

General terms and conditions Genomic Breeding Values

Definitions

1. KWPN: Dutch Royal Dutch Sport Horse in Ermelo at Beek 119, further to be referred to as KWPN.
2. Client: the natural person or legal entity, or company, who/which is the owner or party registered with the KWPN, of/for a horse and with whom/which the KWPN has concluded an agreement, further to be referred to as the client.
3. Assignment: the assignment provided by the client to the KWPN to execute a DNA test of a horse.
4. Agreement: the agreement reached by the client and the KWPN.
5. DNA test: an investigation into the hereditary constitution of a horse for a specific characteristic on the basis of DNA material.
6. Genomic breeding value (GBV): the genomic breeding value provides a prediction of the potential of the horse for a specific characteristic on the basis of a DNA test and other information. The GBV is expressed in a number with regard to the average of a group of KWPN horses. Horses can be ranked according to potential for a specific characteristic on the basis of the GBV.
7. Reference population: a group of animals that serves as a frame of reference.
8. Reliability: the extent of the accuracy of the GBV. The reliability can vary from 0 to 100 percent.
9. Kinship: kinship between the horse to be tested and the reference population, calculated on the basis of at least four and a maximum of all available generations.

Applicability

10. These general terms and conditions apply to the calculation of genomic breeding values on the basis of DNA tests.
11. These general terms and conditions apply to the agreement between the client and the KWPN.
12. Only members of the KWPN can enter into an agreement with the KWPN concerning the calculation of genomic breeding values on the basis of DNA tests.
13. The articles of association and the regulations of the KWPN apply to the members.
14. Assignments provided to the KWPN exclusively engender an obligation to use best endeavours and not an obligation of result, unless it is otherwise evident from the agreement.
15. The KWPN also includes employees of the KWPN and all persons working for it, who execute (parts of) the calculations or a DNA test, as instructed by the KWPN. The KWPN is responsible for the employees or persons engaged by it during the execution.
16. The KWPN has the right, without prior warning, to implement adjustments in these general terms and conditions for new assignments.
17. The KWPN has the right not to accept an assignment.

Objective

18. The objective of a genomic breeding value on the basis of a DNA test is to acquire (at a young age) a prediction of the potential of the horse for specific characteristics.

Horses

19. Horses must be sufficiently closely related to the reference population used by the KWPN.
20. It is preferable if the parentage of the horses is verified, or can be verified based on the data available at KWPN, this is possible if one or both of the parents already have a verified genotype that is known by KWPN.
21. New verification of parentage is not a standard part of this assignment.
22. If the client requires new verification of parentage an additional assignment must be provided for this purpose.

DNA sample

23. DNA samples will be collected in the form of hair (or blood) for the purpose of the calculation of the genomic breeding values on the basis of the DNA tests.
24. On request of the client, a DNA sample or genotype from the KWPN archive can be used, provided that this is held in stock. If this is not held in stock a hair sample will be taken by a KWPN official. The client can personally provide a DNA sample to the KWPN, however this is exclusively with prior permission from the KWPN.
25. The DNA sample must meet the quality standards to be set out by the KWPN.

Risk

26. The KWPN makes endeavours to ensure that the completeness, accuracy and up-to-dateness of the data made available to the client are as great as possible. The KWPN takes measures for this purpose with regard to the entering and processing of data and quality control of data and databases.
27. The client is aware of the fact that the genomic breeding value for a specific characteristic of the horse can be estimated as lower than the client had previously thought or expected, and the client knows that the value of the horse may decrease following this and the client accepts this risk.
28. The client knows that a prediction of the potential of an animal can in general contain estimation errors. Therefore, the reliability of the genomic breeding value is provided in addition to the genomic breeding value itself.
29. In the animal breeding sector, including horse breeding, reliabilities of (genomic) breeding values of 30% (useable) up to 80% (high) are normal and accepted.
30. It can occur in exceptional cases that no useable result can be acquired. In that case no result can be provided to the client. It will be decided in consultation with the client whether a new investigation will be conducted. The costs can be (partially) refunded depending on the cause and the outcome of the consultation.

Ownership

31. The material that is collected and saved for the purpose of a DNA test will be the property of the KWPN.
32. The data that is acquired and collected in the context of the DNA test is the property of and will be managed by the KWPN.
33. The client will receive, for personal use, the genomic breeding value and the accompanying reliability for a specific characteristic of the individual horse concerned.

34. The client provides permission to the KWPN to record the acquired data in the horse register and to use this data in accordance with the objective of the KWPN under the articles of association, including the use for breeding, journalistic, historical, statistical, informational and scientific purposes.
35. The data that is recorded during the execution of the DNA test will remain linked to the individual horse. This data will be managed and used by the KWPN for various breeding purposes, including breeding value estimate(s) and selection of horses.
36. All intellectual property rights to all material, data and databases, or knowledge and methods under development, or developed, pursuant to this agreement or otherwise, are exclusively vested in the KWPN.

Quality assurance

37. The objective of the quality assurance is to establish whether the collected samples and data sufficiently meet the quality requirements so as to be recognised.
38. The KWPN has the option to inspect (have inspected) the parentage in the context of the quality assurance.
39. A new DNA sample must be collected if the collected DNA does not meet the quality requirements.
40. The KWPN engages expert laboratories.

Publication

41. It ensues from the objective of the KWPN that for the purpose of and related to the breeding, all horse data with the accompanying personal and company data can be provided and published, unless determined otherwise.
42. The genomic breeding values of approved and acknowledged stallions will be published so that the breeders can use this information when choosing a partner. The client provides express permission for this purpose to the KWPN by means of the assignment.
43. The genomic breeding values of mares and non-approved/non-acknowledged stallions are digitally accessible for the owner/registered party in MijnKWPN and will be exclusively published after receipt of permission in writing from the client.
44. Publication can take place through the internet and/or in printed form.

Complaints

45. The KWPN will fulfil its obligations with the required due care and expertise.
46. Complaints from the client regarding the manner in which the KWPN fulfils its obligations must be reported promptly after noticing, in writing, to the KWPN.
47. In the event of a complaint the KWPN will assess the complaint and if the KWPN finds the complaint justified the KWPN can either proceed with a new execution of the DNA test or with payment of compensation, except for when this liability is excluded: see **liability**.
48. The processing of a complaint does not suspend the payment obligation of the client.
49. The KWPN can request that an independent third party investigates the level of any damage.
50. If requested the client will make all information, that the KWPN or the third party to be appointed by the KWPN requires for the establishing of any damage, available to the KWPN or to the third party referred to, all this subject to forfeiture of the right to complain of the client.
51. Complaints regarding the mode of action of officials of the KWPN fall under the 'Complaints Regulations of the KWPN'.

Exclusion and limitation of liability of the KWPN

52. The KWPN can only be held liable for an attributable failure after the KWPN has been given notice of default promptly, properly and in a detailed manner concerning this. The latter includes inter alia a reasonable period in which to still be able to fulfil the obligation.
53. The KWPN will not be liable for damage caused by the result of the DNA test and breeding value estimate.

Payment

54. All prices are in Euro and excluding VAT unless stated otherwise.
55. The KWPN retains the right to change the prices and rates.
56. Payment must be made through authorisation or, if approved in advance by the KWPN, to a bank account to be designated by the KWPN without any deduction or setoff.
57. The costs must be paid in advance (unless agreed otherwise) within the payment term set out without any reduction or setoff.
58. Legislative changes to the VAT rate will be charged on to the client.
59. The costs of the verification of parentage will be charged additionally.

Disputes and applicable law

60. The legal relationships between the KWPN and the client are exclusively governed by Dutch law.

Force majeure

61. The KWPN will not be bound to the fulfilment of any obligation if this is not reasonably possible for the KWPN resulting from changes arisen, through no fault of the KWPN, in the circumstances existing at the entering into of the agreement.
62. A failure on the part of the KWPN will not be at its expense and risk if this is the result of an infectious illness or government interventions.

Other

63. The processing time depends on the delivery period of the DNA test and the capacity of the laboratory and the calculation time of the breeding values. The processing time can vary from a few weeks to several months.