

1. Interpretation

1.1 In these terms and conditions the following words have the following meanings:

1.1.1 **AgNav Collaboration:** a collaboration agreement entered into by ICBF, Bord Bia and Teagasc to create a farmer-centric sustainability support framework which utilises the three agencies' collective knowledge, data, support tools, research and advisory services and other resources to enable delivery against climate action plan targets for the agri-sector.

1.1.2 **Application:** the application for the Services at www.agnav.ie

1.1.3 **Bord Bia:** The Irish Food Board.

1.1.4 **Conditions:** these terms and conditions as added to or amended from time to time by ICBF.

1.1.5 **Contract:** the contract between ICBF and the Farmer for the supply of the Services.

1.1.6 **Farm Data:** such data relating to the farm, including but not limited to animal (including calf registration and AIM system data), production, fertiliser, manure application and storage, feed, land-use and soil data or such data as ICBF, Bord Bia or Teagasc shall consider relevant.

1.1.7 **Farmer:** the person associated with the herd, flock, tillage or pig herd number or other such identifier who applies for the Services from ICBF.

1.1.8 **Know How:** know how, trade secrets, confidential technical and proprietary industrial and commercial information and techniques in any form which may subsist anywhere in the world.

1.1.9 **ICBF:** the Irish Cattle Breeding Federation Society Limited.

1.1.10 **Intellectual Property:** trademarks, service marks, trade names, patents, inventions, design rights, copyrights (including rights in computer software), rights of extraction relating to data bases, data base rights and all other similar proprietary rights which may subsist in any part of the world.

1.1.11 **Services:** a set of interactive web tools that draw on the relevant data available for a farm to allow the (i) generation of as accurate information as possible on the greenhouse gas emissions and other sustainability metrics on that farm, (ii) estimation of the effect of changes in different farm management practices on greenhouse gas emissions and other sustainability metrics on that farm and (iii) documentation of a bespoke AgNav sustainability plan for that farm.

1.1.12 **Teagasc:** The Agriculture and Food Development Authority.

2. Application of Terms

2.1 Subject to any variation under Condition 2.3 the Contract shall be subject to these Conditions to the

exclusion of all other terms and conditions (including any terms or conditions which the Farmer purports to apply under any application or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained within the Farmer's application or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all the Services and any variation to these Conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by ICBF.

2.4 The Farmer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ICBF, Bord Bia or Teagasc which is not specifically set out in the Application or Contract.

2.5 Each submission of an Application or acceptance of the Services by the Farmer shall be deemed to be an offer by the Farmer to take the Services subject to these Conditions.

2.6 No offer made by the Farmer shall be deemed to be accepted by ICBF until a confirmation of acceptance of the Application is issued by ICBF or (if earlier) ICBF supplies or makes available the Services to the Farmer, at which time a Contract shall be formed.

2.7 The Farmer must ensure that it completes the Application accurately and neither ICBF, Bord Bia nor Teagasc shall be liable in any way for any failing of the Farmer in this regard.

3. Services

3.1 ICBF agrees to supply and the Farmer agrees to take the Services subject to these Conditions.

3.2 All examples, descriptive matter or advertising issued by ICBF, Bord Bia or Teagasc or contained in agnav.ie or on the websites of ICBF, Bord Bia or Teagasc are issued or published for the sole purpose of giving an approximate idea of the Services. They will not form part of the Contract.

3.3 Without prejudice to any other right it has under these Conditions, ICBF reserves the right not to provide the Services and/or to terminate the provision of Services to any Farmer who it considers acts or uses the Services in a way that is contrary or prejudicial to the objectives of ICBF or the AgNav Collaboration.

3.4 ICBF may cease to offer the Services to the Farmer and/or terminate the Contract at any time (without liability to the Farmer) by notice to the Farmer:

3.4.1 if the Farmer breaches these Conditions;

3.4.2 if, in the sole opinion of ICBF, the Farmer uses the Services or the information supplied by ICBF as part of the Services in an inappropriate manner ; or

3.4.3 without having to provide reasons.

3.5 Neither ICBF, Bord Bia nor Teagasc will be liable, for any direct, indirect or consequential loss (all three of which terms include without limitation pure economic loss, loss of profits, loss of business, depletion of goodwill and like

loss), costs, damages, charges or expenses caused directly or indirectly by any failure on the part of the Farmer to comply with its obligations under these Conditions nor any delay in the delivery of the Services (even if caused by ICBF's negligence) nor will any delay entitle the Farmer to terminate or rescind the Contract.

4. Farmer Obligations

4.1 The Farmer shall:

4.1.1 co-operate with ICBF, Bord Bia and Teagasc in all matters relating to the Services and shall provide such information and materials as may be requested by them to enable the Services to be provided;

4.1.2 provide such authorisations and consents as ICBF, Bord Bia or Teagasc may require to allow them to process, use and/or share their data.

4.2 The Farmer acknowledges and agrees that they shall not decide on a course of action on the basis of the information provided through the Services without first consulting with their farm advisor or other agricultural professional, where appropriate.

5. Consideration

While no fee shall be payable by the Farmer the Services shall be provided by ICBF in consideration of the Application made by the Farmer and the Farmer's acceptance of these Conditions.

6. Limitation of Liability

6.1 The following provisions set out the entire financial liability of ICBF, Bord Bia and Teagasc (including any liability for the acts or omissions of their respective employees, agents, and sub-contractors) to the Farmer in respect of:

6.1.1 any breach of these Conditions;

6.1.2 any use made by the Farmer of any of the Services; and

6.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

6.2 All warranties conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract.

6.3 Nothing in these Conditions excludes or limits the liability of ICBF, Bord Bia or Teagasc:

6.3.1 for any matter which would be illegal to exclude or attempt to exclude as a liability; or

6.3.2 for fraud or fraudulent misrepresentation.

6.4 Subject to conditions 6.2 and 6.3:

6.4.1 ICBF's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the amount of €100; and

6.4.2 ICBF shall not be liable to the Farmer for any pure economic loss, loss of profit, loss of business, depletion of good will or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

6.5 Without prejudice to Conditions 6.4.1 or 6.4.2, the Farmer acknowledges and agrees that, given the nature of the Services, results may not be produced and/or any results produced may not be accurate and therefore no warranty whatsoever is given in this regard and the Services and any results from them are provided on an "as is" basis.

7. Acknowledgement and Agreement

7.1 The Farmer acknowledges and accepts that as part of the provision of the Services ICBF, Bord Bia and Teagasc shall obtain Farm Data which the Farmer either owns now, has previously owned or acquires in the future from various sources and ICBF, Bord Bia and Teagasc intend to use such Farm Data both in providing the Services and for the purpose of the AgNav Collaboration.

7.2 Where the Farmer supplies to a processor (beef or dairy) and is a member of the processor's sustainability programme, the Farmer acknowledges and accepts that their Farm Data and limited personal data will be shared with the processor via AgNav to provide the processor with the data, and for the purposes, set out in the contract between the Farmer and their processor.

7.3 By submitting the Application the Farmer specifically consents to authorise and agrees to ICBF, Bord Bia and Teagasc obtaining Farm Data from any source, including their respective databases, and using such Farm Data for the purposes set out in Condition 7.1.

8. Assignment

8.1 The Farmer shall not be entitled to assign the Contract or any part of it without the prior written consent of ICBF.

8.2 ICBF may assign the Contract or any part of it to any person, firm or company.

9. Force Majeure.

9.1 ICBF reserves the right to defer delivery of the Services, to cancel the Contract or to vary or reduce the Services provided to the Farmer (without liability to the Farmer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of ICBF including without limitation acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, storm, epidemic, pandemic, disease, blackouts, strikes or other labour disputes provided that if the event in question continues for a continuous period of over 90 days either party shall be entitled to give notice in writing to the other terminating the Contract immediately.

10. Intellectual Property

10.1 The Farmer acknowledges and accepts that (i) all rights to any Know How or Intellectual Property that ICBF, uses in providing the Services are the property of ICBF, Bord Bia, Teagasc or other third parties and the Farmer has no rights whatsoever in or to such Know How or Intellectual Property and (ii) unauthorised use of such Know How or Intellectual Property is strictly forbidden.

11. Indemnity

11.1 In consideration for ICBF providing the Services, the Farmer agrees to indemnify and keep indemnified ICBF, Bord Bia and Teagasc and their respective officers, employees, sub-contractors and agents (all together the “**Indemnitees**” and each an **Indemnitee**”) from and against all proceedings, actions, costs, charges, claims, expenses, damages, liability, losses and demands whatsoever and howsoever arising as a result of the Farmer availing of the Services or that the Indemnitees, or any of them, may incur as a result of (i) any act, neglect, default or omission of the Farmer, (ii) any breach by the Farmer of the Contract or these Conditions, or otherwise howsoever.

12. Data Protection

12.1 Notwithstanding, but without prejudice to, the terms of the AgNav Privacy Notice (set out at <https://www.agnav.ie/privacy>) which the Farmer should review, and without prejudice to Condition 7, the Farmer (where the Farmer is an individual) acknowledges and agrees that certain of their personal data comprising name, address, phone numbers, email addresses, farm identifier e.g. herd number (“**Personal Data**”) will be retained and used by ICBF for the purpose of providing the Services and when Farm Data is being compiled or assessed and also for the purpose of communicating with them. ICBF’s lawful basis for doing this is: the performance of the Contract, its legitimate interest in administering its business, and/or your consent (where this is provided e.g. sharing of data with farm software).

12.2 When applying to enter into a Contract for the Services the Farmer therefore:

12.2.1 confirms that they understand and acknowledges the basis upon which ICBF collects, retains and uses their Personal Data; and

12.2.2 to the extent that such consent may be required, specifically consents their Personal Data being used in this way.

12.3 The Farmer further acknowledges that they understand that the consent which they give in Condition 12.2.2 may be withdrawn by themselves at any time by emailing ICBF at dpo@icbf.com.

13. General.

13.1 Each right or remedy of ICBF under the Contract is without prejudice to any other right or remedy of ICBF whether under the Contract or not.

13.2 If any provision of the Contract is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality invalidity, voidness, voidability unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by ICBF in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by ICBF of any breach of or any default under any provision of the Contract by the Farmer will not be deemed a waiver of any subsequent breach or default and will in no way effect the other terms of the Contract.

13.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by Irish Law.

13.6 These Conditions shall continue to bind each party insofar as and as long as may be necessary to give effect to their respective rights and obligations.



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