Certification Standard

for a

Certified Data Provider

Submitting Static Liveweight Data

for Cattle to the

Dairy Industry Good Animal Database

('CDP Static Liveweight')

Contents

1. Introduction

This Certification standard sets out the requirements for a person or organisation to become a Certified Data Provider (CDP) submitting static liveweight data for cattle to Dairy Industry Good Animal Database (DIGAD). The CDP is responsible for collecting or receiving static liveweight data and validating and transferring those data to the Dairy Industry Good Animal Database (DIGAD).

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

2. Purpose

The purpose of this standard for the Certified Data Provider is to provide confidence to interested parties that those individuals or organisations that are certified are conducting the work in a manner consistent with this standard and DIGAD Data standards for static liveweights for cattle. It also ensures data pipelines follow an approved process to ensure compatibility with the functionality of DIGAD and data being eligible for inclusion in animal evaluation.

This standard thus defines the expectations of professional practice for those certified under the standard.

3. Scope

This standard defines the requirements for CDPs submitting static liveweight data for cattle and the responsibilities for CDP supplying the services for the approved fields of activity.   The standard applies to a CDP:

- Collecting liveweight data from static weighing equipment designed for measuring cattle liveweights; and/or
- Receiving liveweight data from static weighing equipment designed for measuring cattle liveweights.

The CDPs are required to:
- Access the Animal Durable Key from the manager of DIGAD so the liveweight and meta data can be linked to the correct animal
- Assist their client to resolve data anomalies that prevent the data for their animals being uploaded to DIGAD
- Validate the data for completeness; and
- Submit the liveweight data including the required meta data to DIGAD or to a Herd Record Provider

The standard also includes:
- The processes required to deliver the services, including the reporting, complaints and appeals.
- The ongoing requirements that Certified Data Providers are required to meet to retain their certified status; and recertification requirements; and
- The contractual obligations between the applicant and:
    - o   Their clients
    - o   The Certification Body; and
    - o   NZAEL (the Manager of NZAEL)

This standard does not apply to farmers (i.e., a holder of a valid Participant code) collecting static liveweight data for animals under their care, and for which they have the right to submit data to either a Herd Record Provider. The farmer may submit data through a Certified Data Provider via approved weighing scales that comply with the data requirements for the standard.

4. Definitions and Interpretations

Throughout this standard specific words are used which have particular meanings within the scheme.

Animal Durable Key	The Animal Durable Key is the primary unique animal identification that DIGAD assigns for 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	Certification Body. The auditing organisation appointed by the NZAEL Board that audits and certifies individuals and organisations as Herd Record Providers and Certified Data Providers to NZAEL
Certified Data Provider (CDP)	Certified Data Providers. Individuals or organisations that are certified by the approved Certification Body as meeting the appropriate standard for the supply of data or information to NZAEL. The relationship is one participant to many CDPs.
DairyNZ Limited (DairyNZ)	DairyNZ is the industry organisation that represents all New Zealand dairy farmers.
Dairy Industry Good Animal Database (DIGAD)	The Dairy Industry Good Animal Database (DIGAD) holds pedigree and performance data for every recorded dairy cow in NZ. This database contains all the data required to operate Animal Evaluation. It was established in DairyNZ in December 2014. The database contains the core database.
DIGAD Data standards	The standards developed under the oversight of the DIGAD Data standards Committee. When published the standards set out the requirements for DIGAD Data Providers to be certified by the Certification Body.
New Zealand Animal Evaluation Ltd (NZAEL)	NZAEL 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 static liveweight data for cattle.

To be certified as a Certified Data Provider submitting static liveweight data for cattle, an individual or organisation must have met all the requirements for this standard and the 'DIGAD Data standard for Submitting Static Liveweight' available here - https://www.dairynz.co.nz/resources/resource-list/digad-data-standard-for-submitting-static-measurements-of-cattle-liveweight-data/ These standards establish the criteria required to 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 to interested parties that those individuals or organisations that are certified are conducting the work in a manner consistent with this standard and DIGAD Data standards for static liveweights for cattle (Clause 7);

- The application process (Clause 8 and Appendix 1); and
- The Contracts required for the application process and as a Certified Data Provider (Appendices 1-3)

7. General requirements for Certified Data Providers submitting static liveweight data for cattle

7.1. Ensuring competence

To be a Certified Data Provider submitting static liveweight data for cattle, applicants must:

- Possess (own, lease, outsource or have access to) appropriate computer hardware, software and programmes for the functions and duties they are seeking to be accredited to perform. This includes computer hardware and software capable of processing and submitting data to DIGAD within the timeframes agreed with the NZAEL Manager.

- Have policies and procedures which includes the following:
  o Document and contract management
  o IT security and privacy
  o Internal audit and quality management systems
  o The ability to notify DIGAD when uploading data to DIGAD fails. Note: Certified Data Providers should resolve any data upload failures within 15 working days of the upload error occurring. If the issue remains unresolved it must notify the NZAEL Manager and provide a date by when the issue is reasonably likely to be resolved. Where possible intermediate steps will be agreed to rectify the data for upload.
  o System back-up and recovery procedures.
  o Measures to ensure the security and confidentiality of all records held.

- 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:
  o ensuring there are documented standard operating procedures for measuring the static liveweight for their client or for receiving the static liveweight data from their client.
  o each person providing the measurement service has been trained and is competent in applying the standard operating procedures, using the software and programmes required to deliver the service, and submit the data to DIGAD; and/or
  o each person receiving the service has been trained and is competent to validate the static liveweight data, using the software and programmes required to submit the data to DIGAD. the service. Note: records of each person's training are to be kept while they are employed.

- Be able to demonstrate competence by:
  o Providing static liveweight data to the Certification Body and demonstrating their competence in understanding the factors that will influence the quality of obtaining liveweight measurements and how these factors are managed (e.g., the informative information included in the standard or from their experience through providing static liveweight data services for cattle);
  or
  o The applicant has an existing business where the applicant has:
  o Provided contracted services to clients for 2 years; and/or
  o Where their client(s) is charged and the Applicant is paid based on static liveweight data (i.e., the parties have opposing financial interests and data verification is inherent in the provision of the services) and
  o Demonstrating their competence in understanding the factors that will influence the quality of obtaining liveweight measurements and how these factors are managed.

- Successfully upload a test set of samples for the applicant's 'field of activity' meeting NZAEL data submission requirements before approval for full certification .

7.2. CDP advice to client

The CDP will provide advice to their client on:
- The success rate for the animal identifier matching with the animal durable key in DIGAD; and

- Where necessary the Certified Data Provider should assist the client to identify options for correcting animal identification to enable data to be submitted and/or assist with providing advice with failed data uploads if the CDP receives data from clients.

Note: It is the client's responsibility to correct any defective equipment, belonging to or leased by the client but used in the provision of static liveweight data collection.

7.3. Provision of data to DIGAD

Data must be submitted electrotonically in the format specified for the approved field of activity with the associated meta data as set out in the DIGAD CDP Interface Specification for Herd Recorders or the format files provided by NZAEL. Contact Support.NZAEL@DairyNZ.co.nz for a copy.

7.4. Safeguarding Impartiality

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

Where there is potentially a conflict the CDP will disclose this to the Certification Body at the time of application.

7.5. Evaluation

It is expected that a Certified Data Provider will arrange measurements at mutually convenient times with the client and will confirm the details for the services.

7.6. Complaints or appeals

The applicant is required to have a system for managing client complaints or appeals that has processes to:
- Acknowledge, receive, evaluate and make decisions on complaints and appeals.
- Gather all necessary information to progress the complaint or appeal.
- Have a process for resolving complaints or appeals.
- Ensure decisions are made free of conflict of interest or bias.
- Give formal notice of the outcome of the complaint or appeal review.

The applicant should maintain a register of client complaints or appeals that summarises the:
- 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.
- The date the complaint or appeal was resolved.

A complaint or appeal is any matter (act, omission or decision) where a customer 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.

The Certified Data Provider may have their own complaints process that they may use the Complaint Form and complaint Procedure. Email complaints to Support.NZAEL@DairyNZ.co.nz.

7.7. Management System Requirements

All documents associated with the Certified Data Provider shall be controlled. Documents shall be identified by name and will have a version identification on the document.

7.8. Contractual requirements

The Applicant requires written agreements with the Certification Body, NZAEL and their clients.

Contracts shall be retained for a period of 3 years after the contract terminates. The contracts must also be available to an auditor if requested.

7.8.1. Contract with the Certification Body

The applicant is required to have a written contact with the Certification Body as part of the application process, as well as the terms and conditions for monitoring and maintaining certification if the applicant is Certified.

The application form includes the contract terms and conditions between the Applicant and the Certification Body. By signing the Application Form the Applicant agrees to these terms and conditions as well as the terms and conditions of the application if the applicant is Certified.
Should the Applicant wish to vary the terms and conditions for the Certification Body, the Applicant shall contact the Certification Body directly and agree a variance and include that variance in the application form with the accompany evidence of agreement.

7.8.2. Contract with the NZAEL

The applicants are required to enter into a data-sharing agreement with the NZAEL. The NZAEL data-sharing agreement as set out in Appendix B must be signed and submitted with the applicant's application form for the certification process to begin. The NZAEL data sharing agreement only becomes effective from the data of certification as a Certified Data Provider

Should the Applicant wish to vary the terms and conditions for data-sharing agreement with the NZAEL., the Applicant shall contact the NZAEL directly and agree a variance and included a signed copy of the revised data-sharing agreement with the NZAEL.

7.9. CDP Contract with their clients

The Applicant is required to have a written contract with their client(s). The contract shall include clauses that:
- Hold harmless the CDP, NZAEL and DairyNZ
- Authorise data access and supply.
- Have ownership of the data retained by the client, when submitted to DIGAD but the client provides permission for the data submitted to DIGAD to be used for animal evaluation and research for future traits for animal evaluation and the liveweight measurement for the animals submitted to DIGAD and date of the event to be provided to the clients Herd Record Provider for inclusion in the client's animal records.
- A disclaimer indemnifying NZAEL. The disclaimer must 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).

8. Application Process

8.1. Application Process

Applications to be a Certified Data Provider for submitting static liveweight data for cattle are received by the designated Certification Body on the Application Form (please email Support.NZAEL@DairyNZ.co.nz) with the prescribed certification fee identified on the Application Form). An Initial Certification Audit is to be completed within 60 working days of the Certification Body receiving the application.

8.2. Application Review

When an application to be a Certified Data Provider submitting static liveweight data for cattle is received by the Certification Body it will be reviewed for completeness to ensure that the information is sufficient to complete the certification process, that any apparent gaps in the understanding of the applicant are resolved, and that 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 to the process and to introduce the applicant to the certification process and documentation. At the conclusion of the interview the Applicant can decide 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

On successful completion of the certification process, a provisional certification will be issue.

The Certified Data Provider shall use the format files provided by NZAEL to upload data or engage with NZAEL and produce the message interface with DIGAD as set out in the DIGAD CDP Interface Specification for Herd Recorders, which may be updated from time-to-time following consultation with the Certified Data Providers.

With the confirmation from NZAEL of a successful import of data to DIGAD a full certification certificate will be issued.

8.4. Term of Certification

The Certification Body may issue a 'Short Term Certification' or 'Full Certification' depending on the demonstrated competency of the applicant base on the information provided or gathered during the certification process. The term for each type of certification is outlined below.

8.4.1. Short Term Certification

The initial term for a 'Short Term Certification' for a CDP submitting static liveweight data to DIGAD will be one year at which time the CDP may receive 'Full Certification' based on the:
- The quality of data submitted to DIGAD; and
- The completeness and quality of the documentation maintained as with the Certification Body.

8.4.2. Full Certification

A CDP receiving Full Certification will retain certification providing:
- High quality data is routinely submitted to DIGAD and providing any areas of improvement have been actioned and the improvements achieved; and

- The documentation required by the Certification Body is maintained and any requests for documents to be updated have been completed; and
- The annual warranty checklist has been 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

The quality of data submitted to DIGAD can be assessed by NZAEL. The assessment may include:
- the completeness of data supplied (i.e., static liveweight data and meta data and all animals accounted for)
- the timeliness of supply
- the consistency on data trends between measurements for animals within a Herd Management Group
- the variance between animals within a single static liveweight measurement event for biologically acceptable data.

Where there are areas for improvement NZAEL will contact the CDP and discuss the areas. NZAEL will monitor the data submitted for improvement.

Where NZAEL determines that the data would not be of suitable quality to be eligible for Animal Evaluation and the CDP is unable to make improvements to improve the quality of the data within the agreed timeframes or within 6 months of the notification NZAEL can advise the CDP that it will be recommending that the CDPs certification status is discontinued. It will simultaneously advise the Certification Body.

8.6. Completeness and quality of the documentation for Certification Body

The requirements for updating and maintaining documents required by the Certification Body for the CDP to retain its certification will be provided as part of the Certification process. The CDPs 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 the documentation is not maintained the Certification Body will request the CDP to update their records or provide the annual warranty checklist.

9. Termination, Suspension or Withdrawal of Certification

- When certified entities request to have their Certification suspended or withdrawn, 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 unless the unresolved issues are rectified before the termination date.

  In the event that the certification status is terminated the CDP 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 if they use their certification in such a manner as to bring the Animal Evaluation or the DIGAD Data standards or the Certification Body into disrepute then the procedure to be followed is:

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

10. Register of Certified Data Providers submitting static liveweight data for cattle

A publicly available Register of Certified Data Provider submitting static liveweight data for cattle will be maintained and will show:
- The name of each Certified Data Provider submitting static liveweight data for cattle and their approved fields of activity and status (i.e., Provisional Certification or Full Certification)
- The contact person, address and telephone number of each Certified Data Provider.
- The issue date of the list.
- The name and address of the Certification Body.

A copy of the register for Certified Data Providers submitting static liveweight data for cattle 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 10 working days.

11. Relevant Documents

Other documents relevant to this standard include:
- The DIGAD Data standard for Submitting Static Liveweight measurements for cattle including any updates - https://www.dairynz.co.nz/resources/resource-list/digad-data-standard-for-submitting-static-measurements-of-cattle-liveweight-data/
- 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 and the certification review process. Contact Support.NZAEL@DairyNZ.co.nz.
- Format files enabling the data to be uploaded data – please contact Support.NZAEL@DairyNZ.co.nz.

12. NZAEL Logo use

The Certified Data Provider may use the NZAEL logo on information as an NZAEL Certified Data Provider. The CDP shall provide an example of the proposed use of the NZAEL logo. NZAEL will confirm or discuss and agree an alternate option within 15 working days. The logo will be provided by NZAEL. The information associated with the NZAEL logo, and the NZAEL logo must not be used in a misleading manner.
NZAEL reserves the right to request the logo be removed from use by the Certified Data Provider at its sole discretion.

13. Continuous Improvement

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

APPENDIX ONE - Application to become a Certified Data Provider submitting static liveweight data for cattle to DIGAD

This form is to be used by individuals or organisations who seek to become Certified Data Provider for submitting static liveweight data to DIGAD. The form should be sent to Support.NZAEL@DairyNZ.co.nz.

The application fee of $1,000 ($1,150 with GST) applies to either certification for submitting static liveweight. 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.

Name:		
Postal Address:		
Physical Address:		
Phone Number:		
Email Address:		
Other Contacts:		
Application is for the identified fields of activity	☐	Submitting static liveweight data to DIGAD
	☐	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 (Appendix 3)

I agree that upon being granted certification as a Certified Data Provider to submit static liveweight data to DIGAD, (name of individual or organisation):
- Will conform to the Certification standard requirements for submitting static liveweight data to DIGAD.
- Will ensure a representative has a robust understanding of the relevant documents associated with the standard.
- Allow reasonable access to the appointed Auditor.
- Will advise the Auditor of any names changes or changes in contact details.

We agree that if certification is withdrawn or lapses then all mention of the Certified Data Provider certification for submitting static liveweight data to DIGAD will cease and all logos associated with the certification will be removed from all documentation and websites or digital media.

……………………………...………… ………………………………………………… …………………
(Signature) *(Name)* *(Date)*

Terms and Conditions for the Provision of Services
between the applicant and the Certification Body

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 Applicant for certification status be a Certified Data Provider for New Zealand Animal Evaluation Limited (NZAEL), for fields of activity included in the application and providing data to the Dairy Industry Good Animal Database (DIGAD); and if successful
- The on-going auditing services 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 and 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 information about the evaluation procedures and processes, at pre-agreed phases in the certification process and at the end if 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 information to be provided.

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

2. AGREEMENT BY BOTH PARTIES (CERTIFICATION BODY and APPLICANT)
Both parties will agree to the following conditions:
- Access to inspection/audit history (where documented), including internal audits;
- Safe site access;
- Access to key personnel as required;
- Access 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;
- Access to observe the proposed services where data are being collected;
- Full access by NZAEL to all records concerning them held by the Certification Body if successful in receive certification.
- Allow site access to IANZ or JAS-ANZ auditors for the purpose of witness audit activity, if appropriate and if selected.

2.1 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 logo be used on any information by the applicant in relation to this application.
- The use of the logo of the Certification Body's and associated statements in the communication media will be in approved by the Certification Body in writing.
- The Applicant agrees that it will not use any certificates, logos or reports in a misleading manner or in a manner which may bring Certification Body's into disrepute.
- The Applicant agrees that it its 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 its 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. Where the applicant is aware of this potential this should be made known to the Certification Body to ensure integrity of service supply.
Where the Certification Body is aware of the risk or potential for a conflict of interest this will be declared 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 made available at the time and will not be altered unless further verifiable information is subsequently 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 against actions or decisions on the Applicants Certification. These are available to the Applicant at their request.

7. CONFIDENTIALITY

The Certification Body's employees will not disclose to any person any information with respect to audit findings, standard operating or training procedures or trade secrets obtained as a result of service delivery unless authorised to do so in writing, except where law requires 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 and/or Programme Manager.

Any of the Certification Body's Materials used is to be kept confidential by the Applicant.

8. LIABILITY AND INDEMNITY

The Provider will indemnify NZAEL and DNZ 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 DNZ Limited arising from a breach of this Agreement by the Provider or the negligent supply by the Provider of data into DIGAD.

9. WARRANTIES

The Applicant warrants it has the legal right and capacity to enter into this agreement and that the entering into the agreement and 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, as an essential term of this agreement, use the Materials solely for the purposes of Certification and/or retaining certification and not for any other purpose.

10.4   If the Applicant uses the Materials for any purpose other than the agreed purpose, then without prejudice to any other rights or remedies available to the Certification Body:
- (The Applicant must, at its cost, immediately return all of the Materials (with the exception of any consumables already used) to the Certification Body upon receipt of written demand to do so; and
- 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 on trust for the Certification Body and the Applicant must keep all such data, information or intellectual property strictly confidential; and
- The Applicant must, at its cost, immediately disclose all such data, information or intellectual property 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   The Certification Body may cancel this Agreement by giving the Applicant a written cancellation notice if the Certification Body, in its sole discretion, is no longer able to provide certification assessments. The Certification Body will return the application fee in its entirety.

11.2   The Certification Body may cancel this agreement immediately by written notice to the Applicant:
  i.   Fails to pay any fees associated with this Agreement.
  ii.   Commits a breach of this agreement that is material or cannot be remedied;
  iii. Has a potential or actual conflict of interest that is not acceptable to the Certification Body (in its absolute discretion);
  iv.   Commits an act of dishonesty or theft;
  v.   Brings the Certification Body into disrepute (in the Certification Body's reasonable opinion);
  vi.   Commits an act of bankruptcy, makes an assignment or composition with its creditors or becomes liable to be placed in liquidation.

In the event Certification Body cancels this Agreement for the non-payment of fees only, and not for any of the clauses ii to vi above the Applicant will retain its certification for 1 year from the date of cancelation and will then need to reapply for renew its certification. NZAEL will be advised, and the certification status updated on the NZAEL website.

In the event the event Certification Body cancels this Agreement for any of the clauses ii to vi above the Applicant will lose it certification. NZAEL will be advised, and the certification status 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 Applicants obligations under clauses 2.1, 3, 7, 8 and 9 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 by the Applicant upon 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 delegations they authorise for electronic signatures.

APPENDIX TWO: 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 Dairy NZ 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
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 has custody of, and is responsible for the operation of, 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 which 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 from time to time.

Business Day means a day that is not a Saturday or Sunday or a public holiday in either Auckland or Wellington.

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

Contributed data means the data provided by the Provider for the which the Provider holds a current certification as a Certified Data Provider together with the approved fields of activity.

Core Data means the data in or required by the Act 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 means has the meaning given to that term by the Act.

CDP Data Interface Specification means the current version from time to time and 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 the Operating Data, to DIGAD as amended by NZAEL from time to time.

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

storing Core Data and Non-Core Data;

a)   encouraging herd performance recording;
b)   encouraging the genetic and performance improvement of the national herd and its members;
c)   enabling research of the genetic and phenotypic performance of the national herd and its members;
d)   enabling the execution and development of Animal Evaluation; and
e)   enabling Certified Data Providers to access Core Data and Non-Core Data
f)   for the benefit of all New Zealand dairy farmers.

Development of AE means, in respect of 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 from time to time and for the time being of the document approved for published 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 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) act of God;

    b) earthquake, flood, fire, storm and adverse weather conditions or natural events for which provision could not reasonably have been made;

    c) interruption or failure of any utility services, or unpredictable delays which could not reasonably be prevented in delivery of materials, equipment or services necessary for the compliance by that 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) 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;

    g) 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 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 DNZ Limited and NZAEL as the Operator binds them jointly and severally;

    d) any agreement, representation, warranty or indemnity given in favour of DNZ 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 it 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 contribute 'Contributed Data' to DIGAD in accordance with the CDP Data Interface Specification.

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

2.4. The NZAEL will supply to the Provider from DIGAD the data to which the Provider is entitled as set out in the Certified Data Provider standard relevant to the Providers 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

a) Development of Animal Evaluation.
b) Industry Good Research
c) Dairy Industry statistics

3. OBLIGATIONS AND WARRANTIES OF DAIRYNZ LTD AND NZAEL

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

a) it 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, it 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) it will retain the Contributed Data and all copies of the Contributed Data in its control.

4. OBLIGATIONS AND WARRANTIES OF THE PROVIDER

4.1.   The Provider is required to:

a) Access the Animal Durable Key from the manager of DIGAD so the liveweight and meta data are linked to the correct animal.

b) Assist their client to resolve data anomalies that prevent the data for their animals being uploaded to DIGAD including enrolling animals in DIGAD and/or assist with providing advice with failed data uploads if the Provider receives data from clients.

c) Validate the data for completeness and submit the liveweight data including the required meta data to DIGAD or to a Herd Record Provider. The Provider shall:
    i.   Submitted the data electrotonically in the format specified for the approved field of activity with the associated meta data as set out in the DIGAD CDP Interface Specification for Herd Recorders, which may be updated from time-to-time following consultation with the Providers, or the format files provided by NZAEL.
    ii. Resolve any data upload failures within 15 Business Days of the upload error occurring. Where the issue remains unresolved it must notify the NZAEL Manager and provide a date by when the issue is reasonably likely to be resolved. Where possible intermediate steps will be agreed to rectify the data for upload.

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 measuring the static liveweight for their client or for receiving the static liveweight data from their client.
    ii. each person providing the measurement service has been trained and is competent in applying the standard operating procedures, using the software and programmes required to deliver the service, and submit the data to DIGAD; and/or
    iii. each person receiving the service has been trained and is competent to validate the static liveweight data, using the software and programmes required to submit the data to DIGAD. the service. Note: records of each person's training are to be kept while they are employed.

4.2.   The Provider warrants and undertakes that:

a) it has the capacity and authority to supply the data referred to in clause 2; and

b) its 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) it holds a written contract with each client that:
    i.   The client will indemnify NZAEL and 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 Provider to submit data to DIGAD on behalf of the client, including participant, farm and animal identifiers together with meta data and the liveweight measurements necessary to accurately store and enable the processing of data for Animal Evaluation.

- Authorising by the client to receive the client's data for liveweight BV's (if available), the calving date and milking production estimates for annual lactation yields for the first and subsequent lactations for the participant who contracted the Provider to submit liveweight data to DIGAD for the client.
  iii. Ownership of the data is retained by the client, when submitted to DIGAD.
  iv. The client provides permission for the data submitted to DIGAD to be used for animal evaluation and research for future traits for animal evaluation and the liveweight measurement for the animals submitted to DIGAD and date of the event to be provided to the clients Herd Record Provider for inclusion in the client's animal records.
  d) A disclaimer indemnifying NZAEL must be included on any client report where certification status is noted or implied the following disclaimer is required:

  Introduction to Disclaimer
  (Insert name of Provider) is recognised as a Provider for providing liveweight data for dairy cattle having been independently assessed as competent to provide the services in accordance with the Scheme Requirements for Provider submitting static liveweight data for cattle 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 liveweight measurement data is not a warranty or confirmation that the results allocated to the cattle identified shall meet any requirements of the client either at the date of the issue of the Report or in 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 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 on or accessed through this Report. You (the client) agree that the above exclusions of liability confer a benefit on the entities or persons listed above and is 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 3 years after the contract terminates. The contracts must be available to the 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 DNZ Limited or the computer equipment of any of DNZ 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 data supplied (i.e., static liveweight data and meta data and all animals accounted for)
   a) the timeliness of supply
   b) the consistency on data trends between measurements for animals within a Herd Management Group
   c) the variance between animals within a single static liveweight measurement event for biologically acceptable data.

Where there are areas for improvement NZAEL will contact the Provider and discuss the areas. NZAEL will monitor the data submitted for improvement. Where NZAEL determines that the data would not be of suitable quality to be eligible for Animal Evaluation and the Provider is unable to make improvements to improve the quality of the data 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 LOGOS/REPORTS/CERTIFICATES
- The Provider may use the NZAEL logo on information as an NZAEL Certified Data Provider.
- The Provider shall provide an example of the proposed use of the NZAEL logo. NZAEL will confirm or discuss and agree an alternate option within 15 Business Days in writing. The logo will be provided by NZAEL. The information associated with the NZAEL logo, and the NZAEL logo must not be used in a misleading manner or in a manner which may bring NZAEL or DairyNZ into disrepute.
- The Provider agrees that it its certification status is withdrawn it 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 DNZ 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 DNZ 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 DNZ Limited and which arises directly or indirectly in connection with or out of this Agreement.

7.4. The Provider will indemnify NZAEL and DNZ 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 DNZ 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 9.2 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 this clause 9;
   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 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 and NZAEL if:

   a)   DairyNZ ceases permanently to be responsible for the DIGAD Database and for the operation of Animal Evaluation.
   b)   DNZ 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 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 Certificate Standard for a CDP submitting Static Liveweight date to DIGAD
   b)   the Provider becomes insolvent or, if a company, has a liquidator or receiver appointed
   c)   the Provider breaches its obligation under this agreement and does not remedy that breach within 20 working days' of notice from DairyNZ and/or NZAEL specifying the breach.

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 the following circumstances:

a) in respect of the contribution by the Provider of Contributed Data and the use by the Operator of that Contributed Data, if DairyNZ ceases permanently to be responsible for the operation of Animal Evaluation whether pursuant to legislation or regulation or otherwise but remains responsible for the Core Database;

b) in respect of the contribution by the Provider of Contributed Data and the use by the Operator of that Contributed Data, if DairyNZ ceases permanently to be responsible for 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 its 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 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 shall 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) must 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 1 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), and is taken to be received:

a) if hand delivered, on delivery;

b) if 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) if 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 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 DNZ Limited and/or NZAEL accessing, receiving, or using data held by the Provider.

15.9.   Further action

The parties must 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 must 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 DNZ 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 THREE: Contractual Obligations for Data Sharing with NZAEL between the Certified Data Provider and their clients

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 for approved fields of activity to submit Static Liveweight data for cattle and the associated meta data to DIGAD.

     B. DairyNZ has custody of, and is responsible for the operation of, DIGAD and Animal Evaluation

     C. The Certified Data Provider wishes to submit Static Liveweight data for cattle and the associated meta data to DIGAD on behalf of their client to DIGAD and to access Core Data and Non-Core Data from DIGAD.

     D. To enable the transfer of data Certified Data Provider requires written permission from their clients, to share their data and access data from the Dairy Industry Good Animal Database.

1. PURPOSE

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

2. PROVISION AND USE OF DATA

     a) Submit data to DIGAD on behalf of the client, including participant, farm and animal identifiers together with meta data and the liveweight measurements necessary to accurately store and enable the processing of data for Animal Evaluation and the DIGAD and for DIGAD to provide the liveweight measurement for the animals submitted to DIGAD and date of the event to the clients Herd Record Provider.

     b) Receive the client's data for liveweight BV's (if available), the calving date and milking production estimates for annual lactation yields for the first and subsequent lactations for the participant who contracted the CDP to submit liveweight data to DIGAD for the client.

     c) Ownership of the data is retained by the client, when submitted to DIGAD but the client provides permission for the data submitted to DIGAD to be used for animal evaluation and research for future traits for animal evaluation and the liveweight measurement for the animals submitted to DIGAD and date of the event to be provided to the clients Herd Record Provider for inclusion in the client's animal records.

3. EQUIPMENT

The Client accepts responsibility for to correct any defective equipment, belonging to or leased by the client but used in the provision of static liveweight data collection.

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.

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)*