

Dated

29th July

1993

LAWES AGRICULTURAL TRUST COMPANY LIMITED

- to -

CRANFIELD INSTITUTE OF TECHNOLOGY
SOIL SURVEY AND LAND RESEARCH CENTRE

DEED OF ASSIGNMENT

Needham & James
Windsor House
Temple Row
Birmingham
B2 5LF

Ref: JJR/MW/J11122P01

THIS DEED OF ASSIGNMENT is made the 29th day of July 1993

B E T W E E N :-

(1) LAWES AGRICULTURAL TRUST COMPANY LIMITED of Rothamsted Experimental Station, Harpenden, Herts, AL5 2JQ ("the Assignor"); and

(2) CRANFIELD INSTITUTE OF TECHNOLOGY SOIL SURVEY AND LAND RESEARCH CENTRE of Silsoe Campus, Silsoe, Bedford, MK45 4DT ("the Assignee")

W H E R E A S:

(A) The Assignor is the owner of the works described below

(B) The Assignor wishes to assign the copyright and other intellectual property rights in the said works for the consideration set out in this Agreement

AND WITNESSES AS FOLLOWS:-

Assignment

1. IN consideration of the sum of one pound (£1) paid by the Assignee to the Assignor (the receipt whereof by the Assignor is hereby acknowledged) the Assignor as beneficial owner hereby assigns to the Assignee ALL THAT the entirety worldwide of such copyright (and all other intellectual property rights) as it has in and to all the works referred to in the Schedule hereto ("the Works") and each of them for all of the term of copyright therein and all renewals or extensions thereof
TOGETHER WITH:-

- 1.1 the right to sue for and obtain full and effective relief in respect of each and every act committed prior to the date hereof in infringement of the copyright or any of the rights hereby assigned
- 1.2 the entirety worldwide of the Assignor's right title and interest in and to all literature maps and any other materials produced prior to the date hereof in infringement of the copyright or any of the rights hereby assigned
- 1.3 the right to sue for and obtain full and effective relief in respect of each and every wrongful interference with any such article or articles referred to in sub-paragraph 1.2 aforesaid

Warranty

2. The Assignor warrants to the best of its knowledge and belief:

2.1 that the Works have not been copied wholly or substantially from any other work or material and that the exercise by the Assignee of the rights assigned to it will not infringe the rights of any third party;

2.2 that it has not granted or assigned any rights of any nature in the Works to any third party whatsoever in any part of the world;

2.3 that the Works contain nothing that is in any way defamatory or which infringes the statutory or common law rights of any third parties;

Title, etc

3. The Assignor hereby covenants and agrees that if and when called upon to do so it will at the request and expense of the Assignee execute all such documents and perform all such acts as may be necessary to complete or record the Assignee's title to all or any part of that which is assigned to the Assignee

Indemnity, etc

4. The Assignor shall indemnify the Assignee against all and any loss, damages and costs sustained by the Assignee arising out of any breach by the Assignor of any of its warranties and at the request of the Assignee it shall provide all such reasonable assistance as the Assignee may request to enable the Assignee to resist any action claim or proceedings brought against the Assignee as a consequence of any such breach.

Jurisdiction

5. THIS Deed of Assignment is made subject to and in accordance with English Law and the English Courts and shall have jurisdiction over any dispute concerning its provisions

Certificate of Value

6. IT IS HEREBY CERTIFIED that the transaction hereby effected does not perform part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £30,000

IN WITNESS whereof the Assignor and the Assignee have caused this document to be executed as a deed the day and the year first above written

SCHEDULE

In this Agreement the Works consist of:

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 Soil Survey and Land Research Centre prior to the transfer of such assets from the Assignor to the Assignee on the July 1987.

