



## **GENERAL CONDITIONS FOR SUPPLY OF RECORDING SERVICES BY THE TEXEL SHEEP SOCIETY**

1. This Agreement replaces any prior Signet Sheepbreeder Service Agreement.
2. This Agreement will remain in force until terminated in accordance with the terms hereinafter stipulated.
3. This agreement will commence on the 1<sup>st</sup> day of April 2017 and continue until terminated by the Texel Sheep Society or the applicant in writing via letter or email giving not less than twelve months' notice to expire on an anniversary of this starting date.
4. The total service fee consists of a basic fee and a ewe headage fee. All charges payable to the Texel Sheep Society within 14 days of receipt by the applicant of the relevant invoice.
5. During the period of this Agreement the applicant shall:
  - Provide information to the Texel Sheep Society in accordance with the published protocols to enable the requirements of the service to be fulfilled. It is preferred that this information is supplied electronically however it can be submitted on paper providing the information is legible.
  - Arrange and pay for by separate agreement ultrasound scanning services with a Signet approved technician and to provide them with appropriate on-farm facilities (building, power, weighing equipment and disinfection facilities) to enable data to be collected for the evaluation services.
  - Arrange for CT scanning by separate arrangement with SRUC, (optional but highly recommended).
6. The applicant will receive from the Texel Sheep Society the services specified in the technical annex
7. The Texel Sheep Society will use data provided by the applicant or provided on behalf of the applicant by a third party to calculate Breeding Values (BV's) and to calculate various selection indices for all animals.
8. The Texel Sheep Society confirms that the intellectual property rights in the applicant's raw data belong to the applicant. The applicant agrees that all intellectual property rights in BV's and in all other data derived from the applicant's data will belong to Texel Sheep Society.
9. The Texel Sheep Society reserves the right in its sole discretion to publish BV's and other such derived data.
10. The applicant hereby gives express annual consent to the Texel Sheep Society publishing information identifying the applicant in relation to relevant BV's and other derived data and for the Texel Sheep Society to permit AHDB to publish such information (including contact details and animal information) at its discretion.
11. The applicant consents to the Texel Sheep Society providing contact details to AHDB Approved Technicians providing scanning services and to SRUC providing CT scanning services.
12. The Texel Sheep Society reserves the right to withhold all services until payment is received in full for invoices rendered.
13. This Agreement shall terminate forthwith if
  - either party goes into liquidation other than a voluntary liquidation for the purposes of amalgamation or reconstruction or has a receiver appointed of any of its assets or shall enter into any arrangements or compositions with creditors or takes or suffers similar action in consequence of debt,
  - or the applicant is in breach of any term of this Agreement.
14. The Texel Sheep Society shall give a minimum of 4 weeks' notice in writing of any change in the fee schedule.



15. The Texel Sheep Society will not be liable for any loss, damage or injury of any kind (whether or not due to negligence) arising from the provision of or use of any data, results, publication, information or advice provided, with the exception of fraud or the personal injury or death of any person arising from negligence of the Texel Sheep Society.
16. If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable the remaining terms and provisions of the Agreement shall remain in force and effect and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.
17. Where the Texel Sheep Society is prevented, hindered or delayed from carrying out the services because of *force majeure* it shall notify the applicant as quickly as possible without being liable for any loss suffered.
18. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.
19. The Texel Sheep Society and the applicant do not intend that any term of the Agreement shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.
20. An invoice for the service fee will be raised each July. If a member applies part way through the year an invoice will be raised as soon as the application is approved. Invoices for additional services will be raised as required based on the fees applicable at that time. VAT will be added at the appropriate rate.
21. Payments should be made to :  
Texel Sheep Society  
Royal Bank Of Scotland  
Sort Code :16-17-26  
Account Number: 11215512
22. AHDB is the Agriculture and Horticulture Development Board
  - Signet is part of AHDB, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL,

#### TECHNICAL ANNEXE

- i) The Texel Sheep Society will collaborate with the applicant to record
  - for breeding stock: ram and ewe identities, maiden ewe weights at mating, and identities of replacement and purchased stock, details for recipient or foster dams where appropriate.
  - for lambs at birth: genetic and recipient dam identity as applicable, date of lambing, number of lambs born, lamb identities, sex of lambs, birth weight, lambing ease scores, and sire of lambs recorded by applicant in accordance with the published protocols
  - for growing lambs: weights, dates of weigh, and sex according to the published protocols
- ii) The Texel Sheep Society will accept animal ultrasound and CT measurements measured by an Approved Technician, in accordance with the published protocols.
- iii) The Texel Sheep Society will provide an analysis service according to a published schedule, and provide reports to include recorded data, trait BV's and appropriate selection indices for lambs, shearling lambs, ewes and sires in the members pedigree Texel flock.
- iv) Where an animals' pedigree is in dispute the Texel Sheep Society version will be used for analysis unless genomic information is held when the genomic pedigree will be used for data analysis purposes.