



## **Rules and Regulations**

*Last Revision: April 2018*

### **March 2018 Amendments to AAA Rules**

Pursuant to Article IV, Section G(1)(a), the Board of Directors exercises its power to establish rules and regulations to govern its organization and procedure consistent with AAA's Bylaws as follows (*amendments are italicized*):

#### **Rule I: American Aberdeen Association**

The American Aberdeen Association, hereinafter referred to as AAA, shall maintain a complete set of permanent and properly indexed records, known as the "American Aberdeen Association." It shall maintain copies of registration certificates, applications for registration, applications for transfer, artificial insemination certificates, embryo transfer certificates and other records and documents pertaining to registration of fullblood, purebred or percentage Aberdeen cattle.

#### **Rule II: Registration Classification.**

There shall be two classifications of Aberdeen registry:

1. Fullblood - which shall include all 100% Aberdeen cattle which are directly traced to ancestors who are recorded in the Australian Lowline Cattle Association herdbook or Ausline Cattle Association herdbook and have met the requirements contained in these rules and regulations.
2. Purebred and percentage - which shall include all Aberdeen cattle which have been bred up from commercial or purebred cattle of any other breed. Where applicable, pedigree of the foundation cattle will be recorded on the pedigree of percentage Aberdeen cattle. Aberdeen cattle of at least 87.5% Aberdeen but less than 100% Aberdeen will be considered American purebred.

Registration Prefix's: FF = Fullblood Female  
MF = Moderator or Moderator Plus Female  
FM = Fullblood Male  
MM = Moderator or Moderator Plus Male  
AF = Aberdeen Plus Female  
AM = Aberdeen Plus Male

### **Rule III: Standards for Registration**

1. Fullblood Aberdeen cattle are required to have a DNA test and must be parent verified prior to official registration. The Board of Directors may approve dam or sire DNA reconstructions as special exceptions.
2. Percentage Aberdeen cattle shall be recorded at a minimum of 25% and must be the progeny of at least one registered parent. All progeny resulting from percentage matings will be recorded as their exact percentages expressed in numerical digits carried out to the second decimal. Examples -25.00% = 1/4, 50.00% = 1/2, 62.50% = 5/8, 75.00% = 3/4. 87.50% (7/8) or above are recorded as American purebred with their exact percentage also listed on their registration certificate. Animals whose percentage of Aberdeen blood falls between these fractions will be recorded at their exact percentage carried out to the second decimal.
3. Aberdeen Plus cattle
  - a. Only percentage cattle (25%-87.5%) qualify with the non-Aberdeen portion coming from an Registered American Angus or Registered American Red Angus. The member must supply a verifiable copy of the Registered Red Angus or Angus pedigree along with the appropriate fee to enter the Foundation animal into the Aberdeen Plus segment of the Registry. The submitting member must show as the recorded owner of the female in Red Angus or Angus at the time the calf was born. A flush report is required for all embryo transplant calves. Multi-generational cattle are accepted as long as the breed and percentage criteria are met
  - b. Either the sire or dam (or both) of the first generation Aberdeen Plus must be registered with the American Aberdeen Association to qualify.
  - c. Registered Angus or Registered Red Angus cattle entered into the Aberdeen Plus program must be free of identifiable genetic conditions. Cattle identified as possible carriers must be tested as "Carrier free or Clean" before entry into the Aberdeen Plus program.
4. If not a registered Aberdeen, the dam must be identified by breed or combination of breeds. If the dam is a registered purebred of another breed and her pedigree, plus the appropriate fee, is provided at the time of registration, it will be included on the AAA registration certificate.
5. The AAA, at the discretion of the Board of Directors, may require random parentage verification of percentage Aberdeens.
6. All registered cattle will be tattooed with a permanent ID which shall include the year letter and an individual number of no more than 3 digits. It is recommended though not mandatory that the tattoo be in both ears. A permanent herd ID will be issued at the time of membership by the AAA for each breeder's exclusive use. All registered cattle will be tattooed with a permanent herd ID, an individual number of no more than 3 digits and the year letter.
7. All Aberdeen sires used to produce semen that will be sold will be required to be DNA parentage verified to the Aberdeen portion of the pedigree. Aberdeen females who are flushed will be required to have a DNA type on file with the AAA.

#### **Rule IV: Certificate of Registration**

Registrations shall be applied for on an official form provided by the AAA. The first owner of the animal, which for application purposes is the owner of the animal at the time of the application. The breeder of the animal is the owner or lessee of the animal at the time of conception.

1. Registration applications will require a name of the animal (not longer than 28 characters including letters, numbers and spaces), date of birth, tattoo, sire and dam (breed or cross if a commercial female or pedigree in the case of a purebred female of another breed). The sex of multiple births must be stated. Also, whether the calf is a result of natural service, AI or embryo transfer.
2. Optional information will include birth weight and height, weaning weight and height. Yearling weight and height, ultrasound data, yearling scrotal circumference and any additional information provided for on the registry application.
3. Calves by artificial insemination from semen of, or natural service by, bulls not owned by the applicant at conception or at the time of application require a breeding certificate. Said certificate must be procured from the owner of the sire and must accompany registration application or applicant must have electronically transferred certificate in their account at the AAA. Breeding certificates are not required by immediate family members of owner of sire.
4. Calves by embryo transfer must include an embryo recovery certificate from the technician and breeding certificate where applicable. Breeding certificates are the responsibility of the breeder of the embryo.
5. Calves resulting from cell-cloned transplants.
  - a. Only replication cell-cloned animals shall be eligible for registration. Genetically modified animals shall not be eligible for registration.
  - b. The cell-donor animal and the cell-cloned animal must be DNA-marker-typed.
  - c. The owner of record of the cell-donor, on the date of biopsy removal, will be identified as the breeder.
  - d. Owners of progeny resulting from a pregnant recipient, purchased embryo, fresh or frozen, will be identified as the first owner.
  - e. DNA-marker-typing of the recipient dam may be required by the Association.
  - f. 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.
  - g. 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.
  - h. 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 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.

- i. A cell-donor that possesses notation on its pedigree (non fullblood) must be DNA tested free for known genetic defects. 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).
  - j. Calves by embryo transfer must include an embryo recovery certificate from the technician and breeding certificate where applicable. Breeding certificates are the responsibility of the breeder of the embryo.
6. Name Change: only the first owner may request a change in the name of an animal. Name can be changed only if the individual animal has no recorded progeny.
  7. Any changes, additions or deletions on a certificate must be made at the AAA office. Errors by the applicant shall be corrected after payment of the proper fee. Errors made by the AAA will be corrected at no charge. Additional performance information will be included at no charge on a transferred certificate.
  8. Incomplete registrations which have been held by the AAA office for 6 months, after written notification to the applicant as to lack of information or documents or fees required to complete the registration(s), may be considered null and void and any fees paid are forfeited.

#### **Rule V: Foreign Imported Semen, Embryos and Cattle**

1. Importers of semen are responsible to file a SNP DNA test of the donor sire. U.S. semen rights in fullblood Aberdeen bulls registered in a recognized foreign registry may be transferred to the AAA which will designate the owner of such U.S. semen rights as the necessary signer on all progeny of said bull in the U.S.
2. A fullblood calf produced from an imported embryo must be SNP DNA tested and parentage verified. AAA accepts the embryo certificates that the Canadian Lowline Cattle Association (CLCA) and the Ausline Cattle Association (ACA) issues to members who pay to register a flush. An individual certificate is issued for each registerable embryo and is checked by the CLCA and ACA to make sure all dams and sires are DNA typed and recorded and that the semen is licensed. Each certificate is recorded on the CLCA and ACA database and has its own identifiable number. The embryo registration certificate issued by the CLCA and ACA must accompany the application for registration of each resulting calf. If the DNA of the sire and/or dam is not already on file with AAA, copies of their Australian or Canadian DNA reports, in SNP format must be verified sent to the official AAA DNA laboratory.
3. In the case that an imported embryo was **not** registered with CLCA or the ACA, the following shall apply:
  - a. Importers of embryos are required to file with the official AAA DNA laboratory, a SNP DNA test on the sire and dam of the embryo. Applications for registration of fullblood Aberdeen calves produced from imported embryos must be accompanied by the following:
    - i. DNA sample

- ii. A copy of the registration certificate of the sire and dam, if not already on file with the registry.
  - iii. A copy of the frozen embryo recovery sheet showing the cane number, sire and dam and signed by the embryologist collecting the embryo.
4. Importers of live animals are required to file a SNP DNA record with the official AAA DNA laboratory prior to registration in the AAA herdbook.
  5. Effective June 7, 2017, the AAA will no longer accept registration pedigrees of any animals from the Australian Lowline Cattle Association (ALCA).

**Rule VI: Breeding Certificates**

1. Owners of bulls used out of herd through artificial insemination or natural service shall be recorded by the AAA.
2. Owners of such bulls shall file an application accompanied by appropriate fees.
3. Only the recorded owner(s) named in the application may purchase breeding certificates.
4. Certificate rights may be transferred to another owner upon written request by the recorded owner.

**Rule VII: Transfer of Animals**

Transfer of animals shall be submitted by the recorded owner on any registered Aberdeen recorded by the AAA. A transfer form is included on the registration certificate. Costs are the responsibility of the seller of the animal.

1. If a female has been exposed to a bull through natural or artificial service, it must be included on the certificate. This information will allow the new owner to register the subsequent calf.
2. A transfer of registration request will transfer ownership in the AAA but is not to be construed as the conveyance of legal title by the Registry. The AAA 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.
3. A seller to multiple owners will complete an application for transfer to each new owner with the percentage of ownership stated on the application. The regular fee must accompany each transfer application. Each owner will receive a certificate with the appropriate percentage owned stated on the certificate. No less than 1% of ownership may be transferred to a party or group. A managing partner will be designated for any group or syndicate as the only business contact with the AAA.
4. *If an owner or breeder of an animal fails to implement a Court Order or judgment, unreasonably refuses, persistently neglects, or cannot be located in order to sign an application for registration or transfer, upon satisfactory evidence being submitted to the Board of Directors, the Board of Directors may, at its sole discretion, order the registration or transfer the animal without the signature of the owner, breeder, or both.*

**Rule VIII: AAA Sponsored Aberdeen Shows**

Any Aberdeen show sponsored by the AAA shall adhere to the following:

1. All cattle originating in the United States will be required to present proof of registration from the

AAA to participate in any American Aberdeen shows or sales.

2. Aberdeen shows will recognize two classifications: Fullblood Aberdeen and purebred/percentage Aberdeen. Fullblood cattle may only be shown in the Fullblood division. Purebred and percentage cattle may be shown in said divisions. The divisions may be mixed in group classes only.
3. Cow/calf classes within either division will be shown as a separate competitive group and will not be eligible to compete for the Grand Champion Female. They would, however, be eligible to compete in the selection of a supreme champion.
4. Failure to follow this rule would cause AAA sponsorship of the show to be withdrawn.

#### **Rule IX: Fees and Dues**

The AAA is on a cash basis. No work will be completed unless accompanied by the proper fees.

1. Registration fees are based on the date of postmark, indicating date mailed by sender. Transfer fees are based on the date of sale.
2. AAA policy is that the seller will pay any registration and transfer fees. The first owner is responsible for registration and transfer fees. Seller of embryos is responsible for any required breeding certificates. Any agreement between buyer and seller takes precedent over AAA policy regarding fees.
3. Annual membership dues are payable on or before December 31 of the preceding year. An additional \$10.00 reinstatement fee in addition to the regular membership fee must be paid to reactivate a membership. New memberships received after July 1 each year will be credited with the following year's dues.
4. *Members who do not pay their annual dues by December 31<sup>st</sup> of the preceding year will receive written notice that their dues are outstanding and that their membership status will be automatically converted to Inactive if payment is not received within thirty (30) days from the date of the mailing of the written notice. If payment is not received within thirty (30) days from the date of the mailing of the written notice, their membership status will automatically convert to Inactive. Membership will be reinstated upon receipt of the outstanding payment.*

#### **Rule X: Regional Associations** (See also Rule VIII regarding AAA sponsored shows)

The requirements for Regional Groups or Associations to be recognized by the AAA are as follows:

1. Region's membership base must consist of 3 states minimum;
2. Region must put on file with the AAA office their Rules and/or Bylaws, and a list of their Officers and Board of Directors (and file timely updates as they change);
3. Regional Association or Group must join AAA and remain a member in good standing as defined in the AAA Rules and Bylaws;
4. Regions will be encouraged to have representation on AAA committees;
5. Regions are covered under the NPO status of the National AAA. Every region desiring to be covered under the National NPO status must have a summary of their income, expenses, assets and liabilities to the AAA Secretary no later than March 15, of the following year to be eligible to receive sponsorship funds from the AAA. I.e. Calendar year 2016 information should be reported by March 15, 2017 and similar deadline for subsequent years. If the region votes to maintain its

own NPO status, then it must maintain that status to be eligible to receive sponsorship funds from the AAA. Once a region has chosen to opt out of the National AAA reporting, they will remain that way;

6. Region must hold board meetings at least biannually throughout the year, and send minutes or written verification of those meetings to the AAA;
7. Must define their regions and have them on record with the AAA (may not share states with another region);
8. Region must submit a list of their membership as of January 1 each year to the AAA office. (Membership list must be sent as soon as possible after January 1 in order to make this information available to the AAA Board for their January meeting.)

By following these requirements, Regional Associations/Groups will be eligible to receive an annual sponsorship from the AAA. Sponsorship amount is based on AAA Active Membership numbers within each Region as of the 1st day of January each year and will be verified by the records of the AAA office.

10 – 29 Members	\$500
30 – 49 Members	\$1000
50 – 69 Members	\$1500
70 – 89 Members	\$2000
90 – 109 Members	\$2500
110+ Members	\$3000

In addition to the above, \$400.00 per year will be reimbursed to Regions in good standing, for the purpose of a social event as set forth in the rules & regulations set by the AAA. Regions may claim reimbursement by submitting legible copies of their receipts for expenses totaling \$400 or more.

#### **Rule XI: Erroneous Entry**

Should any animal be recorded or transferred in the AAA through error, misrepresentation or fraud, the Executive Committee may declare the animal's registration void, along with any descendants of said animal. The Executive Committee may direct the Executive Director to refuse for registration, computation or transfer any subsequent animal dependent upon the signature of any person implicated in a fraudulent transaction.

Notwithstanding anything herein contained, the AAA assumes no responsibility, financial or otherwise, for any loss or damage that may be sustained by any individual, partnership, firm or corporation by reason of the suspension, cancellation or correction of any registration, transfer or other documents or by reason of the rejection of any application of membership in the AAA.

#### **Rule XII: Active Breeder of Registered Aberdeen Cattle**

*The term "active breeder of registered Aberdeen cattle" as it pertains to Active Members in Article III, Section B(1) of the Bylaws, means an individual who has registered and/or transferred at least one animal with their herd prefix within the last calendar year. A member who does not meet this criteria will be categorized as an Associate Member.*

#### **Rule XIII: General Responsibilities of Members**

*All members shall obey and be bound by all AAA Bylaws, Rules, regulations and handbooks. Individuals who are owners of animals registered with the AAA and who choose to do business with the AAA by submitting applications for registration, membership, requests for transfer or conduct other business with*

*the Association or its members do hereby agree to be bound by all AAA Bylaws, rules, regulations and handbooks.*

***Rule XIV: Eligibility to Run for and Serve on the Board of Directors***

*To be eligible to run for or serve on AAA's Board of Directors, a candidate must:*

- 1. Be an individual;*
- 2. Be an Active Member of AAA;*
- 3. Be at least 21 years of age;*
- 4. Have registered or transferred at least five animals with their herd prefix within the last calendar year;*
- 5. Be nominated by another Active Member;*
- 6. Sign a Conflict of Interest Form (Appendix 1);*
- 7. Sign a Code of Conduct Form (Appendix 2).*

*If a Director ceases to meet these criteria while serving on the Board of Directors, they will have fifteen (15) days to meet these criteria or they will automatically lose their position and authority as a Director until such time as they meet these criteria.*

*To be included on the ballot for AAA's Board of Directors Annual Election, a candidate must meet all of the aforementioned criteria and submit a headshot of themselves and a 300 word (maximum) biography to AAA by 5:00 p.m. (Mountain Time) on the October 15<sup>th</sup> preceding the election. (For example, if a candidate wants to be included on the ballot for the Board of Director Annual election that will be sent out on November 1, 2050, the results of which would be announced at the January 2051 meeting, they must submit the headshot and biography by 5:00 p.m. (Mountain Time) on October 15, 2050.) Candidates who do not submit both a headshot and a biography by 5:00 p.m. (Mountain Time) on October 15<sup>th</sup> will not be listed on the election ballot for that year's election, but, if they have met the aforementioned criteria set forth in this rule, they will still be eligible to run as a write-in candidate and, if elected, serve on the Board of Directors.*

***Rule XV: Member Application and Resignation***

*Any application for AAA membership may be rejected by the Board of Directors for any cause deemed to be detrimental to AAA's interests, programs, policies, objectives or harmonious relationship with its members. It shall be the duty of persons availing themselves of AAA's privileges to promptly respond to all of AAA's inquiries and requests for information, regardless of whether they are communicated orally or via written or electronic correspondence. At the Board of Director's discretion, action on all matters dealing with an applicant may be deferred until said inquiries are fully answered. Failure to respond to said inquiries is grounds for denial of an application for AAA membership.*

*An AAA member may resign at any time by providing written notice to AAA's Board of Directors. Upon receipt of the written notice, the membership shall be terminated. However, a member's resignation does not relieve the member from any obligations the member may have to AAA for: (1) outstanding dues; (2) assessments, (3) fees; (4) charges for goods; or (5) charges for services.*

***Rule XVI: Member Censure, Suspension, and Termination***

*Any AAA member who willfully violates AAA's Bylaws, Rules, regulations, or handbooks, deceives or harms AAA, its Board of Directors, or any AAA member, who conducts himself/herself/itself as to make his/her/its continued association with AAA or its members undesirable, or whose practices in the breeding of cattle*



*are such as to impair the reliability of AAA's records can be censured, suspended, or have their membership terminated by the AAA.*

*An AAA member who is to be censured, suspended, or terminated will be provided with written notice explaining that the censure, suspension, or termination will occur fifteen (15) days from the receipt of said notice. The written notice will set forth the basis for which the member is being censured, suspended, or terminated. The written notice will provide information necessary for: (1) the scheduling of a telephone hearing with an AAA hearing officer during which time the member can explain why they believe they should not be censured, suspended, or terminated from the AAA; and (2) an e-mail through which a written statement can be submitted to an AAA hearing officer explaining why they believe they should not be censured, suspended, or terminated from the AAA. The hearing officer will be appointed by AAA's Board of Directors by a simple majority vote. The hearing officer will be an AAA Active Member. A member of AAA's Board of Directors or an AAA officer may be appointed and serve as the hearing officer. The hearing officer will have the authority to uphold or cancel the proposed censure, suspension, or termination.*

*The member can choose one, but not both, of the aforementioned options. If a telephone hearing is requested, it will take place at least five (5) days before censure, suspension, or termination from the AAA would take effect pursuant to the written notice. If the hearing cannot be scheduled within that timeframe, the effective date for censure, suspension, or termination from the AAA will be postponed until such a hearing can occur. If a date and time for a hearing cannot be mutually agreed so that it occurs within thirty (30) days of receipt of written notice, the AAA hearing officer will unilaterally set a date and time for the hearing to occur. If a hearing is scheduled and the member does not appear by telephone, they will be deemed to have waived their opportunity for a hearing.*

*If the member elects to proceed with a written submission, they must submit it via e-mail to the address provided in the notice at least five (5) days before the censure, suspension, or termination from AAA would take effect pursuant to the written notice.*

*The AAA hearing officer will inform the member regarding whether their censure, suspension, or termination is upheld or cancelled within five (5) days from the date of the telephone hearing or the submission of a written statement.*

#### ***Rule XVII: Attorney Fees in Suits Brought by AAA Members***

*All members and nonmembers have the right to seek judicial review of decisions and actions by AAA, its Board of Directors, and its officers. However, in a lawsuit against AAA brought by an AAA member or members, if AAA is the prevailing party, the AAA member or members who brought the suit shall reimburse AAA for its reasonable attorney fees, costs, and other expenses incurred in defending the lawsuit.*

#### ***Rule XVIII: Limitation of Duty***

*AAA has no duty or obligation to enforce and is not liable in any way with regard to any contract or agreement between buyers and sellers of cattle other than the furnishing of proper certificates of registry and transfer of ownership, or of the breeding records relating to such cattle or their progeny.*

#### ***Rule XIX: Grievance Resolution***

- 1. Members are responsible for understanding and complying with all Bylaws, Rules, and Policies.*
- 2. Members have a right to express a grievance, to have a hearing on their grievance, and to be assisted in working toward resolution of their grievance.*
- 3. A grievance may involve some type of harassment, hardship, discrimination, or a violation of*

- AAA's Bylaws, Rules, Policies, Code of Conduct, or Conflict of Interest Form.*
4. *Grievances may be submitted by an individual member or a group of members. Grievances shall not be submitted anonymously.*
  5. *All discussion regarding any grievance shall be kept confidential by all parties involved and confined to those assisting in its investigation and resolution. Any violation of confidentiality will subject the person or persons seeking resolution to censure, suspension, or termination of membership.*
  6. *A grievance should be resolved promptly and at the board level. The board will use good faith efforts to resolve matters amicably.*
  7. *A grievance should be submitted via signed letter or email to AAA's board of directors and resolution committee (the resolution committee members are listed at [AmericanAberdeenAssociation.com](http://AmericanAberdeenAssociation.com)) containing details regarding an issue that has been irresolvable between members. The grievance may also be between members and the association.*
  8. *The following information is required to be submitted with the grievance:*
    - a. *Names of all individuals submitting the grievance.*
    - b. *Names of all individuals alleged to have committed a grievance(s).*
    - c. *A description of all alleged acts or omissions, including dates of occurrence.*
    - d. *Section numbers of any Bylaw, Rule, Policy, Code of Conduct, or Procedures that were allegedly violated and details on how they were allegedly violated.*
    - e. *Actions taken thus far to resolve or address the grievance, if any.*
    - f. *Specific remedy requested, if any.*
  9. *The resolution committee will notify the submitting parties of receipt of the grievance within ten (10) business days.*
  10. *Within fifty (50) days of the submission, the resolution committee will provide both the submitting and defending parties with the status of the grievance. The resolution committee will continue to provide status at reasonable intervals to the parties until the grievance is resolved. The parties will be notified promptly after the grievance has been resolved.*
  11. *Once a grievance is submitted, the resolution committee will decide in good faith whether the grievance is to be accepted and will make every reasonable effort to resolve it.*
  12. *If the resolution committee determines that the grievance needs to be immediately escalated to the Board or determines that the resolution committee lacks authority to resolve the grievance, the grievance will be submitted to the Board within seventy (70) days from the date of submission.*
  13. *Once a grievance is submitted/escalated to the Board, AAA's President and/or the Chairman of the Board will put it on the agenda for the next meeting to be processed by the Board.*
  14. *The Grievance will only be finally resolved when the Board, by majority vote, declares the grievance to be resolved and recommends what action, if any, should be taken to resolve the grievance.*
  15. *The resolution committee is responsible to report to the Board of Directors that a grievance has been filed, and when a grievance has been resolved.*
  16. *In the event the resolution committee or Board determines that the resolution of a grievance requires the censure, suspension, or termination of an AAA member, the member will be notified and afforded an opportunity to respond pursuant to Rule XVI: Member Censure, Suspension, and Termination.*