



THE IRISH ABERDEEN-ANGUS ASSOCIATION

RULES OF PROCEDURE

Adopted by Council and effective 1st January 2021

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The Irish Aberdeen Angus Association trading as the IAAA Herdbook Ltd a Company Limited by Guarantee is recognised by the Department of Agriculture, Food and the Marine as a breed Association in accordance with Regulation (EU) 2016/1012. Approved on 23-December-2020 by the Council of the Irish Aberdeen Angus Association has adopted the following Rules of Procedures which include participation, the rights of breeders, the rights of the breed Association and an appeals procedure.

“The Irish Aberdeen Angus Association is committed to equal and fair treatment of breeders and will enter into the breeding book animals of the same breed line or cross that are eligible for entry under the Associations breed criteria without discrimination on account of their country of origin”

Participation in the IAAA Breeding Programme:

To participate in the breeding programme of the Irish Aberdeen Angus Association, the breeder shall be the owner of a “purebred” Aberdeen Angus animal entered in a herd book recognised or listed by the EU for the Aberdeen Angus breed and is kept on a holding located within the geographical territory of the IAAA breeding programme.

Application to participate is also accepted from the owner in the geographical territory of an Aberdeen Angus or Angus male or female born as the result of embryo transfer for the intention of purebred breeding.

Where the herd number is not in the applicant’s name or the applicant is not the designated herd keeper, the applicant must have the consent of the herd owner.

Animals entered in the Herd Book by the same breeder, but which may be from a different holding can carry the same Herd Prefix.

Joint breeders and company participation is accepted, and one person must be nominated as the point of contact for the Association.

Breeders can also opt to become members of the Association.

1. *Application procedure to participate in the IAAA breeding programme*

Applications for participation will be considered if the following documents are completed and submitted to the Association's office:

- Application form
- ICBF permissions form
- Direct debit mandate
- Zootechnical certificates for the animals they wish to have participating in the breeding programme
- Permissions form for those who are genotyping animals in ICBF genomic schemes to allow the Association to request major gene testing on these animals
- Fees (as required)

Where a breeder also wishes to apply for membership the appropriate membership fee should be included with the application form.

Description of fees	Fee as at 1/1/2021 including VAT (Euro)
Annual Subscription full member	39.65 per year
Annual Subscription junior member (1- 18 yrs.)	17.70 per year
Lifetime subscription	991.20

2. Following receipt of application to the Association office a list of applications of breeders are presented to Council at the next meeting of Council.

3. As part of the application process, each breeder may register an approved herd prefix. This herd prefix shall not have been allocated to another breeder of the Association, either in the past or at present. If a herd has advertised and sold as a dispersal, the Herd prefix may not be used thereafter for entries into the Herd Book without permission of the Council. Breeders of the same family can be individual breeders and use the same herd prefix where animals within the herd may be under separate ownership. Those who wish to take over a herd prefix from an existing participant must also provide written consent from those who currently hold the requested prefix to hand this over to the new applicant.

This shall be applicable to all animals bred and notified by that breeder, either alone or jointly with any partner/s or other persons in any one herd. Herd prefix transfers may be approved by the Council of the Association at their discretion. Where a breeder wishes to apply for a herd prefix the appropriate fee should be included with the application form

Description of fees	Fee as at 1/1/2021 including VAT (Euro)
Herd prefix copyright fee	14.16

Herd prefix applications will be presented for approval by Council at the next scheduled Council meeting.

4. Breeders of the Association must make all payments due to the Association in the form of Direct Debit.

5. Breeders must permit that data relating to the genealogy and performance of their cattle may be communicated to and examined and processed by competent authorities in the field of livestock breeding, subject to Council approval, and that the Association be free to disseminate the results of this analysis as the Council see fit from time to time.

6. The Association shall have the right to maintain a computerised record of breeder's transactions with the Association and reserve the right to penalise breeders found to be in breach of procedures vital to the accurate maintenance and integrity of the breeding book of the Association.

7. The Association shall if they so desire, provide for Associate, Overseas or Commercial memberships. Associate, Overseas and Commercial membership is open to people who don't meet the criteria of a full member but who would like to receive Association annual publications to keep up to date with information on the breed.

8. It is a condition of participating in the breeding programme of the Association that all breeders undertake to partake in those elements of the Associations breed improvement programme that the Council from time to time deem compulsory.

9. Article 34(2)(c) of Regulation (EU) 2016/1012, states that "*c) it has adopted rules of procedure to ensure that breeding animals entered in breeding books by breed societies or registered in breeding registers by breeding operations, and the offspring produced from germinal products of such breeding animals, are entered or eligible for entry without discrimination on account of their country of origin, in the case of purebred breeding animals, in the breeding book of the same breed, or, in the case of hybrid breeding pigs, in the breeding register of the same breed, line or cross, maintained by that breeding body.*"

Breeding animals entered in breeding books by listed breeding bodies, and the offspring produced from germinal products of such breeding animals, are entered or eligible for entry without discrimination on account of their country of origin, in the case of purebred breeding animals, in the breeding book of the Aberdeen Angus breed maintained by the IAAA once such animals fulfil the criteria for entry into the IAAA herd book as outlined in the breeding programme.

Rights of breeders:

1. Breeders shall have the right to participate in the breeding programme of the Irish Aberdeen Angus Association where:

- (a) their animals are kept in the Republic of Ireland and approved EU geographical territories
- (b) their breeding animals are covered by the Irish Aberdeen Angus breeding programme.

2. Breeders participating in the Irish Aberdeen Angus breeding programme shall have the right

(a) to have their purebred breeding animals entered in the main section of the breeding book in accordance with the rules of the breeding programme,

(b) to participate in performance testing and genetic evaluation in accordance with the rules of the breeding programme,

(c) to be provided with a zootechnical certificate,

(d) on request, to be provided with up-to-date results of the performance testing and genetic evaluation for their breeding animals, where those results are available,

(e) to have access to all the other services provided in relation to the Irish Aberdeen Angus breeding programme where applicable.

(f) to become a member of the Irish Aberdeen Angus Association and therefore have the right to participate in the defining and development of the breeding programme in accordance with these rules of procedure by communication through the members of council any initiatives that may be considered beneficial to the breed for consideration

3. Breeders participating in the Irish Aberdeen Angus Association shall

(a) have the free choice in the selection and breeding of their breeding animals,

(b) have offspring descended from those breeding animals entered in the Irish Aberdeen Angus breeding book in accordance with the rules of the breeding programme,

(c) have ownership of their breeding animals' rights and obligations of the Irish Aberdeen Angus Association:

Rights of the Irish Aberdeen Angus Association:

1. As regards their breeding programme, the Irish Aberdeen Angus Association has the right to define and carry out such breeding programme autonomously for the Irish Aberdeen Angus Breed provided that they comply with Commission Regulation 2016/1012 and any conditions of their approval.

2. The Irish Aberdeen Angus Association shall have the right to exclude breeders from participating in a breeding programme where those breeders fail to comply with the rules of that breeding programme or with the obligations set out in these rules of procedure.

3. The Irish Aberdeen Angus Association shall have the right to exclude breeders from membership where those breeders fail to comply with their obligations set out in these rules of procedure.

4. The Irish Aberdeen Angus Association shall, without prejudice to the role of the courts, have a responsibility to settle disputes that may arise between breeders, and between breeders and the breed Association in the process of carrying out the Irish Aberdeen Angus breeding programme.

IAAA Herd Inspection policy:

The IAAA Council reserves the right to check selected herds. The owner will be given 48 hours oral notice of the visit by the Inspector. An owner with a genuine reason is allowed an extra 24 hours for the inspection, otherwise an owner cannot refuse admission to the Inspector unless in the most exceptional circumstances.

If a Breeder refuses to co-operate in allowing an inspection for up to 3 weeks, all calves in the herd under 3 months of age (at the time of the first notification) could be banned from all Association run events for life and the herd banned from all Association events for two years and no herd book certificates will be printed for that herd until an inspection takes place at the breeder's expense.

When an Inspector on inspection finds that any of the rules of the Association or breeding programme have been compromised, a letter will be sent to the breeder outlining the findings within 20 working days of the inspection which shall act as initial evidence of breach of the rules.

Appeals and Grievance Procedure

The breeder shall have the right to appeal any decisions taken by the Association. In addition, should any breeder feel that they have been mistreated, feels that the breeding programme or rules of procedure have been incorrectly followed and applied to their circumstance, or have a grievance against the Association the following steps shall be followed:

Stage 1

The breeder shall lodge in writing by email or post with the Breed Secretary their grievance that is required to be investigated. Should any breeder have a grievance with the Breed Secretary, or any actions that he /she has taken that they feel detrimental or prejudicial to either of them, the breeding programme or rules of procedure, the matter should be lodged to the President and the Senior Vice President for consideration. The breeder shall notify that they wish to invoke Stage 1 of the Appeal Process.

Any outcome from the investigation will be lodged on record and reported to, the breeder concerned, Council or sub committee of Council and any remedial action taken without delay.

Stage 2

If the matter has not been dealt with to the satisfaction of all parties, If the grievance is not resolved at Stage 1, or if a reply is not forthcoming from the Secretary within thirty days, the breeder(s) may request in writing that at their next Management Committee meeting or a sub-committee of at least 3 members of council (appointed by council), allow the breeder(s) is permitted to attend the meeting during the period that the grievance is being considered. The breeder(s) will be allowed to make an oral submission on the grievance. The Management Committee will then reconsider the issue and shall communicate its decision to the appellant within thirty days.

Stage 3

If the issue remains unresolved after Stage 2, the breeder(s) may request an independent hearing. The Management Committee shall grant such a hearing. Appeals at Stage 3 will be heard by an individual or group of individuals with appropriate expertise, agreed by both parties to the dispute. From the date of appointment of the person(s) hearing the appeal, the case will be heard, and the decision taken will be communicated to both parties within three months. The person(s) hearing the case will decide on the apportionment of costs, as appropriate.

Any dispute that remains unresolved after Stage 3 may be pursued by invoking provisions under the legal personality of the Society which are defined under the 1963 Companies Act. Details of these provisions can be obtained by contacting the Society Secretary.

Sanctions

On Misconduct of the rules by a breeder, and having considered any plea in mitigation, the council shall have the power to impose one or more of the following Sanctions:

- a) to give a breeder a verbal warning.
- b) to suspend a breeder from participating in all or such specified activities of the Association for a stated period or until conditions laid down are satisfied.
- c) to require a breeder to pay the Association's and/or any third party's expenses in relation to an appeal.
- d) to fine a breeder up to a maximum of €5,000 (or such other maximum amount as may be determined by the council from time to time and notified to the Members in the Association's Journal)
- e) to suspend a breeder from the Association for a stated period or until conditions laid down are satisfied
- f) to expel a breeder from the Association.