

DNA TEST APPLICATION FORM TERMS AND CONDITIONS & PERPETUAL ACCESS AGREEMENT

In this form: Australian Wagyu Association Limited is referred to as AWA

Application for DNA Testing

1. These terms and conditions apply to all tissue samples submitted by a member of the Australian Wagyu Association Limited (AWA) to AWA for testing by a 3rd party testing service provider (Laboratory).
2. The Member warrants that the information entered into the application form is accurate in all respects.
3. The tissue sample is at the risk of the Member until the tissue sample is received by the Laboratory.
4. Only a Laboratory that meets AWA specifications may be used for DNA testing.
5. If the member does not require the tissue sample or DNA to be stored, they are returned to the member at their cost or destroyed post-testing.
6. The Member acknowledges that the Laboratory does the testing and authors the results, not AWA. As such, the Member agrees that, to the extent permitted by law, AWA is not liable to the Member for any loss suffered by the Member or any other person, caused by or arising from any reliance on the results.
7. Upon submission of the DNA testing request to the Laboratory, AWA will invoice the Member for the testing fees levied by the Laboratory, and the Member agrees to pay such invoices including any GST. AWA may levy a charge on top of the Laboratory fees if necessary to recover costs of administration, transport, storage or testing
8. The Member acknowledges the Laboratory will have terms and conditions of testing and those terms and conditions will apply in addition to these terms and conditions. AWA warrants that in completing any agreement with a Laboratory, it will ensure that the ownership rights of the Member agreed within these terms and conditions remain protected.
9. The Member must not misrepresent test results to any person at any time.
10. The Member acknowledges that storage of samples may be at additional cost to members and the AWA recognises that members are not obliged to maintain sample and DNA stores for individual samples.

Perpetual Right of Access to samples and results

Value in testing and results

AWA acknowledges:

11. There is significant value provided by the member to the AWA in the provision of samples, DNA tests and associated phenotypic information.

Results

12. AWA may receive and store the test results (results) as it sees fit, including electronically.
13. AWA will provide a copy of the results to the Member as soon as the results are available from the Laboratory.
14. AWA will publish DNA and parent discovery results in individual animal pedigree records and as otherwise applicable on the AWA website and may incorporate the results into EBVs.

Right of access

15. The AWA acknowledges that the member owns the intellectual property rights to the test results paid for by the member and that the member owns the tissue sample provided for testing. The Member grants to AWA a perpetual royalty free licence to:
 - a. access the tissue sample and results whilst being held by a Laboratory or AWA; to
 - b. enable the AWA to undertake parent verification (using 500 SNP) and maintain the AWA herdbook including to maintain proof of parentage by way of DNA testing results where the AWA Board has approved and the member owner of the tissue sample/results has been notified; and
 - c. use genomic information (50K SNP) within test results within Single Step Wagyu BREEDPLAN including for the development and improvement of Single Step Wagyu BREEDPLAN and genomic tools on behalf of all members. The member acknowledges that the AWA will hold the intellectual property rights in such created materials.
16. Except as described in 15.c above, the AWA will not use Member samples or results unless the member permits in writing or the member has agreed to conduct testing through a specific research project. AWA may then permit other organisations to access results held by AWA, providing that the purpose of doing so is to conduct the agreed research and development as specified within the project.