

**CONTRACT FOR
THE PROVISION OF GOODS AND/OR SERVICES**

Agriculture and Horticulture Development Board

and

Two Ears One Mouth

**Contract for the Provision of AHDB Online International
Consumer Surveys**

Ref: 2020-456a

AHDB
Stoneleigh Park
Kenilworth
Warwickshire
CV8 2TL

T 024 7669 2051
E info@ahdb.org.uk
W ahdb.org.uk

FORM OF AGREEMENT

THIS CONTRACT IS MADE ON 26TH OCTOBER, 2020

BETWEEN

Agriculture and Horticulture Development Board, of Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL ('**AHDB**')

AND

Two Ears One Mouth, of The Rural Innovation Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG ('**the Supplier**')

AHDB and the Supplier are the Parties to the Contract.

WHEREAS

- A. AHDB wishes to acquire general description of goods or services (see Schedule A).
- B. The Supplier is willing to supply the Goods and/or Services in accordance with this Contract.

IT IS HEREBY AGREED

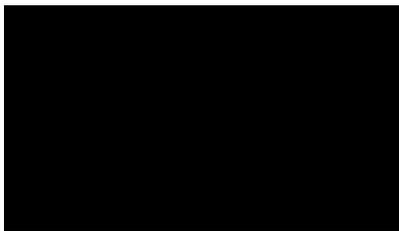
1. The Supplier agrees to supply the Goods and/or Services in accordance with this Contract, including Schedule A and the Appendix.
 - 1.1. Unless otherwise specified, the Supplier shall supply the Goods and/or Services to the Principal Office.
2. Subject to the Supplier's compliance with this Contract including any milestones, AHDB agrees to make payments in accordance with Schedule B.
3. The Parties agree to comply with AHDB's Terms and Conditions for the Purchase of Goods and Services version 2018A ('AHDB Terms' - see Annex), which are incorporated into this Contract.
4. This Contract consists of:
 - this Form of Agreement;
 - Schedule A (Specification, Milestones, page 6), including the Appendix (Specification Details, page 46);
 - Schedule B (Payment and Invoicing, page 7);
 - Schedule C (Contacts, page 10);
 - Annex (AHDB Terms, page 11); and
 - Annex 2 (Data Processing and Protection of Personal Data, page 36,

each of which together with any documents specified therein including the Appendix is incorporated into and forms part of the Contract.

- 4.1. In the case of any conflict or inconsistency, documents shall take precedence in the order in which they appear in Clause 4 above.
- 4.2. Subject to public procurement law, this Contract including the Specification may be amended. Any amendment shall be agreed by the Parties in Writing and shall have no effect unless it has been so agreed.
- 4.3. This Contract and any amendment to it may be executed in counterpart and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.
5. The Contract shall commence or be deemed to have commenced on 2nd November 2020 ('Commencement Date').
 - 5.1. The Supplier shall complete its performance of the Contract not later than 31st March 2022 ('Completion Date'). There is an option to extend this contract in order to cover all (or any) of the Bolt ons and Custom creative retesting that were mentioned within the original brief, but for any work outside of what was mentioned, AHDB would need to retender.
 - 5.2. Any date in this Contract may be amended in advance by agreement in Writing and any dates that are consequently to be amended shall be similarly agreed.
 - 5.2.1. Any amendment to this Contract shall be compliant with the public procurement principles underlying the Public Contracts Regulations 2015.
 - 5.3. Notwithstanding any act of termination or the achievement of the Completion Date, the relevant provisions of this Contract shall remain in effect insofar as is necessary to ensure the performance of all obligations and the satisfaction of all liabilities and to enable the exercise of all rights under the Contract in each case as such shall exist at the time of such act or the Completion Date as appropriate.
6. Subject to Clause 6.4:
 - 6.1. The maximum total liability of each Party under this Contract shall be three times the amount set out in relation to that Party in Clause 6.2.
 - 6.2. In respect of any claim or series of connected claims arising out of the same cause in any year whether arising from negligence, breach of contract or otherwise:
 - (a) the maximum aggregate liability of AHDB shall be the greater of £100,000 or 125% of the cumulative total of the payments identified in Schedule B.
 - (b) the maximum aggregate liability of the Supplier shall be the greater of £1,000,000 or 125% of the cumulative total of the payments identified in Schedule B.
 - 6.3. The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.

- 6.4. Nothing in this Contract shall limit either Party's liability for death or personal injury which may arise as a direct result of that Party's negligent act or omission, or for fraud or fraudulent misrepresentation, or arising as a result of any breach of Data Protection Legislation.
- 7. For the avoidance of doubt:
 - 7.1. The Supplier's standard terms and conditions for the supply of goods or services do not apply to this Contract except as may be specifically agreed in Writing.
 - 7.2. In the event that the Contract applies only to the provision of Goods, the provisions in the Contract relating only to Services shall not apply.
 - 7.3. In the event that the Contract applies only to the provision of Services, the provisions in the Contract relating only to Goods shall not apply.
 - 7.4. Subject to any specific provision to the contrary, this Contract shall not apply to Research.
- 8. Any amendments to the Annex to this Contract shall be made as sub-clauses below
 - 8.1. There are no amendments to the Annex.
- 9. Special Conditions
 - 9.1. Any conditions specified in this Form of Agreement as Special Conditions shall have precedence over any other provision in this Contract.
 - 9.2. There are no Special Conditions.

Signed for and on behalf of the Agriculture and Horticulture Development Board



Signature:

Name of signatory: [Redacted]

Date: 4 November 2020

Signed for and on behalf of the Supplier:

Signature: [REDACTED]

Name of signatory: [REDACTED]

Date:29th October, 2020

Schedule A Specification, Milestones

1. Specification

- 1.1. The Specification is detailed in the Appendix, page 46.
- 1.2. The Specification is based on:
 - the invitation and/or acceptance by AHDB for the supply of the Goods and/or Services, whether by tender or otherwise, and
 - the Supplier's offer but excluding any of the Supplier's terms and conditions indicated to be imposed thereby except insofar as such terms and conditions do not conflict with any other provision of this Contract.
- 1.3. Any amendment to the Specification agreed in accordance with this Contract shall be deemed to be included in the Appendix.

2. Milestones

- 2.1. The following milestones are agreed:

Project One: -

Date	Milestone
w/c 9 th November	Proposed kick off meeting – If contracts have been agreed and signed (MS Teams Call)
w/c 9 th November allowing 5 weeks before debrief	Project 1: Research setup / Fieldwork / Analysis Project 1 to include appeal of British and Meat content. Plus AHDB can confirm uptake of the additional Dairy bolt on (France & Germany) for project1.
9 th December	Debrief of Project 1 – Role of British, Meat and Dairy Bolt on (France/Germany) (Likely to be MS teams)

Project Two & Three: Optional Bolt on's for AHDB

PROJECT 2 & 3 GUIDELINE TIMINGS		
	Kick off meeting	Week 1
	Draft quantitative questionnaire provided	Week 1
	Sign off quantitative questionnaire	Week 2
	Quantitative fieldwork	Weeks 2 – 3
	Debrief	Week 5

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China	Hong Kong	Japan	Singapore	Taiwan	Vietnam	South Korea
USA	Canada	Mexico				

2.1. Subject to paragraph 2.1.1 below and compliance with this Contract including any milestones in Schedule A, the Supplier shall invoice AHDB monthly in retard for the Goods and Services supplied.

2.1.1. The Supplier shall invoice AHDB as follows for the Goods and Services supplied:

<i>Date</i>	<i>Description</i>	<i>Amount (VAT-exclusive)</i>
	50% upon commissioning and 50% upon completion for each individual element	
	Project one Invoice 50% at start of contract Nov 2020 and 50% on completion (9 th Dec 2020)	██████████ ██████████ ██████████ ██████████ ██████████
	Invoices for project 2 & 3 following the same payment structure if options for projects 2 and 3 are taken up by AHDB.	

2.2. If the Contract is amended, any payment schedule relating to this Contract may be adjusted appropriately.

2.3. The final claim for payment shall be made within four months of the Completion Date.

3. Invoices

3.1. An invoice shall be deemed to be proper if it is submitted in compliance with this Schedule, paragraph 3.2 below is satisfied, and it includes:

- (a) the serial number of AHDB's Purchase Order;
- (b) any AHDB reference code notified to the Supplier;

3.2. The following information shall be provided contemporaneously with the invoice:

- (a) A description of the relevant period and activities to which the claim relates;
- (b) a breakdown of the Goods and Services supplied and any other documentation reasonably required by AHDB to substantiate the invoice.

3.3. Unless otherwise agreed, the information required by paragraph 3.2 and a copy of each invoice shall be provided to AHDB's Primary Contact (electronic provision is acceptable).

- 3.4. VAT will only be paid if a proper VAT invoice is submitted. The Supplier must exercise due care not to charge VAT on claims which are not chargeable to VAT.
- 3.5. AHDB's address for submission of invoices will be:
Accounts Payable, AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL.
- 3.5.1. Unless otherwise agreed, invoices relating to sums payable by AHDB may be sent by electronic mail in pdf format to APTTeam@ahdb.org.uk.

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Schedule C Contacts

1. Contact information provided by the Parties shall be deemed to be appropriately inserted below.
2. Unless otherwise agreed, the Primary Contact nominated by a Party shall represent the Party for the purposes of this Contract.

AHDB

3. AHDB's address for correspondence and service (excluding invoices, see Schedule B) will be:
AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL
- 3.1. Communications with AHDB shall be marked for the attention of the person named below as AHDB's Primary Contact.
4. AHDB's Primary Contact will be:
[REDACTED]
or such other person as AHDB may nominate.
- 4.1. AHDB's Primary Contact will accept communications by electronic mail [REDACTED] and (except for notices and other matters required to be in Writing) by telephone [REDACTED]

Supplier

5. The Supplier's address for correspondence and service will be:
The Rural Innovation Centre, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2LG
- 5.1. Communications shall be marked for the attention of the person named below as the Supplier's Primary Contact.
6. The Supplier's Primary Contact will be:
[REDACTED]
or such other person as the Supplier may nominate.
- 6.1. The Supplier's Primary Contact will accept communications by electronic mail [REDACTED]) and (except for notices and other matters required to be in Writing) by telephone ([REDACTED])
7. The Key Personnel if any in relation to the supply of the Goods and/or Services will be:
[REDACTED]
or such other person as the Supplier may nominate.

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Annex AHDB Terms

**Agriculture and Horticulture Development Board
Terms and Conditions for the Purchase of Goods and Services
version 2018A**

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1. DEFINITIONS

1.1. In this Contract the following words and expressions shall have the meanings given to them below, unless the context otherwise requires:

<i>Word Expression</i>	<i>or Meaning</i>
Academic Institution	<p>A body recognised by an EU member state within which it is situated as being constituted for the principal purposes of academic research and tertiary education. Unless otherwise specified any employee, Student, agent and consultant thereof relevant to the supply of the Goods and Services shall be deemed to be part of the Academic Institution.</p> <p>For the avoidance of doubt a subsidiary company or other affiliate of an Academic Institution shall not be an Academic Institution for the purposes of this Contract unless it is a body constituted <i>per se</i> for the principal purposes of academic research and tertiary education;</p>
AHDB	The Agriculture and Horticulture Development Board or any subsidiary thereof;
AHDB Stores	AHDB Stores, Avenue M, Stoneleigh Park, Kenilworth CV8 2LG
AHDB Terms	AHDB's Terms and Conditions for the Purchase of Goods and Services (the content of this Annex);
Annex	This annex incorporated into this Contract under Clause 4;
Appendix	The appendix incorporated into this Contract under Clause 4;
Bribery Act	The Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any relevant guidance or codes of practice issued by a government department concerning the legislation.
Business Hours	Monday to Friday between 9am and 5pm excluding Public and Bank holidays in the UK;
Commencement Date	The date set out in Clause 5 as it may have been amended;
Completion Date	The date set out in Clause 5.1 as it may have been amended;
Confidential Information	<p>Any information which has been designated as confidential by a Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of a Party and all personal data and sensitive data within the meaning of the Data Protection Legislation.</p> <p>Confidential Information does not include information which:</p> <p>(a) is public knowledge at the time of disclosure (otherwise than by breach of any obligation of confidentiality);</p>

	(b) is in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
	(c) is received from a third party who lawfully acquired it without restriction as to its disclosure; or
	(d) is independently developed without access to the Confidential Information;
Contract	This written contract between AHDB and the Supplier as described in Clause 4;
Contracted Worker	A person complying with the criteria set out in Condition 6.1;
Contractor's Confidential Information	For the purposes of Condition 16.2.1 only, any information, which has been designated as confidential by AHDB or the Supplier in Writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
DDP	'Delivered Duty Paid' (as defined in the Incoterms® rules 2010);
Data Protection Legislation(DPL)	The Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive) and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations, including any amendment or update thereof and/or any new or updated laws and regulations relating to data protection including any judicial or administrative interpretation thereof and any guidance, guidelines, recommendations, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner, any replacement body or other relevant government department or supervisory authority in relation to such legislation from time to time;
Due Date	Has the meaning given to it in Condition 11.3;
FOI Legislation	The Freedom of Information Act 2000 and similar legislation, as set out in Condition 16.1;
Form of Agreement	The agreement on the supply of goods and/or services, to which the Schedules, Annex, Appendix and other documents are attached;
Goods	Any goods, being tangible moveable items, as described in the Specification that are agreed by this Contract to be purchased by AHDB from the Supplier whether or not in relation to the supply of Services;

Industry	The beef and sheep industry in England; the cereal industry in the United Kingdom; the horticulture industry in Great Britain; the milk industry in Great Britain; the oilseed industry in the United Kingdom; the pig industry in England or the potato industry in Great Britain, in each case as defined in the Agriculture and Horticulture Development Board Order 2008;
Intellectual Property Right	Any patent, utility model, invention, trade mark, service mark, logo, design right (whether registrable or otherwise), application for any of the foregoing, copyright, database right, domain name, Know-How, trade or business name, moral right and other similar right or obligation whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
Key Personnel	Any person identified by name or job title as Key Personnel by the Supplier in Schedule C. If no Key Personnel is identified therein, all references to Key Personnel in this Contract shall have no effect;
Know-How	All information not in the public domain held in any form (including that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods);
Latent Defect	Any hidden flaw, weakness or imperfection in the Goods which AHDB could not discover by reasonable inspection at the time of its receipt of the Goods other than any such defect that had been made known to AHDB by the Supplier in Writing prior to the delivery of the Goods;
Party	Each of AHDB and the Supplier;
Primary Contact	A person nominated as such from time to time by a Party in accordance with Schedule C;
Principal Office	AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL;
Purchase Order	AHDB's order for the supply of Goods and/or Services under the Contract;
Research	Any experimental or theoretical work undertaken primarily to acquire new knowledge of the underlying foundations of phenomena and observable facts and/or any planned research or critical investigation (including any critical topic review) aimed at the acquisition of new knowledge and skills for developing new products, processes or services or for bringing about a significant improvement in existing products, processes or services;
Schedule	A schedule incorporated into this Contract under Clause 4;
Services	Any services as described in the Specification that are agreed by this Contract to be purchased by AHDB from the Supplier whether or not in relation to the supply of Goods;
Special Condition	Any provision so specified in the Form of Agreement;

Specification	The specification provided in Schedule A and the Appendix, as it may have been amended;
Supplier	The natural or legal person named in the Form of Agreement as the Supplier. For the avoidance of doubt: <ul style="list-style-type: none"> • the Supplier may comprise more than one person, and • a person undertaking activities on behalf of the Supplier shall not comprise part of the Supplier unless he is named as such in the Form of Agreement;
Writing	Writing on paper, electronic mail, or any other medium that (a) allows information to be addressed to the recipient, (b) enables the recipient to store the information in a way accessible for future reference, and (c) allows the unchanged reproduction of the information stored.

- 1.2. Unless the context otherwise requires, references in the Contract:
- 1.2.1. to the Supplier or to AHDB shall, where appropriate, be references to any lawful successor, assignee or transferee;
 - 1.2.2. to the Supplier shall refer to each person constituting the Supplier and where the Supplier consists of more than one person, subject to any allocation of specific work concerning any part(s) of the Contract to a person or any agreement otherwise, the obligations and liabilities of those persons in relation to the Contract shall be joint and several;
 - 1.2.3. to Clauses are references to the clauses of the Form of Agreement, to Conditions are references to the terms and conditions of the AHDB Terms and to paragraphs are references to paragraphs in the referring Appendix or Schedule unless otherwise indicated.
 - 1.2.4. to 'person' or 'third party' include any individual, body corporate, unincorporated association, company, corporation, firm, partnership, joint venture, public authority, organisation, institution, trust or agency and any other person whether or not having a separate legal personality and shall include subject to these Conditions the successors, transferees and assigns of such a person;
 - 1.2.5. to one gender include all genders;
 - 1.2.6. to the singular include the plural and vice versa;
 - 1.2.7. to 'includes' or 'including' shall mean without limitation;
 - 1.2.8. to 'contract' includes any relevant contract however described therein;
 - 1.2.9. to any statute, statutory provision or other instrument, is a reference to it as from time to time amended, extended, consolidated or re-enacted and includes all instruments, orders or regulations made under, or deriving validity from such instrument and any instrument having a similar purpose in the relevant part of the United Kingdom.
- 1.3. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.
- 1.4. The headings and indexes in this Contract are inserted for convenience only and shall be ignored in construing the Contract.

2. TERMS AND CONDITIONS

- 2.1. Subject to the operation of law, these AHDB Terms read with the other provisions of this Contract as any such may be amended shall govern the Contract to the entire exclusion of all other terms or conditions.
 - 2.1.1. Any amendment to this Contract shall have effect only in relation to this Contract and only if agreed in Writing.
 - 2.1.2. These AHDB Terms as they may be amended from time to time apply to all purchases by AHDB of Goods and Services from the Supplier.
 - 2.1.3. The terms of this Contract shall take precedence over all other terms relating to the undertaking of the Project, including those in any Purchase Order. The Parties agree that any terms in any Purchase Order inconsistent with the terms of this Contract will not amend the terms of the Contract.

3. UNDERTAKINGS BY THE SUPPLIER

- 3.1. The Supplier undertakes that:
 - 3.1.1. it has taken reasonable care in developing and/or assessing the Specification, and believes after due consideration that it together with any of its agents and sub-contractors can fully carry out the necessary work;
 - 3.1.2. to the best of its knowledge and belief, the following shall not constitute an infringement of the Intellectual Property Rights of any third party:
 - (a) the supply of the Goods and Services;
 - (b) appropriate use by AHDB of the Goods and Services, which shall take into due consideration any relevant advice on such use that the Supplier may provide.
 - 3.1.3. it shall take reasonable steps to ensure that there is no conflict of interest as would be likely to prejudice its impartiality and objectivity in supplying the Goods and Services and that upon becoming aware of any such conflict of interest it shall promptly (and in any case within seven days) inform AHDB in Writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as AHDB may reasonably require.
 - 3.1.4. the Goods and the Services shall:
 - (a) not be changed without the prior consent in Writing of AHDB; and
 - (b) conform to the Specification, which the Supplier confirms to be accurate, complete in all material respects and not misleading.
 - 3.1.5. the Goods shall:
 - (a) be of the best available design, of the best quality and workmanship subject to the Specification and in any case without fault or defect (including Latent Defect);
 - (b) conform with all Laws applicable to such Goods as regards the design, manufacture, quality, packaging, storage, transportation, delivery, labelling, health, safety and environmental standards and use of such Goods which are in force at the time of supply;
 - (c) be complete and fully operational and shall be delivered within the agreed contract price with all parts (including all parts that are not specified in the Specification but which are required for proper operation and also the usual guards, safety devices, special tools etc.);

- (d) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Goods or parts or materials including paper and/or electronic operation manuals or those available via functioning web link, in particular in relation to hazardous materials which will be clearly identified to AHDB;
 - (e) be free from chlorofluorocarbons, asbestos, dioxins, halons and radiation above natural background levels and any other similarly hazardous substances unless specifically agreed by AHDB; and
 - (f) comply with any applicable national and international quality assurance standards from time to time published under which the Supplier is approved; and/or as reasonably requested by AHDB.
- 3.1.6. the Services shall be performed with all reasonable care, skill and due diligence and in accordance with best professional, technical and scientific knowledge and practice; legislative requirements; generally recognised commercial practices and standards for similar services; and any agreed service levels.
- 3.1.7. it shall at all times during the duration of this Contract and at its own expense:
- (a) maintain all licences and consents necessary for the performance of its obligations under the Contract;
 - (b) adopt safe working practices and shall not in the performance of the Contract in any manner endanger the safety of or unlawfully or unreasonably interfere with the convenience of any other person, including employees and/or contractors of AHDB;
 - (c) ensure that, in performing its obligations under the Contract, it does not cause any disturbance or damage to the operations and property at the relevant site;
 - (d) comply with AHDB's conditions and policies in relation to any site under the control of AHDB and any code of conduct and code of ethics that AHDB may provide to the Supplier from time to time;
 - (e) assist AHDB (and any person nominated by AHDB) in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, making personnel available for interview, providing access to documents and records and providing information reasonably requested by AHDB;
 - (f) notify AHDB as soon as it becomes aware of any breach of laws or any health and safety incident which arises in relation to the Goods or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue); and
 - (g) co-operate with AHDB in all matters relating to the Goods and Services.
- 3.2. The undertakings given under this Condition 3 shall survive any performance, acceptance or payment pursuant to, or any expiry or termination of, the Contract and shall be extended to any repaired or replacement Goods or substituted or remedial Services provided by the Supplier.

4. PERSONNEL

4.1. The Supplier shall:

- 4.1.1. deploy sufficient personnel of appropriate qualifications, competence and experience to supply the Goods and Services to time and ensure that they are properly managed and supervised;
 - 4.1.2. carry out and ensure that its employees, agents and sub-contractors supply the Goods and Services with reasonable skill, care and due diligence, in accordance with best professional, technical and scientific knowledge and practice, any legislative requirements and applying an appropriate level of integrity.
 - 4.1.3. take reasonable steps to avoid any changes of Key Personnel, but where the Supplier considers it necessary to do so or such Key Personnel withdraw from or become unavailable for any reason, the Supplier shall promptly inform AHDB and shall take appropriate steps to replace the Key Personnel.
- 4.2. All persons employed by the Supplier in the supply of the Goods and Services shall be its responsibility as employer. The Supplier shall be liable to AHDB for any loss AHDB may suffer arising out of the relationship of the Supplier with any person employed by it or its sub-contractors except (i) where this arises as a direct result of any breach of contract, breach of statutory duty and/or negligence on the part of AHDB or (ii) where the Supplier could not reasonably have prevented the act or failure to act leading to the loss.
- 4.3. The Supplier shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed in the supply of the Goods and Services.

5. TUPE

- 5.1. The Supplier shall indemnify AHDB for itself and any future provider of services to AHDB against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action, demand or proceeding which arises or is alleged to arise by virtue of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of the provision of any of the Services (including without limitation in relation to any dismissal or alleged dismissal of any individual employed or engaged or formerly employed or engaged in the provision of the Services).
- 5.2. The Supplier shall not:
- (a) at any time during the Contract, including any extension, move any staff into the undertaking or relevant part of the undertaking, who do not meet the standards of skill and experience or who are in excess of the number required for the purposes of the Contract; or
 - (b) make any substantial change in the terms and conditions of employment of any staff engaged in supplying the Goods and Services that is inconsistent with the Supplier's established employment and remuneration policies.
- 5.2.1. Where, in the reasonable opinion of AHDB, any change or proposed change in the staff employed in the undertaking or relevant part of the undertaking, or any change in the terms and conditions of employment of such staff would be a material breach of Condition 5.2, AHDB shall have the right:
- (a) to make representations to the Supplier against the change or proposed change;
 - (b) to give notice to the Supplier in accordance with Condition 7 requiring it to remedy the breach within 30 days; and

- (c) if the Supplier has not remedied the breach by the end of the period of 30 days to the satisfaction of AHDB acting reasonably, to terminate the Contract in accordance with Condition 14.4.
- 5.2.2. If, after due consultation with the Supplier, AHDB reasonably requires and gives the Supplier notice in accordance with Condition 7 that any person is to be removed from involvement in the supply of the Goods and Services, the Supplier shall take reasonable steps to comply with such notice.
- 5.3. Where, in the reasonable opinion of AHDB, the Transfer of Undertakings (Protection of Employment) Regulations 2006 are likely to apply on the termination or expiry of the Contract, the Supplier shall promptly provide on request accurate information relating to the staff who would be transferred under the same terms of employment under those Regulations, including in particular:
 - (a) the number of staff who would be transferred, but with no obligation on the Supplier to specify their names;
 - (b) in respect of each of those members of staff their age, sex, salary, length of service, hours of work, overtime hours and rates, any other factors affecting redundancy entitlement and any outstanding claims arising from their employment;
 - (c) the general terms and conditions applicable to those members of staff, including probationary periods, retirement age, periods of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, any relevant collective agreements, facility time arrangements and additional employment benefits.
- 5.3.1. The Supplier shall indemnify AHDB against any claim made against AHDB at any time by any person in respect of any liability incurred by AHDB arising from any deficiency or inaccuracy in information which the Supplier is required to provide under Condition 5.3.
- 5.3.2. AHDB shall take reasonable precautions to ensure that the information referred to in Condition 5.3 is given only to suppliers who have qualified to tender for the future provision of the supply of the Goods and Services and similar goods and services.
- 5.3.3. AHDB shall require any supplier to whom such information is given:
 - (a) to treat the information in confidence,
 - (b) not to communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by AHDB, and
 - (c) not to use it for any other purpose.

6. CONTRACTED WORKERS

- 6.1. This Condition 6 applies in relation to and only in relation to a person satisfying all of the following criteria (a 'Contracted Worker'):
 - 6.1.1. The person must be contracted to undertake Research for or supply goods or services to AHDB for six months or more, directly by this Contract or consequent upon an obligation in this Contract upon the Supplier;
 - 6.1.2. The person must not be on the payroll of AHDB or Meat and Livestock Commercial Services Limited or any UK government department (including a devolved administration) or any agency thereof;

- 6.1.3. The person must be or have been liable to pay UK income tax and/or national insurance contributions at the appropriate time;
- 6.1.4. The rate of payment (calculated based on a 7.5 hours working day, and excluding reimbursement of expenses necessarily incurred and VAT) for the provision of such services must be £220 or more per day.
- 6.2. Insofar as the Contracted Worker is liable to be taxed in the UK in respect of consideration received in relation to this Contract, he shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 6.3. Insofar as the Contracted Worker is liable to National Insurance Contributions (NICs) in respect of consideration received in relation to this Contract, he shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 6.4. AHDB may, at any time during the term of this Contract, request the Contracted Worker to provide within a specified period information which demonstrates how he complies with Conditions 6.2 and 6.3 above or why those Conditions do not apply to him. For the avoidance of doubt, this does not oblige the Contracted Worker to disclose the amount of income tax or NICs paid.
 - 6.4.1. AHDB may supply any information which it receives under this Condition 6.4 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 6.5. Insofar as the Supplier is a Contracted Worker or the Supplier contracts directly or through any other person with any Contracted Worker for the supply of Research or goods or services in relation to the satisfaction of its obligations under this Contract, this Condition 6 shall apply in relation to each Contracted Worker.
 - 6.5.1. The Supplier shall ensure that such contracts:
 - (a) contain obligations and other provisions equivalent to those in this Condition 6 so that AHDB is able to take action in relation to each Contracted Worker; and
 - (b) ensure that any information provided by a Contracted Worker to any other person in relation to the operation of this Condition 6 may lawfully be provided to AHDB and be provided by AHDB to the Commissioners of Her Majesty's Revenue and Customs.
- 6.6. Subject to Condition 14.12, AHDB may terminate this Contract if:
 - (a) in the case of a request mentioned in Condition 6.4, the Contracted Worker:
 - (i) fails to provide information in response to the request within any specified period or, if no period is specified, within a reasonable time, or
 - (ii) provides information which is inadequate to demonstrate either how he complies with Conditions 6.2 and 6.3 above or why those Conditions do not apply to him; or
 - (b) AHDB receives information which demonstrates that, at any time when Conditions 6.2 and 6.3 apply to the Contracted Worker, he is not complying with those Conditions.
- 6.6.1. Amendments to the Contract under Condition 14.12 may exclude the Contracted Worker but AHDB shall have no liability to the Supplier in relation to any liability thereby falling upon the Supplier.

7. CONTACTS AND COMMUNICATION

- 7.1. AHDB and the Supplier shall each nominate a Primary Contact as its principal point of contact.
 - 7.1.1. The Supplier shall nominate any Key Personnel.
 - 7.1.2. Any such nomination shall be in Writing to the other Party.
- 7.2. The Primary Contacts and the Key Personnel shall communicate as necessary to facilitate the performance of this Contract.
- 7.3. Contact and communication information relating to each Party is set out or deemed to be set out in Schedule C.
 - 7.3.1. Unless otherwise agreed, any communication between the Parties concerning the Contract shall be in English.

Notices

- 7.4. Any notice required to be given shall:
 - 7.4.1. be in permanent written form and signed by or on behalf of a duly authorised officer of the Party giving notice;
 - 7.4.2. be deemed duly served if:
 - (a) given to the Representative of the Party to be served with the notice (the 'receiving Party'), or
 - (b) left at, or sent by pre-paid first class post (or by air mail if one Party is outside the UK) or by facsimile transmission to, the address of the receiving Party specified in Schedule C.
 - 7.4.3. be deemed to have been received by the receiving Party:
 - (a) on the first Working Day after the day on which it is given to the Representative of, or left at the address of, that Party;
 - (b) on the third Working Day after the day on which it is posted save that if the notice is sent by air mail, it shall be deemed to have been so received on the fifth Working Day after the day on which it is posted;
 - (c) on the first Working Day after the day on which a facsimile is transmitted.
- 7.5. In proving the serving and receipt of a notice it shall be sufficient to prove that:
 - (a) the notice was given or left in accordance with Condition 7.4.2; or
 - (b) the envelope containing the notice was correctly addressed and was posted; or
 - (c) the facsimile was correctly addressed and was confirmed by the recipient equipment as having been received with all pages successfully transmitted.

8. OPERATION OF THE CONTRACT

- 8.1. The Supplier shall properly manage and monitor the supply of the Goods and Services and inform AHDB in Writing without undue delay if any aspect of the Contract is not being or is unable to be performed.
 - 8.1.1. The Supplier shall provide all the facilities necessary to supply the Goods and Services.
 - 8.1.2. Any materials or processes used in connection with the supply of the Goods and Services shall be in accordance with standards set out in the Contract.

- 8.2. The Supplier shall supply the Goods and Services to AHDB in accordance with the Specification and ensure that its employees, agents and sub-contractors act with reasonable skill, care and diligence.
- 8.3. The Supplier shall take reasonable steps to follow best professional or good industry practice and ensure compliance with all applicable laws, codes of practice, guidelines and any Standards set out in the Specification, by itself and its servants, employees, agents and sub-contractors.
- 8.4. The Supplier confirms that:
 - 8.4.1. it will comply with best practice and relevant provisions, whether statutory or otherwise, relating to health and safety at work;
 - 8.4.2. it will comply with the DPL;
 - 8.4.3. it will not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010;
 - 8.4.4. it will comply with the Bribery Act.
- 8.5. The Supplier confirms that in entering into the Contract it has not:
 - 8.5.1. colluded with any competitor in formulating its offer to supply the Goods and Services except insofar as any such competitor is a named participant in a consortium in relation to supply of the Goods and Services of which the Supplier is also a participant;
 - 8.5.2. canvassed any person associated with AHDB or otherwise sought improperly to improve its competitive position in relation to this Contract;
 - 8.5.3. done or omitted to do anything that would result in a breach of the Bribery Act 2010.
- 8.6. Except to the extent permitted in this Contract, the Supplier shall treat all Confidential Information belonging to AHDB as confidential and shall not disclose any such Confidential Information to any other person without the prior consent in Writing of AHDB, except under an obligation of confidentiality upon such persons and to such extent as may be necessary for the performance of the Supplier's obligations under the Contract.
 - 8.6.1. Each Party may discuss the Contract and its performance with any adviser or consultant subject to appropriate conditions of confidentiality.
- 8.7. The Supplier shall promptly and in any case not later than one week of its becoming aware of any circumstances likely to adversely affect the supply of the Goods and Services bring these matters to the attention of AHDB in Writing and the Primary Contacts shall reasonably agree any consequential action that shall be taken.
- 8.8. Each Party shall, subject to being informed reasonably in advance, attend all meetings specified in the Contract or otherwise reasonably arranged by either Party for the discussion of matters concerned with the supply of the Goods and Services.
- 8.9. At any time prior to delivery of the Goods to AHDB or completion of the Services AHDB (or its nominee) shall have the right to inspect and test the Goods or inspect the work being carried out in performance of the Services. If at the date of the inspection the Goods are located or the Services are being performed at the premises of the Supplier or its associated companies or sub-contractors, the Supplier shall procure that AHDB or its nominees have access on reasonable notice and shall ensure that the inspectors shall receive such information and

assistance as they reasonably request in relation to their inspection or testing of the Goods or Services.

- 8.9.1. If the results of such inspection or testing cause AHDB to be of the opinion (acting reasonably) that the Goods and/or Services do not conform or are unlikely to conform to the Specification, or that the Goods and/or Services may not be delivered to time, AHDB may at its option:
- (a) inform the Supplier in Writing, following which the Supplier shall immediately take such action as is necessary to ensure conformity or timely delivery as the case may be;
 - (b) reject the Goods or Services; or
 - (c) require and witness further testing and inspection.
- 8.9.2. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and the Services and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

9. SUB-CONTRACTING

- 9.1. Without prejudice to the provisions of Annex 2, where a Supplier enters into a Sub-Contract for the purpose of performing its obligations under the Contract, it shall ensure that provisions are included *mutatis mutandis* in the Sub-Contract which:
- (a) have the same effect as Conditions 11.3, 11.3.1 and 11.3.2; and
 - (b) require the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect *mutatis mutandis* as Conditions 11.3, 11.3.1 and 11.3.2.

In this Condition 9.1, 'Sub-Contract' means a contract between two or more suppliers, at any stage of remoteness from AHDB in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

- 9.2. The Supplier shall ensure that any sub-contractor complies with the terms and conditions of this Contract insofar as they are applicable and shall provide AHDB on request with a copy of any sub-contract.
- 9.2.1. Where the Supplier becomes liable to pay interest payments to a sub-contractor, AHDB will not reimburse those costs unless they are incurred due to the negligence or default of AHDB.
- 9.3. The appointment of sub-contractors shall be subject to the prior approval of AHDB which shall not be unreasonably delayed or refused.
- 9.3.1. Any sub-contract shall not relieve the Supplier of its obligations under the Contract and the Supplier shall remain liable to AHDB for any performance or non-performance of such obligations.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. Unless otherwise agreed, all Intellectual Property Rights arising from the supply of the Goods and Services to AHDB together with any other information, knowledge, idea, design, material, or invention and any expression of any idea created by the Supplier (or its agents or employees) shall be the exclusive property of AHDB.

- 10.2. The Supplier shall fully disclose all such arising Intellectual Property Rights to AHDB and shall not use them for its own purposes or those of any third party nor disclose them without the prior written consent of AHDB. The Supplier at the request and expense of AHDB will take all measures which may be necessary to vest ownership of such Intellectual Property Rights in AHDB or its nominee and shall assist AHDB in establishing and protecting such Intellectual Property Rights, including if necessary doing all such acts and executing all such documents as AHDB reasonably deems necessary. To the extent permitted by applicable Laws, the Supplier shall waive or shall procure the waiver of moral rights in such Intellectual Property Rights.
- 10.3. The Supplier shall:
 - 10.3.1. ensure that each person who is engaged in relation to the Contract is engaged on terms which do not entitle him to copyright or any other arising Intellectual Property Rights;
 - 10.3.2. ensure that it is and remains entitled to transfer free from any encumbrances any title and/or rights necessary to effect any vesting required by this Contract;
 - 10.3.3. co-operate with and assist AHDB in obtaining and/or enforcing any and all rights in such Intellectual Property.
- 10.4. If a claim is made that the possession or use by AHDB of any Goods or Services supplied under this Contract infringes the Intellectual Property Rights of a third party, or in the Supplier's reasonable opinion such a claim is likely to be made, the Supplier shall promptly and at its cost either:
 - 10.4.1. obtain for AHDB the right to continue using the materials which were the subject of the claim; or
 - 10.4.2. modify or replace the infringing part of the materials so as to avoid the infringement or alleged infringement but in such a way that it complies with the representations and warranties in this Contract.
- 10.5. If the Supplier becomes aware that any person alleges that any Intellectual Property Rights owned by or to be vested in AHDB are invalid or that use of such Intellectual Property Rights infringes any Intellectual Property Rights of another party then it shall as soon as reasonably practicable give AHDB particulars thereof in Writing and shall make no comment or admission to any third party in respect thereof.
- 10.6. All AHDB's Intellectual Property Rights and all materials, products, samples, documents and information provided by AHDB to the Supplier (including copyright therein) shall remain the property of AHDB. Their use by the Supplier shall be allowed only within the limits of the purpose of this Contract or another written contract between the Parties.
- 10.7. This Contract shall not affect the ownership of any Intellectual Property Rights in existence before the Commencement Date.
 - 10.7.1. For the avoidance of doubt, Condition 10.1 shall not apply in relation to pre-existing Intellectual Property Rights in software that has been modified at AHDB's expense to enable the performance of this Contract. Any use of such modified software by the Supplier other than at the request of AHDB shall be subject to the prior agreement of AHDB in Writing.

11. PAYMENT

- 11.1. AHDB will not reimburse any increase in the Supplier's costs (including increases in pay rates, national insurance and other employment costs) unless agreed in writing prior to the Supplier incurring such an increase.
- 11.2. All payments shall be paid to the Supplier, which shall hold in trust for AHDB any monies due therefrom to any other person until they are received by that person. The Supplier shall comply with instructions from AHDB in Writing to withhold part or all of any such payment to such a person and AHDB shall reimburse the Supplier for any damages awarded judicially against the Supplier consequent upon the Supplier's compliance with any such instructions.
- 11.3. AHDB shall pay all undisputed amounts within 30 days of the day when it has determined that a received invoice is valid and undisputed (the 'Due Date'). Such determination shall include establishing that it is proper (as described in Schedule B). Time for payment shall not be of the essence of the Contract.
 - 11.3.1. AHDB will consider and verify invoices in a timely manner.
 - 11.3.2. If AHDB fails to comply with paragraph 11.3.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Condition 11.3 after a reasonable time has passed, taking into consideration all relevant circumstances.
 - 11.3.3. If any sum due under the Contract is not paid within 30 days of the Due Date then, without prejudice to the Parties' other rights under the Contract, that sum shall bear simple interest from the Due Date until payment is made in full, both before and after any judgment, at 2 per cent per annum over the official dealing rate in force on the day on which such interest starts to run, where the official dealing rate is the rate announced from time to time by the Monetary Policy Committee of the Bank of England and for the time being in force as the official dealing rate.
 - 11.3.4. The Supplier is not entitled to suspend deliveries of Goods or Services as a result of any sum being outstanding.
 - 11.3.5. In the event that an agreed milestone is not achieved or the final claim is not made as agreed, AHDB reserves the right to withhold all or part of the relevant monies otherwise due to the Supplier.
 - 11.3.6. AHDB reserves the right to audit any payment for which reimbursement is claimed and the Supplier agrees to co-operate fully in relation to any such audit.
- 11.4. Notwithstanding any other provision in this Contract and without prejudice to its other rights and remedies, no part of the final scheduled payment shall be due from or payable by AHDB until the performance of the Contract by the Supplier has been completed to AHDB's satisfaction acting reasonably.
 - 11.4.1. In the event that no final payment is scheduled, such final scheduled payment shall be deemed to be 20% of the total payment due under this Contract if performed in full.
 - 11.4.2. In the event that the Supplier fails to complete such performance on or before the Completion Date through no fault of AHDB:
 - (a) the Parties shall agree a date and the performance shall be completed no later than such date;
 - (b) without prejudice to any other rights and remedies available to AHDB, AHDB shall be entitled to receive from the Supplier an amount equal to 10% of the total sum payable by AHDB to the Supplier under the Contract, such payment being a debt

due from the Supplier to AHDB and representing the reasonable estimate by the Parties of the losses or damages likely to arise to or be incurred by AHDB as a result of such breach, and not by way of a penalty or similar charge; and

- (c) the Supplier shall pay such payment to AHDB within 30 days of receiving a proper invoice from AHDB.

11.5. Without prejudice to any other right or remedy, AHDB shall have the right to set off any amount owed by the Supplier to AHDB for any reason including any overpayment by AHDB to the Supplier against any amount payable by AHDB to the Supplier under the Contract or any other contract.

12. LIABILITY

12.1. Neither Party shall be responsible to the other Party (including any person forming part of the Supplier) for any special, exemplary, indirect or consequential loss or damage, loss of profit, loss of revenue or anticipated savings, loss of business opportunity or loss of goodwill arising under or pursuant to this Contract, whether arising from negligence, breach of contract or otherwise, whether or not that Party has been advised of the possibility of, should have known of, or could reasonably have prevented, such loss or damage.

12.2. The Supplier shall indemnify AHDB, its employees, agents and contractors from and against liability for:

- (a) death or personal injury;
- (b) loss of or damage to property (including property belonging to AHDB for which it is responsible);
- (c) any losses arising from a breach of Data Protection Legislation; and
- (d) actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis)

which arises out of or in connection with the supply of the Goods and Services or a breach of this Contract.

12.3. The indemnities contained in Condition 12.2 shall not apply to the extent that:

- (a) any loss, damage injury, cost and expense is caused by the negligent or wilful act or omission of AHDB, its employees, agents or contractors, or by the breach by AHDB of its obligations under the Contract; or
- (b) the Supplier is able to demonstrate that the loss, damage or injury arose as a direct result of the Supplier acting on specific instructions in Writing from AHDB.

12.4. Each Party shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations under Condition 12, take out and maintain (and shall require any sub-contractor to take out and maintain) with a reputable insurance company an appropriate level of insurance covering appropriate risks.

12.4.1. The insuring Party shall responsibly and reasonably determine the appropriateness of the level of insurance and risks to be covered and shall take into consideration any views reasonably expressed by the other Party. That other Party shall not unreasonably refuse to assist the insuring Party when it is making such determination. Failure to insure adequately shall not relieve a Party of its liability to the other Party.

- 12.4.2. Satisfactory evidence of the level of insurance and the payment of premiums in relation to the policy or policies of insurance referred to in Condition 12.4 shall be shown by the insuring Party to the other Party on request.
- 12.4.3. No Party to the Contract shall take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that Party is an insured, a co-insured or additional insured person.
- 12.4.4. AHDB may waive the requirement for indemnity and/or insurance, in whole or part, where the Supplier is able to provide adequate assurance that it can meet any liabilities for which indemnities are provided for under Condition 12.2.
- 12.5. In relation to any Supplier that is an Academic Institution (or is deemed to be such by this Contract), the following shall not apply:
- (a) any requirement for an indemnity and any consequential requirement for insurance and evidence thereof;
 - (b) Condition 11.5.
- For the avoidance of doubt, such non-application shall not relieve the Supplier of any liability to AHDB.
- 12.6. Neither Party shall be responsible for any failure to perform its obligations hereunder due to an event of force majeure, including any circumstances beyond its reasonable control, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce).
- 12.6.1. In the case of an event of force majeure, the Parties shall seek to minimise any adverse effect on the Contract, including adjusting milestones where appropriate
- 12.6.2. If an event of force majeure delays the supply of any Goods or Services by more than thirty days and this event could reasonably be envisaged to jeopardise the interests of a Party or the Contract, the Parties shall consider and agree on appropriate action including whether the Contract and its performance should be amended, postponed or terminated and subject to the agreement of AHDB shall take appropriate action.

13. DELIVERY, ACCEPTANCE AND REJECTION

- 13.1. Subject to Conditions 13.1.1 and 13.1.2, the Goods shall be delivered DDP to the AHDB Stores and the Services performed at the place specified in the Contract. Delivery shall take place at the entrance to the relevant building or such other building as may be specified and not roadside unless otherwise agreed in writing prior to delivery.
- 13.1.1. Supplies of Goods by letter post may be addressed to the Principal Office.
- 13.1.2. A different place of delivery or performance may be agreed:
- (a) in Writing prior to delivery of the Goods or the performance of the Services;
or
 - (b) orally prior to such delivery or performance and where appropriate subsequently confirmed in Writing.
- 13.1.3. The Supplier shall unload the Goods at its own risk as directed by AHDB. Unless otherwise stipulated by AHDB, deliveries shall only be accepted by AHDB in Business Hours.

- 13.1.4. The date for delivery shall be specified, or if no such date is specified then unless otherwise agreed delivery shall take place within 28 days of the order.
- 13.1.5. The Goods shall remain at the risk of the Supplier until delivery in accordance with the Contract to AHDB is complete (including unloading and stacking) when ownership of the Goods shall pass to AHDB.
- 13.2. In respect of Goods, the Supplier shall invoice AHDB upon, but separately from, despatch of the Goods to AHDB. In respect of Services, the Supplier shall invoice AHDB monthly in arrears (or at such other frequency as may be agreed between the Parties).
- 13.3. The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows, among other things, the Purchase Order number, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 13.4. Time shall be of the essence of the Contract in relation to the Supplier's obligation to supply the Goods and Services unless otherwise specifically agreed in Writing.
- 13.5. If the Goods are not delivered on the due date, the Services are not provided in accordance with the agreed timetable or if the Goods or Services (in the reasonable opinion of AHDB) do not comply with the Purchase Order, the Specification or any other standards stipulated by AHDB then, without prejudice to any other rights which it may have, subject to Condition 14.12 AHDB reserves the right to terminate the Contract.
- 13.6. All Goods shall be packaged by the Supplier so as to ensure that they will be in good condition upon arrival at their destination. If the Supplier requires AHDB to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to AHDB and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 13.7. Where AHDB agrees in Writing to accept delivery of Goods or Services by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to properly deliver any one instalment shall entitle AHDB at its option to treat the whole Contract as repudiated.
- 13.8. If the Goods are delivered to AHDB in excess of the quantities ordered AHDB shall be entitled to reject the excess Goods and shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be available for collection at the Supplier's expense within 3 months. Thereafter AHDB may dispose of such excess Goods at the Supplier's expense.
- 13.9. AHDB shall not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery. AHDB shall also have the right to reject the Goods as though they had not been accepted for 14 days after any Latent Defect in the Goods has become apparent.
- 13.10. The Supplier agrees that AHDB or AHDB's representative shall be entitled to monitor the performance of the Contract at any reasonable time and, save where AHDB has good reason not to give any notice, on reasonable notice and to inspect and take copies of any relevant records of the Supplier.
- 13.11. The Supplier shall promptly, and in any case within one week of its becoming aware of any circumstances likely to adversely affect the supply of the Goods and Services or the time in which this will be completed, bring these matters to the attention of AHDB's Primary Contact in Writing and the Primary Contacts shall reasonably agree any consequential action that shall be taken.

14. TERMINATION

- 14.1. This Contract may be terminated by agreement in Writing between the Parties at any time.
- 14.2. Where AHDB is reasonably of the opinion that the Supplier has a significant conflict of interest relating to the Contract, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if any such conflict of interest is capable of being avoided or removed and the Supplier promptly and successfully takes steps at its expense to avoid or remove the conflict.
- 14.3. Where in the reasonable opinion of AHDB the Supplier has failed to:
- (a) progress the supply of the Goods and Services in accordance with the Specification unless otherwise reasonably agreed between AHDB and the Supplier in Writing, including any agreement under Condition 13.11; or
 - (b) otherwise fulfil its obligations under this Contract,
- AHDB may give the Supplier notice in accordance with Condition 7 specifying the way in which its performance falls short of the requirements of the Contract, or is otherwise unsatisfactory. Such notice may:
- (a) direct the Supplier to remedy the fault at the Supplier's expense within such time as may be reasonably specified by AHDB; and/or
 - (b) withhold or reduce payments to the Supplier, in such amount as AHDB reasonably deems appropriate in the circumstances.
- 14.3.1. In relation to any significant failure described in Condition 14.3:
- (a) If the failure is not reasonably remediable, AHDB may treat the failure as a material breach of the Contract.
 - (b) If the failure is reasonably remediable and the Supplier fails to remedy it reasonably promptly or in accordance with any direction given by notice under that Condition, AHDB may then treat the failure as a material breach of the Contract.
- 14.4. In the event that the Supplier has committed a material breach of the Contract, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if such breach is capable of remedy and the Supplier has remedied such breach at its own expense within 30 days (or such other period as may reasonably be agreed) of being required by AHDB in Writing to do so.
- 14.5. If any distress, execution or other process is levied upon any of the assets of the Supplier intended to be used for the purposes of the supply of the Goods and Services, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if the Supplier is able to properly undertake such supply by other means at no additional cost to AHDB.
- 14.6. If the Supplier being an individual dies or is judged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, AHDB may terminate the Contract.
- 14.7. The Supplier shall promptly inform AHDB in Writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or change of status and of the completion of any such matter. For the purposes of this Condition 14.7, 'control' has the meaning set out in section 1124 of the Corporation Tax Act 2010.

- 14.7.1. AHDB shall respect any reasonable request by the Supplier to treat information provided under Condition 14.7 as Confidential Information for an appropriate specified period.
- 14.7.2. Upon completion of any of the matters described in Condition 14.7, AHDB shall consider in the context of the Public Contracts Regulations 2015 whether the continuation of the Contract with or without reasonable amendment is unlawful and shall take appropriate action which subject to Condition 14.12 may include terminating the Contract.
- 14.8. The Supplier shall inform AHDB in Writing immediately upon the occurrence of any of the following events:
- (a) being an individual:
 - is the subject of a bankruptcy order, or
 - has made a composition or arrangement with his creditors;
 - (b) being a company:
 - goes into compulsory winding up;
 - passes a resolution for voluntary winding up;
 - suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets;
 - has entered into a voluntary arrangement with its creditors under Part I of the Insolvency Act 1986;
 - has proposed or entered into any scheme of arrangement or composition with its creditors under Part 26 of the Companies Act 2006; or
 - has been dissolved;
 - (c) being a partnership or unregistered company:
 - goes into compulsory winding up;
 - is dissolved;
 - suffers an administrator or receiver and manager to be appointed over the whole or any part of its assets;
 - has entered into a composition or voluntary arrangement with its creditors; or
 - any individual member of the partnership falls within Condition 14.8(a);
 - (d) or is in any case affected by any similar occurrence to any of the above in any jurisdiction,
- and subject to Condition 14.12 AHDB may terminate the Contract.
- 14.9. If:
- (a) the Supplier has failed to make satisfactory progress with the supply of the Goods and Services and AHDB reasonably believes that such supply is unlikely to be completed by the Completion Date;
 - (b) AHDB's powers to impose a levy upon any Industry relevant to the Goods and Services are reduced or discontinued; or

subject to Condition 14.12 AHDB may terminate the Contract by giving the Supplier not less than 30 days' notice.

- 14.10. Subject to Condition 14.12, AHDB shall have the right at any time and for any reason to terminate the Contract by giving not less than 60 days' notice, whereupon all work on the Contract shall be discontinued.
- 14.11. Subject to Condition 14.12 and pursuant to regulation 73 of the Public Contracts Regulations 2015, AHDB may terminate the contract by giving the Supplier not less than 30 days' notice if:
 - (a) the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of those Regulations;
 - (b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2) of those Regulations, and should therefore have been excluded from the procurement procedure; or
 - (c) the contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.
- 14.12. Before giving notice of termination under Conditions 6.6, 13.5, 14.2, 14.4, 14.5, 14.7.2, 14.8, 14.9, 14.10 or 14.11, AHDB shall consult the Supplier and the Parties shall promptly consider whether any part of the supply of the Goods and Services could reasonably and usefully continue to be undertaken as an alternative to termination and if so whether the Contract should consequently be amended. If AHDB agrees to such continuation, notice of termination shall not be given and appropriate amendments shall be made to the Contract, which may include amendments to the Specification and the payments due.
 - 14.12.1. In the event that no agreement is reached to continue the supply of any or all of the Goods and Services within 10 days of AHDB consulting the Supplier under Condition 14.12, AHDB may terminate the Contract.
- 14.13. Notice of termination of this Contract shall be given by AHDB to the Supplier in accordance with Condition 7.
- 14.14. AHDB may, during any notice period direct the Supplier:
 - (a) to refrain from performing the Contract or any part thereof;
 - (b) to cease work immediately; or
 - (c) to complete, in accordance with this Contract, any part of the supply of Goods or Services, which shall be paid at the agreed price or, where no agreement exists as to price, a fair and reasonable price, and such of the Contract as is relevant to the completion of such part shall continue to have effect until such part is completed or discontinued.
- 14.15. Termination of this Contract by AHDB may (unless otherwise specified) have immediate effect.
- 14.16. Except as expressly provided in this Contract, termination of the Contract shall not affect:
 - (a) any right, obligation or liability of any Party which has accrued at the date of termination;

- (b) any provision of this Contract which is expressly or impliedly intended to continue to have effect after the Contract has been terminated.
- 14.17. If the Contract is terminated by AHDB otherwise than as a consequence of a material breach by the Supplier, the Supplier shall be entitled to claim from AHDB reimbursement of expenditure incurred or irrevocably committed by the Supplier necessarily and properly in relation to the performance of this Contract including expenditure unavoidably incurred as a result of such termination but excluding loss of profits and any compensation or consequential or indirect loss. The liability of AHDB under this Condition together with any other payments made or to be made to the Supplier shall not exceed the total sum payable for the supply of the Goods and Services as set out in Schedule B.
- 14.17.1. Any such reimbursement shall be conditional upon the Supplier complying with a duty to mitigate such costs as far as is reasonably practicable.
- 14.18. In the event of termination of this Contract as a consequence of a material breach by the Supplier:
- (a) AHDB shall not be under any obligation to make any payment to the Supplier for such period as is reasonable for AHDB to assess the loss and/or damage suffered as a result of the termination. After such period and discussion with the Supplier, AHDB may recover the amount of such loss and/or damage including by set off against any sums due to the Supplier in relation to this Contract;
 - (b) the Supplier shall promptly refund to AHDB any funds paid by AHDB to the Supplier in accordance with this Contract and not in the reasonable opinion of AHDB properly spent or properly committed for the purposes of the Contract;
 - (c) all rights granted to AHDB by the Supplier including any licence to use any Intellectual Property Rights in relation to the Goods and Services shall reasonably continue until the supply of the Goods and Services has been discontinued or completed in relation to the Goods and Services or similar goods and services with a replacement supplier;
 - (d) all rights acquired during the period of the Contract by the Supplier to use any Intellectual Property Rights provided by AHDB shall cease upon termination;
- 14.19. In the case of termination of this Contract pursuant to Conditions 5.2.1(c), 6.6, 13.5, 14.2, 14.4, 14.5, 14.6, 14.7.2, 14.8, 14.9 or 14.10, without prejudice to any other rights which it may have AHDB reserves the right to:
- 14.19.1. refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;
 - 14.19.2. purchase from a third party Goods and Services of similar nature and scope to those that were to be supplied under this Contract;
 - 14.19.3. recover from the Supplier any excess cost incurred by AHDB over the price agreed in this Contract together with all charges and expenses arising from the purchase of such Goods or Services from the third party; and
 - 14.19.4. claim damages for any additional costs, loss or expenses incurred by AHDB which are in any way attributable to the Supplier's failure to perform the Contract.
- 14.20. Subject to Condition 14.20.1, to the extent that the Contract is declared wholly ineffective or otherwise invalid, void, voidable or unenforceable by any court, tribunal or administrative body of competent jurisdiction pursuant to law (including any law which implements or gives effect to the EU Remedies Directive

[2007/66/EC]), the Contract shall terminate with immediate effect and Condition 14.17 shall apply. The Supplier acknowledges that, other than as set out in this Condition 14.20 (or Condition 14.20.1 if applicable), it shall be entitled to no other payment from AHDB in the event of any such termination.

14.20.1. Where a declaration of the type described in Condition 14.20 (a 'Declaration') is stayed or otherwise suspended pending an appeal by AHDB or for any other reason, the Contract shall continue in full force and effect for such period of stay or suspension (the 'Relevant Period'). If the Declaration is upheld at the end of the Relevant Period the Contract shall be deemed to have terminated on the date the original Declaration was made (or such other date as may be determined by the court, tribunal or administrative body of competent jurisdiction) and the provisions of Condition 14.20 shall apply with effect therefrom (provided that the amounts being reimbursed to the Supplier thereunder shall include those reasonably incurred by it in respect of work-in-progress or Services performed during the Relevant Period). If the Declaration is overturned at the end of the Relevant Period the Contract shall continue in full force and effect for the remainder of the Term. The Supplier agrees to provide all reasonable assistance to AHDB in connection with any Declaration or appeal against a Declaration and in mitigating the effect of such.

14.21. The Supplier shall co-operate fully with AHDB following the termination of the Contract as a consequence of its expiry or otherwise. This co-operation shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information relating to the supply of the Goods and Services. Upon the termination of the Contract, the Supplier shall:

- (a) forthwith return to AHDB the originals and any copies of all documents and materials provided in relation to the Contract and destroy any electronic copies thereof;
- (b) transfer to AHDB, or any person designated by AHDB, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the supply of the Goods and Services;
- (c) permit AHDB to enter premises and recover any documents, equipment and materials which are the property of AHDB provided AHDB reasonably informs the Supplier in advance of its intention so to do,

so however that such documents, equipment and materials may be retained insofar as they are required by the Supplier for the purposes of another contract with AHDB.

14.21.1. Following termination or expiry of the Contract otherwise than as a result of a material breach by the Supplier, the Supplier shall be entitled to invoice AHDB for a reasonable fee in respect of the Supplier's time spent on assisting AHDB with any requests for information.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1. The Supplier shall not sub-contract, transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior consent of AHDB in Writing, which may be conditional but shall not be unreasonably withheld, denied or delayed.

15.1.1. The Supplier shall ensure, if so requested by AHDB, that an assignee enters into a novation agreement with AHDB to perform the Contract as if the assignee were a Party to the Contract in lieu of the Supplier.

- 15.2. AHDB may at any time by giving 30 days' notice to the Supplier in accordance with Condition 7, transfer or assign all or any rights and/or obligations under the Contract.

16. FREEDOM OF INFORMATION AND DATA PROTECTION

- 16.1. The Parties acknowledge that, in order to be compliant with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, or any other legislation governing access to information (the 'FOI Legislation'), there may be an obligation to provide information that relates to this Contract, which may include Confidential Information, on request to third parties.
- 16.1.1. In the event that either Party receives a request for information relating to the Contract falling within the scope of the FOI Legislation, that Party (the 'Disclosing Party') shall be entitled to disclose such information as is necessary to comply with the FOI Legislation. The Parties shall co-operate in order to enable the Disclosing Party to comply with its obligations under the FOI Legislation. Where Confidential Information relating to the Contract is exempt from disclosure, it shall not be disclosed without the agreement in Writing of the owning Party.
- 16.1.2. The Disclosing Party shall not be liable for any loss, damage, harm or other detriment suffered by the other Party arising from the disclosure of any information required by the FOI Legislation to be disclosed.
- 16.2. AHDB maintains a database of its contracts including all those likely to have a value of £25,000 or more. AHDB recognises the importance of transparency in its procurement and contracting, and subject to any confidentiality obligations the contents of these contracts will be made available to interested persons on request.
- 16.2.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation, the content of this Contract is not Contractor's Confidential Information. The Disclosing Party shall be responsible for determining whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Legislation.
- (a) Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for AHDB to provide or publish to the general public the Contract in whole or part, as it may be amended.
- (b) The Supplier shall assist and co-operate with AHDB to enable AHDB to provide or publish this Contract, including by identifying any matters which it considers to be confidential or otherwise exempt from disclosure under the FOI Legislation. AHDB will take any representation from the Supplier into fair and proper account.
- 16.3. The Supplier shall not publicise or permit any other person to publicise the procurement, award, existence or content of this Contract without the prior written permission of AHDB's Director of Communications and Legal Services, which may be conditional and which shall not be unreasonably denied, delayed or withheld.
- 16.3.1. For the avoidance of doubt, Condition 16.3 does not prevent:
- (a) The disclosure by any Party of this Contract or a draft thereof to a supplier or sub-contractor that is expected to act with the Supplier in relation to the supply of the Goods and Services so that it is aware of the terms under which the Supplier will contract with AHDB. Commercially sensitive matter

may be redacted. Similar conditions to those imposed on the Supplier under Condition 16.3 shall be imposed on the recipient.

(b) the disclosure of the AHDB Terms to any person.

- 16.4. The Parties shall comply with the obligations contained in Annex 2 in respect of data processing and the protection of personal data within the meaning of the DPL.
- 16.5. Insofar as the Supplier is subject to the FOI Legislation or is the data controller pursuant to the DPL, this Condition 16 and Annex 2 shall have mutual effect mutatis mutandis.

17. DISPUTE RESOLUTION

- 17.1. The Parties shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.
 - 17.1.1. If any such dispute is not resolved by such negotiation within 42 days from notification that a dispute exists or such longer period as may be agreed, including escalation to senior executives if appropriate, the Parties shall consider referring the matter to mediation in accordance with Conditions 17.2 and 17.3.
 - 17.1.2. Each Party agrees to pay due consideration to Conditions 17.1 and 17.3 before commencing proceedings to settle a dispute relating to this Contract.
- 17.2. The procedure for mediation shall be as follows:
 - 17.2.1. a neutral person ('the Mediator') shall be chosen by agreement between the Parties, alternatively, any Party may within 14 days from the date of the proposal to appoint a mediator, or within 14 days of notice to any Party that the chosen mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ('CEDR') to appoint a mediator;
 - 17.2.2. the Parties shall within 14 days of the appointment of the Mediator meet with him to agree a timetable for the exchange of all relevant and necessary information and the procedure to be adopted for the mediation. If appropriate, the Parties may at any stage seek from CEDR guidance on a suitable procedure;
 - 17.2.3. unless otherwise agreed, all negotiations and proceedings in the mediation connected with the dispute shall be conducted in strict confidence and shall be without prejudice to the rights of the Parties in any future proceedings;
 - 17.2.4. if the Parties reach agreement on the resolution of the dispute, that agreement shall be put in Writing and shall be binding upon the Parties;
 - 17.2.5. failing agreement, any Party may invite the Mediator to provide a non-binding but informative opinion in Writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the dispute without the prior consent of the Parties in Writing.
- 17.3. For a period of 60 days from the date of the appointment of the Mediator, or such other period as the Parties may agree, none of the Parties may commence any proceedings in relation to the matters referred to the Mediator.

18. GENERAL

- 18.1. Subject to any fraudulent misrepresentation, the Contract including any documents referred to herein and any properly made amendment sets out the entire agreement relating to the supply of the Goods and Services and supersedes any prior agreement, contract, understanding, proposal, statement

or other communication relating to the Goods and Services whether oral or written.

- 18.1.1. In entering into this Contract, each Party acknowledges that it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Contract.
- 18.1.2. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement of an Order, specification, delivery note, invoice, proposal or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 18.2. Nothing in this Contract shall be taken as limiting or excluding AHDB's or the Supplier's rights or obligations pursuant to law.
- 18.3. In carrying out the supply of the Goods and Services, the Supplier shall be acting as principal and not as agent or employee of AHDB. Accordingly:
 - 18.3.1. Nothing in this Contract shall be construed so as to create a partnership or joint venture between the Parties or have the effect of making any employee of any Party a servant of another Party;
 - 18.3.2. No Party shall act or describe itself as the agent of another Party nor shall it make or represent that it has authority to make any commitments on the other's behalf;
 - 18.3.3. The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent or employee of AHDB, and
 - 18.3.4. Nothing in the Contract shall impose any liability of AHDB in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of AHDB to the Supplier that may arise by virtue of either a breach of the Contract or any negligence on the part of AHDB, its staff or agents.
- 18.4. The following requirements shall not apply as between AHDB and a Party who is part of the Crown and the Supplier shall not require any sub-contractor that is part of the Crown to comply with provisions similar to those requirements:
 - (a) Conditions 3.1.2, 12.2, 12.4 (excluding the requirement in relation to sub-contractors) and 14 (to the extent that it relates to Condition 3.1.2);
 - (b) Any other requirement for an indemnity or insurance.
- 18.4.1. The provisions in Condition 18.4 shall apply *mutatis mutandis* in relation to a state department of a member state of the European Union, including any executive agency thereof.
- 18.4.2. For the avoidance of doubt the existence, continuation or size of any liability to AHDB shall not be affected by the operation of this Condition 18.4.
- 18.5. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be severed and the remaining provisions of the Contract shall continue in full force and effect.
- 18.6. Each right or remedy of AHDB under the Contract is without prejudice to any other right or remedy of AHDB whether under the Contract or not and is in addition to any conditions implied in favour of AHDB by Law.

- 18.7. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 18.7.1. The delay, failure or neglect of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 18.7.2. No waiver shall be effective unless it is communicated in Writing.
- 18.8. The Supplier agrees to permit any competent authority to perform such checks as it may lawfully require for the purpose of establishing the compliance of AHDB with regulatory or contractual requirements.
- 18.9. This Contract does not give any person who is not a Party to it any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions. This does not affect any right of a third party which exists other than pursuant to that Act.
- 18.10. The Contract shall be governed by and construed in accordance with the law of England and Wales.
- 18.10.1. Without prejudice to Condition 17, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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Annex 2 – Data Protection Addendum

1. Processing of Data

- 1.1 AHDB takes a positive attitude towards data sharing providing it is appropriate, undertaken within the scope of the Data Protection Legislation (“DPL”) and there are adequate and proportionate data security arrangements in place.
- 1.2 AHDB has agreed to provide the personal data described in Part 1 (the "Data") for the purpose specified therein ("Purpose") and the Data Protection Officer (“DPO”) has authorised its release for the Purpose in accordance with this Agreement. All Data shall be transmitted securely in accordance with Part 1.
- 1.3 The Data may include confidential information about companies and/or individuals. These data subjects were informed at the time the Data was collected that AHDB might or would transfer it to other persons. The Supplier accepts that AHDB bears no legal responsibility for the accuracy or comprehensiveness of the Data supplied.
- 1.4 The Data provided under this Agreement may only be used for the Purpose and must not be published in any form.

2. Data Access, Supplier Personnel and Sub-contractors

- 2.1 The Data is to be shared with the Supplier solely for the Purpose on a strictly need to know basis, and must not be used for any other purpose. Access to the Data must be limited by the Supplier to those personnel, who need to have such access for the Purpose ("Permitted Persons").
- 2.2 For the purpose of this agreement Permitted Persons shall mean all employees, officers, staff, other workers, agents and consultants of the Supplier who are engaged in the performance of the Purpose.
- 2.3 The Supplier shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed in the supply of the Goods and Services.
- 2.4 The Supplier shall take all reasonable steps to ensure the reliability and integrity of any Permitted Persons who have access to the Data and ensure that they:
 - 2.4.1 are aware of and comply with the Supplier’s duties under this agreement;
 - 2.4.2 are subject to appropriate confidentiality undertakings with the Supplier;
 - 2.4.3 are informed of the confidential nature of the Data and do not publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by AHDB or as permitted by this Agreement; and
 - 2.4.4 have undergone adequate training in the use, care, protection and handling of personal data.
- 2.5 The Data must not be provided in whole or in part to any other natural or legal person.
- 2.6 The Supplier is responsible for ensuring that all Permitted Persons fully comply with all obligations and requirements of this Agreement. Failure to do so shall be considered a breach of this Agreement.
- 2.7 The Supplier must ensure that all Permitted Persons and any approved sub-contractor, are subject to a duty of confidence and binding written contractual obligations in respect of the Data no less onerous than those contained in this Agreement.

2.8 The Supplier shall not appoint any sub-contractor without AHDB's prior written consent, which consent shall not be unreasonably withheld. The Supplier shall remain fully liable for the sub-contractor's compliance with this Agreement and for all its acts or omissions. The Supplier shall provide AHDB with such information regarding the sub-contractor as AHDB may reasonably require.

3. Storage and Protection of Data

3.1 To the extent that the undertaking of this Agreement requires the Supplier to process the Data on behalf of AHDB, the Parties agree that AHDB shall be the data controller and the Supplier shall be the data processor (as such terms are defined in the DPL) and the Supplier agrees to:

3.1.1 comply with all applicable DPL in respect of the performance of its obligations under this Agreement and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL;

3.1.2 store all data in accordance with Part 1;

3.1.3 process the Data only on and in accordance with AHDB's written and documented instructions as set out in this Annex 2 and provided from time to time, unless the processing is prohibited by any applicable laws and the Supplier has informed AHDB of such applicable laws;

3.1.4 notify AHDB immediately at Data.Protection@ahdb.org.uk if it believes that it has been given an instruction which does not comply with the DPL;

3.1.5 not transfer or permit the transfer of the Data outside the European Economic Area without AHDB's prior written consent; and

3.1.6 implement and maintain appropriate technical and organisational measures in accordance with this Annex 2 and in such a manner that the processing will:

3.1.6.1 meet the requirements of the DPL;

3.1.6.2 ensure the protection of the rights of data subjects within the meaning of the DPL; and

3.1.6.3 preserve the integrity of the Data and ensure a level of physical and technical security in respect of the Data at all times that is appropriate to the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, damage or alteration, or unauthorised disclosure of or access to the Data transmitted, stored or otherwise processed;

3.2 As a minimum level of protection for the Data, and without prejudice to any other provision of this Annex 2, the Supplier shall:

3.2.1 assess risks to the confidentiality, integrity and availability of the Data at least quarterly;

3.2.2 verify its Information and Communication Technology (ICT) systems handling the Data to the extent necessary to give confidence in the security of the data; and

3.2.3 perform secure back-ups of all Data and ensure that up-to-date back-ups are stored in accordance with a recovery plan. The back-ups shall be made available to AHDB on request.

4. Data Subject Rights

4.1 The Supplier may inform any enquirer that it is conditionally authorised by AHDB to have and to use the Data and that the Data is being held and used in confidence under

its control. Any such enquiries shall be reported promptly to the DPO in writing at Data.Protection@ahdb.org.uk.

4.2 Subject to clause 5.1, the Supplier shall notify AHDB immediately if it:

4.2.1 receives a Data subject access request (or purported Data subject access request);

4.2.2 receives a request to rectify, block or erase any Data;

4.2.3 receives any other request, complaint or communication relating to either Party's obligations under the DPL;

4.2.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Data processed under this Agreement;

4.2.5 receives a request from any third party for disclosure of Data where compliance with such request is required or purported to be required by Law.

4.3 Assist AHDB, insofar as is possible, in the fulfilment of its obligations to respond to requests made by data subjects to exercise any of their rights under DPL.

5. Data Loss or Breach

5.1 The Supplier shall notify AHDB immediately if it becomes aware of any event that results, or may result, in unauthorised access to Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Data in any breach of this Agreement, including any Data breach. The Supplier's obligation to notify under clause 4.2 shall include the provision of further information to AHDB in phases, as details become available.

5.2 Notify AHDB's DPO at Data.Protection@ahdb.or.uk of any suspected or actual breaches of security without undue delay (but in no event later than twelve (12) hours after becoming aware of the breach) and provide such details as may be reasonably required regarding the nature and likely consequences of the breach.

5.3 Notify AHDB's DPO at Data.Protection@ahdb.org.uk without undue delay (but in no event later than twelve (12) hours) if the Supplier becomes aware that AHDB Data in its possession has or may have become corrupted, lost or degraded and inform AHDB of the remedial action the Supplier proposes to take. The Supplier shall restore or procure the restoration at its expense of such data that has become corrupted, lost or degraded wholly or partially as a result of the Supplier's default as soon as practicable but not later than four (4) weeks from the date on which the possibility of such corruption, loss or deterioration comes to the Supplier's attention. Subject to the Supplier having been given a reasonable opportunity to undertake such restoration, if such restoration is performed by or on behalf of AHDB otherwise than by the Supplier, the Supplier shall promptly reimburse the reasonable costs thereby incurred by AHDB.

6. Liability

6.1 The Supplier shall comply with all applicable DPL in respect of the performance of its obligations under this Agreement and shall not by any act or omission cause AHDB (or any other person) to be in breach of any DPL. The Supplier accepts and acknowledges that nothing in this Agreement shall relieve the Supplier of its own direct responsibilities and liabilities pursuant to the DPL.

7. Deletion or Return of Data

- 7.1 On the earlier of the completion of the use of the Data for the Purpose or at the written request of AHDB for return or destruction of information or the date given in Part 1 ("**Completion Date**"), all copies of the Data must be returned or destroyed in accordance with Part 1 and the return or destruction must be confirmed in writing within seven (7) days of the Completion Date to AHDB's DPO at Data.Protection@ahdb.org.uk using the Data Disposal Form (a copy of which is attached at Part 2). Failure to do so shall be considered to be a breach of this contract.

8. Audit Rights

- 8.1 Provide such information, co-operation and other assistance to AHDB as AHDB reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with the DPL, including with respect to security of processing, data protection impact assessments, prior consultation with a supervisory authority regarding high risk processing and any remedial action and/or notifications to be taken in response to any Data breach or request from a data subject (as such terms are defined in the DPL).
- 8.2 Maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of AHDB including such information as AHDB may reasonably require, and make such records available to AHDB on request in a timely manner (and in any event within three (3) business days) and provide such other information or allow such inspections as AHDB reasonably requires to audit the Supplier's compliance with its obligations under the DPL and this Agreement and demonstrate its own compliance with the DPL.

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Part 1 – (If applicable)

1 Subject-matter of processing:

AHDB Online International Consumer Surveys

2 Nature and Purpose of the processing:

Consumer buying behavior across key export regions, data for analysis

AHDB regularly uses third parties to support a wide range of its activities and functions. Where the third party processes personal data on AHDB's behalf, they are legally the third party processor.

As a Data Controller, AHDB is responsible for the actions of our contracted third party processors. Each company must ensure that they have a secure system to share personal and sensitive data, as well as appropriate contractual and security arrangements in place.

Examples of third party processors include:

- Research providers

3 Type of personal data:

- a name and surname
- an email address such as name.surname@company.com
- location data
- online identifiers

4 Categories of data subjects if relevant:

5 Timelines for use of Data

2nd November 2020 to 31st March 2022

6 Any other processing instructions:

Data Transmission:

Data shall be transmitted securely as follows:

Fax

No Data will be sent by fax.

Email

Data sent by email must be encrypted if possible. If encryption is not possible, the data file will be password protected using at least 13 character alpha-numeric passwords. Passwords will only be supplied once data receipt is confirmed.

The Data Managers use FIPS 140-2 compliant AES256 'zip' compression and encryption software. Data files will be encrypted using public keys or as a 'zipped' file with pass-phrases as appropriate to the encryption capabilities of the data recipient.

The word '**CONFIDENTIAL**' must be entered in the subject field of the email in front of the email title in all instances.

Post

Hard copy Data may be transmitted by post, courier or messenger.

If Data must be put on CD/DVD it should be encrypted (see details of encryption above). If the data recipient is unable to collect the CD/DVD by hand, encrypted CD/DVD's may be transmitted by post (Recorded Delivery or better), courier or messenger. If encryption is not possible the CD/DVD will be password protected using at least 13 character alpha-numeric passwords. If the data recipient is unable to collect the CD/DVD by hand it will be dispatched by Royal Mail Special Delivery service with tracking of transit or by courier.

In all cases when sending Data by post, a single sealed cover addressed to an individual by name or appointment will be used. The cover must not attract attention. Therefore, it must not be marked with any protective marking and only the descriptors 'Personal' or 'Addressee Only' may be used.

In all cases Data will be sent only to a named individual, agreed in advance, and must be accessed only by Permitted Persons.

Data Storage:

Hard copies of Data must be stored in a secure building and/or in a locked cabinet, and destroyed in accordance with the below.

When held on ICT systems on secure premises, password policies must be in place that ensure only those listed can access data. The ICT infrastructure should be certified to the Cyber Essentials standard as a minimum.

Full back-up policies must be in place for servers.

Data destruction must include all backup copies of data as well as live.

All access to standalone machines must be protected by username/password.

All data users must avoid transferring Data onto removable media (including laptop hard-drives, removable discs, CD's, USB memory Sticks, PDA's and media card formats), except when this is essential and only as agreed in writing with the Data Manager setting out the controls to be put in place. If taken outside the organisation's secure premises, laptop hard drives, CD/DVD, USB devices or any other removable media must be fully encrypted using FIPS 140-2 compliant AES256 encryption or better

Data Destruction:

Protectively marked waste is a potential source of information and prior to its secure destruction it should be held in an appropriate secure container under lock and key separate from other waste.

Methods of Destruction:

Protectively marked paper-based waste, such as, paper and card, must be securely destroyed by incineration, pulping or shredding. Waste may be shredded on any shredder or torn into four pieces and placed in a confidential waste sack. The waste sack must be kept under lock and key until it has been collected for onward transmission to the contractor who destroys it.

Electronic media containing Data must be disposed of by overwriting, erasure or degaussing for re- use.

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Part 2

DISPOSAL OF DATA FORM

It is a condition of this Agreement that the Supplier shall return this form duly completed within 7 days of the Completion Date. It may be returned as hard copy or in pdf format by electronic mail to Data.Protection@ahdb.org.uk.

In the event that the destruction and notification requirements are not satisfied, the Supplier must immediately notify AHDB's DPO (Tel: 024 76 69 2051; Email: Data.Protection@ahdb.org.uk), specifying the reason for such failure.

Failure to do so shall be considered to be a breach of this contract.
I confirm that all Data provided under this Agreement and all copies thereof have been destroyed in accordance with this Agreement.

Signed:

Name (Block Capitals):

Date:

Organisation:

Please return the completed form within 7 days of data destruction to:

DPO, AHDB, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL

Email: Data.Protection@ahdb.org.uk

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Appendix Specification Details

The information in this Appendix is to be read as having been amended by any amendments agreed in accordance with this Contract.

The invitation and acceptance by AHDB for AHDB Online International Consumer surveys,

by tender as published on Bravo – DEFRA's e sourcing portal
<https://defra.bravosolution.co.uk>

Project title: AHDB Online International Consumer surveys

Bravo project reference: [30780](#)

Invitation to tender published on: 17th September 2020

Supplier's tender proposal dated 8th October 2020 and all Bravo messaging/clarifications to the award of the contract.

AHDB documents

AHDB Online International Consumer Surveys

Understanding the role of British & online concept testing

1. Introduction

Market Background – Research to support the work of AHDB Export team

With market access in over 50 countries for our sheep meat, beef and pig meat, it is imperative to keep finding more trade markets to add value to the supply chain and maximise returns. Maintaining existing markets is important too, to strengthen relationships and react to changes in the market place.

Submissions for the provision of these services should be based on the information contained within this document and submitted in the format outlined in section 4. Any queries or clarification questions on the project should be directed via the Bravo portal messaging system where procurement will liaise with the project team, AHDB stakeholders are not to be contacted directly.

2. Background

AHDB wish to further explore consumer buying behavior across key export regions. This research will play an important role in understanding the current and potential future positioning of British products – with particular focus on this project for meat products

The initial part of the research would be focused across key EU markets - but AHDB would also like agencies to purpose separate bolt on options for AHDB

to do the same research with an agency with consumers in Asia and N.America. These have been marked as “Project 2 – South East Asia” and “Project 3 N.America”. AHDB reserve the right to commission these projects on a case by case basis, or not commission at all. The format of having two phases for the creative team to be able to adapt content would be the same for both project 2 & 3.

This project forms part of important strategic planning for the Market Development team in order to help focus their export marketing opportunities understand the strength and attractiveness of the British brand and associated export products.

AHDB had conducted consumer research across markets and released a Horizon report in April 2018. This provided an initial look at how views on British food products and what was important to consumers across some key export countries.

<https://ahdb.org.uk/knowledge-library/international-consumer-buying-behaviour>

Key findings and opportunities

Build awareness and improve association

- Awareness of British food is fairly low, many respondents have not built up a direct association to 'British' food
- Signs are that people who are actually familiar with British products have a more positive view. The challenge is building consumer proposition in countries where British food is a niche player
- British food – in multiple markets Britain doesn't command 'high-quality' perceptions with many not knowing what to expect of British products, likely due to the lack of exposure to them

Utilise purchase drivers

- Quality is a dominant purchase driver but also judged differently for each product and varies by market eg for meat, product appearance in Germany and food safety in China
- Adapting category messages to ensure they are appealing to the right consumer priorities is vital. The challenge is that these can also vary by country

Tailor messages

- Concerns and priorities vary by market and many could benefit from tailored messaging to appeal to these different interests. A 'one size fits all' approach may not be successful
- For dairy in China food safety is a key judge of quality, with signs of nutritional messaging would prove popular. In Germany, price and quality are top but expiration date features heavily and taste is a big determinant of quality

3. Service Requirement

Research Objectives	<p><u>Project 1: Within EU Markets</u></p> <p>Overall aim is to conduct online surveys with consumers across targeted EU markets looking at purchase habits and the role of British food. The project is to</p>
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be use as part of key strategic planning help assess the appeal across the markets. But also to identify key similarities and differences to help better appeal to consumers and identify market that might need specialist campaign support.

The questionnaire has the following objectives

Review wider purchase habits and perception around British food

- Examine the current perception of British imported products within each target market. Are these views common across all British products with a particular focus on the perception around British meat.
- Understand how much exposure the consumer has had to buying British in their domestic country, In particular focusing in on British meat. Reviewing the perceptions of British meat across a range of purchase rates e.g. views from regular buying across to those who rarely buy.
- Explore consumer views across key territories along with the role of British within these. The range of topics include High standards, Animal Welfare, Traceable, Safe, Assured, High quality, Sustainable, Grass-fed, Taste, Natural, Hormone-free, Tradition, Heritage, Provenance, Free-range.
- Review how appealing is it for consumers that descriptions go beyond 'British' into individual countries. Evaluating the weight that talking to consumers describing products from "England, Scotland, Wales" holds with consumers. What level of knowledge do they have with individual countries over an over-arching feel around 'British' products? Picking out the attitudes towards food from named countries where referenced. Also capturing how these views look across key export markets e.g. Red Meat, Dairy (focusing in on Cheese) and potato based snacks (Crisps).

Appeal of British: Aiming to try and evaluate how attractive British imported products are with consumers across the range of target EU markets (detailed in the section on 'target markets'). Key information would be the level of appeal/attractiveness and propensity to purchase. But we also invite agencies to also recommend any other success criteria they could capture in the survey. We know British products may be quite niche to many so understanding view from those who currently vs those open to buying is of value.

There would be a need to reviewing how these scores compares across key export categories e.g. Meat (broken out by type), Dairy (focus on Cheese), Potato based Snacks etc.

Meat Focus: Category buying behaviour

- Capture key purchase motivations when buying meat - across a range of factors such as quality, appearance, health, food safety, nutritional value, price, origin, animal welfare and environmental sustainability.
- What are the key purchase drivers for consumer across meat - examine what factors are common across all primary meat products and which are unique to beef, lamb and pork.
- Examine factor which impacts how consumer judge the quality of food products. How does that differ across beef, chicken, pork or lamb

Role & opportunities for 'British red meat'

- Understand where the role of origin sits in purchase decision for meat. With a particular focus on 'British meat'
- For those who do currently buy British capture reasons for doing so.
- Capture the likelihood to buy existing British meat products – broken then buy meat type
- Further capture perception from consumer if consumer appeal goes beyond 'British' into individual meat from named countries – e.g. view on English/Scottish/Welsh red meat products

Creative Diagnostics

AHDB wish to explore consumer reaction to some existing and new logo/material that are used within the export markets. There would be a need to test the visuals lightly across all the markets. Capturing the hierarchy of what visuals are most effective in driving appeal/interest and Intent to buy British food. While also highlighting were particular markets where some are more effective than others. AHDB would accept topine diagnostics but welcome agencies recommendation on methods/measures that could capture what elements of the logo/visual worked well through the online survey.

Creative testing objectives

- Explore whether the creatives provided inspiration / motivation to make them consider the purchase of British meat
- To test/discuss with consumers a range of 'tag line' statements used as part of the creative material.
- Extract the key elements of each communication route that jumped out to consumers. For instance Sustainability, Tradition, Heritage, Provenance. Not all these are These points may be to varying degrees in the visual
- Pick out barriers and key area of improvement for creatives so the AHDB marketing/creative team can work to adapt the output post research.

Current the visuals would cover variations across 6 areas. Three are centred more around logo use with the other new creative posters,

Logo's: Quality Standard Mark / Red Tractor / PGI Logos

Creative visuals: Food is Great concepts plus two new routes around 'Quality Britain' and 'Love, Buy, Eat' (both not currently visible/live to market).

More details on the creatives is found in the 'creative supplied' part of the brief later in this document.

We accept there would be challenge in going into great depth on these online and budget restrictions mean we accept there would be more of a quantitative view on this to cover the multiple visuals across all the markets. With that in mind AHDB welcome agencies recommendations on approach/fit to capture reaction to creatives within the budget.

Post Project 1: Custom Creative Re-testing: AHDB would like to receive a custom bolt on option/methodology from recommendation from agencies around re-testing creatives once findings from the initial online survey are in. AHDB would like to have sight of/create a customised package with an agency. This would aiming to re-test visuals capturing top line diagnostics of visuals in a similar fashion as was detailed earlier. The costs options should provide the ability to flex which countries and how many visuals being re-tested. This is due to the number of visuals needing a re-test and the relevant markets to test in is unknown at this stage and is dependant on the findings from project 1. The scope/budget of this is outside of the requirement of project 1 so should be detailed separately. Agencies will not be disadvantaged for project 1 if these services are not available. AHDB also welcome agencies views on best ways to approach any potential creative re-testing.

Project 1: Optional Bolt on Dairy

AHDB would like agencies to provide the costing for Dairy as a separate bolt on option within project 1 with stand-alone costing. The Dairy work would not be covered in all the same markets – targets markets covered in later sections. AHDB require the Dairy research to be conducted in consistent fashion through an online survey with consumers. The key dairy product which is exported is Cheese so AHDB wish to focus heavily on that area of the market.

Dairy category objectives:

- Obtain consumers existing motivations towards purchasing dairy products, with a particular focus on cheese - across a range of factors such as quality, appearance, health, food safety, nutritional value, price, origin, animal welfare and environmental sustainability.
- Examine the attitudes towards 'British cheese', Is it an attractive option, if so what are the attractions for British cheese, along similar themes as above e.g. quality, taste and tradition.
- Capture the likelihood to buy existing British cheese products. Level of appeal of cheese varieties or across a range of flavour combo's
- Understand degree to which consumer appeal goes beyond 'British' into individual dairy product from named countries – e.g. do consumer look for any individual countries – e.g. English/Scottish/Welsh Dairy products (Cheese focus)

Dairy Creative testing (for phase 1)

This would run similar structure to the meat creative testing creatives, where the supplier will focus in on cheese exports. Current the visuals would cover variations across 3 areas. These being: Red Tractor / Food is Great concepts plus a new route around 'Quality Britain (not currently visible/live to market). For each of these there would be 3-4 different cheese based visuals to test with consumers.

The objectives remain the same for project 2 – South East Asia and project 3 N.America. There is a desire to follow a comparable online survey methodology – in the main the survey be very similar but there may be firmer focus points to draw upon in any questionnaires.

For instance **Project 2:** South East Asia: Questioning would More focus around food safety and the importance around freshness. Picking a gather more depth beyond the [Horizon report which focuses on the consumer trends in Asia](#).

Project 3: N.America : More focus around food production eg Food standards, Welfare, Sustainable, Hormone-free. Exploring the context of how British products fit into the needs of consumers across these themes. Touching on some of the themes brought out by the country focus reports written on the [USA](#) and [Canada](#).

Project 2 & 3 Custom Creative Re-testing - Similar to project 1, AHDB would also like custom rate card for re-testing creatives. The scope/budget of this is outside of the requirement/budget for project 2 and 3 - so should be detailed separately. Agencies will not be disadvantaged for project 2/3 if these services are not available. AHDB

	also welcome agencies views on best ways to approach any potential creative re-testing.
Requirements	<p>The proposal must clearly demonstrate that the research objectives listed above will be met.</p> <p>The methodologies used to achieve the research objectives must clearly be identified in the proposal with clear demonstration of how the approach achieves the objectives.</p> <p>The quality of the methodologies will be scored in line with the scoring criteria and agency must clearly show how they are relevant and link to achieving the research objectives.</p> <p>Any research tools e.g. recruitment screeners, questionnaires etc. used by the successful tenderer must be approved by AHDB prior to any fieldwork taking place. These need to be detailed into the timing plan.</p> <p>The full and comprehensive cost breakdown must be provided.</p> <p>The marketing agency doing the creative work can provide creative material for testing it will cover material across print, posters and digital. AHDB can work with agencies to supply creative material/tailor the format needed. at the kick off meeting.</p> <p>Any other costs (such as out of pocket expenses) that may be incurred by the projects must be included in the proposal and detailed in the breakdown.</p> <p>The proposal must also include the following details for each of the projects :</p> <ul style="list-style-type: none"> • Name and full contact details of the project manager that would be leading each project. • CV of project managers assigned to each of the projects - . • Key targets and dates of achievement (timetable). • A breakdown of costs for all stages of the project excluding VAT • A breakdown of the number of days and day rates for each stage of the project including both fieldwork and non-fieldwork stages of the project. • Details and experience of any 3rd party agencies that will be used to deliver the research project. Clearly indicating the stage in which they would be involved and the percentage of works that would go to a third party. • Details on how agencies will manage any risk associated with capturing responses from consumer in light of Covid-19. Where relevant highlight how agencies would adapt plans to recruit and gathering responses from target samples. <p>Agencies must clearly mark their <u>recommended route to achieve objectives</u> and <u>final lump cost</u> in delivering project 1. Variations in</p>

	<p>sample options with linked costs can be provided but it is the cost of agencies recommended route that proposals will be evaluated in section 4. Agencies must also provide separate costings solutions for potential project 2 & 3 as they would be separate budgets and may not run together.</p> <p>Appendix A: Costing Summary file: A full and comprehensive cost breakdown must be provided. In order to allow for a comparison across agencies please use the AHDB summary costing table (which can be found in the Commercial envelope) which attached with the brief. Agencies should provide a summary of deliverables and services that sit behind the summary costs supplied in a format they see fit. Agencies must ensure these correlate back to the amount provided in the AHDB costing sheet.</p> <p>The costing table will look at the costs for projects 1-3 along with the optional bolt on for Dairy annual along with the cost to AHDB over the lifespan of the contract. In order to score the cost section, AHDB will look at the total cost over the potential lifetime of the contract (agreed project 1 but options to expand to project 2 & 3). This will also include the optional bolt on for Dairy for assessment purposes but exclude any custom rate card options for re-testing creatives.</p> <p>Your proposal must demonstrate how a process for quality control will be followed along with adherence to MRS code of conduct.</p> <p>Terms of use This research would be bespoke to AHDB ability for AHDB to use findings with wider stakeholders/industry. The information from this project shall be deemed Confidential Information. To be used as deemed fit by AHDB. Agencies can be given prior sight of content for media/PR usage. Agencies are require to share in the proposal any sharing restriction or use of data that would come from this research.</p>
<p>Target Market / Audience</p>	<p><u>Project 1: Within EU Markets</u></p> <p>Countries covered: For the purpose of the research we wish to focus on the following areas. While we wanted to cover all areas we do see the weighting adjusted slightly towards the size of the current export levels.</p> <p>High - France, Belgium*, Med - Germany, Netherlands, Low - Poland and Scandinavia**</p> <p>Consumer Sample: Broadly nat rep in terms of gender, age but excluding households in the lowest income bracket</p> <p>Additional notes on targets</p>

Income bracket – The background context is that British product tend to be higher priced and so may not be a key consideration for low income household. Past research has excluded lowest income household. However Agencies can recommend their best approach to do this. For instance if they wish to sample all and break/code in analysis that is also acceptable.

***Scandinavia* – AHDB export across all four Scandinavia countries – We accept this means essentially four individual markets to survey (Sweden, Denmark, Finland and Norway). AHDB want to capture views across all four but do accept a lighter survey maybe needed to fit within overall budget. Capturing the level of appeal of British and nay drivers would be of most value. If agencies can detail the depth of objectives they could cover in those lower priority markets to fit within the budget allocated to project 1. For context out of the four markets Denmark (78%) has larger share of red meat export followed by Sweden (20%) with the small remainder similarly spilt into Norway and Finland. We would accept a heavier sample/depth of survey in Denmark and lighter question coverage in the others as long as a very top line appeal of British food (mainly meat) can be captured in a survey across all.

**Belgium:* Within Belgium we are aware there are different languages spoken and varies across regions – For this study AHDB would like to capture surveys results across both Flemish (Dutch) and French. But would accept lower samples across those to fit within the overall budget. Similar to Scandinavia if agencies can detail in the proposal their approach to tackle this.

Online Survey filters / data breaks:

AHDB require the online survey to include those who have joint or sole responsibility for household food purchasing decisions. Then the following characteristics are those AHDB wish agencies to analyse so it's important that agencies detail how they would code/capture in the survey.

Data break –

- Cook from scratch at least once a week.
- Open to the idea of eating red meat – such as beef, lamb and pork. Code up and data break on non-meat eaters
- Open to the idea of buying British Meat and Dairy (but don't have to necessarily do so currently).
- Current buyers of British products – further splits on buyers of meat and then that of dairy (cheese)

Reason from consumers around why they may reject British products can be gathered in quant research, noting the broad reason for rejection. But it should not dominate any research in sample markets.

Dairy bolt on:

	<p>Same data breaks in questionnaire as above just replacing red meat with cheese within the 'Open to the idea of eating' filter to close out any who never eat cheese.</p> <p><u>Sample Coverage – projects 2 & 3</u></p> <p>Project 2: South East Asia High - China, Hong Kong, Japan Med –Singapore, Taiwan Low – Vietnam, South Korea <i>Sample target filters same as project 1</i></p> <p>Project 3: N.America High - USA – sample to target across regions picking out if there are any variations. Regions New York / Florida / San Francisco Med –Canada –Regions Toronto / Montreal Low – Mexico</p> <p><i>Sample target filters same as project 1</i></p> <p><i>Bolt on: Dairy (Focus on Cheese) –Dairy bolt on focus solely on the following countries</i></p> <p>Project 1: EU – France and Germany</p> <p>Project 2: SE Asia- China, Hong Kong, Singapore, Vietnam</p> <p>Project 3: N.America- New York, San Francisco, Florida, Mont, Toronto</p>
<p>Creatives supplied</p>	<p><u>Project 1: Within EU Markets</u></p> <p>AHDB would supply visuals which would cover variations across 6 themes.</p> <ol style="list-style-type: none"> 1) Quality Standard Mark 2) Red Tractor 3) PGI Logos 4) Food is Great concepts -example link is Taste of Britain used in Japan <p>Plus two not currently visible to market</p> <ol style="list-style-type: none"> 5) 'Quality Britain' 6) 'Love, Buy, Eat' - GB Logo <p><i>Items 1/2/3/6 are centred around logos that may feature as part of a poster material but also on-pack prompts for consumers.</i></p> <p><i>Items 4&5 – Creative concepts that go beyond a logo - centre around give a more visual communication of British food.</i></p> <p>For each of these there would be 2-3 different visuals to test with consumers. These are like to be across a range of packaging, boxes, in-store POS and possibly rolled out across Export brand including</p>

	<p>stands and brochures. <i>Links serve to help with examples/background they are not confirmed content.</i></p> <p>Boards and digital stimulus would be supplied by AHDB. Digital copies will be supplied to the research agency by AHDB by in time for fieldwork to take place.</p> <p>For the <u>Dairy bolt</u> on for project 1: Focus in on cheese exports. Current the visuals would same themes with the exception of 'Quality Standard Mark' which is just meat based. The creatives requirements for dairy for projects 2 and 3 follow the same structure as project 1 in the EU.</p>
<p>Budget</p>	<p>A budget of £60,000 ex VAT is available for content marked for Project 1: Role of British and meat focus - EU Markets</p> <p>Agency then to also supply a separate costing for supplying a Dairy bolt on for project 1: EU which focuses on France and Germany. A budget of £15,000 ex VAT is available for the dairy bolt on within project 1 (this sits separately to the £60k budget on the role of British and meat focus budgets). Agencies must indicate what can be achieved within this £15,000 budget as this is the maximum amount available.</p> <p>Budget of £40,000 is available for each of the subsequent optional bolt ons for project 2 South East Asia and project 3 N.America.</p> <p>Agencies to supply similar separate costings bolt ons for Dairy for projects 2 & 3 based on the countries coverage detailed earlier. The Dairy bolt on's for projects 2 and 3 are both set at £12.5k.</p> <p>A topline costing excel is provided as an appendix which we ask agencies to complete. Background costing which sit behind this can be adapted to the format which suits agencies.</p> <p>Please note that AHDB do not have a firm timeframe/sign off for budgets for project 2 or 3 at this stage. It would be preferable that the winning agency in place for project 1 can also complete project 2/3, therefore allowing AHDB to work with a single agency if these projects take place.</p>
<p>Timings / Deliverables</p>	<p>Timing Requirements:</p> <p>Project 1: Within EU Markets</p>

	<p>From the date of the kick off meeting/call, a full de-brief for project 1 would need to be achieved by 7-9th December 2020.</p> <p>AHDB do not have a firm timeline linked to project 2 or 3 but would asking agencies to outline timeframes to carry out this research e.g. Week 1 kick off meeting, weeks 2-6 fieldwork etc. covering the headings above. With the overall outline clearly marking the number of weeks to allow from commissioning to debriefs for each project.</p>
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4. Structure of submissions and evaluation methodology

Evaluation of the tender will be undertaken in accordance with the following criteria and weightings:

80% of the evaluation weighting will be based on the quality of the proposal.

- Demonstrate a clear understanding of the brief and research objectives as described throughout this proposal. (5%)
- Outline a clear approach, highlight any proposed techniques to be used in the methodology and/or analysis – clearly showing their relevance and how they link to achieving the research objectives. (45%)
- Describe your abilities to carry out research across the required regions across projects 1/2/3. Clearly demonstrate how learning from project 1 could be factored into possible subsequent bolt ons in project 2 & 3. (10%)
- Provide an objective and well-structured proposal, clearly laying out the required information, including a detailed breakdown of costs and a project plan with a timeline, identifying any risks/key dates. (5%)
- Demonstrate how a process for quality control will be followed for recruitment, moderation and interpretation/presentation of findings (5%)
- Ability to use bespoke research within terms of use – proving the ability for AHDB to use findings with wider stakeholders/industry (5%)
- Experience of project manager and supporting team in delivering similar projects in terms of methodology, location, food sector, communication objectives (5%)

Please note: a minimum score of 60 out of 80 is required in this section to be appointed by AHDB on this project.

20% of the evaluation weighting will be based on the cost of the proposal.

- To enable comparability of proposals, a breakdown of costs (by key activities) with fieldwork costs split by location, to be provided. This is to be uploaded into the Commercial envelope on Bravo (20%)

Your proposal must illustrate how you will meet the service requirements set out above and describe how you plan to deliver this service to AHDB.

Your proposal should be submitted no later than noon on the 8th October

For any queries or clarifications, these are to be submitted via the messaging system on Bravo, no AHDB stakeholders are to be contacted directly, these will be handled by the Procurement team at AHDB.

As a guide, proposals for an agency pitching for this project should not exceed 10 sides of A4. Copies of CVs can be treated outside of this estimate.

AHDB will review tenders following the closing date, and may seek further clarification from agencies in regards to their submission as part of the process. AHDB reserve the right to seek alteration of individual tenders to meet the exact requirements and to decline all tenders should the requirements not be met.

Supplier documents

2 RESEARCH OBJECTIVES

Below is our paraphrasing of your objectives to cover all markets as well as the objectives of the optional dairy bolt-on.

Review wider purchase habits and perception around British food

- Examine the current perception of British imported products within each target market with a focus on British meat.
- Understand how much exposure the consumer has had to buying British in their country
- Explore consumer views across key territories along with the role of British exploring a wide range of topics.
- Review how appealing is it for consumers that descriptions go beyond 'British' into individual countries. Evaluate the weight that talking to consumers describing products from "England, Scotland, Wales" holds with consumers.

Appeal of British: Evaluate how attractive British imported products are with consumers across the range of target markets. Key information would be the level of appeal/attractiveness and propensity to purchase.

Meat Focus: Category buying behaviour

- Capture key purchase motivations when buying meat - across a range of factors such as quality, appearance, health, food safety, nutritional value, price, origin, animal welfare and environmental sustainability.
- What are the key purchase drivers for consumer across meat - examine what factors are common across all primary meat products and which are unique to beef, lamb, and pork?
- Examine factors which impacts how consumer judge food quality. How does that differ across meats?

Role & opportunities for 'British red meat'

- Understand where the role of origin sits in purchase decision for meat. With a particular focus on 'British meat'
- For those who do currently buy British capture reasons for doing so.
- Capture the likelihood to buy existing British meat products – broken then buy meat type

- Further capture perception from consumer if consumer appeal goes beyond 'British' into individual meat from named countries – e.g. view on English/Scottish/Welsh red meat products

Dairy category objectives:

- Obtain consumers existing motivations towards purchasing dairy products, with a particular focus on cheese - across a range of factors such as quality, appearance, health, food safety, nutritional value, price, origin, animal welfare and environmental sustainability.
- Examine the attitudes towards 'British cheese', Is it an attractive option, if so, what are the attractions for British cheese, along similar themes as above e.g. quality, taste, and tradition.
- Capture the likelihood to buy British cheese products. Level of appeal across a range of flavour combo's
- Understand degree to which consumer appeal goes beyond 'British' into individual dairy product from named countries – e.g. do consumer look for any individual countries

Creative Diagnostics

AHDB wish to explore consumer reaction to some existing and new logo/material that are used within the export markets. Capturing the hierarchy of what visuals are most effective in driving appeal/interest and Intent to buy British food. While also highlighting markets where some are more effective than others.

- Explore whether the creatives provided inspiration / motivation to consider purchase of British meat/cheese
- To test/discuss with consumers a range of 'tag line' statements used as part of the creative material.
- Extract the key elements of each communication route that jumped out to consumers. For instance, Sustainability, Tradition, Heritage, Provenance. These points may be to varying degrees in the visual
- Barriers and improvements for creatives so AHDB can work to adapt the output post-research.

Each of our sections will have a summary statement identifying how each will deliver your project objectives

3 A SUMMATION OF OUR STRATEGY AND APPROACH FOR THIS RESEARCH

Exporting has always been a key foundation of the UK and a huge driver of our identity across the globe. We as a nation are proud of our characteristics and feel that the goods we export reflect our society.



This is also true when it comes to our food exports, proud that it is an embodiment of what makes Britain Great (as the export campaign asserts). However, views and characteristics of the UK vary massively from market to market. Encompassing such extremes as the bustling metropolis of London to beautiful isolation of the Scottish Highlands, and from the luxury of smoked salmon to the ubiquity of fish and chips.

The Horizon report of 2018 started to look at the variations across global markets. While the key finding was a lack of awareness of the defining qualities of British produce, where awareness was higher, positive comments also arose - so we can deduce that communication will increase appeal and motivation, providing

exporters with a great opportunity to paint a picture and develop a story in the minds of international consumers.

Therefore the research should be designed in a way that maximises learnings for the different ways this research will inform strategy. Specifically:

- Understand which markets are most fertile and open to buying British produce (especially meat and dairy)
- Identify the key category insights that drive appeal and motivation to British produce so that markets beyond those researched can be identified as being ripe for targeting in the future
- Understand what messages and territories most influence purchase decisions
- Recommend how they can be best created into creative assets for deployment

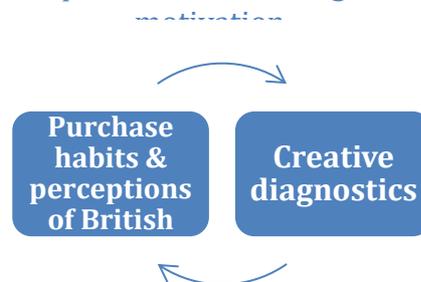
Looking at your objectives it would be easy to split this into 3+ projects; firstly to identify key communication messages and strategies from broader consumer insights, and then secondly exploring and diagnosing the potential success of creatives to deliver key messages that drive the appeal and motivation of British meat and dairy. Finally refining that creative and exploring and diagnosing again in another round of creative testing. However, we understand the commercial realities mean we must create a design that allows learnings to be maximised in 1 or 2 waves at most.

A smart design can not only compress the waves but using findings from each to inform the findings of the

Our learnings on category drivers will explain performance of the creatives

other.

Our learnings on the creative will provide further insight on the key drivers of appeal and



We have considered how to address the dairy team's objectives in a way that ensures we fully report on the specifics of marketing dairy (cheese) as an export. We have designed the study into two surveys which will be similar but separately served to relevant audiences, instead of creating one very long survey which leads to lower respondent engagement and increased dropouts. We will analyse the surveys in parallel to make comparable recommendations.

How will this thinking deliver the objectives?

Key strategic planning will be enabled from a research approach that ensures the most fertile markets can be identified with clear understanding of what purchase habits and perception are driving the recommendation. In addition, diagnosis of the creative assets will be within the same design so that sufficient detail is gained to make actionable recommendations, with the drivers of success being identified via purchase habits and perceptions as well as direct responses to the creative.

4 DETAILED OUTLINE OF OUR APPROACH

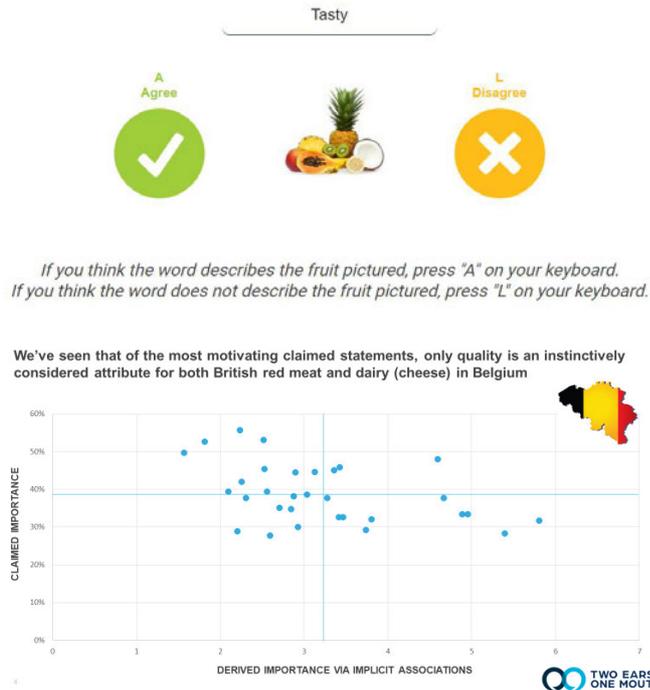
We agree with your suggestion of an online quantitative survey approach. It is the best format to achieve the objectives by being able to reach the right type of participant and maximising engagement by offering a survey that's sufficiently interesting and absorbing to avoid drop-out. Our surveys can be completed using PC, tablet or mobile to maximise reach and participation. Crucially, we have run a large number of online quantitative studies during COVID related lockdown periods and are confident of our ability to achieve in field via this methodology even in the face of any further lockdown measures internationally.

We have experience of conducting research in all markets contained within the brief for Projects 1, 2 & 3. We have included case studies of recent projects that demonstrate this experience in key regions.

Survey design

Your objectives could point to utilising both quantitative and qualitative methodologies. However, we realise the commercial realities mean we must create an approach that builds both into one survey and captures both hard numbers as well as an understanding of the underlying reasons why. Therefore we suggest a number of tools and techniques be built into the quantitative survey.

- **Open ended questioning** allows respondents to fully explain their feelings without limit. The value is in the qualitative detail they provide in their 'raw' state. 'Hearing' how consumers in each market describe how they feel about British food in their words will be invaluable for the insight in this project as well as a resource for the marketing/ creative team going forward as the assets are created. Where surveys are completed in non-English speaking market, a representative sample of verbatims will be translated to aid insight.
- **Implicit reaction time test**: it is important to understand the true picture of how people act and feel, and one way is to use a more objective survey method in addition to direct questioning. Implicit reaction time test is a neuroscience approach that offers a valuable tool to complement traditional quantitative survey questions. Implicit reaction time tests can detect the associations that consumers have with subjects and their importance to them.
 - We would understand consumers' underlying instinctive response to aspects of Britishness, including differences by region, product type etc. This would include quality, appearance, health, food safety, nutritional value, price, origin, animal welfare and environmental sustainability to understand the breadth and depth of feeling in context. These instinctive responses, when analysed against explicit views about the issues will help us understand the key emotional and rational response that will drive appeal and motivation of British red meat and cheese.

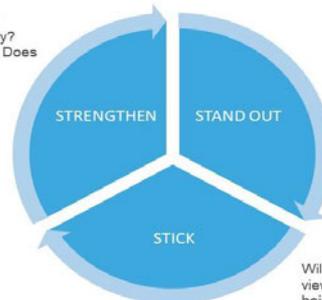


- Creative Evaluation Module:** We have conducted a significant number of creative evaluation projects for AHDB as well as other clients and will use our tried and tested creative evaluation approach which is based on understanding your creative's potential against the key criteria that predict success. This has been integrated into other creative research for AHDB including 'milk your moments' and 'ordinary food'. Importantly, the approach we use can be applied to any media including print, posters and digital referenced in the brief. We can also tailor questions to incorporate more varied stimulus such as logos, packaging, in store POS and other materials.

Creative development evaluation

Your evaluation criteria cover key success dimensions for effective advertising

What impact does it have on perceptions of meat and dairy? What is driving that impact? Does it reassure to purchase and consume?

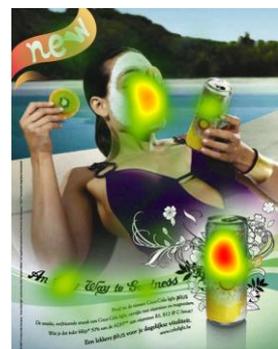


Do consumers notice it in the first instance? Does it hold their attention? Is it what they would expect?

Will consumers remember it after viewing? Is it easy to process what is being communicated? Does it say something relevant for meat or dairy?



- Eye Gaze Heat Mapping** is a technique we would recommend using in this research to understand how consumers are processing the creatives we show them, in particular what elements of the logo / visual work well. It is especially effective for static stimulus and involves asking respondents to click on which areas of the creative caught their eye first, and subsequently. Understanding how creative is consumed through eye gaze will help diagnose opportunities for optimisation alongside core metrics. We have wide experience of both heat mapping and eye-tracking. Both are extremely useful and occupy a similar space in terms of their insight areas. In this case we recommend heat mapping as it enables more efficient use of survey time and respondent sample.



We recommend a 12-minute survey for red meat and 8-minute for dairy. The surveys would be similar in style and questions to enable cross analysis. We decided on this approach vs one longer combined survey for several reasons:

- There will be significant similarity between the questions asked for meat vs dairy which would make it highly repetitious if the surveys were combined. This risks a decrease survey quality and increases the likelihood of drop-out
- Those that access surveys via mobile are significantly less likely to take part in long surveys (over 15 minutes) and even if they start, their likelihood to drop-out is also significantly higher
- Markets such as Mexico, China, and Vietnam where economies have developed relatively recently have much lower PC ownership and many consumers only use a smartphone so a mobile-enabled study is vital here.

We would closely work with AHDB stakeholders on the questionnaire but suggest this as an embryonic design. The design assumes core consistency across markets for cross comparability and inclusion of tailored questions by market where needed e.g. food safety and importance of freshness in South East Asia & food standards, welfare, sustainability, hormone-free in N.America

MEAT SURVEY - 12 MINUTES TOTAL	DAIRY SURVEY - 8 MINUTES TOTAL
IMPLICIT ASSOCIATIONS 1 MINUTE	IMPLICIT ASSOCIATIONS 1 MINUTE
GENERAL ATTITUDES 3.5 MINUTES Perceptions of British for different foods (inc. potato based snacks) Buying habits Purchase drivers England / Scotland / Wales perceptions Attractiveness / likelihood to purchase British	GENERAL ATTITUDES 0.5 MINUTE Buying habits Attractiveness / likelihood to purchase British
MEAT ATTITUDES 3.5 MINUTES Purchase drivers by meat types Quality drivers by meat type England / Scotland / Wales perceptions by meat type Attractiveness / likelihood to purchase British by meat type* Reasons for non purchase	DAIRY ATTITUDES (FOCUS ON CHEESE) 3.5 MINUTES Purchase drivers by dairy type & attitudes to British cheese Importance of British by dairy type England / Scotland / Wales perceptions by dairy type Attractiveness / likelihood to purchase British by dairy type / cheese types* Reasons for non purchase
CREATIVE DIAGNOSTICS 3 MINUTES Core diagnostics – stand out / communication / appeal / intent to purchase / open likes & dislikes / eye gaze heat map diagnosis Tag line diagnosis	CREATIVE DIAGNOSTICS 3 MINUTES Core diagnostics – stand out / communication / appeal / intent to purchase / open likes & dislikes / eye gaze heat map diagnosis Tag line diagnosis

* In addition to core attractiveness / likelihood to purchase metrics we recommend considering the addition of a softer metric such as 'interest in finding out more' about products to capture niche areas that consumers may not have had exposure to previously. Implicit associations will also be invaluable here to diagnose underlying openness to British products vs claimed.



We can reduce the length of the dairy survey vs red meat because the initial section on general attitudes to Britain and buying British will be asked only in the red meat survey, but then cutting that data by those who eat dairy to provide specific insight. Based on previous work with AHDB we anticipate enough overlap in consideration to allow this data analysis.

Given Projects 2 & 3 are expected to follow Project 1, it is highly likely that findings from Project 1 would feed into the subsequent work streams. Should they go ahead, we would review the questionnaire and sampling design of Projects 2 and 3 in light of previous learning in a manner similar to the recent Reputation project, to ensure maximum relevance and targeting of Insight.

How will this thinking deliver the objectives?

A consistent core design across red meat and dairy in all target markets will allow the data to be analysed across all key dimensions; by red meat and dairy (cheese), by market, by current or potential purchase of British products or by different regions. Tailored questions can be included where needed by market to explore key issues at play and implicit associations along with claimed metrics will paint a true picture of attitudes to British by market. By separating the meat and dairy surveys but appending the creative asset exploration to each, we can compare responses by red meat and dairy as well as understand what are the key data breaks that drive appeal and motivation from the assets.

Ultimately our analysis will deliver a hierarchy of markets for each product type with clear recommendations on which assets have most potential and guidance on how they can be optimised. Utilising our creative evaluation approach including eye gaze heat mapping will provide a consistent and normative view of performance which will be invaluable when cutting through the large number of 'scores' by product type/ market etc

Sample design

We have defined the sample for the purposes of this proposal and costs as 'those who never exclude red meat or dairy (based on questionnaire) from their diets and who would consider buying British produce in their market', estimating incidence rate based on the Horizon report considering those that never eat red meat/ dairy and using any who expressed negative comments about British produce as a proxy for those who would not consider British produce. This leads to the following incidence rate calculations though we would welcome further discussion on precise incidence rates.

	IR		IR		IR
France	81%	China	87%	USA	89%
Belgium	81%	Hong Kong	87%	Canada	89%
Germany	81%	Japan	87%	Mexico	89%
Netherlands	81%	Singapore	87%		
Poland	81%	Taiwan	87%		
Scandinavia	81%	Vietnam	87%		
		South Korea	87%		

We do not recommend applying demographic quotas as part of the learning will be to provide socio-demographic insights based on attitude to British produce e.g. it's likely this sample would be more affluent than average overall.

We would ask questions to identify sub-samples to analyse key criteria as outlined in the brief such as those who are **more affluent, chief shopper, current purchasers of British (meat, dairy & cheese)**, those who **cook from scratch at least once a week, open to the idea of eating red meat vs not & open to the idea of eating dairy vs not etc.**

The sample would be recruited from our panel partner, Kantar Profiles, using their industry-leading global panel. This is the only third party supplier we would use. They would be fully managed by our team, and involved in the fieldwork and data collation stages. This would amount to approximately 30-40% of the overall project works.

We recommend the following samples in each market. Our sample recommendations have been designed with the available budgets in mind alongside the market priorities i.e. maximising sample in higher priority markets whilst still delivering robust sample in lower priority markets. We are confident that each sample is sufficiently large enough to allow a wide variety of sub-groups to be analysed and to cover creative diagnostics for at least n=6 creative routes in all markets (more creatives can be diagnosed where sample size allows). (A sample size of n=50 would give a confidence band of 13.86% points at the 95% confidence interval and can be achieved with a sub-sample group of 2.27% in USA and 10% in Vietnam).

Red meat sample					
PROJECT 1		PROJECT 2		PROJECT 3	
France	2,000	China	1,500	USA made up of	2,200
Belgium made up of	2,000	Hong Kong	1,500	New York	800
French	1,000	Japan	1,500	San Francisco (max. available)	600
Flemish	1,000	Singapore	1,000	Florida	800
Germany	2,000	Taiwan	1,000	Canada made up of	1,000
Netherlands	2,000	Vietnam	500	Toronto	500
Poland	2,000	South Korea	500	Montreal	500
Scandinavia made up of:	2,000			Mexico	1,000
Denmark	1,475				
Sweden	375				
Norway	75				
Finland	75				
Dairy sample					
France	2,000	China	800	USA made up of	1,200
Germany	2,000	Hong Kong	800	New York	400
		Singapore	500	San Francisco	400
		Vietnam	500	Florida	400
				Canada made up of	500
				Toronto	250
				Montreal	250

How will this thinking deliver the objectives?

Rather than having a consistent sample size in each market which would place an artificially lower number in some markets to enable homogeneity, we have chosen to maximise sample sizes in each

market for each available budget in the brief. Larger samples ensure that as many sub-samples can be analysed as possible. Given that part of this project is U&A in nature e.g. identifying key similarities and differences across markets, understanding perception of British imported products etc, it's vital to be able to understand discriminating factors across all the areas of exploration. We have also provided minimum samples of the lower priority markets so that they can still be analysed (e.g. Norway and Finland) so that the business can be clear on their potential for British products. Our approach is designed to ensure maximum depth and breadth of insight.

Post Project 1: Custom creative re-testing

For this research requirement we recommend a fast-quantitative study like previous 'Milk the Moments' and 'Ordinary Food' projects.

We would use our creative evaluation approach outlined above that identifies the key criteria that predicts success in-market as well as bespoke questioning to understand how the current creative works for consumers in a similar way to the previous round of research to allow comparability.

Several question areas within our core framework will uncover consumer reaction to the content of the creative. e.g. likes (open question), dislikes (open question), emotions felt while looking at the creative.

We recommend an **n=300 sample** which is a cost-effective base size offering the opportunity to split the sample into different audiences to understand deeper reactions. We would use similar recruitment criteria to the previous research and split the sample between red meat/ dairy as required. The survey would be 8 minutes in length which would allow us to show 3 creatives across the sample (each respondent viewing and responding to two selected at random and yielding n=200 base size per creative). A bolt on cost for additional creative routes is stated within the costs in this document.

5 WORKING WITH YOU COLLABORATIVELY AND DELIVERING RESULTS

In our experience working collaboratively throughout the process means a greater likelihood of success as everyone understands the task the project needs to fulfil, what the wider teams need, and what actions will be taken as a result of the insights. We place significant importance on a thorough kick-off meeting to serve as a prime opportunity to start this collaborative process with an opportunity to discuss the project with key stakeholders.

Importantly we would welcome collaboration and involvement with AHDB stakeholders throughout the process, we do not wish to simply 'arrive' with the results at the end of the project.

Ultimately though we take the utmost pride in our debrief and reporting style. The challenge we set ourselves is both simple, and blunt.... if a debrief is not acted upon, we have failed. To this end, we treat each debrief as a communication vehicle, and make findings as insightful and impactful as possible to enable decisions to be made. This means ensuring that the full range of findings are delivered while focussing the debrief on the key insights that can drive policy and communication for AHDB in a way that delivers success for all stakeholders.

At the end, along with to a full workshop style debrief delivered face to face or via Teams, the following will be supplied:

- electronic copy of full debrief
- data tables and cross-tabulations of the results in Excel
- heat map visuals from creative testing

How will this thinking deliver the objectives?

This research will generate a huge volume of findings with many different dimensions to consider. In order to end with a clear set of insights that can feed into meaningful strategic planning it will be vital for the analysis to be a collaborative process to ensure that recommendations are actionable and span the breadth from understanding the perception of Britishness right through to clear diagnostics on creative assets.

6 OUR RELEVANT EXPERIENCE

Many of our projects involve uncovering and analysing consumer perceptions, beliefs, truths, and misconceptions. This is at the heart of what we do. Whether brand U&A studies, or wider category pieces, our expertise and experience in uncovering what lies within consumer brains is of the highest quality.

Much of the work we do spans global markets. We are used to multi-national project management, with proven systems for efficient success that will be invaluable for this project. Relevant case studies include:

Coventry University (May 2015 - Ongoing) International Demand Optimisation For UK University



- **Markets Covered:** *China, Hong Kong, India, Indonesia, Jordan, Malaysia, Nigeria, Oman, Pakistan, Poland, Russia, Thailand*
- **Methodologies Implemented:** *Online Quant, Implicit Association Analysis, Online Qual*
- We have been working with the International Office at Coventry University for 5 years. Our initial involvement was to help promote Coventry University to International students amidst a competitive set including other domestic Universities, but also Universities in the likes of Australia, Canada & the USA.
- We found that whilst Coventry, as a city, is not particularly 'fashionable' within the UK, internationally, the credibility of its teaching heritage, particularly in Engineering, and its proximity to a plethora of tourist attractions (*the UK is, after all, a very small country compared to some of their target student home markets*) make Coventry a highly desirable destination for study.
- Since then, we have worked with them to understand the impact of Brexit on the UK's and Coventry University's reputation and perception of 'welcoming inward travel.' This has all been on a wide international basis – typically involving c20 international markets.
- Most recently, we are currently live with a project to understand the impact of COVID-19 on willingness and desire to travel to the UK for study. This is taking in wider attitudes towards general travel to UK.
- We achieved all the above via a combination of, multi, individual market quantitative surveys (typically n=500 per market) & remote qualitative techniques including depth interviews & focus groups (conducted via video link)
- We have presented to the highest level within the University organisation and enabled the International Office to develop and refine its offer to a place where it is one of the leading International Student Educational Establishments in the UK.

Adecco (Sept 2020 - Ongoing) Global New Product Positioning



- **Markets Covered:** *France, Italy, Japan, Spain, UK, USA*
- **Methodologies Implemented:** *Online Quant – both B2B and B2C*
- We are currently working with Adecco to help develop and guide the positioning of a new service and brand. The project subject matter detail is extremely confidential, however we are working with our client to explore reaction in a number of different markets, amongst a relatively niche target group, consumer wise, and a very tight B2B sample.
- We will be presenting back findings roughly one week after the start of fieldwork, having worked closely with the client to define and refine a questionnaire flow in advance.
- We are interviewing a sample size of n=100 per market in the B2C sector and n=80 per market in the B2B sector.
- Our client has been consistently impressed by our consultancy and advice on both approach and sample sizes – ensuring efficient use of budget whilst delivering statistically valid findings that they can have confidence in.

How will this thinking deliver the objectives?

Our international experience will be invaluable on this project as we understand how to manage differences across markets and report those back in a meaningful way. This is especially true of international communication research where it is likely that each market will be unique in some way and have different associations with British produce and respond differently to the creative. The organisation will not be able to create different assets for each market so careful analysis and recommendations will uncover the key strategic recommendations that uses the creative in the most effective way across the most markets with export potential.

7 TIMINGS

We know the project will need to be run and delivered at pace and as a nimble-structured agency we are comfortable with meeting the timescales in the brief. Guideline timescales for Projects 2 and 3 are below with a timeline from commission to debrief of 5 weeks.

PROJECT 1 SPECIFIC TIMINGS	Kick off meeting	9 th November	PROJECT 2 & 3 GUIDELINE TIMINGS	Kick off meeting	Week 1
	Draft quantitative questionnaire provided	11 th November		Draft quantitative questionnaire provided	Week 1
	Sign off quantitative questionnaire	13 th November		Sign off quantitative questionnaire	Week 2
	Quantitative fieldwork	18 th - 28 th November		Quantitative fieldwork	Weeks 2 – 3
	Debrief	9 th December		Debrief	Week 5

8 WHY US?

We recognise that this is a significant project for AHDB. In appointing two ears one mouth for this project, you would be appointing the most astute, experienced & committed team you could have. The people named in the proposal will be the people who will work with you, and have already worked with you, and developed a strong understanding of the AHDB organisation & stakeholders. We combine research geekery with an ability to land results and engage multiple stakeholders within an organisation. And not only are we exceptional at what we do, but we genuinely love doing it.

9

10 INVESTMENT

Our costs are fully inclusive of all expenses and are exclusive of VAT which will be charged at the prevailing rate

[REDACTED]

Our costs assume both red meat and dairy are commissioned at the same time for each of Projects 1,2 and 3 and that Project 1 is commissioned initially with Projects 2 and 3 commissioned separately

Project 1 - Role of British and Meat Focus	Overall project set-up and design - briefing meeting with AHDB, liaise with AHDB (5 days)	██████████
	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (5 days)	██████████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives, translation (where relevant) & data processing per market – France	██████████
	Belgium	██████████
	Germany	██████████
	Netherlands	██████████
	Poland	██████████
	Scandinavia	██████████
	Review insights from data, identify trends & patterns, write up findings and present (7 days)	██████████
	Total Project 1 – Role of British and Meat Focus	██████████
Optional Bolt on Project 1 Dairy	Optional Bolt on Project 1 Dairy – France	
	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (1/2 day)	██████████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in France	██████████
	Review insights from data, identify trends & patterns, write up findings and present (1 ½ days)	██████████
	Total – Optional Bolt on Project 1 Dairy France	██████████
	Optional Bolt on Project 1 Dairy – Germany	
	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (1/2 day)	██████████
	Kantar Profiles costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in Germany	██████████
	Review insights from data, identify trends & patterns, write up findings and present (1 ½ days)	██████████
	Total – Optional Bolt on Project 1 Dairy Germany	██████████
	TOTAL - Project 1 Dairy bolt on	██████████
Project 2 - Role of British and Meat Focus	Overall project set-up and design - briefing meeting with AHDB, liaise with AHDB (4 days)	██████████
	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (5 days)	██████████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in China	██████████
	Hong Kong	██████████
	Japan	██████████
	Singapore	██████████
	Taiwan	██████████
	Vietnam	██████████

	South Korea	██████
	Review insights from data, identify trends & patterns, write up findings and present (6 ½ days)	██████
	Total Project 2 – Role of British and Meat Focus	██████
Optional Bolt on Project 2 Dairy	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (2 days)	██████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in China	██████
	Hong Kong	██████
	Singapore	██████
	Vietnam	██████
	Review insights from data, identify trends & patterns, write up findings and present (2 days)	██████
	Total - Optional Bolt on Project 2 Dairy	██████
AHDB Project 3 - Role of British and Meat Focus	Overall project set-up and design - briefing meeting with AHDB, liaise with AHDB (4 days)	██████
	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (5 days)	██████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in USA	██████
	Canada	██████
	Mexico	██████
	Review insights from data, identify trends & patterns, write up findings and present (6 days)	██████
	Total Project 3 – Role of British and Meat Focus	██████
Optional Bolt on Project 3 Dairy	Project set-up and design - agree questionnaire, brief Kantar Profiles, script quality checks (2 days)	██████
	Kantar Profiles fieldwork costs; scripting (including implicit associations), hosting, incentives translation (where relevant) & data processing in USA	██████
	Canada	██████
	Review insights from quantitative data. Identify trends and patterns, write up findings and present (2 days)	██████
	Total - Optional Bolt on Project 3 Dairy	██████

Custom creative retesting

The costs are based on assumptions on 300 sample per market researching 3 creatives in total. Additional creative routes can be included for an incremental cost of c.£945 per creative, per market. The costs below allow a minimum of two markets to be researched at the same time. Should AHDB wish to commission more markets at the same time, we would be happy to review the costs and provide a total reduction due to economies of scale. At this stage we would be able to provide a full cost breakdown.

Our costs are fully inclusive of all expenses and are exclusive of VAT which will be charged at the prevailing rate

France	Belgium	Germany	Netherlands	Poland	Scandinavia	
██████	██████	██████	██████	██████	██████	
China	Hong Kong	Japan	Singapore	Taiwan	Vietnam	South Korea
██████	██████	██████	██████	██████	██████	██████

USA	Canada	Mexico
█	█	█

11 QUALITY CONTROL AND MRS/ GDPR COMPLIANCE

Having worked within the market research industry for 30+ years we are imbued with the importance of managing respondent experiences in all aspects. All suppliers are fully MRS trained and accredited. As a short summary, we will outline our approach in several key areas:

Consent - we ensure that panel respondents have given clear explicit consent to participate, having been fully educated as to the nature of the research, and how their information will be used. Their data will be deleted once it is completed.

Identity validation – authentication of respondents by matching personally identifying information to financial or social databases. Further honesty detectors remove over-reporters and analyse responses to high and low probability statements to exclude non-credible responses.

Anonymity - all personal data remains private and in the hands of the primary data collector. We receive non-identifiable data and all data is confidentially stored and destroyed when required. Ultimately, we embed privacy by design and default. Our suppliers only collect the minimum identifiable data required to fulfil each specific project

Encryption - all data is stored in an encrypted manner requiring two factor passwords and access.

Terms of use – all research undertaken on this project would be bespoke to, and the intellectual property of AHDB to disseminate with wider stakeholders / industry as AHDB sees fit. Similarly, the information from this project shall be deemed Confidential Information to this project.

CVs of key Two Ears One Mouth team members who would work on this project have been submitted in a separate document.

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