

CONTRACT for development of British Agri-Tech Portal

Agreement with the Department for Business and Trade (DBT)

Financial Year 2023-24

1) BACKGROUND

1.1 AIM

The portal aims to position the UK as a world leader in Agri-Tech innovation by addressing the crucial points of disconnect in the current UK agricultural innovation landscape.

The Agri-Tech Sector is a global market-place that operates at a national and international level. In contrast, Agri-Tech research and innovation in the UK, is currently diverse, fragmented and often remote by location, making it challenging for interested parties to access and for institutions to showcase their innovation to interested parties (industry, collaborators, investors) on the world stage.

Our solution is to establish an integrated Agri-Tech UK Industry Strategy to better promote the UK Agri-Tech capability and offer, combining the relative strengths of trade, innovation and excellent research capabilities to attract trading partners, collaborators and investors from around the world.

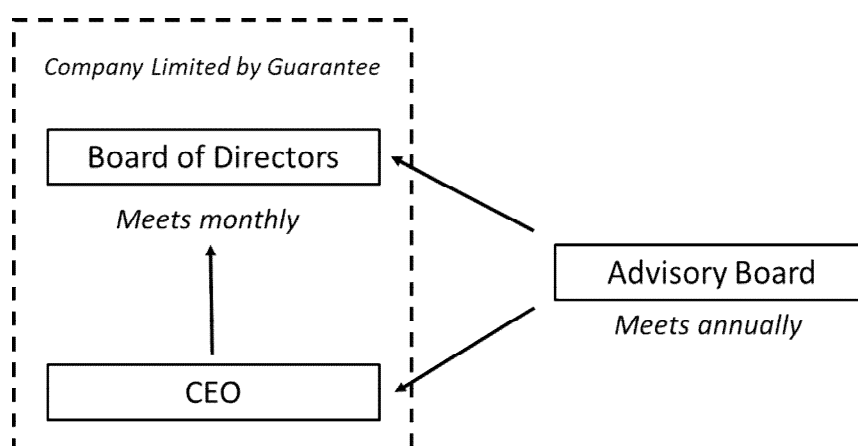
This solution will be implemented by combining two recent initiatives: the Agri-Tech UK portal launched by the trade bodies and DIT, and the National Agri-Tech Innovation Pathway (NAIP) developed by leading UK Research Institutions. Our plan is to collectively showcase the national innovation pipeline within a live data warehouse connected to the Agri-Tech UK Portal, thereby providing a single entry point of entry 'shop window' to the world.

The benefits of such a combined and cross-discipline approach could be substantial and would:

- place institutional innovation, companies and capabilities within the Agri-Tech Sector in one virtual place, allowing connectivity and effective formation of collaborations;
- allow trade to leverage the attractiveness of the national innovation pipeline by forming pathways to connect with global users holding relevant interests;
- give the Agri-Tech Centres direct insight, in a searchable user-friendly format, into the collective real-time innovation pipeline of the UK Institutions, making this a potentially transformative enabler to their delivery; and
- provide the DBT and FCDO with the scope and depth of insight it needs to be able to effectively position UK Agri-Tech on the world stage through existing infrastructure.

The National Agri-Tech Innovation Pathway will be a closely connected structure with independent governance arrangements serving broader objectives; but represented on the Board of the Agri-Tech Portal. Both are in active dialogue with the 16 members of the Agricultural Universities Council to add their innovation activities and capabilities to the Industry Strategy.

1.2 GOVERNANCE



The main decision-making body of Agri-Tech UK will be the Agri-Tech UK Board. The Board will initially be formed with 8 members, being one senior executive appointed from each of the three founding Trade Associations (3), two representatives appointed by the Agri-Tech Centres (2), and two representatives from the National Agricultural Innovation Pathway (2), a Chief Executive to be appointed by the board (1).

To be valid, a meeting of the Agri-Tech UK Board will require a quorum of [5] members but must include the Chief Executive, representatives from the three founding Trade Associations and a representative from the National Agri-Tech Innovation Pathway.

The CEO will work closely with members of the board to develop strategic initiatives to deliver the objectives of the Portal. The CEO and relevant members of the board will then report on activities and performance to an Advisory Board on an annual basis to seek guidance.

The Advisory Board be formed to ensure broad stakeholder representation with members from each of the following organisations:

- Founding Trade Associations (3)
- Department for Business and Trade (1)
- International Trade Administrations (NPH, Midlands, SW, London SE) (5)
- HMG (Defra, FCDO, Innovate UK) (3)
- National Agri-Tech Innovation Pathway (2)
- Agri-Tech Centres (4)
- Regional LEPs (NPH, Midlands, SW, London SE, Northern Ireland, Scotland, Wales) (7)

Other organisations or representatives may be invited to participate in meetings of the Advisory Board on an ad-hoc basis or to act as specialist contributors to the technical, marketing, scientific components of a particular project or initiative. Members of the Advisory Board may also nominate members to join working groups as requested by the CEO.

The Board is responsible for the running of the business and approves the decision to implement major new developments to the Portal, such as a new pathway or use of agency for marketing purposes. It also considers any proposal which calls for a significant change to how the portal operates or interacts with its customers and creators. Matters reserved for the board include:

- the strategic direction of the portal by deciding and approving annual and longer-term business plans; as well as strategic proposals to enhance the portal's reach and/or performance;
- the monitoring of the portal through analytics or other means of assessment and analysis;
- approval of any projects proposed with financial implications;
- the decisions to go live on critical or major projects and working groups, taking on board the advice of the Advisory Committee; and
- quarterly and annual reviews/analysis/reports of the overall performance of the portal to contribute data on the scale and progress in development of the UK Agri-Tech sector
- certifying that expenditure is: (i) affordable and within both budget and delegation; (ii) demonstrates value for money; (iii) reputationally acceptable; and enhances and strengthens the portal.

The CEO will be responsible for the day-to-day management of Agri-Tech UK. All requests for approval of expenditure at whatever level shall be agreed by the Board of Directors.

1.2 RELATIONSHIP WITH DEPARTMENT FOR BUSINESS AND TRADE

- The Department for Business and Trade will be represented by the Agri-Tech Sector Lead on the Advisory Board to help develop the portal in a manner which provides support to DBT commercial officers based overseas and companies expanding trade opportunities.

- The portal is owned by UKTAG and the Trade Associations to the effect of 'These parties are data controllers for the personal data processed on the portal and as part of any marketing activity they undertake to promote the portal'.

2) DESCRIPTION OF GOODS AND SERVICES

- Concept, design, and maintain an interactive web site to work with UKTAG on the Portal with the aim of creating a base for UK businesses to promote British goods and services.
- Maintain the portal.
- Marketing plans to promote the portal nationally and internationally.
- Submit quarterly reports.

3) PAYMENT






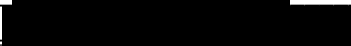
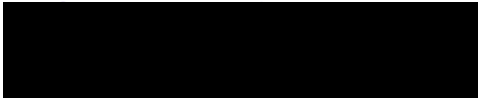

4) ENTIRE AGREEMENT

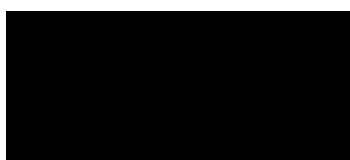
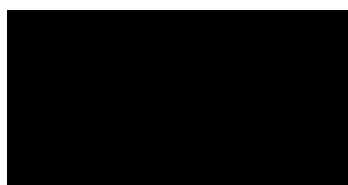
This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

5) AMENDMENT

This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

6) SIGNED:

On behalf of The Department for Business and Trade 	Name  Position  Date 
On behalf of BPA 	



Annex 1: Terms of Use of DBT Logo

The Secretary of State for Business and Trade and the President of the Board of Trade is the owner of the goodwill and intellectual property in the name and brand of the Department for Business and Trade (or the acronym DBT) ("the Name"), which includes, but is not limited to, any logo(s), get up and device used by the Department of Business and Trade ("Logo(s)").

- (a) I understand that any use of the Name and/or Logo(s) must be for a purpose that supports the DBT corporate strategy and the delivery of our core campaigns to encourage Exporting, Trade and Investment and the targets that are set.
- (b) I undertake to only use the Name and/or Logo(s) solely to the extent I have described at (2) and (3) above and only in the form approved of and provided to me by DBT.
- (c) I undertake not to copy the Name/Logo(s) from DBT/GREAT materials or any other sources and only to use the electronic graphics files supplied by DBT.
- (d) I undertake that all Name and/or Logo(s) graphics will be used only in the sizes, versions, resolutions and formats set out in the electronic files provided to me by DBT under the terms of this agreement or subsequently specified by DBT.
- (e) I undertake that no changes or modifications will be made to the Name and/or Logo(s) supplied to me in electronic format by DBT, in particular, that they will not be cut, cropped or merged with other logos.
- (f) In relation to the Name, I undertake that, within the limits set out above, the crest will only be used in the configuration of the Logo and that it will never be separated from its accompanying elements, such as the acronym 'DBT'.
- (g) I undertake to only use the Name and/or Logo(s) in their correct and present format and to contact DIT for an updated version of the Name/Logo(s) graphics in electronic format in the event that these are amended by DBT.
- (h) I undertake not to use the Name and/or Logo(s) in a manner deemed by DBT to be misleading, improper or to be outside of the scope of this agreement. DBT shall be the sole judge of what is misleading, improper or outside the scope of this agreement.
- (i) I undertake not to infringe intellectual property rights vested in the Secretary of State for Business and Trade or any other third parties in connection with the activities described at (2) and (3) above.
- (j) I undertake not to register domain names incorporating the Name or to register any trade marks incorporating the Name or Logo(s), or any composite parts thereof.
- (k) I understand that DBT reserves the right and authority to withdraw permission to use the Name and/or Logo(s) at any time without prior notice or explanation.
- (l) I undertake not to sub-license or to otherwise allow or enable others to use the Name and/or Logo(s) graphics supplied to me by DIT and not to use the Name and/or Logo(s) graphics outside of the time period specified at (5) above.
- (m) I understand that consent to use the Name and/or Logo(s) specified at Annex 1 does not entitle me to use any other logos used by or associated with the Department for Business and Trade.
- (n) I undertake to at all times accurately reflect the nature and extent of my company's relationship with DBT and not to exaggerate or misrepresent the level of DBT's involvement with my company or the extent of its endorsement of the company.
- (o) I understand that any breaches of the terms of this agreement shall be referred to DBT's legal advisors with a view to enforcing any intellectual property or other legal rights through legal proceedings.

Company name and registration number
British Pig Association Reg 00022088

Signed by (Including: Name, Position, Date) for and on behalf of

[Redacted signature area]