

## Landward Research Standard Intellectual Property Terms and Conditions

Landward Research (as “the Consultant”), if appointed to produce materials in any project for any client, (“the Client”), whether on a paid or unpaid basis will:

- a) Irrevocably assign to the Client with full title guarantee the worldwide copyright (including database right), whether vested, contingent or future, in any material, report or other document produced as part of the Services, for the full period thereof, including any extensions or renewals, and including all rights of action accrued at the date of this assignment or which may accrue hereafter;
- b) Undertake to do all acts and execute all documents drafted or prepared by the Consultant for the Client which may be necessary to confirm the title of the Client to the copyright assigned;
- c) Warrant that it has not, and shall not, grant or assign any rights of any nature in any material, report or other document produced as part of the Services to any third party whatsoever in any part of the world;
- d) Warrant that copyright in any material, report or other document produced as part of the Services is assigned to the Client free of all moral rights;
- e) Warrant that it is or shall be the sole and unencumbered owner of all copyright in any material, report or other document produced as part of the Services and that nothing in them (or any exploitation thereof by the Client) will infringe any right whatsoever of any third party;
- f) Warrant that it has all the applicable permissions and licenses and has fulfilled any other relevant requirements required to copy and provide to the Client any third party documentation or information in whatever format ("Documentation") provided as part of the Services, and that any Documentation shall be appropriately labelled as such where not immediately identifiable.

Notwithstanding the warranties set out above, the Consultant shall not be liable to the Client for any breach of warranty arising from material provided by the Client to the Consultant. The Client will grant in perpetuity licence to the Consultant for all materials produced by the Consultant for the project.