



# **FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES**

**Agriculture and Horticulture Development Board**

**and**

**Fedden USP Ltd**

**Technical Framework Agreement for the Supply of  
Lot 2 LEAN Training and Support**

## FORM OF AGREEMENT

### THIS FRAMEWORK AGREEMENT IS MADE ON

#### BETWEEN

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

#### AND

**Fedden USP Ltd** (Company Registration Number: 6762348), of The Old Coach House, Cliviger Burnley Lancashire bb10 4sy ('**the Supplier**')  
AHDB and the Supplier are the Parties to this Framework Agreement.

### WHEREAS

- A. AHDB wishes to acquire Lot 2 LEAN Training and Support
- 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 7),
  - Annex 2 (Specification Details, page 8) read with the Appendix thereto;
  - Annex 3 (Ordering Procedures, page 18);
  - Annex 4 (Call-Off Contract Template, page 21);
  - Annex 5 (AHDB Terms, page 22)

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 6<sup>th</sup> August 2021 ('Commencement Date').
  - 7.1. The Framework Agreement shall terminate on 5<sup>th</sup> 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.

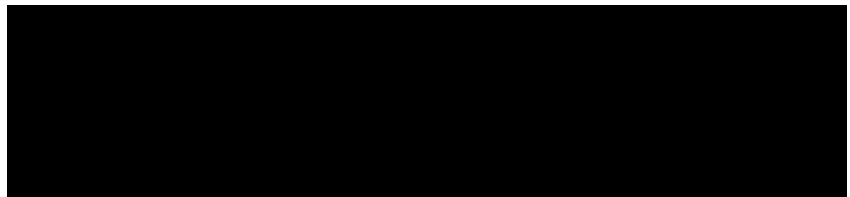
*- The remainder of this page is deliberately blank -*

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

Signature:

Name of signatory:

Date:

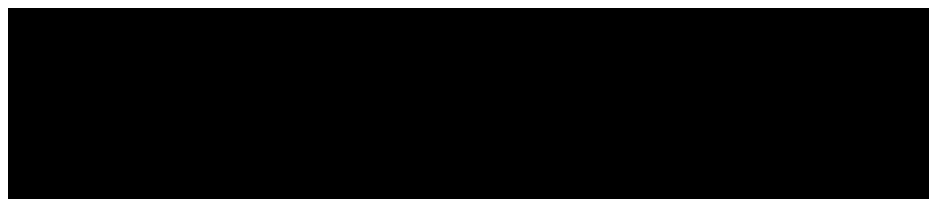


**Signed for and on behalf of Fedden USP Ltd:**

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:  
        The Old Coach House, Cliviger Burnley Lancashire bb10 4sy
- 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 8.
- 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 - LEAN Training and Support**

#### **Introduction**

The Supplier shall deliver LEAN training embedding LEAN principles in levy payer businesses to act as live case studies for the industry.

#### **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](http://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 AHDBs 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.

## Scope

The core requirement of the Supplier will be to lead and develop LEAN training through various AHDB programmes, across different sectors. The programmes have a clear emphasis on helping businesses embed LEAN principles and techniques to improve labour efficiencies, enable producers to identify waste in their production process and how adopting continuous improvement methodology can influence their success as a business through improving production efficiency and increasing profitability.

Each programme comprises 3 key deliverables:

- Each host site e.g. farm / pig unit / hort centre will implement a live LEAN project. The Supplier will support the host business with the design of a project with both suitable impact and potential to succeed and capacity to demonstrate LEAN principles to a larger number of levy payers from other businesses.
- Each site will host a number of workshops throughout the 12 month period which the Supplier will lead. Workshops will be open to a cohort of farmers or growers registering through AHDB and committed to participate in all the workshops. The number of workshops will vary depending on site and sector but is anticipated to be between 1 and 4.
- The activity will act as a focal point to inspire and support a wider range of engaged levy payers to put LEAN projects in place within their own businesses.

AHDB will be responsible for selecting and recruiting the host sites, and for advertising the opportunity for other businesses to attend the workshops. For the first year, the host sites will have been selected by the time the contract commences. The Supplier will be notified at award of contract.

The Supplier shall have the ability to acknowledge if activities have access to additional funding streams, for example, the Apprenticeship Levy.

## Description of Requirements

The Supplier shall be responsible for delivering the following requirements:

Activity	What is required?	Further information
Annual start-up meeting/Milestone and KPI setting.	Upon award of contract, the Supplier will be advised of who the host businesses are and provided with relevant details for each site	This meeting should be held within a month of the host sites being selected. In year one this

	<p>(livestock kept, crops grown, production cycle details over the following 12 months etc).</p> <p>The Supplier will be responsible for suggesting suitable milestones and KPIs for each site, for agreement with the AHDB programme manager and host business representative at a start-up meeting within 4 weeks. This meeting will be at AHDB HQ, Stoneleigh Park, and will be held annually when all host sites for that year have been identified.</p> <p>The Supplier will be responsible for creating a detailed programme plan for the next 12 months provided to AHDB and host sites by the Supplier after each annual meeting.</p>	<p>should be within a month of the contract with the Supplier being signed.</p>
Initial visit to host business	<p>After the meeting, to agree milestones and KPI's, the Supplier and AHDB programme manager will visit each host business before the first workshop in order to discuss the area of the business that will become the focus of the LEAN project.</p>	<p>The location of the host sites will change each year and could be anywhere within England, Scotland, Wales or N Ireland depending on the AHDB sector.</p>
Developing programme content	<p>The Supplier will be able to demonstrate to workshop attendees that when LEAN is properly understood and embedded, it has the potential to increase productivity within many areas of an agricultural or horticultural businesses. They will be able to demonstrate this using different host sites and businesses to act as live case studies. At each host site, the Supplier will deliver LEAN training workshops over 12 months which will culminate in the production of case studies from each individual business that has been involved.</p>	<p>The host business will have confirmed through their application to be a host site, that they are happy for their business to be used as a case study and to invite other businesses along to workshops.</p>
Timing and location of training workshops	<p>The Supplier will ensure that the programme content and structure is designed with sufficient flexibility to accommodate the different host businesses and production methods. The timing of workshops will be dependent on who is selected as host site so that live demonstrations of what is being demonstrated/taught can be incorporated, for example, when crops are being harvested.</p> <p>The number of workshops will be specified at the time of bidding but could be 1-4 / year depending on the site and sector. The Supplier must indicate in their proposal their suggested timing and duration of a workshop. (i.e. half a day, two days, one day)</p>	<p>Host sites will be in different UK locations and represent different types of production in order to broaden the reach of the programme and provide regional access to the programme. The location of host sites will change every year.</p>
Delivery of LEAN training and workshops	<p>The Supplier will ensure that the LEAN training workshops delivered at each host site are relevant to both the host business and to other levy paying businesses who engage with activity and attend events at the host sites. The group at</p>	<p>It is important that the activity doesn't focus on the system or livestock/crop, but rather focuses on the process of</p>

	<p>each site will remain the same for all workshops over the 12 month period.</p> <p>The supplier shall quote for the cost of a workshop but be able to scale up the delivery if multiple session (up to 4) are required.</p> <p>The Supplier will ensure that the training is delivered in a practical and engaging way to ensure that all associated farmers and growers feel confident in immediately taking the learnings back to their own businesses and acting on them.</p>	<p>embedding LEAN within a business.</p> <p>Proposals which include novel/innovative ideas of ways to share information to the agriculture and horticulture industry in an accessible and interesting way, for example through different digital tools, will be taken into consideration during the scoring process.</p>
Specific content requirements	<p>In order to ensure consistency with previous work commissioned through the Farm Excellence Platform, the Supplier must be able to successfully guide groups through the following LEAN principles and concepts:</p> <ul style="list-style-type: none"> <li>• Differentiating Value/Non-Value add</li> <li>• Understanding and identifying waste</li> <li>• How to undertake waste walks</li> <li>• Process mapping</li> <li>• Developing Action plans</li> <li>• Understanding the importance of continuous improvement</li> </ul>	<p>This list is not exhaustive, and proposals of other relevant topics and LEAN tools will be taken into consideration.</p>
Workshop materials	<p>The Supplier will digitally produce all presentation material and any additional training resources or material that will be required for the events. They should provide any printable material to AHDB at least 10 days prior to a workshop to allow sufficient time for AHDB to print.</p> <p>Any materials or equipment aside from printed handouts shall be provided at no extra cost to AHDB. The training material produced might be used by AHDB to develop our communications around the programme.</p>	<p>AHDB will provide feedback forms for attendees to complete or equivalent digital evaluation mechanism for each workshop. These will be used to gauge the attendees understanding of the topic to ensure AHDB can work with the Supplier in the most effective way.</p>
Metrics and reporting	<p>In order to evaluate the success of the programme of work, the successful Supplier will frequently collect metrics throughout the duration of the work to demonstrate the resulting savings and efficiency improvements for as many businesses as possible. A quarterly report will be provided to AHDB referencing progress against milestones and including metrics collected.</p>	<p>This information will be provided to help AHDB to evaluate the long term success of the LEAN programme, the benefit that it has delivered to industry and will underpin communication of the programme levy payers and stakeholders.</p>
Providing additional support to host site	<p>The Supplier will be required to visit each host business up to 3 times in addition to the training workshops during the 12 month period that they are involved in the programme. This will ensure that they are provided with the level of guidance and advice required to ensure the implementation</p>	

	of LEAN is successful. There should be reasonable supporting communication between these visits as relevant between successful Supplier and AHDB programme manager	
Additional communications	<p>The Supplier will be expected to provide input into digital content from time to time. This digital content will be in the following formats:</p> <ul style="list-style-type: none"> <li>• Webinars</li> <li>• Videos</li> <li>• Podcasts</li> <li>• Blogs</li> <li>• Articles</li> <li>• Technical resources for levy payers (for example, Knowledge Library)</li> </ul> <p>At workshops, the Supplier should be happy to participate in the filming of short videos to be used by AHDB to promote the learnings. They should also be happy to act as a spokesperson for media/editorial purposes as necessary to promote the programme.</p>	AHDB will use the communication content produced to populate the relevant AHDB website pages and to produce 'how to' guides for those businesses who want to learn more about how to introduce LEAN but are unable to participate in the workshops. It will also be used for social media content and for articles for AHDB magazines.
Producing case studies	At the end of each year, the Supplier should provide a written report on the AHDB standard report template combining the case studies that have been generated during the previous 12 months and providing an overall evaluation report of what has been achieved across the sites who have been involved.	This report will be used by AHDB for evaluation work and to help guide our communications about LEAN.
Standalone Lean review	<p>AHDB may require the Supplier to provide a standalone Lean review. The minimum content of this review shall be:</p> <ol style="list-style-type: none"> <li>1. Process mapping: Ideally a holistic look at the processes to outline the key production processes and the performance metrics the farm currently sets. The map requires at least one key production process to be analysed in detail e.g. AI or milking or packing etc.</li> <li>2. Waste walk that takes in all 8 of the potential sources of waste (Transport, Inventory, Motion, Waiting, Overproduction, Overprocessing, Defects and Skills) as a minimum in the key production process that was analysed in detail as part of process mapping</li> <li>3. A prioritisation with the business owner and team</li> <li>4. An action plan that identifies: <ol style="list-style-type: none"> <li>a. The main SMART objectives of any improvements</li> <li>b. Clearly assigned roles within a Kaizen group</li> </ol> </li> </ol>	

	<p>c. Methods and tools for measuring and controlling improvements</p> <p>d. The KPI and key metrics to be recorded when monitoring progress.</p> <p>5. A report that summarises the findings</p> <p>This would typically be a 3 – 5 day task depending on business size or complexity</p>	
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## AHDB Responsibilities

AHDB shall be responsible for:

- Recruiting the host sites and for ensuring that they have the correct facilities and insurance to be able to host workshops.
- Notifying the supplier of any biosecurity issues for the host site, and for providing PPE where necessary.
- Advertising and signing up delegates for the workshops and for making arrangements in terms of workshop and logistics planning (i.e. venue, catering, etc).
- Using AHDB communication channels to push messages from the Strategic Centres to wider industry with the supplier taking responsibility for providing content for this.
- Where necessary, booking and covering costs for all accommodation that will be required for the Supplier to deliver the workshops.

The programme should be flexible so that, if the need arises, the farmer and grower groups, AHDB and the supplier can agree changes to the number of host sites involved. The maximum number of host sites to be worked with each year would be between 3 and 15 depending on demand. In years where this may be fewer due to available resources, current AHDB priorities, etc, the total annual budget for the work will need to be adjusted accordingly via a process of annual review. We do not anticipate the need to change budget resource within a year once the annual plan has been agreed.

### Formal Training Courses Certification / Accreditation

Where requested by AHDB, the supplier will be able to provide an accredited LEAN apprenticeship, accreditation must be valid for registrations of learners from September 2020. This is only applicable to formal training courses.

AHDB will expect the Supplier to participate in training delivered by AHDB to enable upskilling in sectors where they do not have satisfactory knowledge or experience.

### Training Course or Knowledge Exchange Event Cancellation

The cancellation policy shall be specific to the training programme/ event and shall be described and agreed within the call-off agreement.

### Skills and Competence

The Supplier shall ensure that the Supplier Personnel are adequately trained to ensure that the Supplier's obligations under this Agreement are met in full. The Supplier acknowledges that

such training is ongoing and refresher courses should be held as appropriate to ensure continued competency (at no cost to AHDB).

## **AHDB Policies and 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. 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 horticulture, potatoes and 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 by the supplier will require sign off from AHDB.
- All documentation 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.

### **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 quarterly review meetings. These shall be used to:

- Discuss Supplier performance
- Review recent training course or event delivery/ feedback
- Review delivery milestones and timelines
- Review any on site reviews & 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.

The frequency of these meetings may be subject to change on the basis of a risk-based assessment as part of the call-off agreement.

## 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
Milestone Progress Report	Summary of savings and efficiency improvements for businesses and progress against milestones.	1 report per programme per quarter to be emailed to AHDB within the first two weeks of the quarter, containing data for the previous quarter.
Annual Activity Evaluation Report	Report covering annual activity including online content, programme summaries & impacts and case studies.	1 report per annum to be submitted 1 month prior to the anniversary date of the framework agreement
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

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.

Should the Supplier not complete the target percentage for the performance criteria, for 3 consecutive months, AHDB will 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, the Client reserves the right to terminate the agreement.

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.

Performance Criteria	Measure	Completed	Not Completed	Percentage/ Score	Score	Mitigating Circumstance
Milestone progress report	Percentage of reports submitted within 2 weeks of quarter containing data for the previous quarter	100%	<100%		Completed/ Not Completed	
Milestone achievement	Percentage of milestones achieved in line with agreed timeline	100%	<100%		Completed/ Not Completed	
Training course or event delivery specification	Provision of specification with clearly defined, achievable learning outcomes, including production of resources	100%	<100%		Completed/ Not Completed	

Online content production	Number of online articles produced on time	1	<1		Completed/ Not Completed	
Evaluation report completion following standalone assessment	Report submission to AHDB and producer within 10 working days	100%	<100%		Completed/ Not Completed	
Annual activity evaluation report	Report submission to AHDB on an annual basis to be submitted 1 month prior to the anniversary date of the agreement	100%	<100%		Completed/ Not Completed	
Completion of actions from previous review meetings	All actions completed from previous review meeting, in line with agreed timescales. For any actions not completed, explanation is provided and agreed with AHDB.	100%	<100%		Completed/ Not Completed	

## Pricing

Fedden USP		
Description	Unit	Price (£)
One-off site visit	per day	
Standalone lean review (between 3-5 days)	per day	
Delivery of KE workshop	per day	
Delivery of certified training course	per day	
Preparation and delivery of digital content	per day	



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  
Buying Goods & Ser



Call off order form

## **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.