



Videncenter for
Svineproduktion

Between Landbrug & Fødevarer/
Videncenter for Svineproduktion
(Danish Agriculture & Food Council/
Pig Research Centre)
CBR-no. 25529529
Axelborg, Axeltorv 3
1609 København V
Denmark

(= VSP)

and Owner
Herd
Address
City

(= Herd owner)

- jointly called the Parties – have entered into the following

Agreement on On-Farm Replacement Production with a DanAvl-herd

1.0 Objectives

- 1.1 VSP and the Herd owner have entered into an Agreement on Breeding (in Danish: *Aftale om Avl*) or Agreement on Multiplication. Besides a DanAvl herd, the Herd owner operates one or several Commercial herd(s).
- 1.2 The Herd owner has the right to purchase DanAvl Landrace or DanAvl Yorkshire semen for the production of P-Breeding stock of transfer LY/YL-hybrid females or F2-females in order to produce finishers in any of the Herd owners Holdings.
- 1.3 Words and terms of this Agreement shall be understood as defined in appendix 6.1 a) – unless the contents suggests otherwise.

2.0 Commercial herd(s)

2.1 This Agreement concerns the Holding(s) stated in appendix 6.1 b) and which in the following is described as Commercial herds or single Commercial herd.

2.2 On a monthly basis the Herd owner must report electronically to the VSP the total number of sows in any of the Commercial herds under the conditions stipulated by the VSP.

3.0 Risk and liability

3.1 VSP is liable for any potential consequence of gross negligence or gross remissness to the Herd owner in connection with the VSP's fulfilment of its obligation, however, cf. below.

3.2 Not in any instance the VSP can be made liable for

- a) errors in the index calculations or other breeding information,
- b) errors in the information of parenthood
- c) any economic consequences due to a third party's unauthorised use of breeding data reported by the Herd owner, or breeding data calculated by the VSP.

3.3 VSP cannot be made liable for any loss of profits or any other indirect loss.

4.0 User payments

The Herd owner pays fees and charges stipulated by the VSP for services supplied to the Herd owner according to this Agreement or a separate Agreement, cf. 6.1 c).

5.0 Termination

5.1 This Agreement is automatically terminated upon termination of Agreement on Breeding and / or Agreement on Multiplication.

5.2 VSP can terminate this Agreement in relation to one or several Commercial herds upon a 30 day notice prior to in the event of:

- a) The lack of the payment due for fees and charges.
- b) The Herd owner does not fulfil the obligations according to the conditions stipulated as such.

A violation of this Agreement is considered as a violation of the Herd owner's Agreement on Breeding and / or Agreement on Multiplication.

6.0 Set of Rules

6.1 This Agreement includes the following set of rules (appendix), which, including any alterations or amendments that might be carried out in the future, are an integrated part of this Agreement:

- a) Definitions, cf. 1.3,
- b) The Holding, cf. 2.1,
- c) Fees for production and sales of DanAvl breeding material, cf. 4.0

6.2 The individual set of rules, cf. 6.1, may be altered with a 6 months' notice, or in that way and with that notice stated on the particular set of rules.

6.3 The Herd owner will be noticed of any alterations in writing.

6.4 The individual and current appendices and set of rules can be accessed on www.vsp.lf.dk.

, date /

Copenhagen, date /

On behalf of the Herd owner:

On behalf of VSP:
