

NAAB CROSS REFERENCE PARTICIPATION AGREEMENT

This Agreement made and entered into by and between the National Association of Animal Breeders, Inc. (NAAB) a non-profit corporation with its principal business office in Madison, Wisconsin, hereinafter referred to as "NAAB" and _____ (Name of Company or Individual), hereinafter referred to as "CONTROLLER";

WHEREAS, the NAAB has established a Cross Reference Program collecting data with reference to dairy and beef sires for the assistance of semen producers and semen customers; and

WHEREAS, the undersigned CONTROLLER or lessor is desirous to participate in the Cross Reference Program operated and maintained by NAAB;

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed as follows:

1. NAAB agrees to list CONTROLLER's bull(s) in the Cross Reference Program filing and information system operated by NAAB for the purposes of bull identification and cross-referencing NAAB stud and marketing codes utilized for semen identification ("NAAB Uniform Codes") with breed registry numbers, upon payment of required fees, provided the bulls are identified with appropriate NAAB Uniform Codes.
2. CONTROLLER agrees to provide NAAB with all data concerning the bull(s) to be listed with periodic updates which may be required by NAAB for CONTROLLER's participation in the Cross Reference Program, and for verification of records submitted by CONTROLLER.
3. CONTROLLER agrees that any records for which there is a question of accuracy may be disallowed or held in abeyance by NAAB until such time as the question is resolved to NAAB's satisfaction.
4. CONTROLLER hereby authorizes NAAB to publish or disseminate information it provides to NAAB in connection with the Cross Reference Program either in part or in whole and in any format, and further agrees that the Cross Reference Database is the exclusive property of NAAB and the data contained therein can be used and disseminated as NAAB sees fit.
5. CONTROLLER agrees to submit to the Cross Reference Program only records for bulls of which CONTROLLER is authorized either by ownership or by written agreement with the bull owner to submit such records to NAAB for use in the Cross Reference Program. CONTROLLER agrees to indemnify and hold NAAB harmless from any claims, damages, losses, judgments, costs or expenses, including attorneys' fees incurred in defense or otherwise, related to NAAB's authority to use the records CONTROLLER provides NAAB under this Agreement.
6. CONTROLLER agrees to pay the Cross Reference fees established by NAAB.
7. The NAAB Uniform Code Guidelines establish the format and procedure of reporting and listing the appropriate NAAB Codes, and the CONTROLLER agrees to accept the procedures established by NAAB for use in the Cross Reference Program.
8. All NAAB Uniform Codes assigned to dairy or beef bulls by a semen production or processing business must be reported by CONTROLLER to NAAB for enrollment in the dairy or beef cross reference database pursuant to the NAAB Uniform Codes Guidelines that apply to the applicable license to use either the NAAB-ICAR Stud Location Code or the NAAB Marketing Code system.
9. The parties recognize that the NAAB has established its Cross Reference Program for dairy and beef sires for the benefit of the Artificial Insemination industry and consumers of semen products. By establishing this Cross Reference Program, NAAB does not guarantee the accuracy of the records maintained and participation does not constitute any warranty or endorsement whatsoever regarding the CONTROLLER or the identified bulls. For these reasons the undersigned agrees to indemnify and hold NAAB's directors, officers, agents, servants, and employees harmless from any claims, damages, loss, judgments, costs or expenses, including attorney's fees incurred in defense or otherwise, related to NAAB's maintaining of the Sire Cross Reference Program and distribution of information therefrom, excluding only those claims, damages, loss, judgments, costs or expenses, including attorney's fees, which are determined to be the result of willful misconduct of NAAB.
10. This Agreement shall be binding upon the successors and assigns of NAAB and the heirs, personal representatives, successors, and assigns of CONTROLLER.

IN WITNESS WHEREOF, the parties have affixed their signatures as of this _____ day of _____, _____.

"CONTROLLER"

"NAAB"

_____ (Signature)

_____ (President)

_____ (Name and title)

_____ (Street)

_____ (City, State, Zip, Country)

_____ (Phone)

