Certification standard for Certified Data Provider – Nominator for Genetic Testing for Cattle for the Dairy Industry Good Animal Database

('CDP Nominator genetic testing')

Contents

Log of Amendments

Standard issued by NZAEL Board the 7 day of May 2024, Version 30 April 2024

Amendment	Effective date	Version	Method of Authorisation

Summary of amendments[1]:

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[1] The type of change – substantive or non-substantive is provided with a description of the details for each approved amendment.

1. Introduction

This standard defines the requirements a person or organisation[2] shall meet to become a Certified Data Provider – Nominator for genetic testing ('CDP') for submitting animal samples to a Certified Genotype Provider for genetic testing for the Dairy Industry Good Animal Database (DIGAD). CDP assists the client with sample submission forms for samples to be analysed through their nominated DNA testing (genetic testing) laboratories (i.e. Certified Genotype Data Provider). The CDP may also submit samples for their client as part of providing additional services.

The Certification Process for becoming a CDP is also included in this document.

The DNA information available from genetic testing of dairy cattle has at least four applications:

- parentage verification;
- parentage or pedigree discovery;
- genotype data or profile – used for genomic predictions in animal evaluations (dams and sires) and characterising inbreeding and relatedness and for breeding programmes; and
- management of genetic conditions and/or qualitative traits (genetic variants).

In practice, dairy producers undertake DNA or genetic testing of their animals for a combination of these reasons.

This standard is to ensure the CDP has the required procedures, processes, knowledge and skills of genetic testing and the Certified Genotype Data Providers so farmers and others contracting genetic tests are confident the results are compatible with DIGAD Database requirements, and that the data will be acceptable for Animal Evaluation.

The Certification Process for becoming a CDP is also included in this document.

> Note – A Certified Genotype Provider can be approved to provide a service as a Certified Data Provider – Nominator for Genetic Testing. See the Certification Standard for Certified Data Provider – Nominator for Genetic Testing for Animals for the Dairy Industry Good Animal Database

2. Purpose of this Standard

This standard defines the expectations of professional practice for CDPs. The purpose of this standard is to provide confidence that CDPs conduct their work in a manner consistent with this standard and DIGAD data standards. It also ensures data management follows an approved process compatible with the functionality of DIGAD so data are eligible for inclusion in animal evaluation.

3. Scope

This standard defines the requirements for CDPs and the responsibilities for CDPs supplying services for the approved fields of activity for genetic testing.

CDPs are required to:

- utilise animal durable codes (see Terms and Definitions), accessed from the manager of DIGAD, so animal samples for genetic testing and metadata can be linked to the correct animal;
- validate the samples and the sample submission sheet for completeness;
- assist their clients to resolve any data anomalies that prevent an animal's data from being submitted or analysed by the Certified Genotype Data Provider; and
- if required, submit the samples and sample submission sheet to the client's nominated laboratory (i.e. Certified Genotype Data Provider).

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[2] A Certified Genotype Data Provider may also be approved to be Certified Data Provider – Nominator for genetic testing

This standard also includes:

- The processes required to deliver the services, including reporting, complaints and appeals.
- The ongoing requirements CDPs are required to meet to retain their certified status, and recertification requirements.
- The contractual obligations between CDPs and:
  - their clients,
  - the Certification Body, and
  - NZAEL (the Manager of NZAEL).

4. Terms and Definitions

Throughout this standard specific words are used which have particular meanings within the scheme, as follows:

Animal durable code	The animal durable key with the suffix 'DK' left padded with 0's to make 12 digits, e.g. DK000012345678
Animal durable key	The primary unique animal identification assigned to each animal when it is enrolled with DIGAD. The Animal Durable Key is a lifetime identification that persists regardless of change to other mandatory or optional identifiers.
Approved fields of activity	The data fields that the Certified Data Provider has been certified to access and supply to DIGAD.
Certification Body	The auditing organisation appointed by the NZAEL Board to audit and certify individuals and organisations as Herd Record Providers and Certified Data Providers to NZAEL.
Certified Data Provider (CDP)	Individuals or organisations that are certified by the approved Certification Body as meeting the appropriate standard for the supply of non-regulated data or information to NZAEL. Each farmer (i.e. participant) can contract multiple Certified Data Providers.
Cow	A female dairy animal that has had at least one calf and is used for dairy production.
DairyNZ Limited (DairyNZ)	The industry organisation that is funded by a dairy farmer levy to represent all New Zealand dairy farmers.
Dairy Industry Good Animal Database (DIGAD)	A database containing ancestry and performance data for every recorded dairy cow in New Zealand. This database is intended to contain all the data required for AE. DIGAD contains the core database and other data fields.
DIGAD Data standards	The standards developed under the oversight of the DIGAD Data standards Committee. The standards set out the requirements for DIGAD Data Providers to be certified by the Certification Body.
Genetic test data	The genetic test results and associated metadata.
Herd Record Provider (HRP)	A DIGAD Data Provider certified by the approved Certification Body as meeting the appropriate standard for the supply of data or information to NZAEL. An HRP is contracted by a farmer to enrol animals, manage animal movements, and animal termination in DIGAD on behalf of the farmer. Each farmer (i.e. participant) can only contact one Herd Record Provider.

New Zealand Animal Evaluation Ltd (NZAEL)	The organisation that develops and delivers the technologies that publish the independent evaluation of all dairy animals using the Breeding Worth (BW) index.

5. General Scheme Requirements for Certified Data Provider Submitting Genetic Test Data for Animal Evaluation for Animals

To be certified as able to provide services as a CDP, an individual or organisation shall have met all of this standard's requirements and those in the 'DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing for the Dairy Industry Good Animal Database ('Genetic testing standard'). These standards identify the criteria that verify competencies, systems, processes and practices have been effectively met.

These standards may be updated as required by the DIGAD Data standards Committee.

6. Structure of this Standard

This standard sets out the:

- requirements to provide confidence that CDPs are conducting their activities in a manner consistent with this standard and Genetic testing standard (Clause 7),
- the application process (Clause 8 and Appendix 1), and
- the contracts required to apply and act as a Certified Data Provider (Clause 7.7 and Appendices 1 - 3).

7. General Requirements for Certified Data Providers – Nominators for Genetic Testing of Animals

7.1. Ensuring competence

CDP assisting clients to submit animal samples for genetic test results for AE for animals shall:

- Possess (own, lease, outsource or have access to) appropriate computer hardware, software and programmes for the functions and duties they are seeking accreditation for. These include computer hardware and software capable of accessing the required data fields from DIGAD within the timeframes agreed with the NZAEL Manager.
- Have the following policies and procedures:
  - o Document and contract management.
  - o IT security and privacy.
  - o Internal audit and quality management systems.
  - o Process to notify their client when animal data required for the sample submission sheets is not recorded in DIGAD or uploading genetic results to DIGAD fails.
    Note: CDPs should resolve any data failures within 15 working days of the error occurring. If the issue remains unresolved after this period they shall notify the NZAEL Manager and indicate a date by when the issue is likely to be resolved. When possible, intermediate steps will be agreed to rectify the data issues.
  - o System back-up and recovery procedures.
  - o Measures to ensure record security and confidentiality.
- Ensure they have sufficient staff, whether employed or contracted, and that their staff have the skills and experience to perform the functions and duties required of them. This includes ensuring:
  - o there are documented standard operating procedures for providing the services;
  - o each person providing the service has been trained and is competent in applying the standard operating procedures, using the software and programmes required to deliver the service.
    Note: records of each person's training, are to be kept while they are employed.

- Be able to demonstrate competence by successfully uploading a test set of samples for the CDP's 'field of activity' which meet NZAEL and the Certified Genotype Data Provider(s) data submission requirements before they will be approved for full certification.
- Ensure that the CDP nominator has the demonstrated a working knowledge of the relevant documents identified in this standard and the sample submission requirements as appropriate to the application.
- Demonstrate the applicant has established a working relationship with one or more Certified Genotype Data Providers or are themselves a Certified Genotype Data Provider.

7.2. CDP advice to client

The CDP shall provide advice to their client on:

- the options available for analysing tissue or other samples using the clients preferred Certified Genotype Data Provider and its approved analyses suitable for the sample collected by the client;
- tips for correct packaging and transporting of samples to the nominated Certified Genotype Data Provider;
- completing documents to enable sample submission to the Certified Genotype Data Provider for analyses, including any importation documentation where required;
- the process for genetic test results being submitted to DIGAD;
- the success rate of the animal identifier matching with the animal durable key in DIGAD;
- the success rate of the sample analyses completed and data uploaded to DIGAD;
- when necessary, they should assist their clients to identify options for resolving samples that could not be analysed, or to help remedy the issued if data uploads fail; and
- the use of the genetic test results in genomic AE and the data's application to parentage

7.3. Provision of services to the client

Data shall be submitted electronically, in the format specified for the approved field of activity, with the associated metadata. The format files are specific for each Certified Genotype Data Provider and include the NZAEL data requirements for DIGAD.

Note - the CDP may offer a service to their client to undertake any part of coordinating the submission of samples for genetic testing. The contract and cost for the service shall be agreed between the CDP and their client. The CDP shall indemnify NZAEL and DairyNZ against any claims.

7.4. Safeguarding impartiality

The CDP shall have policies and processes that ensure that commercial, financial, or other pressures do not compromise the impartiality of decisions. The impartiality processes shall identify risks to impartiality (including those that arise from their own activities or from organisational or personnel relationships) and shall identify how those risks are managed.

Where a CDP has a pre-existing working relationship with a Certified Genotype Data Provider, this relationship should be disclosed to the Certification Body at the time of application.

The CDP will disclose any potential conflicts to the Certification Body at the time of application.

7.5. Complaints or appeals

A complaint or appeal is any matter (act, omission or decision) where a client expresses dissatisfaction with a service, regardless of the extent of that dissatisfaction, the seriousness of the matter, or whether it is considered to be justified or not.

CDPs are required to have a system for managing complaints or appeals that has processes to:

- receive, acknowledge, evaluate, and make decisions on complaints and appeals;
- gather all necessary information to progress the complaint or appeal;
- resolve complaints or appeals;

- ensure decisions are made free of conflict of interest or bias; and
- give formal notice of the outcome of the complaint or appeal review.

CDPs should maintain a register of client complaints or appeals that summarises:

- the date the complaint or appeal was received,
- the nature of the complaint or appeal,
- who made the compliant or appeal,
- who managed the complaint or appeal,
- how the compliant or appeal was resolved, and
- the date the complaint or appeal was resolved.

The CDP may have their own complaints process or they may use the template complaint form and complaint procedure. Email complaints to Support.NZAEL@DairyNZ.co.nz .

7.6. Management requirements

All documents associated with the CDP shall be version controlled including any name changes. Controlled versions shall be retained for a period of three years after the document has been updated.

7.7. Contractual requirements

CDPs shall have written agreements with the Certification Body, NZAEL and their clients.

Contracts shall be retained for a period of three years after the contract terminates. The contracts shall also be available to an auditor if requested.

7.7.1. Contract with the Certification Body

CDPs are required to have a written agreement with the Certification Body:

a) as part of the application process,
b) to agree to the terms and conditions for monitoring and maintaining certification when certified (see Appendix 1).

The CDP application form includes the contract terms and conditions between the applicant and the Certification Body. These terms and conditions also apply when an applicant becomes certified and applicants agree to them when they sign the application form.

Applicants who wish to vary the terms and conditions shall contact the Certification Body to agree a variance. The agreed variance shall be included in the application form with the accompanying evidence of agreement.

7.7.2. Contract with NZAEL

CDPs are required to enter a data-sharing agreement with NZAEL. For the certification process to begin the NZAEL data-sharing agreement (see Appendix 2) shall be signed and submitted with the applicant's application form. The NZAEL data-sharing agreement only becomes effective from the date of CDP certification.

Applicants who wish to vary the terms and conditions of the data-sharing agreement shall contact NZAEL to agree a variance. The applicant shall share a signed copy of the agreed revised data-sharing agreement with NZAEL.

7.7.3. Contract with CDP clients.

CDPs are required to have a written contract with their client(s). The contract shall include clauses that:

- Hold the CDP, NZAEL and DairyNZ harmless for all activities undertaken on their behalf as a CDP.
- Authorise data access and supply.
- Identify that data ownership is retained by the client when they are submitted to DIGAD but the client gives permission:

- o for them to be used for animal evaluation and research into future traits for animal evaluation; and
- o the date of the genetic test and the parentage (if assigned), and the official indicator code will be available to the client's HRP for inclusion in the client's animal records; and
- o for parentage results, to be included in a three-generation pedigree ('3GP') report by NZAEL, if they are available as part of the genetic test data. The 3GP report may include quality marks indicating compliance of the data with the DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing for the Dairy Industry Good Animal Database.

- A disclaimer indemnifying NZAEL. The disclaimer shall be included on any client report where certification status is noted or implied (see Appendix 2: NZAEL DIGAD Data Supply and Access Agreement for the specific clauses).

Note – Appendix 3 provides an example of a contract that could be used with a CDPs contract with client.

8. Applications for Certified Data Provider

8.1. Application process

CDP applications for Certified Data Provider – Nominator for genetic testing shall be submitted to the designated Certification Body on the appropriate application form (please email Support.NZAEL@DairyNZ.co.nz) and accompanied by the prescribed certification fee identified on the application form. The Certification Body shall carry out an initial certification audit within 60 working days of receiving the application.

8.2. Application review

When the Certification Body receives a CDP application it will be reviewed to ensure that: the information submitted is sufficient to complete the certification process, any apparent gaps in the applicant's understanding are resolved, and the Certification Body has all the information needed to conduct the assessment.

The Certification Body will conduct an introductory online consultation with the applicant to provide an overview of the process and introduce the applicant to the certification process and documentation. At the conclusion of the interview the applicant can decide whether to continue with the certification process or withdraw. If the applicant withdraws, they shall confirm their withdrawal from the certification process in writing and will receive a 50% refund on the 20th of the month following the receipt of the written notification.

8.3. Provisional certification

A provisional certification is issued after the successful completion of the certification process. Once the Certified Genotype Data Provider confirms that they have successfully received samples and the associated sample submission sheet, and the results from the genetic testing have been successfully uploaded to DIGAD using the animal durable code a full certification certificate will be issued.

8.4. Term of certification

The Certification Body may issue a 'Short Term Certification' or 'Full Certification' (see below) depending on the demonstrated competency of the applicant. This is based on the information provided, or gathered, during the certification process.

8.4.1. Short Term Certification

'Short Term Certification' up to one year at which time the CDP may receive 'Full Certification' based on the:

- completeness and quality of sample submission process to the Certified Genotype Data Provider; and
- successful submission of genetic test data to DIGAD using the animal durable code; and

- completeness and quality of the documentation required by the Certification Body.

8.4.2. Full Certification

A CDP receiving Full Certification will retain it provided that:

- the sample submission process is high quality and sample, or data anomalies are addressed in a timely manner; and
- data are routinely submitted to DIGAD using the animal durable code; and
- any areas of improvement are actioned and the improvements are achieved; and
- the documentation required by the Certification Body is maintained and any requests for documents to be updated are completed; and
- the annual warranty checklist is completed and submitted to the Certification Body, and no areas of concern arise from the submitted document.

8.5. The quality of data submitted to DIGAD

NZAEL can assess the quality of data submitted to DIGAD. This assessment may include the:

- completeness of data supplied to the Certified Genotype Data Provider,
- timeliness of supply, and
- timeliness for resolving any data anomalies.

If there are areas that need improvement NZAEL will contact the CDP to discuss them. They will also monitor the data submitted for improvement.

Where NZAEL determines that data would not be of suitable quality to be eligible for animal evaluation and the CDP is unable to improve the data quality within the agreed timeframe, or within 6 months of the notification, NZAEL can advise the CDP that it will be recommending that the CDP's certification status is discontinued. It will simultaneously advise the Certification Body.

8.6. Completeness and quality of the documentation for the Certification Body

The Certification Body's requirements for CDPs to update and maintain documents will be provided as part of the certification process. A CDP's continued certification is conditional on the CDP meeting these requirements. In addition, the CDP will be required to complete an annual warranty checklist.

In the event that documentation is not maintained, or the annual warranty checklist not provided then the processes for termination or suspension will be initiated.

9. Termination, Suspension or Withdrawal of Certification

- When certified entities request the suspension or withdrawal of their certification, it shall be suspended or withdrawn, and the CDP register will be updated.
- When it is apparent that, after having been given reasonable directions and time to do so, a certified entity fails to correct non-conformities against the certification standard their certification shall be withdrawn in 90 days from the date of notification, unless otherwise agreed in writing or the unresolved issues are rectified before the termination date.

In the event that the certification status is terminated the CDP can only regain certification by applying for certification and being successful in attaining certification.

- If a certified entity makes incorrect, misleading, or unauthorised references to their certification or uses their certification in such a manner as to bring the animal evaluation or DIGAD data standards, NZAEL, DairyNZ, or the Certification Body into disrepute then the procedures to be followed are:
  - When it is apparent that, after having been given reasonable directions and time to do so, a certified entity fails to correct incorrect or misleading references to their certification, then their certification shall be withdrawn.

- When a certified entity has their certification withdrawn, the Certification Body Programme Manager will notify the NZAEL Manager.

10. Register of Certified Data Providers Submitting Genetic Test Data for Animal Evaluation for animals

A publicly available Register of Certified Data Provider – Nominator(s) for genetic testing data for animals for AE will be maintained and will show the:

- name of each CDP, their approved fields of activity and status (i.e. Provisional Certification or Full Certification);
- contact person, address and telephone number of each CDP;
- issue date of the list; and
- name and address of the Certification Body.

A copy of the register for Certified Data Providers – Nominator(s) for genetic testing for animals for AE and their approved fields of activity can be found by contacting Support.NZAEL@DairyNZ.co.nz .

Should the validity of the register be challenged, NZAEL will verify or correct the register within ten working days.

11. Relevant Documents

Other documents relevant to this standard include:

- DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing to the Dairy Industry Good Animal Database.
- Templates and documents that may assist with the certification process, which will be updated periodically. Contact Support@NZAEL@DairyNZ.co.nz .
- Flow diagrams of the application and certification process (see HERE) and the certification review process. Contact Support@NZAEL@DairyNZ.co.nz .

12. NZAEL Logo Use

CDPs may use the NZAEL logo, provided by NZAEL, on information. They shall provide NZAEL with an example of the proposed use of the logo. NZAEL will confirm the use, or discuss and agree on an alternative option within 15 working days. The information associated with the NZAEL logo, and the NZAEL logo, shall not be used in a misleading manner.

NZAEL reserves the right to request the logo be removed from use by the CDP at NZAEL's sole discretion.

13. Continuous Improvement

NZAEL has a strong focus on continuously improving the certification schemes under its control. Recommendations for improvements to any of the certification schemes may be submitted to NZAEL at any time of the year. Contact Support.NZAEL@DairyNZ.co.nz .

Appendix 1: Application to Become a Certified Data Provider - Nominator for Genetic Testing for Animal Evaluation for Animals to DIGAD

This form is to be used by individuals or organisations who seek to become a Certified Data Provider – Nominator for genetic testing for Animal Evaluation for animals to DIGAD. The form should be sent to:

The DIGAD Data standards Certification Body

<mark>Name</mark>

<mark>Address</mark>

An application fee of $1,000 (plus GST) applies to the certification for Certified Data Provider – Nominator for genetic testing for Animal Evaluation for animals to DIGAD and shall be reviewed and updated annually aligned using CPI as guidance. Should the applicant decide to withdraw from the certification process 50% of the certification fee is refundable. The applicant may choose to be assessed simultaneously for additional applications to be a Certified Data Provider for other Certification standards. These cost for the additional fields of activity will be negotiated with the Certification Body.

Name:		
Postal Address:		
Physical Address:		
Phone Number:		
Email Address:		
Other Contacts:		
Application is for the identified fields of activity	☐	Certified Data Provider – Nominator for genetic testing for Animal Evaluation for animals for the Dairy Industry Good Animal Database
	☐	Request other applications for Certification to be included in the certification process: (Please indicate the additional fields of activity below).
Contractual Requirements	☐	I accept the Terms and Conditions for the provision of services of the Certification Body
	☐	I have signed the NZAEL DIGAD Data Supply and Access Agreement (Appendix 2).
	☐	I agree to the contractual obligations for a client (Clause 7.7.3) or (Appendix 3) or both.

I agree that upon being granted certification as a Certified Data Provider – Nominator for genetic testing for Animals for the Dairy Industry Good Animal Database, (name of individual or organisation):

- I will conform to the relevant sections associated with the standard DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing for the Dairy Industry Good Animal Database and the Certification standard for Certified Data Provider – Nominator for Genetic Testing for Animals for the Dairy Industry Good Animal Database
- I will ensure a representative has a robust understanding of the relevant documents associated with the standard.
- I will allow reasonable access by the appointed Auditor.
- I will advise the Auditor of any name changes or changes in contact details.

I agree that if certification is withdrawn or lapses then all mention of the Certification standard for Certified Data Provider – Nominator for Genetic Testing for Animals for the Dairy Industry Good Animal Database will

cease and all logos associated with the certification will be removed from all documentation, websites and digital media.

………………………………..………… ….……………………………………………… …………………

(Signature) (Name) (Date)

Terms and Conditions for the Provision of Services

Between the Applicant and the Certification Body (Name)

This agreement is between the Applicant (the organisation signing the application form); and

the Certification Body.

1. **Provision of Services for Certification by the Certification Body and Payments**

    1.1. The Certification Body agrees to provide services to:

    - Assess the suitability of the Applicant to be a Certified Data Provider for New Zealand Animal Evaluation Limited (NZAEL) for the fields of activity included in the application, and to provide data to the Dairy Industry Good Animal Database (DIGAD) if successful.
    - Carry out on-going auditing to enable the Applicant to retain certification, if agreed by the Applicant at the time of certification.

    1.2. The Certification Body will outline the certification process to the Applicant. They will indicate when the Applicant shall need to make a decision to proceed with the application or withdraw from the process. If the Applicant decides to proceed with the certification process the application fee is non-refundable. If the Applicant decides to withdraw from the certification process the Certification Body will refund 50% of the application fee to the Applicant.

    1.3. If required, the Certification Body will provide the Applicant with information about the evaluation procedures and processes at pre-agreed points in, and at the end of, the certification process. The Certification Body will include any special conditions or information required for certification to be approved and the required timeframes for the Applicant to provide the information.

The Applicant agrees to pay the Certification Body the agreed fees for continuing certification, if the applicant agrees to this provision of service if the certification is successful, and if fees for continuing certification are applicable. The fees will be agreed at the time of certification with the Certification Body, as applicable.

2. **Agreement between Both Parties (Certification Body and Applicant)**

Both parties will agree to the following conditions:

    2.1. Access requirements

    - to inspection/audit history (where documented), including internal audits;
    - to the site (in a safe manner);
    - to key personnel, as required;
    - to information, documentation, and any other items as may reasonably be requested to complete the certification, or for a thorough audit within the agreed timeframes;
    - to observe the proposed services when data are being collected;
    - by NZAEL to all records concerning them held by the Certification Body (if the Applicant gains certification);

- to the site by IANZ or JAS-ANZ auditors for the purpose of witness audit activity, if appropriate, and if selected.

2.2. Ownership of all information provided by either party will remain with that party.

3. Use of Logos/Reports/Certificates

- Under no circumstances will the IANZ or JAS-ANZ logos be used on any information by the Applicant in relation to this application or the outcome of the process.
- Any use of the Certification Body's logo and/or associated statements in communication media shall be approved by the Certification Body in writing.
- The Applicant agrees that they will not use any certificates, logos, or reports in a misleading manner, or in a manner which may bring the Certification Body into disrepute.
- The Applicant agrees that if their certification status is withdrawn the Applicant will cease to use the Certification Body's logo from the date the certification is withdrawn, and that the logo will be removed from all their documentation and publications, including websites.

4. Conflicts of Interest

The Certification Body will not allow any staff member to conduct services for the Applicant where there is the potential for conflict of interest.

If the Applicant is aware of this potential they should inform the Certification Body to ensure the integrity of the service. Where the Certification Body is aware of this potential they will declare it to the Applicant and appropriate measures will be taken to eliminate or minimise this risk.

5. Findings of the Assessment

The findings of any assessment will be derived from the best information available at the time and will not be altered unless further verifiable information is provided by the Applicant. In this instance, the original findings will be recorded along with the amended version and the reason for the amendment.

6. Complaints, Appeals, and Disputes

The Certification Body has procedures for managing complaints, appeals, and disputes brought against the actions or decisions of Certified Data Providers. These are available to the Applicant at their request.

7. Confidentiality

The Certification Body's employees will not disclose to any person any information about audit findings, standard operating, training procedures, or trade secrets obtained as a result of service delivery, unless authorised to do so in writing, except where the law requires this information to be disclosed.

Access to information and results will be limited to the Applicant, NZAEL (if certification is successful), and any nominated service provider. This would normally include the auditor/s involved or Certification Body Programme Manager or both.

Any of the Certification Body's Materials (see section 10) used are to be kept confidential by the Applicant.

8. Liability and Indemnity

The Certified Data Provider will indemnify NZAEL and DairyNZ Limited against all losses, costs, expenses, liabilities, claims, proceedings, or demands suffered or incurred by or threatened, made, or brought, whether successfully or otherwise, against NZAEL and DairyNZ Limited arising from a breach of this Agreement by the Provider or the negligent supply by the Certified Data Provider of data into DIGAD.

9. Warranties

The Applicant warrants that they have the legal right and capacity to enter into this agreement, and that entering into the agreement does not and will not constitute a breach of any obligation (statutory, legal, contractual, fiduciary, or otherwise) or default under any agreement or undertaking by which it is bound, nor constitute a conflict of duties or interests.

10. Materials

10.1. The Certification Body will make the documents required for certification ('Materials') available to the Applicant.

10.2. All Materials provided by the Certification Body to the Applicant remain the property of the Certification Body.

10.3. The Applicant will use the Materials solely for the purposes of certification or retaining certification or both, and not for any other purposes.

10.4. Any data, information or intellectual property developed by the Applicant arising from any use of the Materials will be deemed to be held by the Applicant in trust for the Certification Body and the Applicant shall keep all such data, information or intellectual property strictly confidential.

10.5. If the Applicant uses the Materials for any purposes other than the agreed purpose, then without prejudice to any other rights or remedies available to the Certification Body the Applicant shall, at their own cost:

- immediately return all of the Materials (with the exception of any consumables already used) to the Certification Body upon receipt of a written demand to do so; and
- immediately disclose all data, information or intellectual property arising from use of the Materials to the Certification Body and do everything else reasonably required by the Certification Body to transfer legal and beneficial ownership of those items to the Certification Body.

11. Termination

11.1. If the Certification Body, in its sole discretion, is no longer able to provide certification assessments it may cancel this Agreement by giving the Applicant a written cancellation notice. The Certification Body will return the application fee in its entirety.

11.2. The Certification Body may cancel this agreement immediately by written notice if the Applicant:

a) fails to pay any fees associated with this Agreement;
b) commits a breach of this Agreement that is material or cannot be remedied;
c) has a potential or actual conflict of interest that is not acceptable to the Certification Body (in its absolute discretion);
d) commits an act of dishonesty or theft;
e) brings the Certification Body into disrepute (in the Certification Body's reasonable opinion);
f) commits an act of bankruptcy, makes an assignment or composition with its creditors, or becomes liable to be placed in liquidation.

In the event the Certification Body cancels this Agreement for the non-payment of fees only, and not for any of the clauses 11.2 b) to f) (above) the Applicant will retain their certification for one year from the date of cancelation and will then need to reapply to renew their certification. NZAEL will be advised, and the Applicant's certification status will be updated on the NZAEL website.

In the event the Certification Body cancels this Agreement for any of the clauses 11.2 b) to f) (above) the Applicant will lose their certification. NZAEL will be advised, and the Applicant's certification status will be updated on the NZAEL website.

In the event of termination all the Certification Body's Materials, including any copies of Materials, are to be returned to the Certification Body

11.3. The Applicant's obligations under clauses 2.1, 3, 7, 8, 9, and any other clause which is intended to survive termination or expiry of this agreement, will remain in force after this Agreement ends as a result of cancellation or otherwise.

12. General

12.1. This Agreement is governed by New Zealand law.

12.2. Nothing in this Agreement shall create a partnership or agency between the parties except as expressly provided.

12.3. This Agreement comes into effect upon the Applicant signing the application form and paying the application fee. In accordance with the Contract & Commercial Law Act 2017, the Agreement may be signed electronically. Counterpart signature pages may be delivered by email or other means of electronic transmission. The signatory is responsible for safeguarding their authentication credentials and the management of their authorised electronic signature delegations.

Appendix 2: NZAEL DIGAD Data Supply and Access Agreement

Terms and Conditions for the DIGAD Data Sharing Agreement
Between the Certified Data Provider (the Organisation Signing the Application Form) and
New Zealand Animal Evaluation Limited (NZAEL) and DairyNZ Limited

Parties:

Operator -Name	**New Zealand Animal Evaluation Limited (NZAEL) and DairyNZ Limited (DairyNZ)**
Short Name	DairyNZ and/or NZAEL and/or Operator
Notice Details	Corner Ruakura and Morrinsville Roads, Newstead, Private Bag 3221, Hamilton 3240
Contact	CEO DairyNZ
Certified Data Provider – Name	[insert the name of the organisation on the application form]
Short Name	Provider
Notice Details	[insert contact details of the organisation on the application form]

Background

A. DairyNZ Limited has custody, and is responsible for the operation, of the Dairy Industry Good Animal Database ('DIGAD') and animal evaluation.
B. The Provider wishes to contribute Data ('Contributed Data') to DIGAD and to access Core Data and Non-Core Data from DIGAD.
C. The Provider has completed an application for Certification as a Certified Data Provider for approved fields of activity.
D. The parties have agreed that such contributions and access will occur subject to, and in accordance with, this Agreement.

Agreed Terms

1. Defined Terms and Interpretation

    1.1. Defined terms

In this Agreement:

Animal Evaluation means the calculation of the genetic merit of dairy cattle (sires and cows) (so as to reflect the National Breeding Objective as promulgated by NZAEL from time to time) as operated by DairyNZ Limited from time to time.

Business Day means a day that is not a Saturday, Sunday, or a public holiday in New Zealand.

Certified Data Provider (CDP) for the purposes of this Agreement, is a person, or entity, certified by the approved Certification Body for DairyNZ Limited, to be a provider of Contributed Data directly to DIGAD.

Contributed Data means the data and the approved fields of activity supplied by the Provider for which they hold a current certification as a Certified Data Provider.

Core Data means the data in or required by the Dairy Industry Restructuring Act 2001 to be contributed to the Core Database and any additional data pursuant to any amendment to the Act or the Herd Testing Regulations.

Core Database is defined by the meaning given to that term by the Dairy Industry Restructuring Act 2001.

CDP Data Interface Specification means the current version for the time being of the document produced by NZAEL which can be found at [insert URL or similar] and which outlines the technical specifications and

requirements to be met by Certified Data Providers when supplying data, including Operating Data, to DIGAD as amended by NZAEL from time to time.

DIGAD means the Dairy Industry Good Animal Database established by DairyNZ Limited for the purpose of:

storing Core Data and Non-Core Data to:
   a) encourage herd performance recording;
   b) encourage genetic and performance improvement of the national herd and its members;
   c) enable research into the genetic and phenotypic performance of the national herd and its members;
   d) enable the execution and development of animal evaluation;
   e) enable Certified Data Providers to access Core Data and Non-Core Data; and
   f) for the benefit of all New Zealand dairy farmers.

Development of AE means, in respect of the Core Data and Non-Core Data contributed by the Provider, that the data may be used by the Operator in order to develop, modify, or improve animal evaluation.

DIGAD Data standards means the current version for the time being of the document approved for publishing by the NZAEL Board which can be found at [insert URL or similar] as amended by NZAEL from time to time.

Effective Date means the date on which the approved Certification Body for DairyNZ Limited confirms to the Provider that it has certified the Provider as a Certified Data Provider.

Force Majeure Event means in respect of a party, an event or circumstance beyond that party's reasonable control and not arising from the fault or insolvency of that party. The following are included as events or circumstances beyond a party's reasonable control:

   a) an act of God;
   b) an earthquake, flood, fire, storm or adverse weather conditions, or natural events for which provision could not reasonably have been made;
   c) an interruption to or failure of any utility services, or unpredictable delays which could not reasonably be prevented in delivery of the materials, equipment or services necessary for compliance by the party with an obligation under this Agreement;
   d) sabotage, riot, civil disturbance, explosion, terrorist acts, insurrection, epidemic, national emergency (whether in fact or law) or act of war (whether declared or not);
   e) an act or omission of any national governmental body not directly or indirectly arising from any act or omission by that party, its agents, representatives, or advisers;
   f) governmental restraint, sanction, expropriation, prohibition, intervention, direction or embargo; and
   g) a strike, lockout, work stoppage or other labour hindrance.

Industry Good Research means research that would be of general benefit to the New Zealand dairy industry.

Non-Core Data means data other than Core Data in the context of accessing data from DIGAD.

Operator means DairyNZ Limited and NZAEL.

Routine Operation of AE means, in respect of data contributed to DIGAD by the Provider, that the data may be used by the Operator in order to carry out animal evaluation, to resolve queries, publish results, and to produce animal evaluation statistics of an aggregated nature.

   1.2. Interpretation

In this Agreement, unless the context otherwise requires:

   a) the singular includes the plural and vice versa and a gender includes other genders;
   b) a reference to a clause or schedule or appendix is to a clause in or schedule or appendix to this Agreement;
   c) any agreement, representation, warranty, or indemnity given by DairyNZ Limited and NZAEL as the Operator binds them jointly and severally;
   d) any agreement, representation, warranty, or indemnity given in favour of DairyNZ Limited and NZAEL as the Operator is for the benefit of them jointly and severally;

e) a reference to a document or instrument, includes the document or instrument as novated, altered, supplemented or replaced from time to time;

f) a reference to a party to this Agreement, and a reference to a party to a document, includes the party's executors, administrators, successors, and permitted assigns and substitutes;

g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them;

i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions; and

j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

1.3. Headings

Headings are for ease of reference only and do not affect interpretation.

2. Provision and Use of Data

2.1. The Provider will ensure that when contributing Contributed Data to DIGAD they will comply with the DIGAD Data standards in accordance with the Certified Data Provider standard and the approved fields of activity for the Provider.

2.2. The Provider will ensure animal samples are submitted using the sample submission sheet for each Certified Genotype Data Provider. These sample submission sheets include the agreed data requirements for the Certified Genotype Data Provider and NZAEL data requirements for DIGAD.

2.3. From the Effective Date, the Provider is permitted to contribute data to DIGAD that are permitted as approved fields of activity in accordance with the Provider's Certification ("Contributed Data).

2.4. NZAEL will supply the Provider with data from DIGAD to which the Provider is entitled, as set out in the Certified Data Provider standard relevant to the Provider's Certification.

2.5. The Operator may make use of the data contributed to DIGAD by the Provider under this Agreement for the purposes of:

a) routine operation of animal evaluation,
b) development of animal evaluation,
c) industry good research,
d) dairy industry statistics, and
e) provision of a three-generation pedigree ('3GP') report by NZAEL.

3. Obligations and Warranties of DairyNZ Ltd and NZAEL

3.1. DairyNZ Ltd and NZAEL each warrant and undertake that:

a) They will not disclose or use, or allow to be disclosed or used, Contributed Data contributed to DIGAD by the Provider except:
   i. in accordance with the terms of this Agreement;
   ii. where expressly permitted or required by law; or
   iii. in accordance with the data provisions as set out in the Certified Data Provider standards for which the Provider holds current certification, or any other agreements entered into in writing between the parties from time to time.

b) Unless it is permitted by law, this Agreement, or any other agreements entered into in writing between the parties from time to time, they will hold (or cause to be held) Contributed Data in strict confidence in accordance with clause 9 and with sufficient security protections against any unauthorised access or processing.

c) They will retain the Contributed Data and all copies of the Contributed Data in their control.

4. Obligations and Warranties of the Provider

4.1. The Provider is required to:

a) Access the animal durable code from the manager of DIGAD so that genetic test data and metadata are linked to the correct animal.
b) Assist their client to resolve data anomalies that prevent the data for their animals being analysed or uploaded to DIGAD. This includes advice on enrolling animals in DIGAD and/or assisting with providing advice to remedy failed data uploads if the Provider receives data from clients.
c) Validate sample submission sheets for completeness for submitting animal samples to the Certified Genotype Data Provider for genetic analyses. The Provider shall:
    i. ensure the approved sample submission sheet is used for submitting animal samples to a Certified Genotype Data Provider. The sample submission sheets include the agreed data requirements for the Certified Genotype Data Provider and NZAEL data requirements for DIGAD (which may be updated from time-to-time following consultation with the Providers).
    ii. Resolve any data failures within 15 Business Days of the error occurring. Where the issue remains unresolved they shall notify the NZAEL Manager and provide a date by when the issue is reasonably likely to be resolved, if within the Providers control. Where possible, intermediate steps will be agreed to rectify the data issues.
d) Ensure that they have sufficient staff, whether employed or contracted, and that their staff have the skills and experience to perform the functions and duties required of them. This includes:
    i. ensuring there are documented standard operating procedures for the services provided to their clients.
    ii. each person providing the service has been trained and is competent in applying the standard operating procedures, using the software and programmes required to deliver the service, and submitting the data to the Certified Genotype Data Provider. Note: records of each person's training are to be kept while they are employed.

 4.2. The Provider warrants and undertakes that:

a) They have the capacity and authority to supply the data referred to in clause 2.
b) Their collection and processing of Contributed Data complies with the DIGAD Data standards as applicable to their certification as a Provider and approved fields of activity.
c) They hold a written contract with each client that includes the following:
    i. The client will indemnify NZAEL, DairyNZ, and the Provider against all losses, costs, expenses, liabilities, claims, proceedings, or demands suffered or incurred by or threatened, made, or brought, whether successfully or otherwise, against those parties arising from a breach by the client.
    ii. Authorises data access and supply by:
        • Authorising the Certified Genotype Data Provider to submit data to DIGAD on behalf of the client, including participant, farm and animal identifiers, together with metadata and the results from the genetic testing necessary to accurately store and enable the processing of data for animal evaluation.
    iii. Ownership of the data are retained by the client, when submitted to DIGAD.
    iv. The client gives permission for the data submitted to DIGAD to be used for animal evaluation, research into future traits for animal evaluation, and the date of the genetic testing and the parentage of the animal if assigned to be provided to the client's Herd Record Provider for inclusion in the client's animal records.
    v. The client gives permission for parentage results, to be included in a 3GP report by NZAEL, if they are available as part of the genetic test data. The 3GP report may include quality marks which indicate compliance of the data with the DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing for the Dairy Industry Good Animal Database.

d) A disclaimer indemnifying NZAEL shall be included on any client report where certification status is noted or implied as follows:

Introduction to Disclaimer

(Insert name of Certified Genotype Data Provider) is recognised as a Provider having been independently assessed as competent to provide services in accordance with the Scheme

Requirements for Certification standard for Certified Data Provider – Nominator for Genetic Testing for Animals for the Dairy Industry Good Animal Database for Animal Evaluation for animals to DIGAD.

Disclaimer:

While all reasonable endeavours have been made to ensure the accuracy of the information contained in this Report, the reporting (Report) of the genetic testing results is not a warranty or confirmation that the results allocated to the animal identified shall meet any requirements of the client either at the date of the issue of the Report or in the future. To the maximum extent permitted by law, any condition or warranty that would otherwise be implied into these terms and conditions is hereby excluded.

The named Provider, DairyNZ, and NZAEL do not accept responsibility for any loss or damage (whether direct, indirect, consequential, or other), however caused (including through negligence), which you (the Client) may directly or indirectly suffer in connection with your use of this Report, and expressly disclaims any and all liabilities contingent or otherwise that may arise from any such loss arising out of your use of, or reliance on information contained in, or accessed through this Report. You agree that the above exclusions of liability confer a benefit on the entities or persons listed above and are enforceable by each of them in accordance with the Contracts Commercial Law Act 2017.

e) The Provider will retain client contracts for a period of three years after the contract terminates. The contracts shall be made available to an auditor if requested.

4.3. Nothing in clause 4.1 amounts to a warranty by the Provider that the Contributed Data are capable of being processed by DairyNZ Limited, or the computer equipment of any of DairyNZ Limited's agents, consultants, or contractors.

5. Data Quality and Certification

The quality of data submitted to DIGAD can be assessed by NZAEL. The assessment may include:

a) The completeness of the request for data provided to DIGAD,
b) the completeness of the information supplied to the Certified Genotype Data Provider,
c) the timeliness of supply, and
d) timeliness for resolving any data anomalies.

Where there are areas for improvement NZAEL will contact the Provider to discuss them. NZAEL will monitor the data requests for improvement. Where NZAEL determines that the sample submission sheets would have resulted in data not of suitable quality to be eligible for animal evaluation, and the Provider is unable to improve the quality of the sample submission sheets within the agreed timeframes, or within 6 months of the notification, NZAEL can advise the Provider that it will be recommending that the Provider's certification status is discontinued. It will simultaneously advise the Certification Body.

6. Use of Logo/Reports/Certificates

- The Provider may use the NZAEL logo on information as an NZAEL Certified Data Provider.
- The logo will be provided by NZAEL.
- The Provider shall provide an example of the proposed use of the NZAEL logo. NZAEL will confirm the use, or discuss and agree on an alternative option within 15 Business Days in writing. The information associated with the NZAEL logo, and the NZAEL logo shall not be used in a misleading manner or in a manner which may bring NZAEL or DairyNZ Limited into disrepute.
- The Provider agrees that if their certification status is withdrawn they will cease to use the NZAEL logo from the date the certification is withdrawn, and that the logo will be removed from all its documentation and publications, including websites.
- NZAEL reserves the right to request the logo be removed from use by the Provider at its sole discretion.

7. Limitation of Liability

7.1. NZAEL and DairyNZ Limited will not be liable to the Provider (whether in contract, tort (including negligence), under statute, at common law, in equity, or otherwise) for any indirect or consequential

loss or damage or for any loss of profits, revenue, business, or opportunity arising directly or indirectly in connection with or out of this Agreement.

7.2. The liability of NZAEL, and DairyNZ Limited to the Provider in respect of all Claims is limited to $1 in total.

7.3. "Claims" means any claim, action, or proceedings (whether in contract, tort (including negligence), under statute, at common law, in equity, or otherwise) which the Provider may have or take against NZAEL or DairyNZ Limited and which arises directly or indirectly in connection with or out of this Agreement.

7.4. The Provider will indemnify NZAEL and DairyNZ Limited against all losses, costs, expenses, liabilities, claims, proceedings, or demands suffered or incurred by or threatened, made, or brought, whether successfully or otherwise, against NZAEL and DairyNZ Limited arising from a breach of this Agreement by the Provider or the negligent supply by the Provider of data into DIGAD.

8. Intellectual Property

8.1. All of the Provider's intellectual property rights and other proprietary rights in Contributed Data supplied by the Provider shall remain with the Provider or their client.

8.2. All of the Operator's intellectual property rights and other proprietary rights in data supplied by the Operator to the Provider under this Agreement shall remain with the Operator.

9. Confidential Information

9.1. If any party or any of its employees, agents, subcontractors or advisers (Information Receiver) receives Confidential Information supplied by or relating to another party (Discloser), the Information Receiver shall, unless this Agreement provides otherwise, keep the same confidential and not disclose it without express prior consent of the Discloser to any person other than its officers, employees and agents or, in the case of the Operator, the Operator's contractors.

9.2. The obligations of confidentiality set out in clause 9 shall not extend to Confidential Information acquired by the Information Receiver which:

a) at the time of its acquisition was in, or at a later date has come into, the public domain, other than through a breach of clause 9.1;
b) it knew prior to first disclosure to it by the Discloser; or
c) it received independently from a third party with the full right to disclose; or
d) is required to be disclosed by law.

9.3. For the purposes of this clause 9, "Confidential Information" means all information of a confidential nature disclosed (whether in writing or otherwise and whether directly or indirectly) by Discloser to Information Receiver, whether before or after the Effective Date, including any Core Data, Non-Core Data and Operating Data and any information relating to the Discloser's operations, processes, plans or intentions, intellectual property rights, market opportunities and business affairs.

10. Term

10.1. This Agreement shall commence on the Effective Date, providing all of the parties have signed the agreement. This Agreement shall continue until terminated in accordance with clauses 10.2 or 10.3

10.2. The Provider may terminate this Agreement immediately by notice in writing to DairyNZ Limited and NZAEL if:

a) DairyNZ Limited ceases permanently to be responsible for the DIGAD Database and the operation of animal evaluation.
b) DairyNZ Limited and NZAEL go into liquidation (voluntary or otherwise), other than for the purposes of a solvent re-construction.
c) In that event, the Provider ceases the contribution of data to DIGAD, pursuant to clause 2, and the Operator may continue to deal with the data already contributed by the Provider to DIGAD in accordance with clause 2.

10.3. DairyNZ Limited and/or NZAEL may terminate this agreement by notice in writing to the Provider if:

a) The Provider's certification status is terminated in accordance with the Certification standard for Certified Data Provider – Nominator for Genetic Testing for Animals for the Dairy Industry Good Animal Database.
b) The Provider becomes insolvent or, if a company, has a liquidator or receiver appointed.
c) The Provider breaches their obligations under this agreement and does not remedy that breach within 20 working days' of receiving a notice specifying the breach from DairyNZ Limited and/or NZAEL.

10.4. Termination of this Agreement shall not affect a party's accrued rights and obligations as at the date of termination. Any obligation which is intended to apply following termination of this Agreement will continue to apply following such termination.

11. Suspension or Termination of Specific Rights and Obligations

11.1. The rights and obligations of the parties, as set out in clause 2, will terminate in part with immediate effect and without the need for any further action in respect of the contribution by the Provider of Contributed Data and the use by the Operator of that Contributed Data, if DairyNZ Limited ceases permanently to be responsible for:

a) the operation of animal evaluation, whether pursuant to legislation, regulation or otherwise, but remains responsible for the Core Database; or
b) the Core Database but remains responsible for the operation of animal evaluation.

11.2. Where clause 11.1 applies, the Provider shall cease the contribution of Contributed Data to DIGAD pursuant to clause 2 but the Operator may continue to deal with the data already contributed by the Provider to DIGAD in accordance with clause 2.

11.3. If the Provider breaches their obligations under this Agreement, then the Operator may give notice of such breach to the Provider. If the breach is not remedied within 15 Business Days of such notice being given then without prejudice to the Operator's other rights and remedies, the Operator may by notice in writing to the Provider withhold data which the Operator is obligated to supply to the Provider under this Agreement until such time as the breach has been remedied. For the avoidance of doubt, nothing in this clause limits or affects the Provider's obligation to continue to supply data to DIGAD in accordance with clause 2.

12. Force Majeure

12.1. No party is to be considered in breach of this Agreement for any failure or delay in complying with any obligation imposed on it under this Agreement if:

a) the failure or delay arises from a Force Majeure Event;
b) that party, on becoming aware of the Force Majeure Event, promptly notifies the other parties advising them of the nature and expected duration of, and the obligation affected by, the Force Majeure Event; and
c) that party uses its best endeavours:
    i. to mitigate the effects of the Force Majeure Event on that party's obligations under this Agreement; and
    ii. to perform that party's obligations under this Agreement despite the Force Majeure Event.

13. Dispute Resolution

13.1. If any dispute arises in respect of, or in connection with, this Agreement (including the validity, breach, or termination of it), the parties shall use all reasonable endeavours to resolve the dispute but failing that, and without prejudice to any other right or entitlement that any party may have, the parties shall explore whether the dispute can be resolved by agreement using informal dispute resolution techniques such as negotiation, mediation, independent expert approval, or any other alternative dispute resolution technique. The rules governing any such technique adopted shall be agreed between the parties or as selected by LEADR New Zealand Inc.

14. Notices and Other Communications

14.1. A notice, demand, consent, approval, or communication under this Agreement (Notice) shall be:

a) in writing, in English, and signed by a person duly authorised by the sender; and

b) hand delivered, or sent by prepaid post or email to the recipient's address for Notices specified in the Notice details set out on page 15 above, as varied by any Notice given by the recipient to the sender.

14.2. A Notice given in accordance with clause 14.1 takes effect when taken to be received (or at a later time specified in it). It is taken to be received if:

a) hand delivered, on delivery;

b) sent by prepaid post, on the second Business Day after the date of posting to an address within the country in which the notice was sent (or on the seventh Business Day after the date of posting if posted to a place outside the country from which the notice was sent);

c) sent by email, on the date and time at which it enters the addressee's information system (as shown in a confirmation of delivery report from the sender's information system, which indicates that email was sent to the email address of the addressee notified for the purposes of this clause), but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm (addressee's time) on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15. Miscellaneous

15.1. Alterations

This Agreement may only be amended in writing by agreement of all parties hereto.

15.2. Approvals and consents

Except where this Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Agreement.

15.3. Costs

Each party shall bear its own costs in respect of the negotiation and execution of this Agreement.

15.4. Assignment and subcontracting

Except as expressly set out in this Agreement, a party may only assign or subcontract this Agreement or any part thereof, or any right, or the performance of any of its obligations under this Agreement with the prior written consent of each other party. Such consent may not to be unreasonably withheld or delayed.

15.5. Survival

Any indemnity, or obligation of confidentiality under this Agreement is independent from the other obligations of the parties and survives termination of this Agreement. Any other term which by its nature is intended to survive termination of this Agreement survives termination of this Agreement.

15.6. Counterparts and electronic copies

This Agreement may be executed in counterparts. All executed counterparts constitute one document. This Agreement may be executed on the basis of an exchange of facsimile, scanned, or other electronic copies and execution of this Agreement by such means is to be a valid and sufficient execution.

15.7. No merger

The rights and obligations of the parties under this Agreement do not merge on completion of any transaction contemplated by this Agreement.

15.8. Entire agreement

This Agreement constitutes the entire agreement between the parties in connection with subject matter of this Agreement and supersedes all previous agreements or understandings between the parties in connection with its subject matter. For the avoidance of doubt, nothing in this clause 15.8 applies to or limits any existing agreement in writing between the parties relating to DairyNZ Limited and/or NZAEL accessing, receiving, or using data held by the Provider.

15.9. Further action

The parties shall do, at their own expense, everything reasonably necessary to give full effect to this Agreement and any transaction contemplated by it.

15.10. Severability

A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

15.11. Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by a party of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy shall be in writing and signed by the party giving the waiver.

15.12. Relationship

This Agreement does not create a relationship of employment, trust, agency or partnership between DairyNZ Limited and the Provider, or between NZAEL and the Provider.

15.13. Governing law and jurisdiction

This Agreement is governed by the laws of New Zealand and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

EXECUTED as an agreement

New Zealand Animal Evaluation Limited by:

_____
Signature of director

_____
Name of director

_____

DairyNZ Limited by:

_____
Signature of director

_____
Name of director

[insert legal name of the Provider] by:

_____
Signature of director

_____
Name of director

_____
Signature of director

_____
Name of director

Appendix 3: Contractual Obligations for Data Sharing with NZAEL Between the Certified Data Provider and Their Certified Data Provider – Nominator for Genetic Testing ('Client')

Parties:

Certified Data Provider – Name	[insert the name of the organisation on the application form]
Notice Details	[insert contact details of the organisation on the application form]
Client – Name	[insert the name of the client] ['Client']
Notice Details	[insert contact details of the client]

Background

A. The Provider has received Certification as a Certified Data Provider – Nominator for genetic testing for animal evaluation for animals for the Dairy Industry Good Animal Database ('DIGAD').

B. DairyNZ Limited has custody of, and is responsible for the operation of, DIGAD and animal evaluation.

C. The Certified Data Provider (CDP) wishes to assist their clients to submit animal samples to a Certified Genotype Data Provider for genetic testing.

D. To enable the transfer of data, the Certified Data Provider shall obtain written permission from their client to share their data and access data from DIGAD.

1. Purpose

This Agreement sets out the requirements for a Certified Data Provider to agree in writing with their client where data transactions occur with NZAEL.

2. Provision and Use of Data

The CDP will

a) Assist their client with the sample submission sheets for their nominated Certified Genotype Data Provider.

b) Submit data to DIGAD on behalf of the client, including participant, farm and animal identifiers together with metadata necessary to:
   i. accurately store and enable the processing of genetic test data for animal evaluation, and
   ii. for DIGAD to provide the date of the genetic testing and the parentage of the animal (if assigned) to the client's Herd Record Provider for the animals submitted to DIGAD.

Data ownership:

c) When data are submitted to DIGAD ownership of the data are retained by the client, but the client provides permission for the data to be used for animal evaluation and research into future traits for animal evaluation and provide the date of the genetic testing and the parentage of the animal if assigned for the animals submitted to DIGAD to the client's Herd Record Provider for inclusion in the client's animal records.

d) The client gives permission for parentage results, to be included in a three-generation pedigree ('3GP') report by NZAEL, if they are available as part of the genetic test data. The 3GP report may include quality marks which indicate compliance of the data with the DIGAD Data standard for Submitting Parentage and Breed Recording and Genetic Testing for the Dairy Industry Good Animal Database.

3. Equipment

The Client accepts responsibility for correcting any defective equipment belonging to, or leased by, the client but used in the provision of sample collection and animal identification.

4. Liability and Indemnity

The Client agrees to hold the Certified Data Provider, DairyNZ Limited, and New Zealand Animal Evaluation Limited harmless against any claims for all activities completed by the Certified Data Provider.

5. General

a) This Agreement is governed by the laws of New Zealand and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

b) Nothing in this agreement shall create a partnership or agency between the parties except as expressly provided.

EXECUTED as an agreement

CERTIFIED DATA PROVIDER by:

………………………………..…….…… ….…………………………………….…… ……………….…

(Signature) (Name) (Date)

CLIENT by:

………………………………..………… ….…………………………………….…… ……………….…

(Signature) (Name) (Date)