

**BOVINE GENOTYPING PROGRAMME (the “Programme” or “National
Genotyping Programme”)**
(June 21st 2023 to December 31st 2027)
Terms & Conditions (the “Conditions”)

The Bovine Genotyping Programme is partially funded by Brexit Adjustment Reserve Fund under Regulation (EU)2021/1755 of the European Parliament and of the Council of 6 October 2021 establishing the Brexit Adjustment Reserve.

Closing date: 14th July 2023

As significant EU and exchequer funding contributions are involved in this programme the Minister for Agriculture, Food and the Marine reserves the right to take all necessary legislative, regulatory and administrative measures to protect EU and exchequer financial interests.

1. In these Conditions the following words shall have the following meanings:
 - 1.1 **“AIM”**: the Animal Identification and Movement system.
 - 1.2 **“Animal Data”**: performance, genetic evaluation and other data relating to animals in the Herd including without limitation: animal ID, date of birth, sex, dam, sire, breed, DNA result, calving difficulty, calf size, calf vigour and major genes.
 - 1.3 **“Animal Passport”**: bovine identity passport (blue card) issued by AIM upon registration of a new bovine animal.
 - 1.4 **“Application”**: the application for the Programme and the Services at <https://www.icbf.com/national-genotyping-programme/>.
 - 1.5 **“BAR”**: Brexit Adjustment Reserve.
 - 1.6 **“BAR Funded Animals”**: any animals in the herd, or in a Contract Rearing Herd, used for current or future breeding purposes, including cows, stock-bulls and replacements, selected by ICBF as eligible for discounted genotyping in 2023.
 - 1.7 **“Clawback Amount”**: the amount that may be payable in the event that the Contract is terminated, as set out in condition 13.
 - 1.8 **“Contract”**: the contract under which ICBF supplies the Services to the Herd Owner.
 - 1.9 **“Contract Rearing Herd”**: any herd connected to the Herd Owner’s Herd by means of a contract rearing, B&B or any other such temporary arrangement whereby animals originating in the Herd Owner’s Herd are held in a separate herd with the intention of moving back to the Herd Owner’s Herd at a point in the future.
 - 1.10 **“DAFM”**: the Department of Agriculture Food and the Marine and any relevant section of it.
 - 1.11 **“Department”**: the Department of Agriculture Food and the Marine and any relevant section of it.
 - 1.12 **“Double Tissue Calf Tags”**: national calf registration tag sets, approved by AIM and ICBF, capable of taking two separate tissue samples on application.
 - 1.13 **“Fees”**: the fees for the Services as set out in the Fee Schedule, or such amended fees as ICBF notifies the Herd Owner from time to time.
 - 1.14 **“Fee Schedule”**: the schedule of Fees at <https://www.icbf.com/national-genotyping-programme/>.
 - 1.15 **“FSP”** any farm software providers, including: Irish Farm Computers (Agrinet), Kingswood Computing, Herdwatch, Munster Bovine (FarmOps).
 - 1.16 **“Genomic Sample”**: a DNA tissue/hair sample of sufficient quality to be used for the purpose of prediction/verification of parentage, sex and breed and, where possible, subsequent use including, but not limited to, genomic evaluations and generation of commercial beef values (CBVs).
 - 1.17 **“Herd”**: the Herd Owner’s herd in respect of which the Application for the Programme and Services is made.
 - 1.18 **“Herd Owner”**: the owner of the Herd in respect of which the Application is made.
 - 1.19 **“ICBF”**: the Irish Cattle Breeding Federation Society Limited.

- 1.20 **“Industry Partners”**: Mullinahone Co-op, Cormac Tagging, Datamars, Agritags (Agrihealth), DNA Laboratory, “FSP”, and Pedigree breed Societies as listed at <https://www.icbf.com/national-genotyping-programme/>.
- 1.21 **“Minister”**: Minister for Agriculture, Food and the Marine.
- 1.22 **“Newborn Calves”**: Any calves born in the herd, regardless of sex or breed, from January 1st, 2024, until Programme ends, or the Contract is terminated in accordance with Condition 11.
- 1.23 **“Other Breeding Animals”**: any animals in the herd, or in a Contract Rearing Herd, for the duration of the Programme (including bought in animals), used for current or future breeding purposes, NOT selected by ICBF as eligible for discounted genotyping.
- 1.24 **“Personal Data”**: the BTE (herd number), name, address, bank details, email address and telephone number of the Herd Owner.
- 1.25 **“Programme Partners”**: DAFM, Dairy Industry Ireland (DII), Meat Industry Ireland (MII)
- 1.26 **“SCEP”**: Suckler Carbon Efficiency Programme.
- 1.27 **“Services”**: the services provided by ICBF to Herd Owners in relation to the Programme as described in Condition 2.

Services to be Provided by ICBF

2. The Services to be provided by ICBF under the Contract include the following:
 - 2.1 **For BAR Funded Animals:**
 - 2.1.1 the issuing of sampling kits for the purpose of taking Genomic Samples for any animals of importance to the Programme as specifically identified by ICBF;
 - 2.1.2 the issuing of re-test sampling kits when considered necessary by ICBF and at ICBF’s sole discretion;
 - 2.1.3 the processing of Genomic Samples (once collected by the Herd Owner).
 - 2.1.4 the provision of genomic evaluations, where possible, not prior to December 31st 2023 unless herdowner is participating in SCEP.
 - 2.1.5 where possible, sire verification and/or prediction except for those animals, in herds not participating in SCEP, where the animal is registered with a pedigree breed Society.
 - 2.1.6 where possible, Dam verification and/or prediction, not prior to 31st May 2024, and solely at the request of the herd-owner.
 - 2.2 **For Other Breeding Animals:**
 - 2.2.1 the issuing of sampling kits for the purpose of taking Genomic Samples for any animals of importance to the Programme as specifically identified by ICBF;
 - 2.2.2 the issuing of re-test sampling kits when considered necessary by ICBF and at ICBF’s sole discretion;
 - 2.2.3 the processing of Genomic Samples (once collected by the Herd Owner).
 - 2.2.4 where possible, the provision of genomic evaluations and the verification/prediction of Sire, Dam and Sex as set out in the standard genomics terms of service at https://www.icbf.com/wp-content/uploads/2021/06/Genomics-Terms-and-Conditions- June-2021_1938662-HAP_2114755.pdf.
 - 2.3 **For Newborn Calves:**
 - 2.3.1 the processing of Genomic Samples (once collected by the Herd Owner).
 - 2.3.2 where possible, the provision of parentage and sex predictions/verifications.
 - 2.3.3 the submission of such genomic parentage data to AIM or DAFM as applicable for the purpose of verifying calf registration records. However, notwithstanding that ICBF may facilitate this process where possible, the Herd Owner acknowledges and accepts that such data may not be available and also that the responsibility for the submission of calf registration data to DAFM/AIM remains with him/her and ICBF shall not, under any circumstances, be liable for any costs, penalties, or liabilities that may arise due to this data not being available or not being submitted within any particular timeframe.
 - 2.3.4 the provision of genomic evaluations where possible.

Applications to the Programme

3. 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 Programme ends, or the Contract is terminated in accordance with Condition 12.
4. To join the Programme and avail of the Services, a Herd Owner must commit to complete the full five-year term of the Programme.
5. Applications to the programme will be accepted on a first come, first served basis.
6. To join the Programme and avail of the Services a Herd Owner must be registered with ICBF's HerdPlus service or be participating in the Suckler Carbon Efficiency Programme (SCEP).
7. 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, regulatory 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.

What is Expected of the Herd Owner

8. The Herd Owner shall:

8.1 For BAR Funded Animals and Other Breeding Animals

- 8.1.1 take Genomic Samples for any animals in the Herd requested by ICBF and submit to the laboratory, nominated by ICBF, Genomic Samples within 28 days of receipt of the sampling kits;
- 8.1.2 take further Genomic Samples for any animal(s) if and when requested by ICBF within any timeframe stipulated by ICBF throughout the Programme;
- 8.1.3 ensure all animals in the herd, throughout the Programme, including breeding animals bought into the herd after the start date of the Programme, regardless of breed, have a valid genotype in the ICBF database.
- 8.1.4 Ensure that all BAR Funded Animals and Other Breeding Animals in a Contract Rearing Herd at any point throughout the program, are made known to ICBF and that the animal data associated with these animals is "linked" by the owner of the Contract Rearing Herd back to the Herd Owner's Herd in the ICBF database using the ICBF contract rearing facility as set out at <https://www.icbf.com/how-to-link-contract-reared-animals-back-to-your-herdplus-profile/>.

8.2 For Newborn Calves:

- 8.2.1 take Genomic Samples for all calves born in the herd, regardless of sex or breed, and submit to the laboratory, nominated by ICBF, Genomic Samples within 5 days of birth;
 - 8.2.2 take further Genomic Samples for any animal(s) if and when requested by ICBF within any timeframe stipulated by ICBF throughout the Programme;
 - 8.2.3 submit to DAFM and AIM all required registration information for all Newborn Calves born in the Herd for the duration of Programme, within 27 days of the birth of each calf;
- 8.3 and does agree to only purchase Double Tissue Calf Tags for the duration of the program.
- 8.4 during the Programme, use only the online DNA registration system provided by DAFM (Agfood.ie) or online DNA Registrations systems (FSPs) approved by ICBF throughout the Programme unless ICBF advises otherwise;
- 8.5 and does authorise and allow ICBF to submit genotype sample details for animals in the Herd, including, but not limited to sire dam and sex to either (i) DAFM or (ii) the relevant FSP on its behalf; (iii) pedigree breed society

- 8.6 co-operate fully with ICBF in all matters relating to the Services and must not;
 - 8.6.1 knowingly or recklessly provide false information.
 - 8.6.2 interfere with or compromise the application process in any way.
- 8.7 pay the relevant Fees for the Services when due, maintain a valid direct debit mandate and ensure to keep bank details up to date throughout the Programme.

9. The Herd Owner acknowledges and accepts that:

- 9.1 registration of calves within the 27 days from birth permitted by DAFM and
- 9.2 timeliness of receipt of an Animal Passport is dependent upon the Herd Owner complying fully with Condition 8.2. Any failure on the part of the Herd Owner to comply with Conditions 8.2 may lead to calves being registered outside of the 27 days permitted and/or may result in the delayed receipt of Animal Passports. Furthermore, the Herd Owner acknowledges that ICBF shall not, under any circumstances, be liable for any costs, penalties, or liabilities that may arise due to the Herd-owner receiving a late registration notice from AIM and/or not receiving an animal passport within any particular timeframe.

The Herd-Owner acknowledges and accepts that any Genomic Samples submitted for processing outside the stipulated timeframes or after the end of the Programme or once the Contract has been terminated, may not be processed, and agrees that ICBF shall have no liability whatsoever in this regard.

Fees

10. The Fees payable for the Services shall be as set out in the Fee Schedule <https://www.icbf.com/national-genotyping-programme/>. The Herd Owner acknowledges and accepts that:
 - 10.1 ICBF may without limiting its rights under any other conditions, limit the Herd Owner's access to any ICBF services, including, without limitation HerdPlus and related reports and services, until such time as any outstanding fees payable have been paid.
 - 10.2 the fees payable for genotyping of Newborn Calves as set out in the fees schedule, shall be payable to ICBF, after an order for Double Tissue Calf Tags has been placed with the Tag supplier. This must be paid in advance of any genotype being processed. The total number of Newborn Calves payable will be determined by the number of Double Tissue Tags ordered as indicated to ICBF by the tag supplier/AIM and/or the number of genomic sample kits requested for Newborn Calves other than those to be sampled with Double Tissue Calf Tags.

Administrative and Compliance Checks and Inspections

11. The Herd Owner acknowledges and accepts that:
 - 11.1 the Minister reserves the right to carry out inspections at reasonable times of any land, premises, plant, equipment, livestock and records of the Herd Owner.
 - 11.2 in submitting an application, the Herd Owner agrees to permit officials or agents of the Department to carry out on-farm inspections for the purposes of Programme data validation, with or without prior notice at any reasonable time(s) and without prejudice to public liability.
 - 11.3 all applications for support will be subject to administrative checks, and any other controls deemed necessary. The Herd Owner shall facilitate such administrative and on-the-spot checks as the Department deems necessary. Applications will be crosschecked with records held by the Department.
 - 11.4 relevant on-the-spot checks will be carried out at farm level to ensure compliance with the requirements of the Programme. These will be carried out by the Department or agents operating on their behalf.
 - 11.5 when notified of an on-farm inspection, the Herd Owner should arrange to be present for the inspection or have a representative nominated in their place to assist the inspecting officer.
 - 11.6 to facilitate checks and on-farm inspections, the Herd Owner must fully co-operate with Department staff, or their agents and reply fully to all queries, providing any documentary evidence that may be requested in relation to their application. If an on-farm inspection cannot be carried out through the fault or action of the applicant or his/her representative, the application will be rejected.
 - 11.7 any breach of conditionally noted during an on-farm inspection will be cross-reported to the Direct Payments Unit of the Department.

Termination of Contract, Failure to abide by the Terms and Conditions of the Scheme, Clawbacks and Force Majeure

12. Subject to Condition 17, the Contract may be terminated:

- 12.1 by ICBF at any time upon giving the Herd Owner at least 30 days' notice in writing,
- 12.2 where, the Herd Owner being unable to continue complying with the requirements of the Programme for reasons beyond his/her control, a case is made under Force Majeure to terminate participation in the Programme. In such cases the Herd Owner, or their representative, should inform ICBF in writing, with relevant evidence, within ten working days of being able to do so. Without prejudice to the actual circumstances to be taken into consideration in individual cases the following categories of force majeure may be recognised:
 - 12.2.1 death of the beneficiary,
 - 12.2.2 long term professional incapacity of the beneficiary,
 - 12.2.3 expropriation of all or a large part of the holding if that expropriation could not have been anticipated on the day of lodging the application,
 - 12.2.4 a severe natural disaster gravely affecting the holding,
 - 12.2.5 the accidental destruction of livestock buildings on the holding,
 - 12.2.6 an epizootic or a plant disease affecting part or all of the beneficiary's livestock or crops respectively.
- 12.3 by the Herd Owner at any time upon giving ICBF at least 30 days' notice in writing and
- 12.4 by ICBF immediately by notice in writing to the Herd Owner where:
 - 12.4.1 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;
 - 12.4.2 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;
 - 12.4.3 any fees are not paid when due.
 - 12.4.4 for the purposes of obtaining subsidised genotyping under the Programme to which these Terms and Conditions relate, the Herd Owner knowingly makes a false or misleading statement or withholds essential information, or if there is any material change in the circumstances of the applicant which would be in conflict with the letter or the spirit of the Programme their participation in the Programme.
 - 12.4.5 without prejudice to Condition 12.4.3 the Herd Owner breaches the Contract or any of these Conditions.

13. Upon termination of the Contract:

- 13.1 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 7, 15 and 16, shall not be affected;
- 13.2 the Herd Owner, except in the case of termination under Condition 12.1 and 12.2;
 - 13.2.1 shall be liable to pay back the relevant Clawback Amount to ICBF as set out in table 1.1 within 30 days of the Herd-Owner being notified by ICBF.
 - 13.2.2 may be refused access to any ICBF services, including without limitation, HerdPlus and related reports and services, until such time as the full Clawback Amount has been paid.

Table 1.1: Calculation of Clawback Amount upon Termination of Contract.

Year in which Contract is Terminated as per conditions 11.2 and 11.3	Percentage of the cost of genotyping BAR Funded Animals, at the standard rate set out in the fee schedule, to be paid in Clawback Amount
2024 or earlier	100%
2025	75%
2026	50%
2027	25%

- 13.3 except in the case of termination under Condition 12.1 and 12.2, the Minister reserves the right to:
- 13.3.1 recoup such amounts as received in the form of subsidised genotyping under the Programme as outlined in 13.2.1 (Table 1.1) in accordance with the law.
 - 13.3.2 to exclude such a person from further participation in any Department scheme for such period as shall be determined, but in any event not exceeding a period of 6 years.

Use of Data and Privacy

14. The Herd Owner acknowledges and accepts that as part of the Services ICBF shall obtain Animal Data and by making the Application the Herd Owner:
- 14.1 specifically consents to, authorises and agrees to ICBF obtaining such Animal Data (including from the Industry Partners and others), 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 Animal Data for the publication of genetic evaluations relevant to the Programme, dairy beef index (DBI) and commercial beef values (CBVs) and sending Animal Data to, the Programme Partners and to Marts as listed at <https://www.icbf.com/mart-boards-list-of-marts-currently-displaying-index-figures/> ;
 - 14.2 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 Animal Data (including where such Animal Data is shared with third parties) and acknowledges that ICBF shall have no liability to the Herd Owner in this regard.
15. Notwithstanding, but without prejudice to, the terms of ICBF's Privacy Statement (set out at https://www.icbf.com/wp/?page_id=344) which the Herd Owner should review and without prejudice to Condition 8, the Herd Owner acknowledges and agrees that certain of his/her Personal Data will be retained and used by ICBF in conjunction with the Programme and/or the Services and for the purpose of communicating with him/her. ICBF's lawful basis for doing this is: the performance of the Contract, its legitimate interest in administering its business, compliance with its legal and regulatory obligations and/or the Herd Owner's consent. When applying for the Programme and Services the Herd Owner therefore:
- 15.1 confirms that he/she understands and acknowledges the basis upon which ICBF collects, retains and uses his/her Personal Data:
 - 15.2 to the extent that such consent may be required, specifically consents to his/her Personal Data being used in this way;
 - 15.3 specifically consents to his/her Personal Data being given to the Programme Partners and Industry Partners for the purpose of administering the Programme including (i) transferring information to DAFM and FSP to facilitate calf registration, (ii) ordering DNA tissue tags from the Herd's tag supplier for Genomic Sampling;
16. The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Conditions 15.1, 15.2 and 15.3 may be withdrawn by him/her at any time by emailing ICBF at ngp@icbf.com

Liability and General Terms of Service

17. ICBF's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Programme, 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 Programme, the Contract or the provision of the Services.

18. In consideration for ICBF accepting the Herd Owner into the Programme and 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 participating in the Programme and/or 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.

19. 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). In the event of any inconsistency between these Conditions and the General Terms and Conditions of Supply, these Conditions shall prevail.