

## SPONSORSHIP AGREEMENT

**By downloading or using DATA from this website (www.yieldgap.org), you (USER) agree to the following terms of use, which is a legal agreement between USER and GYGA. If you do not agree to these terms you may not use this DATA.**

### Whereas:

- A. The Global Yield Gap Atlas (GYGA) provides robust estimates of untapped crop production potential on existing farmland based on current climate and available soil and water resources;
- B. GYGA is a partnership between Wageningen University and Research (The Netherlands) (hereafter also referred to as: "WUR") and University and Nebraska-Lincoln (USA) (hereafter also referred to as: "UNL") .
- C. GYGA is also the name of the database platform developed by researchers from UNL and WUR in collaboration with agronomists with knowledge of production systems, soils, and climate governing crop performance in their countries;
- D. For commercial use of the DATA from GYGA a license agreement or a Sponsorship agreement is needed. There are different commercial license and sponsorship types available;

**User agrees that GYGA will provide use of the DATA to USER according to this Sponsorship Agreement subject to the following obligations and provisions:**

### DEFINITIONS:

**'Agreement'** means this Sponsorship agreement

**'Confidential Information'** means any confidential information generated by GYGA or received from GYGA pursuant to this Agreement;

**'DATA'** means all the data that can be downloaded from the GYGA platform which includes but not limited to data on yield gap, yield potential, actual yield, water productivity, nutrients requirement, and agronomic data (soil, crop management system) at country-level, country simulation model run results level, crop-country combinations level, continent-level.

**'Intellectual Property Rights'** means copyright, database right, trade name right, plant variety right, trademark right, patent right, design and design right and topography right (chips right);

**'Knowhow'** means all information and expertise in relation to the research, development or use of the Inventions including, without limiting the generality of the foregoing, DATA, materials, knowledge, methods, techniques known or used by GYGA.

### Article 1 SPONSORSHIP

- 1.1 Sponsor undertakes towards GYGA to act as Sponsor of GYGA for a period of one year with a possibility for extension (see Article 6), such for a compensation and under the terms and conditions as stated in this Agreement.
- 1.2 The various levels of sponsorship (Silver, Gold and Platinum), the associated rights and obligations are described in Annex 1. Prior to entering into this agreement, Sponsor must select one of these sponsorships

## **Article 2        RIGHTS AND OBLIGATIONS**

- 2.1        The benefits of the selected sponsorship package are described in Annex 1.
- 2.2        Sponsor acknowledges that the DATA provided under this agreement is GYGA's sole and exclusive property and that:
- GYGA has expended significant resources in gathering, assembling, and compiling the DATA, and that the DATA is the valuable property of GYGA.
  - The DATA set provided under the agreement is an original compilation protected by copyright laws; and
- 2.3        Sponsor is not permitted to use the DATA to do any of the following:
- Copy or reproduce the DATA as they are (even if merged with other materials) other than expressly authorised;
  - Sell, license, reproduce, distribute, transfer or disclose the DATA to any third party, whether alone or in combination with any other text, data, software, or graphics
  - Use the DATA with any fleet tracking, GPS routing or navigation;
  - Reverse engineer, decompile or disassemble the DATA
  - Use the DATA in an internet display; or
  - Alter or remove any copyright notice or proprietary legend contained in or on the DATA
- 2.4        The DATA can be accessed and downloaded by all staffs in the company with the use of their company email addresses (organisation-wide access) based on the validity of the sponsorship subscription
- 2.5        Sponsor acknowledges and agrees that it has no right to license the use, reproduction, or distribution of the DATA and Documentation to any person, firm or entity.
- 2.6        Sponsor may not make any claim to the DATA or any copyrights, trademarks, or other intellectual property or proprietary rights related to the DATA. Sponsor acknowledges that no right, title, or interest is granted to Sponsor except as expressly set forth in this Agreement and / or Annex 1. Sponsor acknowledges and agrees that the DATA contains confidential information and trade secrets developed or acquired by the Institutes. Sponsor agrees to treat the DATA as confidential, not to disclose or permit to any third party or entity access to the DATA or any portion thereof without GYGA's prior written permission and to insure that any employees of Sponsor who receive access to the DATA are advised of its confidential and proprietary nature and Sponsor's obligations under this Agreement.
- 2.7        Sponsor shall not use the name, trademark, or logo of GYGA or the Institutes, or any of the developers of the DATA in any manner without prior written approval from such person or entity. However, Sponsor agrees that any publication of research results obtained with the DATA will (with GYGA's approval) acknowledge its use and its origin at Institutes by an appropriate citation as specified in the documentation or otherwise by GYGA.
- 2.8        Sponsor hereby declares that it accepts the rights granted by GYGA in accordance with the terms and conditions set forth in this Agreement and Annex 1 and not to use the DATA for any other purpose.

### **Article 3           COMPENSATION**

- 3.1 Sponsor shall pay to GYGA a sponsorship contribution depending on the selected Sponsorship package (Annex 1). If the Sponsor subscribes before April 30, 2021, 10% discount applies for the first year, and normal price applies for the following year. Without the payment of the contribution Sponsor does not have the right to access and use the DATA for commercial purpose. GYGA reserves the right to index sponsorship contribution annually.
- 3.2 If the amount(s) invoiced to and owed by Sponsor are not (fully) paid within sixty (60) days of the date of such invoice, GYGA retains the right, without prejudice to any other legal rights or measures available, to charge contractual interest at a rate of 1% per month or part-month on the amount due. In addition, all judicial and extrajudicial costs which GYGA incurs in collecting the amount due, shall be at the expense of Sponsor, whereby the extrajudicial costs are set at 15% of the total amount due.

### **Article 4           FORCE MAJEURE**

- 4.1 Neither Party shall be in default under the Agreement by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, and regulations, delays in transit or delivery, inability to secure necessary governmental priorities for materials, or any fault beyond its control without its fault or negligence.
- 4.2 Sponsor is aware and agrees that GYGA shall, under the current Corona virus (COVID-19) situation, take all reasonable measures to perform its contractual obligations. However, GYGA reserves the right to adjust the planning if and to the extent necessary to execute all national and international measures in place to prevent the further spreading of COVID-19.

### **Article 5           LIABILITY AND INDEMNIFICATION**

- 5.1 With regard to this Sponsor agreement, Sponsor is itself responsible for the implementation and use of the DATA.
- 5.2 Sponsor is aware of and agrees that the development of the DATA and its use by User include external data, generated by third parties or forming part of the public domain.
- 5.3 Neither GYGA nor UNL and / or WUR, nor any of their employees, contractors, or consultants make any representation, guarantee or warranty regarding the software, its fitness or usefulness for any particular purpose, merchantability, non-infringement, title, operability or the accuracy of any outcomes generated using the software. Outcomes derived from use of the DATA are intended to be advisory only, to help guide decisions about crop management practices and should not replace professional judgement and common sense. User accepts the DATA "as is", "where is" and "with all faults". Sponsor accepts the DATA at its own risk and GYGA shall not be liable for any loss or damages as a result of user's usage of the DATA.
- 5.4 Under no circumstances will GYGA nor UNL nor WUR nor any of their affiliates, employees or other representatives be liable to user or any other person for any loss of goodwill, work stoppage, computer failure or malfunction, loss of DATA, costs of procurement of substitute goods or services, or any indirect, special, incidental, exemplary, punitive, or consequential damages of any character , or for any other damages or losses, specifically including damages to crops resulting from the application of the software,, or for any claim by any other party even if made aware of the possibility of such damages or such damages were foreseeable.

In no event will GYGA nor UNL nor WUR be liable to User or any other person in excess of the license fees paid to GYGA for the license granted in section 1 above, even if such remedy should fail of its essential purpose. Sponsor agrees that this limitation of liability is an essential element and material term of this Agreement without which GYGA would not grant user any license to the DATA.

#### **Article 6        TERM, TERMINATION AND ASSIGNMENT**

- 6.1     Validity of sponsorship: 1 year after the subscription gets activated by GYGA with automatic renewal. The sponsorship will be renewed automatically on annual basis. In case Sponsor wants to end the subscription, Sponsor must inform GYGA accordingly, at least 3 months before the end of the running period.
- 6.2     The Agreement will terminate automatically if Sponsor fails to comply with the limitations described above or otherwise commit any material breach of the terms hereof.
- 6.3     This Agreement ends immediately in case of bankruptcy, (provisional) suspension of payment, closing down c.q. liquidation of the company of Sponsor.
- 6.4     If this Agreement ends, GYGA shall remain at all times the owner of the DATA.

#### **Article 7        GENERAL**

- 7.1     The failure of either Party hereto to enforce at any time or for any time any of its rights under the Agreement shall not be construed to be a waiver thereof or of the right of such Party thereafter to enforce each and every provision of the Agreement.
- 7.2     The Agreement does not constitute and shall not be construed as constituting a partnership, agency, joint venture, or distribution agreement between GYGA and Sponsor.
- 7.3     If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or should violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deemed deleted from this Agreement, and the remainder of this Agreement shall be valid and binding as if such provisions were not included herein. In that case, it shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as legally possible, comes nearest to what the Parties desired or would have desired according to the sense and purpose of the Agreement, had they considered the point when concluding the Agreement and which shall be acceptable to both Parties.
- 7.4     This Agreement together with Annex 1 represents the complete agreement concerning this agreement between the parties with respect to the DATA and supersedes all prior agreements and representations between them.
- 7.5     This Agreement has been drawn up in English. In the event of any discrepancy in this Agreement between the English text and any translations thereof, the English language version shall prevail.

#### **Article 8        GOVERNING LAW / COMPETENT COURT.**

- 8.1     This Agreement shall be exclusively governed by Dutch Law by and shall be construed in accordance with the laws of the Netherlands, with the exception of those laws that exclusively apply for the Caribbean.

8.2 Any disputes, controversy or claim arising under, out of or relating to this Licence Agreement and any subsequent amendments of this Licence Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be in submitted to the exclusive jurisdiction of the Court of The Hague, The Netherlands.

**Article 9 ANNEX(ES)**

9.1 The following Annex(es) form(s) an integral part of this Agreement:

Annex 1: Benefits and obligations of the different levels of Sponsorship package

**WHEN USING THE DATA, USER EXPLICITLY AGREES TO THE TERMS AND  
CONDITIONS DESCRIBED IN THIS AGREEMENT**

## Annex 1: Benefits and obligations of the different levels of Sponsorship package

Sponsorship			
	Silver	Gold	Platinum
<b>Price</b>	€10,000/year	€30,000/year	€50,000/year
<b>Accessibility</b>	All staffs in the company can access the GYGA database with the use of their company email addresses (organisation-wide access) for the period of one year after the sponsorship subscription gets activated		
<b>Right to use data for commercial use</b>	The company can use the GYGA data for commercial use during the course of sponsorship		
<b>Availability of technical support</b>	<b>Technical support by the GYGA team (e.g. demonstration call, questions about yield gap, resource use efficiency, sustainable intensification)</b>		
		16 hours/year	24 hours/year
<b>Position at GYGA Advisory Board</b>			Ability to influence the development of GYGA to support your organisation's objectives (e.g. focus on updates/expansion of specific countries/crops)
<b># of tickets to annual seminars/webinars/master classes per organisation</b>	<b>The GYGA team aims to organise annual seminars/webinars/master classes. Limited number of tickets will be made available to the organisation based on the level of sponsorship:</b>		
	1 ticket	2 tickets	5 tickets
<b>Logo placement</b>	<b>Logo placement of the organisation on GYGA website</b>		
		Partnership page	Home page