

ASCA's Registry Rules for Recordkeeping and Identification of Dogs

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These rules were last updated:

Date	Change	Related Motion
10-27-2022	Section 2.8 Not for Breeding Rules	BD.22.110
10-20-2022	2.7.13 Abandonment of an ASCA Registered Kennel Name	BD.22.119
2-15-2022	Cleaned up references to changes from 2021	n/a
1-27-2022	1.1 Terminology	BD.22.03
1-27-2022	1.3.1 Litter Registration Procedure	BD.22.04
1-27-2022	1.3.4 Requested Amendments	BD.22.05
1-27-2022	1.4.1 Individual Dog Registration Application	BD.22.06
1-27-2022	Delete 1.4.6 Required Signatures - Kennel Name Owners	BD.22.07
1-27-2022	1.4.7 Required Signatures – Owners	BD.22.08
1-27-2022	Delete 1.4.15 Photos	BD.22.02
4-27-2021	1.6 Registration for Other Registries (Foreign Registries)	BD.21.44
1-12-2021	Delete DNA Test Kit Request Form	Housekeeping

Shaded and strikethrough areas indicate rule changes with the effective date listed.

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1 Primary Registry Services

1.1 Terminology

DOG - The term "dog" denotes both male and female Australian Shepherds.

PRIMARY DOG OWNER - The first person listed as an owner on a dog's registration documents. This person is the primary contact for all correspondence with ASCA and the sole recipient of the dog's registration certificate.

BREEDER - Breeder is the Owner(s) or lessee(s) of the dam at the time she was mated.

LITTER OWNER - The Owner(s) or lessee(s) of the dam at the time the puppies were born.

PRIMARY LITTER OWNER - The primary owner or lessee of the dam of the litter. This person is the primary contact for all correspondence with ASCA and is the sole signatory on all puppy registrations and releases.

LESSEE - An ASCA Lease Agreement for stud or bitch signed by the registered owner leasing dog to the lessee(s) must accompany or be on file in the Registry Office at the time the litter application is filed. The person leasing a dog for the purpose of litter ownership on litters whelped by the Bitch during the lease period. See Lease Agreement.

PRIMARY LESSEE - The first person listed as lessee on a Lease Agreement.

DNA-CP (DNA-Certified Profiled) - A designation given to an ASCA-registered Australian Shepherd that has been DNA profiled with an ASCA-approved laboratory, but one or both of whose parents have NOT been DNA profiled with the same ASCA-approved laboratory.

DNA-VP (DNA-Verified Parentage) - A designation given to an ASCA registered Australian Shepherd whose parentage has been confirmed through DNA testing, of the dog and both parents that have been DNA profiled with an ASCA-approved laboratory, and whose parents have also been DNA profiled with an ASCA-approved laboratory.

MINOR OWNERSHIP - In all instances where a minor's (under eighteen years of age) name is on a registration document, a Minor Authorization Form must be completed and sent to ASCA. All signatures on ASCA Registry forms where an owner is a minor must be from an adult listed as being a parent or guardian on the Minor Authorization Form. The adult(s) signing must also be an ASCA full or service member.

POWER OF ATTORNEY - In instances where a Power of Attorney is needed for signing ASCA Registry forms, a Power of Attorney must be completed and on file with the Business Office.

Effective June 1, 2022.

1.2 Designation of Assigned Registration Numbers

Prefix "A" Foundation dogs registered. *CLOSED*

Prefix "B" Progeny of "A" dogs or litter registered dogs. *CLOSED*

Prefix "C" Dogs with no prior ASCA registration, but both parents registered with another recognized registry. *CLOSED*

Prefix "D" Dogs with unknown or unregistered parentage. *CLOSED*

Prefix "E" Litter registered dogs as of January 15, 1976.

Prefix "F" Foreign registered dogs, as of March 27, 2007.

Prefix "H" Dogs registered under the Hardship Registry effective July 1, 1984. *CLOSED*

Prefix "H-II" Dogs registered under the Hardship Registry effective October 1986. *CLOSED*

Prefix "H-III" Dogs registered under the Hardship Registry effective January 1, 1992. *CLOSED January 1, 2011*

Prefix "I" Dogs registered through ASCA and IASA's September 15, 1980, merger, and IASA litter registered dogs only.

Prefix "LEP" Limited Exhibition Privileges, to allow purebred Australian Shepherds to compete for degrees in eligible ASCA competitive programs except for Conformation. Dogs accepted for an LEP registration number must be spayed or neutered.

Prefix "N" Dogs registered without breeding privileges.

Prefix "R" Dogs with revoked registration privileges, as of October 2006.

1.3 Litter Registration Rules and Procedures

1.3.1 LITTER REGISTRATION PROCEDURE

- A. The owner(s) or lessee(s) of the dam at the time the puppies were born is (are) the litter owner(s). Litter owner(s) must be full or service current members of ASCA. Effective June 1, 2022.
- B. The primary litter owner is responsible for submitting the Litter Registration Application. **Effective June 1, 2022**.
- C. All litter and sire/semen owners must sign the Litter Registration Application. The application must be filled out entirely before signing. Litter and sire/semen owners must not sign a blank application in anticipation of a future breeding. **Effective June 1, 2022**.
- D. All sires and dams must be DNA profiled with an ASCA-approved laboratory prior to the registration of their first litter. **Effective January 1, 2011**.
- E. Once the litter is registered, one Individual Dog Registration Application for each litter-registered puppy will be returned to the primary litter owner. The Individual Dog Registration Application is to be signed by the primary litter owner and given to the owner buyer of the each puppy at the time of sale. Effective June 1, 2022.

1.3.2 MULTIPLE SIRED LITTERS

Litters sired by more than one stud dog (whether by design or by accident) are permissible, provided the following criteria are met:

- A. The breeder(s) must DNA profile the dam, sires, and every puppy produced from this multiple-sired breeding. This profiling will be at the expense of the breeder(s) and/or owner(s) and will be done by ASCA's approved DNA laboratory. The results of the profiling must be on file with ASCA before litter registration can proceed. Proper records must be maintained (photos, video, written description, etc.) so the sample from each individual adult and puppy can be positively matched to each animal.
- B. In cases where the DNA submitted cannot exclude a sire for a puppy, thereby verifying parentage to only one sire, the Registrar will mark the registration papers for the puppy as NFB (Not for Breeding) and issue the registration papers as such. All puppies in the litter who have been verified to their parents may be registered with full breeding rights if the breeder so chooses. If the breeder or subsequent owner of the puppy registered as Not for Breeding due to lack of parentage verification chooses to retest the puppy and parent(s) in question to narrow parentage to one sire, additional fees will be charged per animal.
- C. A litter registration fee must be submitted for each sire. If an additional sire is indicated by DNA testing, the fee must be submitted before the Individual Dog Registration Application(s) will be processed.

a. In the case of accidental multiple sired litters, or any litter whose coloration may raise concern with the Registrar, each potential sire will need to be profiled, including any recently neutered males, if applicable. During the interim time between actual castration and total absence of sperm, conception is possible per the American Veterinary Medical Association (i.e., a male can continue to reproduce fourteen days after castration). Coat color alone cannot be used reliably for parentage verification. The reasons range from the simple dominant/recessive type of coat color inheritance to the less common incidence of phantom merle individuals. The former might be a red factored black. The latter dogs are genetically merle but phenotypically solid or almost solid in color. These incidences include dogs with a single inconspicuous merle spot, a merle patch on the tail before docking, etc.

1.3.3 LITTER RECORD FORM

The Litter Record Form is meant to aid the litter owner(s) in keeping accurate records. It is strictly for their records; however, the information contained in it is required to be kept for a period of at least ten years as stated under "Recordkeeping" in these rules (see Section 2.4).

1.3.4 REQUESTED AMENDMENTS

Requested amendments to a registered litter by the primary litter owner, (i.e., sex, quantity, etc.,) must be supported by pertinent documents to the Registrar within a thirty-day period from the date of litter registration for approval without DNA testing and verified parentage through ASCA's official laboratory. Requests for change of quantity require testing after thirty days; change of sex requires testing at sixty days; request for change of color at six months. No amendments to litter ownership will be permitted after the litter is registered. Other requests will be presented to the Board of Directors for review and final decision within thirty days. **Effective June 1, 2022**.

1.4 Individual Dog Registration Rules and Procedures

1.4.1 INDIVIDUAL DOG REGISTRATION APPLICATION

The primary litter owner should provide must sign and remit the Individual Dog Registration Application when the buyer takes possession of the dog. If the Individual Dog Registration Application is not available at the time of purchase, the primary litter owner must provide the following information to the buyer until such time as the application is available:

- A. Dog's date of birth
- B. Dog's sex
- C. Dog's main body color and trim color
- D. Dog's eye color
- E. Tail length at birth (indicate if the tail was docked)
- F. Registered name and ASCA number of the dog's sire
- G. Registered name and ASCA number of the dog's dam
- H. Name, address, and telephone number of the primary litter owner
- I. Why the form is not available at the time of purchase and when/if the buyer can expect to receive it

Effective June 1, 2022

1.4.2 REGISTERED PARENTS

Each parent of the applicant dog must have been registered as an Australian Shepherd with ASCA.

1.4.3 REGISTRATION WITH OTHER REGISTRIES

- A. **Initial Registration** A dog will not be eligible to be registered with ASCA as an Australian Shepherd if, at the time of application for registration, such dog or either of its parents have been registered with any registry as a breed other than an Australian Shepherd.
- B. **Revocation of Registration** The ASCA registration of any registered dog will be revoked upon the occurrence of any of the following events:
 - 1. ASCA obtains evidence that such dog was registered in violation of Subsection A above
 - 2. Such dog is registered with any registry as a breed other than an Australian Shepherd
 - 3. Either parent of such dog is registered with any registry as a breed other than an Australian Shepherd and/or if the owner or any co-owner of such dog (a) is the owner or co-owner of any such parent, or (b) knowingly allowed or participated in such registration, as determined by the ASCA Board of Directors in its sole discretion.

1.4.4 ORIGINAL FORM

No photocopies of the Individual Dog Registration Application form will be accepted for registration, only the original form sent to the primary litter owner can be used for individual registration.

1.4.5 ALTERED FORMS

The Registrar will not accept any registration applications that appear to have been altered. If there is a question of validity, the Business Office will require an explanation signed by the primary litter owner. No whiteouts on applications will be accepted unless accompanied by a signed explanation.

1.4.6 REQUIRED SIGNATURES - KENNEL NAME OWNERS

If the owner of a dog is listed as an ASCA registered kennel name only, all owners of the kennel name must sign as the dog's owner or litter owner.

Removal effective June 1, 2022.

1.4.7 REQUIRED SIGNATURES - OWNERS

All persons owning a dog or litter must sign on all paperwork (i.e., individuals, litters, transfers, etc.) as owner and co-owner(s), even if the ownership is listed as and/or. **Effective June 1, 2022**.

1.4.8 KENNEL NAME IN A REGISTERED NAME

All owners of an ASCA registered kennel name must sign giving permission to the owner of the dog to use the kennel name in naming the dog. If a litter owner requires their ASCA registered kennel name to appear as part of the dog's name, they must insert the kennel name, as registered with ASCA, in the space provided on the Individual Dog Registration Application. They must also sign in the space provided giving the owner(s) permission to use the registered kennel name. In the event a litter owner does not put the kennel name in the spaces provided, the buyer may use their own choice in naming dog. If seller/buyer cannot agree on choice of names, it is suggested the breeder register the dog and then transfer ownership accordingly

The Registrar reserves the right to deny any name deemed offensive or profane.

1.4.9 CONSENT FOR USE OF KENNEL NAME

No dog will be registered with a name including an ASCA registered kennel name, a name that includes as a prefix or suffix an ASCA registered kennel name, a name that includes a variation of an ASCA registered kennel name, or a name that includes a name deceptively similar to an ASCA registered kennel name, as determined by the Board of Directors, without the consent and signature of the owner of the registered kennel name on the Individual Dog Registration Application.

If a kennel owner discovers any variation in spelling to their registered kennel name that was not permitted by the kennel owner, the kennel owner must notify the Registrar immediately.

1.4.10 REGISTERED NAME

Once a dog is registered in ASCA, the registered name will be retained except as outlined in the following Subsections B and C.

- A. If a name duplication or kennel name violation (as outlined in <u>Section 1.4.9</u>) is identified by the Registrar prior to registration, the owner will be notified by the Registrar they may not use the kennel name in question without permission as provided for within these rules. The application will be returned with a request to choose another name.
- B. If a name duplication or kennel name violation (as outlined in <u>Section 1.4.9</u>) is discovered after registration and any of the exceptions listed in <u>Section 1.4.12</u> has been met, the owner will be notified by the Registrar they may not use the kennel name in question again without permission as provided for within these rules. The registered name will not be changed.
- C. If a name duplication or kennel name violation (as outlined in <u>Section 1.4.9</u>) is discovered after registration and none of the exceptions in <u>Section 1.4.12</u> has been met, the Registrar will contact the owner and request a new name be chosen. The registered name will be changed.

Dog's names are limited to thirty letters including spaces, punctuation and the ASCA registered kennel name unless the extended name fee is included to extend the name as outlined in Section 1.4.11.

1.4.11 ADDITIONAL CHARACTERS

Up to twenty additional characters including spaces, punctuation, and the ASCA registered kennel name can be used. An additional fee, as determined by the Board of Directors, is due at the time of registration.

1.4.12 CHANGE OF REGISTERED NAME

A dog's registered name can be changed one time if the following conditions are met:

- A. The dog must not have earned any points in conformation or earned qualifying or passing scores in any of the other ASCA programs
- B. The dog must not have been DNA profiled
- C. The dog has not produced offspring
- D. The breeder must give permission for the name change
- E. The fee as set by the Board of Directors must be enclosed with the application

1.4.13 DUPLICATE REGISTRATION

In the event an Individual Dog Registration Application is lost or destroyed, a Duplicate Request Form must be submitted by the primary litter owner to the Registrar with all pertinent information, i.e., litter number, sire and dam, and birth date. A fee is required.

1.4.14 REGISTRATION CERTIFICATE

Once the dog owner submits the Individual Dog Registration Application to the Business Office, a registration certificate will be issued. In the event a registration certificate is lost, duplicate certificates will be issued to the current registered owner only. A fee is required.

1.4.15 PHOTOS

Two photos are required of the individual dog and must accompany the Individual Dog Registration Application. Photos must be clear, color, and show the dog's left and right side full body view. All photos become the property of ASCA and will remain in the dog's file.

Removal effective January 27, 2022.

1.5 LEP Registration

The Limited Exhibition Privileges (LEP) registration is open to dogs who appear to be purebred Australian Shepherds. Dogs who are or who have at least one parent registered as a breed other than an Australian Shepherd are not eligible for LEP registration. Dogs must be six months of age or older at the time of application.

LEP registered dogs may compete for certification and titles as ASCA Australian Shepherds in eligible ASCA performance programs.

The LEP application is available on the ASCA Website. The application must be complete applications will be rejected. The following must be included with the application:

- A. Three clear color photos of the dog: full body right side, full body left side, and full front view. Digitally altered photos will not be accepted.
- B. Copies of any pedigree information and/or another registry, club, or organization registration or recording papers.
- C. Copy of spay/neuter certificate with a veterinarian's signature. If the dog was spayed/neutered prior to the applicant's ownership, a signed veterinarian's statement attesting the dog has been spayed/neutered can be provided instead.
- D. Payment in full of the appropriate fee.

All applicant dog owners must read, sign, and date the Terms of Acceptance.

An appeal of a rejected LEP application must be made to the Board of Directors.

1.6 Registration for Other Registries (Foreign Registries)

The term "foreign registry" means a registry other than ASCA. Purebred Australian Shepherds registered with other registries may be eligible for ASCA registration provided they meet all the following requirements:

- A. The dog was registered as an Australian Shepherd in the country of birth with a foreign registry recognized by ASCA as follows:
 - 1. Any registry with which ASCA has a reciprocal agreement (i.e., the Canadian Kennel Club)
 - 2. Any foreign registry approved by the ASCA Board of Directors after review of that registry's registration process (currently the American Kennel Club and the Kennel Club)
- B. Owners of applicant dogs registered with non-ASCA-approved registries must seek approval for that registry by providing the ASCA Board of Directors with clear evidence of the foreign registry's ability to accurately verify purebred Australian Shepherd lineage.
- C. If both parents of an applicant dog are ASCA registered, the dog must be registered through an ASCA Litter Registration Application. This dog is not eligible for foreign registration.
- D. Litters born prior to the foreign registration of a sire/dam will be eligible for litter registration (after registration of said parent) provided both parents are ASCA registered and the litter meets all other requirements in ASCA's rules for litter registration (DNA, fees, etc.). Fees for registration of the litter and the individual puppies are those listed on the ASCA Litter Registration Application and Individual Dog Registration Application. The fees are based upon the age of the litter and puppy at the time of application.
- E. The application must include a pedigree certified by the foreign registry. This pedigree must be a minimum of three generations and must include all registration numbers from that registry. Pedigrees containing more than three generations are acceptable, however, these pedigrees must include all registration numbers from that registry.
- F. The applicant must provide evidence that the applicant dog's lineage is based 100% on ASCA registered dogs, none of whose registrations have been revoked by ASCA prior to the

- applicant's purchase of the dog or who was ASCA registered "Not for Breeding". Registration of any applicant dog or any dog in the submitted pedigree as a breed other than Australian Shepherd will result in the applicant dog being ineligible for ASCA registration. Applicants must supply ASCA descendant registration numbers at the time of application.
- G. A person may request that the Business Office research the applicant dog's pedigree, prior to application for registration, by submitting a pedigree research request and paying the appropriate fee. The fee for pedigree research is separate from the registration fee and is non-refundable.
- H. A photocopy of the registration papers certified by the foreign registry must accompany the application. The dog must have an unrestricted (for breeding) registration with that registry if applying for registration as "for breeding" in the ASCA Registry.
- I. The application form and the foreign registration must show identical ownership.
- J. The dog must have a permanent, readable microchip or tattoo identification.
- K. The dog must be DNA profiled by an ASCA-approved DNA laboratory.
- L. The owner must certify that the applicant dog does not have any disqualifying faults as described in the ASCA breed standard.
- M. The signature of all owners must appear on the application.
- N. The breeder's signature must appear on the application.
- O. Three photos of the individual dog must accompany the application form. Photos must be clear, in color, and show the dog's front, left, and right side full body views.

If any part of the application has been falsified or found to be untrue the registration will be revoked for this dog and any progeny. The ASCA Board of Directors may take disciplinary action against the owner.

If you are interested in participating with your purebred Australian Shepherd in ASCA's many performance programs including agility, obedience, rally, stockdog, and tracking, you may want to consider enrolling your dog in ASCA's Limited Exhibition Privilege (LEP) registration program. For further information please visit the ASCA Website or contact the Business Office.

1.6.1 FOREIGN REGISTRATION PROCEDURES

- A. Complete and submit the Foreign Registry Application. Include the following:
 - 1. A photocopy of the applicant dog's ASCA DNA profile certificate
 - 2. A photocopy of the applicant dog's registry-certified registration papers
 - 3. The applicant dog's certified three-generation pedigree, including the registration numbers from that registry
 - 4. Three photos: full body left side, full body right side, and full front view. Photos must be clear.
- B. The dog's registered name with the foreign registry will remain the same. If the dog's registered name already exists in ASCA's Registry or if the kennel name is an active ASCA registered kennel name, the dog's registered name will be required to change to a unique name.
- C. Fees for individual dog registration will be as follows:
 - 1. Foreign Registry Full Member Rate: \$100
 - 2. Foreign Registry Service Member Rate: \$200
 - 3. Canadian Kennel Club Full Member Rate: 0-12 months \$15, 1-2 years \$30, 2+ years \$50
 - 4. Canadian Kennel Club Service Member Rate: 0-12 months \$30, 1-2 years \$60, 2+ years \$100
- D. All submitted material becomes the property of ASCA.

Fees will not be refunded or returned if the application is denied for any reason.

Dogs accepted into the Foreign Registry will be assigned a registry number with an "F" prefix.

1.7 Transfer of Ownership Rules and Procedures

The Transfer of Ownership form is printed on the reverse of the registration certificate. Additional transfer forms may be obtained from the Registrar. Each transfer must be signed and dated by the current ASCA registered owner(s) and/or co-owner(s) when transferring the dog, even if the ownership is listed as and/or. The fees are listed on the certificate.

No litter from or by a dog will be registered until all transfers of ownership are complete. In the event a dog is re-sold prior to ASCA registration, the new owners should obtain an additional Transfer of Ownership or Bill of Sale to accompany the application (see the <u>Transfer of Ownership Form</u> on the ASCA Website). With reference to transfers of ASCA registered dogs, only the current registered name is acceptable under current ASCA rules. No further changes to the name will be allowed once the dog is accepted into the Stud Book, except as allowed under <u>Section 1.4.10</u>.

In the event of an animal abuse or neglect conviction and the court orders the defendant to relinquish ownership of all animals, ASCA should use such an order to effectuate the transfer of ownership to the co-owner, or in the absence of the co-owner to the breeder (provided the breeder is not the defendant), adopter/new owner, or to a rescue organization.

2 Additional Registry Services

2.1 Artificial Insemination

2.1.1 REPORTING TO ASCA

The collection of semen for the artificial breeding must have been reported to ASCA and the collector/storer must be on record with ASCA as familiar with and complying with ASCA regulations for recordkeeping and identification of dogs.

2.1.2 CERTIFICATION

The certifications contained herein must be completed by the owner of the semen, the owner of the female, and the veterinarian/accredited inseminator who performed the artificial breeding.

2.1.3 DNA PROFILING

Any ASCA registered male from whom semen is collected and frozen on or after January 1, 1999, for future use in breeding, must be DNA profiled through ASCA's current laboratory at that time. Litter Registration Applications that indicate the use of frozen semen from males who were not DNA profiled prior to death will require:

- 1. Return of the male's ASCA registration certificate indicating date of death earlier than January 1, 1999, and
- 2. A letter from the storer of the semen indicating that the semen was collected and frozen prior to January 1, 1999.

The application form along with the ASCA Litter Registration Application and registration fee should be mailed, faxed, or scanned and emailed to the Business Office.

The following procedures will be required to identify semen and dogs involved in artificial insemination utilizing either chilled or frozen semen. Insemination involving fresh semen that is inseminated into the bitch directly after collection is exempt from these requirements.

- A. Sire and dam must be DNA profiled by a laboratory approved by ASCA.
- B. Collected frozen or chilled semen will be permanently identified with the ASCA Individual Dog Registration Number, date collected, and registered ASCA name.

All procedures involving artificial insemination with chilled or frozen semen will be certified in writing by a licensed veterinarian and will include the ASCA registered name, number, and verification of the sire

and dam's tattoo or microchip number on ASCA's Litter Registration Application for Artificial Insemination with Chilled or Frozen Semen. Written certification to be retained by the sire or dam owner for a period of five years and made available to the Registrar upon request. If no certification from a licensed veterinarian is produced upon request, the offspring will not be registered. A regular Litter Registration Application must be submitted stating artificial insemination was used, with fresh or frozen semen. ASCA assumes no liability in disputes arising from artificial insemination.

2.2 DNA Testing

ASCA reserves the right to perform or have performed a DNA test on any dog registered or applying for registration with ASCA. The cost of the DNA test, including the cost of the blood draw, will be paid as determined by the Board of Directors. An ASCA representative may be present during any DNA collection.

If any owner or co-owner of a dog refuses to cooperate with ASCA in DNA testing, the Board may revoke or deny the registration papers for that dog and may also suspend any or all ASCA services and privileges of the owner and/or co-owner.

If a DNA test proves the falsification of the pedigree of one or more progeny from a litter, the Board may revoke the registration papers of the alleged sire and the alleged dam and all the progeny from that litter. ASCA may also revoke the registration papers of any or all registered litters produced by either dog prior to the DNA test.

The owners of dogs from all generations which have been affected by the "incorrectly identified" parent will also be sent letters from ASCA by certified and regular mail informing them of the situation within approximately forty-five days of the discovery of the error. The dog in question and those affected by the "unknown" lineage will be placed on Not for Breeding status and pedigrees will be modified to correctly reflect their "unknown" origin within their pedigrees. If a pedigree is modified or corrected because of a DNA investigation, the changes must be printed in the Aussie Times.

The Board will appoint a Liaison between ASCA's approved DNA laboratory, the Board, and the Business Office to facilitate communications between all parties.

2.2.1 DETERMINATION OF DECEASED PARENT

In the case of a deceased (and unavailable) parent, the owner(s) of the litter and/or offspring will work in conjunction with the ASCA-approved laboratory and ASCA to identify the parent.

2.2.2 DNA ARTIFICIAL FERTILIZATION/PROPAGATION RULE

All dogs and bitches used in the propagation of litters or individual dogs through any artificial means other than artificial insemination with fresh semen and including but not limited to artificial insemination with chilled or frozen semen, in vitro fertilization, cloning, and/or utilization of surrogate dams and all progeny produced through such means must be DNA verified through the ASCA DNA program prior to issuance of individual registration papers by the Registrar. Artificial insemination and in vitro procedures include but may not be limited to frozen or chilled semen/sperm and/or ova.

- A. Although certain forms of artificial fertilization/propagation are currently uncommon in canines, ASCA recognizes the potential of such occurrences in the future and has therefore expanded its policy in anticipation of potential future breeding practices.
- B. Nothing in this rule will be considered to supersede any ASCA rule, policy, or regulation, which specifically disallows one or more methods of artificial reproduction.
- C. This rule must abide by all applicable state, local, and federal laws within the United States as well as international laws with which the United States has agreed to abide.

2.2.3 ASCA DNA CORRECTIVE MEASURES RULE

DEFINITIONS:

Voluntary DNA testing refers to any DNA testing, which is initiated by the owner or owners of the dog.

Involuntary DNA testing refers to any DNA investigative procedure which is initiated by any party (ASCA or any ASCA Club member or non-member in good standing with ASCA) for the purpose of determining the actual and true relationships of dogs owned by a party other than those initiating the complaint, and whose dogs are recorded within the official ASCA Registry.

2.2.3.1 Voluntary DNA Corrective Measures

Discovery of incorrectly registered genetic relationships through voluntary initiation of investigative procedures or through DNA testing for litter registrations. ASCA will not impose fines, and/or other punitive damages (which may include loss of club membership status or standing) for parental discrepancies discovered through the voluntary DNA process.

2.2.3.2 Involuntary DNA Corrective Measures

Discovery of incorrectly registered genetic relationships through involuntary investigative procedures. For any DNA investigation procedure initiated by any means other than ASCA's voluntary DNA process, the following will apply:

Should it be determined as a result of an involuntary DNA investigative procedure, that dog(s) have been incorrectly registered within the official ASCA Registry, the following criteria and associated actions will apply to the individual(s) responsible for the registry error:

- 1. If as a result of one or more cumulative investigation processes, a single litter has been determined to have been registered incorrectly by a breeder of record, stud owner, and/or another responsible individual within a five-year period, the following will apply:
 - a. The breeder of record, stud owner, and/or another responsible individual will be required to DNA profile all current breeding stock (including progeny produced from breeding between dogs owned by themselves or resulting from breeding between their dogs and dogs owned by others) which are owned, co-owned, leased, or in any other way in the legal custody of said person and/or associated in any other way with the breeding of such dogs. Profiling of dogs must be performed within six months of custodial care and/or production of progeny, whether custodial care and/or production of progeny resulted from the purchase or other means of custody, control, or other means of influence, including but not limited to collaboration, collusion, coercion, conspiracy, verbal agreement, and intent to falsify or defraud.
 - b. All costs incurred by any party to discover the correct relationships of such dog(s) will be paid for by the individual(s) responsible for such errors as determined through the investigative process. Failure to cover such costs will result in the immediate revocation of all ASCA privileges until and unless such obligations are met.
- 2. If, as a result of one or more cumulative investigative processes, two litters have been determined to have been registered incorrectly by a breeder of record, stud owner, and/or another responsible individual within a five-year period, the following will apply:
 - a. The responsible individual(s) will be required to DNA profile all current and future breeding stock for a period of five years (including progeny produced from breeding between dogs owned by themselves or resulting from breeding between their dogs and dogs owned by others) which are owned, co-owned, leased, or in any other way in the legal custody of said person and/or associated in any other way with the breeding of such dogs. Profiling of dogs must be performed within six months of custodial care and/or production of stock, whether custodial care and/or production of progeny resulted

- from the purchase or other means of custody, control, or other means of influence, including but not limited to collaboration, collusion, coercion, conspiracy, verbal agreement, and intent to falsify or defraud.
- b. The individual(s) responsible for such registration errors will be subject to a \$250 fine set by the Board of Directors and three months suspension from all ASCA privileges.
- c. The individual(s) will pay for all costs incurred by any party to discover the correct relationships of such dog(s) responsible for such errors as determined through the investigative process. Failure to cover such costs will result in the immediate revocation of all ASCA privileges until and unless such obligations are met.
- 3. If as a result of one or more cumulative investigation processes, three or more litters have been determined to have been registered incorrectly by a breeder of record, stud owner, and/or another responsible individual within a five-year period, the following will apply:
 - a. The responsible individual(s) will be required to DNA profile all current and future breeding stock for a period of ten years (including progeny produced from breeding between dogs owned by themselves or resulting from breeding between their dogs and dogs owned by others) which are owned, co-owned, leased, or in any other way in the legal custody of said person and/or associated in any other way with the breeding of such dogs. Profiling of dogs must be performed within six months of custodial care and/or production of stock, whether custodial care and/or production of progeny resulted from the purchase or other means of custody, control, or other means of influence, including but not limited to collaboration, collusion, coercion, conspiracy, verbal agreement, and intent to falsify or defraud.
 - b. The individual(s) responsible for such registration errors will be subject to a fine set by the Board of Directors and six months suspension from all ASCA privileges.
 - c. The individual(s) will pay for all costs incurred by any party to discover the correct relationships of such dog(s) responsible for such errors as determined through the investigative process. Failure to cover such costs will result in the immediate revocation of all ASCA privileges until and unless such obligations are met.

This rule does not in any way prevent the Board of Directors from taking action which will result in improving the breeding practices and/or registry requirements of certain parties so long as these actions assist in maintaining the confidence that ASCA and its Club members have in the integrity of the ASCA Registry. Furthermore, this rule does not prevent the Board of Directors or other governing or supporting ASCA bodies from drafting and/or implementing subsequent policies or rules governing DNA testing should such amendments be in the best interest of the Club and its members.

In cases where multiple sired litters are believed to have occurred, <u>Section 2.2.3.1 Voluntary DNA Corrective Measures</u> will apply if the breeder of record and/or stud owner corrects the registration papers by voluntarily DNA testing sire/dam and all progeny prior to the one-year anniversary of the litter, and prior to the successful production of offspring of any progeny.

Breeders of record and/or stud owners who are informed of an error in registration may choose not to pursue identification of the correct parentage; however, the following actions will result from this decision:

- 1. Pedigrees of those dogs involved will be placed on permanent Not for Breeding status.
- 2. No other litters that were whelped, or sired by dogs owned, co-owned, or otherwise in the legal custody of said breeder/stud owner will be registered by ASCA until and unless satisfactory attempts have been made to comply with the ASCA DNA Complaint Resolution Rule as provided below.
- 3. Refusal will result in a fine in an amount determined by the Board of Directors and indefinite suspension from all ASCA privileges, such suspension is not to be revoked until and unless

satisfactory attempts have been made by the individual(s) suspended to comply with the ASCA DNA Complaint Resolution Rule.

2.2.3.3 ASCA DNA Complaint Resolution Rules

ASCA's DNA Complaint Resolution Rules are divided into two examination categories as outlined below:

- 1. The ASCA-initiated procedure is triggered when DNA sample results are received by the Business Office from ASCA's approved DNA laboratory and the results do not match the DNA profile expected from the pedigree information contained in the ASCA Registry for the profiled dog.
- 2. The protest-initiated procedure results from a formal protest being filed by an individual who questions the pedigree relationships. If no acceptable DNA material is available from the parents, for DNA analysis, the ASCA Determination of Deceased Parent Rules will be utilized, employing the 90% parentage probability criteria for the pedigree to remain as recorded, as presented in the pedigree of a dog or dogs as recorded in the ASCA Registry.

ASCA-Initiated Procedure – Upon receipt of laboratory DNA profile data from a dog whose sire or dam was born after January 1, 1995, which does not match the pedigree information as recorded in the ASCA Registry, the following steps will be performed: (Note: Dogs born before January 1, 1995, if found to have "unknown" lineage will have pedigrees modified to reflect the "unknown" lineage but will not be restricted to Not For Breeding registration status. Dogs born after this date will have their pedigrees modified to reflect the "unknown" lineage and will be restricted to Not for Breeding registration status.)

- 1. The owner(s) of the dog in question and its sire and dam are informed by ASCA within ten working days of the genetic mismatch.
- 2. The dog in question is placed on a temporary Not for Breeding registration status until a) the correct parents are identified or b) permanent Not for Breeding registration status is recorded. Temporary Not for Breeding registration status does not limit a dog from competing in any of ASCA's programs, it only prohibits one's ability to register offspring and never for more than twelve months. Within the twelve-month period, a determination will be made as to the legitimacy of the pedigree, resulting in either permanent Not for Breeding registration status or restoration to the previously recorded status of the dog prior to the DNA verification investigation.
- 3. The owner(s) of the sire and dam of the dog in question are sent DNA kits and requested to provide DNA tissue samples of the prospective mates to ASCA's approved DNA laboratory within sixty days to verify correct laboratory results.
- 4. If samples verify the mismatch, the owner(s) of the sire and dam is contacted by ASCA and required to attempt to identify other possible sires/dams. The owners of all puppies from the registered litter are informed of temporary Not for Breeding registration status, sent DNA kits, and required to submit DNA samples to ASCA's approved DNA laboratory. Initial tests will be paid for by ASCA, however, ASCA will request the owner of the dog who incorrectly submitted the Litter Registration Application (usually the owner of the sire and/or dam, if determined through this process) pay for all testing costs incurred which were deemed necessary to resolve the parentage issue. This is done to assess whether or not the litter was produced from multiple sires. In addition, whether or not the sire/dam is correctly identified, the owner(s) of the sire and/or dam may be required to submit samples from all breeding stock in an effort to avoid future pedigree errors and/or additional allegations against the party. These tests will be paid for by ASCA except for tests performed in the tiered approach (above) which are required for the positive identification of the dog(s) in question.

- 5. The owner(s) of the sire and dam is then required to obtain DNA samples from all possible sires and dams in an optional tiered approach (i.e., most probable sire and dam tested first, second most probable sire and dam tested next, etc. until the correct sire/dam is identified). All testing must be complete within six months of initial discovery at the expense of the owner(s) of the sire/dam of the dog(s) in question.
- 6. If the sire/dam is not identified within this time, all puppies from the litter are placed on Not for Breeding registration status, and pedigrees are modified to reflect "unknown" sire/dam.
- 7. Owner(s) of dogs from all generations, which have been affected by the "unknown" parent, will also be sent a letter from ASCA informing them of the situation. The dog in question and those affected by the "unknown" lineage will be placed on Not for Breeding registration status and pedigrees will be modified to correctly reflect their "unknown" origin within their pedigrees.
- 8. When the investigation has been concluded, if changes in the pedigree are required to reflect the correct relationships, whether the change results in an "unknown" parentage or newly identified parent(s), these changes will be published prominently in the next issue of the Aussie Times for which the publication deadline can be met. The Office Manager will place the following announcement in the Aussie Times within the first third of the publication beginning at the top of the page:

Title: (18-point font minimum) "ASCA Registration/Pedigree Correction Announcement"

Through ASCA's popular sire/dam and/or voluntary DNA testing program, the following registration errors have been discovered. Due to this discovery, these dogs will have their registration papers corrected to reflect their true relationship to ensure the accuracy of the ASCA Registry."

Listing of Corrected Pedigrees: (10-point font minimum), the listing will include but is not limited to:

- 1. Originally registered parents with registration numbers
- 2. Correct parents with registration numbers (including "unknown" if applicable)
- 3. Date(s) of birth of all litters which have been affected by the error
- 4. Names of all registered progeny affected with registration numbers
- 5. Name(s) of current owner(s) of the dogs with changed pedigrees
- 6. Name(s) of the breeder(s) of record and stud owner(s), where different

Footnote (14-point font minimum): "Please contact the ASCA Business Office if you have questions concerning these changes."

Protest-Initiated Procedure – Upon receipt of an official complaint form alleging the DNA from a dog whose sire and/or dam born after January 1, 1995, will not match pedigree information as recorded in the ASCA Registry, the following steps will be performed:

- 1. The owner(s) of the dog, sire, and dam, and potentially owners of siblings of the dog in question are informed by ASCA within ten working days of the protest filed. (This is dependent upon the specific allegations of the protest, e.g., the number of dogs whose parentage is alleged to be in question.)
- 2. The dog in question is placed on a temporary Not for Breeding registration status until either a) the correct parents are identified or b) permanent Not for Breeding registration status is recorded. Temporary Not for Breeding registration status does not limit a dog from competing in any of ASCA's programs, it only prohibits one's ability to register offspring and never for more than twelve months. Within the twelve-month period, a determination will be made as to the legitimacy of the pedigree, resulting in either permanent Not for Breeding registration status or restoration to the previously recorded status of the dog prior to DNA verification investigation.
- 3. The owner(s) of the dog, sire, and dam are sent DNA kits and requested to provide DNA tissue samples from the dog in question and DNA tissue samples of the sire and dam of such dog to ASCA's approved DNA laboratory within sixty days. Initial tests will be paid for by ASCA,

- however, ASCA will require the owner of the dog who incorrectly submitted the Litter Registration Application (usually the owner of the sire and/or dam, if determined through this process) to pay for all testing costs incurred which were deemed necessary to resolve the parentage issue.
- 4. If samples verify the mismatch, the owner(s) of the sire and dam is contacted by ASCA and required to attempt to identify other possible sires/dams. The owners of all puppies from the registered litter are informed of temporary Not for Breeding registration status, sent DNA kits, and required to submit DNA samples to ASCA's approved DNA laboratory. Initial tests will be paid for by ASCA, however, ASCA will require the owner of the dog who incorrectly submitted the Litter Registration Application (usually the owner of the sire and/or dam if determined through this process) to pay for all testing costs incurred which were deemed necessary to resolve the parentage issue. This is done to assess whether or not the litter was produced from multiple sires. Additionally, if the samples verify the mismatch, the owner(s) of the sire/dam is then required to obtain DNA samples from all possible sires and dams in an optional tiered approach (i.e., test most probable first, test second most probable, etc., until the correct sire and dam is identified). All testing must be complete within six months of initial discovery at owners' expense. In addition, whether or not the sire/dam is correctly identified, the owner(s) of the sire and/or dam may be required to submit samples from all breeding stock in an effort to avoid future pedigree errors and/or additional allegations against the party. These tests will be paid for by ASCA except for tests performed in the tiered approach (above) which are required for the positive identification of the dog(s) in question.
- 5. If the sire/dam is not identified within this time, all puppies from the litter are placed on permanent Not for Breeding registration status, and pedigrees are modified to reflect "unknown" sire/dam.
- 6. Owner(s) of dogs from all generations, which have been affected by the "unknown" parent, will also be sent letters from ASCA informing them of the situation. The dog in question and all dogs affected by the "unknown" lineage will be placed on Not for Breeding registration status and pedigrees will be modified to correctly reflect the "unknown" origin within their pedigrees.
- 7. If the sire and dam do not verify the mismatch, the individual filing the protest will have an option to request further investigation (i.e., grandsire/granddam, great grandsire/great granddam investigation, etc.). The expense of further investigation will be borne by the complainant or by the owner of the dog who incorrectly reported the registration information (if determined through this process). ASCA may accept or deny this request, but in either case, will send a complete written explanation of this decision to both parties within sixty days of the request for further investigation.
- 8. When the investigation has been concluded, if changes in the pedigree are required to reflect the correct relationships, whether the change results in an "unknown" parentage or newly identified parent(s), these changes will be published prominently in the next issue of the Aussie Times for which the publication deadline can be met. The Office Manager will place the following announcement in the Times within the first third of the publication beginning at the top of the page:

Title: (18-point font minimum) "ASCA Registration/Pedigree Correction Announcement"

Text: (14-point font minimum) "A DNA parental investigation was conducted involving the below-listed dogs. The investigation resulted in the discovery of a registration error. Due to this discovery, these dogs will have their registration papers corrected to reflect their true relationship to ensure the integrity of the ASCA Registry."

Listing of Corrected Pedigrees: (10-point font minimum), the listing will include but is not limited to:

- 1. Originally registered parents with registration numbers
- 2. Correct parents with registration numbers (including "unknown" if applicable)

- 3. Date(s) of birth of all litters which have been affected by the error
- 4. Names of all registered progeny affected with registration numbers
- 5. Name(s) of current owner(s) of the dogs with changed pedigrees
- 6. Name(s) of the breeder(s) of record and stud owner(s), where different.

Footnote (14-point font minimum): "Please contact the ASCA Business Office if you have questions concerning these changes."

Actions Taken for Noncompliance with ASCA DNA Sample Requests and/or Non-reimbursement of Costs Incurred:

Should a request for DNA samples be delayed beyond specified time periods, or denied, ASCA may:

- 1. Revoke registration papers on all dogs involved in the investigation of the potentially "unknown" lines within the pedigree and modify the pedigree to reflect this fact, and/or
- 2. Place the dog(s) on Not for Breeding registration status. This may involve the dog (s) in question and/or the parents or relatives of the dog(s) in question if DNA samples are delayed or denied

Should a party deny a request by ASCA for reimbursement of costs incurred by ASCA for DNA testing resulting in the identification of the party responsible for submitting erroneous pedigree information, ASCA may:

- 1. Suspend membership rights (including registry) to that individual(s) until the expenses for such parentage investigation and identification are paid, and/or
- 2. Institute additional fines and/or penalties in accordance with established ASCA fines/penalties rules, and/or
- 3. Seek additional means to recover costs incurred for such investigation.

2.2.4 ASCA GENETIC ENGINEERING

Until the membership of ASCA and its Board of Directors are satisfied each has gained a comfortable level of knowledge and assurances that specific technical, moral, and legal aspects of cloning, gene splicing, or other artificial attempts to enhance or manipulate the canine genome are resolved, ASCA will not allow registration of any dogs produced by such a manner.

Furthermore, if and/or when the ASCA membership and the Board determine such technical, moral, and legal assurances have been met, ASCA may or may not alter this rule.

Additionally, due to the extreme seriousness and potential repercussions with respect to this issue, it has been determined that this rule may be changed only by both an affirmative vote of the ASCA membership and the Board or as allowed by ASCA's current Bylaws. This rule must abide by all applicable state, local, and federal laws within the United States as well as international laws with which the United States has agreed to abide.

2.3 Frozen Semen

The following regulations apply to the registration of litters produced through artificial insemination using frozen semen. These regulations will supplement the ASCA Registry Rules. The Business Office can be contacted for necessary forms.

Each person* engaged in the collection, freezing, storage, shipping, and insemination of frozen semen will follow such practices and maintain such records as will preclude any possibility of error in the identification of any individual dog or doubt as to the parentage of any dog or litter.

*Person is defined as any kind of individual, partnership, firm, corporation, association, or organization.

To provide a source of reference for the registration of litters of purebred Australian Shepherds produced by artificial insemination using frozen semen, applications for which have been made or may later be made, to ASCA and to assure the accuracy of such applications, certain minimum records must be kept. All required records will be made immediately when a dog has been delivered for the purpose of semen collection, at the time of shipment of frozen semen, and insemination of same. Records will be kept on forms devoted to that exclusive purpose and will be consecutive, accurate, and up to date. Such records must be maintained for a period of no less than five years from the point in time when the last of the frozen semen from a given donor dog is used.

2.3.1 RECORDS TO BE KEPT BY COLLECTOR

- 1. Dog identification:
 - a. Breed
 - b. ASCA registered name and number of donor dog, color, marking of donor dog (include tattoo, if any)
 - c. Color photographs of donor dog (full front and full side views)
 - d. Date of birth
 - e. ASCA registered name and number of sire and dam
 - f. Name and address of the owner of donor dog (ASCA suggests collector also keep a health workup of donor dog as part of donor dog's identification)
 - g. Proof of DNA profiling by ASCA's approved DNA laboratory, (dogs exempt if deceased prior to January 1, 1999).
- 2. Collection of semen:
 - a. Date on which donor dog was received
 - b. Owner's authorization of semen collection
 - c. Date semen collected, frozen, and stored
 - d. Number of breeding units stored
 - e. Form of semen storage (pellets, ampules, vials, straws, etc.)
 - f. Container in which each breeding unit is stored will be indelibly imprinted to show the breed, ASCA registration number of donor dog, and date of semen collection
- 3. Disposition of semen:
 - a. Identification of shipped semen
 - b. Number of breeding units shipped
 - c. Name and address of person to whom semen shipped
 - d. Authorization of semen owner for shipment(s) semen shipped
- 4. Collector will also maintain records of all transfers of ownership of stored semen (see <u>Section 2.3.6 Transfer of Ownership of Semen below</u>).

2.3.2 RECORDS TO BE KEPT BY OWNERS OF DONOR DOGS

In addition to the records required to be kept by owners and breeders, as provided in the ASCA Registry Rules, owners of dogs from which semen has been collected, frozen, and stored, will include the following:

- 1. ASCA registered name and number of donor dog
- 2. Date dog shipped to collector
- 3. Name and address of collector
- 4. Number of breeding units collected, frozen and in storage
- 5. Location of semen storages
- 6. Transfer of ownership of semen (see Section 2.3.6 below)

2.3.3 RECORDS TO BE KEPT BY OWNERS OF SEMEN OF DONOR DOGS WHEN BREEDING HAS BEEN ARRANGED

- 1. Identification of semen (ASCA registered name and number of donor dog, date semen collected)
- 2. Number of breeding units authorized for shipment and insemination
- 3. Date of shipment
- 4. To whom semen shipped
- 5. ASCA registered name and number of bitch to be inseminated
- 6. Name and address of owner of bitch

2.3.4 RECORDS TO BE KEPT BY BREEDERS

In addition to the records required to be kept by owners and breeders, as provided in the ASCA Registry Rules, owner (or lessees) of bitches inseminated will include the following:

- 1. Name and address of veterinarian who handled insemination
- 2. ASCA registered name and number of bitch inseminated
- 3. Date(s) of insemination
- 4. Identification of semen (ASCA registered name and number of donor dog, date semen collected)

2.3.5 NOTIFICATION TO ASCA BY COLLECTOR

ASCA will be immediately notified by collector of collection and freezing of canine semen. Such notification will identify the donor dog by its ASCA registered name and number, the number of breeding units collected, date stored, address of storage facility, and the name and address of the owner of the donor dog.

2.3.6 TRANSFER OF OWNERSHIP OF SEMEN

Records required to be kept by owners of dogs from which semen has been collected and stored, and records required to be kept by collector (if semen is held in storage) must also note transfers of ownership of semen. Such records to include:

- 1. Authorization of transfer
- 2. Number of breeding units shipped
- 3. Date of transfer
- 4. Name and address of new owner
- 5. ASCA will be immediately notified of such transfer of ownership of frozen semen.

2.3.7 LOCATION OF STORED SEMEN

In the event semen is stored at a facility other than the facility at which it was collected frozen and initially stored or in the event all or part of the collected frozen semen is transferred to a new owner (see <u>Section 2.3.2</u> and <u>Section 2.3.6</u> above), the owner or new owner will immediately notify ASCA. Such notification will include:

- 1. Identification of semen (ASCA registered name and number of donor dog, date semen collected)
- 2. Number of breeding units relocated
- 3. Date transferred to new storage facility
- 4. Name and address of storage facility

2.3.8 CERTIFICATION

ASCA will require such certifications from the semen owner, the owner (or lessee) of bitch, and a licensed veterinarian/accredited inseminator who inseminated bitch as will be necessary to support an application for registration of a litter of dogs produced using frozen semen.

2.3.9 INSPECTION

The rules provide that ASCA or its duly authorized representatives will have the right to inspect the records required to be kept and the practices required to be followed by these regulations and to examine any dog registered or to be registered with ASCA.

2.3.10 PENALTIES

The rules provide that ASCA may refuse to register any dog or litter or to record the transfer of any dog, for the sole reason the records required by these regulations do not support application. The Board of Directors may suspend any person from all privileges of ASCA for failing to adhere and follow the above regulations.

2.4 Recordkeeping

Each person who owns or breeds dogs that are registered or eligible for registration with ASCA must maintain complete and accurate records as provided in this rule. Such records will be maintained by such person for a period of at least ten years after the date of death of each such dog. If, however, such dog's sperm has been stored for subsequent breedings after the death of the dog, such records must be maintained for a period of at least five years after the last use of such sperm. All such records will be made available to ASCA upon ASCA's request.

These records must contain pedigree information on sire and dam, a copy of the Litter Registration Application or Litter Record Form, names, addresses, and phone numbers of the buyers of the puppies, adult dogs, and stud services as well as any other information deemed pertinent by the owner and/or breeder. For example, additional information could be pictures of the dogs, height, weight, etc.

ASCA may refuse to register any dog or litter or to record the transfer of any dog for the sole reason the application is not supported by the records required by these rules and the regulations adopted under them.

Any person who willingly or admittedly falsifies registration records, pursues unethical registration practices that render it impossible to identify an individual dog or the parentage of a specific litter, practices inhumane and cruel treatment of animals, or refuses to permit an authorized ASCA Registry inspector to examine their breeding records and practices or to examine one or more of their dogs that are ASCA registered or eligible for ASCA registration, may be suspended from all ASCA services and privileges by the Board of Directors.

The Board may suspend the membership of any person who has been charged by a governmental authority with animal cruelty, inhumane treatment of animals, or the like, during the pendency of such prosecution.

Failure of the primary litter owner to supply the puppy buyer(s) with an Individual Dog Registration Application may result in the loss of ASCA privileges of the primary litter owner, after review by the Board.

2.5 Forgery

No person may sign the name of another on any ASCA Registry document unless such person has in their possession, an ASCA Power of Attorney signed by such other person. Any person, who signs the name of another on any ASCA Registry document, will provide ASCA with such Power of Attorney along with such application. The Board of Directors may suspend any person found to have violated

this rule from all ASCA services and privileges and may impose other disciplines as the Board will determine. Any registrations which were issued as a result of this violation of this rule may be revoked by the Board.

2.6 Pedigree Service

Pedigree information will be released to any ASCA member upon written request and payment of the designated fee to the Business Office (see the <u>Certified Pedigree Request</u> and the <u>Pedigree Research Request</u> on the ASCA Website).

2.7 Kennel Name Regulations

2.7.1 ASCA MEMBERSHIP

All applicants and co-applicants must have been full ASCA members in good standing for five continuous years without a lapse in membership prior to applying for a registered kennel name. Junior members and service members are not eligible.

Grandfather clause: Any potential applicant who became a full member on or before December 31, 2018, will be permitted to register a kennel name under the previous rules' membership requirements. **This clause will expire on December 31, 2023**.

2.7.2 LIFETIME ISSUE

Registered kennel names are a lifetime issue and may not be reassigned except by transfer. There will be no further fees unless the kennel name is transferred.

Grandfather clause: Effective December 31, 2018, all current kennel names registered under the previous rules and regulations will be converted to permanent status by completing the remaining renewal payments in one lump sum prior to or at the next renewal date. All kennel names must transition to permanent status by December 31, 2023. Kennel names not transferred to permanent status within the allotted time frame will be considered abandoned and available for other members to use. Any kennel owner unable to comply must request an exemption and make individual arrangements with the Board of Directors.

2.7.3 PERMISSION FOR USE OF KENNEL NAME

All owners and co-owners of said kennel name must sign the Individual Dog Registration Application for the kennel name to be included on the registration certificate and any pertaining registry files. Once the kennel name is accepted and registered with ASCA, no other breeder, kennel owner, or dog owner will be permitted to use the kennel name. No variations in the spelling of registered kennel names will be allowed without the written permission of all owners of the registered kennel name in question.

2.7.4 NAME RESTRICTIONS

Dog names are limited to thirty characters including spaces, punctuation, and kennel name, as stated on the Individual Dog Registration Application unless an additional fee is remitted for additional characters as outlined in <u>Section 1.4.11</u>. The kennel name should not contain the words Aussies, Kennels, Farms, etc. as the entire registered kennel name is required to be used when naming the dog.

2.7.5 CHARACTERS ALLOWED

As of **July 2011**, up to twenty additional characters including spaces, punctuation, and kennel name can be used, but an extended name fee, as determined by the Board of Directors, will be due at the time of registration.

2.7.6 KENNEL NAME RECOGNITION

A kennel name will be recognized only if it is registered with ASCA.

2.7.7 CHANGE IN KENNEL NAME OWNERSHIP

A fee will be required to make any changes in ownership of a registered kennel name. Membership requirements as outlined in <u>Section 2.7.1</u> apply to any new owners and co-owners.

2.7.8 **COLOR**

No color used independently will be allowed.

2.7.9 REGISTRATION APPLICATION AND FEE

A kennel name application and registration fee must be submitted to the Business Office to register a kennel name.

2.7.10 OFFENSIVE OR PROFANE LANGUAGE

No offensive or profane language will be permitted.

2.7.11 USE OF EXISTING REGISTERED KENNEL NAME

No new kennel name may contain the exact name of an existing registered kennel name, and no variation in spelling will be allowed.

2.7.12 NEW KENNEL NAMES

The Business Office will list new kennel names in the Aussie Times with a notation to send objections and the reason for the objection to the Business Office for consideration. Newly registered kennel names will not be approved prior to forty-five days after the announcement has been published in the Aussie Times. Objections to Kennel Name approvals must be made immediately upon discovery of a valid concern but are not limited to the forty-five-day Aussie Times publication waiting period. Such objections must be submitted to the Registrar at the Business Office.

2.7.13 ABANDONMENT OF AN ASCA REGISTERED KENNEL NAME

A kennel owner(s) who wishes to abandon, relinquish, and/or discontinue the use of an ASCA registered kennel name must fill out the "Abandonment of an ASCA registered kennel name" form and submit it to the office. All kennel owners must sign the form. **Effective October 20, 2022**.

2.7.14 NEW FEE STRUCTURE

Kennel Registration Fee \$200 Kennel Transfer Fee \$15 Duplicate Kennel Certificate \$10

Effective December 2018.

2.8 Not for Breeding Rules

The breeder(s) will have the option of checking the "Not for Breeding" box on the Individual Dog Registration Application. If this box is checked, the Registrar will issue a registration certificate in a different color from the regular registration certificate, and it will be stamped "NOT FOR BREEDING."

The dog's registration number will have the prefix "N." A dog with the "N" prefix may compete for titles in all ASCA-sanctioned events but no litter(s) from or by the dog will be eligible for registration. The Business Office will not process any Litter Registration Application submitted with an "N" prefix for the sire or dam.

The Not for Breeding restriction may be rescinded by the primary litter owner at the owner's option. The primary litter owner must request the Not for Breeding Release from the Business Office. It must be signed and notarized by all litter owners and co-owners. The Not for Breeding Release form must be

signed and notarized by the primary litter owner unless the dog is reverting to ownership by one or all of the litter owners. In such a case, the release form must be signed by the litter owner taking ownership of the animal but does not need to be notarized. **Effective October 27**, 2022.

2.9 Required Fees

Fees for individual registration, litter registration, kennel name registration, and transfers are as noted on each application to ASCA recorded full or service members. Member rates will apply when a full member pays the registration on a dog co-owned with a service member or when the breeder, who is a full member pays the litter or registration fees for puppies they have bred or co-bred.

2.9.1 WHOLE LITTER INDIVIDUAL REGISTRATION

The primary litter owner may send to the Business Office, in a single package, all the Individual Dog Registration Applications, properly completed, with the appropriate fees listed below.

- Every puppy in the litter (other than those listed as died or culled on the Litter Registration Application or those mentioned in #2 below) must be individually registered with either full privileges or as Not for Breeding by the primary litter owner. All completed Individual Dog Registration Applications for the litter must be received by the Business Office at one time.
- 2. If a puppy has died after the Individual Dog Registration Application has been sent to the primary litter owner, the owner will write boldly across the original application "deceased" or similar wording to indicate the puppy died. This original application will be included with the complete package of the litter's Individual Dog Registration Applications but will not be counted in the number of puppies in the litter when calculating fees.

Fees:

Litter age: 1-12 months \$12 per puppy
Litter age: 12-24 months \$27 per puppy
Litter age: 24 months and over \$47 per puppy

2.10 Returned Checks

With reference to returned checks, all paperwork, i.e., litter applications, individual dog registrations, transfers, kennel name applications, membership applications, etc., will be held pending clearance of the returned check. In the event the debt is not cleared within twenty days from date of notification to debtor, all privileges extended from ASCA including membership, advertising rights, registration of dogs, subscription of newsletters and others so specified, will be suspended. A \$40 fee will be charged on all returned checks.

Appendix A: Registry Forms Available on ASCA Website

Abandonment of an ASCA Registered Kennel Name

Artificial Insemination Using Frozen or Chilled Semen

Certified Pedigree Request Form

Kennel Name Registration Application

Lease Agreement for ASCA Registry Purposes Only

Limited Exhibition Privileges Application

<u>Litter Registration Application</u>

Litter Registration Application (German)

Litter Record Form for Litter Owner

Minor Signature Authorization Form

Multiple Sire Litter Registration Application

Not For Breeding Release

Other Registry Registration Application

Pedigree Research Request

Registered Name Change Request

Request for Duplicate Individual Registration Application

Request for Duplicate Registration Certificate

Transfer of Ownership Application