



## **Application for GENE IRELAND Dairy Beef Program (the "Program")**

**Herd Owner:** \_\_\_\_\_

**BTE** \_\_\_\_\_

**Address:** \_\_\_\_\_

I/We apply to participate in the Program as a progeny test herd. I/We accept and agree to comply with and to be bound by the terms and conditions of the Program as set out below:

### **Terms & Conditions (the "Conditions").**

1. In these Conditions the following words shall have the following meanings:
  - 1.1 **"Application"**: the application for the Program to which these Conditions are annexed .
  - 1.2 **"Contract"**: the contract under which ICBF supplies the Services to the Herd Owner.
  - 1.3 **"Data"**: performance, genetic evaluation and other data relating to animals in the Herd including without limitation: animal ID, date of birth, sex, dam, sire DNA tissue sample, calving difficulty, calf size, vigour, genetic defects and insemination data.
  - 1.4 **"Herd"**: the Herd Owner's herd in respect of which the Services are applied for.
  - 1.5 **"Herd Owner"**: the owner of the Herd that applies to take the Services from ICBF.
  - 1.6 **"ICBF"**: the Irish Cattle Breeding Federation Society Limited.
  - 1.7 **"Personal Data"**: the name, address email address and telephone number of the Herd Owner.
  - 1.8 **"Program Partners"**: NCBC, Eurogene AI, ABP, Teagasc, subject to review on an annual basis with the applicable list of Program Partners being noted on the ICBF website at [https://www.icbf.com/wp/?page\\_id=9833](https://www.icbf.com/wp/?page_id=9833) .
  - 1.9 **"Services"**: the services provided by ICBF to Herd Owners in relation to the Program as described in Condition 3.
2. The objectives of the Program, are to increase the genetic merit of beef animals selected for use on the dairy herd. To achieve this ICBF will work with Program Partners and participating Herd Owners to distribute semen from AI bulls of interest to the Program, collect all relevant data on progeny from these bulls and compute independent genetic evaluations on behalf of farmers and the Irish cattle breeding industry.
3. The Services to be provided by ICBF under the Contract include the following:
  - 3.1 The dispatch of semen ordered by the Herd Owner via the Program.
  - 3.2 The subsequent collection of data relating to the usage of this semen as outlined below:
    - 3.2.1 Insemination data;
    - 3.2.2 Birth registration, including DNA tissue sample, if so requested.
    - 3.2.3 Calving data (calving difficulty, calf size, calf vigour, calf defects.)
    - 3.2.4 Maintain a list of Herd Owners with contact details who ordered Gene Ireland Dairy beef semen
  - 3.3 The publication of genetic evaluations influenced by the collection of Data recorded by Herds involved in the Program.
  - 3.4 The promotion of AI bull graduates from the Program through their inclusion on ICBF Active Bull Lists for Dairy Beef Value and/or other indexes relevant to ICBF's genetic improvement programs.
4. No Application by a Herd Owner shall be deemed to be accepted by ICBF until ICBF has notified the Herd Owner of its acceptance of the Application or (if earlier) ICBF commences to supply the relevant Services to the Herd Owner at which point a Contract shall arise. Under the Contract ICBF shall make available the Services to Herd Owners, subject to and in accordance with these Conditions until the Contract is terminated in accordance with Condition 11.
5. To avail of the Services a Herd Owner must be registered with ICBF's HerdPlus service at the time.
6. The Herd Owner shall:
  - 6.1 use the semen in the current breeding season
  - 6.2 record inseminations on the ICBF Database;

- 6.3 record birth registration and calving performance (including calving difficulty, calf size, calf vigour and calf defects) on the progeny produced via the Program;
- 6.4 ensure that all Data is recorded within 14 days of the event taking place;
- 6.5 take a DNA tissue sample on progeny of interest if so requested by ICBF;
- 6.6 be prepared to sell calves of interest to the Program Partners for the collection of additional traits of interest on selected progeny from each AI bull participating in the Program. Examples of such data are growth rate, feed intake, greenhouse gas output, carcass traits and meat eating quality, all of which are collected later in the animal's life;
- 6.7 co-operate fully with ICBF in all matters relating to the Services;
- 6.8 maintain all necessary licences and consents and comply with all relevant legislation;
- 6.9 pay the AI company for the cost of semen delivery to the Herd Owner. The relevant fees will be posted on the ICBF website at [https://www.icbf.com/wp/?page\\_id=9833](https://www.icbf.com/wp/?page_id=9833). The current cost (to be reviewed annually with the AI partners) is €6 per straw.
7. The Herd Owner acknowledges and agrees that while the semen provided as part of the Program should be sufficient quality to ensure normal conception rates no guarantee can be provided in this regard and that while the genetic indexes of the bulls on the Program are as accurate as they can be, such indexes may change and ICBF cannot be held responsible for any loss or liability that may arise as a result of these matters.
8. The Herd Owner acknowledges and accepts that as part of the Services ICBF shall obtain Data and by making the Application the Herd Owner:
  - 8.1 specifically consents to, authorises and agrees to ICBF obtaining such Data, publishing it, adding it to the ICBF Database and using it for any purpose ICBF deems appropriate in the provision of its services and the carrying out its activities, including, without limitation the collection and consolidation of all relevant Data for the publication of genetic evaluations relevant to the Program and sending Data to the Program Partners;
  - 8.2 releases ICBF, its officers, employees, sub-contractors and agents from any claims, losses, liabilities, damages, costs, expenses or the like that arise as a result of the use of the Data (including where such Data is shared with third parties) and acknowledges that ICBF shall not have any liability to the Herd Owner in this regard.
9. Herd Owners must maintain suitable insurance including public liability, employer's liability, buildings, vehicle and also any special insurance that may be appropriate or required by ICBF. Evidence of such insurance must be supplied to ICBF on demand.
10. ICBF may, from time to time and without liability to the Herd Owner, (i) without notice, change the Services in order to comply with any applicable safety or statutory requirements and/or (ii) provided that such changes do not materially affect the nature or quality of the Services, change the Services for other operational reasons after giving the Herd Owner notice of any such changes.
11. Both ICBF and the Herd Owner may terminate the Contract at any time upon giving the other at least 30 days' notice in writing. In addition, ICBF may terminate the Contract immediately by notice in writing to the Herd Owner if:
  - 11.1 ICBF is not satisfied for any reason with results recorded on any animal of a Herd Owner or with the timeliness of recording of relevant Data on any animal;
  - 11.2 the Herd Owner does anything which, in ICBF's opinion, damages or has the potential to damage ICBF's reputation or the reputation of the Services.
  - 11.3 the Herd Owner breaches the Contract or any of these Conditions.
12. Upon termination of the Contract, the accrued rights of the parties as at termination and the continuation of any provision implicitly surviving termination, including without limitation the provisions of Conditions 8, 13 and 14, shall not be affected.
13. ICBF's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of the Services or the performance or contemplated performance of the Contract shall be limited to the amount of €1,000 and ICBF shall not be liable to the Herd Owner for any pure economic loss, loss of profit, loss of business, depletion of good will or otherwise, in each case whether direct, indirect or consequential or for any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract or the provision of the Services.
14. In consideration for ICBF providing the Services, the Herd Owner agrees to indemnify and keep indemnified ICBF and its officers, employees, sub-contractors and agents (all together the "Indemnitees" and each an "Indemnitee") from and against all proceedings, actions, costs, charges, claims, expenses, damages, liabilities, losses and demands whatsoever and howsoever arising as a result of the Herd Owner availing of the Services or that the Indemnitees or any of them may incur as a result of any act neglect default or omission of the Herd Owner or any breach by the Herd Owner of the Contract or the above Conditions.
15. Notwithstanding, but without prejudice to, the terms of ICBF's Privacy Statement (set out at [https://www.icbf.com/wp/?page\\_id=344](https://www.icbf.com/wp/?page_id=344)) and without prejudice to Condition 8, the Herd Owner acknowledges and agrees that certain of his/her Personal Data which is provided when obtaining the Services from ICBF will be used by ICBF in conjunction with the Services. When applying for the Services the Herd Owner therefore:

- 15.1 confirms that he/she understands that such Personal Data will be collected and retained by ICBF in conjunction with the Data:
- 15.2 specifically consents to his/her Personal Data being used by ICBF when Data is being compiled or assessed and also for the purpose of communicating with him/her;
- 15.3 specifically consents to his/her Personal Data being given to the Program Partners for the purpose of (i) purchasing calves of particular interest for further Data collection, as part of the Program and/or (ii) the promotion/marketing of the Program, as it relates to particular sires and/or progeny of interest to the Program.

The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Conditions 15.2 and 15.3 may be withdrawn by him/her at any time by emailing ICBF at [query@icbf.com](mailto:query@icbf.com)

- 16. The above Conditions shall incorporate, in so far as they are not inconsistent with, the ICBF General Terms and Conditions of Supply (at [https://www.icbf.com/wp/?page\\_id=344](https://www.icbf.com/wp/?page_id=344)). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.
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I confirm my acceptance of the Terms & Conditions as detailed above.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_