



## INFORMATION PROVIDER SERVICE AGREEMENT

This Information Provider Service Agreement (the "Agreement") is effective \_\_\_\_\_.  
date

**BETWEEN:** Progressive Livestock Ltd, NAIT Accredited Information Provider  
(PLL), with the office located 4 d Sefton Street East, Timaru 7910

**AND:** \_\_\_\_\_, Person In Charge of NAIT Animals ("PICA"),  
Name & Surname  
residing at \_\_\_\_\_  
address

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

### 1. ENGAGEMENT

Upon the terms and subject to the conditions thereof, PICA hereby engages PLL to provide PICA with the Services (as defined in Section 2 hereof), and PLL hereby agrees to provide PICA with the Services.

### 2. NAIT INFORMATION PROVIDING SERVICES

During the term hereof, in order to help PICA to meet his/her NAIT obligations, PLL agrees to carry out the following functions or duties on PICA's behalf:

- 2.1. register PICA or PICA Delegate with the NAIT organisation
- 2.2. register with the NAIT organisation the NAIT animals that PICA or PICA Delegate is in charge of
- 2.3. ensure that all details required by legislation are maintained
- 2.4. make animal movement declarations to the NAIT organisation on behalf of PICA
- 2.5. notify the NAIT organisation that animals that PICA is in charge of die, are lost, or are exported live.

(choose appropriate)

### 3. MUTUAL SUPPORT AND COOPERATION

- A. PLL and PICA both agree that they will take all steps reasonably necessary, at its own expense:
  - i. To designate key individuals to perform its obligations hereunder;
  - ii. To fully cooperate with all reasonable requests for assistance;
  - iii. For PICA to supply all the necessary information to PLL and for PLL to process this information in the manner that the NAIT organisation requires;
- B. The parties will make diligent efforts through their respective key individuals to identify the causes of any problems in the Information Providing Services and to make adjustments, in equitable fashion, in order to address and resolve such problems.

**4. FEES**

As agreed by both parties and stated below:

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**5. TERM AND TERMINATION**

- A. Except when advised otherwise, the term of this Agreement shall commence on the first date indicated above and terminate by PICA or PLL's decision to do so, but not before delivering written notice to the other party.
- B. Each party agrees to consult in advance with the other party and to bring to the attention of the other party any problems, disagreements and other matters that may lead to termination of this Agreement so that the situation could be resolved in goodwill and respect presently existing between PICA and PLL.

**6. FORCE MAJEURE**

Any failure or delay in the performance by PLL of its obligations hereunder shall not be a breach of this Agreement if such failure or delay arises out of results from fire, storm, flood, earthquakes, explosions, wars, work stoppage, epidemic or quarantine restrictions, unforeseen equipment failure or inability to obtain essential information despite commercially reasonable best efforts to do so (the occurrence of any of the foregoing shall be an "Event of Force Majeure").

**7. CONFIDENTIALITY**

Both parties are bound to by the Privacy Act 1993 in relation to personal information. Personal information is only to be used by PLL for the purposes of section 40 of the NAIT Act.

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED ON THE DATE INDICATED ABOVE.

PICA

PROGRESSIVE LIVESTOCK LTD

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Signature

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Authorized Signature

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Printed Name

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Printed Name

**APPENDIX**

In order to for PLL carry out its Information Providing functions or duties on PICA's behalf in the manner required by NAIT, please fill in Section 1 or Section 2 below depending on your circumstances.

**Section 1**

I am registered with the NAIT organization as a PICA / PICA Delegate.

My NAIT number is \_\_\_\_\_

**Section 2**

I would like PLL register me with the NAIT organization as a PICA

Name: \_\_\_\_\_

Surname: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

|                      |           |           |
|----------------------|-----------|-----------|
| Address of the Farm: | Road #    | Road Name |
|                      | RD        | _____     |
|                      | City/Town | _____     |

Postal Address  
(if different from above):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail: \_\_\_\_\_