

## **Terms and Conditions (the “Conditions”)**

1. In these Conditions the following words shall have the following meanings:
  - 1.1 **‘Program’**: the Gene Ireland Dairy Programme.
  - 1.2 **‘Data’**: insemination counts, progeny counts, calving performance statistics, progeny listings, maiden heifer fertility, milk recording, linear type traits and other data relating to animals in the Herd.
  - 1.3 **‘Personal Data’**: the name, address, email address and telephone number of the Herd Owner.
  - 1.4 **‘Program Partner’**: NCBC, Dovea, Eurogene, Bova, IHFA and other AI companies as ICBF may notify from time to time.
2. The services to be provided by ICBF (the **“Services”**) under the Program include the following:
  - 2.1 organising the dispatch of semen ordered by the Herd Owner via the Program;
  - 2.2 monitoring the recording of information relating to the usage of this semen, including in respect of inseminations in year 1, birth registration, calving performance in year 2 (including the reporting of any abnormal calves which should be reported directly to ICBF HerdPlus on 023 8820452), maiden heifer fertility in year 3 and milk recording and linear type traits in year 4.
3. The Herd Owner shall:
  - 3.1 use all semen ordered in the current breeding season;
  - 3.2 record in accordance with ICBF’s directions, details of inseminations on the ICBF database and birth registration and calving performance on the progeny produced via the Program;
  - 3.3 be registered with ICBF’s HerdPlus service;
  - 3.4 have the Herd enrolled in milk recording.
4. The Herd Owner acknowledges 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.
5. The Herd Owner acknowledges and accepts that as part of the Services ICBF shall obtain Data and the Herd Owner:
  - 5.1 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 and, upon request sending Data to IHFA for the purpose of the collection of linear type data on farm;
  - 5.2 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.
6. Herd Owners must maintain suitable insurance including public liability, employer’s liability, buildings and vehicle. Evidence of such insurance must be supplied to ICBF on demand.
7. Both ICBF and the Herd Owner may terminate the Services at any time upon giving the other at least 30 days’ notice in writing. In addition, ICBF may terminate the Services immediately by notice in writing to the Herd Owner if the Herd Owner breaches any of these Conditions or:
  - 7.1 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;
  - 7.2 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.
8. Without prejudice to, the terms of ICBF’s Privacy Statement (set out in its website at [www.icbf.com](http://www.icbf.com)) and to Condition 5, 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:
  - 8.1 confirms that he/she understands that such Personal Data will be collected and retained by ICBF in conjunction with the Data;
  - 8.2 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;
  - 8.3 specifically consents to his/her Personal Data being given to the Program Partners for the purpose of the Program Partners contacting the Herd Owner.

*The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Conditions 8.2 and 8.3 may be withdrawn by him/her at any time by emailing ICBF at [query@icbf.com](mailto:query@icbf.com)*
9. 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 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 provision of the Services.
10. The above Conditions shall incorporate, in so far as they are not inconsistent with, the ICBF General Terms and Conditions of Supply (set out in its website at [www.icbf.com](http://www.icbf.com)). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.