

DATED 29TH SEPTEMBER

2025

(1) THE SECRETARY OF STATE FOR THE ENVIRONMENT, FOOD AND RURAL AFFAIRS

- and -

(2) CRANFIELD UNIVERSITY

AGREEMENT

relating to
the licensing of certain data and materials and
associated hosting, support and maintenance

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- (1) THE SECRETARY OF STATE FOR THE ENVIRONMENT, FOOD AND RURAL AFFAIRS which has its office at 2 Marsham St, London, SW1P 3DW ("**Defra**"); and
- (2) CRANFIELD UNIVERSITY, a charity incorporated in England and Wales with registered number RC000151 whose office is registered at Wharley End, Cranfield, Bedfordshire, MK43 0AL ("**Cranfield**"),

(each a "**Party**" and together the "**Parties**").

BACKGROUND:

- A** The Parties entered into the Original LandIS Agreement to enable the hosting, maintenance, support, and associated licensing of LandIS Data in accordance with its terms.
- B** The Parties now wish to alter the terms on which the LandIS Data is licensed in order to make as much as is reasonably possible open and available to the public, with the remainder being accessible to Defra and the Authorised End-users.
- C** As such, this Agreement sets out the terms on which the Parties have agreed to alter the LandIS Data licence terms and for Cranfield to provide associated hosting, maintenance and support services.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the Commencement Date and the remain in force for a period of four (4) Contract Years from the Operational Services Start Date ("**Initial Term**").
- 2.2 Not less than three (3) months prior to the expiry of:
- (a) the Initial Term, Defra may give Cranfield notice to extend this Agreement for a further period of one (1) year ("**First Renewal Term**");
 - (b) the First Renewal Term, Defra may give Cranfield notice to extend this Agreement for a further period of one (1) year ("**Second Renewal Term**"); and
 - (c) the Second Renewal Term, Defra may give Cranfield notice to extend this Agreement for a further period of one (1) year ("**Third Renewal Term**"),

provided that Defra may not elect to extend this Agreement beyond the Third Renewal Term without the prior agreement of Cranfield.

3. TERMINATION OF THE ORIGINAL LANDIS AGREEMENT

- 3.1 The Parties agree that the Original LandIS Agreement shall terminate on the Operational Services Start Date. Nothing in this Agreement shall affect:
- (a) the accrued rights of either Party up to the date of termination of the Original LandIS Agreement; nor

- (b) those clauses of the Original LandIS Agreement which are expressly stated as surviving, or intended to survive, termination.

4. INTELLECTUAL PROPERTY RIGHTS IN DATA AND MATERIALS

4.1 The Parties acknowledge that, by virtue of the ownership of the Data and Materials as specified in Schedule 4 (*LandIS Datasets*), in order to give effect to the intent of this Agreement that from, and including, the date set out in Milestone No.4:

- (a) in respect of those Data and Materials which are jointly owned between the Parties and/or any Third Party Owner, subject to Clause 4.3, where such Data and Materials are to be Open Data the Parties hereby irrevocably and perpetually agree that the terms of the Open Licence shall apply thereto;
- (b) in respect of those Data and Materials which are solely owned by, or licensed to, Cranfield, where such Data and Materials are Open Data Cranfield hereby, subject to Clause 4.3, irrevocably and perpetually agree that the terms of the Open Licence shall apply thereto;
- (c) in respect of those Data and Materials which are solely owned by, or licensed to, Defra, where such Data and Materials are Open Data Defra hereby, subject to Clause 4.3, irrevocably and perpetually agree that the terms of the Open Licence shall apply thereto; and
- (d) in respect of Data and Materials which are either:
 - (i) jointly owned between the Parties; or
 - (ii) solely owned by either Party,

and which Data and Materials are Restricted Access Data, then subject to Clauses 4.2 and 4.4, the Parties hereby irrevocably and perpetually agree that the terms of the Restricted Access Data Licence apply thereto.

4.2 From, and including, the date set out in Milestone No.4, where a Cranfield or an Authorised End-user makes use of the Restricted Access Data, such access or use shall be in accordance with this Clause 4.2 (including in relation to any sub-licence granted by it):

- (a) where Defra accesses or makes use of the Restricted Access Data it shall do so to give effect to the terms of this Agreement, but otherwise without restriction, including with the right to sub-licence to any Replacement Supplier;
- (b) where any Authorised End-user accesses or makes use of the Restricted Access Data, it shall do so in accordance with the terms of the EULA; and
- (c) where Cranfield accesses or makes use of the Restricted Access Data, it shall ensure that it and, where applicable, its sub-licencees shall only use the Restricted Access Data for:
 - (i) giving effect to the terms of this Agreement; and
 - (ii) otherwise in accordance with the terms of the EULA.

4.3 Notwithstanding Clause 4.1, where the consent of a Third Party Owner is required in order to:

- (a) apply to the Open Licence to the Open Data; or
- (b) grant those licences pursuant to Clause 4.1,

then the Parties shall use all reasonable endeavours to procure that such permission, consent or licence from a Third Party Owner is promptly obtained.

4.4 The Parties acknowledge and agree that it is generally beneficial that Restricted Access Data should become Open Data and, as such, Defra shall decide, in its sole discretion, which Restricted Access Data shall become Open Data and when such Restricted Access Data shall become Open Data, provided that in coming to its decision, Defra shall:

- (a) first provide Cranfield with reasonable opportunity to provide representations to Defra in respect of such Restricted Access Data becoming Open Data;
- (b) take into account any representations made by Cranfield; and
- (c) act reasonably in coming to its decision.

Upon Defra's decision to convert Restricted Access Data to Open Data, the Parties shall use the Work Order Process to promptly give effect this Clause 4.4.

4.5 Each Party agrees that:

- (a) the Crown shall retain such Intellectual Property Rights in the Data and Materials in each case as specified as belonging to the Crown (solely or jointly as the case may be) in Schedule 4 (*LandIS Datasets*);
- (b) Cranfield shall retain such Intellectual Property Rights in the Data and Materials in each case as specified as belonging to the Cranfield (solely or jointly as the case may be) in Schedule 4 (*LandIS Datasets*); and
- (c) Intellectual Property Rights in:
 - (i) New Raw Data shall be owned by the Party (or third party licensors) providing such New Raw Data;
 - (ii) subject to Clause 4.5(c)(iii), Manipulated Data (whether arising from Raw Data or New Raw Data) shall be owned by the Party performing such Manipulation;
 - (iii) Manipulated Data which contains Background Intellectual Property in Restricted Access Data shall be owned by the owner of the Background Intellectual Property in the Restricted Access Data; and
 - (iv) Derived Data shall be owned by the Party which has performed such activity.

4.6 The Parties hereby grant to the other a perpetual, irrevocable, worldwide, royalty-free, sub-licensable licence to use, copy, Manipulate, modify and adapt New Raw Data in order to:

- (a) in respect of Cranfield, provide the Operational Services; and
- (b) in respect of Defra, to use and receive the Operational Services,

provided that the provision of the Operational Services in respect of the New Raw Data shall be an Additional Service subject to the Work Order Process.

4.7 Defra may decide, at any time, whether the Intellectual Property Rights in New Raw Data that it owns ("**Defra New Raw Data**") shall be Open Data or Restricted Access Data and, likewise, following Cranfield's performance of the Operational Services on the Defra New Raw Data, may decide, at any time, whether such Manipulated Data resulting from the Defra New Raw Data should be Open Data or Restricted Access Data. Nothing in this Clause 4.7 shall affect the ownership of any Manipulated Data or Derived Data resulting from any Defra New Raw Data.

5. INTELLECTUAL PROPERTY RIGHTS IN DELIVERABLES

- 5.1 All Background IPRs shall remain vested in that Party or their third party licensors. Nothing in this Clause 5 is intended to relate to, affect or displace the ownership of Data as set out in Clause 4. In the case of conflict between this Clause 5 and Clause 4 pertaining to the ownership of Intellectual Property Rights in Data, Clause 4 shall preside.
- 5.2 All Intellectual Property Rights in the trade marks and brands of Defra, or any Crown body shall not be used by Cranfield for any purpose whatsoever without Defra's prior written consent and then only if used in compliance with Defra's brand guidelines or other reasonable written instructions.
- 5.3 Subject to Clause 5.4, Cranfield grants to Defra a royalty free, non exclusive, transferable licence to use the Cranfield System or other materials provided by or on behalf of Cranfield to the extent necessary to receive the Services during the Contract Period. Defra may allow other Crown bodies, and Defra's and any other Crown body's contractors, suppliers, service providers to access and use the Cranfield System and any other material provided by or on behalf of Cranfield to the extent necessary to receive the Services during the Contract Period.
- 5.4 Subject to the Background IPRs provisions set out in Clauses 5.1 and 5.5, all Intellectual Property Rights in the Portals (for the avoidance of doubt this does not include Portal Background IPR) shall vest in Defra unconditionally and immediately upon their creation. Accordingly, Cranfield assigns to Defra, with full title guarantee for all purposes, applications and fields of use (including by way of an assignment of future Intellectual Property Rights) all Intellectual Property Rights in the Portals including the right to take action for any past, present and future damages and other remedies in respect of any infringement. Cranfield shall execute, and shall procure that any Subcontractors execute, such documents and do such things as Defra may consider reasonably necessary to give effect to this Clause 5.4. Defra grants on an "as is" basis to Cranfield a royalty free, non exclusive, non transferable licence to use, and to permit its Subcontractors to use, the Portals during the Contract Period solely to the extent reasonably required in order to perform the Services.
- 5.5 To the extent that any Cranfield Background IPRs are incorporated into the Portals (as part of design or architecture) or are otherwise required by Defra to use Portals or gain the benefit of the Services (which shall not include Portal Background IPR), Cranfield grants to Defra a perpetual, non exclusive, assignable, royalty free and global licence to use, copy, modify and adapt (with the right to sub license such Cranfield Background IPRs to other Crown bodies, to other third parties engaged by Defra or another Crown body) for its own internal business purposes any Cranfield Background IPRs incorporated into the Portals or provided in conjunction with the Portals.
- 5.6 In the case of any Cranfield Background IPRs licensed by Cranfield from a Third Party and incorporated or provided in conjunction with or in any of the Portals or provided to Defra in conjunction with the provision of the Services, Cranfield warrants that it will have obtained any necessary authority, permission or licence from the relevant Third Party to grant a licence in the same terms as set out in Clauses 5.3, 5.4 and 5.5, as applicable above (save as may be expressly agreed by the Parties in accordance with this Clause 5.6). Defra will have the right to approve the use of any Third Party Software or other proprietary Cranfield products that Cranfield wishes to include as Cranfield Background IPRs, to be utilised in the provision of the Services, such approval not to be unreasonably withheld or delayed. In the event that Cranfield is to grant Defra a licence to any Third Party Software or other proprietary Cranfield products on terms other than as set out in Clauses 5.3, 5.4 and 5.5, as applicable, Defra shall be given reasonable prior notice of the Third Party Software concerned and any additional licence terms to those set out above will be subject to Defra's express written agreement. If the proposed additional or different licence terms are:
- (a) acceptable to Defra (such acceptance notified to Cranfield in writing), then Cranfield shall be relieved of its obligation to obtain any such necessary authority, permission or licence from the relevant Third Party in order to grant a licence in the same terms as set out in Clauses 5.3, 5.4 and 5.5; or

- (b) not acceptable to Defra (acting reasonably), then Cranfield shall procure amendments to the licence terms so as to render them acceptable to Defra, or source alternative Third Party Software or Cranfield proprietary products to fulfil the same requirements on licence terms which are reasonably acceptable to Defra.

6. INTELLECTUAL PROPERTY INDEMNITY

6.1 Cranfield:

- (a) warrants that the supply of the Services and Deliverables 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 and each member of the Defra Group 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 and each member of the Defra Group 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:
 - (A) the receipt, use or supply of the Services or Deliverables; or
 - (B) the use by Defra or any Authorised End-user of any Open Data or Restricted Access Data which is Cranfield Data

(a "Cranfield IPR Claim").

6.2 Cranfield shall not be liable pursuant to the indemnity set out in Clause 6.1(b) to the extent such claim relates to:

- (a) the use of Cranfield Data in the development of, or the inclusion of Cranfield Data in any Derived Data produced by Defra or any member of the Defra Group;
- (b) any modification of the Cranfield Data, Material, Services or Deliverables other than by or on behalf of Cranfield;
- (c) Cranfield's compliance with the Defra's or any member of the Defra Group's specifications or instructions; or
- (d) Defra's or any member of the Defra Group's non-compliance with Cranfield's written specifications or instructions, or with laws and regulations.

6.3 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; and
- (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 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 of Crown Data by Cranfield in its performance of this Agreement.

- 6.4 Defra shall have no liability, and Cranfield shall have no claim, under the indemnity at Clause 6.3(b) to the extent that infringement arises from:
- (a) the use of Crown Data in the development of, or the inclusion of Crown Data, in any Derived Data produced by Cranfield;
 - (b) any modification to the Crown Data by, on behalf of Cranfield, or on Cranfield's behalf;
 - (c) Defra's compliance with Cranfield's specification or instructions; or
 - (d) Cranfield's non-compliance with Defra's written specifications or instructions, or with laws and regulations, or the Crown Data licence terms.
- 6.5 In the event of a Cranfield IPR Claim, Defra shall, or shall ensure that any member of the Defra Group shall:
- (a) notify Cranfield in writing of any Cranfield IPR Claim;
 - (b) allow Cranfield to conduct all negotiations and proceedings and give Cranfield reasonable assistance, each at Cranfield's cost, regarding the Cranfield IPR Claim; and
 - (c) make no adverse admission relating to the Cranfield IPR Claim without first notifying Cranfield of its intention to do so.
- 6.6 If Cranfield does not notify Defra within:
- (a) five (5) Business Days of the date of Defra's, or the relevant member of the Defra Group's, notification pursuant to Clause 6.5(a); or
 - (b) the time period required for a response to enable Defra, or the relevant member of the Defra Group, to respond to the Cranfield IPR Claim,
- whichever is shorter, that it wishes to conduct the proceedings related to the Cranfield IPR Claim, Defra, or the relevant member of the Defra Group, may conduct such proceedings and Cranfield will have foregone its right to conduct proceedings.
- 6.7 Cranfield shall conduct and defend any Cranfield IPR Claim in accordance with the following:
- (a) diligently and using competent counsel;
 - (b) in such a way as not to bring the reputation or good name of Defra, or the relevant member of the Defra Group, into disrepute;
 - (c) Cranfield will keep Defra informed at all times of developments in the litigation and/or negotiations.
- 6.8 Cranfield shall not be entitled to settle or compromise any Cranfield IPR Claim without Defra's, or the relevant member of the Defra Group's, prior written consent (not to be unreasonably withheld or delayed).
- 6.9 If litigation in relation to an Cranfield IPR Claim is conducted in Defra's name or would materially impact upon Defra's dealing or relationship with any regulatory body relevant to its usual business operations, Defra may, at any time, give notice to Cranfield that Defra wishes to conduct such litigation (including associated settlement discussions) and Cranfield will permit Defra to do so. Cranfield will provide all reasonable assistance to Defra in relation to Defra's conduct of such litigation should Defra decide to exercise this option.

- 6.10 Without prejudice to any other right or remedy Defra may have, if at any time an allegation of infringement of Intellectual Property Rights is made or there is likely to be such an infringement, Cranfield shall, at Defra's option, as soon as possible and at Cranfield's own expense:
- (a) replace or modify the Services (including any of the Deliverables) with non-infringing substitutes provided that such substitutes do not adversely affect the performance or material functionality of the Services; or
 - (b) procure for Defra and each End User the right to continue receiving the Services or using the Deliverables provided that there is no adverse effect on (including any reduction in the scope of use of) the Services.
- 6.11 If Defra elects for Cranfield to modify the item(s) or to supply substitute item(s) under Clause 6.10(a) or to procure a licence in accordance with Clause 6.10(b) but this has not avoided or resolved the Cranfield IPR Claim, Defra may:
- (a) return the Deliverables to Cranfield or refuse subsequent performance of the Services and, without prejudice to any other right or remedy Defra may have, if Defra does so be entitled to a refund in full all Charges paid by Defra under this Agreement and Cranfield be liable for all reasonable and unavoidable costs of substitute items pursuant to the terms of this Agreement, less the value of any refunded Charges; and/or
 - (b) terminate this Agreement immediately on notice to Cranfield.

7. TERMINATION OR EXPIRY OF THIRD PARTY LICENCES

- 7.1 Pursuant to the Original LandIS Agreement, Cranfield granted certain Third Party Licences in respect of the Data and Materials. Cranfield hereby indemnifies Defra and each member of the Defra Group 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 or any member of the Defra Group as a result of or in connection with:
- (a) any claim from a Third Party Licence licensee in respect of the reclassification of the Data licensed pursuant to that Third Party Licence as either Open Data or Restricted Access Data being in breach of that Third Party Licence; and
 - (b) any claim from any Third Party Owner that any Third Party Licence granted by Cranfield infringes the Intellectual Property Rights of that Third Party Owner.

8. LICENSING SERVICES

- 8.1 The Parties agree that third parties who are not Authorised End-users may request access to the Restricted Access Data (a "**Restricted Access Data Requestor**") using the Restricted Access Data Request Form (a "**Restricted Access Data Request**").
- 8.2 Restricted Access Data Request Forms shall be reviewed by Cranfield and decision provided to such Restricted Access Data Requestor, as soon as reasonably practicable (and in any event within ten (10) Business Days of its submission), as to whether its Restricted Access Data Request has been approved or rejected.
- 8.3 Where Cranfield rejects any Restricted Access Data Request, it shall:
- (a) act reasonably in coming to its decision;
 - (b) provide the Restricted Access Data Requestor with written reasons for such rejection at the same time as Cranfield's decision is provided to it in accordance with Clause 8.2; and

- (c) inform the Restricted Access Data Requestor that it may appeal against Cranfield's decision to reject by providing written representations to Defra within fourteen (14) days of the date of Cranfield's rejection of the Restricted Access Data Request.
- 8.4 Where a Restricted Access Data Requestor appeals to Defra in accordance with Clause 8.3(c), Defra shall, in its sole discretion, decide whether or not to grant the Restricted Access Data Requestor with access to Restricted Access Data, provided that Cranfield shall be entitled to make representations to Defra to justify its rejection of the Restricted Access Data Request.
- 8.5 Where a Restricted Access Data Request is approved, either by Cranfield or by Defra:
 - (a) Cranfield shall provide the Restricted Access Data Requestor with access to the relevant Restricted Access Data which was the subject of the Restricted Access Data Request; and
 - (b) the terms of such access shall be governed by the EULA.
- 9. CRANFIELD OBLIGATIONS**
- 9.1 Cranfield shall provide the:
 - (a) Transition Services; and
 - (b) Operational Servicesin accordance with:
 - (c) the Specification;
 - (d) all Applicable Laws;
 - (e) Good Industry Practice;
 - (f) the Security Requirements; and
 - (g) the requirements of Schedule 17 (*Sustainability*).
- 9.2 Cranfield shall provide the following as part of the Services:
 - (a) any services, functions and responsibilities (including any incidental services, functions and responsibilities) not expressly specified in this Agreement as being within the scope of Cranfield's responsibilities but which are reasonably and necessarily required for, or necessarily and/or reasonably related to, the proper performance and provision of the Services; and
 - (b) any assistance reasonably required by Defra.
- 9.3 Cranfield shall:
 - (a) provide the Transition Services from the Transition Services Start Date; and
 - (b) provide the Operational Services from the Operational Services Start Date.
- 9.4 Cranfield shall:
 - (a) provide the Operational Services so as to meet or exceed the applicable Service Levels; and
 - (b) commit all such resources as are reasonably necessary to ensure that the Services are provided in accordance with the terms of this Agreement, including ensuring that Cranfield Staff are suitably trained and experienced in the support and maintenance of the Data and Materials;

- (c) co-operate with Defra in all matters relating to the Services and Defra's reasonable instructions;
 - (d) report to Defra on the provision and performance of the Services as reasonably required by Defra and to promptly notify Defra of any substantive comments or any complaints made by an End User;
 - (e) obtain and at all times maintain all necessary licences, approvals and consents in order to grant the licences in this Agreement and provide the Services;
 - (f) 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.
- 9.5 All communications, documentation and materials relating to this Agreement shall be sent as appropriate by the Cranfield Manager to the Defra Manager.
- 9.6 In the absence of the Cranfield Manager or of any other member of the Cranfield 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.

10. DEFRA OBLIGATIONS

- 10.1 Defra shall:
- (a) provide reasonable co-operation to 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 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 Defra to negotiate on behalf of Defra on matters relating to the Services (the "**Defra Manager**");
 - (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.

11. WORK ORDER PROCESS

- 11.1 This Agreement governs the overall relationship of the Parties in relation to the Services provided by the Cranfield to Defra, and sets out:
- (a) in this Clause 11, the procedure for Defra to request the provision of Additional Services from Cranfield under separate Work Orders; and
 - (b) in Schedule 15 (*Proforma Work Order*), the template Work Order containing all the call-off terms, to be entered into by Defra and Cranfield.
- 11.2 Defra shall be entitled from time to time to request in writing the provision of Additional Services from Cranfield and shall, at the time of such request, provide Cranfield with a clear statement of requirements

for those Additional Services. The Additional Services must be for services which are the same or substantially similar to the Operational Services, or activities performed as part of the Transition Services.

- 11.3 Within twenty (20) Business Days of receipt of a request from Defra, Cranfield shall:
- (a) either notify Defra that it is not able to provide the requested Additional Services, which may only be for reasons of technical infeasibility or infringement of the Intellectual Property Rights or such other rights of a third party; or
 - (b) complete the template Work Order and submit the draft Work Order to Defra for its written approval.
- 11.4 In preparing the draft Work Order, Cranfield shall calculate the Additional Service Charges by reference to the Rate Card.
- 11.5 Defra shall review the template Work Order and shall, within ten (10) Business Days, either provide its:
- (a) approval of the draft Work Order in which case it shall be signed by the Parties; or
 - (b) rejection of the draft Work Order, giving reasons for such rejection, whereupon Cranfield shall, within ten (10) Business Days of receipt of such rejection notice, revise the draft Work Order so that it addresses the reasons given by Defra for its rejection and is capable of approval by Defra.
- 11.6 A Work Order shall not enter into force, be legally binding or have any other effect unless:
- (a) the Work order has been signed by the Defra Manager and Cranfield Manager (or such delegates with appropriate authority); and
 - (b) as at the date the Work Order is signed, this Agreement has not been terminated.
- 11.7 Each completed and signed Work Order shall form a separate contract referred to as the Work Order between Defra and Cranfield.
- 11.8 Nothing in this Clause 11 shall oblige Defra to place any Work Order following its negotiation and finalisation and Defra accepts no liability for any costs resulting from any cancellation of this process nor for any other costs incurred by Cranfield prior to the execution of the associated Work Order, which does so at its own expense and risk.

12. PERSONAL DATA AND SECURITY

- 12.1 The Parties shall comply with the respective provisions of Schedule 11 (*Data Sharing Agreement*) and Schedule 10 (*Security Requirements*).

13. CHARGES

- 13.1 In exchange for the Deliverables, Cranfield shall invoice Defra for the Charges.
- 13.2 All Charges:
- (a) exclude VAT, which is payable on provision of a valid VAT invoice; and
 - (b) include all costs connected with the supply of Deliverables.
- 13.3 Defra must pay Cranfield the Charges within thirty (30) days of receipt by Defra of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice.
- 13.4 A Cranfield invoice is only valid if it:

- (a) includes all appropriate references including this Agreement reference number and other details reasonably requested by Defra, including the Invoicing Requirements; and
 - (b) includes a detailed breakdown of Deliverables and Milestone(s) (if any).
- 13.5 Defra may retain or set-off payment of any amount owed to it by Cranfield under this Agreement or any other agreement between Cranfield and Defra if notice and reasons are provided.
- 13.6 Subject to Clause 13.7, Cranfield must ensure that all Subcontractors are paid, in full, within thirty (30) days of receipt of a valid, undisputed invoice. If this does not happen, Defra can publish the details of the late payment or non-payment.
- 13.7 Subject to Clauses 13.4 and 13.9, where Defra fails to pay the Charges in accordance with clause 13.3, Cranfield's payment obligations under Clause 13.6 shall be extended in accordance with the length of delay in Defra's payment. Notwithstanding such extension, Cranfield shall pay all Subcontractors within a maximum of fifty five (55) days from receipt of invoice.
- 13.8 Cranfield has no right of set-off, counterclaim, discount or abatement unless ordered by a court.
- 13.9 Defra may withhold payment of particular Charges (or elements of the Charges) it disputes, acting reasonably, or if Cranfield is not providing or has not provided the Deliverables materially in accordance with the terms of the Agreement. If Defra withholds any payment, it shall notify Cranfield with reasonable promptness giving reasonable details to Cranfield as to which elements of the Charges are disputed and the reason therefore. If any portion of an invoice is disputed by Defra, then, provided that Cranfield credits the disputed invoice in full to Defra and then issues two invoices, one in respect of the disputed amount and the other in respect of the undisputed amount, Defra shall pay the invoice for the undisputed amount as set out above and the Parties shall use commercially reasonable endeavours to resolve the Dispute for the other amount in accordance with Clause 39. Upon resolution of the Dispute in respect of the remainder of the original invoice, Defra shall pay any amounts determined or agreed to be payable to Cranfield. Pending resolution of the Dispute, Cranfield shall continue to provide the Deliverables in accordance with the Agreement.
- 14. AUDIT AND REVIEW**
- 14.1 Cranfield must keep and maintain full and accurate records and accounts in respect of this Agreement during the Contract Period and for seven (7) years after the End Date and in accordance with the UK GDPR or the EU GDPR as the context requires, including the records and accounts which Defra has a right to Audit.
- 14.2 If Cranfield becomes aware of an event that has occurred or is likely to occur in the future which will have a material effect on the:
 - (a) Cranfield's currently incurred or forecast future Charges; and
 - (b) forecast Charges for the remainder of this Agreement;
 - (c) then Cranfield must notify Defra in writing as soon as practicable setting out the actual or anticipated effect of the event.
- 14.3 Defra or an Auditor can Audit Cranfield.
- 14.4 Cranfield must allow any Auditor access to their premises and Defra will use reasonable endeavours to ensure that any Auditor:
 - (a) complies with Cranfield's operating procedures; and
 - (b) does not unreasonably disrupt Cranfield or its provision of the Deliverables.

- 14.5 During an Audit, Cranfield must provide information to the Auditor and reasonable co-operation at their request including access to:
- (a) all information within the permitted scope of the Audit;
 - (b) any Sites, equipment and Cranfield System used in the performance of this Agreement; and
 - (c) Cranfield Staff.
- 14.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Default by Cranfield, in which case Cranfield will repay Defra's reasonable costs in connection with the Audit.
- 14.7 Cranfield must comply with Defra's reasonable instructions following an Audit, including:
- (a) correcting any identified Default; and
 - (b) repaying any Charges that Defra has overpaid.
- 14.8 If Cranfield is not providing any of the Deliverables, or is unable to provide them, it must immediately:
- (a) tell Defra and give reasons;
 - (b) propose corrective action; and
 - (c) provide a deadline for completing the corrective action.
- 14.9 Except where an Audit is imposed on Defra by a regulatory body or where Defra has reasonable grounds for believing that Cranfield has not complied with its obligations under this Agreement, Defra may not conduct an Audit of Cranfield more than twice in any Contract Year.

15. WARRANTIES

- 15.1 Cranfield represents and warrants that:
- (a) it has full power and authority to execute, deliver and perform its obligations under this Agreement entered into pursuant to its terms;
 - (b) the Agreement is executed by a duly authorised representative of Cranfield;
 - (c) there are no currently in force or binding agreements with Third Parties the terms of which would prevent it from entering into the Agreement or would materially impede the performance by it of its obligations under the Agreement;
 - (d) it, nor any of Cranfield's executive, are party to any litigation proceedings or disputes which will have a material adverse effect upon its ability to perform its obligations under the Agreement;
 - (e) the Services shall be provided by suitable, appropriately qualified, experienced and competent personnel;
 - (f) any Deliverables will comply with the Specification and any other requirements relating thereto and shall be of satisfactory quality, free from design and other inherent defects and fit for their intended purpose;
 - (g) all equipment (including the component parts of the System) installed by Cranfield and the media on which any software is provided by Cranfield will be free from defects in material and workmanship and conform to the applicable product specifications under normal use; and

- (h) Cranfield and anyone acting on its behalf has not given or offered any form of inducement to Defra or anyone acting on its behalf in return for Defra entering into this Agreement.

16. RECTIFICATION

16.1 If there is a Default, Cranfield must notify Defra within three (3) Business Days of Cranfield becoming aware of the Default and Defra may request that Cranfield provide a Rectification Plan within ten (10) Business Days of Defra's request alongside any additional documentation that Defra requires.

16.2 When Defra receives a requested Rectification Plan it can either:

- (a) reject the Rectification Plan or revised Rectification Plan giving reasons; or
- (b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) in which case Cranfield must immediately start work on the actions in the Rectification Plan at its own cost.

16.3 Where the Rectification Plan or revised Rectification Plan is rejected, Defra:

- (a) will give reasonable grounds for its decision; and
- (b) may request that Cranfield provides a revised Rectification Plan within five (5) Business Days.

16.4 If Cranfield fails to:

- (a) submit a Rectification Plan or a revised Rectification Plan within the timescales set out in Clauses 16.1 or 16.3;
- (b) adhere to the timescales set out in an accepted Rectification Plan to resolve the Default; or
- (c) if Defra otherwise rejects a Rectification Plan,

Defra can require Cranfield to attend an Escalation Meeting on not less than five (5) Business Days' notice. Defra will determine the location, time and duration of the Escalation Meeting(s) and Cranfield must ensure that Cranfield Manager is available to attend.

16.5 The Escalation Meeting(s) will continue until Defra is satisfied that the Default has been resolved, however, where an Escalation Meeting(s) has continued for more than five (5) Business Days, either Party may treat the matter as a Dispute to be resolved in accordance with Clause 39.

16.6 If Cranfield is in Default of any of its obligations under this Clause 16, Defra shall be entitled to terminate this Agreement and the consequences of termination set out in Clause 21.2 shall apply as if this Agreement were terminated under Clause 20.2.

17. STEP-IN RIGHTS

17.1 If a Step-In Trigger Event occurs, Defra may give notice to Cranfield that it will be taking action in accordance with this Clause 17.1 and setting out:

- (a) whether it will be taking action itself or with the assistance of a third party;
- (b) what Required Action Cranfield will take during the Step-In Process;
- (c) when the Required Action will begin and how long it will continue for;
- (d) whether Defra will require access to the Sites; and

- (e) what impact Defra anticipates that the Required Action will have on Cranfield's obligations to provide the Deliverables.
- 17.2 For as long as the Required Action is taking place:
- (a) Cranfield will not have to provide the Deliverables that are the subject of the Required Action;
 - (b) no deductions will be applicable in respect of Charges relating to the Deliverables that are the subject of the Required Action; and
 - (c) Defra will pay the Charges to Cranfield after subtracting any applicable deductions and Defra's costs of taking the Required Action.
- 17.3 Defra will give notice to Cranfield before it ceases to exercise its rights under the Step-In Process and within twenty (20) Business Days of this notice Cranfield will develop a draft Step-Out Plan for Defra to approve.
- 17.4 If Defra does not approve the draft Step-Out Plan, Defra will give reasons and Cranfield will revise the draft Step-Out Plan and re-submit it for approval.
- 17.5 Cranfield shall bear its own costs in connection with any step-in by Defra under this Clause 17, provided that Defra shall reimburse Cranfield's reasonable additional expenses incurred directly as a result of any step-in action taken by Defra under:
- (a) limbs (f) or (g) of the definition of a Step-In Trigger Event; or
 - (b) limbs (h) and (i) of the definition of a Step-in Trigger Event (insofar as the primary cause of Defra serving a notice under Clause 17.5(b) is identified as not being the result of Cranfield's Default).

18. LIABILITY

- 18.1 Subject to Clauses 18.3 and 18.5, Cranfield's total liability to Defra, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement entered into pursuant to its terms (in the aggregate) shall be limited in each Contract Year to:
- (a) in respect of loss or damage to Government Data or Data contained within the LandIS Database, ten million pounds sterling (£10,000,000);
 - (b) in respect of Cranfield's liability, whether categorised as direct or indirect losses, to each of Defra and the Defra Group, arising out of a breach of:
 - (i) Clause 4 (*Intellectual Property Rights in Data and Materials*);
 - (ii) Clause 6 (*Intellectual Property Indemnity*);
 - (iii) Clause 7 (*Termination or expiry of Third Party Licences*),

Cranfield's liability shall, in each circumstance, be limited to ten million pounds sterling (£10,000,000) per event or series of connected events; and
 - (c) in respect of all other Losses, the greater of:
 - (i) five million pounds sterling (£5,000,000); and
 - (ii) an amount equivalent to 150% of the average Charges paid or payable pursuant to this Agreement in each Contract Year, calculated as follows:

$$\left(\frac{x + y}{A} \right) \times 150\%$$

where 'x' is the amount of Charges paid at the point the claim is made, y is the amount of Charges that would be paid for the remainder of the Contract Period (based on the Charges profile in Schedule 13 (*Charges and Milestone Payments*)), and 'A' is the duration of the Contract Period, measured in years, including any committed extensions pursuant to Clause 2.

18.2 Subject to Clauses 18.3 and 18.5, Defra's total liability to Cranfield, whether in contract, tort (including negligence), for breach of statutory duty or otherwise, arising out of or in connection with this Agreement shall be limited in each Contract Year to:

- (a) ten million pounds sterling (£10,000,000) per event or series of connected events pursuant to Clause 6.3(b) (whether such liability is categorised as a direct or indirect loss); and
- (b) for all other Losses, an amount equivalent to 100% of the average Charges (calculable in accordance with the formula set out in Clause 18.1(c)(ii)) paid or payable pursuant to this Agreement in that Contract Year.

18.3 Subject to Clauses 18.2, 18.4 and 18.5, neither Party will be liable to the other Party for any:

- (a) loss of profit;
- (b) loss of sales or business;
- (c) loss of anticipated savings;
- (d) loss of or damage to goodwill; or
- (e) any indirect, consequential or special loss,

in each case arising out of, or in connection with, this Agreement.

18.4 The following types of Losses are agreed to be deemed to be a non-exhaustive list of direct and recoverable Losses under this Agreement:

- (a) the cost of selecting, procuring, implementing and operating any alternative or replacement or additional systems or services whether internally or through or with a Third Party;
- (b) additional costs of maintaining the Services and/or transferring the Services to a Replacement Supplier; and
- (c) costs and expenses incurred in reconstruction and/or restoration of lost, corrupted or altered Defra Data together with costs and expenses incurred in managing any incident response that results from the loss, corruption or alteration of Defra Data.

18.5 Nothing in this Agreement shall exclude or limit:

- (a) either party's liability for death or personal injury caused by its (or its agent's or sub contractor's) negligence, or for theft or misappropriation of funds or for fraud or fraudulent misrepresentation;
- (b) Cranfield's liability, whether categorised as direct or indirect losses, to Defra arising out of a breach of:

- (i) Clause 9.1(d) (*Compliance with Laws*);
- (ii) Clause 12 (*Personal Data and Security*);
- (iii) Clause 23 (*Staff Transfer*);
- (iv) Clause 26 (*Confidentiality*); or
- (v) Clause 29 (*Tax*);
- (c) Cranfield's liability for wilful default or wilful abandonment of this Agreement;
- (d) subject to clause 18.1(b), Cranfield's liability under any indemnity set out in this Agreement (including within those matters expressed in Clause 18.5 **Error! Reference source not found.** above); and
- (e) either Party's liability that cannot, as a matter of law, be limited or excluded.

19. INSURANCE

- 19.1 Cranfield shall at its own cost be solely responsible for taking out and maintaining in force, during the Contract Period and for a period of not less than six years thereafter, policies of insurance covering the liabilities which may be incurred by Cranfield arising out of the acts or omissions of Cranfield or Cranfield Staff in connection with the Agreement. Without prejudice to Cranfield's liability under this Agreement, such policies shall include, without limitation:
- (a) cyber liability insurance for a minimum amount of cover of five million pounds sterling (£5,000,000) on a single event or series of related events in a single calendar year;
 - (b) employer's liability insurance for a minimum amount of cover of five million pounds sterling (£5,000,000) on a single event or series of related events in a single calendar year;
 - (c) professional indemnity insurance for a minimum amount of cover of ten million pounds sterling (£10,000,000) on a single event or series of related events in a single calendar year; and
 - (d) public liability insurance for a minimum amount of cover of £5 million on a single event or series of related events in a single calendar year.
- 19.2 Cranfield shall, at the inception of the Agreement and as and when each policy of insurance is renewed (and, in any event, on request from Defra), provide Defra with such evidence Defra may reasonably require of its terms together with evidence of payment of the last premium.
- 19.3 Cranfield shall notify Defra:
- (a) promptly of any material changes to the level, type or other material provisions of insurance cover from those previously notified to Defra;
 - (b) as soon as practicable when it becomes aware of any fact, relevant circumstance or matter which has caused or is reasonably likely to cause the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance or any cover or claim under any insurance.
- 19.4 Cranfield's insurance policies shall be maintained on terms that are as favourable to those generally available to a prudent contractor in respect of usual and reasonable risks.
- 19.5 Cranfield shall ensure that the insurer for each of the policies referred to in Clause 19.1 is of good reputation and financial standing and has a Standard & Poor's credit rating of not less than Grade A+ (or equivalent).

20. TERMINATION

20.1 Defra may terminate this Agreement at any time without reason by giving Cranfield not less than ninety (90) days' written notice, such notice to expire no earlier than the end of the second Contract Year. In the event of termination in accordance with this Clause 20.1, Clause 21.1 shall apply.

20.2 If any of the following events happen, Defra has the right to immediately terminate this Agreement by issuing a Termination Notice to Cranfield:

- (a) Cranfield is affected by an Insolvency Event;
- (b) Cranfield fails to notify Defra in writing of any Occasion of Tax Non-Compliance or fails to provide details of proposed mitigating factors which, in the reasonable opinion of Defra, are acceptable;
- (c) there is a Default that is not corrected in line with an accepted Rectification Plan;
- (d) Defra rejects a Rectification Plan or Cranfield does not provide it within ten (10) days of the request;
- (e) any Material Default of this Agreement;
- (f) a Default of Clauses 16.6 or 28;
- (g) the performance of Cranfield causes a Critical Service Level Failure to occur;
- (h) consistent and repeated failure to meet the Service Levels in Schedule 8 (*Service Levels*);
- (i) Cranfield embarrasses or brings Defra into disrepute or diminishes the public trust in it; and
- (j) Cranfield fails to comply with its legal obligations in the fields of environmental, social, equality or employment law when providing the Services,

and the consequences of termination in Clause 21.2 shall apply.

20.3 Cranfield may, on written notice to Defra, terminate this Agreement if Defra:

- (a) fails to pay an undisputed sum due to Cranfield under this Agreement which in aggregate exceeds £25,000.00 and such amount remains outstanding forty (40) Business Days after the receipt by Defra of a notice of non-payment from Cranfield;
- (b) commits any Material Default of this Agreement,

and the consequences of termination in Clause 21.1 shall apply.

21. CONSEQUENCES OF TERMINATION

21.1 Where Defra terminates this Agreement under Clause 20.1 or Cranfield terminates this Agreement under Clause 20.3:

- (a) Defra must promptly pay all outstanding Charges due to Cranfield up to the point of termination;
- (b) Defra must pay Cranfield reasonable committed and unavoidable Losses as long as Cranfield provides a fully itemised and costed schedule with evidence – the maximum value of this payment is limited to the total sum payable to Cranfield if this Agreement had not been terminated; and

- (c) when any payments due and owing pursuant to Clauses 21.1(a) and 21.1(b) have been made, all of Defra payment obligations under the terminated Agreement shall stop immediately; and
 - (d) Clauses 20.2(c) to 21.2(g) apply.
- 21.2 Where Defra terminates this Agreement under Clauses 6.11(b), 16.6 or 20.2, all of the following apply:
- (a) Cranfield shall be liable to Defra for difference between:
 - (i) the Charges for the provision of the Deliverables by Cranfield for the remainder of the Contract Period (had Defra not terminated this Agreement under Clauses 6.11(b), 16.6 or 20.2); and
 - (ii) Defra's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period from the point at which Defra terminated this Agreement under Clauses 6.11(b), 16.6 or 20.2;
 - (b) Defra's payment obligations under the terminated Agreement stop immediately;
 - (c) accumulated rights of the Parties are not affected;
 - (d) Cranfield must promptly delete or return the Defra Data except where required to retain copies under Applicable Laws.
 - (e) Cranfield must promptly return any of Defra's property provided under this Agreement;
 - (f) Cranfield must, at no cost to Defra, co-operate fully in the handover and re-procurement (including to a Replacement Supplier); and
 - (g) Cranfield must repay to Defra all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 21.3 If either Party terminates this Agreement under Clause 22:
- (a) each party must cover its own Losses; and
 - (b) Clauses 21.2(b) to 21.2(g) apply.
- 21.4 The following Clauses survive the termination or expiry of this Agreement, 1 (*Definitions and Interpretation*), 4 (*Intellectual Property Rights in Data and Materials*), 5 (*Intellectual Property Rights in Deliverables*), 6 (*Intellectual Property Indemnity*), 7 (*Termination or Expiry of Third Party Licences*), 12 (*Personal Data and Security*), 14 (*Audit and Review*), 17 (*Liability*), 19 (*Insurance*), 21 (*Consequences of Termination*), 23 (*Staff Transfer*), 24 (*Exit Management*), 26 (*Confidentiality*), 29 (*Tax*), 30 (*Third Party Rights*), 33 (*Waiver*), 34 (*Severance*), 35 (*Entire Agreement*), 37 (*Notices*), 38 (*Further Assurance*), 39 (*Dispute Resolution*), 40 (*Governing Law and Jurisdiction*), and any Clauses and Schedules which are expressly or by implication intended to survive termination or expiry.
- 22. FORCE MAJEURE**
- 22.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Agreement while the inability to perform continues, if it both:
- (a) provides a Force Majeure Notice to the other Party; and
 - (b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 22.2 Any failure or delay by Cranfield to perform its obligations under this Agreement that is due to a failure or delay by an agent, Subcontractor or supplier will only be considered a Force Majeure Event if that

third party is itself prevented from complying with an obligation to Cranfield due to a Force Majeure Event.

- 22.3 Either party can partially or fully terminate this Agreement if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

23. STAFF TRANSFER

- 23.1 It is not anticipated by the Parties that this Agreement or the arrangements envisaged under it will constitute a relevant transfer for the purpose of the Transfer Regulations.

- 23.2 If at any time, as a result of the performance of this Agreement, following the expiry or termination of this Agreement, in full or in part, rights and liabilities in respect of the contracts of employment or the contracts of employment themselves of any Cranfield Staff transfer or are alleged to transfer to Defra, or to a Replacement Supplier by virtue of the Transfer Regulations ("**Transferring Employee**"):

- (a) Cranfield may terminate or may procure that any Replacement Supplier terminates the employment of any such Transferring Employee; and
- (b) Cranfield shall indemnify and keep indemnified Defra and any Replacement Supplier against all Losses, incurred or suffered, including without limitation all legal expenses and other professional fees (altogether with any VAT thereon) in relation to:
 - (i) the employment and/or termination of employment of any such Transferring Employee;
 - (ii) any other act or omission of Cranfield or any Subcontractor to Cranfield, as applicable, in respect of such Transferring Employee; and
 - (iii) any and all other liabilities arising from the alleged application of the Transfer Regulations including, for the avoidance of doubt, any failure by the Cranfield or any Subcontractor to Cranfield to comply with any obligations regarding information and consultation pursuant to the Transfer Regulations.

- 23.3 A Replacement Supplier shall be entitled to enforce the indemnity set out in Clause 23.2 as a third party beneficiary under the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**") or Defra may, as agent or trustee, enforce such indemnity on behalf of the Replacement Supplier.

24. EXIT MANAGEMENT

The Parties shall comply with the provisions of Schedule 16 (*Exit Management*) and any current Exit Plan in relation to orderly transition of the Services to Defra or a Replacement Supplier.

25. VARIATION

- 25.1 Either Party can request a Variation to this Agreement which is only effective if agreed in writing, including where it is set out in the Variation Form, and signed by both Parties.

- 25.2 Cranfield must provide an Impact Assessment either:

- (a) with the Variation Form, where Cranfield requests the Variation; and
- (b) within the time limits included in a Variation Form requested by Defra.

- 25.3 If the Variation to this Agreement cannot be agreed or resolved by the Parties, Defra can either:

- (a) agree that this Agreement continues without the Variation; and

- (b) refer the Dispute to be resolved using Clause 39 (*Dispute Resolution*).
- 25.4 Defra is not required to accept a Variation request made by Cranfield.
- 25.5 Cranfield may only reject a Variation requested by Defra if Cranfield:
 - (a) reasonably believes that the Variation would materially and adversely affect the risks to the health and safety of any person or that it would result in the Deliverables being provided in a way that infringes any Applicable Law; or
 - (b) demonstrates to Defra's reasonable satisfaction that the Variation is technically impossible to implement and that the Specification does not state that Cranfield has the required technical capacity or flexibility to implement the Variation.
- 25.6 If there is a General Change in Law, Cranfield must bear the risk of the change and is not entitled to ask for an increase to the Charges.
- 25.7 If there is a Specific Change in Law or one is likely to happen during the Contract Period, Cranfield must give Defra notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or this Agreement and provide evidence:
 - (a) that Cranfield has kept costs as low as possible, including in Subcontractor costs; and
 - (b) of how it has affected Cranfield's costs.
- 25.8 Any change in the Charges or relief from Cranfield's obligations because of a Specific Change in Law must be implemented using Clauses 25.1 to 25.4.

26. CONFIDENTIALITY

- 26.1 For the purposes of this Agreement "**Confidential Information**" means any information that is directly or indirectly disclosed (however conveyed), by one Party ("**Disclosing Party**") to the other Party ("**Recipient**") whether before or after the Commencement Date would appear to a reasonable business person to be confidential and which relates to the business affairs of the Disclosing Party, including operations, processes, plans or intentions, developments, trade secrets, know how, design rights, market opportunities, or personnel, of the Disclosing Party, and all information derived from the above other than information:
 - (a) that was in the public domain at the time so disclosed (unless the information so disclosed was a compilation of such publicly available information in a form not previously known); or
 - (b) that passes into the public domain after it has been disclosed without the Recipient being in breach of any obligation of confidentiality; or
 - (c) that is given to the Recipient by a third party who is lawfully entitled to disclose it and has no duty to respect any right of confidence in the information; or
 - (d) that was already known (or had been independently generated) by the Recipient prior to its receipt or disclosure; or
 - (e) that the Parties agree in writing is not confidential.
- 26.2 During the Contract Period and thereafter for so long as each item of Confidential Information remains confidential by not falling within any one or more of limbs (a) to (e) (inclusive) of Clause 26.1 a Recipient of Confidential Information from a Disclosing Party will keep that information strictly confidential and will not use it or disclose it other than for the purposes of the proper performance of this Agreement, or with the prior written consent of the Disclosing Party.

- 26.3 Neither party will make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).
- 26.4 The Recipient shall be entitled to disclose the Disclosing Party's Confidential Information:
- (a) to its employees, officers, representatives and professional advisors ("**Permitted Recipients**") who need to know the Confidential Information for the purposes of performing a Party's obligations pursuant to this Agreement provided always that the Disclosing Party shall procure compliance with this Clause 26 by all Permitted Recipients; and
 - (b) to the extent that disclosure is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.
- 26.5 The Recipient acknowledges and agrees that damages alone may not be an adequate remedy for any breach, or threatened breach, of the confidentiality obligations set out in this Clause 26 and that the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief.

27. TRANSPARENCY AND FREEDOM OF INFORMATION

27.1 The Parties acknowledge that:

- (a) the Transparency Reports; and
- (b) the content of this Agreement, including any changes to this Agreement agreed from time to time, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by Defra,

(together the "**Transparency Information**") are not Confidential Information.

- 27.2 Notwithstanding any other provision of this Agreement, Cranfield hereby gives its consent for Defra to publish to the general public the Transparency Information in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted). Defra shall, prior to publication, consult with Cranfield on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.
- 27.3 Cranfield shall assist and co-operate with Defra to enable Defra to publish the Transparency Information, including the preparation of the Transparency Reports in accordance with Paragraph 1 of Schedule 9 (*Transparency Reports*).
- 27.4 If Defra believes that publication of any element of the Transparency Information would be contrary to the public interest, Defra shall be entitled to exclude such information from publication. Defra acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, Defra acknowledges that it will only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication it will provide a clear explanation to Cranfield.
- 27.5 Defra shall publish the Transparency Information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Agreement is being performed, having regard to the context of the wider commercial relationship with Cranfield.
- 27.6 Cranfield agrees that any information it holds that is not included in the Transparency Reports but is reasonably relevant to or that arises from the provision of the Services shall be provided to Defra on request unless the cost of doing so would exceed the appropriate limit prescribed under section 12 of the FOIA. Defra may disclose such information under the FOIA and the EIRs and may (except for Confidential Information (subject to Clause 26.4)) publish such information. Cranfield shall provide to

Defra within five (5) Business Days (or such other period as Defra may reasonably specify) any such information requested by Defra.

27.7 Cranfield acknowledges that Defra is subject to the requirements of the FOIA and the EIRs. Cranfield shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by Defra to enable Defra to comply with its obligations under the FOIA and EIRs;
- (b) transfer to Defra all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Business Days of receipt;
- (c) provide Defra with a copy of all information held on behalf of Defra which is requested in a Request For Information and which is in its possession or control in the form that Defra requires within five (5) Business Days (or such other period as Defra may reasonably specify) of Defra's request for such information; and
- (d) not respond directly to a Request For Information addressed to Defra unless authorised in writing to do so by Defra.

27.8 Cranfield acknowledges that Defra may be required under the FOIA and EIRs to disclose information consulting or obtaining consent from Cranfield. Defra shall take reasonable steps to notify Cranfield of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) Defra shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and EIRs.

28. ANTI-CORRUPTION AND MODERN SLAVERY

28.1 Cranfield must not during the Contract Period:

- (a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2) of the Public Contract Regulations 2015;
- (b) do or allow anything which would cause Defra, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

28.2 Cranfield must during the Contract Period:

- (a) ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
- (b) keep full records to show it has complied with its obligations under this Clause 28 and give copies to Defra on request; and
- (c) if required by Defra, within twenty (20) Business Days of the Commencement Date of this Agreement, and then annually, certify in writing to Defra, that they have complied with this Clause 28, including compliance of Cranfield Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

28.3 Cranfield must immediately notify Defra if it becomes aware of any Default of Clause 28.1 or has any reason to think that it, or any of Cranfield Staff, have either:

- (a) been investigated or prosecuted for an alleged Prohibited Act;

- (b) been debarred, suspended, proposed for suspension or debarment, or are otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
 - (c) received a request or demand for any undue financial or other advantage of any kind related to this Agreement; and
 - (d) suspected that any person or Party directly or indirectly related to this Agreement has committed or attempted to commit a Prohibited Act.
- 28.4 If Cranfield notifies Defra as required by Clause 28.3, Cranfield must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.5 If Cranfield is in Default under Clause 28.1 Defra may:
- (a) require Cranfield to remove any Cranfield Staff from providing the Services if their acts or omissions have caused the Default; and
 - (b) immediately terminate this agreement in accordance with Clause 20.2 and the consequences of termination in Clauses 21.2 shall apply.
- 28.6 In any notice Cranfield gives under Clause 28.3 it must specify the:
- (a) Prohibited Act;
 - (b) identity of the Party who it thinks has committed the Prohibited Act; and
 - (c) action it has decided to take.
- 29. TAX**
- 29.1 Cranfield must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. Defra cannot terminate this Agreement where Cranfield has not paid a minor tax or social security contribution.
- 29.2 Where the Charges payable under this Agreement are or are likely to exceed five million pounds sterling (£5,000,000) at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, Cranfield must notify Defra of it within five (5) Business Days including:
- (a) the steps that Cranfield is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
 - (b) other information relating to the Occasion of Tax Non-Compliance that Defra may reasonably need.
- 29.3 Where Cranfield or any Cranfield Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under this Agreement, Cranfield must both:
- (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - (b) indemnify Defra against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Services by Cranfield or any of Cranfield Staff.

29.4 If any of Cranfield Staff are Workers who receive payment relating to the Services, then Cranfield must ensure that its contract with the Worker contains the following requirements:

- (a) Defra may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 29.3(a), or why those requirements do not apply, Defra can specify the information the Worker must provide and the deadline for responding;
- (b) the Worker's contract may be terminated at Defra's request if the Worker fails to provide the information requested by Defra within the time specified by Defra;
- (c) the Worker's contract may be terminated at Defra's request if the Worker provides information which Defra considers is not good enough to demonstrate how it complies with Clause 29.3(a) or confirms that the Worker is not complying with those requirements; and
- (d) Defra may supply any information they receive from the Worker to HMRC for revenue collection and management.

30. THIRD PARTY RIGHTS

30.1 Any member of the Defra Group shall be entitled to enforce the provisions of Clauses 6 and 7 as a third party beneficiary under the CRTPA or Defra may, as agent or trustee, enforce such provisions or indemnities on behalf of that member of the Defra Group.

30.2 Save as otherwise set out in this Agreement, a person who is not a party to this Agreement shall have no right under the CRTPA to enforce any term of this Agreement. This Clause 30 will not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to CRTPA.

31. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and by the Parties as separate counterparts, but will not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts will together constitute one and the same Agreement.

32. ASSIGNMENT AND OTHER DEALINGS

32.1 Cranfield shall not assign, novate or deal in any way with all or any part of the benefit of, or its rights, obligations, liabilities or benefits under, the Agreement without the prior written consent of Defra.

32.2 Cranfield shall not sub-contract the performance of any of its obligations under the Agreement without the prior written consent of Defra, such consent not to be unreasonably withheld or delayed. Cranfield shall ensure that none of its Sub-Contractors sub-contract their obligations.

32.3 Defra may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement and/or any associated licences to:

- (a) any Crown Body; or
- (b) to a body other than a Crown Body (including any private sector body) which performs any of the functions that previously had been performed by Defra,

and the Supplier shall, at Defra's request, enter into an agreement in such form as Defra shall reasonably specify in order to enable Defra to exercise its rights pursuant to this Clause 32.3

33. WAIVER

- 33.1 The rights and remedies of each Party under, or in connection with, the Agreement may be waived only by express written notice to the other Party. Any waiver shall apply only in the instance, and for the purpose for which it is given.
- 33.2 No right or remedy under, or in connection with, the Agreement shall be precluded, waived or impaired by:
- (a) any failure to exercise or delay in exercising it;
 - (b) any single or partial exercise of it;
 - (c) any earlier waiver of it, whether in whole or in part; or
 - (d) any of the above in relation to any other right or remedy (be it of similar or different character).
- 33.3 The rights and remedies arising under, or in connection with, the Agreement are cumulative and, except where otherwise expressly provided in the Agreement, do not exclude any rights or remedies provided by law (including equitable remedies) or otherwise.

34. SEVERANCE

- 34.1 If any provision of the Agreement is or becomes illegal, invalid or unenforceable, in any respect:
- (a) it shall not affect or impair the legality, validity or enforceability of any other provision of the Agreement; and
 - (b) the Parties will use reasonable endeavours to negotiate in good faith with a view to replacing it with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.
- 34.2 If any illegal, invalid or unenforceable provision would be legal, valid or enforceable if some part of it were deleted, such provision shall apply with the minimum modifications necessary to make it legal, valid or enforceable.

35. ENTIRE AGREEMENT

- 35.1 The Agreement constitutes the entire agreement and understanding between the Parties in respect of its subject matter and supersedes any previous agreement, warranty, statement, representation, understanding, or undertaking (in each case whether written or oral) given or made before the Commencement Date by or on behalf of the Parties and relating to its subject matter.
- 35.2 Each Party confirms that it has not relied upon, and (subject to Clause 35.3) shall have no remedy in respect of, any agreement, warranty, statement, representation, understanding or undertaking made by any party (whether or not a party to the Agreement) unless that warranty, statement, representation, understanding or undertaking is expressly set out in the Agreement.
- 35.3 Nothing in the Agreement shall restrict or exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

36. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to create, or shall be construed as creating, a partnership or joint venture or legal relationship of any kind between the Parties that would impose liability upon one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other. Save

where expressly stated in the Agreement, neither party shall have authority or power to make representations, act in the name or on behalf of, or otherwise to bind, the other.

37. NOTICES

37.1 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:** [REDACTED]
[REDACTED]
[REDACTED]

(ii) **DEFRA:** [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]

37.2 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.

37.3 This Clause 37 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.

38. FURTHER ASSURANCE

Cranfield shall at the request of Defra do or procure the doing of all such further acts and execute or procure the execution (as a deed or otherwise) of all such documents as may from time to time be necessary in Defra's opinion (acting reasonably) to give full effect to the Agreement and to vest in Defra the full benefit of the assets, rights and benefits to be transferred to Defra under the Agreement.

39. DISPUTE RESOLUTION

39.1 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 39:

- (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 thirty (30) days of service of the Dispute Notice, the Category Lead of Environmental Good and Services (EG&S) 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 of Environmental Good and Services (EG&S) of Defra and Head of the School of Water Energy and Environment at Cranfield are for any reason unable to resolve the

Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the Deputy Head of Commercial of Defra and the Vice Chancellor of Cranfield who shall attempt in good faith to resolve the Dispute within thirty (30) days of it being referred to them; and

- (d) if the Deputy Head of Commercial of Defra and Vice Chancellor of Cranfield are for any reason unable to resolve the Dispute within thirty (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.

39.2 The Parties must attend the mediation as set out in Clause 39.1 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.

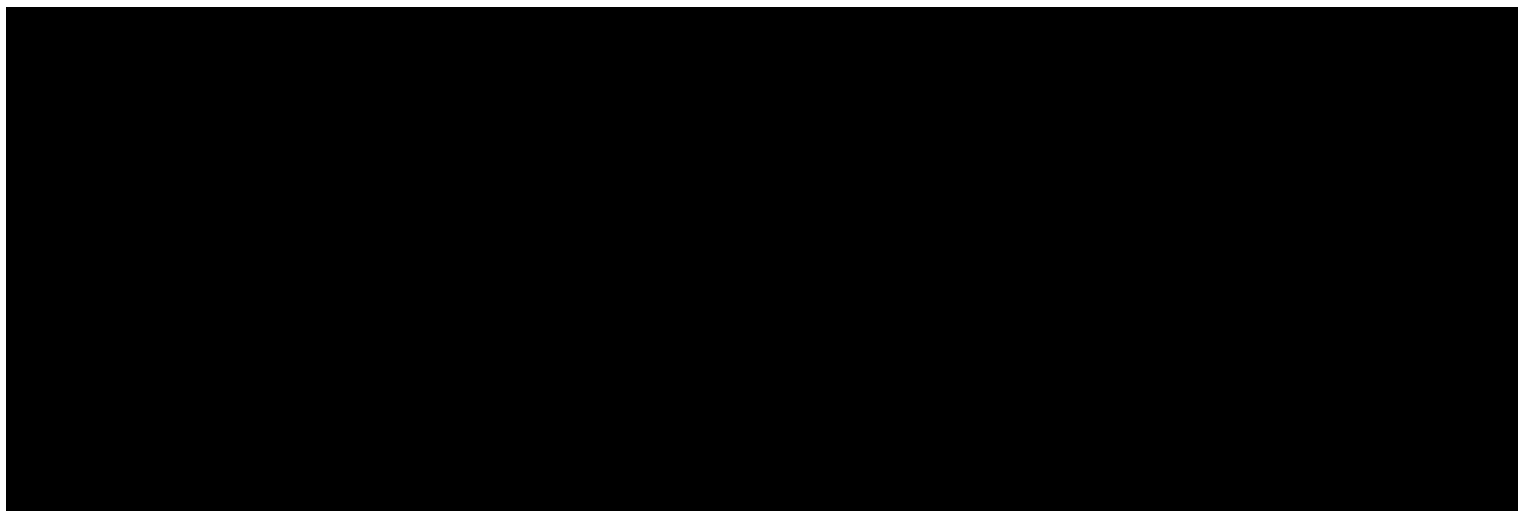
39.3 If a Dispute is not resolved within sixty (60) days after service of the ADR Notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of forty-five (45) days under Clause 39.1(d), or the mediation terminates before the expiration of the said period of forty-five (45) days under Clause 39.1(d), the Dispute shall be finally resolved by the courts of England and Wales in accordance with Clause 40.

40. GOVERNING LAW AND JURISDICTION

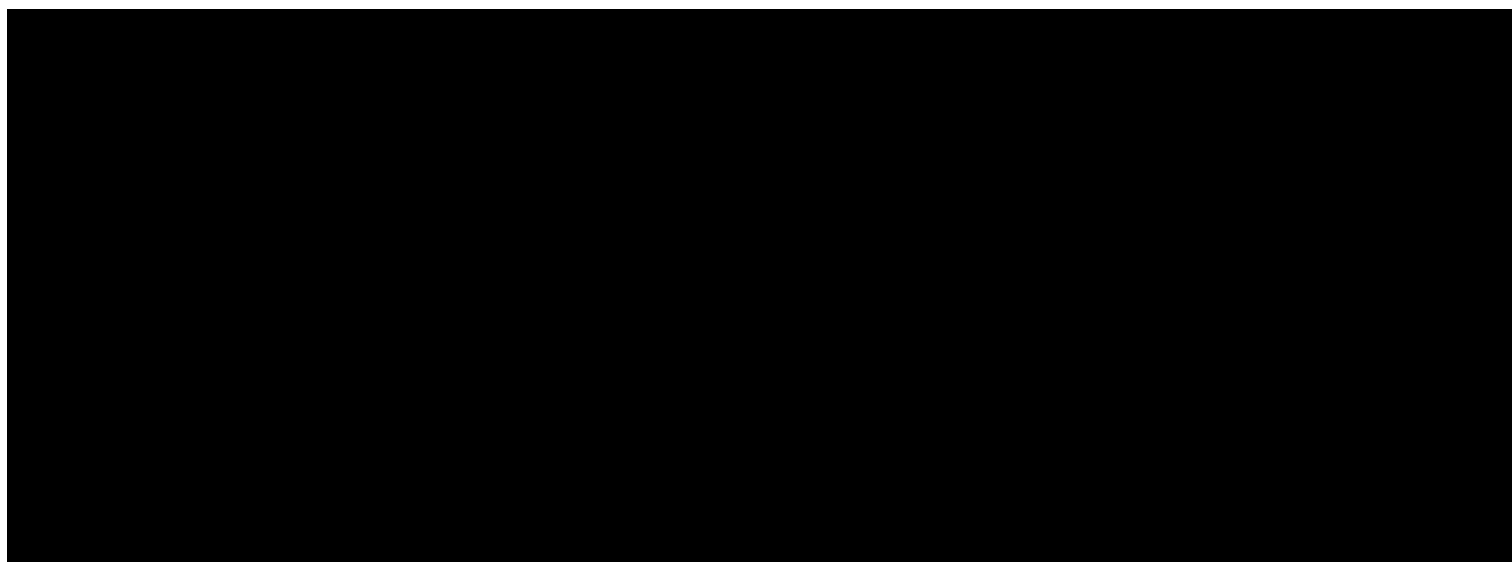
40.1 These Agreement non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

40.2 Subject to Clause 39, any Dispute arising out of or in connection with this Agreement or its subject matter or formation (including any non-contractual dispute or claim) shall be subject to the exclusive jurisdiction of the courts of England, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England for these purposes.

Signed for and on behalf of **THE SECRETARY OF STATE FOR THE ENVIRONMENT, FOOD AND RURAL AFFAIRS** by:



Signed for and on behalf of **CRANFIELD UNIVERSITY** by:



SCHEDULE 1 DEFINITIONS

1. In this Agreement, the following words and expressions have the following meanings:

Acceptance	means that Defra confirms in writing via a Milestone Acceptance Certificate, that the Acceptance Criteria has been fully satisfied in respect of the relevant Acceptance Tests and " Accept " and " Accepted " shall be construed accordingly;
Acceptance Criteria	means the criteria set in accordance with Paragraph 2 of Appendix 1 to Schedule 7 (<i>Transition</i>), to be satisfied to demonstrate that the Acceptance Tests have been successfully completed
Acceptance Testing	means the testing to be performed pursuant to Appendix 1 to Schedule 7 (<i>Transition</i>) and " Acceptance Testing " and " Acceptance Tests " shall be construed accordingly;
Achieve	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Milestone Acceptance Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
Additional Service Charges	means the Charges payable for the Additional Services;
Additional Services	means those additional Services ordered in accordance with Clause 11 (<i>Work Order Process</i>);
ADR Notice	a notice that either party wishes to commence alternative dispute resolution proceedings in accordance with Clause 39.1(d);
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Agreement	means these terms and conditions of this agreement which include the recitals, the attached schedules, appendices and annexes, together with any incorporated documents;
Applicable Laws	means all applicable laws, statutes, regulations and legislation from time to time in force;
Approval	the prior written consent of Defra and " Approve " and " Approved " shall be construed accordingly;
Audit	Defra's right to: (a) verify the accuracy of the Charges and any other amounts payable by Defra under an Agreement(including proposed or actual variations to them in accordance with this Agreement); (b) verify the costs of Cranfield (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services; (c) verify Cranfield's and each Subcontractor's compliance with Applicable Laws;

	(d) identify or investigate actual or suspected breach of this Agreement, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances Defra shall have no obligation to inform Cranfield of the purpose or objective of its investigations; (e) identify or investigate any circumstances which may impact upon the financial stability of Cranfield, and/or any Subcontractors or their ability to provide the Deliverables; (f) obtain such information as is necessary to fulfil Defra's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; (g) review any books of account and the internal contract management accounts kept by Cranfield in connection with this Agreement; (h) carry out Defra's internal and statutory audits and to prepare, examine and/or certify Defra's annual and interim reports and accounts; (i) enable the National Audit Office to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Defra has used its resources;
Auditor	(a) Defra's internal and external auditors; (b) Defra's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by Defra to carry out audit or similar review functions; and (f) successors or assigns of any of the above
Authorised End-user	means: a) a 'contracting authority' as defined in section 2 of the Procurement Act 2023 (but excluding Defra); b) any third party to whom Defra grants access to Data, provided that such third party shall not be in breach of the EULA where such third party is providing services to, or on behalf of, Defra for Defra's own internal use or provision (or delegation) of statutory obligations, and provided that such third party shall otherwise comply with the Restricted Access Data Requestor Terms; c) where applicable, a Restricted Access Data Requestor where an applicable Restricted Access Data Request has been approved in accordance with Clause 8 and provided that the Restricted Access

	Data Requestor is subject to the Restricted Access Data Requestor Terms; d)
Background IPR	means: (a) Intellectual Property Rights owned by the party before the Commencement Date, for example those subsisting in the party's IT systems/solutions, guidance and other documents, standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the party's know-how or generic business methodologies; and/or (b) Intellectual Property Rights created by the party independently of this Agreement;
Bespoke Software	means Software, other than the Cranfield Background IPRs, developed for Defra by Cranfield (and/or Cranfield's Sub-contractors) in the performance of Cranfield's obligations under the Agreement;
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;
Change in Law	any change in Applicable Law which impacts on the supply of the Deliverables and performance of this Agreement which comes into force after the Commencement Date;
Charges	the prices (exclusive of any applicable VAT), payable to Cranfield by Defra under this Agreement, for the full and proper performance by Cranfield of its obligations under this Agreement, including: a) the Operational Service Charges; b) the Milestone Payments; c) the Additional Service Charges (if any); and d) Termination Assistance Fees (if any);
Commencement Date	means the date of signature of this Agreement;
Comparable Supply	the supply of Deliverables to a Third Party that are the same or similar to the Deliverables;
Contract Year	means: (a) in respect of the first Contract Year, the period from the Transition Services Start Date until the Operational Services Start Date;

	(b) in respect of the second Contract Year, the period from the Operational Services Start Date until 31 March immediately following thereafter; and (c) thereafter, period of twelve (12) months from 1 April, and each anniversary thereof;
Controller	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Confidential Information	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of Defra or Cranfield, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
Contract Period	means, together, the Initial Term and, where applicable and where exercised, each of the First Renewal Term, Second Renewal Term, and Third Renewal Term, subject to earlier termination;
COTS Software or Commercial off the shelf Software	non-customised software where the IPR may be owned and licensed either by Cranfield or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms;
Cranfield Asset	all assets and rights used by Cranfield to provide the Deliverables in accordance with this Agreement but excluding the Defra Assets;
Cranfield Closure Day	any day, or period, 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 Equipment	Cranfield's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by Cranfield (but not hired, leased or loaned from Defra) in the performance of its obligations under this Agreement;
Cranfield Manager	the person appointed from time to time to manage the Data and Materials in respect of LandIS;
Cranfield Staff	all directors, officers, employees, agents, consultants, contractors or any other individual engaged, directly or indirectly, by Cranfield and/or of any Subcontractor engaged in the performance of Cranfield's obligations under this Agreement;
Cranfield System	the information and communications technology system used by Cranfield in supplying the Deliverables, including the Software, Cranfield Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Defra System);
Critical Service Level	means the performance standard set out against the relevant Service Levels as identified in Appendix 1 to Schedule 8 (<i>Service Levels</i>);

Critical Service Level Failure	has the meaning given to it in Schedule 8 (<i>Service Levels</i>);
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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
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;
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;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Protection Legislation	(i) the UK GDPR, (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all Applicable Laws about the processing of personal data and privacy; and (iv) (to the extent that it applies) the EU GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Detailed Transition Plan	the plan developed and revised from time to time in accordance with Paragraph 3 of Schedule 7;
Default	any breach of the obligations of Cranfield (including abandonment of this Agreement in breach of its terms) or any other default (including Material Default), act, omission, negligence or statement of Cranfield, of its Subcontractors or any Cranfield Staff howsoever arising in connection with or in relation to the subject-matter of this Agreement and in respect of which Cranfield is liable to Defra;
Defect	any of the following: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

	(c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of Defra or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Agreement ;
Defra Assets	Defra's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to Defra and which is or may be used in connection with the provision of the Deliverables which remain the property of Defra throughout the Contract Period;
Defra Authorised Representative	the representative appointed by Defra from time to time in relation to this Agreement;
Defra Data	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to Cranfield by or on behalf of Defra; and/or (ii) which Cranfield is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which Defra is the Controller;
Defra Group	means those non-ministerial departments, executive agencies, executive non-departmental public bodies and other arm's length bodies listed under the Department for Environment, Food & Rural Affairs from time to time listed on https://www.gov.uk/government/organisations ;
Defra Manager	has the meaning given to it in Clause 10.1(b);
Defra Premises	premises owned, controlled or occupied by Defra which are made available for use by Cranfield or its Subcontractors for the provision of the Deliverables (or any of them);
Defra Property	the property, other than real property and IPR, including the Defra System, any equipment issued or made available to Cranfield by Defra in connection with this Agreement;
Defra Software	any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of Defra or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Agreement;
Defra System	Defra's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by Defra or Cranfield in connection with this Agreement which is owned by or licensed to Defra by a third party and which interfaces with Cranfield System;
Deliverables	Goods, Services or software that may be ordered and/or developed under this Agreement including the Documentation;
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;
Disaster	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
Dispute	has the meaning given to it in Clause 39 (<i>Dispute Resolution</i>);
Dispute Resolution Procedure	the dispute resolution procedure set out in Clause 39 (<i>Dispute Resolution</i>);
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;
DPA 2018	The Data Protection Act 2018;
EIRs	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations;
End Date	the earlier of: (a) the expiry of the Initial Term, or the expiry of any Renewal Term if Defra exercise their right under Clause 2.2; or (b) the date of termination of this Agreement;
End User	means any end-user of the Data;
Escalation Meeting	means a meeting between Cranfield's Manager and Defra's Manager to address issues that have arisen during the Rectification Plan Process;
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
EULA	means the end user licence agreement set out in Schedule 6 (<i>EULA</i>);
Exit Plan	has the meaning given to it in Paragraph 4.1 of Schedule 16 (<i>Exit Management</i>);
Expected Service Levels	means the performance standard set out against the relevant Service Levels as identified in Appendix 1 to Schedule 8 (<i>Service Levels</i>);
First Renewal Term	has the meaning given to it in Clause 2.2;
Fix	means: (a) (as a noun) any files, fixes, patches, corrections or installation of replacement parts provided or to be provided in order to correct or fix the relevant Incident; and

	(b) (as a verb) to fix the relevant Incident on a permanent basis;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Crown body in relation to such Act;
Force Majeure Event	any event, circumstance, matter or cause affecting the performance by either Defra or Cranfield of its obligations arising from: (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under an Agreement; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of the Crown, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: (i) any industrial dispute relating to Cranfield, Cranfield Staff (including any subsets of them) or any other failure in Cranfield or the Subcontractor's supply chain; (ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and (iii) any failure of delay caused by a lack of funds, and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;
Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting Cranfield) or which affects or relates to a Comparable Supply;
Go Live	means the completion of Transition and the date on which the Portals and are active and accessible;
Go Live Milestone	means the Milestone by which Cranfield is to Go Live;

Good Practice	Industry	means the exercise of that degree of skill, diligence, prudence and foresight which, as at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced provider of the Services and complying with all Applicable Laws and codes of practice in the same type of undertaking and under the same or similar circumstances and observations;
Goods		goods made available by Cranfield as specified in Schedule 2 (<i>Specification</i>) and in relation to a Agreement;
Government		the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Government Data		any: (a) data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media; (b) Personal Data for which Defra is a, or the, Controller; or (c) any meta-data relating to categories of data referred to in (a) or (b), that: (i) is supplied to Cranfield by or on behalf of Defra; or (ii) that Cranfield is required to generate, Process, Handle, store or transmit under this Agreement;
Halifax Principle	Abuse	the principle explained in the CJEU Case C-255/02 Halifax and others;
Hosting Services		means the hosting of the LANDIS Database and the Portals by Cranfield in accordance with the terms of this Agreement;
ICT Environment		the Defra System and the Cranfield System;
ICT Policy		Defra's policy in respect of information and communications technology, which is in force as at the Commencement Date (a copy of which has been supplied to Cranfield), as updated from time to time in accordance with the Variation Procedure;
Information Commissioner		the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
Impact Assessment		an assessment of the impact of a Variation request by Defra completed in good faith, including: (a) details of the impact of the proposed Variation on the Deliverables and Cranfield's ability to meet its other obligations under this Agreement;

	(b) details of the cost of implementing the proposed Variation; (c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; (d) a timetable for the implementation, together with any proposals for the testing of the Variation; and (e) such other information as Defra may reasonably request in (or in response to) the Variation request;
Incident	means a P1 Incident, P2 Incident, P3 Incident or a P4 Incident (as the context requires);
Incident Tracking Startpoint	means: a) in respect of P1 Incidents and P2 Incidents, the earlier of: (a) the point at which Cranfield becomes aware or ought reasonably to be aware of the relevant Incident, and (b) the point at which Cranfield receives notification of such Incident from an End-User regarding the same Incident; and b) in respect of a P2 Incidents and P4 Incidents, the time at which Cranfield receives notification of such an Incident from an End-User;
Initial Term	has the meaning given to it in Clause 2.1;
Insolvency Event	with respect to any person, means: (a) that person 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; (b) that person commences negotiations with one (1) or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one (1) or more of its creditors or takes any step to obtain a moratorium pursuant to section 1A and schedule A1 of the Insolvency Act 1986 other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person; (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

	(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where that person is a company limited by shares or guarantee: (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person; (ii) 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 filed at court or given or if an administrator is appointed, over that person; (iii) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Intellectual Property Rights or IPR	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
Invoicing Requirements	means those requirements set out in Annex 2 to Schedule 13 (<i>Charges and Milestone Payments</i>);
IPR Claim	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by Cranfield (or to which Cranfield has provided access) to Defra in the fulfilment of its obligations under this Agreement;
Key Subcontractor	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of Defra performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or

	(c) with a Sub-Contract with this Agreement value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement, and Cranfield shall list all such Key Subcontractors in Schedule 18 (<i>Key Subcontractors</i>);
LandIS	Data pertaining to the soil of England and Wales and associated environmental themes outlined in the materials and datasets list within Schedule 1 (<i>Definitions</i>) (including all Intellectual Property Rights therein);
LandIS Database	means the database in which LandIS is stored;
Licensing Services	means those services provided by Cranfield in accordance with Clause 8;
Losses	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
Maintenance Release	means a release of the LandIS Database or either Portal which corrects faults, adds functionality or otherwise amends or upgrades the LandIS Database or either Portal but which does not constitute a New Version;
Maintenance Services	means the maintenance services described in Paragraphs 3 and 4 of Schedule 3 (<i>Operational Services</i>);
Malicious Code	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Manipulate	to organise, combine (including by intersecting or merging), summarise (including by interpolation or rasterization) or aggregate the Raw Data or New Raw Data (in each case wholly or in part) with other data or information (which may include Raw Data, New Raw Data, Manipulated Data and/or Derived Data) or to adapt the Raw Data or New Raw Data (in each case wholly or in part), and Manipulation shall be interpreted accordingly;
Manipulated Data	any data which has been Manipulated, but excluding any Derived Data;
Material Default	a single serious Default or a number of Defaults or repeated Defaults (whether of the same or different obligations and regardless of whether such Defaults are remedied);
Materials	the soil samples, maps, plans, publications, field records and other physical assets comprised in LandIS;
Milestone	an event or task described as such in the Transition Plan;
Milestone Acceptance Certificate	means a certificate issued by Defra when Cranfield has satisfied the relevant Acceptance Criteria in respect of a Milestone;

Milestone Date	the target date set out against the relevant Milestone in the Transition Plan by which the Milestone must be Achieved;
Milestone Payments	means the charges payable to Cranfield upon Acceptance of each Milestone, in accordance with Paragraph 2 of Schedule 13 (<i>Charges and Milestone Payments</i>);
Minimum Service Levels	means the performance standard set out against the relevant Service Levels as identified in Appendix 1 to Schedule 8 (<i>Service Levels</i>).
Modification	means any Maintenance Release or New Version;
New Raw Data	means primary quantitative and empirical data collected during soil survey and laboratory exercises for the purpose of the enhancement of the existing LandIS Datasets and which is not comprised in LandIS as at the Commencement Date;
New Version	means any new version of the LandIS Database or any Portal which from time to time is publicly or non-publicly marketed, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product;
Occasion of Tax Non-Compliance	where: (a) any tax return of Cranfield submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging Cranfield under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which Cranfield was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or (b) any tax return of Cranfield submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a civil penalty for fraud or evasion;
Open Access Portal	means the portal developed by Cranfield and by which End-users may access the Open Data;
Open Data	means those Data designated as such in Part 2 of Schedule 4 (<i>LandIS Datasets</i>);
Open Licence	the open licence terms applied to the Open Data, as set out in Part 1 of Schedule 5 (<i>Applicable Licence Terms</i>);

Operational Service Charge	means the charges payable in consideration for the Operational Services, as set out in Schedule 13 (<i>Charges and Milestone Payments</i>);
Operational Services	means the: a) Hosting Services; b) Standard Operational Services; c) Maintenance Services; and d) Licensing Services;
Operational Services Start Date	means the date on which the Operational Services commence following the completion of Transition;
Original LandIS Agreement	means the agreement entered into between the Parties on 11 October 2023 in respect of LandIS;
Outline Transition Plan	means the high-level transition plan prepared by Cranfield and which is set out in Appendix 2 to Schedule 7 (<i>Transition</i>);
Personal Data	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Personal Data Breach	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Portal Background IPR	means Cranfield Background IPR accessible through and hosted on the Portals, but which is not Open Data or Restricted Access Data;
Portals	means the Open Access Portal and the Restricted Access Data Portal (either together, or singularly, as the context dictates);
Processing	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires, and "Process" shall be construed accordingly;
Prohibited Act	(a) to directly or indirectly offer, promise or give any person working for or engaged by Defra or any other public body a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or (c) committing any offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or

	(ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud Defra or other public body; or (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
P1 Incident	means a failure or unavailability of a Service element or enabling systems that are relied upon to deliver the Service elements that in the opinion of Defra either: a) constitutes a loss of the Service; b) has a critical impact on the activities of Defra; c) causes significant financial loss and/or disruption to Defra; d) results in any material loss or corruption of Defra Data; e) constitutes a security breach which has the potential to cause the degradation of Services for all users or recipients of the Services; f) is a critical breach of network security; and/or g) causes or is likely to cause significant reputational impact to Defra and/or severely damages or is likely to damage public confidence in the Government.
P2 Incident	means a failure or partial/full unavailability (or significant risk of such unavailability) of a Service element or enabling systems that are relied upon to deliver the Service elements that in the opinion of Defra either: a) is a loss of functionality or a reduction in performance of a Service element which does not render the Service element unavailable but which reduces the productivity of a business group of end users, or the ability to access or receive the Services; b) has a major (but not critical) adverse impact on the activities of Defra and no workaround acceptable to Defra is available.
P3 Incident	The Incident has affected a business process in such a way that certain functions are unavailable to End Users or a system or service is degraded, including: a) Reputational Impact - Potential or actual minor reputational impact to a limited number of localised service users b) Regulatory Impact (Regulators & ESH&Q) - Minor regulatory impact c) Operational Impact (Ability to Perform) - Large numbers of non-business users impacted for more than several hours. Small/medium number of business users impacted.
P4 Incident	The Incident has little impact on normal business processes and can be handled on a scheduled basis, including: a) Reputational Impact - No potential or actual reputational impact b) Regulatory Impact (Regulators & ESH&Q) - No regulatory impact

	c) Operational Impact (Ability to Perform) - Minimal or no impact. Negligible or low numbers of users impacted.
Rate Card	means the rate card set out in Annex 1 to Schedule 13 (<i>Charges and Milestone Payments</i>);
Raw Data	the primary quantitative and empirical data first collected during soil survey and laboratory exercises comprised in LandIS;
Rectification Plan	Cranfield's plan (or revised plan) to rectify its breach which shall include: (a) full details of the Default that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Default; and (c) the steps which Cranfield proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
Rectification Plan Process	the process set out in Clause 16;
Relevant Requirements	all Applicable Laws relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
Relevant Authority Tax	HMRC, or, if applicable, the tax authority in the jurisdiction in which Cranfield is established;
Renewal Term	means any of the First Renewal Term, Second Renewal Term or Third Renewal Term;
Replacement Deliverables	any deliverables or services which are substantially similar to any of the Deliverables or Services and which Defra receive in substitution for any of the Deliverables or Services, whether those goods are provided by Defra internally and/or by any third party;
Replacement Supplier	any third party provider of replacement services equivalent, or substantially similar, to the Services appointed by or at the direction of Defra from time to time or where Defra is providing Replacement Deliverables for its own account, shall also include Defra;
Request for Information	a Request for Information under the FOIA or the EIRs;
Resolve	means in relation to an Incident, to: (a) Fix the Incident; or (b) only if it is extremely difficult or commercially unviable to Fix the Incident, to provide a Work-around for the Incident in accordance with the Service Levels, provided that Cranfield shall be obliged to continue to investigate and Fix the Incident ("Resolved" and "Resolution" shall be construed accordingly);

Response	means a response from Cranfield to Defra in relation to an Incident, this can be an acknowledgement of the Incident and shall include the nature of the Incident, the impact on End-users (including Defra), the number of End-users affected, the actions being undertaken to implement a Fix for the Incident, any Work-around being applied, and any further information reasonably requested by Defra;
Response Time	means the time it takes Cranfield to Respond, determined in accordance with the 'Response Time' Service Levels;
Restricted Access Data	means those Data and Materials designated as such in Part 2 of Schedule 4 (<i>Landis Datasets</i>);
Restricted Access Data Licence	means those licence terms set out in Part 2 of Schedule 5 (<i>Applicable Licence Terms</i>);
Restricted Access Data Portal	means the portal developed by Cranfield and by which Authorised End-Users are able to access the Restricted Access Data;
Restricted Access Data Request Form	means the request form developed as part of the Transition Plan through which third parties may request access to the Restricted Access Data;
Restricted Access Data Requestor	has the meaning given to it in Clause 8.1;
Restricted Access Data Requestor Terms	means those agreed terms set out in Schedule 5Part 2 of Schedule 5 (<i>Applicable Licence Terms</i>);
Required Action	the action Defra will take and what Deliverables it will control during the Step-In Process;
Second Renewal Term	has the meaning given to it in Clause 2.2;
Security Management Plan	Cranfield's security management plan prepared pursuant to Schedule 10 (<i>Security Requirements</i>);
Security Policy	Defra's security policy in force as at the Commencement Date (a copy of which has been supplied to Cranfield), as updated from time to time and notified to Cranfield;
Security Requirements	the Security Requirements as outlined in Schedule 10 (<i>Security Requirements</i>);
Service Levels	means those service levels set out in Schedule 8 (<i>Service Levels</i>);
Service Level Failure	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
Service Period	means a calendar month, save that: (a) the first service period shall begin on the first Operational Services Start Date and shall expire at the end of the calendar month in which the first Operational Services Start Date falls; and

	(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
Services	means, together, the Transition Services and the Operational Services;
Sites	any premises (including Defra Premises, Cranfield's premises or third party premises) from, to or at which: (a) the Deliverables are (or are to be) provided; or (b) Cranfield manage, organise or otherwise direct the provision or the use of the Deliverables; (c) those premises at which any Cranfield Equipment or any part of the Cranfield System is located (where ICT Services are being provided);
Software	means computer programs in object code or source code together with any technical information and documentation necessary for the use of such programs and shall include the Bespoke Software, the Third Party Software, Cranfield's Software (which is Background IPR) and the COTS Software;
Specific Change in Law	a Change in Law that relates specifically to the business of Cranfield and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Commencement Date;
Specification	the specification set out in Schedule 2 (<i>Specification</i>);
Standard Operational Services	means those services set out in Paragraph 2 of Schedule 3 (<i>Operational Services</i>);
Step-In Process	the process set out in Clause 17 (<i>Step-In Rights</i>);
Step-In Trigger Event	the occurrence of any of the following: (a) Cranfield's level of performance constituting a Critical Service Level Failure; (b) Cranfield committing a Material Default which is irremediable; (c) where a right of termination is expressly reserved in this Agreement; (d) an Insolvency Event occurring in respect of Cranfield; (e) a Default by Cranfield that is materially preventing or materially delaying the provision of the Deliverables or any material part of them; (f) Defra considers that the circumstances constitute an emergency despite Cranfield not being in breach of its obligations under this Agreement; (g) Defra being advised by a regulatory body that the exercise by Defra of its rights under Clause 17 is necessary;

	(h) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Deliverables; and/or (i) a need by Defra to take action to discharge a statutory duty;
Step-Out Plan	Cranfield's plan that sets out how Cranfield will resume the provision of the Deliverables and perform all its obligations under this Agreement following the completion of the Step-In Process;
Sub-Contract	any contract or agreement (or proposed contract or agreement), other than this Agreement, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
Subcontractor	any person other than Cranfield, who is a party to a Sub-Contract and the servants or agents of that person;
Term	the period commencing on the Commencement Date and ending on the expiry of the Initial Term or any Renewal Term(s) or on earlier termination of this Agreement;
Termination Assistance	the activities to be performed by Cranfield pursuant to the Exit Plan, and other assistance required by Defra pursuant to the Termination Assistance Notice;
Termination Assistance Fees	has the meaning given to it in Paragraph 5 of Schedule 16 (<i>Exit Management</i>);
Termination Assistance Period	the period specified in a Termination Assistance Notice for which Cranfield is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 7.1(b) of Schedule 16 (<i>Exit Management</i>);
Termination Assistance Notice	has the meaning given to it in Paragraph 7 of Schedule 16 (<i>Exit Management</i>);
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Test Issue	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Agreement;
Tests and Testing	any tests required to be carried out pursuant to Schedule 7 (<i>Transition</i>) and "Tested" shall be construed accordingly;
Third Party	means any person or entity which is not a party to the Agreement;

Third Party Licence	has the meaning given to it in paragraph 1 of schedule 3 to the Original LandIS Agreement;
Third Party Owner	means a third party which owns any of LandIS;
Third Party Software	software which is proprietary to any third party or any open source software which in any case is, will be or is proposed to be used by Cranfield for the purposes of providing the Deliverables;
Third Renewal Term	has the meaning given to it in Clause 2.2;
Transfer Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
Transition Deliverables	means those Deliverables that are generated as an output of the Transition Services;
Transition Plan	means plan developed by the Supplier in accordance with Paragraph 3 of Schedule 7 (<i>Transition</i>);
Transition Services	means the Services that relate to Schedule 7 (<i>Transition</i>);
Transition Services Start Date	means the start of Transition, as set out in the Transition Plan;
Transparency Reports	means those reports set out in Appendix 1 to Schedule 9 (<i>Transparency Reports</i>)
UK GDPR	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
Unresolved	means, in relation to an Incident, that such Incident is not Resolved;
Variation	means a variation to this Agreement;
Variation Form	the form set out in Schedule 14 (<i>Variation Form</i>);
Variation Procedure	the procedure set out in Clause 25 (<i>Variation</i>);
VAT	means United Kingdom value added tax under the Value Added Tax Act 1994, any other tax imposed in substitution for it;
Work-around	means an interim measure for a finite period which: (a) does not Fix the Incident; (b) is acceptable to the Licensee; (c) avoids the repetition of Incident; and means that End-Users are still able to access the LandIS Database and use the Portals with as little inconvenience as is reasonably practicable;
Worker	any one of the Cranfield Staff which Defra, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees)

	(https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables.
Work Order	means a work order for the provision of Additional Services by Cranfield to Defra, substantially in the form set out in Schedule 15 (<i>Proforma Work Order</i>);
Work Order Process	means the process set out in Clause 11 (<i>Work Order Process</i>).

2. In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) references to "**Sub-Clauses**" and "**Clauses**" are to sub-clauses and clauses of this Agreement;
- (c) references to "**Schedules**" are, unless otherwise provided, references to the schedules of the Agreement and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- (d) references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- (e) references to persons include individuals, trusts, partnerships, unincorporated bodies, government entities, companies and/or corporations (in each case whether or not having separate legal personality);
- (f) 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;
- (g) clause headings do not affect the interpretation of this Agreement; and
- (h) references to legislation (including any subsidiary legislation) include any modification or re-enactment thereof.

SCHEDULE 2 SPECIFICATION

1. Summary

- 1.1 Prior to this Agreement, the Land Information System (LandIS) Contract between Cranfield University (CU) and Defra set out how Cranfield charged for access to datasets and restricted how those datasets could be used. Those datasets broadly encompass:
 - 1.1.1 The platform which is owned and hosted by Cranfield for the provision of National Soil Map (NATMAP)
 - 1.1.2 National Soil Inventory (NSI) and soil attribute data (SOILSERIES & HORIZON), and its supplementary databases (broadly: the LandIS platform data).
- 1.2 Due to the licencing arrangements in the LandIS Contract, the utility of key data for Defra and its non-departmental public bodies' for developing soil and land use related policy is restricted. These data sets are considered the best available sources of national soil information.
- 1.3 Pursuant to the LandIS Contract, Crown Users were granted royalty-free access to LandIS, and this was also available to charities and research institutions. However, non-Crown Users such as the Environment Agency and Natural England, and other non-departmental public bodies, private individuals, consultants, and businesses did not have royalty-free, or otherwise unrestricted access to this data. Such restrictions significantly hamper the use of this LandIS soil data more widely. Most significantly, the LandIS Contract limits how Defra can use these data sets to further its policy objectives.
- 1.4 The LandIS licensing terms are viewed as restrictive and therefore stifle innovation in the public, private and research sectors. Widening licensing terms and access to certain LandIS datasets will simplify these arrangements and allow greater sharing of raw data and manipulated data to benefit the programmes outlined in 1.5.1 below. This is certain to offer a long-term value for money benefit relative to individual licence costs for access to the data sets over time.
- 1.5 Defra and Cranfield University will work towards making the majority of this data openly available. This will be available via the Open Licence. Schedule 4 Part 2 details the open access datasets]. Application of the Open Licence will:
 - 1.5.1 allow anyone to access to key datasets, including land managers, farmers, planners, and partner organisations to support major 25 Year Environment Plan (25YEP) initiatives as well as Environment Land Management (ELMS), Nature Recovery Network, Local Nature Recovery Strategies, Agricultural Land Classification (ALC), Natural Capital and Ecosystem Assessment (NCEA) Programme, and also contribute to Net Zero work; and
 - 1.5.2 unlock research and innovation in the tertiary research and private sectors.
- 1.6 For further background information on LandIS, refer to Annex 1.

2. Objectives

- 2.1 The Open Access LandIS Portal will make access to National Soil Map (NATMAP), National Soil Inventory (NSI) and soil attribute data (SOILSERIES & HORIZON), and its supplementary data bases (broadly: the LandIS platform) subject to the Open Licence.
- 2.2 To ensure Cranfield have completed the necessary IT upgrades within their organisation to complete the project and to make the data open source. This includes:
 - 2.2.1 Developing LandIS portals which:
 - a) allow full access and download for specific LandIS datasets for use by Crown Body users. These datasets can be used internally by these users with derived outputs being owned by such users. On request these datasets will also be made available to Authorised End Users in the Private Sector; and
 - 2.2.2 allows any person access, view and download the Open Data and use it in accordance with the terms of the Open Licence;

- 2.2.3 Developing a National Soil Map viewer allowing public open access and download for specific LandIS datasets with no restrictions on use.
- 2.2.4 Procuring and or updating physical IT infrastructure to support both aforementioned objectives. This will include the infrastructure listed in Cranfield's proposal.
- 2.3 Management and ownership of the LandIS Data will be kept in the current LandIS ownership form. Cranfield and Defra will take all steps necessary to apply the Open Licence to those data sets which are agreed to be "Open Data".
- 2.4 This specification will set out:
 - 2.4.1 Data to which the Open Licence will apply (the 'Open Data')
 - 2.4.2 Data which is in-scope for Restricted access (the 'Restricted Access Data')
 - 2.4.3 Set out the ambition to lift restrictions on Restricted Access Data, which will eventually move to from being Restricted Access Data to Open Data
 - 2.4.4 Service requirements for the ongoing running of the contract, including Operational Services and Maintenance Services of the databases and materials

3. Requirements

- 3.1 The parties wish to change licensing arrangements for Data from the current arrangement to making certain datasets:
 - 3.1.1 accessible using the Open Licence, or
 - 3.1.2 accessible to Crown Body Users, and on request Authorised End Users in the Private Sector, and

The parties have identified the subsets of data and categories into which each of these data sets should belong. This is set out in **Schedule 4 Part 2**.
- 3.2 The below requirements apply in order to give effect to the changes to the licensing applicable to the datasets.
 - 3.2.1 **LandISOA:** Initial phase developing a data platform, making agreed OA datasets available online (soil maps and associated analytical data).
 - 3.2.2 **Operational and Maintenance services of LandIS materials and data:** Continue to supply maintenance and preservation services (staff and physical infrastructure for archive) in accordance with the specification set out in Schedule.
- 3.3 Defra wishes to have the following reporting requirements:
 - 3.3.1 The records of which datasets have been accessed most frequently.
 - 3.3.2 The records of which user (name and organisation) has accessed each dataset.
 - 3.3.3 Cranfield will report on User Satisfaction. User satisfaction is in relation to the portal and the usage of the portal. This does not include usage of the data. Cranfield will be responsible for responding to queries and complaints on user satisfaction. Cranfield should make Defra aware of any complaints related to usage of the data. A complaints policy will be available.
- 3.4 The parties have identified the following functionality requirements:
 - 3.4.1 Cranfield will support requests with login details to the portal, but will not support requests for help in use of the data.
 - 3.4.2 Users will be required to make an account (Username and Password) to access the databases. Cranfield will manage this process.
 - 3.4.3 The Portal will have two different access requirements; one for Open Access which will be based off the current LandIS page ([LandIS - Land Information System - Cranfield Environment Centre](#)). Cranfield University will ensure that this is a self-service process,

allowing for download of the data thereafter. The Public Body Data will be accessed via request to the Portal to ensure only Authorised End Users are accessing the data.

- 3.4.4 Cranfield will provide a guidance/manual document on how to access the data/use the Portal. This document will not include information on how to use the data.
- 3.5 Throughout Transition, the Parties will work collaboratively to identify key functionality requirements for each of the Portals. There will be different stages to this, including: identification of the requirements (e.g. specifications/design of the Portals), build of the requirements, test of the requirements and go-live. Each of these will be linked to milestone dates and payment dates.

4. Future Opportunities

Multiple further opportunities exist for the ongoing LandIS platform, which would require future ringfenced investment.

- 4.1 **LandISMonitor:** Development of national soil monitoring portal, bringing together additional OA soil datasets
 - 4.1.1 **Phase 1** updates LandISOA with data currently being collected by Defra and associated ALBs. Becomes one stop shop for OA soil data.

Impact: Updates LandIS data with current soil information from ongoing gov monitoring schemes and strengthens CU-government joint venture supporting key environmental policy areas. Creates opportunity for R&D collaboration in academic and commercial sectors
 - 4.1.2 **Phase 2** Dashboard development highlighting key properties and trends
 - 4.1.3 **Phase 3** Advanced data and modelling system that can integrate other forms of OA spatial data (e.g. from private sector orgs, levy boards – note recent proposal to AHDB for farm scale monitoring). Produces near real-time assessments of soil for national reporting, policy development and support.
- 4.2 **National Soil Inventory** (soil monitoring and archive)
 - 4.2.1 **National Soil Inventory+**
 - a) **New data from archived soil samples:** Create new data by measuring new properties and indicators (eg eDNA, PFAS) from archived soil materials. Enable hindcasting of soil indicators that were not collected in the original monitoring of NSI.
 - b) **Resample of National Soil Inventory (NSI):** Provides a key national baseline that can be compared with historical samples to identify long term trends.
 - 4.2.2 **National Soil Archive+**
 - a) Complete refresh of the National Soil Archive offering digital and physical exploration of collections and materials. Developing funding proposals for collection digitisation (e.g. through crowdsourcing, citizen science and engagement) and outreach programmes.

Annex 1 – Background to LandIS

1. Background

- 1.1 The National Soil Map of England and Wales (NATMAP) was created to give non-soil scientists the evidence needed to understand and manage land-based risks and opportunities. It commenced during the 1970s, originally using data collected by the Soil Survey of England and Wales (collected between 1939-1987) and was funded by government as part of the Agriculture and Food Research Council. On privatisation, in 1987, this became the Soil Survey and Land Research Centre (providing data from 1987-2006), and then the National Soils Research Institute under the Cranfield Soil and Agrifood Institute at Cranfield University, where it currently sits. Cranfield maintains all the published and unpublished paper soil reports and maps for England and Wales, and markets and licences the digital soil information. The LandIS reference site holds these data sets; its creation was funded by Government, but it is operated by Cranfield.

- 1.2 [REDACTED]

- 1.3 Defra and Cranfield University (CU) jointly own NATMAP. Cranfield University holds this data, which was collected by or is derived from that of the Soil Survey of England and Wales (SSEW). Cranfield has waived its absolute claim to own the data following its transfer from SSEW in 1989 and acknowledges Defra retains some ownership, an understanding that is embodied in a formal agreement (the LandIS Agreement), in which Defra provides financial support for maintenance and access to the soil data via a LandIS contract. Cranfield developed the LandIS®, the “Land Information System”, as an information system operated by the CU, designed to contain soil and soil-related information for England and Wales including spatial mapping of soils at a variety of scales, as well as corresponding soil property and agro-climatological data. The system provides data access to Crown institutions without payment of a royalty. This covers HM Government Departments, but not Non-Departmental Public Bodies (NDPBs) such as the Countryside Council for Wales (CCW), Environment Agency (EA), English Heritage (EH) and Natural England (NE), who pay annual fees (£77K per annum per NDPB) for access to such data. These organisations licence full national soils datasets and accordingly can instruct their subcontractors to use the soils data on their behalf.
- 1.4 LandIS is recognised as an important resource across Defra, ALBs, other public sector organisations and environmental non-governmental organisations (ENGOS). Natural England uses the data to produce models for revised soil maps. Data from LandIS has been previously used by the Welsh Government to develop its Predictive Agricultural Land Classification Map.

2. Description of existing assets

- 2.1 LandIS is the result of the significant investment in strategic national, regional and large-scale mapping undertaken by the Soil Survey of England and Wales by both Cranfield University, the Welsh Government and Defra. There is widespread need within Defra and Non-Departmental Public Bodies (Natural England and the Environment Agency) for the removal of licensing restrictions currently in place. Defra have provided budget for the removal of current licencing barriers to the soil data. Defra view this investment as an opportunity to unlock further opportunities around current soil monitoring schemes run by Defra in England and Wales, in which it is seeking a strategic partner through which to make new soil data available and a long-term repository for soils currently being sampled. They have identified LandIS as a possible digital environment through which to store and make current soil data available. Section 2.2 (below) details the infrastructure and service delivery model to support Defra.

- 2.2 The information Cranfield holds is the best detailed information on soils currently available as it comes from intensive national ground surveys across England and Wales. LandIS holds a vast body of recorded environmental information including the flagship National Soil Map (NATMAP), representing national coverage of soil information, and the National Soil Inventory (NSI) soil monitoring database. The LandIS databanks also contain over 300 county, regional and national publications, multiple specialist and farm survey mapping, over 250,000 point observation records and over 10,000 soil profile pit descriptions. The holdings are both physical (in the forms of soil samples, maps, publications, field descriptions) as well as their digital representation in the form of data holdings. The physical and digital assets are stored in a state-of-the-art building, with a co-investment (£2,000,000) by the University in the facilities in 2017. LandIS holdings can broadly be divided in two key holdings;
- 2.3 **The National Soil Map:** a digital 1:250,000 scale polygon (Vector) map of England and Wales, and its constituent physical map sheets, showing the locations of the 297 distinct soil associations wherever they occur within the countries. Within each of the soil associations are multiple soil series, which allows a direct association with series-based, non-spatial SOILSERIES tabular data.
- 2.4 **The National Soil Inventory:** The National Soil Inventory (NSI) profile samples and data is a spatial, 6,127 point sample dataset located on a 5km grid across England and Wales. The original soil sampling was from around 1980 and there with resampling in the mid-1990s. The NSI contains measurements of over 20 elements from the soils, in addition to pH, as well as texture over the top 0-15 cm of soil.

3.

3.1

[REDACTED]

3.2

[REDACTED]

3.3

[REDACTED]

3.4

[REDACTED]

[REDACTED]

SCHEDULE 3 OPERATIONAL SERVICES

Part 1 The Operational Services

1. In consideration of the Operational Service Charges payable by Defra to Cranfield, Cranfield shall supply, the following Operational Services:
 - (a) the Hosting Services;
 - (b) the Standard Operational Service;
 - (c) the Maintenance Services.
2. The Standard Operational Service shall be provided during Business Hours and shall include:
 - (a) an online help desk to provide first-line technical support to End-users of the Data, where End-users will log an Incident and Cranfield shall provide a Response in accordance with the relevant Service Levels
 - (b) such services described in Section B of Part 2 to this Schedule 3;
 - (c) providing access to the Materials in respect of Defra and any Authorised End-user whereby Cranfield shall provide such access within ten (10) Business Days, or a later date (where agreed with the requestor), of a request being received, provided that access to the Materials shall be provided in accordance with Cranfield's then-current terms of access as notified to Defra or such Authorised End-user.
3. As part of the Maintenance Services, Cranfield shall:
 - (a) provide such services during Business Hours;
 - (b) provide those services further described in Section A of Part 2 to this Schedule 3;
 - (c) from time to time issue Maintenance Releases to Resolve Incidents in accordance with the Service Levels;
 - (d) issue Modifications as and when required by way of a Fix or Work-around; and
 - (e) supply to Defra of all revisions to the Documentation which are necessary in order to reflect any Modification.
4. In relation to the Maintenance Services, if a P4 Incident is to be corrected in a forthcoming Maintenance Release within a reasonable period of time (which shall be no longer than five (5) Business Days from the relevant Incident Tracking Startpoint), then Cranfield shall not be required to adhere to the relevant P4 Incident Resolution Service Level (provided that where the P4 Incident is not Resolved in accordance with this Paragraph, Cranfield shall be deemed to be in breach of the relevant P4 Incident Resolution Service Level).
5. Cranfield may, on prior notice to Defra, make changes to the Standard Operational Services, provided such changes do not have any material adverse effect on Defra, End-users, or any of their business operations.
6. As part of the Hosting Services, Cranfield shall host LandIS:
 - (a) in accordance with the Specification; and
 - (b) so as to meet or exceed the applicable Service Levels.

Part 2 Details of the Standard Operational Services

Section A Maintenance Services

1. Storage of the LandIS Materials in a secure, easily accessible repository.
2. Development of LandIS and the Portals in ways that meets the needs of current and future End-users.
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
5. Archiving, curation, and translation of Materials.
6. Data curation, Manipulation and interpretation of the Data and Materials.

Section B Standard Operational Services

1. Curate and where necessary repair any existing material in LandIS.
2. Digital capture and conversion of physical material in LandIS to a useable digital format.
3. Translate historical material to contemporary standards to ensure its current usefulness and future utility.
4. Provision of information, advice, support and data supply service, such as:
 - (a) Web services made available utilising WMS/WFS where appropriate.
 - (b) Support of spatial web-based tools for selecting and extracting data for areas of interest.
 - (c) 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.
 - (d) Provision of free access to selected personalised soil reports via the Soil Site Reporter (login with institutional email).

SCHEDULE 4 LANDIS DATASETS

Part 1 Ownership of Intellectual Property Rights in Data and Materials

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 2Field 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] 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 fiat 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]

Part 2 Access proposals in respect of each of the LandIS Datasets

Datasets which are to be Open Data	Datasets which are to be Restricted Access Data	Data which is not Open Data or Restricted Access Data but which shall be covered under the Operational Services
1.2 NATMAPvector	3.2 Soil series hydrological and agronomic properties	1.1 NATMAP (Materials)
1.3 NATMAP1000, NATMAP2000, NATMAP5000 gridded data	4.1. 5km gridded Climatology data for Agricultural Land Classification	2.9 NSI Physical Soil Samples (Materials)
1.4 National Soil Map (NATMAP) Legend and Associations	4.2 1 km and 5 km gridded agroclimatic data	3.3. Soil series HOST (due to third party data from JHI, Met Office) (excluding UKCEH Data)
1.5 Soilsapes	4.3. Field Capacity Zone map (vectorised from 1km gridded data)	3.5 Soil series risk properties
2.1 NSI Field record cards (all digitised)	4.4. 5km gridded UKCP09 climate projection data	5.1 Physical soil samples from soil pits (Materials)
2.2 NSI Laboratory Analysis – Original analyses (Total P, K, Mg, Al, Ba, Ca, Fe, Na, Sr, Cd, Cr, Cu, Pb, Ni, Zn, Organic Carbon)	4.5. T200 Climate Station and Temperature data	5.2 Soil Pits Profile descriptions (Materials)
2.3 NSI Laboratory Analysis – Original analysis (Extractable Cd, Co, Cu, Pb, Ni, Zn, Mn)	5.3 Soil Pits Laboratory Analysis	6.1 Auger bore cards (Materials)
2.4 2.4 NSI Laboratory Analysis – Original analyses (Extractable P, Mg, K, soil pH)	5.4 Soil Pits Analyses of Hydrological properties	6.4 Older record formats (Materials)
2.5 NSI Laboratory Analysis – Original analyses Additional Elements (As, Hg, Se, V, F)	6.2 Digitised auger bore records	7.1 Store of books for sale (Materials)
2.6 NSI Laboratory Analysis – Original analysis Texture	8.2 Scanned and digitised copies of detailed map sheets	7.2 Scanned copies of selected technical monographs
2.7 NSI Resurvey of selected sites (1997- 2003)	10.4. Interpreted maps Wetness class	7.3 ebooks
2.8 NSI Magnetic analyses		8.1 Store of published maps (Materials)
3.1 Soil series Definition (TM 14/17)		9.1 Farm Surveys (Materials)
3.4. Standardised soil series fundamental and hydraulic properties		9.2 Scanned farm maps

Datasets which are to be Open Data	Datasets which are to be Restricted Access Data	Data which is not Open Data or Restricted Access Data but which shall be covered under the Operational Services
3.6. World Reference Base international soil classification		
6.3. Digitised auger bore records MAFF projects		
10.1. Interpreted maps Topsoil and Subsoil Texture		
10.2. Interpreted maps Carbon Stock		
10.3. Interpreted maps Available Water		
10.5. Interpreted maps World Reference Base international soil classification		

SCHEDULE 5 APPLICABLE LICENCE TERMS

Part 1 OPEN LICENCE TERMS

1. The Parties hereby agree that, in accordance with Clause 4.1, the following terms shall apply to those Data and Materials which are Open Data.
2. The Parties shall grant to any user a worldwide, royalty-free, perpetual, non-exclusive licence to use the Open Data, which shall include the right for users to:
 - a) copy, publish, distribute and transmit the Open Data;
 - b) adapt the Open Data;
 - c) exploit the Open Data commercially and non-commercially for example, by combining it with other data, or by including it in your own product or application,provided that users:
 - d) acknowledge the source of the Open Data in their product or application by including or linking to any attribution statement specified by Defra or Cranfield and, where possible, provide a link to this licence;
 - e) where Defra or Cranfield do not provide a specific attribution statement, use the following:

Data originated from the Cranfield University, Land Information System LandIS® Portal [source data file name or report including publication date] as an open licence [year of data access]; and
 - f) if using Open Data from several providers and listing multiple attributions is not practical in your product or application, you may include a URI or hyperlink to a resource that contains the required attribution statements.
3. Where any users fail to comply with conditions set out in (d) – (f) above, the rights granted to users under the Open Licence terms will end automatically.
4. The Open Licence does not grant users any right to use the Open Data in a way that suggests any official status or that Defra and/or Cranfield endorse use of the Open Data.
5. The Open Data is licensed 'as is' and Cranfield and Defra exclude all representations, warranties, obligations and liabilities in relation to the Open Data to the maximum extent permitted by law.
6. Cranfield and Defra shall not be liable for any errors or omissions in the Open Data and shall not be liable for any loss, injury or damage of any kind caused by its use. Neither Cranfield nor Defra guarantee the continued supply of the Open Data.

Part 2 RESTRICTED ACCESS DATA LICENCE TERMS

The Parties hereby agree that, in accordance with Clause 4.1, the following terms shall apply to those Data and Materials which are Restricted Access Data:

1. The Parties grant to any Authorised End-user a royalty-free, personal licence to access and use the Restricted Access Data for your Internal Business Or Personal Purposes (being purposes related solely to the day to day internal business administration activities and the day to day running of the Authorised End-user's business and/or organisation or by an individual solely for their own private purposes, including academic study, personal research, or educational development), provided that Authorised End-users:

- (a) must not publish, disseminate, transmit or otherwise make Restricted Access Data available to any third party;
- (b) must not commercially exploit the Restricted Access Data; and
- (c) may create Derived Data from the Restricted Access Data, with all Intellectual Property Rights in such Derived Data automatically vesting in the Authorised End-user without restriction.

SCHEDULE 6 EULA

END USER LICENCE

PLEASE READ CAREFULLY BEFORE USING THE PLATFORM AND ACCESSING THE DATA

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**you**" and "**yours**") and Cranfield University (RC000151) of College Road, Cranfield, MK43 0AL ("**Cranfield**") (1) and the Department for Environment, Food & Rural Affairs of 2 Marsham Street, London, SW1P 3DW ("**Defra**") (2) ("**we**", "**us**", "**our**") for the use of the Data on the Platform (all as defined below).

Subject to the rights of third parties in any of the Data, we license use of the Data (in each case by Cranfield and/or Defra, as applicable) to you on the basis of this EULA.

IMPORTANT NOTICE:

- BY CLICKING THE "ACCEPT" BUTTON YOU ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. WE MAY AMEND THESE TERMS FROM TIME TO TIME. EVERY TIME YOU USE THE PLATFORM PLEASE CHECK YOU HAVE READ AND UNDERSTOOD THESE TERMS.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU WILL NOT BE GRANTED ACCESS TO THE PLATFORM OR DATA.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the EULA capitalised terms shall have the meaning given to them in this Clause 1 and as otherwise determined in the EULA:

"**Data**" means any data, content, records, images, photographs, illustrations, icons, text, video, audio, written materials, software or other content contained within, and made available by, the Platform, including, without limitation, analysis, output and results created, produced or generated by the Platform (whether or not incorporated into a Report);

"**Data Protection Laws**" means (i) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4) of the DPA 2018), (ii) the Data Protection Act 2018, (iii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), (iv) any other data protection or privacy legislation in force from time to time in the United Kingdom; and (iv) to the extent applicable, the data protection or privacy laws of any other country.

"**Derived Data**" means Data or Content (wholly or in part) Manipulated to such a degree that it:

- (a) cannot be identified as originating or deriving directly from the Data and cannot be reverse-engineered such that it can be so identified; and
- (b) is not capable of use substantially as a substitute for the Data.

"**End User(s)**" means any third party who is permitted to use the Platform and Data, subject always to agreeing to the terms of the EULA;

"**Intellectual Property**" means any and all copyright, "moral" rights, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, the right to sue for passing off, utility models, domain names and all similar rights and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;

- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing.

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

"Open Licence" means the open licence terms applicable to Public Data set out in Clauses 3.1 to 3.2;

"Platform" means the software platform and interface found online at <http://www.landis.org.uk> whether accessed by the Internet via a mobile application, mobile device or other electronic device;

"Privileged User" means a user who has been granted access to the Restricted Data by either Cranfield or Defra;

"Public Data" means Data which is freely available on the Platform;

"Public User" means a user accessing only the Public Data.

"Raw Format" means any of the Data in its original "as provided" raw format before it has been altered, questioned or Manipulated in any way or before it has been used in a Report;

"Restricted Data" means Data which is made available to Privileged Users in accordance with clause;

"Restricted Licence" means the restricted licence terms applicable to Restricted Data set out in Clauses 3.3 to 3.4;

"Report" means any report produced by you (in any format) created, produced or generated as part of your use of the Platform and/or Data;

"User" means you (as an organisation or individual) or any other person who is granted access to the Platform, Data and Content (whether a Registered User or Company User), in accordance with this EULA.

1.2 The terms of this EULA apply to the Data and use of the Platform including any updates or supplements to the Data or Platform, unless they come with separate terms, in which case those terms apply.

1.3 In this EULA (unless the content requires otherwise):

- (a) the words "including", "include", "for example", "in particular" and words of similar effect shall not be deemed to limit the general effect of the words which precede them and "including", "include" and "for example" shall be construed to have the words but not limited to following them;
- (b) reference to any agreement, contract, document or deed shall be construed as a reference to it as varied, supplemented or novated from time to time;
- (c) reference to a party shall be construed to include its successors and permitted assigns or transferees;
- (d) words importing persons shall include natural persons, bodies corporate, un-incorporated associations and partnerships (whether or not any of them have separate legal personality);
- (e) words importing the singular shall include the plural and vice versa;
- (f) the headings are all for reference only and shall be ignored when construing the EULA;
- (g) references to a clause, schedule, paragraph, appendix or annex are references to the clause, schedule, paragraph, appendix or annex of, or to, this EULA; and

- (h) reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and rules and regulations which are made under it and any subsequent re-enactment or amendment of the same.

2. YOUR LICENCE TO USE THE DATA

- 2.1 In consideration of you agreeing to abide by the terms of this EULA, we (in each case Cranfield and/or Defra, as applicable) grant to you a worldwide, royalty-free, non-exclusive licence to use the Data in accordance with the provisions of clause 3 (*Use of the Data*) below.
- 2.2 We may update and change the Platform from time to time to reflect changes to products, users' needs and Data accessibility.

3. USE OF THE DATA

Open Licence

- 3.1 In respect of Public Data, you are free to:
 - (a) copy, publish, distribute and transmit the Public Data;
 - (b) adapt the Public Data;
 - (c) exploit the Public Data commercially and non-commercially for example, by combining it with other data, or by including it in your own product or application.
- 3.2 You must acknowledge the source of the Public Data in your product or application by including or linking to the following attribution statement:

Data originated from the Cranfield University, Land Information System LandIS® Portal [source data file name or report including publication date] as Public Data [year of data access], subject to the Open Licence

and, where possible, provide a link to this EULA.

Restricted Licence

- 3.3 If you are a Privileged User, in respect of Restricted Access Data you:
 - (a) are granted a royalty-free, personal licence to access and use the Restricted Access Data for your Internal Business Or Personal Purposes;
 - (b) must not publish, disseminate, transmit or otherwise make it available to any third party;
 - (c) must not commercially exploit the Restricted Access Data; and
 - (d) may create Derived Data from the Restricted Access Data. Any Derived Data created by you shall be subject to clause 5 (*Intellectual Property Rights*) and you may use such Derived Data in any manner you determine.
- 3.4 You must acknowledge the source of the Restricted Access Data in your product or application by including or linking to the following attribution statement:

Data originated from the Cranfield University, Land Information System LandIS® Portal [source data file name or report including publication date] as Restricted Access Data [year of data access], subject to the Restricted Licence

and, where possible, provide a link to this EULA.

General

- 3.5 Clauses 3.1 to 3.4 are important conditions and if you fail to comply with them the rights granted to you under this EULA will end automatically.
- 3.6 The licences granted under clauses 3.1 to 3.4 do not grant you any right to use the Data in a way that suggests any official status or that we endorse you or your use of the Data.
- 3.7 We have the right at any time and without notice to access your account and to monitor your use of the Platform and/or Data to ensure compliance with the terms of this EULA.
- 3.8 Some Restricted Access Data may include Personal Data (as defined in the Data Protection Laws) which is subject to Cranfield's Privacy Policy, found at: <https://www.cranfield.ac.uk/governance-and-policies/policies-and-regulations/privacy-policy>.

4. USE OF THE PLATFORM ITSELF

- 4.1 Your access to, and use of, the Platform and Data shall be limited in accordance with your User type:
- (a) Public Users – public users will be able to access, view and download Public Data on the Platform (in accordance with the terms of this EULA);
 - (b) Privileged Users – Privileged Users will have those rights associated with Public Users in addition to being granted access to Restricted Access Data. In order to become a Privileged User you must request access from Cranfield following the instructions set out at <https://www.landis.org.uk/access>.
- 4.2 You shall:
- (a) not modify, add to or enhance the Platform;
 - (b) not copy the Platform (or any part of it);
 - (c) not disassemble, decompile, reverse-engineer, study or test the functioning of the Platform except and to the extent that such restriction is prohibited under English law;
 - (d) not to make alterations to, or modifications of, or interfere with, the whole or any part of the Platform, nor permit the Platform or any part of it to be combined with, or become incorporated in, any other programs;
 - (e) not attempt to gain unauthorised access to the Platform, the server on which our site is stored or any server, computer or database connected to our site;
 - (f) not permit, conduct, facilitate or authorise any test or data mining or web-scraping in relation to the Restricted Access Data contained on the Platform;
 - (g) not use the Platform:
 - (i) in respect of or in connection with a criminal offence under the applicable national laws or regulations or against public order or applicable ethical standards and codes;
 - (ii) in any way which causes or is intended to cause annoyance, inconvenience or needless anxiety;
 - (iii) in any way which is abusive, harmful, threatening or defamatory or any other way that may cause offence;

- (iv) in any way that could be harmful to either Cranfield's or Defra's (or any of its third party licensors) systems or data (including uploading any material that otherwise contains a virus or other Malicious Code);
- (v) in any way which breaches or could potentially breach a legal duty to a third party (including a duty of confidentiality) or which infringes or could potentially infringe a person's right to privacy;
- (vi) in any way which promotes discrimination or is likely to incite hatred;
- (vii) in any way which may infringe the Intellectual Property Rights of third parties or which promotes any unlawful act.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that all Intellectual Property Rights in the Platform and Data belong to us or our licensors (as applicable), that rights in the Platform and Data are licensed (not sold) to you, and that you have no rights in, or to, the Platform or Data other than those rights granted in accordance with the terms of this EULA.
- 5.2 Where you create any Derived Data using the Data, all Intellectual Property Rights in those Derived Data shall vest automatically in you.

6. WARRANTIES

- 6.1 The Platform is provided free of charge. We have used reasonable skill in providing the Platform and the Data to you for your use in accordance with this EULA. However, we make no representations or warranties of any kind that the use of the Platform or Data will be uninterrupted, error-free or available at all times. The Data and Content is provided "as is" and may contain bugs and errors and the Platform may occasionally be unavailable in whole or in part due to technical maintenance or interruptions in communications. We shall not be liable for any consequences of any such bugs/errors or technical disruptions on the Platform, including without limitation any resulting loss or distortion of any Data. We may suspend or withdraw or restrict the availability of all or any part of the Platform and/or Data for business and/or operational reasons at any time. We will try to give you reasonable notice of any suspension or withdrawal through Platform notices.

You acknowledge that the Data has been compiled using third party and publicly available data sources of which we do not have control, and as such:

- (a) we do not provide any warranty that the Data is accurate, complete or up to date, and
 - (b) the Data has therefore not been extracted or developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Data meet your requirements.
- 6.2 The Data are provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Data.
 - 6.3 To the maximum extent permitted by applicable law, we hereby disclaim all warranties, terms and conditions, either implied or statutory in relation to the Platform and Data.

7. LIMITATION OF LIABILITY

- 7.1 Nothing in this EULA shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; and any other liability that cannot be excluded or limited by law.

- 7.2 Subject to clause 7.1, neither Defra nor Cranfield shall be liable to you for any:
- (a) loss of profits;
 - (b) loss of reputation;
 - (c) loss of goodwill;
 - (d) loss of business;
 - (e) loss or of corruption of data; or
 - (f) special, indirect or consequential losses, or damages.
- 7.3 Subject to clauses 7.1 and 7.2, our total aggregate liability arising out of or in connection with this EULA shall not exceed £1.
- 7.4 You agree to indemnify and keep us indemnified from and against any and all Losses which we may sustain or incur out of or in connection with:
- (a) any misuse of the Data by you; or
 - (b) any breach you by of the terms of this EULA.
- 7.5 For the purpose of this clause 7.4(a), "Losses" shall mean all incurred losses, liabilities, damages, costs, claims, demands, actions, proceedings, orders and expenses (including legal fees) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties (and any tax thereon).
- 8. TERMINATION**
- 8.1 We may, in our sole discretion, if we consider you are in breach of this EULA:
- (a) immediately suspend or revoke your access to the Platform; or
 - (b) suspend or revoke your access to any or all of the Data,
- in each case at any time without prior notice to you and without the need to give you reasons for such revocation, termination or suspension.
- 8.2 On revocation of access to the Platform or Data for any reason all rights granted to you under this EULA shall cease (and in the case of partial revocation of access to Data, in respect of such Data) and you must immediately cease all activities authorised by this EULA, including your use of the Data.
- 9. COMMUNICATION BETWEEN US**
- 9.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail at landis@cranfield.ac.uk. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 9.2 If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your registration for the Platform.
- 10. ADDITIONAL TERMS**
- 10.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence. You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

- 10.2 This EULA and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that in entering into this Licence you do not rely on and 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 EULA or any document expressly referred to in it.
- 10.3 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 10.4 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 10.5 This EULA is subject to the laws of England and Wales. We both irrevocably agree that any disputes under this EULA shall be settled under the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 7 TRANSITION

1. Introduction

1.1 This Schedule sets the process for Transition from the services being provided under the Original LandIS Agreement to the Operational Services which shall include:

- (a) the application of the Open Licence to the Open Data;
- (b) the application of the Restricted Licence to the Restricted Access Data;
- (c) the implementation of necessary IT infrastructure to facilitate and make available the Open Data and Restricted Access Data; and
- (d) the design, build, testing and Go-Live of the Portal containing dedicated areas for each of the Open Data and Restricted Access Data.

2. Performance of Transition Services

2.1 Cranfield shall:

- (a) provide the Transition Services and the Transition Deliverables in accordance with the Transition Plan and, in any event, so as to achieve the Milestones by the Milestone Dates;
- (b) perform such other tasks and provide such other outputs as are required to achieve the Milestones by the Milestone Dates, and so that Cranfield is ready to perform the Services in accordance with the terms of this Agreement from the Go Live Milestone(s); and
- (c) perform the activities described in Paragraphs 2.1(a) and 2.1(b) causing only minimal and non-adverse impact to Defra and its other service providers.

2.2 Subject to Paragraph 2.1, Cranfield is solely responsible for effecting the Transition Services and for being in a position to provide the Services in accordance with the terms of this Agreement from the Go Live Milestone(s).

3. Transition Plan

3.1 The Parties shall comply with the Outline Transition Plan set out in Appendix 2.

3.2 Within ten (10) Business Days of the Transition Services Start Date, Cranfield shall propose to Defra a Transition Plan that builds upon the Outline Transition Plan, and describes in detail how it will affect the Transition ("**Draft Detailed Transition Plan**").

3.3 The Draft Detailed Transition Plan shall be considered a Transition Deliverable and will be subject to Paragraph 3 of Appendix 1.

3.4 Once the Draft Detailed Transition Plan has been Accepted by Defra it shall constitute the Transition Plan and shall, subject to Paragraph 3.5, supersede and replace the Outline Transition Plan.

3.5 The Draft Detailed Transition Plan shall not alter any Milestone Date, Go Live Milestone or impose any obligations on Defra or give rise to any further dependencies or assumptions in excess of those set out in this Agreement, and any attempt to do so shall be void and deemed not incorporated into the Detailed Transition Plan.

3.6 The Parties will comply with their respective obligations set out in the Transition Plans.

3.7 Any changes to the Transition Plan must be agreed between the Parties.

3.8 Cranfield shall promptly notify Defra if it reasonably believes it will not be able to meet its obligations under this Schedule.

4. Achievement of Milestones

4.1 Acceptance and approval of the Transition Services, the Transition Deliverables and Cranfield's readiness to Go Live will be conducted in accordance with Appendix 1 to this Schedule.

4.2 If Cranfield does not achieve a Milestone by its Milestone Date, then (without prejudice to any other remedy Defra may have under this Agreement):

- (a) Cranfield shall follow the Rectification Plan Process; and
- (b) Defra may withhold payment of any Milestone Payment until such time as the Transition Deliverables are capable of Acceptance and Defra has issued a Milestone Acceptance Certificate; or
- (c) where the delay is in excess of 30 days, Defra shall be entitled to terminate this Agreement for Material Default in accordance with clause 20.2(e).

APPENDIX 1 APPROVALS AND ACCEPTANCE

1. Introduction

- 1.1 This Appendix specifies the processes for the approval and Acceptance of the Transition Services, and the manner in which Cranfield's readiness to Go Live will be assessed.
- 1.2 The approval and Acceptance processes set out in this Appendix apply to the Transition Services, in respect of which Cranfield's readiness to provide the Services and the quality of the associated Transition Deliverables will be assessed by Defra ("**Transition Acceptance Process**").
- 1.3 The Transition Acceptance Process consists of a number of phases and Milestones at the end of each phase, together with a final Milestone to signify:
 - (a) the completion of the Transition Acceptance Process; and
 - (b) Go Live.
- 1.4 Where Defra is to conduct a test, Cranfield shall promptly and at no cost to Defra provide such assistance and information as Defra reasonably requests.

2. Agreement of Acceptance Criteria

- 2.1 The Parties will use all reasonable endeavours to agree the Acceptance Criteria by the end of the "Design" phase.
- 2.2 In the absence of any agreement by the end of the timescales identified in Paragraph 2.1, the Acceptance Criteria will be reasonably determined by Defra so as to assess Cranfield's compliance with the requirements of this Agreement and, where applicable, its ability to perform the Services in accordance with the terms of this Agreement.

3. General provisions relating to the approval of Documentary Deliverables

- 3.1 The provisions of this Paragraph 3 shall apply to any documentary Transition Deliverables created by Cranfield in the course of the performance of the Transition Services and in establishing its readiness to provide the Services.
- 3.2 Cranfield will promptly provide documentary Transition Deliverables to Defra as they are produced, and shall further provide Defra with reasonable prior notice of when Defra will be receiving them for the purposes of review and approval. Defra will review a documentary Transition Deliverable to ascertain whether it complies with the Acceptance Criteria or otherwise that it is reasonably acceptable to Defra.
- 3.3 Unless otherwise specified in the Transition Plan, Defra shall have twenty (20) Business Days to approve the documentary Transition Deliverable or to notify Cranfield of any failure of the documentary Transition Deliverable to meet the relevant Acceptance Criteria. If Defra rejects a documentary Transition Deliverable, Cranfield will promptly amend, at no cost to Defra, the documentary Transition Deliverable so as to take into account any amendments reasonably required by Defra and/or so as to meet the requirements of this Agreement and re-issue the amended documentary Transition Deliverable to Defra for review, in which case the provisions of this Paragraph 3 shall re-apply.
- 3.4 If the Transition Deliverable complies with the applicable Acceptance Criteria, Defra will notify Cranfield in writing that it approves the Transition Deliverable.

4. Phases and Milestones

4.1 The phases and the Milestones at the end of each of the phases in relation to the Transition Acceptance Process are:

Milestone No.	Phase	Milestone(s)	Milestone Date/Go Live Milestone
1	IT Infrastructure and inception	Inception meeting	29 September 2025
2	Portal Specification	Production of a report on Portal specification	30 November 2025
3	Portal Design and Build	- Production of Portal high level design and architecture - Portal build - Portal Alpha testing - Written progress report	31 January 2026
4	Removal of licence restrictions	Application of Open Licence and Restricted Access Data Licence to Open Data and Restricted Access Data datasets.	1 March 2026
5	Portal Test (Beta, Acceptance Readiness Testing)	- Conducting workshops and user group engagement meetings - Portal Beta testing (including technology readiness testing, security testing, business continuity/failover testing, main process testing and quality testing) - Production of Guidance Manual/Documentation - Parallel Running	23 March 2026
6	Go-Live	- Successful parallel running - User acceptance testing	31 st March 2026

4.2 At the end of each of these phases, the Parties shall hold a review meeting. The review meeting shall assess the status of completion and the quality of Cranfield's activities relevant to the completion of the end of the phase, together with an assessment as to whether the associated Milestone has been Achieved and should be Accepted by Defra.

4.3 Cranfield will endeavour to provide the material it is obliged to provide in respect of the review meetings five (5) days prior to the scheduled review meeting but in any event shall provide such information to the other Party not less than forty-eight (48) hours before the relevant meeting. The information and material

that Cranfield is always obliged to provide in respect of each review meeting shall include summary information relating to each Transition Deliverable relating to that Milestone and a report on status of achieving applicable criteria and recommended next steps.

- 4.4 At each review meeting, all Transition Deliverables (including those previously approved by Defra) shall be subject to Acceptance by Defra. In this respect, Cranfield shall ensure that, prior to the relevant review meeting, Defra shall have received all of the relevant Transition Deliverables so that Defra is in a position to advise Cranfield whether it is prepared to Accept those Transition Deliverables and the Milestone and move into the next phase.
- 4.5 Defra shall issue a Milestone Acceptance Certificate when Cranfield has satisfied the relevant Acceptance Criteria and such Milestone Acceptance Certificate shall indicate that Acceptance of the relevant Transition Deliverables and Milestone has been achieved.

5. Cranfield's Own Testing

- 5.1 Cranfield shall perform such tests as it reasonably determines are necessary to satisfy itself that Defra should commence the performance of the Acceptance Testing in relation to the Go Live Milestone.
 - 5.2 As a minimum, Cranfield shall perform the following tests:
 - (a) The Portal URL website shall be confirmed operational and the Portal online.
 - (b) All specified Data (Data for Open Access Data) shall be confirmed visible, search selectable and otherwise accessible in the Portal.
 - (c) A geographical representation of the specified Open Data or Restricted Access Data shall be confirmed available in the Portal.
 - (d) All specified Open Data or Restricted Access Data may be confirmed downloadable from the Portal.
 - (e) The Open Licence and Restricted Access Data Licence (as applicable) shall be confirmed available governing the conditions of access to the specified Data.
 - (f) A review of the system security will be performed by Cranfield to ensure appropriate measures are in place, including the protection of personal data.
 - (g) User operations in the Portal shall be confirmed to be supported through appropriate documentary help materials. A systems guide shall also provide an architectural overview.
 - 5.3 Cranfield shall give Defra reasonable notice of the dates and times at which it will perform these tests and will permit Defra and any Third Party appointed by it to attend at the performance of these tests.
 - 5.4 Cranfield will provide the results of its tests to Defra prior to commencement of the Acceptance Testing relating to the Go Live Milestone.
- ## **6. Completion of the Transition Acceptance Process**
- 6.1 The Transition Acceptance Process will be completed when the Go Live Milestone is Accepted by Defra.
 - 6.2 The Go Live Milestone shall only be achieved when Cranfield has successfully completed the Service Readiness Tests in a pre-Production Environment, and the results are Accepted by Defra.
 - 6.3 The Parties will use all reasonable endeavours to agree the Service Readiness Tests by the end of the Design phase, and failing agreement the relevant Service Readiness Tests shall be those reasonably determined by Defra so as to assess whether Cranfield is ready to start performing the Services in a live environment. Notwithstanding that Defra may have approved or Accepted elements of the Transition

Services prior to the performance of the Service Readiness Tests, Defra may as part of the testing of the Go Live Milestone, re-perform such elements of the Acceptance Tests as it considers reasonably appropriate. If any elements fail the Acceptance Tests, Cranfield shall promptly remedy the defects and resubmit them for testing.

6.4 The tests to be performed to assess whether Cranfield is ready to provide the Services in a live environmental state as a minimum and in the absence of any agreement between the Parties to the contrary, include:

- (a) technology readiness testing;
 - (b) security testing;
 - (c) business continuity/failover testing;
 - (d) main process scenario testing;
 - (e) end-user testing;
 - (f) hand-off testing;
 - (g) quality of transaction testing;
 - (h) the tests and activities described in this Schedule; and
 - (i) parallel running, as described in Paragraph 7,
- (together, **Service Readiness Tests**).

7. Parallel Running

7.1 At Defra's option, Cranfield will conduct a parallel run of the Services as part of the Acceptance Testing relating to the Go Live Milestone. During this parallel run, Cranfield will not have operational responsibility for the Services.

7.2 Following agreement on the relevant processes, Cranfield shall prepare Cranfield Staff and supporting infrastructure and processes as may be required so as to ensure that it is able to receive and process all inputs from Defra (and any relevant Third Party) in the same manner as it would do if providing the Services.

7.3 Defra shall thereafter provide the relevant data, materials or other inputs relevant to the Services in question so as to enable Cranfield to process them and to provide Defra (and any other relevant Third Party as notified by Defra) with the required outputs. It is intended that any parallel run will be conducted in the Production Environment, once the data migration has been successfully completed and the System has been proved in the Test Environment.

7.4 The parallel run shall only be considered to have been successfully undertaken and completed if Cranfield is able to process all of the inputs and to produce all of the required outputs in accordance with the appropriate Service Levels and in accordance with all other relevant requirements of the Agreement.

7.5 Cranfield shall achieve successful (as defined in Paragraph 7.4) parallel running prior to Acceptance of the Go Live Milestone.

8. Failure to achieve the final Milestones

8.1 If Cranfield does not achieve Acceptance of the Go Live Milestone, Defra shall be entitled to refuse to Accept that Cranfield is ready to Go Live and accordingly Defra shall not be obliged to Go Live. In such a case, Defra may do one or more of the following:

- (a) withhold payment of the applicable Milestone Payment until such time as the applicable Go Live Transition Deliverables are capable of Acceptance and Defra has issued a Milestone Acceptance Certificate; and/or
- (b) terminate the Agreement pursuant to Clause 20.2.

9. Effect of Acceptance

Acceptance operates without prejudice to any rights and remedies that Defra may have in relation to the performance by Cranfield of its obligations under the Agreement. Acceptance by Defra does not operate as a waiver of any of its accrued rights.

APPENDIX 2 OUTLINE TRANSITION PLAN

Transition periods

Transition services Start date: **26th September 2025** (date of signatory of agreement).

Transition services End date: **31st March 2026**.

Table A2.1 shows the transition period split across four timed periods.

Table A2.1. Transition Periods and Dates.

Portal Development (Transition)	
Period 1:	26th September 2025 to 30th November 2025 – Portal Development (Specification)
Period 2:	1st December 2025 to 31st January 2026 – Portal Design & Build, Alpha Test
Period 3:	1st February 2026 to 16th March 2026 - Portal Beta test
Period 4:	16th March 2026 to 31st March 2026 – Go live phase

Transition Gannt Chart

Graphically, the Transition Gannt chart is as follows (Fig 1). Shown also are the key stage milestones associated with each period.

	2025				2026			
PORTAL TRANSITION	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Portal Development (Specification)	19		30					
Portal Design & Build; Alpha test				1	30			
Portal Beta test						2	16	
Go live phase							31	
Milestones	22 Sep		30 Nov		30 Jan		16 Mar	20 Mar

Transition services

Table A2.2 shows key services overview by Transition period with activities.

Table A2.2. Transition Services.

Transition period	Service overview	Key stage activities
Period 1	Portal Development (specification).	Systems architecture designs; Logical and Physical Data Models; Procurement of key cloud / infrastructure; Domain registration; Workshops.
Period 2	Portal design/build & Alpha test.	Construction of portal environment; Early documentation; Alpha testing and review.
Period 3	Portal Beta test (user group engagement).	Release candidate and Beta testing; Workshops.
Period 4	'Go-live'.	Portal launch. Open Licence and Restricted Access Data Licence (including EULA) apply from this point
Period 4	Portal documentation and training and user materials by go-live date.	Finalisation of initial documentary and training and user support materials.
Period 3	T&S / Workshops.	Direct engagement with public bodies in the development and testing phase. The workshops will be held in regional locations in England and Wales (up to 5) and include invited representatives (approx. 10 delegates per workshop) from Defra and Defra family (e.g. Natural England; Environment Agency), Welsh Government and NRW, local authorities and county councils.
Period 1-4	Software licences.	Software upgrades, backup and system security, metadata and tools.
Period 1-4	Procure IT hardware; procure archive support materials.	Cloud VM Platform; Cloud VM Software; Cloud VM Services; Hardware – Development; Hardware – Data Observatory; Hardware – HPC Deep Learning platform; Hardware – Digital imaging/Scanning;

		Software – Platform/Creative/Productivity; Domain protection; Storage and materials’ presentation; AzureSQL database service.
Period1-4	Maintenance of data materials.	Incorporate and archive new, related material held in the archive into LandIS. Ongoing digital capture /conversion of physical material in LandIS to usable digital form.
Period 1-4	Curation of materials: IT.	Web services made available utilising WMS/WFS where appropriate. Support of spatial web-based tools for selecting and extracting data for areas of interest.
Period 1-4	Curation of materials: software support.	Curate and where necessary repair any existing material in LandIS. Access to selected personalised soil reports via the Soil Site Reporter.

Transition deliverables

Table A2.3 shows key dated deliverables by Transition period.

Table A2.3. Transition Deliverables.

Transition period	Outputs	Completed by
Monthly	Monthly progress meetings. Cranfield to provide written highlight summary meeting/status update notes.	Monthly
Period 1: Income forgone	Inception meeting, removal of license restrictions for restricted access data and open data. Written Progress Status Report. Milestone 1	26 th September 2025 29 th September 2025
Period 1: Transition plan	Draft Transition Plan. Written document.	30 th September 2025 30 th September 2025
Period 1: Portal Development (specification)	Report on portal specification and system architecture. Written Progress Report. Milestone 2	30 th November 2025 30 th November 2025
Period 2: Portal design and build	Demonstration of portal after alpha testing. Written Progress Report. Milestone 3	3 ^{1st} January 2026 3 ^{1st} January 2026
Period 3: Removal of licence restrictions and income forgone	Application of Open Licence and Restricted Access Data Licence to Open Data and Restricted Access Data datasets. Milestone 4	1 March 2026
Period 3: Portal Beta test	Workshops and user group engagement. Milestone 5 Written Progress Report.	2 ^{3rd} March 2026 23 rd March 2026
Period 4: Go live phase	Portal go-live. Milestone 6	31 st March 2026

SCHEDULE 8 SERVICE LEVELS

1. In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

Available	means the total number of minutes in a calendar month less Downtime (" Availability " shall be construed accordingly).
Downtime	means the total number of minutes in a calendar month during which the LandIS Database or the Portal (as the context dictates) is unavailable to Defra, Contracting Authorities or the general public, but excluding Planned Downtime.
Performance Monitoring Reports	has the meaning given to it in Paragraph 6.3 of this Schedule;
Performance Review Meetings	has the meaning given to it in Paragraph 6.2 of this Schedule;
Planned Downtime	Downtime as a result of any maintenance events or as a result of an agreed temporary suspension of interfaces which has been agreed between the Parties in writing before the commencement of the Downtime. This includes the forward scheduled period of time during which Cranfield may take IT systems down for planned maintenance.
Service Level Performance Measure	means the Expected Service Levels and the Minimum Service Levels;
Service Level Threshold	means the Minimum Service Levels.

2. Service Levels

- 2.1 Cranfield shall at all times provide the Services and the Deliverables to meet or exceed the Service Level Performance Measures for each Service Level.
- 2.2 Cranfield shall send Performance Monitoring Reports (as defined in Paragraph 6 of this Schedule) to Defra detailing the level of service which was achieved in accordance with the provisions of Paragraph 6 (*Performance Monitoring*) of this Schedule.

3. Service Level Failures

- 3.1 If the level of performance of Cranfield:
- (a) is likely to or fails to meet any Service Level Performance Measure; or
 - (b) is likely to cause or causes a Critical Service Level Failure to occur,
- Cranfield shall immediately notify Defra in writing ("**Failure Notice**").
- 3.2 If Cranfield does not issue a Failure Notice when the circumstances described in Paragraph 3.1 have arisen, Defra may issue the Failure Notice instead if Defra is aware of the circumstances described in Paragraph 3.1 having arisen.
- 3.3 From the date of a Failure Notice, Defra, in its absolute discretion and without limiting any other of its rights, may:

- (a) require Cranfield to immediately take all remedial action that is reasonable to mitigate the impact on Defra and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- (b) if a Service Level Failure has occurred, instruct Cranfield to comply with Paragraph 4 below, and Defra may take such actions set out therein; and/or
- (c) if a Critical Service Level Failure has occurred, instruct Cranfield to comply with Paragraph 5 below, and Defra may take such actions set out therein.

4. Failure to achieve the Minimum Service Level

- 4.1 Where Cranfield does not meet the Minimum Service Levels in respect of any Service Level, Cranfield must comply with the Rectification Plan Process.
- 4.2 Where Cranfield does not meet any of the Minimum Service Levels on three (3) or more occasions in any twelve (12) month period, a senior executive of Cranfield shall at short notice attend a meeting with Defra's Deputy Director with responsibility for this Agreement and shall agree and comply with actions to resolve the failure and underlying issues causing the relevant Service Level Failure(s).

5. Critical Service Level Failure

- 5.1 If a Critical Service Level Failure occurs:

- (a) Cranfield shall comply with the Rectification Plan Process;
- (b) a senior executive of Cranfield shall at short notice attend a meeting with a Defra Director and shall agree and comply with actions to resolve the failure and underlying issues causing the relevant Critical Service Level Failures; and
- (c) where there are two (2) or more Critical Service Level Failures Defra shall be entitled to withhold and retain any Maintenance Charges which would otherwise have been due to Cranfield in respect of that Service Period until such time as Cranfield has complied with the Rectification Plan Process and implemented a Fix to the reasonable satisfaction of Defra in respect of those Critical Service Level Failures,

provided that the operation of this Paragraph 5 shall be without prejudice to the right of Defra to terminate this Agreement for material Default.

6. Performance Monitoring and Performance Review

- 6.1 Within 20 Business Days of the Commencement Date, Cranfield shall provide Defra with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 6.2 Cranfield shall provide Defra with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to Paragraph 6.1 of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - (a) for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - (b) a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - (c) details of any Critical Service Level Failures;
 - (d) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

- (e) such other details as Defra may reasonably require from time to time.
- 6.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a six-monthly basis from the Operational Services Start Date (or such other frequency reasonably required by Defra). The Performance Review Meetings will be the forum for the review by Cranfield and Defra of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - (a) take place at such location and time (within normal Business Hours) as Defra shall reasonably require;
 - (b) be attended by the Cranfield Manager and the Defra Manager; and
 - (c) be fully minuted by Cranfield and the minutes will be circulated by Cranfield to all attendees at the relevant meeting and also to the Defra Manager and any other recipients agreed at the relevant meeting.
- 6.4 The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Defra Manager and the Cranfield Manager at each meeting.
- 6.5 Cranfield shall provide to Defra such documentation as Defra may reasonably require in order to verify the level of the performance by Cranfield for any specified Service Period.

APPENDIX 1 SERVICE LEVELS

Service Level	Service Level Description	Calculation	Service Period	Expected	Minimum	Critical
1.	Uptime/Downtime (Databases) - the reliability of the databases being continuously working and available.	(Total number of minutes in a calendar month minus the number of minutes of Downtime / the total number of minutes in a calendar month) x 100	Monthly	99.5% - 100%	99.49 - 99%	Below 99%
2.	Uptime/Downtime (Portal) - the reliability of the Portal being continuously working and available.	(Total number of minutes in a calendar month minus the number of minutes of Downtime / the total number of minutes in a calendar month) x 100	Monthly	99.5% - 100%	99.49 - 99%	Below 99%
3.	P1 Incident Response Time - The maximum amount of time allowed after an Incident is raised by an End-User for Cranfield to provide a Response.	Monthly, as a mean average of all P1 Incidents during the Service Period	Monthly	<=30 minutes	>30 minutes <= 40 minutes	>40 minutes
4.	P2 Incident Response Time - The maximum amount of time allowed after an Incident is raised by an End-User for Cranfield to provide a Response.	Monthly, as a mean average of all P2 Incidents during the Service Period	Monthly	<=45 minutes	>45 minutes <= 60 minutes	>60 minutes

5.	P3 Incident Response Time - The maximum amount of time allowed after an Incident is raised by an End-User for Cranfield to provide a Response.	Monthly, as a mean average of all P3 Incidents during the Service Period	Monthly	<=10 hours	>10 hours <= 14 hours	>14 hours
6.	P4 Incident Response Time - The maximum amount of time allowed after Incident is raised by an End-User for Cranfield to provide a Response.	Monthly, as a mean average of all P4 Incidents during the Service Period	Monthly	<=3 Business Days	>3 Business Days <=43 Business Days	> 4 Business Days
7.	P1 Incident Resolution Time - The maximum amount of time allowed after P1 Incident is raised and before Cranfield has to Resolve the Incident	(Number of Incidents Resolved within 6 hours in a Service Period / Total number of Incidents requiring Resolution in a Service Period) x 100 Resolution times are measured from the Incident Tracking Startpoint until Resolution.	Monthly	100%	<100%>= 90%	<90%
8.	P2 Incident Resolution Time - The maximum amount of time allowed after P2 Incident is raised and before Cranfield	(Number of Incidents Resolved within 12 hours in a Service Period / Total number of Incidents requiring Resolution in a Service Period) x 100 Resolution times are	Monthly	100%	<100%>= 90%	<90%

	has to Resolve the Incident	measured from the Incident Tracking Startpoint until Resolution.				
9.	P3 Incident Resolution Time - The maximum amount of time allowed after P3 Incident is raised and before Cranfield has to Resolve the Incident	(Number of Incidents Resolved within 3 Business Days in a Service Period / Total number of Incidents requiring Resolution in a Service Period) x 100 Resolution times are measured from the Incident Tracking Startpoint until Resolution.	Monthly	100%	<100%>= 90%	<90%
10.	P4 Incident Resolution Time - The maximum amount of time allowed after P4 Incident is raised and before Cranfield has to Resolve the Incident	(Number of Incidents Resolved within 5 Business Days in a Service Period / Total number of Incidents requiring Resolution in a Service Period) x 100 Resolution times are measured from the Incident Tracking Startpoint until Resolution.	Monthly	100%	<100%>= 85%	<85%
11.	Backups and Restores - the current status of the database backups	• To be reported as the number of databases that have current backups which have taken place in the last 3 months	Half-yearly	<u>Current Backups</u> All databases have been backed up in the last 3 months.	<u>Current Backups</u> All databases have been backed up in the last 4 months.	<u>Current Backups</u> All databases have been back ed up over 4

		• To be reported within one week of the end of the calendar half-year				months ago.
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SCHEDULE 9 TRANSPARENCY REPORTS

1. Cranfield recognises that Defra is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). Cranfield shall comply with the provisions of this Schedule in order to assist Defra with its compliance with its obligations under that PPN.
2. Within three (3) Months of the Commencement Date (or on such other date as specified in Appendix 1 for commencement of delivery in respect of any specific Transparency Report(s)) Cranfield shall submit to Defra for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Appendix 1 of this Schedule.
3. If Defra rejects any proposed Transparency Report submitted by Cranfield, Cranfield shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by Defra. If the Parties fail to agree on a draft Transparency Report Defra shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. Cranfield shall provide accurate and up-to-date versions of each Transparency Report to Defra at the frequency referred to in the Appendix 1 of this Schedule.

APPENDIX 1 TRANSPARENCY REPORTS

Title	Content	Format	Frequency
Performance Monitoring Report	As per Paragraph 6.2 of Schedule 8 (<i>Service Levels</i>)	Microsoft Word document, and/or using Defra's IT Service Management Toolset (if applicable)	As per Paragraph 6.2 of Schedule 8 (<i>Service Levels</i>)
Key Subcontractors	As per Schedule 18 (<i>Key Subcontractors</i>)	Email to Defra Authorised Representative	Call-Off Commencement Date and updated in the event that new Key Sub-Contract is entered into
Prompt payment performance	Performance data against Cranfield's obligation to pay its Subcontractors within 30 days of receipt of an undisputed invoice as per Clause 13.6.	Written confirmation by email to Defra Authorised Representative	Six (6) monthly
BCDR Plan test report	As per 7.5 of Schedule 12 (<i>Business Continuity and Disaster Recovery</i>).	As reasonably specified by Defra	As per 7.5 of Schedule 12 (<i>Business Continuity and Disaster Recovery</i>).
ICT Environment vulnerabilities report	As per 9.5 of Error! Reference source not found. of Schedule 10 (<i>Security Requirements</i>).	As reasonably specified by Defra	As per 9.5 of Error! Reference source not found. of Schedule 10 (<i>Security Requirements</i>).
Annual Slavery & Human Report	As per Paragraph 4.1.8 of Part 1 to Schedule 17 (<i>Sustainability</i>)	As reasonably specified by Defra	As per Paragraph 4.1.8 of Part 1 to Schedule 17 (<i>Sustainability</i>)
General Sustainability Reporting	As per Paragraph 4.1.8 of Part 1 to Schedule 17 (<i>Sustainability</i>)	As reasonably specified by Defra	As per Paragraph 4.1.8 of Part 1 to Schedule 17 (<i>Sustainability</i>)
Sustainability Reporting	Those reports required by Table A of Schedule 17 (<i>Sustainability</i>)	As required by Table A of Schedule 17 (<i>Sustainability</i>)	As required by Table A of Schedule 17 (<i>Sustainability</i>)

SCHEDULE 10 SECURITY REQUIREMENTS

1. Definitions

- 1.1 In this Schedule the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Baseline Security Requirements"	means those requirements set out in Annex 1 to this Error! Reference source not found. ;
"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Defra Data) used by Defra and/or Cranfield in connection with this Agreement; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Defra Data), including any copies of such information or data, used by Defra and/or Cranfield in connection with this Agreement, in either case as more particularly set out in the security requirements in the Security Policy where Defra has required compliance therewith in accordance with Paragraph 3.4(c)(iv)
"ISMS"	the information security management system and process developed by Cranfield in accordance with Paragraph 7 (<i>ISMS</i>) as updated from time to time in accordance with this Schedule; and
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

2. Security Requirements

- 2.1 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Agreement will be met.
- 2.2 The Parties shall each appoint a security representative to be responsible for Security. The initial security representatives of the Parties are:
- (a) [REDACTED]
- (b) [REDACTED]
- 2.3 Defra shall clearly articulate its high level security requirements so that Cranfield can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 2.4 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 2.5 Cranfield shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Defra Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Defra Data remains under the effective control of Cranfield at all times other than in relation to Defra Data which is licenced by Cranfield.

- 2.6 Cranfield shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to Defra.
- 2.7 Defra and Cranfield acknowledge that information security risks are shared between the Parties and that a compromise of either Cranfield or Defra's security provisions represents an unacceptable risk to Defra requiring immediate communication and co-operation between the Parties.

3. Information Security Management System (ISMS)

- 3.1 Cranfield shall develop and submit to Defra, within twenty (20) Business Days after the Commencement Date, an information security management system for the purposes of this Agreement and shall comply with the requirements of Paragraphs 3.4 to 3.6.
- 3.2 Cranfield acknowledges that Defra places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that Cranfield shall be responsible for the effective performance of the ISMS.
- 3.3 Defra acknowledges that:
- (a) If Defra has not stipulated that it requires a bespoke ISMS, the ISMS provided by Cranfield may be an extant ISMS covering the Services and their implementation across Cranfield's estate; and
 - (b) Where Defra has stipulated that it requires a bespoke ISMS then Cranfield shall be required to present the ISMS for Defra's approval.
- 3.4 The ISMS shall:
- (a) if Defra has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Sites, Cranfield System, Defra System (to the extent that it is under the control of Cranfield) and any ICT, information and data (including Defra's Confidential Information and the Defra Data) to the extent used by Defra or Cranfield in connection with this Agreement;
 - (b) meet the relevant standards in ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC 27002, in accordance with Paragraph 7;
 - (c) at all times provide a level of security which:
 - (i) is in accordance with Applicable Laws and this Agreement;
 - (ii) complies with the Baseline Security Requirements;
 - (iii) as a minimum demonstrates Good Industry Practice;
 - (iv) where specified by Defra, complies with the Security Policy and the ICT Policy;
 - (v) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>);
 - (vi) takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);
 - (vii) complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
 - (viii) complies with the 14 Cloud Security Principles (<https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles>). Cranfield must

document how the ISMS complies with these principles, and provide this documentation upon request by Defra;

- (ix) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Defra Data;
 - (x) addresses issues of incompatibility with Cranfield's own organisational security policies; and
 - (xi) complies with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC27002 in accordance with Paragraph 7;
- (d) document the security incident management processes and incident response plans;
- (e) document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which Cranfield becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Defra approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and
- (f) be certified by (or by a person with the direct delegated authority of) Cranfield's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by Defra in advance of issue of the relevant Security Management Plan).
- 3.5 Subject to Paragraph 2 the references to standards, guidance and policies contained or set out in Paragraph 3.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to Cranfield from time to time.
- 3.6 In the event that Cranfield becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 3.4, Cranfield shall immediately notify Defra Representative of such inconsistency and Defra Representative shall, as soon as practicable, notify Cranfield as to which provision Cranfield shall comply with.
- 3.7 If the bespoke ISMS submitted to Defra pursuant to Paragraph 3.3(a) is Approved by Defra, it shall be adopted by Cranfield immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by Defra, Cranfield shall amend it within ten (10) Business Days of a notice of non-approval from Defra and re-submit it to Defra for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Business Days from the date of the first submission of the ISMS to Defra. If Defra does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by Defra pursuant to this Paragraph 3 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 3.4 to 3.6 shall be deemed to be reasonable.
- 3.8 Approval by Defra of the ISMS pursuant to Paragraph 3.7 or of any change to the ISMS shall not relieve Cranfield of its obligations under this Schedule.

4. Security Management Plan

- 4.1 Within twenty (20) Business Days after the Commencement Date, Cranfield shall prepare and submit to Defra for Approval in accordance with Paragraph 4 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 4.2.
- 4.2 The Security Management Plan shall:
- (a) be based on the initial Security Management Plan set out in Annex 2 (*Security Management Plan*);
 - (b) comply with the Baseline Security Requirements and, where specified by Defra in accordance with Paragraph 3.4(c)(iv), the Security Policy;

- (c) identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by Cranfield;
- (d) detail the process for managing any security risks from Subcontractors and third parties authorised by Defra with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, Defra Premises, the Sites, Cranfield System, Defra System (to the extent that it is under the control of Cranfield) and any ICT, information and data (including Defra's Confidential Information and the Defra Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- (e) unless otherwise specified by Defra in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including Defra Premises, the Sites, Cranfield System, Defra System (to the extent that it is under the control of Cranfield) and any ICT, information and data (including Defra's Confidential Information and the Defra Data) to the extent used by Defra or Cranfield in connection with this Agreement or in connection with any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- (f) set out the security measures to be implemented and maintained by Cranfield in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.4);
- (g) demonstrate that Cranfield's approach to delivery of the Deliverables has minimised the effort required by Defra and Cranfield to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, "platform as a service" offering from the G-Cloud catalogue);
- (h) set out the plans for transitioning all security arrangements and responsibilities from those in place at the Commencement Date to those incorporated in the ISMS within the timeframe agreed between the Parties;
- (i) set out the scope of Defra System that is under the control of Cranfield;
- (j) be structured in accordance with ISO/IEC 27001 (at least ISO/IEC 27001:2013) and ISO/IEC 27002, cross-referencing if necessary to other Schedules which cover specific areas included within those standards; and
- (k) be written in plain English in language which is readily comprehensible to the staff of Cranfield and Defra engaged in the Deliverables and shall reference only documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 If the Security Management Plan submitted to Defra pursuant to Paragraph 4.1 is Approved by Defra, it shall be adopted by Cranfield immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by Defra, Cranfield shall amend it within ten (10) Business Days of a notice of non-approval from Defra and re-submit it to Defra for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and in any event no longer than fifteen (15) Business Days from the date of the first submission to Defra of the Security Management Plan. If Defra does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by Defra pursuant to this Paragraph may be unreasonably withheld or delayed. However, any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.4 Approval by Defra of the Security Management Plan pursuant to Paragraph 4.3 or of any change or amendment to the Security Management Plan shall not relieve Cranfield of its obligations under this Schedule.

5. Amendment of the ISMS and Security Management Plan

- 5.1 The ISMS and Security Management Plan shall be fully reviewed and updated by Cranfield and at least annually to reflect:
- (a) emerging changes in Good Industry Practice;
 - (b) any change or proposed change to Cranfield System, the Deliverables and/or associated processes;
 - (c) any new perceived or changed security threats;
 - (d) where required in accordance with Paragraph 3.4(c)(iv), any changes to the Security Policy and/or the ICT Policy;
 - (e) any new perceived or changed security threats; and
 - (f) any reasonable change in requirement requested by Defra.
- 5.2 Cranfield shall provide Defra with the results of such reviews as soon as reasonably practicable after their completion and amend the ISMS and Security Management Plan at no additional cost to Defra. The results of the review shall include:
- (a) suggested improvements to the effectiveness of the ISMS;
 - (b) updates to the risk assessments;
 - (c) proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and
 - (d) suggested improvements in measuring the effectiveness of controls.
- 5.3 Subject to Paragraph 5.4, any change which Cranfield proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 5.1, a Defra request, a change to Annex 1 (*Security*) or otherwise) shall be subject to Clause 25 (*Variation*) and shall not be implemented until Approved in writing by Defra.
- 5.4 Defra may, acting reasonably, Approve and require changes or amendments to the ISMS or Security Management Plan to be implemented on timescales faster than set out in Clause 25 (*Variation*) but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to Clause 25 (*Variation*) for the purposes of formalising and documenting the relevant change or amendment.

6. Security Testing

- 6.1 Cranfield shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by Cranfield so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with Defra. Subject to compliance by Cranfield with the foregoing requirements, if any Security Tests adversely affect Cranfield's ability to deliver the Deliverables so as to meet the Service Levels, Cranfield shall be granted relief against any resultant under-performance for the period of the Security Tests.
- 6.2 Defra shall be entitled to send a representative to witness the conduct of the Security Tests. Cranfield shall provide Defra with the results of such Security Tests (in a form approved by Defra in advance) as soon as practicable after completion of each Security Test.
- 6.3 Without prejudice to any other right of audit or access granted to Defra pursuant to this Agreement, Defra and/or its authorised representatives shall be entitled, at any time upon giving reasonable notice to Cranfield, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and Cranfield's

compliance with the ISMS and the Security Management Plan. Defra may notify Cranfield of the results of such tests after completion of each such test. If any such Defra's test adversely affects Cranfield's ability to deliver the Deliverables so as to meet the Service Levels, Cranfield shall be granted relief against any resultant under-performance for the period of Defra's test.

- 6.4 Where any Security Test carried out pursuant to Paragraphs 6.2 or 6.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), Cranfield shall promptly notify Defra of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which Cranfield proposes to make in order to correct such failure or weakness. Subject to Defra's prior written Approval, Cranfield shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with Defra or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (*Baseline Security Requirements*) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to Defra.
- 6.5 If any repeat Security Test carried out pursuant to Paragraph 6.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a Material Default of this Agreement.

7. Complying with the ISMS

- 7.1 Defra shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or the Security Policy where such compliance is required in accordance with Paragraph 3.4(c)(iv).
- 7.2 If, on the basis of evidence provided by such security audits, it is Defra's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy are not being achieved by Cranfield, then Defra shall notify Cranfield of the same and give Cranfield a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If Cranfield does not become compliant within the required time then Defra shall have the right to obtain an independent audit against these standards in whole or in part.
- 7.3 If, as a result of any such independent audit as described in Paragraph 7.2, Cranfield is found to be non-compliant with the principles and practices of ISO/IEC 27001 (at least ISO/IEC 27001:2013) and/or, where relevant, the Security Policy then Cranfield shall, at its own expense, undertake those actions required in order to achieve the necessary compliance and shall reimburse in full the costs incurred by Defra in obtaining such audit.

8. Security Breach

- 8.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.
- 8.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 8.1, Cranfield shall:
- (a) immediately use all reasonable endeavours (which shall include any action or changes reasonably required by Defra) necessary to:
 - (i) minimise the extent of actual or potential harm caused by any Breach of Security;
 - (ii) remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of Defra Property and/or Defra Assets and/or ISMS to the extent that this is within Cranfield's control;
 - (iii) apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by Cranfield, if the mitigation adversely affects Cranfield's ability to provide the Deliverables so as to meet the relevant

Service Levels Cranfield shall be granted relief against any resultant under-performance for such period as Defra, acting reasonably, may specify by written notice to Cranfield;

- (iv) prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and
- (v) supply any requested data to Defra (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on Defra's request within two (2) Business Days and without charge (where such requests are reasonably related to a possible incident or compromise); and
- (vi) as soon as reasonably practicable provide to Defra full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by Defra.

8.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this Schedule, then any required change to the ISMS shall be at no cost to Defra.

9. Vulnerabilities and fixing them

9.1 Defra and Cranfield acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to Defra's information.

9.2 The severity of threat vulnerabilities for COTS Software shall be categorised by Cranfield as "Critical", "Important" and "Other" by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:

- (a) the "National Vulnerability Database" "Vulnerability Severity Ratings": "High", "Medium" and "Low" respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
- (b) Microsoft's "Security Bulletin Severity Rating System" ratings "Critical", "Important", and the two remaining levels ("Moderate" and "Low") respectively.

9.3 Cranfield shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as "Critical" within fourteen (14) days of release, "Important" within thirty (30) days of release and all "Other" within sixty (60) Business Days of release, except where:

- (a) Cranfield can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which Cranfield asserts cannot be exploited within the context of a Service must be remedied by Cranfield within the above timescales if the vulnerability becomes exploitable within the context of the Service;
- (b) the application of a "Critical" or "Important" security patch adversely affects Cranfield's ability to deliver the Services in which case Cranfield shall be granted an extension to such timescales of five (5) days, provided Cranfield had followed and continues to follow the security patch test plan agreed with Defra; or
- (c) Defra agrees a different maximum period after a case-by-case consultation with Cranfield under the processes defined in the ISMS.

9.4 The Specification and Transition Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within six (6) months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the "n-1 version") throughout the Contract Period unless:

- (a) where upgrading such COTS Software reduces the level of mitigations for known threats, Vulnerabilities or exploitation techniques, provided always that such upgrade is made within twelve (12) months of release of the latest version; or
- (b) is agreed with Defra in writing.

9.5 Cranfield shall:

- (a) implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Crown Body;
- (b) ensure that the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- (c) ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- (d) pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 9.5(e);
- (e) from the date specified in the Security Management Plan provide a report to Defra within five (5) Business Days of the end of each month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- (f) propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- (g) remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- (h) inform Defra when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

If Cranfield is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph 9.5, Cranfield shall immediately notify Defra.

9.6 A failure to comply with Paragraph 9.3 shall constitute a Default, and Cranfield shall comply with the Rectification Plan Process.

Annex 1: Baseline security requirements

1. Handling Classified information

Cranfield shall not handle Defra information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information Cranfield shall seek additional specific guidance from Defra.

2. End user devices

- 2.1 When Defra Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the National Cyber Security Centre ("NCSC") to at least "Foundation Grade", for example, under the NCSC Commercial Product Assurance scheme ("CPA").
- 2.2 Other than in relation to Defra Data which is licenced by Cranfield, devices used to access or manage Defra Data and services must be under the management authority of Defra or Cranfield and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of Defra. Unless otherwise agreed with Defra in writing, all Cranfield devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform Cranfield may wish to use, then these should be discussed with Defra and a joint decision shall be taken on whether the residual risks are acceptable. Where Cranfield wishes to deviate from the NCSC guidance, then this should be agreed in writing on a case by case basis with Defra.

3. Data Processing, Storage, Management and Destruction

- 3.1 Cranfield and Defra recognise the need for Defra's information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, Cranfield must be able to state to Defra the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Defra Data will be subject to at all times.
- 3.2 Cranfield shall agree any change in location of data storage, processing and administration with Defra in accordance with Clause 12 (*Personal Data and Security*).
- 3.3 Cranfield shall:
- (a) provide Defra with all Defra Data on demand in an agreed open format;
 - (b) have documented processes to guarantee availability of Defra Data in the event of Cranfield ceasing to trade;
 - (c) securely destroy all media that has held Defra Data at the end of life of that media in line with Good Industry Practice; and
 - (d) securely erase any or all Defra Data held by Cranfield when requested to do so by Defra, other than in relation to Defra Data which is owned or licenced by Cranfield or in respect of which the Parties are either Independent Controllers or Joint Controllers.

4. Ensuring secure communications

- 4.1 Defra requires that any Defra Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by NCSC, to at least Foundation Grade, for example, under CPA.
- 4.2 Defra requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 Cranfield shall apply the "principle of least privilege" (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Defra Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) Cranfield shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a NCSC certification (<https://www.ncsc.gov.uk/section/products-services/ncsc-certification>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) and shall follow the "secure by design" principles set out at <https://www.security.gov.uk/policy-and-guidance/secure-by-design/>.

6. Security of Cranfield Staff

- 6.1 Cranfield Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 Cranfield shall agree on a case by case basis Cranfield Staff roles which require specific government clearances (such as "SC") including system administrators with privileged access to IT systems which store or process Defra Data.
- 6.3 Cranfield shall prevent Cranfield Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Defra Data except where agreed with Defra in writing.
- 6.4 All Cranfield Staff that have the ability to access Defra Data or systems holding Defra Data shall undergo regular training on secure information management principles. Unless otherwise agreed with Defra in writing, this training must be undertaken annually.
- 6.5 Where Cranfield or Subcontractors grants increased ICT privileges or access rights to Cranfield Staff, those Cranfield Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Business Day.

7. Restricting and monitoring access

Cranfield shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) are uniquely identified and authenticated when accessing or administering the Services. Applying the "principle of least privilege", users and administrators shall be allowed access only to those parts of the ICT Environment that they require. Cranfield shall retain an audit record of accesses.

8. Audit

- 8.1 Cranfield shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Cranfield audit records should (as a minimum) include:
 - (a) Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.
 - (b) Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of Cranfield) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

- 8.2 Cranfield and Defra shall work together to establish any additional audit and monitoring requirements for the ICT Environment.
- 8.3 Cranfield shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) months.

Part 2 – Annex 2: Security Management Plan

Draft Security Management Plan; LandIS Portal

Purpose: The Security Management Plan (SMP) is used to demonstrate how the University meets external security control requirements.

The document will be updated and finalised after commencement as indicated in this agreement.

Executive Summary

The Service Owner will complete this section with an overview of the LandIS service and what it provides to Defra. This will include a description of the service i.e. components, where it's hosted, how it's managed, who's involved in providing the service (LandIS support, IT, etc.), the primary contact (referenced in the 'Agreement' as the Cranfield Manager) and whether it has any security certifications (which in this case is N/A).

Background

Defra have commissioned Cranfield University to develop and deploy an Open Access Portal, able to provide unrestricted access to key national soil datasets from Cranfield's Land Information System (LandIS), including the National Soil Map (NATMAP), National Soil Inventory (NSI), and associated soil attribute data (SOILSERIES & HORIZON), under an Open Licence. Cranfield University will implement the necessary IT infrastructure to facilitate open-source data access to these data. The project involves developing a LandIS portal that allows full access and downloads for Defra users, who can utilise additional Restricted Access Data internally and own derived outputs. Overall, the key project objectives are to:

- Provide open access to the LandIS national soil database (Open Access data) for public and qualified users.
- Develop a user-friendly online portal, consistent with FAIR principles, with GIS viewers, data and metadata download capabilities.
- Provide secure and controlled access to Restricted Access Data for public sector and qualified private sector users.
- Provide comprehensive documentation and support resources.
- Facilitate efficient data utilisation for research, policy development, and land management.

The portal will enable public access to the key national soil datasets with no restrictions under an Open Licence. Related National Soil Map viewer technologies will be developed, providing open access and downloads without limitations. Appropriate physical IT infrastructure will be procured or upgraded to support these objectives. The specification will encompass both what is envisioned as Open Data and what is Restricted Access Data and will further outline the ambition to transition Restricted Access Data to Open Data over time. The project will also establish service requirements for its development, enhancement, and accessibility as well as the ongoing maintenance and the preservation of the data and associated materials. In turn this will ensure long-term accessibility and usability.

Governance, reporting and accountability

As per the 'Agreement' the University will provide a nominated role (Cranfield Manager) who will represent the University and lead on the governance of the service. This person will be supported internally by the following roles:

- Head of IT Infrastructure (technical owner)
- Head of Information Security (process owner)
- Service owner

Customers

General public and Defra

Information Assurance Assessment

Data/information

The specific datasets to be included in the Portal are detailed in the project agreement, 'Schedule 4 LandIS Datasets', but comprise the following categories: The National soil map; The National Soil Inventory; Soil Classification; Agroclimatic Data; Soil Profiles; Auger Bores and Field Records; Soil Publications; Regional Soil Mapping; Farm Surveys; and a range of Interpreted Maps. Further to this help guides and instructional materials will guide users as to the data content. Appropriate metadata will be available for all data holdings also.

Portal end-user customers will be able to search for, access, interrogate and download data from the portal, the latter being in a range of digital formats.

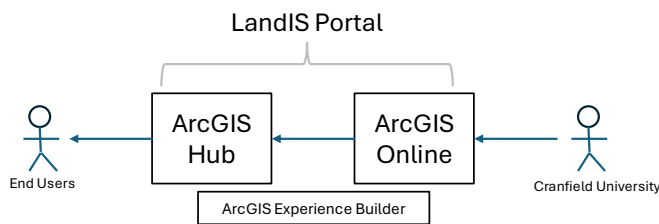
Overview of technical architecture

The technical architecture will be confirmed in final form after the period indicated in the project agreement post commencement. In summary, the anticipated technical architecture will involve the key datasets residing in the ESRI UK ‘ArcGIS Online’ cloud platform – held in digital form (tabular, cartographic and metadata).

From this data source, data will be called into the ESRI UK ‘ArcGIS Hub’ cloud platform, which will constitute the web portal and user interface for users. The ESRI UK product ‘Experience Builder’ may also be utilised to improve the User Experience.

Logical data flow diagram

The Portal Logical Data-flow Diagram will be confirmed in final form after the period indicated in the project agreement post commencement. The proposed high-level logical data flow diagram is as follows:



Third Party suppliers

The third-party suppliers will be confirmed in final form after the period indicated in the project agreement post commencement. The technical solution is anticipated to be dependent on the software environment suite from third party supplier ESRI UK Ltd. (<https://www.esriuk.com/en-gb/home>).

Location of data processing

The location of data processing will be confirmed in final form after the period indicated in the project agreement post commencement. In summary, the anticipated location of data processing will be Cranfield University, UK.

Off-shoring

Off-Shoring decisions will be confirmed in final form after the period indicated in the project agreement post commencement. In summary, the anticipated project will not involve off-shoring. Where the cloud is utilised, only UK data centres will be utilised.

Risk management

The University’s standard risk management processes have been used to produce the risk register.

Risk register

Risk ID	Risk description	Vulnerability	Untreated risk level	Security controls	Residual risk level
R1	Attackers could hack the system	Hackers compromise internal services		Internet-facing firewalls Protective monitoring Anti-malware Patching regime	Low
R2	Compromise of University end-user device	User device gets compromised		Physical access controls CrowdStrike Device encryption Standard build baselines (CIS) Centrally managed and patched	

R3	Denial of service	Unavailability of the service		Firewalls Load balances Jisc	
R4	Malware	Malicious software infects environment		CrowdStrike Air-gapped backups	
R5	Malicious insider	Insider affects confidentiality, integrity and/or availability of the service		Monitoring and logging user activity Policy User training	
R6	Data exfiltration	Unauthorised removal/transfer of data		Access controls Monitoring	
R7	Access controls/authentication	Unauthorised access		Access controls Firewalls Monitoring	

Security controls

The University uses several standard security controls to protect the LandIS service and any relevant data. These are described below:

Relevant security controls
Devices are centrally managed and patched according to the agreed schedule
Physical access controls – Proximity card access, on-site security personnel (24x7x365), CCTV, etc.
Devices are ‘baselined’ against Center for Internet Security (CIS) controls
Firewalls/load balances
Anti-malware (CrowdStrike) on all devices
Monitoring and logging of events (Security Information and Event Management)
Policy and procedures framework in place
Mandatory training on data protection and information security
Access controls (unique User ID/password) supplemented by multi-factor authentication
Microsoft Intune management, compliance and conditional access policies
Microsoft Entra for role-based access controls
Data back-up procedures

Hardware/software

IT Infrastructure to provide (table of hardware/software relevant to the service inc. version numbers and mainstream support details...)

Name	Version	End of mainstream support/extended support	Notes/RAG status
ArcGIS Online			
ArcGIS Hub			

Incident management process

The standard University incident management processes are included in the IT operational policies and IT standard operating procedures documents. The University will inform Defra through the agreed channel(s), as per the ‘Agreement’, of any information security incident occurring and in-line with the timescales set out in the ‘Agreement’.

Personal data processing statement

The personal data collected will be confirmed in final form after the period indicated in the project agreement post commencement. The personal data anticipated for collection includes the following:

Category	Data being processed	Purpose and location	Protective measures
Website visitors	IP/Mac address	Record no. of visitors	Held within University services

Annex A. Cloud Security Principles assessment

For M365:

Microsoft's guide on how M365 complies with the security principles: <https://www.ncsc.gov.uk/pdfs/blog-post/securing-office-365-with-better-configuration.pdf>

Microsoft has ISO27001: 2023 accreditation: <https://docs.microsoft.com/en-us/compliance/regulatory/offering-iso-27001>

Service Trust Portal <https://servicetrust.microsoft.com/DocumentPage/d0f60d50-513e-449c-bfd6-cc39c11e6aaf>
(ISO27001: 2023 certificate)

NCSC's Cloud Principle	Requirements
Data in transit protection	Indicated to be the responsibility of Microsoft. There are no indicated configuration changes that have to be made by the University. Microsoft states that only connections over secure connections are permitted and that this cannot be changed by the customer. Office 365 uses TLS 1.2 with 2048 bit RSA/SHA256 encryption keys as recommended by NCSC.
Asset protection and resilience	Microsoft offers the facility to choose location of data centre. UK data centres have been chosen as the location for the storage of data for the University. Microsoft confirms that the UK data centres have ISO27001:2013 certification. Microsoft uses volume-level and file-level service-side technologies in Office 365 that encrypt customer content at rest. Before re-using any disk drives within Office 365, Microsoft performs a physical sanitization process that is compliant with NIST SP 800-88. Disk drives that cannot be re-used are disposed of using a physical destruction process that is performed on-site within the data centre containing the disks being destroyed. Upon a system's end-of-life, Microsoft follows the NIST SP800-88r1 disposal process. NIST provides for Secure Erase approach (via hard drive firmware) for drives that support it. For hard drives that can't be wiped Microsoft destroys them and renders the recovery of information impossible (e.g., disintegrate, shred, pulverize, or incinerate). Microsoft Office 365 services have been designed to have redundancy built in thus moving the services beyond the traditional strategy of relying on complex physical infrastructure.
Separation between consumers	Microsoft Office 365 ensures isolation for each user to prevent one malicious or compromised user from affecting the service or data of another. Multiple forms of protection have been implemented throughout Office 365 to prevent customers from compromising Office 365 services or applications or gaining unauthorized access to the information of other tenants or the Office 365 system itself, including: • Logical isolation of customer content within each tenant for Office 365 services is achieved through Azure Active Directory authorization and role-based access control. • SharePoint Online provides data isolation mechanisms at the storage level. • Office 365 uses service-side technologies that encrypt customer content at rest and in transit, including BitLocker, per-file encryption, Transport Layer Security (TLS) and Internet Protocol Security (IPsec). Azure Active Directory was designed to host multiple tenants in a highly secure way through logical data isolation. Access to Azure Active Directory is gated by an authorization layer.

	Azure Active Directory isolates customers using tenant containers as security boundaries to safeguard a customer's content so that the content cannot be accessed or compromised by co-tenants.
Governance framework	Microsoft Office 365 teams maintain a baseline configuration of production systems. Baseline images are reviewed annually changes to baseline images are reviewed and approved before being moved into production. Azure which hosts Microsoft Office 365 complies with ISO 27001, O365 has been certified against the ISO27001 standard.
Operational security	Azure Active Directory account privileges are implemented using role-based access control (RBAC) by assigning users to roles providing strict control over which users can view and configure. The University operates a change management process for any changes to this configuration. Azure Active Directory (AD) Privileged Identity Management, is used to configure access within. Privileged access is limited to staff with a specific need for it. Microsoft undertakes to operate its own change management process in which changes are developed, tested, and approved prior to entering the production environment from a development and/or test environment. Vulnerability Management: Microsoft state that Office 365 is uses the Microsoft Security Response Center (MSRC), which identifies, monitors, responds to, and resolves security incidents and cloud vulnerabilities around the clock. Patches are implemented within the time frame specified by the issuing company. Anti-malware software is in use. The software detects and prevents the introduction of computer viruses and worms. It quarantines infected systems and prevents further damage until remediation steps are taken. The University has an Incident Management Policy, as part of the IT operational policies document set. Microsoft active monitoring tools include the Monitoring Agent (MA) and System Center Operations Manager (SCOM), which provide alerts to Microsoft Azure Security personnel. Microsoft performs monitoring of delegation, use of privileges, and operations that occur within Office 365. Microsoft state that the Office365 Security team use the NIST 800-61 approach to security incidents.
Personnel security	Microsoft state that personnel who operate Office 365 services and provide customer support (or Microsoft subcontractors who assist with platform operations, troubleshooting, and technical support) undergo a Microsoft standard background (or equivalent) check to evaluate employee education, employment, and criminal history. The background checks are broadly in line with the requirements of the UK Government's BPSS/BS7858. They do not specifically include a formal identity check. All University personnel on this programme will have a minimum of BPSS clearance, and are subject to an induction process, specific policy set (in addition to the standard IT policies) and ongoing security education.

Secure development	Microsoft uses a Security Development Lifecycle - https://www.microsoft.com/en-us/sdl
Supply chain security	Microsoft provides assurances that its third parties comply with their security policies and are audited. Microsoft also provide access to their Service Trust Portal so that Cranfield administrators can review external auditor reports of O365 (e.g. ISO27001). All suppliers must adhere to the University's Supplier Assurance Policy, which is part of the IT operational policies document set.
Secure consumer (user) management	Administrators accessing the Azure portal to manage Office 365 services and Azure AD resources, the data transmitted between the portal and the administrator's device is sent over an encrypted Transport Layer Security (TLS) channel using 2048-bit RSA/SHA256 encryption keys, as recommended by NCSC. The University makes use of dedicated Administrative accounts as Microsoft recommends. By default, Microsoft engineers have no administrative privileges and no access to customer content in Office 365. Microsoft states that they separate tenant data within Office 365, customers are segregated from each other, and each one administers their own instance. All University personnel must adhere to the IT Users' policy.
Identity and authentication	Microsoft states that users can be authenticated using the Microsoft Azure Active Directory. All IT Accounts are protected by multi-factor authentication.
External interface protection	Microsoft state that Azure Active Directory account privileges are implemented using role-based access control (RBAC) by assigning users to roles providing strict control over which users can view and configure Office 365 services. Microsoft, states that it has ongoing war-games exercises and live site penetration testing of our security response plans. It regularly simulates real-world breaches, conducts continuous security monitoring, and practices security incident management to validate and improve the security of Office 365, Azure, and other Microsoft cloud services. Microsoft publishes details of Pen Test and Security Assessments that are performed on its cloud services annually. The University is protected by the use of firewalls at its perimeter.
Secure service administration	Office 365 Global Administrator accounts are dedicated accounts that are used for this purpose only. Access to the Azure AD blade in Azure portal and Microsoft Office 365Admin portals is restricted to authorized administrators only.

	Azure Active Directory account privileges are implemented using role-based access control (RBAC) by assigning users to roles providing strict control over which users can view and configure Office 365 services. Azure AD Identity Protection adds advanced machine learning and algorithmic detection to risk score every sign-in that comes in to the system. By default, Microsoft engineers have zero administrative privileges and zero access to customer content in Office 365. Microsoft has established access control mechanisms to ensure that no one has unapproved access to Customer Data or access control data or unapproved physical, logical, or remote access to the Office 365 production environment. The University's system administrators use the O365 Admin Centre (OAC) to configure users' settings and privileges to follow the 'need to know' principle. All administrators have separate privileged access accounts
Audit information provision to consumers	Microsoft provide a security and compliance centre for Office365 administrators this gives access to: • Permissions • Security policies • Data management • Search & investigation • Reports • Service assurance There is also an internal log data collection system that is available to Office 365 engineers. Cranfield University has implemented a SIEM (Security Information and Event Management) service and regularly monitors alerts.
Secure use of the service by the consumer	Azure AD includes a banned password checker that when a password change is submitted it is fuzzy-matched against a list of words that are known weak passwords or from known compromised passwords. If this password matches, it is rejected, and the user asked to choose a different password. The list of passwords is updated frequently. A password policy has been created to provide best practice guidance on selecting passwords. Microsoft state that this is the responsibility of the Customer. The University uses the Centre for Internet Security's baseline controls to provide a 'Gold' image for its end-user devices. In addition, the University will ensure: • That users are trained in the correct use of IT. • Anti-virus software is running on any device used to access the IT network. • The service is configured in accordance with Microsoft's Deployment Guide. • That a public (third party) Certificate Authority's SSL (Secure Sockets Layer) certificate is used to provide federated authentication between the University's Active Directory and Microsoft's Azure Active Directory

SCHEDULE 11 DATA SHARING AGREEMENT

1. DEFINITIONS

In this DSA, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

"Data Protection Laws" means the UK Data Protection Laws and, to the extent applicable the data protection or privacy laws of any other country;

"Permitted Purpose" takes the meaning set out in clause 2 of this DSA;

"Personal Data" means any Personal Data, as defined in the Data Protection Laws;

"Recipient" means the party receiving the Personal Data;

"Supervisory Authority" means an independent public authority which is established pursuant to Article 51 UK GDPR and any similar regulatory authority responsible for the enforcement of Data Protection Laws;

"UK Data Protection Laws" means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("**UK GDPR**"), together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and other data protection or privacy legislation in force from time to time in the United Kingdom;

The terms "**Controller**", "**Data Subject**", "**Personal Data Breach**", "**Process/Processing**", "**Processor**" and "**Special Categories of Personal Data**" have the meanings described in the Data Protection Laws (and, in the event of conflict between applicable Data Protection Laws, shall have the meaning as in the UK GDPR), and in each case, their cognate terms shall be construed accordingly. Capitalised terms not defined herein shall have the meaning given to them in the Agreement.

2. PURPOSE OF THE DATA SHARING INITIATIVE

Annex 1 to this DSA sets out a description of the Personal Data to be Processed by the parties. The parties shall only Process the Personal Data described in Annex 1 to this DSA for the following specific purposes in connection with the ongoing running of the LandIs Database, permitting access to Open Data and Restricted Access Data and monitoring access and downloads of Open Data and Restricted Access Data in order to improve End-user experience, Portal functionality and identify future improvements and opportunities through analytics ("**Permitted Purposes**"). The data sharing is necessary to enable innovation in the public, private and research sectors through greater sharing of Raw Data and Manipulated Data and open up future opportunities for the LandIS Database; the sharing of Personal Data will allow each party to understand and analyse trends, use cases and types of organisations and individuals accessing the LandIS Data.

3. OBLIGATIONS ON THE PARTIES WHEN PROCESSING PERSONAL DATA AS A CONTROLLER

- 3.1 The parties agree that they will be separate and distinct independent Controllers in relation to the Personal Data and each party shall comply with its obligations under the Data Protection Laws.
- 3.2 Each Party shall ensure it is able to demonstrate compliance with their obligations under this DSA.
- 3.3 The Discloser shall:
 - (a) ensure that it has a valid legal basis under the Data Protection Laws to make the transfer to the Recipient for the Permitted Purposes;
 - (b) take all reasonable steps appropriate to ensure that the data it shares with the Recipient is accurate and up-to-date;

- (c) provide a fair processing notice to those Data Subject(s) whose Personal Data are to be disclosed to a Recipient under the Agreement, informing them that their Personal Data will be disclosed to the Recipient for the Permitted Purposes;
- (d) implement appropriate technical and organisational measures to ensure the security of the Personal Data whilst in transit to the Recipient.

3.4 The Recipient shall:

- (a) only Process the Personal Data in order to perform its obligations under the Agreement and for the Permitted Purposes;
- (b) provide information to affected Data Subjects required under Data Protection Laws to ensure sufficient transparency of its Processing of the Personal Data;
- (c) ensure that any person acting under its authority in relation to the Personal Data, including a Processor, Processes the Personal Data only on the Recipient's instructions and ensure such persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) apply specific restrictions and additional safeguards adapted to the specific nature of any Special Category of Personal Data and the risks involved. Such measures may include additional security measures, restrictions and safeguards with respect to further disclosure;
- (e) notify Discloser as soon as reasonably practicable upon becoming aware of a Personal Data Breach affecting Personal Data processed in connection with the Agreement, not refer to Discloser in any notification of such breach to a Supervisory Authority or third party unless required to do so by law, and, where reasonably practicable, provide a copy of any proposed notification and consider in good faith any comments made by Discloser before notifying the Personal Data Breach to any third parties;
- (f) in the event of a Personal Data Breach, take appropriate measures to address the Personal Data Breach, including measures to mitigate its possible adverse effect and document all relevant facts relating to the Personal Data Breach, including its effects and any remedial actions taken, and keep a record of this;
- (g) where the Personal Data is no longer required for the Permitted Purposes, securely delete the Personal Data, including deleting all existing copies, unless applicable UK law requires its retention.

3.5 The parties:

- (a) shall ensure the Personal Data is adequate, relevant and limited to what is necessary in relation to the Permitted Purposes and remains accurate;
- (b) shall implement the technical and organisational measures specified in Schedule 10 (*Security Requirements*) to ensure the security of the Personal Data. This includes protecting the Personal Data against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the data. In assessing the appropriate level of security, the parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects;
- (c) shall co-operate with each other, to the extent reasonably requested, in relation to any notifications to Supervisory Authorities or to Data Subjects which are required following a Personal Data Breach;
- (d) shall, without prejudice to the overarching obligation to comply with Data Protection Law independently, co-operate with each other, to the extent reasonably requested, in relation to:
 - (i) any Data Subject Access Requests;
 - (ii) any other communication from a Data Subject concerning the Processing of their Personal Data; and

- (iii) any communication from a Supervisory Authority concerning the Processing of Personal Data, or compliance with Data Protection Laws.

ANNEX 1: DESCRIPTION OF THE PROCESSING

Categories of data subjects whose personal data is processed

End Users (including Authorised End-users)

Categories of personal data processed

Name, contract details (addresses, email addresses, job titles) Sensitive data processed (if applicable)

N/A

Nature and purpose of the processing

Category of Personal Data	Permitted Processing Activities	Purpose for Processing
Name & Contact details of the End-User	Collecting, Storing	In the case of Open Data, in order to grant access to the Open Data via the Portal. In the case of Restricted Access Data, to process the Authorised End-Users initial request to access Restricted Access Data and thereafter in order to grant access to the Restricted Access Data via the Portal
Name & Contact details of the End-User	Sharing	Sharing the following details with Defra: • contact details of End-Users accessing Open Data; • the types of Open Data accessed and, where applicable, downloaded by End-Users; • contact details of Authorised End-users; • details of the request for access to Restricted Access Data given by Restricted Access Data Requestors; • the types of Restricted Access Data accessed and, where applicable, downloaded by Authorised End-Users.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

7 years from the date of last access to the Portal

SCHEDULE 12 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"BCDR Plan"	has the meaning given to it in Paragraph 2.1 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.2(b) of this Schedule;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.2(c) of this Schedule;
"Related Supplier"	any person who provides Deliverables to Defra which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Cranfield's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule,

2. BCDR Plan

- 2.1 Not less than forty (40) Business Days after the Commencement Date, Cranfield shall deliver to Defra for Defra's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that Cranfield shall follow to:

- (a) ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
- (b) the recovery of the Deliverables in the event of a Disaster.

- 2.2 The BCDR Plan shall be divided into three sections:

- (a) Section 1 which shall set out general principles applicable to the BCDR Plan;
- (b) Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
- (c) Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").

- 2.3 Following receipt of the draft BCDR Plan from Cranfield, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:

- (a) set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- (b) provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to Defra by a Related Supplier;

- (c) contain an obligation upon Cranfield to liaise with Defra and any Related Suppliers with respect to business continuity and disaster recovery;
- (d) detail how the BCDR Plan interoperates with any overarching disaster recovery or Business Continuity Plan of Defra and any of its other Related Supplier in each case as notified to Cranfield by Defra from time to time;
- (e) contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- (f) contain a risk analysis, including:
 - (i) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (ii) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - (iii) identification of risks arising from an Insolvency Event of Cranfield;
 - (iv) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - (v) a business impact analysis of different anticipated failures or disruptions;
- (g) provide for documentation of processes, including business processes, and procedures;
- (h) set out key contact details for Cranfield (and any Subcontractors) and for Defra;
- (i) identify the procedures for reverting to "normal service";
- (j) set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- (k) identify the responsibilities (if any) that Defra has agreed it will assume in the event of the invocation of the BCDR Plan; and
- (l) provide for the provision of technical assistance to key contacts at Defra as required by Defra to inform decisions in support of Defra's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

- (a) the Deliverables are provided in accordance with this Agreement at all times during and after the invocation of the BCDR Plan;
- (b) the adverse impact of any Disaster is minimised as far as reasonably possible;
- (c) it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
- (d) it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 Cranfield shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by Cranfield of this Agreement.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
- (a) the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
 - (b) the steps to be taken by Cranfield upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
- (a) address the various possible levels of failures of or disruptions to the provision of Deliverables;
 - (b) set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
 - (c) specify any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
 - (d) set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster, Cranfield ensures continuity of the business operations of Defra supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 Cranfield's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
- (a) loss of access to Cranfield Premises;
 - (b) loss of utilities to Cranfield Premises;
 - (c) loss of Cranfield's helpdesk or CAFM system;
 - (d) loss of a Subcontractor;
 - (e) emergency notification and escalation process;
 - (f) contact lists;
 - (g) staff training and awareness;
 - (h) BCDR Plan testing;
 - (i) post implementation review process;
 - (j) a details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
 - (k) details of how Cranfield shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

- (l) access controls to any disaster recovery sites used by Cranfield in relation to its obligations pursuant to this Schedule; and
- (m) testing and management arrangements.

6. Review and changing the BCDR Plan

6.1 Cranfield shall review the BCDR Plan:

- (a) within 30 days of Go-Live;
- (b) on a regular basis and as a minimum once every six (6) months;
- (c) within three (3) months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
- (d) where Defra requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1(a) and 6.1(c) of this Schedule) whereupon Cranfield shall conduct such reviews in accordance with Defra's written requirements. Prior to starting its review, Cranfield shall provide an accurate written estimate of the total costs payable by Defra for Defra's approval. The costs of both Parties of any such additional reviews shall be met by Defra except that Cranfield shall not be entitled to charge Defra for any costs that it may incur above any estimate without Defra's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by Cranfield within such period as Defra shall reasonably require.

6.3 Cranfield shall, within twenty (20) Business Days of the conclusion of each such review of the BCDR Plan, provide to Defra a report (a "Review Report**") setting out Cranfield's proposals (the "**Cranfield's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.**

6.4 Following receipt of the Review Report and Cranfield's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and Cranfield's Proposals. If the Parties are unable to agree Review Report and Cranfield's Proposals within twenty (20) Business Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 Cranfield shall as soon as is reasonably practicable after receiving the approval of Cranfield's Proposals effect any change in its practices or procedures necessary so as to give effect to Cranfield's Proposals. Any such change shall be at Cranfield's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7. Testing the BCDR Plan

7.1 Cranfield shall test the BCDR Plan:

- (a) regularly and in any event not less than once in every Contract Year;
- (b) in the event of any major reconfiguration of the Deliverables;
- (c) at any time where Defra considers it necessary (acting in its sole discretion).

- 7.2 If Defra requires an additional test of the BCDR Plan, it shall give Cranfield written notice and Cranfield shall conduct the test in accordance with Defra's requirements and the relevant provisions of the BCDR Plan. Cranfield's costs of the additional test shall be borne by Defra unless the BCDR Plan fails the additional test in which case Cranfield's costs of that failed test shall be borne by Cranfield.
- 7.3 Cranfield shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of Defra and shall liaise with Defra in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of Defra.
- 7.4 Cranfield shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with Defra. Copies of live test data used in any such testing shall be (if so required by Defra) destroyed or returned to Defra on completion of the test.
- 7.5 Cranfield shall, within twenty (20) Business Days of the conclusion of each test, provide to Defra a report setting out:
- (a) the outcome of the test;
 - (b) any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - (c) Cranfield's proposals for remedying any such failures.
- 7.6 Following each test, Cranfield shall take all measures requested by Defra to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by Cranfield, at its own cost, by the date reasonably required by Defra.

8. Invoking the BCDR Plan

In the event of a complete loss of service or in the event of a Disaster, Cranfield shall immediately invoke the BCDR Plan (and shall inform Defra promptly of such invocation). In all other instances Cranfield shall invoke or test the BCDR Plan only with the prior consent of Defra.

9. Circumstances beyond your control

Cranfield shall not be entitled to relief under Clause 22 (*Force Majeure*) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

SCHEDULE 13 CHARGES AND MILESTONE PAYMENTS

1. The Charges shall be split into the following categories:

1.1 the Milestone Payments;

1.2 the Operational Service Charges;

1.3 the Additional Service Charges; and

1.4 the Termination Assistance Fees.

2. Milestone Payments

2.1 The Milestone Payments shall be payable in accordance with the following:

████████████████████	████████████████████ ████████
████████████████████	████████
████████████████████	████████
████████████████████	████████
████████████████████	████████
████████████████████	████████
████████████████████	████████

3. Operational Service Charges

3.1 The Operational Service Charges for the Initial Term are as follows:

████████	████████████████████
████████████████████	████████
████████████████████	████████
████████████████████	████████
████████████████████	████████

3.2 The Operational Service Charges shall be:

- (a) payable from the Operational Services Start Date;
- (b) invoiced by Cranfield in arrears in twelve (12) equal monthly instalments; and
- (c) subject to indexation in accordance with paragraph 3.3 below.

3.3 Where Defra exercises its option to extend the Contract Period in accordance with Clause 2.2, the Operational Service Charges and Rate Card prices shall be indexed at the beginning of each of the Renewal Terms by the lesser of:

- (a) 2%; and
- (b) the average rate of inflation in the Consumer Prices Index in the previous 6 month period prior to the point of such indexation.

4. Additional Service Charges

4.1 The Parties shall agree to Additional Service Charges in respect of each Work Order called off in accordance with Clause 11 (*Work Order Process*).

5. Termination Assistance Fees

5.1 The Parties shall agree to Termination Assistance Fees in accordance with Paragraph 5 of Schedule 16 (*Exit Management*).

Annex 1 – Rate Card

Category	Item	Value
Category 1	Item 1.1	10
	Item 1.2	20
	Item 1.3	30
Category 2	Item 2.1	40
	Item 2.2	50
	Item 2.3	60
Category 3	Item 3.1	70
	Item 3.2	80
	Item 3.3	90
Category 4	Item 4.1	100
	Item 4.2	110
	Item 4.3	120
Category 5	Item 5.1	130
	Item 5.2	140
	Item 5.3	150
Category 6	Item 6.1	160
	Item 6.2	170
	Item 6.3	180
Category 7	Item 7.1	190
	Item 7.2	200
	Item 7.3	210
Category 8	Item 8.1	220
	Item 8.2	230
	Item 8.3	240
Category 9	Item 9.1	250
	Item 9.2	260
	Item 9.3	270
Category 10	Item 10.1	280
	Item 10.2	290
	Item 10.3	300

Annex 2 – Invoicing Requirements

1. Defra shall accept for processing any electronic invoice that it is valid, undisputed and complies with the requirements of Defra's e-invoicing system.
2. Cranfield shall ensure that each invoice is submitted in a PDF format and contains the following information:
 - a) the date of the invoice;
 - b) a unique invoice number;
 - c) the period to which the relevant Charge(s) relate;
 - d) the correct reference for the Agreement;
 - e) a valid purchase order number;
 - f) the dates between which the Services or Deliverables subject of each of the Charges detailed on the invoice were performed;
 - g) a description of the Deliverables or Services;
 - h) the pricing mechanism used to calculate the Charges (such as fixed price, time and materials);
 - i) any payments due in respect of achievement of a Milestone, including confirmation that Milestone has been Achieved by Defra's Authorised Representative;
 - j) the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to Defra under the terms of this Agreement, and, separately, any VAT or other sales tax payable in respect of each of the same, charged at the prevailing rate;
 - k) a contact name and telephone number of a responsible person in Cranfield's finance department and/or contract manager in the event of administrative queries; and
 - l) the banking details for payment to Cranfield via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number);
3. Cranfield shall submit all invoices and any requested supporting documentation through Defra's e-invoicing system or if that is not possible to: APinvoices-DEF-U@gov.sscl.com or alternatively to Shared Services Connected Ltd, PO Box 790, Newport, Gwent, NP10 8FZ with a copy (again including any supporting documentation) to such other person and at such place as Defra may notify to Cranfield from time to time.
4. Invoices submitted electronically will not be processed if:
 - a) The electronic submission exceeds 4mb in size
 - b) Is not submitted in a PDF formatted document
 - c) Multiple invoices are submitted in one PDF formatted document
 - d) The formatted PDF is "Password Protected"

SCHEDULE 14 VARIATION FORM



Department for Environment Food & Rural Affairs

CONTRACT CHANGE NOTE

Contract Change Note Number	
Contract Reference Number and Title	
Variation/ Modification Title	
Number of Pages	

Whereas the Cranfield University and Defra entered into a Contract for the provision of certain licensing hosting, maintenance and support services dated *[insert date dd/mm/yyyy]* (the “Original Contract”) and now wish to amend the Original Contract.

It is agreed as follows:

1. With effect from *[dd/mm/yyyy]* the Original Contract shall be amended as set out in this Contract Change Note:

Change Requestor / Originator									
Summary of Change									
Reason for Change									
Revised Contract Price	<table> <tr> <td>Original Contract Value</td><td>£</td></tr> <tr> <td>Previous Contract Changes</td><td>£</td></tr> <tr> <td>Contract Change Note [x]</td><td>£</td></tr> <tr> <td>New Contract Value</td><td>£</td></tr> </table>	Original Contract Value	£	Previous Contract Changes	£	Contract Change Note [x]	£	New Contract Value	£
Original Contract Value	£								
Previous Contract Changes	£								
Contract Change Note [x]	£								
New Contract Value	£								
Revised Payment Schedule									
Revised Specification (see Annex A)									
Revised Contract Period									
Change in Contract Manager(s)									
Other Changes/Modifications									

2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

Signed for and on behalf of Cranfield University by:

Name	
Title	
Signature	
Dated	

Signed for and on behalf of Defra by:

Name	
Title	
Signature	
Dated	

SCHEDULE 15 PROFORMA WORK ORDER

Work Order No: 00/x/	Title: <i>[insert title]</i>		
Contract Name: <i>[Defra to insert]</i>	Description of Work Order <i>[Insert brief description]</i>		
Work Order Reference		<i>[xxx001]</i>	
Project Manager:		Phone number:	
Authorised by:		Email:	
Commercial Contact (if applicable):			
This Work Order is entered into as of <i>[DD/MM/YYYY]</i> ("Work Order Commencement Date") by and between The Department for Environment, Food and Rural Affairs ("Defra") and Cranfield University ("Cranfield") and is subject to the overarching terms and conditions of <i>[LandIS Agreement, Ref:[xxx]]</i> ("LandIS Agreement") signed <i>[xxx]</i> between Defra and Cranfield. All capitalised terms used in this Work Order which are undefined shall have the meaning in the LandIS Agreement. In the event of a conflict or inconsistency between this Work Order and the LandIS Agreement, the terms of this Work Order shall prevail. Points of Contact: <i>[Insert Cranfield primary contact – name and email address]</i> <i>[Insert Defra primary contact– name and email address]</i>			
Term: The Work Order Services (as defined below) will commence on <i>[DATE]</i> and complete on or about <i>[DATE]</i>.			
Authority Request: <i>[complete details where required]</i> Defra has a requirement to <i>[insert description of work which will include resource requirement/programme of work – specific tasks, key milestones, deliverables, project management (specification)]</i>			
Work Order Services: Cranfield will provide the services ("Work Order Services") to assist Defra with <i>[name / description of Defra's project]</i> ("Project"), as follows: <i>[Insert description of Additional Services including out of scope items where applicable and dates by which the Work Order Service are to be provided.]</i> The Work Order Services will be performed at the <i>[insert Site]</i> premises at <i>[insert address]</i> or remotely. Cranfield will staff this Work Order as follows: <i>[add resource table for T&M using the grades and rates specified in the Rate Card set out in Schedule 13 (Charges and Milestone Payments) and providing day estimates for each member of Cranfield Staff used to provide the Work Order Services.]</i> Unless otherwise agreed to in writing by the parties, the above describes Cranfield's complete scope of Work Order Services.			

Deliverables

The following is the list of Work Order Deliverables (the “Work Order Deliverables”) to be completed by Cranfield:

[insert table of deliverables - not required for resource augmentation Work Orders]

Ref. No.	Work Order Deliverable Description	Work Order Deliverable Acceptance Criteria	Due Date

[Risk and Issues - insert table of risks and issues where applicable to the scope of services.]

Ref. No.	Description	Risk	Mitigation

Work Order Acceptance Procedure

Cranfield will advise Defra when the Work Order Deliverable is ready for review and Defra shall promptly review. Cranfield will provide sufficient supporting documentation and will respond promptly to Defra's questions and provide such additional information as Defra reasonably requires to allow for the review to take place. Any time taken by Cranfield responding to questions or providing information does not count towards the deemed Acceptance period set out below.

If a Work Order Deliverable meets the relevant Work Order Deliverable Acceptance Criteria as detailed in the Work Order Deliverables section above, Defra shall notify Cranfield promptly in writing, and such Work Order Deliverable shall be accepted by Defra.

If the Work Order Deliverable fails to meet the relevant Work Order Deliverable Acceptance Criteria then Defra shall notify Cranfield promptly in writing, with sufficient details and comments in respect of the failure to enable Cranfield to remedy any material defects at Cranfield's cost ("**Failure Notice**"). Cranfield shall then remedy and confirm the relevant Work Order Deliverable is ready for review against the relevant Work Order Deliverable Acceptance Criteria within ten (10) Business Days (or such longer period as the Parties may agree in writing) from the date of the Failure Notice.

Defra confirms that it will be deemed to have Accepted the relevant Work Order Deliverable on the earlier of: (a) using the Work Order Deliverable (other than for carrying out the Acceptance review); or (b) 12 (twelve) Business Days from the date that Cranfield tells Defra that the relevant Work Order Deliverable is ready for acceptance (if Defra does not inform Cranfield within this time of any material failure of the Work Order Deliverable to meet the relevant Acceptance Criteria).

Cranfield must deliver the Work Order Deliverable on or before the Due Date (including any time for Defra's Acceptance testing of the Deliverable and any re-work required under the Work Order Acceptance Procedure).

Late delivery of any Work Order Services or any Work Order Deliverable is a Default of the LandIS Agreement. "Late delivery" means that Cranfield has either: failed to provide the Work Order Deliverables, or has failed to re-work the Work Order Deliverables within ten (10) Business Days (or such longer period as the Parties may agree in writing) following the date of the relevant Failure Notice.

The rejection by Defra of any Work Order Deliverable where Cranfield has previously been given the opportunity to remedy the defects in the Work Order Deliverable shall entitle Defra to terminate the Work Order without any liability to Cranfield (save in respect of Charges due and owing to Cranfield up to the date of termination).

Charges [refer to the Rate Card in Schedule 13 (*Charges and Milestone Payments*)]

[For time and materials arrangements insert a table

Cranfield will perform its Work Order Services on a time and materials basis at the rates set forth below:

Cranfield estimates that its fees for its Work Order Services will be approximately [£][FEES], plus VAT.]

[For fixed Fee - Cranfield will perform its Work Order Services or provide the Work Order Deliverables on a fixed fee basis. Cranfield's fees for its Work Order Services will be [£][FEES]. VAT.

Cranfield will invoice this amount as follows: [INVOICING SCHEDULE]]

Line item	Invoice Value (excluding VAT)	Invoice Date
Total		

All Charges are detailed exclusive of VAT which shall be applied at the prevailing rate.

Defra Obligations:

In addition to any other responsibilities or assumptions described in this Work Order, below is a list of the obligations for which Defra will be responsible ("Defra Obligations").

[insert list of Defra Obligations e.g.: stakeholder access/input, documentation, access]

Additional Terms:

- 1. [Amend accordingly: It is assumed that Cranfield shall not be required to process any Defra Personal Data in the performance of the Work Order Services. OR Cranfield shall process Defra Personal Data in accordance with the Data Processing instructions set out in Appendix 1 to this Proforma Work Order].*
- 2. Defra has the right to terminate this Work Order at any time without reason by giving Cranfield not less than 30 days' written notice in which case Clause 21.1 shall apply in respect of payment. [amend accordingly for Fixed Price work]*
- 3. Unless specified in the Work Order Services or Work Order Deliverables no reporting shall be provided for this Work Order.*
- 4. Security requirements [to be completed as required for the scope of Work Order Services or N/A]. In the case of inconsistency between the security requirements specified in this Work Order and the Security Requirements in Schedule 10 (Security Requirements) the requirements that afford the greatest security protection for Defra prevail.*
- 5. Exit requirements [to be completed as required for the scope of Work Order Services (including any knowledge transfer requirements) or N/A]*

Signed for and on behalf of Defra:	Signed for and on behalf of Cranfield:
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 16 EXIT MANAGEMENT

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Exclusive Assets"	Cranfield Assets used exclusively by Cranfield or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Cranfield Asset(s) calculated in accordance with the depreciation policy of Cranfield (which Cranfield shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Cranfield Assets used by Cranfield or a Key Subcontractor in connection with the Deliverables but which are also used by Cranfield or Key Subcontractor for other purposes;
"Replacement Services"	any services which are substantially similar to any of the Services and which Defra receives in substitution for any of the Services following the End Date, whether those goods are provided by Defra internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to Defra;
"Transferable Contracts"	Sub-Contracts, licences for Cranfield's Software, licences for Third Party Software or other agreements which are necessary to enable Defra or any Replacement Supplier to provide the Deliverables and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 10.2(a) of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 10.2(c) of this Schedule; and
"Virtual Library"	the data repository hosted by Cranfield containing the accurate information about this Agreement and the Deliverables in accordance with Paragraph 2.2 of this Schedule.

2. Cranfield must always be prepared for contract exit

- 2.1 Cranfield shall within thirty (30) days from the Commencement Date provide to Defra a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 2.2 Cranfield shall within thirty (30) days from the Commencement Date (or such other period agreed in writing with Defra) create and maintain a Virtual Library containing:
 - (a) a detailed register of all Cranfield Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - (b) a configuration database detailing the technical infrastructure, a schedule of the IPRs which Defra reasonably requires to benefit from the Deliverables (including who is the owner of such IPRs, the contact details of the owner and whether or not such IPRs are held in escrow), any

plans required to be delivered by Cranfield pursuant to Schedule 12 (*Business Continuity and Disaster Recovery*) and operating procedures through which Cranfield provides the Deliverables,

and Cranfield shall ensure the Virtual Library is structured and maintained in accordance with open standards and the security requirements set out in this Agreement and is readily accessible by Defra at all times. All information contained in the Virtual Library should be regularly maintained and kept up to date every month, or where there is a material changes to the Services or their operation/delivery.

2.3 Cranfield shall:

- (a) ensure that all Exclusive Assets listed in the Virtual Library are clearly physically identified as such; and
- (b) procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to Defra) at the request of Defra to Defra (and/or its nominee) and/or any Replacement Supplier upon Cranfield ceasing to provide the Deliverables (or part of them) and if Cranfield is unable to do so then Cranfield shall promptly notify Defra and Defra may require Cranfield to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) months of the Effective Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Agreement.

3. Assisting re-competition for Deliverables

- 3.1 Cranfield shall, on reasonable notice, provide to Defra and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as Defra shall reasonably require in order to facilitate the preparation by Defra of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 3.2 Cranfield acknowledges that Defra may disclose Cranfield's Confidential Information (excluding Cranfield's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement. In such instance Defra undertakes to enter into a confidentiality agreement with the Replacement Supplier and procure third party rights of enforcement for the benefit of Cranfield thereunder, to the extent Cranfield's Confidential Information is disclosed to an actual or prospective Replacement Supplier.
- 3.3 Cranfield shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify Defra within five (5) Business Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult Defra in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to Cranfield.

4. Exit Plan

- 4.1 Cranfield shall, within three (3) months after the Commencement Date, deliver to Defra a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to Defra (the "**Exit Plan**").
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Business Days of the latest date for its

submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

- (a) how the Exit Information is obtained;
- (b) a mechanism for dealing with partial termination on the assumption that Cranfield will continue to provide the remaining Deliverables under this Agreement;
- (c) the management structure to be employed during the Termination Assistance Period;
- (d) a detailed description of both the transfer and cessation processes, including a timetable;
- (e) how the Deliverables will transfer to the Replacement Supplier and/or Defra;
- (f) arrangements for access to Materials which are Open Data or Restricted Access Data;
- (g) details of any contracts which will be available for transfer to Defra and/or the Replacement Supplier upon the End Date together with any reasonable costs required to effect such transfer;
- (h) the scope of Termination Assistance that may be required for the benefit of Defra (including which services set out in Annex 1 are applicable);
- (i) how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
- (j) any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 5 below) together with a capped estimate of such charges;
- (k) proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the End Date;
- (l) proposals for providing Defra or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
- (m) proposals for the assignment or novation of all services utilised by Cranfield in connection with the supply of the Deliverables;
- (n) proposals for the identification and return of all Defra Property in the possession of and/or control of Cranfield or any third party;
- (o) proposals for the disposal of any redundant Deliverables and materials;
- (p) how Cranfield will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and
- (q) any other information or assistance reasonably required by Defra or a Replacement Supplier.

5. Any charges payable as a result of Cranfield providing Termination Assistance shall be calculated on a fixed price (in accordance with the Rate Card), milestone basis and shall be payable by Defra in accordance with Clause 13 (*Charges*). Cranfield shall be entitled to increase or vary the Termination Assistance Fees only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

6. Cranfield shall:

- 6.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:
- (a) every twelve (12) months throughout the Term;
 - (b) no later than twenty (20) Business Days after a request from Defra for an up-to-date copy of the Exit Plan;
 - (c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Business Days after the date of the Termination Assistance Notice;
 - (d) as soon as reasonably possible following, and in any event no later than twenty (20) Business Days following, any material change to the Deliverables (including all changes under Clause 25 (*Variation*)); and
 - (e) jointly review and verify the Exit Plan if required by Defra and promptly correct any identified failures.
- 6.2 Only if (by notification to Cranfield in writing) Defra agrees with a draft Exit Plan provided by Cranfield under Paragraph 4.2 or 5 (as the context requires), shall that draft become the Exit Plan for this Agreement.
- 6.3 A version of an Exit Plan agreed between the Parties shall not be superseded by any draft submitted by Cranfield.
- 7. Termination Assistance**
- 7.1 Defra shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to Cranfield (a "**Termination Assistance Notice**") at least four (4) months prior to the End Date or as soon as reasonably practicable (but in any event, not later than one (1) month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:
- (a) the nature of the Termination Assistance required; and
 - (b) the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) months after the End Date.
- 7.2 Defra shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:
- (a) no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) months after the End Date; and
 - (b) Defra shall notify Cranfield of any such extension by serving not less than twenty (20) Business Days' written notice upon Cranfield.
- 7.3 Defra shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Business Days' written notice upon Cranfield in which instance Cranfield shall be paid for all Termination Assistance which has been supplied until the date of termination.
- 7.4 In the event that Termination Assistance is required by Defra but at the relevant time the Parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, Cranfield will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Defra approved version of the Exit Plan (insofar as it still applies).
- 7.5 Within ten (10) Business Days of Defra's provision of the Termination Assistance Notice to Cranfield, recognising that certain of those Materials (due to their nature) are indivisible and all of the Materials are

in the possession of Cranfield, the Parties shall endeavour to negotiate in good faith an agreement regarding terms for ensuring the safekeeping and custodianship of, and access to, such Materials.

- 7.6 Subject to the continued payment of the Charges due in respect of the Service throughout the Termination Assistance Period, Cranfield shall continue to provide such Services as Defra requires.

8. Termination Assistance Period

- 8.1 Throughout the Termination Assistance Period, Cranfield shall:

- (a) continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Agreement and, if required by Defra, provide the Termination Assistance;
- (b) provide to Defra and/or its Replacement Supplier any reasonable assistance and/or access requested by Defra and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to Defra and/or its Replacement Supplier;
- (c) use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to Defra;
- (d) subject to Paragraph 8.3, provide the Deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Performance Monitoring Reports or any other reports nor to any other of Cranfield's obligations under this Agreement;
- (e) at Defra's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to Defra; and
- (f) seek Defra's prior written consent to access any Defra Premises from which the de-installation or removal of Cranfield Assets is required.

- 8.2 If it is not possible for Cranfield to reallocate resources to provide such assistance as is referred to in Paragraph 8.1(b) without additional costs to Defra, any additional costs incurred by Cranfield in providing such reasonable assistance shall be subject to the Variation Procedure.

- 8.3 If Cranfield demonstrates to Defra's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on Cranfield's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service accordingly.

9. Obligations when the Agreement is terminated

- 9.1 Cranfield shall comply with all of its obligations contained in the Exit Plan.

- 9.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect Cranfield's performance of the Deliverables and the Termination Assistance), Cranfield shall:

- (a) cease to use the Defra Data;
- (b) vacate any Defra Premises;
- (c) remove Cranfield Equipment together with any other materials used by Cranfield to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. Cranfield is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by Cranfield;
- (d) provide access during normal Business Hours to Defra and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:

- (i) such information relating to the Deliverables as remains in the possession or control of Cranfield; and
 - (ii) such members of Cranfield Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by Cranfield, provided that Defra and/or the Replacement Supplier shall pay the reasonable costs of Cranfield actually incurred in responding to such requests for access;
 - (e) if no agreement for the safekeeping and custodianship of, and access to, such Materials is concluded in accordance with Paragraph 7.5 above, the following terms shall become effective from expiry or termination of this Agreement:
 - (i) such Materials shall remain with Cranfield and Cranfield shall give access to Defra (or any Authorised End-user) upon reasonable request. The Parties shall jointly be liable in equal proportions for the costs of such safekeeping and custodianship; but
 - (ii) if at any time (including at or after expiry or termination of this agreement) Cranfield is or becomes unwilling or unable to maintain the safekeeping and custodianship of, and allow access to, such Materials:
 - (A) Cranfield shall deliver up to a nominated third party (capable of suitability and securely storing) the Materials in its possession, for safekeeping and custodianship of, and arranging access to, such Materials;
 - (B) the Parties shall perpetually bear any fees associated with the safekeeping and custodianship of, and obtaining access to, such jointly owned Materials (to be shared equally); and
 - (C) the Parties shall have rights to access such Materials and shall notify the other Party if at any time it has, arranges or grants, access to such Materials (and shall be liable to the other Party for any acts or omissions of persons to whom access is given).
- 9.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect Cranfield's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.
- 10. Assets, Sub-contracts and Software**
- 10.1 Following notice of termination of this Agreement and during the Termination Assistance Period, Cranfield shall not, without Defra's prior written consent (such consent not to be unreasonably withheld or delayed):
- (a) terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or
 - (b) (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Cranfield Assets or acquire any new Cranfield Assets.
- 10.2 Within twenty (20) Business Days of receipt of the up-to-date contents of the Virtual Library provided by Cranfield, Defra shall notify Cranfield setting out:

- (a) which, if any, of the Transferable Assets Defra requires to be transferred to Defra and/or the Replacement Supplier ("**Transferring Assets**");
 - (b) which, if any, of:
 - (i) the Exclusive Assets that are not Transferable Assets; and
 - (ii) the Non-Exclusive Assets,
 Defra and/or the Replacement Supplier requires the continued use of; and
 - (c) which, if any, of Transferable Contracts Defra requires to be assigned or novated to Defra and/or the Replacement Supplier (the "**Transferring Contracts**"), in order for Defra and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. Cranfield shall provide all reasonable assistance required by Defra and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Services. Where requested by Cranfield, Defra and/or its Replacement Supplier shall discuss in good faith with Cranfield which Transferable Contracts are used by Cranfield in matters unconnected to the Services or Replacement Services.
- 10.3 With effect from the expiry of the Termination Assistance Period, Cranfield shall sell the Transferring Assets to Defra and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.
- 10.4 Risk in the Transferring Assets shall pass to Defra or the Replacement Supplier (as appropriate) at the end of the Transition Assistance Period and title shall pass on payment for them.
- 10.5 Where Defra and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, Cranfield shall as soon as reasonably practicable:
- (a) procure a non-exclusive, perpetual, royalty-free licence for Defra and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
 - (b) procure a suitable alternative to such assets, Defra or the Replacement Supplier to bear the reasonable proven costs of procuring the same.
- 10.6 Cranfield shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to Defra and/or the Replacement Supplier. Cranfield shall execute such documents and provide such other assistance as Defra reasonably requires to effect this novation or assignment.
- 10.7 Defra shall:
- (a) accept assignments from Cranfield or join with Cranfield in procuring a novation of each Transferring Contract; and
 - (b) once a Transferring Contract is novated or assigned to Defra and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.
- 10.8 Cranfield shall hold any Transferring Contracts on trust for Defra until the transfer of the relevant Transferring Contract to Defra and/or the Replacement Supplier has taken place.
- 10.9 Cranfield shall indemnify Defra (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to Defra (and/or Replacement Supplier) pursuant to Paragraph 10.6 in relation to

any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 30 (*Third Party Rights*) shall not apply to this Paragraph 10.9 which is intended to be enforceable by third party beneficiaries by virtue of the CRTPA.

11. No charges

Unless otherwise stated, Defra shall not be obliged to pay for costs incurred by Cranfield in relation to its compliance with this Schedule.

12. Dividing the bills

All outgoings, expenses, rents and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between Defra and/or the Replacement Supplier and Cranfield as follows:

- 12.1 the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;
- 12.2 Defra or Replacement Supplier (as applicable) shall be the responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and
- 12.3 Cranfield shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

- 1.1 Defra may specify that any of the following services will be provided by Cranfield as part of its Termination Assistance:
- (a) notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;
 - (b) providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by Defra and/or the Replacement Supplier after the end of the Termination Assistance Period;
 - (c) providing details of work volumes and staffing requirements over the twelve (12) months immediately prior to the commencement of Termination Assistance;
 - (d) providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Deliverables and re-writing and implementing these during and for a period of twelve (12) months after the Termination Assistance Period;
 - (e) providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the Deliverables after the Termination Assistance Period;
 - (f) agreeing with Defra an effective communication strategy and joint communications plan which sets out the implications for Cranfield Staff, Defra staff, customers and key stakeholders;
 - (g) agreeing with Defra a handover plan for all of Cranfield's responsibilities as set out in the Security Management Plan;
 - (h) providing an information pack listing and describing the Deliverables for use by Defra in the procurement of the Replacement Deliverables;
 - (i) answering all reasonable questions from Defra and/or the Replacement Supplier regarding the Deliverables;
 - (j) agreeing with Defra and/or the Replacement Supplier a plan for the migration of the Defra Data to Defra and/or the Replacement Supplier;
 - (k) providing access to Defra and/or the Replacement Supplier during the Termination Assistance Period and for a period not exceeding six (6) months afterwards for the purpose of the smooth transfer of the provision of the Deliverables to Defra and/or the Replacement Supplier:
 - (i) to information and documentation relating to the Deliverables that is in the possession or control of Cranfield or its Subcontractors (and Cranfield agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and
 - (ii) following reasonable notice and during Cranfield's normal Business Hours, to members of Cranfield Staff who have been involved in the provision or management of the provision of the Deliverables and who are still employed or engaged by Cranfield or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

- (l) knowledge transfer services, including:
 - (i) making available to Defra and/or the Replacement Supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by Defra and/or the Replacement Supplier (acting reasonably);
 - (ii) transferring all training material and providing appropriate training to those Defra and/or Replacement Supplier staff responsible for internal training in connection with the provision of the Deliverables;
 - (iii) providing as early as possible for transfer to Defra and/or the Replacement Supplier of all knowledge reasonably required for the provision of the Deliverables which may, as appropriate, include information, records and documents;
 - (iv) providing Cranfield and/or the Replacement Supplier with access to sufficient numbers of the members of Cranfield Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the Deliverables and who are still employed or engaged by Cranfield or its Subcontractors; and
 - (v) allowing Defra and/or the Replacement Supplier to work alongside and observe the performance of the Services by Cranfield at its Sites used to fulfil the Services (subject to compliance by Defra and the Replacement Supplier with any applicable security and/or health and safety restrictions,

and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of Cranfield (in such form as Cranfield shall reasonably require)).

1.2 Cranfield will:

- (a) provide a documented plan relating to the training matters referred to in Paragraph 1.1(l) for agreement by Defra at the time of termination or expiry of this Agreement; and
- (b) co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1(g), providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from Cranfield to Defra and/or its Replacement Supplier, Cranfield shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of Defra and/or the Replacement Supplier.

1.4 The information which Cranfield will provide to Defra and/or the Replacement Supplier pursuant to Paragraph 1.1(k) shall include:

- (a) copies of up-to-date procedures and operations manuals;
- (b) product information;
- (c) agreements with third party suppliers of goods and services which are to be transferred to Defra and/or the Replacement Supplier; and
- (d) key support contact details for third party supplier personnel under contracts which are to be assigned or novated to Defra pursuant to this Schedule,

and such information shall be updated by Cranfield at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period, Cranfield shall grant any agent or personnel (including employees, consultants and suppliers) of the Replacement Supplier and/or Defra access, during Business

Hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- (a) any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (i) sign a confidentiality undertaking in favour of Cranfield (in such form as Cranfield shall reasonably require); and
 - (ii) during each period of access comply with the security, systems and facilities operating procedures of Cranfield relevant to such Site and that Defra deems reasonable; and
- (b) Defra and/or the Replacement Supplier shall pay the reasonable, proven and proper costs of Cranfield incurred in facilitating such access.

SCHEDULE 17 SUSTAINABILITY

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (*Definitions*):

"Net Zero"	a state in which the amount of GHG Emissions released into the atmosphere are balanced by the amount of GHG Emissions removed;
"Supply Chain Map"	details of (i) Cranfield, (ii) all Subcontractors and (iii) any other entity that Cranfield is aware is in its supply chain that is not a Subcontractor, setting out at least: (a) the name, registered office and company registration number of each entity in the supply chain; (b) the function of each entity in the supply chain; and (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain; and
"Waste Hierarchy"	prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011: (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal.

Part 1

2. Public Sector Equality Duty

- 2.1 In addition to legal obligations, where Cranfield is providing a Deliverable to which the Public Sector Equality duty applies, Cranfield shall support Defra in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Agreement in a way that seeks to:
- 2.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and
 - 2.1.2 advance:
 - a) equality of opportunity; and
 - b) good relations,between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Employment Law

Cranfield must perform its obligations meeting the requirements of all Applicable Law regarding employment.

4. Modern Slavery

4.1 Cranfield:

- 4.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
- 4.1.2 shall not require any Cranfield Staff or Subcontractor personnel to lodge deposits or identity papers with the employer and shall be free to leave their employer after reasonable notice;
- 4.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 4.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;
- 4.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world;
- 4.1.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 4.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Agreement;
- 4.1.8 shall prepare and deliver to Defra, an annual slavery and human trafficking report (in respect of which a statement under section 54 of the Modern Slavery Act 2015 would be sufficient) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with this Paragraph 4;
- 4.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 4.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 4.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its Subcontractors to Defra and Modern Slavery Helpline and relevant national or local law enforcement agencies; and
- 4.1.12 if Cranfield is in Default under any of Paragraphs 4.1.1 to 4.1.11 (inclusive) of this Part 1 of this Schedule, Defra may by notice:
 - a) require Cranfield to remove from performance of this Agreement any Subcontractor, Cranfield Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - b) immediately terminate this Agreement and the consequences of termination set out in Clause 21 shall apply.

5. Environmental Requirements

- 5.1 Cranfield must perform its obligations meeting in all material respects the requirements of all Applicable Laws regarding the environment.
- 5.2 In performing its obligations under this Agreement, Cranfield shall, where applicable to this Agreement, to the reasonable satisfaction of Defra:
 - 5.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Applicable Laws;

- 5.2.2 be responsible for ensuring that any waste generated by Cranfield and sent for recycling, disposal or other recovery as a consequence of this Agreement is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
- 5.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Agreement do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
- 5.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Agreement is revoked, Cranfield shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 5.4 In performing its obligations under this Agreement, Cranfield shall to the reasonable satisfaction of Defra, where: (i) the anticipated Charges in any Contract Year are above five million pounds sterling (£5,000,000) per annum (including VAT)); (ii) this is a public contract, other than a special regime contract under the Procurement Act 2023; and (iii) it is related to and proportionate to the contract in accordance with PPN 016), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 016.
- 5.5 Cranfield shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

6. Supplier Code of Conduct

- 6.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf
Defra expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code of Conduct.

7. Reporting

Cranfield shall comply with reasonable requests by Defra for information evidencing compliance with any of the requirements in Paragraphs 2 to 6 of this Part 1. above within fourteen (14) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.

Part 2

Equality, Diversity and Inclusion – Further Requirements

- 1. Cranfield shall ensure that it fulfils its obligations under this Agreement in a way that does not discriminate against individuals because of socio-economic background, working pattern or having parental or other caring responsibilities.

2. Environmental – Further Requirements

- 2.1 Cranfield must have a documented management system and controls in place to manage the environmental impacts of delivering the Deliverables.
- 2.2 Cranfield shall ensure that any Deliverables are designed, sourced and delivered in a manner which is environmentally and socially responsible.

- 2.3 In delivering the Deliverables, Cranfield must comply with Defra's sustainability requirements set out at:
- 2.3.1 <https://assets.publishing.service.gov.uk/media/5f314332d3bf7f1b1b53e828/defra-sustainable-it-strategy.pdf>;
- 2.3.2 <https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025/greening-government-ict-and-digital-services-strategy-2020-2025>; and
- 2.3.3 Point 12 of the Technology Code of Practice found at: <https://www.gov.uk/guidance/make-your-technology-sustainable>.
- 2.4 Cranfield warrants that it has obtained relevant Environment Management System (EMS) certified to ISO 14001 or an equivalent certification from a UKAS accredited body and shall comply with and maintain certification requirements throughout the Contract Period.
- 2.5 In performing its obligations under this Agreement, Cranfield shall to the reasonable satisfaction of Defra:
- 2.5.1 avoid consumable single use items (including packaging) unless otherwise agreed with Defra, and unless the use is primarily related to the management of Cranfield's own facilities or internal operations as opposed to the provision of Deliverables;
- 2.5.2 demonstrate that the whole life cycle impacts (including end of use) associated with the Deliverables that extend beyond direct operations into that of the supply chain have been considered and reduced;
- 2.5.3 minimise the consumption of resources and use them efficiently (including water and energy), working towards a circular economy including designing out waste and non-renewable resources, using re-use and closed loop systems;
- 2.5.4 achieve continuous improvement in environmental (and social) performance; and
- 2.5.5 demonstrate to Defra that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001.

3. Further Reporting Requirements

- 3.1 Cranfield shall comply with reasonable requests by Defra for information evidencing compliance with any of the requirements in Paragraphs 1 and 2 of this Part 2 above within thirty (30) days of such request, provided that such requests are limited to two (2) per requirement per Contract Year.
- 3.2 Cranfield shall complete the reports in Table A of this Part 2 in relation to its provision of the Deliverables under this Agreement and provide these to Defra on the date and frequency outlined in Table A of this Part 2.

Table A

Sustainability Report Name	Content of Report	Frequency of Report
Sustainability	1. Project delivery a) the key sustainability impacts identified over the relevant reporting period; b) sustainability improvements made over the relevant reporting period; c) actions underway or planned to reduce sustainability impacts over the relevant reporting period and next relevant reporting period;	On each anniversary of the Commencement Date

Sustainability Report Name	Content of Report	Frequency of Report
	d) contributions made to Defra’s sustainability policies and objectives over the relevant reporting period; e) risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by Cranfield in response to those risks; 2. Cranfield’s corporate sustainability targets – a) Cranfield's progress towards Net Zero, focusing on initiatives relevant to Defra Group objectives; b) sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of Cranfield’s operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered. 3. Education, awareness and knowledge transfer – demonstrating the developing of sustainability expertise and how sustainability expertise has been shared within the delivery team and Defra. 4. Working with Supply Chains – How Cranfield is working with its supply chain to improve sustainability outcomes and reduce environmental impacts, highlighting any initiatives specific to this Agreement. 5. Supporting our communities – sharing examples of Cranfield support for community environmental (and/or broader social value) initiatives and volunteering.	
Greenhouse Gas Emissions	Indicate greenhouse gas emissions pertaining to the Deliverables delivered to Defra as a result of this Agreement, making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses Broken down by source, type and scope 1, 2 and 3 emissions.	On each anniversary of the Commencement Date

Sustainability Report Name	Content of Report	Frequency of Report
Waste created	By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.	On each anniversary of the Commencement Date
Water Use	Volume in metres cubed by site and/or service, including embodied water consumption per device.	On each anniversary of the Commencement Date
Energy Use	Separate energy consumption figures for: a. assets deployed on Cranfield's site; b. assets deployed off-site; and c. energy consumed by IT assets and by any cooling devices deployed.	Quarterly from the Commencement Date
Transport Use	a. miles travelled by Cranfield Staff when visiting Defra's sites from Cranfield's sites or home; b. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and c. the number of multi-lateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees	Quarterly from the Commencement Date
Social Value	A statement that Cranfield's social value obligations are either: a. being met; or b. where any obligations are not being met, an explanation why it is not being met and how Cranfield shall rectify it. Cranfield shall provide Defra with copies of its social value obligations within 30 days of the Commencement Date and as soon as practicable following any update thereto.	Quarterly from the Commencement Date
Sustainability - Cloud	Cranfield must comply with Green Public Procurement (GPP) Criteria for Data Centres, Server Rooms and Cloud Services. JRC Publications Repository - Development of the EU Green Public Procurement (GPP) Criteria for Data Centres, Server Rooms and Cloud Services (europa.eu)	On each anniversary of the Commencement Date

SCHEDULE 18 KEY SUBCONTRACTORS

1. Appointment of Key Subcontractors

- 1.1 In accordance with Clause 32.2, Cranfield is entitled to sub-contract its obligations under this Agreement to the Key Subcontractors listed in the table below.
- 1.2 The Parties agree that they will update the table below periodically to record any additional Key Subcontractors appointed by Cranfield with the consent of Defra after the Commencement Date for the purposes of the delivery of the Services.

Key Subcontractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Term	Key role in the delivery of the Services