

# **AHIMSA FOUNDATION FOR CATTLE PROTECTION**

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## **RULES AND REGULATIONS**

All members of AFFCAP have understood and agree to follow the  
AFFCAP standards for cattle protection.

## **RULES AND REGULATIONS**

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## **1. MEMBERSHIPS**

- a. The Foundation shall have three (3) classes of members. Initiation fee, yearly membership fee and animal registration fees will apply to all members accordingly. (see fee schedule). The designation of such classes and the qualifications for membership of such classes shall be as follows:

### **i. Active members**

A natural person or society who is a registered member and has made full payment of the initiation fee and who is an owner of one or more AFFCAP registered cattle and who has registered, or had transferred, to his or her ownership any cattle within two (2) years is accepted as an active member, as long as the yearly membership fee has been paid up in full and they have passed the annual inspection. Active members have the right to apply for transfer of old, injured cattle to the Ahimsa Foundation Go-Sadhan at the discretion of the Board of Trustees or the Executive Secretary or to other AFFCAP registered Farms or Goshallas. An active member may be nominated as an Additional Trustee.

### **ii. Inactive members**

An active member who does not register or have transferred to his or her ownership any cattle for a period of two (2) years shall automatically become an inactive member. An inactive member shall again become an active member automatically upon registering or having transferred to his or her ownership any cattle as long as the yearly membership fee has been paid up in full and annual inspection performed.

### **iii. Honorary members**

The Board of Trustees may elect such persons as honorary members whose election, in its judgment, will enhance the efficiency, fortify the standing, or extend the usefulness of the Foundation. Such honorary members shall not be required to pay an initiation fee and shall neither be entitled to vote, register animals, nor hold office in the Foundation.

## **b. APPLICATION FOR MEMBERSHIP**

- i. Any person who is qualified for active membership may be registered upon submitting a written application in the form prescribed by the Board of Trustees. No person shall become an active member until he or she has paid an initiation fee as determined by the Board of Trustees and signed a statement agreeing to be bound by the Charter, Rules and Regulations and Cow Protection Standards of the Foundation.
- ii. An applicant for membership is required to submit an annual Application for Certification detailing husbandry practices and make available their facilities for inspection by an AFFCAP certified inspector.

## **c. CESSATION OF MEMBERSHIP**

- i. All interests and privileges of a member in the Foundation shall cease with his or her death, resignation, or expulsion from the Foundation. However, the legal representative of any deceased member may within one year from the date of death of such member, register in the name of the deceased member's estate or farm or business entity, cattle owned by such estate, at member's rates.
- ii. A member of the Foundation in good standing may withdraw from membership by giving to the Executive Secretary a notice in writing. There will be no refunds of any fees received by the member upon cancellation.

## **d. LIABILITIES OF THE MEMBERS**

- i. Any person, including any individual, corporation, partnership, association or other entity, and including any member of the Foundation shall be deemed to have breached a duty owing to the Foundation and may be censured, suspended or expelled from membership in the Foundation, and denied privileges of the Foundation including, without limitation, the privilege of registering and recording change in ownership of Cattle on the records of the Foundation. Any sanctions authorized may be imposed subject to terms and conditions deemed appropriate by the Executive Secretary or the Board of Trustees. Breach of duty includes but is not limited to:

- \* Who violates the Charter, Rules and Regulations or the Standards of Cow Protection of the Foundation;
  - \* Whose practices in maintaining herd records, or supplying information to the Foundation are such as to impair the reliability of the Foundation's records;
  - \* Who holds or manages a public sale of Cattle outside of the Active Members of the Foundation or consigns Cattle to such a sale and who violates the procedures and practices prescribed by the Rules and Regulations or by the Board of Trustees with respect to such sale.
  - \* Who violates any public law relating to Cattle or the pedigree registration or transfer of purebred animals.
  - \* Who fails to co-operate with the Executive Secretary or other representatives of the Foundation in the course of an investigation or proceeding hereunder or fails to answer completely, truthfully and in a timely manner, all requests for information received from the Executive Secretary or other representatives of the Foundation.
  - \* Whose conduct may otherwise endanger the good order, welfare or credit of the Foundation.
- ii. The Executive Secretary shall investigate all complaints or other information received by the Foundation concerning the conduct or activities of any person, or the record of any animal, that in the opinion of the Executive Secretary may involve a breach of duty described in Sec. 1 hereof. If the Executive Secretary concludes that the results of the investigation should receive further consideration, the Executive Secretary shall prepare a formal statement of charges describing the breach of duty and shall forward the statement of charges to the Managing Trustee.
- iii. If the Managing Trustee or Executive Secretary determines, in his or her sole discretion that the Executive Committee should consider the charges, he or she shall order a hearing on the charges before the Executive Committee.
- \* Hearings shall be held at a time and place determined by the Executive Secretary. Notice of the time and place of any hearing shall be given by the Executive Secretary not less than thirty days prior to the date set for the hearing to each person charged with a breach of duty. The notice shall be accompanied by the statement of charges signed by the Executive Secretary, a copy of the Charter and Rules & Regulations of the Foundation, and any procedural rules adopted by the Board of Trustees. Copies of the notice and statement of charges shall be mailed to each Trustee.
- \* Hearings shall be conducted in accordance with rules of procedure adopted by the Board of Trustees. Any person entitled to notice of a hearing and, in the discretion of the Managing Trustee, any other person having an interest in the matter, shall have the right to appear at the hearing in person, to represent themselves, and to give testimony and offer witnesses, affidavits, documents and other evidence. The Executive Secretary shall have the burden of proving the charges by a preponderance of the evidence.
- \* As soon as practicable following a hearing, the Executive Committee shall render its decision on the charges and shall impose any sanctions, and take any such other action, as it may deem appropriate, or the Executive Committee may dismiss the charges or order a further investigation and rehearing. The findings of fact and decision of the Executive Committee shall be reduced to writing, and the Executive Secretary shall promptly give notice of the Executive Committee's decision to each person who is entitled to notice of the hearing and to each Trustee.
- iv. Any decision of the Executive Committee may be appealed to the Board of Trustees by any person who appeared and participated in the hearing including the Executive Secretary.
- v. The Board of Trustees may hear and decide the appeal. Their written notice of an appeal must be mailed, postage prepaid, by certified mail, return receipt requested, to the Executive Secretary within thirty days after the notice of the decision.
- vi. Hearings on appeal shall be held at a time and place determined by the Executive Secretary. Not less than thirty days prior to the date of the hearing on appeal, the Executive Secretary shall give notice of the time and place of the hearing to each Trustee and to any person who is entitled to notice of the hearing.
- vii. The appeal shall be decided on the basis of the records of the Executive Committee proceedings and the arguments of the parties who participated in the hearing. No additional testimony or other evidence shall be introduced or received in connection with the appeal.
- viii. As soon as practicable after the conclusion of the hearing on appeal, the Board of Trustees shall render a decision on the issues presented by the appeal. The Board of Trustees may affirm, reverse

or modify any decision of the Executive Committee, including reducing or increasing any sanctions imposed, or other actions taken, by the Executive Committee, or may order a rehearing. The decision of the Board of Trustees or special committee shall be reduced to writing, and the Executive Secretary shall promptly give notice of the decision to all parties who participated in the appeal.

ix. All decisions of the Executive Committee or the Board of Trustees to impose sanctions on any person shall be taken by the affirmative vote of a majority of the members of the Executive Committee or the Board of Trustees, as the case may be.

x. Whenever, in the judgment of the Executive Secretary, the best interests of the Foundation so require, any or all privileges of any person may be suspended by the Executive Secretary with the written concurrence of the Managing Trustee, or such privileges may be suspended by the Executive Committee, pending the results of any investigation or the final disposition of any charges of breach of duty to the Foundation.

xi. When any person has been denied privileges of the Foundation or censured, or suspended or expelled from membership, the fact thereof and the reasons for such action shall be publicly announced through a publication of the Foundation.

xii. Any notice permitted or required to be given by the Executive Secretary shall be deemed to be given when mailed, postage prepaid, by certified mail, return receipt requested, addressed to the person for whom it is intended at the address of such person in the files of the Foundation or at an address which the Executive Secretary has reason to believe will bring the notice to the attention of such person.

xiii. The sole official record of all appeal proceedings shall be produced in a manner approved by the Board of Trustees. Copies of the record shall be made available to any party to the proceedings upon payment, in advance, of the reasonable costs thereof.

xiv. Any action at law or in equity or other judicial proceeding instituted or prosecuted by a member or by an applicant for membership against the Foundation or by a member on behalf of, or in the right of, the Foundation, and any action against the Foundation by a non-member relating to registration or transfer of any animal or otherwise relating to privileges of the Foundation, shall be instituted and prosecuted only in the courts, central or state, within whose jurisdiction the principal office of the Foundation is located. Each such member, applicant for membership or non-member hereby waives the right to a change of venue in any action at law or in equity or other judicial proceeding in which he or she is a party, whether plaintiff or defendant.

## **2. MEETINGS**

a. The annual meeting of the Foundation shall be held during the month of June each year unless the Board of Trustees shall call the meeting for a different month, at such place within or without the State of Rajasthan and at such time as the Board of Trustees shall designate. The date and location of the annual meeting shall be published on the AFFCAP website ([www.affcap.org](http://www.affcap.org)) not less than ninety days before the date of the meeting. Notice of the annual meeting shall be sent by post, email or courier, to eligible members at their addresses as shown on the record of members, not less than thirty nor more than fifty days before the date of the meeting.

b. The Board of Trustees may call, and the Managing Trustee upon the written request of ten percent of the active members shall call special meetings of the Foundation, subject to the following conditions: (a) such meetings may be held within or without the State of Rajasthan, (b) notice of such meetings shall be sent by post, email or courier, to all eligible members at their addresses as shown on the record of members, not less than thirty nor more than fifty days before the date of the meeting, and (c) only business set forth in the notice of the meeting shall be transacted at such meetings.

## **3. CATTLE REGISTRATION**

a. Any member, either natural person, a farm or a business entity approved by the Board of Trustees, and at the discretion of the Board of Trustees or the Executive Secretary, may register or record change of ownership of Cattle. Every member making application for registration or transfer of cattle or otherwise in any way whatsoever availing himself, herself, or itself of any of the privileges of the Foundation, shall be considered to have subjected himself, herself, or itself completely and

without reservation to the terms, provisions, conditions and restrictions of the Charter, Rules and Regulations and Cow Protection Standards of the Foundation.

#### **4. APPLICATION OF RULES & REGULATIONS**

a. These Rules and Regulations relating to entries and transfers in the Herd Record and the fees and penalties provided therein, together with all amendments thereto and modifications thereof shall be binding upon all members of the Foundation availing themselves of the privileges of the Foundation including, without limitation of the generality of the foregoing, applying for entries or transfers in the Herd Record shall, as a condition thereof, agree to be, and shall be, bound by all applicable provisions of the Charter, Rules and Regulations and Cow Protection Standards of the Foundation. All fees, fines, and penalties imposed pursuant to the Charter and said Rules and Regulations shall be considered an indebtedness legally incurred pursuant to contract between members and the Foundation.

#### **5. ORDER OF BUSINESS**

a. The order of business of all meetings of members and Trustees shall be established by the Board of Trustees.

#### **6. EMPLOYEES**

b. The Executive Secretary shall have authority to hire and discharge employees and fix their compensation.

#### **7. FISCAL YEAR**

a. Until otherwise provided by the Board of Trustees, the annual fiscal period of the Foundation shall terminate on the thirty-first day of March in each year.

#### **8. BILLS AND VOUCHERS**

a. Payrolls and all evidences of indebtedness contracted by or under the direction of the Executive Secretary shall be approved by him or by such persons as he may designate for the purpose, and shall be paid by the Treasurer upon presentation thereof. Vouchers for administration expenses and other expenditures which have been authorized by the Board shall be paid by the Treasurer upon presentation thereof.

#### **9. BUDGET**

a. The Board of Trustees, prior to the expiration of the fiscal year, shall make up a budget of expenditures for the next ensuing fiscal year, which budget shall be adhered to as to total expenditures for all purposes during such year, unless modified by the Board of Trustees from time to time during the fiscal year.

b. Prior to each annual meeting, the accounts of the Foundation shall be examined by a firm of certified public accountants approved by the Board of Trustees, which shall make a report thereof to the Board of Trustees, which report shall include financial statements of receipts and disbursements and a balance sheet, together with such other reports as are necessary fairly to present to the Board of Trustees the true and accurate financial condition of the Foundation, all of which shall be certified. A summary of said report shall be submitted to the members of the Foundation at each annual meeting.

#### **10. REGISTRATION OF CATTLE**

##### **a. ANIMALS ENTITLED TO REGISTRATION**

i. Animals whose owners have become Active Members of the Foundation and have agreed to follow the Charter, Rules and Regulations and Cow Protection Standards of the Foundation.

**b. ARTIFICIAL INSEMINATION**

i. All animals born as a result of artificial insemination shall be eligible for registration in the Herd Record, provided the artificial insemination is in conformity with Rules and Regulations and the Standard for Cow Protection, established by the Board of Trustees of the Foundation.

**c. OWNERSHIP**

i. Ownership of animals may be recorded in the name of a natural person, a farm, or business entity approved by the Board of Trustees.

**d. PRO-FORMA REGISTRATION**

i. In the event of a failure or refusal of an owner of an animal to execute an Application for Registration, then the Board of Trustees, acting upon evidence satisfactory to it, may, in its sole discretion, instruct the Executive Secretary to register the animal without the signature of the breeder.

**11. THE HERD RECORD**

**a. PROTECTION OF THE HERD RECORD**

i. It shall be the duty of each member registering animals in the Foundation's Herd Record to keep, accurately, on forms designed for such purpose, a complete and consecutive record for each animal in the herd, showing date of service, and name and number of animal served, name of sire used, date of calving, sex of calf and ear tag number. Such records shall be kept for a period ending one year after the date on which the animal leaves the herd.

**b. VERIFICATION OF RECORDS**

i. The Executive Secretary may, upon notice to the owner investigate or cause to be investigated, examined, identified, or blood-typed, any animal or herd of registered animals and may examine the breeding and herd records maintained for the purpose of verifying applications both for memberships and registration of animals, or for the purpose of verifying records on file in the Foundation office, or for the purpose of investigating any other matters in which the Foundation may be interested.

**c. RECORD OF CHANGE OF OWNERSHIP**

i. Every change in ownership of a registered animal shall be promptly recorded with AFFCAP by the seller, in order that progeny of the animal may be registered and subsequent changes in ownership recorded.

ii. Any change in ownership that will also require a change in the name of the recorded owner on the registration certificate must be reported immediately to the Foundation on an application, completed in every detail including without limitation of the generality of the foregoing: (1) new owner's name and address; (2) date of sale; (3) if the animal is female, whether or not she has been served and, if served, the date of the service and the name and registration number of the service bull, together with the proper fee.

iii. Open Transfers (defined to be applications for transfer which do not include the names of the buyers of the animals) are condemned and declared to be in violation of these Rules and Regulations and the principles of Cow Protection as laid down by AFFCAP and subject to disciplinary action of the Board of Trustees. Animals may only be sold to AFFCAP Members. All transfer fees are to be paid by the seller of an animal.

iv. Any partial or total change in the ownership of a farm or business entity listed as the recorded owner of a registered animal shall be promptly reported to the Foundation in a letter signed by the Officer or Agent authorized to sign for the farm or business entity. The Board of Trustees may determine by Rules and Regulations when and under what circumstances the change in ownership of the farm or business entity requires payment of fees and the amount thereof.

v. In the event of a failure or refusal of the seller of an animal to give an application for the recording of change in ownership, then the Board of Trustees, acting on evidence satisfactory to it, may, in its sole discretion, instruct the Executive Secretary to record the change in ownership of the animal without the signature of the seller.

vi. If the Board of Trustees shall determine that a record of change in ownership is incorrect in any material respect, the Board of Trustees shall cancel the record of change of ownership.

## **12. SUPPLEMENTAL RULES AND REGULATIONS**

a. The Board of Trustees shall, by resolution, establish supplemental Rules and Regulations for the registration and transfer of animals, including, without limitation of the generality of the foregoing, the establishment of fees and charges, fines and penalties, the registration of ownership in the name of a business entity other than a natural person, and any other Rules and Regulations which it considers to be in the best interests of the Foundation. All Rules and Regulations established by the Board shall become effective upon adoption of the resolution establishing the same and shall be published in the next available issue of the AFFCAP Journal.

b. The Rules and Regulations may be altered or amended by a three-fourths vote of the members of the Board of Trustees and such amendments shall become effective on an interim basis on the fifteenth day after such vote. Such alteration or amendment shall become permanent, subject to later amendment, if the same is confirmed by a majority vote of the Board of Trustees voting at the next succeeding Trustees meeting.

## **13. RESPONSIBILITY OF THE FOUNDATION**

a. A certificate of registration or change in ownership is based on statements contained in the application and neither AFFCAP nor any Officer, Trustee, Employee, or Agent, thereof, shall be liable for any error contained in any certificate resulting from a false or erroneous application, or for any damages caused by such error, or for damages caused by striking any animal from the Herd Record.

## **14. BREED IMPROVEMENT PROGRAMS**

a. The Board of Trustees, by resolution, shall establish such programs designed to improve, promote and protect the purity of the Deshi Breeds in India, as it considers necessary.

b. Participation in the Foundation's programs is a privilege and participation in such programs, acceptance of test results for official production, type-ratings, and or any of the foregoing, may be denied to any member at the sole discretion of the Board of Trustees.

## **15. HERD RECORD**

a. Each Individual Farm shall maintain a complete set of all animal's records that shall be placed in a permanent file and properly indexed. This file shall be known as the "Farm Herd Record"

b. AFFCAP will assemble the Farm Herd Records into a collective database entitled the "National Herd Record."

c. Information for each AFFCAP registered animal includes:

i. Owner's name and address.

ii. An ear tag which includes owners one to four letter farm identification.

iii. The animal's permanent private herd number and year letter designation, date of birth, sex, sire and dam with registration numbers.

iv. Copies of applications for transfer of title and other incidental records or documents.

v. Animal's color and indication of body markings.

vi. Animals Breed. Mixed or Pedigree.

vii. Animal's name.

viii. Suffix – Year/Letter Designation:

\* Every animal ear tagged shall have the International Year/Letter Designation included.

\* The year letter will indicate the year of the animal's birth. 1997 or earlier shall be letter A and continue in order. See the following chart:

* 1997 – A	2008 – L	2019 – W
* 1998 – B	2009 – M	2020 – X
* 1999 – C	2010 – N	2021 – Y
* 2000 – D	2011 – O	2022 – Z
* 2001 – E	2012 – P	
* 2002 – F	2013 – Q	
* 2003 – G	2014 – R	
* 2004 – H	2015 – S	
* 2005 – I	2016 – T	
* 2006 – J	2017 – U	
* 2007 – K	2018 – V	

All of the above in accordance with the Rules governing entries herein, and all subsequent transfers of ownership of animals so registered.

## 16. STANDARDS FOR REGISTRATION

No registrations can be processed except on one of the official AFFCAP registration forms. The application must include:

- The AFFCAP registration number of the animal.
- Pedigree of the animal, whether Full-blood, Purebred or Mixed Breed must be mentioned.
- Breed percentages are to be listed as  $\frac{1}{4} = 25\%$ ;  $\frac{1}{2} = 50\%$ ;  $\frac{5}{8} = 62.5\%$ ;  $\frac{3}{4} = 75\%$  and  $\frac{7}{8} = 87.5\%$

Refer to [www.affcap.org](http://www.affcap.org) to compute offspring breed percentages

d. In case of Pedigree.

### FULL-BLOOD CATTLE (100%)

i. Full-blood registry shall extend to and be available to all males and females provided that:

- \* Both sire and dam are registered in the Herd Record as being registered Full-blood (both parents are 100% of specified breed).
- \* Animal was born at a government research center and accompanied by its breeding record.
- \* Full-blood status verified by DNA testing.
- \* The cattle are permanently identified by ear tag with the owner's farm identification letters, and the animal's herd number.

### PURE-BLOOD CATTLE (>87.5% - <100%)

Purebred registry shall extend and be available to all males and females provided that:

- \* Either sire or dam is registered in the Herd Record as Full-blood and other parent is registered as Pure-blood.
- \* Both sire and dam are registered in the Herd Record as Pure-blood Cattle.
- \* The Cattle physical qualities have been checked for Pedigree by a representative of the Executive Secretary.
- \* The cattle are permanently identified by ear tag with the owner's farm identification letters, and the animal's individual private herd number followed by a year/letter designation indicating the year of birth.

### MIXED BREED CATTLE

#### PERCENTAGE BREEDS (>25% - 87.5%)

\* Percentage registry shall be extended to all males and females having physical traits more than  $\frac{1}{4}$  and less than  $\frac{7}{8}$  Pure-blood of any breed on females and  $\frac{15}{16}$  Pure-blood of any breed on males, this to be decided by an agent of the Executive Secretary. To be eligible for registration, each individual case must conform to the Rules and Standards set forth by AFFCAP.

\* To be eligible for registration as Percentage Pedigree, an animal has to be the progeny of a registered AFFCAP sire or dam.

\* All progeny resulting from the percentage mating will be registered to the nearest 1/8 fraction. Animals whose percentage of Pure-blood falls between the basic fraction will be registered at the nearest lower 1/8 fraction

**CROSS BREEDS (<25%)**

- \* All other cattle will be considered Cross Breed Cattle.
- \* Offspring arising from a Full-blood or Pure-blood parent and a registered Full-blood or Pure-blood parent of another breed will be registered as Mixed Breed.
- \* Cross Breeding is discouraged by AFFCAP and re-establishment of the natural Deshi Breeds of India is a priority.

**17. TAGGING REQUIREMENTS**

- a. All animals must be identified with AFFCAP ear tags.
- b. Identification is composed of a Farm ID, which is the three letter designated as the owners farm letters plus the animal’s individual number.
- c. The location of ear tags should be noted. Year/letter which designates the year of birth must also be included as part of the I.D.

The proper sequence is as follows:

- i. A. FARM ID (Owners Farm Letters)
- ii. B. INDIVIDUAL ID (Animal Number)

Farm Identification	Individual Animal Number
3 letters	4 numbers

e. Example: SKG0108

i. Farm ID - Owners Farm Letters:

- AFFCAP will allot a three letter Farm ID prefix and the individual cow protection facility needs to assign a four digit serial number for each animal.
- Each animal is required to be assigned a letter designating the year of birth. However, this letter will not be affixed to the ear tag but noted on the Application for Animal Registration.
- If no registration dues are paid for five years and no cattle are registered using the Farm ID for five years, the prefix will be forfeited to AFFCAP and reassigned to another breeder.
- In the case of a full herd sale to one purchaser the Farm ID letters may be transferred upon written consent of the previous owner. Only one set of Farm ID letters will be assigned per member.

ii. Individual ID- Animal Number:

- Every animal must be ear tagged with its own individual number.
- No two animals within a herd can have the same number.

**18. PERFORMANCE DATA**

- a. It is recommended to record weaning and yearling weights on bulls and heifers.
- b. Daily milking records must be kept for each lactating female in the herd, the yearly lactation period and amounts should be recorded.
- c. No estimated or taped weights should be used, only those taken on scales.
- d. Discovery of improper weighing procedures will result in disqualification of performance records from that farm for the past year.
- e. Weight ratios for Pedigree animals must be compared to those of the same breed.

**19. OWNERSHIP (ALL ANIMALS MUST BE AFFCAP REGISTERED)**

a. Ownership of Bulls

- i. An owner does not have to own any interest in the bull in order to register his progeny.

- b. Ownership of Females
  - i. Only the owner of a female at the time that she was serviced is eligible to register the progeny unless the female was sold and the subsequent owner obtains the previous owners signature on the application for registration.
  - ii. In cases of multiple ownership of females, all owners are eligible to register progeny from the female under the same procedure with only one registration per resulting progeny.
- c. Multiple Bulls
  - i. In cases of exposure to more than one bull, DNA or Blood Typing is required to determine correct sire. If no bull is acceptable, registration will be of mixed breed.
- d. Progeny from Artificial Insemination
  - i. Registration will be accomplished under the same requirements whether the individual to be registered is the result of artificial insemination or of natural service.
  - ii. A permanent blood type or DNA typed record of identification of all bulls used in artificial insemination must be on file with AFFCAP before their progeny will be eligible for registration as Pedigree.
- e. Calves of Multiple Births
  - i. Calves involved in multiple births must be indicated as a twin, triplet, etc., on the application for registration. Eg: SKG 108 A TWIN & SKG 109 A TWIN.
  - ii. In the case of twins of opposite sex, the female (a possible freemartin) cannot be registered as Pedigree until she is proven to be fertile or until blood or DNA typing proves her to be normal. Until such time she will be registered as mixed breed.
- f. Progeny from Embryo Transplants
  - i. All embryo donors and bulls must be blood or DNA typed with copies to AFFCAP.
  - ii. Calves resulting from embryo transplants will be registered under the same requirements as calves resulting from natural service or artificial insemination. However, they must have the suffix E.T. added at the end of their name, e.g. SKG 108 A E.T.
- g. Names of animals
  - i. The names of animals shall not exceed 32 letters, numbers, and/or spaces.
  - ii. There can be no duplicate names.
  - iii. Names cannot be changed unless approved by the Executive Secretary and a fee paid to the Foundation.
- h. Color Codes
  - i. Color may be coded for identification purposes:
 

* WH = white:	MW = medium white;	GR = grey;
* M = mixed;	OC = off colored:	BR = brown;
* BL = black:	RD = red:	SP = speckled:
* BW = black/white:		BG = black gray:

## **20. BLOOD OR DNA TYPING REGARDING PEDIGREE**

- a. The Executive Secretary, with cause, may investigate or cause to be investigated, examined, identified, by blood or DNA type, any animal or herd of registered cattle and may examine the breeding and herd records maintained for the purpose of verifying applications and records on file in his office or for the purpose of investigating other matters in which the Foundation may be interested.
- b. If it shall be found that such and animal has been improperly registered, the Executive Secretary shall cause the registry to be changed and take other steps or measures as in their judgment may require, subject, however, to an appeal to the Board of Trustees either by the owner of said animals or by any person financially interested in maintaining its registry or by any two Members of the Board.

- c. Where Pedigree Parentage is questioned by AFFCAP, blood and/or DNA typing will be required. The Foundation will not stand the cost. In other voluntary cases, the applicant will also pay the blood or DNA typing fee. (An example would be a bull for use for artificial insemination). Blood typing must be processed at the serology laboratory approved by the Board of Trustees.
- d. A permanent blood typing or DNA record of identification of all bulls used in artificial insemination and donor females used in embryo transfer must be on file with AFFCAP before their progeny will be eligible for registration as Pedigree.

## **21. TRANSFER OF ANIMALS**

- a. Every change of ownership of a registered animal must be entered as a transfer with the AFFCAP office.
- b. Applications for transfer shall be signed by the seller and submitted to the AFFCAP office for processing.
- c. Every application for the transfer of an animal shall be taken as a guarantee that the animal is as represented and that all matters stated on the application are true, complete, and correct.
- d. The transfer application will be part of the registration update process.
- e. The transfer application must give the printed name and address of the new owners(s) and the date of sale.
- f. Application for Transfer of a Registered Female must include:
  - i. Whether the animal is pregnant or not.
  - ii. If pregnant, the application must contain the service date and registration number of the sire. The data will allow the new owner to register the resulting progeny in their name and will list the seller as the breeder.
- g. Application for transfer of a registered female with calf at side: The calf at side must be registered by the seller or the seller must furnish the purchaser, at the time of sale, with an application for registration of the calf so sold, duly filled out and signed, in order that the purchaser can complete registration of the calf. The seller should bear the expense. This data will allow the new owner to register the resulting offspring while listing the seller as breeder.
- h. A transfer of registration in the records of the Foundation shall not be construed as the conveyance of legal title by the Foundation. The Foundation shall in no way be involved in, or assume liability for the purchase, sale, or term of sale of registered animals or the passage of legal title thereto.
  - i. In case of a change of ownership, it shall be the duty of the owner to file with AFFCAP the application and to pay the fee.

## **22. FEES**

- a. REGISTRATION FEES
  - i. Registration fees are based on date of postmark, indicating date mailed by applicant. Transfer fees are based on the date of sale. If the correct fee does not accompany the application, or prior payment has not been made, the sender is notified of the unpaid balance. If the payment is not received within thirty (30) days, all material is returned to the applicant. In any event, no applications are processed until each transaction is paid in full.
  - ii. It is the policy of AFFCAP that the seller will pay the registration and transfer fees.
  - iii. Fees may be changed at the discretion of the AFFCAP Board of Directors:
- b. MEMBERSHIP FEES
  - i. A one-time Initiation Fee will be applicable to all first time registrations as a member of AFFCAP. (See fee schedule)
  - ii. There will be a yearly membership fee applicable to all active and non-active members. (See fee schedule)

iii. All yearly membership fees are due and payable up to January 15 of each calendar year. Membership privileges will be lost after that date but will be automatically reinstated upon payment of all outstanding fees.

c. CATTLE TRANSFER FEES

See fee schedule.

d. ADDITIONAL SERVICE FEES

See fee schedule.

e. UNCONDITIONAL DONATIONS ARE ACCEPTED BY THE FOUNDATION

f. NO SERVICES WILL BE RENDERED BY AFFCAP until outstanding debts and obligations are paid in full.