



WAGYU BEEF GENOMICS PROJECT SNP STORAGE FORM

Name: _____ Stud or CWB License number _____

Address: _____

City/Prov. _____ Postal Code: _____

Phone: (_____) _____ Email: _____

TESTS REQUIRED

- DNA TSU Storage (fill in attached WAGYU TSU ANIMAL INFORMATION FORM)
- DNA profile – stored on the WSA and LRF database [AVAILABLE IN THE FIRST QUARTER 2019]
- Parentage Analysis – DNA match, Sire verification for F1 verification [AVAILABLE IN THE FIRST QUARTER 2019]
- Parentage Analysis – DNA match, Sire and Dam match for F2, F3, F4, SP and FB verification [AVAILABLE IN THE FIRST QUARTER 2019]
- Wagyu Genetic Condition Test (WGCT) for all 5 genetic conditions (CHS, CL16, B3, F13, F11) [AVAILABLE IN THE FIRST QUARTER 2019]
- Single Wagyu Genetic Condition Test (WGCT) for specific genetic conditions [AVAILABLE IN THE FIRST QUARTER 2019]

Sample type

TSU (Tissue Sample) Hair Sample Semen Other _____

By signing below, I agree I have read and accept the below conditions. I understand that I am responsible for the accuracy of the information I provide to WSA and the Livestock Registering Federation (LRF) and I release the WSA and LRF from any liability for errors or omissions in the information provided.

Signature: _____ Date: _____

Terms & Agreement

Definitions and Interpretation

- 1) The Wagyu Society of SA (WSA) is part of the Beef Genomics Program (BGP) and is subject to the Society Consortium Agreement.
- 2) Samples means any Tissue Sample Units (TSU) submitted by the Client to WSA for the purposes of Storage.
- 3) The "Name" in the application includes an individual, partnership, firm, company, body corporate, corporation, association, organisation, trust, estate, state or government or any agency thereof and any other entity, whether incorporated or not.
- 4) The client acknowledges that the SNP DNA tests are not yet available and that this form indemnifies WSA from providing such a test. Were the BGP consortium and Livestock Registering Federation (LRF), of which WSA is a member, not be able to provide a SNP test in the first quarter of 2019, WSA may consider another service provider in the second quarter of 2019.
- 5) In filling in this form the client acknowledges that the LRF and/or WSA will provide a separate form regarding the DNA costs and services to be offered to its members.
- 6) This agreement forms part of the "Tag order form" and the Certified Wagyu Beef protocol and agreements.

Order, Acceptance and Performance of Services

- 7) The Client must order the storage services by submitting a test request form.
 - a) a Test Request Form
 - b) the Samples in accordance with WSA's instructions; and
 - c) such other information as WSA may request

Liability

- 8) In relation to any terms, warranties, guarantees or conditions that cannot lawfully be excluded, WSA's liability for them is limited. WSA will not be held liable for the incorrect use of the Tissue Sample Unit (TSU), or loss of samples at the Society or in transit to the laboratory.
- 9) WSA will endeavour to safely store the DNA TSU's in a secure storage facility but cannot be held liable for samples being stolen or destroyed by "acts of God" such as fire, lighting, earthquakes or the like.
- 10) WSA does not accept any liability arising from:
- 11) (i) any data, materials or protocols provided by the Client; (ii) any errors in any third party data; (iii) the Client's failure to correctly collect, identify, store or deliver the Samples; and (iv) any other act or omission by or on behalf of the Client.
- 12) A claim by the Client against WSA in connection with this Agreement must be notified to WSA within 12 months of the completion or delivery of the relevant Services.

Release and Indemnity

- 13) To the extent permitted by law, the Client releases and indemnifies WSA and its officers, employees, sub-contractors and agents from and against:
 - (a) all actions, claims, proceedings or demands by any person, in respect of any loss, damage, cost, expense or injury, which may be brought against WSA, whether on their own or jointly with the Client, in equity or pursuant to statute or otherwise, arising out of reliance on, and use or dissemination of the information contained in any Reports;
 - (b) all damages, costs and expenses incurred in defending or settling any such claim, proceeding or demand; and
 - (c) any liability, damages, cost and expenses incurred by the Service Provider as a result of any breach by the Client of any provision of this Agreement.

- 14) The Pre-Existing IP will remain the property of the party that provides it and is not altered, transferred or assigned by virtue of its use by the other party under the Agreement. Unless the parties agree otherwise:
- (a) the Client will own all rights, including Intellectual Property rights, in any material created by WSA (which includes client reports, profile reports, parentage verification reports, reinterpreted client data reports, sample confirmation reports, sample status reports and SIL reports) for the Client in providing the Services to the Client pursuant to the Agreement (Reports), provided, however, that Reports excludes any WSA Pre-Existing IP; and
 - (b) the Client grants to WSA a perpetual, irrevocable, non-exclusive, royalty-free licence to use all Intellectual Property in:
 - (i) the Reports for all such purposes as WSA sees fit; and
 - (ii) the Client's Pre-Existing IP to the extent required for WSA to comply with its obligations under the Agreement.

Intellectual Property

- 15) The parties acknowledge and agree that all Samples remain the property of the Client.
- 16) Subject to clause 16, Samples will be used only in delivery of the requested Services.
- 17) WSA may store Samples for future testing that may be requested by the Client, but makes no commitment that they will be available for further testing. Unless the Client has requested for the Samples to be returned to it (at its cost), the Samples may be destroyed within 30 days of testing if it is deemed that no DNA remains.
- 18) The Client is responsible for all costs associated with the freight of DNA test kits and the Reports.
- 19) WSA will attempt to confirm with the Client the number of Samples received and any Samples that WSA cannot process (for example, due to duplicates or missing information). Any re-sampling and re-testing required to correct poorly taken, contaminated or incorrectly identified samples is at the Client's expense.

Confidentiality

- 20) As part of the CWB protocol, the Client acknowledges that WSA may need to collect information and conduct security checks on the Client, its employees and consultant(s) for the purposes of administering the Agreement and complying with the special responsibilities WSA has to regulatory agencies and to the public in view of the nature of its products. The Client will promptly provide copies of all such information relating to the Client, its employees and consultant(s) as WSA may request from time to time and the Client must ensure that its employees and consultant(s) will cooperate with the provision of such references and information to WSA.
- 21) WSA must comply with all relevant privacy laws or regulations with respect to the references and other personal information provided by the Client.

Termination

- 22) WSA may suspend or terminate the Agreement immediately by notice if:
 - (a) the Client breaches a term of the Agreement or any other agreement with WSA and fails to remedy the breach (if capable of remedy) within 7 days after notice to do so;
 - (b) being a corporation, the Client goes into liquidation, has a receiver or receiver and manager appointed to it or any part of its assets, enters into a scheme of arrangement with creditors or suffers any other form of external administration;
 - (c) being an individual, the Client has a meeting of creditors called or held or has a step take to make the party bankrupt;
 - (d) the Client no longer carries on business or threatens to cease carrying on business;



(e) there is a change of ownership or effective control of the Client or the nature of the Client's business is materially altered

23) Termination of the Agreement will not affect any obligations or rights of either party which will have accrued on or before termination.

General

24) Each party must promptly, at its own cost, do all things (including executing all documents) necessary or desirable to give full effect to the Agreement.

25) If anything in the Agreement is unenforceable, illegal or void, then it is severed and the rest of the Agreement remains in force.

26) The Agreement contains the entire agreement and understanding between the parties on everything connected with the subject matter of the Agreement.

27) To the extent there is an inconsistency between the provisions of the Agreement, the order of precedence will be these terms and then the Test Request Form.

28) An amendment or variation to this Agreement is not effective unless it is in writing and signed by the parties.