

Schedule 3

CROWN LICENCE OF DATA AND MATERIALS

AGREED TERMS

The Definitions of terms specified in the main body of the agreement shall be supplemented by the following;

1. ADDITIONAL DEFINITIONS

- 1.1 The additional definitions and rules of interpretation in this clause 2.1 shall apply to this Schedule 3;

Charges: the charges specified in clause 4 hereof.

DEFRA System: any information technology system or systems owned or operated by DEFRA from which Data is received in accordance with this Agreement.

DEFRA Users: any employee of the Civil Service authorised by DEFRA to access and use the Data (wholly or in part), using his own unique identifier provided by Cranfield.

DEFRA User Restrictions: the obligations set out in Annex A.

DEFRA Sublicensing: this shall be conducted in accordance with Annex B

Data: the data or information, in whatever form including electronic images, maps, charts, still and moving pictures, soil samples and sound recordings.

Distribute: to make Data accessible to its DEFRA users, and providing by sub-licensing to any third parties in accordance with clause 2.2 hereof.

Licence: the licence granted in clause 2.2.

Permitted Use: internal business use together with sublicensing to Third Party's for Defra funded research

Raw Data: Data described in Schedule 1

The Agreement: means the Agreement for the Maintenance and Licensing of LANDIS to which this Schedule is attached.

2. LICENCE

- 2.1 Cranfield grants to DEFRA a non-exclusive, non-transferable, irrevocable, worldwide royalty free licence to the Cranfield Data and the Materials as specified in Schedule 1 of the Agreement and to Sublicense in accordance with Annex B for the Permitted Use only during the Term.

- 2.2 All non DEFRA Crown users will enter into a separate License for use of the Cranfield Data and Materials on a non-exclusive, non-transferable, irrevocable, worldwide royalty free licence with Cranfield

3. DATA

- 3.1 During the Term Cranfield shall supply the Data to DEFRA.
- 3.2 Cranfield may 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.

4. CHARGES

- 4.1 In the event that any charge should arise for sub-licencing in accordance with Categories 1 and 2 of Annex B.
- 4.2 The Charges shall be due and payable to Cranfield in accordance with the terms of each individual licence.
- 4.3 Time shall be of the essence regarding the Customer's obligations to make payments in accordance with this clause 4 and such obligations are material obligations for the Licence
- 4.4 The remedies specified in clause 6 of the Agreement shall apply to late payment.
- 4.5 Cranfield shall increase charges on an annual basis in line API if applicable.

5. AUDIT

- 5.1 In addition to Clause 8 of the Agreement DEFRA shall keep, in paper and electronic form, at its normal place of business detailed, accurate and up-to-date records (**Records**) showing, during the previous seven years the steps taken by DEFRA to comply with DEFRA User Restrictions. DEFRA shall ensure that the Records are sufficient to enable Cranfield to verify the Customer's compliance with its obligations under this clause 5.
- 5.2 DEFRA shall permit Cranfield and its third-party representatives, on reasonable notice during Normal Business Hours, but without notice in case of any reasonably suspected breach of this clause 5, to:
- (a) gain (physical and remote electronic) access to, and take copies of, the Records and any other information held at the Customer's premises or on DEFRA System; and
 - (b) inspect all Records and DEFRA Systems relating to the use, Distribution, Redistribution, and control of the Data.

For the purpose of auditing the accuracy of the DEFRA's compliance with its obligations under this Agreement including DEFRA User Restrictions. Such audit rights shall continue for seven years after termination of this Agreement. DEFRA shall give all necessary assistance to the conduct of such audits during the term of this Agreement and for a period of seven years after termination of this Agreement

6. INTELLECTUAL PROPERTY RIGHTS OWNERSHIP

- 6.1 In addition to the terms specified in the Agreement DEFRA acknowledges that:
- (a) all Intellectual Property Rights in the Data specified in of Schedule 1 are the property of the parties specified, as the case may be;
 - (b) it shall have no rights in Cranfield Intellectual Property or to the Data other than the right to use them in accordance with the express terms of this Agreement; and
 - (c) Cranfield or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, coordination, development, presentation and supply of the Data.
- 6.2 DEFRA shall, and shall use all reasonable endeavours to procure that any necessary third party shall, at Cranfield's cost, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.
- 6.3 The Intellectual Property Rights assigned to Cranfield under clause 7.2 of the Agreement shall be deemed to be included in the Licence from the date when such rights arise.
- 6.4 Any display of the Data by DEFRA shall credit, wherever technically and commercially feasible, Cranfield, any licensor of Cranfield or any other source of the Data specified by Cranfield as the source of the Data.

7. UNAUTHORISED USE

- 7.1 If any unauthorised use is made of the Data or Materials and such use is attributable to the act or default of, or through, DEFRA (including breach of any DEFRA User Requirements) then, without prejudice to Cranfield's other rights and remedies, DEFRA shall immediately be liable to pay Cranfield an amount equal to the Charges that Cranfield would have charged, had Cranfield authorised the unauthorised user at the beginning of the period of that unauthorised use together with interest at the rate provided for in clause 6.4 of the Agreement from the date of that unauthorised use to the date of payment

ANNEX A

1. DEFRA USER RESTRICTIONS

1.1 DEFRA shall:

- (a) limit access to the Data to DEFRA Users;
- (b) only make copies of the Data and the Materials to the extent reasonably necessary for the following purposes: back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing;
- (c) not use the Data for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
- (d) not extract, reutilise, use, exploit, redistribute, copy or store the Data or the Materials for any purpose not expressly permitted by this Agreement;
- (e) not copy, modify, decompile, reverse engineer or create derivative works, except to the extent permitted by any applicable law; and
- (f) not do anything which may damage the reputation of Cranfield, the Data, including by way of using the Data (wholly or in part) in any manner which is pornographic, racist or that incites religious hatred or violence.

ANNEX B

DEFRA Sublicensing categories

Sub-Licensing of Data and Derived Data by Defra Shall be divided into five categories as follows.

- i) Category 1- Cranfield Data (as-is or 'raw') including Manipulated data and Derived Data Cranfield has created from the Raw Data, shall be licensed to third parties under Cranfield standard terms for agreed royalty
- ii) Category 2- Derived Data in which Cranfield has a substantial interest namely where Cranfield have either contributed to the creation of the Derived Data or where the output is mainly Raw Data, the license fee shall to be determined by Cranfield taking account of the residual interest which is to be agreed between the group deriving the data and Cranfield
- iii) Category 3- Where the residual interest in Derived Data is not substantial the Derived Data can be licensed by Defra under the Restricted (non-commercial) Government Licence (NCGL)
- iv) Category 4- Where Cranfield has no substantial residual interest in the Derived Data or any remaining interest has been satisfactorily covered, the license can be granted under the OGL
- v) Category 5- Where the data is used by third parties for Defra funded research, the license is granted for research purposes only free of charge. .

