

Sheep Genetics Subscription Terms and Conditions

1. Introduction

- 1.1 SHEEP GENETICS is a joint program of Meat & Livestock Australia Limited ABN 39 081 678 364 (MLA) and Australian Wool Innovation Limited ABN 12 095 165 558 (AWI) (together the **Operators**).
- 1.2 Sheep Genetics is a system for describing the genetic worth of animals used in the sheep industry, using the products LAMBPLAN and MERINOSELECT, and is based on the calculation of Australian Sheep Breeding Values (**ASBVs**) or Flock Breeding Values (**FBVs**). ASBVs and FBVs are calculated from raw data collected by breeders, accredited Sheep Genetics service providers, accredited live animal ultrasound scanners, fleece testing businesses and laboratories that report faecal egg counts using protocols developed by Nemesis (**CSIRO**). The calculation of ASBVs and FBVs may also incorporate genomic or DNA information from commercial genotyping laboratories. The Operators do not oversee or externally audit the collection of this data. ASBVs and FBVs only provide an estimate of animals' true genetic merit from that data supplied to the Sheep Genetics database.
- 1.3 To obtain full details of the capabilities of Sheep Genetics, the applicant specified in the subscription form (**Applicant**) should read the Sheep Genetics extension material available from the Operators (including the Business Plan and the Quality Assurance Procedures Manual) by contacting Sheep Genetics staff.
- 1.4 The information set out in the subscription form forms part of these terms and conditions.

2. Sheep Genetics reports

- 2.1 Sheep Genetics reports will be prepared by the Operators from pedigree, performance and genotype data supplied by the Applicant or their agent. Reports will be available from a secure web interface and sent by email or post to the Applicant within 15 days from the cut-off date of the analysis. The Applicant will be issued with a data receipt notice on receipt of its data by the Operators.
- 2.2 Because the Operators do not oversee or audit the collection of data, the Operators do not guarantee the accuracy of the information provided in Sheep Genetics reports. The Operators are responsible for the analysis process and for the accurate transfer of data into reporting formats post analysis.

3. Sheep Genetics logo and name

- 3.1 The Sheep Genetics logo, LAMBPLAN logo and MERINOSELECT logos (that appear directly beneath these terms) and the Sheep Genetics, LAMBPLAN and MERINOSELECT names can be used by the Applicant for the promotion and sale of sheep that have been evaluated by Sheep Genetics provided that the Applicant:
- complies with all instructions notified by the Operators regarding the use of the Sheep Genetics, LAMBPLAN and MERINOSELECT logos (**Logos**);
 - uses the Logos solely for the purpose of the promotion of the Applicant's breeding program or sale of sheep with ASBVs supplied by the Operators; and
 - does not use the LAMBPLAN or MERINOSELECT logos or names in respect of sheep which have only been issued with an FBV.

prominent position in any printed material that refers to an ASBV or FBV: "Sheep Genetics ASBVs and FBVs are calculated from raw data collected by breeders and accredited Sheep Genetics operators. Sheep Genetics (a joint MLA and AWI program) does not oversee or audit the collection of this data and MLA and AWI do not accept any responsibility for the accuracy of the information contained in this document."

3.2 The Applicant must not:

- represent in any way that it owns the Logos or is entitled to use the Logos other than as set out in this agreement;
- apply or seek to register the Logos as a trade mark in any country;
- attack or contest the property rights of the Operators in and to the Logos; or
- use any mark or logo that is substantially identical with or deceptively similar to the Logos.

3.3 The Applicant must ensure that references to Sheep Genetics, ASBVs and FBVs are accurate and do not mislead purchasers and potential purchasers of its sheep. The Applicant must ensure that any publication of ASBVs is accompanied by the accuracy value supplied by the Operators.

4. Information

- 4.1 The Applicant retains ownership of its data, including pedigree, phenotypic performance and calculated breeding values.
- 4.2 The Operators will ensure that all data supplied by the Applicant is dealt with in accordance with the minimum requirements set out in the Quality Assurance Procedures Manual.
- 4.3 The Applicant may elect to remove its data from the Sheep Genetics, on a whole flock basis, by giving notice to the Operators. The data will be removed within 180 days from receipt of the notice.
- 4.4 The Applicant will only receive an ASBV and relevant accuracy values for animals that are genetically linked and therefore can be reasonably compared across flock. For animals which fail to meet the minimum requirements, the Applicant will receive an FBV.

5. Use of information

- 5.1 The Applicant acknowledges that information submitted to Sheep Genetics forms an invaluable database for Sheep Genetics continuing development and research.
- 5.2 The Applicant agrees to allow the Operators to use and sub-licence data collected by it, Sheep Genetics service providers and other accredited operators as well as the calculated breeding values for:

- general development of Sheep Genetics, including genetic parameter estimation, fixed effects determination and industry standard indices;
- the genetic evaluation of animals;
- genetic trend development and producing reports;
- research and development projects undertaken in the field of sheep genetics; and
- provision of services to the industry. If the Applicant does not wish for its data and breeding values to be included in third party services, it must notify the Operators in writing or by logging on to its account and updating its preferences.

5.3 The Operators may publish ASBVs, FBVs and industry indexes of animals, such as indexes of animals that are eligible for trait leader summaries, from time to time in any of the Operators' publications or within breed trait leader summaries. Animals are not eligible for trait leader summaries if they are not within the 10% band that is desirable for a specific trait, as determined by the Operators from time to time.

5.4 The Operators will not publish information on the ASBVs, FBVs or indexes of animals:

- that are not eligible for trait leader summaries; or
- if the Applicant has notified the Operators in writing that it does not wish to have its animals listed in trait leader summaries.

5.5 The Applicant may elect to allow animals to be listed in the Sheep Genetics Web Search Database by electing option 2 or 3 on the subscription form, or notifying the Operators in writing.

5.6 The Operators will not publish information on the Sheep Genetics Web Search Database if the Applicant has elected option 1 for the Sheep Genetics Web Search Database.

5.7 The Operators may use the Applicant's name and specifically identify its sheep when it publishes Sheep Genetics publications from time to time unless the Applicant indicates on the subscription form that the Applicant does not consent to the Operators using its details or specifically identifying its sheep in any Sheep Genetics publications.

6. Indemnity

The Applicant indemnifies the Operators against all damages, losses, costs and expenses incurred by the Operators arising out of a breach of this agreement by the Applicant, except to the extent that such damages, losses, costs and expenses are caused by a breach of this agreement by the Operators.

7. Entire agreement

This form embodies the entire agreement between the Applicant and the Operators as to the terms of its subject matter. These terms may not be changed except for notification to the Applicant by the Operators in an "Important Notice".

8. Termination

If the Operators cease to operate Sheep Genetics or the Applicant breaches any provision of this agreement, the Operators may by notice to the Applicant terminate this agreement.

9. Privacy

The individual policies of the Operators do not apply to the collection, use or disclosure of personal information as set out in these terms and conditions and for Sheep Genetics purposes. Your personal information will be collected and handled in accordance with the Sheep Genetics Privacy Policy which can be found at www.sheepgenetics.org.au/Privacy-Policy. If you do not provide personal information requested, you may not be able to participate in Sheep Genetics. You are able to access your personal information held by Sheep Genetics, subject to certain legal exceptions. Sheep Genetics takes reasonable steps to make sure that the personal information Sheep Genetics collects, uses or discloses is accurate, complete and up-to-date and you may request that Sheep Genetics corrects incorrect personal information.

July 2016

Subscription Form



Thankyou for your interest in joining LAMBPLAN or MERINOSELECT. Once you have submitted this subscription form and it is processed you will be sent a new member package. This package includes a copy of the Sheep Genetics Breeders Quality Assurance (QA) Manual, a reports folder, and other relevant information. Further helpful information and documentation regarding your subscription and utilising ASBVs can be found on the website, we encourage you to visit the site regularly to stay up to date.

Please note payment of the annual subscription fee is required before the subscription can be finalised. The fee schedule of charges can be found on the Getting Started menu of the website www.sheepgenetics.org.au/getting-started.

To subscribe to Sheep Genetics please fill out your details clearly, select the services you require and forward this form with payment to the address listed overleaf.

COMPLETE YOUR DETAILS

Name of applicant:
(company/partnership/sole trader) _____

Contact name:
(if different from above) _____

Address: _____

State: _____

Postcode: _____

Phone: _____

Mobile: _____

Email (for accounts): _____

Email (for reports): _____

DATA MANAGER (OPTIONAL)

By nominating a data manager you are granting permission for this person to make changes to and have access to your data. A list of data managers is available from the Sheep Genetics website at www.sheepgenetics.org.au.

Nominated data manager: _____

SHEEP GENETICS

Sheep Genetics
Building W41a, The Short Run, UNE ARMIDALE NSW 2351
Telephone: 02 8055 1818 Fax: 02 8055 1850
Email: info@sheepgenetics.org.au
www.sheepgenetics.org.au



USE OF INFORMATION

Sheep Genetics maintains a web search database from its website www.sheepgenetics.org.au. The purpose of this database is to allow other ram breeders and commercial producers to find information on individual animals and studs. As the owner of your data, Sheep Genetics requires your consent to list your information on the website, trait leader summaries and elite listings.

Your data (including your contact details) will not be listed on the Sheep Genetics web search database unless you select option 2 or 3 below.

Animal search listing

I the undersigned request that the flock/s identified be included on the Sheep Genetics web animal database under option;

1. Do not wish to participate.
2. List current drop rams with pedigree, ASBVs and Indexes.
3. List whole flock pedigree, ASBVs and Indexes.

Contact details listing

I request that my contact details are/are not listed on the Sheep Genetics web search database. Please select your preferred option next to each flock.

LAMBPLAN OR MERINOSELECT ANNUAL SUBSCRIPTION

This subscription is for the first flock you are entering into Sheep Genetics. If you are entering less than 50 progeny per year you can select the Small Stud option.

Breed of sheep: _____

Flock number: _____

Stud name: _____

Small Stud

This is a small stud , therefore no annual subscription.

Animal Search Listing

Option 1 Option 2 Option 3

Contact Details Listing

Are listed Are not listed

ADDITIONAL STUD ANNUAL SUBSCRIPTION

This subscription is for each additional flock that you would like to enter into Sheep Genetics.

Breed of sheep: _____

Flock number: _____

Stud name: _____

Small Stud

This is a small stud , therefore no annual subscription.

Animal Search Listing

Option 1 Option 2 Option 3

Contact Details Listing

Are listed Are not listed

If you are entering more than two flocks please copy this form and attach.

TOTAL PAYABLE

\$

DATABASE CHARGES

When an animal is entered into the Sheep Genetics database with a billable measurement, it will attract a database charge. Database charges are only payable once per animal, meaning that it does not cost to enter multiple traits on individual animals. (Cull or commercial animals may be entered into the database free of charge, however these animals must be clearly identified in their 16 digit ID as a cull or commercial. You will not receive breeding values on these animals. Please refer to the QA Manual for instructions)

For prices please refer to the Sheep Genetics fee schedule.

All Sheep Genetics data charges are capped at 1250 animals per member per drop.

OPTIONAL ADD-ONS

Lambing Data Entry Book (Qty required)

(carbon copy book for recording pedigree and lambing data before entering into a computer).



PAYMENT (SUBSCRIPTION AND OPTIONAL ADD-ONS ONLY)

I would like to pay the total subscription fees of \$ _____

Payment By



Cheque (see below)



Visa



MasterCard

Credit Card Number:

Expiry Date (mm/yy):

/

ccv:

Cardholder Name: _____

Cardholder Signature: _____

Date: _____

Please make cheques payable to Sheep Genetics and forward with form to:

Sheep Genetics
Building W41a, The Short Run
UNE ARMIDALE NSW 2351

I have read and agree to comply with the Sheep Genetics terms and conditions overleaf. Sheep Genetics may refuse the application where the information contained in this application is incorrect or incomplete. In signing this application you acknowledge and understand that the personal information you provide will be collected and handled in accordance with the [Sheep Genetics Privacy Policy](http://www.sheepgenetics.org.au/Privacy-Policy), located at www.sheepgenetics.org.au/Privacy-Policy.

Signed by/on behalf of the applicant: _____

_____ (print name in full)

_____ (position of person signing)

_____ (date)