

***The Angus Society of Australia***

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A company Limited by Guarantee  
ABN 56 000 574 210



**Member Agreement for DNA Testing**

**Member Name:**..... (The Member)

**Herd Identifier:**.....

**Terms and Conditions:**

Angus Australia (AA) has established a third party service provider for the DNA testing of samples provided by the Member (the Samples).

The Member wishes to undertake the DNA services arranged by AA and in doing so AA and the Member agree to comply with the following Terms and Conditions.

1. AA acknowledges and agrees that the Member retains all Intellectual Property rights in the Samples and the results of the analysis of the Samples (Created Material).
2. The Member agrees to provide Samples for analyses to AA and authorizes AA to receive and check incoming Samples against their AA Animal Identifiers.
3. AA will, as the Member's agent, deliver the Samples to a third party service provider for processing and analysis.
4. Following the analysis the Member authorises AA to receive the test results electronically, record them in AA's database and list them on the AA website and incorporate the results in EBVs as this technology becomes available.
5. The Member agrees that AA shall arrange for the storage the Samples following analysis by the third party service provider.
6. The Member agrees to pay the DNA Testing fees charged by AA and listed in AA publications from time to time and acknowledges that:
  - (a) AA will determine the most cost-effective testing options on the Members behalf,
  - (b) the DNA fingerprinting and parent verification option will be dependant on whether the dam has a DNA fingerprint on file with AA,
  - (c) animals whose samples have been submitted for DNA fingerprinting which have been born after 2002 will be automatically parent verified to the parent(s) registered with AA for that animal and with DNA fingerprints on file with AA, and
  - (d) animals whose samples have been submitted for DNA fingerprinting which were born prior to 2003 which require to be parent verified must have that requirement indicated by the Member.

7. The Member acknowledges that AA has not made any and hereby excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose in respect of analysis and testing of the Samples or the Created Material. To the full extent permitted by the laws of the Commonwealth of Australia or of any State or Territory of Australia having jurisdiction, any conditions or warranties imposed by such legislation are hereby excluded. Insofar as liability under or pursuant to such legislation may not be excluded, such liability is limited at the exclusive option of AA to;
  - (a) the re-supply of the testing; or
  - (b) the re-payment of the fees paid by the Member for the performance of the testing.
  
8. Without limiting the generality of the clause 7, AA or any third party with whom AA has any agreement concerning the Samples will not be liable for any consequential, special, indirect liability, loss, damage, cost or expense (including, without limitation, any loss of profit, loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue or profits, economic loss of any kind and loss of goodwill) suffered by the Member in connection with this Agreement or the tests and related services provided in connection with it.

Please sign below to confirm your agreement to the above Terms and Conditions.

**SIGNED** for and on behalf of the Member:

**Authorised Signature:**.....

**Name** (print):..... **Date:**.....

In addition, please advise of your decision regarding the use of your Samples and test results for research and development by circling your required response and signing below. Note, if no indication of your decision is provided below, we will take it that you agree to Clause 9.

9. The Member agrees that AA may arrange for the Samples and test results to be used by a third party service provider for research and development for the benefit of the breed. AA will negotiate the commercialisation of such research and development for the benefit of all members.

*YES I agree with clause 9*      Or      *NO I do not agree with clause 9*

**SIGNED** for and on behalf of the Member:

**Authorised Signature:**.....

**Name** (print):..... **Date:**.....