

DATED

Agreement for the Maintenance and Licensing of LANDIS

Cranfield University

and

Department for the Environment, Food and Rural Affairs

This agreement is dated

Between:

Parties

- (1) **Cranfield University** a charity incorporated in England and Wales registered with number RC000151 whose registered office is at Wharley End, Cranfield, Bedfordshire MK43 0AL (**Cranfield**)
- (2) **The Secretary of State for Environment, Food and Rural Affairs** whose principal place of business is at Nobel House, 17, Smith Square, London SW1P 3JR (**DEFRA**)

BACKGROUND

- (A) Cranfield has benefitted from the transfer of physical assets and licence of intellectual property rights as governed by agreements listed in Schedule 1 Annex A. The purpose of this framework document is to clarify the rights, remedies, duties and obligation of the parties in relation the documents listed in said Schedule 1 Annex A.
- (B) The Intellectual Property Rights in LandIS are owned jointly and severally by Cranfield and DEFRA as described in Schedule 1 Annex B of this agreement.
- (C) Cranfield is responsible for the security, maintenance and future development of LandIS, and manages and is responsible for Licensing Services connected with the use of Data and Materials.
- (D) The Heads of Agreement and 1999 LandIS agreement (as described in Schedule 1 Annex A), transferring the title to LandIS to Cranfield, envisaged that all licences for use by DEFRA and other Crown Users would be licensed free of charge by Cranfield.
- (E) All licences to Crown Users will be free of charge and shall be granted by Cranfield in accordance with Schedule 3.
- (F) All licences to DEFRA Associates will be for a fee, and shall be granted by Cranfield in accordance with Schedule 3 (including fee guidelines set out therein).
- (G) It is intended that where, under or pursuant to this agreement:
 - (a) DEFRA or any of the Crown Users has the right to grant sub-licences with respect to Data or Materials owned wholly or partially by Cranfield, such sub-licences shall only be made for the purpose of the relevant DEFRA or Crown User statutory function, or for the relevant DEFRA or Crown project(s) which are funded by DEFRA or another Crown User; and
 - (b) Cranfield has the right to grant sub-licences with respect to Data or Materials owned wholly or partially by the Crown to third parties (other than to Crown Users or DEFRA Associates), such sub-licences shall not be granted for any

purposes which conflict with the aims, objectives and purposes of DEFRA or the Crown.

Agreed terms

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions.

ADR Notice: a notice that either party wishes to commence alternative dispute resolution proceedings in accordance with clause 27.

Business Day: a day other than a Saturday, Sunday or public holiday in England or a Cranfield Closure Day.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Charges: the sums payable for the Services, as set out in Schedule 2 Annex B.

Civil Service: the organisation which supports the government in developing and implementing its policies and delivering public services, comprised mainly of civil servants accountable to ministers of government.

Confidential Information: confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives, advisers (including professional advisers) or sub-contractors (**Representatives**) to the other party and the other party's Representatives in connection with this agreement, including that which is labelled as confidential and/or which should reasonably be considered as confidential because of its nature and the manner of its disclosure.

Cranfield Closure Day: any day other than weekends and bank holidays when Cranfield is not open for business.

Cranfield Data: all data, documents information and items in any form owned by Cranfield (solely or jointly with third parties other than DEFRA or the Crown).

Cranfield Manager: the person appointed from time to time to manage the Data and Materials in respect of LandIS.

Critical Fault: a fault which substantially hinders or prevents DEFRA, or any of its sub-licensees, from using a material part of the functionality of the Data or Materials.

Crown: the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including government ministers, government departments, government offices and government agencies.

Crown Data: all data, documents, information and items in any form which are owned by the Crown without restriction (as Crown Copyright or Database Rights or otherwise)

which are in the possession of Cranfield and may be re-used under the terms of the non-exclusive Open Government Licence.

Crown Users: any department or part of the Civil Service or any other part of government with Crown status.

Data: the data or information (in whatever form including electronic images, maps, charts, still and moving pictures and sound recordings) being Raw Data, Derived Data and Manipulated Data).

DEFRA Associates: any non-departmental public bodies that report to the Secretary of State for Environment Food and Rural Affairs, and any other third parties (other than Crown Users) whom DEFRA indicates should be treated by Cranfield as a DEFRA Associate.

DEFRA Manager: the person appointed from time to time to in order to manage the fulfilment of DEFRA's obligations under this agreement.

DEFRA System: all computer hardware and software, equipment, network facilities and other resources and facilities owned or operated by DEFRA from which Data is received in accordance with this agreement.

Derived Data: any data (wholly or in part) (a) Manipulated to such a degree that it cannot be reverse-engineered and is not capable of use as a substitute for the Raw Data; or (b) any extraction or Manipulation of Raw Data that by virtue of the amount of Raw Data so used is not substantial enough to amount to an infringement of Intellectual Property Rights in the Raw Data.

Documentation: the documents provided by Cranfield to use in relation to the Data and Materials in either printed text or machine-readable form, including the technical documentation, program specification and operations manual.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

LandIS: data and materials pertaining to the soil of England and Wales and associated environmental themes outlined in the materials and datasets list within Schedule 1 (including all Intellectual Property Rights therein).

Licensing Services: the services pertaining to the grant of licences to the Data, including to Crown Users and DEFRA Associates.

Maintenance Release: a release of information or material which corrects faults, adds functionality or otherwise amends or upgrades the Data but which does not constitute a New Version.

Maintenance Service: (i) the maintenance and secure storage of the Materials, (ii) the maintenance of the data holdings and databases comprising the Data, and (iii) the provision of access to the Materials to DEFRA and DEFRA Associates, including those activities set out in Schedule 2 Annex A Part 1.

Manipulate: to organise, combine (including by intersecting or merging), summarise (including by interpolation or rasterization) or aggregate the Raw Data (wholly or in part) with other data or information (which may include Raw Data, Manipulated Data and/or Derived Data) or to adapt the Raw Data (wholly or in part), and **Manipulation** shall be interpreted accordingly.

Manipulated Data: any data which has been Manipulated, but excluding any Derived Data.

Materials: the soil samples, maps, plans, publications, field records and other physical assets comprised in LandIS.

Modification: any Maintenance Release or New Version which is supplied by Cranfield.

New Version: a new version of the Data which is created by Cranfield which contains such significant differences from the previous version as to be generally considered as constituting a new product.

Non-Critical Fault: any fault in the Data or Materials other than a Critical Fault.

Operational Service: operational activities associated with the Maintenance Service including (i) archiving, curation, and translation of Materials, (ii) data curation, Manipulation and interpretation of the Data and Materials, (iii) research and consultancy services in relation to both the Data and Materials, including the Standard Operational Service.

Preservation Charges: the sums payable for the Preservation Services, as set out in Schedule 2 Annex B.

Preservation Services: the Maintenance Service, the Operational Service, and the Updating Service.

Raw Data: the primary quantitative and empirical data first collected during soil survey and laboratory exercises comprised in LandIS.

Services: the Preservation Services and the Licensing Services.

Standard Operational Service: those activities set out in Schedule 2 Annex A Part 2.

Support Hours: 9.00am to 5.00pm on Business Days.

Support Staff: individuals who perform Cranfield's obligations under this Agreement including (where the context permits) the Cranfield Manager.

Updating Service: the service offered by Cranfield to DEFRA under which LandIS is updated for any reason (including fixing errors or adding new Data).

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule, Annex and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules (including their Annexes) form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules (including their Annexes).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Any words following the terms **including** or **include**, **for example** or **in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A reference to **writing** or **written** includes email.
- 1.9 If there is any uncertainty between any provision contained in the body of this agreement and any provision contained in the Schedules or appendices, the provision in the body of this agreement shall prevail.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall become effective only when it has been signed by all the parties.
- 2.2 The parties agree that this agreement shall be treated as if it commenced on 1 July 2023 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 14, for a period of 4 years from the Commencement Date (the **Term**).

3. CRANFIELD'S OBLIGATIONS

- 3.1 Cranfield shall:
- (a) use best endeavours (taking account of what is commercially and reasonably practical) to manage and provide the Preservation Services in accordance with this agreement in all material respects and meet any performance requirements specified, but any dates or timescales shall be estimates only and time for performance by Cranfield shall not be of the essence of this agreement;
 - (b) perform the Licensing Services, in particular:

- (i) grant to any Crown Users, upon request, a licence of the Data and Materials free of charge and in accordance with Schedule 3;
 - (ii) grant to any DEFRA Associates, upon request, a licence of the Data and Materials for a fee specified in, and in accordance with, Schedule 3; and
 - (iii) procure permission or consent from any joint owner (other than DEFRA or the Crown) whose permission is needed to grant any licences set out herein; and
- (c) supply and otherwise make accessible the Data and Materials to DEFRA, and to all Crown Users and DEFRA Associates who have been granted a sub-licence.

3.2 Cranfield may, following consultation with DEFRA, change at any time, with as much prior notice to DEFRA as is reasonably practicable:

- (a) the content, format or nature of Data; and
- (b) the means of access to the Data,

provided that such changes do not have any material adverse effect on DEFRA, DEFRA Associates or Crown Users, or any of their business operations.

3.3 Cranfield shall appoint a Cranfield Manager (who may be replaced at Cranfield's sole discretion from time to time upon written notice to DEFRA) who shall be responsible for the co-ordination of all matters relating to the Services.

3.4 All communications, documentation and materials relating to this agreement shall be sent as appropriate by the Cranfield Manager to the DEFRA Manager.

3.5 In addition to the Cranfield Manager, Cranfield shall provide sufficient Support Staff to fulfil its obligations under the terms of this agreement. The Support Staff shall be suitably trained and experienced in the support and maintenance of the Data and Materials.

3.6 In the absence of the Cranfield Manager or of any other member of the Support Staff for any reason, Cranfield shall supply a replacement person who:

- (a) is appropriately trained and competent to fulfil the role required of them; and
- (b) has undergone a suitable period of familiarisation with the Services to enable them to perform the functions of the person they are replacing.

4. DEFRA'S OBLIGATIONS

4.1 DEFRA shall:

- (a) co-operate with Cranfield in all matters relating to the Services, including providing any assistance or information as may reasonably be required by Cranfield, including in relation to the diagnosis and reporting of faults;
- (b) appoint a DEFRA Manager for the Services (who may be replaced at DEFRA's sole discretion from time to time upon written notice to Cranfield), who shall have the role of liaising with, and responding to queries from, the Cranfield Manager and the authority to negotiate on behalf of DEFRA on matters relating to the Services;
- (c) provide to Cranfield in a timely manner all documents, information, items and materials in any form reasonably required by Cranfield in connection with the Services and (as appropriate) use reasonable endeavours to ensure that they are accurate and complete;
- (d) obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable Cranfield to provide the Services.

4.2 If Cranfield's performance of its obligations under this agreement is prevented or delayed by any act or omission of DEFRA, or any of DEFRA's agents, subcontractors, consultants, employees or any other third party working on DEFRA's behalf, then, without prejudice to any other right or remedy it may have, Cranfield shall be allowed an extension of time to perform its obligations equal to the delay caused by DEFRA or, if possible and at DEFRA's election, remuneration to perform its obligations within the original timescales.

5. CHANGE CONTROL

5.1 Either party may propose changes to the scope or execution of the Services. If a party wishes to make a change to the Services, it shall provide to the other party a draft order setting out the proposed changes including the effect that those changes will have on:

- (a) the Preservation Services;
- (b) Cranfield's existing charges;
- (c) the timetable of the Services;
- (d) any of the terms of this agreement; and
- (e) the Licensing Services,

(a **Change Order**).

5.2 If the parties:

- (a) agree to a Change Order, they shall sign it and that Change Order shall amend this agreement with effect from the date of signature by both parties, unless otherwise specified in the Change Order; or

- (b) are unable to agree a Change Order, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure set out at clause 27 of this agreement.

5.3 No proposed changes in a Change Order shall come into effect until the Change Order has been signed by both parties.

6. CHARGES AND PAYMENT

6.1 In consideration of the provision of the Services by Cranfield, DEFRA shall coordinate the payment of the Charges as set out in Schedule 2. For the avoidance of doubt, DEFRA shall not be liable for payment for fee-bearing licences granted in accordance with Schedule 3, which shall be due on a case by case basis from the licensees.

6.2 Cranfield shall invoice DEFRA for the Charges, and DEFRA shall pay each invoice submitted to it by Cranfield within 30 days of receipt to a bank account nominated in writing by Cranfield from time to time.

6.3 Without prejudice to any other right or remedy that it may have, if DEFRA fails to pay Cranfield any Charges due under this agreement on the due date, DEFRA shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. DEFRA shall pay the interest together with the overdue amount.

6.4 In the event that DEFRA fails to pay the Charges within 30 days of written notification that the Charges have become overdue, Cranfield may suspend DEFRA's access to and licence of the Data and Materials until payment of the overdue Charges has been made in full.

6.5 All Charges payable to Cranfield under this agreement:

- (a) are exclusive of VAT, and DEFRA shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
- (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTELLECTUAL PROPERTY RIGHTS, LICENCES AND ACCESS TO MATERIALS

7.1 The parties acknowledge that, by virtue of their joint ownership of parts of the Data and the Materials as stipulated in Schedule 1 Annex B, each party requires a licence from the other party to exploit and use the Data and the Materials. In addition, both parties acknowledge that each party and their licensors have made and will continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Data.

7.2 In relation to (i) Intellectual Property Rights in the Data and (ii) Materials, in each case specified as belonging (solely or jointly) to Cranfield in Schedule 1 or Schedule 3:

- (a) Cranfield shall retain ownership of all such Intellectual Property Rights in the Data and the Materials as is specified in Schedule 1 and Schedule 3;
- (b) Cranfield hereby grants to DEFRA for the Term of this agreement a worldwide, non-exclusive, royalty-free, non-transferable licence to use the Data and the Materials including (as appropriate) to copy and modify such Data and the Materials, including the right for DEFRA to license the Data and Materials in accordance with Schedule 3, subject always to DEFRA remaining directly liable to Cranfield for any acts or omissions of any licensee as though such acts or omissions were that of DEFRA and such licences not being for any purposes which conflict with the aims, objectives and purposes of Cranfield;
- (c) Cranfield undertakes to procure that any joint owner whose permission is needed to exploit and use the Data and the Materials in accordance with the terms of the agreement (other than DEFRA or the Crown) grants to DEFRA a worldwide, non-exclusive, royalty-free, non-transferable, licence to use the Data and the Materials, including (as appropriate) to copy and modify such Data and the Materials, for the Term of this agreement, including the right for DEFRA to license the Data and Materials in accordance with Schedule 3; and
- (d) Cranfield undertakes to grant, upon request:
 - (i) to Crown Users a licence to use the Data and the Materials free of charge and in accordance with Schedule 3; and
 - (ii) to DEFRA Associates a licence to use the Data and the Materials for a fee and in accordance with Schedule 3.

7.3 For the avoidance of doubt, Cranfield shall have no financial liability to DEFRA whatsoever in respect of any act or omission of any DEFRA Associate or Crown User which constitutes a breach of, or failure to comply with, the terms of such licence granted by Cranfield under clause 7.2(d), provided that Cranfield uses best endeavours (taking account of what is commercially and reasonably practical) to pursue the DEFRA Associate or Crown User for any such breach or failure to comply.

7.4 In relation to (i) Intellectual Property Rights in the Data and (ii) Materials, in each case specified as belonging (solely or jointly) to the Crown in Schedule 1 or Schedule 3:

- (a) the Crown shall retain ownership of such Intellectual Property Rights in the Data and the Materials as is specified in Schedule 1 and Schedule 3;
- (b) DEFRA grants, and shall procure that (as needed) the Crown grants, to Cranfield a worldwide, non-exclusive, royalty-free, non-transferable licence to use the Data (including copying and modifying the Data) and the Materials

for the Term of this agreement, including to grant licences on the terms set out in Schedule 3:

- (i) to Crown Users and DEFRA Associates (in accordance with clause 7.2(d)); and
 - (ii) to any other third parties, subject always to Cranfield remaining directly liable to DEFRA for any actions or omissions of any such third party licensee (other than Crown Users and DEFRA Associates) as though such acts or omissions were that of Cranfield, and such licences not being for any purposes which conflict with the aims, objectives and purposes of DEFRA; and
- (c) DEFRA undertakes to procure that any joint owner whose permission is needed to exploit and use the Data and the Materials in accordance with the terms of the agreement grants to Cranfield a worldwide, non-exclusive, royalty-free, non-transferable, licence to use the Data and the Materials, including but not limited to (as appropriate) to copy and modify such Data and the Materials, for the Term of this agreement, including the right for Cranfield to license the Data and Materials in accordance with Schedule 3.

7.5 Cranfield:

- (a) warrants that the supply of the Services to DEFRA and its permitted licensees (including the receipt and use of the Cranfield Data) shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall keep DEFRA indemnified against legal liability for all direct costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against, or incurred or paid by, DEFRA as a result of or in connection with:
 - (i) Cranfield's breach of this agreement howsoever arising, or any negligent or wrongful act of Cranfield, its officers, employees, contractors or agents;
 - (ii) any claim (actual or threatened) for infringement of a third party's Intellectual Property Rights, arising out of, or in connection with, the receipt, use or supply of the Services,including arising from authorised use by Cranfield or its licensees (excluding Crown Users and DEFRA Associates) of the Data or the Materials arising from or attributable to an act, default or omission of Cranfield; and
- (c) shall not be in breach of the warranty at clause 12.1 and DEFRA shall have no claim under the indemnity at clause 7.5(b), to the extent the claim arises from:
 - (i) the use of Crown Data in the development of, or the inclusion of Crown Data in any Derived Data;

- (ii) any modification of the Cranfield Data, Material, or Services other than by or on behalf of Cranfield;
- (iii) Cranfield's compliance with the DEFRA's specifications or instructions; or
- (iv) DEFRA's non-compliance with Cranfield's written specifications or instructions, or with laws and regulations.

7.6 DEFRA:

- (a) warrants that the receipt and use of Crown Data in the performance of this agreement by Cranfield, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party;
- (b) shall keep Cranfield indemnified against legal liability for all direct costs, expenses, damages and losses, including interest, fines, legal, and other professional fees and expenses awarded against, or incurred or paid by, Cranfield as a result of or in connection with:
 - (i) DEFRA's breach of this agreement howsoever arising, or any negligent or wrongful act of DEFRA, its agents, subcontractors or consultants;
 - (ii) any claim (actual or threatened) for infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this agreement of Crown Data; including arising from authorised use by DEFRA or its licensees of the Data or the Materials arising from or attributable to an act, default or omission of DEFRA;
- (c) shall have no liability, and Cranfield shall have no claim, under the indemnity at clause 7.6(b), to the extent that infringement arises from:
 - (i) any modification to the Crown Data by or on behalf of Cranfield;
 - (ii) DEFRA's compliance with Cranfield's specification or instructions; or
 - (iii) Cranfield's non-compliance with DEFRA's written specifications or instructions, or with laws and regulations.

7.7 If either party (the **Indemnified Party**) wishes to claim against the other party (the **Indemnifying Party**) under any indemnity provided in this clause 7, the Indemnified Party shall:

- (a) notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 7.5(b) or clause 7.6(b) (as applicable) (**Indemnity Claim**);
- (b) allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the Indemnity Claim, always provided that the

Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld or delayed;

- (c) provide the Indemnifying Party with such reasonable assistance regarding the Indemnity Claim as is required by the Indemnifying Party, subject to reimbursement by the Indemnifying Party of the Indemnified Party's costs so incurred; and
- (d) not, without prior consultation with the Indemnifying Party, make any admission relating to the Indemnity Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any Indemnity diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

8. AUDIT AND REVIEW

8.1 Each party shall keep at its normal place of business properly detailed, accurate and up-to-date records and books of account showing the description and any price of all licences granted by it or with its permission in respect of the Data and Materials (**Records**). Such Records shall:

- (a) be kept separate from any records and books not relating solely to the Data and Materials used or shared pursuant to this agreement;
- (b) show, and enable the other party to verify, the steps taken by the parties to ensure licensees (including sub-licensees) comply with any obligations under the licences (including sub-licences); and
- (c) be open during normal Business Hours to inspection and audit by the other party (or its authorised representative), who shall be entitled to take copies of or extracts from them.

8.2 If such inspection or audit of the Records:

- (a) should show:
 - (i) any unauthorised use of the Data or the Materials by DEFRA or its licensees, or licensing of Data or Materials by DEFRA not authorised by this agreement; or
 - (ii) any unauthorised use of the Data or the Materials by Cranfield or its licensees (excluding Crown Users and DEFRA Associates), or licensing of Data or Materials by Cranfield not authorised by this agreement (except to Crown Users or DEFRA Associates),

the breaching party shall be liable to the other party for direct losses or damages caused by such unauthorised use or licensing (including loss of the licence fee the other party would have been due had it authorised or given permission for the such use or licensing); or

- (b) should reveal a discrepancy in the Charges paid from those payable under this agreement, DEFRA shall immediately make up the shortfall; and

in either event, the breaching or defaulting party shall be liable to pay or reimburse the professional costs and expenses of such inspection or audit.

- 8.3 At any time during the term of this agreement, if requested by one of the parties (and in any case no less than once a quarter), the DEFRA Manager, the Cranfield Manager and the Support Staff shall meet at a DEFRA office location or elsewhere to be specified and at a time to be agreed between the DEFRA Manager and the Cranfield Manager, for the purpose of reviewing and discussing provision of the Services, the level of performance of the Services and any other appropriate matters.
- 8.4 Such audit and inspection rights shall continue for seven years after expiry or termination of this agreement.
- 8.5 Each party shall give all necessary assistance for the conduct of such inspection and audit during the term of this agreement and for a period of seven years after termination of this agreement in accordance with these terms.

9. DATA PROTECTION

- 9.1 In the event that a Party receives personal data as defined by the Data Protection Act 2018 (the **Act**) from the other party, the receiving party warrants that it will comply with the Act and deal with any data in order to complete its obligations under this agreement and for no other purpose.
- 9.2 Each party shall accept full legal liability for any breach of the Act which renders the other party liable for loss, damage, costs and any claims.
- 9.3 In order to fulfil its obligations under the Act each party shall have in place regulations to ensure:
 - (a) full compliance with the Act;
 - (b) specific compliance with the Seventh Data Protection Principle concerning security of personal data; and
 - (c) the reliability and integrity of all employees involved in processing any personal data of the other party.
- 9.4 Each party shall take reasonable steps to ensure that any sub-contractor, consultant, agent or other third party shall comply with this clause 9.
- 9.5 Each party will allow the other party reasonable access to examine the systems and regulations in order to ensure compliance with the provisions of the Act.

10. ANTI-CORRUPTION AND MODERN SLAVERY

10.1 Neither party will directly or indirectly either in private business dealings or in dealings with the public sector offer give or agree to offer or give (either itself or in agreement with others) any payment, gift or other advantage with respect to any matters which are the subject of this agreement and which:

- (a) is intended to or does influence or reward any person for acting in breach of an expectation of good faith impartiality or trust, or which it would otherwise be improper for the recipient to accept;
- (b) is made to or for a public official with the intention of influencing them and obtaining or retaining an advantage in the conduct of business; or
- (c) a reasonable person would otherwise consider to be unethical, illegal or improper,

(in this clause 10, a **Corrupt Act**).

10.2 Each of the parties warrants that:

- (a) it has not engaged in any Corrupt Act prior to the date of this agreement; and
- (b) to the best of its knowledge and belief, it has not at any time:
 - (i) been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);
 - (ii) admitted to having engaged in any Corrupt Act (or similar conduct); or
 - (iii) been investigated or been suspected in any jurisdiction of having engaged in any Corrupt Act (or similar conduct).

10.3 The parties further agree:

- (a) to provide any information to the other party as may reasonably require by notice in writing in order to monitor the compliance with its obligations under clause 10; and
- (b) to notify the other party in writing as soon as practicable if, at any time, it becomes aware of a breach of clause 10 or that any of the warranties set out at clause 10.2 are no longer correct.

10.4 Each party agrees that it shall, and that it shall procure that its personnel shall:

- (a) comply with all applicable law relating to slavery and human trafficking including the Modern Slavery Act 2015 (Anti-Slavery Requirements);
- (b) not take or knowingly permit any action to be taken that would or might cause or lead a party to be in violation of any Anti-Slavery Requirements;

- (c) at the other party's reasonable request and cost, provide any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.

11. CONFIDENTIALITY

11.1 Each party shall, during the term of this agreement and thereafter for a period of five years after expiry or termination of this agreement:

- (a) keep confidential;
- (b) not disclose to any third party; and
- (c) not use for its own purposes, other than implementation of this agreement, nor without the prior written consent of the other party,

the other party's Confidential Information (including trade secrets and information of commercial value), including that concerning the business, affairs, clients or suppliers of the other party, subject to clause 11.2, except as permitted by clause 11.3. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of the other party's Confidential Information.

11.2 The obligations at clause 11.1 do not apply in relation to Confidential Information which:

- (a) is public knowledge or already known to the receiving party at the time of disclosure;
- (b) subsequently becomes public knowledge other than by breach of this agreement;
- (c) subsequently comes lawfully into the possession of the receiving party from a third party who owes no obligation of confidentiality to the disclosing party; or
- (d) is independently developed by an employee or other member of personnel of the receiving party to whom no disclosure of any such Confidential Information has been made.

11.3 Each party may disclose the other party's Confidential Information:

- (a) to its Representatives who need to know such information, including for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement, provided that such party shall ensure that its Representatives to whom it discloses the other party's Confidential Information comply with this clause 11. For the avoidance of doubt a breach by a Representative of a party shall be treated as though the breach were by the party themselves; or
- (b) as may be required by law, a court of competent jurisdiction or any legal, governmental or regulatory authority.

12. WARRANTIES

- 12.1 Cranfield warrants that it will use its best endeavours (taking account of what is commercially and reasonably practical) to supply the Data and Materials as specified in this agreement promptly.
- 12.2 Except as expressly stated in this agreement, all warranties, conditions and terms, whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.
- 12.3 Without limiting the effect of clause 12.1, Cranfield does not warrant that:
- (a) the supply of the Data will be free from interruption;
 - (b) the Data will run on DEFRA System, or any system operated by any Crown User, any DEFRA Associate or any third party to whom DEFRA grants a licence;
 - (c) the Data is accurate, complete, reliable, secure, useful, fit for and specific purpose; or
 - (d) the Data has been tested for use by DEFRA or any third party or that the Data will be suitable for or be capable of being used by DEFRA or any third party.

13. LIMITATION OF LIABILITY

- 13.1 Nothing in this agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.
- 13.2 Subject to clause 13.1:
- (a) neither party shall be liable to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for any indirect or consequential loss including (non-exhaustively) loss of profits, loss of sales or business, loss of or damage to goodwill; and
 - (b) each party's total liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to two million Sterling (£2m) in the aggregate across the Term.

14. TERMINATION

14.1 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) the other party fails to remedy that breach within a period of 45 days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors, other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (e) the other party applies to court for, or obtains, a moratorium on payment of its debts, such as under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party, other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (h) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 30 days;

- (j) an event occurs, or proceeding is taken, with respect to the other party that has an equivalent or similar effect to any of the events mentioned in clause 14.1(c) to clause 14.1(i);
- (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (l) the other party's financial or operational position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

14.2 For the purposes of clause 14.1(a) **material breach** means a breach (including an anticipatory breach) that:

- (a) is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
 - (i) a substantial portion of this agreement; or
 - (ii) any of the obligations set out in clauses 7.2(c), 7.2(d) and 7.4(c), 8.1, 8.5, 9, 10 and 11.1 and 11.3(a); or
- (b) impacts the benefit of the terminating party under any other clause for a 90-day period during the Term.

In deciding whether any breach is a material breach no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

14.3 [Withheld- section 41 and 43]

15. [Withheld- section 41 and 43]

15.1 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

15.2 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

(c) [Withheld- section 41 and 43]

15.3 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(i) [Withheld- section 41 and 43]

(ii) [Withheld- section 41 and 43]

(A) [Withheld- section 41 and 43]

(B) [Withheld- section 41 and 43]

(C) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

(c) [Withheld- section 41 and 43]

15.4 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

(c) [Withheld- section 41 and 43]

(i) [Withheld- section 41 and 43]

(A) [Withheld- section 41 and 43]

(B) [Withheld- section 41 and 43]

(ii) [Withheld- section 41 and 43]

(d) [Withheld- section 41 and 43]

15.5 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(i) [Withheld- section 41 and 43]

(ii) [Withheld- section 41 and 43]

(iii) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

(i) [Withheld- section 41 and 43]

(ii) [Withheld- section 41 and 43]

(A) [Withheld- section 41 and 43]

(B) [Withheld- section 41 and 43]

(C) [Withheld- section 41 and 43]

15.6 [Withheld- section 41 and 43]

(a) [Withheld- section 41 and 43]

(b) [Withheld- section 41 and 43]

15.7 [Withheld- section 41 and 43]

15.8 [Withheld- section 41 and 43]

16. FORCE MAJEURE

16.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond the impacted party's reasonable control (**Force Majeure Event**).

16.2 The impacted party shall use all reasonable endeavours to mitigate the effect of any Force Majeure Event on the performance of its obligations.

16.3 If a Force Majeure Event prevents, hinders or delays the impacted party's performance of its obligations for a continuous period of more than 90 days, either party may terminate this agreement immediately by giving 30 Business Days written notice to the other party.

17. ASSIGNMENT AND OTHER DEALINGS

17.1 This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the express written permission of the other party signed by an authorised signatory of the other party.

18. VARIATION

18.1 Subject to clause 5, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. WAIVER

19.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

19.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20. RIGHTS AND REMEDIES

20.1 The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

21. SEVERANCE

21.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 21 shall not affect the validity and enforceability of the rest of this agreement.

22. ENTIRE AGREEMENT

22.1 This agreement together with its Schedules, along with the agreements references in Schedule 1 Part A insofar as they relate to ownership of the Data and Materials, and the rights transferred and granted in the documents listed in Schedule 1 Part A constitute the entire agreement between the parties and supersedes all promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

23. CONFLICT

23.1 If there is an inconsistency between any of the provisions of this agreement and the provisions of the Schedules, the provisions of this agreement shall prevail.

24. NO PARTNERSHIP OR AGENCY

24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. THIRD PARTY RIGHTS

25.1 No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

26. NOTICES

26.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by e-mail to the address of the party's representative below:

(i) **Cranfield:** ^[Withheld- section 40] Kent House, Building
31 Cranfield University, Cranfield, Beds. MK43 0AL

^[Withheld- section 40]@cranfield.ac.uk

(ii) **DEFRA:** to Secretary of State for Environment Food and Rural Affairs
of Nobel House, 17 Smith Square, London SW1P Attention: ^[Withheld- section 40]

^[Withheld- section 40] @defra.gov.uk

26.2 Any notice or communication shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 11.00 am on the Business Day after posting or at the time recorded by the delivery service.
- (c) if sent by email, at 11.00 am on the next Business Day after transmission.

26.3 This clause 26 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

27.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause 27:

- (a) the complaining party shall give to the other party written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents;
- (b) within 30 days of service of the Dispute Notice, the Category lead-ICT of DEFRA and Head of the School of Water Energy and Environment at Cranfield shall meet (in person or virtually) to attempt in good faith to resolve the Dispute;

- (c) if the Category lead-ICT of DEFRA and Head of the School of Water Energy and Environment at Cranfield are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Deputy Head of Procurement of DEFRA and the Vice Chancellor of Cranfield who shall attempt in good faith to resolve the Dispute within 30 days of it being referred to them; and
- (d) if the Deputy Head of Procurement of DEFRA and Vice Chancellor of Cranfield are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR Notice**) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The parties will endeavour to procure that the mediation will start not later than 45 days after the service of the ADR notice.

27.2 The parties must attend the mediation as set out in clause 27.1 before commencing any court proceedings in relation to any specific Dispute. The commencement of mediation shall not prevent the parties continuing necessary steps in ongoing court proceedings in relation to any other Dispute.

27.3 If a Dispute is not resolved within 60 days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 45 days under clause 27.1(d), or the mediation terminates before the expiration of the said period of 45 days under clause 27.1(d), the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29.

28. GOVERNING LAW AND JURISDICTION

28.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of shall be governed by and construed in accordance with the law of England and Wales and each party 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 agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

Signature

Supplier_Signature

[Withheld- section 40]

[Withheld- section 40]

~~Date Signed:~~ 9th October 2023

Full Name: [Withheld- section 40]

Job Title/Role: [Withheld- section 40]

Date Signed: 10/10/2023

Schedule 1 – Annex A. Summary of LandIS Ownership

Background:

Heads of Agreement 24th April 1987 covers transfer from MAFF/AFRC/LAT to Cranfield.

Covers transfer of staff, physical assets and database, IPR issues were left out of this agreement but covered later by the “Deed of Assignment” and the “LandIS Agreement” below.

“Deed of Assignment” from Lawes Agricultural Trust to Cranfield – 31st July 1993

“All records, charts, maps, diagrams, tables, computer software, books, data and all other documents and materials in which copyright may subsist relating to the work of and having been created by or for the Soil Survey of England and Wales and to the Soil Survey and Land Research centre prior to transfer of such assets from the Assignor to the Assignee on July 1987.”

This Deed transferred Cranfield IPR rights on all the original SSEW materials in the soil archive.

LandIS Agreement 3rd Sept 1999

Specifically covers only the computerised soil and related databases. Defines:

“Pre-1987 rights”

Description: those datasets which were collected before 1987 and digitally captured before 1999.

Ownership: The IPR is owned by Cranfield. Crown users are granted rights to use for non-commercial purposes for specific uses for the cost of P&A only.

Datasets included: 5km agro-climatic datasets as used in the ALC system; Auger bores collected during the national map programme; 1:25k Coventry map (100m raster), 100m, 1k, 5k National soil map; Representative profiles and analysis (only ~3000 profiles from paper records) including hydraulic data; 5km altitude data; tables for suitability modelling of grass and other crops; brief profile descriptions and series classification tables; tables for calculating available water (AP); Standardised series property and horizon data; Original NSI sampling data and analyses.

“MAFF-Rights”

Description: those datasets captured between 1987 and 1999 commissioned by MAFF:

Ownership: The IPR is owned by the Crown. Cranfield University granted rights to use this data and sub-licence. CU needs to keep records of licences taken out on MAFF rights data

Datasets included: Auger bores surveyed for specific MAFF projects distinguishable in the database from Augers collected for other clients during this time (~31000); Further analyses on original NSI samples – textures and additional elements; T200 climate stations and temperature data.

LandIS Addendum – 1st April 2003

“New Map Rights”

Description: rights to data captured from 1999 to 2003, specifically the re-digitisation of the National Soil Map as a vector dataset

Ownership: The IPR is owned by Cranfield. Crown users are granted rights to use for non-commercial purposes for specific uses for the cost of P&A only.

Datasets included:

NATMAP vector; updated series classification and new 1k, 5k summaries with extension into urban areas.

Schedule 1 – Annex B. Ownership of Intellectual Property Rights in Data and Materials



Schedule 1 Landis
Licence 061117.pdf

Materials and Datasets

List of Materials and Datasets pertaining to LandIS, with IPR ownership identified in square parenthesis [].

Physical materials such as soil samples, publications and paper products are identified as MATERIALS.

Key to Owners:

- Crown – data originating from the Soil Survey of England and Wales (SSEW) pre 1987 or paid for by subsequent Defra projects.
- CU – Cranfield University, including data originating from SSEW pre 1987.
- MO – Meteorological Office
- ADAS – Agricultural Development and Advisory Service
- CEH – Centre for Ecology and Hydrology
- JHI – James Hutton Institute

1. The National Soil Map

- 1.1. MATERIALS - Published over 6 sheets each with an accompanying bulletin [Crown + CU].
- 1.2. NATMAPvector is the re-digitised version including expansion of soil polygons into previously unsurveyed/urban areas [CU].
- 1.3. NATMAP1000, NATMAP2000, NATMAP5000 – gridded summaries of NATMAPvector [CU]
- 1.4. National Soil Map Legend and Associations [Crown + CU]
- 1.5. Soilscales – reclassification of the National Soil Map [Crown + CU]

2. The National Soil Inventory

~6000 sites on a 5km grid.

- 2.1. Field record cards (all digitised) – Site and Profile data [Crown + CU]
- 2.2. Laboratory Analysis – Original analyses (Total P, K, Mg, Al, Ba, Ca, Fe, Na, Sr, Cd, Cr, Cu, Pb, Ni, Zn, Organic Carbon) [Crown + CU]
- 2.3. Laboratory Analysis – Original analyses (Extractable Cd, Co, Cu, Pb, Ni, Zn, Mn) [Crown + CU]
- 2.4. Laboratory Analysis – Original analyses (Extractable P, Mg, K, soil pH) [Crown]
- 2.5. Laboratory Analysis – Additional Elements (As, Hg, Se, V, F) [Crown + CU]
- 2.6. Laboratory Analysis – Texture [Crown + CU]
- 2.7. Resurvey of selected sites (1997- 2003) + analyses [CU]
- 2.8. Magnetic analyses [CU performed by Coventry University]
- 2.9. MATERIALS - Physical Soil Samples (topsoil only) [Crown + CU]

3. Soil Classification

- 3.1. Soil series Definition (TM 14/17) [Crown + CU]
- 3.2. Soil series hydrological and agronomic properties [Crown + CU]
- 3.3. Soil series HOST [CU, CEH and JHI]
- 3.4. Standardised soil series fundamental and hydraulic properties (HORIZON) [Crown + CU]
- 3.5. Soil series risk properties (pesticide, shrink/swell, Nitrogen) [CU]
- 3.6. World Reference Base classification [CU]

4. Agroclimatic Data

- 4.1. 5km Climatology data for Agricultural Land Classification [Crown + CU + MO]
- 4.2. 1 km and 5 km agroclimatic data (Rain, FC, MD) [Crown + CU + MO]
- 4.3. Field Capacity Zone map (vectorised from 1km gridded data) [CU]
- 4.4. 5km UKCP09 climate data [Crown + ADAS + MO, created for SP1104 held by CU]
- 4.5. T200 Climate Station and Temperature data [Crown]

5. Soil Profiles

- 5.1. MATERIALS - Physical soil samples from soilpits [Crown + CU]
- 5.2. MATERIALS – Profile descriptions (paper based) [Crown + CU]
- 5.3. Laboratory Analysis (texture, organic carbon, pH plus others) [Crown + CU]

- 5.4. Analyses of Hydrological properties [Crown + CU]

- 6. Auger bores and field records
 - 6.1. MATERIALS - Auger bore cards (not all digitised) [Crown + CU]
 - 6.2. Digitised auger bore records [Crown + CU]
 - 6.3. Digitised auger bore records collected for specific MAFF projects (including Lowland Peat Survey) [Crown]
 - 6.4. MATERIALS - Older record formats and field notebooks (paper based) [Crown + CU]

- 7. Soil Publications (Monographs, Bulletins and Records)
 - 7.1. MATERIALS - Store of books for sale, Bulletins, Monographs and Records [CU]
 - 7.2. Scanned copies of selected technical monographs [CU]
 - 7.3. E-books [CU]

- 8. Regional Soil Mapping
 - 8.1. MATERIALS - Store of published maps in folded and flat format [CU]
 - 8.2. Scanned and digitised copies of detailed map sheets (still requiring some validation) [CU]

- 9. Farm Surveys
 - 9.1. MATERIALS - Unpublished farm and local area reports [CU]
 - 9.2. Scanned farm maps [CU]

- 10. Interpreted maps
 - 10.1. Topsoil and Subsoil Texture (based on NATMAPvector and HORIZONfundamentals) [Crown + CU]
 - 10.2. Carbon Stock (based on NATMAPvector and HORIZONfundamentals) [Crown + CU]
 - 10.3. Available Water (based on NATMAPvector and SOILSERIESagronomy) [Crown + CU]
 - 10.4. Wetness class (based on NATMAPvector and Field Capacity Zone map) [Crown + CU]
 - 10.5. World Reference Base (reclassification of NATMAPvector) [CU]
 - 10.6. NATMAPhost (based on NATMAPvector and SOILSERIEShydrology) [CU]

Schedule 2 – Preservation Services

1 Interpretation

- 1.1 For the avoidance of doubt, the definitions and rules of interpretation contained in this Agreement shall apply equally to this Schedule 2.

2 Not used

3 The Preservation Services

- 3.1 In consideration of the Preservation Charges payable by DEFRA to Cranfield, Cranfield shall supply, the following Preservation Services:

- (a) the Operational Service;
- (b) the Maintenance Service; and
- (c) the Updating Service.

- 3.2 In relation to the Operational Service:

- (a) the Standard Operational Service shall be provided during the Support Hours and shall include:
 - (i) a telephone help desk to provide first-line technical support to users of the Data and Material; and
 - (ii) remote diagnosis and, where possible, correction of faults using the Data,

and such services described in Annex A (part 2) to this Schedule 2;

- (b) it shall also include providing research and consultancy services in relation to both the Data and Materials, and providing access in respect of Materials;
- (c) DEFRA may from time to time request Cranfield to supply additional Operational Services for the Preservation Charges specified in Annex B to this Schedule 2 and Cranfield shall use its reasonable endeavours to comply with DEFRA's request, but DEFRA acknowledges that Cranfield's ability to supply such Operational Services shall depend on the availability of appropriate resources at the time in question; and
- (d) where Cranfield agrees to provide additional Operational Services, such agreement shall be embodied in an order for Operational Services, such orders being made under, and incorporating, the terms of this agreement.

- 3.3 In relation to the Maintenance Service:

- (a) the Maintenance Service shall be provided during the Support Hours and shall include the services described in Annex A (part 1) to this Schedule 2; and
 - (a) if DEFRA requests of Cranfield additional Maintenance Services, such may be provided by Cranfield at its option at the rates set out in Annex B (part 2) to this Schedule 2.
- 3.4 In relation to the Updating Service (the cost for which, for the avoidance of doubt, is included in the Preservation Charges payable for the Standard Operational Service, but excludes any sum payable by DEFRA for licence of a New Version), Cranfield shall:
 - (a) from time to time make Maintenance Releases available to DEFRA without charge; and
 - (b) issue Modifications of the Data as and when required by way of a local fix or patch of the Data or a temporary by-pass solution; and
 - (c) supply to DEFRA of all revisions to the Documentation which are necessary in order to reflect any Modification acquired by DEFRA.
- 3.5 In relation to the Maintenance Service or Updating Service, if:
 - (a) a Critical Fault is discovered by either party then that party must inform the other party as soon as practicable;
 - (b) where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release within a reasonable period of time (in each case which shall be no longer than 5 Business Days), then Cranfield may decline to provide assistance in respect of that Non-Critical Fault before the proposed timescales for release of such Maintenance Release;
 - (c) DEFRA fails to acquire or make arrangements for the installation of a Maintenance Release within 5 Business Days of Cranfield notifying DEFRA that such Maintenance Release is available for installation, Cranfield shall accept no liability for any loss occasions by DEFRA's failure.
- 3.6 Cranfield may, on prior notice to DEFRA, make changes to the Preservation Services, provided such changes do not have any material adverse effect on DEFRA, Crown Users or DEFRA Associates or any of their business operations.
- 3.7 Cranfield shall have no obligation to provide the Updating Services to correct a fault in the Data where such fault has arisen from:
 - (a) DEFRA's misuse, incorrect use of or damage to the Data from whatever cause (other than failure or fluctuation of electrical power);
 - (b) DEFRA's failure to maintain the necessary environmental conditions for use of the Data;

- (c) DEFRA's use of the Data in combination with any equipment or Data not provided by Cranfield or not designated by Cranfield for use with any Modification of the Data, or any fault in any equipment or software;
- (d) relocation or installation of the Data by any person other than Cranfield or a person acting under Cranfield's instructions;
- (e) any breach of DEFRA's obligations under this agreement howsoever arising;
- (f) DEFRA's having the Data maintained by a third party; or
- (g) any Modification not authorised or approved by Cranfield resulting in a departure from any agreed specification;
- (h) DEFRA's operational error.

3.8 Should DEFRA request Cranfield's assistance to correct a fault arising from any circumstance in paragraph 3.6, DEFRA shall pay such costs and reasonable expenses agreed with Cranfield for correcting such fault.

4. Charges

- 4.1 In accordance with clause 6 of this agreement, DEFRA shall pay the Charges set out in Annex B.
- 4.2 Charges for any New Version or Operational Services to DEFRA shall be determined in writing before performance or supply by Cranfield, and shall be charged and invoiced to DEFRA by Cranfield following acceptance by Cranfield of DEFRA's written order for such New Version or such Operational Service (as the case may be).
- 4.3 DEFRA shall pay all costs (at Cranfield's then prevailing rates) and reasonable expenses incurred by Cranfield for work carried out by Cranfield in connection with any fault which is not covered by this agreement.

Schedule 2 – ANNEX A. Detail of Preservation Services

Part 1 Maintenance Services

1. Storage of the LandIS Materials in a secure, easily accessible repository.
2. Development of LandIS in ways that meets the needs of current and future user communities.
3. Maintenance of the LandIS database such that it is operational and accessible. Maintenance will include hardware and software upgrades, backup and system security, metadata and system documentation, employment of adequately trained and experienced systems administration staff.
4. Maintenance of LandIS records, user manuals, metadata and technical descriptions

Part 2 Standard Operational Services

1. Incorporate and archive any new, related material into LandIS.
2. Curate and where necessary repair any existing material in LandIS.
3. Digital capture and conversion of physical material in LandIS to a useable digital format.
4. Translate historical material to contemporary standards to ensure its current usefulness and future utility.
5. Provision of information, advice, support and data supply service, such as;
 - a) Data provision to Crown Users under the various licence agreements as described in Schedule 3.
 - b) Web services made available utilising WMS/WFS where appropriate.
 - c) Support of spatial web-based tools for selecting and extracting data for areas of interest.
 - d) Data provision to third parties under licences described in Schedule 3.
 - e) Educational Information provided freely on the LandIS website, for example the Soils Guide which gives a comprehensive description of all soil series and soil associations.
 - f) Free access to selected personalised soil reports via the Soil Site Reporter (login with institutional email).
 - g) Maintain and develop a LandIS user group aimed at actively promoting the use of the data and materials in LandIS

Schedule 2 – ANNEX B. Current Preservation Charges for Preservation Services

£202,381 per annum

Cost Breakdown	Per Annum
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]

Detailed Breakdown as follows:

Cost Breakdown	Per Annum
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	

[Withheld- section 43]	
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	
[Withheld- section 43]	
[Withheld- section 43]	[Withheld- section 43]
[Withheld- section 43]	

[Withheld- section 43]

Schedule 3 – Licensing to third parties (Ownership of Intellectual Property Rights, required terms, categories of licences, and applicable fee guidelines)

Eligibility / Applicability

1. This Schedule 3 shall apply:
 - 1.1. to licences granted by Cranfield:
 - 1.1.1. to Crown Users (irrespective of the ownership of the Intellectual Property Rights in the Data);
 - 1.1.2. to DEFRA Associates (irrespective of the ownership of the Intellectual Property Rights in the Data);
 - 1.1.3. in respect of Raw Data (irrespective of the ownership of Intellectual Property Rights therein and irrespective of the licensee);
 - 1.1.4. in respect of Data owned jointly by Cranfield and the Crown (irrespective of the licensee); and
 - 1.1.5. in respect of Data owned by the Crown (irrespective of the licensee);
 - 1.2. to licences granted by DEFRA to its contractors and sub-contractors:
 - 1.2.1. in respect of Data owned jointly by Cranfield and the Crown; and
 - 1.2.2. in respect of Data owned by Cranfield; and
 - 1.2.3. in respect of Raw Data (irrespective or the ownership of Intellectual Property Rights therein); and
 - 1.3. to all sub-licences granted (where the original licences fall within 1.1 or 1.2):
 - 1.3.1. by licensees of Cranfield and DEFRA; and
 - 1.3.2. by any sub-licensees of such licensees,
where sub-licensing is permitted by the terms of their licence or sub-licence (as relevant),
(collectively, the **Third Party Licences**).
2. Except where the licensee is a Crown User or DEFRA Associate (as per paragraph 1.1.1 and 1.1.2) or any sub-licensee thereof (as per paragraph 1.3), Cranfield shall have sole discretion as to the terms of any licences granted (and terms for sub-licences permitted thereunder) in respect of Manipulated Data and Derived Data owned solely by Cranfield. For the avoidance of doubt, these exceptions in clause 2 shall fall outside the scope of Third Party Licences.

Ownership of Intellectual Property Rights

3. In respect of any Third Party Licences granted by either Cranfield or DEFRA, each of the parties agrees that:

- 3.1. no such licence may alter the position regarding the ownership of Raw Data as stipulated in Schedule 1 of this agreement;
- 3.2. all such licences granted to third parties by either Cranfield or DEFRA:
 - 3.2.1. shall provide that all Intellectual Property Rights in Manipulated Data vest in the entity which owns the Intellectual Property Rights in the Raw Data from which such Manipulated Data has been created; and
 - 3.2.2. subject to paragraph 4 of this Schedule 3, shall provide that all Intellectual Property Rights in Derived Data vest in the entity which owns the Intellectual Property Rights in the Raw Data and/or Manipulated Data from which such Derived Data has been created, and

shall include provisions to ensure that the licensee shall execute such documents, or perform such acts, as are required to vest the Intellectual Property Rights in such Derived Data with the correct entity.
4. Where a third party requests from Cranfield or DEFRA that such third party wishes to own the Intellectual Property Rights in some or all of the Derived Data, Cranfield or DEFRA (as relevant) shall consult with the other party to determine whether it is necessary or appropriate to grant an assignment of ownership of the Intellectual Property Rights in such Derived Data.
5. In respect of any Third Party Licences granted as sub-licences by licensees with the permission of either Cranfield or DEFRA, each party agrees that it shall only permit sub-licensing in line with the following terms:
 - 5.1. no such sub-licence may alter the position regarding the ownership of Raw Data as stipulated in Schedule 1 of this agreement;
 - 5.2. all such sub-licences granted by licensees with the permission of either Cranfield or DEFRA shall provide that all Intellectual Property Rights:
 - 5.2.1. in Manipulated Data vest in the entity which owns the Intellectual Property Rights in the Raw Data from which such Manipulated Data has been created; and
 - 5.2.2. in Derived Data vest in the entity which owns the Intellectual Property Rights in the Raw Data and/or Manipulated Data from which such Derived Data has been created, and

shall include provisions to ensure that the sub-licensee shall execute such documents, or perform such acts, as are required to vest the Intellectual Property Rights in such Manipulated Data and/or Derived Data with the correct entity.
6. For the avoidance of doubt, in connection with paragraphs 3.2 and 5.2 above, if the Intellectual Property Rights in the Raw Data and/or Manipulated Data from which Manipulated Data and/or Derived Data is created is jointly owned by Cranfield and the

Crown, the Intellectual Property Rights in the resulting Manipulated Data and/or Derived Data shall be jointly owned by Cranfield and the Crown.

Required terms

7. Each of Cranfield and DEFRA agrees that, in respect of all Third Party Licences, the following terms shall be included:
 - 7.1. where not perpetual and irrevocable in accordance with Table A or Table B, the licence or sub-licence (as relevant) is capable of termination by the licensor (in a licence granted by Cranfield of DEFRA) or sub-licensor (in a licence granted by third parties with permission) for convenience on no more than three months' notice;
 - 7.2. as a consequence of expiry or termination of the licence or sub-licence (as relevant), the licensee (in a licence granted by Cranfield of DEFRA) or sub-licensee (in a licence granted by third parties with permission) shall cease use of the Data (a separate licence or sub-licence must be agreed for continued use of any Derived Data in accordance with Table B in this Schedule 3);
 - 7.3. the licensee (in a licence granted by Cranfield of DEFRA) or sub-licensee (in a licence granted by third parties with permission) shall, during the term of the licence or sub-licence and for a period of ten years after expiry or termination:
 - 7.3.1. keep confidential;
 - 7.3.2. not disclose to any third party; and
 - 7.3.3. not use for its own purposes,

any confidential information belonging to the licensor (in a licence granted by Cranfield or DEFRA) or to the licensor or sub-licensor (in a licence granted by third parties with permission), such definition of confidential information and carve-outs therefrom following the position adopted in this agreement; and
 - 7.4. Cranfield has final discretion to determine the qualification of Data in the categories of Manipulated Data and Derived Data in accordance with paragraph 13 of this Schedule 3.
8. Each of Cranfield and DEFRA agrees that, in respect of all Third Party Licences, terms dealing with the following matters shall be included:
 - 8.1. permitted uses of the Data, including specific uses for each category of Data (Raw Data, Manipulated Data and Derived Data), the minimum terms for which are in accordance with Tables A and B in this Schedule 3;
 - 8.2. what (if any) any charges or fees are payable for the grant of the licence or sub-licence, in line with Tables A and B in this Schedule 3 and paragraphs 14 and 15 of this Schedule 3;

- 8.3. the licensor's or sub-licensor's rights to audit the licensee's or sub-licensee's use and storage of the Data and general compliance with the terms of the licence or sub-licence;
- 8.4. compliance with applicable data protection laws, and anti-corruption and modern slavery requirements, in line with the obligations in clauses 9 and 10 of this agreement;
- 8.5. maintenance of confidentiality, including any obligations on limiting access to confidential information or Data, and any restrictions on copying, reproducing, modifying, exploiting, distributing, storing, decompiling, reverse-engineering or reutilising any confidential information or Data;
- 8.6. return and/or destruction by licensee or sub-licensee of Data copies and confidential information after expiry or termination of licence or sub-licence; and
- 8.7. any conditions stipulated for use of the Data, including attribution and requirements for onward licensing, the minimum terms for which are in accordance with Tables A and B in this Schedule 3.

Categories of licences to third parties

9. Subject to the provisions of this agreement, licences to use and access the Raw Data, Manipulated Data and/or the Derived Data:
 - 9.1. subject to paragraph 10 of this Schedule 3, may be granted to third parties by Cranfield and DEFRA; and
 - 9.2. as indicated in Tables A and B in this Schedule 3, may be permitted to be granted by certain types of sub-licensees of Cranfield and DEFRA,in line with Tables A and B in this Schedule 3.
10. Each of Cranfield and DEFRA agrees that:
 - 10.1. Tables A and B represent standard terms for each category of licensing, and that each of Cranfield or DEFRA as licensor has discretion to modify the terms of specific licences, but that substantial modifications from such terms (including the right to grant sub-licences and the right to public dissemination/publication where not permitted in accordance with Tables A and B in this Schedule 3) shall be done only in consultation with the other party; and
 - 10.2. where modifications are agreed, and if sub-licensing by the third party is permitted, each party shall monitor and audit any sub-licences granted by its licensees to ensure that sub-licence has no more generous terms than as permitted under the licence granted by either Cranfield or DEFRA.

11. Initial licensing of Raw Data, Manipulated Data and Derived Data shall be divided into six categories (as set out in Table A in this Schedule 3):

- 11.1. Category A – Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by Cranfield to a non-commercial entity (e.g. a research institution, charity or non-governmental organisation with primary non-for-profit function) for non-commercial purposes
- 11.2. Category B – Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by Cranfield to commercial entities for evaluative or research purposes
- 11.3. Category C - Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by Cranfield to commercial entities for commercial purposes
- 11.4. Category D – Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by Cranfield to Crown Users to support achievement of Crown User's statutory function
- 11.5. Category E – Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by Cranfield to DEFRA Associates
- 11.6. Category F – Licences to access and use Raw Data, Manipulated Data and/or Derived Data granted by DEFRA to sub-contractors of DEFRA who are supporting statutory functions

12. Onward licensing of Manipulated Data and Derived Data (not Raw Data) shall be divided into six categories (as set out in Table B in this Schedule 3):

- 12.1. Category 1A – Licences to use Manipulated Data and/or Derived Data created by Cranfield for non-commercial purposes
- 12.2. Category 1B – Licences to use Manipulated Data and/or Derived Data created by Cranfield for commercial purposes
- 12.3. Category 2A – Licences to use Manipulated Data and/or Derived Data in which Cranfield or DEFRA has a substantial interest (including where Cranfield has contributed to its creation or where the output is closely related to Raw Data) for non-commercial purposes
- 12.4. Category 2B – Licences to use Manipulated Data and/or Derived Data in which Cranfield or DEFRA has a substantial interest (including where Cranfield has contributed to its creation or where the output is closely related to Raw Data) for commercial purposes
- 12.5. Category 3 – Licences to use Derived Data only (not Manipulated Data) in which Cranfield or DEFRA has a residual interest which is not substantial (including a

lesser contribution to its creation or it is less closely related to Raw Data) for non-commercial purposes

- 12.6. Category 4 – Licences to use Derived Data only (not Manipulated Data) in which neither Cranfield nor DEFRA has any substantial residual interest or any remaining interest has been satisfactorily covered for non-commercial or commercial purposes

13. Each party agrees that Cranfield shall:

- 13.1. make the final decision as to whether Data created by any licensee or sub-licensee is classified as Manipulated Data or Derived Data on a case-by-case basis;
- 13.2. act in consultation with DEFRA where the licensee or sub-licensee is a Crown User, DEFRA Associate or sub-licensee of DEFRA; and
- 13.3. make prompt recommendations to the licensee or sub-licensee if such party wants to achieve a change in decision on the categorisation of Data. and in turn shall decide upon the categorization as set out below.

Applicable fee guidelines

14. The fee payable by each DEFRA Associate for a licence of the Raw Data, Manipulated Data and Derived Data (for all products) shall be ^[Withheld-section 43] per annum.
15. In determining any other royalties or charges payable by third parties for initial licensing or onward licensing, Cranfield shall take account of the following guidelines:
 - 15.1. substantiality of interest retained by Cranfield or DEFRA in the licensed Data;
 - 15.2. extent and scope of permitted uses of licensed Data;
 - 15.3. length of the licence term;
 - 15.4. number of users; and
 - 15.5. geographical extent of permitted use.

**Schedule 3 – Table A. Guidelines for Initial Licensing to third parties
(access to Raw Data, and Manipulated Data and Derived Data (unless or until onward licence agreed))**

	Category A (prev. part of 1) – Non-commercial entity (e.g. research institution, charity)	Category B (prev. part of 1) – Commercial entity (evaluation only, no commercial gain)	Category C (prev. part of 1) – Commercial entity (commercial activity)	Category D (prev. part of 1) – Crown Users	Category E (prev. part of 1) – DEFRA Associates	Category F (prev. part of 5) – Defra (sub-)contractors
Description	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)	Raw Data (LandIS) Manipulated Data / Derived Data (unless and until onward licence granted)
Granted by?	Cranfield	Cranfield	Cranfield	Cranfield	Cranfield	Defra
Commercial?	No – research only	No – evaluation only	Yes	No (Crown User)	No (DEFRA Associate)	Supporting achievement of Licensee's statutory functions (may be a paid for service by Defra)
Types of use?	"Use" for internal purposes by licensee's direct employees Access, view and Manipulate Data and create Manipulated Data and/or Derived Data Store Data Make necessary back-up copies of Data	"Use" for internal purposes by licensee's direct employees Access, view and Manipulate Data and create Manipulated Data and/or Derived Data Store Data Make necessary back-up copies of Data	"Use" for internal purposes by licensee's direct employees Access, view and Manipulate Data and create Manipulated Data and/or Derived Data Store Data Make necessary back-up copies of Data	"Use" for internal purposes by Crown User direct employees Access, view and Manipulate Data and create Manipulated Data and/or Derived Data Store Data Make necessary back-up copies of Data	"Use" for internal purposes by DEFRA Associate direct employees Access, view and Manipulate Data and create Manipulated Data and/or Derived Data Store Data Make necessary back-up copies of Data	Use, copy, extract, adapt, translate, arrange or alter licensed Data (and Derived Data) (Under restrictions) Make licensed data available to view (Under restrictions – must have a direct contract with Defra) Supply copy of licensed Data to contractors/co-deliverers
Purpose?	Specific/defined (non-commercial) purpose only – e.g. research	Specific/defined purpose only – e.g. evaluation only	Specific/defined purpose only – e.g. commercial activity (not onward exploitation)	Any which support achievement of Crown Users statutory functions	Any which support achievement of delegated tasks/functions	Specific/defined purpose only – e.g. fulfil obligations to Defra under contract
Transferable?	Not without permission	Not without permission	Not without permission	No	No	No
Exclusivity?	Non-exclusive	Non-exclusive	Non-exclusive	Non-exclusive	Non-exclusive	Non-exclusive
Sub-licensable?	No	No	Yes (subject to restrictions)	Yes – in line with Category F (where Crown User takes place of Defra)	Yes – in line with sub-licensing guidelines in Schedule 3	No (requires direct licence with Defra) – Can supply copy of licensed Data to contractors/co-deliverers
Royalty?	Royalty-free	Royalty-free	Royalty payable	Royalty-free	Royalty payable (discounted rates?)	Royalty-free

Term?	Limited term (revocable and terminable)	Limited term (revocable and terminable)	Limited term (revocable and terminable)	Limited term (terminable)	Limited term (terminable)	Limited term (terminable)
Territory?	Worldwide	Worldwide	Worldwide	Worldwide	Worldwide	Territory specific or Worldwide
Other requirements?	Not develop or market competing product during Licence Period Attribution	Not develop or market competing product during Licence Period Attribution	Not develop or market competing product during Licence Period Attribution	Not develop or market competing product	Not develop or market competing product	Not develop or market competing product

**Schedule 3 – Table B. Guidelines for Onward Licensing to third parties
(use of Manipulated Data and Derived Data)**

	Category 1A (prev. part of 1) – non-commercial exploitation	Category 1B (prev. part of 1) – commercial exploitation	Category 2A (prev. part of 2) – non-commercial exploitation	Category 2B (prev. part of 2) – commercial exploitation	Category 3 (prev. part of 3) – open (non-commercial) licence	Category 4
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