

**SERVICE CONTRACT**

**Between**

<CUSTOMER>, at <ADDRESS>;

<ICAR MEMBER>, at <ADDRESS>; and

INTERBULL CENTRE, Department of Animal Breeding and Genetics, Swedish University of Agricultural Science (SLU), at PO Box 7023, 750 07 Uppsala, Sweden.

**Article 1**

The purpose of this contract is to establish the terms for service provision of international genomic evaluation for the Brown Swiss breed.

**Article 2**

The <CUSTOMER> is the legal representative of the Brown Swiss breeders within <COUNTRY> having the power to decide about usage of performance, pedigree and genomic data of all sorts on behalf of these breeders.

The <ICAR MEMBER> is the organization that holds the status of full member at the International Committee for Animal Recording (ICAR) that represents the <CUSTOMER> before ICAR.

The INTERBULL CENTRE is the operational unit of Interbull currently providing routine computations of international genetic evaluations of dairy bulls, under the responsibility of the ICAR Sub-Committee Interbull and its Steering Committee. The INTERBULL CENTRE is hosted by the Swedish University of Agricultural Sciences (SLU), Uppsala, Sweden, and operates according to a contract between ICAR and SLU under Swedish law.

**Article 3**

The service contract is for a continuous period, commencing at the date the contract is signed by all parties.

**Article 4**

As part of the ICAR Sub-Committee Interbull activities, services described herein will be overseen by the Interbull Steering Committee.

**Article 5**

Scientific and technical direction for the project will be overseen by the Interbull Technical Committee, which will provide technical recommendations to the Interbull Steering Committee.

**Article 6**

In order to accomplish the purpose expressed in Article 1, the <CUSTOMER> agrees to: INTERBULL

* supply genotypes of at least all genotyped bulls older than 12 months to the INTERBULL CENTRE,
* provide complete pedigrees of all genotyped animals to the INTERBULL CENTRE,
* participate regularly in the Interbull international genetic evaluations using linear multiple-trait across country (MACE) methodologies,
* follow the publication rules established by participating organizations, given that these rules are in agreement with the Interbull general publication principles and the general agreement among the participating organizations,
* provide technical expertise to monitor methods used and results generated within the realm of this contract,
* pay the respective service fees as established on Appendix I and
* provide access to genotypes as defined by the group of organizations participating in the international genomic evaluations which are the subject of this contract.

**Article 7**

The <ICAR MEMBER> recognizes the service provision described herein as an official ICAR activity.

**Article 8**

The INTERBULL CENTRE agrees to provide the following services:

* maintain an international genotype database for the Brown Swiss breed,
* carry out the international genomic evaluations for the Brown Swiss breed,
* provide technical support to the <CUSTOMER> related to the activities described herein, and
* deliver to the <CUSTOMER> the results of the genomic evaluation:
  + single-nucleotide polymorphism (SNP) effects,
  + direct genomic values (DGV),
  + genomic breeding values (GEBV),
  + model validation data and results, and
  + descriptive statistics of the estimates

**Article 9**

Services of genomic evaluation covered by this agreement must follow the procedures described in the Interbull Code of Practice.

**Article 10**

<CUSTOMER> and INTERBULL CENTRE have the right to terminate this agreement within 1 year of receipt of notice from the other party. This right of termination is not valid before December 31 2014 The INTERBULL CENTRE shall have the right to terminate the Agreement or withhold performance of services pursuant to this Agreement in the event that <CUSTOMER> is delinquent in payment by more than thirty (30) days.

**Article 11**

Access to the genomic data provided by the <CUSTOMER> will be granted exclusively to INTERBULL CENTRE staff with the objective of accomplishing the objective from the present agreement, expressed on Article 1. Unless explicitly authorized by the group of organizations participating in the international genomic evaluations, the INTERBULL CENTRE is not allowed to provide any individual or organization access to the data to which this agreement refers to. Under no circumstances will results on individual animals, herds or genotypes be made available for use by any of the contractors or external organizations for any purposes without advance written authority from the organization providing the data in the first instance.

When investigations demanded by the service users are carried out, research results obtained by the INTERBULL CENTRE or any other research collaborator using data supplied by the <CUSTOMER> may be published only after approval has been granted by the <CUSTOMER>.

In case of termination of the Agreement, the genotypes already provided by the <CUSTOMER> remain in the database of Interbull and may be used for the international genomic evaluation for the Brown Swiss breed. Article 11 remains valid even if the agreement is terminated by the <CUSTOMER>.

**Article 12**

Any dispute under this agreement which the parties cannot resolve by negotiations shall be resolved by arbitration according to Swedish Arbitration law (“lag 1992:145 om skiljeman”). The terms of this agreement shall be interpreted under Swedish Law.

Signed in 3 originals

Signed on (date) ; by **<NAME> Legal representative of <CUSTOMER>**

Signed on (date) ; by **<NAME> Legal representative of <ICAR MEMBER>**

Signed on (date) ; by **<NAME> INTERBULL CENTRE Director**

Appendix I – Service fees for the international genomic evaluation for the Brown Swiss breed provided by the Interbull Centre

**Table 1 -** Strata and respective fee per 1000 cows.

|  |  |  |  |
| --- | --- | --- | --- |
| **Minimum** | **Maximum** | **Fee per 1000 cows** | **Cumulative per stratum** |
| 1 | 50000 | 50 € | 2500 € |
| 50001 | 100000 | 20 € | 3500 € |
| 100001 | 200000 | 10 € | 4500 € |
| 200001 |  | 5 € |  |

**Table 2 -** Service fees per country composed by a fixed base (€2500) plus a variable part related to the size of the cow population.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Number of cowsa** | **Base** | **Variable partb** | **Base+Variable** |
| **FRA** | 17430 | 2 500.00 € | 871.50 € | **3 371.50 €** |
| **SVN** | 11200 | 2 500.00 € | 560.00 € | **3 060.00 €** |
| **USA** | 17765 | 2 500.00 € | 888.25 € | **3 388.25 €** |
| **ITA** | 98204 | 2 500.00 € | 3 464.08 € | **5 964.08 €** |
| **CHE** | 175629 | 2 500.00 € | 4 256.29 € | **6 756.29 €** |
| **DEA** | 226377 | 2 500.00 € | 4 631.89 € | **7 131.89 €** |
| **Total** | **546605** | **15 000.00 €** | **14 672.01 €** | **29 672.01 €** |

a Number of cows in 2011. This value must be updated annually. b Based on Table 1.