

# ***RULES & REGULATIONS OF THE AMERICAN SHORTHORN ASSOCIATION***

## **RULE I HERD BOOK**

The American Shorthorn Association (ASA) shall acquire and assemble data needed to accurately record all animals accepted for registration. This data shall be maintained by legal permanent means and may be printed at the discretion of the ASA Board of Directors.

The Rules and Regulations of the American Shorthorn Association, the American Shorthorn Association Bylaws, together with any other matter of general interest shall be published at the discretion of the ASA Board of Directors as designated.

All members of the ASA shall keep and maintain documents and other records relating to animals registered with the ASA. Any such records shall be provided to the ASA through its appropriate officers and representatives as the ASA deems necessary. The failure to keep and maintain such records or to provide them when requested shall be the basis for appropriate disciplinary action.

## **RULE II SHORTHORN REGISTRY**

The following shall constitute the rules governing the certificate of registry and the admissibility of pedigrees for entry into the American Shorthorn Association Herd Record.

### **Section 1. CERTIFICATE OF REGISTRY**

- A. **ELIGIBILITY:** To be eligible for entry in the American Shorthorn Association Herd Record, an animal must be the offspring of parents, both of which have been previously entered in the American Shorthorn Association Herd Record.
- B. **ISSUANCE:** A certificate of registry shall be issued by the ASA for each animal accepted for registration. Such certificates shall be prepared by the Executive Secretary in the form prescribed by the ASA Board of Directors. The ASA Registrar shall show the printed facsimile of the seal of the ASA and include the signature of the Executive Secretary, which may be affixed in printed form.

- C. **CERTIFICATE:** The standard registry certificate for an animal shall be written in the tabulated or bracket form and shall include the name of the animal, its record number, tattoo identification number, color description, birth date and name or names and city and state of the breeder and owner(s). The certificate shall include the names and record numbers of each parent and grandparent together with the color descriptions and the names of the breeders of each.
- D. **REMOTE ANCESTORS:** The great grandparents may be listed on a registry certificate providing an appropriate fee is paid therefore.
- E. **REPLACEMENT CERTIFICATE:** A previously issued registry certificate may be replaced if the same is defaced or mutilated. A new certificate, if desired, may be obtained from the ASA at a fee to be fixed by the ASA Board of Directors, and upon surrender of the defaced or mutilated certificate. New certificates issued shall be noted as a duplicate, (i.e. Duplicate Copy).
- F. **DUPLICATE CERTIFICATE:** A duplicate certificate of registry may be obtained when original certificate has been lost or destroyed. The owner of record must certify to the loss. The fee for a duplicate certificate will be fixed by the ASA Board of Directors. Certification of a lost certificate shall be made on such form as the ASA shall require. New certificates issued shall be noted as a duplicate, (i.e. Duplicate Copy).
- G. **ERRORS:** The ASA shall not be responsible or bound by errors in the recording of information provided to it by applicants or any other means submitted. If an error is discovered, it should be reported to the ASA immediately and the incorrect certificate returned with a letter of explanation. Errors committed by the applicants for registration or transfers shall be corrected at fees established by the ASA Board of Directors. Errors in registration or transfer committed by the ASA office shall be corrected at ASA expense.
- H. **RESPONSIBILITY FOR LEGAL TITLE:** The transfer of registration entered on an application or a certificate of registry, or on the records of the ASA, shall not be construed as the conveyance of legal title by the ASA or other parties. The ASA shall in no way be involved in or assume liability for the purchase, sale, or terms of sale of registered animals, or the passage of legal title thereto.
- I. **REGISTRATION FOR ESTATE PURPOSES:** In the event of the death of one who normally would apply for registration, the ASA requires that

there shall be filed, in its office, all papers and documents necessary to provide that the person requesting registration is legally authorized and entitled to request such registration.

- J. **283 DAY RULE:** A calf born less than 283 days after the birth of dam's previous calf will be questioned. The breeder must provide an explanation for the early delivery and a ruling will be made as to whether the entry will be allowed by the Executive Secretary or designee.
- K. **DNA GENOTYPING:** Whenever the eligibility for registration of any animal is in question or doubt because of uncertain or unknown parentage, DNA genotyping by the ASA shall be required at the applicant's expense. (See Rule III. Section 8. DNA GENOTYPING.)

## Section 2. **SUSPENSION, CANCELLATION OR NULLIFICATION OF REGISTRATION**

- A. **FRAUD:** The Board shall be authorized to strike from the records of the ASA and to recall for cancellation, any certificate issued by the ASA in the event the Board shall determine that the same was fraudulently recorded. By means of willful misrepresentation of, but not limited to date of birth, permanent identification marks, sire, dam or service by natural or artificial insemination. (See Article II Sections 7 & 8 of the ASA Bylaws)
- B. **ALTERATION:** Any alteration of a certificate of registry or transfer not made or authorized by the Executive Secretary or Registrar shall render such certificate null and void.
- C. **ELIGIBILITY:** Suspension or nullification of a pedigree certificate shall make the subject animal and its progeny ineligible for registration, transfer of ownership on our registry, or exhibition at an ASA sanctioned show.

## Section 3. **STANDARDS FOR REGISTRATION**

- A. **SHORTHORN REGISTRY:** Shorthorn registration shall extend to and be available for all Shorthorn animals (15/16 and higher in blood concentration) provided that:
  - 1. **Eligibility:** Progeny are eligible if both the sire and the dam are correctly registered.
  - 2. **Color:** The color shall be one of the following descriptions: red, red and white, red with white marks, roan or white. An animal of any

other color description shall not be accepted for registration, except that a small black spot on the body or black nose shall not bar an animal from registration if its breeding is otherwise pure.

3. **Inspection:** ASA representatives are authorized to inspect records and calves at randomly selected herds at the direction of the ASA Board of Directors.

B. **SHORTHORNPLUS REGISTRY:** ShorthornPlus registration shall extend to and be available for all Shorthorn animals (less than 15/16 in blood concentration) provided:

1. **Eligibility:** Initial entries into the ShorthornPlus Registry Program shall receive the prefix AR prior to registration number. This prefix shall be assigned to all cattle of the following percentages: 1/4, 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, and 7/8, except that cattle with black markings or coat color cannot exceed the 1/2 percentage designation.
2. **Blood Concentration Levels:** The following rules shall govern the determination of the blood concentration levels:
  - a. **Fractional Levels Used:** A denominator of one-sixteenth shall be the smallest fraction used in identifying percentage of Shorthorn blood concentration level on the certificate of registry.
  - b. **Smaller Fractional Levels:** Animals falling in between the sixteenth denominator in actual Shorthorn blood concentration shall be recorded at the nearest sixteenth to the low side on its certificate of registry.
3. **Related Breed Entry:** Other Shorthorns (i.e. Milking Shorthorns) shall enter the American Shorthorn Association Herd Book at same level in which they are recorded by their herd record. Registered Maine-Anjou (with a red color designation) shall enter the American Shorthorn Association Herd Book at the 3/4 level. Maine-Anjou shall receive the prefix MA prior to registration number. Effective August 1, 2008 Maine Anjou shall be considered ShorthornPlus and receive the AR prefix prior to their registration number. Lincoln Reds shall enter the American Shorthorn Association Herd Book at the 100% level.

4. **Initial Entry Cattle:** Progeny of and succeeding generations of other breeds shall be subject to the same rules as cattle recorded in the American Shorthorn Association Herd Record. Initial entry AI sires and donor dams are required to have a DNA genotype and genetic defect status on file with ASA.
5. **Genetic Recovery Cattle:** Purebred, non-registered Shorthorn cattle with unknown parentage, but which can be proven to be descendants of Shorthorn parents, can be recorded in the American Shorthorn Association Herd Record at the 7/8 blood concentration level upon inspection by ASA staff and payment of proper fees.
6. **Other Regulations**
  - a. **Eligibility for Shows:** ShorthornPlus and Durham Red animals are only eligible to show at designated ShorthornPlus shows and are not eligible for PACE points. All ShorthornPlus animals with less than 50% Shorthorn blood concentration must be sired by a ½ blood or higher registered Shorthorn bull to be eligible for ShorthornPlus shows. Starting with the 2010/2011 show season, ShorthornPlus and Durham Red animals are only eligible to show at designated ShorthornPlus shows and are not eligible for PACE points. All ShorthornPlus animals must be 50% Shorthorn blood concentration or higher to be eligible for ShorthornPlus shows.
  - b. **A.I. Rules:** All A.I. rules regulating the registry of progeny conceived through A.I. in the American Shorthorn Association Herd Record shall also apply to all cattle in the ShorthornPlus Registry.
  - c. **Generation Skipping:** No generation skipping allowed even if blood concentration dictates a higher blood concentration level. (See the ASA Blood Determination Chart.)
  - d. **Herd Record Designation:** All ShorthornPlus cattle which enter the American Shorthorn Association Herd Record shall carry an asterisk in front of the registration number. This will be permanent and will appear on the pedigree of all progeny descending from ShorthornPlus parents. The asterisk will be removed when a Shorthorn achieves 127/128 Shorthorn blood concentration level. This blood level represents 99.22 percent purity. The asterisk will only be removed on the individual

achieving the 127/128 blood concentration level. The asterisk will remain on all other ShorthornPlus ancestors in the four (4) generation pedigree issued at the time of registration. Any AR-registered animal appearing in the previous four (4) generations would disqualify the animal from achieving this status.

- e. **Herd Book Acceptance Fee:** When a Shorthorn (15/16 blood concentration level or higher) is mated to a ShorthornPlus and the resulting progeny qualifies for 15/16 status, the ASA will charge a Herd Book Acceptance Fee to move from the ShorthornPlus Registry category to Shorthorn Registry category. The Herd Book Acceptance fee shall be waived for all ASA members enrolled in the Whole Herd Reporting (WHR) option.

### C. BRA-HORN SHORTHORN PLUS REGISTRY

1. **Eligibility:** For cattle to be eligible for the Bra-Horn ShorthornPlus Registry, individuals must be 3/8 through 7/8 Shorthorn blood concentration level and the balance of the blood concentration level be composed of Brahman or a Brahman-influenced breeds. At the initial entry level (first cross), at least one parent must be recorded with the ASA Shorthorn Registry or in the ASA ShorthornPlus Registry program. Both males and females are eligible for registry. Cattle in the program that have a solid black hair coat and/or black skin are eligible for registry at no higher than 1/2 blood concentration level.
2. **Other Rules:** All other rules for registry and blood concentration level requirements will be the same as the current guidelines for ShorthornPlus Registry.

### D. DURHAM RED REGISTRY

1. **Eligibility:** For cattle to be eligible for the Durham Red Appendix Shorthorn Registry, individuals must be 1/4 to 7/8 Shorthorn blood concentration level and the balance of the blood concentration level be composed of Red Angus. At the initial entry level (first cross), both parents must be registered with their respective breed association (Shorthorn/Durham Red, or a 1A or 1B Red Angus). A ShorthornPlus registry certificate will be issued in place of a Durham Red registry certificate until the ASA receives a calving ease score, birth weight, weaning weight, yearling weight, scrotal circumference and proof of genetic defect free status. Genetic defect status can be

proven by supplying ASA with a test result on the Durham Red animal to be registered or providing a test result on the Shorthorn parent.

2. **Other Rules:** Durham Reds can show or sell at any event that allows ShorthornPlus cattle. A Durham Red shall receive the prefix DR prior to registration number.

### **RULE III APPLICATIONS FOR REGISTRY AND TRANSFER**

#### Section 1: **APPLICATION FORMS**

- A. **FORMS:** Applications for registry or transfer in the American Shorthorn Association Herd Record shall be submitted on a form created for such purpose or online through the ASA website. Any application submitted by anyone other than the owner shall require a letter of authority from the owner/s showing the right to conduct business on their behalf except in the case of embryo transplant.
- B. **TWINS:** Applications for registration of twin animals should specify that the animal for whom registration is sought is a twin and should further specify the sex of the other twin.
- C. **FEES:** All applications for registry or transfer must be accompanied by the required fee except applications from public institutions which require receipted vouchers in advance of remittance.
- D. **CORRECTIONS:** Original applications for registry shall be kept by the ASA. The same shall be maintained by legal permanent means and/or printed in the American Shorthorn Association Herd Record, after which time they may be destroyed. The ASA shall not be responsible or bound by errors in the recording of information provided to it by applicants or any other means submitted. If an error is discovered, it should be reported to the ASA immediately and the incorrect certificate returned with a letter of explanation. Errors committed by the applicants for registration or transfers shall be corrected at fees established by the ASA Board of Directors. Errors in registration or transfer committed by the ASA office shall be corrected at ASA expense.

#### Section 2. **NAMES**

- A. **LENGTH:** The names of animals to be registered shall be limited to not more than four words and may not contain more than twenty-five (25) characters, including two characters that must be designated “ET” for those animals that result from embryo transfer. ASA reserves the right to refuse any animal name deemed inappropriate.
- B. **IMPORTED ANIMALS:** Names of imported cattle shall not be changed from the manner in which they are registered in the Herd Record of the country of origin.
- C. **CHANGES:** After an American-bred animal has been registered in the American Shorthorn Association Herd Record the name may not be changed if there have been any progeny registered from such animal. If no progeny has been registered, an animal may be registered under a new name upon proper application with written permission from the owner, and payment of the appropriate fee.

Section 3. **TATTOO IDENTIFICATION**

- A. **REQUIREMENTS:** No pedigree application received by the ASA shall be accepted unless the animal has an official identification number assigned in at least one ear. An identification letter or initial may be used if desired. No two animals of the same sex in the same herd shall be marked with identical tattoo numbers regardless of whether the mark is placed in the left ear of one and the right ear of the other. When using the International Year Code designation, the ASA recommends the code be placed after the identification number. The total number of characters in the tattoo identification (including year code) shall not exceed 8 characters.
- B. **RECORDING:** Tattoo marks, as shown upon the application of registry of an animal, shall be recorded by the ASA and shall be written upon the registry certificates issued for such animal.
- C. **ILLEGIBILITY:** In the event an original tattoo mark of a registered animal is found to be unreadable, it shall be necessary to tattoo the same number again in the same ear; provided, however, if such action seems inadvisable the original number shall be marked in the opposite ear. In such event, the registry certificate must then be returned to the ASA for correction and for correction of the records.

**VARIANCE:** The registration of any animal found to be tattooed other than as shown on the registration certificate shall be null and void.

**HERD PREFIXES:** Breeders may incorporate a prefix of up to four characters (total of prefix, tattoo numbers and year code may not exceed 8 digits) for use when registering animals raised in their herd. Breeders can register their prefix with the ASA on the appropriate form. In the event that two breeders choose to register the same prefix, preference will be given to the breeders who utilized the prefix first.

#### Section 4. **TRANSFER OF OWNERSHIP**

- A. **RECORDING:** Each sale of an animal must be recorded by the ASA. A transfer of ownership must be recorded in any case where title of ownership of an animal is changed, even though such change of ownership is only nominal.
- B. **NEW CERTIFICATE:** A registry certificate bearing a certified number shall be furnished to the buyer of an animal and the seller shall be obligated to pay the transfer fee.
- C. **MANDATORY:** Transfer of an animal must be recorded in the following situations:
  - 1. When sold or gifted by one member of a family to another;
  - 2. When forming or dissolving of a partnership or corporation;
  - 3. In the event of change in title of ownership of a membership;
  - 4. In the case of inheritance, there shall be filed in the office of the ASA all papers and documents necessary to show that the person requesting transfer is legally authorized and entitled to request such transfer.
- D. **FORMS:** Transfer application forms shall be printed on every certificate of registry to be filled out and signed by the sellers in correct sequence according to sale dates.
- E. **INCOMPLETE APPLICATIONS AND FEES:** Whenever an applicant has failed to provide all the information required by the ASA for transfer of ownership, the application is determined incomplete. Incomplete applications for transfer must be completed within four (4) months of the date the application was received by the ASA; incomplete applications after that point in time will be considered null and void.

- F. **CANCELLATION:** Any transfer of ownership may be cancelled by the Registrar upon application of both parties to the transfer, or upon the application of one party if due notice to the other party has been given and a copy of such, is given to the ASA along with proof of receipt, provided such cancellation of transfer will occur only for error or where delivery of the animal has not been consummated. If a transfer is cancelled and a reprint of the previous certificate is requested, an appropriate fee shall be charged.

Section 5. **POLLED /HORNED STATUS**

- A. **POLLED/HORNED CLASSIFICATION:** Any polled Shorthorn is eligible for registry only as a polled Shorthorn. The term “polled” shall mean an animal showing no evidence of ever having had horns which were firmly attached to the bony structure of skull. An animal having small loose scurs attached only in the hide, shall be considered scurred. A Shorthorn which develops horns must be registered as horned.
- B. **SPORT CLASSIFICATION:** A polled animal with no polled ancestors within the first four generations shall be termed a polled sport.
- C. **DESIGNATIONS:** All polled animals shall be designated by the letter “X” preceding their record numbers and polled sports shall be designated by the letter “SX” preceding their record numbers. All scurred animals shall be designated by the letter “S” preceding their record numbers.

Section 6. **REGISTRATION OF ARTIFICIAL INSEMINATION (A.I.),  
EMBRYO  
TRANSPLANT (E.T.) AND CLONED ANIMALS**

- A. **A.I. ELIGIBILITY:** The following registration requirements shall apply to calves resulting from artificial insemination:
1. **DNA Genotyping/Genetic Defect Testing:** The A.I. sire (Shorthorn/ShorthornPlus/ Durham Red) must have been DNA genotyped and a copy of the report filed with the ASA prior to or with the application for registration. The expense of collection and DNA genotyping will be at the cost of the owner of the sire. In addition to a DNA genotype, each A.I. sire must have his genetic defect status on file with the ASA and be included on the ASA Genetic Defect Status List (consistent with Rule III, Section 8 of this document).
  2. **A.I. Certificate:** An A.I. Certificate, properly executed, must accompany the application for registry (or be in the applicant’s ASA

account) of each calf resulting from the artificial insemination of a dam to a non-owned bull.

- a. The owner/s of an A.I. sire will issue an A.I. Certificate to an applicant's ASA account once applicant has paid required fees to said owner. Sire owner will pay the ASA an A.I. Certificate Fee to deposit the certificate into the applicant's account. On a multi-owned sire, A.I. Certificates will be issued by the owner designated as the A.I. Certificate manager. A contractual agreement regarding certificate privileges among multi-owners is the responsibility of the owners. In the case where a recorded owner of the sire is a "Syndicate," see Rule III, Section 10.
  - b. Exemption: Previous owners and family (family defined as spouse, son/daughter) of a bull are eligible to register progeny without an A.I. certificate even if calf is conceived via artificial insemination.
3. **Death:** It is recommended that the owner of any bull shall notify the ASA of the bull's death within thirty (30) days. Calves conceived after the death of a bull shall be eligible for registration under the same conditions and provisions governing the eligibility of calves conceived by A.I. In the event the A.I. sire had not been DNA genotyped and/or genetic defect tested prior to death, ASA shall make a determination as to the appropriateness of issuing an A.I. certificate on a case-by-case basis. If an A.I. sire has died and was born after January 1, 2006, the required DNA genotype and genetic defect test results must be on file in order to issue A.I. certificates.
  4. **Disclaimer:** The issuance of an A.I. Certificate by the ASA shall in no way be construed as guaranteeing a pregnancy, or if a calf results from such insemination, that it shall be eligible for registration. There shall be no refunding of fees paid to the ASA for A.I. Certificates.

**EMBRYO TRANSPLANT ELIGIBILITY:** The following registration requirements shall apply to the registration of calves resulting from embryo transplant, whether purchased as embryos (fresh or frozen) or purchased in a pregnant recipient cow:

1. **DNA Genotyping:** The donor dam must have a DNA genotype on file with the ASA or progeny registration applications will not be processed. In addition to a DNA genotype, each donor dam must have their genetic defect status on file with the ASA and be included on the

ASA Genetic Defect Status List (consistent with Rule III, Section 8 of this document).

2. **E.T. Certificate:** ASA will issue an E.T. Certificate for the application for registry of each calf resulting from embryo transplant.
  3. **Breeder/Owner Designation:** The owner or lessee of record of the donor dam at the time of conception will be identified as the breeder. In the case of multi-owned dams, all owners shall be listed as the breeder. For registration purposes the owner of an embryo and resultant calf shall be known as the “first owner”.
  4. **Embryo Transplant Designation:** Registration certificates issued for offspring from embryo transplant shall be designated by the inclusion of the letters “ET” in the last two name spaces on the application for registration form. The ASA may request additional information from the owner or owners from time to time relating to embryo transplant animals.
  5. **Mixed Semen:** Registration of embryo transplant offspring resulting from the mixing of semen shall be required to be DNA genotyped prior to registration.
  6. **Death:** It is recommended that the owner of any donor dam shall notify the ASA of the dam’s death within thirty (30) days. Resulting offspring calved after the death of a cow shall be eligible for registration under the same conditions and provisions governing the eligibility of embryo calves. In the event the donor dam had not been DNA genotyped and/or genetic defect tested prior to death, ASA shall make a determination as to the appropriateness of issuing an E.T. certificate on a case-by-case basis. If a donor dam has died and was born after January 1, 2006, the required DNA genotype and genetic defect test results must be on file in order to issue E.T. certificates.
  7. **Disclaimer:** The issuance of an E.T. Certificate by the ASA in shall in no way be construed as guaranteeing pregnancy, or if a calf results from such transplant, that it shall be eligible for registration. There shall be no refunding of fees paid to the ASA for an Embryo Transplant Certificates.
- C. **CLONE ELIGIBILITY:** The following points represent the ASA policy for the registration of cloned animal:

1. Only replication cell-cloned animals shall be eligible for registration. Genetically modified animals shall not be eligible for registration.
2. The cell donor animal and the cell-cloned animal must have a DNA genotype and genetic defect status on file with the ASA and be included on the ASA Genetic Defect Status List (consistent with Rule III, Section 8 of this document).
3. The breeder of the cell-donor animal must be identified as the breeder of the cloned offspring.
4. The owner of record of the cell-donor on the date of biopsy removal will be identified as the first owner unless the calf is the result of a pregnant recipient, purchased embryo, fresh or frozen, in which case the purchaser will be identified as the first owner.
5. DNA typing of recipient dam may be required by the ASA.
6. Calves conceived after death of cell-cloned animals shall be eligible for registration under the same conditions and provisions governing the eligibility of calves prior to the death of said animal.
7. Registration of cell-cloned transplants shall be made on a special form provided by the ASA, at the regular fee/s, or any other fee determined by the ASA Board of Directors.
8. Registration certificates issued for cell-cloned transplants shall be so designated. The registration number of the animal which is being cell-cloned shall also be designated on the registration certificate.
9. Nothing set forth herein should be construed as an indication that the ASA takes any position as to the ownership rights, if any, of the retained cell material. That is a separate matter reserved for discussion and/or negotiation between the buyer and seller. The ASA only holds that information, or cell material that it deems necessary to provide the security and integrity of its records.

Section 7. **REGISTRATION OF IMPORTED CATTLE**

- A. **ELIGIBILITY:** Shorthorn cattle imported from countries outside of the continental United States may be registered in the American Shorthorn Association Herd Record (or dual-registered in the country of origin and ASA) provided they meet the regular rules of eligibility and the following

special rules:

1. **Applicability:** These regulations apply to all cattle imported into the United States, or in the case of bulls, the semen which is used within the United States, or in the case of females, embryo transplants from which are actually transported into the United States before parturition.
  - a. **Tattoos:** All identification marks as tattooed in the ear of an animal imported to the United States and appearing upon the registry certificate issued by the recognized Herd Record of the country of origin shall be accepted and recorded in the records of the American Shorthorn Association. Such identification marks shall be included on ASA registry certificate.
  - b. **Record Numbers:** Record numbers assigned by the recognized herd record of the country of origin shall be used for the ancestors of any imported animal accepted for record in the American Shorthorn Association Herd Record, except those ancestors which may previously have been recorded in the American Shorthorn Association Herd Record.

**Imported Shorthorns:** Applications for registry of animals bred and born outside the United States must be accompanied by a copy of the original certificate of registry by the secretary of the recognized herd record of the country of origin. Such applications must specify at least the following: breeder, intermediate owners if any, importer into the United States with dates of sale and delivery and transfer by importer if sold before being recorded in the American Shorthorn Association Herd Record. In the case of bred females, service certificates are required.

3. **Importer:** The person or firm purchasing an animal in Canada or Great Britain shall be construed to be the importer of an animal, except that an agent making the purchase upon order for a principal in the United States shall not be construed to be the importer.
  - a. **Time limitation:** No imported animal shall be eligible for registration after two (2) years has elapsed from the earliest of the following dates: the date of importation or the date of landing in the United States or entering the United States. However, this rule may be waived by the ASA Board of Directors for good cause shown.
4. **Calves Imported in Dam:** If a cow was bred prior to importation and a record of service does not appear on the export certificate, the

owner of the dam on the date of service must certify to the particulars of service through the recognized registry organization of the country of service.

- a. When the imported dam was bred by artificial insemination there must be on file with the recognized registry organization in the country of origin a DNA genotype and genetic defect test result for the service sire.
- b. When the imported dam was bred artificially by a bull owned by a breeder in the United States and where no semen interest is owned by the breeder in the exporting country, an AI Certificate must accompany the application for registry of the resulting progeny.

5. **Semen Interest in a Bull Domiciled in a Foreign Country:** To use semen or to sell non-owner A.I. Certificates, the bull must be recorded in the American Shorthorn Association Herd Record by a member of the ASA. All DNA genotyping and genetic defect test rules apply. A bill of sale relating to the transferred semen interest shall accompany the original registration certificate.

6. **Importation of Embryos:** The dam of embryos imported from another country must have a DNA genotype and genetic defect test result on file in the herd record of origin in order to register calves at the ASA.

## Section 8. **DNA GENOTYPING/GENETIC DEFECT TESTINGS**

A. **DNA GENOTYPING:** DNA genotyping is now a useful tool for livestock producer. A DNA genotype is utilized in establishing parentage and may also be used in determining the presence a genetic defect.

1. **General:** Animals do not have to be DNA genotyped to be registered. However, if an animal becomes an A.I. sire or a donor dam, all required genetic testing must be completed and a DNA genotype record on file with the ASA prior to registering any progeny. In the event the A.I. sire, donor dam or cloned animal had not been DNA genotyped prior to death, ASA shall make a determination as to the appropriateness of issuing an A.I. certificate or E.T. certificate on a case-by-case basis. If any A.I sire, donor dam or cloned animal has died and was born after January 1, 2006, the required DNA genotype and genetic defect test results must be on file

in order to register progeny.

2. **Random DNA Genotyping:** At the discretion of the ASA Board of Directors, random DNA genotyping may be performed. Failure to cooperate with an ASA request within (30) days of notification, will result in sanctions as deemed appropriate as provided in Article II. Section 7-D & Section 8 of the ASA Bylaws, including without limitation the suspension of the owner's membership and suspension of the animal's registration certificate.
3. **Analysis:** All DNA samples shall be analyzed by the ASA's designated laboratory and an interpretation shall be rendered by the laboratory's director.

B. **GENETIC DEFECT TESTING:** The following points represent the ASA policy on Genetic Defect Testing.

1. All AI sires, donor dams and cloned animals must be DNA genotyped and genetic defect tested with results reported to the ASA. In the event the A.I. sire, donor dam or cloned animal had not been genetic defect tested prior to death, ASA shall make a determination as to the appropriateness of issuing an A.I. certificate or E.T. certificate on a case-by-case basis. If any A.I. sire, donor dam or cloned animal has died and was born after January 1, 2006, the required genetic defect test results must be on file in order to register progeny.
2. A.I. certificates and E.T. certificates will be issued regardless of genetic defect status if genetic defect test results have been reported to the ASA.
3. A listing of genetic defect "free" and "carrier" males and females will be maintained by the ASA if the results have been released to ASA. This listing will be made available upon request.
4. Registration certificates will be issued regardless of genetic defect status.

ASA reserves the right to conduct random genetic defect testing.

All cattle consigned to ASA sanctioned sales must be tested genetic defect free with results released to ASA prior to the sale or be genetic defect free by parentage.

The owner of any animal suspected of death as the result of a genetic defect shall contact

the ASA office immediately and follow the appropriate protocol.

Breeders who misrepresent the genetic defect status of any animal are subject to fraud as defined in Rule II, Section 2.A.

## Section 9. **OWNERSHIP**

- A. **DEFINITIONS:** For the purposes of all aspects of the rules relating to registry of animals, the following definitions shall apply unless otherwise specified herein:
1. **Interest:** Interest shall be defined as a portion of ownership of an animal jointly owned and includes all facets of ownership such as rights to all revenue created by the animal through sales, leases of service of the animal's genetic material and value of the animal proportionate to the amount of interest owned.
  2. **Semen Interest:** Semen interest shall be defined as the right to use an animal's genetic material in herd only. The within herd semen interest is not negotiable. A semen interest does not include rights to revenues created by the sale of service or lease of the animal. The owner of a semen interest shall be responsible for the cost of semen collection for ones own use unless other wise agreed upon by all parties involved.
- B. **MULTI-OWNED ANIMALS:** For purposes of registration, an owner shall consist of no more than three (3) individuals. This definition shall in no way limit the number of individuals available for ownership but merely limits the number of owners for record purposes. (For a definition of "Syndication" refer to Rule III, Section 10.)
- C. **LEASING:** Shorthorns can be leased provided a statement of lease is on file with the ASA. If a lease statement is on file listing each animal being leased by name and registration number, the lessee can register calves sired by the bulls or produced by the dams as if they were the actual owner.
1. All breeding interest in an animal being leased must be included in the lease; partial breeding interest cannot be retained. In addition, leased bulls must only be used in a natural service situation. Artificial insemination is not permitted.
  2. At the end of the lease period, unless extended, registration

privileges revert back to the recorded owner. The fee for entering the lease on the Herd Records of the ASA is the same fee as the current transfer fee.

Section 10. **SYNDICATION**

A. **DEFINITION:** A syndicate may consist of any number of ASA members. Where an animal is owned by a syndicate, the following special rules apply:

1. **DNA Genotype:** The subject animal must have a DNA genotype and genetic defect test results on file with the ASA.
2. **Ownership Listing:** Portions of the subject animal shall be carried on ASA records under a joint, but single ownership name.
3. **Syndication Agreements:** A copy of any and all agreements between owners must be filed with the ASA for reference purposes only.
4. **Named Agent:** A syndication agreement designating an agent for the subject animal and signed by all of the co-owners of the subject animal must be filed with the ASA. Any syndicate member that wishes to transfer their interest must sign, file a syndication transfer authorization form, and pay appropriate fee before change in ownership shall be effective on the records of the ASA.
5. **Authority:** The designated agent, except as otherwise provided, shall have the authority to conduct any transactions of the syndicate with the ASA. The authority power and responsibility of such agents shall remain in effect until a revocation in writing is filed with the ASA by the owners and a new syndication report form, signed by all of the then owners designating a new agent, is filed with the ASA.
  - a. **Bulls:** The following rules apply specifically to bulls:
    - i. **Authority to Sign:** Each owner may sign applications for registration of calves sired by the syndicate owned bull and out of females which were in his ownership at the time of breeding unless otherwise restricted, and a properly executed syndication agreement is on file with the ASA.
    - ii. **Fees:** The owner of a syndicated bull shall pay a one

time fee as specified in the ASA fee schedule to maintain the registration of said syndicated bull with the ASA. Each syndicate must pay an annual membership fee and any other annual assessment/charges to obtain and maintain membership rate for all transactions. This annual membership fee is due January 1 of each year thereafter.

- b. **Females:** The following rules apply specifically to females:
  - i. **Authority to sign:** An application for registration of, and/or transfer of a syndicate owned female, or for the offspring of a syndicate owned female must be signed by the agent for said female. The breeder of the offspring may be the syndicate or any individual member or group of members thereof as designated by the agent for the syndicate owned female.
  - ii. **Fees:** The owner of the syndicate owned female shall pay a one time fee as specified in the ASA fee schedule to maintain the registration of such female upon the records of the ASA. Each syndicate must pay an annual membership fee and any other annual assessment/charges to obtain and maintain membership rate for all transactions. This annual membership fee is due January 1 of each year thereafter.
  - iii. **Exception:** For a female owned by more than one owner but not syndicated, transfer of ownership of said female and registration fees for offspring will be at the rate specified in the ASA fee schedule unless the cow is recorded in the ownership of an individual member.

#### **RULE IV FEES**

- A. **FEE SCHEDULE:** The fee schedule for all matters relating to ASA business shall be established by the ASA Board of Directors and may be amended from time to time. Copies of the current fee schedule shall be available upon request.

- B. **PAYMENT OF FEES:** All fees of whatever nature due the ASA from a non-member shall be paid in advance, accompanying requests for services.
- C. **NON PAYMENT OF FEES:** Non payment of fees because of defective remittances shall be sufficient cause for withholding the processing of registrations or transfers and/or the cancellation of registration or transfers which have already been processed. Invoiced amounts not paid after 30 days will be considered late and be sufficient cause for withholding the processing of registrations or transfers and/or the cancellation of registration or transfers which have already been processed.

## **RULE V**

### **SHOWS**

At all sanctioned ASA events, the following rules shall apply:

#### Section 1. **RULES**

- A. **ALTERATION OF CONFORMATION AND STRUCTURE:** Any animal presented by any individual is assumed to be a representative of the member/owner(s). All representatives are prohibited from altering the conformation or the structure of an animal by injection or internal/external administration of any prohibited substance or by involvement in unethical fitting. Any animal found to be altered as described here will be excluded from exhibition at the show where so found and any other ASA-sponsored events.
- B. **ALTERATION OF COLOR:** An animal presented by any individual is assumed to be a representative of the member/owner(s). All representatives are prohibited from altering the color, color pattern or shade of an animal by any means, except for purposes of medication. Any animal found to be altered as described herein will be excluded from exhibition at the show where so found and any other ASA sponsored events. Note: If cattle containing 7/8 or higher blood concentration at shows and sales do not conform to typical Shorthorn color and characteristics, the animal or animals in question may be reduced to a lesser Shorthorn blood concentration level by the ASA Board of Directors.
- C. **TATTOO:** Any animal with an illegible tattoo or with a tattoo which does not correspond to the registration certificate shall be ineligible for exhibition.

## Section 2. **PREMIUM SHOW AGREEMENTS**

- A. **ELIGIBILITY:** In order to be eligible for premiums at ASA-sponsored open shows (ASA portion of premiums) the owner's entire herd must be enrolled in the SPR program and each animal shown must have individual SPR records in order to receive ASA financial support. Junior shows are excluded from this rule. However, exhibitors in junior shows must be members of the AJSA to be eligible for premiums. Starting with the 2010/2011 show season, in order to be eligible for premiums at the ASA sponsored open and junior shows (ASA portion of premiums) the member must be in good standing, owner's entire herd must be enrolled in the WHR program, and each animal shown must have individual SPR records in order to receive ASA financial support.
  
- B. **DNA GENOTYPING:** Any or all animals being exhibited at an ASA show may, at the discretion of the ASA Board of Directors, be subject to DNA sampling and interpretation rendered to the ASA. If any animal recorded in the American Shorthorn Association Herd Record is exhibited at an ASA sanctioned show and is found to possess a suspicious DNA genotype, both the sire and the dam shall be DNA typed for further verification. In the event either parent is not available for DNA typing the said animal may be suspended.
  - 1. **Notice:** The ASA shall cause notice to be sent to the breeder/owner (s) for any animal whose DNA genotype is reported as suspicious upon receipt of such notice.

## Section 3. **OTHER RULES**

- A. **IRREGULARITIES:** All irregularities in showing cattle which involve punitive action by the ASA may be published in the breed publication.
  
- B. **VIOLATIONS:** The decision concerning eligibility for shows in regard to a violation of any section of these rules shall be made by an officer of the ASA.

### **RULE VI ENFORCEMENT PROCEEDINGS**

#### Section 1. **PROCEDURES**

- A. **GENERAL AUTHORITY:** The ASA Executive Committee shall

investigate any possible violation of the Rules & Regulations of the American Shorthorn Association. All such investigations shall be documented and upon completion of such investigation the ASA Executive Committee shall take such action as is appropriate under the circumstances including but not limited to; (suspension of pedigrees, cancellation of certificates), or such other action as is appropriate. ASA Executive Committee shall hold a hearing thereon and render such decision as is appropriate in the circumstances considering the protection of members, of third parties and the protection of the ASA objectives and purposes. If a request for review of decision is not made in accordance with the provisions of Rule VII, such decision and action shall be final. If a request for review is made pursuant to Rule VII the decision made or action taken shall remain in effect until the completion of such review procedure.

- B. **ASA EXECUTIVE COMMITTEE:** The committee shall consist of the President, Vice President, Immediate Past President, and the Executive Secretary.
- C. **NOTICE OF ACTION:** Any action taken by the ASA Executive Committee shall be made known to the member in writing, setting forth the facts on why the action taken, the decision of the committee, and the right of the member to a review such action or decision.

## **RULE VII HEARINGS AND APPEALS**

### **Section 1. APPEAL PROCEDURES**

- A. **RIGHT OF APPEAL:** Any ASA member aggrieved by any action or any decision rendered by the ASA shall have the right to appeal from such decision.
- B. **REQUEST FOR REVIEW:** Any ASA member seeking to have a decision reviewed may seek a hearing before the ASA Executive Committee. The review shall be a hearing at which evidence shall be presented by all interested members and by the ASA. All parties to such a hearing shall have the right to appear personally or through counsel.
- C. **SCOPE OF REVIEW:** A review of any decision by the ASA Executive Committee shall reviewed by the ASA Board of Directors.

### **Section 2. HEARING PROCEDURES**

- A. **REQUEST FOR HEARING:** Any request for hearing by a member must be submitted in writing within forty-five (45) days from the mailing of notice to the member.
- B. **TIME AND PLACE OF HEARING:** The ASA will designate the time and place of the hearing which, from time to time, may be continued or rescheduled.
- C. **HEARING PROCEDURES:** A person who has requested a hearing will be afforded the opportunity to appear in person or by counsel to present evidence on their behalf and to hear and refute evidence presented. The common law or statutory rules of evidence will not apply at the hearing, but the ASA Board of Directors will determine the admissibility of the evidence and the weight given to the evidence admitted.

**DECISION:** The ASA Board of Directors will make its decision following the hearing. Written findings of the final outcome shall be made to all parties within (30) days of the ruling.

### Section 3. **PENALTIES**

The ASA Board of Directors may impose such penalties as it deems appropriate including but not limited to temporary or permanent suspension of pedigrees and expulsion of members. The ASA Board of Directors may impose any other penalty or restriction which it deems proper in furtherance of the objectives of the ASA.

### Section 4. **SHOW ELIGIBILITY**

Nothing in Rule VII shall be construed to allow a member to appeal a decision concerning an animal's eligibility to show, or to seek damages, in any form, for an adverse decision concerning eligibility to show in any sanctioned ASA event.

### Section 5. **PUBLICATION**

Notice of the imposition of any penalties or temporary suspension of privileges of any person may be published in the ASA official magazine. Such publication may be made only after the time for appeals as provided. In case a request for hearing is made, publication will not be made until after said hearing. Publication shall be authorized by a majority vote of the ASA Board of Directors.

## **RULE VIII VIOLATIONS**

Any violation of the Rules & Regulations of the American Shorthorn Association, including but not limited to irregularities with regard to records or registration of animals, shall be subject to disciplinary action by the ASA as provided for in these rules.

*Approved by ASA Board – November 14, 2008*