



SASKATCHEWAN RESEARCH COUNCIL  
GENSERVE LABORATORIES™ (SRC)



# APPLICATION FOR DNA TESTING

PLEASE TYPE – or – PRINT CLEARLY

FOR LABORATORY USE ONLY
Case No.
Date Received

BREED OF HORSE (check one): <input type="checkbox"/> WARBLOOD <input type="checkbox"/> TB <input type="checkbox"/> ARAB   OTHER: _____	PHONE: (   )	Name of person taking sample:	Date animal sampled
NAME OF OWNER	Postal Code	Address and phone no. of person noted above (If different from owner)	
Mailing Address	City or Town	Prov.	

ANIMAL TO BE TESTED					POSSIBLE PARENTS*		
NAME	REGISTRY	REGISTRATION #	DOB dd/mm/yy	SEX M/F	SIRE Name and Registration #	DAM Name and Registration #	
Other information:							

\*if there is doubt concerning the true parents, state facts and list possible alternates, if known

**INSTRUCTIONS FOR SAMPLE COLLECTION:**

1. Ensure sample hair is clean (Dirt or foreign material will make it unfit for test)
2. PULL (do not cut!) 15-25 mane hairs. The root **MUST BE ATTACHED**
3. Tape hairs together about 2" from the root
4. Put the sample in paper envelope (one animal's sample per envelope)
5. **Mail sample and form to CWHBA National Office**

<p><b>AUTHORIZATION TO DISCLOSE TEST RESULTS TO CWHBA, ACCEPTANCE OF TERMS AND CONDITIONS:</b></p> <p>1. I hereby authorize SRC to disclose the results of the tests to the CWHBA.</p> <p>2. I have paid testing fees of \$60.00 to CWHBA.</p> <p>3. I have read, understood and agree to the terms and conditions specified on page two of this form.</p> <p>4. I hereby certify that the animal from which I am submitting the samples appears healthy at the time of collection.</p>	<p>FOR CWHBA USE:</p> <p>Received \$60: _____</p> <p>Payment form: _____</p>
---	--

Name (please print): \_\_\_\_\_  
(Owner, Lessee or Authorized Agent)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Owner, Lessee or Authorized Agent)

Membership # \_\_\_\_\_  
(If known)

**This form must be completed and signed in order for the testing services to be provided by SRC**

CWHBA National Office, Box 21100, 2105 – 8<sup>th</sup> Street E, Saskatoon SK, S7H 5N9 PH:306-373-6620

[office@canadianwarmbloods.com](mailto:office@canadianwarmbloods.com) [www.canadianwarmbloods.com](http://www.canadianwarmbloods.com)

TERMS AND CONDITIONS

1. **Handling of Samples:** I agree that my failure to adhere to SRC's current guidelines for the collection and provision of blood, tissue, semen, hair root or any other samples (the "Samples") may mean that SRC is unable to provide the testing services. I further agree that I will provide correct, accurate and complete information regarding the identification and source of the Sample. SRC shall not be responsible or liable for any consequences arising from my failure to properly collect, handle, transport, mark and/or identify a Sample which is provided to SRC.
2. **Storage of Samples:**
  - (a) SRC will endeavour to store Samples and the DNA extracted from the Samples for the testing services (the "Extracted DNA") at its premises for a minimum period of three (3) years with respect to Samples and twenty (20) years with respect to Extracted DNA.
  - (b) I may request that SRC store Samples or Extracted DNA beyond the periods specified above for a fee.
  - (c) SRC shall not be liable for any destruction of Samples and/or Extracted DNA caused by circumstances beyond SRC's reasonable control.
3. **Samples, Extracted DNA and Data:**
  - (a) SRC maintains the test results and/or other information related to a Sample that is generated by SRC in performing the testing services (the "Data") in a database (the "Database") and may keep the Database up-to-date and apply usual data security and protection standards, backup routines and take such other steps and implement such other measures as required to maintain the integrity of the Data and the Database.
  - (b) SRC may use the Samples, Extracted DNA and Data as follows:
    - (i) to provide the testing services requested by me and to provide future services to me;
    - (ii) to provide testing services to third parties without disclosing the Data to such third parties;
    - (iii) to develop new services and/or products, including without limitation, laboratory tests, and to improve existing services and/or products;
    - (iv) to maintain the Database and other records as required for legal and audit purposes;
    - (v) to provide to any legal or other authorities with proper authority who are compelling SRC to provide the Samples, Extracted DNA or Data; and
    - (vi) to provide to third parties with my written authorization. I agree to pay to SRC any applicable fees associated with this request.
  - (c) For the purposes of providing IGENITY profile testing services to me, I hereby authorize SRC to provide to Merial Limited all Data generated from such tests and any animal identification information.
  - (d) I agree that SRC cannot provide to me any samples provided to SRC by a third party, any extracted DNA generated from such samples or any data within the Database generated from samples or material provided to SRC by a third party unless such third party's written authorization is obtained.
  - (e) Notwithstanding the foregoing, nothing in this Agreement shall limit any rights in the Data and/or the Database that SRC may have in law, including without limitation, copyright.
  - (f) Any ideas, inventions, discoveries and improvements made by SRC arising from or related to the Samples, Extracted DNA and/or the Data, including, without limitation, any laboratory tests, methods and/or procedures and any intellectual property rights therein, including, without limitation, patents, copyrights, trade-marks, industrial designs or trade secrets shall remain with and/or be owned exclusively by SRC.
4. **Confidentiality:** SRC will employ appropriate safeguards to ensure that the Data is not improperly disclosed or divulged to any unauthorized third parties. SRC agrees to treat the Data as my confidential information, provided such treatment shall not prohibit SRC's use of the Data as set out elsewhere in this Agreement. Other data in the Database will be treated by SRC as the confidential information of the person providing such data or providing the sample(s) or material from which such data was generated, provided such treatment shall not prohibit SRC's use of such data as set out elsewhere in this Agreement. SRC shall only disclose my confidential information to its professional advisors including lawyers, accountants and other professionals and its respective employees and agents who require my confidential information for the purposes of this Agreement. If SRC is required by law to make a disclosure of my confidential information, SRC shall only disclose such confidential information to the extent and purpose legally required.
5. **Test Results:** SRC will not release test results to me until payment has been made in full for the testing services.
6. **Disclaimer of Warranties:** The testing services are provided on an "as is, where is" basis, and SRC makes no representations or warranties of any kind. I acknowledge and agree that the entire risk of using the testing services and the suitability of the Data provided to me as part of the testing services resides with me.
7. **Limitation of Liability:** Any liability of SRC for loss or damage suffered by me shall be limited to, at SRC's option: (i) repayment of the fees paid by me under this Agreement for the testing services proven to give rise to or result in such loss or damage; or (ii) the re-performance by SRC of the testing services claimed by me to be defective. Notwithstanding the foregoing, in no event shall SRC be liable to me for lost profits, punitive damages or other indirect or consequential damages.
8. **Indemnification:** I agree that I am responsible for any loss or damage incurred by SRC: (i) if I violate any of the terms or conditions of this Agreement; (ii) if SRC provides any Samples, Extracted DNA or Data to a third party with my written authorization; (iii) if I provide any Samples, Extracted DNA or Data to a third party; or (iv) for my use of any Data provided by SRC, except to the extent that such loss or damage is caused by SRC's negligence, and I agree to indemnify SRC and its directors, officers, employees, agents and other representatives for such loss or damage.
9. **Governing Laws:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Saskatchewan and all courts competent to hear appeals therefrom.
10. **Survival of Terms:** Sections 2, 3, 4, 5, 6, 7, 8 and 9 shall survive beyond the completion of the testing services.
11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, amendments, commitments, negotiations, representations, understandings and warranties both written and oral, between the parties relating to the same subject matter.