



FRAMEWORK AGREEMENT FOR THE PROVISION OF GOODS AND/OR SERVICES

Agriculture and Horticulture Development Board

and

U&I Learning

**Technical Framework Agreement for the Supply of
Lot 5 HR Workforce Planning**

FORM OF AGREEMENT

THIS FRAMEWORK AGREEMENT IS MADE ON 11TH OF AUGUST 2021

BETWEEN

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

AND

U&I Learning (Company Registration Number: 5057021), of 32 King Edwards Sheffield South Yorkshire S6 5SQ ('**the Supplier**')
AHDB and the Supplier are the Parties to this Framework Agreement.

WHEREAS

- A. AHDB wishes to acquire Lot 5 HR Workforce Planning
- 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 15);
 - Annex 4 (Call-Off Contract Template, page 18);
 - Annex 5 (AHDB Terms, page 19)
- 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:



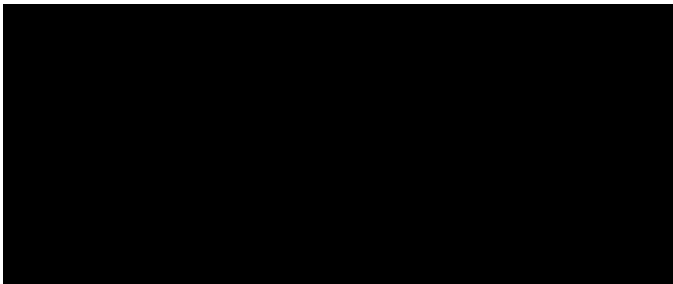
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Signed for and on behalf of U&I Learning:

Signature:

Name of signatory:

Date:



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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:
 32 King Edwards Sheffield South Yorkshire S6 5SQ
- 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 – Workforce Planning

Introduction

The Supplier shall provide services that shall enable AHDB levy payers to strengthen workplace planning processes and training plans.

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 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/ Supplier Responsibilities

The Supplier shall be responsible for the following Services under this Agreement:

- Delivery of Workforce Planning Workshops to AHDB levy payers
- Production of Workshop content and training materials
- Development of template documentation
- Production of webinars and podcasts on topics relating to Workforce Planning.
- Production of "How-to" videos
- Insight sharing, support and guidance to AHDB on Workforce planning
- Delivery of on farm workforce planning reviews at specific Farm Excellence host farms
- Presenting at relevant knowledge exchange events on the above topics

Any content produced by the Supplier shall be in Microsoft Word or PDF format and suitable for use by farmers.

The Supplier shall use AHDB resources, such as web content and reports, as and when required.

The Supplier shall be expected to present to AHDB levy payers and trainers will therefore be seen as an extension of AHDB. It is therefore important that content is engaging, clear, suits the target audience and written/delivered in such a way as to inspire/instigate change.

The Supplier shall ensure that all advice provided under this agreement is in line with ACAS/legal guidelines.

Topics which the Supplier shall be expected to cover are as follows:

- Understanding skills requirements and planning workforce
- Recruitment
- Induction
- Development
- Performance Management
- Employee Engagement and Motivation

- Recognition
- Exit strategy
- Performing & implementing workforce planning

AHDB Responsibilities

AHDB shall be responsible for managing the overall programme and the following delivery elements:

- Provision of names and locations of host farms.
- Promotion and coordination of events.
- Identification of knowledge gaps in workforce planning
- Collection of feedback from training courses.

Training and Induction

The Supplier shall attend an inception meeting upon instruction of work under the framework. Where required, AHDB shall provide training and guidance on any processes, systems, templates or brand guidelines relevant to the framework agreement.

Skills and Competence

The Supplier shall ensure that they have and maintain knowledge and expertise in Workforce Planning best practice. Agricultural experience is advantageous but not essential. Suppliers shall have the ability to contextualise training and the willingness to learn.

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 & Guidance

AHDB is a public body so Suppliers shall be mindful that a high 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 produced by the supplier will require sign off from AHDB. _

- All documentation and resources produced will be owned by AHDB and the farm businesses (where appropriate i.e. specific business review), for example, all material outputs from individual businesses.
- All individual farm business is to remain anonymous and confidential until express permission is given for the dissemination of 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 either during or after the contract.
- All business/individual identifying information should be handed back to the AHDB at the end of the contract and deleted from the suppliers records (Digital and Physical)

Service Level Agreement

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

1. SERVICE LEVEL	2. MINIMUM SERVICE LEVEL REQUIRED
DESCRIPTION	
3. Response to queries from AHDB, upon instruction of work	4. Response to AHDB queries by the Supplier within 48 hours
5. Provision of training materials to AHDB in advance of a workshop event	6. Provision of training materials to AHDB at least 3 weeks in advance of the workshop commencement date

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 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
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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.
Summary email	Summary email of achievements within week, AHDB dependencies, advanced warning of any delays with corrective actions taken and feedback on AHDB performance. Required from inception through to completion of work request.	Weekly. To be submitted on Monday containing information for the previous 5 days.
Final report for each programme	Feedback and summary from workshops including any discussions, next steps and improvements for future activity	1 report per programme. To be submitted within 2 weeks of the final date of the programme.

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						
Performance Criteria	Measure	Target Percentages		Percentage/ Score	Completed/ Not Completed	Mitigating Circumstance
		KPI Completed	KPI 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%			
Response to queries from AHDB, upon instruction of work	Percentage of AHDB queries responded to within 48 hours	100%	<100%			
Provision of training materials to AHDB in advance of workshop event	Percentage of workshops where training materials were provided to AHDB at least 3 weeks in advance of the workshop commencement date	100%	<100%			
Continuity between response to quotation request/ call-off and workshop delivery in terms of trainer provision	Percentage of workshops where trainer delivering workshop is consistent with the trainer described within the Suppliers response to a call-off request	100%	<100%			

Summary email submission	Percentage of reports submitted in accordance with the SLA	100%	<100%			
Final report submission	Percentage of reports submitted in accordance with the SLA	100%	<100%			

Pricing

		UI Learning
Description	Unit	Price (£)
Face-to-face or digital training course development	per hour	
Face-to-face or digital training course delivery (inclusive of any training materials)	per day	
Presentation/ speaker at AHDB events	per hour	
Content or resource creation	per hour	
Insight sharing, support and guidance to AHDB	per hour	
Delivery of farm review and action plan	per day	

Appendix to Annex 2 Amendments to Specification

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.