

GI User Terms and Conditions (the “Conditions”)

1. In these Conditions the following words shall have the following meanings:
 - 1.1 **‘Programs’**: the Gene Ireland Dairy, Dairy Beef and Beef Programmes (or any one of them as applicable).
 - 1.2 **‘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, insemination details, calving difficulty, calf size, vigour, genetic defects, liveweights, progeny listings, daughter fertility, milk recording, linear type traits.
 - 1.3 **‘Personal Data’**: the name, address, email address and telephone number of the Herd Owner.
 - 1.4 **‘Program Partner’**: Teagasc, NCBC, Munster Bovine, Progressive Genetics, Dovea, Eurogene AI, ABP, Bova, IHFA and other organisations ICBF may notify from time to time.
2. The services to be provided by ICBF (the “**Services**”) under the Programs include the following:
 - 2.1 organising the dispatch of semen ordered by the Herd Owner via the Programs;
 - 2.2 monitoring the recording of information relating to the usage of this semen dependent on the animal’s type, including in respect of inseminations in year 1, birth registration, calving performance and liveweights in year 2, daughter fertility in year 3 and milk recording of dairy type daughters 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, relevant Data on the progeny produced via the relevant Program;
 - 3.3 be registered with ICBF’s HerdPlus service;
 - 3.4 pay the relevant fees and comply with these Conditions;
 - 3.5 report any abnormal calves directly to ICBF HerdPlus on 023 8820452;
 - 3.6 be prepared to sell calves of interest to ICBF or the Program Partners for the collection of additional traits of interest on selected progeny from each AI bull participating in the Programs. Examples of such data are growth rate, feed intake, green house gas output, carcass traits and meat eating quality, all of which are collected later in the animal’s life.
4. The Herd Owner acknowledges and accepts that:
 - 4.1 the bulls on the Programs are young males with no field fertility, calving performance and/or genetic defect data and therefore no representation, guarantee or warranty whatsoever is made or given by ICBF as to the performance of the bulls in relation to these matters;
 - 4.2 the genetic indexes of the bulls on the Programs are provided on an “as is” basis, are subject to change and no representation, warranty or guarantee whatsoever is made or given by ICBF as to their accuracy.Further, the Herd Owner agrees that ICBF shall not, under any circumstances, be liable for any losses, costs, penalties, claims or liabilities (“**Claims**”) that may arise or that the Herd Owner may suffer in connection with the matters referred to in Conditions 4.1 and 4.2 and, in consideration of ICBF providing the Services, agrees to indemnify and keep indemnified ICBF, its officers, employees, sub-contractors and agents, from and against any Claims that may arise in connection with such 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 of its activities, including, without limitation the collection and consolidation of all relevant Data for the publication of genetic evaluations relevant to the Programs and sending Data to the Program Partners;
 - 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. Unless terminated the Services shall, in the case of the Dairy and Dairy Beef Programs, continue to be provided each year (based upon the previous year’s order, unless agreed otherwise). 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) 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 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*
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 €600 and ICBF shall not be liable to the Herd Owner for any pure economic loss, loss of profit, loss of business, depletion of goodwill 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 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). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.