CONTRACT FOR
THE PROVISION OF GOODS AND/OR SERVICES

Agriculture and Horticulture Development Board

and

Trade Data Monitor, LLC

Contract for the Provision of Trade Data flow information

Ref: 2021-485

The contract is for 1 year starting on 1st August 2022, ending on 31st July 2023

There are options to extend 1+1+1

FORM OF AGREEMENT

THIS CONTRACT IS MADE ON 28TH…JUNE 2022

BETWEEN

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

AND

Trade Data Monitor, LLC, of [redacted], 29492, United States ('**the Supplier'**)

AHDB and the Supplier are the Parties to the Contract.

WHEREAS

A. AHDB wishes to acquire general description of goods or services (see Schedule A).

B. The Supplier is willing to supply the Goods and/or Services in accordance with this Contract.

IT IS HEREBY AGREED

1. The Supplier agrees to supply the Goods and/or Services in accordance with this Contract, including Schedule A and the Appendix.

1.1. Unless otherwise specified, the Supplier shall supply the Goods and/or Services to the Principal Office.

2. Subject to the Supplier's compliance with this Contract including any milestones, AHDB agrees to make payments in accordance with Schedule B.

3. The Parties agree to comply with AHDB's Terms and Conditions for the Purchase of Goods and Services version 2018A ('AHDB Terms' - see Annex), which are incorporated into this Contract.

4. This Contract consists of:

   - this Form of Agreement;
   - Schedule A (Specification, Milestones, page 6), including the Appendix (Specification Details, page 457);

- Schedule B (Payment and Invoicing, page 8);
- Schedule C (Contacts, page 11);
- Annex (AHDB Terms, page 13); and
- Annex 2 (Data Processing and Protection of Personal Data, page 36,

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

4.1. In the case of any conflict or inconsistency, documents shall take precedence in the order in which they appear in Clause 4 above.

4.2. Subject to public procurement law, this Contract including the Specification may be amended. Any amendment shall be agreed by the Parties in Writing and shall have no effect unless it has been so agreed.

4.3. This Contract and any amendment to it may be executed in counterpart and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

5. The Contract shall commence or be deemed to have commenced on 1st August, 2022 ('Commencement Date').

5.1. The Supplier shall complete its performance of the Contract not later than 31st July, 2023 ('Completion Date'). There are options to extend the contract by 1+1+1. This will be reviewed on an annual basis (giving 3 months notice before the expiration of contract date) at which time an extension contract will be drawn up and agreed between the customer and supplier, along with any revisions to KPIs/further requirements/alterations or budgets.

5.2. Any date in this Contract may be amended in advance by agreement in Writing and any dates that are consequently to be amended shall be similarly agreed.

5.2.1. Any amendment to this Contract shall be compliant with the public procurement principles underlying the Public Contracts Regulations 2015.

5.3. Notwithstanding any act of termination or the achievement of the Completion Date, the relevant provisions of this Contract shall remain in effect insofar as is necessary to ensure the performance of all obligations and the satisfaction of all liabilities and to enable the exercise of all rights under the Contract in each case as such shall exist at the time of such act or the Completion Date as appropriate.

6. Subject to Clause 6.4:

6.1. The maximum total liability of each Party under this Contract shall be three times the amount set out in relation to that Party in Clause 6.2.

6.2. In respect of any claim or series of connected claims arising out of the same cause in any year whether arising from negligence, breach of contract or otherwise:

(a) the maximum aggregate liability of AHDB shall be the greater of £100,000 or 125% of the cumulative total of the payments identified in Schedule B.

(b) the maximum aggregate liability of the Supplier shall be the greater of £1,000,000 or 125% of the cumulative total of the payments identified in Schedule B.

6.3. The amounts above may only be amended in Writing and prior to the event in relation to which a claim is made.

6.4. Nothing in this Contract shall limit either Party's liability for death or personal injury which may arise as a direct result of that Party's negligent act or omission, or for fraud or fraudulent misrepresentation, or arising as a result of any breach of Data Protection Legislation.

7. For the avoidance of doubt:

7.1. The Supplier's standard terms and conditions for the supply of goods or services do not apply to this Contract except as may be specifically agreed in Writing.

7.2. In the event that the Contract applies only to the provision of Goods, the provisions in the Contract relating only to Services shall not apply.

7.3. In the event that the Contract applies only to the provision of Services, the provisions in the Contract relating only to Goods shall not apply.

7.4. Subject to any specific provision to the contrary, this Contract shall not apply to Research.

8. Any amendments to the Annex to this Contract shall be made as sub-clauses below

8.1. There are no amendments to the Annex.

9. Special Conditions: Throughout the duration of this contract, there may be a requirement to minimise services, example: discontinuation of data requirements for one of our sectors. This would be required if AHDB lost its power to impose a levy upon any Industry relevant to the Goods and Services, and would impact a reduction or discontinuation of any relevant service (as mentioned in clause 15.9). Advanced notice of this was also mentioned within the specification on page 9 where it was asked for itemised costs for the four AHDB sectors in case AHDB wish to proceed with a selection of services during the initial contract or extension periods. Copy of specification is at the end of this contract document. Also note: It is also a requirement that AHDB have the rights to be able to publish any data. Agreement was given by Trade Data Monitor during the pitch on the 5th May 2022, for the purpose of this contract, AHDB would like to be transparent about this agreement made and have this written into the contractual agreement under clause

9.1. Nothing in this Contract shall limit AHDB having the right to amend, vary, reduce or increase the goods and services supplied under this Contract upon giving the Supplier reasonable notice of the intention to do so.

9.2. There are Special Conditions as above in clause 9. Notwithstanding any other provision in this Contract AHDB shall have the right to publish trade flow information of value, volume, average price:

9.2.1. At single and or grouped 2,4,6,8, digit code level

9.2.2 By individual country and or grouped countries

9.2.3 By individual month and or grouped monthly time periods

9.2.4 In tables, graphs and other visuals

9.2.5 In formats which can be downloaded by others eg Excel.

9.3 Notwithstanding any other provision in this Contract the Supplier warrants that all goods and services including data supplied under this Contract shall be accurate, up to date and provided in a timely manner in accordance with the provisions in this contract, performed with reasonable skill and care by competent and trained personnel and any data will be provided free from viruses and any other malicious code. The Supplier will maintain all licences and consents necessary for the performance of its obligations and will comply with all applicable laws and regulations in the provision of the goods and services, including all data.

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

Signature: [redacted]

Name of signatory: [redacted]

Date: [redacted]

Signed for and on behalf of the Supplier:

Signature: [redacted] [redacted]

Name of signatory: [redacted] [redacted]

Date: [redacted] [redacted]

Schedule A Specification, Milestones

1. Specification

1.1. The Specification is detailed in the Appendix, page 45.

1.2. The Specification is based on:

- the invitation and/or acceptance by AHDB for the supply of the Goods and/or Services, whether by tender or otherwise, and
- the Supplier's offer but excluding any of the Supplier's terms and conditions indicated to be imposed thereby except insofar as such terms and conditions do not conflict with any other provision of this Contract.

1.3. Any amendment to the Specification agreed in accordance with this Contract shall be deemed to be included in the Appendix.

2. Milestones

2.1. The following SLAs and KPIs are agreed:

KPIs

KPI Performance Criteria	**Measure**	**Target Percentages**		**Percentage/Score (how AHDB will assess)**
		KPI Completed	**KPI Not Completed**	
File Format of data extract – FTP or API protocol	Must always match example file in Appendix 2	**100%**	**<100%**	100%
Accuracy of Dataset – both web-based and data extract	Measured against output published by a relevant country's Customs & Excise Office	**100%**	**<100%**	100% **48** hours to rectify any issues
Full provision of HS commodity codes and countries	As per agreement following evaluation process – see Appendix 1	**100%**	**<100%**	100%
Although AHDB are asking for 100% accuracy, the supplier shall be given 24 hours to rectify any issues in data accuracy prior to escalation				

SLAs

Service Level Description	**Service Level Target**	**Minimum Service Level Required**
Updates of the "Dataset" in the web-based platform	Data updates completed	Updates within 2-3 working days of release by relevant country's Customs & Excise office
Delivery of the "Dataset" provided for the data extract service	Data extract delivery	Delivered at least monthly, and within 1 working day of UK HMRC trade flow information being update to the web-based platform
Allocate a designated contact to deal with contractual queries	AHDB to be advised of any delays to contractual queries	Acknowledged within 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days
Allocation of designated contact to deal with any technical queries/issues	AHDB to be advised on any technical query/issue, or to advise on any the experience	Acknowledged withing 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days
Although AHDB are asking for 100% accuracy, the supplier shall be given 24 hours to rectify any issues in data accuracy prior to escalation		

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Schedule B Payment and Invoicing

1. AHDB shall raise a Purchase Order following its receipt of this Contract signed by the Supplier, the serial number of which shall be notified to the Supplier.
2. Subject to Condition 11.3.1 and any amendment of this Contract in Writing, AHDB will pay the Supplier no more than £[redacted] per annum if all sector are taken p, exclusive of VAT. A breakdown per annum, per sector was requested and provided by the supplier in the below tables.

   Please note: For Year One there is a possibility that Cereals and Oilseed may not be required and therefore AHDB would expect to see a reduction of £[redacted]. This would mean that during Year One, AHDB would pay no more than £[redacted]. This could potentially be reviewed and required further into the contract or in subsequent contract periods, whereupon the [redacted] for this sector would be reinstated within the costs.

   If within the first six months (between August 2022 and February 2023) of the contract AHDB wish to reinstate the requirements for Cereals and Oilseed, AHDB would expect to pay £[redacted] for 6 months' worth of service for this sector.

   There is a potential for a total of £[redacted] over a period of 4 years if **all** extensions (**for all sectors**) are taken up. Initial contract is for one year with the option to extend by 1+1+1. (Please refer to Clause 9 on Page on Page 4).

Complete grey cells	Beef & [redacted]		Pork		Dairy		Cereals & Oilseeds	
(Unless otherwise stipulated, all prices are exc. VAT)								
	1x12 month	3x12 month	1x12 month	3x12 month	1x12 month	3x12 month	1x12 month	3x12 month
Annual cost for the initial contract period (covering subscription/data provision charges) – fixed pricing	[redacted]		[redacted]		[redacted]		[redacted]	
An annual cost for the additional 3 x 12-month extension periods (again covering subscription/data provision charges)– fixed pricing		[redacted] 0		[redacted] 00		[redacted] 00		[redacted]
(sub-set of the cost for this service for the sector)								
Access to the web-based platform	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost
The data extract service (including any additional cost to deliver the service more frequently e.g., weekly)	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost	Included - no extra cost
The rights to republish the trade flow information (including any cost differentials for publishing HS codes at two-, four-, six-, eight-, or ten-digit code levels AND/OR for publishing single codes vs a grouping)	[redacted] the RFP							
Total Per Year	£ 56,000.00	Enterprise-wide License						

Complete grey cells	Beef & Lamb	
(Unless otherwise stipulated, all prices are exc. VAT)		
	1x12 month	3x12 month
Annual cost for the initial contract period (covering subscription/data provision charges) – fixed pricing	[redacted]	
An annual cost for the additional 3 x 12-month extension periods (again covering subscription/data provision charges)– fixed pricing		[redacted]
(sub-set of the cost for this service for the sector)		
Access to the web-based platform	Included - no extra cost	Included - no extra cost
The data extract service (including any additional cost to deliver the service more frequently e.g., weekly)	Included - no extra cost	Included - no extra cost

Pork			Dairy	
1x12 month	3x12 month		1x12 month	3x12 month
£1[redacted]			[redacted]	
	[redacted]			[redacted]
Included - no extra cost	Included - no extra cost		Included - no extra cost	Included - no extra cost
Included - no extra cost	Included - no extra cost		Included - no extra cost	Included - no extra cost

The rights to republish the trade flow information (including any cost differentials for publishing HS codes at two-, four-, six-, eight-, or ten-digit code levels AND/OR for publishing single codes vs a grouping)	[redacted]e RFP

Cereals & Oilseeds	
1x12 month	3x12 month
[redacted]	
	[redacted]
Included - no extra cost	Included - no extra cost
Included - no extra cost	Included - no extra cost

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

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

Date	*Description*	*Amount (VAT-exclusive)*
	Invoices need to be broken down by the four AHDB sectors* and services provided (although they will be settled as a consolidated invoice). Payments will be made in arrears, at a pre-agreed frequency, upon successfully delivery of the trade flow information. *Dairy, Beef & Lamb, Pork and Cereals & Oilseeds	

Date	*Description*	*Amount (VAT-exclusive)*
	AHDB will not pay invoices retrospectively for ambiguous work that has not been agreed in advance through the provision of a purchase order. All invoices must have an approved purchase order number which must be stated and are to be sent electronically to a dedicated email address which will be provided to the winning bidder at the start of the contract.	

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

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

3. Invoices

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

(a) the serial number of AHDB's Purchase Order;

(b) any AHDB reference code notified to the Supplier;

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

(a) A description of the relevant period and activities to which the claim relates;

(b) a breakdown of the Goods and Services supplied and any other documentation reasonably required by AHDB to substantiate the invoice.

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

3.4. VAT will only be paid if a proper VAT invoice is submitted. The Supplier must exercise due care not to charge VAT on claims which are not chargeable to VAT.

3.5. AHDB's address for submission of invoices will be:

Accounts Payable, AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL.

3.5.1. Unless otherwise agreed, invoices relating to sums payable by [redacted].

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Schedule C Contacts

1. Contact information provided by the Parties shall be deemed to be appropriately inserted below.

2. Unless otherwise agreed, the Primary Contact nominated by a Party shall represent the Party for the purposes of this Contract.

AHDB

3. AHDB's address for correspondence and service (excluding invoices, see Schedule B) will be:

   AHDB, Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL

3.1. Communications with AHDB shall be marked for the attention of the person named below as AHDB's Primary Contact.

4. AHDB's Primary Contact will be:

   [redacted]

   or such other person as AHDB may nominate.

4.1. AHDB's Primary Contact will accept communications by electronic mail and (except for notices and other matters required to be in Writing) by telephone ([redacted]

Supplier

5. The Supplier's address for correspondence and service will be:

   [redacted], 29492, United States

5.1. Communications shall be marked for the attention of the person named below as the Supplier's Primary Contact.

6. The Supplier's Primary Contact will be:

   [redacted]

   or such other person as the Supplier may nominate.

6.1. The Supplier's Primary Contact will accept communications by electronic mail [redacted]

7. The Key Personnel if any in relation to the supply of the Goods and/or Services will be:

   [redacted]

   or such other person as the Supplier may nominate.

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Annex AHDB Terms

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

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1. DEFINITIONS

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

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

(b) is in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) is received from a third party who lawfully acquired it without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information;

Contract	This written contract between AHDB and the Supplier as described in Clause 4;
Contracted Worker	A person complying with the criteria set out in Condition 6.1;
Contractor's Confidential Information	For the purposes of Condition 16.2.1 only, any information, which has been designated as confidential by AHDB or the Supplier in Writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Supplier, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
DDP	'Delivered Duty Paid' (as defined in the Incoterms® rules 2010);
Data Protection Legislation(DPL)	The Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive) and/or the General Data Protection Regulation (EU) 2016/679 (GDPR) and/or any corresponding or equivalent national laws or regulations, including any amendment or update thereof and/or any new or updated laws and regulations relating to data protection including any judicial or administrative interpretation thereof and any guidance, guidelines, recommendations, codes of practice, approved codes of conduct or approved certification mechanisms issued by the Information Commissioner, any replacement body or other relevant government department or supervisory authority in relation to such legislation from time to time;
Due Date	Has the meaning given to it in Condition 11.3;
FOI Legislation	The Freedom of Information Act 2000 and similar legislation, as set out in Condition 16.1;
Form of Agreement	The agreement on the supply of goods and/or services, to which the Schedules, Annex, Appendix and other documents are attached;
Goods	Any goods, being tangible moveable items, as described in the Specification that are agreed by this Contract to be purchased by AHDB from the Supplier whether or not in relation to the supply of Services;

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

Specification	The specification provided in Schedule A and the Appendix, as it may have been amended;
Supplier	The natural or legal person named in the Form of Agreement as the Supplier. For the avoidance of doubt: • the Supplier may comprise more than one person, and • a person undertaking activities on behalf of the Supplier shall not comprise part of the Supplier unless he is named as such in the Form of Agreement;
Writing	Writing on paper, electronic mail, or any other medium that (a) allows information to be addressed to the recipient, (b) enables the recipient to store the information in a way accessible for future reference, and (c) allows the unchanged reproduction of the information stored.

1.2. Unless the context otherwise requires, references in the Contract:

1.2.1. to the Supplier or to AHDB shall, where appropriate, be references to any lawful successor, assignee or transferee;

1.2.2. to the Supplier shall refer to each person constituting the Supplier and where the Supplier consists of more than one person, subject to any allocation of specific work concerning any part(s) of the Contract to a person or any agreement otherwise, the obligations and liabilities of those persons in relation to the Contract shall be joint and several;

1.2.3. to Clauses are references to the clauses of the Form of Agreement, to Conditions are references to the terms and conditions of the AHDB Terms and to paragraphs are references to paragraphs in the referring Appendix or Schedule unless otherwise indicated.

1.2.4. to 'person' or 'third party' include any individual, body corporate, unincorporated association, company, corporation, firm, partnership, joint venture, public authority, organisation, institution, trust or agency and any other person whether or not having a separate legal personality and shall include subject to these Conditions the successors, transferees and assigns of such a person;

1.2.5. to one gender include all genders;

1.2.6. to the singular include the plural and vice versa;

1.2.7. to 'includes' or 'including' shall mean without limitation;

1.2.8. to 'contract' includes any relevant contract however described therein;

1.2.9. to any statute, statutory provision or other instrument, is a reference to it as from time to time amended, extended, consolidated or re-enacted and includes all instruments, orders or regulations made under, or deriving validity from such instrument and any instrument having a similar purpose in the relevant part of the United Kingdom.

1.3. Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.4. The headings and indexes in this Contract are inserted for convenience only and shall be ignored in construing the Contract.

2. TERMS AND CONDITIONS

2.1. Subject to the operation of law, these AHDB Terms read with the other provisions of this Contract as any such may be amended shall govern the Contract to the entire exclusion of all other terms or conditions.

2.1.1. Any amendment to this Contract shall have effect only in relation to this Contract and only if agreed in Writing.

2.1.2. These AHDB Terms as they may be amended from time to time apply to all purchases by AHDB of Goods and Services from the Supplier.

2.1.3. The terms of this Contract shall take precedence over all other terms relating to the undertaking of the Project, including those in any Purchase Order. The Parties agree that any terms in any Purchase Order inconsistent with the terms of this Contract will not amend the terms of the Contract.

3. UNDERTAKINGS BY THE SUPPLIER

3.1. The Supplier undertakes that:

3.1.1. it has taken reasonable care in developing and/or assessing the Specification, and believes after due consideration that it together with any of its agents and sub-contractors can fully carry out the necessary work;

3.1.2. to the best of its knowledge and belief, the following shall not constitute an infringement of the Intellectual Property Rights of any third party:

(a) the supply of the Goods and Services;

(b) appropriate use by AHDB of the Goods and Services, which shall take into due consideration any relevant advice on such use that the Supplier may provide.

3.1.3. it shall take reasonable steps to ensure that there is no conflict of interest as would be likely to prejudice its impartiality and objectivity in supplying the Goods and Services and that upon becoming aware of any such conflict of interest it shall promptly (and in any case within seven days) inform AHDB in Writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as AHDB may reasonably require.

3.1.4. the Goods and the Services shall:

(a) not be changed without the prior consent in Writing of AHDB; and

(b) conform to the Specification, which the Supplier confirms to be accurate, complete in all material respects and not misleading.

3.1.5. the Goods shall:

(a) be of the best available design, of the best quality and workmanship subject to the Specification and in any case without fault or defect (including Latent Defect);

(b) conform with all Laws applicable to such Goods as regards the design, manufacture, quality, packaging, storage, transportation, delivery, labelling, health, safety and environmental standards and use of such Goods which are in force at the time of supply;

(c) be complete and fully operational and shall be delivered within the agreed contract price with all parts (including all parts that are not specified in the Specification but which are required for proper operation and also the usual guards, safety devices, special tools etc.);

(d) be accompanied by all appropriate information, warnings, instructions and documentation in relation to the safe use, handling, storing, operation, consuming, transportation and disposal of any Goods or parts or materials including paper and/or electronic operation manuals or those available via functioning web link, in particular in relation to hazardous materials which will be clearly identified to AHDB;

(e) be free from chlorofluorocarbons, asbestos, dioxins, halons and radiation above natural background levels and any other similarly hazardous substances unless specifically agreed by AHDB; and

(f) comply with any applicable national and international quality assurance standards from time to time published under which the Supplier is approved; and/or as reasonably requested by AHDB.

3.1.6. the Services shall be performed with all reasonable care, skill and due diligence and in accordance with best professional, technical and scientific knowledge and practice; legislative requirements; generally recognised commercial practices and standards for similar services; and any agreed service levels.

3.1.7. it shall at all times during the duration of this Contract and at its own expense:

(a) maintain all licences and consents necessary for the performance of its obligations under the Contract;

(b) adopt safe working practices and shall not in the performance of the Contract in any manner endanger the safety of or unlawfully or unreasonably interfere with the convenience of any other person, including employees and/or contractors of AHDB;

(c) ensure that, in performing its obligations under the Contract, it does not cause any disturbance or damage to the operations and property at the relevant site;

(d) comply with AHDB's conditions and policies in relation to any site under the control of AHDB and any code of conduct and code of ethics that AHDB may provide to the Supplier from time to time;

(e) assist AHDB (and any person nominated by AHDB) in the investigation of any accident or incident or the resolution of any dispute, which assistance shall include, but not be limited to, making personnel available for interview, providing access to documents and records and providing information reasonably requested by AHDB;

(f) notify AHDB as soon as it becomes aware of any breach of laws or any health and safety incident which arises in relation to the Goods or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue); and

(g) co-operate with AHDB in all matters relating to the Goods and Services.

3.2. The undertakings given under this Condition 3 shall survive any performance, acceptance or payment pursuant to, or any expiry or termination of, the Contract and shall be extended to any repaired or replacement Goods or substituted or remedial Services provided by the Supplier.

4. PERSONNEL

4.1. The Supplier shall:

4.1.1. deploy sufficient personnel of appropriate qualifications, competence and experience to supply the Goods and Services to time and ensure that they are properly managed and supervised;

4.1.2. carry out and ensure that its employees, agents and sub-contractors supply the Goods and Services with reasonable skill, care and due diligence, in accordance with best professional, technical and scientific knowledge and practice, any legislative requirements and applying an appropriate level of integrity.

4.1.3. take reasonable steps to avoid any changes of Key Personnel, but where the Supplier considers it necessary to do so or such Key Personnel withdraw from or become unavailable for any reason, the Supplier shall promptly inform AHDB and shall take appropriate steps to replace the Key Personnel.

4.2. All persons employed by the Supplier in the supply of the Goods and Services shall be its responsibility as employer. The Supplier shall be liable to AHDB for any loss AHDB may suffer arising out of the relationship of the Supplier with any person employed by it or its sub-contractors except (i) where this arises as a direct result of any breach of contract, breach of statutory duty and/or negligence on the part of AHDB or (ii) where the Supplier could not reasonably have prevented the act or failure to act leading to the loss.

4.3. The Supplier shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed in the supply of the Goods and Services.

5. TUPE

5.1. The Supplier shall indemnify AHDB for itself and any future provider of services to AHDB against all and any costs, expenses, liabilities, damages and losses arising out of any claim, action, demand or proceeding which arises or is alleged to arise by virtue of the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with the termination of the provision of any of the Services (including without limitation in relation to any dismissal or alleged dismissal of any individual employed or engaged or formerly employed or engaged in the provision of the Services).

5.2. The Supplier shall not:

(a) at any time during the Contract, including any extension, move any staff into the undertaking or relevant part of the undertaking, who do not meet the standards of skill and experience or who are in excess of the number required for the purposes of the Contract; or

(b) make any substantial change in the terms and conditions of employment of any staff engaged in supplying the Goods and Services that is inconsistent with the Supplier's established employment and remuneration policies.

5.2.1. Where, in the reasonable opinion of AHDB, any change or proposed change in the staff employed in the undertaking or relevant part of the undertaking, or any change in the terms and conditions of employment of such staff would be a material breach of Condition 5.2, AHDB shall have the right:

(a) to make representations to the Supplier against the change or proposed change;

(b) to give notice to the Supplier in accordance with Condition 7 requiring it to remedy the breach within 30 days; and

(c) if the Supplier has not remedied the breach by the end of the period of 30 days to the satisfaction of AHDB acting reasonably, to terminate the Contract in accordance with Condition 14.4.

5.2.2. If, after due consultation with the Supplier, AHDB reasonably requires and gives the Supplier notice in accordance with Condition 7 that any person is to be removed from involvement in the supply of the Goods and Services, the Supplier shall take reasonable steps to comply with such notice.

5.3. Where, in the reasonable opinion of AHDB, the Transfer of Undertakings (Protection of Employment) Regulations 2006 are likely to apply on the termination or expiry of the Contract, the Supplier shall promptly provide on request accurate information relating to the staff who would be transferred under the same terms of employment under those Regulations, including in particular:

(a) the number of staff who would be transferred, but with no obligation on the Supplier to specify their names;

(b) in respect of each of those members of staff their age, sex, salary, length of service, hours of work, overtime hours and rates, any other factors affecting redundancy entitlement and any outstanding claims arising from their employment;

(c) the general terms and conditions applicable to those members of staff, including probationary periods, retirement age, periods of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and special leave, terms of mobility, any loan or leasing schemes, any relevant collective agreements, facility time arrangements and additional employment benefits.

5.3.1. The Supplier shall indemnify AHDB against any claim made against AHDB at any time by any person in respect of any liability incurred by AHDB arising from any deficiency or inaccuracy in information which the Supplier is required to provide under Condition 5.3.

5.3.2. AHDB shall take reasonable precautions to ensure that the information referred to in Condition 5.3 is given only to suppliers who have qualified to tender for the future provision of the supply of the Goods and Services and similar goods and services.

5.3.3. AHDB shall require any supplier to whom such information is given:

(a) to treat the information in confidence,

(b) not to communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by AHDB, and

(c) not to use it for any other purpose.

6. CONTRACTED WORKERS

6.1. This Condition 6 applies in relation to and only in relation to a person satisfying all of the following criteria (a 'Contracted Worker'):

6.1.1. The person must be contracted to undertake Research for or supply goods or services to AHDB for six months or more, directly by this Contract or consequent upon an obligation in this Contract upon the Supplier;

6.1.2. The person must not be on the payroll of AHDB or Meat and Livestock Commercial Services Limited or any UK government department (including a devolved administration) or any agency thereof;

6.1.3. The person must be or have been liable to pay UK income tax and/or national insurance contributions at the appropriate time;

6.1.4. The rate of payment (calculated based on a 7.5 hours working day, and excluding reimbursement of expenses necessarily incurred and VAT) for the provision of such services must be £220 or more per day.

6.2. Insofar as the Contracted Worker is liable to be taxed in the UK in respect of consideration received in relation to this Contract, he shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

6.3. Insofar as the Contracted Worker is liable to National Insurance Contributions (NICs) in respect of consideration received in relation to this Contract, he shall at all times comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

6.4. AHDB may, at any time during the term of this Contract, request the Contracted Worker to provide within a specified period information which demonstrates how he complies with Conditions 6.2 and 6.3 above or why those Conditions do not apply to him. For the avoidance of doubt, this does not oblige the Contracted Worker to disclose the amount of income tax or NICs paid.

6.4.1. AHDB may supply any information which it receives under this Condition 6.4 to the Commissioners of Her Majesty"s Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

6.5. Insofar as the Supplier is a Contracted Worker or the Supplier contracts directly or through any other person with any Contracted Worker for the supply of Research or goods or services in relation to the satisfaction of its obligations under this Contract, this Condition 6 shall apply in relation to each Contracted Worker.

6.5.1. The Supplier shall ensure that such contracts:

(a) contain obligations and other provisions equivalent to those in this Condition 6 so that AHDB is able to take action in relation to each Contracted Worker; and

(b) ensure that any information provided by a Contracted Worker to any other person in relation to the operation of this Condition 6 may lawfully be provided to AHDB and be provided by AHDB to the Commissioners of Her Majesty"s Revenue and Customs.

6.6. Subject to Condition 14.12, AHDB may terminate this Contract if:

(a) in the case of a request mentioned in Condition 6.4, the Contracted Worker:

(i) fails to provide information in response to the request within any specified period or, if no period is specified, within a reasonable time, or

(ii) provides information which is inadequate to demonstrate either how he complies with Conditions 6.2 and 6.3 above or why those Conditions do not apply to him; or

(b) AHDB receives information which demonstrates that, at any time when Conditions 6.2 and 6.3 apply to the Contracted Worker, he is not complying with those Conditions.

6.6.1. Amendments to the Contract under Condition 14.12 may exclude the Contracted Worker but AHDB shall have no liability to the Supplier in relation to any liability thereby falling upon the Supplier.

7. CONTACTS AND COMMUNICATION

7.1. AHDB and the Supplier shall each nominate a Primary Contact as its principal point of contact.

7.1.1. The Supplier shall nominate any Key Personnel.

7.1.2. Any such nomination shall be in Writing to the other Party.

7.2. The Primary Contacts and the Key Personnel shall communicate as necessary to facilitate the performance of this Contract.

7.3. Contact and communication information relating to each Party is set out or deemed to be set out in Schedule C.

7.3.1. Unless otherwise agreed, any communication between the Parties concerning the Contract shall be in English.

Notices

7.4. Any notice required to be given shall:

7.4.1. be in permanent written form and signed by or on behalf of a duly authorised officer of the Party giving notice;

7.4.2. be deemed duly served if:

(a) given to the Representative of the Party to be served with the notice (the 'receiving Party'), or

(b) left at, or sent by pre-paid first class post (or by air mail if one Party is outside the UK) or by facsimile transmission to, the address of the receiving Party specified in Schedule C.

7.4.3. be deemed to have been received by the receiving Party:

(a) on the first Working Day after the day on which it is given to the Representative of, or left at the address of, that Party;

(b) on the third Working Day after the day on which it is posted save that if the notice is sent by air mail, it shall be deemed to have been so received on the fifth Working Day after the day on which it is posted;

(c) on the first Working Day after the day on which a facsimile is transmitted.

7.5. In proving the serving and receipt of a notice it shall be sufficient to prove that:

(a) the notice was given or left in accordance with Condition 7.4.2; or

(b) the envelope containing the notice was correctly addressed and was posted; or

(c) the facsimile was correctly addressed and was confirmed by the recipient equipment as having been received with all pages successfully transmitted.

8. OPERATION OF THE CONTRACT

8.1. The Supplier shall properly manage and monitor the supply of the Goods and Services and inform AHDB in Writing without undue delay if any aspect of the Contract is not being or is unable to be performed.

8.1.1. The Supplier shall provide all the facilities necessary to supply the Goods and Services.

8.1.2. Any materials or processes used in connection with the supply of the Goods and Services shall be in accordance with standards set out in the Contract.

8.2. The Supplier shall supply the Goods and Services to AHDB in accordance with the Specification and ensure that its employees, agents and sub-contractors act with reasonable skill, care and diligence.

8.3. The Supplier shall take reasonable steps to follow best professional or good industry practice and ensure compliance with all applicable laws, codes of practice, guidelines and any Standards set out in the Specification, by itself and its servants, employees, agents and sub-contractors.

8.4. The Supplier confirms that:

8.4.1. it will comply with best practice and relevant provisions, whether statutory or otherwise, relating to health and safety at work;

8.4.2. it will comply with the DPL;

8.4.3. it will not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010;

8.4.4. it will comply with the Bribery Act.

8.5. The Supplier confirms that in entering into the Contract it has not:

8.5.1. colluded with any competitor in formulating its offer to supply the Goods and Services except insofar as any such competitor is a named participant in a consortium in relation to supply of the Goods and Services of which the Supplier is also a participant;

8.5.2. canvassed any person associated with AHDB or otherwise sought improperly to improve its competitive position in relation to this Contract;

8.5.3. done or omitted to do anything that would result in a breach of the Bribery Act 2010.

8.6. Except to the extent permitted in this Contract, the Supplier shall treat all Confidential Information belonging to AHDB as confidential and shall not disclose any such Confidential Information to any other person without the prior consent in Writing of AHDB, except under an obligation of confidentiality upon such persons and to such extent as may be necessary for the performance of the Supplier's obligations under the Contract.

8.6.1. Each Party may discuss the Contract and its performance with any adviser or consultant subject to appropriate conditions of confidentiality.

8.7. The Supplier shall promptly and in any case not later than one week of its becoming aware of any circumstances likely to adversely affect the supply of the Goods and Services bring these matters to the attention of AHDB in Writing and the Primary Contacts shall reasonably agree any consequential action that shall be taken.

8.8. Each Party shall, subject to being informed reasonably in advance, attend all meetings specified in the Contract or otherwise reasonably arranged by either Party for the discussion of matters concerned with the supply of the Goods and Services.

8.9. At any time prior to delivery of the Goods to AHDB or completion of the Services AHDB (or its nominee) shall have the right to inspect and test the Goods or inspect the work being carried out in performance of the Services. If at the date of the inspection the Goods are located or the Services are being performed at the premises of the Supplier or its associated companies or sub-contractors, the Supplier shall procure that AHDB or its nominees have access on reasonable notice and shall ensure that the inspectors shall receive such information and

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

8.9.1. If the results of such inspection or testing cause AHDB to be of the opinion (acting reasonably) that the Goods and/or Services do not conform or are unlikely to conform to the Specification, or that the Goods and/or Services may not be delivered to time, AHDB may at its option:

(a) inform the Supplier in Writing, following which the Supplier shall immediately take such action as is necessary to ensure conformity or timely delivery as the case may be;

(b) reject the Goods or Services; or

(c) require and witness further testing and inspection.

8.9.2. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and the Services and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

9. SUB-CONTRACTING

9.1. Without prejudice to the provisions of Annex 2, where a Supplier enters into a Sub-Contract for the purpose of performing its obligations under the Contract, it shall ensure that provisions are included *mutatis mutandis* in the Sub-Contract which:

(a) have the same effect as Conditions 11.3, 11.3.1 and 11.3.2; and

(b) require the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect *mutatis mutandis* as Conditions 11.3, 11.3.1 and 11.3.2.

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

9.2. The Supplier shall ensure that any sub-contractor complies with the terms and conditions of this Contract insofar as they are applicable and shall provide AHDB on request with a copy of any sub-contract.

9.2.1. Where the Supplier becomes liable to pay interest payments to a sub-contractor, AHDB will not reimburse those costs unless they are incurred due to the negligence or default of AHDB.

9.3. The appointment of sub-contractors shall be subject to the prior approval of AHDB which shall not be unreasonably delayed or refused.

9.3.1. Any sub-contract shall not relieve the Supplier of its obligations under the Contract and the Supplier shall remain liable to AHDB for any performance or non-performance of such obligations.

10. INTELLECTUAL PROPERTY RIGHTS

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

10.2. The Supplier shall fully disclose all such arising Intellectual Property Rights to AHDB and shall not use them for its own purposes or those of any third party nor disclose them without the prior written consent of AHDB. The Supplier at the request and expense of AHDB will take all measures which may be necessary to vest ownership of such Intellectual Property Rights in AHDB or its nominee and shall assist AHDB in establishing and protecting such Intellectual Property Rights, including if necessary doing all such acts and executing all such documents as AHDB reasonably deems necessary. To the extent permitted by applicable Laws, the Supplier shall waive or shall procure the waiver of moral rights in such Intellectual Property Rights.

10.3. The Supplier shall:

10.3.1. ensure that each person who is engaged in relation to the Contract is engaged on terms which do not entitle him to copyright or any other arising Intellectual Property Rights;

10.3.2. ensure that it is and remains entitled to transfer free from any encumbrances any title and/or rights necessary to effect any vesting required by this Contract;

10.3.3. co-operate with and assist AHDB in obtaining and/or enforcing any and all rights in such Intellectual Property.

10.4. If a claim is made that the possession or use by AHDB of any Goods or Services supplied under this Contract infringes the Intellectual Property Rights of a third party, or in the Supplier's reasonable opinion such a claim is likely to be made, the Supplier shall promptly and at its cost either:

10.4.1. obtain for AHDB the right to continue using the materials which were the subject of the claim; or

10.4.2. modify or replace the infringing part of the materials so as to avoid the infringement or alleged infringement but in such a way that it complies with the representations and warranties in this Contract.

10.5. If the Supplier becomes aware that any person alleges that any Intellectual Property Rights owned by or to be vested in AHDB are invalid or that use of such Intellectual Property Rights infringes any Intellectual Property Rights of another party then it shall as soon as reasonably practicable give AHDB particulars thereof in Writing and shall make no comment or admission to any third party in respect thereof.

10.6. All AHDB's Intellectual Property Rights and all materials, products, samples, documents and information provided by AHDB to the Supplier (including copyright therein) shall remain the property of AHDB. Their use by the Supplier shall be allowed only within the limits of the purpose of this Contract or another written contract between the Parties.

10.7. This Contract shall not affect the ownership of any Intellectual Property Rights in existence before the Commencement Date.

10.7.1. For the avoidance of doubt, Condition 10.1 shall not apply in relation to pre-existing Intellectual Property Rights in software that has been modified at AHDB's expense to enable the performance of this Contract. Any use of such modified software by the Supplier other than at the request of AHDB shall be subject to the prior agreement of AHDB in Writing.

11. PAYMENT

11.1. AHDB will not reimburse any increase in the Supplier's costs (including increases in pay rates, national insurance and other employment costs) unless agreed in writing prior to the Supplier incurring such an increase.

11.2. All payments shall be paid to the Supplier, which shall hold in trust for AHDB any monies due therefrom to any other person until they are received by that person. The Supplier shall comply with instructions from AHDB in Writing to withhold part or all of any such payment to such a person and AHDB shall reimburse the Supplier for any damages awarded judicially against the Supplier consequent upon the Supplier's compliance with any such instructions.

11.3. AHDB shall pay all undisputed amounts within 30 days of the day when it has determined that a received invoice is valid and undisputed (the 'Due Date'). Such determination shall include establishing that it is proper (as described in Schedule B). Time for payment shall not be of the essence of the Contract.

11.3.1. AHDB will consider and verify invoices in a timely manner.

11.3.2. If AHDB fails to comply with paragraph 11.3.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Condition 11.3 after a reasonable time has passed, taking into consideration all relevant circumstances.

11.3.3. If any sum due under the Contract is not paid within 30 days of the Due Date then, without prejudice to the Parties' other rights under the Contract, that sum shall bear simple interest from the Due Date until payment is made in full, both before and after any judgment, at 2 per cent per annum over the official dealing rate in force on the day on which such interest starts to run, where the official dealing rate is the rate announced from time to time by the Monetary Policy Committee of the Bank of England and for the time being in force as the official dealing rate.

11.3.4. The Supplier is not entitled to suspend deliveries of Goods or Services as a result of any sum being outstanding.

11.3.5. In the event that an agreed milestone is not achieved or the final claim is not made as agreed, AHDB reserves the right to withhold all or part of the relevant monies otherwise due to the Supplier.

11.3.6. AHDB reserves the right to audit any payment for which reimbursement is claimed and the Supplier agrees to co-operate fully in relation to any such audit.

11.4. Notwithstanding any other provision in this Contract and without prejudice to its other rights and remedies, no part of the final scheduled payment shall be due from or payable by AHDB until the performance of the Contract by the Supplier has been completed to AHDB's satisfaction acting reasonably.

11.4.1. In the event that no final payment is scheduled, such final scheduled payment shall be deemed to be 20% of the total payment due under this Contract if performed in full.

11.4.2. In the event that the Supplier fails to complete such performance on or before the Completion Date through no fault of AHDB:

(a) the Parties shall agree a date and the performance shall be completed no later than such date;

(b) without prejudice to any other rights and remedies available to AHDB, AHDB shall be entitled to receive from the Supplier an amount equal to 10% of the total sum payable by AHDB to the Supplier under the Contract, such payment being a debt

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

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

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

12. LIABILITY

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

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

(a) death or personal injury;

(b) loss of or damage to property (including property belonging to AHDB for which it is responsible);

(c) any losses arising from a breach of Data Protection Legislation; and

(d) actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis)

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

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

(a) any loss, damage injury, cost and expense is caused by the negligent or wilful act or omission of AHDB, its employees, agents or contractors, or by the breach by AHDB of its obligations under the Contract; or

(b) the Supplier is able to demonstrate that the loss, damage or injury arose as a direct result of the Supplier acting on specific instructions in Writing from AHDB.

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

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

12.4.2. Satisfactory evidence of the level of insurance and the payment of premiums in relation to the policy or policies of insurance referred to in Condition 12.4 shall be shown by the insuring Party to the other Party on request.

12.4.3. No Party to the Contract shall take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any insurance policy in which that Party is an insured, a co-insured or additional insured person.

12.4.4. AHDB may waive the requirement for indemnity and/or insurance, in whole or part, where the Supplier is able to provide adequate assurance that it can meet any liabilities for which indemnities are provided for under Condition 12.2.

12.5. In relation to any Supplier that is an Academic Institution (or is deemed to be such by this Contract), the following shall not apply:

(a) any requirement for an indemnity and any consequential requirement for insurance and evidence thereof;

(b) Condition 11.5.

For the avoidance of doubt, such non-application shall not relieve the Supplier of any liability to AHDB.

12.6. Neither Party shall be responsible for any failure to perform its obligations hereunder due to an event of force majeure, including any circumstances beyond its reasonable control, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either Party's workforce).

12.6.1. In the case of an event of force majeure, the Parties shall seek to minimise any adverse effect on the Contract, including adjusting milestones where appropriate

12.6.2. If an event of force majeure delays the supply of any Goods or Services by more than thirty days and this event could reasonably be envisaged to jeopardise the interests of a Party or the Contract, the Parties shall consider and agree on appropriate action including whether the Contract and its performance should be amended, postponed or terminated and subject to the agreement of AHDB shall take appropriate action.

13. DELIVERY, ACCEPTANCE AND REJECTION

13.1. Subject to Conditions 13.1.1 and 13.1.2, the Goods shall be delivered DDP to the AHDB Stores and the Services performed at the place specified in the Contract. Delivery shall take place at the entrance to the relevant building or such other building as may be specified and not roadside unless otherwise agreed in writing prior to delivery.

13.1.1. Supplies of Goods by letter post may be addressed to the Principal Office.

13.1.2. A different place of delivery or performance may be agreed:

(a) in Writing prior to delivery of the Goods or the performance of the Services; or

(b) orally prior to such delivery or performance and where appropriate subsequently confirmed in Writing.

13.1.3. The Supplier shall unload the Goods at its own risk as directed by AHDB. Unless otherwise stipulated by AHDB, deliveries shall only be accepted by AHDB in Business Hours.

13.1.4. The date for delivery shall be specified, or if no such date is specified then unless otherwise agreed delivery shall take place within 28 days of the order.

13.1.5. The Goods shall remain at the risk of the Supplier until delivery in accordance with the Contract to AHDB is complete (including unloading and stacking) when ownership of the Goods shall pass to AHDB.

13.2. In respect of Goods, the Supplier shall invoice AHDB upon, but separately from, despatch of the Goods to AHDB. In respect of Services, the Supplier shall invoice AHDB monthly in arrears (or at such other frequency as may be agreed between the Parties).

13.3. The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows, among other things, the Purchase Order number, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

13.4. Time shall be of the essence of the Contract in relation to the Supplier's obligation to supply the Goods and Services unless otherwise specifically agreed in Writing.

13.5. If the Goods are not delivered on the due date, the Services are not provided in accordance with the agreed timetable or if the Goods or Services (in the reasonable opinion of AHDB) do not comply with the Purchase Order, the Specification or any other standards stipulated by AHDB then, without prejudice to any other rights which it may have, subject to Condition 14.12 AHDB reserves the right to terminate the Contract.

13.6. All Goods shall be packaged by the Supplier so as to ensure that they will be in good condition upon arrival at their destination. If the Supplier requires AHDB to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to AHDB and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

13.7. Where AHDB agrees in Writing to accept delivery of Goods or Services by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to properly deliver any one instalment shall entitle AHDB at its option to treat the whole Contract as repudiated.

13.8. If the Goods are delivered to AHDB in excess of the quantities ordered AHDB shall be entitled to reject the excess Goods and shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be available for collection at the Supplier's expense within 3 months. Thereafter AHDB may dispose of such excess Goods at the Supplier's expense.

13.9. AHDB shall not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery. AHDB shall also have the right to reject the Goods as though they had not been accepted for 14 days after any Latent Defect in the Goods has become apparent.

13.10. The Supplier agrees that AHDB or AHDB's representative shall be entitled to monitor the performance of the Contract at any reasonable time and, save where AHDB has good reason not to give any notice, on reasonable notice and to inspect and take copies of any relevant records of the Supplier.

13.11. The Supplier shall promptly, and in any case within one week of its becoming aware of any circumstances likely to adversely affect the supply of the Goods and Services or the time in which this will be completed, bring these matters to the attention of AHDB's Primary Contact in Writing and the Primary Contacts shall reasonably agree any consequential action that shall be taken.

14. TERMINATION

14.1. This Contract may be terminated by agreement in Writing between the Parties at any time.

14.2. Where AHDB is reasonably of the opinion that the Supplier has a significant conflict of interest relating to the Contract, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if any such conflict of interest is capable of being avoided or removed and the Supplier promptly and successfully takes steps at its expense to avoid or remove the conflict.

14.3. Where in the reasonable opinion of AHDB the Supplier has failed to:

(a) progress the supply of the Goods and Services in accordance with the Specification unless otherwise reasonably agreed between AHDB and the Supplier in Writing, including any agreement under Condition 13.11; or

(b) otherwise fulfil its obligations under this Contract,

AHDB may give the Supplier notice in accordance with Condition 7 specifying the way in which its performance falls short of the requirements of the Contract, or is otherwise unsatisfactory. Such notice may:

(a) direct the Supplier to remedy the fault at the Supplier's expense within such time as may be reasonably specified by AHDB; and/or

(b) withhold or reduce payments to the Supplier, in such amount as AHDB reasonably deems appropriate in the circumstances.

14.3.1. In relation to any significant failure described in Condition 14.3:

(a) If the failure is not reasonably remediable, AHDB may treat the failure as a material breach of the Contract.

(b) If the failure is reasonably remediable and the Supplier fails to remedy it reasonably promptly or in accordance with any direction given by notice under that Condition, AHDB may then treat the failure as a material breach of the Contract.

14.4. In the event that the Supplier has committed a material breach of the Contract, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if such breach is capable of remedy and the Supplier has remedied such breach at its own expense within 30 days (or such other period as may reasonably be agreed) of being required by AHDB in Writing to do so.

14.5. If any distress, execution or other process is levied upon any of the assets of the Supplier intended to be used for the purposes of the supply of the Goods and Services, subject to Condition 14.12 AHDB may terminate the Contract. This Condition shall not apply if the Supplier is able to properly undertake such supply by other means at no additional cost to AHDB.

14.6. If the Supplier being an individual dies or is judged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983, AHDB may terminate the Contract.

14.7. The Supplier shall promptly inform AHDB in Writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or change of status and of the completion of any such matter. For the purposes of this Condition 14.7, 'control' has the meaning set out in section 1124 of the Corporation Tax Act 2010.

14.7.1. AHDB shall respect any reasonable request by the Supplier to treat information provided under Condition 14.7 as Confidential Information for an appropriate specified period.

14.7.2. Upon completion of any of the matters described in Condition 14.7, AHDB shall consider in the context of the Public Contracts Regulations 2015 whether the continuation of the Contract with or without reasonable amendment is unlawful and shall take appropriate action which subject to Condition 14.12 may include terminating the Contract.

14.8. The Supplier shall inform AHDB in Writing immediately upon the occurrence of any of the following events:

(a) being an individual:

- is the subject of a bankruptcy order, or
- has made a composition or arrangement with his creditors;

(b) being a company:

- goes into compulsory winding up;
- passes a resolution for voluntary winding up;
- suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets;
- has entered into a voluntary arrangement with its creditors under Part I of the Insolvency Act 1986;
- has proposed or entered into any scheme of arrangement or composition with its creditors under Part 26 of the Companies Act 2006; or
- has been dissolved;

(c) being a partnership or unregistered company:

- goes into compulsory winding up;
- is dissolved;
- suffers an administrator or receiver and manager to be appointed over the whole or any part of its assets;
- has entered into a composition or voluntary arrangement with its creditors; or
- any individual member of the partnership falls within Condition 14.8(a);

(d) or is in any case affected by any similar occurrence to any of the above in any jurisdiction,

and subject to Condition 14.12 AHDB may terminate the Contract.

14.9. If:

(a) the Supplier has failed to make satisfactory progress with the supply of the Goods and Services and AHDB reasonably believes that such supply is unlikely to be completed by the Completion Date;

(b) AHDB's powers to impose a levy upon any Industry relevant to the Goods and Services are reduced or discontinued; or

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

14.10. AHDB shall have the right at any time and for any reason to terminate the Contract by giving not less than 60 days' notice, whereupon all work on the Contract shall be discontinued.

14.11. Subject to Condition 14.12 and pursuant to regulation 73 of the Public Contracts Regulations 2015, AHDB may terminate the contract by giving the Supplier not less than 30 days' notice if:

(a) the contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with regulation 72(9) of those Regulations;

(b) the Supplier has, at the time of contract award, been in one of the situations referred to in regulation 57(1), including as a result of the application of regulation 57(2) of those Regulations, and should therefore have been excluded from the procurement procedure; or

(c) the contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and the Public Contracts Directive that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty of the Functioning of the European Union.

14.12. Before giving notice of termination under Conditions 6.6, 13.5, 14.2, 14.4, 14.5, 14.7.2, 14.8, 14.9, 14.10 or 14.11, AHDB shall consult the Supplier and the Parties shall promptly consider whether any part of the supply of the Goods and Services could reasonably and usefully continue to be undertaken as an alternative to termination and if so whether the Contract should consequently be amended. If AHDB agrees to such continuation, notice of termination shall not be given and appropriate amendments shall be made to the Contract, which may include amendments to the Specification and the payments due.

14.12.1. In the event that no agreement is reached to continue the supply of any or all of the Goods and Services within 10 days of AHDB consulting the Supplier under Condition 14.12, AHDB may terminate the Contract.

14.13. Notice of termination of this Contract shall be given by AHDB to the Supplier in accordance with Condition 7.

14.14. AHDB may, during any notice period direct the Supplier:

(a) to refrain from performing the Contract or any part thereof;

(b) to cease work immediately; or

(c) to complete, in accordance with this Contract, any part of the supply of Goods or Services, which shall be paid at the agreed price or, where no agreement exists as to price, a fair and reasonable price, and such of the Contract as is relevant to the completion of such part shall continue to have effect until such part is completed or discontinued.

14.15. Termination of this Contract by AHDB may (unless otherwise specified) have immediate effect.

14.16. Except as expressly provided in this Contract, termination of the Contract shall not affect:

(a) any right, obligation or liability of any Party which has accrued at the date of termination;

(b) any provision of this Contract which is expressly or impliedly intended to continue to have effect after the Contract has been terminated.

14.17. If the Contract is terminated by AHDB otherwise than as a consequence of a material breach by the Supplier, the Supplier shall be entitled to claim from AHDB reimbursement of expenditure incurred or irrevocably committed by the Supplier necessarily and properly in relation to the performance of this Contract including expenditure unavoidably incurred as a result of such termination but excluding loss of profits and any compensation or consequential or indirect loss. The liability of AHDB under this Condition together with any other payments made or to be made to the Supplier shall not exceed the total sum payable for the supply of the Goods and Services as set out in Schedule B.

14.17.1. Any such reimbursement shall be conditional upon the Supplier complying with a duty to mitigate such costs as far as is reasonably practicable.

14.18. In the event of termination of this Contract as a consequence of a material breach by the Supplier:

(a) AHDB shall not be under any obligation to make any payment to the Supplier for such period as is reasonable for AHDB to assess the loss and/or damage suffered as a result of the termination. After such period and discussion with the Supplier, AHDB may recover the amount of such loss and/or damage including by set off against any sums due to the Supplier in relation to this Contract;

(b) the Supplier shall promptly refund to AHDB any funds paid by AHDB to the Supplier in accordance with this Contract and not in the reasonable opinion of AHDB properly spent or properly committed for the purposes of the Contract;

(c) all rights granted to AHDB by the Supplier including any licence to use any Intellectual Property Rights in relation to the Goods and Services shall reasonably continue until the supply of the Goods and Services has been discontinued or completed in relation to the Goods and Services or similar goods and services with a replacement supplier;

(d) all rights acquired during the period of the Contract by the Supplier to use any Intellectual Property Rights provided by AHDB shall cease upon termination;

14.19. In the case of termination of this Contract pursuant to Conditions 5.2.1(c), 6.6, 13.5, 14.2, 14.4, 14.5, 14.6, 14.7.2, 14.8, 14.9 or 14.10, without prejudice to any other rights which it may have AHDB reserves the right to:

14.19.1. refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;

14.19.2. purchase from a third party Goods and Services of similar nature and scope to those that were to be supplied under this Contract;

14.19.3. recover from the Supplier any excess cost incurred by AHDB over the price agreed in this Contract together with all charges and expenses arising from the purchase of such Goods or Services from the third party; and

14.19.4. claim damages for any additional costs, loss or expenses incurred by AHDB which are in any way attributable to the Supplier's failure to perform the Contract.

14.20. Subject to Condition 14.20.1, to the extent that the Contract is declared wholly ineffective or otherwise invalid, void, voidable or unenforceable by any court, tribunal or administrative body of competent jurisdiction pursuant to law (including any law which implements or gives effect to the EU Remedies Directive

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

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

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

(a) forthwith return to AHDB the originals and any copies of all documents and materials provided in relation to the Contract and destroy any electronic copies thereof;

(b) transfer to AHDB, or any person designated by AHDB, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the supply of the Goods and Services;

(c) permit AHDB to enter premises and recover any documents, equipment and materials which are the property of AHDB provided AHDB reasonably informs the Supplier in advance of its intention so to do,

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

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

15. TRANSFER OF RIGHTS AND OBLIGATIONS

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

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

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

16. FREEDOM OF INFORMATION AND DATA PROTECTION

16.1. The Parties acknowledge that, in order to be compliant with the Freedom of Information Act 2000, the Environmental Information Regulations 2004, or any other legislation governing access to information (the 'FOI Legislation'), there may be an obligation to provide information that relates to this Contract, which may include Confidential Information, on request to third parties.

16.1.1. In the event that either Party receives a request for information relating to the Contract falling within the scope of the FOI Legislation, that Party (the 'Disclosing Party') shall be entitled to disclose such information as is necessary to comply with the FOI Legislation. The Parties shall co-operate in order to enable the Disclosing Party to comply with its obligations under the FOI Legislation. Where Confidential Information relating to the Contract is exempt from disclosure, it shall not be disclosed without the agreement in Writing of the owning Party.

16.1.2. The Disclosing Party shall not be liable for any loss, damage, harm or other detriment suffered by the other Party arising from the disclosure of any information required by the FOI Legislation to be disclosed.

16.2. AHDB maintains a database of its contracts including all those likely to have a value of £25,000 or more. AHDB recognises the importance of transparency in its procurement and contracting, and subject to any confidentiality obligations the contents of these contracts will be made available to interested persons on request.

16.2.1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOI Legislation, the content of this Contract is not Contractor's Confidential Information. The Disclosing Party shall be responsible for determining whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOI Legislation.

(a) Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for AHDB to provide or publish to the general public the Contract in whole or part, as it may be amended.

(b) The Supplier shall assist and co-operate with AHDB to enable AHDB to provide or publish this Contract, including by identifying any matters which it considers to be confidential or otherwise exempt from disclosure under the FOI Legislation. AHDB will take any representation from the Supplier into fair and proper account.

16.3. The Supplier shall not publicise or permit any other person to publicise the procurement, award, existence or content of this Contract without the prior written permission of AHDB's Director of Communications and Legal Services, which may be conditional and which shall not be unreasonably denied, delayed or withheld.

16.3.1. For the avoidance of doubt, Condition 16.3 does not prevent:

(a) The disclosure by any Party of this Contract or a draft thereof to a supplier or sub-contractor that is expected to act with the Supplier in relation to the supply of the Goods and Services so that it is aware of the terms under which the Supplier will contract with AHDB. Commercially sensitive matter

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

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

16.4. The Parties shall comply with the obligations contained in Annex 2 in respect of data processing and the protection of personal data within the meaning of the DPL.

16.5. Insofar as the Supplier is subject to the FOI Legislation or is the data controller pursuant to the DPL, this Condition 16 and Annex 2 shall have mutual effect mutatis mutandis.

17. DISPUTE RESOLUTION

17.1. The Parties shall in good faith attempt to negotiate a settlement to any dispute between them arising out of or in connection with the Contract.

17.1.1. If any such dispute is not resolved by such negotiation within 42 days from notification that a dispute exists or such longer period as may be agreed, including escalation to senior executives if appropriate, the Parties shall consider referring the matter to mediation in accordance with Conditions 17.2 and 17.3.

17.1.2. Each Party agrees to pay due consideration to Conditions 17.1 and 17.3 before commencing proceedings to settle a dispute relating to this Contract.

17.2. The procedure for mediation shall be as follows:

17.2.1. a neutral person ('the Mediator') shall be chosen by agreement between the Parties, alternatively, any Party may within 14 days from the date of the proposal to appoint a mediator, or within 14 days of notice to any Party that the chosen mediator is unable or unwilling to act, apply to the Centre for Dispute Resolution ('CEDR') to appoint a mediator;

17.2.2. the Parties shall within 14 days of the appointment of the Mediator meet with him to agree a timetable for the exchange of all relevant and necessary information and the procedure to be adopted for the mediation. If appropriate, the Parties may at any stage seek from CEDR guidance on a suitable procedure;

17.2.3. unless otherwise agreed, all negotiations and proceedings in the mediation connected with the dispute shall be conducted in strict confidence and shall be without prejudice to the rights of the Parties in any future proceedings;

17.2.4. if the Parties reach agreement on the resolution of the dispute, that agreement shall be put in Writing and shall be binding upon the Parties;

17.2.5. failing agreement, any Party may invite the Mediator to provide a non-binding but informative opinion in Writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the dispute without the prior consent of the Parties in Writing.

17.3. For a period of 60 days from the date of the appointment of the Mediator, or such other period as the Parties may agree, none of the Parties may commence any proceedings in relation to the matters referred to the Mediator.

18. GENERAL

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

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

18.1.1. In entering into this Contract, each Party acknowledges that it does not do so on the basis of and does not rely on any representation, warranty or other provision except as expressly provided in this Contract.

18.1.2. No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement of an Order, specification, delivery note, invoice, proposal or similar document shall form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

18.2. Nothing in this Contract shall be taken as limiting or excluding AHDB's or the Supplier's rights or obligations pursuant to law.

18.3. In carrying out the supply of the Goods and Services, the Supplier shall be acting as principal and not as agent or employee of AHDB. Accordingly:

18.3.1. Nothing in this Contract shall be construed so as to create a partnership or joint venture between the Parties or have the effect of making any employee of any Party a servant of another Party;

18.3.2. No Party shall act or describe itself as the agent of another Party nor shall it make or represent that it has authority to make any commitments on the other's behalf;

18.3.3. The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead any other person to believe that the Supplier is acting as the agent or employee of AHDB, and

18.3.4. Nothing in the Contract shall impose any liability of AHDB in respect of any liability incurred by the Supplier to any other person but this shall not be taken to exclude or limit any liability of AHDB to the Supplier that may arise by virtue of either a breach of the Contract or any negligence on the part of AHDB, its staff or agents.

18.4. The following requirements shall not apply as between AHDB and a Party who is part of the Crown and the Supplier shall not require any sub-contractor that is part of the Crown to comply with provisions similar to those requirements:

(a) Conditions 3.1.2, 12.2, 12.4 (excluding the requirement in relation to sub-contractors) and 14 (to the extent that it relates to Condition 3.1.2);

(b) Any other requirement for an indemnity or insurance.

18.4.1. The provisions in Condition 18.4 shall apply *mutatis mutandis* in relation to a state department of a member state of the European Union, including any executive agency thereof.

18.4.2. For the avoidance of doubt the existence, continuation or size of any liability to AHDB shall not be affected by the operation of this Condition 18.4.

18.5. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be severed and the remaining provisions of the Contract shall continue in full force and effect.

18.6. Each right or remedy of AHDB under the Contract is without prejudice to any other right or remedy of AHDB whether under the Contract or not and is in addition to any conditions implied in favour of AHDB by Law.

18.7. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

18.7.1. The delay, failure or neglect of any Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

18.7.2. No waiver shall be effective unless it is communicated in Writing.

18.8. The Supplier agrees to permit any competent authority to perform such checks as it may lawfully require for the purpose of establishing the compliance of AHDB with regulatory or contractual requirements.

18.9. This Contract does not give any person who is not a Party to it any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions. This does not affect any right of a third party which exists other than pursuant to that Act.

18.10. The Contract shall be governed by and construed in accordance with the law of England and Wales.

18.10.1. Without prejudice to Condition 17, each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

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Annex 2 – Data Protection Addendum

1. Processing of Data

1.1 AHDB takes a positive attitude towards data sharing providing it is appropriate, undertaken within the scope of the Data Protection Legislation (“DPL”) and there are adequate and proportionate data security arrangements in place.

1.2 AHDB has agreed to provide the personal data described in Part 1 (the "Data") for the purpose specified therein ("Purpose") and the Data Protection Officer (“DPO”) has authorised its release for the Purpose in accordance with this Agreement. All Data shall be transmitted securely in accordance with Part 1.

1.3 The Data may include confidential information about companies and/or individuals. These data subjects were informed at the time the Data was collected that AHDB might or would transfer it to other persons. The Supplier accepts that AHDB bears no legal responsibility for the accuracy or comprehensiveness of the Data supplied.

1.4 The Data provided under this Agreement may only be used for the Purpose and must not be published in any form.

2. Data Access, Supplier Personnel and Sub-contractors

2.1 The Data is to be shared with the Supplier solely for the Purpose on a strictly need to know basis, and must not be used for any other purpose. Access to the Data must be limited by the Supplier to those personnel, who need to have such access for the Purpose ("Permitted Persons").

2.2 For the purpose of this agreement Permitted Persons shall mean all employees, officers, staff, other workers, agents and consultants of the Supplier who are engaged in the performance of the Purpose.

2.3 The Supplier shall on request and subject to any requirements or limitations of the DPL, give AHDB such particulars as it may reasonably require of all persons who are or may be at any time employed in the supply of the Goods and Services.

2.4 The Supplier shall take all reasonable steps to ensure the reliability and integrity of any Permitted Persons who have access to the Data and ensure that they:

2.4.1 are aware of and comply with the Supplier’s duties under this agreement;

2.4.2 are subject to appropriate confidentiality undertakings with the Supplier;

2.4.3 are informed of the confidential nature of the Data and do not publish, disclose or divulge any of the Data to any third party unless directed in writing to do so by AHDB or as permitted by this Agreement; and

2.4.4 have undergone adequate training in the use, care, protection and handling of personal data.

2.5 The Data must not be provided in whole or in part to any other natural or legal person.

2.6 The Supplier is responsible for ensuring that all Permitted Persons fully comply with all obligations and requirements of this Agreement. Failure to do so shall be considered a breach of this Agreement.

2.7 The Supplier must ensure that all Permitted Persons and any approved sub-contractor, are subject to a duty of confidence and binding written contractual obligations in respect of the Data no less onerous than those contained in this Agreement.

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

3. Storage and Protection of Data

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

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

3.1.2 store all data in accordance with Part 1;

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

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

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

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

3.1.6.1 meet the requirements of the DPL;

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

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

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

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

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

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

4. Data Subject Rights

4.1 The Supplier may inform any enquirer that it is conditionally authorised by AHDB to have and to use the Data and that the Data is being held and used in confidence under its control. Any such enquiries shall be reported promptly to the DPO in writing at Data.Protection@ahdb.org.uk.

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

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

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

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

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

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

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

5. Data Loss or Breach

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

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

5.3 Notify AHDB's DPO at Data.Protection@ahdb.org.uk without undue delay (but in no event later than twelve (12) hours) if the Supplier becomes aware that AHDB Data in its possession has or may have become corrupted, lost or degraded and inform AHDB of the remedial action the Supplier proposes to take. The Supplier shall restore or procure the restoration at its expense of such data that has become corrupted, lost or degraded wholly or partially as a result of the

Supplier's default as soon as practicable but not later than four (4) weeks from the date on which the possibility of such corruption, loss or deterioration comes to the Supplier's attention. Subject to the Supplier having been given a reasonable opportunity to undertake such restoration, if such restoration is performed by or on behalf of AHDB otherwise than by the Supplier, the Supplier shall promptly reimburse the reasonable costs thereby incurred by AHDB.

6. Liability

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

7. Deletion or Return of Data

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

8. Audit Rights

8.1 Provide such information, co-operation and other assistance to AHDB as AHDB reasonably requires (taking into account the nature of processing and the information available) to ensure compliance with the DPL, including with respect to security of processing, data protection impact assessments, prior consultation with a supervisory authority regarding high risk processing and any remedial action and/or notifications to be taken in response to any Data breach or request from a data subject (as such terms are defined in the DPL).

8.2 Maintain complete, accurate and up to date written records of all categories of processing activities carried out on behalf of AHDB including such information as AHDB may reasonably require, and make such records available to AHDB on request in a timely manner (and in any event within three (3) business days) and provide such other information or allow such inspections as AHDB reasonably requires to audit the Supplier's compliance with its obligations under the DPL and this Agreement and demonstrate its own compliance with the DPL.

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Appendix Specification Details

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

The invitation and acceptance by AHDB for the provision of Trade Data flow requirements by tender as published on Bravo – DEFRA's e sourcing portal https://defra.bravosolution.co.uk

Project title: Trade Data requirements for AHDB

Bravo project reference: 35436

Invitation to tender published on: 2nd March 2022

Supplier's tender proposal dated 5th April 2022 and all Bravo messaging/clarifications to the award of the contract.

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AHDB Specification

Section 1: Background information

Introduction:	This document outlines the detailed requirements necessary for the supply of trade flow information to AHDB. It should assist suppliers in presenting a solution, which will supply accurate data to AHDB in a timely, relevant, and robust fashion. The solution should also deliver value for money for both the AHDB and its levy payers.
About us:	The Agriculture and Horticulture Development Board (AHDB) is a statutory levy board, funded by farmers, growers, and others in the supply chain to help the industry succeed in a rapidly changing world. We want to create a world-class food and farming industry, inspired by and competing with the best. Our Economics and Analysis team provides farmers, growers, and food businesses the world-leading intelligence and insight to inform decisions. This might be the latest prices, shifting consumer trends, detailed insight on the big issues or the outlook for supply or demand for agricultural commodities. As a result, the team needs timely access to relevant, robust, and accurate global trade flow information to support our business objectives. IHS Global Limited are the current providers of this service.
Contract timeframes:	The contract for the provision of trade flow information will start on the 01 August 2022 and initially end on the 31 July 2023. Following this date, there will be the option to extend for a further 3 periods of 12 months each. Please note the contract and any extension may include all or just a sub-set of the services outlined in Section 2.

Terms and conditions:	AHDB's standard Terms and Conditions, which supplier's need to adhere to, can be found on our website: StandardTermsforGoodsandServices2018FV_000.pdf (windows.net). Please visit the procurement page on our website for further information. Invoices need to be broken down by the four AHDB sectors* and services provided (although they will be settled as a consolidated invoice). Payments will be made in arrears, at a pre-agreed frequency, upon successfully delivery of the trade flow information. *Dairy, Beef & Lamb, Pork and Cereals & Oilseeds AHDB will not pay invoices retrospectively for ambiguous work that has not been agreed in advance through the provision of a purchase order. All invoices must have an approved purchase order number which must be stated and are to be sent electronically to a dedicated email address which will be provided to the winning bidder at the start of the contract.
AHDB key personnel:	• Head of Data and Analysis • Senior Data and Analysis Manager • Data Development Analyst • Data and Quality Development Analyst

Dataset and data delivery requirements:

Dataset

AHDB requires information on trade flows between different countries across the globe. At the most granular level, this "Dataset" includes:

- Trade flows from two- down to ten-digit HS commodity code level.
- Trade flow information for a variety of countries across the globe (both reporter and/or partner country).
- Information on the direction of travel (import, export, total trade, and trade balance).
- Information on the port and mode of transport where possible
- Information on the State where applicable.
- The volume of any trade flow depicted in appropriate units (e.g. kilograms, tonnes, head or litres).
- The value of any trade flow in £s, USDs, €s and the reporting country's own currency.
- The average unit price of trade flows.
- The latest monthly information as well as historical monthly, quarterly, and annual data (at least 20 years).

The HS commodity codes and countries required in the "Dataset" are outlined in Appendix 1. Please note the split of essential vs desirable HS commodity codes and countries as these will be differentiated during the evaluation process. Please note it is also desirable to have trade flow information at BTTA level.

Web-based platform

AHDB require access, for approximately 50 team members, to a web-based platform which allows users to view and interrogate the "Dataset" outlined above. Ideally, the system will allow users to perform the below functions. The supplier should outline a) if any of the below is not possible and b) if any additional functionality is available.

- View the latest trade flow information which will be available within 2 to 3 working days of it being released by the relevant country's Customs and Excise office.
- View historical trade flow information in both graph and tabular format.
- Apply filters to view different commodity codes and/or countries and/or time periods.
- Apply pre-determined groupings to view different commodity codes and/or countries and/or time periods to include monthly, quarterly, annual, year ending and year to date views.
- Create and save bespoke groupings of commodity codes and countries.
- Share bespoke groupings of commodity codes and/or countries and/or time periods with other users.
- Drill down and view the codes at the most granular level contained in a bespoke commodity grouping.
- View volume and value in one table as well as being able to toggle between volume and value of the trade flow.
- View average unit price in a table or graph for the commodity code/product grouping.
- View a list of trade data flows by commodity code, product grouping, reporting country, trade partner, port, mode of transport and State where applicable.
- Apply sorts to view data alphabetically or by ascending or descending values (volume, head, value, and unit price).
- To interchange between currencies, with the exchange rate and date clearly stated
- Extract any data, with and without filters applied, in to an excel format. This extract will export/present data in an appropriate format e.g., in formatted tables.
- View a list of the latest trade flow information data available by country and when each country's data was last updated.
- Create and save data queries which can run automatically. If possible, when scheduled, it is desirable for the output to be emailed to AHDB.

Data extract service

In addition to the web-based platform, AHDB require the "Dataset" to be delivered via an FTP or API protocol for inclusion in our in-house database (property of AHDB). These data files should:

- Be provided in CSV format.
- Be delivered, at a minimum, monthly (options for more frequent supply e.g., weekly should be detailed if available).
- Be delivered within 1 working day of the UK HMRC trade flow information being uploaded to the web-based platform.
- Contain the latest trade flow information.
- Contain any historical trade flow information, going back at least 10 years, which has been updated/amended since the last data extract service was provided (please note a complete data file is required rather than just the amends).
- Contain the following information:
  - Flow direction (import or export only)
  - Year
  - Month
  - HS commodity code
  - Reporter country
  - Partner country
  - Value ($, € and £)
  - Unit type (in appropriate units e.g. kilograms, tonnes, head or litres)
  - Quantity of units

Please note:

- The final list of HS commodity codes and reporter countries will be agreed following the evaluation process due to the mix of essential and desirable information.
- An example file format for the FTP or API protocol is outlined in Appendix 2
- It may be necessary to provide up to 20 years of historical data for inclusion in our in-house database.
- The supplier should provide a full list of the HS commodity codes along with a description.

Data quality and delivery KPIs:

The "Dataset" must be both **accurate** and **timely**. This will be monitored using the following KPIs and SLAs:

KPIs

KPI Performance Criteria	Measure	Target Percentages: KPI Completed	KPI Not Completed	Percentage/Score (how AHDB will assess)
File Format of data extract – FTP or API protocol	Must always match example file in Appendix 2	100%	<100%	100%
Accuracy of Dataset – both web-based and data extract	Measured against output published by a relevant country's Customs & Excise Office	100%	<100%	100% 48 hours to rectify any issues
Full provision of HS commodity codes and countries	As per agreement following evaluation process – see Appendix 1	100%	<100%	100%
Although AHDB are asking for 100% accuracy, the supplier shall be given 24 hours to rectify any issues in data accuracy prior to escalation				

SLAs

Service Level Description	Service Level Target	Minimum Service Level Required
Updates of the "Dataset" in the web-based platform	Data updates completed	Updates within 2-3 working days of release by relevant country's Customs & Excise office
Delivery of the "Dataset" provided for the data extract service	Data extract delivery	Delivered at least monthly, and within 1 working day of UK HMRC trade flow information being update to the web-based platform
Allocate a designated contact to deal with contractual queries	AHDB to be advised of any delays to contractual queries	Acknowledged within 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days
Allocation of designated contact to deal with any technical queries/issues	AHDB to be advised on any technical query/issue, or to advise on any the experience	Acknowledged within 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days
Although AHDB are asking for 100% accuracy, the supplier shall be given 24 hours to rectify any issues in data accuracy prior to escalation		

Publication requirements:	AHDB require the rights to: • Share trade flow information internally • Publish trade flow information on the AHDB website and in AHDB publications • Share, on both a regular and ad-hoc basis, trade flow information with AHDB levy payers and industry stakeholders Please note that any trade flow information published will be correctly sourced and accompanied by notes/copyrights to prevent further publication. Any restrictions on the publication of trade flow information should be clearly set out in the proposal (e.g., restrictions on publishing trade flow information at two-, four-, six-, eight-, or ten-digit code level AND/OR whether certain levels of HS codes are required to be aggregated into groupings prior to publication). The supplier should also indicate if there is a cost differential between publishing different HS code levels (e.g., two- and four-digit codes vs six-, eight-, or ten-digit codes if publication at this level is permitted). In addition, the supplier should also indicate if there is a cost differential for publishing single codes vs a grouping. Appendix 3 contains examples of the type of trade flow information that AHDB may want to be able to publish in the future. This demonstrates the need to understand any cost differentials for publishing different levels or groupings of HS codes.
Contract and account management:	In addition to providing the "Dataset". The supplier is required to: • Allocate a designated contact to deal with contractual queries (acknowledged within 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days). • Allocate a designated contact to deal with technical queries (acknowledged within 1 working day and a potential resolution identified, not necessarily implemented, within 2 working days). • Provide, at a minimum, annual training sessions to maximise the value of the "Dataset" and web-based platform for AHDB. • Provide relevant back-up services and support to ensure a consistent flow of accurate information.

Section 3: Tender details

Format and content of response:	Proposals must include details of the supplier's ability to deliver the technical requirements outlined in Section 2: This includes:
	
	• Supplying the "Dataset" required (note the essential vs desirable information)
	• Delivering the "Dataset" in the formats required
	• Achieving the data quality and deliverables as mentioned in the KPIs and SLAs
	• Providing sufficient further publication rights
	• Providing high quality contract and account management
	• Delivering appropriate training
	
	The proposal should include details of additional services and tools that will provide value for money for AHDB, e.g., forecasting aids, tariff related information, etc that are available through the web-based platform at no additional cost.
	
	In addition, proposals must include a full and comprehensive cost breakdown (excluding VAT). This includes:
	
	• An annual cost for the initial contract period – This must be fixed pricing.
	• An annual cost for the additional 3 x 12-month extension periods. Again, these must be fixed in pricing.
	
	Both must include itemised costs, for the four AHDB sectors*, for the following services (in case AHDB wishes to just proceed with a selection of services during the initial contract or extension periods):
	
	• Sector
	  ○ Access to the web-based platform
	  ○ The data extract service (including any additional cost to deliver the service more frequently e.g., weekly)
	  ○ The rights to republish the trade flow information (including any cost differentials for publishing HS codes at two-, four-, six-, eight-, or ten-digit code levels AND/OR for publishing single codes vs a grouping)
	
	The frequency of invoicing should also be detailed.
	
	Please note that invoices will be paid in arrears, at a pre-agreed frequency, upon successfully delivery of the trade flow information. Details of AHDB's payment terms can be found here: StandardTermsforGoodsandServices2018FV_000.pdf (windows.net).
	
	*Dairy, Beef & Lamb, Pork and Cereals & Oilseeds. Please note the cost of the "Food and Drink sector" codes should be allocated evenly across the four sectors.

Timeframes:

Supplier timetable – Without presentations	
Specification published	2nd March 2022
Last date for suppliers to ask clarification questions	Noon 29th March 2022
Last date for supplier to submit response	Noon 5th April 2022
Notification of intention to award	4th May 2022
Standstill period	5th – 16th May 2022
Award	17th May 2022
Mobilisation period	Mid-May – end of July 2022
Contract start date	1st August 2022

Supplier timetable – **With** possible presentation dates	
Specification published	2nd March 2022
Last date for suppliers to ask clarification questions	Noon 29th March 2022
Late date for supplier to submit response	Noon 5th April 2022
Presentations	5th & 6th May 2022
Notification of intention to award	17th May 2022
Standstill period	18th – 31st May 2022
Award	1st June 2022
Mobilisation period	June – end of July 2022
Contract start date	1st August 2022

AHDB will endeavour to notify as soon as possible as to the need for a presentation.

Award criteria:

Evaluation will be undertaken in accordance with the following criteria and weightings. Answering "NO" to any of the pass/fail criteria may risk disqualification.

Pass/Fail Criteria

Ability to provide the essential trade flow "Dataset" as detailed in Section 2 and Appendix 1. Suppliers should clearly outline which essential information can AND cannot be provided.

Yes/No

Ability to provide the most recent trade flow information, via the web-based platform, within 2 to 3 working days of it being released by the relevant country's Customs and Excise office.

Yes/No

Ability to provide the "Dataset" through an FTP or API protocol in the outlined CSV format so it can be read by the in-house systems. In addition, the ability to provide this "Dataset", at least monthly, within 1 working day of the UK HMRC trade flow information being uploaded to the web-based platform.

Yes/No

Ability for AHDB to publish and share the trade flow information (at a reasonable level). Any restrictions on the publication of trade flow information should be clearly set out in the proposal. Please see Section 2 Publication requirements.

Yes/No

Ability to provide costs, for the four AHDB sectors* and by services (in case AHDB wishes to just proceed with a selection of services during the initial contract or

extension periods).
For clarity, AHDB would like to receive costs in the following format:

- Sector *(total cost for the sector)*
  - Access to the web-based platform
    (sub-set of the cost for this service for the sector)
  - The data extract service (including any additional cost to deliver the service more frequently e.g., weekly)
    (sub-set of the cost for this service for the sector)
  - The rights to republish the trade flow information (including any cost differentials for publishing HS codes at two- four-, six-, eight-, or ten-digit code levels AND/OR for publishing single codes vs a grouping)
    (sub-set of the cost for this service for the sector)

Yes/No

*Dairy, Beef & Lamb, Pork and Cereals & Oilseeds. Please note the cost of the "Food and Drink sector" codes should be allocated evenly across the four sectors.

Weighted Criteria
Please note: Each criteria response to be limited to two sides of A4. Details of the scoring methodology is outlined in the Scoring Methodology section.

Quality of service (85%)

Criteria: Data provision (5%)
- Ability to provide the desirable trade flow "Dataset" as detailed in Appendix 1. Suppliers should clearly outline which desirable information ~~can AND cannot~~ be provided.

Criteria: Service provision (15%)
- A method statement detailing how the data will be collected and provided to AHDB.
- An overview of the functionality of the web-based platform that will be provided. This will include details on the range of software and features available to AHDB to access and analyse the "Dataset". Please note AHDB may ask prospective suppliers to provide an online demonstration as part of the tender process to help with the evaluation process.

Criteria: Data quality and delivery KPIs (15%)
- Details of the processes used to ensure a high level of accuracy. This must include details of quality procedures and processes undertaken to check and monitor the accuracy of the data.
- Details of the processes used to ensure the "Dataset" is delivered in the required timeframes (see data quality and delivery KPIs in Section 2).

Criteria: Further publication rights (15%)
- Details of the data usage and publication rights that will be bestowed to AHDB

Criteria: Account management (5%)
- Details of the approach and associated timings to respond to contractual and technical queries, with reference made to the number of working days to respond (see contract and account management in Section 2).

Criteria: Provision of training (5%)
- Details of the training and development scheme that will be offered during the contractual period.

	Criteria: Additional tool functionality (5%)
	• Details of additional services and tools, e.g., forecasting aids, tariff rates etc, that are available through the web-based platform at no additional cost.
	
	Please see scoring methodology section on page 15 which shows how scores will be assessed.
	
	Value for money (85%)
	
	• Cost of annual subscription for initial contract period and 3 x 12-month extensions.
	
	All proposals must include a full and comprehensive cost breakdown (excluding VAT). This includes:
	
	• An annual cost for the initial contract period – fixed pricing
	• An annual cost for the additional 3 x 12-month extension periods – fixed pricing
	
	Both must include itemised costs, by the four AHDB sectors*, for the following services (in case AHDB wishes to just proceed with a selection of services during the initial contract or extension periods). For clarity, AHDB would like to receive costs in the following format:
	
	• Sector *(total cost for the sector)*
	  ▫ Access to the web-based platform *(sub-set of the cost for this service for the sector)*
	  ▫ The data extract service (including any additional cost to deliver the service more frequently e.g., weekly) *(sub-set of the cost for this service for the sector)*
	  ▫ The rights to republish the trade flow information (including any cost differentials for publishing HS codes at two-, four-, six-, eight-, or ten-digit code levels AND/OR for publishing single codes vs a grouping) *(sub-set of the cost for this service for the sector)*
	
	*Dairy, Beef & Lamb, Pork and Cereals & Oilseeds. Please note the cost of the "Food and Drink sector" codes should be allocated evenly across the four sectors.
	
	The frequency of invoicing should also be detailed.

Specification response instructions:	**Specification Response Instructions** Suppliers are to respond via the Bravo ePortal for any clarifications. Please use the messaging system; AHDB stakeholders are not to be contacted. All queries will be dealt with by the Procurement team who will liaise between suppliers and the evaluation panel. Any clarifications must be submitted no later than Noon (UK time) on the 28th March 2022. Full submissions must be uploaded onto the Bravo ePortal no later than Noon (UK time) on the 5th April 2022. Any submissions later than this will not be permitted due to the portal closing down the opportunity. Therefore, please ensure you submit your proposal before the closing time to ensure acceptance. Should you encounter any issues, please contact the relevant Procurement Manager to advise of the nature of your problem. Tenderers who encounter any technical problems with the e-Sourcing portal may contact the portal helpdesk on 0800 368 4850 or help@bravosolution.co.uk

The Authorised Officer is Sarah Waters, who is the main point of contact, and to whom all communication concerning this Procurement should be directed. Except where expressly permitted by this ITT, or otherwise by the Authorised Officer, Tenderers must not approach any other member of AHDB staff to discuss any aspect of this Contract and any attempts to do so may result in the Tenderer's disqualification from the Procurement process.

Furthermore, except when expressly permitted by the Authorised Officer contact must only be made via AHDB e-Sourcing portal, and communications transmitted via any other means will not normally be accepted or responded to.

To download documents, Tenderers must:

(i) log into the e-Sourcing portal;

(ii) click on the bold "ITT" title (this will open up an overview of the Tender Deadline and an ITT description);

(iii) click onto "Attachments" on the left hand side (the number in brackets refers to the number of documents that need to be downloaded);

(iv) click onto the bold and underlined filename; and

(v) when given the option to open, save or cancel - select "save" and choose a suitable location to store the file.

Tenderers can repeat steps (iv) and (v) for each of the files but may prefer the mass download function described below. To carry out the mass download Tenderers will require Java Virtual Machine (JVM) software which can be downloaded from the internet. If there are more than 10 documents to download, Tenderers will need to flick through the pages by clicking onto the next page icon (>>).

(i) click onto the "mass download" option in the attachments screen. Confirm the list of files to download, and choose where to save the files (PC, USB, floppy disk or DVD).

Suppliers must ensure they open all relevant documents provided on the Bravo ePortal system and complete any spread sheets or word documents attached. Any attachments will be easily identified by a blue paperclip within the Technical and Commercial area (examples shown below). Suppliers may also find documents attached for viewing via the Buyer Attachments location.

Please contact Procurement via the messaging system if you have any issues opening any of the documents. Again, AHDB stakeholders are not to be contacted.

Question	
Please complete Pricing Schedule attached. You may also include pricing in your own format for further clarity	

Question
Have you reviewed the specification?

Submissions will remain unopened until after the closing date and time has passed.
AHDB will then assess those eligible suppliers based on the combination of Price (35%) and Quality Written Stage (65%). Please note that the top 3 bids may be required to present to AHDB on the 5th or 6th May 2022. If this is required, and agenda will be drawn up and sent to the top 3 in order for them to prepare.

The proposal that achieves the overall best score will be awarded the contract.

AHDB are not obliged to return any materials submitted by interested parties before, during or after this advertised opportunity or any subsequent procurement process as a result of this tender.

Please note that AHDB will not reimburse any expenses incurred by interested parties in preparing their responses to this tender opportunity.

Please note that in all cases submissions will only be evaluated up to the page limit specified.

Scoring Methodology

Each of the criteria will be scored using the following guide:

Scoring Methodology Description	Reference	Score
Excellent submission that addresses and meets all the requirements outlined for that question, with full details (and full and relevant evidence) provided; provides full confidence with no reservations whatsoever as to the relevant ability, understanding, expertise, skills and / or resources to deliver the requirements. Lowest possible risk for AHDB.	Excellent Confidence	5
Good submission that addresses and meets the majority of the requirements outlined, with detail (and reasonable evidence) provided. Minor reservations or weaknesses exist in a few areas in respect of relevant ability, understanding, expertise, skills and / or resources to deliver the requirements. A low risk for AHDB.	Good confidence	4
Reasonable submission that meets many of the requirements outlined, with some detail (and limited evidence) provided. Reservations or weaknesses exist in some areas in respect of relevant ability, understanding, expertise, skills and / or resources to deliver the requirements. A medium risk for AHDB.	Moderate Confidence	3
Basic submission which fails to meet a number of requirements outlined. Limited detail (and little evidence) provided to demonstrate that the Applicant will be able to provide the Services. Reservations or weaknesses exist in several areas in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. A high risk for AHDB.	Minor Concerns	2
Substantially unacceptable submission which fails to meet the majority of the requirements outlined, with little or no detail (and no evidence) provided to support and demonstrate that the Applicant will be able to provide the Services. Significant reservations or weaknesses exist in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. A very high risk for AHDB.	Concerns	1
No response at all, or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.	Major Concerns	0

Business Continuity:	AHDB requires suppliers to provide a detailed and current Business Continuity and contingency plan. Your continuity plan must describe the continued delivery of the services following an emergency or disruptive occurrence. It must set out the procedures and actions to be taken if a disruptive event occurs affecting the services. Within your Business Continuity plan, you must ensure you cover (as a minimum) the following: 1) Another pandemic breakout or health scare 2) Long term solution to office maintenance problems, such as power failure, equipment failure, flooding of premises etc 3) Staff illness/holiday cover/staff shortage 4) Loss of proposed key staff as detailed within your proposal 5) Changes to data suppliers or data files from existing suppliers During the course of the contract, the supplier must notify AHDB if an incident occurs which activates the Business Continuity plan, providing details of how it will be managed, and any subsequent amendments made to processes or systems. AHDB may require a regular review process of your risk management and business continuity arrangements in relation to the provision of the services.
Exit Management:	Any reports produced will remain the property of AHDB and are to be returned at the end of the contract, or if the contract is terminated for any reason. Should AHDB need to transfer services from the awarded supplier to another during the course of the contract due to non-performance, AHDB would expect said supplier to continue service performance during the transition period. The provision of parallel services for a certain period may apply and be used as necessary to resolve issues before final changeover. There must be total confidentiality on any communications regarding any termination of the working relationship. Exit strategy may be reviewed annually, or when a significant change occurs.
Conflicts of Interest	Please disclose any current clients that would prove a conflict of interest. If so, please outline how you would ensure confidentiality and avoid conflict in any manner or to any degree with the performance of your obligations under this agreement. This includes any future clients you may obtain. Please see AHDB Terms and Conditions attached on the Bravo ePortal.

Appendix 1: HS commodity codes and countries required in the "Dataset"

E&D_HS codes and countries_FINAL.xlsx

Appendix 2: Example file format for the FTP or API protocol

Image A: An example of the CSV file received


```
"Flow","Year","Month","Commodity","Reporter","Partner Country","Value (US$)","Value (Euro)","Value (UKP)","Unit 1","Quantity 1","Unit 2","Quantity 2"
"I",2021,11,"02101219","France","Slovenia",3331.19,2918.00,2411.28,"T",0.372,"T",0.372
"I",2021,1,"05119985","Netherlands","Spain",230947.25,189643.00,171110.06,"T",284.50400000000002,"T",284.50400000000002
"I",2021,2,"16023929","Netherlands","Portugal",1024.36,847.00,751.44,"T",0.153,"T",0.153
"I",2021,2,"16023929","Netherlands","Romania",1350.90,1117.00,990.98,"T",0.26000000000000001,"T",0.26000000000000001
```


Image B: An example of the data points in the CSV file

Flow	Year	Month	Commodity	Reporter	Partner	ValueUS	ValueEU	ValueGBP	Unit1	Quantity1	Unit2	Quantity2
I	2006	10	06024090	United Kingdom	Kenya	12099.70	9590.00	6404.67	NO	17027.00	T	1.80
I	2006	10	06024010	United Kingdom	Denmark	68043.48	53930.00	36017.09	NO	50149.00	T	17.00
I	2006	1	06011040	United Kingdom	Netherlands	366811.50	302500.00	210920.30	NO	16477234.00	T	194.80
I	2006	1	06011030	United Kingdom	Netherlands	143014.04	117940.00	82234.51	NO	2106473.00	T	42.50
I	2006	1	06024010	United Kingdom	Netherlands	36426.50	30040.00	20945.61	NO	36453.00	T	6.00
I	2006	1	06024090	United Kingdom	Netherlands	148980.04	122860.00	85665.02	NO	156549.00	T	50.80
I	2006	1	06024090	United Kingdom	Denmark	47885.57	39490.00	27534.69	NO	73119.00	T	13.00
I	2006	1	06024010	United Kingdom	Denmark	53451.41	44080.00	30735.10	NO	38990.00	T	14.60
I	2006	1	06024090	United Kingdom	Belgium	48819.28	40260.00	28071.57	NO	16544.00	T	7.20
I	2006	1	06011010	United Kingdom	Netherlands	28617.36	23600.00	16455.27	NO	59183.00	T	3.10
I	2006	1	06024090	United Kingdom	Germany	1358.11	1120.00	780.93	NO	15271.00	T	0.10
I	2006	8	06011040	United Kingdom	Netherlands	10158.33	7930.00	5522.03	NO	152915.00	T	1.10
I	2006	8	06024090	United Kingdom	Denmark	8224.02	6420.00	4470.55	NO	4729.00	T	0.90

Appendix 3: Examples of trade flow information that could be shared

AHDB website: Dashboards (sourced from IHS) – NOT CURRENTLY PUBLISHED

UK sheep meat and offal trade data summary: exports to all countries - Jan to Aug 2020: volume (t)

Help

AHDB

Map

Top 10 trade

Product groups

Annual overview

Data table

Trade direction

Export

Reporting unit

Quantity (t)

Further information

This summary page shows the year to date UK trade with the rest of the world. Use the filters to change the trade direction and reporting unit. Hover over the different charts to get more detail of what's being shown.

Use the buttons above

UK exports to EU and non-EU: volume (t)

Product group	EU	Non-EU	Total
Fresh lamb and sheep	46,617	1,867	48,484
Frozen lamb and sheep	3,087	2,904	5,991
Lamb and sheep offal	2,520	523	3,043
Total	52,224	5,294	57,517

UK trade summary for all products: volume (t)

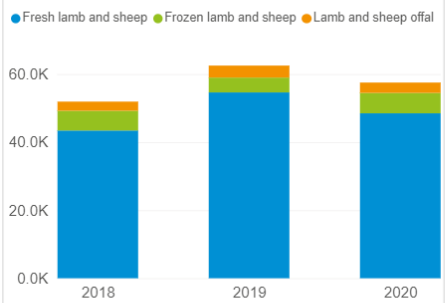
52.22K
Total UK exports to the EU

6.90K
Total UK imports from the EU

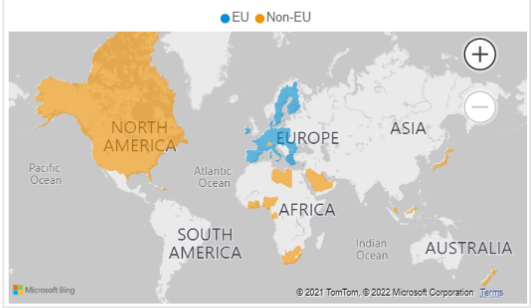
5.29K
Total UK exports to non-EU

39.28K
Total UK imports from non-EU

UK exports to all countries by product group: volume (t)



UK exports by destination country: volume (t)



Source: IHS Maritime & Trade – Global Trade Atlas® - HMRC

Further publication of the trade data is prohibited, unless expressly permitted by IHS Maritime & Trade. Please note that historic trade data may be revised on a monthly basis.

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Data last updated:
26 October 2020

Top 10 UK sheep meat and offal imports & exports for all countries - Jan to Aug 2020: volume (t)

Back

Area
Total trade

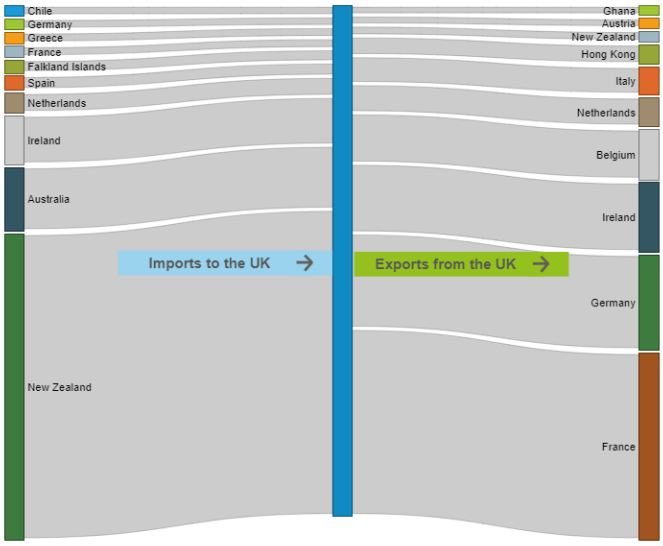
Reporting unit
Quantity (t)

Product group
All

Further information
This page shows the year to date UK trade with the top 10 source and destination countries. Use the filters to change the area, reporting unit and product. Hover over the chart to get more detail.

The boxes on the left give a summary of total EU and non-EU trade with the UK.

Use the 'back' button to return to the summary page.



52.22K
Total UK exports to the EU

5.29K
Total UK exports to non-EU

6.90K
Total UK imports from the EU

39.28K
Total UK imports from non-EU

Source: IHS Maritime & Trade – Global Trade Atlas® - HMRC
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Data last updated:
26 October 2020

EU 28 sheep meat and offal trade data by commodity - annual comparison: exports to all countries

Back

Annual data table

2014 2020

EU country
United Kingdom

Area
Total trade

Trade partner
All

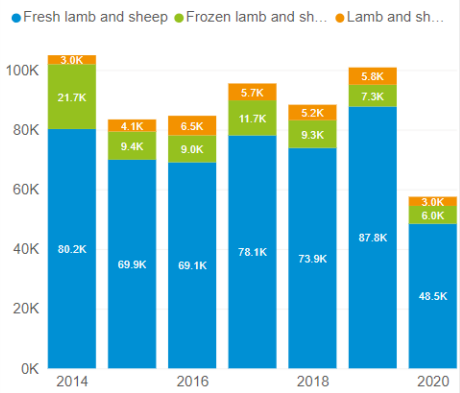
Reporting unit
Quantity (t)

Product group
All

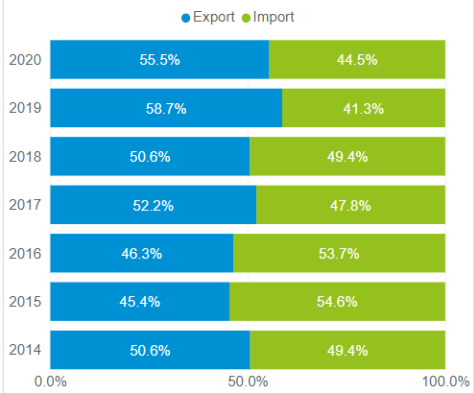
Trade direction
Export

Product group	2014	2015	2016	2017	2018	2019	2020
Fresh lamb and sheep	80,211	69,946	69,074	78,082	73,891	87,762	48,484
Frozen lamb and sheep	21,743	9,426	9,035	11,740	9,273	7,289	5,991
Lamb and sheep offal	2,995	4,062	6,549	5,661	5,194	5,806	3,043
Total	**104,949**	**83,434**	**84,657**	**95,482**	**88,358**	**100,858**	**57,517**

United Kingdom total annual exports by product: volume (t)



United Kingdom export/import trade share by year: volume (t)



Source: IHS Maritime & Trade – Global Trade Atlas® - HMRC
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Data last updated:
26 October 2020

EU 28 year to date sheep meat and offal trade exports - Jan to Aug: volume (t)

AHDB

Back

Monthly data

Trade direction	Product group	Reporting unit
Export	All	Quantity (t)
Area	**Trade partner**	2012 – 2020
Total trade	All	

Further information

The table shows EU 28 countries year to date reported figures for trade by product and by trade partner country. Use the filters to chose trade direction, reporting unit, product, year and trading area or partner. You can also use the '+' in the table to get a summary of product and trading partner for each country.

EU country	2012	2013	2014	2015	2016	2017	2018	2019	2020
Austria	149	143	93	101	91	150	146	114	25
Belgium	10,536	11,750	12,002	13,289	13,958	14,194	13,034	12,605	6,704
Bulgaria	1,732	1,526	1,974	1,766	991	1,636	1,403	1,244	167
Croatia			17	70	115	82	88	119	14
Cyprus			12	8		30	7	10	17
Czech Republic	28	51	66	100	132	161	153	138	104
Denmark	1,060	789	740	573	522	612	833	797	235
Estonia	135	99	78	245	78	78	72	83	25
Finland	44	80	79	32	25	16	21	2	6
France	8,418	8,039	8,854	9,782	9,778	10,135	10,239	9,624	5,556
Greece	1,962	3,003	3,696	3,085	4,457	4,776	5,830	6,177	3,042
Hungary	37	141	105	158	384	313	614	584	287
Ireland	46,131	46,446	44,481	47,363	54,273	61,529	59,022	59,838	41,076
Italy	2,292	2,205	2,621	3,164	2,798	4,278	4,268	3,928	3,726
Latvia	32	55	94	101	187	146	189	167	105
Lithuania	3	8	10	9	20	23	21	20	11
EU 28	135,338	143,105	143,325	153,225	169,069	186,997	187,028	187,055	114,827

Source: IHS Maritime & Trade – Global Trade Atlas® - HMRC

Further publication of the trade data is prohibited, unless expressly permitted by IHS Maritime & Trade. Please note that historic trade data may be revised on a monthly basis.

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Data last updated:
26 October 2020

AHDB website: Dashboards (currently sourced directly from HMRC but ideally would be sourced from trade flow information provider) *

UK beef trade data - Year to date November 2021

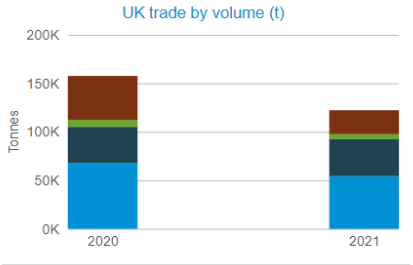
Flow
- Export
- Import

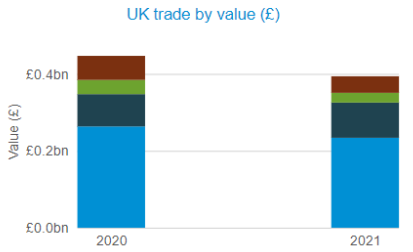
Area
- EU
- NON-EU

EffectiveDate
- Select all
- January 2020
- February 2020
- March 2020
- April 2020
- May 2020
- June 2020
- July 2020
- August 2020
- September 2020
- October 2020
- November 2020
- January 2021

Product group
- Select all
- Beef (total fresh)
- Beef (total frozen)
- Offal (beef)
- Processed beef (inc....

Beef (total fresh) · Beef (total frozen) · Processed beef (inc. corn... · Offal (beef)





Year	2020		2021	
Product group	Volume (t)	Value (£)	Volume (t)	Value (£)
Beef (total fresh)	67,971	£263,452,808	54,366	£233,943,059
EU	61,433	£241,942,662	49,191	£218,591,953
NON-EU	6,537	£21,510,146	5,175	£15,351,106
Beef (total frozen)	37,198	£84,066,842	38,042	£91,595,938
EU	17,924	£41,554,396	17,618	£44,668,860
NON-EU	19,274	£42,512,446	20,424	£46,927,078
Processed beef (inc. corned beef)	7,331	£36,894,260	5,194	£25,354,209
EU	7,183	£35,468,921	4,908	£23,558,870
NON-EU	148	£1,425,339	287	£1,795,339
Offal (beef)	45,159	£62,621,939	24,696	£43,039,068
EU	29,806	£34,710,621	14,057	£23,888,373
NON-EU	15,353	£27,911,318	10,639	£19,150,695
Total	157,659	£447,035,849	122,298	£393,932,274

Source: HMRC

*Please note the publication of the processed beef which is a six-digit HS code

AHDB analysis

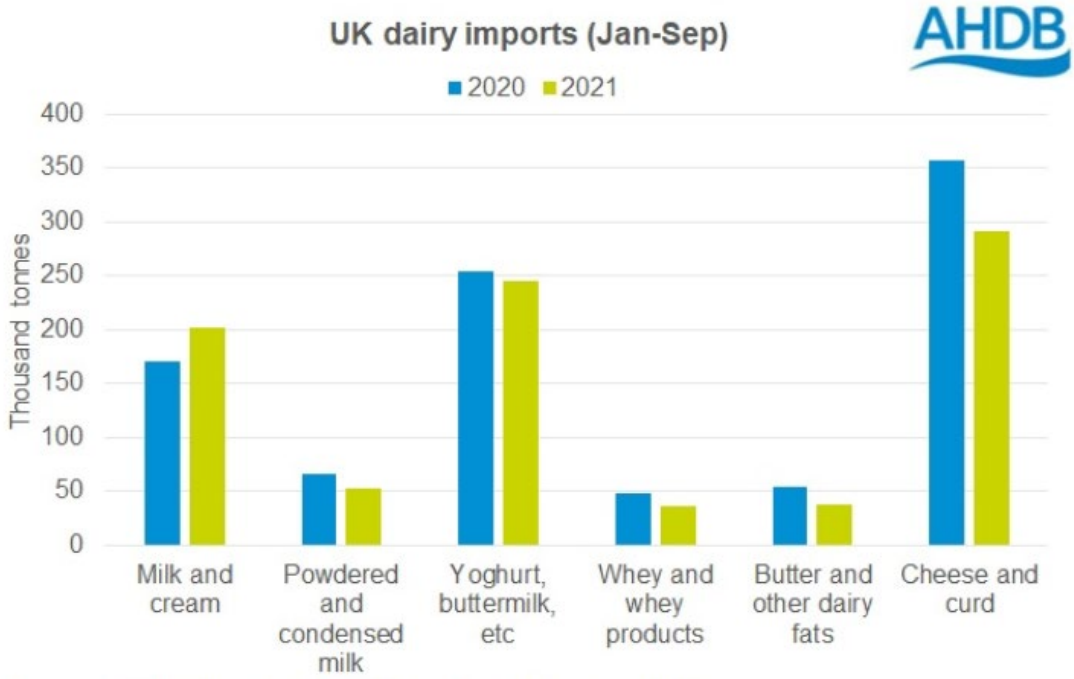
Imports

Please note: as of January 2021 data, HMRC trade data collection and processing has changed, which has impacted trade statistics. Comparisons between this and historic data should be treated with caution, as the data is likely to be subject to future revisions.

UK dairy imports (Jan-Sep, tonnes)

Product Group	2020			2021		
	EU	Non-EU	Total	EU	Non-EU	Total
Milk and cream	170,523	0	170,523	202,254	1	202,256
Powdered and condensed milk	65,420	0	65,420	52,732	8	52,740
Yoghurt, buttermilk, etc	253,608	25	253,633	244,393	163	244,556
Whey and whey products	48,423	411	48,834	35,684	915	36,599
Butter and other dairy fats	53,784	21	53,805	37,681	5	37,686
Cheese and curd	355,163	1,060	356,223	289,928	1,707	291,635
Total	**946,920**	**1,516**	**948,437**	**862,673**	**2,798**	**865,472**

Source: IHS Maritime & Trade—Global Trade Atlas ® - *HMRC*



Source: IHS Maritime & Trade—Global Trade Atlas ® - *HMRC*

low

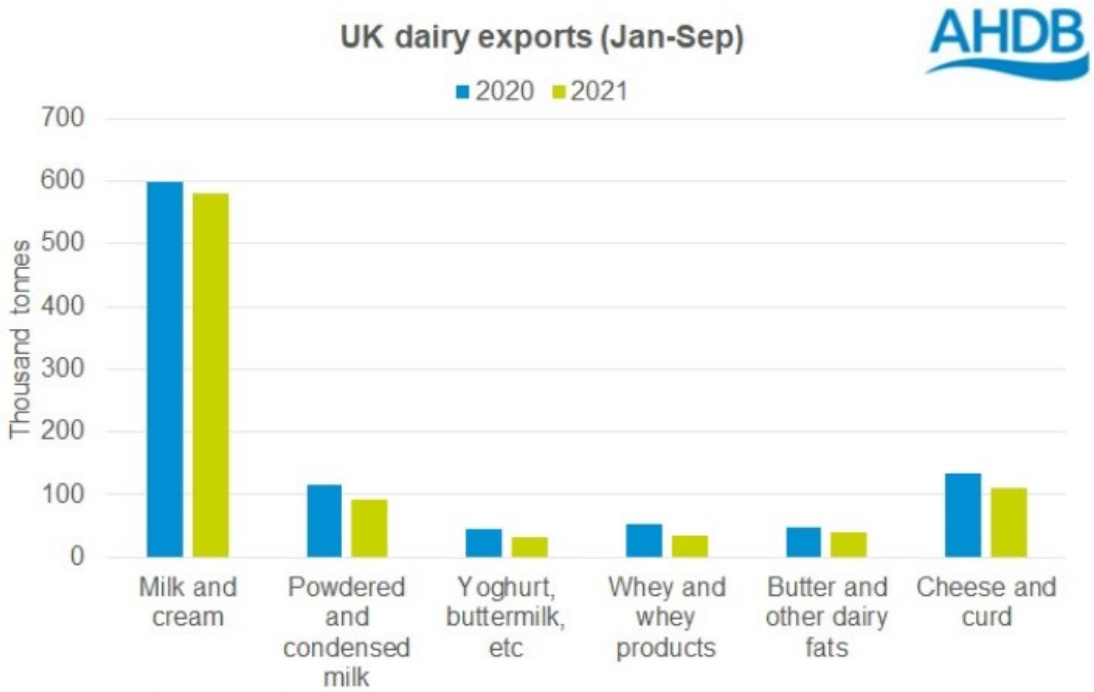
Exports

Please note: as of January 2021 data, HMRC trade data collection and processing has changed, which has impacted trade statistics. Comparisons between this and historic data should be treated with caution, as the data is likely to be subject to future revisions.

UK dairy exports (Jan-Sep, tonnes)

Product Group	2020			2021		
	EU	Non-EU	Total	EU	Non-EU	Total
Milk and cream	593,912	3,728	597,640	575,694	4,183	579,877
Powdered and condensed milk	79,636	37,117	116,753	55,454	36,960	92,415
Yoghurt, buttermilk, etc	42,769	3,264	46,033	29,515	3,138	32,652
Whey and whey products	41,666	11,397	53,063	24,184	11,727	35,911
Butter and other dairy fats	37,487	9,459	46,946	33,715	5,306	39,021
Cheese and curd	110,882	23,926	134,808	83,080	26,362	109,442
Total	**906,352**	**88,890**	**995,242**	**801,643**	**87,675**	**889,319**

Source: IHS Maritime & Trade—Global Trade Atlas ® - *HMRC*



Source: IHS Maritime & Trade—Global Trade Atlas ® - *HMRC*

Supplier Submission is shown below:

Trade Data Monitor Proposal for Services For

UK Agriculture and Horticulture Development Board (AHDB)

Technical/Quality Section

The **Trade Data Monitor (TDM)** offers an online database comprised of the official monthly import and export merchandise trade statistics of 110+ Reporting Countries and ALL commodities on the Harmonized Tariff Schedule from the 2-digit to the most detailed, tariff-line level. Annual Data sourced from UN Comtrade is also available for over 100 countries. The data is available in both quantity and value, imports and exports and by partner country. Additional data fields are available for over 50 countries. The database is updated multiple times a day with new data and revisions. The database provides detailed monthly, quarterly, biannual, and annual international trade data on all major and emerging market countries. The database is available online via a user-friendly web interface and is available for download into Excel and other formats. The TDM is supported by a team of trade data experts who have years of experience working with import and export trade statistics.

[redacted]

Data Requirements:

a. TDM subscription licenses are enterprise-wide and includes access to international merchandise trade data sourced directly from the official source in each reporting country. The data is based on the Harmonized Tariff Schedule and available at the most detailed (tariff) level of the Harmonized Tariff Schedule. Monthly and annual data is available for the essential and some desired AHDB requested countries where available listed below. Additional reporting countries are also available to discuss adding to your subscription. Historical data goes back for most countries, at the least, 10 years, but even more historical data depending on the reporting country. TDM is happy to provide you with our reporting country list which details historical data for each country and their governments' publishing time lag.

Dairy Sector (ATTA): [redacted]

[redacted]

Pork, Beef and Lamb Sector (ATTA): [redacted]

Cereals and Oilseeds (ATTA): [redacted]

Food and Drink Sector: [redacted]
within our offer
Kingdom HMRC.

Please Note: TDM takes pride in publishing the most up-to-date data with no gaps. Below are the countries deemed as "essential" on the tender that TDM does not publish currently with comments. Most data can be included annually through UN Comtrade on the TDM and/or provided via derived trade statistics.

- [redacted]

b. [redacted] No additional integration is required by the AHDB team. The TDM headquarters maintains primary and secondary servers to host the Trade Data Monitor software with power generator backups. The TDM database is also located in the cloud and as TDM's 3rd redundancy. The TDM database and support team are all enabled to work remotely. Over the last 3 years the TDM has been online 99.5% of the time, with no more than a few hours of scheduled downtime. TDM's computer processing is very quick as evidenced by the speed of the software. Technical support is available from the TDM team 24/7. The technical support team understands trade data and can help with both technical issues regarding the software and methodological issues related to the data.

c. Subscription terms are an enterprise-wide license agreement for access to the monthly countries listed above, additional monthly countries are available, and annual countries reported by TDM for the subscription period. A copy of license agreement is available and is amenable to discussing any areas of concern to AHDB.

d. The TDM includes access to all [redacted] at the detailed country tariff line level. The [redacted] comprises approximately 5,300 article/product descriptions that appear as headings and subheadings, arranged in 99 chapters, grouped into 21 sections. Data is available at the most detailed level of t[redacted]-digit level.

e. TDM contracts with the official source of data suppliers for the 100+ reporting countries listed in Appendix 1. We have received formal approval to receive and republish the data from data suppliers. TDM is in regular contact with data suppliers to answer questions about the data posed by clients. Before publishing, the TDM team matches check totals against the data and runs several internal procedures which we are happy to discuss. The TDM is highly regarded and used by national banks, government agencies like the US Department of Agriculture, the WTO, and the United Nations.

f. TDM will supply AHDB with access to the monthly Reporting Countries notated on their essential and desirable countries list or will provide derived data for those that do not publish current monthly trade data. A copy of all our monthly reporting countries can be found in Appendix 1.

   a. All iterations of EU data will be included [redacted]
   b. EU Customs Data is available for several countries and in included in subscription rate.
   c. In addition to the reporting countries requested in the tender TDM publishes the following countries with monthly updates: Armenia, Bermuda, Cambodia, Fiji, Madagascar, Myanmar, Namibia, Saudi Arabia, Zimbabwe, and more. You can find the full list of our reporting country options in Appendix 1.

   d. Reporting Country Notes

[redacted]

[redacted]

g. A list of Additional Data Fields (ports, provinces, states, mode of transport, etc.) is available below under Appendix 2 and is included in the subscription with any of the required monthly reporting countries that report any additional fields.

h. The trade data can be interpreted by reporting country, partner country, HS Codes at the tariff line level, value, quantity, and average unit price. TDM data fields include but are not limited to the following:

- Reporting Country
- Partner Country
- ISO Reporter and Partner Codes
- HS Code at tariff line level including HS Chapter 99
- HS Description
- Quantity (reported): 1st and 2nd unit of measure.
- Customs Value
- Unit Value
- General imports and imports for consumption (quantity and value)
- Domestic exports and foreign (re-exports) (quantity and value) – for some countries

i. TDM data can be viewed in over 40 currencies. Additional currencies can be added upon request. Exchange rates are acquired from the New York Federal Reserve and Oanda. Rates are calculated using 16 decimal places. A list of currencies is available on Appendix 3.

j. [redacted]

[redacted]

[redacted]

[redacted]

Features Unique to TDM

- **Reporting Countries Unique to TDM**
  - [redacted]

Customer Support and Services

Trade Data Monitor staff can meet with AHDB users to perform the following:

- **Account Setup:** TDM understands AHDB may want individual accounts, or accounts shared by members of same team/division. Additionally, AHDB may request accounts with different reporting countries. For example, this may include an account with the EU27 Total and Non-EU countries, and an account with the individual EU 27 countries and Non-EU countries. If awarded the contact, TDM will discuss with the AHDB to understand their account setups and implement within a couple of days.

- **Copy & Transfer Product and Country Groups:** TDM will work with AHDB to transfer any needed product and partner/reporter country groups.

- **Raw Data:** TDM staff will meet with employees to understand the scope of any raw data requests and begin work immediately on raw data delivery.

- **Training:** TDM staff is available for large group or individual training virtually or in person. TDM staff will also return for in person training as requested by AHDB. Training is also available via webinar or phone.

- **Training Material:** Delivery of hard & soft copy training materials.

    - Online TDM Help File available within the TDM software.
    - Quick Reference Guide containing the most frequently asked questions.
    - Short training videos are available to demonstrate the steps to create Product & Country groups, data download options, and many other features.

- TDM customer service is available 24/7 via phone and email.

- Customer service is handled by sales representatives allowing for a seamless relationship and quick changes to accounts and data feeds – available easily by making the change over the phone with your direct representative's phone number. Account modifications can be handled immediately while the requestee is on the telephone. TDM Customer services also includes the ability to reference Reporting Country methodology notes.

- TDM sales representatives get to know their clients and strive to understand both their data and software development needs. Through this relationship, feedback is provided to the TDM developers to quickly implement enhancements to the TDM software to meet client needs.

Trade Data Monitor: Experience and Expertise

- The team at TDM has the experience to help AHDB fully understand trade statistics. With many years of combined experience in working with import and export statistics, we bring an in-depth understanding of trade data. We are data-driven, global trade experts with a passion for unsurpassed customer service. We have insights and great experience with the methodologies of the trade data sources who create the data and can relay this to AHDB.

- TDM Team: TDM employs [redacted] full-time employees to support data acquisition, IT systems, data process, sales and support.

  - [redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]

Appendix 1: TDM Monthly Reporting Countries

[redacted]

[redacted]

Appendix 2: Additional Data Fields (ADF)

[redacted]

Appendix 3: Currencies & Languages

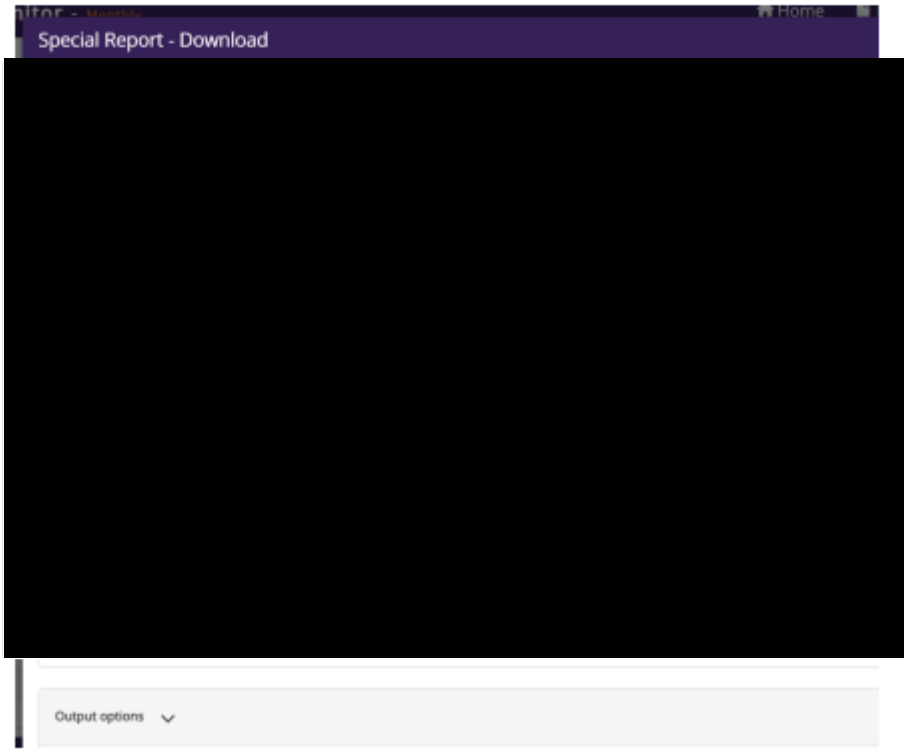
- Australia Dollar
- Belize Dollar
- Botswana Pula
- Brazil Real
- Canada Dollar
- CFA Franc
- Chile Peso
- China Yuan Renminbi
- Czech Koruna
- Denmark Krone
- Eurozone Euro
- Ghana Cedi
- Hong Kong Dollar
- Iceland Krona
- India Rupee
- Indonesia Rupiah
- Japan Yen
- Jordan Dinar
- Kenya Shilling
- Macao Pataca
- Malagasy Ariary
- Malaysia Ringgit
- Maruitiun Rupee
- Mexico Peso
- Morocco Dirham
- Namibian Dollars
- New Zealand Dollar
- Norway Krone
- Philippines Peso
- Russia Ruble
- Singapore Dollar
- South Africa Rand
- South Korea Won
- Sri Lanka Rupee
- Sweden Krona
- Switzerland Franc
- Taiwan New Dollar
- Tanzania Shilling
- Thailand Baht
- Turkey Lira
- United Kingdom Pound
- United States Dollar

Languages

- English
- Spanish
- Japanese
- French
- German
- Chinese
- Italian
- Farsi
- Arabic
- Portuguese

Appendix 4: Features, Functionalities & Downloads

Data Download Example: Users may download large amounts of data in an Excel/CSV format with customization of the file available.



[redacted]

[redacted]

Download Scheduler: Schedule data download files to go directly to your email.

[redacted]

Product Groups: Type in and upload product groups, share the groups across departments/divisions, download groups directly from the screen, and organize groups into folders for neat account organization.

[redacted]

[redacted]

Locked Groups: Users will be able to lock product groups or country groups to allow for all users to have the same definitions, if they desire.

[redacted]

18

[redacted]

[redacted]

[redacted]

TDM Pricing