is obliged to perform by a specified date or within a specified period, whether or not described as "milestones".

**Parties** means NZAGRC and the Contractor, and **Party** means either of them.

**Personnel** of any person, means all individuals directly or indirectly engaged by that person. Examples include: directors, employees, contract staff, agents, consultants, specialists, support staff and co-opted or seconded staff.

**Price** means the total price payable by NZAGRC, as specified in clause 7 of Schedule 1.

**Research Objectives** means the objectives of the Research Project, as set out in Schedule 1, clause 5.

**Services** means services described in clause 6 of Schedule 1 and/or otherwise supplied by the Contractor under this Agreement.

**Term** has the meaning given in clause 4.1.

## 2. INTERPRETATION

In this Agreement, unless the context requires otherwise:

- (a) to the extent that there is any conflict or ambiguity between any two Schedules, Schedule 1 will take priority unless any Schedule expressly states otherwise. If any other part of this Agreement is contrary to or inconsistent with any other part of this Agreement, then Schedule 1 will prevail;
- (b) headings are for guidance only and do not affect interpretation;
- (c) the singular includes the plural and vice versa;
- (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (e) any references:
  - i. to this Agreement, means this Agreement as amended from time to time and includes all attachments to this Agreement and any document incorporated into this Agreement by reference,
  - ii. to a clause, is a reference to a clause of the Schedule in which the reference is contained, and
  - iii. to a schedule or attachment, are references to a schedule or attachment of this Agreement;
- (f) subject to clause 22, anything that this Agreement requires to be done in writing, may be done by email;
- (g) references to EUROS
- (h) reference to a person includes:
  - i. a company, body of persons (corporate or unincorporate) or any state, regional or local government body or agency; and
  - ii. that person's representatives, successors and assigns;

- (i) "including", "includes", "in particular", "for example" or similar words do not imply any limitations;
- (j) no rule of construction applies to the disadvantage of the party that created, introduced or requested any part of this Agreement; and
- (k) references to time mean Uruguay standard time.

### 3. ENTERING THIS AGREEMENT

- 3.1 Each Party represents and warrants that it is authorised to enter into and perform its obligations under this Agreement.
- 3.2 The Contractor represents that, except as specified in Schedule 1, all information relating to the Services that was provided by the Contractor to NZAGRC and (if applicable) MPI prior to NZAGRC's execution of this Agreement, including in any proposal or presentation by the Contractor, is accurate, complete and true. The Contractor acknowledges that NZAGRC is entering into this Agreement in reliance on such information.

### 4. COMMENCEMENT AND TERM

- 4.1 This Agreement commences on the Commencement Date and, unless terminated in accordance with this Agreement, will remain in force until the close of the End Date.
- 4.2 NZAGRC will not be liable to pay the Price for any Services provided before the Commencement Date, but may choose to at its discretion.

### 5. PROVISION OF THE SERVICES

#### *Obligations of both Parties*

- 5.1 Both Parties agree to:
  - a) act in good faith in all matters relating to this Agreement and, without abandoning their own interests, to demonstrate honesty, integrity, openness, reasonableness, and accountability in their dealings with each other; and
  - b) discuss matters affecting this Contract or the delivery of the Services, whenever necessary.

#### *Performance Standards*

- 5.2 The Contractor will use reasonable endeavours to:
  - a) deliver the Research Objectives;
  - b) achieve or contribute to the achievement of the Impacts; and
  - c) otherwise perform the Services in accordance with the terms of this Agreement.
- 5.3 The Contractor will ensure that the Services are performed:
  - a) promptly with due diligence, care and skill in accordance with Schedule 1;
  - b) by appropriately trained, qualified, experienced and supervised persons;
  - c) in accordance with this Agreement, and
- 5.4 The Contractor will ensure that:
  - a) it has effective project management tools, processes and systems in place, including in relation to the assignment of roles and responsibilities, performance monitoring and reporting, and financial, to perform the Services in accordance with the terms of this Agreement;

- b) it has appropriate and effective systems, processes and structures to manage its obligations and responsibilities under the Services and this Agreement;
- c) the purposes of the Services and the terms of this Agreement are, to the extent reasonably possible, clear and understood by staff and other persons involved in the Services;
- d) it appropriately monitors the Services to ensure the Services are being carried out in accordance with this Agreement; and
- e) it appropriately monitors and manages the performance and cost of third parties involved in the Services.

5.5 The Contractor will:

- a) achieve reasonable performance and science quality standards for the Services that would be expected of any skilled and experienced research organisation, and comply with any relevant codes of professional standards and ethics relevant to the research being undertaken as part of the Services; and
- b) achieve reasonable productivity standards for the Services in the delivery of research, science and technology outputs that would be expected of any skilled and experienced research organisation.

*Information*

5.6 The Contractor will:

- a) promptly provide NZAGRC with all information relating to the Services as requested by NZAGRC from time to time, and
- b) ensure that all information it provides under this Agreement is to the best of its knowledge factually correct and contains no material omissions.

*Issues*

5.7 The Contractor will promptly notify NZAGRC of any:

- a) actual or anticipated matter that could:
- b) receive media attention; or
- c) materially impact on the Services, including:
  - i. loss of critical resources (including loss of Key Personnel, Co-Funding or infrastructure);
  - ii. changes in the scientific or technical approach to the Services;
  - iii. consents, approvals, licences and permits required to perform the Services that cannot be obtained, have expired or are revoked;
  - iv. significant issues with, or changes to, end-user engagement;
  - v. any matter that materially reduces the benefit of the Services;
  - vi. scientific, technical or financial fraud;
  - vii. material changes to the Contractor's organisation, including changes to the organisation's core strategy or direction; or
  - viii. any matter that places or may place the Contractor's ability to perform the Services or complete the Milestones at risk; or

- d) change in the Contractor's legal status.

#### *Sourcing*

- 5.9 Subject to clause 10 (Subcontractors), the Contractor will use reasonable endeavours to enter into any arrangements with third parties, including government agencies, sector organisations, research organisations, third party research contractors, education institutes, students, third party investors, end-users or other persons, that are necessary to:
  - a) deliver the Services;
  - b) deliver the Research Objectives, and achieve, or contribute to the achievement of the Research Project; and
  - c) address intellectual property ownership, confidentiality, access to resources or facilities with other parties involved in the Services.

## **6 MILESTONES**

- 6.1 The Contractor agrees that meeting its Milestones is a fundamental term of this Agreement such that a failure to do so is a breach having a material effect for the purpose of clause 18.2 and therefore agrees to meet those Milestones, except only to the extent it is:

- a) unable to do so due to an Extraordinary Event or NZAGRC's breach of this Agreement; or
- b) expressly instructed to do otherwise in writing by the NZAGRC Point of Contact.

- 6.2 If the Contractor anticipates any delay (for any reason) in the achievement of any of its Milestones, it will give NZAGRC's Point of Contact written notice of the anticipated delay as soon as is reasonably practicable.

- 6.3 If NZAGRC reasonably believes that the progress of the Contractor has slipped significantly from the timetable required to complete any Milestone, NZAGRC may give written notice to that effect to the Contractor.

- 6.4 If:

- a) the completion of any Milestone is delayed; or
- b) a notice is served under clauses 6.2 or 6.3,

then the Parties will, as soon as reasonably practicable, discuss and seek to agree the changes necessary to achieve an expeditious return to meeting the Milestone (including changes to the timetable or any Personnel or other resources provided by either Party under this Agreement). Any failure to agree the matters discussed will be a dispute for the purposes of clause 17 (Dispute Resolution).

- 6.5 Despite clause 6.4, if the completion of any Milestone is delayed other than as permitted under clause 6.1, then (without prejudice to any other right of or remedy available to NZAGRC):

- a) NZAGRC may withhold any payment due on completion of that Milestone until such time as the Contractor has completed that Milestone; and
- b) The provisions of clause 18 (Termination) will apply.

## **7 PRICE AND PAYMENT**

- 7.1 The Price specifies the total amount payable by NZAGRC for the provision of the Services. NZAGRC will only be liable for Expenses incurred by the Contractor that are expressly included in and incurred in accordance with Schedule 1. All other costs, disbursements and other expenses incurred by the Contractor in relation to this Agreement are included in the Price.

- 7.2 The Contractor will invoice the Price when due under clause 7 of Schedule 1. The invoice must be addressed to MPI but submitted to NZAGRC in accordance with clause 7.3. If the Contractor fails to provide NZAGRC with an invoice within 6 months of the agreed date for invoicing and or alternative arrangement has been negotiated, the Contractor is deemed to have waived any right to that payment from NZAGRC.



- 7.3 Each invoice submitted by the Contractor will be addressed to MPI (Manager, International Policy) but sent to NZAGRC's Point of Contact and must include sufficient details to enable NZAGRC to identify:
- a) the Agreement number;
  - b) the milestone number;
  - c) the particular Services which are the subject of the invoice and the period during which those Services were provided (Report type);
  - d) the relevant charges (Price);
  - e) in respect of any charges calculated on the basis of time spent, the basis (including relevant hours worked, and rates) upon which the charge is based; and
  - f) full details of any expenses.
- 7.4 If NZAGRC has a bona fide dispute in relation to all or any portion of any invoice, whether in relation to the performance of the Services, the accuracy of the invoice or otherwise, NZAGRC may withhold payment of the amount subject to the dispute, provided that:
- a) NZAGRC will pay the undisputed amount when it becomes due and payable; and
  - b) the Contractor will continue to perform its obligations under this Agreement while the dispute is resolved.

## 8 REMEDIATION OF FAULTS

- 8.1 Where NZAGRC reasonably considers there is or has been a breach in the performance of the Services or a defect in a Deliverable (a "Fault"), and that the Fault is reasonably capable of being remedied by the Contractor, then the NZAGRC Point of Contact may notify the Contractor in writing of the alleged Fault, the steps considered necessary to remedy the Fault, and a reasonable timeframe within which the Contractor is expected to remedy the Fault and:
- a) the Contractor must within those timeframes and at its own cost take all steps reasonably necessary to remedy the Fault and prevent it from recurring including any steps notified to the Contractor by NZAGRC's Point of Contact; or
  - b) where the Contractor considers there is no Fault, or that there is a Fault but that the Contractor has already taken steps reasonably necessary to remedy it, the Contractor must within those timeframes notify NZAGRC's Point of Contact accordingly within the timeframes specified in NZAGRC's notice.
- 8.2 If at the end of the timeframe specified in NZAGRC's notice under clause 8.1 NZAGRC still considers that a Fault exists then the NZAGRC Point of Contact, in his or her discretion, may do one or more of the following things:
- a) waive in whole or in part any specified single instance of a Fault;
  - b) depending on the nature or magnitude of the Fault/s, withhold, either wholly or partially, any invoiced payment applicable to the Service or Deliverable to which the Fault/s relate(s);
  - c) where no payments have yet been invoiced by the Contractor, then depending on the nature and magnitude of the Fault/s, withhold, either wholly or partially, any future payment applying to any Services or Deliverables to which the Fault relates.
- 8.3 NZAGRC's use of the process under this clause is without prejudice to any other rights or remedies it may have, including under clauses 17 and 18, including in respect of ongoing or future instances of Faults.

## 9 PERSONNEL

- 9.1 The Contractor must ensure that the "Key Personnel", if any, listed in clause 6.1, Schedule 1, undertake such roles in respect of the Services as may be specified in that Schedule.
- 9.2 Where any Key Personnel are unable to perform their specified roles, the Contractor must notify NZAGRC immediately. The Contractor must, if requested by NZAGRC, provide replacement Personnel acceptable to NZAGRC without additional payment and at the earliest opportunity. Approval of replacement Personnel by NZAGRC shall not be unreasonably withheld.

- 9.3 NZAGRC may give notice, on reasonable grounds related to the performance of the Services, requiring the Contractor to remove one or more Personnel (including any "Key Personnel" specified in Schedule 1) from involvement in the Services. The Recipient must, at its own cost, promptly arrange for such removal and the provision of replacement Personnel reasonably acceptable to NZAGRC.
- 9.4 The Contractor's Personnel are not employees or agents of NZAGRC. At no time will NZAGRC have any liability to:
- a) meet any of the Recipient's obligations in respect of Health and Safety; or
  - b) pay any of the following in respect of the Recipient's Personnel:
    - i. holiday pay, sick pay or any other payment;
    - ii. redundancy or any other form of severance pay; or
    - iii. taxes or levies.

## 10 SUBCONTRACTORS

- 10.1 The Contractor may not subcontract any of its obligations under this Agreement except where:
- a) it has NZAGRC's prior written approval for a particular subcontractor; or
  - b) NZAGRC has approved the subcontractors and/or particular services to be subcontracted as specified in clause 10.1 of Schedule 1.
- 10.2 NZAGRC will not unreasonably withhold its approval for the use of subcontractors.
- 10.3 Where the Contractor uses a subcontractor to perform any Services, the Contractor must ensure that:
- a) each subcontractor is fully aware of the Contractor's obligations under this Agreement to the extent necessary in order for the subcontractor to properly perform its obligations
  - b) each subcontract it enters into is either approved by NZAGRC in writing or is on terms that are consistent with this Agreement, to the extent relevant and material for the performance of the subcontractor's obligations; and
  - c) each subcontract restricts the ability of the subcontractor to further subcontract its obligations without first obtaining NZAGRC's consent.
- 10.4 The Contractor will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.
- 10.5 If a subcontractor has failed to deliver any aspect of the Services being subcontracted as approved under this Agreement and the failure cannot be remedied, or has otherwise breached the requirements of this Agreement or a subcontract, NZAGRC may, by notice to the Contractor, require the Contractor to terminate that subcontract immediately and remove the subcontractor from the work. NZAGRC will not be liable for any losses or costs of the Contractor associated with such termination and removal.
- 10.6 The Contractor will ensure that its contract with each approved subcontractor will contain the same rights as found in clause 21 (Inspection and Audit) and that those rights are directly enforceable by NZAGRC against the subcontractor .

## 11 CONFLICTS OF INTEREST

- 11.1 The Contractor
- a) warrants that as at the Commencement Date, it has no Conflict of Interest other than as declared in clause 10.2, Schedule 1; and
  - b) must do its best to avoid situations that may lead to any Conflict of Interest arising during the Term.
- 11.2 During the Term the Contractor must immediately notify NZAGRC in writing of any matter, event or circumstance that gives rise to any Conflict of Interest. If a Conflict of Interest does arise the Parties must discuss, and then, without prejudice to NZAGRC's rights under clause 18.3 (Termination), endeavour to agree and record in writing, how it will be managed.
- 11.3 The Contractor will use its best endeavours to minimise the impact on NZAGRC of any Conflict of Interest. Unless otherwise agreed, each Party must pay their own costs in relation to managing a Conflict of Interest.

11.4 If the Contractor fails to notify NZAGRC of a Conflict of Interest, or is unable or unwilling to resolve or deal with the Conflict of Interest as required, NZAGRC may terminate this Agreement in accordance with clause 18 (Termination).

## 12 COMPLIANCE WITH LAWS

12.1 The Contractor will ensure that in performing its obligations under this Agreement it complies with applicable law .

12.2 Except as specified in Schedule 1 or agreed in writing by NZAGRC, the Contractor is responsible for ensuring that every necessary and prudent authorisation (including consents, permits and licences) is obtained to allow the Contractor to perform its obligations under this Agreement.

## 13 PRIVACY AND CONFIDENTIALITY

13.1 Each Party will keep confidential and secure and not use or disclose to any third party any of the other Party's Confidential Information except:

- a) to its professional advisers or Personnel directly concerned with the implementation or operation of this Agreement and to the extent necessary for performing its obligations under this Agreement;
- b) as required by law, court order, other legal obligation, or parliamentary rules or convention;
- c) to the extent necessary to subcontract to parties as approved by NZAGRC in accordance with this Agreement;
- d) where the information subsequently becomes part of the public domain through no fault of the Party receiving the information;
- e) with the prior written consent of the other Party.

13.2 Except as expressly agreed by NZAGRC in writing, the Contractor must retain all of NZAGRC's and MPI's Confidential Information within its control.

13.3 Should a request be made to either Party for information that is confidential to the other Party in accordance with clause 13.1 the Party to whom the request is made will notify the other Party as soon as practicable. Such notice will outline the information subject to the request, and allow the Party being notified a reasonable opportunity to provide comment on whether, in its opinion, there are good (or conclusive) reasons for withholding any or all of the information sought.

## 14 MEDIA RELATIONS, PUBLICITY, RELEASE OF INFORMATION

14.1 The Contractor must obtain NZAGRC's prior written approval via [www.nzagrc.org.nz/my-roi](http://www.nzagrc.org.nz/my-roi) or as directed by the NZAGRC Point of Contact before making any public reference to NZAGRC or MPI

14.2 Neither Party may post on websites, social networking sites or publicly display objectionable or derogatory comments about the Services, this Agreement, each other, or any of their Personnel.

14.3 The Contractor will notify NZAGRC of any enquiries from the media about this Agreement or the Services.

14.4 When one of the parties or the authors wishes to use results from the Research Project for publication or dissemination by any means or support, they must request prior authorization by written notice, if after a period of thirty days no response has been obtained, silence will be understood as tacit authorization.

14.5 The Contractor will acknowledge the Alliance as a source of funding in all publications and publicity regarding the Services, subject to approval of the form of the acknowledgement by NZAGRC.

14.6 The Contractor will be allowed to share data and results from the research project with the Consortium Agreement without NZAGRC's approval.

## 15 LIABILITY

15.1 Under no circumstances will either Party be liable to the other Party under or in connection with this Agreement for any:

- a) indirect damages, meaning damages that are not a direct, natural or probable consequence of the act or omission complained of, or

- a) view of the facts of the Dispute;
- b) legal position on the Dispute;
- c) suggestion for resolving the Dispute; and
- d) Representative/s authorised to resolve the Dispute.

17.3 The Recipient must respond to the Dispute Notice within five Business Days of receiving it. The Recipient's response must specify its:

- a) view of the facts of the Dispute;
- b) legal position on the Dispute;
- c) suggestion for resolving the Dispute; and
- d) representative/s authorised to resolve the Dispute.

17.4 The Parties will enter into negotiations in good faith to resolve the Dispute within five Business Days of the Initiator receiving the Recipient's response.

17.5 Where the Parties are unable to negotiate a resolution to the Dispute within 20 Business Days of the Recipient's receipt of the Dispute Notice (or such other time as the Parties agree in writing), then clause 17.6 will apply.

17.6 Where negotiation does not resolve the Dispute, or if either Party fails to comply with clauses 17.2 to 17.5 inclusive, the Parties may agree to commence international arbitration proceedings. The arbitration will be conducted by the Singapore International Arbitration Centre in accordance with the UNCITRAL Arbitration Rules for the time being in force.

17.7 Pending settlement of the Dispute, the Parties will continue to perform their obligations under this Agreement as far as is practicable as if the Dispute had not arisen.

## 18 TERMINATION

18.1 Where either Party has a right to terminate this Agreement, that right shall be deemed to include at that Party's option the right to (i) terminate any severable part of this Agreement, and (ii) temporarily suspend in whole or in part the operation of this Agreement. In each case, the exercise of such a right is without prejudice to that Party's right to later terminate this Agreement in its entirety.

18.2 Either Party may terminate this Agreement, immediately on written notice to the other Party, where the other Party commits a breach of this Agreement that:

- a) is not capable of being remedied (in the reasonable opinion of the terminating Party) and has a material adverse effect on the terminating Party; or
- b) is capable of being remedied, but has not been remedied to the terminating Party's reasonable satisfaction within 10 Business Days (or such longer period as the terminating Party may allow in writing) of the non-defaulting Party giving the defaulting Party written notice:
  - i. stating the nature of the breach, what is required to remedy it and the time and date by which it must be remedied; and
  - ii. which must be given within three months after the non-defaulting Party became aware of the breach.

18.3 NZAGRC may terminate this Agreement immediately on written notice to the Contractor, if the Contractor:

- a) becomes insolvent or bankrupt;
- b) has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed;
- c) becomes subject to any form of external administration;
- d) is, or will necessarily be, delayed in meeting a Milestone other than as permitted under clause 6.1 (Milestones);

- e) is unable to perform its obligations for more than 20 Business Days due to an Extraordinary Event;
- f) ceases to carry on business of the type or within the scope of which the Services fall, or if NZAGRC is not satisfied that the Contractor's business or any aspect of it remains not compatible with performance of the Services;
- g) fails or is unable to rectify any deficiency in the Services uncovered by NZAGRC as a result of an audit conducted under clause 21 (Inspection and Audit);
- h) has any Conflict of Interest that:
  - i. in NZAGRC's reasonable opinion is so material as to impact adversely on the delivery of the Services, NZAGRC, MPI or the New Zealand government;
  - ii. the Contractor failed to notify NZAGRC of; or
  - iii. in NZAGRC's reasonable opinion, the Contractor is unable or unwilling to resolve or deal with as required by NZAGRC acting reasonably.
- i) assigns this Agreement other than in accordance with clause 25.8 (Assignment) or is subject to a change of Control; or
- j) provides information to NZAGRC that is misleading or inaccurate in any material respect.

18.4 NZAGRC may terminate this Agreement:

- a) Immediately by giving notice to the Contractor in the event the Master Agreement, or funding under the Master Agreement for the Services, is terminated or suspended;
- b) on the giving of one month's notice in writing to the Contractor in the event that NZAGRC undergoes a merger, amalgamation, restructuring, or other form of organisational change which results in the Services:
  - i. no longer being reasonably required;
  - ii. no longer being within the strategic mandate of NZAGRC.; or
- c) immediately by giving notice to the Contractor if the New Zealand Government reduces or cancels funding for the Services.

**19 EFFECT OF EXPIRY OR TERMINATION**

19.1 On giving or receiving a notice of termination, the Contractor must:

- a) stop providing the Services; and
- b) immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Agreement.

19.2 On the End Date:

- a) all payments outstanding or incurred prior to the End Date will become immediately due and payable on a daily pro-rata basis calculated up to the End Date;
- b) NZAGRC will only be liable to pay the Price that was due for Services or Deliverables provided before the End Date, and the Contractor will promptly provide NZAGRC with a refund in respect of anything paid in respect of the period after the End Date;
- c) each Party will on request of the other Party return to the other Party all of the other Party's property (including any Intellectual Property) and information (including Confidential Information) obtained under this Agreement, except:
  - (i) for Intellectual Property whose license under this Agreement extends beyond the End Date;
  - (ii) for copies of information held for record keeping purposes only; or

(iii) as otherwise permitted by this Agreement, and

each Party will deal with the property or information referred to in para (c) above in a manner reasonably requested by the other Party including (if requested by the other Party) providing a certificate from that Party's Technical Liaison to the effect that the obligation in para (c) has been complied with.

19.3 All reasonable costs of returning the property of both Parties under clause 19.2(c), will be borne by:

- a) the non-terminating Party, if this Agreement was terminated under clause 18.2;
- b) the Contractor, if this Agreement was terminated under clause 18.3;
- c) the Party returning the property, in all other cases.

19.4 Expiry or termination of this Agreement will not:

- a) prejudice any other rights and remedies of the Parties under this Agreement or otherwise provided by applicable law; or
- b) affect any part of this Agreement which expressly, or by its nature, survives termination or expiry, including clauses 13, 14, 15, 16, 17, 19, 21, 22, 23 and 25.

19.5 The Contractor will, for such period as is required by NZAGRC of up to 3 months before and after the End Date, provide all assistance and cooperation reasonably required by NZAGRC to facilitate a smooth handover of the Services to NZAGRC or any person appointed by NZAGRC.

## 20 CONTACT PERSONS AND LIAISON

20.1 All matters or enquiries regarding the implementation or operation of this Agreement will be directed to NZAGRC's Point of Contact or the Contractor's Technical Liaison.

20.2 If a reasonable attempt to contact NZAGRC's Point of Contact, as the case may be in accordance with clause 20.1 or 20.2 is unsuccessful, enquiries can be directed to the person for the time being holding the office of NZAGRC Director.

20.3 If a reasonable attempt to contact a Contractor's Contract Manager or a Contractor's Technical Liaison in accordance with clause 20.1 or 20.2 is unsuccessful, enquiries can be directed to the Chief Executive or Managing Director of the Contractor.

20.4 Each Party may from time to time change the person designated as its Contract Manager, Technical Liaison and/or Point of Contact on 10 Business Days' written notice to the other Party.

## 21 INSPECTION AND AUDIT

### *Inspection*

21.1 The Contractor will ensure that the NZAGRC Point of Contact (or any other NZAGRC employee authorised on behalf of either), has access, at any reasonable time and for any reasonable purpose in connection with the Services, free of charge, to any of the Contractor's property or premises relevant to this Agreement, and will ensure that any subcontracts confer on NZAGRC an equivalent right of access for inspection.

### *Audit*

21.2 At any time during the Term, or up to three years after the End Date where the Parties are in Dispute and in any event subject to any reasonable instructions of the contractor's insurer and any Personnel or authorised agent of NZAGRC may conduct an audit for the purpose of:

- a) determining the Contractor's level of compliance with this Agreement (including whether there has been a breach of this Agreement);
- b) determining whether Services invoiced for by the Contractor have been supplied according to this Agreement; or
- c) assisting in resolving a matter in Dispute between the Parties.

- 21.3 During an audit conducted under this clause 21, NZAGRC may:
- a) enter any premises of the Contractor or its subcontractors used in connection with provision of the Services at any reasonable time during Business Hours;
  - b) inspect any records of the Contractor in relation to the provision of Services or
  - c) any matter in dispute between the Parties;
  - d) meet with and/or contact and speak to any or all Personnel involved with provision of the Services.
- 21.4 The Contractor will, provide appropriately qualified staff to assist NZAGRC perform the tasks in clause 21.3 to conduct the audit under clause 21.2. NZAGRC will pay all other reasonable costs incurred by the Contractor that are directly associated with the audit.
- 21.5 At least five Business Days prior to commencing an audit, NZAGRC will notify the Contractor in writing of its intention to conduct an audit and of the intended scope and timing of the audit.
- 21.6 Where an audit conducted under clause 21.2 identifies any serious concern or material non-compliance with the terms of this Agreement, NZAGRC may require an additional audit or audits or other reasonable inquiries to be carried out at NZAGRC expense (such expenses including NZAGRC Personnel costs at external charge-out rates).
- 21.7 NZAGRC will advise the Contractor in writing of the scope and timing of any additional audit or inquiries required under clause 21.6
- 21.8 NZAGRC will promptly notify the Contractor of the results of any audit conducted under clause 21.2 and/or clause 21.6. Where any deficiencies are identified in such an audit, the Contractor will promptly take steps to remedy the deficiencies.

## 22 NOTICES

- 22.1 Any notice or other communication under this Agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, national post or international post, facsimile, or email (subject to the remainder of this clause 22) to the relevant Party's Representative as specified in clause 4 of Schedule 1, as updated on written notice from that Party.
- 22.2 Unless the contrary is shown, any notice will be deemed to have been given on the date when actually delivered personally or by mail, on the fourth Business Day following posting to a national address, on the seventh Business Day following international posting, on the date sent by facsimile transmission if transmitted before 5:00 pm or on the next Business Day if transmitted after 5:00 pm, and on the date that receipt of an emailed notice is acknowledged by the recipient personally (that is, not by any automatically generated system email).

## 23 EXTRAORDINARY EVENTS

- 23.1 Neither Party will be liable to the other for any failure to perform its obligations under this Agreement by reason of an Extraordinary Event. The benefit of this clause 23 does not extend to any Extraordinary Event if and to the extent that:
- a) the effects of the event could have reasonably been prevented, avoided, overcome or mitigated by implementing reasonable precautions against the event;
  - b) the affected Party is or was directly responsible for the event;
  - c) the event is caused by:
  - d) any failure of a contractor of the affected Party, except to the extent the contractor was itself affected by an event which, if it occurred in relation to a Party, would have been an Extraordinary Event;
  - e) a lack of funds for any reason;
  - f) the affected Party's own breach or negligence;
  - g) strikes, lockouts, or any other form of labour dispute or delay caused by contractual or labour relations between either Party and any of its Personnel, agents, contractors or suppliers.
- 23.2 The Party affected by an Extraordinary Event must:

- a) notify the other Party, as soon as practicable after the Extraordinary Event occurs, of:
    - i. the nature of the circumstances giving rise to the Extraordinary Event;
    - ii. the extent of the affected Party's inability to perform under this Agreement;
    - iii. the likely duration of that non-performance; and
    - iv. the steps being taken to remedy, or reduce the impact of the Extraordinary Event;
  - b) use its best endeavours to avoid or remove the Extraordinary Event and to minimise and mitigate its effects on that Party's obligations; and
  - c) continue to perform its obligations under this Agreement as far as practicable.
- 23.2 NZAGRC may, after consulting with the Contractor, make alternative arrangements to ensure performance of the Services during the period affected by the Extraordinary Event, including engaging alternative suppliers. If NZAGRC makes alternative arrangements, it does so at its own cost.

## 24 INTELLECTUAL PROPERTY

- 24.1 The provisions of Schedule 3 apply to ownership and use of Developed Intellectual Property (both commercialisable and non-commercialisable) and Background Intellectual Property (as defined in Schedule 3).

## 25 MISCELLANEOUS

### *Entire agreement*

- 25.1 This Agreement (including its Schedules, Attachment, all other documents specified in Schedule 1 as forming part of it and all variations duly entered into, constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, understandings and negotiations, whether written or oral of the Parties. The Parties acknowledge that they are not relying on any term, condition, representation or agreement that is not set out in this Agreement, unless such term or condition is implied by applicable law.

### *Recordkeeping*

- 25.2 During the Term and for a period of three (3) years after the End Date, the Contractor must keep and maintain full, accurate and up to date records in a readily accessible format, including financial records, in relation to the provision of Services and all monies paid and payable by NZAGRC under or in relation to this Agreement.
- 25.3 Without limiting sub clause 25.2 the Contractor will:
- (a) retain all research results, data, notes, reports and other information created or provided by the Contractor and its subcontractors in the course of performing this Agreement for a period of 3 years; and
  - (b) provide copies of such records or information to NZAGRC on request from time to time, whether during or after the term of this Agreement, in such format as NZAGRC reasonably requires.

### *Costs*

- 25.4 Subject to any express provision in this Agreement to the contrary, each Party is to pay its own legal and other costs and expenses relating directly or indirectly to the negotiation and preparation of this Agreement.

### *Variation*

- 25.5 No variations to this Agreement are effective unless they are in writing and signed by both Parties. Either Party may request a variation under this clause by giving notice in writing to the other Party specifying the amendment sought and the reasons for it. The non-requesting Party must advise the requesting Party of its decision to accept or reject the requested amendment within 15 Business Days of receipt of the request.



*Relationship*

- 25.6 Nothing in this Agreement creates an employment, fiduciary, partnership, agency or joint venture relationship between NZAGRC and the Contractor. Neither Party has authority to bind or represent the other Party in any way or for any purpose. This Agreement is not an exclusive arrangement between the Parties and each may enter into contracts with third parties in respect of the same or similar Services and Deliverables.

*Waiver*

- 25.7 No waiver of any rights or benefits arising under this Agreement is effective unless it is in writing and signed by the Party waiving. A waiver of a breach does not prejudice the waiving Party's rights in respect of any other breach. No delay, failure or forbearance by the Parties to exercise (in whole or in part) any right, power or remedy under this Agreement will operate as a waiver.

*Assignment*

- 25.8 The Contractor may not assign any of its rights under this Agreement without NZAGRC's prior written approval. NZAGRC will not unreasonably withhold its approval. NZAGRC may assign any of its rights under this Agreement to MPI without approval of the Contractor, but will provide notice to the Contractor of any such assignment.

*Change of Control*

- 25.9 The Contractor will notify NZAGRC as soon as reasonably practicable of any expected change of Control of the Contractor, and notify promptly of any actual change of Control of the Contractor.

*Severability*

- 25.10 If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of this Agreement will remain in full force and effect.

*Counterparts*

- 25.11 This Agreement may be executed in counterparts, meaning that execution will be complete when each Party holds a paper copy or DocuSign copy of this Agreement signed by both Parties, the signatures of both Parties will appear on the same copy.

*Governing law*

- 25.12 This Agreement, and its formation are governed by applicable law.

## SCHEDULE 3: INTELLECTUAL PROPERTY

### 1. DEFINITIONS

In this Agreement:

**"Intellectual Property"** or **"IP"** means all statutory, common law and other proprietary rights in the outputs of creative endeavour, including but not limited to such rights in data, information, patents, patent applications, inventions, designs, trademarks, business names, copyright works, trade secrets, plant varieties and layout designs, whether registrable or not in any country (including New Zealand).

**"Background IP"** means IP, other than Developed IP:

- (a) that has been developed before entry by the Parties into this Agreement, or independently of the Services (and is not part of the contracted Services and Deliverables); and
- (b) in which MPI, NZAGRC, the Contractor or any party, has Rights of Disposal;

and that is either:

- (c) used in the performance of the Services; or
- (d) included in the Deliverables; or
- (e) reasonably required to exploit the Deliverables.

**"Commercialisable IP"** means Developed IP that has been identified by all the Parties according to the process set out in clause 4 and the attachment to this Schedule 3 as being Intellectual Property that the Contractor and/or a third party may wish to commercially exploit at some point during the Term or after the End Date.

**"Confidential Services Information"**, without limiting the definition of 'Confidential Information', means:

- (a) Information arising from or created or developed during the Services that directly relates to Developed IP and that has not (or has not yet) been classified as 'Non-Commercialisable IP';
- (b) Information determined by NZAGRC or MPI (and notified to the Contractor within 2 months of NZAGRC or MPI becoming aware of that information) as being information the use or disclosure of which could pose a threat to national or other security;
- (c) Financial documents relating to the Activities; or
- (d) Any other Confidential Information

unless the NZAGRC Point of Contact notifies the Contractor that any particular information need not be treated as Confidential Services Information.

**"Developed IP"** means any IP developed by or on behalf of the Contractor during the course of delivering the Services, and funded in whole or in part using Alliance funding, that forms or could reasonably be expected to form part of the Deliverables or other outputs contracted under this Agreement. To avoid doubt:

- (a) Background IP is not Developed IP; however
- (b) Developed IP may include elements of Background IP that have been used or mixed in to produce new IP.

**"Non-Commercialisable IP"** means Developed IP that has been identified by all the Parties according to the process set out in clause 4 and Attachment 1 to this Schedule 3 as being IP that will not be treated as Commercialisable IP.

**"Protective Application"** means:

- (a) any application for patents, plant variety rights, designs or registerable intellectual property protection concerning IP; or
- (b) to maintain or protect IP as a trade secret.

“Rights of Disposal”, in relation to a Party owning or having rights to IP, means having or purporting to have an unfettered right to enter into agreements with any other party in respect of the use, licensing or sale of that IP.

## **2. TREATMENT OF INTELLECTUAL PROPERTY DEVELOPED IN SUPPORT OF THE GLOBAL RESEARCH ALLIANCE**

- 2.1 Where the Parties are required under this Schedule 3 or any other part of this Agreement to conduct discussions and reach agreement between themselves on the legal status, treatment or use of any Developed IP under this Agreement the following principles shall apply to any such discussions, and the agreement reached between the Parties must appropriately reflect them:
- i. IP should be dealt with in a manner that ensures maximum benefit for the parties, New Zealand, Uruguay and the Alliance
  - ii. Unless there are strong reasons to withhold, protect, or commercialise IP developed in the course of carrying out a project, then it should be made publicly and freely available without undue delay or restriction.

## **3. BACKGROUND IP**

### *Ownership and Use*

- 3.1 Notwithstanding any other provision in this Agreement, all Background IP will remain the property of its original owner(s).

### *Background IP Register*

- 3.2 The Contractor will keep an up to date register, in readily readable and accessible form, of all Background IP to be used in performance of the Services, in accordance with Attachment 1 to this Schedule 3 (the “Background IP Register”).
- 3.3 Subject to sub clause 3.5, the Contractor will provide NZAGRC with a copy of the Background IP Register on or before commencement of this Agreement, and will provide an updated version with each progress report in accordance with clause 7.1 of Schedule 1.

### *Ad hoc consent for use of Background IP*

- 3.4 Where during the Term the Contractor needs to use any Background IP owned by MPI or NZAGRC for performance of the Services, the Contractor must obtain written permission from MPI (or NZAGRC, as the case may be) before using that Background IP. The Contractor must also ensure it has obtained the appropriate releases for use of the Background IP prior to using it.

### *Warranties relating to Background IP*

- 3.5 The Contractor warrants to the best of its knowledge that:
- (a) it has, or has obtained, the right to use all Background IP used or proposed to be used in the performance of the Services, and to sub licence those rights to MPI;
  - (b) it has the right to grant rights to such Background IP in accordance with this Schedule 3.

### *Limited licence of Background IP to MPI*

- 3.6 If and to the extent that any Background IP is included in or mixed in with any Developed IP, then the Contractor grants MPI and MPI grants to the Contractor a non-exclusive, perpetual, irrevocable, royalty free, worldwide, transferable and sub-licensable licence to use, copy, and distribute that Background IP, but only:
- (a) to the extent that Background IP forms part of the Developed IP (the licence does not apply to allow any activity in relation to the Background IP standing alone); and
  - (b) for the purposes of and to the extent necessary to enable MPI or the Contractor to use the Developed IP (in accordance with clause 4) in the course of its ordinary business and activities.

To avoid doubt, nothing in this sub clause 3.6 confers any rights on MPI or the Contractor to use any Background IP independently of this Agreement, or otherwise than to enable the Contractor to perform the Services

*Restrictions on MPI's use of Developed IP that incorporates Background IP*

- 3.7 Where the Contractor wishes to record any restrictions on the use of Background IP it does not own (but has rights to use), or wishes to restrict MPI's use of any Developed IP that incorporates Background IP (e.g. by restricting the further development or modification of such Developed IP), and MPI agrees to such restrictions, the Parties must record such restrictions in Schedule 1 or in the Background IP Register.
- 3.8 Any such restrictions must be agreed by the Parties on or before the Commencement Date, or in the case of Background IP proposed for use during the Term, within one calendar month of the Background IP being used. In the event that the Parties cannot reach agreement on restrictions (and neither Party has taken the issue to formal dispute under clause 18 of Schedule 2), the Background IP may not be used in the provision of the Services until such time as written agreement has been reached.
- 3.9 The Contractor will ensure and procure that any third party subcontractor involved in the delivery of Services complies with the requirements of this clause 3.

*Certain provisions do not apply to pre-negotiated IP arrangements*

- 3.10 Where MPI and/or the Contractor and/or a third party have entered into a separate agreement governing the treatment (i.e. ownership, protection and use) of any IP proposed or delivered for use in the delivery of Services under this Agreement, the terms of that agreement supersede anything in this clause 3, and this clause 3 does not apply to IP covered by such an agreement.

#### 4. DEVELOPED IP

*Ownership*

- 4.1 Unless otherwise agreed in writing by the Parties MPI and the Contractor will have joint full and exclusive legal and beneficial ownership of all Developed IP under this Agreement. MPI will administer the Developed IP in the world except Uruguay for practical purposes.
- 4.2 The Contractor and MPI will each have an a non-exclusive, perpetual, irrevocable, royalty free, worldwide, transferable and sub-licensable licence to use, copy, and distribute the Developed Intellectual Property.

*Register of Developed IP*

- 4.3 The Contractor will, if requested by NZAGRC, keep an up to date register of all Developed IP developed during the course of delivering the Services, in the form set out in Attachment 1 ("**Developed IP Register**") and will provide NZAGRC with a copy of the updated Developed IP Register with each progress report sent to NZAGRC during the Term.
- 4.4 The Developed IP Register must include entries recording where Background IP has been used in the creation of any Developed IP (including any Background IP subject to a separate agreement), and each case must record who owns the Background IP.

#### *Commercialisable IP*

- 4.5 Neither MPI or the Contractor will commercialise or protect Developed IP developed during the course of the Services without first agreeing by written profit and cost sharing arrangements with the other party.
- 4.6 To avoid doubt, following consultation with each other and (if applicable) co-funding party(s), either or both Parties may decline to agree to all or any Developed IP being commercialised.

#### *Non-Commercialisable IP*

- 4.7 Any Developed IP is deemed to be Non-Commercialisable IP unless agreed otherwise in writing by the Parties within the Consultation Period, and MPI and the Contractor may at their discretion place that Developed IP into the public domain.
- 4.8 In the event that the Parties fail to agree on whether Developed IP should be commercialisable, or fail to agree on the terms of a proposal for treatment of Developed IP classified as Commercialisable, either or both Parties may take the matter to dispute under clause 18 of Schedule 2.
- 4.9 In respect of any Non-Commercialisable Developed IP not yet in the public domain, MPI grants the Contractor an irrevocable, royalty-free, non-exclusive, worldwide, transferable, sub-licensable, license to use that Developed IP for the purposes of research, publication, dissemination and other reasonable business use.

### **5. CONTRACTOR'S WARRANTIES**

The Contractor warrants that, other than as disclosed in writing to NZAGRC prior to and for the purpose of this Agreement:

- (a) it will use its best endeavours to ensure its employees, agents and subcontractors involved in the Services comply with the provisions of this Schedule 3;
- (b) neither the Contractor, its subcontractors involved or to be involved in the delivery of the Services, nor any researcher involved or to be involved in the delivery of the Services, to the best of the Contractor's knowledge, is under any obligation to third parties (through their employer in the case of researchers, as applicable) to assign or license to use any Developed IP;
- (c) to the best of the Contractor's knowledge the use of any of the Background IP by MPI to which the Contractor has Rights of Disposal (provided that such use is in accordance with this Agreement and any other written agreements between the Parties on the use of that Background IP) will not infringe the Intellectual Property rights of any third party;
- (d) to the best of its knowledge the Contractor has full right, power and authority to use any Background IP contributed by the Contractor to the Services;
- (e) where the Contractor uses Background IP of a third party, the Contractor will carry out the Services using that Background IP so as not to breach its obligations to that third party and place MPI at risk of legal action in respect of the Contractor's use of that IP.

For the purpose of the above, "to the best of its knowledge" does not include the Contractor having undertaken freedom to operate searches (unless otherwise agreed in writing by the parties).

**Attachment 1: Intellectual Property Registers, Guidelines for Completion, and Commercialisation Decision Flowchart**

**Attachment 2: IP Management Plan**

**ATTACHMENT 1: INTELLECTUAL PROPERTY REGISTERS, GUIDELINES FOR COMPLETION & COMMERCIALISATION  
DECISION FLOWCHART**

<b>BACKGROUND IP REGISTER</b>									
<i>(see Guidelines for Completion below add more rows as necessary)</i>									
Title	Description	Type	Protection	Key Partner	Entities with ownership rights	Rights for use	Ownership & publication rights	Strategic value	Updates

<b>DEVELOPED IP REGISTER</b>											
<i>(see Guidelines for Completion below add more rows as necessary)</i>											
Title	Description	Type	Protection	Key Partner	Entities with ownership rights	Rights for use	Ownership & publication rights	Commercialisation opportunities	Limitations/ restrictions	Exclusion period	Updates

# ATTACHMENT 1: INTELLECTUAL PROPERTY REGISTERS, GUIDELINES FOR COMPLETION & COMMERCIALISATION DECISION FLOWCHART

Guidelines and selection options for completion of the IP tables	
Column title from IP tables above	Instructions for how to complete that part of the table
Title	Please provide a short title (2-3 words) that describes the IP generally
Description	Please provide a written description of the IP
Type	<p>Please choose a type and subtype to describe the IP from the following list:</p> <p><b>Tangible Property:</b></p> <ul style="list-style-type: none"> <li>• <b>Plants and animals</b> (e.g., genotypes, varieties, strains, segregating populations, inbreds, hybrids, clones).</li> <li>• <b>Microorganisms</b> (e.g., bacteria, yeast, viruses, fungi).</li> <li>• <b>Equipment</b> (e.g., mass spectrometers, gene sequencers, chromatography, global positioning/geospatial apparatus, DNA chips, apparatus for catching fish, apparatus for sampling water).</li> <li>• <b>Nucleic acids</b> (e.g., DNA, RNA, genetic constructs, vectors; isolated genes; promoters; Expressed Sequence Tags (ESTs), primers, tags).</li> <li>• <b>Proteins</b> (e.g., antibodies, isolated enzymes, genetically modified enzymes).</li> <li>• <b>Chemicals</b> (e.g., reagents, fungicides, insecticides, buffers).</li> <li>• Other (describe)</li> </ul> <p><b>Method of doing something, including but not limited to the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Genetic transformation/genetic engineering/gene introduction</b> (e.g., <b>Whiskers®</b>, biolistics/gene gun/microprojectile bombardment, agrobacterium-mediated transformation).</li> <li>• <b>Assays</b> (e.g., polymerase chain reaction ("PCR"); isolation and quantification of nucleic acids (RNA, DNA) and amino acids (proteins, peptides, polypeptides); methods of assaying for the presence of chemicals)</li> <li>• <b>Marker-assisted selection</b></li> <li>• Other (Any other method of accomplishing a task → describe)</li> </ul> <p><b>Written text and computer code, including but not limited to the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Algorithms.</b></li> <li>• <b>Computer code/programs</b></li> <li>• <b>Data sets</b> (e.g., geospatial data, rainfall data, temperature data).</li> <li>• <b>Nucleic acid sequences</b></li> </ul> <p>Other (describe)</p>
Protection	<p>Please provide the best information you have about the protection on the Intellectual Property that is possessed by the owner. Choose from the following commonly used types of IP rights:</p> <ul style="list-style-type: none"> <li>• <b>Patents and Patent Applications</b> – e.g., utility/regular patents, provisional patent applications, Plant Patents, Design Patents, International Patent Applications filed under the Patent Cooperation Treaty ("a PCT application").</li> <li>• <b>Plant Breeder's Rights/Plant Breeders Certificates and applications therefore</b> – patent-like rights to plant varieties under UPOV.</li> <li>• <b>Sui Generis Protection</b> – national, unconventional legal protections for plant varieties.</li> <li>• <b>Trademarks and Service Marks and applications therefore</b> – e.g., new products/services, packaging/advertising materials, advertising slogans, icons, logos, graphics, building designs, domain names.</li> </ul>

# ATTACHMENT 1: INTELLECTUAL PROPERTY REGISTERS, GUIDELINES FOR COMPLETION & COMMERCIALISATION DECISION FLOWCHART

	<ul style="list-style-type: none"> <li>• Trade Secrets – confidential information held by a Third Party. Defined as items not generally known or ascertainable by proper means, having economic value and the subject of reasonable precautions for the secrecy thereof. Examples include software, customer lists, employee knowledge, production processes and survey/research data.</li> <li>• Copyrights and Copyright Applications – e.g., writings, pictures, computer programs, data sets.</li> <li>• None or Unknown.</li> <li>• Other</li> </ul>
Key Partner	Please provide information about where and from whom the IP has been obtained and who will partner in management/discussion on developed IP
Entities with ownership rights	Please provide information about who actually owns the IP, or in the case of Developed IP, who will be the proposed owner. The owner may be different than the Key Partner (e.g. the person/entity from whom you received the Background Intellectual Property).
Rights for use	<p>Please explain what rights you have to use the IP in the Project and how you obtained those rights. In the case of Developed IP, please explain what rights for use would be imposed on the IP. Examples of ways that such rights can be obtained include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Licenses – a contract which allows the licensee (the one obtaining the license) to use the Third Party IP. Please include important conditions in a license such as but not limited to the following: <ul style="list-style-type: none"> <li>o Whether the license is exclusive or non-exclusive;</li> <li>o Whether the license is worldwide or, alternatively, limited to specific geographic areas, such as being limited to specific territories (e.g., "New Zealand") or nations (e.g., "the United States"); and</li> <li>o Whether the license is limited to specific uses or applications (e.g., "only for non-commercial purposes", "only for the transformation of Zea Mays") – these types of conditions are often called "field of use restrictions".</li> </ul> </li> <li>• Material Transfer Agreements ("MTA") – where the transfer of material to you from the Third Party included certain restrictions or conditions for its use (e.g., "can only be used in accordance with FAO guidelines on designated germplasm", "recipient must make any research results freely available to the public everywhere"). Please include information on any restrictions or conditions that may impact the Activity's ability to either make the research results freely available everywhere or its ability to protect the research results using IP.</li> <li>• Assignment – a legal document which transfers title/ownership in the IP from the Third Party to yourself.</li> <li>• Joint Ownership – in this situation, you co-own the IP with the Third Party, with such co-ownership often arising by co-discovery or by a contract establishing co-ownership of any IP developed as part of an agreement.</li> <li>• Confidentiality Disclosure Agreement – where the use of information from the Third Party includes limitations and restrictions on whether or how that information can be shared with others.</li> <li>• None or Unknown</li> <li>• Other (please describe)</li> </ul>
Ownership & publication rights	<p>Please select from one or more of the following the rights for ownership and publication for this Project:</p> <ul style="list-style-type: none"> <li>• No ownership</li> <li>• Co-ownership</li> <li>• Full ownership</li> <li>• Full ownership by another 3<sup>rd</sup> party</li> <li>• Freedom to use for research purposes</li> <li>• Freedom to publish</li> <li>• Commercialisation rights</li> <li>• Acknowledgement as co-funder/co-author</li> </ul>
Strategic value (Background IP table only)	<p>Please rank the IP's importance to the Project as follows:</p> <ul style="list-style-type: none"> <li>• Critical – the Project cannot begin/continue without the IP</li> </ul>



## ATTACHMENT 2: IP MANAGEMENT PLAN TEMPLATE

This IP Management Plan provides background information to facilitate discussions between the Contractor, NZAGRC, MPI and any other relevant parties on:

- the identification of Background IP (BIP) that is critical to the success of the Project;
- ownership of IP developed throughout the duration of the Project (DIP);
- any restrictions on use or exclusion periods for publication;
- any other information relevant to the BIP being used or the DIP developed during the Project.

The IP Management Plan must be submitted by the date specified in clause 6.6 of Schedule 1. It should be regularly reviewed and updated in tandem with any updates to the IP Registers (Attachment 1, Schedule 3). Any updates to these documents and this IP Management Plan should be appended to the relevant progress and annual reports (Appendix 1, Schedule 1)

Project Title		Completion date		Other information	
Project Manager				Ownership of DIP & publication rights	
Commencement date		Completion date			
Key partner	Nature of contribution			Ownership of DIP & publication rights	
	BIP (that is considered 'critical' to the project)	Cash co-funding (NZD)	In-kind co-funding (NZD)	Restrictions / limitations / exclusions	Special conditions
Anticipated Developed IP and its anticipated use (Information in the following rows should provide a clear understanding of the IP that will be developed and how it will be used. This is important when considering ownership rights to the DIP, i.e. to determine what it will be owned and whether there will be any commercialisable IP).					
Anticipated DIP	Rights for use	Ownership & publication rights	Commercialisation opportunities	Restrictions / limitations / exclusions	Special conditions

ANEXO II: CRONOGRAMA DE ACTIVIDADES, PRODUCTO ENTREGABLE; FECHA DE ENTREGA DEL PRODUCTO, RESPONSABLE

Project Manager: Carolina Viñoles

Objetivo	Actividad	Producto N°	Entregables	Responsable	Fecha de entrega
Secuestro de Carbono en sistemas Silvopastoriles	Instalación de bebederos para animales en Plataforma Gamarra	1	Compra, instalación y funcionamiento de tanques, cañerías, uniones y bebederos de hormigón.	FUNDACION	Julio 2022 – agosto 2022
	Acondicionamiento y conservación de muestras de suelo.	2	Compra de envases, muestras envasadas y etiquetadas.	FUNDACION	Julio 2022 – agosto 2022
	Análisis de resultados de Carbono Orgánico en suelos.	3	Muestras enviadas a laboratorio, compilación y disponibilización de resultados en matriz de datos.	INIA y FUNDACION	Julio 2022 – diciembre 2022
Monitoreo de GEI en Sistemas Silvopastoriles	Instalación de sensores de temperatura y humedad de suelo	4	Compra de sensores ( INIA) e instalación en el campo de productor ( en conjunto).	INIA y FUNDACION	Julio 2022 – setiembre 2022
	Instalación de Estación Agrometeorológica	5	Compra de Estación Agrometeorológica ( INIA) e instalación en el campo del productor ( en conjunto).	INIA y FUNDACION	Julio 2022 – setiembre 2022
	Monitoreo y mantenimiento de correcto funcionamiento de sensores y estación agrometeorológica	6	Cronograma de recorrida, chequeo y anotación de observaciones de sensores y estación agrometeorológica. ( en conjunto)	INIA y FUNDACION	Julio 2022 – diciembre 2024

Compilación y análisis de datos	Compilación y análisis de datos	7	Informes	INIA y FUNDACION	Setiembre 2022- noviembre 2024
Difusión de Resultados	Videoclip sobre el estudio de caso de SSP de Uruguay (Plataforma Gamarra): sistema silvopastoril, plataforma experimental, tratamientos y resultados esperados	8	Video co-elaborado y publicado en un sitio web relevante (al menos en sitio web INIA, sitio web Polo Agroforestal)	INIA y FUNDACION	Febrero 2023 – agosto 2023
	Jornada de campo como evento difusión dirigido a productores, investigadores, y técnicos asesores y extensionistas.	9	Co-organización de la Jornada de campo, registro de participantes y publicación.	INIA y FUNDACION	Agosto 2023 – Diciembre 2023
	Manuscrito sobre circularidad y sostenibilidad del sistema silvopastoril apto para publicación en Revista arbitrada presentado al sistema de publicación de información (ROI) de NZAGRC.	10	Manuscrito enviado a publicación en co-autoría de investigadores	INIA y FUNDACION	Marzo 2024 – noviembre 2024

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ANEXO III CRONOGRAMA DE DESEMBOLSOS\*

-Una entrega inicial de U\$S 5.500 al momento de la firma del convenio

-Hasta U\$S 3.500 contra rendición de factura de bebederos una vez instalados y funcionando

-Hasta U\$S 1.500 contra rendición de gastos entre la firma del convenio y Noviembre 2022

-Hasta U\$S 1.000 contra rendición de gastos entre Diciembre 2022 y Marzo 2023

\*Se realizaran desembolso una vez validado informe técnico y financiero por INIA

*INIA*

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ANEXO III CRONOGRAMA DE DESEMBOLSOS\*

-Una entrega inicial de U\$S 5.500 al momento de la firma del convenio

-Hasta U\$S 3.500 contra rendición de factura de bebederos una vez instalados y funcionando

-Hasta U\$S 1.500 contra rendición de gastos entre la firma del convenio y Noviembre 2022

-Hasta U\$S 1.000 contra rendición de gastos entre Diciembre 2022 y Marzo 2023

\*Se realizaran desembolso una vez validado informe técnico y financiero por INIA

*K. M. J.*

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