

The Dairy Cow Weighing Project 2024

Terms & Conditions (the “Conditions”).

1. In these Conditions the following words shall have the following meanings:
 - 1.1 **“Animal Data”**: such data relating to animals as ICBF shall consider relevant including but not limited to data relating to an animal’s performance, health and genetic makeup and shall also include the herd details of the relevant animal.
 - 1.2 **“Application”**: the application for the Project to which these Conditions are annexed.
 - 1.3 **“Contract”**: the contract under which ICBF supplies the Services to the Herd Owner.
 - 1.4 **“Herd”**: the Herd Owner’s herd in respect of which the Services are applied for.
 - 1.5 **“Herd Owner”**: the owner of the Herd that applies to take the Services from ICBF.
 - 1.6 **“ICBF”**: the Irish Cattle Breeding Federation Society Limited.
 - 1.7 **“Personal Data”**: the name, address email address, telephone number and BTE of the Herd Owner.
 - 1.8 **“Project”**: The Dairy Cow Weighing Project 2024.
 - 1.9 **“Services”**: the services provided by ICBF to Herd Owners in relation to the Project as described in Condition 3.
2. The objectives of the Project are to develop, validate and deploy the necessary tools and optimal strategies to achieve sustainable and quantifiable genetic gain in environmental and economic efficiency in the dairy sector. To achieve this ICBF intends to get weights from 20,000 dairy cows in key dairy farms (~ 200 dairy herds to generate data on) from which the necessary data required to meet said objectives will be obtained.
3. The Services to be provided by ICBF under the Contract include the following:
 - 3.1 the weighing of cows, weights to be collected by weighing technicians, for any animals of importance to the Project, as determined by ICBF;
 - 3.2 access to additional information in respect of health events and genetic evaluation where such information is obtained at the time of the farm visit;
 - 3.3 lameness and mastitis data will be collected where possible for entry into the ICBF database and possible inclusion into the genetic evaluations.
4. 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 Contract is terminated in accordance with Condition 10.
5. To avail of the Services a Herd Owner must be a participant of The Gene Ireland Progeny Test Programme for the term of the Project.
6. The Herd Owner shall:
 - 6.1 make available any animal in the Herd as requested by ICBF for on farm assessment relating to event recording including, but not limited to, weighing and health data collection;
 - 6.2 co-operate fully with ICBF in all matters relating to the Services including any development of the Services;
 - 6.3 maintain all necessary licences and consents and comply with all relevant legislation;
 - 6.4 maintain suitable insurance including public liability, employer’s liability, buildings, vehicle and also any special insurance that may be appropriate or required by ICBF. Evidence of such insurance must be supplied to ICBF on demand.
7. 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:
 - 7.1 specifically consents to, authorises and agrees to ICBF obtaining such Animal 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 Animal Data for including and publication in genetic evaluations;
 - 7.2 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 not have any liability to the Herd Owner in this regard.

8. The Herd Owner acknowledges and agrees that given the nature of the Services, results may not be produced and/or any results produced may not be accurate and therefore no warranty whatsoever is given in this regard and the Services and any results from them are provided on an “as is” basis.
9. 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 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.
10. Both ICBF and the Herd Owner may terminate the Contract at any time upon giving the other at least 14 days’ notice in writing. In addition, ICBF may terminate the Contract immediately by notice in writing to the Herd Owner if:
 - 10.1 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;
 - 10.2 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;
 - 10.3 the Herd Owner breaches the Contract or any of these Conditions.
11. Upon termination of the Contract, 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, 8, 12 and 13, shall not be affected.
12. 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 or the performance or contemplated performance of the Contract shall be limited to the amount of €100 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 Contract or the provision of the Services.
13. In consideration for ICBF 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 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.
14. Notwithstanding, but without prejudice to, the terms of ICBF’s Privacy Statement (set out at ICBF web site www.icbf.com) which the Herd Owner should review and without prejudice to Condition 7, the Herd Owner acknowledges and agrees that certain of his/her Personal Data which is provided when obtaining the Services from ICBF will be retained and used by ICBF when Animal Data is being compiled or assessed and will also be used in the provision of 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 your consent (where this is provided). When applying for the Services the Herd Owner therefore:
 - 14.1 confirms that he/she understands and acknowledges the basis upon which ICBF collects, retains and uses his/her Personal Data; and
 - 14.2 to the extent that such consent may be required, specifically consents to his/her Personal Data being used in this way;The Herd Owner further acknowledges that he/she understands that the consent which he/she gives in Condition 14.2 may be withdrawn by him/her at any time by emailing ICBF at query@icbf.com
15. 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.