

**American Angus Association®**

**BREEDER'S  
REFERENCE  
GUIDE**

*Guidance for Angus Breeders*

# Guidance for Angus Breeders

The *Breeder's Reference Guide* includes essential information regarding the American Angus Association's Charter, Bylaws and Rules, as well as other integral programs important to Angus breeders. This publication is a valuable tool for use in conducting business as an Angus producer.

The Rules of the American Angus Association are adopted by the Board of Directors pursuant to the authority of the Association's Bylaws. These Rules are written to reflect current industry application and have been formatted to be easily read by the membership.

It is vital that members and those participating in Association programs understand and comply with all of the Rules and all applicable policies and guidelines.

As with other businesses, the Association's policies, reference materials, Rules and listings are often updated throughout the year. Please contact the American Angus Association at 816-383-5100 or visit [www.angus.org](http://www.angus.org) for the most current information.

The American Angus Association,<sup>®</sup> AHIR,<sup>®</sup> *Angus Journal*,<sup>®</sup> *Angus Beef Bulletin*,<sup>®</sup> Angus Genetics Inc.,<sup>®</sup> AngusSource<sup>®</sup> and Pathfinder<sup>®</sup> are registered marks of the American Angus Association.

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## Charter and Bylaws

The American Aberdeen-Angus Breeders' Association was organized at a general meeting of Aberdeen-Angus breeders and owners convened for that purpose at Chicago on the twenty-first day of November, 1883, and was duly incorporated under the statutes of the State of Illinois on the twenty-seventh day of November, 1883. The following is the Charter of the American Angus Association, as it has been amended on three occasions by vote taken at the Annual Convention of Delegates:

### Charter

**First:** That the name of such Association and legal title thereof shall be AMERICAN ANGUS ASSOCIATION. (By amendment passed on November 28, 1956)

**Second:** The purposes for which the Association is formed are (i) to maintain unimpaired the purity of certain cattle of the breed originally known as Polled Aberdeen-Angus and now known as Angus, (ii) to collect, verify, preserve and publish the pedigrees of that breed and such other information and data as it deems necessary to promote that breed of cattle, and (iii) to perform any other acts that best promote the interests of that breed of cattle.

In addition to the powers and privileges conferred upon the Association by law, by the Association's Bylaws, and those incidental thereto, the Association shall possess and may exercise all of the powers and privileges that are necessary or convenient to effect the purposes for which the Association is organized.

The Association has not been formed and shall not be operated for pecuniary profit and financial gain. The assets, net income and profit of the Association shall not inure to the benefit of or be distributed to or benefit its members, directors, officers or any private person, except that reasonable compensation may be paid to officers and employees of the Association and other persons in return for services or goods provided to the Association. In accordance with Section 501(c)(5) of the Internal Revenue Code of 1986 (the "Code"), or its successor, the Association shall promote the common business interests of its members, but shall not engage in a regular business of a kind ordinarily carried on for profit except in an incidental manner, as provided by law.

The Association shall not, except to an insubstantial degree, conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income taxation under Section 501(c)(5) of the Code and its regulations as in effect currently or as may hereafter be amended. (By amendment passed on November 15, 2004)

**Third:** That the number of directors of said Association shall be fifteen. The six additional directors authorized by the amendment to this charter adopted at the annual meeting of 1923 shall serve as follows: Two for two years from the annual meeting of 1923, two for three years from the annual meeting of 1923, and two for three years from the annual meeting of 1924. Hereafter five directors shall be elected each year by the annual convention of delegates of this Association for three year terms beginning immediately upon the adjournment of the annual convention of delegates. (By amendment passed on December 5, 1923 and December 3, 1924)

**Fourth:** That the names of the directors who shall manage the affairs of the Association for its first year are Charles Gudgell, Abiel Leonard, Wallace Estill, John Geary, William T. Holt, Stephen Peery, H.C. Burleigh, A.M. Fletcher, and Abner Graves.

In Testimony Whereof, we have hereunto set our hands, at the city of Chicago, in the State of Illinois, this twenty-third day of November, A.D. 1883.

WM. T. HOLT, CHAS. GUDGELL, H.W. ELLIOTT, A.B. MATTHEWS.

### **Amendment to the Charter: Process**

Amendment to the Charter of the Association may be made only if its Articles, as amended, contain such provisions as are lawful under the Corporation Act of the State of Illinois and amendments shall be made in the following manner.

The Board of Directors shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote at an annual meeting of the Convention Delegates, or at a special meeting of the Delegates called for such purpose.

Written or printed notice setting forth the proposed amendment, or a summary of the changes to be effected thereby, shall be mailed to each Delegate and Alternate Delegate entitled to vote at such meeting not less than five (5) nor more than forty (40) days before the date of such meeting.

The proposed amendment shall be adopted upon receiving at least two-thirds of the votes entitled to be cast by the Delegates present at such meeting.

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## Bylaws of the Association

The following Bylaws were adopted November 15, 2004, unless otherwise noted.

### Article I

#### Type of Corporation; Purposes; Offices; Records

**Section 1.1. The Association.** American Angus Association (the "Association") is a corporation that is organized under the Illinois General Not For Profit Corporation Act of 1986, as amended. Pursuant to its articles of incorporation (hereinafter referred to as its "Charter"), the Association has members as provided in Article II of these Bylaws.

**Section 1.2. Purposes Stated in Charter.** The purposes of the Association shall be those nonprofit purposes stated in the Charter.

**Section 1.3. Principal Office.** The principal office and location of the Association shall be at 3201 Frederick Avenue, Saint Joseph, Missouri 64506-2997, or at such other place in or outside the State of Illinois as may be designated from time to time by the Board of Directors.

**Section 1.4. Registered Office and Registered Agent.** The Association shall have and continuously maintain a registered office and registered agent in the State of Illinois. The location of the registered office and the name of the registered agent in the State of Illinois shall be as are stated in the Charter or as may be determined from time to time by the Board of Directors pursuant to the applicable provisions of law.

**Section 1.5. Records.** The Association shall keep as permanent records (i) the American Angus Herd Book, (ii) certain collected data and samples, as designated by the Board of Directors from time to time, and (iii) minutes of all meetings of its members (acting through delegates at a Convention of Delegates) and Board of Directors, a record of all actions taken by the directors without a meeting, and a record of all actions taken by committees of the Board of Directors. The Association shall maintain appropriate accounting records.

The Association or its agent shall maintain a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by classes. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

**Section 1.6. Seal.** The Board of Directors may adopt, and may alter or discontinue at its pleasure, a corporate seal.

### Article II

#### Membership

**Section 2.1. Classes of Membership.** There shall be five (5) classes of membership in the Association: (i) Life; (ii) Regular; (iii) Junior; (iv) Affiliate; and (v) Nonresident.

**Section 2.2. Compliance with Bylaws and *Breeder's Reference Guide*.** As a condition of membership in the Association, each member shall conform to and abide by these Bylaws and the *Breeder's Reference Guide* (which includes the Association's Charter, Bylaws and other rules and regulations), as each may be amended from time to time.



**Section 2.3. Application for Membership.** Application for membership shall be made by submitting to the Chief Executive Officer of the Association an application in the form prescribed by the Board of Directors, accompanied by the established membership fee. The Board of Directors shall have the power to accept or reject applications for membership, fix membership fees, and establish rules and regulations governing the rights and privileges of each class of membership, consistent with the provisions of these Bylaws.

**Section 2.4. Regular Memberships.** Regular Memberships may be granted by the Board of Directors to individuals (either in their individual names or in the names under which they operate their business) and entities (partnerships, corporations, limited liability companies, limited liability partnerships or any other legally recognized entity). All Applicants for Regular Membership must be residents of (in the case of individuals), or controlled by residents of (in the case of entities), the United States, including its territories and possessions, or Canada. Regular Members shall be assessed annual dues in the amount determined from time to time by the Board of Directors.

**Section 2.5. Life Membership.** Effective January 1, 2010, Life Memberships may be granted by the Board of Directors to individuals only and such Life Memberships are non-transferable. With respect to those Life Memberships in existence prior to October 1, 1980, such memberships may be held by individuals (either in their individual names or in the names under which they operate their business) or entities (partnerships, corporations, limited liability companies, limited liability partnerships or any other legally recognized entity). Life Memberships issued prior to October 1, 1980, may be transferrable one time only. All applicants for Life Membership and all current Life Members must be residents of (in the case of individuals), or controlled by residents of (in the case of entities) the United States, including its territories and possessions, or Canada. Life Members shall pay a one-time membership fee in an amount and in a manner that may be established by the Board of Directors from time to time. (As adopted November 15, 2010)

**Section 2.6. Junior Memberships.** Applicants for Annual Junior Membership must be individuals under 21 years of age and be residents of the United States, including its territories and possessions, or Canada. Annual Junior Members shall be assessed annual dues in the amount determined from time to time by the Board of Directors. Annual Junior Membership shall expire upon the attainment of age 21. Annual Junior Membership may be converted to a Regular Membership upon payment of annual dues or converted to a Life Membership with payment of fees in an amount that may be established by the Board of Directors from time to time. No multi-year Junior Memberships shall be issued after October 1, 2001. (As amended November 16, 2009)

**Section 2.7. Affiliate Memberships.** Applicants for Affiliate Membership must be individuals and entities who are residents of the United States, including its territories and possessions, or Canada. The qualifications for and privileges of Affiliate Membership shall be established by the Board of Directors from time to time.

**Section 2.8. Nonresident Memberships.** Applicants for Nonresident Membership shall be individuals and entities who are residents of countries other than the United States, including its territories and possessions, or Canada. Their qualifications, rights and privileges of membership shall be established by the Board of Directors from time to time.

**Section 2.9. Active vs. Inactive Members.** Each member shall be subject to classification by the Association as either Active or Inactive. Inactive Members shall not share in the benefits of membership. Specifically, an Inactive Member may not act in the appointment of delegates and may not serve as a delegate or alternate delegate. Additionally, no Inactive Member may serve as an officer or director of the Association. An Active Member shall be defined as follows:

**(a)** A Life and Nonresident Member shall be considered Active if they engaged in the registration of purebred Angus cattle within the last three (3) years.

**(b)** An Annual Junior Member shall be considered active if such member has paid annual dues in the past 12 months. A multiple year Junior Member shall be considered active if they have engaged in the registration of purebred Angus cattle within the last six (6) fiscal years.

**(c)** A Regular Member shall be considered Active if such member has paid annual dues in the past 12 months.

**(d)** An Affiliate Member shall be considered Active if they have had at least one (1) registered Angus animal transferred to their membership within the last three (3) fiscal years.

All other members shall be considered Inactive. (As amended on November 5, 2015)

**Section 2.10. Reinstatement of Inactive Members.** An Inactive Member may be reinstated by the Association upon meeting the applicable criteria set forth in Section 2.9.

**Section 2.11. Cessation of Membership.** Except as may otherwise be provided in the *Breeder's Reference Guide*, membership in the Association shall cease upon the death, resignation or expulsion of a member that is an individual, or upon the dissolution, liquidation, resignation or expulsion of a member that is an entity.

## Article III

### Convention of Delegates

**Section 3.1. Convention.** In lieu of meetings of the members, the Association shall have Conventions of Delegates, with such delegates to be chosen in accordance with these Bylaws by a representative of each Active Life Member and Active Regular Member. (As amended on November 15, 2010)

**Section 3.2. Annual Conventions.** An Annual Convention of Delegates shall be held within one hundred eighty (180) days following the close of the Association's fiscal year at such time and place as may be designated by the Board of Directors.

**Section 3.3. Special Conventions.** Special meetings of the Convention of Delegates may be called when the Board of Directors, by majority resolution, directs the Chief Executive Officer to call such meeting, or at the request, in writing, of not less than one-third of the duly elected delegates on the current Roll of Delegates and Alternates. Special meetings may be held at the office of the Association or at such other place as may be designated by the Board of Directors. Notices shall be sent to all delegates and alternate delegates at least thirty (30) days prior to any special meeting. Only the business specified in such notice shall be acted upon.

**Section 3.4. Roll of Delegates and Alternates; Districts.** The Roll of Delegates and Alternates who shall act at the Convention of Delegates shall be composed of delegates and alternate delegates elected from districts in the manner provided by these Bylaws. Each state and each territory of the United States, and Canada (without regard to its territories and provinces), shall constitute a district.

**Section 3.5. Determination of Number of Delegates and Alternate Delegates.** The number of delegates and alternate delegates to which each district is entitled shall be determined by the lists of Active Life Members and Active Regular Members recorded in the office of the Association each year on the last business day of the month in which the nomination period begins, and by the number of registrations processed for each district during the prior fiscal year. Each district shall be entitled to one (1) delegate and one (1) alternate delegate. In addition, each district shall be entitled to one (1) additional delegate and one (1) additional alternate delegate for every one hundred (100) Active Life Members or Active Regular Members (rounded up or down to the nearest whole delegate number), residing in such district. Furthermore, each district shall be entitled to one (1) delegate and one (1) alternate delegate for each three thousand (3,000) registrations processed from such

district during the Association's prior fiscal year. Notwithstanding the foregoing, each district having (i) more than twenty-five (25) Active Life Members or Active Regular Members but not more than one hundred fifty (150) Active Life Members or Active Regular Members, and (ii) less than three thousand (3,000) registrations processed from such district during the Association's prior fiscal year, shall be entitled to one (1) additional delegate and one (1) additional alternate delegate. (As amended on November 5, 2015)

**Section 3.6. Determination of Eligible Voting Members.** In order to be eligible to (1) receive and submit a nomination form, (2) receive and submit a ballot to vote for the delegates, and (3) be nominated and elected to serve as a delegate, each of the following criteria must be met:

(a) The individual must be (or be associated with) an Active Regular or Active Life Member when the nomination period begins;

(b) The member or individual acting on behalf of the member must be 18 years of age when the nomination period begins; and

(c) The member must have done one of the following during the preceding 12 months from when the nomination period begins:

(i) conducted a threshold dollar amount of business (excluding membership fees) with AAA and/or AGI, such threshold dollar amount to be set by the Board of Directors in its discretion from time to time; or

(ii) registered at least one animal.

(d) Be current with all financial obligations to the American Angus Association and all of its subsidiaries when the nominating period begins. (As adopted on November 4, 2019)

If the member meets these criteria, then the member will be considered an "Eligible Voting Member" and be able to participate in the election process. (As adopted on November 5, 2015)

**Section 3.7. Nomination of Delegates.**

(a) Upon the Association determining the number of delegates and alternate delegates applicable to each district, each district shall determine the individual delegates and alternate delegates to attend the Annual Convention of Delegates. No later than 210 days before the date of the Annual Convention of Delegates each year, the Chief Executive Officer shall notify each Eligible Voting Member of such member's right to nominate one delegate candidate. The Board of Directors may determine the form and method of delivery from time to time. The nomination period shall run from the date that nomination forms are distributed until the date that is 150 days before the Annual Convention of Delegates. (As amended on November 5, 2015)

(b) Nomination shall be on a form provided by the Association and delivered to the Chief Executive Officer.

(c) Only one representative of each Eligible Voting Member may nominate delegates. Although multiple individuals affiliated with any Eligible Voting Member are eligible to be nominated as delegates, the name of only one individual affiliated with a particular Eligible Voting Member may actually be placed on the ballot as a candidate for delegate. In the event that more than one individual affiliated with a particular Eligible Voting Member is nominated as a delegate, the selection of the one individual whose name is to be placed on the ballot as a candidate for delegate shall be made by a representative of such member; provided, however, if a representative of such member fails to make such selection, the name of the individual affiliated with such member whose name was first placed in nomination, as determined by the Association's records, shall be placed on such ballot. A representative of an Eligible Voting Member who makes such nomination may only nominate an individual (including himself or herself) (1) who resides in the district of the nominator and (2) who is affiliated with an Eligible Voting Member. (As amended on November 5, 2015)

(d) The term "resides in" shall mean the district in which the nominator and nominee engages in the breeding and registration of Angus cattle. However, no member may be a nominee from more than one district.

**Section 3.8. Election of Delegates.**

(a) The Chief Executive Officer shall prepare a ballot for each district, setting forth the date of the Annual Convention of Delegates, the name of the district, the number of delegates to be chosen by such district and the names of all of the candidates for the district, with such names listed in the order in which their nominations were received by the Chief Executive Officer. (As amended on November 5, 2015)

(b) The ballots shall be sent, by such method of delivery and in such form as determined by the Board of Directors from time to time, to all Eligible Voting Members at least one hundred twenty (120) days prior to the Annual Convention of Delegates. Only Eligible Voting Members may vote in the election of delegates. In order to be timely received, each ballot must be executed in accordance with the instructions accompanying such ballot and returned to the Chief Executive Officer at least ninety (90) days prior to the Annual Convention of Delegates. Ballots improperly executed or received less than ninety (90) days prior to the Annual Convention shall be null and void. (As amended on November 5, 2015)

(c) Each Eligible Voting Member may vote for the number of delegates to be chosen by the district, as indicated on the ballot. In lieu of voting in favor of a listed candidate, each Eligible Voting Member may write in the name of any other Eligible Voting Member residing in such district. (As amended on November 5, 2015)

(d) When the ballots are received by the Chief Executive Officer, he or she shall carefully preserve them until two (2) Election Observers have been appointed by the Board of Directors. Such appointees shall be active Regular or Life Members. The Election Observers shall observe the counting or computation of the ballots and may make determinations relating to improperly executed or submitted ballots. (As amended November 5, 2015)

(e) The candidate or candidates receiving the largest number of votes in each district shall be declared elected as delegates. In the event of a tie, such tie shall be broken by drawing one of the names from lot, and the name so drawn shall be declared elected as a delegate.

(f) The delegate receiving the largest number of votes in each district shall be chairperson of the district delegation. In the event of a tie, such tie shall be broken by drawing one of the names from lot, and the name so drawn shall be declared the chairperson.

(g) After the number of delegates to which each district is entitled have been elected, an equal number of candidates receiving the next largest number of votes shall be declared elected as alternate delegates for such districts. In the event of a tie, such tie shall be broken by drawing one of the names from the lot, and the name so drawn shall be declared elected as an alternate delegate. Alternate delegates shall be entitled to act as delegates only in the event that a delegate from such alternate delegate's district is unable or fails to attend the Annual Convention of Delegates, and in the precedence of the number of votes received by each. (As amended on November 5, 2015)

(h) Delegates and alternate delegates must remain affiliated with an Eligible Voting Member at the time of any Convention of Delegates in order to be eligible to vote at that Convention of Delegates. (As adopted on November 5, 2015)

**Section 3.9. Roll of Delegates.**

(a) The Election Observers shall report the Roll of Delegates and Alternates to the Chief Executive Officer at least fifty (50) days before the Annual Convention of Delegates. The Chief Executive Officer shall send notice of election to those delegates and alternate delegates whose names appear on the Roll of Delegates and Alternates at least thirty (30) days before the date of the Annual Convention of Delegates. The notice shall designate the time and place of the Annual Convention of Delegates.

(b) The Election Observers shall deliver the Roll of Delegates and Alternate Delegates to the Convention of Delegates immediately upon its assembly, which shall approve or disapprove of such Roll of Delegates and Alternate Delegates.

(c) The Roll of Delegates and Alternate Delegates prepared by the Election Observers and approved by the Annual Convention of Delegates shall constitute the official roll of Delegates and Alternate Delegates until the next Annual Convention of Delegates.

**Section 3.10. Quorum and Manner of Acting.** Except as otherwise may be provided by law or by the Charter, one half of the delegates entitled to vote shall constitute a quorum. Every decision of a majority of the delegates constituting any such quorum shall be valid as a corporate act, except in those specific instances in which a larger vote is required by law, by the Charter or by these Bylaws. If, however, the quorum specified above should not be present at any meeting, but at least ten percent (10%) of the delegates entitled to vote are present, the delegates present and entitled to vote shall have power successively to adjourn the meeting and to act as a quorum for such limited purpose, without notice to any delegate other than announcement of the time and place at the meeting, to a specified date not longer than seventy (70) days after such originally scheduled date. At any subsequent session of the meeting at which a quorum is present, any business may be transacted that could have been transacted at the initial session of the meeting if a quorum had been present.

**Section 3.11. Voting at the Annual Convention of Delegates; No Proxies or Cumulative Voting.**

(a) Unless otherwise required by law, the Charter or these Bylaws, at all meetings of the Convention of Delegates, all matters shall be decided upon by a majority of the total number of votes cast at a meeting at which a quorum is present.

(b) Each delegate attending the Convention of Delegates shall have one vote upon all matters.

(c) There shall be no cumulative voting or voting by proxy.

**Section 3.12. Order of Business.** Unless otherwise determined by the presiding officer, the order of business at the Annual Convention of Delegates shall include and be as follows:

(a) Call to order.

(b) Report of Election Observers.

(c) Roll Call.

(d) Reading and approval of Minutes of preceding meeting.

(e) Report of Chief Executive Officer.

(f) Report of Treasurer.

(g) Election of a Director to fill each unexpired term to which an interim appointment was made by the Board of Directors.

(h) Election of a Director to fill each unexpired term that was not filled by an interim appointment made by the Board.

(i) Election of five Directors for terms of three years each.

(j) Other Reports.

(k) Unfinished Business.

(l) New Business.

(m) Election of President and Chairman of the Board.

(n) Election of Vice President and Vice Chairman of the Board.

(o) Adjournment.

**Section 3.13. Presiding Official.** Every Convention of Delegates, for whatever object, shall be convened and presided over by the President and Chairman of the Board.

## Article IV

### Directors

**Section 4.1. Powers.** All corporate powers shall be exercised by or under the authority of, and the affairs of the Association shall be managed under the direction of, the Board of Directors of the Association. The Board of Directors shall have and is vested with all and unlimited powers and authorities, except as it may be expressly limited by law, the Charter or these Bylaws, to direct the property, affairs and activities of the Association, to determine the policies of the Association, to adopt the rules of the Association, to do or cause to be done any and all lawful things for and on behalf of the Association, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes; provided, however, that (a) the Board of Directors shall not authorize or permit the Association to engage in any activity not permitted to be transacted by the Charter or by a corporation organized under the Illinois General Not For Profit Corporation Act of 1986, as amended, (b) none of the powers of the Association shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the Association, and (c) all income and property of the Association shall be applied exclusively for its nonprofit purposes.

The Association shall not, except to an insubstantial degree, conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(5) of the Internal Revenue Code of 1986, as amended, and its regulations as in effect currently or as may hereafter be amended. The Association shall not be operated for pecuniary profit and financial gain. The assets, net income and profit of the Association shall not inure to the benefit of or be distributed to or benefit its members, directors, officers or any private person, except that reasonable compensation may be paid to officers and employees of the Association and other persons in return for services or goods provided to the Association. In accordance with Section 501(c)(5) of the Internal Revenue Code of 1986, as amended, or its successor, the Association shall promote the common business interests of its members, but shall not engage in a regular business of a kind ordinarily carried on for profit except in an incidental manner, as provided by law.

**Section 4.2. Number; Qualifications.** The Board of Directors shall consist of fifteen (15) directors, of whom five (5) shall be elected annually. All directors shall be at all times either Active Life Members or Active Regular Members. In addition to the fifteen (15) directors so elected annually, the person who is elected to the office of Vice President and Vice Chairman of the Board shall, by virtue of such election, also be a director and a member of the Board so long as such person holds such office. (As amended November 12, 2007)

**(a)** Must meet the standards set forth in section 3.6. (As adopted on November 4, 2019)

**(b)** Any financial obligation more than sixty (60) days past due is cause for immediate disqualification. (As adopted on November 4, 2019)

**Section 4.3. Election and Terms of Office.** Each director shall hold office until the term of office of such director's successor has commenced, or until such director's earlier death, incapacity, disqualification, resignation or removal. At each Annual Convention of Delegates, new directors shall be elected by the delegates to succeed those directors whose terms expire with such annual meeting. Each individual elected as a director shall serve until the third following annual Convention of Delegates and until the term of office of such director's successor has commenced, or until such director's earlier death, incapacity, disqualification, resignation or removal. No member of the Board of Directors shall be eligible for election as a director for more than two (2) full successive terms. However, a director completing the unexpired portion of the term of a former director shall not be deemed to have served a full elected term within the meaning of this Section 4.3.

**Section 4.4. Commencement of Term of Office.** The term of office of a person elected a director shall not commence until the time the person accepts the office of director either by a written acceptance or by participating in the affairs of the Association at a meeting of the Board of Directors or otherwise.

**Section 4.5. Vacancies.**

(a) Vacancies on the Board of Directors resulting from the death, resignation, removal, incapacity or disqualification of a director (including pursuant to Section 4.5(b)), or by reason of an increase in the number of directors or the failure of an elected director to accept the office of director, may be filled by a majority vote of the remaining members of the Board of Directors (even though the directors remaining in office constitute fewer than a quorum) at any annual meeting or at a special meeting called for that purpose. A director elected to fill a vacancy shall meet any qualifications set forth in these Bylaws, and shall serve for the unexpired term of such director's predecessor and until the term of office of such director's successor has commenced.

(b) If a director, during his term of office, shall become an inactive member, or shall fail to attend meetings, or otherwise fail to perform the duties of a director, the Board of Directors may, after appropriate notice to such director, remove such director from office and declare a vacancy.

**Section 4.6. Resignation.** Any director may resign from the Board of Directors by delivering a written notice thereof to the Board of Directors, its presiding officer, or to the Chief Executive Officer. Such resignation shall be effective when such notice is delivered, unless a later date is specified in the notice.

**Section 4.7. Compensation; Expenses.** No director shall receive compensation from the Association for any service such person may render to it as a director. When the directors or the Executive Committee meet in connection with Association business or Association-approved events, their reasonable expenses, as determined by the Board of Directors, incurred for such meetings shall be paid from the funds of the Association.

**Section 4.8. Executive Committee.** There shall be a standing committee of the Board known as the Executive Committee. The Executive Committee shall consist of at least three (3) but no more than five (5) directors, appointed by the Board of Directors. The President and Chairman of the Board and the Vice President and Vice Chairman of the Board shall also be voting members of the Committee and shall be counted for purposes of a quorum. The Chief Executive Officer shall be a non-voting member and shall not be counted for purpose of a quorum. In addition to its other duties specified in these Bylaws, the Executive Committee shall have the authority of the Board of Directors in the management of the Association during those periods when the Board is not in session. The Committee shall hold meetings at such times and places as may be deemed expedient for the transaction of business of the Association. Any action taken by the Executive Committee at such meeting shall be reported in writing to the Board of Directors at its next regularly scheduled meeting.

**Section 4.9. Other Committees.**

(a) The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more other committees and shall have and exercise the authority of the Board in the management of the Association to the extent provided in the designating resolution. Other committees may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Each such other committee shall have such duties and authority as are from time to time delegated to it by the Board of Directors. Each committee shall have two or more directors, a majority of its membership shall be directors of the Association, and all committee members shall serve at the pleasure of the Board.

(b) Committees of the Board of Directors, including the Executive Committee, and members of such committees are governed by Article IV with respect to meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements; provided, however, that no committee shall be required to hold an annual meeting and provided, further, that a majority of the number of persons serving on a committee immediately before a meeting begins "shall constitute a quorum for the transaction of business at such meeting of such committee.

(c) All committees so appointed shall, unless otherwise provided by the Board of Directors, keep regular minutes of the transactions of their meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Association and shall report the same to the Board of Directors at or prior to its next meeting. The Chief Executive Officer or his or her designee may act as secretary of any such committee if the committee so requests.

(d) No committee of the Board may:

- (i) adopt a plan for the distribution of the assets of the Association, or for dissolution;
- (ii) approve or recommend to members or delegates any act required by law to be approved by members or delegates, except that committees involved in the process of the election, nomination, qualification, or credentials of directors may make recommendations to the delegates relating to electing directors;
- (iii) fill vacancies on the Board or on any of its committees;
- (iv) elect, appoint or remove any officer or director or member of any committee, or fix the compensation of any member of a committee;
- (v) adopt, amend, or repeal the Charter or these Bylaws;
- (vi) adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Association; or
- (vii) amend, alter, repeal or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

## Article V

### Meetings of the Board of Directors

**Section 5.1. Annual Meetings of the Board.** The newly elected members of the Board and those members of the Board who continue in office shall meet annually (a) immediately following the adjournment of the Annual Convention of Delegates, at the same location as such meeting, or at such other time and place, either within or without the State of Illinois, as shall be established at the Annual Convention of Delegates, and no notice of such Board meeting shall be necessary to any directors in order legally to constitute the meeting, provided a quorum shall be present, (b) if not so established or if a quorum shall not be present, the members of such Board may meet at such time and place as shall be consented to in writing by a majority of the directors, provided that notice of such meeting shall be given to each of the other directors in the same manner as provided in Section 5.4 with respect to the giving of notice of special meetings of the Board except that it shall not be necessary to state the purpose of the meeting in such notice, or (c) regardless of whether or not the time and place of such meeting shall be so established, the members of such Board may meet at such time and place as shall be consented to in writing by all of the directors. At the annual meeting of the Board of Directors, the directors shall each year elect the members of the Executive Committee, a Chief Executive Officer, such Assistant Secretaries and Assistant Treasurers and subordinate officers as the Board may deem necessary for the conduct of the affairs of the Association.

**Section 5.2. Quarterly Meetings.** In addition to the Annual Meeting, the Board of Directors shall hold quarterly meetings at such time and place as may be determined from time to time by resolution of the Board. Notice of a quarterly meeting need not be given. Any business may be transacted at a quarterly meeting. At the last quarterly meeting of the fiscal year, the Board of Directors shall elect a new Treasurer.



**Section 5.3. Special Meetings.** Special meetings of the Board of Directors may be called by the President and Chairman of the Board or by at least a majority of the directors to be held at any time and for any purpose or purposes. Special meetings shall be held at the principal office of the Association or at such place or places, within or without the State of Illinois, as the Board of Directors shall have determined.

**Section 5.4. Notice of Meetings.** Notice of each special meeting of the Board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be provided to each director by the officer or directors calling the special meeting and shall be given and effective at least two (2) days before the day on which the meeting is to be held. "Notice" and "call" with respect to such meetings shall be deemed to be synonymous.

**Section 5.5. Quorum.** Unless otherwise required by law or provided elsewhere in these Bylaws, the presence of at least eight (8) of the directors in office immediately before a meeting begins shall be requisite for and shall constitute a quorum for the transaction of business at all meetings. The act of a majority of the directors present at a meeting at which a quorum is present shall be valid as the act of the Board of Directors except in those specific instances in which a larger vote may be required by law, by the Charter or by these Bylaws.

**Section 5.6. Adjournment.** If the quorum specified above should not be present at any such meeting, but at least one-third of the directors in office are present, the directors present shall have power successively to adjourn the meeting, and to act as a quorum for such limited purpose, without notice other than announcement at the meeting, to a specified date. At any such adjourned meeting at which a quorum shall be present any business may be transacted that could have been transacted at the original session of the meeting.

**Section 5.7. Voting; No Proxies.** Each director present at any meeting shall be entitled to cast one (1) vote on each matter coming before such meeting for decision. If the President and Chairman of the Board is not a member of the Board of Directors by election, he or she shall have a vote in the Board of Directors in case of a tie. No director may act by proxy on any matter.

**Section 5.8. Meetings by Conference Telephone or Similar Communications Equipment.** Members of the Board of Directors may participate in a meeting of the Board through the use of a conference telephone or interactive technology, including but not limited to electronic transmission, Internet usage, or remote communication, by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

**Section 5.9. Action Without a Meeting.** Any action that is required to be or may be taken at a meeting of the directors may be taken without a meeting if one or more written consents describing the action so taken are signed by all members of the Board. The consents shall have the same force and effect as a vote at a meeting duly held and may be described as such in any document. The Chief Executive Officer shall file such consents with the minutes of the meetings of the Board of Directors.

## Article VI Officers

**Section 6.1. General.** The officers of the Association shall be a President and Chairman of the Board, a Vice President and Vice Chairman of the Board, a Chief Executive Officer, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as the Board of Directors may elect. The President and Chairman of the Board and the Vice President and Vice Chairman of the Board shall be elected at each Annual Convention of Delegates. The President and Chairman of the Board and the Vice President and Vice Chairman of the Board must at all times be an Active Life Member or an Active Regular Member. The same person may simultaneously hold more than one office in the Association.

The officers, other than the President and Chairman of the Board and the Vice President and Vice Chairman of the Board, shall serve at the pleasure of the Board until the next annual meeting of the Board of Directors or until their earlier death, incapacity, disqualification, resignation or removal. At each subsequent annual meeting of the Board of Directors, the newly elected Board shall elect officers (other than the President and Chairman of the Board and the Vice President and Vice Chairman of the Board, who are elected by the delegates, and the Treasurer, who is elected at the last quarterly meeting of the Board of the fiscal year) to serve at the pleasure of the Board until the next annual meeting of the Board or until their earlier death, incapacity, disqualification, resignation or removal.

The election or appointment of an officer does not itself create any contract rights. (as amended Nov. 12, 2007.)

**Section 6.2. Resignation.** An officer may resign by delivering a written notice thereof to the President and Chairman of the Board or Chief Executive Officer. Such resignation shall be effective when such notice is delivered, unless a future effective date is specified in the notice.

**Section 6.3. Removal.** Any officer or any employee or agent of the Association may be removed or discharged for any lawful purpose by the Board of Directors at any time with or without cause, but such removal or discharge shall not affect the contract rights, if any, of the person so removed or discharged.

**Section 6.4. Compensation.** No officer who is also a member of the Board of Directors shall receive any salary or compensation for serving as a director. The President and Chairman of the Board and Vice President and Vice Chairman of the Board shall serve without compensation. The salary and compensation of the Chief Executive Officer shall be annually determined by the Board of Directors. The salary and compensation of all officers (other than the President and Chairman of the Board, the Vice President and Vice Chairman of the Board and the Chief Executive Officer) shall be annually determined by the Chief Executive Officer.

Each officer may be reimbursed for actual expenses if they are reasonable and incurred in connection with the business and activities of the Association.

### **Section 6.5. Vacancies.**

**(a)** Vacancies caused by the death, incapacity, disqualification, resignation or removal of an officer of the Association, other than the President and Chairman of the Board and Vice President and Vice Chairman of the Board, shall be filled by the Board of Directors at any annual or other regular meeting or at any special meeting called for that purpose, and such person or persons so elected to fill any such vacancy shall serve at the pleasure of the Board until the next annual meeting of the Board or until such person's earlier death, incapacity, disqualification, resignation or removal.

**(b)** Vacancies caused by the death, incapacity, disqualification, resignation or removal of the President and Chairman of the Board and Vice President and Vice Chairman of the Board shall be filled by the Board of Directors at any annual or other regular meeting or at any special meeting called for that purpose, and such

person or persons so elected to fill such vacancy shall serve the remainder of such person's term or until such person's earlier death, incapacity, disqualification or resignation.

**Section 6.6. President and Chairman of the Board.** The President and Chairman of the Board shall preside at all meetings of the Convention of Delegates, the Board of Directors and the Executive Committee at which the President and Chairman of the Board may be present. The President and Chairman of the Board shall direct the affairs of the Association, report to the Annual Convention of Delegates, make such suggestions to the Membership of the Association as he or she may deem advisable, and shall have such general executive powers and duties of supervision and management as are usually vested in the office of the chairman of the board of a corporation. (As amended November 12, 2007)

**Section 6.7. Vice President and Vice Chairman of the Board.** In the event of the death or during the absence, incapacity, or inability or refusal to act of the President and Chairman of the Board, the Vice President and Vice Chairman of the Board shall be vested with all the powers and perform all the duties of the office of President and Chairman of the Board until the Board otherwise provides, including to preside at the Annual Convention of Delegates and meetings of the Board of Directors and the Executive Committee. (As amended November 12, 2007)

**Section 6.8. Chief Executive Officer.** The Chief Executive Officer shall act as the chief executive officer of the Association, subject to the authority of the Board of Directors, and shall be responsible for the day-to-day operations of the Association. The Chief Executive Officer shall (i) keep exact minutes of the meetings of the Convention of Delegates, the Board of Directors and the Executive Committee, (ii) receive and verify entries for insertion in the Herd Book, (iii) issue all Certificates of Membership and Registry, and keep a record of all such certificates issued, (iv) edit and prepare the Herd Book, (v) keep on file all documents constituting the authority for pedigrees and hold them subject to inspection of any Member of the Association, (vi) keep a record of all transfers of animals, (vii) issue all notices of meetings, (viii) hire, retain and dismiss employees of the Association and determine their salaries, and (ix) execute all orders of the Board of Directors or the Executive Committee concerning matters pertaining to his or her office. In the performance of his or her duties the Chief Executive Officer is authorized to expend such sums of money as the Board of Directors from time to time shall appropriate for carrying on the business of the Association, and shall keep an accurate account in detail of all moneys received and paid out by him or her. The Chief Executive Officer is prohibited from soliciting the nomination or election of any person as a delegate to the Annual Convention of Delegates. Unless acting at the specific direction of the Board of Directors, the Chief Executive Officer shall also be prohibited from seeking to influence by letter or otherwise the actions of delegates at any Convention of Delegates. (As amended November 12, 2007)

**Section 6.9. Assistant Secretaries.** In lieu of a secretary, the Association shall have one or more Assistant Secretaries, each of which shall perform the duties of the secretary of a corporation. At the request of the Chief Executive Officer or, in the absence or disability of the Chief Executive Officer, the Assistant Secretary designated by the President and Chairman of the Board (or, in the absence of such designation, the Assistant Secretary designated by the Board of Directors or the Executive Committee) shall perform all the duties of the Chief Executive Officer and, when so acting, shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer. The Assistant Secretaries shall have such other duties as may be from time to time assigned to them by the Board of Directors, the Executive Committee, the President and Chairman of the Board or the Chief Executive Officer.

**Section 6.10. Treasurer.** The Treasurer shall be the custodian of the funds and securities of the Association and shall deposit, invest, and disburse such funds as the Board of Directors may determine.

**Section 6.11. Assistant Treasurers.** At the request of the Treasurer or, in the absence or disability of the Treasurer, the Assistant Treasurer designated by the President and Chairman of the Board (or, in the absence of such designation, the Assistant Treasurer designated by the Board of Directors or the Executive Committee) shall perform all of the duties of the Treasurer and, when so acting, shall have all the powers of, and be subject to all of the restrictions upon, the Treasurer. The Assistant Treasurers shall have such other duties as may be from time to time assigned to them by the Board of Directors, the Executive Committee, the President and Chairman of the Board or the Treasurer.

**Section 6.12. Subordinate Officers.** Subordinate officers shall perform such duties and be responsible to such other officers as the Board of Directors shall designate.

## Article VII

### General Provisions

**Section 7.1. Depositories and Checks.** The moneys of the Association shall be deposited in such manner as the Treasurer shall direct in such banks or trust companies as the Treasurer may designate and shall be drawn out by checks signed in such manner as may be provided by resolution adopted by the Board of Directors.

**Section 7.2. Debts.** No member of the Association, as such, shall contract any debts in the name of the Association. No officer of the Association shall incur any liabilities in the name of the Association without the express authority of the Board of Directors, the Executive Committee or the Chief Executive Officer except in the ordinary course of business of the Association.

**Section 7.3. Bonds.** Any officer or employee handling money of the Association shall be insured or otherwise bonded at the Association's expense if the Board of Directors so requires.

**Section 7.4. Custodian of Securities.** The Board of Directors may from time to time appoint one or more banks, trust companies or investment advisors to act for reasonable compensation as custodian of all securities and other valuables owned by the Association, and to exercise in respect thereof such powers as may be conferred by resolution of the Board of Directors. The Board of Directors may remove any such custodian at any time.

**Section 7.5. Annual Audit.** An annual audit of the accounts of the Assistant Secretaries and Treasurer for the year ending September 30 next prior to the Annual Convention of Delegates shall be made by certified public accountants, and shall be reported to the Annual Convention of Delegates.

**Section 7.6. Notice.** Unless otherwise set forth in these Bylaws, any notice required or desired to be given under these Bylaws or otherwise to any director, member or delegate shall be given in writing or by any other means allowed by law, as amended, and shall be deemed given and effective at the earliest of the following

- (a) when received by the director or member being notified;
- (b) five (5) days after deposit in the United States mail, as evidenced by the postmark, if mailed correctly addressed and with first-class postage affixed; and
- (c) on the date shown on the return receipt, if sent by facsimile or electronic transmission.

**Section 7.7. Fiscal Year.** Until changed by the Board of Directors, the fiscal year of the Association shall end on September 30.

## Article VIII

### Discipline, Suspension or Expulsion

**Section 8.1. Misconduct.** The following acts by a member of the Association (for purposes of this Article VIII, a "Member"), or a holder of a Certificate of Registration issued by the Association (a "Holder"), shall constitute misconduct ("Misconduct") on the part of such Member or Holder, subjecting such a Member or Holder to the provisions of this Article VIII:

(a) Making any misrepresentation or perpetrating a fraud in connection with any rule, requirement or regulation of this Association, including the breeding, showing, registration, purchase or sale of Angus cattle or with respect to the submission of data or other information to the performance records programs or other types of programs that may be developed from time to time.

(b) Violating any other rule or regulation of the Association, as such rules and regulations are adopted and amended from time to time.

(c) Violating any Bylaw of the Association, as such Bylaws are adopted from time to time.

### Section 8.2. Complaint Procedure.

(a) The following individuals or entities (a "Complainant") shall have the right to make a complaint to the Chief Executive Officer, with respect to any Member or Holder, alleging that such a Member or Holder has engaged in Misconduct:

(i) Any Active Life or Regular Member of the Association;

(ii) Any employee of the Association.

(b) A Complainant may only make a complaint against a Member or Holder by means of a written submission to the Chief Executive Officer of the Association.

(c) No complaint will be considered by the Chief Executive Officer, or by any other director or officer of the Association, which does not set forth a plain statement or allegation of facts therein upon which the allegation of Misconduct is based.

(d) If the Chief Executive Officer receives a written complaint, made pursuant to the requirements of this Article VIII, the Chief Executive Officer shall submit the written complaint to the Executive Committee for its consideration.

### Section 8.3. Investigations of Misconduct.

(a) An investigation of any Misconduct shall be undertaken by the Executive Committee in the following situations:

(i) Where the Chief Executive Officer submits a written complaint to the Executive Committee, and the Executive Committee determines that the factual allegations made in the complaint, if assumed to be true, would constitute Misconduct under this Article VIII; or

(ii) Where the Executive Committee directs the initiation of an investigation of the possible Misconduct of any Member or Holder. In such an event, the Executive Committee shall make a written complaint consistent with the requirements for member complaints under this Article VIII.

(b) If an investigation into alleged Misconduct by a Member or Holder is undertaken by the Executive Committee pursuant to the provisions of this Article VIII, the investigation shall proceed as set forth below.

(c) The Executive Committee, for the purposes of conducting its investigation, may appoint any employees, agents, or attorneys of the Association, to conduct the investigation on behalf of the Executive Committee.

**(d)** The Executive Committee may request and receive both written or oral evidence from relevant individuals or entities, including the Member or Holder against whom the complaint has been made (“the Respondent”). Neither the federal rules of evidence, nor any rules of evidence promulgated by any state government, nor any other codified rules of evidence shall have any application to the investigation.

**(e)** The Executive Committee may require the Respondent to meet with any of the employees, agents or attorneys appointed by the Executive Committee, at a designated date, time and location, in order to respond to the written complaint made against the Respondent. The Respondent must be given ten (10) calendar days advance notice of the designated date, time and location. Such notice shall be deemed to have been timely given if sent via certified or registered mail, or by a nationally recognized courier service specifying overnight delivery, fourteen (14) calendar days in advance of the designated date.

**(f)** The Executive Committee may also require the Respondent to allow any of the employees, agents or attorneys appointed by the Executive Committee, to personally secure blood or DNA materials from relevant animals or to inspect and copy relevant records or information in the possession, custody or control of the Respondent, other members and holders or to do both.

**(g)** As an alternative or in addition to a physical appearance, the Executive Committee may require the Respondent to submit a written statement, or statements, to the Executive Committee at a designated date, time, and location, in order to respond to the written complaint made against the Respondent. The Respondent must be given fourteen (14) calendar days advance notice of the designated date, time and location. Such notice shall be deemed to have been timely given if sent via certified or registered mail, or by a nationally recognized courier service specifying overnight delivery, eighteen (18) days in advance of the designated date.

**(h)** If such notice is provided and the Respondent shall fail to make a physical appearance or provide a written statement or fail to permit the Executive Committee’s appointed representatives access, as may be required by the Executive Committee, at the designated date, time and location, the Executive Committee may suspend the membership privileges of such a Respondent, if a member, or may suspend the rights of the Respondent to transfer any Certificate of Registration held by him, if a Holder, until such time as the Respondent complies with the provisions of this Article VIII.

**(i)** At the conclusion of the investigation provided for under this Article VIII, the Executive Committee shall consider all of the evidence gathered during the investigation and make a determination as to whether to refer the complaint to the Board of Directors for its consideration, and for possible disciplinary action against the Respondent. If the Executive Committee determines to refer the complaint to the Board, the Executive Committee shall, correspondingly, forward to the Board all of the evidence gathered during the investigation conducted on behalf of the Executive Committee. The person or persons who conduct the investigation on behalf of the Executive Committee shall not participate in the deliberations of the Executive Committee regarding making a referral to the Board.

#### **Section 8.4. A Hearing Before the Board of Directors.**

**(a)** If the Executive Committee refers a complaint to the Board for its consideration, the Board, shall confer and designate a date, time and location for a hearing before the Board to consider the complaint. The Board shall have the right to prescribe the time to be set aside at such hearing for presentation of the referred matter and to apportion that time as it sees fit.

**(b)** A hearing before the Board to consider a complaint against the Respondent may proceed pursuant to the following rules and restrictions:

**(c)** The Respondent must be given at least twenty (20) calendar days advance notice of the designated date, time, and location for the hearing before the Board. Such notice shall include a photocopy of the written complaint made against the Respondent. Such notice shall be deemed to have been timely given if sent via certified or registered mail, or by a nationally recognized courier service specifying overnight delivery, twenty-

four (24) calendar days prior to the designated date. Further, the Respondent must be given photocopies of all of the written evidence gathered during the investigation by the Executive Committee's appointed representatives at least twenty (20) calendar days prior to the designated date and time for the hearing before the Board. Further, if the Association intends to offer the oral testimony of any witnesses at the hearing before the Board, the Association must give Respondent notice of the name of each such witness at least ten (10) calendar days prior to the designated date and time for the hearing before the Board. Notice shall be deemed to have been timely given if sent via certified or registered mail, or by a nationally recognized courier service specifying overnight delivery, fourteen (14) days in advance of the designated date.

**(d)** The hearing shall not be subject to either the rules or the formality associated with judicial proceedings. The proceedings shall, where practicable, be transcribed, and witnesses will be sworn and subject to cross-examination. The Board may consider any and all of the evidence acquired by the Executive Committee's appointed representatives during its investigation. Neither the federal rules of evidence, nor any rules of evidence promulgated by any state government, nor any other codified rules of evidence shall have any application, so as to require the inclusion or exclusion of any particular evidence at the hearing before the Board.

**(e)** The Board may receive and consider additional evidence to that acquired by the Executive Committee's appointed representatives during its investigation, whether written or oral. If the Board receives additional oral testimony, the Respondent shall have, at that time, the right to cross examine any witness providing additional oral testimony.

**(f)** The Respondent shall have the right to appear in person and to be represented by an attorney.

**(g)** Notwithstanding any other provision of this Article VIII, during any hearing before the Board under this Article VIII, if the Board shall receive any oral testimony from witnesses, the Respondent shall have at that time the right to cross-examine any such witness providing oral testimony.

**(h)** The appointed representatives who conduct the investigation on behalf of the Executive Committee, or any further investigation on behalf of the Board, shall not participate in the deliberations of the Board at the hearing.

**(i)** After considering all of the evidence forwarded to it by the Executive Committee, and any additional evidence presented during the hearing, the Board shall make a determination as to whether the alleged Misconduct occurred. If the Board determines that the Respondent has engaged in Misconduct, the Board may, by a vote of a majority of a quorum of the Board, discipline the Respondent, including but not limited to suspending, qualifying or restricting some or all of the membership privileges of any such Member for a time certain, suspending the rights of any such Holder to transfer any Certificate of Registration for a similar period or expelling any such Member from the Association, permanently or temporarily terminating such Member's membership privileges, permanently or temporarily terminating the rights of a Holder to transfer any Certificate of Registration held, canceling any registration of any animal owned by any such Member or Holder, or taking any other action the Board deems appropriate.

#### **Section 8.5. Appeal to the Annual Convention of Delegates.**

**(a)** If the Board of Directors suspends or expels the Respondent, the Respondent shall have the right to appeal that decision to the Association's delegates at the next succeeding Annual Convention of Delegates. The Respondent must exercise this right by providing written notice to the Board of the Respondent's intention to make such an appeal within ten (10) days of the decision of the Board to suspend or expel the Respondent. Such notice shall be deemed to have been timely given if sent via certified or registered mail, or by a nationally recognized courier service specifying overnight delivery, fourteen (14) days following the date of the Board's decision. If the suspended or expelled Member or Holder shall fail to give the required written notice to the

Board within the prescribed period of time, the Member or Holder shall have no right to make any appeal to the Annual Convention of Delegates.

**(b)** The Respondent's appeal to the Annual Convention of Delegates shall proceed in accordance with those rules and restrictions that may be established by the Board from time to time. After the Annual Convention of Delegates has heard from both the Respondent and the Association, in accordance with those rules and restrictions established by the Board, the delegates present at the Annual Convention of Delegates shall have the right to cast a vote, by secret ballot, as to whether to sustain the act of the Board in suspending or expelling the Respondent. If a majority of the delegates present and voting shall vote that the act of the Board in suspending or expelling the Respondent should be sustained, then any suspension of a Respondent shall continue until removed by the Board, and any Respondent ordered by the Board to be expelled from the Association shall be deemed so expelled from the Association. If a majority of the delegates present and voting shall not vote that the act of the Board in suspending or expelling the Respondent should be sustained, then the Respondent shall be deemed thereafter not to have engaged in the alleged Misconduct, any suspension then in place shall be ended and no further penalty shall be imposed on the Respondent with respect to the alleged Misconduct.

## **Article IX**

### **Indemnification Policy of the American Angus Association**

#### **Section 9.1. Indemnification in Actions by Third Parties.**

The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of the Association) by reason of the fact that such person is or was serving in an Indemnifiable Capacity hereinafter defined) against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlements and all amounts paid connection therewith are approved in advance by the Association in accordance with Section 9.4, which approval shall not be unreasonably withheld), attorneys' fees, ERISA excise taxes penalties, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Association shall not be required to indemnify or advance expenses to any such person seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the Board of Directors of the Association. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction, or under a plea of nolo contendere or its equivalent shall not of itself, create a presumption that such person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

**Section 9.2. Indemnification in Derivative Action.** The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was serving in an Indemnifiable Capacity against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with Section 9.4, which approval shall not be unreasonably withheld) and all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement



of such action, suit or proceeding (including without limitation the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification under this Section 9.2 shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of such person's duty to the Association unless and only to the extent that the court in which the action, suit or proceeding was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

**Section 9.3. Indemnification for Success on the Merits or Otherwise.** Notwithstanding the other provisions of this Article IX, to the extent that a person who is or was serving in an Indemnifiable Capacity has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1 or 9.2 (including without limitation the dismissal of any such action, suit or proceeding without prejudice or the settlement of such action, suit or proceeding without admission of fault or liability), or in defense of any claim, issue or matter therein, such person shall be indemnified against amounts approved by the Association to be paid in settlement of any such action, suit or proceeding and against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith. For purposes of this Section 9.3, references to the "association" shall include, in addition to the resulting or surviving association, any constituent association (including any constituent of a constituent) absorbed in a consolidation or merger as well as the resulting or surviving association so that any person who is or was a director, officer or employee of such constituent association, or is or was serving at the request of such constituent association as a director, officer, or employee of any Other Enterprise, shall stand in the same position under the provisions of this Section 9.3 with respect to the resulting or surviving association as such person would have if such person had served the resulting or surviving association in the same capacity.

**Section 9.4. Determination of Right to Indemnification.** Prior to indemnifying a person pursuant to the provisions of Sections 9.1 or 9.2, unless ordered by a court and except as otherwise provided by Section 9.3, the Association shall determine that such indemnification is proper because such person has met the specified standard of conduct entitling such person to indemnification as set forth under Sections 9.1 or 9.2. Any determination that a person shall or shall not be indemnified under the provisions of Sections 9.1 or 9.2 shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, or (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the members of the Association (acting through delegates at a Convention of Delegates), and such determination shall be final and binding upon the Association; provided, however, that in the event such determination is adverse to the person to be indemnified hereunder, such person shall have the right to maintain an action in any court of competent jurisdiction against the Association to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. For the purposes of such court action, an adverse determination as to the eligibility of a person for indemnification made pursuant to any of clauses (i), (ii) or (iii) of this Section 9.4 shall not constitute a defense to such action nor create a presumption regarding such person's eligibility for indemnification hereunder. If such court action is successful and the person is determined to be entitled to such indemnification, such person shall be reimbursed by the Association for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

**Section 9.5. Advancement of Expenses.** Expenses (including attorneys' fees) actually and reasonably incurred by a person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by

the Association. Notwithstanding the foregoing, no advance shall be made by the Association if a determination is reasonably and promptly made by (i) the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, or (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion or (iii) by the members of the Association (acting through delegates at a Convention of Delegates), that, based upon the facts known to the Board, counsel or delegates of the Association at the time such determination is made, such person acted in bad faith and in a manner that such person did not believe to be in or not opposed to the best interest of the Association, or, with respect to any criminal proceeding, that such person believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the Board, delegates at a Convention of Delegates or independent legal counsel reasonably determines that such person deliberately breached such person's duty to the Association or its members.

**Section 9.6. Non-Exclusivity.** The indemnification and, to the extent permitted by the laws of the State of Illinois, the advancement of expenses provided by this Article IX shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision of law, under the Charter or these Bylaws or under any agreement, vote of members or delegates of the Association or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way any right which the Association may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX shall continue as to a person who has ceased to be a director, officer or employee of the Association or has ceased to serve in an Indemnifiable Capacity and shall inure to the benefit of the heirs, executors, administrators and estate of such a person.

**Section 9.7. Insurance.** The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Association, or is or was serving at the request of the Association as a director, officer or employee of any Other Enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article IX.

**Section 9.8. Vesting of Rights.** The rights granted or created hereby shall be vested in each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's serving or having served as in an Indemnifiable Capacity and while this Article IX may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article IX with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed before or after such amendment or repeal.

**Section 9.9. Definition of "the Association."** For purposes of this Article IX, other than Section 9.3, references to "the Association" shall, if and only if the Board of Directors shall determine, include, in addition to the resulting or surviving association, any constituent association (including any constituent of a constituent) absorbed in a consolidation or merger, which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers or employees or persons serving at the request of such constituent association as a director, officer, or employee of any Other Enterprise, so that any person who is or was a director, officer or employee of such constituent association, or is or was serving at the request of such constituent association as a director, officer, or employee of any Other Enterprise, shall stand in the same position under the provisions of this Article IX with respect to the resulting or surviving association as such person would have with respect to such constituent association if its separate existence had continued.

**Section 9.10. Certain Definitions.** For purposes of this Article IX:

- (a) References to serving in an “Indemnifiable Capacity” shall mean service by a person as a director, officer or employee of the Association or service by a person at the Association’s request as a director, officer or employee of any Other Enterprise (as hereinafter defined);
- (b) References to “Other Enterprises” or “Other Enterprise” shall include without limitation any other association, corporation, partnership, limited liability company, joint venture, trust or employee benefit plan;
- (c) References to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan;
- (d) References to “defense” shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross-claim or counter-claim;
- (e) References to “serving at the request of the Association” shall include any service as a director, officer or employee of an association which imposes duties on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants, or beneficiaries;
- (f) A person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Association”;
- (g) Unless the Board of Directors of the Association shall determine otherwise, any director, officer or employee of the Association who shall serve as a director, officer, or employee of any Other Enterprise of which the Association, directly or indirectly, is a shareholder or creditor, or in which the Association is in any way interested, shall be presumed to be serving as such director, officer, or employee at the request of the Association; and
- (h) In all other instances where any person shall serve as a director, officer, or employee of any Other Enterprise, if it is not otherwise established that such person is or was serving as such director, officer, or employee at the request of the Association, the Board of Directors of the Association shall determine whether such person is or was serving at the request of the Association, and it shall not be necessary to show any actual or prior request for such service, which determination shall be final and binding on the Association and the person seeking indemnification.

**Section 9.11. Severability.** If any provision of this Article IX or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions of this Article IX and the application of such provision to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer or director of the Association or any person who is or was serving at the request of the Association as a director, officer, or employee of any Other Enterprise, is entitled under any provision of this Article IX to indemnification by the Association for some or a portion of the judgments, amounts paid in settlement, attorneys’ fees, ERISA excise taxes or penalties, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened, pending or completed action, suit or proceeding (including without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Association shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

## **Article X**

### **Amendment of Bylaws**

The Bylaws of the Association may be amended by a majority vote of the delegates present at the Annual Convention of Delegates, or any adjournment thereof, or at any special meeting of the Convention of Delegates called for such purpose provided that the subject matter of any proposed Amendment shall have been submitted in writing to the Chief Executive Officer at least thirty (30) days prior to the date of the meeting at which the proposed amendment is to be presented. In turn, the Chief Executive Officer will submit the proposed Amendment to the Delegates and Alternate Delegates at least fifteen (15) days prior to the date of the meeting at which the proposed Amendment is to be presented. The Bylaws may, however, be amended without prior notice to the Delegates and Alternate Delegates by a vote of three-fourths of the Delegates present at any Convention of Delegates. Amendments to the Bylaws shall go into effect at the adjournment of the meeting at which they are adopted. (As amended on November 4, 2019)

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## Association Rules

### Introduction to the rules of the American Angus Association

The following rules, drafted to promote the best interests of the Angus breed, were adopted by resolution of the Board of Directors of the American Angus Association pursuant to Article IV of the Association's Bylaws.

The Association Rules apply to all members and affiliates of the American Angus Association. All members and affiliates continue to be required to know and observe them.

For the American Angus Association's most recent rules, reference materials, policies regarding genetic conditions and factors, and a complete list of reported carriers, visit [www.angus.org](http://www.angus.org) or call 816-383-5100.

## Definitions

The following definitions or descriptions shall apply when used in the Association Rules. Words, phrases or terms not defined here shall be given their normal meaning in the purebred Angus cattle industry.

**Affiliate Memberships** — Applicants for Affiliate Membership must be individuals and entities who are residents of the United States, including its territories and possessions, or Canada. The qualifications for and privileges of Affiliate Membership shall be established by the Board of Directors from time to time.

**American Angus Herd Book** — the official record of animals registered by the Association.

**Association-Approved Livestock Show** — any Fair, Association, Livestock Show or Exposition to which funds are appropriated by the Association for the payment of premiums.

**Association-Approved Testing** — refers to any test or tests that may be approved by the Board of Directors of the Association from time to time.

**Breeder** — a member who is the owner of record of a calf's dam on the date of service.

**Breeder's Reference Guide** — refers to the guide published for members of the Association and posted on the Association's web site that contains an operational guide for members, the Association's Rules, the Association's Charter and Bylaws, recognized genetic conditions and genetic factors and certain abnormalities.

**Date of Sale** — the date on which an animal was offered for sale at public auction or, in the case of private transactions, the date on which a bona fide change of ownership took place.

**DNA Marker Typing — Parentage Testing effective date January 1, 2019.** In the context of parentage testing, DNA Marker Typing means the animal in question has had a blood, hair, tissue, semen, or other biological sample collected, DNA has been extracted, and that extracted DNA has been used to determine the genotype for bovine parentage markers as defined by the International Society for Animal Genetics (ISAG). Extraction and genotyping must be conducted by an American Angus Association (AAA) approved laboratory. **This definition applies to any sample submitted on or after the effective date.** Furthermore, if the sire and/or the dam of the animal in question has parentage markers on file in the AAA database, the markers from the subject animal and parents have been compared, and parents with parentage markers on file qualify as parents, both individually and as a mating when applicable, to the subject animal.

**First Owner** — the owner of record or one of not more than three (3) co-owners of record of a calf's dam on the date of birth of the calf except in the case of embryo calves as provided for in Rule 104 (d)(6).

**Genetic Factors** — a term that refers to the presence of a recessive gene that may or may not produce a certain type of offspring.

**Junior Memberships** — Applicants for Annual Junior Membership must be individuals under 21 years of age and be residents of the United States, including its territories and possessions, or Canada. Annual Junior Members shall be assessed annual dues in the amount determined from time to time by the Board of Directors. Annual Junior Membership shall expire upon the attainment of age 21. Annual Junior Membership may be converted to a Regular Membership upon payment of annual dues or converted to a Life Membership with payment of fees in an amount that may be established by the Board of Directors from time to time. No multiyear Junior Memberships shall be issued after October 1, 2001.

**Life Memberships Issued after Jan. 1, 2010** — Life Memberships may be granted by the Board of Directors to an individual (in an individual's name although such individual may have a farm or ranch name associated with that name). Membership becomes null and void upon the death of the individual. The Life Membership is nontransferable. All Applicants for Life Membership must be residents of the United States, including its territories and possessions, or Canada. The qualifications for and privileges of Life Membership shall be established by the Board of Directors from time to time.

**Member of the Immediate Family** — Immediate family shall be defined as: husband and wife, parent and child, parent and step child, brother and sister, grandparent and grandchild, grandparent and step grandchild, and step brother and step sister of the owner(s) of record of an animal.

**Nonresident Memberships** — Applicants for Nonresident Membership shall be individuals and entities who are residents of countries other than the United States, including its territories and possessions, or Canada. Their qualifications, rights and privileges of membership shall be established by the Board of Directors from time to time.

**Owner of Record** — the member (an individual, partnership, corporation, limited liability company, limited liability partnership, or other legal entity) in whose name an animal is registered.

**Primary Identification** — ear tattoo marks, freeze-branded marks, hot-branded marks, or electronic identification tag (EID).

**Progeny Testing** — refers to those progeny tests approved by the Association to ensure that a progeny of an animal determined to have a simple recessive genetic condition or genetic factor is free of such.

**Prohibited Structure and/or Unethical Fitting shall be defined as any of the following:**

- (i) the injection, use, or administration of any drug that is prohibited by Federal, State or Local Law or any drug that is used in a manner prohibited by Federal, State or Local Law;
- (ii) the injection or internal or external administration of any product or material — whether gas, solid, or liquid — to an animal for the purpose of deception, including concealing, enhancing, or transforming the true conformation, configuration, color, breed or age;
- (iii) tissue manipulation, removal, surgical attachment or otherwise to change, conceal, enhance, or transform the true conformation or configuration of the animal;
- (iv) attaching to the hide any foreign objects, including hair or hair substitutes, cloth or fiber for the purpose of deception (except false tail switches); and
- (v) any other physical or physiological attempt to alter the musculature or weight of an animal by use of injections or ingested material not conducive to the continued health or marketability of the animal or for purposes of deception.



**Regular Employee** — a person whose principal occupation is full-time employment in connection with the agricultural or livestock business of the Owner(s) of Record of an animal.

**Regular Memberships** — Regular Memberships may be granted by the Board of Directors to individuals (either in their individual names or in the names under which they operate their business) and entities (partnerships, corporations, limited liability companies, limited liability partnerships or any other legally recognized entity). All Applicants for Regular Membership must be residents of (in the case of individuals), or controlled by residents of (in the case of entities), the United States, including its territories and possessions, or Canada. Regular Members shall be assessed annual dues in the amount determined from time to time by the Board of Directors.

**Scur** — any portion of horny tissue attached to the skin of the hornset of a polled animal.

**Uncommon Blood Type** — the presence of one of the following phenotypes:

- BG2K combinations without A' and (E'3 or I'');
- G1 without Y2;
- I1;
- P without I';
- Q without F', I' or (I2 and E'1);
- T (T1) without Y1, A', E'3, and either Y' or (G' plus G'');
- B' without K and Y';
- F' without Q and I'');
- G' without G'');
- J' without K' and O';
- T2 without T1(B'');
- Z'; or
- U'.

## Rule 100: Registration Rules

Rule 101: Privileges of Registration

Rule 102: Registration — Form, Content and Methods

Rule 103: Animals Ineligible for Registration

Rule 104: Animals Eligible for Registration

Rule 105: Primary Identification Marks

Rule 106: Registration for the Estate of a Deceased Person

Rule 107: Name Change

Rule 108: Duplicate Registration Certificates

Rule 109: Correction of Errors in Registration Certificates and Transfers

Rule 110: Surrender of Registration Certificate

### Rule 100: Registration Rules

The official record of animal registrations of the Association shall be known as the American Angus Herd Book. It shall be kept in such form as the Board of Directors determines. Entries in the book from registration number 3200001 forward shall not be published or sold, with the exception of specified registration numbers designated for Angus Foundation fundraising purposes. (As amended February 21, 2020)

The registration of any animal which does not conform with the requirements set forth in these Rules shall become null and void and be officially canceled. In cases of hard copy certificates, the Certificate of Registration should be surrendered to the Association. (As amended February 25, 2022)

Whenever the accuracy of data contained in a registration application is challenged, the matter may be referred to the Executive Committee of the Board of Directors for investigation.

**Rule 101: Privileges of Registration**

All Life, Regular, Junior and Nonresident members are eligible to register cattle with the American Angus Association. Affiliate members of the Association shall not be entitled to the privileges of registration.

**Rule 102: Registration — Form, Content and Methods**

The sire and the dam of any domestically bred animal, for which application for registration is made, must be registered with the American Angus Association. In the event the sire and/or dam of an animal originally recorded in a Herd Book recognized by the American Angus Association is domestically bred but is not registered with the American Angus Association, the animal must conform to the requirements of Rule 103.c and Rule 202 and be registered in a Herd Book recognized by the American Angus Association. (As amended June 10, 2021, and September 15, 2022)

**a. Form of application.** A registration application must contain the following information:

- Sex of animal to be registered.
- Date of birth.
- Name of the animal.
- Indication of whether or not the animal is the product of Artificial Insemination.
- Primary identification marks.
- Registration number of the Sire.
- Registration number of the Dam.
- Name, location and Member Code of the First Owner.
- Completion, including signature, of the Breeder's Certificate, if required [see Rule 102(d)(3)].
- Completion, including signature, of the Bull Permit, if required [see Rule 102(d)(4)].
- Indication of whether the animal is a twin or of other multiple birth.
- AI Service Certificate, if required.
- Indication of whether the animal is a result of an embryo transplant.
- Completion date of embryo removal if the calf is the result of an embryo transplant, as well as indication of whether the calf resulted from split or cloned embryos.

Each registration with the Association shall be assigned a registration number.

**b. Incomplete application.** Whenever an application for registration is incomplete, and the applicant has failed to provide all of the information required by the Association's Rules within four (4) months of the date the Association receives the application, such application shall be considered null and void. An application shall also be considered incomplete if not accompanied by the required fee.

**c. Registration by affidavit.**

1. Registration may be applied for by affidavit setting forth the facts and sworn to or affirmed before a Notary Public in the event that a member shall neglect or refuse to apply for registration of an animal. (As amended February 21, 2014)
2. Each affidavit must be accompanied by:
  - A. Proof of sale and payment in full of the purchase price, or evidence of an agreement to sell, purchase or transfer the dam and/or the calf;
  - B. Evidence of agreement to breed the dam; and
  - C. Details of any understanding or contractual obligation relating to the artificial insemination of females owned by a member of the immediate family or an employee of the owner(s) of the sire.
3. After considering the evidence submitted, the Chief Executive Officer of the Association may approve an application to register by affidavit provided the animal is otherwise eligible for registration in accordance with the provisions of the Rules of the Association.

**d. Miscellaneous**

**1. Name.** An animal's name cannot contain more than 28 characters and spaces. All letters must be in English, and numerals may be Arabic and/or Roman.

Names may include any or all of the following symbols: ampersand (&), apostrophe ('), hyphen (-) or forward slash (/).

Joint letters, brands, or other unusual marks or symbols will not be accepted. If an Angus family name is included in the name of an animal to be registered, it shall be the duty of the first owner to determine the correctness of such name before assigning it.

The Association reserves the right to change the name assigned to an animal on an application for registry.

**2. First owner.** The first owner must apply for registration of the calf, and the dam must be officially entered on the records of the Association under the exact same name as the first owner's membership on the date of birth of the calf, except in cases of embryo calves as provided for in Rule 104(d)(6).

**3. Breeder's Certificate.** When a cow has been transferred subsequent to being served but prior to the birth of her calf, and the service was not reported on the transfer application, the breeder (owner of record of the dam at the time of service) must execute the Breeder's Certificate on the application for registration of the calf.

**4. Bull permit.** In the event that the sire of an animal to be registered was not registered in the name of the owner of record of the dam at time of service, the owner of record of the sire must fill in and sign the Bull Permit on the application for such registration, giving name and registration number of the bull and date of service. If the dam was pasture-bred and the exact date of breeding is not known, the word "pasture" may be inserted in lieu of a date. The owner of record of the bull shall also state in the Bull Permit section of the Registration Application whether service was "natural" or "artificial" and, if artificial, further indicate in the application or by an accompanying statement the provision under which such service was applicable.

**Rule 103: Animals Ineligible for Registration**

**a. Date of birth issue.** A calf born less than two hundred eighty-three (283) days after birth of its dam's last previous calf shall not be eligible for registration except in the case of embryo calves as provided for in Rule 104(d).

**b. Uncertain or unknown parentage.** Whenever the eligibility for registration of any animal is in doubt because of uncertain or unknown parentage, DNA-marker-typing or blood-typing by the Association shall be required. If through DNA-marker-typing or blood-typing the animal is found to have incorrectly listed parentage, the animal will not be eligible for registration unless parentage is confirmed.

**c. Skin color.** The skin color of all animals for which application for registration is made must be BLACK, except that animals having birthmarks or white hairs on black skin may be eligible for registration. An animal red in color or with white skin above the underline, in front of the navel or on leg, foot, or tail, shall not be eligible for registration. To be eligible for registration, an animal whose ancestor is purebred Angus but red in color, must have a genomic profile including being tested of all known genetic conditions, must comply with all genetic condition policies, and must be proven by DNA testing to be homozygous black. If a registered animal is discovered to be red in color or to have ineligible white skin, its registration shall be null and void, and the Certificate of Registration must be returned to the Association for cancelation. (As amended February 26, 2021 and February 25, 2022)

**d. Genetic conditions and other abnormalities.** Subject to the terms of the Association's specific policies on genetic conditions, an animal determined to exhibit one of the following genetic conditions or abnormalities shall be ineligible for registration:

- Arthrogyposis Multiplex (AM)
- Contractural Arachnodactyly (CA)
- Osteopetrosis (OS)
- Double Muscling (DM)
- Dwarfism (DW)
- Horns
- Heterochromia Irides (HI)
- Myostatin nt821 Gene Deletion (M1)
- Neuropathic Hydrocephalus (NH)
- Oculocutaneous Hypopigmentation (OH)
- PRKG2 Gene Mutation for Dwarfism (D2)
- Scurs
- Syndactyly (SN)
- Uncommon Blood Type

*(Refer to the Genetic Conditions Policy and Related Rules for definitions and further information. For policy regarding AM, CA, DD, D2, M1, NH, & OH refer to Part 3.)*

**1. Uncommon blood type.** Where the results of a bloodtype test reveal the presence of an uncommon blood type, an animal, otherwise meeting all of the registration requirements set forth in the Association Rules, shall not be eligible for registration unless both parents are bloodtyped and no parentage exclusion exists, or unless the source of the uncommon blood type can otherwise be determined.

The presence of an uncommon blood type indicates possible crossbreeding and the need to bring parentage blood-typing information to the attention of the animal's owner and other interested persons.

An owner whose animal is ineligible for registration under this Rule 103(d)(1), by reason of a blood-type test showing the presence of an uncommon Angus blood factor, may request a second blood-type test at the owner's expense before the animal's ineligibility is final. Drawing of blood for this test shall be conducted under the supervision of American Angus Association personnel. Registration of an animal whose blood has been found to possess an uncommon Angus blood factor shall be suspended pending the results of the second blood-type test.

**A. Artificial conception and uncommon blood type.** An animal artificially conceived by (a) a non-owned bull or (b) an embryo transplant donor dam, where the bull or dam possesses an uncommon blood type or is a carrier of an uncommon blood type, shall be eligible for registration provided claimed parentage of the non-owned bull or embryo donor dam is not excluded following parentage blood-typing, and provided further that the animal, the sire and the dam meet all of the otherwise applicable registration requirements set forth in the Association Rules.

**2. Progeny of any animal determined to have the horn gene.** When a bull or cow is determined to possess the horn gene, progeny of such affected animals shall be ineligible for registration unless such progeny are tested in accordance with Association-approved guidelines and determined to be free of the genetic condition.

#### **Rule 104: Animals Eligible for Registration**

**a. Generally.** Calves resulting from pasture breeding are eligible for registration. Calves resulting from Artificial Insemination are also eligible for registration, in accordance with Rule 501.

**b. Steers.** Steers are eligible for registration providing all other requirements of the Association Rules are met. Steers may have white skin in front of the naval. Steers born with white skin above the underline or on the leg, foot or tail shall not be eligible for registration.

**c. Calves of multiple birth.** Twins or calves of other multiple births are eligible for registration, if other eligibility requirements are met, provided that the application for registry states that the calf is a twin, or of other multiple birth, and that the sex of the other twin or calf of multiple birth is stated. If one such calf is registered without

such statement, another calf of the same gestation cannot subsequently be registered unless a letter of explanation accompanies the registration application.

**d. Calves produced by embryo transplant.** For calves resulting from an embryo transplant:

1. The Sire must be DNA-marker-typed or must have been blood-typed before January 1, 2001.
2. The Embryo Transfer Donor Dam must be DNA-marker-typed or must have been blood-typed before January 1, 2001.
3. Embryo calves resulting from the mixing of semen must be DNA-marker-typed.
4. If the DNA-marker-typing analysis of the calf indicates an inconsistency, DNA-marker-typing of recipient dams may be required by the Association. If the recipient cow is DNA-marker-typed and cannot be excluded as the dam, the determination of eligibility for registration shall be made by the Association after considering DNA-marker typing data, as well as other available information. The owner of record of the Donor Dam shall be responsible for all DNA-marker-typing fees.
5. The owner of record of the Donor Dam at the time of conception must be identified as the breeder.
6. The owner of record of the Donor Dam on the date of embryo removal will be identified as the first owner, unless the calf is a result of a purchased embryo (fresh or frozen) or pregnant recipient, in which case the owner of the embryo or pregnant recipient may be identified as the first owner.
7. Registration of embryo transplant offspring shall be made on a regular form at the regular fee, plus an additional fee as determined by the Board of Directors.
8. Each application for entry must be accompanied by an AI Service Certificate.
9. Registration of embryo transplant offspring resulting from the mixing of semen shall require that semen from not more than two bulls be used and that the two possible sires have distinctly different DNA-type markers, as determined in advance of insemination with the approval of the Association.
10. Calves conceived after the death of the Donor cow shall be eligible for registration under the same conditions and provisions governing the eligibility of embryo calves prior to the death of said female.
11. Registration certificates issued for offspring from embryo transplants shall be so designated. The Association may request information from the owners from time to time relating to embryo transplant animals.
12. If the first owner of the calf is different than the owner of record of the donor female, and the embryo removal date was between January 1, 2012 and February 23, 2017, the owner of the donor female must obtain and transfer an ET Authorization to the account of the first owner before the calf is eligible for registration.

**e. Calves resulting from cell-cloned transplants.**

1. Only replication cell-cloned animals shall be eligible for registration.
2. The cell-donor animal and the cell-cloned animal must be DNA-marker-typed.
3. The breeder of the cell-donor animal must be identified as the breeder of the cell-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 a result of a pregnant recipient, purchased embryo, fresh or frozen, in which case the purchaser may be identified as the first owner.
5. DNA-marker-typing of the recipient dam may be required by the Association.
6. Calves conceived after death of cell-donor 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 Association, at the regular fee, plus an additional fee as determined by the 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 stated on the certificate of registration. Nothing set forth in this Rule 104(e) should be construed as an indication that the Association takes any position as to the ownership rights, if any, of retained cell material. That is a separate matter reserved for discussion or negotiation between the buyer and seller.

9. A cell-donor that possesses notation on its pedigree (printed or electronic) indicating that it is a potential carrier of a genetic condition must be tested when a DNA test for that particular mutation is available. Upon the completion and submission of such DNA testing results to the Association, a cell-cloned animal shall be eligible for registration unless prohibited by a policy adopted to address the specific condition(s). (As adopted August 29, 2011)

**f. Gene edit policy.** (As adopted September 10, 2021, November 5, 2021, and June 9, 2022) Members may submit specific Intentional Genomic Alterations (IGA) to the American Angus Association (Association). The member applying for IGA approval must provide documentation describing the IGA and the proposed functional difference the IGA produces in the gene edited animal. Approval of each specific IGA will be based on the IGA's ability to provide sufficient benefit to or advancement of the Angus breed. Approval of the IGA and subsequent registration eligibility will be at the sole discretion of the Association Board of Directors, who will consider factors including the impact of introducing the IGA into the purebred Angus population. This approval process may also include direction from the scientific community and related industry perspective at the time the application is reviewed. In addition, the IGA and/or animals possessing the IGA must be submitted to the regulatory agency or agencies responsible for overseeing livestock genome editing and IGA commercialization. The regulatory agency or agencies will determine the functional claims of the IGA and/or the animals possessing the IGA. A commercial test will be utilized to confirm if the IGA is present in the gene edited animal and all descendants.

**Registration** – Members submitting an IGA registration application must comply with all current Association rules for registration. Additionally, all animals resulting from genome editing must be parent-verified qualifying to both sire and dam. The member applying for registration must provide documentation describing the IGA introduced and the proposed functional difference the IGA creates in the genome edited animal and confirm the IGA is present and functional in the subject animal. The Association reserves the right to deny registration to any gene edited animal or descendant that fails to provide sufficient benefit or advancement of the Angus breed.

**Designation** – Tracking the gene edit within the Angus population will occur with the following designations. GEF or GED will appear in the name of all gene-edited animals. GEF will indicate gene edit founder and GED will indicate gene edit descendant.

**Pre-approved edits** – Edits to the genome pre-approved by the Association Board of Directors will be listed and made available to the membership.

**Imports** – Registration of an animal with an IGA originally recorded in a herd book recognized by the Association and imported into the Association herd registry shall be accepted, only if details associated with the specific gene edit(s) have been disclosed to the Association. Additionally, imported registrations must comply to all current Association rules and policies associated with registrations, import registrations and gene editing.

**Fees** – A separate fee set by the Association Board of Directors will be assessed to each gene edited registration application with any approved IGA.

#### **Rule 105: Primary Identification Marks (As amended September 15, 2022)**

**a. Application and method of primary identification.** Each breeder shall be responsible for ensuring that the animals they register bear a form of primary identification prior to application for registration. If electronic

identification is to be utilized by a member as the primary form of identification, it can only be used in conjunction with a secondary identifier. Acceptable secondary forms of identification will include parentage markers, tattoos, freeze brand, hot brand, and/or a visual tag.

**b. Composition of primary identification marks.** Each breeder shall devise a plan or system of primary identification, utilizing a series of numbers, a series of letters or a combination of both, provided however that primary identification marks shall be limited to a maximum of five (5) characters per animal. In connection with the arrangement of those five characters, breeders may use only Arabic numbers and capital letters. The use of any other characters, including joined letters, reversed letters, bars, punctuation marks and other types of symbols shall not be allowed under these Rules.

**c. Prohibition on use of identical primary identification marks in a calendar year.** No two animals of the same sex, born in the same calendar year and registered under the name of the first owner, shall be given identical primary identification marks in the same calendar year.

**d. Locations of primary identification marks.** In the event that a breeder utilizes tattoos as a primary identification mark, such mark shall be placed in both ears of each individual animal. In the event a breeder utilizes freeze-brand marks as a primary identification mark, such mark shall be placed once on either side of each individual animal. In the event that a breeder utilizes a hot-branded mark as a primary identification mark, such mark shall be placed once on either side of each individual animal.

**e. Illegible primary identification marks.** In the event that a primary identification mark on an animal becomes illegible or unreadable, the same marking shall be placed in a new and separate location from the original primary identification mark or in a location authorized by the American Angus Association. In no event, however, shall the breeder attempt to alter, or overprint the original primary identification mark.

**f. Inspection of primary identification marks.** In the event the results of an inspection of primary identification marks by an authorized representative of the Association reveals that primary identification marks are absent, illegible or not in conformity with registration, the following action may also be taken by that representative:

1. In instances where a registered animal is inspected with primary identification marks absent, the first owner shall be required to document accuracy to the Association. DNA-marker-typing may be required before registration is validated and new primary identification marks are recognized.
2. In instances where a registered animal is inspected with two or more sets of conflicting primary identification, DNA-marker-typing may be required in order to validate registration.
3. In instances where a registered animal is inspected with primary identification not in agreement with registration, the first owner shall be required to document accuracy to the Association. DNA-marker-typing may be required to validate registration.

#### **Rule 106: Registration for the Estate of a Deceased Person**

In the event of the death of one who normally would apply for registration of cattle, the Association requires that there shall be filed in its office all papers and documents necessary to show that the person requesting registration is legally authorized and entitled to request such registration.

#### **Rule 107: Name Change**

**a.** The name of a registered animal may be changed at a fee established by the Board of Directors, provided:

1. The first owner and all subsequent owners, if any, who are current Association members request the change in writing;
2. In the event that progeny has been recorded and the change is administratively feasible.

b. Names of animals originally registered in Herd Books other than that of the American Angus Association shall not be subject to change.

#### **Rule 108: Duplicate Registration Certificates**

The existence of more than one registration certificate per animal shall not be permitted. However, a duplicate Certificate of Registration may be issued:

- a. In the event of loss or destruction of the original, upon application of the owner of record made on an approved form obtained from the Association;
- b. In connection with a transfer by affidavit as provided in Rule 406; or
- c. As a replacement Certificate of Registration as provided for in Rule 403(a).

#### **Rule 109: Correction of Errors in Registration Certificates and Transfers**

- a. Errors in Registrations or Transfers committed by the Association office shall be corrected free of charge.
- b. Inadvertent errors committed by applicants for Registrations or Transfers shall be corrected at fees as established by the Board of Directors. It is the responsibility of the breeder, first owner, subsequent owners and current owner(s) of record participating in the sale of any animal, semen, embryos or progeny of any animal to notify any purchaser thereof regarding a change in parentage, as represented by the Certificate of Registration.

#### **Rule 110: Surrender of Registration Certificate**

Whenever a registered animal is lost by death, destruction, or other means, or is disposed of for slaughter or as a common grade animal, the holder of the Certificate of Registration should submit the date and reason for disposal to the Association. All hard copy certificates should be returned to the Association for cancellation. (As amended February 25, 2022)

### **Rule 200: Registration of Animals Originally Recorded in Herd Books Recognized by the Association and Imported Into the U.S.**

Rule 201: Export Certificate

Rule 202: Application for Registration

Rule 203: Registration of Calves Imported in Dam

Rule 204: Registration of Calves Imported at Side

#### **Rule 201: Export Certificate**

Registration of an animal originally recorded in a Herd Book recognized by the American Angus Association and imported into the United States shall be accepted, subject to the discretion of the Association's Chief Executive Officer, only if an export certificate or embryo transplant certificate issued by the recognized registry organization of the country from which the animal is actually exported has been received by the American Angus Association and the animal otherwise conforms to the requirements set forth in these Rules. To be eligible for registration, an animal originally recorded in a Herd Book recognized by the American Angus Association must have a genomic profile and comply with all genetic policies of the American Angus Association. Those animals with red ancestry must meet the requirements of Rule 103.c. (As amended June 10, 2021)

#### **Rule 202: Application for Registration**

The request to import a registration into the American Angus Association registry shall come from or be approved by a member of the American Angus Association entitled to registration privileges. The request will need to be either from the breeder, first owner or current owner of the animal. If the request is not from a current owner, the request will need to include written authorization from a current owner along with the request to import the registration. The animal being imported into the American Angus Association registry



must first be recorded within the registry of an Association or Society recognized by the American Angus Association as a member of the World Angus Secretariat. Registration will be issued subject to a fee established by the Board of Directors (As amended September 15, 2022).

#### **Rule 203: Registration of 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 bull on the date of service must certify to the particulars of service through the recognized registry organization of the country from which the animal was exported.

#### **Rule 204: Registration of Calves Imported at Side**

a. Registration of a calf imported at side of a cow recorded in the recognized registry organization of the country from which the animal was exported shall be accepted only if the calf is also registered in the same recognized registry organization and an export certificate has been received by the American Angus Association.

b. A separate registration fee shall be required for each calf imported at side.

### **Rule 300 Series: Genetic Conditions: Policy and related rules**

Rule 300: Notification to the Association

Rule 301: Information for the Association

Rule 302: Determination Process

Rule 303: Notice to the Member Owner

Rule 304: Member Owner's Right to Contest the Determination

Rule 305: Publication of Carriers of Genetic Conditions to the Membership

Rule 306: Registration Status of Animals Determined to be Carriers of a Genetic Condition and Current and Future Progeny of Such Animals

Rule 307: Board of Director's Discretion to Address Specific Circumstances

Rule 350GF: Genetic Factors

### **Rule 300 Series: Genetic Conditions: Rules and Policy Development**

#### **Recognized Genetic Conditions**

*These rules and those policies that the Association's Board may adopt from time to time relate to those abnormalities that are pathological conditions of genetic origin. These types of abnormalities have come to be referred to as "genetic conditions." Genetic conditions can include an impairment of health or a condition of abnormal function due to an abnormal or mutated gene. Set forth below are descriptions of those conditions that the Association currently recognizes as "genetic conditions." (As amended on November 10, 2012)*

#### **a. Dwarfism (snorter, bulldog, long-headed)**

There are several different types of dwarfism, but all dwarfs appear shorter and some smaller than normal. The legs and body are short, and the animal may appear to have a potbelly and a thick or blocky shape. The head may be normal (long-nosed or long-headed dwarf) or the face may appear shortened. Muscling is often normal and, thus, calves may have a thick appearance.

#### **b. Osteopetrosis (marble-bone disease) (OS)**

Calves are born dead, usually 10 to 30 days premature. The body can be small, and a shortened (undershot) lower jaw (brachygnathia inferior) with impacted molars may be present. Bones are solid and do not have a normal bone marrow cavity. The bones are brittle. Diligence in examination of all late-term aborted purebred Angus fetuses, particularly those with short lower jaws and those from lines that may contain the gene, is necessary as external signs can be overlooked.

**c. Double muscling**

Animals are extremely heavily muscled in appearance, including abnormally large, wide and rounded rump and thighs with prominent creases between muscle groups. There is usually little covering fat, and bones are thin.

**d. Syndactyly (mule foot)**

The two toes are fused together to make one toe resembling the foot of a mule or horse. Front feet are most often affected, but the condition can involve any or all feet.

**e. Arthrogryposis Multiplex (curly calf) (AM)**

Calves are born dead or die shortly after birth. The spine and legs appear crooked or twisted and the joints of the legs are often fixed in positions. Front legs are contracted and rear limbs may be contracted or extended. Calves are small and appear thin due to limited muscle development. There may be a cleft affecting the nose or palate.

**f. Heterochromia Irides (white eye)**

Cattle usually have a dark black iris because of dark pigment in the eye. White eye is a condition where the pigment of the eye is absent, giving the eye a white or silver appearance.

**g. Neuropathic Hydrocephalus (NH)**

Affected calves are born small (25-35 lb.) have craniomegaly (volleyball sized), cleft palate, and extreme hydrocephalus. Bones of the skull are malformed with a large dorsal median cleft (opening) covered by only skin. The bones of the skull appear as loose plates that are easily separated and the nose appears small and short. The cranial cavity contains menigeal tissue, fluid and rarely remnants of brain tissue. When present, nervous tissue remnants have been only brainstem and associated anterior (cervical) spinal cord. The spinal canal is dilated and vertebrae are grossly abnormal, appearing as thin flat plates. Fatty, hypoplastic muscle is present and most but not all calves have concurrent kyphosis or scoliosis.

**h. Contractural Arachnodactyly (fawn calf syndrome) (CA)**

Affected calves are born with (1) proximal limb contracture, (2) distal limb hyperextension and joint laxity and (3) kyphosis. The condition is associated with postnatal improvement in the above-referenced clinical symptoms as the calf grows and matures.

**i. Developmental Duplication (polymelia) (DD)**

Affected calves are born with a phenotype that is described as polymelia. The majority of calves exhibiting this trait are born with additional limbs, usually duplication of the front legs and originating from the neck or shoulder region.

**j. Oculocutaneous Hypopigmentation (OH)**

OH was recognized on November 2, 2015. It is a non-lethal genetic condition of beef cattle, inherited as a simple recessive. Affected calves have eyes with irises that are pale blue around the pupil with a tan periphery. Their hair coats have a slightly bleached color. While some affected calves have sensitivity to light, they are believed to be otherwise normal functionally and physiologically. The condition is largely cosmetic in nature.

This policy and the rules that follow address these genetic conditions. In administering Rules 300 to 307, it is recognized that the Board may, and it is entitled to, rely upon the opinion and expertise of scientists, in cooperation with professional staff members, who have training in such matters.

**Rule 300 to 307: An Overview**

*The development and commercial availability of genetic testing to determine whether a particular animal is a carrier of a particular genetic mutation or free of it has allowed the Association greater flexibility in fashioning policies to deal with certain types of recognized genetic conditions in the Angus breed. Prior to the advent of such approved testing, the Association's rules were more limited in their scope. While the Association has recognized a specific number of DNA tests that can conclusively determine carrier and non-carrier status, there remain some*

*recognized genetic conditions for which there are currently no such tests. Recognizing these resulting differences in the detection of recognized genetic conditions and the conflicting ability to segregate carriers from non-carriers, the Association has adopted rules that address the handling of recognized conditions in both contexts: when there is no DNA test currently available and when an approved DNA test is available.*

*Rules 305 and 306 address those situations in which there is no recognized DNA test to determine that a particular animal is a carrier of such a genetic condition – other than when an affected animal has been parent-verified to a particular sire and dam. Because of the absence of a DNA test, these rules are drafted to focus primarily on the status of the two parent carriers as well as the status of registered and future progeny of such carrier parents.*

*Rule 307 relates to those instances in which a DNA test has been developed or is in the process of being developed that can identify and separate carriers of a recognized genetic condition from those free of it. This rule provides the Association's Board with broad discretion to develop, establish, and implement policies crafted to deal with the circumstances of a particular situation. In carrying out its duties, the Board will consider, among other things, commercially feasible and scientifically accepted procedures and technologies and the severity of the condition in issue. (As amended on November 10, 2012)*

### **Rule 300: Notification to the Association**

Any member owner who becomes aware of an unusual physical abnormality, either in an animal registered with the Association or in an offspring of an animal registered with the Association, is required to notify the Director of Member Services by e-mail or phone as soon as possible. Working with the Director of Member Services, the member owner may be required to take specific steps to best position the Association and the member owner to preserve as much information on the situation as possible to aid in the scientific determination process described in Rules 300 through 306.

If a member owner or a veterinarian employed by such member owner has questions or concerns as to whether or not an abnormality is serious enough to warrant such contact, they should contact the Director of Member Services to discuss and resolve the matter. Disclosure is *always* the best policy. This is particularly the case in which an abnormality appears on multiple occasions and the member owner or a consulting veterinarian is unable to identify a non-genetic cause of the abnormality.

### **Rule 301: Information for the Association**

Following receipt of a member owner's notification, the Director of Member Services may request that the member owner (or other unrelated member owners with relevant information) provide the Association with specific materials or information, including but not limited to, photos of particular animals, tissue, DNA samples, or, if possible, the affected animal itself. Information so requested shall be promptly provided to the Association. The reasonable costs for complying with such requests will be borne by the Association.

### **Rule 302: Determination Process**

Upon receipt of such information (which the Director of Member Services may request in writing), the Association will normally direct that the reported information and other relevant materials be transmitted to a scientist (e.g., a veterinary pathologist) approved by the Association. Following an examination, the designated scientist shall notify the Association and the submitting member owner whether there is, in such individual's professional opinion, a basis to conclude that the abnormality is a recognized genetic condition within the meaning of these rules. Such an opinion shall be referred to in Rules 300 through 306 as a "determination."

In reaching such a determination, the Association shall verify that the affected animal has been parent-verified.

**Rule 303: Notice to the Member Owner**

In the event that the abnormality is determined to be a genetic condition within the meaning of the Association's policy, the Association will confirm notification of that determination to all member owners of record of the parents as soon as practicable.

**Rule 304: Member Owner's Right to Contest the Determination**

A member owner so notified in accordance with Rule 303 shall have fourteen (14) days following the giving of such notice to notify the Association in writing of intent to contest the determination. Such written notice, which may be voluntarily waived, must be directed to the Chief Executive Officer of the Association by e-mail or overnight mail service and include a preliminary statement of the member owner's basis for contesting the determination. Failure to provide notice within this fourteen day notification period, or voluntary waiver, will result in the determination becoming final and the registered animals shall be subject to the publication requirements set forth in Rule 305.

Upon receipt of a timely written notice to contest the determination, the Executive Committee of the Board shall schedule a hearing to be held before it as soon as practicable. Such hearing shall proceed pursuant to those procedures established in Article VIII, Sections 8.4. (d), (e), (f) and (g) of the Bylaws, and shall include a right to appeal the finding of the Executive Committee to the Board of Directors.

**Rule 305: Publication of Carriers of Genetic Conditions to the Membership**

Upon a final determination that an animal is a carrier of a genetic condition, the Association will promptly publish the name and registration number of the animal on the Association's web site ([www.angus.org](http://www.angus.org)). A notation to be placed on the animal's registration and performance certificates shall plainly state that the animal has been determined to be a carrier of a specific genetic condition. That animal's status as a carrier will also be displayed on all registration and performance pedigrees in which such animal appears as an ancestor. The Association shall also maintain an updated list of each animal determined to be a carrier of a specific genetic condition as well as those who have tested free of being such a carrier. Upon request, the Director of Member Services will provide such a list at no cost to the requesting member owner.

**Rule 306: Registration Status of Animals Determined to be Carriers of a Genetic Condition and Current and Future Progeny of Such Animals****a. Registration Status of Carrier Animals**

Any animal determined to be a carrier of a genetic condition for which no DNA test has been developed and approved by the Association shall remain registered in the American Angus Herd Book, but its carrier status will be denoted as such on its registration and performance pedigree certificates.

**b. Registration Status of Previously Registered Progeny of Carrier Parents**

Previously registered progeny of animals determined to be carriers of a genetic condition for which no DNA test has been developed and approved by the Association, shall remain registered.

**c. Registration Status of Future Progeny of Carrier Parents**

Future progeny (and currently unregistered progeny) of carrier animals will be eligible for registration provided that their date of conception occurs no later than 60 days following the date on which the carrier animals were listed on the Association's website ([www.angus.org](http://www.angus.org)). Notwithstanding the above, the Board of Directors may, under Rule 307, modify, suspend or alter this section to address specific circumstances that warrant such actions. (As amended on June 29, 2011)

*As noted, Rule 307 is intended to empower the Association's Board of Directors to develop, establish and implement specific policies to address specific sets of circumstances involving genetic conditions. This power shall include but not be limited to (1) those situations in which there is about to be in the Board's opinion or appears to be in development a reliable DNA test, approved by the Association and capable of being conducted*

*by laboratories approved by the Association, that the Association believes can identify and separate carriers of recognized conditions from animals free of such condition, and (2) other situations in which there is a credible scientific basis to establish a policy that protects and promotes the best interests of the Angus breed.*

**Rule 307: Board of Directors' Discretion to Set Policy to Address Specific Circumstances**

*Notwithstanding Rules 305 and 306, the Board of Directors shall have the discretion to develop, establish and implement specific policies to address specific situations or circumstances involving genetic conditions determined to exist within the breed. In its discretion, it may establish such policies at any time, including but not limited to addressing (1) those situations in which there either is (or appears to be in development) a DNA test available that has been approved by the Association and is capable of being conducted at Association-sanctioned laboratories, when the Association reasonably believes such tests can identify and separate carriers of recognized genetic conditions from animals free of such conditions, or (2) to those instances in which other credible scientific evidence warrants policies to manage or monitor recognized conditions or other deleterious conditions. (As amended on November 10, 2012)*

*(See Part 3 of the Breeder's Reference Guide for the policy of the American Angus Association relating to the registration status of potential and known carriers of genetic conditions.)*

**Rule 350GF: Genetic Factors**

The term "genetic factor" refers to the presence of a recessive gene that may or may not produce a certain type of offspring. The Association monitors two genetic factors: the Red Color factor and the Wild Type Color Gene factor. Both are monitored because they may, if present, result in the unintended birth of red calves. While red calves are not eligible for registration under the rules of the Association, they are not defective genetically. The Association permits the registration of animals with either of these factors, but it places the designation "RDC" or "WTC" following the animal's registration number. Additionally, such animals are listed on the Association's web site. Commercial tests are available to determine whether an animal carries one of these genetic factors. For further information, please contact the office of the Director of Member Services.

**Rule 400: Transfer rules**

Rule 401: Content of Application for Transfer

Rule 402: Errors in Recording of Transfers

Rule 403: Transfer of Registration

Rule 404: Transfer of Cow with Calf at Side

Rule 405: Adjustment Transfers

Rule 406: Transfers by Affidavit

Rule 407: Transfer Applications of Animals Consigned to Public Sale

Rule 408: Transfer of Exported Animals

Rule 409: Transfer from the Estate of a Deceased Person

Rule 410: Responsibility for Legal Title

Rule 411: Disclosure of Information Related to Cloning

**Rule 400: Transfer Rules**

Every change of ownership of record of an animal used for registered breeding purposes must be recorded with the Association by official transfer.

**Rule 401: Content of Application for Transfer**

a. An Application for Transfer must state:

1. Name, location, and, if available, Member Code of each transferee.
2. Date of sale.

3. Service date, natural or artificial, and registration number of bull, if animal being transferred has been served. (The date of service and registration number of the bull may be entered only if service was prior to the date of sale of the animal being transferred. Service information is required for a heifer that is 12 months or older (open or bred) If she was bred, the service type (AI or natural), bull registration number and dates are required.)

4. Signature and Member Code of individual, partnership, corporation, or other legal entity in whose name the service bull is registered, indicating whether females have been served naturally or artificially inseminated.

**b.** Transfer applications will not be processed if any of the required data is omitted, except as otherwise provided in Rule 407. Transfer applications will also be considered incomplete if not accompanied by the required fee.

#### **Rule 402: Errors in Recording of Transfers**

The Association shall not be bound by errors in its recording of transfers.

#### **Rule 403: Transfer of Registration**

**a.** No entry on the transfer record of a Certificate of Registration shall be made except by the Association, and any unauthorized entry shall render a Certificate null and void, subject to the issuance of a replacement Certificate at an additional fee.

**b.** It is the duty of the transferor to apply for transfer and to pay the transfer fee unless it is otherwise specifically agreed between transferor and transferee, in which case the transferor must execute an application for transfer in favor of the transferee.

**c.** A seller and his sales agent (if any) who fail to furnish a buyer of a registered animal with a transferred Certificate of Registration, within forty-five (45) days of date of sale or receipt of full payment, if timely notification is provided to the Association, will be contacted by the Association for a written statement on fifteen (15) days' notice as to the basis for the failure. If the seller and said sales agent do not timely respond to the Association's request, the rights and privileges of their membership(s) in the Association will automatically be temporarily suspended. The temporary suspension(s) will expire on the Association's receipt of the transferred Certificate of Registration or the written statement. During the temporary suspension(s), the Association will not process any registration or transfer applications executed by seller or said agent until the Association's receipt of the transferred certificate or the written statement. (As amended February 21, 2020)

**d.** It shall be the duty of the transferor before offering a registered animal for sale, or applying for transfer, to verify that the animal carries legible primary identification marks, corresponding to the primary identification marks entered on its certificate.

**e.** Transfer entries of jointly owned animals shall not exceed three (3) owners of record.

#### **Rule 404: Transfer of Cow with Calf at Side**

If a cow is transferred with a calf at side, the calf must be registered by the individual, partnership, corporation, limited liability company, limited liability partnership or other legal entity in whose name the cow was registered on the date of birth of the calf, and a separate transfer of the calf is required.

#### **Rule 405: Adjustment Transfers**

The following types of transfers not classified as transfers in the ordinary usage of the term may be made at fees established by the Board of Directors.

**a.** Transfers for the purpose of correcting certificate records in accordance with Rules 901 and 902.

**b.** Transfers from estates to heirs under terms of wills or court orders.

c. Transfers to individuals of partnerships.

d. Transfers to stockholders upon the dissolution of corporations or to members or stakeholders of other legal entities upon the dissolution of such entities.

**Rule 406: Transfers by Affidavit**

In case of neglect or refusal of a member or nonmember of the Association to apply for transfer of registration, transfer may be recorded, if approved by the Association's Chief Executive Officer, on the basis of the transferee's affidavit setting forth the facts and sworn to or affirmed before a Notary Public. Each such affidavit must be accompanied by proof of sale and payment in full of the purchase price of the animal or by evidence of an agreement to sell, purchase or transfer including the terms and conditions of service, if any, in the case of females.

**Rule 407: Transfer Applications of Animals Consigned to Public Sale**

Sale managers or their representatives may fill in buyers' names on applications for transfer of animals consigned to public sales and, if authorized by the consignor, may sign such application in his stead. Such applications must indicate the name of the sale manager or agent representing the consignor and be signed by him. Applications executed under this Rule are subject to Rule 1201.

**Rule 408: Transfer of Exported Animals**

Application for transfer of an animal exported to another country shall be made with a regular Transfer Application.

**Rule 409: Transfer from the Estate of a Deceased Person**

In the event of the death of a transferor, all papers and documents necessary to show that the person requesting transfer is legally authorized and entitled to request such transfer must be filed with the Association.

**Rule 410: Responsibility for Legal Title**

A transfer of registration entered on an application or a Certificate of Registration, or on the records of the Association, shall not be construed as the conveyance of legal title by the Association. The Association 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.

**Rule 411: Disclosure of Information related to Cloning**

If a transferor keeps or intends to keep cell material or other DNA material from a transferred animal, for the purposes of cloning the transferred animal, the transferor must disclose that fact to the transferee, prior to completion of the sale or transfer.

**Rule 500: Artificial Insemination**

Rule 501: Ownership

Rule 502: DNA-Marker-Typing

Rule 503: Out of Herd AI Service Certificates

Rule 504: DNA-Marker-Typing

Rule 505: Labeling of Semen

Rule 506: Death of Bulls Used Artificially

**Rule 501: Ownership**

The breeder of a calf which is the product of Artificial Insemination must also be the owner of record of the sire at the time of service, or one of not more than three (3) co-owners of record of the sire in order for the calf to be eligible for registration, except that:

- a. Calves that result from Artificial Insemination of females owned by a member of the immediate family of the owner(s) of record of the sire shall be eligible for registration provided written consent of the owner of record, a member of whose immediate family has applied for registration, is submitted with the application to register.
- b. Calves that result from Artificial Insemination of females owned by a regular employee/employer of the owner(s) of record of the sire shall be eligible for registration provided written consent of employee/employer is submitted with the application to register.
- c. Transfers marked "sold with AI breeding privileges" allow the transferee to register the first calf born after transfer of the dam without an AI certificate when bred via Artificial Insemination to a sire owned by the transferor at the time of conception.
- d. The Association shall not be involved in disputes arising from semen offered or received in conjunction with dams sold with AI breeding privileges as provided in Rule 501(c).
- e. See Rule 503.

**Rule 502: DNA-Marker-Typing**

All bulls that are the source of semen used for the purpose of Artificial Insemination must be DNA-marker-typed or must have been blood-typed before January 1, 2001.

**Rule 503: Out of Herd AI Service Certificates**

The following rules apply to registration of calves conceived artificially when the owner of record of the female is not the owner of record, or one of the owners of record, of the sire at time of conception.

- a. An AI Service Certificate for each calf to be recorded must accompany the application for registration of the resulting offspring. When AI Service Certificates are electronically stored in the first owner's membership file, the AI Service Certificate need not accompany the application for registration. In the case of multiple births, only one AI certificate is required. (As amended on February 24, 2011)
- b. A.I. Service Certificates may be obtained from the Association by Life, Regular, Junior or Nonresident Members of the Association who are the owner or co-owner of record of the sire at a fee established by the Board of Directors. Application for AI Service Certificates must be requested by one of the owner of record of the bull. Only one owner of record of a jointly owned bull is required to request AI service certificates. (As amended on February 24, 2011)
- c. The issuance of an AI Service Certificate by the Association shall in no way be construed as guaranteeing conception, or if a calf results from such service, that it shall be eligible for registration. There shall be no refunding of fees paid to the Association for AI Service Certificates.
- d. Unused AI Service Certificates may be assigned to the buyer by endorsement on the face of the certificates. AI Service Certificates electronically stored in a breeder's file may be transmitted to another breeder's file, upon notification to the Association.
- e. A.I. Service Certificates shall not be issued on any sire that possesses a notation on its pedigree (Performance Registration Certificate, Angus Performance Pedigree or any electronic pedigree) that identifies it being a potential carrier for a genetic condition for which there is a DNA test to determine if the animal is a carrier or not of that particular condition(s). Upon the completion and submission of such DNA testing results to the Association, A.I. Service Certificates shall be issued unless prohibited by a policy adopted to address the specific condition(s). (As adopted August 29, 2011)

**Rule 504: DNA-Marker-Typing**

A record of the DNA-marker type, or blood type if identified before January 1, 2001, of all bulls that are the source of semen for the purpose of Artificial Insemination must be filed with the Association before calves that



are sired artificially by such bulls shall be eligible for registration or before "Out of Herd" AI Service Certificates may be obtained from the Association. The full suite of known commercially available tests for the genetic conditions monitored by the American Angus Association will be required for all bulls, born on or after January 1, 2018, that are the source of semen for the purpose of Artificial Insemination.

**Rule 505: Labeling of Semen**

a. It shall be the responsibility of the owner of record or each individual co-owner of record of a bull used artificially to require each person or organization collecting, processing, and freezing semen to identify the semen and permanently label it before freezing. Identity must include the registered name and registration number of the bull and date of collection for the resulting calves to be eligible for registration.

b. When semen is not properly identified by name and registration number of the bull and/or date of collection, the seller of the semen shall immediately inform the buyer(s) of the semen of the error.

**Rule 506: Death of Bulls Used Artificially**

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 artificial insemination prior to the death of said bull.

**Rule 600: Duty to Comply**

Rule 601: Maintenance and Verification of Accurate Breeding, Herd and Program Records

Rule 602: Maintenance of Accurate Records

Rule 603: Submission of Accurate Information to the Association

Rule 604: Questionable Submissions of Information to the Association: Cooperative Resolution

Rule 605: Unwillingness to Cooperate with the Association to Clarify Questionable Submissions

Rule 606: Elimination of Questionable Submissions from the Database

**Rule 600: Duty to Comply**

It is the duty of every member, affiliate, their employees, agents and others acting on their behalf to comply with all policies or guidelines related to any program of the Association.

**Rule 601: Maintenance and Verification of Accurate Breeding, Herd and Program records**

It is the responsibility of every breeder to have and maintain accurately kept records by which, if necessary, the Association can verify any information or data submitted to it in connection with any activity or program of the Association, including but not limited to the breeding, showing, registration, purchase or sale of Angus cattle or any program sponsored by the Association.

**Rule 602: Maintenance of Accurate Records**

Every breeder shall maintain accurate verifiable records, including any records established or required separately under these rules or any program of the Association.

**Rule 603: Submission of Accurate Information to the Association**

All members who apply for registration or transfer of animals in the American Angus Herd Book and all members participating in any Angus program shall submit only accurate information, based upon properly maintained and verifiable records.

**Rule 604: Questionable Submissions of Information to the Association: Cooperative Resolution**

Whenever the accuracy of any information (including data) submitted to the Association in connection with the registration or transfer process or any Angus program is deemed questionable by Association staff, the Association staff may attempt to resolve the matter informally in accordance with this rule or it may refer the matter to the Executive Committee of the Board of Directors. Subject to the prior approval of the Executive

Committee, Association staff may request that the submitting member resolve such concerns by cooperating with Association staff and, upon written request, agreeing to any reasonable request of the Association, which may include one or more of the following:

- a. the member's consent to allow an on-site examination of all relevant animals,
- b. the member's consent to an on-site examination of all breeding and herd records,
- c. the member's consent to an on-site examination of all Angus records,
- d. the member's consent to the on-site DNA-marker-type or blood-type testing of all relevant animals, or
- e. any other actions deemed appropriate by the Executive Committee.

**Rule 605: Unwillingness to Cooperate with the Association to Clarify or Resolve Questionable Submissions**

If a member is unwilling or refuses to cooperate with the Association staff in response to a written request to do so, the Chief Executive Officer shall notify the Executive Committee of the Board of Directors of such fact in writing and that Committee may, in its discretion, take action under the provisions of Article VIII of the Bylaws.

**Rule 606: Elimination of Questionable Submissions from the Database**

Notwithstanding any provision of these Rules, the Executive Committee of the Board of Directors may, in its discretion, direct the Association's staff to eliminate from a database any questionable submissions that it determines impact the integrity of any Angus program. Such elimination may take place only after the Association has provided written notice to the submitting member of its intent to do so. Such notice shall contain an explanation for the action taken and afford the impacted member a subsequent opportunity to be heard, pursuant to the hearing provisions of Article VIII.

## **Rule 700: DNA-Marker and Blood-Type Testing**

**Rule 700: DNA-Marker and Blood-Type Testing**

- a. Each animal for which a Registration or Transfer application is or has been received by the Association and each animal owned by a member participating in any Association program may be subjected to a DNA-marker-type test to verify accuracy of parentage or a blood-type test to determine that the animal or related animals are pure.
- b. The Executive Committee of the Board of Directors, or the Board of Directors, may require that a DNA-marker or blood-type test be made, by such agencies as it may designate, of any animal the purported sire or dam of which has been alleged to have been incorrectly recorded.
- c. The owner or owners of record of any animal in question and the owner or owners of record of the purported sire and dam shall afford representatives of the Association reasonable opportunity to secure blood or other DNA material from the animals involved in any such investigation, including granting such representatives the right to enter their property.
- d. The Chief Executive Officer of the Association may determine who shall pay the costs of any such investigation, including laboratory fees, undertaken pursuant to the provisions of Rule 700(b).
- e. If a member of the Association or an owner of record refuses reasonable opportunity to representatives of the Association, or its designated agents, to secure blood or other DNA material as set forth in this Rule, the Executive Committee of the Board of Directors, or the Board of Directors, may in their discretion take action under the provisions of Article VIII of the Bylaws.

**Rule 800: Show Rules**

Rule 801: Ownership of Animals Presented for Exhibition

Rule 802: Age Classification of Animals Presented for Exhibition

Rule 803: Identification of Animals Presented for Exhibition

Rule 804: Conformation and Structure of Animals Presented for Exhibition

Rule 805: Alteration of Conformation and Structure by Use of Prohibited Substance or Unethical Fitting

Rule 806: Submission of Cattle for Inspection

Rule 807: Enforcement of Association Rules at Association-Approved Livestock Shows

Rule 808: Exhibitor Conduct

Rule 809: Relationship Between These Rules and Show-Specific Rules

Rule 810: Certain Junior Shows

**Rule 800: Show Rules**

The Association regularly appropriates funds toward the payment of premiums at certain Fairs, Shows and Exhibitions. These funds are appropriated for the purpose of rewarding member exhibitors or member owners of those animals whose conformation is most desirable and properly attained. In the case of breeding stock, it is for the additional purpose of recognizing conformation most likely to add value to breed improvement. In order to carry out these purposes, the Association has established these Show Rules. Simply stated, these rules have been drafted to ensure that all animals presented for exhibition at Association-approved livestock shows shall be in their natural conformation and structure, free of any alteration or modification by injection or internal or external administration of any Prohibited substance or by any involvement in Unethical Fitting.

**Rule 801: Ownership of Animals Presented for Exhibition**

a. Each registered animal entered for competition at any Association-approved livestock show must:

1. be exhibited in the name of the member owner of record of the animal at the time it is presented for exhibition; and in the event that there is more than one owner of record, in the name of at least one of such owners of record, who is a member of the Association; and,
2. be exhibited in compliance with the Rules or Regulations governing the ownership of animals at the Fair, Livestock Show or Exposition at which the animal was exhibited.

b. The exhibition of any animal, the legal title to which has passed by public or private sale subject to a reservation of the privileges of exhibiting such animal subsequent to its sale and prior to its transfer on the records of the Association, shall not be deemed a violation of the provisions of paragraph (a) (1), of this Rule.

**Rule 802: Age Classification of Animals Presented for Exhibition**

Each member exhibitor or member owner is responsible for having each animal entered in the proper class or classes in which it belongs according to the birth date of such animal.

**Rule 803: Identification of Animals Presented for Exhibition**

a. Each member exhibitor or member owner is responsible for having each animal identifiable at check-in time by legible primary identification marks corresponding to either (1) the Certificate of Registration of such animal, the original of which must be available for inspection prior to the exhibit at each show, or (2) another approved current proof of ownership issued by the American Angus Association. (As amended on September 11, 2010)

b. If inspection of primary identification marks by an authorized representative of the Association reveals that primary identification marks are absent, illegible or not in conformity with registration, the animal shall be barred from exhibition at the show where examined.

1. In instances where a purchased animal is presented for exhibition with primary identification marks absent, DNA-marker-typing may be required before registration is validated and the new identification marks are recognized.
2. In instances where a registered animal is presented for exhibition by the original member owner with primary identification marks absent, a written statement may be required to be filed with the Association office documenting proper identity and confirming the fact that re-application of primary identification marks has been accomplished.
3. In instances where a registered animal is presented for exhibition with two or more sets of primary identification marks, DNA-marker-typing may be required in order to validate registration.
4. In instances where a registered animal is presented for exhibition with primary identification marks not in agreement with registration, the original owner may be required to document accuracy to the Association. DNA-marker-typing may be required to validate registration.
5. In instances where a registered animal is presented for exhibition with primary identification marks in agreement with registration but type (tattoo vs brand) of identification is incorrect, the owner may be allowed to show and the original registration paper must be returned for correction.

**Rule 804: Conformation and Structure of Animals Presented for Exhibition**

Each member exhibitor or member owner is responsible for having each animal fitted and presented in the showing in its natural conformation and structure without improper alteration.

**Rule 805: Alteration of Conformation and Structure by Use of Prohibited Substance or Unethical Fitting**

**a.** Each member exhibitor or member owner is prohibited from altering the conformation or the structure of an animal by injection or internal or external administration of any Prohibited Substance or by involvement in an Unethical Fitting. The member exhibitor and/or member owner is responsible for the acts of any nonmember fitter found to have altered an animal in violation of these Rules or the Rules and Regulations of any Association-approved livestock show.

**b.** At any show for which the American Angus Association appropriates funds toward the payment of premiums, no exhibitors, individuals assisting exhibitors or member owners at such show shall be allowed to use any coloring agents, on any animal exhibited.

The Association may adopt and implement various tests designed to monitor this prohibition, including but not limited to a "white towel" or "white glove" test. No aerosol cans or other pressurized containers will be allowed in designated make up areas.

**Rule 806: Submission of Cattle for Inspection**

Each member exhibitor or owner shall: (1) submit any registered Angus cattle to such tests and examinations by authorized representatives of the Association or of the relevant Association-approved livestock show as may be requested thereby; (2) release the Association, its officers, directors, employees and agents from any and all claims for damages arising in connection with the administration of any such test or examination and any and all decisions based upon or otherwise using or incorporating the results thereof; and (3) in the event such member exhibitor or member owner desires to dispute or challenge the results of any such test or examination applied to his animals, do so only in accordance with the procedures established by the Rules of the Association.

**Rule 807: Enforcement of Association Rules at Association-Approved Livestock Shows**

Authorized representatives of the Association have the authority to enforce the rules set forth herein, including barring a registered animal from a livestock show at which it is to be shown, if there are reasonable grounds to believe a violation has occurred.

**Rule 808: Exhibitor Conduct**

Member exhibitors and member owners, as well as their representatives and employees, shall act in a sportsmanlike and professional manner in the showing. Judges and show officials shall be treated with courtesy and respect. Exhibitors shall not engage in or direct any abusive, threatening or obscene conduct toward judges, show officials or other exhibitors.

**Rule 809: Relationship Between These Rules and Show-Specific Rules**

These Rules supersede the Show Rules published by an Association-approved livestock show, to the extent that there is a conflict.

**Rule 810: Certain Junior Shows**

The Board of Directors may, from time to time, also adopt and disseminate rules and guidelines to be used at selected junior shows at which the Association appropriates funds toward the payment of premiums. Such rules and guidelines may be enforced by authorized representatives of the Association.

**Rule 900: Membership**

Rule 901: Regular and Life Memberships

Rule 902: Junior Membership

Rule 903: Affiliate and Nonresident Memberships

Rule 904: Membership Name Change

**Rule 901: Regular and Life Membership Transfers**

Life Memberships issued before Oct. 1, 1980, and Regular Memberships may be transferred only once, upon request, to:

- a. A joint membership with a spouse or other immediate family member(s) not the subject of any prior suspension or expulsion, if originally issued to an individual.
- b. To an immediate family member who is not the subject of any prior suspension or expulsion.
- c. To an heir designated by will or, if intestate, by designation of other heirs. The transfer to an heir will be completed upon the Association's receipt of a letter from the executor of the estate or receipt of a Court Order, directing the transfer to take place.
- d. To a surviving partner of a partnership.
- e. To one of the individuals of a dissolved partnership, designated by transfer endorsement signed by the other partner or partners.
- f. To a stockholder of a corporation designated by transfer endorsement of the corporation, properly executed by an authorized agent of the corporation.
- g. To a member or stakeholder of any related legal entity, if properly authorized by an appropriate agent of the entity.
- h. If originally issued as a joint membership, from a joint membership to an individual membership upon agreement of all joint members or (in the case of a divorce), upon the Association's receipt of a divorce decree or other Court Order, directing the Association to change the owner of the membership.
- i. If originally issued as a personal name that is changed (in the case of marriage, divorce, adoption, etc.), upon the Association's receipt of legal name change documents, directing Association to change the owner of the membership.

Only one transfer of a Regular and Life Membership will be permitted.

**Rule 902: Junior Membership**

A Junior Membership may be converted into a Regular Membership or Life Membership upon request as provided in Article I of the Bylaws of the Association.

**Rule 903: Affiliate and Nonresident Memberships**

Affiliate and Nonresident Memberships in the Association are not transferable.

**Rule 904: Membership Name Change**

In the event a member requests to change the name of a membership for any reason and would like to retain the original member code, a membership name change fee established by the Board of Directors will be assessed to the member at the time of the name change. (As adopted September 11, 2020)

**Rule 1000: Sale Guarantees**

The American Angus Association is not liable for any warranties made by the seller of cattle.

**Rule 1100: Association Fees**

- a. All fees of whatever nature due the Association shall be paid in advance, accompanying requests for services.
- b. Nonpayment of fees is sufficient cause for:
  1. Withholding the processing of registrations or transfers, performance data or other types of work being performed by the Association;
  2. Cancellation of registrations or transfers which have been processed but not paid for, removal of performance data from the Association's database; and/or,
  3. Temporarily suspending a member's rights and privileges of membership in the Association until such time as the fees are paid.

**Rule 1200: Compliance with These Rules**

Rule 1201: Submissions of Information to the Association

**Rule 1200: Compliance with These Rules**

It is the duty of every member, affiliate, their employees, agents and others acting on their behalf to comply with these Rules.

**Rule 1201: Submissions of Information to the Association**

Whenever under these Rules there is a duty or requirement for a member to submit or provide information to the Association, such submission shall be truthful, accurate and verifiable.

**Rule 1300: Failure to Comply with These Rules**

Rule 1301: Failure of Members to Comply

Rule 1302: Failure of Affiliates to Comply

Rule 1303: Failure of Nonmembers to Comply

Rule 1304: Notices to the Membership of Disciplinary Action Taken

**Rule 1301: Failure of Members to Comply**

- a. The failure of any Life, Regular or Junior Member of this Association to comply with its Rules shall be grounds for discipline, including suspension of some or all privileges and rights of membership or expulsion, in accordance with the provisions of Article VIII of the Bylaws of the Association and subject to the discretion of the Board of Directors.
- b. Any suspension shall set forth a specific time period for such suspension, following which the Board of Directors may entertain a request for reinstatement to the full rights and privileges of membership.

**Rule 1302: Failure of Affiliates to Comply**

- a. The failure of any Affiliate Member of this Association to comply with its Rules shall be grounds for suspension of some or all privileges and rights of such membership or expulsion.
- b. Any suspension shall set forth a specific time period for such suspension, following which the Board of Directors may entertain a request for reinstatement to the full rights and privileges of membership.

**Rule 1303: Failure of Nonmembers to Comply**

The failure of any nonmembers to comply with the Rules of this Association shall be grounds for prohibiting such individuals from participation in any event or program sanctioned, funded or authorized by the Association or taking any other action, which, in its discretion, the Board of Directors may take.

**Rule 1304: Notices to the Membership of Disciplinary Action Taken**

- a. If a member has been disciplined, the Association shall publish such fact to the membership in the next regularly scheduled issue of the *Angus Journal* and/or the appropriate electronic communication platform, unless the action taken has occurred during the pendency of an investigation under Article VIII. In that event, publication shall be left to the discretion of the Executive Committee of the Board of Directors. (As amended February 25, 2022)
- b. If disciplinary action of a member has been terminated by the Board of Directors, the Association shall publish such fact to the membership in the next regularly scheduled issue of the *Angus Journal* and/or the appropriate electronic communication platform. (As amended February 25, 2022)

**Rule 1400: Litigation Forum and Expenses: agreement of all Members****Rule 1400: Litigation Forum and Expenses: Agreement of All Members**

- a. All members shall not commence any civil action, whether in law or in equity, against the Association in any courts other than those Federal or State courts located in the State of Missouri.
- b. Following judicial review of any final decision, action or Rule of the Association contested by said member, whereby the member fails to have the Association's decision, action or rule reversed or overturned, said member shall reimburse the Association for the reasonable attorney's fees, court costs and other expenses incurred by the Association in defense of the lawsuit.

For the American Angus Association's most recent Rules, reference materials, policies regarding genetic conditions and factors, and a complete list of reported carriers, visit [www.angus.org](http://www.angus.org) or call 816-383-5100.

## **Part 3: Policy Regarding Specific Genetic Conditions and Genetic Factors**

<b>Introduction to Policy Regarding Genetic Conditions and Genetic Factors . . . . .</b>	<b>54</b>
<b>Policy on Arthrogryposis Multiplex (AM), Neuropathic Hydrocephalus (NH), Contractural Arachnodactyly (CA) and Osteopetrosis (OS). . . . .</b>	<b>55</b>
<b>Policy on Myostatin nt821 Gene Deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH). . . . .</b>	<b>58</b>
<b>Policy on PRKG2 Gene Mutation for Dwarfism (D2) . . . . .</b>	<b>61</b>

Rules 300 to 307 set forth the Genetic Conditions Policy of the American Angus Association and those rules relating to it. Rule 350GF relates to Genetic Factors. Please refer to this policy and set of rules for more information as well as for definitions of genetic conditions recognized by the Association.

The abnormalities listed there are considered pathological (disease) conditions of genetic origin. These “genetic conditions” include an impairment of health or a condition of abnormal function due to an abnormal or mutated gene. In instances in which a reliable DNA test has been developed and approved by the Association that conclusively identifies and separates carriers of a recognized genetic condition from those free of the same condition, Rule 307 delegates to the Board the discretion to develop, establish and implement a policy tailored to address the circumstances of a particular situation.

Set forth below is the American Angus Association’s policy relating to arthrogryposis multiplex (AM), neuropathic hydrocephalus (NH), contractural arachnodactyly (CA), myostatin nt821 gene deletion (M1), PRKG2 gene mutation for dwarfism (D2), developmental duplication (DD), oculocutaneous hypopigmentation (OH) and osteopetrosis (OS).

Members with questions regarding the following policy or the Genetic Conditions Policy or Related Rules in general should contact Member Services for clarification.



## **Policy of the American Angus Association relating to the Registration Status of Potential and Known Carriers of Arthrogyposis Multiplex (AM), Neuropathic Hydrocephalus (NH), Contractural Arachnodactyly (CA) and Osteopetrosis (OS).**

(As combined and amended on September 13, 2012, September 13, 2013 and September 13, 2017)

### **Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following separate genetic conditions:

Arthrogyposis Multiplex (AM)  
Neuropathic Hydrocephalus (NH)  
Contractural Arachnodactyly (CA)  
Osteopetrosis (OS)

### **Definitions and Referenced Dates Used in this Policy**

The phrase "impacted genetics" shall refer to any animal that is a descendant of a confirmed carrier of the AM, NH, CA or OS mutation that does not have an intervening descendant that has tested free of such mutation(s) at a laboratory approved by the Association. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

*Dates on which the Association Recognized the Conditions:*

*November 15, 2008 (AM)*

*June 12, 2009 (NH)*

*July 14, 2010 (CA)*

*April 15, 2016 (OS)*

*Dates on which the Association began to provide Commercialized Tests at Approved Laboratories:*

*January 1, 2009 (AM)*

*June 15, 2009 (NH)*

*October 4, 2010 (CA)*

*May 17, 2016 (OS)*

### **Procedures and Qualifications for Registration**

#### **I. Status of Females and Bulls with Impacted Genetics Registered with the Association *Prior* to Those Dates on which Laboratories Approved by the Association began to Provide Commercial DNA Tests to the Membership**

A. All such females and bulls with the impacted genetics in their pedigrees shall remain registered. Such registrations shall not be revoked, canceled or suspended.

B. All such females and bulls with the impacted genetics in their pedigrees that are subsequently tested shall remain registered regardless of whether they are determined to be carriers or free of AM, NH, CA or OS mutations.

#### **II. Registration of Females and Bulls with Impacted Genetics**

##### **A. Females**

1. In order for any potential female carrier of AM, NH or CA to be eligible for registration on or after September 13, 2012, and in order for any potential female carrier of OS to be eligible for registration on or after May 17, 2016, such animal must be tested for the mutation in issue at a laboratory approved by the Association. Following such test, the animal shall be eligible for registration regardless of whether it is determined to be a carrier or free of the mutation in issue. The test results shall be prominently denoted on such animal's registration and performance certificates in the manner prescribed below.

**B. Bulls**

1. In order for any potential bull carriers of AM, NH or CA to be eligible for registration on or after September 13, 2012, and in order for any potential bull carrier of OS to be eligible for registration on or after May 17, 2016, such animal must be tested for the mutation in issue at a laboratory approved by the Association and found to be "free" of such mutation.

**C. Steer Calves**

1. All resulting steer calves of potential carrier females or potential carrier bulls may be registered without submitting to testing.

**III. Registered Animals Determined to Exhibit the Genetic Condition**

Any registered animal identified as being homozygous for the mutation shall be considered to exhibit the genetic condition and shall be ineligible for registration under Rule 103d of the Rules of the Association. The registration of such animal shall be considered null and void and its Certificate of Registration should be returned to the Association by the member.

**IV. Registered A.I. Sires Determined to be Carriers of the Mutation**

A. All calves sired artificially by non-owned bulls (calves that would require an AI service certificate) shall be ineligible for registration if conceived after sixty (60) days following the date on which that sire is listed on the Association's website as a carrier of the mutation. Calves resulting from embryos conceived artificially by non-owned bulls with embryo removal dates after 67 days following the date on which that sire is listed on the Association's website as a carrier of the mutation shall be ineligible for registration.

B. The Association will publish the names and registration numbers of such sires on its website only upon receipt of a test determination from an approved laboratory.

**V. Registration of Clones with Impacted Genetics**

Clones of any animal determined to be a carrier of the mutation shall be ineligible for registration. Clones of untested animals with the impacted genetics shall also be ineligible for registration.

**VI. Testing of Animals**

Testing to determine whether an animal is a carrier of the mutation or is free of it shall be conducted at those laboratories approved by the Association. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

**VII. Publication of Test Results by the Association**

Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation or free of it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

**VIII. Right to Request a Second DNA Test**

In those instances, in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

**IX. Notations on Registration and Performance Pedigree Certificates**

A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "AMF," "NHF," "CAF" or "OSF" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. **AMF** shall mean "**Arthrogryposis Multiplex – Free**" or that an animal is free of the mutation. **NHF** shall mean "**Neuropathic Hydrocephalus – Free**" or that an animal is free of the mutation. **CAF** shall mean "**Contractural Arachnodactyly – Free**" or that an animal is free of the mutation. **OSF** shall mean "**Osteopetrosis – Free**" or that an animal is free of the mutation.

B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "AMC," "NHC," "CAC" or "OSC" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. **AMC** shall mean "**Arthrogryposis Multiplex – Carrier**" or that the animal is a carrier of the mutation. **NHC** shall mean "**Neuropathic Hydrocephalus – Carrier**" or that the animal is a carrier of the mutation. **CAC** shall mean "**Contractural Arachnodactyly – Carrier**" or that the animal is a carrier of the mutation. **OSC** shall mean "**Osteopetrosis – Carrier**" or that an animal is a carrier of the mutation.

C. Upon receipt of a test result on an affected animal from an approved laboratory, the Association shall place or electronically display the letter designation "CAA" on any registration and performance pedigree certificates on which the affected animal appears as an ancestor. **CAA** shall mean "**Contractural Arachnodactyly – Affected.**"

D. The Association shall place or electronically display the letter designation(s) "AMP," "NHP," "CAP" or "OSP" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening AMF, NHF, CAF or OSF status eliminates all genetic ties to a known carrier ancestor (registered prior to September 13, 2012 for AM, NH and CA). **AMP** shall mean "**Arthrogryposis Multiplex – Potential**" or that the animal is potentially a carrier of the mutation. **NHP** shall mean "**Neuropathic Hydrocephalus – Potential**" or that the animal is potentially a carrier of the mutation. **CAP** shall mean "**Contractural Arachnodactyly – Potential**" or that the animal is potentially a carrier of the mutation. **OSP** shall mean "**Osteopetrosis – Potential**" or that an animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association either receives an official determination from an approved laboratory that the particular animal has been tested and found to be free of or a carrier of the mutation or an intervening ancestor of the animal has tested free of such mutation. In such instances, the certificate on the animal will be denoted in accordance with Section IX.A and B of this policy.

NOTE: These procedures apply only to Arthrogryposis Multiplex, Neuropathic Hydrocephalus, Contractural Arachnodactyly and Osteopetrosis.

## **Policy of the American Angus Association Relating to the Registration Status of Potential and Known Carriers of Myostatin nt821 Gene Deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).**

(As combined and amended on September 13, 2017)

### **Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following separate genetic conditions: Double muscling (Skeletal Muscle Hypertrophy), Myostatin nt821 gene deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).

### **Definitions and Referenced Dates Used in this Policy**

The phrase "impacted genetics" shall refer to any animal that is a descendant of a confirmed carrier of the M1, DD or OH mutation that does not have an intervening descendant that has tested free of such mutation(s) at a laboratory approved by the Association. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

*Dates on which the Association Recognized the Conditions:*

*June 20, 2011 (M1)*

*August 14, 2013 (DD)*

*November 2, 2015 (OH)*

*Dates on which the Association began to provide Commercialized Tests at Approved Laboratories:*

*July 1, 2011 (M1)*

*August 27, 2013 (DD)*

*December 16, 2015 (OH)*

### **Procedures**

The following procedures shall be followed in connection with the registration status of potential and known carriers of M1, DD and OH:

#### **I. Status of Currently Registered Females and Bulls**

A. As used herein, the word "currently" in the phrase "currently registered" shall mean that date on which laboratories approved by the Association began to provide a commercial DNA test for the mutation to the membership.

B. All currently registered females and bulls with the impacted genetics in their pedigrees shall remain registered. In other words, their registrations will not be revoked, canceled or suspended.

C. All currently registered females and bulls with the impacted genetics in their pedigrees that are tested and determined to be carriers of the mutation shall remain registered.

#### **II. Resulting Progeny of Carrier Females and Bulls**

All resulting progeny of currently registered carrier females or carrier bulls may be registered without submitting to testing. Notwithstanding such registration, the Association shall place or electronically display a notation, as described in Section VII of this Policy, on each Performance Registration Certificate, Angus Performance Pedigree or any other pedigree displayed electronically.

### III. Currently Registered Animals Determined to be Affected by the Mutation

For the mutation M1 and OH, any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition, and are not eligible for registration under Rule 103d. In the event that a registered animal is discovered to be affected by the condition, its registration shall be considered null and void, and the Certificate of Registration must be returned to the Association for cancelation. For the mutation DD, any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition. Such animals shall be eligible for continued and prospective registration.

### IV. Testing of Animals

A. Testing to determine whether an animal is a carrier of the mutation, is free of the mutation, or affected by it shall be conducted at those laboratories approved by the Association.

B. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

### V. Publication of Test Results by the Association

Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation, free of the mutation, or affected by it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier or determined to be affected, as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

### VI. Right to Request a Second DNA Test

In those instances, in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

### VII. Notations on Registration and Performance Pedigree Certificates

A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1F", "DDF" or "OHF" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. **M1F** shall mean "**Myostatin nt821 mutation for Double Muscling – Free**" or that an animal is free of the mutation. **DDF** shall mean "**Developmental Duplication – Free**" or that an animal is free of the mutation. **OHF** shall mean "**Oculocutaneous Hypopigmentation – Free**" or that an animal is free of the mutation.

B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1C", "DDC" or "OHC" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. **M1C** shall mean "**Myostatin nt821 mutation for Double Muscling – Carrier**" or that the animal is a carrier of the mutation. **DDC** shall mean "**Developmental Duplication – Carrier**" or that the animal is a carrier of the mutation. **OHC** shall mean "**Oculocutaneous Hypopigmentation – Carrier**" or that the animal is a carrier of the mutation.

C. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "M1A", "DDA" or "OHA" on any animal that has been determined by such test to be an affected animal. **M1A** shall mean "**Myostatin nt.821 mutation for Double Muscling – Affected**" or that the animal is affected by the mutation. **DDA** shall mean "**Developmental Duplication – Affected**" or that the animal is affected by the mutation. **OHA** shall mean "**Oculocutaneous Hypopigmentation – Affected**" or that the animal is affected by the mutation.

D. The Association shall place or electronically display the letter designation(s) "M1P", "DDP" or "OHP" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening M1F, DDF or OHF status eliminates all genetic ties to a known carrier ancestor. **M1P** shall mean "**Myostatin nt821 mutation for Double Muscling – Potential**" or that the animal is potentially a carrier of the mutation. **DDP** shall mean "**Developmental Duplication – Potential**" or that the animal is potentially a carrier of the mutation. **OHP** shall mean "**Oculocutaneous Hypopigmentation – Potential**" or that the animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association receives an official determination from an approved laboratory that the particular animal tested as a carrier of the mutation or free of it, in which case its certificates will be denoted pursuant to Sections VII.A and B of these procedures.

NOTE: These procedures apply only to Myostatin nt821 Gene Deletion (M1), Developmental Duplication (DD) and Oculocutaneous Hypopigmentation (OH).

## **Policy of the American Angus Association Relating to the Registration Status of Potential and Known Carriers of PRKG2 Gene Mutation for Dwarfism ("D2")**

(As adopted August 29, 2011 and amended effective September 19, 2011)

### **Preface**

Pursuant to Rule 307 of the Rules of the American Angus Association (hereinafter "the Association"), the Board of Directors hereby adopts the following policy regarding the following genetic condition: PRKG2 gene mutation for dwarfism (hereinafter "D2").

D2 was recognized as a genetic condition on September 7, 2007.

### **The Impacted Genetics**

For the purposes of the procedures that follow, the phrase "the impacted genetics", as it references the D2 mutation, currently refers to all animals with confirmed carriers of the D2 mutation in their pedigrees. These currently identified references do not preclude other ancestors from potentially being identified as carriers at a later time.

### **Procedures**

The following procedures shall be followed in connection with the registration status of potential and known carriers of D2:

#### **I. Status of Currently Registered Females and Bulls**

A. As used herein, the word "currently" in the phrase "currently registered" shall mean that date on which the Board adopted its policy related to D2. Such date(s) will be published on the Association's website.

*Note: With respect to D2, that date was August 29, 2011.*

B. All currently registered females and bulls with the impacted genetics in their pedigrees shall remain registered. In other words, their registrations will not be revoked, canceled or suspended.

C. All currently registered females and bulls with the impacted genetics in their pedigrees that are tested and determined to be carriers of the mutation shall remain registered.

#### **II. Resulting Progeny of Carrier Females and Bulls**

##### **A. Heifer Calves**

All resulting heifer calves of currently registered carrier females or carrier bulls must be DNA tested for the mutation recognized under this policy at a laboratory authorized by the Association in order to be eligible for registration. The results of such test (reflecting whether the heifer calf so tested is a carrier of the mutation or free of it) shall be denoted on that animal's registration and performance certificates in the manner prescribed below.

##### **B. Bull Calves**

All resulting bull calves of registered carrier females or carrier bulls must be DNA tested for the mutation recognized under this policy at a laboratory authorized by the Association and found to be free of that mutation in order to be eligible for registration.

##### **C. Steer Calves**

All resulting steer calves of currently registered carrier females or carrier bulls may be registered without submitting to testing.

**III. Currently Registered Animals Determined to be Affected by the Mutation**

Any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the condition, and are not eligible for registration under Rule 103d. In the event that a registered animal is discovered to be affected by the condition, its registration shall be considered null and void, and the Certificate of Registration must be returned to the Association for cancelation.

**IV. Currently Registered A.I. Sires Determined to be Carriers of the Mutation**

A. All calves sired artificially by non-owned bulls (calves that would require an AI service certificate) shall be ineligible for registration if conceived after sixty (60) days following the date on which that sire is listed on the Association's website as a carrier of the mutation. Calves resulting from embryos conceived artificially by non-owned bulls with embryo removal dates after 67 days following the date on which that sire is listed on the Association's website as a carrier of the mutation shall be ineligible for registration.

B. The Association will publish the names and registration numbers of such sires on its website only upon receipt of a test determination from an approved laboratory.

**V. Registration of Clones with Impacted Genetics**

Clones of any animal determined to be a carrier of the mutation shall be ineligible for registration. Clones of untested animals with the impacted genetics shall also be ineligible for registration.

**VI. Testing of Animals**

A. Testing to determine whether an animal is a carrier of the mutation, is free of the mutation, or affected by it shall be conducted at those laboratories approved by the Association.

B. The results of such testing shall be provided to the Association and the submitting member as soon as practicable after the test results are available.

**VII. Publication of Test Results by the Association**

Upon receipt of a test result from an approved laboratory that determines whether an animal is a carrier of the mutation, free of the mutation, or affected by it, the Association shall list the name, registration number and test result of each such animal on its website. The Association shall also maintain an updated list of each animal determined to be a carrier or determined to be affected, as well as those who have tested free of such condition. Upon request, the Director of Member Services shall provide such a list at no cost to the requesting member.

**VIII. Right to Request a Second DNA Test**

In those instances in which an animal previously registered or seeking registration is tested and determined to be a carrier of the mutation (and is identified as such on the Association's website), the member owner of record may request that an approved laboratory conduct a second DNA test on a sample from such animal. In order to process a request for a second test, the member owner of record must provide materials or samples sufficient to permit the laboratory to verify the parentage of the animal in question.

**IX. Notations on Registration and Performance Pedigree Certificates**

A. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2F" on the registration and performance pedigree certificates of any animal that has been determined by such a test to be free of the mutation. D2F shall mean "PRKG2 Dwarfism – Free", or that an animal is free of the mutation.



B. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2C" on the registration and performance pedigree certificates of any animal that has been determined by such test to be a carrier of the mutation. D2C shall mean "PRKG2 Dwarfism – Carrier", or that the animal is a carrier of the mutation.

C. Upon receipt of a test result from an approved laboratory, the Association shall place or electronically display the letter designation(s) "D2A" on any animal that has been determined by such test to be an affected animal. The "D2A" letter designation shall be reflected on any registration and performance pedigree certificates where the affected animal appears as an ancestor. D2A shall mean "PRKG2 Dwarfism – Affected", or that the animal is affected by the mutation.

D. The Association shall place or electronically display the letter designation(s) "D2P" on the registration and performance pedigree certificates of all registered animals that descend from an animal determined to be a carrier of the mutation, unless an intervening D2F status eliminates all genetic ties to a known carrier ancestor. D2P shall mean "PRKG2 Dwarfism – Potential", or that the animal is potentially a carrier of the mutation.

Such notification will remain in place until the Association receives an official determination from an approved laboratory that the particular animal tested as a carrier of the mutation or free of it, in which case its certificates will be denoted pursuant to Sections IX.A and B of these procedures.

NOTE: These procedures apply only to PRKG2 gene mutation for dwarfism.

## Suggested\* Sale Terms and Conditions

American Angus Association • Effective June 4, 2020

\*These Suggested Sales Terms and Conditions have been drafted for optional use by sellers in multiple types of transactions including auctions, internet auctions, private treaty sales and private treaty sale "bid offs." Whether to use them as drafted, as modified, or not at all, is left to the independent business judgment of every seller. They are for sellers' consideration and voluntary use.

### TERMS OF SALE

#### Announcements

1. If there is any inconsistency in the terms of any sales materials, including sale books, supplement sheets or day-of-sale announcements, (i) the day-of-sale announcement will control over both the supplement sheet and the sale book, and (ii) the supplement sheet will control over the sale book.

#### Cash Sale

1. All sales are for cash unless satisfactory credit arrangements, including any possible reservation of security interest by the seller, have been made with the seller prior to sale.

#### Buyer's Risk at the Time of Sale

1. The risk of loss and injury of each animal passes to the buyer as soon as it is sold; however, it is the obligation of the seller to ensure that sold animals are fed and cared for free of charge to the buyer until loaded for shipment or until the expiration of **24** hours after the sale, whichever occurs sooner.

#### Identification Responsibilities

1. Prior to the sale, the seller must ensure that each animal has a readable primary identification mark (e.g., tattoo, hot-iron brand or freeze brand) corresponding to its registration.
2. The buyer must check all primary identification marks for accuracy upon possession and report any discrepancies or irregularities to the seller immediately.
3. In those cases where a nickname is used by the seller, the nickname must also be accompanied by the official registered name and number of the animal.

#### Certificates of Registration

1. A transferred certificate of registration must be furnished by the seller free of charge to the buyer for each animal within 45 days following the later of either the date of sale or upon the receipt of full payment.

#### Artificial Insemination (AI) Service Certificates

1. AI Service certificates will be the responsibility of the buyer unless otherwise specified by the seller.

### GUARANTEES

#### Health

1. Unless otherwise announced, the seller guarantees that all animals are eligible for interstate shipment as required by applicable federal and state regulations.

#### Conformance with Registration

1. The seller guarantees that all sold animals are registered in accordance with the rules of the American Angus Association.
2. The seller guarantees to the buyer that all sold animals conform to the registration certificate as entered in the Herd Book of the American Angus Association.
3. The seller guarantees to the buyer that with respect to all females exposed to multiple service sires, each such service sire will have parentage markers on file with the American Angus Association. *(As adopted February 21, 2014)*

**Pedigree, Performance and Genetic Information**

1. The seller guarantees to the buyer that the pedigree, performance data and genetic information, as represented in any sales materials (including any sale book, supplement sheet or day-of-sale announcement), are accurate. The seller shall provide "as of" date for all information from the American Angus Association database.
2. The absence of any such designation on the pedigree of an animal, as set forth in any sales materials, does not establish that the animal in question is not a carrier of any such genetic factor.
3. In those cases where a commonly understood nickname is used by the seller, the seller guarantees the pedigree of the animal based on the commonly understood nickname.

**Sex**

1. Unless otherwise represented by the seller, there are no guarantees that offspring will be of a particular sex.

**Breeding Guarantees**

1. The seller guarantees that all animals are breeders, with the exception of: (a) calves under 12 months of age at the time of the sale; (b) animals shown after the sale has occurred (in such cases, the breeding guarantees, if any, will be those guarantees as are agreed upon between the seller and the buyer); (c) animals who suffer injury or disease following the sale; and (d) animals subjected to gross negligence by or willful misconduct on the part of the buyer.
2. The seller guarantees that all bulls are breeders for a period of **90** days following the initial turn out with buyer's herd, but only if such bulls are at least 12 months old at the time of sale and have not been allowed to run with the herd until at least 14 months of age. A bull that settles a cow by natural service and passes a fertility test performed by a competent veterinarian or reproductive technician mutually agreed upon by the buyer and the seller will be considered a breeder. Unless otherwise agreed by the buyer and the seller, the seller makes no guarantees with respect to the ability to freeze semen.
3. Cows with calves at their side are presumed to be breeders with no further fertility guarantee.
4. "Safe-in-calf" females are guaranteed by the seller to have been examined by a competent veterinarian or reproductive technician and determined to be safe-in-calf by examination or other proven method (e.g., ultrasound, pregnancy blood tests, and rectal palpation).
5. "Served" females are not guaranteed to be in calf.
6. "Pasture-bred" females have been exposed but are not guaranteed to be in calf.
7. "Open" females are guaranteed by the seller to be without calf.
8. Donor females:
  - a. Unless otherwise agreed by the buyer and the seller, a female that has been used in an embryo transfer program is not guaranteed to be a breeder after the date of the sale.
  - b. Unless otherwise agreed by the buyer and the seller, a female is not guaranteed to be a breeder after the date of the sale, when that female is to be used, or attempted to be used, in an embryo transfer program.
9. The seller makes the following guarantees with respect to all "pregnant recipients": (i) that the female is pregnant, (ii) that the resulting calf is of the pedigree represented, and (iii) that the resulting calf is of the sex represented (if so represented).

**Semen**

1. Unless otherwise agreed by the buyer and the seller, with respect to the sale of semen the seller makes no guarantees with respect to the performance or characteristics of such semen and the buyer is purchasing such semen "as is."

**Embryos**

1. Embryos being offered for sale will be sold "as is" as it relates to fertility and pregnancy success rate unless the seller provides additional guarantees.
2. It is the seller's responsibility to disclose additional known information related to the embryos, to include, but not limited to the sexing of the embryos or any biopsied information. (As adopted June 4, 2020 and September 11, 2020)

**Privileges of Return or Adjustment: Options**

1. With the exception of any applicable transportation expenses described herein, a seller shall never be liable to a buyer for an amount greater than the original selling price of any animal sold under these Sales Terms and Conditions.
2. Unless otherwise stated, all claims for adjustment or refund must be made in writing to the seller within 180 days following the sale of the animal in question.
3. If an animal is claimed to be a non-breeder, the animal may be returned to the seller if it is in good condition and complies with the health requirements of the seller's state. At the option of the buyer, the seller may issue a credit to the buyer for use in a future purchase or provide an animal of equal value subject to the approval of buyer. If the buyer exercises either such option, the claim shall be deemed fully and satisfactorily resolved. However, in the event that the buyer requests a refund of the purchase price, the seller may, at its option, either issue a refund of the full purchase price or, shall have 180 days from the date the animal is returned to the seller's farm to conduct a trial to demonstrate the returned animal is a breeder. Refund of the full purchase price or demonstrated proof that the animal is a breeder during the test trial shall be deemed full satisfaction and settlement of the claim.

Any expense incurred for transporting an animal claimed to be a non-breeder will be the responsibility of the buyer, except that the seller will be responsible for transportation costs in excess of the distance between the buyer's farm and the location where the sale took place. If the seller proves the animal to be a breeder, it will be the obligation of the buyer to take delivery of the animal and pay all transportation expenses.

4. If a female sold as "safe in calf" proves not to be in calf, the seller must make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary of the date of the sale.
5. If a female represented as "safe in calf" to a certain bull at the time of sale proves to have been bred to a different bull, the seller must make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary of the date of sale.
6. If a female sold as "open" proves to be with calf, the buyer may return the animal to the farm of the seller prior to calving for a refund of the full purchase price or for another animal of equal value, whichever is acceptable to the buyer. The Seller is responsible for all transportation expenses.
7. White skin or hair must not be painted or altered. If such painting or alteration has occurred, the buyer may return the animal to the farm of the seller for a refund of the full purchase price or for another animal of equal value, whichever is acceptable to the buyer.
8. If an animal is sold and subsequently becomes ineligible for registration under the rules of the American Angus Association for reasons other than incorrect parentage, the seller must make a satisfactory adjustment on the purchase price to the buyer, or at the option of the buyer, refund the purchase price upon the return of the animal to the farm of the seller.

9. If an animal (including the offspring of a pregnant recipient) is sold and through parentage verification is proven to have incorrect parentage, as represented by the animal's certificate of registration, and for which correct parentage can be determined, the seller is obligated to make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon the return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the second anniversary of the date of the sale.

10. If the resulting calf of a pregnancy is not of the sex represented at the time of the sale, the seller is obligated to make a satisfactory adjustment on the purchase price to the buyer or, at the buyer's option, refund the purchase price upon the return of the animal to the farm of the seller. Any claim for adjustment or refund under this paragraph must be made in writing to the seller on or before the first anniversary date of the sale.

11. Unless stated otherwise, all transportation expenses incurred will be the responsibility of the buyer, except that the seller will be responsible for transportation costs in excess of the distance between the buyer's farm and the location where the sale took place.

#### **Disclosure or Retention of Genetic Materials**

1. If seller retains any genetic materials of an animal being sold that can be used for cloning, the seller must disclose such fact to any potential buyers prior to the sale.

#### **GENETIC CONDITIONS: REQUIRED DISCLOSURES RELATING TO CERTAIN TEST RESULTS OR POTENTIAL CARRIER STATUS OF AN ANIMAL.**

1. In advance of any sales of an animal, the seller shall have the affirmative duty to notify any potential buyer of (1) any test results in which an animal for sale has tested positive (under a test and at a laboratory approved by the American Angus Association) as a carrier of any genetic conditions recognized by the American Angus Association, and (2) whether the animal has a potential carrier designation on its pedigree for any genetic condition that is recognized by the American Angus Association.

#### **Optional Guarantee: Genetic Conditions**

1. The buyer and seller may determine the scope and duration of a guarantee, if any, on an individual basis. The seller may, but is not required, to provide a guarantee to the buyer relating to genetic conditions.

2. Nothing contained herein should be construed to relieve the parties from complying fully with all the rules and policies of the Association relating to genetic conditions generally or individually.

#### **MISCELLANEOUS**

1. The above terms and conditions of sale constitute a contract between the buyer and the seller of each animal and are equally binding upon both parties. Each sale or resale of an animal constitutes a separate transaction.

2. Neither the American Angus Association nor any director, officer, employee or representative of the Association or any of its related entities assumes any liability, legal or otherwise, in connection with any sale or transaction conducted under the terms of the Suggested Sales Terms and Conditions. Nor shall the American Angus Association, its directors, officers, employees or representatives assume any liability or be responsible in any way for enforcing the terms and conditions of any agreement between buyer and seller.

3. Neither the sponsor or sponsors, the sale manager, nor any other person connected with the management of the sale, assumes any liability, legal or otherwise.

4. These sale terms and conditions and all rights, obligations and duties arising hereunder and all disputes arising hereunder will be construed in accordance with, and governed by, the laws of the state in which the sale of the animal or animals occurs, without giving effect to such state's choice of law rules.

UNLESS OTHERWISE EXPRESSLY STATED IN THESE SALE TERMS AND CONDITIONS OR ANY OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF ANGUS CATTLE UNDER THESE SALE TERMS AND CONDITIONS, SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO THE PARTIES. THE REMEDIES PROVIDED IN THESE SALE TERMS AND CONDITIONS ARE THE EXCLUSIVE REMEDIES OF THE BUYER, OR ANY PARTY CLAIMING THROUGH THE BUYER, AND UNDER NO CIRCUMSTANCES WILL THE SELLER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE.



## **American Angus Association® Mission Statement**

*“To provide programs, services, technology and leadership to enhance the genetics of the Angus breed, to broaden its influence within the beef industry, and to expand the market for superior-tasting, high-quality Angus beef worldwide.”*

**ANGUS**  
**THE BUSINESS BREED**

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