

## DNA-OC GENOMIC BREEDING VALUE & GENOTYPE CONTRACT

The undersigned assigns the Warmblood Studbook of Ireland (WSI) to engage the KWPN to perform a genomic profile, conduct the DNA-OC test, and estimate the OC breeding value of the horse/horses:

Horse Registration No.	Name of Horse	Hair in WSI or KWPN Archive?

The client gives permission for a hair sample from the WSI or KWPN archive to be used. In the event no hair sample is available from the WSI or KWPN archive a sample must accompany this contract.

The fee for the Genomic Breeding Value – OC test is as follows:

Number	Horse Type	Test Price	Admin Fee	Total
	Irish Warmblood Foal (test done at registration)	€307.50	€0	€307.50
	Older Horse	€307.50	€61.50	€369.00

The “Terms & Conditions for Genomic Breeding Values” apply, as do the rules and regulations of WSI. The client declares to have received a copy of the “Terms & Conditions for Genomic Breeding Values & Genotypes”, and agrees with them. The data obtained and collected in the context of the DNA-OC test is owned and managed by the KWPN; the data obtained under the DAFM Genomic Profile Scheme is owned and managed by WSI. The client receives the genomic breeding value or values for his or her own use.

The client agrees to pay the above amount for the DNA-OC Test by bank transfer or credit/debit card. Payments are not refundable. The second genotype, created under the DAFM Genomic Profile Scheme, is free of charge.

name:  
address:  
county:  
eircode:  
telephone:  
email:

**Date:**

**Signature:**

*Please return the completed contract by one of the following means:*

- Email (scanned): **admin@irish-warmblood.com**
- Post: **WSI, 14 Carrowgar, Ogonnelloe, Scariff, Co. Clare**
- WhatsApp (photo): **+353.87.222.9701**

<b>Payment:</b>	Please ensure your name accompanies the bank transfer.
<b>Bank:</b>	Bank of Ireland
<b>Account:</b>	Warmblood Studbook of Ireland
<b>BIC:</b>	bofiie2d
<b>IBAN:</b>	ie91bofi90441322533027

## **Terms & Conditions for Genomic Breeding Values & Genotypes**

### **Definitions**

1. WSI: Studbook Development Ireland Ltd trading as Warmblood Studbook of Ireland in Ogonnelloe at 14 Carrowgar, further to be referred to as WSI.
2. Client: the natural person or legal entity, or company, who/which is the owner or party registered with WSI, of/for a horse and with whom/which WSI has concluded an agreement, further to be referred to as the client.
3. Assignment: the assignment provided by the client to WSI to execute a DNA test of a horse.
4. Agreement: the agreement reached by the client and WSI.
5. DNA test: an investigation into the hereditary constitution of a horse for a specific characteristic on the basis of DNA material.
6. Genomic breeding value (GBV): the genomic breeding value provides a prediction of the potential of the horse for a specific characteristic on the basis of a DNA test and other information. The GBV is expressed in a number with regard to the average of a group of WSI and KWNP horses. Horses can be ranked according to potential for a specific characteristic on the basis of the GBV.
7. Reference population: a group of animals that serves as a frame of reference.
8. Reliability: the extent of the accuracy of the GBV. The reliability can vary from 0 to 100 percent.
9. Kinship: kinship between the horse to be tested and the reference population, calculated on the basis of at least four and a maximum of all available generations.

### **Applicability**

10. These general terms and conditions apply to the calculation of genomic breeding values on the basis of DNA tests.
11. These general terms and conditions apply to the agreement between the client and WSI.
12. Only breeders registering foals with WSI can enter into an agreement with WSI concerning the calculation of genomic breeding values on the basis of DNA tests.
13. The rules and regulations of WSI apply to the members and non-members.
14. Assignments provided to WSI exclusively engender an obligation to use best endeavours and not an obligation of result, unless it is otherwise evident from the agreement.
15. WSI also includes directors and employees of WSI and all persons working for it and on its behalf, who execute (parts of) the calculations or a DNA test, as instructed by WSI. WSI is responsible for the employees or persons engaged by it during the execution.
16. WSI has the right, without prior warning, to implement adjustments in these general terms and conditions for new assignments.
17. WSI has the right not to accept an assignment.

### **Objective**

18. The objective of a genomic breeding value on the basis of a DNA test is to acquire (at a young age) a prediction of the potential of the horse for specific characteristics.

## **Horses**

19. Horses must be sufficiently closely related to the reference population used in the analysis.
20. It is preferable if the parentage of the horses is verified, or can be verified based on the data available at KWPN; this is possible if one or both of the parents already have a verified genotype that is known by KWPN.
21. New verification of parentage is not a standard part of this assignment.
22. If the client requires new verification of parentage an additional assignment must be provided for this purpose.

## **DNA sample**

23. DNA samples will be collected in the form of hair (or blood) for the purpose of the calculation of the genomic breeding values on the basis of the DNA tests.
24. On request of the client, a DNA sample or genotype from the WSI or KWPN archive can be used, provided that this is held in stock. If this is not held in stock a hair sample will be taken by a WSI official or a veterinary surgeon. The client can personally provide a DNA sample to WSI, however this is exclusively with prior permission from WSI.
25. The DNA sample must meet the quality standards to be set out by KWPN.

## **Risk**

26. WSI and KWPN endeavour to ensure that the completeness, accuracy and up-to-dateness of the data made available to the client are as great as possible. KWPN takes measures for this purpose with regard to the entering and processing of data and quality control of data and databases.
27. The client is aware of the fact that the genomic breeding value for a specific characteristic of the horse can be estimated as lower than the client had previously thought or expected, and the client knows that the value of the horse may decrease following this and the client accepts this risk.
28. The client knows that a prediction of the potential of an animal can in general contain estimation errors. Therefore, the reliability of the genomic breeding value is provided in addition to the genomic breeding value itself.
29. In the animal breeding sector, including horse breeding, reliabilities of (genomic) breeding values of 30% (useable) up to 80% (high) are normal and accepted.
30. It can occur in exceptional cases that no useable result can be acquired. In that case no result can be provided to the client. It will be decided in consultation with the client whether a new investigation will be conducted.

## **Ownership**

31. The material that is collected and saved for the purpose of a DNA test will be the property of the KWPN, the owner of the DNA test.
32. The data that are acquired and collected in the context of the DNA test is the property of and will be managed by the KWPN to advance the development of WSI and KWPN.
33. The client will receive, for personal use, the genomic breeding value and the accompanying reliability for a specific characteristic of the individual horse concerned.
34. The client provides permission to WSI and the KWPN to record the acquired data in the horse register and to use this data in accordance with the objective of WSI under its rules and regulations and the KWPN under its articles of association, including the use for breeding, journalistic, historical, statistical, informational, and scientific purposes.

35. The data that is recorded during the execution of the DNA test will remain linked to the individual horse. This data will be managed and used by WSI and the KWPN for various breeding purposes, including breeding value estimate(s) and selection of horses.
36. All intellectual property rights to all material, data and databases, or knowledge and methods under development, or developed, pursuant to this agreement or otherwise, are exclusively vested in the KWPN.

### **Quality assurance**

37. The objective of the quality assurance is to establish whether the collected samples and data sufficiently meet the quality requirements so as to be recognised.
38. WSI and the KWPN have the option to inspect (have inspected) the parentage in the context of the quality assurance.
39. A new DNA sample must be collected if the collected DNA does not meet the quality requirements.
40. WSI and the KWPN engage expert laboratories.

### **Publication**

41. It ensues from the objectives of WSI and the KWPN that for the purpose of and related to the breeding, all horse data with the accompanying personal and company data can be provided and published, unless determined otherwise.
42. The genomic breeding values of Approved and Recognised stallions will be published so that the breeders can use this information when choosing a partner for their mare. The client provides express permission for this purpose to WSI and the KWPN by means of the assignment.
43. The genomic breeding values of mares and non-approved/non-acknowledged stallions may in the future be digitally accessible for the owner/registered party in MyWSI, and will be exclusively published after receipt of permission in writing from the client.
44. Publication can take place through the internet and/or in printed form.

### **Complaints**

45. WSI will fulfil its obligations with the required due care and expertise.
46. Complaints from the client regarding the manner in which WSI fulfils its obligations must be reported promptly after noticing, in writing, to WSI.
47. In the event of a complaint WSI will assess the complaint and if WSI finds the complaint justified WSI can either proceed with a new execution of the DNA test or with payment of compensation, except for when this liability is excluded: see **liability**.
48. The processing of a complaint does not suspend the payment obligation of the client.
49. WSI can request that an independent third party investigates the level of any damage.
50. If requested the client will make all information, that WSI or the third party to be appointed by WSI requires for the establishing of any damage, available to WSI or to the third party referred to, all this subject to forfeiture of the right to complain of the client.
51. Complaints regarding the mode of action of officials of WSI and KWPN fall under the appeals procedure in the WSI and KWPN rules and regulations, respectively.

### **Exclusion and limitation of liability of WSI**

52. WSI and KWPN can only be held liable for an attributable failure after WSI and KWPN have been given notice of default promptly, properly, and in a detailed manner concerning this. The latter includes inter alia a reasonable period in which to still be

able to fulfil the obligation. KWPN cannot be held liable for an attributable failure of WSI, and vice versa.

53. WSI and KWPN will not be liable for damage caused by the result of the DNA test and breeding value estimate.

## **Payment**

54. All prices are in Euro and exclude VAT unless stated otherwise.  
55. WSI retains the right to change the prices and rates.  
56. Payment must be made to WSI's bank account via bank transfer.  
57. The costs must be paid in advance (unless agreed otherwise) within the payment term set out without any reduction or setoff.  
58. Legislative changes to the VAT rate will be charged on to the client.  
59. The costs of the verification of parentage will be charged additionally.

## **Disputes and applicable law**

60. The legal relationships between WSI and the client are exclusively governed by Dutch law, reflecting the fact that KWPN owns the intellectual property underpinning the test.

## **Force majeure**

61. WSI will not be bound to the fulfilment of any obligation if this is not reasonably possible for WSI resulting from changes arisen, through no fault of WSI, in the circumstances existing at the entering into of the agreement.  
62. A failure on the part of WSI will not be at its expense and risk if this is the result of an infectious illness or government interventions.

## **Other**

63. The processing time depends on the delivery period of the DNA test and the capacity of the laboratory and the calculation time of the breeding values. The processing time can vary from a few weeks to several months.  
64. The client commits to register with WSI all foals out of tested mares.  
65. The client commits to submit covering certificates to WSI for all mares naturally covered by or inseminated with semen from a tested stallion.

## **DAFM-Funded Genotype Scheme: Contractual Conditions Imposed by Ireland's Department of Agriculture, Food and the Marine (DAFM)**

66. A portion of the hair sample will be used to in a DAFM-funded programme to create a genotype of your horse under the control of WSI. It is a condition of DAFM funding for its Genotype Scheme that WSI obtain a signed agreement from the horse owner (client) in relation to the provision of a sample for obtaining a genotype profile and the use of the data derived from this genotype profile.  
67. This agreement *"must permit the breed society*  
a. *to obtain Animal Data which the equine owner (as a Genomics Service user) either owns now, has previously owned or acquires in the future from various sources and to use such Animal Data in providing its services and carrying out its activities.*  
b. *to share this sample and the associated Animal Data with the organisation carrying out national breeding initiatives for the sport horse industry under contract with DAFM*  
c. *to obtain Animal Data from any source, including the equine owner, and using such Animal Data in any way and for any purpose it deems appropriate.*

- d. *to use or allow the usage of the Animal Data for research activities (including in the publication of any such research) and for providing its various services; and making the Animal Data publicly available and sharing or passing on the Animal Data to any third party it deems appropriate as part of their services it provides to industry including without limitation making the Animal Data available online on the breed society's website."*
68. DAFM also requires that *"(a)ll DNA profiles aided under this scheme must be made available to other DAFM recognised breed societies on request for use of parentage verification and shall not be limited to the current year of testing."*

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