

DATED

Agreement for the Maintenance and Licensing of LANDIS

Cranfield University

and

Department for the Environment, Food and Rural Affairs

This agreement is dated

Between:

Parties

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

BACKGROUND

- (A) [redacted]
[redacted] by agreements listed in Schedule 1 Annex A. The purpose
[redacted]
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Agreed terms

1. INTERPRETATION

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

1.1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Services: the Preservation Services and the Licensing Services.

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

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

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

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

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

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

2. COMMENCEMENT AND DURATION

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

3. CRANFIELD'S OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

4. DEFRA'S OBLIGATIONS

4.1 DEFRA shall:

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

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

5. CHANGE CONTROL

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

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

5.2 If the parties:

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

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

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

6. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. INTELLECTUAL PROPERTY RIGHTS, LICENCES AND ACCESS TO MATERIALS

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

7.2

[REDACTED]

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8. AUDIT AND REVIEW

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

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

8.2 If such inspection or audit of the Records:

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

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

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

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

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

9. DATA PROTECTION

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

10. ANTI-CORRUPTION AND MODERN SLAVERY

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

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

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

10.2 Each of the parties warrants that:

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

10.3 The parties further agree:

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

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

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

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

11. CONFIDENTIALITY

11.1 [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

12. WARRANTIES

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

13. LIMITATION OF LIABILITY

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

14. TERMINATION

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

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED];

- (j) [REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED]
[REDACTED]
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[REDACTED].

14.2 [REDACTED]
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[REDACTED]

[REDACTED]

16. FORCE MAJEURE

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

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

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

17. ASSIGNMENT AND OTHER DEALINGS

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

18. VARIATION

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

19. WAIVER

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

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

20. RIGHTS AND REMEDIES

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

21. SEVERANCE

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

22. ENTIRE AGREEMENT

- 22.1 This agreement together with its Schedules, along with the agreements references in Schedule 1 Part A insofar as they relate to ownership of the Data and Materials, and the rights transferred and granted in the documents listed in Schedule 1 Part A constitute the entire agreement between the parties and supersedes all promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

23. CONFLICT

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

24. NO PARTNERSHIP OR AGENCY

- 24.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 24.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

25. THIRD PARTY RIGHTS

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

□ □ □ □ □

[REDACTED]

5

Age Group	Percentage Vaccinated
18-24	~10%
25-34	~15%
35-44	~25%
45-54	~40%
55-64	~55%
65-74	~75%
75-84	~85%
85+	~95%



11

[REDACTED]

MULTI-TIERED DISPUTE RESOLUTION PROCEDURE

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

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

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

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

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

28. GOVERNING LAW AND JURISDICTION

28.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of shall be governed by and construed in accordance with the law of England and Wales and each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

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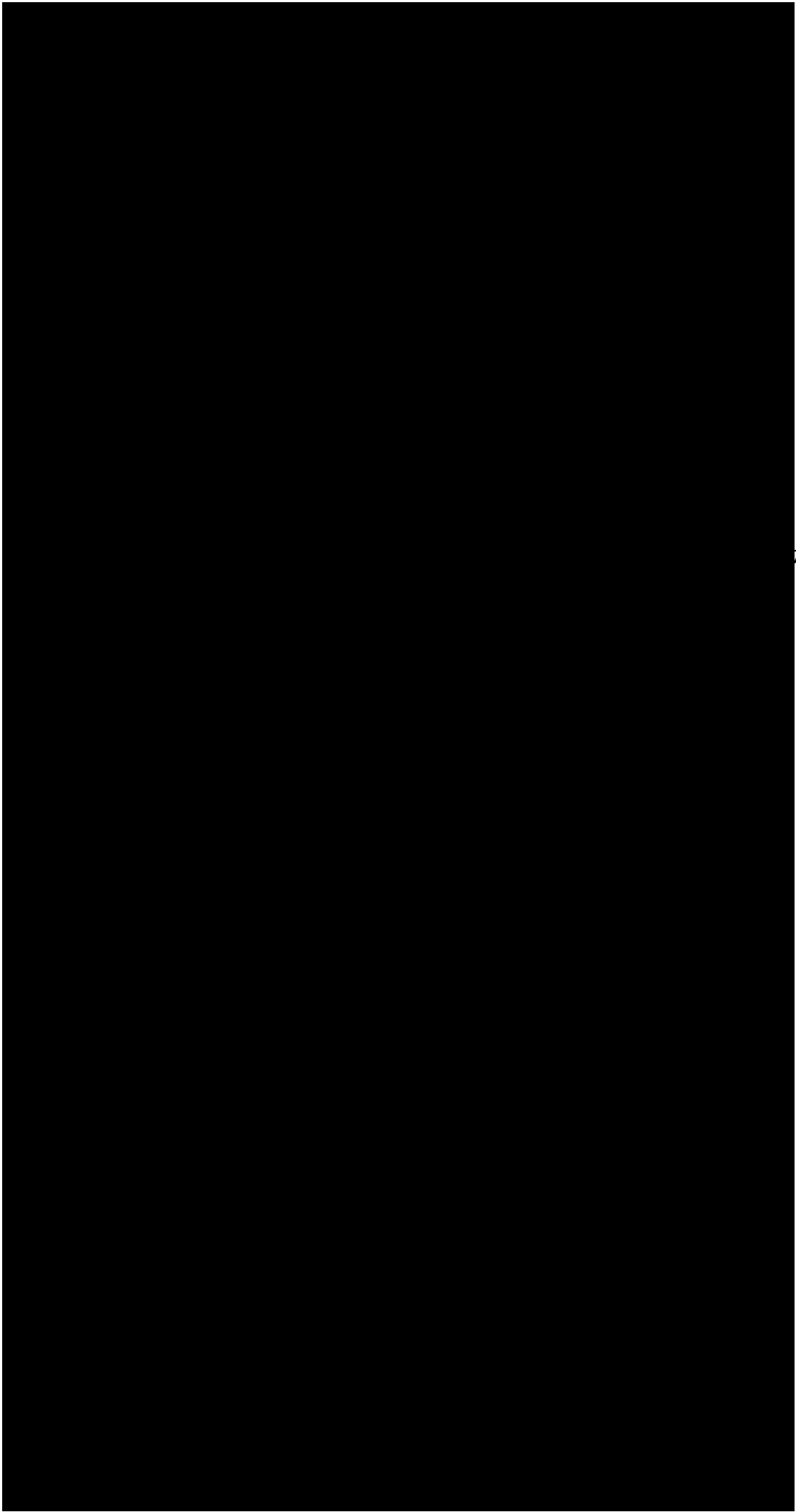
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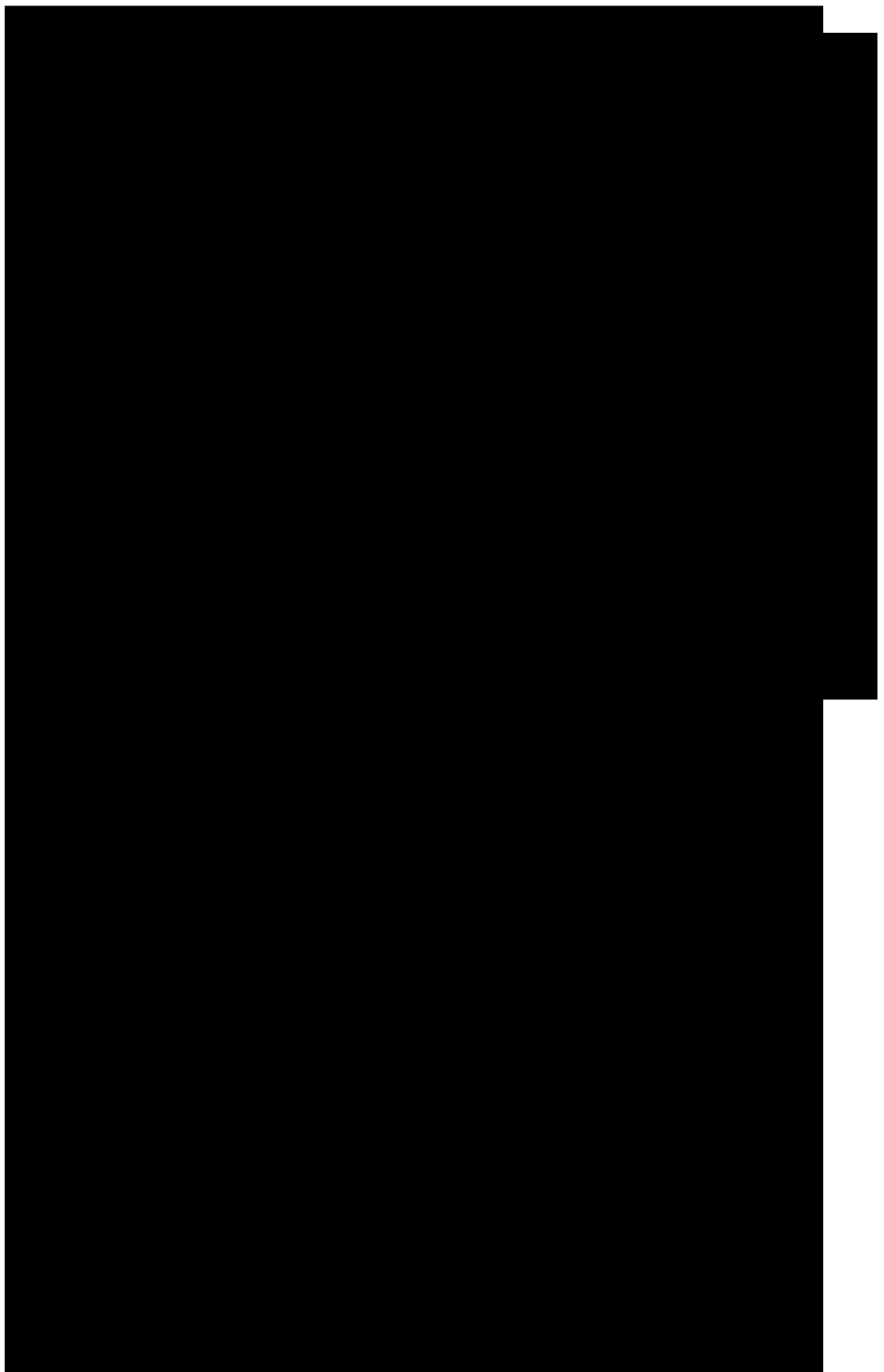
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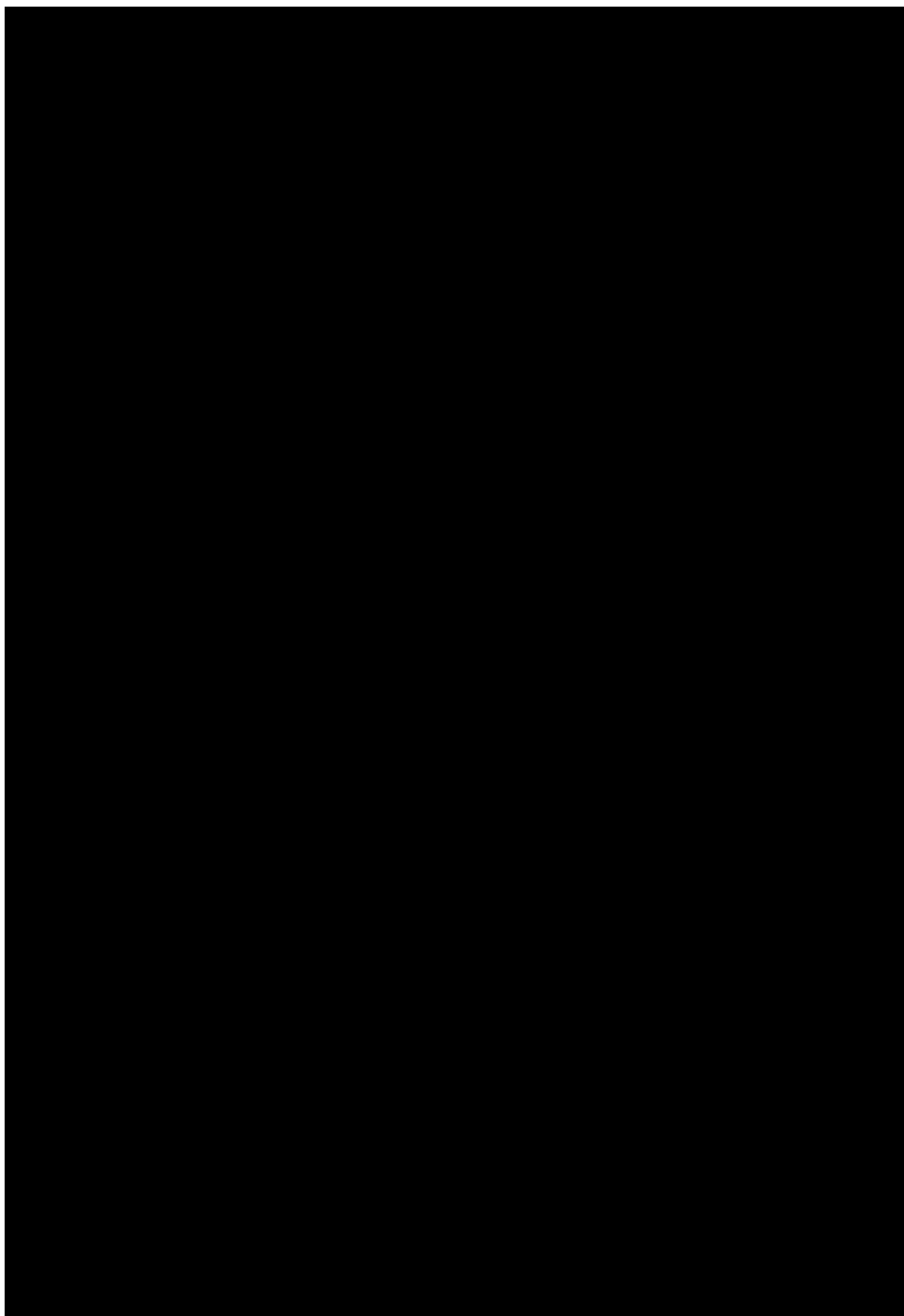
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1 Interpretation

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

2 Not used

1 [REDACTED]

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1. **Identify the subject and the verb.** The subject is "The committee" and the verb is "has decided".

[REDACTED]

[REDACTED]

■ **Figure 1** ■

[REDACTED]

■ [REDACTED]

■ **THE FUTURE OF THE FIRM** The firm's future is bright. The company is well positioned to continue its growth and success in the coming years.

[REDACTED]

■ [REDACTED]

■ **RESEARCH** *Journal of Management Education* 36(10):1139-1154, 2012. © 2012 Sage Publications. 10.1177/0022032112467501

■ [REDACTED]

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4. ■ [REDACTED]

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Schedule 2 – ANNEX A. Detail of Preservation Services

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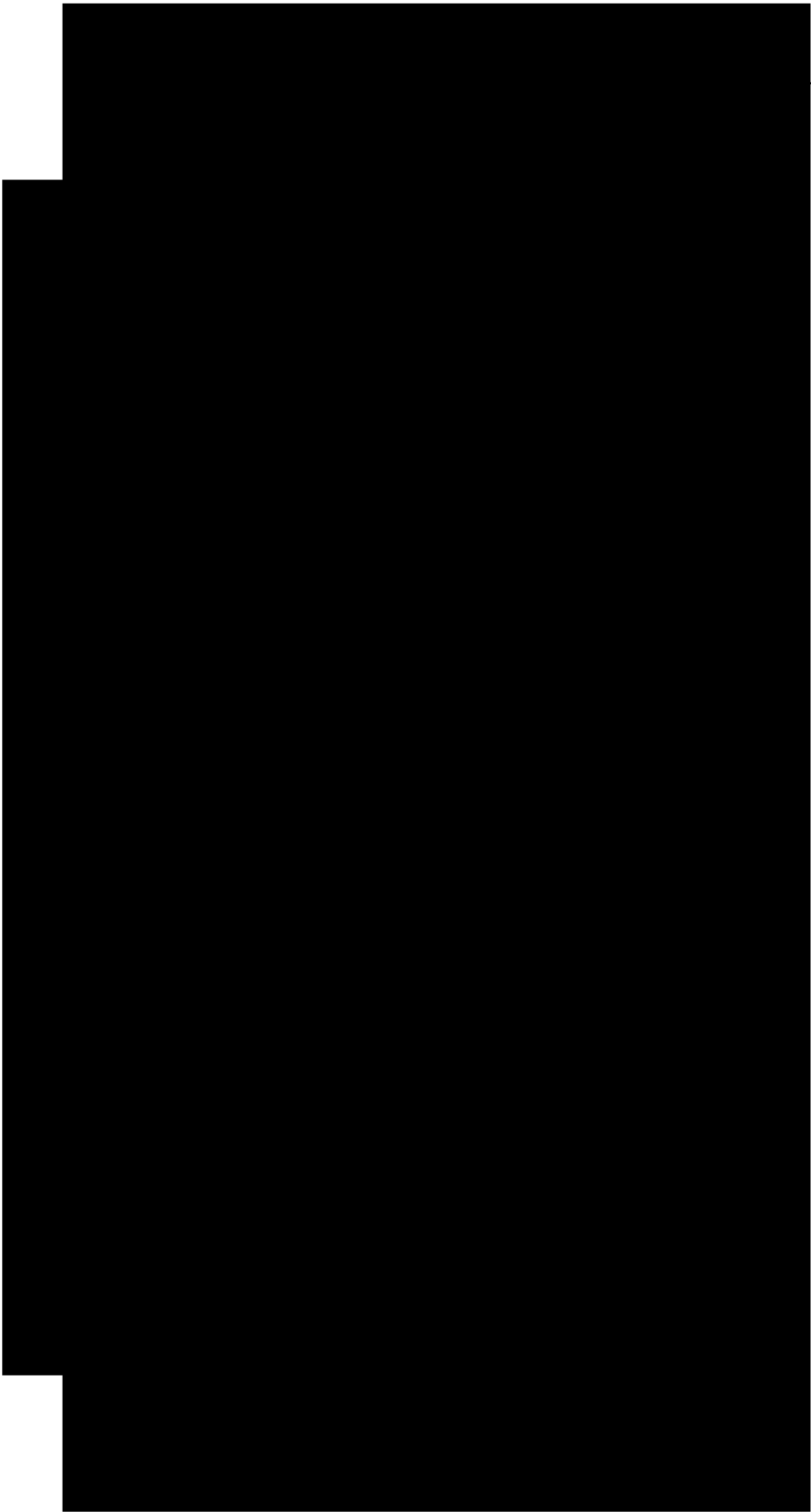
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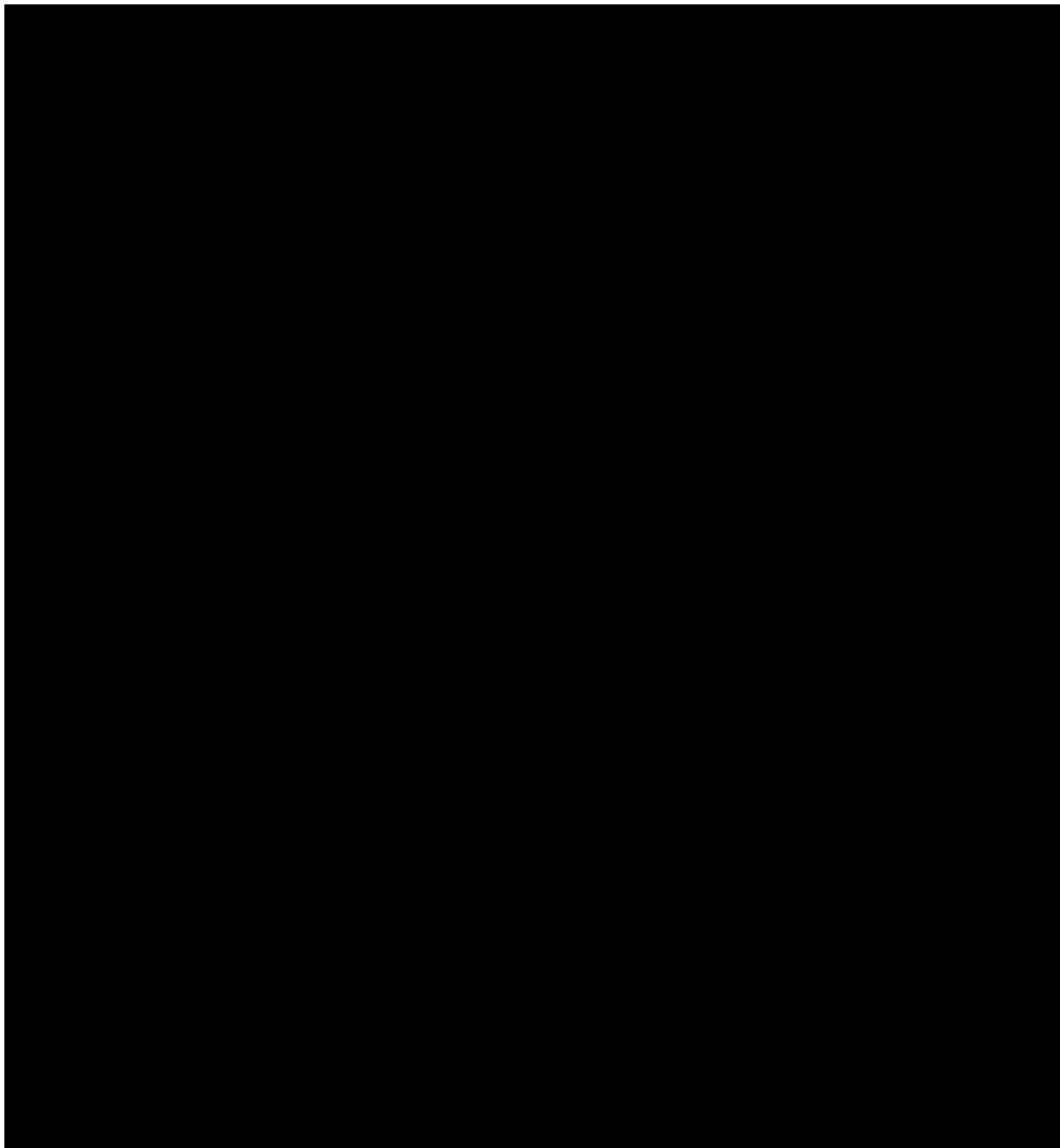
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Part 2 Standard Operational Services

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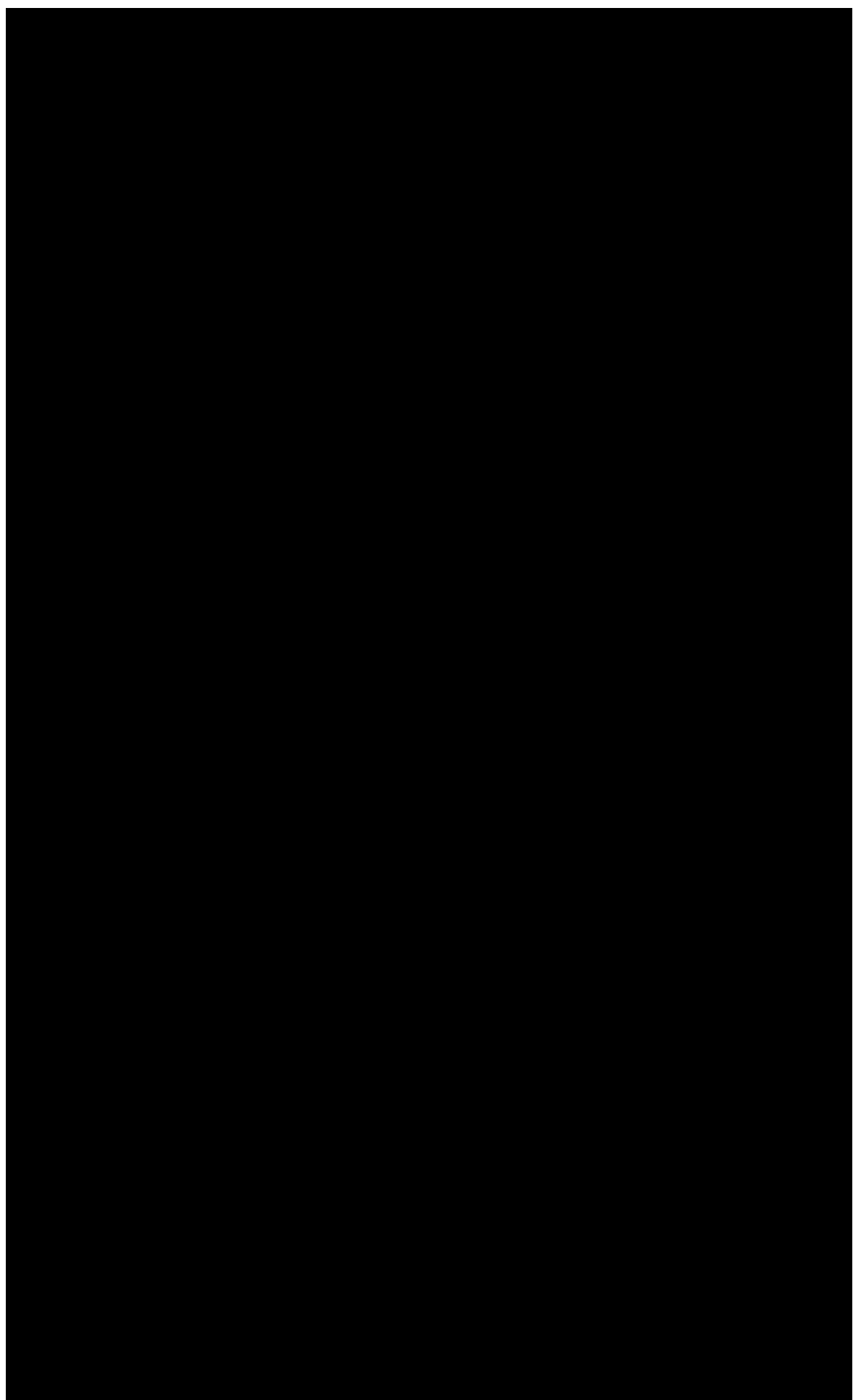
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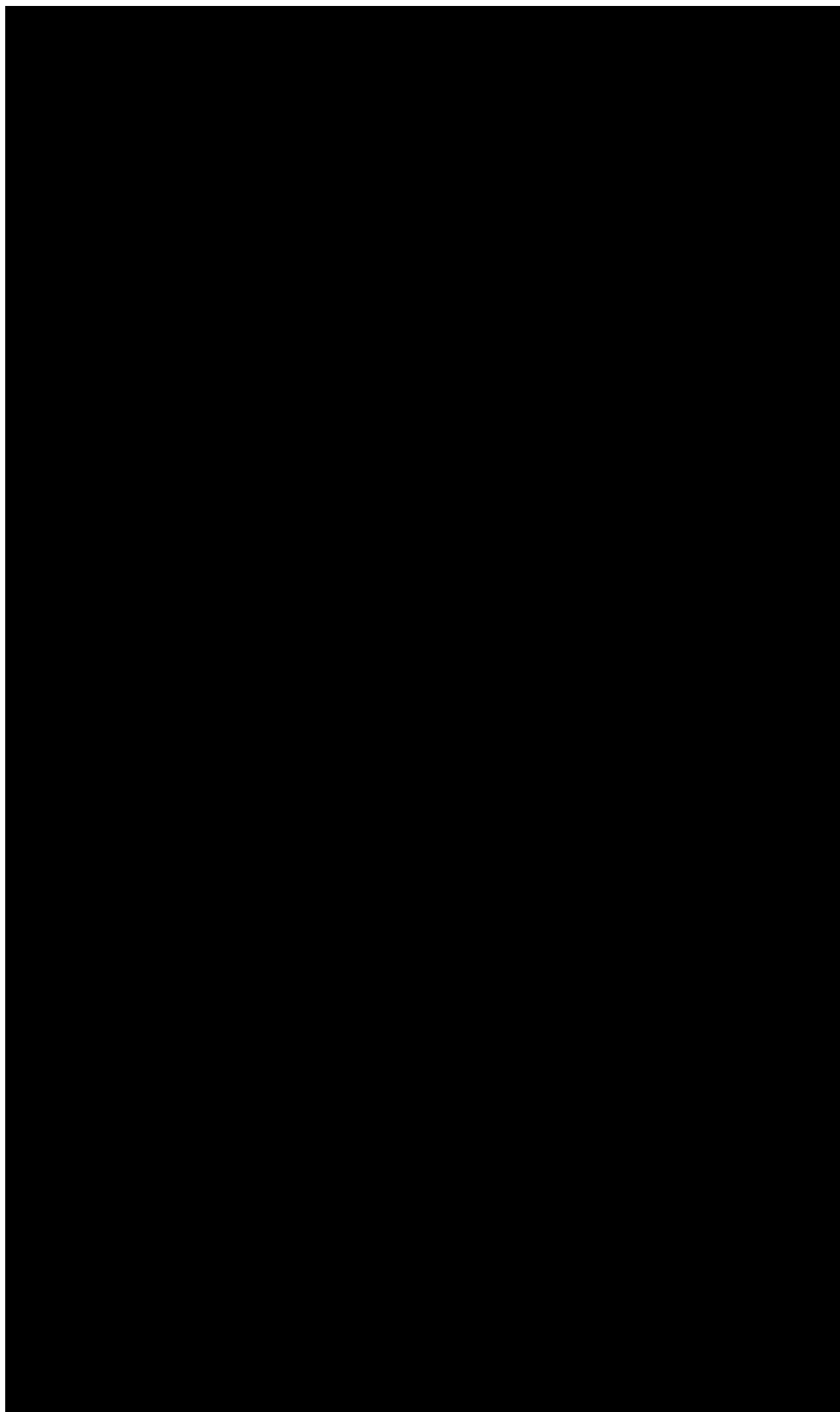
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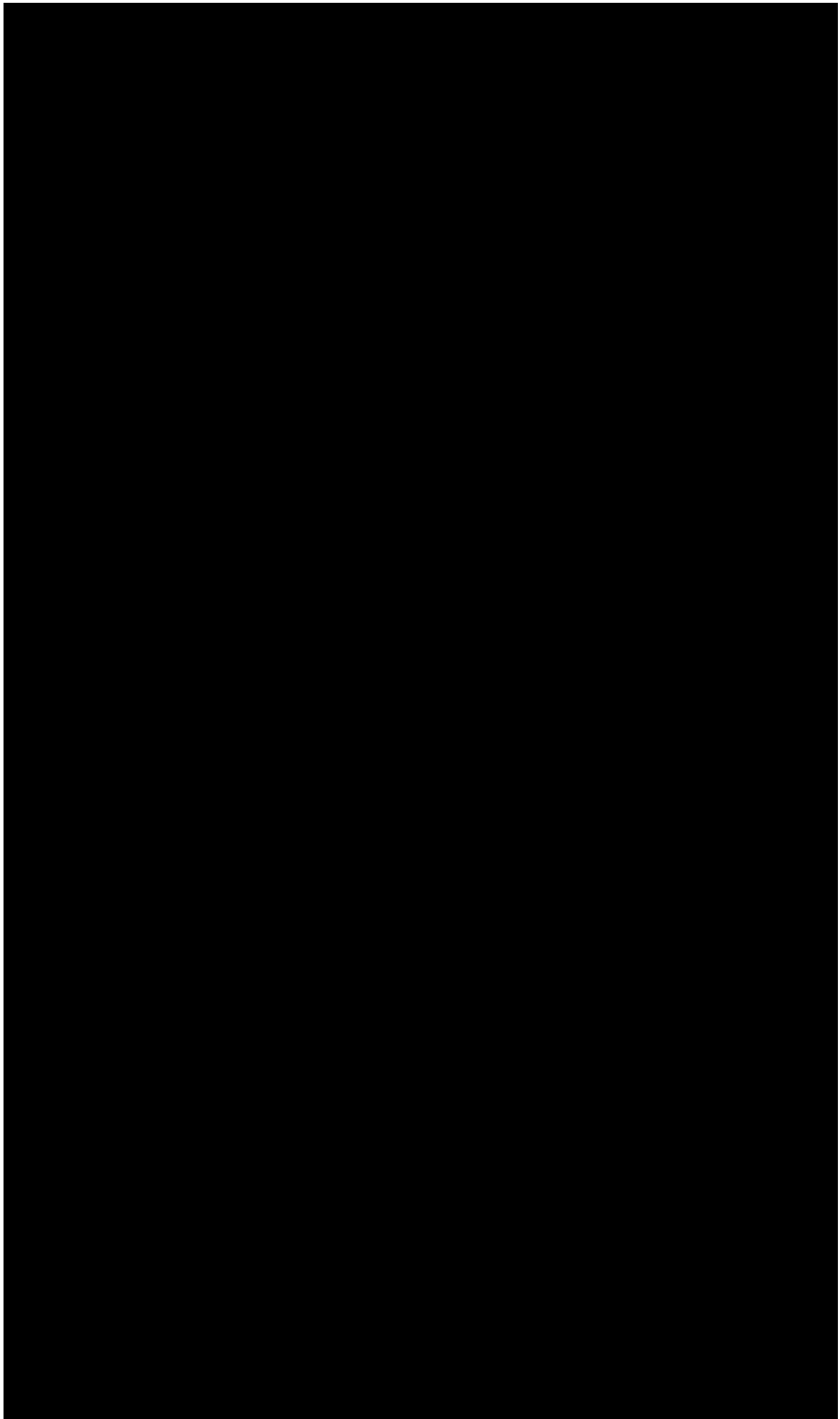
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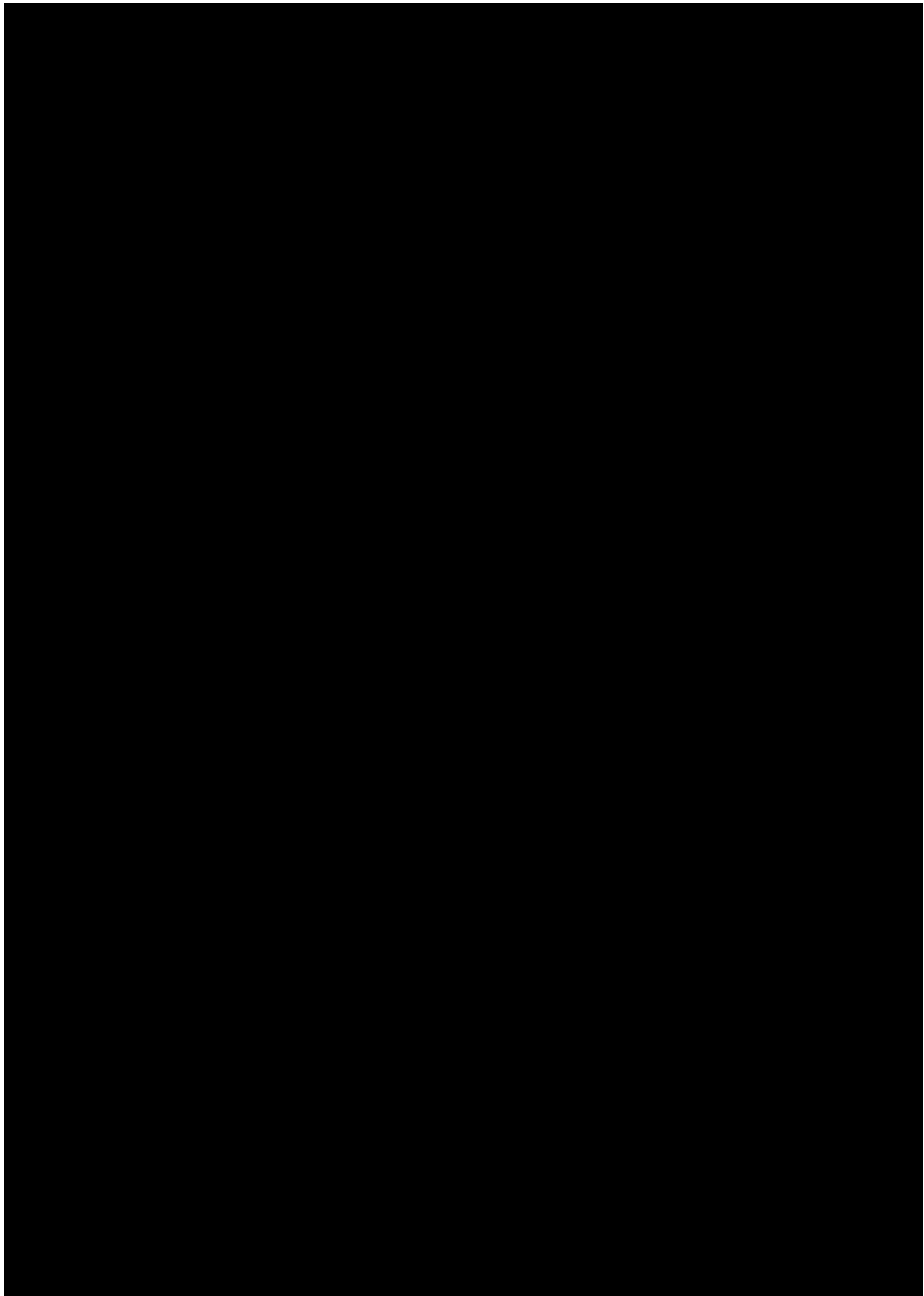
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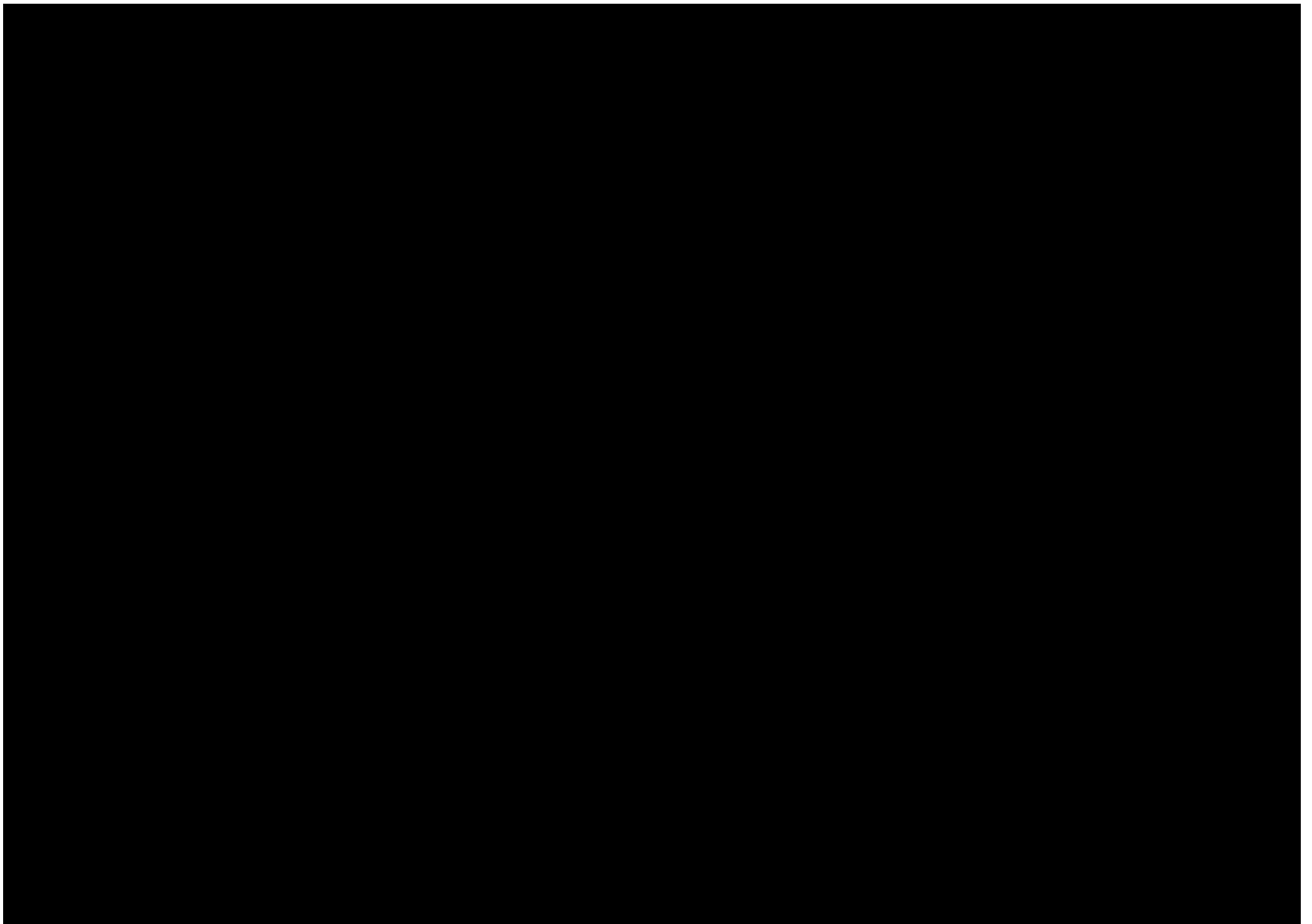
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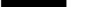
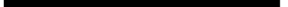
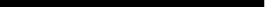
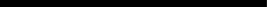
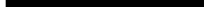
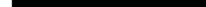
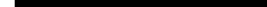

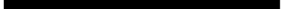
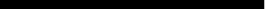
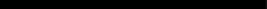
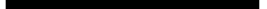
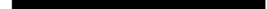
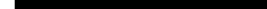










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