



FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES

Agriculture and Horticulture Development Board

and

Harper Adams University College

**Technical Framework Agreement for the Supply of
Lot 4 Agribusiness Appraisals**

FORM OF AGREEMENT

THIS FRAMEWORK AGREEMENT IS MADE ON

BETWEEN

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

AND

Harper Adams University College (Company Registration Number: 08049710), of Edgmond Newport Shropshire TF10 8NB ('**the Supplier**')

AHDB and the Supplier are the Parties to this Framework Agreement.

WHEREAS

- A. AHDB wishes to acquire Lot 4 Agribusiness Appraisals
- B. The Supplier is willing to supply the Goods and/or Services in accordance with this Framework Agreement.
- C. AHDB may enter into substantially similar framework agreements for the supply of the Goods and/or Services with other suppliers.

IT IS HEREBY AGREED

- 1. AHDB agrees to appoint the Supplier as a potential provider of the Goods and/or Services described in the Specification (see Annex 2).
 - 1.1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the Ordering Procedures (Annex 3) through a Call-Off Contract based on the template provided in Annex 4.
 - 1.2. Subject to the Supplier's compliance with this Framework Agreement and the making of a Call-Off Contract, AHDB agrees to pay the Supplier in accordance with that Call-Off Contract.
- 2. The Supplier agrees to supply the Goods and/or Services in accordance with the Framework Agreement and the Call-Off Contract.
 - 2.1. The Supplier agrees to inform AHDB promptly if the making of a Call-Off Contract would result in a conflict of interest.
 - 2.2. Any supply of the Goods and/or Services shall be completed in accordance with the relevant Call-Off Contract and in any case not later than two years after the Completion Date.
 - 2.3. In the event of any conflict between these, the terms of this Framework Agreement shall have precedence over those in a Call-Off Contract.
 - 2.4. Unless otherwise specified, the Supplier shall supply the Goods and/or Services to the Principal Office.
- 3. The Supplier acknowledges that:
 - 3.1. there is no obligation on AHDB to invite the Supplier to supply any Goods and/or Services under this Framework Agreement;

- 3.2. no form of exclusivity has been conferred on the Supplier in relation to the provision of the Goods and/or Services; and
- 3.3. no undertaking or any form of statement, promise, representation or obligation by AHDB exists or shall be deemed to exist concerning minimum or total quantities or values of Goods and/or Services to be ordered by AHDB pursuant to this Framework Agreement and the Supplier agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise, representation or obligation.
4. The Supplier and AHDB agree to comply with AHDB's Terms and Conditions for the Purchase of Goods and Services version 2014 ('AHDB Terms' - see Annex 5), which shall further be incorporated as they may reasonably have been amended by AHDB into any Call-Off Contract.
5. This Framework Agreement consists of:
 - this Form of Agreement,
 - Annex 1 (Contacts, page **Error! Bookmark not defined.**),
 - Annex 2 (Specification Details, page **Error! Bookmark not defined.**) read with the Appendix thereto;
 - Annex 3 (Ordering Procedures, page **Error! Bookmark not defined.**);
 - Annex 4 (Call-Off Contract Template, page **Error! Bookmark not defined.**);
 - Annex 5 (AHDB Terms, page **Error! Bookmark not defined.**)

each of which together with any documents specified therein is incorporated into and forms part of the Framework Agreement.
- 5.1. In the case of any conflict or inconsistency, documents shall take precedence in the order in which they appear in Clause 5 above.
- 5.2. References to Clauses are references to the clauses of this Form of Agreement, to Conditions are references to the terms and conditions of the annexed AHDB Terms and to paragraphs are references to paragraphs in the referring Annex or Appendix unless otherwise indicated.
 - 5.2.1. For the avoidance of doubt, references within a Call-Off Contract shall apply according to that Call-Off Contract.
- 5.3. This Framework Agreement including the Specification may be amended by the Parties in Writing.
 - 5.3.1. Any amendment including any extension under Clause 7.1 below shall have no effect unless it is in compliance with public procurement law.
- 5.4. The Framework Agreement and any amendment thereof may be executed in counterpart and by the Parties to it 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.
6. In this Framework Agreement the following words and expressions shall have the meanings given to them below, unless the context otherwise requires:

<i>Word or Expression</i>	<i>Meaning</i>
AHDB Terms	AHDB's Terms and Conditions for the Purchase of Goods and Services (attached within Annex 5);

- | | |
|----------------------------|--|
| Call-Off Contract | a contract for the supply of Goods and/or Services pursuant to this Framework Agreement |
| Call-Off Contract Template | The template that shall be used or deemed to have been used for any Call-Off Contract (attached within Annex 4); |
| Commencement Date | The date set out in Clause 7, as it may have been amended; |
| Completion Date | The date set out in Clause 7.1, as it may have been amended; |
| Framework | The framework arrangements established by AHDB for the provision of the Goods and/or Services to AHDB; |
| Ordering Procedures | The procedures applicable to the making of a Call-Off Contract (see Annex 3); |
| Specification | The specification provided in Annex 2, as it may have been amended; |
| Term | The period commencing on the Commencement Date and ending on the Completion Date, the whole day of each Date being included; |
| Working Day | Any day other than a Saturday, Sunday or public holiday in England. |
7. The Framework Agreement shall commence or be deemed to have commenced on 6th August 2021 ('Commencement Date').
 - 7.1. The Framework Agreement shall terminate on 5th August 2023 ('Completion Date') unless it has previously been extended, in which case the Completion Date shall be deemed to have been appropriately amended. Without prejudice to the rights of termination set out in this Agreement, AHDB will be entitled to extend the term of this Agreement by one or more Extension Periods by serving an Extension Notice provided that it will not extend beyond the Longstop Expiry Date. These Extension Periods shall be a maximum of 12 months in duration. The Longstop Expiry Date for this agreement shall be 4 years following the Commencement Date.
 - 7.2. Notwithstanding any act of termination or the achievement of the Completion Date, the relevant provisions of this Framework Agreement 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 Framework Agreement in each case as such shall exist at the time of such act or the Completion Date.
 8. Without prejudice to either Party's rights or obligations pursuant to law and subject to Clause 8.4, the aggregate liability of each Party 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 shall be limited to the amounts set out in Clauses 8.1 and 8.2.
 - 8.1. In relation to AHDB, the amount shall be one million pounds sterling.
 - 8.2. In relation to the Supplier, the amount shall be five million pounds sterling.
 - 8.3. The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.
 - 8.4. Where the Supplier is a consortium, each member of the consortium shall be jointly and severally liable for performance of the Supplier's obligations under this Framework Agreement and any Call-Off Contract.

- 8.5. Nothing in this Framework Agreement shall limit either Party's liability for fraud, dishonesty, deceit, fraudulent misrepresentation, death or personal injury.
9. For the avoidance of doubt:
 - 9.1. The Supplier's standard terms and conditions for the supply of goods or services do not apply to this Framework Agreement or any Call-Off Contract except as may be specifically agreed in Writing.
 - 9.2. In the event that the Framework Agreement applies only to the provision of Goods, the provisions relating only to Services in the Framework Agreement or any Call-Off Contract shall not apply.
 - 9.3. In the event that the Framework Agreement applies only to the provision of Services, the provisions relating only to Goods in the Framework Agreement or any Call-Off Contract shall not apply.
10. Amendments to Annex 3
11. There are no amendments to Annex 3.
12. Amendments to Annex 4
13. There are no amendments to Annex 4.
14. Amendments to Annex 5
15. There are no amendments to Annex 5.
16. Special Conditions
- 16.1. Any conditions specified in this Form of Agreement as Special Conditions shall have precedence over any other provision in this Framework Agreement.
17. There are no amendments to Special Conditions.

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

Signature: 
Name of signatory: 
Date: 

Signed for and on behalf of Harper Adams University College:

Signature: 
Name of signatory: 
Date: 

Annex 1 Contacts

1. Contact information provided by the Parties shall be deemed to be 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 will be:
 AHDB, Stoneleigh Park, Kenilworth, CV8 2TL
- 3.1. Not Used
4. Not Used
- 4.1. Not Used
- 4.2. Not Used

Supplier

5. The Supplier's address for correspondence and service will be:
 Edgmond Newport Shropshire TF10 8NB
- 5.1. Not used
- 5.2. Not used
6. Not used

Annex 2 Specification Details

1. The Specification relating to this Framework is detailed in this Annex 2 and any amendments thereto are set out or deemed to be included in the Appendix to this Annex, page **Error! Bookmark not defined..**
- 1.1. The Specification is based on:
 - the invitation and/or acceptance by AHDB for the supply of the Goods and/or Services, by tender, 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 Framework Agreement.
- 1.2. Any amendment to the Specification agreed in accordance with this Framework Agreement shall be deemed to be included in the Appendix to this Annex.
2. The information in this Appendix is to be read as having been amended by any amendments set out or deemed to be included in the Appendix to this Annex.

Specification of Services – Agribusiness Appraisals

Introduction

The Supplier shall provide Agribusiness Appraisals, either as a one-off piece of work or to support Monitor or Strategic host farms

A sample of AHDBs online business tools can be seen below, online tools will develop over the course of the framework:

farmbench.ahdb.org.uk

kpiexpress.ahdb.org.uk

bic.ahdb.org.uk

Background

The *Agriculture and Horticulture Development Board (AHDB)* is a statutory levy board, funded by farmers, growers and others in the supply chain and managed as an independent organisation (independent of both commercial industry and of Government). AHDB represents 6 sectors: Pork, Dairy, Beef and Lamb, Cereals and Oilseeds, Horticulture and Potatoes by collecting levy payments and utilising these funds to further develop the industry. Our purpose is to inspire our farmers, growers and industry to succeed in a rapidly changing world. Our vision is for a world-class food and farming industry inspired by competing with the best. More information can be found at www.AHDB.org.uk.

Rationale

The Framework Agreement covers the technical directorate of AHDB and its activities relating to knowledge exchange, research and development.

The Farm Excellence Platform & AHDB's Digital Platform are two of AHDB's main channels to provide technical and business improvement activities to levy payers. The aim of this framework is to support those activities with additional expertise sourced from consultants, experts and trainers.

Objectives

The Supplier shall have the ability to deliver Services to support the following AHDB objectives:

- The need for increased co-ordination within activity carried out under the Technical Framework
- Identify opportunities for efficiency
- Provide value for money to AHDB's levy payers

These objectives are in support of [AHDB's Strategy](#) which is underpinned through the work of AHDB's Farm Performance Unit. The Farm Performance Unit will focus resources, expertise and partnerships to support businesses that engage with AHDB to develop and improve. We will deliver our work through a series of core business, production and environmental programmes covering:

- Business - planning, skills and leadership development
- Production - health and welfare, genetics and IPM
- Environmental - achieving Net Zero targets

Suppliers to this framework will support content within these programmes and increase AHDB capacity in order to:

- Increase to over 100 Strategic & Monitor farms and the development of the Evidence for Farming initiative
- Launch a new Farm360 Review & modular Farm360 Development Programme providing a single coordinated package for research and evidence, making services easily accessible to levy payers and the supply chain
- Increase our support for levy payers through the development of new digital products, tools, and services.

Agribusiness Appraisals

Agribusiness appraisals will be used in two ways, the first through Farm Excellence Platform activities with host farms conducting a full agribusiness business appraisal. The Monitor and Strategic Farms host meetings each year; these farmer-led events provide an excellent opportunity to identify and share challenges and solutions. During the term of each Monitor/Strategic Farm, every aspect of the business is scrutinised. Whether looking at production, performance or grassland management, cost implications to the farm business will take centre stage.

With a focus on making real developments in their business management, improving productivity, competitiveness and environmental management, Farm Excellence farms try out new ideas all with the support of AHDB and guidance from industry experts.

AHDB will monitor the financial progress of each farm through the use of financial key performance indicators (KPIs). The supplier/s will work with each farmer to calculate these financial indicators (KPIs). AHDB reserves the right to utilise certain financial KPIs for wider communication to the industry, with agreement from the farmers involved.

The Supplier/s shall work primarily with the Farm Excellence farmer/s and the regional AHDB Knowledge Exchange Manager/s to deliver the work. In addition, the supplier/s may also work in partnership with other AHDB colleagues. The organisation and costs of any associated KE events will be carried out by AHDB.

The second use will be a one-off business appraisal to support producers to understand the agricultural policy changes that are about to happen and identify how, where and when they may need to adapt their business model and resilience as a result. This might be as levy funded activity or through additional non levy contract work AHDB secures.

Scope - Agribusiness Appraisals (FEP host farm)

The Supplier shall be responsible for delivering the following

Agribusiness Appraisal content for host farmers	<ul style="list-style-type: none"> The supplier/s must provide a clear and concise plan of approach to the agribusiness appraisal/s to include methodology, format, process and assessment of progress. Please ensure this includes the financial KPIs AHDB provides Farm visits will be necessary to conduct and deliver the bespoke agribusiness appraisals The full appraisal should identify the following baselines of business performance: profitability, current net worth and cost of production per enterprise. The supplier/s may want to discuss the impact of financial ratios, for example, liquidity and gearing if relevant to the business The supplier/s should discuss profit and loss, budgets and cash flow forecasts with the business owner and work with the business owner to devise a minimum 3 year budget and 12 month cash flow forecast. Where requested, the agribusiness appraisal should also incorporate a machinery and labour review element. This labour and machinery element could also be requested at call off as a standalone appraisal The agribusiness appraisal shall be formatted to an agreed structure. This may differ depending on the sector. AHDB tools should be utilised where appropriate to help ascertain baseline performance and provide ease to refer back to over the duration of each farm's involvement with the Farm Excellence programme. Following the initial agribusiness assessment element, the supplier/s must work with the farmer in person to devise clear recommendations and financial targets. This should include how these targets (KPIs) can be monitored. The recommendations should consider how the business can adapt and be made more resilient post BREXIT and Basic Payment Scheme (BPS) given potential changes that could result in changes to agricultural subsidies, tariffs and quotas. The supplier/s should consider stress tests based on commodity prices, input costs and interest rates. The supplier/s will work with AHDB's Strategic Insights team to agree the assumptions made. The output delivered to the farmer will be in a bespoke, intuitive and useable format.
Agribusiness Report	<ul style="list-style-type: none"> AHDB requires a concise report from the supplier/s detailing conclusions made and actions and recommendations given. The report will be compiled using an agreed template.
Responsibilities	<ul style="list-style-type: none"> Monitor/Strategic Farm Events will be organised, promoted and coordinated by AHDB The supplier/s holds the responsibility to deliver outputs according to the deadlines agreed. If the supplier/s encounters any reason that the deadline cannot be met, it is the responsibility of the supplier/s to inform the relevant AHDB KEM promptly The supplier/s will make and maintain all required contact with the farmer/s and relevant KEMs, this should include all necessary appointments and progress reports
Number of business reviews and events	<ul style="list-style-type: none"> Each farm will undergo one agribusiness appraisal. Optional ongoing support will be offered to each farm at 3 months and 6 months post review. The necessity of these ongoing support options will not be known until the farmers have been recruited and

	<p>the review has begun; they will be awarded at each farmer's discretion</p> <ul style="list-style-type: none"> • Additional involvement from the supplier/s may be required thereafter and should be quoted for accordingly.
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Scope - Agribusiness Appraisals (one off)

The Supplier shall be responsible for delivering the following

One off Agribusiness Appraisal content	<ul style="list-style-type: none"> • The supplier/s must provide a clear and concise plan of approach to the agribusiness appraisal/s to include methodology, format, process and assessment of progress • One off appraisals could be conducted remotely, subject to sufficient information being gathered. Farm visits would be preferred to provide feedback • The appraisal should identify the following baselines of business performance: profitability, current net worth and cash position. The supplier/s may want to discuss the impact of financial ratios, for example, liquidity and gearing if relevant to the business • The supplier/s should discuss profit and loss, budgets and cash flow forecasts with the business owner and work with the business owner to devise a future scenario, to include a 1 year budget and 12 month cash flow forecast • The agribusiness appraisal shall be formatted to an agreed structure. This may differ depending on the sector • AHDB business/benchmarking tools should be utilised where appropriate to help ascertain baseline performance, this work may already have been conducted by the farmer as preparation • Following the initial appraisal, the supplier/s must work with the farmer in to devise a future scenario, clear recommendations and financial targets. Scenarios can be narrowed down using partial budgets and similar tools • The recommendations should consider how the business can adapt and be made more resilient post Basic Payment Scheme (BPS) removal. The supplier/s should consider stress tests based on commodity prices, input costs and interest rates. The supplier/s will work with AHDB's Strategic Insights team to agree the assumptions made • The output delivered to the farmer will be in a bespoke, intuitive and useable format.
Agribusiness Report	<ul style="list-style-type: none"> • AHDB requires a concise report from the supplier/s detailing conclusions made and actions and recommendations given. The report will be compiled using an agreed template.
Responsibilities	<ul style="list-style-type: none"> • AHDB will agree with suppliers who will receive a one off appraisal • The supplier/s holds the responsibility to deliver outputs according to the deadlines agreed. If the supplier/s encounters any reason that the deadline cannot be met, it is the responsibility of the supplier/s to inform the AHDB promptly • The supplier/s will make and maintain all required contact with the farmer/s, this should include all necessary appointments and progress reports

Skills and Competence

The supplier/s must have a deep understanding of agricultural businesses, with experience of financial budgeting and cash flow forecasts. In addition, suppliers will need good knowledge of production systems across livestock and crops, and a familiarity with physical and financial

data and recording systems. The supplier/s must also be familiar with the agricultural industry and show they have experience of extensive agribusiness appraisal. The supplier/s must also demonstrate they have experience of delivering interactive workshops with excellent presenting and facilitation skills. The supplier/s must work alongside other AHDB partners/contractors where required.

Due to the nature of this work a degree of flexibility will be required to adapt to the specific needs of each farmer whilst the approach/delivery remains as consistent as possible across all farms.

AHDB Policies & Guidance

AHDB is a public body so Suppliers shall be mindful that a certain level of accuracy and integrity is required when undertaking the activity covered by this agreement.

When carrying out activity on farm, Suppliers shall ensure that they act in accordance with the following COVID-19 guidance: <https://ahdb.org.uk/events-secure-working-protocols-and-disclaimers>

Location

Activity shall be located across England, Scotland, Wales and Northern Ireland, depending on the sector. The supplier/s may have a regional or sectoral preference. Any associated KE events will be located in close proximity to the farms.

Geographical coverage is expected as follows:

- The farm/activity shall be located within one of the four countries of the UK for cereals and oilseeds activity
- The farm/activity shall be located in England, Scotland or Wales for dairy activity
- The farm/activity shall be located in England for pork, beef and lamb activity.

AHDB shall confirm the exact locations of activity upon instructing work.

Data Ownership

The Supplier shall ensure compliance with the following principles:

- Information produced by the supplier may require sign off from AHDB, this will be specified in the call off
- All documentation and resources produced will be owned by AHDB and the farm businesses, for example, all material outputs from individual businesses.
- If instructed, some farm business may need to remain anonymous during dissemination activities.
- Any internal correspondence between any and all involved parties of this project will be marked as 'commercial in confidence'.
- The supplier may not share without prior approval any information relating to this project or businesses involved.

Service Level Agreement

The Supplier will provide the Services so as to meet or exceed the following service levels:

SERVICE	SERVICE LEVEL DESCRIPTION	MINIMUM SERVICE LEVEL REQUIRED

Agribusiness Appraisals	Farm agribusiness appraisal visit and delivery of bespoke agribusiness appraisal	Attendance by the Supplier to conduct appraisal within 4 weeks of instruction
Agribusiness Appraisals	Receipt of agribusiness appraisal from the Supplier	Provision of appraisal to AHDB and farmer within 4 weeks of attendance on farm to conduct the appraisal.
Agribusiness Appraisals	Receipt of agribusiness report on AHDB agreed template	Provision of report on AHDB template to AHDB within 2 weeks of receipt of the agribusiness appraisal by the farmer.

Account Management

The Supplier shall nominate an account manager as a central point of contact for AHDB's employees. The account manager shall attend routine account review meetings with AHDB as required and action outputs from these meetings within the designated deadlines. The Supplier shall ensure that they have competent management and structure to manage and motivate staff working on the framework agreement.

The account manager shall ensure that any complaints that they receive are escalated to AHDB in a timely manner. Details of any mitigating actions taken by the Supplier shall be provided. AHDB shall escalate complaints appropriately.

Routine Supplier Review Meetings

The Supplier shall attend monthly review meetings, when they have been instructed on a project. These shall be used to:

- Discuss Supplier performance
- Review delivery milestones and timelines
- Review any on site appraisals & action plans produced
- Review recent KPI reports

This agenda will be subject to change from time-to-time. Meetings shall be via Microsoft Teams/ videoconference. Every six months, the Supplier shall meet at AHDB's HQ in Stoneleigh, Warwickshire, UK (NB, AHDB staff are currently working remotely due to the ongoing pandemic, so this arrangement will commence once normal office working resumes). The Supplier should allow for any associated travel costs within their pricing.

Reporting

Suppliers shall be required to provide the following reporting to AHDB as part of the framework agreement. The structure of the reports shall be agreed with AHDB at the outset of the framework agreement and may be subject to change.

Report Type	Content	Frequency
Agribusiness Appraisal	Farm specific report which covers baselines of business performance and, where requested, a machinery and labour review.	Within 4 weeks of attendance on farm to conduct the appraisal
Agribusiness Report	Summary of conclusions, actions and recommendations within the agribusiness appraisal.	Within 2 weeks of receipt of the agr business appraisal by the farmer
KPI Reports	Completed KPI table with contract performance statistics.	Monthly. To be submitted within the first 5 working days of the month containing data for the previous month.

Key Performance Indicators (KPIs)

Termination of the contract is linked to the KPIs as specified in the table and in accordance with the agreement. KPIs will be measured and reported to AHDB on a monthly basis. Performance will be discussed within routine review meetings. A completed copy of the KPI report will be supplied to AHDB by email within the first five working days of the month, containing data from the previous month. Reporting of key performance data is only required when the Supplier is actively instructed under the framework, in accordance with the Call-Off Procedure.

Should the Supplier not complete the target percentage for the performance criteria on multiple occasions, AHDB reserves the right to issue a formal improvement notice. In the event that the Supplier fails to meet the conditions of the improvement notice and restore the expected level of service within the timeline described, AHDB reserves the right to terminate the agreement.

The Supplier's overall score is measured and discussed within review meetings.

In the event that a Supplier is unable to achieve the Key Performance Indicator due to mitigating circumstance that are outside of their control, this should be described within the Mitigating Circumstance column for discussion with AHDB.

Name of Supplier							
Date							
Service	Performance Criteria	Measure	Target Percentages		Percentage / Score	Completed / Not Completed	Mitigating Circumstance
			KPI Completed	KPI Not Completed			
Agribusiness Appraisals	Farm agribusiness appraisal visit and delivery of bespoke agribusiness appraisal	Percentage of farms attended by the Supplier to conduct appraisal within 4 weeks of instruction	100%	<100%			
Agribusiness Appraisals	Receipt of agribusiness appraisal from the Supplier	Percentage of reports provided to AHDB and farmer within 4 weeks of attendance on farm to conduct the appraisal.	100%	<100%			
Agribusiness Appraisals	Receipt of Agribusiness report from the Supplier	Percentage of reports provided to AHDB within 2 weeks of receipt of the agribusiness appraisal	100%	<100%			
Data Collection	Completion of actions from	All actions completed	100%	<100%			

and Benchmarking Agribusiness Appraisals	previous review meetings	from previous review meeting, in line with agreed timescales. For any actions not completed, explanation is provided and agreed with AHDB.					
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Pricing

Agribusiness Appraisals		HarperAdams
Description	Unit	Price (£)
Agribusiness Appraisal including reporting	per day	
Follow up meeting following agribusiness appraisal	per hour	

Additional Rates		
Description	Unit	Price (£)
Presentation/ speaker at AHDB events (online or face-to-face)	per hour	
Digital content or resource creation	per hour	

The information in Annex 2 is to be read as having been amended by any amendments set out in this Appendix and any other amendments agreed in Writing, which shall be deemed to be included in this Appendix.

Annex 3 Ordering Procedures

1. AHDB may, in its absolute discretion and from time to time during the Term, order the Goods and/or Services from the Supplier in accordance with the following procedures (the 'Ordering Procedures') and a Call-Off Contract based on the template provided in Annex 4 shall be made or deemed to be made.
 - 1.1. AHDB shall provide the Supplier by any appropriate means with a specification of the Goods and/or Services that AHDB requires and subject to any amendment that may be agreed, such specification shall be inserted or deemed to be inserted in any Call-Off Contract that may be agreed.
2. If suppliers other than the Supplier are part of this Framework, AHDB shall decide in its absolute discretion which supplier (which may be the Supplier) is capable and shall be invited to supply the Goods and/or Services.
 - 2.1. AHDB may form a short-list of suppliers to undertake work of a particular type applying the Ordering Procedures.
 - 2.2. AHDB may consider information that has been supplied by the suppliers or publicly available and consequently exclude certain suppliers.
 - 2.3. From the suppliers considered to be capable of supplying the Goods and/or Services, AHDB shall reasonably decide which supplier to invite to supply based upon (a) direct award (see paragraph 2.3 below) or (b) a short form mini-competition (see paragraph 0 below) or (c) a long form mini-competition (see Paragraph 5 below)

3. Direct Award

If AHDB reasonably believes it has sufficient information to inform its decision, AHDB may select a supplier with which to place an order for provision of the Goods and/or Services without further competition by:

- (a) the Preferred Supplier will be asked to supply the services. Where the Preferred Supplier advises AHDB that it is unable to supply the services as required by AHDB for any reason or fails to respond to AHDB's request for services within such reasonable timescale as notified to it by AHDB, AHDB will approach the next highest ranked supplier. The process will be repeated until a supplier confirms it is able to provide the services as required by AHDB.
- (b) AHDB reserves the right to award directly to the Supplier where due to technical reasons or in order to protect exclusive rights no reasonable alternative or substitute supplier exists;

When responding to a direct award, the fees/ pricing shall be in accordance with the maximum rates/ pricing mechanism submitted as part of the Supplier's tender for this Agreement.

4. Mini Competition - Short Form Procedure

In respect of Contracts where the specification can be determined with sufficient precision AHDB will email each Framework Supplier with a request to provide a quotation and to confirm whether it can meet AHDB's required timescales for delivery as set out in the email. AHDB will stipulate a time for submission of responses.

Where a Framework Supplier fails to respond within the required timescale AHDB will be entitled to exclude that Framework Supplier from any further participation in the Mini Competition.

AHDB will select a Framework Supplier based on the lowest price, subject to that Framework Supplier confirming it can meet AHDB's required timescales for delivery. Fees or prices will be no higher, but may be lower than submitted under or calculated in accordance with any pricing mechanism submitted as part of the Supplier's tender for this Agreement.

5. Mini Competition – Long Form Procedure

Where AHDB has a requirement for services and the Short Form Procedure is not used, it shall invite Framework Suppliers to confirm their willingness and ability to submit a tender in accordance with the procedure set out in this section 5. Such invitation will contain sufficient information in respect of the requirement to enable the Framework Supplier to decide if it is something it wishes to participate in and will stipulate a time within which the Framework Supplier must respond. It is the responsibility of the Framework Supplier to take the necessary steps to remain in the process if it considers that further information is required.

Where the Framework Supplier has given confirmation of its willingness and ability to submit a tender, AHDB shall send details of the relevant services, the relevant pricing mechanism, whether the Contract will be awarded on the basis of the most economically advantageous tender or on price and any other applicable criteria (the "Mini-Invitation"), and request a written response to the Mini-Invitation (the "Mini-Tender") within an appropriate time-scale as set out in the invitation. Where only one response to the invitation is received by AHDB within the stipulated timescales, AHDB reserves the right to make a direct award of the requirement to the responding Framework Supplier.

Mini-Tenders will be evaluated in accordance with the criteria described within the Mini Invitation, which shall be a combination of quality and price up to a total of 100%. Fees or prices will be no higher, but may be lower than submitted under or calculated in accordance with any pricing mechanism submitted as part of the Supplier's tender for this Agreement.

As part of a Mini-Tender the Supplier may be required to give one or more presentations. Proposed staff/team members may be interviewed by AHDB as part of the evaluation process.

AHDB reserves the right to shortlist Mini-Tenders, clarify Mini-Tenders and/or reject any Mini-Tender which is non-compliant.

AHDB reserves the right to suspend the Supplier from participating in a Mini-Competition where the Supplier has failed to meet the Framework Agreement KPIs in one or more of the previous 3 months immediately prior to the date of issue of the relevant Mini-Invitation.

6. AHDB may consequently invite the Supplier to provide the Goods and/or Services.
7. The Supplier shall promptly and in any case within three Working Days of its receipt of an invitation to supply the Goods and/or Services inform AHDB in writing whether it accepts that invitation.
 - 7.1. In the event that:
 - (a) the Supplier conditionally accepts the invitation, AHDB shall decide whether it accepts the conditions and inform the Supplier. For the avoidance of doubt, AHDB may discuss the conditions with the Supplier before making such decision.

- (b) the Supplier accepts the invitation or AHDB accepts the Supplier's conditional acceptance pursuant to (a) above, an appropriate and reasonable Call-Off Contract based on the template in Annex 4 with no amendment of its Annex and no Special Conditions shall be deemed to have been agreed and AHDB shall create a purchase order in favour of the Supplier.
 - (c) the Supplier rejects the invitation or AHDB rejects the Supplier's conditional acceptance pursuant to (a) above, the invitation shall lapse and AHDB may offer the order to another supplier.
- 8. In the event that a Call-Off Contract deemed to be agreed pursuant to paragraph 7.1(b) above is not reduced to writing in relation to any order for the supply of Goods and/or Services that is confirmed by a purchase order created by AHDB in favour of the Supplier, the deemed Call-Off Contract shall have effect.
- 9. Any failure by AHDB to comply in full with the Ordering Procedures shall not invalidate the relevant Call-Off Contract or deemed Call-Off Contract and any obligation that would reasonably have been imposed upon AHDB by its compliance in full with the Ordering Procedures shall be deemed to be so imposed. No obligation shall be deemed to be so imposed that is not necessary for compliance in full by AHDB with the Ordering Procedures.
- 9.1. Paragraph 9 shall apply to the Supplier mutatis mutandis.
- 10. Nothing in this Agreement shall require AHDB to place an order for any Goods and/or Services.
- 11. The Supplier will be responsible for its own costs incurred in submitting a Mini-Tender and participating in the Call-Off Procedure.
- 12. AHDB reserves the right to amend the processes set out in this Call Off Procedure and will notify any amendments to all Framework Suppliers in writing.
- 13. All terms and conditions as set out in this Agreement shall apply to any Call-Off Procedure and Mini Competition or Call-Off Order Form issued in accordance with this Schedule.
- 14. **Invoicing**

The Supplier will be given a PO number which must be quoted on all invoices to AHDB. All payments will be made in line with standard AHDB terms and conditions.

Annex 4 Call-Off Contract Template

Call-Off Contracts shall be or shall be deemed to be in the format of the template attached electronically to this Annex 4 and shall incorporate the AHDB Terms included therein as such may have been reasonably amended by AHDB.



AHDB Contract for Call off order form
Buying Goods & Ser

Annex 5 AHDB Terms

The AHDB Terms are on page 9 of the 'AHDB Contract for Buying Goods and Services' document embedded in Annex 4 of this document and shall apply to this Framework Agreement.