

# Service Level Agreement

This Service Level Agreement (“Agreement”) is entered into by and between the undersigned:

The **xxx**

and

The **yyy** represented by **zzz**, within the ESA GSE project “Global Monitoring for Food Security”

- WHEREAS, the **XXX** .....
- WHEREAS, the **Global Monitoring for Food Security** (GMFS) project is an activity started by the European Space Agency (ESA) under the joint ESA and European Commission (EC) Global Monitoring for Environment and Security (GMES) initiative.
- WHEREAS GMFS aims to provide earth observation based services and encourage partnerships in monitoring Global Food Security and related environmental processes, by concerting efforts to bring data and information providers together, in order to assist stakeholders, nations and international organizations to better implement their policies towards sustainable development. In particular, GMFS aims at contributing to improved food security in the African continent by providing additional remote sensing based information to organizations at the national, regional and international level.
- WHEREAS **YYY** has been appointed as the Prime contractor within ESA GSE project GMFS and is responsible for the overall management of this project.
- WHEREAS **XXX** and **YYY** wish to outline the basic principles for their co-operation and information exchange as required by the European Space Agency (ESA).

NOW, THEREFORE, **XXX** and **YYY** hereby agree as follows:

**Article 1: Subject of this Agreement**

1.1. Subject to the terms and conditions of this Agreement, **YYY** agrees, in the framework of the GMFS project, to support the Food Security Monitoring activities at **XXX** in Sub-saharan Africa by providing free of charge the following data whereby the scope covered by the data is limited to sub-Saharan Africa (hereinafter collectively referred to as “the DATA”):

Product Name	Description	Country / region
SK	The package contains a compilation of Geographic information on vegetation status, crop yield forecasting, production data, overall environmental conditions and problem areas, as per best information available (from GMFS and other sources) at the time of writing	TBD
VPI	Current assessment of vegetation/crop state based on to historical time series based on SPOT-VGT	Sub-saharan Africa
EoC_ZWE_2006	Extent of the cultivated areas at country level, based on SAR optical data (MERIS/MODIS). The product for Zimbabwe is an analysis of newly acquired data and existing data assessing the national area cultivation and national production.	Zimbabwe
C5_ZWE_2006	Validation report	
CED_ETH_2005	Date of emergence of crops/vegetation, based on SAR data	Ethiopia
CA_ETH_2005	Cultivated area over selected, localized areas based on SAR data and ground observations	Ethiopia
EoC_ETH_2005	Extent of the cultivated areas at country level, based on SAR optical data (MERIS/MODIS) and ground observations.	Ethiopia

Given that the delivery of the above planned services and products is dependent on the continuing functioning of the satellite systems, and the timely availability of the satellite data, the services and delivery dates listed in Annex I cannot be guaranteed.

Delivery dates are listed in Annex II of this agreement. Final delivery times will be fixed upon mutual agreement, depending upon the data availability, specific requirements and the status of the growing season.

Upon mutual agreement between YYY and XXX and against conditions to be agreed upon, YYY is willing to provide support for the relevant XXX staff members in correct usage, processing and interpretation of the DATA provided by YYY to XXX under this Agreement.

1.2. XXX agrees, in the framework of the GMFS project, to actively support the GMFS activities in Sub-Saharan Africa in the following non-limitative manner:

- Advice on XXX food security priorities in the *country/region*, as far as needed to better target GMFS activities
- Promptly reporting irregularities in service delivery of the above mentioned products to the YYY and the GMFS management team as defined in Annex to this Agreement.
- Support the evaluation, after each growing season, of the utility and effectiveness of the services and products delivered by GMFS.
- Facilitating access to (national level) ancillary data as far as needed to generate GMFS products.
- Facilitate the work and activities of the personnel involved in the GMFS project in the *country/region* on a best-effort basis

## **Article 2: Financial conditions - Ownership**

2.1. Unless otherwise agreed upon in writing, each Party shall perform the activities as detailed in article 1 of the Agreement at its costs and expenses and no compensation is requested from the other Party hereunder.

2.2. YYY (and/or its licensors) owns and shall retain all right, title and interest in and to the DATA including without limitation all intellectual property rights therein. XXX shall have no rights with respect thereto other than the rights expressly set forth in this Agreement.

## **Article 3: Warranty – Limitation of Liability**

3.1. The DATA is provided on an “AS IS” and “AS AVAILABLE” basis and YYY makes no warranties (whether express, implied, statutory or otherwise) regarding the DATA, any portion thereof or otherwise under this Agreement. YYY specifically disclaims any implied warranties of merchantability and fitness for a particular purpose and non-infringement of third party intellectual property rights. XXX shall protect, indemnify and hold harmless YYY against any and all claims, damages, suits or proceedings and any and all liability, cost and expenses, arising out of or in connection with any (threatened) claim of property damage, economic loss or personal injury with regard to any DATA.

3.2. AS BETWEEN THE PARTIES IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER SUCH DAMAGES ARE ALLEGED AS A RESULT OF TORTIOUS CONDUCT OR BREACH OF CONTRACT OR OTHERWISE EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUCH DAMAGES SHALL INCLUDE BUT SHALL NOT BE LIMITED TO THE COST OF REMOVAL AND REINSTALLATION OF GOODS, LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OR USE OF DATA, INTERRUPTION OF BUSINESS OR OTHER ECONOMIC LOSS.

**Article 4: Confidentiality**

Not applicable.

**Article 5: Term and Termination**

- 5.1. This Agreement shall enter into force on the date of signature of this Agreement by both Parties and the coming into force of the ESA contract with reference ESRIN Contract No. 19402/05/I-LG and continue in full force and effect until the end of the GMFS project, currently scheduled at 30 September 2008.
- 5.2. This Agreement is during the term subject to revision after each year whereby each Party is entitled to terminate the Agreement upon a prior written notice of one (1) month.
- 5.3. This Agreement shall automatically and without any further formalities and/or liabilities terminate in the event of termination of the program ESA ITT AO/1-4704/05/I-LG – stage 2 of the Earth watch GMES Services Element – Scaling up Consolidated GMES service.
- 5.4. Each Party has the right to terminate this Agreement immediately upon written notice at any time if the other Party breaches or is in default of any material obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days as from the written notice from the non-defaulting Party or within such additional cure period as the non-defaulting Party may authorize.
- 5.5. Termination of this Agreement will not relieve a Party from any liability arising from any breach of this Agreement. The provisions of articles 2.2, 3, 4, 5.3 and 6 will survive the termination of this Agreement.

**Article 6: General provisions**

- 6.1. The Agreement shall be governed by the laws of Belgium except that body of Belgian law concerning conflicts of law, regardless of the place of execution or performance of the Agreement. All disputes arising out of or in connection with the interpretation or execution of this Agreement shall be finally settled by the courts of Antwerp (Belgium).
- 6.2. The relationship of XXX and YYY established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed (i) to give either Party the power to direct or control the day-to-day activities of the other or (ii) to constitute the parties as participants in a legal entity or as agent-principal or employer-employee.

IN WITNESS WHEREOF, the undersigned Parties agree to the foregoing. This Agreement has been executed in duplicate, each Party acknowledging having received one (1) original copy.

Signed by YYY:

Signed by XXX:

Annex I: GMFS management team  
Annex II: Planned delivery times of the "DATA"  
Annex III: Product descriptions

## **Annex I GMFS Management team**

### **Overall project coordination**

Mr. Lieven Bydekerke  
GMFS project coordinator  
Tel: +32 14 336825  
Fax: +32 14 322795  
Email: [lieven.bydekerke@yyy.be](mailto:lieven.bydekerke@yyy.be)

### **Regional task manager: East Africa Activities**

Carsten Haub  
Tel.: ++49 (0)2 51 1 33 07 0  
Fax.: ++49 (0)2 51 1 33 07 33  
Email: [carsten.haub@eftas.com](mailto:carsten.haub@eftas.com)

### **Regional task manager: Southern Africa Activities**

Paolo Ragni  
Tel: +39 0721 881 943  
Fax: +39 0721 881 988  
Email [Paolo.Ragni@snamprogetti.eni.it](mailto:Paolo.Ragni@snamprogetti.eni.it)

### **Regional task manager: West Africa Activities**

Patrizio Vignaroli  
Tel: +39 055 30 33 711  
Fax: +39 055 30 89 10  
Email: [p.vignaroli@ibimet.cnr.it](mailto:p.vignaroli@ibimet.cnr.it)

## Annex II Planned delivery times of the “DATA”

Product Name	Description	Country / region	Planned Delivery time	Remark
SK	The package contains a compilation of Geographic information on vegetation status, crop yield forecasting, production data, overall environmental conditions and problem areas, as per best information available (from GMFS and other sources) at the time of writing	TBD	Depending ad hoc needs XXX for support to agricultural survey missions	2-3 weeks after initial request, or delivery date to be agreed upon depending upon the specific cases
VPI	Current assessment of vegetation/crop state based on to historical time series based on SPOT-VGT	Sub-saharan Africa	10-daily delivery from 30 May 2006 to 30 September 2008	Box: W: -28.26; S: -35.35; E:62.79;N:40.13
EoC_ZWE_2006	Extent of the cultivated areas at country level, based on SAR optical data (MERIS/MODIS). The product for Zimbabwe is an analysis of newly acquired data and existing data assessing the national area cultivation and national production.	Zimbabwe	July 2006	Box: W:25.24; E: 33.06; N: -15.61; S: -22.42
CED_ETH_2005	Date of emergence of crops/vegetation, based on SAR data	Ethiopia	May 2006	Box: W: 37.41; E: 39.75; N: 10.45; S: 7.38
CA_ETH_2005	Cultivated area over selected, localized areas based on SAR data and ground observations	Ethiopia	May 2006	Box: W: 37.41; E: 39.75; N: 10.45; S: 7.38
EoC_ETH_2005	Extent of the cultivated areas at country level, based on SAR optical data (MERIS/MODIS) and ground observations.	Ethiopia	May 2006	Box: W: 37.41; E: 39.75; N: 10.45; S: 7.38
C5_ETH_2006	Validation report	Ethiopia	August 2006	

### **Annex III Product descriptions**

- < GMFS\_S5\_ProductSheet\_VPI.pdf >
- < GMFS\_S5\_ProductSheet\_CropEmergence.pdf >
- < GMFS\_S5\_ProductSheet\_CultivatedArea.pdf >
- < GMFS\_S5\_ProductSheet\_CultivationExtent.pdf >