# WORLD WATUSI ASSOCIATION, INC.



# THE RULES OF THE ASSOCIATION

**Revised January 2022** 

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#### THE RULES OF THE ASSOCIATION

The following rules, drafted to promote the best interests of the Watusi breed, were adopted by resolution of the Board of Directors of the World Watusi Association, Inc. (the "Association") pursuant to the Association's Bylaws.

The Rules of the Association apply to and shall be observed by all members and affiliates of the Association and all owners of Watusi cattle who wish to register or have registered Watusi cattle with the Association.

#### 1. <u>Definitions</u>.

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

**Association-Approved Livestock Show** - any Fair, Association, Livestock Show or Exposition approved by the Association.

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

Breeder - the Owner of Record of a calf's dam on the date of service.

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

**First Owner** - the Owner of Record or one of not more than three (3) co-owners of record of a calf's dam on the date of birth of the calf except in the case of embryo calves as provided for in Section 6.5 of these Rules.

**Member of the Immediate Family** - limited to the husband, wife, significant other, sons and daughters, mothers and fathers of the Owner(s) of Record of an animal.

**Owner** – a member or affiliate of the Association and any non-member of the Association who wishes to register or has registered Watusi cattle with the Association. An Owner may be an individual, partnership, corporation, limited liability company, limited liability partnership, institutions of learning, executors, administrators, trustees or other legal entity.

**Owner of Record** - the Owner in whose name an animal is registered.

**Permanent Identification** - ear tattoo marks, RFID chips, freeze-branded marks or hotbranded marks.

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

• the injection, use, or administration of any drug that is prohibited by Federal, State or Local Law or any drug that is used in a manner prohibited by Federal, State or Local Law;

• the injection or internal or external administration of any product or material

- whether gas, solid, or liquid - to an animal for the purpose of deception, including concealing, enhancing, or transforming the true conformation, configuration, color, breed or age;

• tissue manipulation, removal, surgical attachment or otherwise to change, conceal, enhance, or transform the true conformation or configuration of the animal;

• attaching to the hide any foreign objects, including hair or hair substitutes, cloth or fiber for the purpose of deception; and

• any other physical or physiological attempt to alter the musculature or weight of an animal by use of injections or ingested material not conducive to the continued health or marketability of the animal or for purposes of deception.

**Registrar** – the person appointed by the Association to act as the registrar of the Association. The registrar shall perform all the duties of maintaining accurate records on the membership, the Owners and on the breed. The registrar shall be responsible for receiving and verifying entries for insertion in the World Watusi Association Herd Book, storing, billing, and mailing registration paperwork to Owners, holding Owners to the breed standards and registration policies set forth by the Association

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

**World Watusi Association Herd Book** - the official record of animals registered by the Association which shall be kept in such form as the Board of Directors determines.

# 2. <u>Privileges of Registration and Membership</u>.

Any Owner of Watusi cattle that is a member of the Association is entitled to register his or her cattle with the Association. The registration of any animal which does not conform to the requirements set forth in these Rules shall become null and void and, in such cases, the Certificate of Registration shall be surrendered to the Association for official cancellation. Whenever the accuracy of data contained in a registration application is challenged, the matter may be referred to the Board of Directors for investigation. Members in good standing shall have access to the active membership list unless noted by member.

# 3. <u>Registration Form, Content and Methods</u>.

Registration and Transfer Application and/or Breeders Certificate forms are provided by the Registrar of the Association upon request of the Owner. Transfer Application and/or Breeders Certificate forms are printed on the back of each issued Certificate of Registration.

3.1 <u>Form of Application</u>. A registration application must contain the following information:

- 3.1.1 Sex of the animal.
- 3.1.2 Name of the animal.
- 3.1.3 Holding brand and location.
- 3.1.4 Permanent identification marks and location, if any.
- 3.1.5 Name and registration number of the Sire, Sire's Sire and Dam.
- 3.1.6 Name and registration number of the Dam, Dam's Sire and Dam.
- 3.1.7 Name, address, membership/owner number of the breeder (owner of dam at time of service).
- 3.1.8 Signature of the Breeder.
- 3.1.9 Date of application.
- 3.1.10 a: Indication of whether or not the animal is the product of natural birth, Artificial Insemination (Certificate Attached), or Embryo Transfer (Application Attached).
- 3.1.10 b: Whether a single or twin, sex of twins; DNA Parentage Certificate on file.
- 3.1.11 Date of birth.
- 3.1.12 Color description.
- 3.1.13 Name, address, membership/owner number and signature of the First Owner to appear as the Owner of Record.
- 3.1.14 Signature of Owner of Record/First Owner.
- 3.1.15 Date the animal was acquired.

Application shall be accompanied by proper fee and three (3) photos of animal to be registered one each from each side and front.

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

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

3.3 <u>Miscellaneous</u>.

- 3.3.1 <u>Name</u>. The name of the animal to be registered should not exceed twenty four (24) letters. Masculine names should be given to bulls, feminine names to females. All letters must be in English and numerals may be Arabic and/or Roman. Symbols other than the standard letters or numbers are not acceptable as part of the name. No Owner may use a name prefix which has been established and used by another Owner designating the name of his town, ranch, farm, herd or himself. No Association registered name may be exactly duplicated and the Association reserves the right to change the name assigned to an animal on an application for registry.
- 3.3.2 <u>First Owner</u>. The First Owner must apply for registration of the calf, and the dam must be officially entered on the records of the Association under the exact same name of the First Owner on the date of birth of the calf, except in cases of embryo calves as provided for in Section 6.5 of these Rules.
- 3.3.3 <u>Cow Serviced Prior to Sale</u>. When a cow has been transferred subsequent to being served but prior to the birth of her calf, the Breeder must submit a breeder's certificate for registration of the calf.
- 3.3.4 <u>Pictures</u>. Three clear, close-up, colored photos are required to accompany each application for registration. The photos should be taken from a full side view of each side with the animal's head turned facing the photographer and one from the front. Good photos, printed on quality photographic paper, is important, as it will be digitally scanned and included on the Certificate of Registration. Alternatively, one photo may be sent by mail or email in digital form to the Registrar.

## 4. <u>Registration Categories</u>.

4.1 <u>Foundation Pure</u>. Foundation Pure is the term for the original full blood cattle. Offspring of Foundation Pure cattle will be accepted for registration as Foundation Pure.

4.2 <u>Native:</u> A male animal containing ninety-three and three-quarter percent (93.75%) or 15/16ths Watusi blood or higher with three generations or more of documentation. A female animal containing eighty-seven and one-half percent (87.5%) or 7/8ths Watusi blood or higher will be accepted for registration as Native.

4.3 <u>Percentage Animals:</u> Cattle of one-half (1/2) and greater percentages, up to Native in section 4.2, of Watusi blood will be accepted for registration as Percentage Animals. No bulls below the category of Native Pure shall be registered.

- 4.3.1 Female Percentage and Foundation Pure Animals may be bred to either a Native or Foundation Pure bull. Percentage female offspring still advance the percentage of their offspring through this breeding. However, Percentage Animals shall not increase beyond the Native Pure Category and shall never be considered Foundation Pure
- 4.3.2 All animals shall have their percentage of Watusi blood indicated in their registration number and will be designated on their Certificate of Registration.

## 5. <u>Animals Ineligible for Registration</u>.

5.1 <u>Percentage Animals</u>. The progeny of male Percentage Animals shall not be eligible for registration until they reach the category of Native Pure with the exception of female calves born to Foundation Pure dams.

5.2 <u>Date of Birth Issue</u>. A calf born less than two hundred eighty-three (283) days after birth of its dam's last previous calf shall not be eligible for registration except in the case of embryo calves as provided for in Section 6.5 below.

5.3 <u>Uncertain or Unknown Parentage</u>. Whenever the eligibility for registration of any animal is in doubt because of uncertain or unknown parentage, DNA-marker-typing or blood-typing by the Association may be required. If through DNA-marker typing or blood-typing the animal is found to have incorrectly listed parentage, the animal will not be eligible for registration unless parentage is confirmed or approved pursuant to Section 7 of these Rules.

5.4 <u>Progeny of any Animal Determined to have a Genetic Defect</u>. When a bull or cow is determined to possess a genetic defect, progeny of such affected animals shall be ineligible for registration unless such progeny is tested by a reputable institution and it is determined to be free of the genetic defect or undesirable trait. The undesirable traits considered as disqualification by the Association shall include but are not limited to: Arthrogryposis (pastern-palate syndrome), Muscular Hypertrophy (double muscling), Hydrocephalus (waterhead), Dwarfism, Syndactyly (mule foot), and any other deleterious genetic recessives. Known carriers of genetic defects will have their registration papers marked in the Association registry and will not be transferable on the records of the Association. Reasons for non-transferability will be noted on the registration papers.

5.5 <u>Bull Progeny of Hardship Registered Undocumented Percentage Females.</u> All bulls born to undocumented percentage hardship registered females shall be ineligible for registration. All bulls must have a minimum complete three (3) generation pedigree to be accepted for registration apart from any bull permanently registered prior to this ruling. Steers and females shall be eligible for registration in their appropriate percentage categories. See rule 6.7 Bulls.

# 6. <u>Animals Eligible for Registration</u>.

6.1 <u>Generally</u>. Calves resulting from pasture breeding are eligible for registration. Calves resulting from Artificial Insemination are also eligible for registration, in accordance with these Rules.

6.2 <u>AWIR Registration</u>. Any animal that was registered in the Ankole Watusi International Registry (the "**AWIR**") prior to December 15, 1984 as either Foundation Pure or within a Percentage Category will be eligible for registration in the Association. Any animals registered with the AWIR after December 15, 1984 may be eligible for registration in the Association, subject to the approval of the Board of Directors of the Association.

6.3 <u>Steers</u>. Steers are eligible for registration providing all other requirements of the Association Rules are met. Steer progeny of undocumented percentage hardship registered cows are eligible for registration under their appropriate percentage category.

6.4 <u>Calves of Multiple Birth</u>. When applying for registration of twins or one member of twins, the appropriate box must be marked on the registration application. In addition, the sex of the other twin must be listed thereon. Unless this is done, no subsequent application of the other twin will be accepted. Even if one twin dies or is not registered, the above information should be supplied for Association records. If both twins are to be registered, a separate application must be submitted for each.

6.5 <u>Calves Produced by Embryo Transplant</u>. For calves resulting from an embryo transplant:

- 6.5.1 The AI Sire must have Notice of Semen Collection on record with the Association prior to registration of the resulting calf.
- 6.5.2 Bulls whose semen is utilized in a mixed semen implant must be DNA-marker-typed.
- 6.5.3 Embryo calves resulting from the mixing of semen must be DNA-marker-typed.
- 6.5.4 If the DNA-marker-typing analysis of the calf indicates an inconsistency, DNA-markertyping of recipient dams may be required by the Association. If the recipient cow is DNAmarker-typed and cannot be excluded as the dam, the determination of eligibility for registration shall be made by the Association after considering DNA-marker-typing data, as well as other available information. The owner of record of the Donor Dam shall be responsible for all DNA-marker-typing fees
- 6.5.5 The Owner of Record of the Donor Dam at the time of conception must be identified as the breeder.
- 6.5.6 The Owner of Record of the Donor Dam on the date of embryo removal will be identified as the First Owner, unless the calf is a result of a purchased embryo (fresh or frozen) or pregnant recipient, in which case the owner of the embryo or pregnant recipient may be identified as the First Owner.
- 6.5.7 Registration of embryo transplant offspring shall be made on a regular form at the regular fee, plus an additional fee as determined by the Board of Directors.
- 6.5.8 Each application for entry must be accompanied by an Artificial Insemination Breeding Certificate, if required.
- 6.5.9 Registration of embryo transplant offspring resulting from the mixing of semen shall require that semen from not more than two bulls be used and that the two possible sires have distinctly different DNA-type markers, as determined in advance of insemination with the approval of the Association.
- 6.5.10 Calves conceived after the death of the Donor cow shall be eligible for registration under the same conditions and provisions governing the eligibility of embryo calves prior to the death of said female.

- 6.5.11 Registration certificates issued for offspring from embryo transplants shall be so designated. The Association may request information from the owners from time to time relating to embryo transplant animals.
  - 6.6 <u>Calves Resulting from Cell-Cloned Transplants</u>.
- 6.6.1 Only replication cell-cloned animals shall be eligible for registration. Genetically modified animals shall not be eligible for registration.
- 6.6.2 The cell-donor animal and the cell-cloned animal must be DNA-marker-typed.
- 6.6.3 The breeder of the cell-do-nor animal must be identified as the breeder of the cell-cloned offspring.
- 6.6.4 The Owner of Record of the cell-donor, on the date of biopsy removal, will be identified as the first owner, unless the calf is a result of a pregnant recipient, purchased embryo, fresh or frozen, in which case the purchaser may be identified as the first owner.
- 6.6.5 DNA-marker-typing of the recipient dam may be required by the Association.
- 6.6.6 Calves conceived after death of cell-donor animals shall be eligible for registration under the same conditions and provisions governing the eligibility of calves prior to the death of said animal.
- 6.6.7 Registration of cell-cloned transplants shall be made on a special form, provided by the Association, at the regular fee, plus an additional fee as determined by the Board of Directors.
- 6.6.8 Registration certificates issued for cell-cloned transplants shall be so designated. The registration number of the animal, which is being cell cloned, shall also be stated on the certificate of registration. Nothing set forth in this Section 6.6 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.

6.7 <u>Bulls</u>. All bulls, Foundation Pure or Native, must be registered by the breeder or the owner of the dam at the time of birth. Private or farm sales of bulls are eligible for registration by breeder and transferred into new owner's name at time of registration. Any bull being sold at an auction sale must be accompanied by the hard copy of the registration papers or access to it. Bulls cannot be sold at auction on application for registration with the exception of calves less than 60 days of age being sold at the dam's side. Any bull calves sold at auction at dam's side must be registered with 30 days of sale. All conditions pursuant to Rules contained in 4; 5.1; 7.3 After January 1, 2022 no bull may be registered with less than three (3) documented Watusi ancestry bloodlines.

# 7. <u>Hardship Registration</u>.

Registration of Foundation Pure female cattle whose sire and/or dam are not presently listed in the World Watusi Association Herd Book or are of uncertain or unknown parentage may be submitted for registration through a Hardship Application, as long as the registration is not in conflict with Section 5.1 of these Rules. The Hardship Application should be submitted to the Association's Registrar along with a non-refundable Hardship Application fee and at least four (4) pictures of the animal from all sides. Such Hardship Application may be approved by the Board of Directors in its sole and absolute discretion in a registration category. In reviewing the Hardship Application, the Board of Directors will consider the characteristics of the animal and whether including the animal in the World Watusi Association Herd Book will benefit the breed. Hardship Applications for a Foundation Pure animal will be accepted for registration based upon documentation for purity in the form of copies of import papers and/or documentation and statements from the original breeder attesting to purity and ancestry to the greatest extent possible. Hardship applications for a Foundation Pure animal must contain sufficient information to prove to a very high level of certainty that such animal came from Foundation Pure parentage. Animals accepted under this hardship provision shall be described as undocumented. Hardship Registration of Native females shall follow the same requirements as Foundation Pure and be subject to the appropriate fees.

7.1 <u>Hardship of mature female undocumented percentage animals</u>: A non-refundable \$100.00 hardship fee, three (3) photos one each from the left side, right side, and the front shall be submitted to the Registrar together with an application as complete as possible, including the best estimate of the age of the animal and any known information. The animal will be accepted or rejected for registration based upon the ruling of the entire Board of Directors. The Board shall rule in the following categories: 1) <sup>3</sup>/<sub>4</sub> Blood 2) <sup>1</sup>/<sub>2</sub> Blood or 3) Not a Watusi. No bloodlines will be shown on the Certificate of Registration without documentation. Registration fee shall be \$25.00 on animals accepted by the board.

7.2 After acceptance and registration of females, calves of the hardship female under the age of 12 months will be eligible for registration under the regular rules in Section 4 and 5.1 of Rules. Prior calves over 12 months of age shall be subject to the hardship rules herein.

7.3 No bulls will be eligible for registration under this undocumented hardship rule.

# 8. <u>Permanent Identification Marks</u>

8.1 <u>Permanent Identification</u>. The Association does not require a form of permanent identification. If the owner chooses to apply a form of permanent identification prior to application for registration in the World Watusi Association Herd Book that marking will be shown on the Certificate of Registration.

8.2 <u>Composition of Permanent Identification Marks</u>. Each Owner shall devise a plan or system of permanent identification, utilizing a series of numbers, a series of letters or a combination of both, provided however that permanent identification marks shall be limited to a maximum of five (5) characters per animal. In connection with the arrangement of those five characters, breeders may use only Arabic numbers and capital letters. The use of any other characters, including joined letters, reversed letters, bars, punctuation marks and other types of symbols shall not be recognized as or part of identification numbers under these Rules.

8.3 <u>Prohibition on Use of Identical Permanent Identification Marks in a Calendar Year</u>. No two animals of the same sex, born in the same calendar year and registered under the name of the first owner, shall be given identical permanent identification marks in the same calendar year.

8.4 <u>Locations of Permanent Identification Marks</u>. The location of a brand is to be chosen by the Owner. When branding of Foundation Pure Cattle is not desirable or acceptable for exhibit purposes, a tattoo number is acceptable. This is to be an ear tattoo which will replace the Identification Number Brand. The number and location of such tattoo shall appear on the Registration Certificate.

8.5 <u>Holding Brand</u>. If an Owner holds a registered brand in his or her state and brands cattle that are applied for registration in the Association, such brand and location must be designated on the registration application.

8.6 <u>Illegible Permanent Identification Marks</u>. In the event that a permanent identification mark on an animal becomes illegible or unreadable, the same marking shall be placed in a new and separate location from the original permanent mark. In no event, however, shall the Owner attempt to alter, or overprint the original permanent identification mark.

8.7 <u>Inspection of Permanent Identification Marks</u>. In the event the results of an inspection of permanent identification marks by an authorized representative of the Association reveals that permanent identification marks are absent, illegible or not in conformity with registration, the following action may also be taken by that representative:

- 8.7.1 In instances where a registered animal is inspected with permanent identification marks absent, the First Owner shall be required to document accuracy to the Association.
- 8.7.2 In instances where a registered animal is inspected with two or more sets of conflicting permanent identification, the First Owner shall be required to document accuracy to the Association.
- 8.7.3 In instances where a registered animal is inspected with permanent identification not in agreement with registration, the First Owner shall be required to document accuracy to the Association.

#### 9. <u>Registration for the Estate of a Deceased Person.</u>

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

#### 10. <u>Name Change</u>.

The name of registered males and females may be changed prior to the registration of progeny only after signed statements from both the Owner who initially registered the animal and the present Owners authorizing such change are submitted to the Registrar along with the specified fee for this change. The names of animals which have registered progeny are not eligible for change.

#### 11. <u>Duplicate Registration Certificates</u>.

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

11.1 In the event of loss or destruction of the original, upon application of the Owner of Record made on an approved form obtained from the Association;

11.2 In connection with a transfer by affidavit as provided in Section 24 of these Rules:

or

11.3 As a replacement Certificate of Registration as provided for in Section 21 of these Rules.

#### 12. <u>Correction of Errors in Registration Certificates and Transfers.</u>

12.1 Errors in Registrations or Transfers committed by the Association office shall be corrected free of charge.

12.2 Inadvertent errors committed by applicants for Registrations or Transfers shall be corrected at fees as established by the Board of Directors. It is the responsibility of the Breeder, First Owner, subsequent Owners and current Owner(s) of record participating in the sale of any animal, semen, embryos or progeny of any animal to notify any purchaser thereof regarding a change in parentage, as represented by the Certificate of Registration.

# 13. <u>Surrender of Registration Certificate</u>.

Whenever a registered animal is lost by death, destruction, or other means, or is disposed of for slaughter or as a common grade animal, it shall be the obligation of the holder of the Certificate of Registration to notify the Association for cancellation of certificate.

## 14. <u>Registration of Imported Animals</u>.

Registration may be applied for only by an Owner entitled to registration privileges who imported the animal.

# 15. <u>Export Certificate</u>.

Registration of an animal originally recorded in a herd book recognized by the Association and imported into the United States shall be accepted, subject to the discretion of the Registrar, only if a Certificate of Registration containing at least five generations issued by the recognized registry organization of the country from which the animal is actually exported has been received by the Association and the animal otherwise conforms to the requirements set forth in these Rules.

## 16. <u>Registration of Calves Imported in Dam (while pregnant).</u>

If a cow was bred prior to importation and a record of service does not appear on the export certificate, the owner of the bull on the date of service must certify to the particulars of service through the recognized registry organization of the country from which the animal was exported.

## 17. <u>Registration of Calves Imported at Side</u>.

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

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

## 18. <u>Transfer Rules</u>.

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

## **19.** <u>Content of Application for Transfer.</u>

- 19.1 An Application for Transfer must include:
- 19.1.1 Sex of animal to be transferred.
- 19.1.2 Name and registration number of animal being transferred.
- 19.1.3 Name, address and membership/owner number of new owner
- 19.1.4 Signature and membership/owner number of seller/transferor.
- 19.1.5 Date new owner took delivery.
- 19.1.6 Breeders Certificate if animal being transferred is a female and she is bred.

19.2 A Breeders Certificate must include:

- 19.2.1 Name and registration number of bull.
- 19.2.2 Artificial insemination certification number and date of artificial insemination, if animal being transferred has been artificially inseminated.
- 19.2.3 Period during which animal being transferred was exposed to the bull, if naturally serviced.
- 19.2.4 Name, address and membership/owner number of breeder.
- 19.2.5 Signature of breeder and date signed

19.3 Transfer applications should be completed when transferring a cow of any breed which is bred to a registered Watusi bull.

19.4 Transfer applications will not be processed if any of the required data is omitted. Transfer applications will also be considered incomplete if not accompanied by the required fee.

#### 20. <u>Errors in Recording of Transfers</u>.

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

#### 21. <u>Transfer of Registration</u>.

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

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

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

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

# 22. <u>Adjustment Transfers</u>.

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

22.1 Transfers for the purpose of correcting certificate records in accordance with Section 12 of these Rules.

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

22.3 Transfers to individuals of partnerships.

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

# 23. <u>Transfers by Affidavit</u>.

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

## 24. Transfer of Exported Animals.

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

## 25. <u>Transfer from the Estate of a Deceased Person</u>.

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

## 26. <u>Responsibility for Legal Title</u>.

A transfer of registration entered on an application or a Certificate of Registration, or on the records of the Association, shall not be construed as the conveyance of legal title by the Association. The Association shall in no way be involved in or assume liability for the purchase, sale, or terms of sale of registered animals, or the passage of legal title thereto.

## 27. <u>Artificial Insemination and Embryo Transfer with DNA Marker Typing.</u>

27.1 Collection, processing, storage of semen and/or embryo transfer work conducted after September 30, 2012 must be in accordance with the current American Veterinarian Medical Association and National Association of Animal Breeders health code.

27.2 All bulls that are the source of semen used for the purpose of Artificial Insemination and Embryo Transfer work must submit a Notice of Semen Collection and Storage form with the registry office. The Association does not require DNA testing at this time in order to collect and utilize an AI Bull, however, it does encourage members to begin the procedure. If DNA is collected, please submit the results to the registrar to be added to the animal's file for possible future reference. Any bull whose semen has been previously collected should have it listed with the registrar, including the name and address of the storage facility, registration number of the bull, and the name and address of the current owner of the semen. The date of collection and any historical information concerning the collection of the semen should also be included. This information shall be provided to the registrar on or before September 30, 2012.

27.3 A record of the Collection of Semen of all bulls that are the source of semen for the purpose of Embryo Transfer work must be filed with the Association before calves that are sired artificially by such bulls shall be eligible for registration.

27.4 All cows being flushed for embryos shall have a record of the DNA-marker that must be filed with the Association before calves that are products of Embryo Transfer will be eligible for registration.

27.5 When the parentage of any registered Watusi animal is questioned by the World Watusi Association, parentage verification of such animal, and of any other animals deemed necessary for the purpose of said verification, will be conducted by the Association at its expense. In all other instances, the person requesting the parentage verification will pay any related fees. Processing and analysis shall be by laboratories approved by the Association.

27.6 The World Watusi Association reserves the right, at its expense, to conduct a random parentage verification program from time to time. Owners of animals selected for verification shall be notified and shall permit and cooperate in such testing of animals in their possession or under their control. Refusal by such person to cooperate with parentage verification under this program may result in cancellation of Registration Certificates and the imposition of other penalties provided by the Bylaws and these Rules

### 28. <u>Labeling of Semen</u>.

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

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

## 29. <u>Duty to Comply</u>.

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

## 30. <u>Maintenance and Verification of Accurate Breeding, Herd and Program Records.</u>

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

## 31. <u>Maintenance of Accurate Records</u>.

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

## 32. <u>Submission of Accurate Information to the Association</u>.

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

# 33. <u>Questionable Submissions of Information to the Association: Cooperative Resolution</u>.

Whenever the accuracy of any information (including data) submitted to the Association in connection with the registration or transfer process or any Watusi program is deemed questionable by the Association Registrar, the Association Registrar may attempt to resolve the matter informally in accordance with this rule or it may refer the matter to the Board of Directors. Subject to the prior approval of the Board of Directors, the Association Registrar may request that the submitting Owner resolve such concerns by cooperating with the Association Registrar and, upon written request, agreeing to any reasonable request of the Association, which may include one or more of the following:

33.1 the Owner's consent to allow an on-site examination of all relevant animals,

33.2 the Owner's consent to an on-site examination of all breeding and herd records.

## **34.** <u>Unwillingness to Cooperate with the Association to Clarify or Resolve</u> <u>Questionable Submissions</u>.

If an Owner is unwilling or refuses to cooperate with the Association Registrar in response to a written request to do so, the Registrar shall notify the Board of Directors of such fact in writing and they may, in their own discretion, take action.

#### 35. <u>Elimination of Questionable Submissions from the Database</u>.

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

## 36. <u>Descriptions</u>.

36.1 The following abbreviations should be used when indicating the location of the identification number brand, the holding brand and for the color description.

Parts of Animal	Abbreviation
Back	BK
Body	BDY
Brisket	BSK
Ears	ERS
Forehead	4-HD
Flank	FLK
Feet	FT
Head	HD
Hindquarters	HNDQTRS
Hip	HP
Lineback	LB
Loin	LN
Neck	NK
Rump	RMP
Shoulders	SHLDRS
Switch	SW
Underline	UL
Tail	TL
Thigh	THI

36.2 <u>Color</u>. When giving color descriptions, begin with the most dominate color. The description should be as short as possible and remain complete. For example, red with white spotted sides should be abbreviated as "RD w/ WH Sptd sides."

<u>Colors</u>	Abbreviation
Black	BLK
Blue	BLU
Brown	BRN
Brindle	BRNDL
Dun, Dull Grayish Brown	DUN
Grulla	GRU
Light	LT
Red	RD
Roan	RN
Speckled	SPKLD
Spotted	SPTD
Spots	SPTS
Streaked	STRK
White	WH
Yellow	YL

#### 37. <u>Show Rules</u>.

The Association has established these Show Rules. Simply stated, these rules have been drafted to ensure that all animals presented for exhibition at Association-approved livestock shows shall be in their natural conformation and structure, free of any alteration or modification by injection or internal or external administration of any Prohibited substance or by any involvement in Unethical Fitting.

## 38. <u>Ownership of Animals Presented for Exhibition</u>.

38.1 Each registered animal entered for competition at any Association approved livestock show must:

- 38.1.1 be exhibited in the name of the Owner of Record of the animal at the time it is presented for exhibition; and,
- 38.1.2 be exhibited in compliance with the Rules or Regulations governing the ownership of animals at the Fair, Livestock Show or Exposition at which the animal was exhibited.

38.2 The exhibition of any animal, the legal title to which has passed by public or private sale subject to a reservation of the privileges of exhibiting such animal subsequent to its sale and prior to its transfer on the records of the Association, shall not be deemed a violation of the provisions of paragraph 39.1.1 of this Rule.

## **39.** <u>Age Classification of Animals Presented for Exhibition.</u>

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

## 40. <u>Identification of Animals Presented for Exhibition</u>.

40.1 Each Owner is responsible for having each animal identifiable at check-in time by legible permanent identification marks corresponding to the Certificate of Registration of such animal, the original of which must be available for inspection prior to exhibition at each such show.

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

- 40.2.1 In instances where a purchased animal is presented for exhibition with permanent identification marks absent, the original owner may be required to document accuracy to the Association.
- 40.2.2 In instances where a registered animal is presented for exhibition by the original owner with permanent identification marks absent, a written statement may be required to be filed with the Association office documenting proper identity and confirming the fact that re-application of permanent identification marks has been accomplished.
- 40.2.3 In instances where a registered animal is presented for exhibition with two or more sets of permanent identification marks, the original owner may be required to document accuracy to the Association.
- 40.2.4 In instances where a registered animal is presented for exhibition with permanent identification marks not in agreement with registration, the original owner may be required to document accuracy to the Association.

# 41. <u>Conformation and Structure of Animals Presented for Exhibition</u>.

Each Owner is responsible for having each animal fitted and presented in the show ring in its natural conformation and structure without improper alteration.

## 42. <u>Alteration of Conformation and Structure by Use of Prohibited Substance or</u> <u>Unethical Fitting</u>.

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

#### 43. <u>Submission of Cattle for Inspection</u>.

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

## 44. <u>Enforcement of Association Rules at Association-Approved Events.</u>

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

## 45. <u>Exhibitor Conduct</u>.

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

## 46. <u>Relationship between These Rules and Show-Specific Rules</u>.

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

## 47. <u>Sale Guarantees</u>.

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

## 48. <u>Association Fees</u>.

48.1 All fees of whatever nature due the Association shall be paid in advance, accompanying requests for services.

48.2 Nonpayment of fees is sufficient cause for:

- 48.2.1 Withholding the processing of registrations or transfers, performance data or other types of work being performed by the Association;
- 48.2.2 Cancellation of registrations or transfers which have been processed but not paid for, removal of performance data from the Association's database; and/or,

48.2.3 Temporarily suspending a member's rights and privileges of membership in the Association until such time as the fees are paid.

48.3 Membership dues shall be payable on a calendar year basis from January 1 through December 31. Any member, whose dues for renewing his or her membership are not received on or before March 1 of the calendar year in which such dues are payable, will no longer be in good standing with the World Watusi Association. Any Member, renewing his or her dues after March 1 of the calendar year in which such dues are payable to the Association, may be subject to additional fees, as determined by the Board, to renew his or her membership.

## 49. <u>Compliance with These Rules</u>.

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

## 50. <u>Submissions of Information to the Association</u>.

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

# 51. <u>Failure of Members to Comply.</u>

51.1 The failure of any Life, Active, Joint, Junior or Associate Member of this Association to comply with its Rules shall be grounds for discipline, including suspension of some or all privileges and rights of membership or expulsion, in accordance with the provisions of Article II of the Bylaws of the Association and subject to the discretion of the Board of Directors.

51.2 Any suspension shall set forth a specific time period for such suspension, following which the Board of Directors may entertain a request for reinstatement to the full rights and privileges of membership.

# 52. <u>Failure of Non-members to Comply</u>.

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

# 53. <u>Litigation Forum and Expenses: Agreement of All Owners</u>.

53.1 All Owners shall not commence any civil action, whether in law or in equity, against the Association in any courts other than those Federal or State courts located in the State of Delaware.

53.2 Following judicial review of any final decision, action or Rule of the Association contested by said Owner, whereby the Owner fails to have the Association's decision, action or rule reversed or overturned, said Owner shall reimburse the Association for the reasonable attorney's fees, court costs and other expenses incurred by the Association in defense of the lawsuit.