

## Schedule 4

### AGREEMENT WITH DEFRA TO LICENSE AND SUBLICENCE DATA, DERIVED DATA AND MATERIALS TO DEFRA ASSOCIATE'S

#### AGREED TERMS

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

#### 1. ADDITIONAL DEFINITIONS

The additional definitions and rules of interpretation in this clause 4.1 shall apply to this Schedule 4;

**Associate;** Shall mean the Defra Associate as defined in the Framework to which this Schedule is attached and shall be construed as to include Associate's Sub-Contractors

**Charges:** the charges specified in Clause 4 hereof.

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

**Associate User's:** any employee of an Associate authorised by an Associate to access and use the Data (wholly or in part).

**Associate User Restrictions:** the obligations specified in Annex A.

**Distribute:** to make Data accessible to Associate users, and by sub-licensing to any third parties in accordance with clause 4.2 and Annex B.

**Licence:** the licences proposed in clause 4.2.

**Manipulate:** to combine or aggregate the Data (wholly or in part) with other data or information or to adapt the Data (wholly or in part).

**Manipulated Data:** any Data which has been Manipulated Data includes any Derived Data.

**Permitted Use:** to use the Database for internal purposes by the Licensee's direct employees.

**Raw Data:** Data in LandIS databases, datasets or obtained from LandIS materials.

**Sub-Contractors:** means those third parties contracted by an Associate who conduct work for and on behalf of the contracting Associate

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

#### 2. LICENCE

- 2.1 Cranfield agrees to grant individual Associate's a non-exclusive, non-transferable, irrevocable, worldwide, royalty free licence on specific terms and conditions to be

agreed on a case by case basis dependant on the individual circumstances to the Cranfield Data and the Materials as specified in Schedule 1 of the Agreement for the Permitted Use only during the Term.

- 2.2 The licence shall include but not be not limited to
- (a) Internal use by the Associate for their own purposes
  - (b) access, view and Manipulate Data and create Derived Data;
  - (c) store the Data and Manipulated Data on the Associate's System;
- 2.3 The Associate shall be entitled to sublicense the data in accordance with the table of use specified in Annex B. All sublicense specified in Categories Annex B must be referred to Cranfield in order for the terms and conditions and fees to be agreed

### **3. DATA**

- 3.1 During the Term Cranfield shall supply the Data to the Associate.
- 3.2 Cranfield may change at any time, with as much prior notice to the Associate 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 The charges arising for the supply of the Data, shall be paid to Cranfield in accordance with the categories listed in Annex C hereto
- 4.2 The Charges shall be due and payable to Cranfield in accordance with the payment terms included in the individual license
- 4.3 Time shall be of the essence regarding the Associate's obligations to make payments in accordance with this clause 3.4 and such obligations are material obligations for the purpose.
- 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 The Associate will be required to 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 Associate to comply with Associate User Restrictions. The Associate shall ensure that the Records are sufficient to enable Cranfield to verify the Associate's compliance with its obligations under this clause 5.
- 5.2 The Associate shall be required to 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 Associate's premises or on the Associate's System; and

- (b) inspect all Records and Associate Systems relating to the use, Distribution, Redistribution, and control of the Data.

for the purpose of auditing the accuracy of the Associate's compliance with its obligations under this Agreement including Associate User Restrictions. Such audit rights shall continue for seven years after termination of this Agreement. Associate 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 Associate shall be licensed subject to the terms and conditions of the individual licence applicable to its use of the rights and 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, the Associate (including breach of any Associate User Requirements) then, without prejudice to Cranfield's other rights and remedies, Associate 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. ASSOCIATE USER RESTRICTIONS**

#### **1.1 Associate shall:**

- (a) limit access to the Data to Associate 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**

### **ASSOCIATE CATEGORIES FOR SUB LICENSING**

Sub-Licensing of Derived Data by DEFRA Associates is to be divided into four sections.

- 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.

## ANNEX C CURRENT CHARGES

[REDACTED]

[REDACTED]

[REDACTED]