

APPROVAL
PROCESS
for
BOVINE IDENTIFICATION
TAGS

DECEMBER 2023

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I. GENERAL INFORMATION

A. SUMMARY OF APPROVAL PROCESS FOR BOVINE IDENTIFICATION TAGS

1. The Technical specifications of the tags to be approved for supply in Ireland are set out in the attached Annex. The suite of ear tags includes conventional tags, Electronic Tags and, at the option of the tag supplier, tissue sample collection tags (Tissue Tags).
2. Tags submitted for approval will be subjected to appropriate assessment to verify that the tag meets the standards set out in this document.
3. Payment for the Tags will be made directly by Keepers/Operators. The Department will not be liable for any fees, expenses, costs, outlay or liabilities incurred including the non-payment by Keepers/Operators in the delivery of the Services.
4. All Applicants, as part of the application process for approval to supply bovine tags must provide all of the following:
 - (a) Conventional Tags (and applicators);
 - (b) Electronic Tags (and applicators);
 - (b) Individual and pairs of Replacement Tags;
 - (c) Birth Registration Documents; and
 - (d) Written submission of the Applicant's proposal for approval to supply bovine identification tags and services, including an outline of how it proposes to address the service requirements set out in this document.

In addition, Applicants, as part of the application process for approval to supply bovine identification tags, may submit Tissue Tags (and applicators) which provide for a tissue sample suitable for detection of BVD virus and/or genotype (DNA) analysis.

All tags must comply with the requirements set down in this document for an identification tag. Applications for approval to supply bovine Identification Tags should be submitted to:

**Tag Approval Application
Animal Identification and Movement Division
Department of Agriculture, Food and the Marine
Administration Block
Backweston Campus
Celbridge
Co. Kildare
W23 X3PH**

Email aim@agriculture.gov.ie

B. ADVISORY NOTE ON THE SUPPLY OF TISSUE TAGS FOR THE NATIONAL BVD ERADICATION PROGRAMME

- Tag suppliers are reminded of the legal obligation upon owners and keepers/operators of animals to undertake BVD testing of new-born calves using an ear tag that is enabled to take a tissue sample (Regulation 3 of Statutory Instrument 30 of 2017, as amended.) To discharge this legal obligation, owners and keepers/operators of bovines must use either tissue tags or supplementary tags as defined in Regulation 2 of Statutory Instrument 30 of 2017.
- Ear tags must meet the requirements of a tissue tag as set down in SI 30 of 2017 and must also fulfil the requirements of a conventional ear tag as set down in Commission Implementing Regulation (EU) 2021/520, as amended.
- Tag suppliers should note the definition of a “tissue tag” in SI 30 of 2017 as *“an approved tag that includes a robust container that operates in such a manner that when the tag is attached to a bovine, the tag takes a sample from the bovine, seals itself or is sealable in the container without interfering with the integrity of the sample and has marked on it the identification of the bovine.”*
- Alternatively, a “supplementary tag” as defined in SI 30 of 2017, which is not an approved tag but which is capable of taking a sample in the manner set out above, may be used by owners or keepers/operators to fulfil their requirements under SI 30 of 2017.
- Tag suppliers are advised to seek guidance from the national reference laboratory to ensure that tags offered on the market for BVD testing purposes (tissue tags or supplementary tags as defined in SI 30 of 2017) are capable of taking a tissue sample that is suitable for BVD virus detection by both antigen detection ELISA and RT-PCR.

C. OVERVIEW OF BOVINE IDENTIFICATION

The objective of the Irish bovine identification system is to guarantee the safety of beef, beef products and dairy products by the operation of an effective, secure animal identification and tracing system under which each bovine animal is required to maintain the same identity for life in typical Irish conditions. The identification and traceability system has four elements: tagging, bovine passport, on farm bovine herd register and a computerised database called the Animal Identification and Movement System (AIM).

The Irish bovine identification and traceability system is primarily governed by EU law, including:

- Regulation (EU) 2016/429 of the European Parliament and of the Council as regards rules for establishments keeping terrestrial animals and hatcheries, and the traceability of certain kept terrestrial animals and hatching eggs; and
- Commission Delegated Regulation (EU) 2019/2035 of 28 June 2019 supplementing Regulation (EU) 2016/429.
- Commission Implementing Regulation (EU) 2021/520 of 24 March 2021 laying down rules for the application of Regulation (EU) 2016/429 of the European Parliament and of the Council with regard to the traceability of certain kept terrestrial animals.

The relevant national legislation in Irish law is provided under:

- S.I. No. 521 of 2014 Animal Health and Welfare (Bovine Movement) Regulations).
- S.I. No. 591 of 2022, Bovine Identification Regulations 2022.
- S.I. No. 254 of 2023, European Union (Animal Identification and Tracing) Regulations 2023.
- S.I. No. 290 of 2023 Animal Health (Identification and Tracing) Regulations 2023.

This legal basis for the approval system set out in this document is provided under Regulations 9 and 10 of S.I. 591 of 2022, Bovine Identification Regulations 2022 and Regulation 16 of S.I. No. 254 of 2023, European Union (Animal Identification and Tracing) Regulations 2023.

Ireland introduced an approval system for multiple tag vendors in November 2016. Under this system suppliers that meet minimum requirements, will be approved to supply bovine ear tags in Ireland.

As set out in S.I. 591 of 2022, Bovine Identification Regulations 2022, all calves born on or after 23 August 2022 must now be tagged and registered with a tag set, one of which contains an EID chip that matches the number printed on the tag.

D. THE ANIMAL IDENTIFICATION SYSTEM (AIM) AND CORRESPONDING TAG SPECIFICATIONS AND REQUIREMENTS

The purpose of the identification system is to ensure that each animal born in, or imported into, the State:

- a) Is identified securely for life by appropriate tagging arrangements.
- b) Is registered in the manner provided for in EU Regulation 2016/639, Commission Delegated Regulation (EU) 2019/2035, Commission Implementing Regulation (EU) 2021/520 and S.I. No. 591 of 2022, Bovine Identification Regulations 2022.
- c) Any and all subsequent movements and disposal details concerning the animal are recorded onto a central database known as AIM; and
- d) Is fully traceable from birth to ultimate exit by death or export.

The Animal Identification and Movement (AIM) System is a generic animal identification and movement system (database) covering bovines and other species. Tag vendors have access to AIM to process orders from keepers/operators and to notify the details of the tags issued to the keepers/operators. The facilities required for bovine animals are particularly demanding as there is a requirement to register and identify individual animals early in their lives and to record such registration and identification on the AIM database such that identification and registration is completed within a maximum 27 days of birth (identification within 20 days of birth and registration within 7 days of identification). The identification system also comprises a comprehensive movement monitoring system that includes clearance against the AIM database prior to movement from establishment to establishment, both directly and via markets, entry into the human food chain or export and finally recording of the date of death.

An Approved Supplier will be required to provide Calf Birth Registration Documents with each new tag set issued to keepers/operators (i.e. not for Replacement Tags). An Approved Supplier is not required to supply Birth Registration Documents with specific tag sets or in cases where the herd keeper indicates that they do not require them due to online registration. The keeper/operator, as part of the application process for calf birth registrations, where not availing of online registration options, is required to submit completed Calf Birth Registration Documents to the Calf Registration Agency which is responsible for registering all calf births and movements on the AIM system.

The main elements of this system are set down below:

- a. Approximately 2.4 million bovine animals are tagged and registered each year mainly in the Spring/early Summer period in approximately 68,000 breeding herds.

- b. Each Keeper/Operator is obliged to attach two official ear-tags within a maximum period of twenty days following the birth of each animal and in any event before an animal may move off the establishment. These tags will be supplied to Keepers/Operators by an Approved Supplier. The animal must be registered within 7 days of tagging.
- c. As set down in S.I. 591 of 2022 one of the ear tags must contain an electronic device that incorporates the same identification code as printed on the tag.
- d. As required for some Department sanctioned schemes one of the ear tags may be a Tissue Tag suitable for extracting a tissue sample for genotype (DNA) analysis.
- e. One of the ear tags may be a Tissue Tag as part of the national programme for the eradication of Bovine Viral Diarrhoea (BVD).
- f. All tags, both male and female part, must be “Flag Tags”.
- g. Each Tag Set issued to a Keeper/Operator by an Approved Supplier must be accompanied by a corresponding Birth Registration Document as set out in **Appendix 3**. An Approved Supplier is not required to supply Birth Registration Documents with specific tag sets or in cases where the herd keeper indicates that they do not require them due to online registration. A prepaid postage envelope for bulk return of Birth Registration Documents that is pre-addressed to the National Bovine Animal Birth Registration Service, P.O. Box 1997, FREEPOST, West Cork Technology Park, Clonakilty, Co. Cork will be supplied by an Approved Supplier to a Keeper/Operator in respect of each issue of 10 tags or a smaller number of tags.
- h. A Replacement Tag must bear the same unique identification number and barcode as the original Tag and display the logo of the Department. A Replacement Tag must be supplied by an Approved Supplier within 3 days of a request from the Keeper/Operator. However, orders for Replacement Tags indicated as urgent must be issued within two working days of the order being received.

II. TAG SUPPLIER APPROVAL

Definitions

For the purposes of **Sections, A, B and C** below, the following definitions apply:

“Approval” means the grant of approval by the Minister for Agriculture, Food and the Marine for the supply of bovine identification tags, under Regulation 9 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022.

“Approved Supplier” means an operator that has been granted an Approval under Regulation 9 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022.

“Applicant” means an operator that is seeking an Approval under Regulation 9 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022.

“Valid Application” means an application for Approval under Regulation 9 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022, that complies with the information and samples required under **Annex I** set out below.

“supply of bovine identification tags” means the manufacture, sale and/or supply of bovine identification tags, of any description, including applicators and related equipment, carried out by an Approved Supplier.

“Customers” means the operators and/or herdowners, their servants and/or agents, ordering/purchasing Bovine Identification Tags from and Approved Supplier.

“Confidential information” means any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to Customers, the supply of bovine identification tags under the Approval and all and any information supplied or made available to the Approved Supplier for the purposes of the Approval, including personal data within the meaning of the Data Protection Laws;

“Force Majeure Event” means an event or circumstance or combination of events and/or circumstances not within the reasonable control of an Approved Supplier which has the effect of delaying or preventing them from complying with its obligations under their Approval, including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at an Approved Supplier (or Subcontractor or agent) places of business;

“Data” means all Confidential Information, whether in oral or written (including electronic) form, created by or in any way originating from Customers, their servants and/or agents, and all information that is the output of any computer processing, or other electronic manipulation of any information that was created by or in any way originating with the Client provided under this Agreement and includes any Personal Data;

“Data Controller” has the meaning given under the Data Protection Laws;

“Data Processor” has the meaning given under the Data Protection Laws;

“Data Protection Laws” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland;

“Data Subject” has the meaning given under the Data Protection Laws;

“Data Subject Access Request” means a request made by a Data Subject in accordance with rights granted under the Data Protection Laws to access his or her Personal Data;

“Personal Data” has the meaning given under Data Protection Laws;

“Processing” has the meaning given under the Data Protection Laws.

A. APPROVAL APPLICATION REQUIREMENTS

1. In order to become an Approved Supplier, an Applicant must submit a Valid Application (in English).
2. The Minister reserves the right to seek further information from an Applicant, as may be required and requested.
3. In order to avoid delays in the Approval process, Applicants are advised to provide all of the information required for a Valid Application under **Annex I**, by way of a single submission, including the ear tags which are being submitted for approval.
4. Applicants will not be considered for Approval until such time as they submit a Valid Application.

B. DECISION ON APPLICATIONS FOR APPROVAL

1. On receipt of a valid application, the Minister may approve the Applicant as an Approved Supplier if satisfied that the Applicant conforms with the requirements set out under Annex II below, or refuse the application.
2. The Minister shall refuse an application if in his or her opinion—
 - a) the ear-tag does not conform with Annex I and Annex II of Commission Implementing Regulation (EU) 2021/520, as amended.

- b) the result of a test or experience suggests that the ear-tag is not suitable for or durable in Irish conditions.

3. Without prejudice to Paragraph 2, the Minister may refuse an application if—

- a) The applicant does not provide signed undertakings to only supply appropriate numbered official ear tags and that all new tags must be the same price irrespective of order size.
- b) The applicant does not provide suitable tag certification.
- c) The applicant's B2B webservice facility (see Appendix 2 – AIM Interface for Tag Orders) is deemed to not be of sufficient quality to interact with the AIM system.
- d) The Minister is satisfied that the Applicant has failed to comply with the terms and conditions of a previous/existing approval.
- e) The Applicant, and/or its nominated personnel, are not, in the opinion of the Minister, fit and proper parties to be an Approved Supplier.
- f) The Applicant has not provided information required/requested or has furnished information, that in the opinion of the Minister, is false or misleading.

4. Where the Minister proposes to refuse an application for Approval he or she shall—

- a) notify the applicant in writing of the proposed refusal and of the reasons for the proposal, informing the applicant that it may make representations to the Minister in relation to the proposed refusal within 30 days of the date of the notification.
- b) An independent Review Committee (consisting of 3 Senior Department officials) who have had no prior involvement with, and/or no prior role in the assessment of, that specific application, shall consider any representations made to the Minister under **paragraph 4(a)** before deciding whether to proceed with, modify or annul the proposed refusal, and notify the applicant in writing of the decision and the reasons for the decision.

C. TERMS AND CONDITIONS OF APPROVAL

IMPORTANT:

It is the responsibility of Approved Suppliers and/or Applicants to be fully familiar with:

- **Their obligations under; and**
- **The consequences of non-compliance with and/or breaching**

—any of these Terms and Conditions of Approval

1. Obligations of Approved Supplier(s)

- a) An Approved Supplier undertakes to act with due care, skill and diligence in the supply of bovine identification tags and generally in the carrying out of its obligations under these Terms and Conditions of Approval.
- b) An Approved Supplier shall require its servants and/or agents to exercise due care, skill and diligence in the provision of services associated with the supply of bovine identification tags and generally in the carrying out of obligations allocated by the Approved Supplier to its agents under these Terms and Conditions of Approval.
- c) An Approved Supplier shall carry out the supply of bovine identification tags in accordance with these Terms and Conditions of Approval, this entire document, its appended Annexes and Appendices, including any amendments made to same during the term of their approval.
- d) An Approved Supplier shall carry out the supply of bovine identification tags in accordance with good industry practice and comply with all applicable laws including but not limited to all EU and National Legislation relating to bovine identification tags.
- e) An Approved Supplier shall provide the Department with such information, documentation and items, particularly tag samples, that may be required by the Department to assess the continued compliance with applicable requirements under these Terms and Conditions of Approval, at any point during the term of their approval.

2. Confidentiality Requirements

- a) An Approved Supplier shall hold confidential all information, documentation and other material received, provided or obtained by virtue of their Approval to supply

bovine identification tags, ("Confidential Information") and shall not disclose same to any third party except to:

- i. Its professional advisers; or
 - ii. As may be required by law; or
 - iii. As may be necessary to give effect to the terms of their approval; or
 - iv. In the case of a request under Paragraph 7 above, made by or on behalf of the Department.
- b) An Approved Supplier shall ensure that adequate local security arrangements are in place for the access, use and storage of Confidential Information, including the secure storage of all documents, in any format, with a record of all personnel who have access to the documents and/or the premises/IT system, where they are stored.

3. Force Majeure

- a) In the event of any failure, interruption or delay in the supply of bovine identification tags by an Approved Supplier resulting from any Force Majeure Event, the Approved Supplier shall immediately (within 24 Hours) notify the Department in writing specifying:
- i. the nature of the Force Majeure Event;
 - ii. the anticipated delay in the supply of bovine identification tags;
 - iii. the action proposed to minimise the impact of the Force Majeure Event;

—and the Approved Supplier shall not be in breach of these Terms and Conditions of Approval; provided always that the Approved Supplier shall use all reasonable efforts to minimise the effects of the same and shall resume the supply of bovine identification tags as soon as reasonably possible after the removal of the cause.

If the Force Majeure Event continues for 10 calendar days, the Minister may revoke the Approval.

4. Approval management obligations:

An Approved Supplier shall:

- a) Immediately report (within 24 hours) any matter to the Department which might affect the supply of bovine identification tags and/or its compliance with these Terms and Conditions of Approval, including, but not limited to:
- Any possible issues identified relating to tag security, quality printing, writing to the electronic chip or any other issue that could compromise the bovine traceability system; and

- Any theft, security breaches or security concerns to the Department within 24 hours of it coming to the Approved Supplier's attention.
- b) Maintain such records and comply with such reporting arrangements and protocols as required by the Department from time to time; and
 - c) Comply with all reasonable directions of the Department;
 - d) Permit the Department, or its authorised representatives, to enter and inspect their premises, lands and facilities (or such part or parts thereof relating solely to their Approval) with due access to relevant personnel and records upon reasonable notice in writing to ensure compliance with these Terms and Conditions of Approval. The Approved Supplier shall comply with all reasonable directions of the Department thereby arising. The cost of inspection may be borne by the Approved Supplier.

5. Data Protection

An Approved Supplier shall comply with all data protection legislation and the Department's data protection policy, including the following conditions:

- a) For the purposes of the Data Protection Laws, an Approved Supplier is the Data Controller in respect of Data which is Personal Data.
- b) An Approved Supplier shall ensure, in relation to any Personal Data processed in connection with its Approval that they:-
 - Process that Personal Data only for the purposes of discharging their obligations under their Approval.
 - Have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
 - Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - Do not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained.
- c) An Approved Supplier shall without undue delay report in writing to the Department any data compromise involving Personal Data, or any circumstances that could have resulted in unauthorised access to or disclosure of Personal Data.

- d) An Approved Supplier shall take all reasonable precautions to preserve the integrity of any Personal Data which it processes and to prevent any corruption or loss of such Personal Data; and

Ensure that a back-up copy of any and all such Personal Data is made daily and this copy is recorded on media from which the data can be reloaded if there is any corruption or loss of the data.

6. Term of Approval

The “Term of Approval” is 3 years from the date of grant of approval, or, such longer period as may be determined by the Minister.

- a) Approval in accordance with this standard shall be valid during the period referred to in the preceding paragraph provided that all of the Terms and Conditions of Approval continue to be met and an Approved Supplier retains a capability to deliver the service to keepers/operators in line with the Terms and Conditions of Approval or new requirements provided for in new EU legislation.
- b) An Approved Supplier may be requested to confirm that they are conforming to the Terms and Conditions of Approval and supply relevant details in order to maintain the Approval.
- c) The Department of Agriculture, Food and the Marine reserves the right to conduct periodic audits to establish compliance with the Terms and Conditions of Approval. This will include a minimum of 1 site visit per annum.

The obligations under Paragraphs 2 and 5 above, insofar as they extend to the rights of the Customer, shall survive the expiration of the Term of Approval and/or the termination of the Approval for any reason.

An Approved Supplier shall remain tax compliant and remain solvent for the duration their Term of Approval.

7. Breach(es) of these Terms and Conditions of Approval

- a) If an Approved Supplier has breached any of these Terms and Conditions of Approval:
 - i. The Minister may suspend or revoke their Approval; and/or
 - ii. The Minister may direct an Approved Supplier to take such measures that are necessary and reasonable to ensure that the breach(es) is rectified.

- iii. The Minister may maintain a record of all confirmed breaches of Terms and Conditions of Approval by an Approved Supplier and may have regard to same when:
 - Addressing any subsequent breach(es) by that Approved Supplier;
 - Considering an application for Approval by that Supplier.
- b) Without prejudice to the generality of Paragraph 7(a), the Minister considers the following to be serious breaches of these Terms and Conditions of Approval:
 - i. Selling and/or supplying bovine identification tags that are not approved by the Minister, including tags that have been modified without approval, and are not listed on the Minister's notification of approval.
 - ii. Selling and/or supplying bovine tags approved by the Minister that contain tag numbers that do not directly correspond to the numbering sequence provided by the AIM system, including duplicate tags and the EID chip numbers.
 - iii. Maintaining an inadequate B2B webservice facility to interact with the AIM system.
 - iv. Any type of selling and/or marketing of tags based on a price that lowers per unit/tag set as the quantity of the order increases.
 - v. Failure to process and deliver new and replacement tags to keepers/operators within the time frames outlined in this Approval document.
 - vi. Non-compliance with existing EU and National Legislation relating to bovine identification tags.
 - vii. An Approved Supplier is not tax compliant and/or is insolvent.
 - viii. Non-compliance with reporting requirements in particular under paragraph 3 (Force Majeure), paragraph 4 (Approval Management Obligations) and paragraph 5 (Data Protection).
 - ix. Non-compliance with a direction under Paragraph 4 (Approval Management Obligations).
 - x. Persistent and/or repeated breaches of any of these Terms and Conditions of Approval
- c) The Minister may revoke an Approval if an Approved Supplier has committed a serious breach of these Terms and Conditions of Approval.

- d) The Minister may suspend an Approval if an Approved Supplier has committed a breach of these Terms and Conditions of Approval, for a period of up to 12 months or for a lesser period as determined by the Minister.
- e) The suspension or revocation of an Approval may be published if deemed appropriate by the Minister.
- f) The Minister may recover, in full, the costs incurred (salary plus travel and subsistence) in cases where the Department considers that it is necessary to carry out inspections or site visits as a consequence of non-compliance(s) with the terms and conditions of approval.
- g) An Approval may also be revoked where there are substantial changes to European or domestic law which justify alteration of the current Terms and Conditions of Approval.
- h) In the case of a revocation or suspension of Approval under paragraphs 10(c) or 10(d), the Minister shall provide a notice period of up to 3 months, from the date of notification of revocation of Approval, from which the Approved Supplier must suspend or cease the production and supply of official bovine identification tags to keepers/operators.
- i) Where the Minister proposes to revoke or suspend an Approval, he or she shall—
 - i. Notify the Approved Supplier in writing of the proposed measure and of the reasons for that proposal and that the Approved Supplier may make representations to the Minister in relation to same within 30 days of the date of the notification,
 - ii. An independent Review Committee (consisting of 3 Senior Department officials) who have had no prior involvement with, and/or no prior role in the any process resulting in, the decision to notify the Approved Supplier of the proposed measure concerned, shall consider any representations made to the Minister under paragraph 8(i) i. before deciding whether to proceed with, modify or annul the sanction, and notify the applicant in writing of the decision and the reasons for the decision.

ANNEX I

1. Business details and project plan

- Name, postal address, telephone number and e-mail address of Applicant and nominated contact personnel to whom all communications shall be directed.
- Name, address, telephone number and e-mail address of any third parties involved in the application.
- Demonstration of understanding of the Minister's requirements in a project plan for delivery of the service.

Provide a project plan for delivery of the service setting out at least the following information:

- the categories of activities to be undertaken; and
- the arrangements for management of the project.

2. Arrangements for processing Tag orders

Applicants are required to include with their application a description of the methodology for delivery of the service including:

- Arrangements for processing orders for Tags from Keepers/Operators, including online ordering systems and user friendliness of the systems.
- Fulfilling orders, including sourcing of Tags, delivery of orders (Tags and Birth Registration Documents).
- Accounting arrangements, including recording payments for Tags issued.
- Calculating the amount due to ICBF and transfer of the funds to ICBF (in this regard see Appendix 4 - Framework Document Covering the Workings of the ICBF Contribution from Tag Supply Companies).

3. Helpdesk for responding to farmer requests and queries

Applicants are referred to paragraph 16 of Annex II. The telephone help desk must be available at a minimum between the hours of 09:00 to 17:00 hours daily except bank holidays, public holidays and weekends. Applicants should describe their arrangements for the help

desk service including any arrangements for requests received out of hours or at weekends, electronically and any additional features. An Approved Supplier shall not use in the operation of the Helpdesk facility any arrangements that incur additional cost to Keepers/Operators including premium phone numbers.

4. Security of Premises

Applicants are required to provide evidence that they have secure premises to conduct all the operations of a bovine tag supplier, including storage of tags, information on applications, IT and printing facilities.

5. Arrangements for document storage and retrieval and measures to ensure confidentiality and protection of data

The Department may require certain documents at short notice. Applicants are required to provide details of their document storage and retrieval systems. Applicants are required to store documents securely for up to 7 years. Applicants are requested to provide a description of their proposed secure arrangements for recording personal details of Keepers/Operators, including payment arrangements and the measures to be taken. This is to ensure there is no risk of unauthorised access to or use of any of the information received or stored by an Approved Supplier relating to Keepers/Operators and the Department.

6. Arrangements for management of the relationship with herd keepers/operators

Applicants must include with their application a description of their arrangements for management of the relationship with keepers/operators, including an after sales service.

7. Arrangements for the Business Continuity Plan including arrangements for dealing with unforeseen events

It is essential that Tags requested are supplied to keepers/operators in a timely fashion and Applicants should be aware that any interruption to service can have a significant negative impact on the integrity of the animal identification system and on the freedom of Keepers/Operators to move animals. Applicants must include in their application a description of how they propose to deal with unforeseen events such as disruption in the supply of tags, industrial action, postal interruptions, electricity and IT breakdowns and their contingency arrangements.

8. Applicants must also submit:

- a) Details of verified loss rates of less than 7% by an internationally recognised body in accordance with paragraph 9 of Annex II.
- b) Copies of certification and validation as outlined in paragraph 1 of Annex II.
- c) Proof that they are in good financial standing, supported by a current bank reference, Profit and Loss Accounts and Balance Sheets for the last 3 financial years or provide other evidence of financial standing and a current tax compliance certificate.
- d) Details of the company proposed B2B webservice facility to interact with the AIM system as set out in paragraph 10 of Annex II and Appendix 2 – AIM Interface for Tag Orders.
- e) A signed undertaking to only supply only official ear tags to keepers/operators that correspond to the numbering sequence (visual and electronic) provided by the AIM system (see Appendix 6).
- f) A signed undertaking that all new tags must be the same price irrespective of order size (see Appendix 6).

The Department of Agriculture, Food and the Marine will conduct a site visit as part of the approval process.

9. Applicants must submit the following with their application for testing/inspection

- **200 samples** of the Conventional Tag taken at random from various production batches.
- **200 samples** of the Electronic Tag taken at random from various production batches.
- **8 samples** of the packaging proposed per type of tag.
- **5 samples** of each applicator for each type of tag including instructions.
- **10 samples** of the proposed Birth Registration Document; and

The above tag samples must be submitted using the numbering format set out in paragraph 5.1 of the Annex and include the Department logo.

Where an Applicant is seeking approval of a Tissue Tag as an official identification tag, the Applicant must also submit with their application 200 samples of the Tissue Tag suitable for BVD and 200 sample of the Tissue Tag suitable for genotyping (DNA) and applicators taken at random from various production batches.

If an Applicant is seeking approval for a Tissue Tag which also contains an electronic component (EID) 200 samples of the tag must also be submitted with the application. The tags will be tested to ensure that they comply with the requirements as set down in this document for an identification tag (paragraphs 1, 2, 3 and 4 of Annex II as appropriate).

ANNEX II

1. CONVENTIONAL TAG

- 1.1. Tag Sets to be used in the Irish bovine identification system must include two identification tags as required by Commission Delegated Regulation (EU) 2019/2035 and Commission Implementing Regulation (EU) 2021/520, as amended.
- 1.2. At present the requirements for an identification tag (referred to in these documents as a Conventional Tag) are those set out in this paragraph. Tags to be provided must meet the specifications set out in this document.
- 1.3. CONVENTIONAL TAGS -
 - a. Must comply with the requirements of Commission Delegated Regulation (EU) 2019/2035 and Commission Implementing Regulation (EU) 2021/520, as amended and be applied in each ear of the bovine animal.
 - b. Must be made of good quality flexible durable plastic with visually rounded edges and be yellow in colour.
 - c. The dimensions of the tags shall have a minimum length of 45mm and a minimum width of 55mm. The distance between the innermost faces of the male and female parts when sealed must not be less than 7mm.
 - d. The characters on the tags shall have a minimum height of 5mm.
 - e. The last 5 digits of the numbering format must be printed on the bottom line of the tag.
 - f. Data on both tags must be matching and must be printed permanently on the outside surfaces of both the “male” and “female” parts of the tag in black.
 - g. Must meet the numbering format as set out in paragraph 5.1 of this Annex.
 - h. Must be tamper proof and not re-usable.
 - i. Must be easily read in field conditions and remain legible during the lifetime of the bovine animal.
 - j. Must be easily attached to the bovine animal’s ear, be suitable for use on the newborn calf, remain securely on the bovine animal without compromising its welfare and be capable of lasting the lifetime of the typical breeding animal.

- k. Must be supplied to Keepers/Operators in sets (except for individual Replacement Tags). Each tag of the set will bear the same unique identification number and barcode. The barcode must be displayed on the male part of the tags only in code 128 format. The barcode must be clearly printed and easily readable by a barcode scanner.
- l. Display the logo of the Department.
- m. Must have a loss rate of less than 7% as calculated in accordance with paragraph 9 of this Annex.
- n. Made of non-degradable material.
- o. Easily removable from the food chain.

- 1.4. While the suitability of the ear tags presented for approval will be assessed by the Minister, Applicants must submit for approval:

Certification for each Tag that demonstrates the Tag satisfies the specification set out in Appendix 1 issued by the Centre for Industrial Services and Design (CISD) – Contract Analytical Services, East Campus Hub, Athlone Institute of Technology, Dublin Road, Athlone, Co. Westmeath.

OR

Certification for each Tag that demonstrates the Tag specification is at least equivalent to the individual specification set out in **Appendix 1** provided any such certification includes proof that the specification complies with:

- a. Relevant standards for products lawfully manufactured in another EU Member State, Turkey or an EFTA state; and
 - b. Relevant standards for products lawfully marketed in another EU Member State or in Turkey (i.e. copy of PAS44 certification, ICAR certification or equivalent certification).
- 1.5. The Applicant should supply relevant information sufficient to confirm that the certification is at least equivalent to the specification as set out in **Appendix 1**. In the event that the Minister is not satisfied that the certification in question is equivalent, he or she shall explain the reasons for that conclusion in correspondence to the Applicant and the Applicant may respond thereto, following which response will be considered by the Minister.

2. ELECTRONIC (EID) TAG

- 2.1 In accordance with Article 38 of Commission Delegated Regulation (EU) 2019/2035 keepers/operators may replace one conventional ear tag with an electronic identifier (EID) approved by the competent authority. The EID tag must meet all the requirements of Commission Delegated Regulation (EU) 2019/2035, Commission Implementing Regulation (EU) 2021/520, as amended and paragraph 1 above. As set out in S.I. 591 of 2022, Bovine Identification Regulations 2022, all calves born on or after 23 August 2022 must now be tagged and registered with a tag set, one of which contains an EID chip that matches the number printed on the tag.

As set out in Annex 2 of Commission Implementing Regulation (EU) 2021/520 and Regulation 10 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022 the EID tag must include a read-only, passive transponders applying HDX technology, tested with favourable results with respect to conformance with ISO standards 11784 and 11785. The EID tag must be readable by devices complying with ISO standard 11785 and capable of reading HDX-B transponders at a minimum distance of 12cm with a portable reader and 80cm with a stationary reader. Certification must be provided to demonstrate this.

In addition to the tag specifications set out in paragraph 1.3 above, and in order to make EID tags easily identifiable, EID tags must:

- consist of a yellow male part and white female part.
- Consist of a white male part and white female part.

- 2.2 As set down in S.I. 591 of 2022 one of the ear tags must contain an electronic component that incorporates the same identification number as printed on the tag. This number will be provided via webservice by the AIM system.

3. TISSUE TAG

- 3.1 At a national level, the compulsory Bovine Viral Diarrhea (BVD) eradication programme requires a tissue sample to be taken from the ear of every calf in the State and tested for evidence of BVD. The legislation governing the BVD eradication programme is S.I. No. 30 of 2017 (the Bovine Viral Diarrhoea Regulations 2017).
- 3.2 At a national level, the National Genotyping Programme (NGP) operated by the Irish Cattle Breeding Federation (ICBF) requires a tissue sample to be taken from the ear of every calf participating in NGP for genotype (DNA) analysis.
- 3.3 Applicants may provide a Tissue Tag capable of providing a sample for BVD detection and/or a Tissue Tag capable of providing a sample for genotype (DNA) analysis.

3.4 The requirements regarding use of Tissue Tags and volume of Tissue Tags required by keepers/operators may change.

- a. All Tissue Tags must combine all the features of Conventional and/or Electronic Tags.
- b. For BVD Tissue Tags they must have the capability to take a sample that is suitable for BVD virus detection (viral antigen detection by enzyme-linked immunosorbent assay or ELISA and viral RNA detection by reverse transcriptase polymerase chain reaction or RT-PCR). The Department/Minister will carry out tests to ensure that Tissue Tags are fit for this purpose.
- c. For DNA Tissue Tags they must have the capability to take a sample that is suitable for genotype (DNA) analysis. The Department/Minister will carry out tests to ensure that Tissue Tags are fit for this purpose.
- d. All Tissue Tags must provide a sample container that is numbered and barcoded with the same number and barcode as appears on the Tag. In order to make them easily identifiable the sample container must be clear/white for BVD and pink for DNA analysis.
- e. All Tissue Tag sample containers must be secure and maintain the integrity of the sample for a minimum of 35 days without freezing.
- f. All Tissue Tag sample containers and the packaging for the Tissue Tag sample containers must be sufficiently robust to survive the normal stresses of on farm sampling, handling and postage. The sample must be contained / packaged in such a manner that the sample must be easily processed and capable of being accurately tested for the presence of BVD virus and/or genotype (DNA) analysis at an approved laboratory. The sample container should retain clear identification throughout as outlined in 3.4(d).
- g. All Tissue Tags must be easy to use for the taking of samples in the field. Clear instructions must be provided for keepers/operators to explain how to collect tissue samples and the methodology to transfer tissue samples from the farm to the laboratory.
- h. The Applicant must provide verification, as per the requirement specified in paragraph 3.3(b) above, from at least two laboratories approved by the Department, for BVD analysis confirming that each laboratory is capable of handling the tissue sample such that it can be processed for the presence of BVD in a manner that would ensure sample traceability, minimise the risk of cross-contamination and provide

sufficient confidence in the test results obtained in both laboratories. In addition, Applicants must provide verification that these laboratories are capable of handling the number of tissue samples arising from the number of Tissue Tags which the Applicant expects to supply.

4. TAG STANDARDS - MINIMUM TECHNICAL REQUIREMENTS

All Tags must meet the specification set out in this paragraph, Annex 2 of Commission Implementing Regulation (EU) 2021/520 and Regulation 10 of S.I. No. 591 of 2022, Bovine Identification Regulations 2022.

- 4.1 All ear tags must have the characteristics set down below. These characteristics will ensure that no ear tag may be removed or replaced without the permission of the Competent Authority as set out in Article 18 of Commission Implementing Regulation (EU) 2021/520, as amended.
- a. Have a secure male and female locking mechanism.
 - b. Not be capable of being easily rolled (evidence has shown that tags that are easily rolled are easier to tamper with).
 - c. Be resistant to being pulled/pushed/prised apart or modified, irrespective of temperature and conditions (other than in those conditions as set out in test 7 of Appendix 1).
 - d. Not be capable of recoupling if separated as per c. above without showing visual evidence.
 - e. Male stem must be sufficiently robust to withstand interference, and if interference were to occur, that evidence will be visible.
 - f. Show visual evidence of attempt to tamper or otherwise compromise the tag.
- 4.2 In the context of paragraph 1 of this Annex, tags will be tested and examined in a uniform manner to assess security and technical qualities in the context of supporting a quality, effective, traceable and secure bovine animal identification system.
- 4.3 Following the completion of the tests and examinations only those Tags that achieve the specification will be authorised for use.

5. TAG NUMBERING SYSTEM – MINIMUM SPECIFICATION

5.1 *Tags issued from 01/11/ 2016*

The ear tag code in respect of all tags issued from 1 November 2016, including replacement tags for these tags, will be constructed in accordance with the What You See Is What You Get (WYSIWYG) numbering format as set down below:

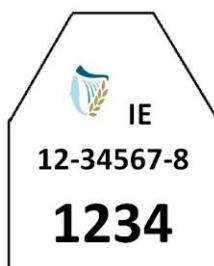
- (i) The numbers 372 (the number indicating that Ireland is the country of origin of the animal); and
- (ii) Twelve (12) numeric characters of which:
 - The first two (2) cover the bovine range
 - The next five (5) provide for the designator assigned to the herd
 - One (1) numeric character being a check digit and four (4) numbers to identify the animal.



5.2 Tags issued between 01/01/1999 and 01/11/2016

The ear tag of bovine animals born in the State from 01/01/1999 are identified bearing the tag construction as detailed below.

- (i) The letters IE (the code indicating that Ireland is the country of origin of the animal); and
- (ii) Twelve (12) numeric characters of which:
 - the first two (2) numbers pertained to the administrative area of the initial birth holding,
 - The next five (5) numbers pertained to the individual identification of the initial birth holding,
 - One numeric character being a check digit, and
 - Four (4) numbers to identify the animal.



5.3 Tags issued between 01/01/1996 and 31/12/1998

A small number of animals (approximately 2,000 animals) born after 01/01/1996 are still alive and are registered with tags constructed as follows:

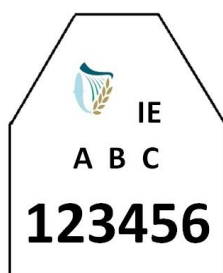
- (i) The letters IE (the code indicating that Ireland is the country of origin of the animal);
- (ii) A 4 alphabetic character herd identifier;
- (iii) A 4 numeric character animal number; and
- (iv) An alphabetic check letter.



5.4 Animals born prior to 01/01/1996

A small number of animals born prior to 01/01/1996 are still alive (approx. 450 animals) and are registered bearing tags constructed with 3 alpha and 5 digits plus a check digit as set down below:

- (i) 3 alphabetic letters; and
- (ii) 5 numerics; and
- (iii) 1 check digit.



5.5 Animals imported from other EU Member States

The ear tags in respect of animals imported from other Member States will vary but will mainly comprise of two alphas (country code) and not more than 12 numerics.

5.6 Animals imported from outside the EU

The ear tags in respect of animals imported from outside the EU will be assigned a new unique identification number constructed in a manner similar to that described at 5.1 above.

6. TAG APPLICATORS

6.1 Applicants must submit the types of applicators suitable for use with each tag submitted.

6.2 Every applicator issued to a Keeper/Operator must be accompanied with clear instructions on its use with Tags.

6.3 The applicator to be supplied must not require significant force or manipulation to affix the tag to the ear. It must be easy to use, be robust, work effectively with the tag and affix the tag permanently.

6.4 Applicants should note that the emphasis is on the minimum number of applicators to be used at farm level.

6.5 The Minister will assess the tag applicators to establish they are fit for purpose.

7. INFORMATION/INSTRUCTION LEAFLET


7.1 Every tag order issued to a Keeper/Operator must be accompanied with an information/instruction leaflet.

7.2 The leaflet must be clear, easy to follow, in the English language and cover the following issues:

- a. Use of applicators;
- b. Method of insertion of the tags;
- c. Period within which the tags must be inserted;
- d. How to obtain additional tags;
- e. How to obtain replacement tags;
- f. How to obtain replacement parts for the applicator;
- g. Registration process of animals; and
- h. Contact information for the Helpdesk.

8. REPLACEMENT TAGS

An Approved Supplier must, as a condition for approval for the supply of tags, respect the no minimum order condition as replacement tags may be just a single tag.

Under the identification system, Keepers/Operators are required to immediately replace any tags which fall out. An Approved Supplier must issue Replacement Tags to the Keeper/Operator with the same unique identification number and barcode as on the original tag and display the logo of this Department. The Replacement Tag should bear a prescribed mark in the form of an “R” in a circle (i.e. ) indicating it is a replacement ear tag.

Replacement Tags must be issued to the Keeper/Operator within three working days of receipt of a valid order. However, orders for Replacement Tags indicated as urgent must be issued within two working days on foot of the order being received.

Replacement Tags:

- One Conventional Tag
- Pair of Conventional Tags
- EID Tag
- EID and Conventional Tag set

Replacement EID tags

- For tag numbers with the prefix 372: AIM will provide the number to be written into the chip and the animal number must be printed on a white EID tag.
- For tag numbers with the prefix IE and imported tags: AIM will not provide the number to be written to the chip and the animal number must be printed on a yellow EID tag.

9. LOW LOSS RATE – CONVENTIONAL TAGS

For a conventional tag to be approved, the annual loss rate must not exceed 7% in the equivalent of the Irish bovine system having regard to the system of rearing, grazing, housing, fencing, restraining, transport, hedgerows and feeding systems and conditions that are routinely encountered in Ireland.

The annual loss rate for tags in current use in Member States, must be calculated for animals tagged and alive for a full calendar year. The methodology for the calculations and the raw data on which the calculations were based must be provided.

Applicants must provide tag loss rates verified by an internationally recognised body such as a competent authority, a research institution, ICAR or a standards accreditation agency.

In order to evaluate loss rates at all times of the year, the tag loss rate should be calculated on the basis of bovine animals alive for a full calendar year. The calculation must be based upon a statistically robust sample of such a population, with a 95% confidence level in accordance with internationally recognised standards in an environment equivalent to the Irish bovine system and production conditions. The numerator is to be the number of replacement tags issued in respect of the cohort of animals making up the denominator. The denominator figure is the number of animals in the sample population multiplied by two – reflecting that each animal requires two tags.

With regard to tags not in current use and thus with no verified tag loss rates, Applicants should provide certified field trial results, again taking into account conditions equivalent to Irish bovine system and production conditions.

The Minister reserves the right to conduct an assessment of the tag loss rates provided by Applicants in order to verify that the information given is statistically robust and in accordance with internationally recognised standards and the environment from which the loss rates are provided are the equivalent of the Irish bovine system.

The Minister may remove approval of an Approved Supplier if the tag loss rate for the Conventional Tag exceeds 7%.

10. SERVICES

10.1 Overview of Service requirements

The supply and distribution of Bovine Identification Tags and Calf Birth Registration Documents is required to implement Commission Delegated Regulation (EU) 2019/2035, Commission Implementing Regulation (EU) 2021/429, S.I. No. 591 of 2022, Bovine Identification Regulations 2022 and S.I. No. 290 of 2023 Animal Health (Identification and Tracing) Regulations 2023.

An Approved Supplier must:

- a. Process all Tag orders they receive, with no minimum tag order requirement by using an AIM business to business (B2B) facility which allows companies to record new and Replacement Tag order details on their own system(s) and to interact with the Minister's facility over the internet using webservices.

(Further details of the online system and AIM B2B facility are contained in **Appendix 2 – AIM Interface for Tag Orders**).

- b. Supply to Keepers/Operators
 - (i) Tag Sets as required (within the time frame set out in paragraph 11.10 of this Annex) including applicators for application in the ears of bovine animals.
 - (ii) Replacement Tags as required (within the time frame set out in paragraph 11.11 of this Annex).
- c. Print and supply to Keepers/Operators a Calf Birth Registration Document with each Tag Set distributed. An Approved Supplier is not required to supply Birth Registration Documents with specific tag sets or in cases where the herd keeper indicates that they do not require them due to online registration.
- d. Distribute Replacement Tags as required.
- e. Distribute tag applicators when and where required.
- f. Operate a helpdesk facility for Keepers/Operators as required by paragraph 16 of this Annex.
- g. Manage the Services required to ensure that there is effective communications with the Minister.

- h. Provide the Minister with the information, records and reports referred to in paragraph 18 of this Annex.

11. TAG ORDERING PROCESS

- 11.1 An Approved Supplier may provide to Keepers/Operators both a paper format and an electronic format for ordering tags.
- 11.2 The format and content of the Tag Order Form must be agreed annually with the Minister before any form can be issued to Herd Keepers/Operators.
- 11.3 The Tags will be ordered by and paid for directly by the Keepers/Operators.
- 11.4 Tags must be supplied directly to Keepers/Operators on the basis of **confirmed “proof of delivery”** in respect of new Tag orders and must be recorded by an Approved Supplier on the AIM system. A “confirmed proof of delivery system” requires tags to be posted to keepers/operators at their AIM registered address in a manner whereby the keeper/operator is required to sign a receipt on delivery of the tags.
- 11.5 A “proof of delivery” system is not required in respect of Replacement Tags, except where a Keeper/Operator claims that the original Replacement Tag order did not arrive and a second Replacement Tag has to be issued.
- 11.6 The ordering system must record at least the following information:
 - (i) an order received including herd keeper/operator details, date of order, number of tags ordered and;
 - (ii) the appropriate numbers (e.g. unique animal identifier) from AIM.

The ordering system must be capable of tracking the order through the process for both Tag and Birth Registration Document and be capable of generating reports required by the Minister.

- 11.7 An Approved Supplier must establish an electronic/web-based tag ordering and payment facility for Keepers/Operators that wish to order online and any such facility must be approved by the Minister.
- 11.8 An Approved Supplier must issue Tags to the name and address provided by the AIM System. Each new Tag Set issued to a Keeper/Operator shall be accompanied by a

corresponding Birth Registration Document. An Approved Supplier is not required to supply Birth Registration Documents with specific tag sets or in cases where the herd keeper indicates that they do not require them due to online registration. Keepers/Operators are prohibited from collecting Tags and Registration Documents directly or indirectly from an Approved Supplier.

11.9 An Approved Supplier must on a daily basis provide to the Department's AIM system the following details for each tag order:

- a. Order dispatch/issue date; and
- b. Proof of delivery reference number.

11.10 All new Tags must be issued to Keepers/Operators within 15 working days of a valid order being received from the Keeper/Operator.

11.11 Replacement Tags must be issued within 3 working days of receipt of a valid order. However, orders for Replacement Tags indicated as urgent must be issued within two working days of the order being received.

11.12 An Approved Supplier must supply Keepers/Operators with a receipt for tag purchases outlining all of the costs involved as well as the VAT amounts involved.

12. ORDER SIZE AND PRICING

An Approved Supplier is not permitted to set a minimum order for supply of new tag sets or replacement tags. An Approved Supplier cannot charge more for new or replacement tags, regardless of order size, than that displayed on the company's website. The Department guidelines to herd keepers/operators facilitate the ordering of tag sets commensurate to the number of breeding females in their herds. Therefore, Approved Tag Suppliers must include a prominent message on their website and order form informing herd keepers/operators that "DAFM recommends that you only order a quantity of tags needed for 1 year".

Bovine Tag Threshold

In July 2020, in compliance with Article 1(5) of Commission Regulation (EC) No 911/2004 the Minister implemented an annual bovine tag threshold for herd keepers/operators ordering bovine identification tags. The tag threshold is based on the average number of calves registered in the herd in the previous three years. Herd Keepers/Operators can view their tag thresholds on their AIM profiles. Herd keepers/operators who require an increased tag threshold can contact Animal Identification and Movement Division.

13. PACKAGING

The cardboard box containing the tags must be of water-resistant quality and be sufficiently robust to withstand normal wear and tear in the farm environment and during postage. Tags should be presented to minimise the risk of cross application of tags bearing different numbers.

14. ISSUE OF TAGS

Tags shall be issued in boxes not exceeding 20 tag sets.

15. ISSUE OF BIRTH REGISTRATION DOCUMENT

- 15.1 An Approved Supplier will be required to print the Birth Registration Document if requested to do so by their customer and forward it to the keeper/operator with the tags. An Approved Supplier is not required to supply Birth Registration Documents with specific tag sets or in cases where the herd keeper indicates that they do not require them due to online registration.
- 15.2 Each Tag Set issued to a keeper/operator by an Approved Supplier must, where required, be accompanied by a corresponding Birth Registration Document as set out in **Appendix 3**.
- 15.3 The characters (including barcode) as displayed on the Birth Registration Document must be clear, distinct and not be capable of being easily defaced or altered.
- 15.4 A prepaid postage envelope for bulk return of Birth Registration Documents that is pre-addressed to the National Bovine Animal Birth Registration Service, P.O. Box 1997, FREEPOST, West Cork Technology Park, Clonakilty, Co. Cork is supplied to a keeper/operator in respect of each issue of 10 tags or a smaller number of tags.
- 15.5 The Birth Registration Document must be of good quality, cardboard type paper, of sufficient stiffness to enable it to be used as a postcard. The Birth Registration Document should be at least 180gsm and measure 18x11cm. The Birth Registration Document must contain the unique ear tag number including the 372 country code in pre-printed format and a barcode in Code 39 barcode format excluding the 372 country code.

- 15.6 The format of the Birth Registration Document will be agreed with the Minister annually. The Birth Registration Document will be tested by the Birth Registration Agency to ensure the fields are in the correct location for data capture scanning.

16. HELPDESK FACILITY

- 16.1 An Approved Supplier must provide a telephone helpdesk service for Keepers/Operators.
- 16.2 The Helpdesk must operate at a minimum between the hours of 09:00 to 17:00 Monday to Friday inclusive each week of the year with the exception of bank and public holidays. All staff employed by an Approved Supplier in the provision of this element of the Services must be fluent in the English language. An Approved Supplier shall not use in the operation of the Helpdesk facility any arrangements that incur an additional cost to Keepers/Operators including premium phone numbers.
- 16.3 An Approved Supplier must take all reasonable steps to address all relevant issues raised by Keepers/Operators.

17. ICBF CONTRIBUTION

A Framework Document Covering the Workings of the ICBF Contribution from Tag Supply Companies is attached at **Appendix 4**.

In an arrangement brokered by the Department of Agriculture, Food and the Marine, all approved Tag suppliers have agreed to make a contribution to ICBF to the amount of €0.38 (including VAT) on all new sets of tags sold. This arrangement commenced on 1 November 2017.

18. MANAGEMENT ARRANGEMENTS INCLUDING RECORD KEEPING AND BUSINESS CONTINUITY PLAN

- 18.1 The effective interlinking of Keepers/Operators, the Department and an Approved Supplier underpins the effectiveness of the bovine identification system. Therefore, Applicants must include with their application, a project plan providing comprehensive details including a diagrammatic representation of the proposed management arrangements to ensure that an Approved Supplier meets its obligations.
- 18.2 The maintenance of accurate and comprehensive records is a fundamental element of the traceability system. Applicants must submit in their application comprehensive

details of the document storage, retrieval system and related security procedures. Please note documents must be securely stored for 7 years.

- 18.3 It is vital that the distribution of Tags and Birth Registration Documents must not be interrupted as there are legal obligations as well as market needs which require that Tags and Birth Registration Documents be dispatched within specified periods of time. Applicants must provide a Business Continuity Plan which identifies potential risks (including disruption to the postal system) to the continuous supply of the Tags and Birth Registration Documents together with the Applicant's plan for dealing with any disruption to the supply of tags.
- 18.4 An Approved Supplier must provide such further information or reports to the Minister in respect of any aspect of these Services as may be required by the Minister from time to time ("Special Reports"). An Approved Supplier should be aware that they will be required from time to time to furnish some Special Reports to the Minister within two working days of receiving a request for same.
- 18.5 An Approved Supplier shall implement a data management policy which may be audited by the Minister.

19. IT REQUIREMENTS

Applicants must submit a comprehensive overview detailing the I.T. measures which will be implemented to support the proposed service. This should include the proposed interaction method with AIM, the handling of responses generated by AIM, the production of Tags and the generation of letters to keepers/operators, together with any proposed web-based tag ordering and payment facility. **Appendix 2** provides details on the AIM Interface for Tag Orders.

Furthermore, Applicants must submit evidence of compliance with the Payment Card Industry Data Security Standard (PCI DSS).

20. CONFIDENTIALITY AND SECURITY OF INFORMATION

An Approved Supplier will be required to sign the Confidentiality Agreement set out in **Appendix 5**. Accordingly, Applicants are requested to provide details on the proposed secure location and methods for storing all information provided to and or created by an Approved Supplier as part of the performance of the service. An Approved Supplier should be aware that the Department operates to the ISO 27001 standard on information security.

21. SECURITY OF PREMISES

Applicants are required to have secure premises to conduct all the operations of a bovine tag supplier, including storage of tags, information on applications, IT and printing facilities.

22. FREEDOM OF INFORMATION

- 22.1 Applicants should be aware that, under the Freedom of Information Act 2014, information provided by them during the application process may be liable to be disclosed.
- 22.2 Applicants are asked to consider if any of the information supplied by them in their application should not be disclosed because of its confidentiality or commercial sensitivity. If Applicants consider that certain information is not to be disclosed because of its confidentiality or commercial sensitivity, Applicants must, when providing such information clearly identify such information and specify the reasons for its confidentiality or commercial sensitivity. If Applicants do not identify this information it is liable to be released in response to a Freedom of Information request without further notice to or consultation with the applicant. The Minister will, where possible, consult with Applicants about confidentiality or commercial sensitivity information so identified before making a decision on a request received under the Freedom of Information Act.

Appendix 1

Tag Certification

1. Weather Resistance

Ear tags must be tested in accordance with BS EN ISO 4892-3 using an exposure chamber fitted with UVA 340 fluorescent tubes, operating continuously for 1 000h at (50±5)°C and a cycle of 8 h UV and 4 h condensation darkness. The irradiance level of the lamps shall be 0.83W/m²/nm. After exposure, plastics components shall exhibit no detrimental effect to UV light by testing

- Resistance to tensile loading
- Resistance to tampering
- Resistance to low temperature impact
- Resistance to abrasion

After artificial weathering the change in colour of the yellow ear tags shall be less than delta E* of 30 CIELAB units, when measured in accordance with BS 3900-D10, or a greyscale change of less than 1 when measured in accordance with BS EN 20105-A02.

2. Plasticity test on weathered ear tags

Tag samples must be placed in a conditioned atmosphere for a minimum of 60 minutes at -10 degrees C. Following the freezing the test procedure requires striking from a height of 300mm. Ear tags will then be inspected for damage. The material used in the main body of the plastic identification ear tags must not split or crack during this test.

3. Visibility of Primary Markings

The characters and numeric information on the ear tags shall be at least 5mm in height.

4. Durability and Legibility of Markings

The characters shall remain legible after being rubbed by hand for 15 seconds with a piece of cloth soaked with water and again for 15 seconds with a piece of cloth soaked in petroleum spirit.

5. Measurement of the tensile strength and elongation of the tag material shall be recorded

The ear tag must resist a tensile load of 300N in multiple orientations.

6. Break strength of the sealed tag

The Applicant must provide details of the ultimate break strength of all sealed tags with their application.

7. Simulation of the force required to release a cattle tag trapped upon fence-wire

This must not exceed 45N.

Appendix 2

AIM Interface for Tag Orders

(a) Introduction

This document provides some information in relation to the functionality that will be provided by the Department to enable the Tag Vendor to interact with the Animal Identification and Movement (AIM) system in respect of:

- Tag Orders
- Tag Order Cancellations
- Proof of delivery
- Returned proof of delivery

The Tag Vendor may interact with AIM for tag orders using the AIM online facilities or via web services.

(b) Online Facilities

All functionality required to process tag orders is available on the AIM online screens subject to approval to access these facilities.

(c) Web Service Facilities

The AIM web service is implemented as a SOAP (Simple Object Access Protocol – an industry protocol for the transfer of information) service and is pull based. It is secured using Department issued SSL client certificates.

Where the Tag Vendor intends to interact with AIM via web services, the Tag Vendor is responsible for the provision of all data capture screens.

The following web service transaction types (outlined below) will be made available in order for the Agency to interact with the Department:

1. Submit Tag Order requests

- Create a new tag order (Request new tags on behalf of a Herd Keeper/Operator)
- Create a specific replacement tag order [Request replacement tags (either one or a set) on behalf of a Herd Keeper/Operator]

2. Cancel a tag order

- Allows the Vendor to cancel an unissued Tag Order

3. Submit Proof of Delivery details for issued tag orders

- Submit Proof of Delivery details including the Proof of Delivery Number and the Date on which the Tag Order was issued

4. Submit Returned Proof of Delivery Details

- Submit details of a return Proof of Delivery, where the Herd Keeper/Operator returns the issued tags to the Tag Vendor. The Proof of Delivery Number, Return Date and Return reason are provided

Detailed descriptions of XML schemas used in the web services may be provided on request.

Appendix 3

Birth Registration Document

<div style="border: 1px solid black; padding: 5px; display: inline-block;">NO STAMP REQUIRED</div>
<p>Department of Agriculture, Food and the Marine NATIONAL BOVINE ANIMAL BIRTH REGISTRATION SERVICE P.O. Box 1997 FREEPOST West Cork Technology Park Clonakilty Co. Cork</p>

<i>National Bovine Animal Birth Registration Service</i>		Tag No. <div style="border: 1px solid black; width: 300px; height: 30px;"></div>	
Application for : (1) Birth Registration and (2) Passport / Cattle Identity Card.			
Sex of Animal : Male <input type="checkbox"/> Female <input type="checkbox"/>		Date of Birth of Animal : <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div>	
(Please tick one box)		Day Month Year	
Dam Eartag No : <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div>			
Genetic Dam Eartag No : <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> (Embryo Transfer Only)		Genetic Dam Breed * <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div>	
Breed of Sire : * <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div>		AI Code : <div style="display: flex; justify-content: space-between;"><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div><div style="border: 1px solid black; width: 20px; height: 20px;"></div></div> (If known)	
		Tick if calf is stillborn <input type="checkbox"/>	
* Select Breed code only from Official List			
I hereby declare the detail given by me in <u>all sections</u> of this Application Form to be true and accurate :			
Declaration of Owner/Keeper of Herd in which the animal was born		Signature : Date :	
This Application Form <u>must</u> be completed by the Owner/Keeper of the Herd in which the Animal was born, <u>after</u> <u>tagging</u>, and posted immediately to the Registration Service (Freepost).			

Appendix 4

Framework Document Covering the Workings of the ICBF Contribution from Tag Supply Companies

Background

ICBF was established in 1998 following a number of years of industry consultation among all stakeholders in the cattle breeding industry.

The objective of the ICBF is to achieve the greatest possible genetic improvement in the national cattle herd for the benefit of Irish farmers, and the dairy and beef industries, and its own members, by collecting, collating and distributing available information and data of practical and scientific interest, and by promoting the exchange of all such information and data amongst breeders of cattle in Ireland.

The ICBF delivers a public good in the area of cattle breed improvements which is the foundation of a profitable and sustainable dairy and beef herd. The organisation receives funding from a number of sources but a critical source has been the tag contribution providing 20% of core funding. However recent policy changes and changes in Tag order forms has resulted in a significant drop in the collection of the contribution and further reductions are expected leading to major uncertainty in this source of funding.

It is broadly accepted that all farmers should pay. This is the fairest and most appropriate mechanism to support the work being done by ICBF operating the national breeding programme, for the benefit of all farmers.

Framework

- In an arrangement facilitated by DAFM, all approved Tag suppliers have agreed to make a contribution to ICBF to the amount of €0.31 plus vat on all new sets of tags sold from 1 November 2017.
- DAFM will supply ICBF with the number of new tag sets sold by each company on the 5th of every month commencing on 5th December 2017. ICBF will then send an invoice to the tag company and a direct debit will run on the 15th of the month commencing on 15 December 2017.
- It is the Department's understanding:
 - That the payment by the Tag Supplier to ICBF is a deductible expense for corporation tax

Note: Regarding this item individual companies have an obligation to satisfy themselves on their own individual taxation and accounting circumstances and should have their own independent advice.

- The Tag Company's order form and invoice will contain a note as follows: 'Please note following an agreement facilitated by DAFM with all approved tag suppliers,

31c plus vat will be contributed to ICBF by the approved tag suppliers in respect of each new tag set sold from 1 November 2017.'

- The Framework Document Covering the Workings of the ICBF Contribution from Tag Supply Companies will be referenced in the DAFM Approval Process for Bovine Identification Tags that outlines the conditions of approval for the Tag Company.

Appendix 5

[*Clauses in square brackets can be added or deleted as necessary]

Appendix 5: CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the [date] day of [month] 20 [year] BETWEEN:

The Minister for Agriculture, Food and the Marine, of Agriculture House, Kildare Street, Dublin 2 (hereinafter “the Client”) of the one part; and

[An Approved Supplier’s legal name: to be completed on signing], of [An Approved Supplier’s address: to be completed on signing] (hereinafter called “the Approved Supplier”) of the other part.

NOW IT IS HEREBY AGREED in consideration of the sum of [€5] (the receipt of which is hereby acknowledged by the Approved Supplier) as follows:

1. The Approved Supplier acknowledges that Confidential Information (including Personal Data) may be provided to him by the Client and that each item of Confidential Information and Personal Data shall be governed by the terms of this Agreement.
2. For the purposes of this Agreement "Confidential Information" means:
 - 2.1 Unless specified in writing to the contrary by the Client, (i) all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise, including any copy or copies thereof, and whether scientific, commercial, financial, technical, operational or otherwise) relating to the provision of services under the Approval and or relating to the Client and all and any information supplied or made available to the Approved Supplier (to include agents, subcontractors, customers and suppliers) for the purposes of the Approval, including for the avoidance of doubt, Personal Data; and (ii) any and all information which has been derived or obtained from information described in sub-paragraph 2.1 including for the avoidance of doubt Personal Data.

- 2.2 For the purposes of this Agreement “Personal Data” means: personal data as defined in the Data Protections Acts, 1988 and 2003. The Approved Supplier further acknowledges that the Personal Data may contain Sensitive Personal Data as defined in the Data Protection Acts 1988 and 2003.
3. Subject to Clause 4 and save as may be required by law (or any statutory regulation or order having the force of law) or for the purpose of any proceedings in court or any tribunal of fact or law, or by order, request, regulation of any person or body or authority with whose order or requests the Approved Supplier is obliged to comply, the Approved Supplier agrees in respect of the Confidential Information:
- 3.1 to treat such Confidential Information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 3.2 not, without the Client’s prior written consent, to communicate or disclose any part of such Confidential Information or Personal Data to any person except
- i. to those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
 - ii. to the Approved Supplier’s auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the Confidential Information in connection with the business of the Approved Supplier
- PROVIDED ALWAYS that the Approved Supplier shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the Confidential Information and that they owe a duty of confidence to the Client.
- 3.3 The Approved Supplier shall obtain from each of its employees having access to the data a signed declaration confirming their personal compliance with the obligations under this Agreement.
4. The obligations in this Agreement will not apply to any Confidential Information:
- i. in the Approved Supplier’s possession (with full right to disclose) before receiving it from the Client; or

- ii. which is or becomes public knowledge other than by breach of this clause; or
- iii. is independently developed by the Approved without access to or use of the Confidential Information or
- iv. is lawfully received from a third party (with full right to disclose).

5. The Approved Supplier undertakes:

- 5.1 to comply with all directions of the Client with regard to the use and application of all and any Confidential Information or data (including personal data as defined in the Data Protection Acts, 1988 and 2003);
- 5.2 to comply with all directions as to local security arrangements deemed reasonably necessary by the Client including, if required, completion of documentation under the Official Secrets Act 1963 and comply with any vetting requirements of the Client including by police authorities;
- 5.3 not to destroy, or permit to be destroyed, any records relevant to the performance of its obligations under the Approval or this Agreement otherwise than in accordance with the instructions of the Client. The Approved Supplier shall ensure that all Confidential Information and data is maintained for seven (7) years after the expiry of the Approval and that the Client has access to retrieve documentation throughout this period. Notwithstanding the foregoing Personal Data will be retained by the Approved Supplier for no longer than is necessary and will be destroyed in an appropriate, secure manner. The Approved Supplier shall provide the Client with confirmation of the destruction of data that is no longer required.

Notwithstanding any other provision of the Agreement:

- 5.4 to comply with the requirements of Data Protection law, such guidelines as may be issued by the Data Protection Commissioner from time to time, including but not being limited to:
 - i. Data Protection Acts 1988 and 2003 and

- ii. All EU requirements arising (including, but not limited to, provisions relating to the processing of data, ensuring security of data and restrictions on transfers of data abroad) and any legislation and regulations implementing same and to comply with the provisions of Annex 1 to this Agreement.
- 5.5 to put in place a clear and comprehensive plan to protect Confidential Information and Personal Data and meet all its obligations under the Data Protection Acts 1988 and 2003, such guidance as may be issued by the Data Protection Commissioner from time to time, the Client's directions and this Agreement ("Data Protection Plan"). The Data Protection Plan must include the Approved Supplier's security controls and management processes and shall be submitted to the Client for approval when requested within a reasonable timescale specified by the Client.
 - 5.5.1 to set out in its Data Protection Plan its arrangements with its sub-contractors, agents, and any other entity that may be involved in assessing or processing Confidential Information (including Personal Data) in such a manner that they reflect the provisions of this Agreement;
 - 5.5.2 to monitor discharge of its obligations under this Agreement by way of regular review and, as soon as practicable, amend the Data Protection Plan and complete the appropriate technical/process/management changes necessary;
 - 5.5.3 to provide in the Data Protection Plan a written description of the technical and organisational methods employed by the Approved Supplier for processing Personal Data;
- 5.6 to take measures to ensure that the privacy, security and the integrity of Confidential Information and Personal Data is fully protected. The Approved Supplier must comply with all and any requirements as to the management of Confidential Information and Personal Data as may be specified by the Client from time to time;
- 5.7 to assist the Client in processing the Personal Data only in accordance with instructions from the Client (which may be specific instructions or instructions of a general nature as set out in accordance with this Agreement or as otherwise notified by the Client to the Approved Supplier from time to time;

- 5.8 to implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and to protect all Confidential Information against accidental loss, destruction, damage, alteration or disclosure. The measure shall be appropriate to the risk or harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Confidential Information and/or Personal Data and having regard to the nature of the Confidential Information and/or Personal Data which is to be protected;
- 5.9 to take reasonable steps to ensure the reliability and level of training of any personnel, agents, sub-contractors or others who have access to Confidential Information;
- 5.10 to obtain prior written approval from the Client in order to transfer any Personal Data to any sub-contractors, third parties or agents for the provision of the Services;
- 5.11 to ensure that all personnel required to access Confidential Information (or to process Personal Data) are suitably trained and informed of the confidential nature of the Confidential Information and all staff comply with the obligations set out in this Agreement and the law;
- 5.12 to assist the Client in complying with a data subject access request (as defined in the Data Protection Acts, 1988 and 2003) within the relevant timescales specified under law and the Data Protection Commissioner's guidance and in accordance with the Client's instructions;
- 5.13 to permit the Client or its representative to inspect and audit the Approved Supplier's data processing activities and to comply with all reasonable requests or directions by the Client to enable the Client or its representative to audit, verify and/or procure that the Approved Supplier is in full compliance with its obligations under this Agreement;
- 5.14 to ensure an audit trail is maintained on access to technical and evidential requirements;
- 5.15 to register with the Office of the Data Protection Commissioner for Ireland.

5.16 not to knowingly cause the Client to breach any of its obligations under the Data Protection Acts, 1988 and 2003 and such guidance as may be issued by the Data Protection Commissioner from time to time.

6. The Parties agree that any breach or threatened breach of this Agreement by the Approved Supplier may cause not only financial harm but, irreparable harm to the Client and that money damages may not provide an adequate remedy for such harm. In the event of a breach or threatened breach of this Agreement, the Client in addition to any other rights it may have shall be entitled to obtain equitable relief, including an injunction, without the necessity of posting any bond or surety.
7. The Approved Supplier shall not obtain any proprietary interest or any other interest whatsoever in the Confidential Information furnished to the Approved Supplier by the Client and the Approved Supplier so acknowledges and confirms.
8. The Approved Supplier shall indemnify and keep the Client indemnified in full from and against all claims, proceedings, actions, damages, losses, penalties, fines, levies, costs, expenses and all loss of goodwill, whether direct or indirect and all consequential or indirect loss howsoever arising out of, in respect of or in connection with any breach by the Approved Supplier of this Agreement.
9. The Client is the Data Controller in respect of any Personal Data and is responsible to the Data Protection Commissioner for the security of Personal Data. The Approved Supplier must report suspected or actual security incidents (as defined at Clause [9.1] below) to the Data Protection Commissioner. Such reporting is the Client's responsibility and it will decide each case on its individual circumstances. All Security Incidents must be reported to [insert name] of the Client as soon as discovered. Contact details will be provided by the Client to the Approved Supplier.

9.1 A Security Incident is defined as:

“A deliberate attempt, whether successful or not, to compromise the Client's data or Confidential Information and/or any incident resulting in a loss of Client

data or Confidential Information. This includes a breakdown in provider systems/processes that has resulted in the Client's data or Confidential Information becoming exposed/potentially exposed to external sources. It also includes Confidential Information or Personal Data given to unauthorised person or persons and/or any incident that gives rise to a risk of unauthorised disclosure, loss, destruction or alteration of Confidential Information or Personal Data, in manual or electronic form".

9.2 The Approved Supplier shall co-operate and assist, in a timeframe that may be determined by the Client, in the investigation of any complaint made or Security Incident and may be required to examine relevant records on foot of any request legally made in relation to data breaches and/or unlawful processing. For the avoidance of any doubt all sub-contractors of the Approved Supplier shall also be obliged to co-operate and assist in the investigation of any complaint made or examine relevant records on foot of any request legally made in relation to data breaches and/or unlawful processing.

10. The Approved Supplier shall, in the performance of the Approval, access only such hardware, software, infrastructure, or any part of the Client's databases, data or ICT system(s) as may be necessary for the purposes of the Approval (and obligations thereunder or arising therefrom) and only as directed by the Client and in the manner agreed in writing between the Parties.
11. The Approved Supplier agrees that this Agreement will continue in force notwithstanding any court order relating to the approval process or termination of the Approval (if awarded) for any reason.
12. The Approved Supplier agrees that this Agreement shall in all aspects be governed by and construed in accordance with the laws of Ireland and the Approved Supplier hereby further agrees that the courts of Ireland have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this Agreement.

SIGNED for and on behalf of the Client	SIGNED for and on behalf of the Approved Supplier
(being a duly authorised officer)	
Witness	Witness

Appendix 6

Signed Undertaking

I _____ on behalf of _____ confirm our undertaking, if approved as supplier of official bovine identification tags:

- to only supply only official ear tags to keepers/operators that correspond to the numbering sequence (visual and electronic) provided by the AIM system, and
- that all new tags will be the same price irrespective of order size.

I understand that a breach of the above undertaking could result in my approval being suspended or revoked.

SIGNED for and on behalf of the Company:

(being a duly authorised officer)

Position is the Company:

Witness:

Date: