

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

## **RULE I HERD BOOK**

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

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

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

## **RULE II SHORTHORN REGISTRY**

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

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

- A. **ELIGIBILITY:** To be eligible for entry in the American Shorthorn Association Herd Record, an animal must be the offspring of parents, both of which have been previously entered in the American Shorthorn Association Herd Record. The entity or person registering the animal must be a qualified ASA member to be permitted to register animals in the Shorthorn Herd Record. Whole Herd Reporting (WHR) breeders must complete their annual assessment for each calendar year before they are allowed to register any animals born in that calendar year.
- i. Effective January 1, 2019 WHR breeders can no longer register a calf without assessing the dam and the entire herd. If the assessment was required but not paid for in the previous year on any animals in the herd, they will be deemed as inactive. A reinstatement fee will be charged.
- B. **ISSUANCE:** A certificate of registry shall be issued by the ASA for each animal accepted for registration. Such certificates shall be prepared by the Executive Secretary in the form prescribed by the ASA Board of Directors. The ASA Registrar shall show the printed facsimile of the seal of the ASA and include the signature of the Executive Secretary, which may be affixed in printed form. Certificates can also be digitally presented from the online registry and members

have access to print the registration certificates from the online registry.

- C. **CERTIFICATE:** The standard registry certificate for an animal shall be written in the tabulated or bracket form and shall include the name of the animal, its record number, tattoo identification number, color description, birth date and name or names and city and state of the breeder and owner(s). The certificate shall include the names and record numbers of each parent and grandparent together with the color descriptions and the names of the breeders of each.
- D. **REMOTE ANCESTORS:** The great-grandparents may be listed on a registry certificate provided an appropriate fee is paid therefore.
- E. **REPLACEMENT CERTIFICATE:** A new certificate, if desired, may be obtained from the ASA at a fee to be fixed by the ASA Board of Directors.
- F. **DUPLICATE CERTIFICATE:**  
If a duplicate certificate is requested a fee may be assessed for such service. The digital copy in the registry is the final and actual description of registration and any other information on the pedigree at that time. The digital copy will always have the most updated information about the animal in question. ASA members may print a copy of a registration paper showing their registration ownership at any time.
- G. **ERRORS:** The ASA shall not be responsible or bound by errors in the recording of information provided to it by applicants or any other means submitted. If an error is discovered, it should be reported to the ASA immediately and the incorrect certificate returned with a letter of explanation. Errors committed by the applicants for registration or transfers shall be corrected at fees established by the ASA Board of Directors. Errors in registration or transfer committed by the ASA office shall be corrected at the expense of the ASA.
- H. **RESPONSIBILITY FOR LEGAL TITLE:** The transfer of registration entered on an application or a certificate of registry, or in the records of the ASA, shall not be construed as the conveyance of legal title by the ASA or other parties. The ASA shall in no way be involved in or assume liability for the purchase, sale, or terms of sale of registered animals, or the passage of legal title thereto.
- I. **REGISTRATION FOR ESTATE PURPOSES:** In the event of the death of one who normally would apply for registration, the ASA requires that there shall be filed, in its office, all papers and documents necessary to provide that the person requesting registration is legally authorized and entitled to request such registration.
- J. **283 DAY RULE:** A calf born less than 283 days after the birth of dam's previous calf will be questioned. The breeder must provide an explanation for the early delivery and a ruling will be made as to whether the entry will be allowed by the Executive Secretary or designee.
- K. **DNA GENOTYPING:** Whenever the eligibility for registration of any animal is in

question or doubt because of uncertain or unknown parentage, DNA genotyping by the ASA shall be required at the applicant's expense. (See Rule III, Section 8, DNA GENOTYPING.)

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

- A. **FRAUD:** The Board shall be authorized to strike from the records of the ASA and to recall for cancellation, any certificate issued by the ASA in the event the Board shall determine that the record was fraudulently recorded, by means of willful misrepresentation of, but not limited to date of birth, permanent identification marks, sire, dam or service by natural or artificial insemination. The certificate shall be recalled for cancellation.
- B. **ALTERATION:** Any alteration of a certificate of registry or transfer not made or authorized by the Executive Secretary or Registrar shall render such certificate null and void. The digital registration certificate is the current and most accurate version of the registry of any animal and therefore should be referred to if any questions arise about alterations of a paper certificate.
- C. **ELIGIBILITY:** Suspension or nullification of a pedigree certificate shall make the subject animal and its progeny ineligible for registration, transfer of ownership in the ASA registry, or exhibition at an ASA sanctioned show.

Section 3.     **STANDARDS FOR REGISTRATION**

- A. **PUREBRED SHORTHORN REGISTRY:** Shorthorn registration shall extend to and be available for all Shorthorn animals (15/16 and/or 93.75% and higher in blood concentration) provided that:
  - 1. **Eligibility:** Progeny are eligible if both the sire and the dam are correctly registered.
  - 2. **Color:** The color shall be one of the following descriptions: red, red and white, red with white marks, roan or white; must be of traditional Shorthorn color for purebred registry. An animal of any other color description shall not be accepted for registration as a purebred, except that a small black spot on the body or black nose shall not bar an animal from registration if its breeding is otherwise pure.
  - 3. **Inspection:** ASA representatives are authorized to inspect records and calves at randomly selected herds at the direction of the ASA Board of Directors.
- B. **SHORTHORNPLUS REGISTRY:** ShorthornPlus registration shall extend to and be available for all Shorthorn animals (less than 15/16 and/or 93.75% in blood concentration) provided:

1. **Eligibility:** Initial entries into the ShorthornPlus Registry Program shall receive the prefix AR prior to registration number. This prefix shall be assigned to all cattle of the following %ages: 1/4, 5/16, 3/8, 7/16, 1/2, 9/16, 5/8, 11/16, 3/4, 13/16, and 7/8, or equal %age to the fractions.
2. **ShorthornPlus Color:** Regardless of purity status of the percent Shorthorn no black, blue roan, black with white spots or black type color pattern will be eligible to become a purebred Shorthorn or upgraded to purebred status. A purebred must be of traditional Shorthorn color. (Rule II, Section 3, A, 2)
3. **Blood Concentration Levels:** The following rules shall govern the determination of the blood concentration levels:
  - a) **Fractional Levels Used:** A denominator of one-sixteenth shall be the smallest fraction used in identifying percentage of Shorthorn blood concentration level on the certificate of registry.
  - b) **Smaller Fractional Levels:** Animals falling in between the sixteenth denominator in actual Shorthorn blood concentration shall be recorded at the direction of the Blood Determination Chart. The blood percentage or Shorthorn percent listed on the certificate will be used to determine percentage of Shorthorn. 15/16 is treated as a 100% purebred. The Genetic Makeup is not the percentage used for Shorthorn percentage.
4. **Related Breed Entry:** Other Shorthorns (i.e. Milking Shorthorns) shall enter the American Shorthorn Association Herd Book at the same level in which they are recorded by their herd record. Lincoln Reds shall enter the American Shorthorn Association Herd Book at the 100% level.
5. **Initial Entry Cattle:** Progeny of and succeeding generations of other breeds shall be subject to the same rules as cattle recorded in the American Shorthorn Association Herd Record. Initial entry AI sires and donor dams are required to have a DNA genotype and genetic condition status on file with the ASA.
6. **Genetic Recovery Cattle:** Purebred, non-registered Shorthorn cattle with unknown parentage, but which can be proven to be descendants of Shorthorn parents, can be recorded in the American Shorthorn Association Herd Record after completion of proper applications and payment of proper fees.
7. **Other Regulations**

- a) **Eligibility for Shows:** ShorthornPlus and Durham Red animals are only eligible to show at designated ShorthornPlus shows. Starting in the 2014/2015 show season, regional show points will only be awarded if there are a minimum of 2 shows within the region that have a ShorthornPlus show. All ShorthornPlus animals must be 50% Shorthorn blood concentration or higher (7/16 if dam or sire is purebred 15/16) to be eligible for regional or national ShorthornPlus shows.
- b) **A.I. Rules:** All A.I. rules regulating the registry of progeny conceived through A.I. in the American Shorthorn Association Herd Record shall also apply to all cattle in the ShorthornPlus Registry.
- c) **Herd Record Designation:** All ShorthornPlus cattle which enter the American Shorthorn Association Herd Record shall carry an asterisk in front of the registration number. This will appear on the pedigree of all progeny descending from ShorthornPlus parents. The asterisk will be removed when a Shorthorn achieves 127/128 Shorthorn blood concentration level on that animal. This blood level represents 99.22 % purity. The asterisk will only be removed on the individual achieving the 127/128 blood concentration level. The asterisk will remain on all other ShorthornPlus ancestors in the four (4) generation pedigree issued at the time of registration. Any AR-registered animal appearing in the previous four (4) generations would disqualify the animal from achieving this status.

### **C. DURHAM RED REGISTRY**

- 1. **Eligibility:** A Durham Red composite will consist of no less than 25% and up to 75% Shorthorn blood with the remainder made up of Red Angus. The original parents must be registered with the American Shorthorn Association and the Red Angus Association of America. The calf applying for registration must be red in color and have a calving ease score and birth weight recorded at the time of registration. Animals meeting the requirements will receive a registration certificate lined in purple, with the prefix “DR” at the start of the animal’s registration number.
- 2. **Other Rules:** Durham Reds can show or sell at an event that allows ShorthornPlus cattle. A Durham Red shall receive the prefix DR prior to registration number.

### **D. WHR (WHOLE HERD REPORTING) RULES**

#### **1. Membership and Breeder Types**

- A. Beginning Sept. 1, 2015 WHR will be the only type of membership available for new members.
- B. One membership fee for each member, regardless of breeder status WHR Breeder or TOC Breeder.
- C. TOC memberships will be grandfathered in and can stay a TOC type breeder after Sept. 1, 2015. To maintain the TOC breeder status their membership cannot lapse and/or said TOC breeder cannot become a member not in good standing. TOC grandfathered memberships are not transferable. If a TOC breeder loses membership status as a TOC breeder they must rejoin the ASA as a WHR breeder.
- D. Annual membership is for the calendar year Jan. 1 to Dec. 31 of each year. (Online users can find their membership ending date on the General Profile Page in the registry.)
- E. Annual ASA Membership fee will be listed on current fee schedule approved by the ASA Board of Directors
- F. All paid members will receive a 1-year subscription to the Shorthorn Country Magazine which is included with annual the membership fee. (Out of the US subscriptions & First Class will need to pay additional postage.)
- G. Annual membership has access to the Digital Beef Registry with built-in herd management software to manage cow herd with some of the following features: breeding dates, birth activity, BW, WW, YW, DNA, ET activity, semen inventory, and embryo inventory. All of these will enhance and streamline management of the member's herd as well as enable members to list cattle for sale and produce their own sale catalog in the registry.
- H. Beginning Nov. 1<sup>st</sup> of each year members can purchase their next calendar years membership. In Nov. and/or Dec. all members will be notified that their annual membership is due for the next calendar year. Online registry users please note: if you have not paid or renewed your membership by Jan. 1<sup>st</sup> of each year, when you log into the registry your annual membership fee will be automatically billed to your account. TOC Breeders must pay their membership prior to March 1<sup>st</sup> of each year. If not paid prior to March 1, your membership will lapse and you will be required to become a WHR Breeder.

## **2. WHR Breeder Rules Effective January 1, 2016**

- A. Effective Jan.1, 2016 membership is required to register an animal with the ASA.
- B. No registration privileges will be granted until membership is paid each calendar year.
- C. WHR Breeders receive EPDs on all qualified animals. The WHR program is designed to enhance the EPD system. To make the system the most effective all data must be turned in on every cow's calf in the breeder's inventory each year. This will provide full value of performance data for accurate EPDs in the future. WHR Breeders are paying an assessment on the cow for registration, transfer and performance activity on said calf

born in the calendar year the assessment fee is paid. The assessment fees also include the processing of: registration of the natural calf if registered under one year of age and one transfer done less than 60 days from date of sale of said calf, as well as all performance data, including ultrasound data, carcass data and genomic data.

- D. Inventories will be available online or mailed upon request to WHR Breeders Nov. 1<sup>st</sup> each year. The breeder will update their inventory and submit it online or mail it into the ASA. The Inventory the WHR Breeder turns into the ASA for invoicing should include all females that are due to calve during the calendar year in which the assessment is paid. The WHR Breeder has to turn in their inventory before the invoice for the total herd assessment is created at the ASA. Inventory and full payment is due before any animals can be registered in the calendar year in which the WHR assessment is due.
1. The Inventory the WHR Breeder receives in Nov. from the ASA will include all females that turn 21 months of age in calendar year the assessment is due. Breeders have option to remove young first time females from inventory using the code 51 that identifies animals too young to breed if they will not calve in assessment year.
  2. Breeders have option to remove young first time females from inventory using the code 51 that identifies animals too young to breed if they will not calve in assessment year. Any young female that will not calve in the calendar year which the WHR Breeder marks the code as code 51 will not be charged an assessment fee for that year; it will remain active and can be added the next year without penalty.
  3. The assessment fee is attached to the female for the calendar year; therefore cows that have had their assessment paid by a WHR breeder and sold to another WHR breeder will be part of the purchaser's WHR inventory. (Breeders should note when a cow is transferred and/or calf registered the waived fees for that female may have been used prior to entering the purchasers' inventory.)
  4. The Inventory the WHR Breeder turned into ASA should include all females that are due to calve during the calendar year in which the assessment will be paid. The WHR breeder assessment has to be completed before fees can be calculated for the total herd assessment. (You will not automatically receive an assessment invoice.)
  5. WHR breeders can add a purchased animal that is unassessed to their WHR inventory for the same per cow assessment fee they initially paid on their WHR inventory for that calendar year. \*Must call the ASA office for adjustment.
  6. WHR Breeders must have paid their assessment fees on their inventory before they are eligible to register any calf born in that assessment calendar year. (ET, AI or Natural)
  7. The natural calf from an enrolled female (registered Shorthorn, commercial or from another breed) in WHR is allowed to be registered for free if the assessment is done on enrolled female and if the registration is completed before the calf is 12 months old.

8. Donor cows on a paid WHR inventory will be given either a free registration on their natural calf or ½ price of a regular registration fee for an ET calf, whichever is recorded first in the calendar year. A natural calf born registered after ET credits have been given to a Donor Dam will be registered at ½ the regular registration fee. ET calves registered after the initial ET calf will be registered for regular ET fee rates.
9. Registered Shorthorn & ShorthornPlus cows that are used as recipients & are on a paid WHR inventory will be given either a free registration on their natural calf or ½ price of a registration fee for an ET calf.
10. The resulting natural calf from a paid WHR assessed female will receive one free transfer if transfer is completed within 60 days from the date of sale.
11. Registered Shorthorn, ShorthornPlus, or enrolled cows with paid assessment for the calendar year which are used as recipients (To give birth to an ET calf) will be given one free transfer on that resulting ET calf as long as the transfer is completed within 60 days from the date of sale.
12. Females with a paid WHR assessment receive one free transfer in the same year she was assessed, if transfer is completed within 60 days from date of sale.
13. WHR Breeders receive waived multiple (more than one owner) transfer fees if completed less than 60 days from date of sale.
14. WHR Breeders receive waived initial entry fees for commercial and/or foundation animals or animals registered with another breed.
15. WHR Breeders receive a free link to their website from the online registry.
16. A reactivation fee will be charged for females removed from an inventory which need to be re-activated in a breeder's inventory. Example: (assessment fee paid in 2013 not paid in 2014 and re-activated in 2015 will be charged a re-activation fee. (See Rule II, Section 1-A, i for re-instatement rules pertaining to registering calves from inactive females)
17. On the rare occasion that a WHR assessed cow has multiple natural calves born during an assessment year ASA policy allows for a reduced cost of the registration for the additional calf. The following conditions must be met:
  - i. The calves must be registered before 12 months of age.
  - ii. The assessed cow either had twins or had a calf born early in the assessment year and calved again toward the end of the assessment year.
  - iii. The WHR member must contact the ASA office to receive the reduced registration cost.

### **3. WHR Assessment Fee Schedule**



- A. Assessments fee for each qualifying female in inventory if paid in full before Jan. 10<sup>th</sup> of the calendar year the Assessment is due receive a 20% discount off the regular fee as listed on current fee schedule and approved by the ASA Board of Directors
- B. Assessment fee for each qualifying female in inventory paid in full beginning Jan. 11<sup>th</sup> and prior to Feb 28<sup>th</sup> of the year the assessment fee is due will pay the regular fee as listed on current fee schedule and approved by the ASA Board of Directors
- C. Assessment fee for each qualifying female in inventory paid on March 1<sup>st</sup> and after in the year that assessment is due will pay a per head penalty for late payment as listed on current fee schedule and approved by the ASA Board of Directors.
- D. As of January 1, 2019, penalty fees will be added to WHR breeder registrations for calves born to dams not assessed in the year the calf was born. The fee with penalty is listed on current fee schedule approved by the ASA Board of Directors.  
\*This applies only to animals registered to a dam which was not assessed in the year the calf was born. To avoid penalties, assessment of all dams in the herd must be completed by December 31 of each calendar year.
- E. Re-activation fee will be charged when inactive cows are re-activated and assessed in WHR inventory.

#### **4. EPD rulings for Whole Herd Reporting (WHR) and TOC Breeders**

- 1. Only WHR Breeders will receive EPDs. TOC Breeders do not receive EPDs effective Jan. 1, 2015.

#### **5. Whole Herd Reporting (WHR) Annual Audit on Data Submitted**

- 1. Three sires will be randomly selected from the top 50 bulls with the most registered progeny each year. All data and contemporary groups will be inspected and audited. Any suspect data or information will be fully investigated. Three contemporary groups from audited data will be randomly selected from the three selected sires. These three contemporary groups will be subject to an on-farm audit. A third party will conduct the data audit.

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

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

- A. **FORMS:** Applications for registry or transfer in the American Shorthorn Association Herd Record shall be submitted on a form created for such purpose or online through the ASA website. Any application submitted by anyone other than the owner shall require a letter of authority from the owner/s showing the right to conduct business on their behalf except in the case of embryo transplant.
- B. **TWINS:** Applications for registration of twin animals should specify that the animal for whom registration is sought is a twin and should further specify the sex of the other twin.
- C. **FEES:** All applications for registry or transfer must be accompanied by the required fee

with the exception of applications from public institutions which require receipted vouchers in advance of remittance.

- D. **CORRECTIONS:** Original applications for registry shall be kept by the ASA and shall be maintained by legal permanent means and/or printed in the American Shorthorn Association Herd Record, after which time they may be destroyed. The ASA shall not be responsible or bound by errors in the recording of information provided to it by applicants or any other means submitted. If an error is discovered, it should be reported to the ASA immediately and the incorrect certificate returned with a letter of explanation. Errors committed by the applicants for registration or transfers shall incur fees established by the ASA Board of Directors. Errors in registration or transfer committed by the ASA office shall be corrected at the expense of the ASA.

## Section 2. NAMES

- A. **LENGTH:** The names of animals to be registered shall be limited to 35 characters, including two characters that must be designated "ET" for those animals that result from embryo transfer. ASA reserves the right to refuse any animal name deemed inappropriate.
- B. **IMPORTED ANIMALS:** Names of imported cattle shall not be changed from the manner in which they are registered in the Herd Record of the country of origin.
- C. **CHANGES:** After an American-bred animal has been registered in the American Shorthorn Association Herd Record the name may not be changed if there have been any progeny registered from such animal. If no progeny has been registered, an animal may be registered under a new name with written permission from the present owner and the breeder and/or first owner, and payment of the appropriate fee.

## Section 3. TATTOO IDENTIFICATION

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

permission to tattoo said animal in the other ear from the breeder or first owner. A copy of the written permission shall be sent to ASA and the pedigree or certificate will be corrected to reflect the proper tattoo recorded in the proper ear. Any fees as prescribed by the ASA board will apply.

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

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

- A. **RECORDING:** Each sale of an animal must be recorded by the ASA. A transfer of the registered ownership name on the certificate must be recorded for each registered ownership change. The registered ownership name on a registration certificate does not have legal tender and is only used to give permission to that party to record the genetic activity of the animal.
- B. **NEW CERTIFICATE:** A registry certificate bearing a certified number shall be furnished to the buyer of an animal and the seller shall be obligated to pay the transfer fee.
- C. **MANDATORY:** Transfer of an animal must be recorded in the following situations:
- i. When sold or gifted by one member of a family to another;
  - ii. When forming or dissolving of a partnership or corporation;
  - iii. In the event of change in registration ownership of a membership;
  - iv. In the case of inheritance, there shall be filed in the office of the ASA all papers and documents necessary to show that the person requesting transfer is legally authorized and entitled to request such transfer.
- D. **FORMS:** Transfer application forms shall be printed on every certificate of registry. It shall be filled out and signed by the sellers in correct sequence according to sale dates and or recorded by sellers in the registry through the online registry.
- E. **INCOMPLETE APPLICATIONS AND FEES:** Whenever an applicant has failed to provide all the information required by the ASA for transfer of ownership, the application is determined incomplete. Incomplete applications for transfer must be completed within four (4) months of the date the application was received by the ASA; incomplete applications after that point in time will be considered null and void.
- F. **CANCELLATION:** Any transfer of pedigree ownership may be cancelled by the Registrar upon application of cancellation from both parties to the transfer, or upon the application of one party if due notice to the other party has been given and a copy of such, is given to the ASA along with proof of receipt, provided such cancellation of transfer will occur only for error or where delivery of the animal has not been

consummated. If a transfer is cancelled and a reprint of the previous certificate is requested, an appropriate fee shall be charged.

#### Section 5. **POLLED /HORNED STATUS**

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

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

- A. **A.I. ELIGIBILITY:** The following registration requirements shall apply to calves resulting from artificial insemination:
  - i. **DNA Genotyping/Genetic Condition Testing:** The A.I. sire (Shorthorn/ShorthornPlus/Durham Red) must have been DNA genotyped and parentage verified, whenever possible, and a copy of the report filed with the ASA prior to or with the application for registration. The expense of collection and DNA genotyping will be at the cost of the owner of the sire. In addition to a DNA genotype, each A.I. sire must have the test results for all known breed genetic conditions on file with the ASA and be included on the ASA Genetic Condition Status List (consistent with Rule III, Section 8 of this document).
  - ii. **A.I. Certificate:** As of June 1, 2015, owners of A.I. bulls may declare their bull either an A.I. Certificate required bull or a non-A.I. certificate bull. Once a bull has been declared a non-A.I. certificate bull, the status will remain permanently. If required, an A.I. Certificate, properly executed, must accompany the application for registry (or be in the applicant’s ASA account) of each calf resulting from the artificial insemination of a dam to an A.I. certificate required bull which is not owned by owner of said dam. All bulls, regardless of A.I. certificate status shall adhere to DNA Genotyping/Genetic Condition Testing requirements found in Rule III, Section 6, i.

- The owner/s of an A.I. certificate required sire will issue an A.I. Certificate to an applicant's ASA account once applicant has paid required fees to said owner. Sire owner will pay the ASA an A.I. Certificate Fee to deposit the certificate into the applicant's account. On a multi-owned sire, A.I. Certificates will be issued by the owner or parties designated as the AI Certificate managers. A contractual agreement regarding privileges among multi-owners is the responsibility of the owners. In the case where a recorded owner of the sire is in a "Group Ownership" see Rule III, Section 10, A, v.
  - Exemption: Previous owners and family (family defined as spouse, son/daughter) of a bull are eligible to register progeny without an A.I. certificate even if calf is conceived via artificial insemination.
- iii. **Death:** The owner of any bull shall notify the ASA of the bull's death within thirty (30) days. Calves conceived after the death of a bull shall be eligible for registration under the same conditions and provisions governing the eligibility of calves conceived by A.I. In the event the A.I. sire had not been DNA genotyped and/or genetic condition tested prior to death, the resulting calves can only be registered after the same tests for A.I. Sire qualification are done on each A.I. calf.
- iv. **Disclaimer:** The issuance of an A.I. Certificate by the ASA shall in no way be construed as guaranteeing a pregnancy, or if a calf results from such insemination, that it shall be eligible for registration. There shall be no refunding of fees paid to the ASA for A.I. Certificates.

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

- i. **DNA Genotyping:** The donor dam must have a DNA genotype and parent verified, whenever possible, on file with the ASA or progeny registration applications will not be processed unless resulting progeny meet requirements in Rule III Section 8, A, i. In addition to a DNA genotype, each donor dam must have test results for all known breed Genetic Conditions on file with the ASA and be included on the ASA Genetic Conditions Status List (consistent with Rule III, Section 8 of this document).
- ii. **E.T. Certificate:** As of June 1, 2015, the ASA no longer require E.T. certificates. Donor Dams must still meet all DNA Genotyping requirements established in Rule III, Section 6, B, i.

- iii. **Breeder/Owner Designation:** The owner or lessee of record of the donor dam at the time of conception will be identified as the breeder. In the case of multi-owned dams, the owner that registers the calf will appear as the breeder on the registration certificate. For registration purposes the owner of an embryo and resultant calf shall be known as the “first owner”. The first owner would be defined as the first person or entity to have registration ownership in an animal. It can also be the person that registers the animal.
- iv. **Embryo Transplant Designation:** Registration certificates issued for offspring from embryo transplant shall be designated by the inclusion of the letters “ET” in the last two characters of the name on the application for registration form. The ASA may request additional information from the owner or owners from time to time relating to embryo transplant animals.
- v. **Mixed Semen:** Registration of embryo transplant offspring resulting from the mixing of semen shall be required to be DNA genotyped for parentage verification prior to registration.
- vi. **Death:** The owner of any donor dam shall notify the ASA of the dam’s death within thirty (30) days. Resulting offspring calved after the death of a cow shall be eligible for registration under the same conditions and provisions governing the eligibility of embryo calves. In the event the donor dam had not been DNA genotyped and/or genetic condition tested prior to death, or the donor cow does not have the appropriate DNA for all known genetic conditions on file with the ASA, then the resulting calves can only be registered after the same tests for donor cow qualification are done on each embryo calf.

**C. CLONE ELIGIBILITY:** The following points represent the ASA policy for the registration of cloned animals:

- i. Only replication cell-cloned animals shall be eligible for registration. Genetically modified animals shall not be eligible for registration.
- ii. The cell donor animal and the cell-cloned animal must have a DNA genotype and genetic condition status on file with the ASA and be included on the ASA Genetic Condition Status List (consistent with Rule III, Section 8 of this document).
- iii. The breeder of the cell-donor animal must be identified as the breeder of any resulting clones.
- iv. The owner of record of the cell-donor on the date of biopsy removal will

be identified as the first owner unless the calf is the result of a pregnant recipient, purchased embryo, fresh or frozen, in which case the purchaser will be identified as the first owner.

- v. DNA genotyping of recipient dam may be required by the ASA.
- vi. A clone must be DNA genotyped to the original animal or embryo in the manner determined by the ASA to be eligible for registration.
- vii. Calves conceived after death of cell-cloned animals shall be eligible for registration under the same conditions and provisions governing the eligibility of calves prior to the death of said animal.
- viii. Registration of a clone animal must be processed with the appropriate forms and applicable fees as determined by the ASA Board of Directors.
- ix. Registration certificates issued for a clone shall be so designated with CL added to the end of the registration number. The registration number of the animal which is being cloned shall also be designated on the registration certificate
- x. Nothing set forth herein should be construed as an indication that the ASA takes any position as to the ownership rights, if any, of the retained molecular cell material. That is a separate matter reserved for discussion and/or negotiation between the buyer and seller. The ASA only holds that information or molecular cell material that it deems necessary to provide the security and integrity of its records.
- xi. As of the conversion date (July 1, 2015) to Digital Beef software used for the registry, any performance data turned in on a clone shall be applied to the host animal; therefore the host and clones will have the same EPD profile.

## Section 7. **REGISTRATION OF IMPORTED CATTLE**

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

- i. **Applicability:** These regulations apply to all cattle imported into the United States, or in the case of bulls, the semen which is used within the United States, or in the case of females, embryo transplants from which are actually transported into the United States before parturition. Furthermore, the animal is only acceptable to be put in the ASA registry if it is in accordance with the World Shorthorn Organization or part of the Coates Herd Book.

- a. **Tattoos:** All identification marks as tattooed in the ear of an animal imported to the United States and appearing upon the registry certificate issued by the recognized Herd Record of the country of origin shall be accepted and recorded in the records of the American Shorthorn Association. Such identification marks shall be included on ASA registry certificate.
  - b. **Record Numbers:** Record numbers assigned by the recognized Herd Record of the country of origin shall be used for the ancestors of any imported animal accepted for record in the American Shorthorn Association Herd Record, except those ancestors which may have previously been recorded in the American Shorthorn Association Herd Record. Registration numbers will be recorded with the international code system used to record performance data in the Genetic Evaluation.
- ii. **Imported Shorthorns:** Applications for registry of animals bred and born outside the United States must be accompanied by a copy of the original certificate of registry by the secretary of the recognized herd record of the country of origin. Such applications must specify at least the following: breeder, intermediate owners if any, importer into the United States with dates of sale and delivery and transfer by importer if sold before being recorded in the American Shorthorn Association Herd Record. In the case of bred females, service certificates are required.
- iii. **Importer:** The person or firm purchasing an animal in Canada or Great Britain shall be construed to be the importer of an animal, except that an agent making the purchase upon order for a principal in the United States shall not be construed to be the importer.
  - a) **Time limitation:** No imported animal shall be eligible for registration after two (2) years has elapsed from the earliest of the following dates: the date of importation or the date of landing or entering the United States. However, this rule may be waived by the ASA Board of Directors for good cause shown.
- iv. **Calves Imported in Dam:** If a cow was bred prior to importation and a record of service does not appear on the export certificate, the owner of the dam on the date of service must certify to the particulars of service through the recognized registry organization of the country of service.
  - a) When the imported dam was bred by artificial insemination there must be on file with the recognized registry organization in the country of origin a DNA genotype and genetic condition test results for the service sire and/or the resulting calf can be genotyped in accordance with the rules for a AI sire or Donor dam qualifications. (Rule III, Section 6, B, i )



- b) When the imported dam was bred artificially by a bull owned by a breeder in the United States and where no semen interest is owned by the breeder in the exporting country, an AI Certificate must accompany the application for registry of the resulting progeny, unless the bull has been identified as a non-certificate bull.
- v. **Semen Interest in a Bull Domiciled in a Foreign Country:** To use semen or to sell non-owner A.I. Certificates, the bull must be recorded in the American Shorthorn Association Herd Record by a member of the ASA. All DNA genotyping and genetic condition tests rules apply. A bill of sale relating to the transferred semen interest shall accompany the original registration certificate.
- vi. **Importation of Embryos:** The dam of embryos imported from another country must have a DNA genotype and genetic condition test result on file in the herd record of origin in order to register calves at the ASA.

## Section 8. DNA GENOTYPING/GENETIC CONDITION TESTINGS

A. **DNA GENOTYPING:** DNA genotyping is utilized in establishing parentage and may also be used in determining the presence a genetic condition.

- i. **General:** Animals do not have to be DNA genotyped to be registered. However, if an animal becomes an A.I. sire or a donor dam, all required genetic testing must be completed and a DNA genotype will be parent verified, whenever possible, on file with the ASA prior to registering any progeny. If an A.I. sire or donor dam has died or the resulting progeny do not have the appropriate DNA for all known genetic conditions on file with the ASA, then the resulting calves can only be registered after the same tests for A.I. Sire or Donor Dam qualifications are met for each AI and/or embryo calf.
- ii. **Random DNA Genotyping:** At the discretion of the ASA Board of Directors, random DNA genotyping may be performed. Failure to cooperate with an ASA request within (30) days of notification, will result in sanctions as deemed appropriate as provided in Article II, Section 7 & Section 8 of the ASA Bylaws, including without limitation the suspension of the owner's membership and suspension of the animal's registration certificate.
- iii. **Analysis:** All DNA samples shall be analyzed by the ASA's designated laboratory and an interpretation shall be rendered by the laboratory's director.
- iv. **Satellite (STR) Markers Previous to May 1, 2014:** All animals in the

registry with STR DNA (Satellite) markers which identify them as having the proper verified parentage previous to May 1, 2014 have their parentage verification grandfathered into the registry. These resulting animals will be accepted in the registry as is and grandfathered in - with the technology used at the time they were tested to determine parentage – confirming they were parent verified. Animals that fall in this category will continue to maintain their Donor Dam and AI Sire Qualified status in relation to their DNA parentage verification requirements. However, any future progeny or animals resulting from STR DNA tested parents after May 1, 2014 will only be accepted for parentage verification by being tested with SNP (snip) Markers.

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

- i. As of July 1, 2016, all AI sires, donor dams and cloned animals must be DNA genotyped and genetic condition tested at an approved ASA DNA lab with results reported to the ASA. If an A.I. sire or donor dam has died or the resulting progeny do not have the appropriate DNA for all known genetic conditions on file with the ASA, then the resulting calves can only be registered after the required tests for A.I. Sire or Donor Dam qualifications are met for each embryo calf.
- ii. A.I. certificates will be issued regardless of genetic condition status, and ET calves will be eligible for registration as long as results are in compliance with Rule III Section 8.C
- iii. A listing of genetic condition status for bulls and cows shall be available at the ASA if the results have been released to ASA. This listing will be made available upon request.
- iv. Registration certificates will be issued regardless of genetic condition status as long as results are in compliance with Rule III Section 8C.
- v. ASA reserves the right to conduct random genetic condition testing.
- vi. All cattle consigned to ASA sanctioned sales must be phenotype/genetically tested, per ruling by the ASA board for ASA sponsored sale. Testing must be completed prior to cataloging and/or sale as established by ASA board.
- vii. The owner of any animal suspected of death as the result of a genetic condition shall contact the ASA office immediately and follow the appropriate protocol.
- viii. Breeders who misrepresent the genetic condition status of any animal are

subject to fraud as defined in Rule II, Section 2, A.

**C Homozygous Genetic Condition Explanation:** The DSH individual has two copies of the genetic condition and will pass an unfavorable copy of the condition on to 100% of its progeny. The progeny will only receive one copy of the genetic condition from the DSH parent. However, the progeny could receive another copy from the other parent if said sire or dam is DSC or DSH. Calves from a sire and dam that is a carrier (DSC), have the possibility (25%) of getting two copies and could be homozygous for the conditions (DSH).

- i. As of 1/1/2016, any animal in the breeding population that is suspect or listed as probable in the registry to be homozygous for a non-lethal genetic condition must be tested for that genetic condition to be eligible for registration into the ASA herd book. The result of the test will have no effect on the eligibility for registration. The listing below is an example of when testing is required:

- DSC x DSC = Testing Required
- DSC x DSH= Testing Required

Progeny from the DS mating combinations below will be allowed to register without testing:

- DSC x DSF= No testing required
- DSF x DSF= No testing required

- ii. Definition of non-lethal (Homozygous) Homozygote: (DSH) Any animal, regardless of breed background, pedigree, sex, or age that possesses two copies of a known Genetic Condition not causing death or normal biologic function. Homozygous status will be determined via DNA testing through approved laboratories.
- iii. The genetic conditions will be reflected on the pedigree for three generations. It is recommended that the potential carriers be tested. If the trace on the pedigree leads to a homozygote, then the resulting progeny must be tested until the status of the known Genetic Condition is verified.
- iv. The testing must be from an ASA approved laboratory.
- v. This rule applies to any and all known non-lethal genetic conditions as they become identified in the future via DNA testing.
- vi. The ASA relies on testing results from outside labs and is therefore in no way liable for inaccurate data reported to ASA.

#### **D. Color Coding on Pedigree to Identify Genetic Conditions**

- i. The ASA board approved a search on the new pedigrees when issued for three generations back from the individual animal (generations seen on the normal three generation pedigree) for Genetic Conditions that may have potential carriers that have not been tested from known carriers. In order to find animals that may be at risk of being carriers of Genetic Conditions, it was approved to color code individual genetic conditions codes on pedigrees and online searches to show an animal's status of genetic conditions. Animals that have tested free of genetic conditions will have their Genetic Condition code shown in Green font. Animals that have been tested and are known carriers of Genetic Conditions will have their Genetic Condition code shown in Red font.

Animals that are progeny of a descendant from known carriers (Red) and not tested will have their Genetic Condition code shown in Yellow/Orange font to indicate a potential carrier or animal at risk of being a carrier. The owners of animals which have a possibility of being potential carriers, due to being a descendant of a known carrier, shall be asked to have the animals in question tested. If the known carrier is a homozygote carrier of a non-lethal genetic condition the resulting animals would need to be tested according to rules, (Section Rule III, 8, C) for Homozygous Genetic Conditions. The ASA relies on data provided by outside sources and as such makes no representation as to the accuracy of the data provided to the ASA. In consideration for the privilege to register an animal, all members waive all claims against the ASA, its board of directors, employees or agents for inaccurate data and agree that claims may be brought only against the testing entities and/or the registry software company.

## Section 9. OWNERSHIP

- A. **DEFINITIONS:** For the purposes of all aspects of the rules relating to registry of animals, the following definitions shall apply unless otherwise specified herein:
- i. **Interest:** Interest shall be defined as a portion of ownership of an animal jointly owned and includes all facets of ownership such as rights to all revenue created by the animal through sales, leases of service of the animal's genetic material and value of the animal proportionate to the amount of interest owned.
- B. **MULTI-OWNED ANIMALS:** For purposes of registration, an owner shall consist of no more than three (3) individuals. This definition shall in no way limit the number of individuals available for ownership but merely limits the number of owners for record purposes. (For a definition of Group Ownership refer to Rule III, Section 10.)
- C. **LEASING:** Shorthorns can be leased provided a statement of lease is on file with the ASA. If a lease statement is on file listing each animal being leased by name and registration number, the lessee can register calves sired by the bulls or produced by the dams as if they were the actual owner.
- i. All breeding interest in an animal being leased must be included in the lease; partial breeding interest cannot be retained. In addition, leased bulls must only be used in a natural service situation. Artificial insemination is not permitted.
  - ii. At the end of the lease period, unless extended, registration privileges revert back to the recorded owner. The fee for entering the lease on the Herd Records of the ASA is approved by the Board of Directors and on the fee schedule.

## Section 10. Group Ownership

- A. **DEFINITION:** A Group Ownership may consist of any number of ASA members over three. Wherean animal is owned by a Group Ownership, the following special rules apply:
- i. **DNA Genotype:** The subject animal must have a DNA genotype and genetic condition test results on file with the ASA.
  - ii. **Ownership Listing:** Portions of the subject animal's registered ownership shall be carried on ASA records under a joint, but single ownership name.
  - iii. **Group Ownership Agreements:** A copy of any and all agreements between owners must be filed with the ASA for reference purposes only.
  - iv. **Named Agent:** A Group ownership (defined as more than three owners) agreement designating an agent for the subject animal and signed by all of the co-owners of the subject animal must be filed with the ASA. Any group owner member who wishes to transfer their interest must sign and file a group owner transfer authorization form, and pay appropriate fee before change in ownership shall be effective in the records of the ASA.
  - v. **Authority:** The designated agent, except as otherwise provided, shall have the authority to conduct any transactions of the Group Ownership with the ASA. The authority power and responsibility of such agents shall remain in effect until a revocation in writing is filed with the ASA by the owners and a new Group Ownership report form, signed by all of the then-owners designating a new agent, is filed with the ASA.
- B. **BULLS:** The following rules apply specifically to bulls:
- i. **Authority to Sign:** Each owner may sign applications for registration of calves sired by the Group Ownership owned bull and out of females which were in his ownership at the time of breeding unless otherwise restricted, and a properly executed Group Ownership agreement is on file with the ASA.
  - ii. **Fees:** The owner of a Group Ownership bull shall pay a one-time fee as specified in the ASA fee schedule to maintain the registration of said Group Ownership bull with the ASA. Each syndicate must pay an annual membership fee and any other annual assessment/charges to obtain and maintain membership rate for all transactions. This annual membership fee is due January 1 of each year thereafter.
- C. **Females:** The following rules apply specifically to females:

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

#### Section 10. **HERD PREFIXES**

- A. **HERD PREFIXES:** Members of the American Shorthorn Association may incorporate a prefix for use when registering animals born and raised in their herd. A herd prefix is not limited to a certain number of characters. However, names of animals registered at the ASA must not exceed 35 characters, including Herd Prefix. If a herd prefix includes multiple words, the prefix must be continuous and cannot contain spaces. Breeders can register and purchase their personal prefix with the ASA using the appropriate form. Only one herd prefix may be registered per breeder/membership number. A Herd Prefix may be used by other family members or associated herds, provided written consent is given by the owner of the prefix. In the event that two breeders choose to register the same prefix, preference will be given to the breeders who utilized the prefix first. Effective January 1, 2019 if a membership is not in good standing for three consecutive years the herd prefix attached to the membership will expire.

#### **RULE IV FEES**

- A. **FEE SCHEDULE:** The fee schedule for all matters relating to ASA business shall be established by the ASA Board of Directors and may be amended from time to time. Copies of the current fee schedule shall be available upon request.
- B. **PAYMENT OF FEES:** All fees must be paid before any work will be released from

the ASA office or registry.

## **RULE V STATE ASSOCIATION COOPERATIVE ADVERTISING**

### **Section 1 COOPERATIVE ADVERTISING**

The State Association coop advertising program is designed to help ASA and State Associations share the cost of promoting the Shorthorn breed. State Association shall follow Cooperative Advertising rules to receive matching funds from the ASA.

- A. The ASA will reimburse 50% of the ad costs, up to a maximum of \$650 per state per fiscal year, but not to exceed 50% of the total ad cost.
- B. Limited coop funds are available for states in each fiscal year. When designated funds have been utilized, no more coop ads will be reimbursed in that fiscal year.
- C. State Associations must pay advertisement cost and send paid invoice to ASA to be reimbursed. ASA encourages the State Association to include a copy of the ad placed with paid invoice.
- D. Advertisement requests shall be made by the State Association's president, vice-president or secretary-manager. Advertisements cannot be requested by groups of breeders or individuals.
- E. State Associations must choose from general ad choices (4 ad options) and /or contract ads (2 ad options, provided by ASA). The ASA encourages states to use smaller contract ads monthly or semi-monthly for Shorthorn promotions throughout the year.
  1. General Ad sizes: minimum of a quarter page and not larger than a full page.
  2. Contract Ads cannot be smaller than 1 column by 2 inches.
  3. Space will be provided for the State Association logo and State contact information.
  4. The ASA logo and ASA contact information will be included.
  5. State events, which list date and location of events can be included. No individual breeder information including dates of sales will be permitted.
  6. All requests must be submitted to ASA at least 5 business days before ad deadline. Ads will not be eligible for ad copy approval by State Association if received less than 10 business days before the ad deadline.
- F. State Associations must provide the following information and ad specifications to the ASA.
  1. Publication name, phone number and email address.
  2. Ad Deadline.
  3. Ad Size.
  4. Full Color or Black & White.
  5. State Association information to be included in ad.

State Associations are required to meet above guidelines in Rule V to be eligible to receive reimbursement for coop ads.

## **RULE VI SHOWS**

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

### **Section 1. RULES**

- A. ASA staff has the authority to establish show rules and/or classifications at any ASA sponsored show. ASA recommends that the ASA guidelines be followed by the states at state-sanctioned Shorthorn shows.
- B. **Alteration of conformation and structure:** Any animal presented by any individual who is assumed to be a representative of the member/owner(s). The ASA reserves the right to disqualify any animal that has been fitted in an unethical manner. Unethical fitting situations include:
  - a. The use of a stomach tube or esophageal tube (stomach pumping) to deliver any liquid, feed or medication is not allowed.
    - i. \*Oral administration of electrolytes or feed additives or supplements is allowed if accomplished without the aforementioned devices.
  - b. The cutting, tearing, or gluing of the hide or underneath the hide or removal of tissue in an attempt to alter the normal conformation or shape of an animal is not allowed.
  - c. The injection of any gas, solid, or liquid under the hide to alter the normal conformation or shape of an animal is not allowed.
  - d. Any attempt to disrupt or change the normal dental development of an animal is not allowed.

The ASA also endorses and upholds the position of the American Veterinary Medical Association (AVMA) and rules of The Food and Drug Administration (FDA) strictly prohibiting the use of unlicensed products or drugs in food-producing animals. Products used "off-label" are only acceptable if all the extra-label requirements put forth by the AVMA and FDA have been completed. This strictly enforces the prohibition of anabolic steroids, beta-agonist in breeding animals, unlicensed growth promotants in breeding animals, and any other substances not meeting the aforementioned criteria. Any animal found to be altered as described will be excluded from exhibition at the show.

- 1. If the ASA executive committee and/or the ASA determine that a violation of the show rules has occurred, the ASA board of directors will disqualify the animal from the show and revoke the placing and premium. In addition, the board may impose one or all of the following penalties for all rules listed in Rule VI, Section 1.
  - A. Suspension of the animal, owner, fitter, or exhibitor from future ASA sanctioned shows.
  - B. Probation period for owner, fitter or exhibitor with articulated conditions.
  - C. Monetary fines may be assessed.
  - E. Compulsory education.
  - F. The ASA Board will determine the length of time of any suspension which is issued.
  - G. By entering any ASA sponsored show, the owner, exhibitor, or agent agrees to waive any and all legal claims against the ASA, resulting from the suspension of any animal and or persons. Any protests for rule violations of Rule VI, Section 1, A through C must be reported to the proper authorities before the champion drive of the same sex that the animal protested is on the day of the show and must be accompanied by the proper documentation and fees as described in Rule VII, Section 1.



- C. **ALTERATION OF COLOR:** An animal presented by any individual or fitter is assumed to be representative of the member/owner(s). All representatives are prohibited from changing the natural color of the animal. (Only white coloring can be used on white, red coloring used on red and black coloring used on Black, etc.) No changing the natural color pattern of any spots or markings on the animal. Note: If an animal that is 15/16 or higher animal that is black or blue roan/black and white is exhibited as a purebred it will be reclassified as a ShorthornPlus to match the registration rules set forth by ASA and will be reclassified as ShorthornPlus at that show and the registration will be reclassified to show the registration of a ShorthornPlus. (per Rule III, Section 3, B, 2) If cattle containing 7/8 or higher blood concentration at shows and sales do not conform to typical Shorthorn color and characteristics, the animal or animals in question may be reduced to a lesser Shorthorn blood concentration level by the ASA Board of Directors.
- D. **TATTOO:** Any animal must have a legible tattoo which corresponds to the registration certificate and/or be DNA genotyped to determine identity and eligibility for exhibition.

## Section 2. **DNA Genotyping**

- A. DNA TESTING GUIDELINES:** For all shows withing the ASA National and Super National Show System, Champions, Reserve Champions, Supreme Champion, and all Champion and Reserve Champion Division winners may have DNA collected to enhance the integrity of the breed.
- a. No exhibitor will be charged with any fee or have any prizes or awards removed if the animal does not DNA consistent with the registration papers unless the exhibitor is also the breeder or person who registered animal.
  - b. If the DNA profile comes back differently than the registration, the animal will be re-registered. The breeder of the animal or person that registered the animal will be charged for the costs of the DNA test and pay a \$250.00 re-registration fee. If during the next five (5) years the same breeder or anyone of the immediate family of the breeder or persons registering the animal has another animal tested at a National Show which does not match the registration of the animal at ASA, the breeder will be charged for the test and assessed a fee of \$1,000.00. In addition, that breeder would then be required to submit a DNA profile for each animal they registered for the next one (1) year.
  - c. If an animal's DNA tests show the animal to not be a purebred or at least a 50% Shorthorn, the Association will issue the proper registration papers if the animal qualifies for any type of registration.
- B.** Heifers 20 months of age and older on the day of the show, without calf at side, are subject to have a blood sample collected to verify pregnancy.
- a. No exhibitor will be charged any fee for the pregnancy testing procedure. The pregnancy testing will be done by a blood test drawn at the time of the show.

- b. If the animal comes back as being open when the rules state they should be pregnant, that animal will lose any points accumulated for any awards at that said show. The award the animal receives will be revoked for future publication from said show the animal was tested open at. The exhibitor will be notified by letter from the American Shorthorn Association of such findings. In the case of an exhibitor's first-time offense of showing an open animal when the rules state they are required to be pregnant, the exhibitor of the animal will be fined \$250 for this first-time offense of the rule and lose above-mentioned points and future award recognition. The exhibitor will be placed on probation for the next Five (5) years. If the exhibitor has a 2<sup>nd</sup> offense for showing an open female when required to be pregnant during their probation period, they will be fined \$1,000 and lose all points and future award recognition for that animal for that show. They will also be required to bring a lab report proving pregnancy of any animal over 20 months of age at the time of the show and a written statement signed by a certified veterinarian certifying said animal was tested before the exhibitor will be allowed to show a female over 20 months of age when required to be pregnant.
- C. Any or all animals being exhibited at an ASA show may, at the discretion of the ASA Board of Directors, be subject to DNA sampling and interpretation rendered to the ASA. If any animal recorded in the American Shorthorn Association Herd Record is exhibited at an ASA sanctioned show and is found to possess a suspicious DNA genotype, both the sire and the dam shall be DNA typed for further verification. In the event either parent is not available for DNA typing the said animal may be suspended.
- a. **Notice:** The ASA shall cause notice to be sent to the breeder/owner(s) for any animal whose DNA genotype is reported as suspicious upon receipt of such notice.

### Section 3. **OTHER RULES**

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

## **RULE VII ENFORCEMENT PROCEEDING**

### Section 1. **PROCEDURES**

- A. **GENERAL AUTHORITY:** The ASA Executive Committee shall investigate any possible violation of the Rules & Regulations of the American Shorthorn Association. All such investigations shall be documented. Upon completion of such investigation the ASA Executive Committee shall take such action as is appropriate under the circumstances including but not limited to: suspension of pedigrees, cancellation of certificates, or such other action as is appropriate. ASA Executive Committee shall hold a hearing thereon and

render such decision as is appropriate under the circumstances. Considering the protection of members, of third parties, and the protection of the ASA objectives. If a request for review of decision is not made in accordance with the provisions of Rule VIII, such decision and action shall be final. If a request for review is made pursuant to Rule VIII the decision made or action taken shall remain in effect until the completion of such review procedure.

- i. The ASA Executive Committee shall investigate any possible violation of the Rules & Regulations of the American Shorthorn Association. If a violation of said rules and regulations has taken place, a formal protest must be submitted. A formal protest must consist of:
  - A written description of the violated rule and rule number along with a photo or video of the activity.
  - One of the following forms of animal I.D. such as: tattoo or ear tag, along with date, location and time of activity.
  - Printed and signed name of the protestor(s) stating that he or she witnessed the illegal activity.
  - Contact information for protestor(s) and any supporting witnesses who are willing to sign to the protest, so that they may be easily reached.
- ii. Submit formal protest with a \$1,000 cash protest fee to an ASA staff member or board of director to be reviewed by the ASA Executive Board of Directors. The fee is refundable if protest is upheld. Protest must be submitted before the championship drive of the same sex as the animal that is being protested.
- iii. If the protest is upheld at any time: any class placing and show results will be stricken from the exhibitor, premiums forfeited, and/or the exhibitor and/or any person directly involved with the rules violation may be banned from future exhibiting or fitting at ASA events at the discretion of the ASA Board of Directors.
- iv. If any of the above items are not included in the formal protest, the protest will be declared null and void or non-enforceable.
- v. Animals shall be subject to a physical examination by the show official before and/or after the animal is exhibited.
- vi. The decision of the Executive Committee is final. All exhibitors and owners agree when their entries are submitted or accepted by said show or by signing the entry form that no litigation in any form or in any state can be brought to resolve any issue regarding rules VI and VII.

**B. ASA EXECUTIVE COMMITTEE:** Shall consist of the President, Vice President, and one member at large of the Board of Directors as well as the Executive Secretary. Member at large shall be selected by the President.

**C. NOTICE OF ACTION:** Any action taken by the ASA Executive Committee shall be

made known to the member in writing, setting forth the facts on why the action was taken, the decision of the committee, and the right of the member to a review such action or decision.

## **RULE VIII HEARINGS AND APPEALS**

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

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

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

- A. **REQUEST FOR HEARING:** Any request for hearing by a member must be submitted in writing within forty-five (45) days from the mailing of notice to the member.
- B. **TIME AND PLACE OF HEARING:** The ASA will designate the time and place of the hearing which, from time to time, may be continued or rescheduled.
- C. **HEARING PROCEDURES:** A person who has requested a hearing will be afforded the opportunity to appear in person or by counsel to present evidence on their behalf and to hear and refute evidence presented. The common law or statutory rules of evidence will not apply at the hearing, but the ASA Board of Directors will determine the admissibility of the evidence and the weight given to the evidence admitted.
- D. **DECISION:** The ASA Board of Directors will make its decision following the hearing. Written findings of the final outcome shall be made to all parties within (30) days of the ruling.

### **Section 3. PENALTIES**

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

Section 4. **SHOW ELIGIBILITY**

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

Section 5. **PUBLICATION**

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

**RULE IX  
VIOLATIONS**

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

These Rules and Regulations for the American Shorthorn Association are approved by the American Shorthorn Association Board of Directors on this Day of the 7<sup>th</sup> of March in the year 2018 and are signed by the Executive Secretary on behalf of the ASA Board of Directors.



\_\_\_\_\_  
Executive Secretary

Sept 27, 2018

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Date signed