

Requirements for registration in the Irish Johne's Control Programme

HERDOWNER COMMITMENTS

1. By registering with the Irish Johne's Control Programme (IJCP) through Animal Health Ireland (AHI), I undertake to:

1.1 Inform myself of the technical requirements of the Programme (see the Programme Technical Manual http://animalhealthireland.ie/?page_id=346) and abide by the instructions to herdowners in that document. My attention has been drawn, in particular, to those relating to the carrying out of on-farm risk assessments and herd and ancillary testing.

1.2 Provide my consent to certain personal data being made available to Animal Health Ireland and the Database Operator (ICBF) to allow for the efficient and effective operation and evaluation of the Programme. These data include, but are not limited to, the following:

- (i) my name and address, herd number and the animal identification and movement information relating to my herd, held on the Animal Identification and Movement System (AIMS) of the Department of Agriculture, Food and the Marine (DAFM).
- (ii) The results of tests carried out for Johne's disease in my herd. This information will be provided to the Database Operator (ICBF) by the laboratory carrying out the testing.
- (iii) The outcomes of on-farm risk assessments (VRAMPs) carried out as part of the Programme.
- (iv) Tuberculosis test date information (last test date and next scheduled test date, if known) relating to my herd, held on the Animal Health Computer System (AHCS) of the DAFM.

Details of the different categories of data users, the data with which they will be provided, and the purposes for which they are provided are given in Schedule 1 or otherwise appear in these Programme Requirements.

1.3 Enable communications with those individuals and organisations supporting the Programme to the minimum extent deemed necessary for the efficient functioning and implementation of the Programme by:

- (i) Nominating an approved veterinary practitioner (AVP) to carry out any on-farm risk assessments that may require to be undertaken in my herd, or to provide me with advice or services relating to any other aspect of the Programme.
- (ii) Authorising AHI and the Database Operator to allow my AVP and veterinary practice to access records on the Programme database relating to my participation in the IJCP. This is to facilitate activities including the carrying out and uploading of on-farm risk assessments, herd investigations, the interpretation of test results and the provision of advice in relation to any aspect of the Programme.

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- (iii) Authorising AHI and, on its behalf, the Programme Database Operator to provide my Herd Number/Identifier to designated laboratories to facilitate the identification of samples for testing and the upload of results to the Database Operator.
- (iv) Authorising AHI and, on its behalf, the Programme Database Operator to inform the milk recording organisation nominated by me (where so nominated) at the time of registration, or subsequently, that I am participating in the Programme and that I plan to submit milk samples for analysis for Johne's disease. This is primarily to assist with the scheduling of testing of milk samples where I have indicated that this is my preferred means of sampling.
- (v) Authorising AHI and, on its behalf, the Programme Database Operator to inform my milk processor that I am participating in the Programme.

Note: this authorisation relates exclusively to your participation in the Programme; your milk processor will not be informed of the results of any tests for Johne's disease carried out in your herd.

1.4 Comply with any conditions that may attach to the components of the Programme for which I receive financial support. In particular (without limiting the foregoing) in relation to Phase One:

- (i) If availing of the financial assistance provided by DAFM towards the cost of herd testing, I undertake to complete an on-farm risk assessment (VRAMP); preferably within the calendar year 2017 and in any event within twelve months of the date on which my herd was registered in the Programme.
- (ii) If availing of the financial assistance provided by my milk processor to meet the cost of a VRAMP, I undertake to carry out a whole-herd test for Johne's disease, in conformance with the Programme Technical Manual, preferably within the calendar year 2017 and in any event within twelve months of the date on which my herd was registered in the Programme. I also undertake to implement, to the best of my ability, the recommendations agreed with the AVP conducting the VRAMP.
- (iii) If availing of the financial assistance provided by DAFM towards the cost of ancillary testing to clarify the status of animals that have given test-positive results on blood or milk samples, I undertake to complete a funded herd investigation (TASAH intervention), in the event the ancillary test confirms the presence of infection in my herd.
- (iv) If availing of the financial assistance provided by DAFM and the European Union through the TASAH (Targeted Advisory Service on Animal Health) Programme, I undertake to comply with the requirements of the herd management plan which I will agree with my AVP.

2. By registering with the IJCP I undertake not to permit the sale of any animal that is deemed to be infected or has a current inconclusive status, in accordance with the definitions provided in the current Technical Manual, except to a licensed slaughter premises or a herd from which animals are exclusively sent to slaughter.

3. By registering with the IJCP I undertake to ensure that the identity of any samples taken by means of 'DIY milk recording' (i.e. where the sampling has not been supervised by an independent third party) are correctly correlated with the national identity tag of the animal from which the sample was taken.

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4. DISCLAIMERS

By registering with the IJCP, I acknowledge, accept, agree and confirm as follows:

- 4.1 To the extent permitted by law that neither AHI nor the Database Operator nor any stakeholder, collaborator, officer, agent, subcontractor or employee of AHI or any member of the JD TWG or the JD IG:
- (i) have any liability or responsibility in respect of any error or omission in connection with the use, processing or publication of any Programme data, or otherwise in connection with the IJCP, or any loss or damage thereby incurred by any person, provided that upon being made aware in writing of any error, AHI shall procure the making good of such error as soon as practically possible and insofar as is within its powers; or
 - (ii) shall be deemed to give any representation or warranty as to the accuracy of any Johne's disease test methods or test results; or
 - (iii) shall have any liability or responsibility in respect of any laboratory or the accuracy of any test methods, test results or reports produced by any laboratory.
- 4.2 That no representation or warranty is given by AHI, the JD TWG or the JD IG or any other person involved in the Programme as to the standing or quality of any laboratory or the accuracy or efficacy of any of the Johne's disease tests proposed for the Programme and that neither AHI nor the JD TWG nor the JD IG nor any other such person shall have any liability or responsibility in respect of any laboratory or the accuracy or efficacy of any tests referred to therein.
- 4.3 That without prejudice to or limitation of the disclaimers herein contained or my acknowledgements or agreements or confirmations herein provided for, in no event will AHI or the JD TWG or the JD IG or any such person as referred to in the first paragraph of this clause have any liability to me for indirect or consequential damages or for damages for loss of profits arising out of or in connection with the IJCP or the implementation thereof, whether in relation to the carrying out of tests, the reporting of test results or otherwise whatsoever.
- 4.4 That neither AHI, the JD TWG, the JD IG nor the Database Operator shall have any liability or responsibility in connection with any of the acts or omissions of any veterinary practitioner, whether in connection with the Programme or services carried out in connection therewith or otherwise.

None of the above limitations shall apply in respect of any matter or claim for loss or damage to the extent (if any) such limitation is prohibited by law or contrary to public policy or which may restrict any mandatory, statutory obligation not lawfully capable of limitation.

I understand that any consent to use of personal data given pursuant to data protection legislation may be withdrawn by me at any time.



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5. DEFINITIONS

In the above provisions the following expressions have the following meanings:

“AHI” means Animal Health Ireland Initiative;

“Database Operator” means ICBF or such database operator as may from time to time be appointed by AHI;

“JD IG” means Johne's Disease Implementation Group;

“JD TWG” means Johne's Disease Technical Working Group;

“Programme” or “programme” means the Irish Johne's Control Programme (IJCP).

Schedule 1 - disclosure and use of data

Categories of data user	Level of access to data on your herd	Purpose of access and/or use
Participating herdowner	All data relating to the participating herdowner's own herd (assuming compliance with the requirements of registration)	All proper and lawful purposes required by the herdowner
JD IG, JD TWG, employees and agents of AHI, employees of the Database Operator	All data relating to all herds participating in the Programme	Information and processing for all purposes in connection with the proper building, use and maintenance of the database and the development, evaluation, promotion and operation of the Programme
Minister for Agriculture, Food and the Marine	All data relating to all herds participating in the Programme	Information and processing for all purposes in connection with the building and maintenance of the IJCP Programme and the support and promotion of the IJCP Programme and such other purposes as may be required or enabled by law
Any other data users, authorised by the relevant participating herdowner	Access to specific data for such purposes and by such data users as may be authorised by the relevant participating herdowner	Information processing for such purposes as may be authorised by the relevant participating herdowner
Access by veterinary practices, authorised by the relevant participating herdowner; other data users	As set out in the foregoing requirements	As set out in the foregoing requirements

