

Bovine Genetics Project Registration

Terms and Conditions

1. Interpretation

1.1 In these terms and conditions, the following words have the following meanings:

- 1.1.1 **Animal Data:** such non-personal data relating to animals as the Project Partners shall consider relevant including but not limited to data relating to an animal's performance, health, meat quality and genetic makeup and shall also include the herd details of the relevant animal.
- 1.1.2 **BGP Registration:** the online registration for signing up for the BGP Services, which can be accessed on SRG's website.
- 1.1.3 **Bovine Genetics Project (BGP):** the SRG-DAERA partnership project to drive genetic improvements in productivity and environmental performance in the bovine livestock sectors in Northern Ireland, (the "Project").
- 1.1.4 **Conditions:** these terms and conditions as added to or amended from time to time by the Project Partners.
- 1.1.5 **Farm Business:** the farm business which registers for the Services from the Bovine Genetics Project (BGP) using a unique DAERA Farm Business ID.
- 1.1.6 **Intellectual Property:** trademarks, service marks, trade names, patents, inventions, design rights, copyrights (including rights in computer software), rights of extraction relating to databases, database rights and all other similar proprietary rights which may subsist in any part of the world.
- 1.1.7 **Know How:** know how, trade secrets, confidential technical and proprietary industrial and commercial information and techniques in any form which may subsist anywhere in the world.
- 1.1.8 **Project Partners:** Sustainable Ruminant Genetics (SRG) and the Department of Agriculture, Environment and Rural Affairs (DAERA).
- 1.1.9 **Services:** the BGP services which are made available via the SRG User Portal, as described in SRG's website (at www.srgni.com), from time to time and such ancillary services as are associated with it as agreed to be supplied to the Farm Business by the Project Partners (including any part or parts of them).
- 1.1.10 **Service Provider(s):** the Irish Cattle Breeding Federation (ICBF) and the Agriculture and Horticulture Development Board (AHDB), and any DAERA-approved sub-contractors which may be appointed by ICBF or AHDB.

2. Application of Terms

- 2.1 Subject to any variation under condition 2.3, Registration shall be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Farm Business purports to apply under any other confirmation of registration, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained within the Farm Business' Registration,

confirmation of registration, specification or other document will form part of the Conditions of Registration simply as a result of such document being referred to in the Conditions.

- 2.3 These Conditions apply to all aspects of BGP Registration and associated Services and any variation to these Conditions and any representations about BGP and the Services shall have no effect unless expressly agreed in writing and signed by the Project Partners.
- 2.4 The Farm Business acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Project Partners which is not set out in these Conditions.
- 2.5 Registration for the BGP, shall be deemed to be an agreement by the Farm Business to access and use the Services subject to these Conditions.
- 2.6 No registration made by the Farm Business shall be deemed to be accepted by the Project until an acknowledgement (written or otherwise) of acceptance of registration is issued by the Project or (if earlier) the Project supplies the Services to the Farm Business.

3. Services

- 3.1 The Project Partners agree to supply, and the Farm Business agrees to access and use the Services, subject to these Conditions.
- 3.2 All examples, illustrations, descriptive matter or advertising issued by the Project or contained in the Project's catalogues or brochures or websites (except for the specific description of the Services) are issued or published for the sole purpose of giving an approximate idea of the Services. They will not form part of these Conditions.
- 3.3 Unless otherwise agreed in writing by the Project Partners, the Services shall, depending upon the type of service and at the Project Partners' sole discretion, be made available through the SRG User Portal or be delivered on behalf of the Project to the Farm Business by regular mail, email or SMS.
- 3.4 Subject to these Conditions, the Project Partners will not be liable, for any direct, indirect or consequential loss (all three of which terms include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Services (even if caused by The Project Partners' negligence) nor will any delay entitle the Farm Business to terminate or rescind the Registration.

4. Limitation of Liability

- 4.1 The following provisions set out the entire financial liability of the Project Partners (including any liability for the acts or omissions of their employees, service providers, agents, and sub-contractors) to the Farm Business in respect of:
 - 4.1.1 any breach of these Conditions;
 - 4.1.2 any use made by the Farm Business of any of the Services; and
 - 4.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Registration.

4.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Registration.

4.3 Nothing in these Conditions excludes or limits the liability of the Project Partners:

4.3.1 for any matter which would be illegal for the Project Partners to exclude or attempt to exclude as a liability; or

4.3.2 for fraud or fraudulent misrepresentation.

4.4 Subject to conditions 4.2 and 4.3, the Project Partners shall not be liable to the Farm Business 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 any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Registration.

5. Acknowledgement and Consent - Animal Data

5.1 The Farm Business acknowledges and accepts that the Project intends to obtain Animal Data relating to animals which the Farm Business (as a registered BGP user) either owns now, has previously owned or acquires in the future from various sources and to use such Animal Data in providing the services and carrying out their activities.

5.2 By registering with the BGP, the Farm Business specifically consents to, authorises and agrees to the Project obtaining such Animal Data from any source, including the Farm Business, and using such Animal Data in any way and for any purpose which they deem appropriate in connection with the BGP and the provision of the Services.

5.3 In particular, and without limiting conditions 5.1 and 5.2, the Farm Business specifically consents to, authorises and agrees to the Project:

5.3.1 obtaining Animal Data from DAERA, breeding companies, Pedigree Herd Societies, milk recording organisations, meat processors, livestock markets, veterinarians, milk processors, Herdbooks, farm software companies and such other sources as it deems appropriate;

5.3.2 using the Animal Data for research activities (including in the publication of any such research) and for providing its various services; and

5.3.3 making the Animal Data publicly available and sharing or passing on the Animal Data to any third party it deems appropriate as part of the BGP and the services it provides to industry including without limitation making the Animal Data available online on SRG's website, passing the Animal Data to livestock markets in connection with proposed sales, to farm software companies for use in their applications, to Herdbooks for use in connection with herdbook services, to milk recording organisations for use in connection with milk recording services and to breeding companies for use in connection with breeding services.

5.4 The Farm Business releases the Project Partners, its officers, employees, service providers, 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 Animal Data (including where such Animal Data is shared with third parties) and acknowledges that the Project Partners shall not have any liability to the Farm Business in this regard.

6. Assignment

6.1 The Farm Business shall not be entitled to assign the registration or any part of it without the prior written consent of the Project Partners.

6.2 The Project Partners may assign the registration or any part of it to any person, firm or company.

7. Force Majeure

The Project Partners reserve the right to defer delivery of the BGP and the Services, to cancel the Registration, or to vary or reduce the Services provided to the Farm Business (without liability to the Farm Business) if they are prevented from or delayed in the carrying on of their business due to circumstances beyond the reasonable control of the Project Partners including without limitation acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, disease, blackouts, strikes or other labour disputes provided that if the event in question continues for a continuous period of in excess of 90 days the Farm Business shall be entitled to give notice in writing to the Project to terminate the Registration.

8. Termination

8.1 The Project Partners may terminate the Registration at any time by written notice to the Farm Business if the Farm Business, in the sole opinion of the Project Partners, uses the Services, or the information given to the Farm Business as part of the Services, in an inappropriate manner.

8.2 The Project Partners may terminate the Registration at any time without reason by written notice to the Farm Business.

8.3 The Farm Business may terminate the Registration at any time by written notice to the Project.

9. Intellectual Property

9.1 The Farm Business acknowledges and accepts that (i) all rights to any Know How or Intellectual Property that the Project Partners use in providing the Services are the property of the Project Partners or other third parties and the Farm Business has no rights whatsoever in or to such Know How or Intellectual Property and (ii) unauthorised use of such Know How or Intellectual Property is strictly forbidden.

9.2 The Farm Business may, with the written authorisation of the Project Partners, reproduce the information provided by the Project, by way of the Services, subject to such conditions as the Project Partners may impose including, without limitation, that acknowledgment is given as to the source of the information.

10. Indemnity

In consideration of the Project Partners providing the Services, the Farm Business agrees to indemnify and keep indemnified the Project Partners and its officers, employees, service providers, sub-contractors and agents (all together the "Indemnitees" and each an Indemnitee") from and against all proceedings, actions, costs, charges, claims, expenses, damages, liability, losses and demands whatsoever and howsoever arising as a result of the Farm Business registering with the project, and availing of the Services, or that the Indemnitees, or any of them, may incur as a result of (i) any act, neglect, default or omission of the Farm Business,

(ii) any breach by the Farm Business of the Registration or these Conditions, or otherwise howsoever.

11. Data Protection

11.1 Notwithstanding, but without prejudice to, the terms of the BGP Privacy Notice (which can be viewed via the BGP User Portal at SRG website www.srgni.com and the DAERA website www.daera-ni.gov.uk), which the Farm Business should review and without prejudice to Condition 5, the Farm Business acknowledges and agrees that personal data, including but not limited to: names, addresses, phone numbers, email addresses (“**Personal Data**”) will be retained and used by the Project, when Animal Data is being compiled or assessed, and also for the purpose of communicating with it. The Project Partners’ lawful basis for doing this is: compliance with these Conditions, the provision of the project and associated services, their legitimate interest in administering their business, compliance with their legal and regulatory obligations and/or the Farm Business’ consent (where this is provided).

11.2 When registering with the BGP the Farm Business therefore:

11.2.1 confirms that it understands and acknowledges the basis upon which the Project collects, retains and uses its Personal Data;

11.2.2 to the extent that such consent may be required, specifically consents to its Personal Data being used in this way.

11.3 The Farm Business further acknowledges that it understands that the consent which it gives in Condition 11.2.2 may be withdrawn by it at any time by emailing BGP at bovinegeneticsproject@daera-ni.gov.uk

12 General

12.1 Each right or remedy of the Project Partners under the Registration is without prejudice to any other right or remedy of the Project Partners whether under the Registration or not.

12.2 If any provision of the Registration is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability unenforceability or unreasonableness be deemed severable and the remaining provisions of the Registration and the remainder of such provision shall continue in full force and effect.

12.3 Failure or delay by the Project in enforcing or partially enforcing any provision of the Registration or these Conditions will not be construed as a waiver of any of its rights under the Registration or these Conditions.

12.4 Any waiver by the Project Partners of any breach of or any default under any provision of the Registration or these Conditions by the Farm Business will not be deemed a waiver of any subsequent breach or default and will in no way effect the other terms of the Registration or these Conditions.

12.5 The formation, existence, construction, performance, validity and all aspects of the Registration shall be governed by UK Law.

12.6 These Conditions shall continue to bind each party insofar as and as long as may be necessary to give effect to their respective rights and obligations.

Bovine Genetics Project

Department of Agriculture, Environment and Rural Affairs (DAERA):

Email: bovinegeneticsproject@daera-ni.gov.uk

Website: www.daera-ni.gov.uk

Sustainable Ruminant Genetics (SRG):

Email: query@srgni.com

Website: www.srgni.com