

Agreement between

Nuffield International (the Company or Nuffield International)

And

JOSE PABLO LUCHSINGER (Scholar) of Hijuela el saltillo km 11, 7 Villarrica, Chile

Dated 19 December 2024

INTRODUCTION

- A. Nuffield International agrees on the terms and conditions set out in this Agreement, to provide funds to the Scholar to undertake their Nuffield Scholarship. The Scholar acknowledges that the funding provided by the Company may not necessarily cover all costs and that they will personally meet any additional costs necessary to complete the scholarship requirements.
- B. In consideration of the Company providing funds, the Scholar agrees to undertake the scholarship on the terms and conditions set out in this Agreement.
- C. The Scholar acknowledges that they are entering a global network of scholars and will work to maintain and enhance this network.

DEFINITIONS

In this agreement;

“Agreement” means this agreement.

“Code of Conduct” is defined as the required conduct of representatives of the Company as provided to the Scholar with this Agreement and available at <https://nuffieldinternational.org>

“Commencement Date” means the date this Agreement commences as specified in item 1 of Schedule 2.

“Contemporary Scholars Conference or “CSC” is defined as the week designated by Nuffield International, which is held each year in a pre-determined country.

“Contract End Date” means the date specified in Item 2 of Schedule 2.

“Departure date” is defined as the day the Global Focus Program tour departs from your home base on the date provided by the Company.

“Global Focus Program” or “GFP” is defined as a compulsory, and Nuffield organised, five-week travel program to various countries with the objective of giving the Scholar an overview of world agricultural, trade, cultural and social issues.

“Intellectual Property” means any and all intellectual and industrial property rights anywhere in the world (including present and future intellectual property rights) including (but not limited to) rights in respect of or in connection with:

- (a) any related confidential information, trade secrets, know-how or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright);
- (c) inventions, designs, trademarks, service marks and other related marks.

“Pre-tour briefing” is defined as a briefing on various issues relating to the scholarship program to be held prior to the Scholar’s departure.

“Scholarship” means the Nuffield International scholarship pursuant to this Agreement.

“Scholar Report” means the written report required by clause 2.

“Scholar Resource Kit” means the kit provide to the Scholar by Nuffield International.

INTERPRETATION

In this Agreement unless the contrary intention appears:

- (i) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (ii) a reference to any party includes that party’s executors, administrators, successors and permitted assigns;

a reference to a statute or statutory provision includes a statutory modification or re-enactment of it or a statutory provision substituted for it, and each ordinance, by-law, regulation, rule and statutory instruments (however described) issued under it;
- (iii) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

- (iv) a reference to this Agreement includes its schedules, appendices, annexure and attachments and any variation or replacement of any of it;
- (v) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (vi) includes in any form is not a word of limitation;
- (vii) if the day on by which an act matter or thing is to be done under it is not a Business Day then that act matter or thing must be down no later than the next Business Day;
- (viii) uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (ix) the headings in this Agreement are for convenience only and do not affect interpretation.

TERMS OF AGREEMENT

In consideration of the Company providing funds, the Scholar agrees to undertake the Scholarship on the terms and conditions set out in this Agreement as follows:

1. The Scholarship:

- 1. (i) The parties agree that the primary aim of the Scholarship is to advance sustainable and profitable primary production, through personal development of the Scholar's knowledge and dissemination of this to others in their industry and community.
- 1. (ii) The Scholar will carry out all elements of the Scholarship as outlined in Section 4 of Schedule 2 diligently and competently.
- 1. (iii) The total length of Scholarship travel will be not less than 15 weeks, the make up of which is set out in Schedule 2, item 4. The Scholar may complete their individual study program at any time, provided they comply with the general terms of this Agreement.
- 1. (iv) The Scholar will participate in, and complete, the Global Focus Program that is mutually agreed with Nuffield Australia, the country responsible for organising the GFPs. The Scholar will not involve a spouse, partner or other family in this segment.
- 1. (v) The Scholar will undertake their individual study and travel for a period of not less than the period set out in Schedule 2, item 4.e and will complete the Scholarship in compliance with Schedule 2, item 2, subject to any international or domestic travel restrictions preventing completion of the Scholarship in the normal timeframe. Any changes to the timeframe will be agreed to in writing by both parties. Partners and extended family, including children – are permitted to travel with the Scholar but only for individual travel.

1. (vi) One week of the individual travel component may be used by the Scholar to write their Scholar Report.
1. (vii) Two weeks of the individual travel component may be completed domestically.
1. (viii) The Scholar will take all necessary steps to ensure they are medically fit to undertake the Scholarship and indemnify and hold the Company harmless against all claims, costs incurred or damages should injury, illness and/or medical treatment be required whilst undertaking the Scholarship.
1. (ix) The Scholar acknowledges that they have read and understood the Code of Conduct and agrees to abide by the terms and principles as set out in the same. The Scholar shall comply with the Code of Conduct at all times during the Scholarship and at any subsequent time when representing Nuffield International. The Scholar acknowledges that failure to comply with the Code of Conduct may result in disciplinary action at the discretion of the CEO and/or Nuffield International Board, including potential termination of this scholarship contract in certain cases.
1. (x) The Scholar will provide the Company with a detailed study program and travel itinerary prior to departure on their individual travel and maintain contact with the Company during the entire Scholarship. Reports will be provided to the Company and relevant third parties including providers of scholarship funding and sponsorship, detailing progress with the scholarship and summaries of findings, when Nuffield International requests (acting reasonably).

2. Reporting

2. (i) The Scholar will report on their individual study and comply with the schedules below:
 - (a) The Scholar **MUST** complete their final written Scholar Report two years from the date at which they were awarded their scholarship. One extension will be allowed if requested and approved in writing.
 - (b) The Scholar must present to Nuffield International, our corporate supporters and the media at appropriate functions if required.
2. (ii) The Company will withhold payment of a specified part of the Scholar's funding until it receives a satisfactory Scholar Report from the Scholar. See point 4(i).
 - (a) In the event that the Scholar report is not submitted within the terms above, the Board reserves the right to withdraw the Scholarship and seek the return of part or all money and other items associated with the Scholarship.

- (b) The reporting schedule in 2 (i) may be varied by mutual written agreement between the Company and the Scholar not more than twelve months after the Commencement Date of the Scholarship.
- 2. (iii) In order for a Scholar Report to be considered satisfactory it must meet the requirements set out in Schedule 3.
- 2. (iv) The parties will agree upon a strategy for the release of the Scholar Report to industry.
- 2. (v) Where the Scholar Report contains confidential information, the parties may agree to produce an edition of the report suitable for general distribution.
- 2. (vii) If the Scholar Report, after having been internally reviewed and read by the Company, fails to meet the requirements set out in 2 (iii) of this Agreement, the Scholar will revise and resubmit the Scholar Report.
- 2. (viii) Should the Company deem the Scholar unable to complete the Scholar Report to a satisfactory level, by mutual agreement a portion of the withheld funds may be used to hire an editor to meet the standard required.

3. Intellectual Property and Income

- 3. (i) Unless otherwise agreed between the parties, all Intellectual Property arising from the Scholarship including without limitation copyright in the Scholar Report and presentation will be owned jointly by the Scholar and the Company.
- (ii) The Scholar will if requested by the Company do all acts and execute all documents as are reasonably required by it in order to confirm the Company's joint ownership of the Intellectual Property including signing an assignment of rights document.
- (iii) The Company is entitled to use and disclose the Scholar Report and presentation to further the aims of Nuffield International or those of an investor/funder.
- (iv) Any commercialisation of the Intellectual Property will be for the joint and equal benefit of both parties and must be agreed in writing prior to being undertaken.
- (v) The Scholar warrants that the Scholar Report and presentation will be their own original work and indemnifies the Company from any loss, cost, damage or expense which arises as a result of the Scholar breaching the intellectual property rights of a third party.

4. Company Funds

- 4. (i) Subject to the Scholar signing this Agreement and performing and complying with the provisions of this Agreement and subject particularly to clause 4 (iii), the Company will pay to the Scholar USD\$25,000 of Company funds in the following manner:

- (a) up to USD\$11,000 to be withheld by the Company to cover some costs associated with the CSC, and GFP components. Any outstanding balance to be paid at the completion of the GFP;
 - (b) up to USD\$12,000 no less than one month prior to departure on individual travel, and upon confirmation that all the necessary travel arrangements having been made; this portion of funds should be used for GFP Petty Cash contribution (expenses on GFP not pre-paid), and individual travel.
 - (c) USD\$2,000 on receipt of the Scholar's Report meeting the requirements of this Agreement and approval by the Board.
- 4. (ii) The total liability of the Company to fund the Scholarship, to pay or reimburse the Scholar, or to meet any outstanding liability of the Scholar in respect of the Scholarship is the total specified in clause 4(i).
 - 4. (iii) The Company may seek the refund from the Scholar of any and all installments of Company funds if the Scholar has not fully complied with their obligations as listed in clauses 1 and 2 of this Agreement.
 - 4. (iv) Without limiting clause 4 (iii), the Company may withhold payment of USD\$2,000 until the Scholar has completed the Scholar Report to the satisfaction of the Board.
 - 4. (v) The Scholar acknowledges that the funding provided by the Company may not necessarily cover all costs required to complete the Scholarship and that they will personally meet any additional costs necessary to complete the Scholarship requirements.

5. Conflict of Interest

- 5. (i) The Scholar represents and warrants to the Company, and it is a condition of this Agreement, that except as disclosed in writing to the Company before this Agreement was made, the Scholar does not have, directly or indirectly, interests or obligations which might create a conflict with their interests or obligations under this Agreement.
- 5. (ii) Should the Scholar become aware of any conflict of interest, or obligation they must notify the Company immediately and take steps to remove or manage it as advised by the Company.

6. Insurance/Travel

- 6. (i) The Scholar MUST take out comprehensive travel insurance before commencement of any travel for their Nuffield scholarship. It is compulsory for the Scholar to give evidence of having procured travel insurance to cover themselves whilst they undertake their scholarship. The policy and evidence of cover must be supplied to NI management.

6. (ii) All travel related to the GFP is booked by Nuffield Australia through their travel agency. This is a requirement of participation unless an alternative agreement is made with Nuffield Australia.

7. Excusable Delay

7. (i) Where, by reason of events or circumstances beyond the control of, and not reasonably foreseeable by the Scholar, the Scholar is prevented from performing any obligation under this Agreement, the Scholar will be allowed a reasonable additional time, **up to a maximum of twelve months**, to perform the obligation, but only if –
- (a) the Scholar notifies the Company as soon as is practicable of such events and of the period for which the Scholar expects to be so prevented from performing; and
 - (b) the Scholar takes all reasonable steps to avoid or limit the effects of such events and to render to the satisfaction of the Company the equivalent of the performance of the obligation.
7. (ii) In the event that the Scholar is unable to perform any obligation under this Agreement after a reasonable time as described in clause 7 (i), the Scholar will refund the Company all funds provided to that date. The recipient will forfeit the Scholar's title and bursary and will not be eligible for any future payments relating to the Scholarship.
- 7 (iii) Where, by reason of events or circumstances beyond the control of, and not reasonably foreseeable by the Company, where the Company is prevented from performing any obligation under this Agreement, the Company will be allowed a reasonable additional time, **up to a maximum of twelve months**, to perform the obligation, but only if –
- (a) the Company notifies the Scholar as soon as is practicable of such events and of the period for which the Company expects to be so prevented from performing; and
 - (b) the Company takes all reasonable steps to avoid or limit the effects of such events and to render the equivalent performance of the obligation.
7. (iv) In the event that the Company is unable to perform any obligation under this Agreement after a reasonable time as described in clause 7 (iii), the Company will terminate the Scholarship and hold all funds not disbursed to that date and the Scholar will forfeit the scholar's title and bursary and will not be eligible for any future payments relating to the Scholarship. If this occurs the Company will not be liable to the Scholar for any loss, damage, cost or expense arising as a result of such forfeiture.

8. Disputes and Termination

8. (i) If there is a dispute between the Company and the Scholar concerning this Agreement, either party may give written notice to the other.
8. (ii) If the dispute is not settled by agreement within 21 days of the service of notice, the dispute will be referred:
 - (a) in the first instance to nominated representatives of the parties who will attempt to resolve the dispute including, if necessary, by formal or informal mediation. Any mediation will be administered by the Civil Mediation Council in accordance with the Guidelines for Commercial Mediation operating at the time the matter is referred to ADR (Alternative Dispute Resolution). The Guidelines are hereby deemed incorporated into this Agreement. The mediator will be an independent mediator agreed by the Parties or, failing agreement, nominated by the president of the Civil Mediation Council, 100 St Paul's Churchyard, 3rd floor, London EC4M 8BU; and
 - (b) thereafter, if the dispute is not resolved within 14 days after mediation concludes, to arbitration in UK by a single arbitrator appointed by agreement of both parties, or if they fail to agree, by the president of the Law Society of England and Wales acting on the request of either party.
 - (c) liability for the costs of mediation or arbitration will be borne equally by the Company and the Scholar.
8. (iii) The Company may terminate this Agreement by notice in writing effective immediately to the Scholar if any of the following occur:
 - (a) the Company becomes aware of any material misrepresentation made by the Scholar in the making of his/her scholarship application;
 - (b) the Scholar becomes bankrupt, is charged with an indictable offence or equivalent in any country, dies, becomes incapable of managing their own affairs, or becomes of unsound mind;
 - (c) the Scholar fails to comply with the operational scholarship requirements set out in clause 1 of this Agreement;
 - (d) the Scholar fails to comply with any of the reporting requirements set out in clause 2 of this Agreement;
 - (e) the Company becomes aware of any conflict of interest on the part of the Scholar, which remains unresolved 14 days after the Scholar receives written notice from the Company requesting resolution;
 - (f) if in the opinion of the Company, the Scholar's study program and topic has changed significantly from that proposed at the time of selection (without the Company's

written approval of such a change) so as to become irrelevant to the Company or to the objectives of the Scholarship program;

(g) if the Scholar breaches the Code of Conduct in a material way;

(h) for any other reason at the sole discretion of the Company.

8. (iv) On termination of this Agreement for any reason by any party:

- (a) the Company will cease to be liable to pay or provide to the Scholar any further funds;
- (b) the Scholar agrees to promptly repay to the Company any part of the Scholarship funds not already used for the Scholarship;
- (c) the Scholar will not be permitted to use the title - Nuffield Scholar;
- (d) the Scholar will immediately return the Nuffield tie/brooch, and any plaques, badges etc. forming part of the award;
- (e) the Company will not be liable to the Scholar for any loss, damage, cost or expense arising as a result of such termination.

9. Variation to the Scholarship

9. (i) The Scholar will not without the prior written agreement of the Company change or delete the purpose and intended travel program of the Scholarship as proposed in the Scholar's application and agreed at the time of selection.

10. Term

10. (i) This Agreement begins on the Commencement Date and continues until the Contract End Date, unless terminated earlier.

11. Jurisdiction

11. (i) The parties agree that this Agreement is governed by the law of United Kingdom and each party irrevocably and unconditionally submit to the jurisdiction of the courts of United Kingdom.

12. Scholars Indemnity

12. (i) The Scholar agrees to the terms of and to sign the attached Scholar Indemnity Form attached to this Agreement as Schedule 1.

Address: PO Box 495 Kyogle
New South Wales 2474 Australia
Ph: (+61) 408758602
Email: jodie.redcliffe@nuffield.com.au
Website: www.nuffieldinternational.org



12. (ii) This Agreement is subject to the Scholar providing a signed copy of the attached Scholars Indemnity.

13. Signing of Agreement

13. (i) The Scholar must sign this Agreement and attachment and return it to Nuffield International before the Commencement Date.

SIGNED AS AN AGREEMENT.

Signed for and on behalf of Nuffield International by Jodie Redcliffe (CEO):

Signature:

In the presence of (witness) name: Robert Bradley (Director)

Signature:

Signed for and on behalf of (Scholar) name: JOSE PABLO LUCHSINGER

Signature: _____

In the presence of (witness) name: _____

Signature: _____

Address: PO Box 495 Kyogle
New South Wales 2474 Australia
Ph: (+61) 408758602
Email: jodie.redcliffe@nuffield.com.au
Website: www.nuffieldinternational.org



Schedule 1 Scholar Indemnity

I, {Scholar Name}
Of {Home Address}

Acknowledge and agree that one of the conditions of me accepting the Nuffield International Scholarship is that I accept full responsibility for my safety and health during travel and engagements that I undertake under the scholarship. I agree that I will not hold Nuffield International, its officers, employees, contractors and agents responsible and indemnify all of them in relation to any claims, action or demands as a result of loss or injury to me however it may arise.

I understand that I can decline to travel to any particular destination that I believe is not safe to travel to after consulting the appropriate authorities including but not limited to my country's Federal Department of Foreign Affairs.

I also acknowledge that I can consult with representatives of Nuffield International to seek assistance but that any final decision will not be based solely on this assistance.

I note that I may seek legal advice before signing this document.

Dated: _____

Signed: _____

Schedule 2 Agreement Details

1	Agreement Start Date -or Commencement Date	The date the Scholar is formally announced as a Nuffield Scholar		
2	Agreement End Date	The release of the Scholar’s report		
3	Scholarship Time Commitment	Minimum of 15 weeks (105 days) over 2 years		
4	Scholarship Components – Compulsory Completion			
	Component	Time Commitment	Location	Cost
4.a	Contemporary Scholars Conference	14 days	New Zealand	Funded from bursary of [\$25,000]
4.b	Global Focus Tour	35 days	Various countries	Funded from bursary of [\$25,000]
4.c	Individual Travel	Minimum of 49 days	Personal choice	Funded from bursary of [\$25,000]
4.d	CSC/Nuffield country Conference/Other mutually agreed conference	7 days	2 years from Commencement	Funded by Scholar from either residual bursary or personal funds

Schedule 3

Scholar Report

A scholar Report can be written in the language of the country the scholar is from. If this is not English, the executive summary must still be provided in English, and the following must still be adhered to:

A Scholar Report must:

- (a) use ONLY the template provided by Nuffield International in the Scholar Resource Kit, and
- (b) in Nuffield International's reasonable opinion, be properly edited prior to submission, and
- (c) be of sufficient length in Nuffield International's reasonable opinion, to provide an appropriate reference of the study and its findings to investors, the wider community and to Nuffield. A maximum 10,000-word document is recommended; and
- (d) be provided to Nuffield International as an electronic file of the report in Microsoft Word for Windows version 2017 or later. The electronic copy of the report will have all text, graphics and tables embedded in one file. The file is to be a maximum of 10MB in size; and
- (e) be approved by Nuffield International management.

The Scholar Report must follow the guidelines set out in the Scholar Resource Kit, and must include:

- (a) Executive summary detailing the core study, findings and recommendations (of not more than two pages).
- (b) Introduction.
- (c) Acknowledgements (including investor/s).
- (d) Core findings including relevant acknowledgments and sources of information.
- (e) Conclusion and recommendations to the relevant industry.
- (f) Appropriate referencing and acknowledgments of any source material.