

Schedule 2

MAINTENANCE AGREEMENT

1. INTERPRETATION

- 1.1 The additional definitions to the Agreement for the Maintenance and Licensing of LANDIS apply to this Schedule 2 together with additional rules of interpretation.

Charges: the charges payable for the Services to be provided hereunder are as specified in Annex B

Contract Year: any 12-month period ending on any anniversary of the date of this Schedule.

Critical Fault: a reproducible fault which substantially hinders or prevents DEFRA from using a material part of the functionality of the Data or Materials.

DEFRA Manager: the person appointed by DEFRA from time to time in order to fulfil the role described herein

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.

Maintenance Service; shall include the maintenance and secure storage of LandIS Materials, maintenance of the data holdings and databases as detailed in Annex A (part 1)

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

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

New Version: any new version of the Data which is created by Cranfield in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally as constituting a new product.

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

Operational Services; means the provision of operational activities associated to the good maintenance of LandIS including archiving, curation, translation of LandIS Materials, data curation, manipulation and interpreting the Data and Materials together with the services specified in Annex A (part 2) hereof

Service Levels: those standards of performance to be achieved by Cranfield in performing the Standard Support Service

Services: includes Maintenance and Support Service, the Updating Service, and any Operational Services which are agreed hereunder.

Standard Operational Service: the Operational Service more particularly described which is to be provided by Cranfield to DEFRA in Annex A (part 2).

Standard Support Hours: 8.00 am to 6.00 pm Monday to Friday, except on days which are bank holidays in England or a Cranfield Closure Day

Support Manager: the person appointed by Cranfield from time to time in order to fulfil the role described in clause 5.

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

Supported Data: has the meaning set out in clause 2.2.1.

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

Updating Service: the service to be supplied by Cranfield to DEFRA under clause's 2.3.1 and 2.3.3.

- 1.2 The headings in this Schedule do not affect its interpretation. Except where the context otherwise requires.
- 1.3 Unless the context otherwise requires:
- (a) The Annex's form part of this Schedule and shall have effect as if set out in full in the body of this Schedule and the Agreement.
 - (b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
 - (c) A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Schedule.

2. SUPPORTED DATA

- 2.1 The Supported Data is:
- (a) the Data as specified in Schedule 1 of the Agreement;
 - (b) any Modification which is acquired by DEFRA (whether under the Licence, the Agreement or this Schedule between Cranfield and DEFRA) during the course of the Licence and which accordingly becomes part of the Data defined as the Data under the Licence; and
 - (c) any other Data which Cranfield and DEFRA agree should be Supported Data for the purposes of this Schedule
- 2.2 In relation to Maintenance Releases:
- (a) as part of the Updating Service, Cranfield shall from time to time make Maintenance Releases available to DEFRA without charge; and
 - (b) if DEFRA fails to acquire or make arrangements for the installation of a Maintenance Release within of Cranfield 's notifying DEFRA that such Maintenance Release is available for installation, Cranfield shall accept no liability for any loss occasions by DEFRA's neglect of any such Maintenance Release

3. THE SERVICES

3.1 In consideration of the Charges payable by DEFRA to Cranfield, Cranfield shall supply, the following Services:

- (a) the Operational Service;
- (b) the Maintenance Services;
- (c) the Updating Service;

3.2 In relation to the Operational Service:

- (a) the Standard Support Service shall be provided during the Standard Support Hours and shall comprise:
 - (i) a telephone help desk to provide first-line technical support to users of the Data and Material
 - (ii) remote diagnosis and, where possible, correction of faults using the Data

all as more particularly defined Annex A (part 1)

- (b) provide research and consultancy services in relation to both the Data and Materials
- (c) provide access and maintenance in respect of Materials

3.3 In relation to the Maintenance services

- (a) The Maintenance services shall be provided during the Standard Support Hours
- (b) if additional Maintenance is required in any month it may be provided by Cranfield at its option at the rates set out in Annex A (part 2) (as varied from time to time in accordance with the Change Procedure)
- (c) If a Critical Fault is discovered by either party then that party must inform the other party within 24 working hours
- (d) where a Non-Critical Fault is to be corrected in a forthcoming Maintenance Release, then for a reasonable period before the issue of such Maintenance Release Cranfield may decline to provide assistance in respect of that Non-Critical Fault.
- (e) to maintain in good order in safe and secure surroundings with adequate and secure access all the Materials as defined.

3.4 In relation to the Updating Service:

- (a) Cranfield shall issue Modifications of the Data as and when required by way of a local fix or patch of the Data or a temporary by-pass solution the Updating Service shall include the supply to DEFRA of all revisions to the Documentation which are necessary in order to reflect any Modification acquired by DEFRA;

- (b) for the avoidance of doubt, the cost of the Updating Service is included in the Charges payable for the Standard Support Service, but excludes any sum payable by DEFRA in respect of the licence of a New Version; and
 - (c) once any Modification has been installed by DEFRA, DEFRA shall return all copies of the Data or any part of the Data which is superseded by that Modification.
- 3.5 Cranfield may, on prior notice to DEFRA, make changes to the Services, provided such changes do not have a material adverse effect on DEFRA's business operations.
- 3.6 Cranfield shall have no obligation to provide the Services where faults arise from:
 - (a) misuse, incorrect use of or damage to the Data from whatever cause (other than any act or omission by Cranfield, including failure or fluctuation of electrical power;
 - (b) failure to maintain the necessary environmental conditions for use of the Data or Materials;
 - (c) use of the Data in combination with any equipment or Data not provided by Cranfield or not designated by Cranfield for use with any Modification of the Data, or any fault in any equipment or software;
 - (d) relocation [or installation] of the Data by any person other than Cranfield or a person acting under Cranfield's instructions;
 - (e) any breach of DEFRA's obligations under this agreement howsoever arising or having the Data maintained by a third party;
 - (f) any Modification not authorised by Cranfield resulting in a departure from the Specification (as defined in the Licence); or operator error.

4. ORDERS FOR OPERATIONAL SERVICES

- 4.1 DEFRA may from time to time request Cranfield to supply Operational Services of the type specified in Annex A (part 1) for the charges specified in Annex B and Cranfield shall use its reasonable endeavours to comply with DEFRA's request, but DEFRA acknowledges that Cranfield's ability to supply the Operational Services shall depend on the availability of appropriate resources at the time in question.
- 4.2 Where Cranfield agrees to provide Operational Services, such agreement shall be embodied in an order for Operational Services. Each order for Operational Services shall be made under, and shall incorporate, the terms of this agreement.

5. SUPPORT STAFF

- 5.1 Cranfield shall appoint a Support Manager, who shall be responsible for the co-ordination of all matters relating to the Services. All communications, documentation and materials relating to this agreement shall be sent as appropriate by the Support Manager to the Defra Manager. Each party shall notify the other in writing promptly if there is any proposed change to those appointments.

- 5.2 In addition to its Support 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.
- 5.3 In the absence of the Support 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 him them to perform the functions of the person he is replacing.

6. CHARGES

- 6.1 In consideration of the Services, DEFRA shall pay the Charges set out in Annex B. These Charges shall be paid quarterly in arrears by DEFRA to Cranfield within 30 days of the date of Cranfield's invoice.
- 6.2 Charges for any New Version or Operational Services to DEFRA shall be determined in writing before performance or supply by Cranfield, and shall be charged and invoiced to DEFRA by Cranfield following acceptance by Cranfield of DEFRA's written order for such New Version or such Operational Service (as the case may be).
- 6.3 DEFRA shall pay all costs (at Cranfield's then prevailing rates) and reasonable expenses incurred by Cranfield for work carried out by Cranfield in connection with any fault which is not covered by this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 All Intellectual Property Rights in the Data and Materials belongs to the parties as specified in Schedule 1 hereto

8. DEFRA'S RESPONSIBILITIES

- 8.1 DEFRA shall nominate a Defra Manager to be available to liaise with, and respond to queries from, the Support Manager.
- 8.2 DEFRA shall:
- (a) co-operate with Cranfield in performing the Services and provide any assistance or information as may reasonably be required by Cranfield, including in relation to the diagnosis of any faults;
 - (b) report faults promptly to Cranfield; and
 - (c) keep full backup copies of all of its data.
- 8.3 DEFRA shall indemnify Cranfield against any losses, damages, costs (including legal fees) and expenses incurred by or awarded against Cranfield as a result of DEFRA's

breach of this agreement howsoever arising or any negligent or wrongful act of DEFRA, its officers, employees, contractors or agents.

9. MEETINGS

For the duration of this agreement, the Defra Manager, the Support Manager and such Support Staff as may from time to time be considered appropriate shall meet at least once a quarter at a DEFRA office location or elsewhere to be specified and at a time to be agreed between the Defra Manager and the Support Manager, for the purpose of discussing provision of the Services, the achievement of the Service Levels and any other appropriate matters.

10. NON-SOLICITATION

DEFRA shall not, for the duration of this agreement, and for a period of six months following termination, directly or indirectly induce or attempt to induce any employee of Cranfield who has been engaged in the provision, receipt, review or management of the Services or otherwise in connection with this Schedule to leave the employment of Cranfield .

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 DEFRA shall not assign, novate, charge, or deal in any other manner with any or all of its rights and obligations under this Schedule without the prior written consent of Cranfield (such consent not to be unreasonably withheld or delayed).
- 11.2 Cranfield may at any time assign, novate, charge, or deal in any other manner with any or all of its rights and obligations under this Schedule, provided it gives written notice to DEFRA.
- 11.3 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. DURATION

Supply of the Services by Cranfield to DEFRA shall commence on the date of the Agreement and, subject to termination in accordance with the provisions of the Agreement, shall continue for a term of 4 years. After expiry of the term, the supply of the Services shall (subject to any such termination) continue under this Schedule from year to year until terminated by either Cranfield or DEFRA on 180 days' prior written notice to the other to expire at the end of the current Contract Year.

13. TERMINATION

- 13.1 Shall be in accordance with the provisions of the Agreement

ANNEX A. SERVICES

Part 1 Maintenance Services

1. Storage of the LandIS Materials in a secure, easily accessible repository.
2. Development of LandIS in ways that meets the needs of current and future user communities.
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 a LandIS records, user manuals, metadata and technical descriptions

Part 2 Operational Services

1. Incorporate and archive any new, related material into LandIS.
2. Curate and where necessary repair any existing material in LandIS.
3. Digital capture and conversion of physical material in LandIS to a useable digital format.
4. Translate historical material to contemporary standards to ensure its current usefulness and future utility.
5. Provision of information, advice, support and data supply service, such as;
 - a) Data provision to Defra under the various licence agreements as described in Schedule 3 .
 - b) Web services made available utilising WMS/WFS where appropriate.
 - c) Support of spatial web-based tools for selecting and extracting data for areas of interest.
 - d) Data provision to third parties under licences described in Schedule 3.
 - e) 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.

- f) Free access to selected personalised soil reports via the Soil Site Reporter (login with institutional email).
- g) Maintain and develop a LandIS user group aimed at actively promoting the use of the data and materials in LandIS

ANNEX B CURRENT CHARGES

