



Operation Pollinator – Agreement

Congratulations on joining Operation Pollinator. Operation Pollinator is an outstanding opportunity to demonstrate the valuable ecological work being undertaken on golf courses.

Signing up to the Operation Pollinator project will highlight your club's commitment to deliver a boost to bumblebees and other pollinating insects, as well as to help create a coordinated approach to environmental enhancement across the whole golf industry. By joining the project, you are awarded the right to use the Operation Pollinator logo and brand value promotion in respect of [.....] ("the Course").

Why you should be involved?

- Pollinating bees are an essential part of the natural ecosystem, for pollination of food crops and to maintain ecological biodiversity
- Golf courses provide outstanding potential to create essential habitat and food sources for a range of native bees and pollinating insects. The scientific research behind Operation Pollinator has proven that we can help to reverse the decline
- Operation Pollinator provides golf courses with the advice and information to create habitats
- Involvement with Operation Pollinator generates new marketing and promotion opportunities for clubs and immense pride for players in their course
- Operation Pollinator aims to establish 250ha of new habitat on up to 500 golf courses across the UK – creating an important ecological resource for bees

Syngenta has invested a great deal of time and effort in developing the widely recognised Operation Pollinator brand. The following agreement enables golf clubs involved with the project to benefit from the use of the logo and support material as part of their promotional activities to club members and a wider audience, but is also designed to protect the long-term integrity of the project and its objectives.

In return for being part of Operation Pollinator we ask golf clubs and amenity managers involved to:

- Establish and manage at least 0.5 hectares of pollen and nectar rich wildflower habitat appropriate to the site, using the Operation Pollinator guidelines
- Report where the areas have been established and progress
- Agree to share experiences and best practice with other greenkeepers to further enhance the success of the project

Upon receipt of the signed agreement, an Operation Pollinator Branding Pack will be emailed to you.

For further information and details please go to

www.operationpollinator.com/golf or www.greencast.co.uk/operation-pollinator

The Operation Pollinator logo is a registered ® trade mark of a Syngenta group company



Signed on behalf of Syngenta Crop Protection UK Limited:

Signature:

Name: Simon Elsworth

Job Title: Syngenta Head Turf & Landscape EAME

Date: September 2011

I confirm that I have read, understand and agree to the Operation Pollinator terms on behalf of

[REDACTED]

name of course or operating company:

Signature:

Name:

Job Title:

Date:

Tel:

Email:

Operation Pollinator – Terms & Conditions for logo and brand use

- In return for the Course being allowed to use the Operation Pollinator logo (“the Logo”), you agree to:
 - comply at all times with the Operation Pollinator programme guidelines issued by Syngenta from time to time (“the Guidelines”);
 - allow Syngenta (or its representatives) to survey work taking place on the Course in order to check that the Guidelines are being followed;
 - only use the Logo as provided to you by Syngenta and without altering or modifying it and state that the Operation Pollinator Logo is a trade mark of a Syngenta group company;
 - comply with any specifications for the Logo provided by Syngenta from time to time;
 - if requested by Syngenta, submit samples of promotional or publicity material which include the Logo to Syngenta or its authorised representatives;
 - inform Syngenta promptly of any wrongful use of the Logo which comes to your attention;
 - not use any trademarks which could potentially damage the reputation or distinctiveness of the Logo without Syngenta’s consent.
 - not (at any time) seek to register the Logo, nor adopt, or use any similar colour, shape, form or logo to the Logo nor seek to register a trade mark confusingly similar to the Logo nor acquire any claim, right, title or interest in any part of the Logo.
- Your right to use the Logo in respect of the Course is non-exclusive and we may allow other golf courses, businesses and organisations to use the Logo at our absolute discretion
- While it is hoped that following the Guidelines will result in an increase in pollinators present on the Course, nature is outside of Syngenta’s control. Syngenta therefore makes no representations as to whether any increase in pollinators will actually be seen.
- The rights contained in these terms are personal to the Course. You may not use the Logo in respect of any other facility, course or business.
- Syngenta may suspend or end the Operation Pollinator scheme at any time without liability to you.
- All intellectual property rights (including copyright, design rights and trade marks) and all goodwill in the Logo existing anywhere in the world (whether registered or not) remain with Syngenta Participations AG and its affiliate companies at all times. Neither you, nor the Course, will acquire any rights or goodwill relating to the Logo other than as set out in these terms.
- Failure to comply with any of these terms will result in an immediate end to your right to use the Logo in respect of the Course.
- When your right to use the Logo ends, you should immediately remove the Logo from all marketing material (including the Course website) and confirm to Syngenta in writing that you have done so.
- These terms (and any dispute arising in connection with your use of the Logo, whether contractual or non-contractual) will be governed by and construed in accordance with the laws of England. Any such disputes shall be subject to the exclusive jurisdiction of the courts of England.