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HEADS OF AGREEMENT MADE THE 24TH DAY OF APRIL 1987.

TRANSFER OF THE SOIL SURVEY AND LAND  
RESOURCE CENTRE TO THE CRANFIELD INSTITUTE  
OF TECHNOLOGY

- Parties:
- (a) The Agricultural and Food Research Council ("AFRC")
  - (b) The trustees of the Lawes Agricultural Trust ("LAT")
  - (c) The Cranfield Institute of Technology ("CIT")
  - (d) The Ministry of Agriculture, Fisheries and Food ("MAFF")

Introduction

- (i) This document sets out the Heads of Agreement between the AFRC, LAT, CIT and MAFF for the transfer of the Soil Survey and Land Resource Centre ("SSLRC") to CIT.
- (ii) In these Heads of Agreement, the term "the effective date of transfer" shall mean the date on which
  - (a) not less than four fifths of the scientific and technical staff employed at present in the SSLRC commence employment with CIT, and
  - (b) the new commissioning arrangements between MAFF and CIT referred to in Clause (iv)(b) of the Financial Considerations Section below take effect.

General:

Subject to the provisions set out below, the general objectives of, and central conditions attaching to, the transfer are as follows:-

- (i) Responsibility for the work of the SSLRC will be transferred to CIT.
- (ii) CIT will employ those staff whom it selects for the purpose of the work transferred to it in pursuance of this agreement.
- (iii) The staff who accept offers of employment with CIT and movable physical assets of the SSLRC currently at Rothamsted will be moved to CIT at a date to be agreed.
- (iv) MAFF and CIT will make appropriate contractual arrangements about the commissioning of work of the SSLRC, and such arrangements will commence on the effective date of transfer.

- (v) All other existing contracts made in respect of the work of the SSLRC will be transferred to CIT with effect from the effective date of transfer and will be performed by CIT thereafter.

Financial considerations

- (i) After the effective date of transfer to CIT, all operational costs, capital provision, superannuation and other administrative overheads relating to the work of the SSLRC will be borne by CIT.
- (ii) In relation to those staff wishing to transfer their accrued pension rights from the AFRC superannuation scheme to the scheme in which CIT participates, transfer values calculated by reference to the standard public sector club-scheme tables, will be paid by AFRC.
- (iii) Except as provided in paragraph (iv) below, following transfer, CIT will assume responsibility and liability on behalf of LAT in relation to the work of SSLRC for all its existing contracts, namely, such contracts as are still to be performed, whether in part or in full, on the effective date of transfer. Subject to the terms of each agreement and subject to (v) below it will be necessary to make appropriate contractual arrangements to discharge the liability of AFRC and of LAT under each agreement and to ensure that rights and liabilities under each agreement are transferred to CIT.
- (iv) (a) The existing arrangements under which research and investigation by the SSLRC in relation to the Soil Survey of England and Wales is commissioned by MAFF from AFRC shall terminate immediately before the effective date of transfer and MAFF shall discharge AFRC from liability for its obligations thereunder with effect from that time.
- (b) New commissioning arrangements for work to be done by SSLRC, taking effect on the effective date of transfer, shall be agreed between MAFF and CIT. The work to be done pursuant to commissioning arrangements with MAFF for the year 1 April 1987 to 31 March 1988 is set out in Annex I hereto. Such of this as has not been completed by the effective date of transfer shall be carried out during the remainder of the year in accordance with the new arrangements. The work for the year 1 April 1988 to 31 March 1989 shall be agreed between MAFF and CIT prior to the commencement of that year and any subsequent work shall be agreed between MAFF and CIT prior to the commencement of the relevant commission.
- (c) The total payments made by MAFF for work done by the SSLRC pursuant to commissioning arrangements shall not exceed £650,000 for the year 1 April 1987 to 31 March 1988 and £500,000 for the year 1 April 1988 to 31 March 1989. For the former year payments shall be made to AFRC under the existing arrangements referred to in (a) above until their termination and thereafter to CIT under the new arrangements referred to in (b) above. MAFF accepts no commitment to make payments for work done by the SSLRC after 31 March 1989.

- (v) (a) The existing arrangements between AFRC and LAT under which the research and investigation referred to in (iv)(a) are carried out by the SSLRC and under which grant is made to the LAT in respect of such research and investigation shall terminate immediately before the effective date of transfer. With effect therefrom, LAT shall be discharged from any further liability under these arrangements.
- (b) The existing arrangements referred to in (v)(a) above shall continue to have effect until the effective date of transfer. The AFRC shall continue to make such payments of grant to LAT in respect of such research and investigation as may be agreed in respect of the period between 1st April 1987 and the effective date of transfer.
- (vi) (a) Subject to compliance with the conditions set out in (b) below and with such other conditions as may be agreed, AFRC will indemnify CIT against any legal liabilities arising from work carried out before the effective date of transfer under the contracts referred to in (iii) above;
- (b) (i) Where a claim arising from any such liabilities is made to CIT, it shall be notified to AFRC and to LAT within 14 days;
- (ii) The indemnity referred to in (a) shall not be effective if a claim under (i) is notified to AFRC more than five <sup>a</sup>years after the effective date of transfer.
- (iii) CIT shall not admit liability for or offer to agree to settle, such a claim without the written consent of AFRC, who shall be entitled to take over and conduct in the name of CIT the defence of such a claim, and shall have full discretion in the conduct of any negotiations and proceedings and the settlement of such a claim.
- (vii) If any SSLRC staff who are subsequently employed by CIT as a direct consequence of the arrangements relating to the transfer of SSLRC to CIT, are made redundant after the commencement of employment with CIT, CIT undertakes to pay compensation to such staff in respect of reckonable service in the Agricultural and Food Research Council Superannuation Scheme 1975 ("AFRC SS") and in respect of subsequent service with CIT. In so far as the calculation of a redundancy payment under this clause relates to service which would have qualified for benefits under the AFRC SS, the CIT undertakes to pay compensation calculated in accordance with the rules of the said scheme.

### Physical Assets and Database

- (i) Subject to agreement, the responsibility for the payment of rent for the land and accommodation currently used by SSLRC including any AFRC/LAT land and accommodation for which rent is not currently paid will pass to CIT on the date of transfer.
- (ii) Subject to agreement, AFRC will sell the property used by SSLRC at Shardlow Hall to CIT at a price to be determined by the District Valuer. Otherwise the rent to be paid by CIT to AFRC will be determined by the District Valuer.
- (iii) As to the purchase and installation of the new computer facility currently at Rothamsted, CIT will pay AFRC, within 3 months of the effective date of transfer, either
  - (a) half the actual costs of purchase and installation thereof, or
  - (b) the full amount of an independent valuation thereof to be made by a person or persons to be agreed at the time of transfer,whichever is the greater.
- (iv) Without prejudice to any existing rights to the copyright or any other intellectual property right in material produced in connection with the Soil Survey of England and Wales up to the effective date of transfer the remaining movable physical assets set out in Annex II hereto will be transferred to CIT on the effective date of transfer without charge.
- (v) The arrangements in relation to the copyright and any other intellectual property right in respect of material produced up to the effective date of transfer or in the future in connection with the Soil Survey of England and Wales and in relation to future access to, and use and publication of, such material, including access, use and publication by persons not parties to these Heads of Agreement, are currently being considered by MAFF, LAT and AFRC. Contractual arrangements on these matters will, in due course, be proposed to CIT. The material covered will include books, maps, any data in the Soil Survey Data Base which is in cartographic, textual or documentary form, such of the data in the machine-readable soil information service known as LandIS as relates to soils and all other material so produced whether written (which includes printing and typewriting) or machine-readable and whether or not published.
- (vi) Nothing in (v) above shall prejudice any party's rights in negotiations relating to such proposal as is referred to in (v) above. But, in any event, as from the effective date of transfer CIT will be licensed to use without charge material referred to at (v) above produced up to the effective date of transfer.
- (vii) CIT will be responsible for the security, maintenance and future development of the Soil Survey Data Base and LandIS.

## Personnel

- (i) CIT will inform AFRC of the number of posts required with their grades and specialisms. All staff employed at present in SSLRC will be considered fully and equally by CIT with a view to employment in these posts.
- (ii) CIT will, on the same date, offer a contract of employment to each member of staff to be transferred, being a date not less than 4 weeks before the effective date of transfer. Such contracts will be designed to start on the effective date of transfer. If an offer of employment by CIT, made in accordance with (iii) below, is refused, CIT will not make a further offer of employment to such staff during the period of 2 years following the date of the first offer.
- (iii) The terms of the offer referred to in paragraph (ii) shall be such that they are, taken as a whole, not less favourable to the person to whom the offer is made than the terms on which that person is employed on the date on which the offer is made.
- (iv) Upon acceptance of an offer made in accordance with (iii), the member of staff will be required to resign from the post held, with effect from the effective date of transfer.
- (v)
  - (a) Staff not selected for transfer to CIT and staff who do not accept employment with CIT will, in so far as it is possible, remain in the employment of LAT. However, if a surplus of staff arises as a consequence, the staff will be treated in accordance with the terms of the appropriate Agricultural and Food Research Service ("AFRS") Redundancy Agreement.
  - (b) A limited number of staff of the SSLRC in administrative and clerical grades may be asked to continue to work at SSLRC at Harpenden until the date referred to in (iii) of the General section above. These staff will continue to be employed by LAT and funded by CIT via LAT.
- (vi)
  - (a) If not less than four fifths of the scientific and technical staff employed at present in the SSLRC commence employment with CIT on the effective date of transfer, the AFRC may at its discretion award such compensation as it may determine to such members of staff who suffer financial detriment by taking up employment with CIT on the terms set out in CIT's offers of employment.
  - (b) For the purposes of (a), financial detriment means such financial detriment as flows directly from taking up employment with CIT on the terms set out in CIT's offers of employment.

- (c) Without prejudice to the generality of the discretion referred to in (a), AFRC:
- (i) may make allowance for any improvement in the terms and conditions of employment under the CIT offers of employment in determining the amount of compensation;
  - (ii) shall not be bound either to award compensation on the basis of a calculation or estimate of the full monetary value of the detriment, or to make any award at all.
- (d) Specific arrangements as to the presentation and consideration of financial detriment claims will be notified to the Trade Union Side of the AFRC by the AFRC.
- (vii) AFRC management will prepare a document setting out transfer terms which will be the basis for the consultation with the staff/unions. AFRC will agree the document with CIT before issue. Consultation with the representatives of the staff will begin under the aegis of the Whitley Council of the AFRS.


#### Timing

It is the intention of AFRC, LAT and CIT to give effect to the transfer as rapidly as possible. Every effort will be made to ensure that the agreements underlying the transfer will take effect on 1 June 1987.

#### Termination


- (i) At any time after the relevant date any party may, on giving not less than one week's notice in writing to every other party, terminate these Heads of Agreement if:
- (a) less than four fifths of the scientific and technical staff employed at present in the SSLRC have accepted CIT offers of employment on the relevant date; or
  - (b) the new MAFF commissioning arrangements referred to in (iv)(b) under Financial Considerations above have not been agreed on the relevant date.
- (ii) "The relevant date" means the date four weeks after the making by CIT of offers of employment to members of staff employed at present in the SSLRC.

Dated this 24th day of April 1987

(1) SIGNED for and on behalf of the  
AGRICULTURAL AND FOOD RESEARCH COUNCIL  
by 


in the presence of



(2) SIGNED for and on behalf of the  
Trustees of the LAWES AGRICULTURAL TRUST  
by 


in the presence of



(3) SIGNED for and on behalf of the  
CRANFIELD INSTITUTE OF TECHNOLOGY  
by 

in the presence of



(4) SIGNED for and on behalf of the  
MINISTRY OF AGRICULTURE, FISHERIES  
AND FOOD by 

in the presence of



