

Agriculture and Horticulture Development Board

and

British Nutrition Foundation

**Agreement for the
Education Partnership Programme**



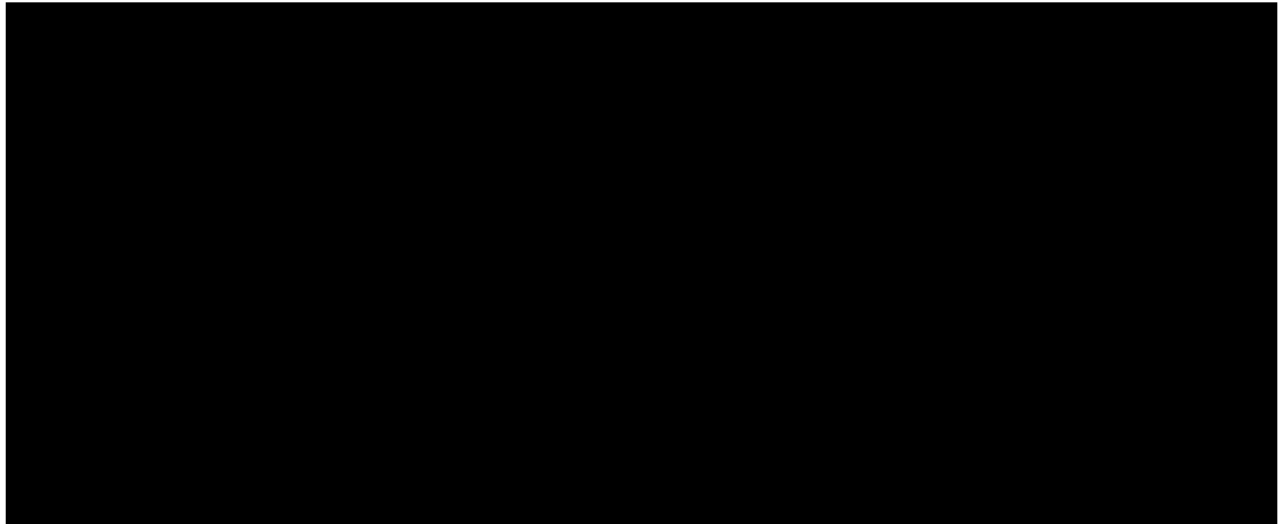
BETWEEN

1. **The Agriculture and Horticulture Development Board**, a Non-Departmental Public Body created by the Agriculture and Horticulture Development Board Order 2008, whose Principal Office is Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE (**AHDB**).

AND

2. **The British Nutrition Foundation**, a company registered in England and Wales number 898651, a registered charity in England and Wales number 251681; and a charity registered in Scotland number SC040061, whose registered office is New Derwent House, 69-73 Theobalds Road, London, WC1X 8TA (**BNF**)

AHDB and BNF are individually a Party and together the Parties to the Agreement.



Terms and Definitions

1. AHDB's standard Purchase Terms and Conditions for the Purchase of Goods and Services as amended in Goods & Services Contract with BNF [REDACTED]
[REDACTED]
- 1.1. The AHDB Terms are available on the website of AHDB (www.ahdb.org.uk) or from its Legal Manager at its Principal Office.
- 1.2. Insofar as any terms in the Agreement differ from those in the AHDB Terms, they shall be deemed to be agreed variations in accordance with clause 2.4 of the AHDB Terms.
- 1.3. The following AHDB Terms will not apply to this Agreement: Clause 5 TUPE and Clause 6 Contracted workers.
2. The definitions in the AHDB Terms apply to the Agreement, together with the following definitions:

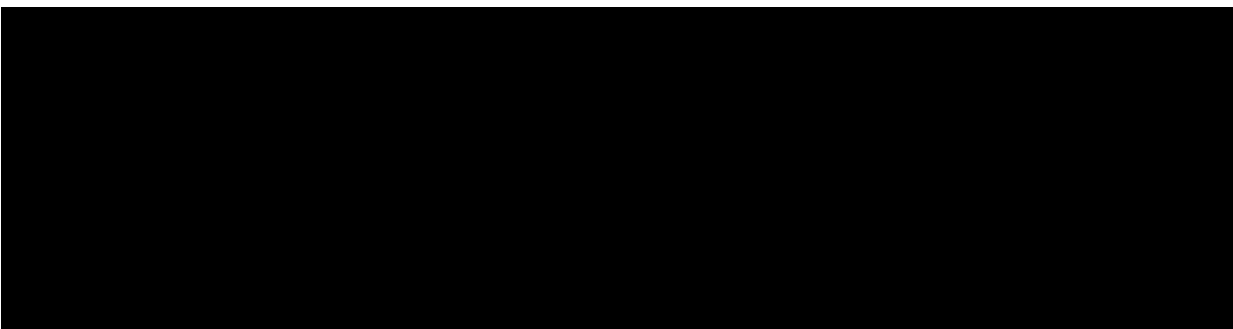
<i>Term</i>	<i>Meaning</i>
Agreement	This agreement;
AHDB Terms	The Purchase Terms and Conditions for the Purchase of Goods and Services of the Agriculture and Horticulture Development Board;
Commencement Date	As defined in Clause 5;
Completion Date	As defined in Clause 5;
Collaboration	As set out in Schedule 1
Main Contact	A person nominated from time to time by AHDB in accordance with Clause 7;
Primary Contact	A person nominated from time to time by a Party in accordance with Clause 7;
Principal Office	Middlemarch Business Park, Siskin Parkway East, Coventry, CV3 4PE;
Purchase Order	AHDB's Order for the provision of Goods and/or Services under the Agreement.

Collaboration

3. The specification detailing the Collaboration for the education partnership programme is provided in Schedule 1. This is contained in a document titled Specification for BNF/AHDB Education Partnership.



- 4.1. Such activities shall not comprise or include the supply of services to AHDB in contravention of the Public Contracts Regulations 2015.
- 4.2. Such activities may relate to any one or more of the sector areas of AHDB being Pork, Beef and Lamb, Dairy, Cereals and Oilseeds.



6. This Agreement may be terminated by either Party at any time by giving not less than 90 days' notice of termination in writing to the other Party and each Party shall use all reasonable endeavours to complete any outstanding activities within this notice period provided that if this is not possible the Parties will agree to try and make arrangements for the completion of any outstanding work.

Contacts

7. AHDB and BNF shall each appoint a primary contact person (the 'Primary Contact') for the education partnership programme who shall communicate as necessary to facilitate the performance of that aspect of the Agreement. Any information required to be given by BNF or AHDB shall ordinarily be communicated between those Primary Contacts.

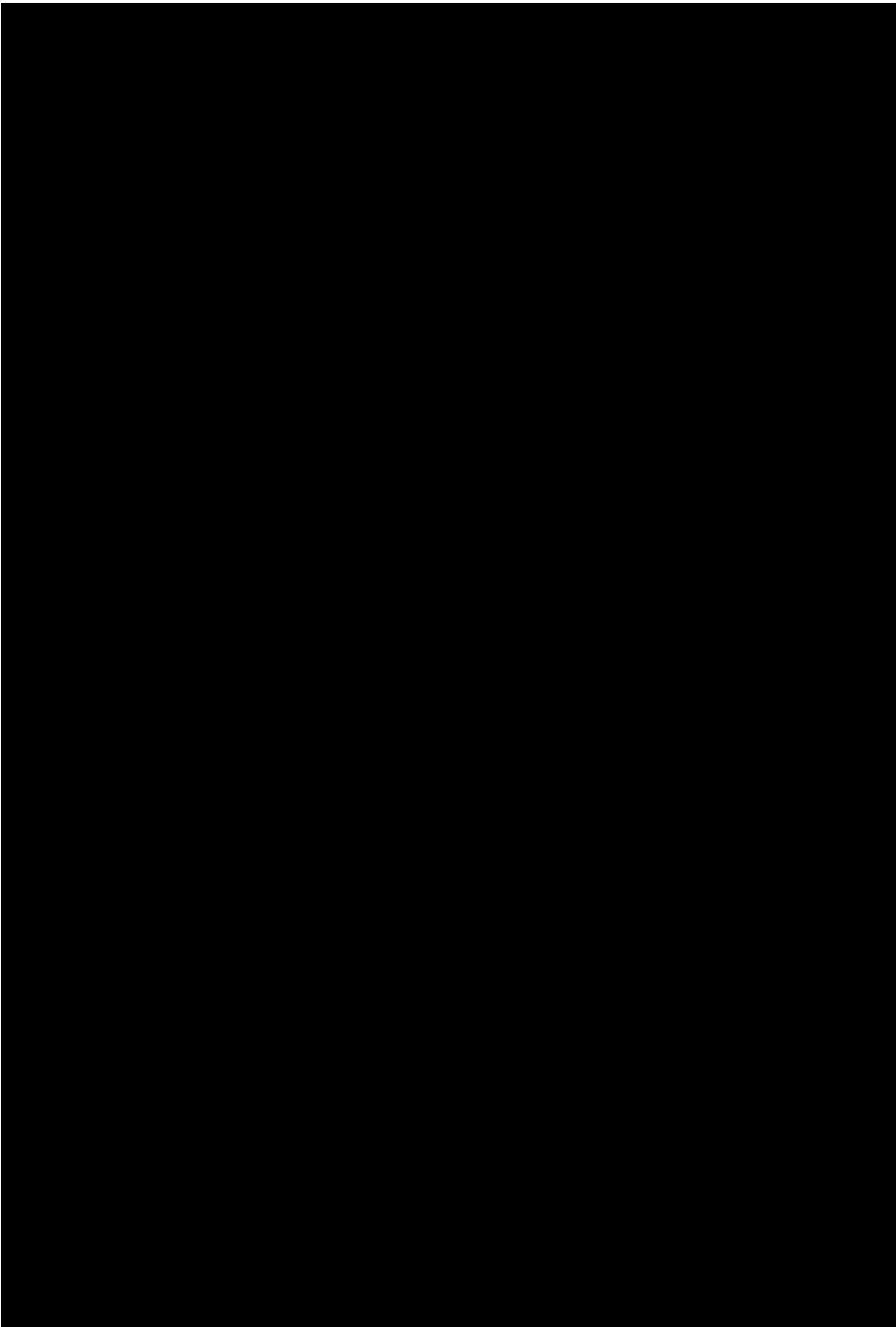
- 7.3. Either Party may amend its Primary Contact at any time by notice to the other Party in writing.

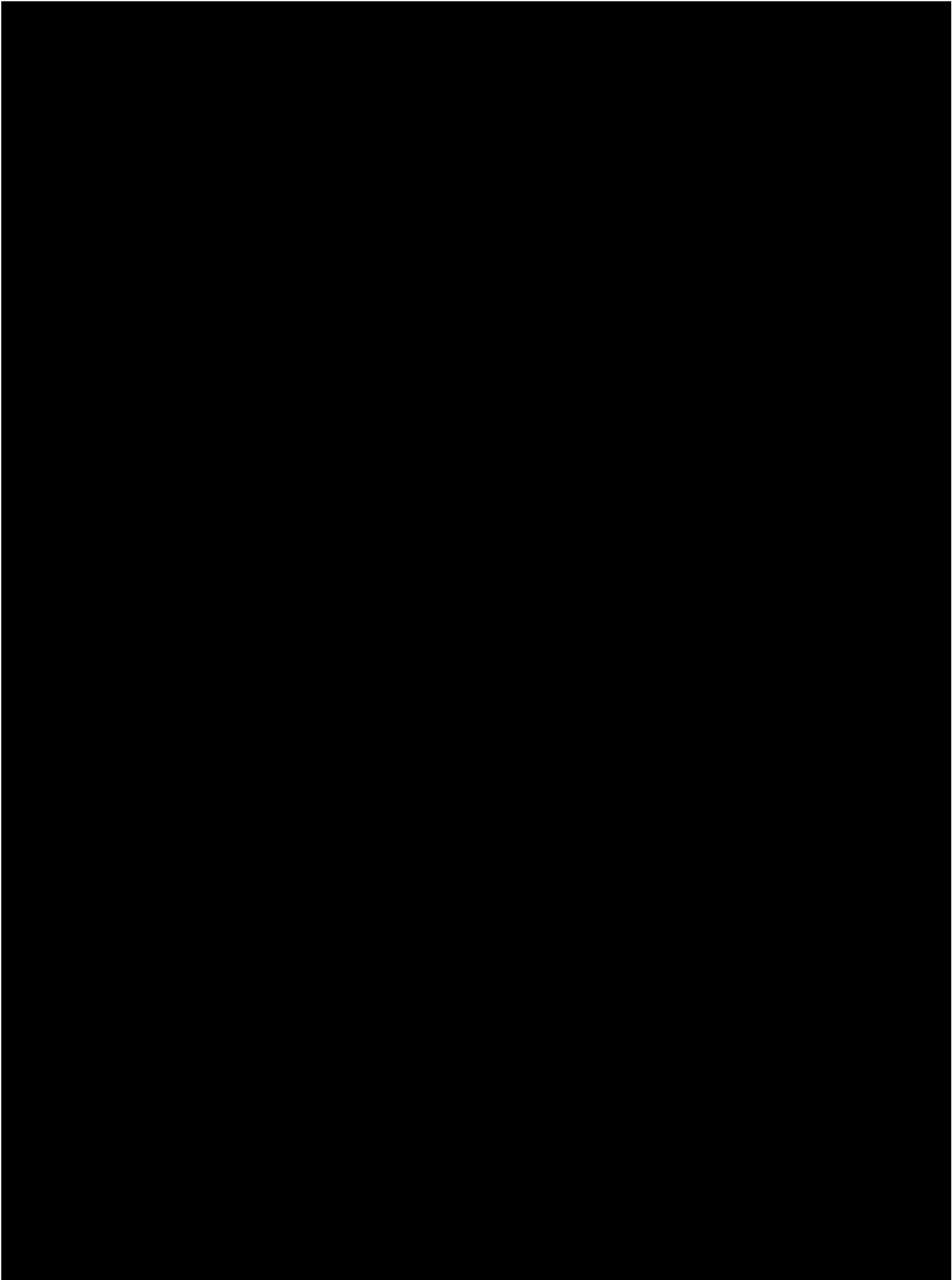
Sub-Contracting

8. The Parties agree not, without the prior written consent of the other, to assign its rights or obligations under this Agreement, nor to appoint any sub contractor.

Payments

10. Payments under this Agreement shall be determined in accordance with the Schedule and shall not be increased unless otherwise agreed in writing by both Parties consequent upon an increase in the cost of undertaking the activities justified objectively by the Party undertaking that activity.
- 10.1. AHDB agrees, subject to BNF's compliance with the terms of this Agreement, to make payments in accordance with the Schedules against proper invoices specifying the serial number of AHDB's Purchase Order(s) duly received at its principal office:
11. AHDB shall raise one or more Purchase Order(s), the serial number(s) of which shall be notified to BNF and shall be presented on all invoices.
- 11.1. The Parties agree that any terms in any Purchase Order inconsistent with the terms of the Agreement will not amend the terms of the Agreement.





- 15 Each Party shall maintain in force at its own cost, adequate insurance coverage with a reputable insurer against liabilities arising under this Agreement.

Signed on behalf of the Agriculture and Horticulture Development Board

By

Date , 2024

Signed on behalf of BNF

by

Date , 2024

