

Agreement between ICAR and SLU regarding the Development and Delivery of Genetic Products and Services

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Agreement between ICAR and SLU

This agreement is entered into between the:

International Committee for Animal Recording, Arthur van Schendelstraat 650, 3511 MJ Utrecht, Netherlands, (Registration Number Chamber of Commerce 76641716) ("**ICAR**") and ;

Swedish University of Agricultural Sciences, Department of Animal Breeding and Genetics, Box 7023, S-75007 Uppsala, Sweden ("**SLU**").

DEFINITIONS

The phrase "**the Agreement**" refers to the agreement set forth herein and into by and between ICAR and SLU.

The phrase "**the Parties**" refers collectively to ICAR and SLU as the signatories to the Agreement.

"**Interbull Centre**" refers to the operating division of SLU which has been established to deliver Services

"**Interbull Steering Committee**" refers to the group of service user representatives that are nominated by service users and appointed by the ICAR Board. This committee is a permanent sub committee of ICAR and through its Terms of Reference approved by the ICAR Board (with input from SLU), it oversees the delivery of services.

"**Work Products**" refers to product of the Services, including intellectual property, methodology, software, and outputs of that software. For clarity, the source data supplied by national evaluation units is not considered a Work Product.

"**Interbeef**" refers to the Working Group of ICAR which oversees genetic evaluation work plans and related services for the beef community.

"**Services**" refers to genetic evaluation and related services provided by the Interbull Centre to national genetic evaluation units and related bodies.

"**Service Agreements**" refers to agreements between the Interbull Centre/SLU and each individual service user which cover the provision and use of data and services.

"**Terms of Reference**" (TOR) refers to a document establishing the relationship between, and roles of, 1) ICAR, 2) the governing body/ies of said service, and 3) Interbull Centre, as drafted by the Steering Committee with input from SLU and approved by the ICAR Board .

"**Rules of Procedure**" refers to the document describing the processes for all Interbull committees and Interbull Centre, and are approved by the Interbull Steering Committee, with input from SLU and Interbull Centre.

"**Codes of Practice**" refers to the documents which govern the participation in and the delivery of Interbull Centre services and are approved by the Interbull Steering Committee.

1. Purpose

ICAR's purpose and objectives are to promote the development and improvement of animal identification, performance recording and evaluation in farm animal production. SLU has the purpose and objectives to bring together technical experts in the areas of animal science, genetics, veterinary medicine, statistics and computer and data science to produce the work product and services related to bovine genetic evaluations. The parties together wish to provide genetic evaluation work products and related services to organizations as designated by ICAR

2. Background

This Agreement replaces the "Letter of Agreement" between ICAR and SLU of 15 May 1995.

- a. ICAR and SLU have agreed that the services provided by SLU shall be subject to and in accordance with the terms and conditions of this Agreement.

3. Objectives

The objectives of the Interbull Centre are to co-operate with ICAR members and other interested parties who participate in specific services that are delivered by the Interbull Centre.

- a. Details of such services are established in separate "Service Documentation", which will refer to this current document as the principal ICAR-SLU Agreement.
- b. The "Service Documentation" for the services, include the following:
 - i. Code of Practice – establishing the guidelines and standards for practical implementation and participation for ICAR designated organizations and the Interbull Centre;
 - ii. Service Agreements between the Interbull Centre and the Interbull Centre Service User – establishing the fees, services and service levels.
- c. Examples of current services (included for clarification) are:
 - i. INTERBULL for the delivery of evaluations and related services for dairy cattle breeds;
 - ii. INTERBEEF for the delivery of evaluations and related services for beef cattle breeds;
 - iii. GenoEx for facilitating the exchange of SNP genotypes among eligible service users.

4. Period of Validity and Termination

This Agreement will be effective as of the date that it is signed by all parties for the duration of 60 months but not later than 31 December 2025. Thereafter, this Agreement will be valid indefinitely but can be dissolved by either ICAR or SLU by providing written notice of no less than 24 months in advance or within a shorter time period if mutually agreed upon by SLU-Interbull Centre and ICAR.

5. Finances of the SLU-Interbull Centre

- a. The costs associated with the development and provision of regular services will be covered by:
 - i. Service fees charged to individual ICAR member designated genetic evaluation organisations participating in Interbull Centre activities according to the respective Service Agreements;
 - ii. Optional SLU Grants; and
 - iii. Optional other, external grants.
- b. All financial resources obtained by the Interbull Centre through the sources mentioned in Article 5a must be applied exclusively in covering the research, operational and investment costs approved by the INTERBULL Steering Committee and acting on the requests of the Interbeef Working Group.
 - i. *Each year the Interbull Steering Committee will set the proportion of Services fees to be used for operational costs or research/development costs.*
- c. In addition to the financial resources mentioned in Article 5a, the Interbull Centre may receive funds/grants from internal and external funding for the implementation of specific activities, which may or may not be specific to this agreement and parties such as:
 - i. Research grants;
 - ii. EURC grant;
 - iii. (Specific) SLU grants.
- d. All financial resources obtained by the Interbull Centre through the sources listed in Article 5c must be applied exclusively in covering the research, operational and investment costs as defined in the specific grant allocations.
- e. All financial resources received by the Interbull Centre from sources described in 5a and 5c shall be considered by SLU as being designated for use by the Interbull Centre for purposes described in the funding and Sections 5 a through d.

6. Access Rights/Ownership

Source Data, confidential information and service results are not to be shared with any party except the relevant service users with access rights as defined in Service Agreements. In the event that the Interbull Centre is legally compelled to disclose Source Data, confidential information or service results, the Interbull Centre must provide prompt written notice to the affected service users to enable appropriate remedies to be pursued.

The Interbull Centre has the full ownership of the Interbull Centre infrastructure, including hardware. In the event this Agreement is dissolved, the infrastructure ownership will remain within SLU.

In the event this Agreement is dissolved, all financial resources belonging to the Interbull Centre as described in 5a shall at termination be transferred to an ICAR designated destination for the purpose of maintaining delivery of Interbull Services or as otherwise agreed between the parties, while all financial resources belonging to the Interbull Centre as described in 5c shall remain with SLU. This financial resource transfer will occur within 90 days of the last activity of the Interbull Centre or as otherwise agreed. SLU will address any and all tax liabilities in the event of termination and transfer of any remaining financial resources.

ICAR maintains the right of access to the Work Products for the purpose of maintaining delivery of Interbull Services in the event this Agreement is dissolved. Upon this Agreement being dissolved, the Interbull Centre will co-operate in the orderly delivery of these Work Products and the source data to the ICAR designated organization which shall be an equivalent animal genetic evaluation centre. In the event of termination, ICAR agrees to abide by the terms of the Service Agreements between Service Users and the Interbull Centre when transferring these Work Products and Data. In the event of termination, SLU agrees not to create a service competing with the Work Products for a period not less than 60 months.

7. ICAR Role

In order to accomplish the purpose expressed in Article 1, the ICAR board agrees to:

- a. Recognise the services provided by the Interbull Centre as ICAR designated activities;
- b. Provide a mutually agreed annual licence to use the Interbull and Interbeef logos to the Interbull Centre as part of the delivery of services;
- c. Prepare and operate under mutually agreeable Terms of Reference (ToR) between ICAR and Interbull Centre including the Interbull Steering Committee;
- d. Delegate the duties of supervising specific services other than the INTERBULL (dairy) Services to appropriate bodies, under agreement with ICAR, and as identified in the specific "Service Documentation"; and
- e. Recognise additional roles of the Interbull Centre (such as its duties within a University, and its designation as an EU Reference Body/EU Reference Centre).

8. INTERBULL Steering Committee Role

In order to accomplish the purpose expressed in Article 1, the INTERBULL Steering Committee agrees to follow the mutually agreed ToR in effect at the time, which covers areas such as setting policies, strategic guidance, annual operating plans and budgets.

9. SLU, Department of Animal Breeding and Genetics Role

In order to accomplish the purpose expressed in Article 1, SLU, Department of Animal Breeding and Genetics, agrees to:

- a. Maintain a liability insurance policy or self-insured program covering the Work Products and services provided by the Interbull Centre;

- b. Provide the necessary infrastructure for the operation of the Interbull Centre;
- c. Employ sufficient staff to ensure that the Interbull Centre is capable to perform the tasks and activities required for carrying out its services, having regard to Interbull Centre revenue;
- d. Provide the necessary conditions for running the Interbull Centre;
- e. Pay the mutually agreed annual licence fee for the use of logos to ICAR as mentioned in Article 7 above.
- f. Delegate the role of signing (service) agreements to the Interbull Centre Director.

10. Interbull Centre Role

In order to accomplish the purpose expressed in Article 1, the Interbull Centre agrees to:

- a. Follow the guidance and advice of the INTERBULL Steering Committee;
- b. Implement the work plans and budgets approved by the INTERBULL Steering Committee, including those for and on behalf of the appropriate organisations for specific services other than the INTERBULL (dairy) service;
- c. Establish individual Service Agreements with each organisation using Interbull Centre services;
- d. Act according to the service-specific Agreements or Terms of References;
- e. Adopt the procedures and methods described in the service-specific Codes of Practice;
- f. Maintain up-to-date service documentation, in collaboration with the INTERBULL Steering Committee and other relevant bodies;
- g. Act according to the Rules of Procedure for Interbull Committees, as agreed between the Steering Committee, the Interbull Centre and SLU.
- h. Interact with other sections of the Department of Animal Breeding and Genetics and share the department's vision "Improved use of animal genetic resources".

11. Disclaimer of Liability

The specific agreements (contracts) on services and data exchange with ICAR designated service user organisations and SLU will always include a paragraph stating the following:

"The information contained in reports, listings of international evaluations, and other documents issued by the Interbull Centre are the result of statistical analyses of data provided by co-operating organisations. Accuracy and applicability of all calculations are contingent upon the data supplied being correct in all respects. INTERBULL and SLU make no warranty in this regard. INTERBULL and its Steering Committee, and SLU and its employees, agents, and advisors make no warranty of any kind regarding the accuracy of the information contained in these documents and the results that may be experienced by anyone utilising the information."

12. Dispute Resolution

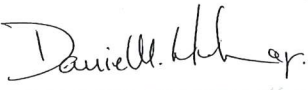
The terms of this Agreement shall be interpreted under Swedish Law.

This contract is subject to the regulation of Swedish law. Any and all disputes that may arise in connection with this contract, including its validity, interpretation, execution and/or termination shall be resolved in Stockholm by the Stockholm Chamber of Commerce (SCC) under its Rules for Expedited Arbitration. The arbitration procedure will be held in English.

Before entering formal arbitration procedures, the parties agree to use their best endeavours to settle a dispute, including by issuing a formal notice of breach followed by a period of 30 days where the relevant party must correct the breach before moving to Expedited Arbitration.

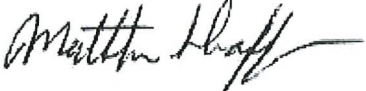
Signatures

Signed in 6 originals

Signed on (date) _____ by  Digitally signed by Daniel Lefebvre
Date: 2020.12.22 22:48:01 -05'00'
Daniel Lefebvre, ICAR President

Signed on (date) _____ by **Martin Burke** Digitally signed by Martin Burke
Date: 2020.12.22 15:35:43 Z
Martin Burke, ICAR CE

Signed on (date) _____ by _____
**Rauni Niskanen, SLU, Dean at the Faculty of
Veterinary Medicine and Animal Science**

Signed on (date) 22/12/2020 by 
**Matthew Shaffer, Chair of the INTERBULL Steering
Committee**

Signed on (date) 22/12 2020 by 
**Lotta Rydhmer, SLU, Head of Department of Animal
Breeding and Genetics**

Signed on (date) 22/12/2020 by 
Antonius Roozen, Interbull Centre Director

Signature page

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