



**IRISH CATTLE BREEDING FEDERATION SOCIETY LIMITED (“ICBF”)
TERMS AND CONDITIONS (RECEIPT)**

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).

Contract: any contractual arrangement between ICBF and the Supplier in relation to the receipt of Services by ICBF from the Supplier entered into pursuant to condition 2.2.

Deliverables: all Documents, products and materials developed by the Supplier in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

ICBF's Equipment: any equipment, systems, machinery or facilities provided by ICBF and used directly or indirectly in the supply of the Services.

In-put Material: all Documents, information and materials provided by ICBF relating to the Services including, computer programs, data, reports and specifications.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Services: the services to be provided by the Supplier under the Contract as described in the Supplier's Application together with any other services which ICBF takes from the Supplier.

Supplier: the person, firm or company who supplies the Services to ICBF.

Supplier's Application: an application by the Supplier made in a form acceptable to ICBF to provide Services to ICBF, including without limitation an application to provide AI field services [*insert others*].

Supplier's Equipment: any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its sub-contractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to ICBF.

Supplier's Manager: the Supplier's manager for the Services who may be appointed under condition 4.3.

VAT: value added tax chargeable under Irish law for the time being and any similar additional tax.

- 1.2 Condition, schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of and shall have effect as if set out in full in the body of these Conditions and any reference to the Contract includes the schedules.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 Where the words **include(s)**, **including** or **in particular** are used in these terms and conditions, they are deemed to have the words **without limitation** following them and where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.9 Any obligation in the Contract on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.

- 1.10 References to conditions and schedules are to the conditions and schedules of the Contract.

2. APPLICATION OF CONDITIONS

- 2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in any communication from the Supplier or implied by law, trade custom, practice or course of dealing.

- 2.2 The Supplier's Application constitutes an offer by the Supplier to provide the Services specified in it on the terms and conditions of the Supplier's Application and these Conditions. No offer placed by the Supplier shall be accepted by ICBF other than by a written acknowledgement issued and executed by ICBF when a contract for the supply and purchase of those Services on these Conditions will be established. The Supplier's standard terms and conditions (if any) attached to, enclosed with or referred to in any communication from the Supplier or other Document shall not govern the Contract.

3. COMMENCEMENT AND DURATION

- 3.1 The Services supplied under the Contract shall be provided by the Supplier to ICBF from the date of acceptance by ICBF of the Supplier's offer in accordance with condition 2.2.

- 3.2 The Services supplied under the Contract shall be supplied for the term of the Contract, unless the Contract is terminated in accordance with condition 12.

4. SUPPLIER'S RESPONSIBILITIES

- 4.1 The Supplier shall provide the Services, and deliver the Deliverables to ICBF or as ICBF may direct, in accordance with the Supplier's Application and shall allocate sufficient resources to the Services to enable it to comply with this obligation.

- 4.2 The Supplier shall meet and time is of the essence as to any performance dates specified in the Supplier's Application. If the Supplier fails to do so, ICBF may (without prejudice to any other rights it may have):

- (a) terminate the Contract in whole or in part without liability to the Supplier;

- (b) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (c) purchase substitute services elsewhere;
- (d) hold the Supplier accountable for any loss and additional costs incurred; and
- (e) have refunded by the Supplier all sums previously paid by ICBF to the Supplier under the Contract.

4.3 The Supplier shall:

- (a) co-operate with the ICBF in all matters relating to the Services;
- (b) upon the request and subject to the prior written approval of ICBF, appoint or, at the subsequent request of the ICBF, replace without delay the Supplier's Manager who shall have authority under the Contract contractually to bind the Supplier on all matters relating to the Services;
- (c) subject to condition 4.3(b), ensure that the same person acts as the Supplier's Manager throughout the term of the Contract;
- (d) procure the availability of the Supplier's Manager to provide the Services on such days and at such times as ICBF may require during the term of the Contract;
- (e) promptly inform ICBF of the absence or anticipated absence of the Supplier's Manager and, if ICBF requires, provide a suitably qualified replacement;
- (f) not make any changes in the Supplier's Manager without the prior written approval of ICBF, not to be unreasonably withheld or delayed; and
- (g) ensure that the Supplier's Manager and all employees, consultants, agents and sub-contractors which it engages in relation to the Services use reasonable skill and care in the performance of the Services.

4.4 The Supplier shall:

- (a) observe, and ensure that all employees, consultants, agents and sub-contractors observe, all health and safety rules and regulations and any other security requirements that apply at ICBF's premises or any other premises where the Services are provided. ICBF reserves the right to refuse the Supplier and its employees, consultants, agents and sub-contractors access to ICBF's premises, which will only be given to the extent necessary for the performance of the Services;

- (b) notify ICBF as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Services; and
- (c) before the date on which the Services are to start, obtain and at all times maintain all necessary licences and consents and comply with all relevant legislation in relation to:
 - (i) the Services;
 - (ii) the installation of the Supplier's Equipment;
 - (iii) the use of In-put Material;
 - (iv) the use of all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications.
 - (v) the use of ICBF's Equipment in relation to the Supplier's Equipment.

4.5 The Supplier acknowledges and agrees that:

- (a) ICBF is entering into the Contract on the basis of the details and information provided by the Supplier to ICBF in relation to the proposed provision of the Services by the Supplier to ICBF and that the details and information are accurate and complete in all material respects, and not misleading;
- (b) if it considers that ICBF is not or may not be complying with any of ICBF's obligations, it shall only be entitled to rely on this as relieving the Supplier's performance under the Contract:
 - (i) to the extent that it restricts or precludes performance of the Services by the Supplier; and
 - (ii) if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to ICBF in writing.

5. ICBF'S OBLIGATIONS

ICBF shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide such access to ICBF's premises and other facilities as may reasonably be required by the Supplier and agreed with ICBF in writing, in advance, for the purposes of the Services; and
- (c) provide such information as the Supplier may reasonably request and ICBF considers reasonably necessary, in order to carry out the

Services in a timely manner, and ensure that it is accurate in all material respects;

6. CHANGE CONTROL

6.1 ICBF and the Supplier or, where applicable, the Supplier's Manager shall meet at least once every month, or at a lesser frequency by mutual agreement, to discuss matters relating to the Services. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.

6.2 If ICBF requests a change to the scope or execution of the Services:

(a) the Supplier shall, within a reasonable time (and in any event not more than five working days after receipt of ICBF's request), provide a written estimate to ICBF of:

- (i) the likely time required to implement the change;
- (ii) any necessary variations to the Supplier's charges arising from the change;
- (iii) any other impact of the change on the terms of the Contract.

(b) if ICBF does not wish to proceed, there shall be no change to the Contract; and

(c) if ICBF wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on the necessary variations to its charges, the Services and any other relevant terms of the Contract to take account of the change and the Contract shall be varied in accordance with condition 15.

6.3 If the Supplier requests a change to the scope of the Services, ICBF shall not unreasonably withhold or delay consent to it. If ICBF wishes the Supplier to proceed with the change, the Supplier shall do so, following a variation of the Contract in accordance with condition 15. Unless the Supplier's request was attributable to ICBF's non-compliance with ICBF's obligations, neither the Supplier's charges or any other terms of the Contract shall vary as a result of such change.

7. CHARGES AND PAYMENT

7.1 The total price for the Services shall be the amount set out in the Supplier's Application and shall be paid to the Supplier in accordance with the arrangements agreed between the Supplier and ICBF. At the relevant time, the Supplier shall invoice ICBF for the charges that are then payable, together with expenses, the costs of materials and VAT, where appropriate.

- 7.2 The Supplier's charges exclude VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 7.3 ICBF shall pay each invoice properly due, issued and submitted to it by the Supplier, within 30 days of receipt.
- 7.4 Claims for payment in respect of materials purchased by or services provided to the Supplier, or for reimbursement of expenses, shall be payable by ICBF only if the prior agreement of ICBF has been obtained and if accompanied by relevant receipts.
- 7.5 The Supplier shall maintain complete and accurate records of the time spent, materials used and information collected by the Supplier in providing the Services in such form as ICBF shall approve. The Supplier shall allow ICBF to inspect such records at all reasonable times on request.
- 7.6 Without prejudice to any other right or remedy it may have, ICBF reserves the right to set off any amount owing at any time to it by the Supplier against any amount payable by ICBF to the Supplier under the Contract.

8. QUALITY OF SERVICES

- 8.1 The Supplier warrants to ICBF that:
- (a) the Supplier will perform the Services with reasonable care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services;
 - (b) the Services will conform with all descriptions and specifications provided to ICBF by the Supplier; and
 - (c) the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force and the Supplier will inform ICBF as soon as it becomes aware of any changes in that legislation.
- 8.2 ICBF's rights under the Contract are in addition to the statutory terms implied in favour of ICBF by the Sale of Goods and Supply of Services Act 1980 and any other statute.
- 8.3 The provisions of this condition 8 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Supplier assigns to ICBF all right, title and interest in and to the Intellectual Property Rights and all other rights in the products of the Services (including the Deliverables) free from all third party rights.
- 9.2 The Supplier shall, promptly at ICBF's request, do or procure to be done all such further acts and things and the execution of all such other documents as ICBF may from time to time require for the purpose of securing for ICBF the full benefit of these provisions, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to ICBF in accordance with condition 9.1.

10. INDEMNITY

- 10.1 The Supplier shall indemnify and hold ICBF harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, ICBF as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under Irish law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the products of the Services (including the Deliverables); or
 - (b) any claim made against ICBF in respect of any liability, loss, damage, injury, cost or expense sustained by ICBF's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.
- 10.2 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force with a reputable insurance company such insurance policies providing such cover as is appropriate for a person providing the Services and shall, on ICBF's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium. If at any time, in the reasonable opinion of ICBF, the cover held by the Supplier is not appropriate, the Supplier shall immediately amend the type and level of cover to that required by ICBF.

- 10.3 The provisions of this condition 10 shall survive termination of the Contract, however arising.

11. CONFIDENTIALITY AND ICBF'S PROPERTY

- 11.1 The Supplier shall keep in strict confidence all In-put Material and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by ICBF, its employees, agents or sub-contractors and any other confidential information concerning ICBF's business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to ICBF, and shall ensure that all such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Supplier.

- 11.2 All In-put Materials, ICBF's Equipment and all other materials, equipment and tools, drawings, specifications and data supplied by ICBF to the Supplier shall, at all times, be and remain as between ICBF and the Supplier the exclusive property of ICBF, but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to ICBF, and shall not be disposed of or used other than in accordance with ICBF's written instructions or authorisation.

- 11.3 This condition 11 shall survive termination of the Contract, however arising.

12. TERMINATION

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- (a) the other party commits a material breach of any of the terms of the Contract and fails to remedy that breach within 14 days of being notified in writing of the breach; or
 - (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or
 - (c) an order is made for the appointment of an examiner in relation to the other party; or
 - (d) a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager

of the other party, or if any other person takes possession of or sells the other party's assets; or

- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt; or
- (h) there is a change of control of the other party.

12.2 On termination of the Contract for any reason the Supplier shall immediately deliver to ICBF:

- (a) all In-put Material and all copies of information and data provided by ICBF to the Supplier for the purposes of the Contract. The Supplier shall certify to ICBF that it has not retained any copies of In-put Material or other information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in condition 11; and
- (b) all specifications, programs (including source codes) and other documentation comprised in the Deliverables and existing at the date of such termination, whether or not then complete. All Intellectual Property Rights in such materials shall automatically pass to ICBF (to the extent that they have not already done so by virtue of condition 9.1), who shall be entitled to enter the premises of the Supplier to take possession of them.

12.3 If the Supplier fails to fulfil its obligations under condition 12.2, then ICBF may enter the Supplier's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping.

12.4 Termination of the Contract, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

13. REMEDIES

If any Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, ICBF shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- (a) to rescind the Contract; or

- (b) to refuse to accept the provision of any further Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by ICBF to the Supplier under the Contract; or
- (c) to require the Supplier, without charge to ICBF, to carry out such additional work as is necessary to correct the Supplier's failure; and
- (d) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of the Contract not otherwise covered by the provisions of this condition 13.

14. FORCE MAJEURE

ICBF reserves the right to defer the date for performance of, or payment for, the Services, or to terminate the Contract, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of ICBF or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, disease, storm or default of suppliers or sub-contractors.

15. VARIATION

Subject to condition 6, no variation of the Contract or these Conditions or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. WAIVER

16.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. ASSIGNMENT

17.1 The Supplier shall not, without the prior written consent of ICBF, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

17.2 ICBF may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

18. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. RIGHTS OF THIRD PARTIES

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

20. NOTICES

Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address or fax number, given in the Contract (or such other address, fax number or person as the relevant party may notify to the other party) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or registered post. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or registered post, 48 hours from the date of posting and, if deemed receipt under this condition 20 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

21. GOVERNING LAW AND JURISDICTION

21.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of Ireland.

21.2 The parties irrevocably agree that the courts of Ireland shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter.

22. SEVERANCE

- 22.1 If any provision (or part of a provision) of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 22.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 22.3 The parties agree, in the circumstances referred to in condition 22.1 and if condition 22.2 does not apply, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties under any invalid or unenforceable provision of the Contract shall be suspended while an attempt at such substitution is made.