

REGULATIONS

THE SHORTHORN SOCIETY OF AUSTRALIA LTD

T/A SHORTHORN BEEF

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1. INTRODUCTION

- 1.1. These Regulations shall take effect from 12th April 2019.
- 1.2. These Regulations may be amended from time to time at the discretion of the Shorthorn Board by a vote of the majority of Directors.
- 1.3. The most recent copy of the Regulations shall be presented at all times on the Shorthorn Beef website www.shorthornbeef.com.au under Member Forms.
- 1.4. As of 12th April 2019, the Shorthorn Beef Herdbook database will be considered to be correct and true unless otherwise proven. Following this date all animals registered must fulfill all the requirements listed in the Regulations to maintain the integrity of the Herdbook.

2. REGISTRATION OF STUD PREFIX AND TATTOO

- 2.1. Only Honorary Life Members, Ordinary Members and Youth Members are entitled to register their own stud and cattle.
- 2.2. Members must record with the Shorthorn Society a unique Stud Prefix. The Stud Prefix is to be no more than 15 letter spacings and may not resemble the Stud Prefix or membership name recorded by any other Member.
- 2.3. The Stud Prefix is to precede the animals name in the animals registration certificate.
- 2.4. Members and their immediate family who are each the individual Owners of registered cattle may at the discretion of the Board be permitted to register cattle under the same Stud Prefix provided each Owner is an appropriate Member of the Shorthorn Society and has a separate Tattoo Brand.
- 2.5. If a Stud Prefix is not sold at a dispersal sale, there can be no registrations under that Stud Prefix for the next five years without the Boards written consent.
- 2.6. The Board may at its discretion decline to register any Stud Prefix that it deems to resemble any other Breeders Stud Prefix or the Board deems to be misleading.
- 2.7. Members must record with the Shorthorn Society a unique Tattoo Brand. The Tattoo Brand is to be no more than 3 letter spacings and may not resemble the Tattoo Brand recorded by any other Member.
- 2.8. The Tattoo Brand is to precede the animals unique identification number in the Animals Identifier.
- 2.9. The Board may at its discretion decline to register any Tattoo Brand that it deems to closely resemble any other breeders Tattoo Brand.

3. REGISTRIES

3.1. SHORTHORN Herd Book Register (HBR)

- 3.1.1. The Shorthorn Herd Book Register (HBR) is provided for the registration of animals that are the progeny of a sire and a dam each of which are also recorded in the HBR or in some other register approved for the purpose of the Shorthorn Society.

3.2. Shorthorn Foundation Animal Register (SFA)

- 3.2.1. The SFA Register encourages the introduction of commercial purebred Shorthorn animals considered to be of a special value to the breed.
- 3.2.2. Foundation animals may be registered upon the Breeder completing the SFA Introduction application form and payment of the prescribed fee.
- 3.2.3. The Foundation animal registered shall carry the suffix 'SFA' and will always remain on the SFA Register.
- 3.2.4. The progeny of a Foundation female shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 1st Generation SFA provided the sire of the 1st Generation SFA is registered in the Herd Book Register. If the sire of the 1st Generation SFA is Registered in the SFA Register, then the progeny will be designated as a Foundation animal.

- 3.2.5. The progeny of a 1st Generation SFA female shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 2nd Generation SFA provided the sire of the 2nd Generation SFA is registered in the Herd Book Register. If the sire of the 2nd Generation SFA is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.6. The progeny of a 2nd Generation SFA female shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 3rd Generation SFA provided the sire of the 3rd Generation SFA is registered in the Herd Book Register. If the sire of the 3rd Generation SFA is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.7. The progeny of a 3rd Generation SFA female shall be registered in the Shorthorn Herd Book Register and shall carry the suffix HBR provided the sire is registered in the Herd Book Register. If the sire is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.8. The progeny of a Foundation male shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 1st Generation SFA provided the dam of the 1st Generation SFA is registered in the Herd Book Register. If the dam of the progeny is Registered in the SFA Register, then the progeny will be designated as a Foundation animal.
- 3.2.9. The progeny of a 1st Generation SFA male shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 2nd Generation SFA provided the dam of the 2nd Generation SFA is registered in the Herd Book Register. If the dam of the progeny is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.10. The progeny of a 2nd Generation SFA male shall be registered in the SFA Register and shall carry the suffix SFA and shall be designated as the 3rd Generation SFA provided the dam of the progeny is registered in the Herd Book Register. If the dam of the progeny is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.11. The progeny of a 3rd Generation SFA male shall be registered in the Shorthorn Herd Book Register and shall carry the suffix HBR provided the dam is registered in the Herd Book Register. If the dam is Registered in the SFA Register, then the progeny will be designated as the lowest generation count of either the sire or dam.
- 3.2.12. An SFA registered animal may be upgraded to HBR on receipt by the Shorthorn Society of an Application to Upgrade SFA to HBR form and payment of the prescribed fee.
- 3.2.13. Only a 2nd or greater generation animal may be eligible to enter Royal Shows or Shorthorn Beef sponsored Sales.

3.3. Shorthorn Commercial Register (SCR)

- 3.3.1. The Shorthorn Commercial Register (SCR) is provided for the registration of commercial Shorthorn animals for the purpose of submitting performance, pedigree and genomic data into the Shorthorn Beef International Genetic Solutions evaluation.
- 3.3.2. Base Females are recorded with the Breeders Tattoo Brand and a unique 4 character alpha-numerical identifier. Birth year and breed content must be known. Actual Birth dates & sire identification information will improve the accuracy of genetic evaluation.
- 3.3.3. Progeny will be registered as SCR and carry the 'SCR' Suffix regardless of the Registration level of the sire.
- 3.3.4. No entire male progeny may be registered in the SCR and must be castrated by 7 months of age.

3.3.5. Herd Inventory for SCR females will be sent to all applicable members and must be returned by the due date. "Active" females between 12 months and 2 years of age will be invoiced upon receipt of completed Herd Inventory forms.

3.3.6. SCR females may be upgraded to SFA upon completing the SFA Introduction Application form signed by the Registered Owner.

3.4. Shorthorn Multibreed Register (MBR)

3.4.1. The Shorthorn Multibreed Register (MBR) is provided for the registration of Shorthorn influenced animals and animals not of Shorthorn parentage and that are not eligible to be recorded in any other register.

3.4.2. Base Females are recorded with the Breeders Tattoo Brand and a unique 4 character alpha-numerical identifier. Birth year and breed content must be known. Actual Birth dates & sire identification information will improve the accuracy of genetic evaluation.

3.4.3. Once herd inventory fee has been paid for an MBR female her progeny will be registered as MBR and carry the 'MBR' suffix.

3.4.4. Once an MBR animal achieves fullblood status (15/16th) then it will be upgraded to the Herd Book Register

3.4.5. At all times the Shorthorn Society reserves the right to nominate the percentage of Shorthorn blood an animal or animals may represent, whether containing a pure breed or percentage breed status.

4. REGISTRATION OF ANIMALS

4.1. The Shorthorn Society shall maintain a number of Registers for the recording of Shorthorn and Shorthorn influenced cattle. These include the Herd Book Register (HBR), the Shorthorn Foundation Animal Register (SFA), the Commercial Register (SCR) and the Multibreed Register (MBR).

4.2. The recorded Registered Owner or Lessee of the dam at the date of the animal's birth shall be designated as the Breeder of that animal.

4.3. Only the Breeder, or an authorised signatory of the Breeder's membership, may be eligible to apply for registration of an animal under the Breeders Stud Prefix and Tattoo Brand.

4.4. Animals shall only be eligible for registration provided;

4.4.1 The Member is a current financial Honorary Life, Ordinary or Youth Member of the Shorthorn Society.

4.4.2 If born in Australia be the progeny of a sire and dam each of which is registered with the Shorthorn Society.

4.4.3 The dam of the animal was "active" on the date of the animal nominated joining or if the Registered Owner has requested the dam be reactivated and any prescribed reactivation fee has been paid.

4.4.4 The sire has a verified DNA profile suitable for parent verification stored at the Shorthorn Society.

4.4.5 In the case of Embryo Transfer calves, that the donor dam has a verified DNA profile suitable for parent verification stored at the Shorthorn Society.

4.4.6 The eligible registration level of a calf shall not be higher than the eligible level of registration of either the dam or sire.

4.4.7 No Dam may have two progeny registered within 10 months of calves date of birth unless the calves are recorded as either multiple births or by ET.

4.5. Applications for registration shall be submitted by the Breeder, or the Breeders authorised signatory, using an approved format only and specifying all required information necessary for the registration of each animal.

4.6. The Breeder will supply a unique Animal Identifier for each registration. The Identifier to include the Breeders Tattoo Brand and the prescribed year letter relating to the animal's birth year.

4.7. Applications for registration must occur within 12 months of the animal's date of birth. Applications for registration of animals over 12 months of age may be accepted upon application of registration

and payment of any prescribed late registration fee.

- 4.8. An animal may be refused registration if of a colour or showing markings that are foreign to the Shorthorn breed or if it shall not conform to the ordinary requirements of the breed as determined by the Board.
- 4.9. No calf bred by natural service may be registered to a Tattoo Brand or Stud Prefix that is different to the Tattoo Brand or Stud Prefix of the Registered Owner of the sire unless prior approval for registration has been received by the Shorthorn Society from the Registered Owner of the sire.
- 4.10. A numbered four generation certificate shall be issued either electronically or by hard copy by the Shorthorn Society for each animal upon its being registered with the Shorthorn Society. Additional paper copies of the animal's registration certificate shall be available to the Registered Owner upon request and payment of any prescribed fee.
- 4.11. Twins or calves from multiple births are eligible for registration providing that all other registration requirements are met and the application for registration states that each animal is of a multiple birth using the designated registration codes.

5. PERMANENT IDENTIFICATION

- 5.1. Every animal submitted for registration shall, within 6 months of age have one form of permanent identification applied, with a second form of permanent identification applied by 18 months of age.
- 5.2. Forms of permanent identification are;
 - 5.2.1. Animal tattooed with the Tattoo Brand of the Breeder, the prescribed year letter of the animal's birth and the animal's unique Animal Identification number
 - 5.2.2. Animals have an approved National Livestock Scheme (NLIS) tag applied to the right ear.
 - 5.2.3. Animal is freeze/fire branded with the prescribed year letter of the animal's birth and the unique Animal Identifier number
- 5.3. Where an NLIS ear tag is used as one form of permanent identification either the visual or digital NLIS tag number must be supplied to the Shorthorn Society within 6 months of age.
- 5.4. If an NLIS tag is replaced for any reason, the Shorthorn Society must be notified within 30 days of application.
- 5.5. A calf sold with its dam must have one form of permanent identification prior to leaving the Breeders property.
- 5.6. No two animals may be registered to the Breeder under any one Tattoo Brand and with the same individual Animal Identifier number.

6. NAMING OF CALVES

- 6.1. The Breeders registered Stud Prefix will precede the name of any registered animal.
- 6.2. The name of an animal may not be changed once registered without the approval of the Registrar.
- 6.3. Submission for a change of name will not be accepted unless submitted by the Breeder.
- 6.4. A name may be refused at the discretion of the Board if it is considered to be misleading, misapplied or contrary to the interests of the Members of the Shorthorn Society.

7. REGISTRATION OF CALVES BRED BY EMBRYO TRANSFER (ET)

- 7.1 In addition to the general requirements for registration, these further regulations apply to the registration of Embryo Transfer calves.
- 7.2 Recipient dams must be registered with the Shorthorn Society prior to registration of the resulting ET calf.
- 7.3 Date of embryo transfer must be included with the registration of ET calves.
- 7.4 The Registered Owner of the recipient dam at the date of birth of the resulting ET calf shall be deemed to be the Breeder of the ET calf.
- 7.5 The eligible registration level of an ET calf shall not be higher than the eligible level of registration of either the donor dam or sire.
- 7.6 Prior to registration of any ET calf resulting from an embryo imported from overseas, an approved DNA profile must be provided for both the sire and donor dam.
- 7.7 Prior to the registration of any ET calf resulting from an embryo imported from overseas, both

the donor dam and sire must be registered in the Shorthorn Society registers.

7.8 Calves born less than 269 days before or more than 297 days after the nominated conception date shall not be registered as progeny of the nominated ET mating without an approved DNA Parent Verification showing the nominated sire and donor dam as the sire and dam of the calf.

7.9 Prior to registration the implant date of the applicable embryo must be supplied.

8 REGISTRATION OF CALVES BRED BY ARTIFICIAL INSEMINATION (AI)

8.1 In addition to the general requirements for registration, these further regulations apply to the registration of calves bred by Artificial Insemination.

8.2 Calves born less than 269 days before or more than 297 days after the nominated insemination date shall not be registered as progeny of the nominated AI sire without an approved DNA Parent Verification showing the nominated AI sire as the sire of the calf.

8.3 For calves bred by AI from an overseas sire a DNA Profile of the imported sire suitable for the purpose of parent verification must be extracted by an approved Australian laboratory and stored at the Shorthorn Society prior to registration of progeny of the sire.

8.4 Prior to registration the applicable artificial insemination date of the dam must be supplied.

9 OWNERSHIP TRANSFERS

9.1 Application for Transfer of Ownership of a registered animal must be made using the approved Ownership Transfer form and can only be made by the Registered Owner or the Registered Owners authorised signatory.

9.2 The prescribed Transfer of Ownership fee shall be invoiced by the Shorthorn Society to and shall be due and payable by the Transferor.

9.3 Upon receipt of the Transfer of Ownership application and payment of the prescribed fee the Shorthorn Society shall issue a Pedigree Certificate to the Transferee as the new recorded registered Owner.

9.4 No transfer fee is payable for a calf transferred with its natural dam, providing the calf is less than 8 months of age at the date of the requested transfer.

9.5 Females for which Herd Inventories have not been paid and are listed as "Inactive" prior to the Transfer of Ownership application, may be transferred to the Transferee, however they will remain "Inactive" until all relevant Herd Inventory fees and Reinstatement fees have been paid in full.

9.6 Where a joined female is transferred the joining details must accompany the Transfer of Ownership application.

9.7 The Transferor is responsible for and must ensure that the animal/s to be transferred meet/s all the requirements for permanent identification as listed in Regulation 5 Permanent Identification.

9.8 Where an application for Transfer of Ownership of animal requests that the animal is to be transferred into multiple Ownership, the Transferor must notify the Shorthorn Society of all Owners and their percentage of Ownership and the animal will be recorded as multiply owned in the Shorthorn Society Register.

9.9 Where an application for Transfer of Ownership of animal requests that the animal is to be transferred into multiple Ownership, the Transferor must notify the Shorthorn Society of the Owner that will retain possession of the animal.

9.10 Where the Transfer of Ownership application pertains to an animal that is the subject of a lease agreement, the Lessor shall be responsible for payment of the transfer fee on behalf of the Lessee. At the expiration of the lease agreement, the animal shall be transferred back to the Lessors herd without fee.

9.11 The Board may approve an application for Transfer of Ownership from a purchaser provided the purchaser can clearly demonstrate to the Boards satisfaction that all reasonable steps have been taken by the purchaser to comply with the above regulations and all prescribed fees are paid. The Shorthorn Society will notify the vendor and the vendor will be given thirty days to advise the Shorthorn Society of any reason why the transfer should not take place.

10 OVERSEAS ANIMALS

- 10.1 In addition to the general requirements for HBR registration, these further regulations apply to an application for registration of an overseas or imported animal. These must include;
- 10.1.1 Registered name of the animal.
 - 10.1.2 Registration Identification number recorded with the approved overseas breed association.
 - 10.1.3 Five generation pedigree.
 - 10.1.4 Date of Birth.
 - 10.1.5 Evidence that the animal is registered in the country of origin.
 - 10.1.6 Evidence that the animal is free by DNA or DNA verified pedigree of Pulmonary Hypoplasia with Anasarca, Tibial Hemimelia and Digital Subluxation.
- 10.2 For registration of progeny resulting from imported embryos a DNA profile suitable for use in parent verification must be supplied for both the sire and donor dam.
- 10.3 An application for registration of an overseas or imported animal must be accompanied by payment of the prescribed fee.

11 INTRODUCTION OF ANIMALS FROM OUTSIDE AUSTRALIAN REGISTERS

- 11.1 An application for registration of an introduced animal from outside Shorthorn Registers must include;
- 11.1.1 Registered name of the animal.
 - 11.1.2 Unique Identification Number
 - 11.1.3 Registration Identification number recorded with the approved outside Australian Shorthorn breed association.
 - 11.1.4 Five generation pedigree
 - 11.1.5 Date of Birth
 - 11.1.6 Evidence that the animal is free by DNA or DNA verified pedigree of Pulmonary Hypoplasia with Anasarca, Tibial Hemimelia and Digital Subluxation.
- 11.2 Application for registration of an introduced animal from outside Shorthorn Registers must be accompanied by payment of the prescribed fee.
- 11.3 Application for registration of an introduced animal from outside Shorthorn Registers must be accompanied by a sample (TSU, semen or hair) suitable for DNA profiling at an approved laboratory.

12 DNA PROFILING AND GENETIC DEFECTS

- 12.1 Prior to registration of progeny in the HBR or SFA Registers all sires and donor dams (after 1st January 2018) will be required to have a DNA profile including a 100K marker panel, poll test and parent verification undertaken by a laboratory approved by the Shorthorn Society and stored at the Shorthorn Society, providing the sire and/or dam of the sire or donor dam to be DNA profiled has a suitable SNP profile stored at the Society.
- 12.1.1 Prior to 1st July 2019, where a Member shall not be able to obtain a DNA sample from either the relevant donor dam or sire, the Member shall have the right to apply to the Board for an exemption to the above rule regarding registration of progeny. Exemptions are only to be granted at the Boards discretion and upon payment of the prescribed fee.
 - 12.1.2 All Sires and Donor Dams that have progeny born from 1st July 2019 must have a valid DNA Profile. If a DNA Profile cannot be obtained, progeny cannot be registered into the HBR register, however the progeny may be enrolled in the SFA register with any known pedigree. In the case of Frozen genetics stored prior to 1st July 2019 progeny will still be eligible for registration at the appropriate level upon successful application to the board for an exemption to the above rule regarding registration of progeny. Exemptions are only to be granted at the Boards discretion and upon payment of the prescribed fee.

- 12.2 Requests for DNA services will only be accepted by the Society if the request is provided in an approved format, and the DNA samples are provided in a form accepted by the Society.
- 12.3 When requesting DNA services provided by the Society, members agree that the DNA services will be provided in accordance with the terms and conditions detailed in the DNA Test Member Agreement.
- 12.4 With the exception of 12.5, members may only request DNA services for animals that are either currently in their ownership, have been previously in their ownership, or for which written permission from the current Owner is provided in an approved format.
- 12.5 Members may request DNA services from semen that they have purchased or semen retained as the breeder, without any requirement to obtain permission from the owner of the animal.
- 12.6 Where the DNA parentage of an animal is indicated by the Society's approved laboratory to be different to the pedigree supplied to the Shorthorn Society for registration the animal shall be made "Inactive" and be displayed on the Shorthorn Beef website as sire excluded and/or dam excluded until such time as the parentage can be correctly established by DNA parentage and the current owner and the breeder of the animal shall be notified by the Society.
- 12.7 Where the DNA parentage of an animal is indicated by the IGS analyses to be different to the pedigree supplied to the Shorthorn Society for registration then the animals genotype shall be excluded from the Shorthorn Beef IGS analyses and the current owner and the breeder of the animal shall be notified by the Society.
- 12.8 If the animals correct pedigree can be established by DNA parentage the animal will again be made active with the new DNA based parentage and no reinstatement fee will be charged.
- 12.9 If an animal's pedigree cannot be established by DNA parentage after all reasonable efforts have been made the animal shall be deregistered but may be reregistered through the SFA Register with any proven correct pedigree.
- 12.10 Any animal that has been DNA profiled for poll status or parent verified shall have the results displayed on the animals Lab Results Tab on the Shorthorn Beef website.
- 12.11 Any animal that is DNA tested for Digital Subluxation or Myostatin shall have the results displayed on the animals Lab Results Tab on the Shorthorn Beef website.
- 12.12 The Board may at its discretion request that any animal registered in the HBR, SFA, SCR or MBR Register may be submitted for DNA testing for parentage verification. If required, samples must be provided on request for the purpose of DNA profiling for parentage verification on any animal deemed necessary by the Shorthorn Society.
- 12.13 All members grant to the Shorthorn Society a perpetual, royalty free right of access to samples and to DNA profiles from such samples for the purposes of maintaining the integrity of the Shorthorn Society Herdbook and registers and for International Genetic Solutions analyses. This right or access continues if a Member ceases to be a Member or is suspended.
- 12.14 The Member authorises and grants permission for Shorthorn Beef to arrange for the Samples and the Created Material to be used for research and commercialisation purposes for the benefit of all Shorthorn Beef members and the Shorthorn breed.
- 12.15 The Member authorises and grants permission for Shorthorn Beef to display the Created Material on the Shorthorn Beef website and/or incorporate the Created Material into the Shorthorn Beef genetic evaluation and pedigree services.
- 12.16 DNA testing results will only be loaded onto the Society's database from DNA services that have been requested through the Society.
- 12.17 In cases where there is a dispute as to any amendment made by the Society to the records for an animal, the current owner may lodge an appeal in writing with the Society. An investigation will be conducted and a response provided in writing within 60 days of the appeal lodgement.
- 12.18 Members acknowledge and agree that Shorthorn Beef or any third party with who Shorthorn Beef has any agreement concerning the processing and analysis of the Samples will not be liable for any consequential, special, indirect liability, loss, damage, cost or expense (including, without limitation, any loss of profit, loss of revenue, loss or corruption of data, loss of any anticipated or expected revenue of profits, economic loss of any kind and loss of goodwill) incurred by the

Member in connection with any Shorthorn Beef provided DNA services or the tests and related services provided in connection with it.

13 DE-REGISTRATION

- 13.1 The Shorthorn Society may cancel the registration of an animal if:
 - 13.1.1 Requested by its Registered Owner to do so; or
 - 13.1.2 If found that the animals registration is contrary to these Regulations;
 - 13.1.3 If the animal is sold or otherwise disposed of and no valid application for Transfer of Ownership is received by the Shorthorn Society or if the prescribed Transfer fee is not paid.
 - 13.1.4 A Member who has de-registered an animal may subsequently re-register the animal by application of Re-Instatement and payment of the prescribed fee.

14 INVENTORIES

- 14.1 Each year the Shorthorn Society shall issue Members with a Female Inventory showing details of the Members active females according to the Societies Registries as at 1st January of that year.
- 14.2 An annual Female Inventory Fee will be charged to each female over 12 months of age.
- 14.3 The Female Inventory Fee charged for the year in which the female leaves the herd is nonrefundable.
- 14.4 The Female Inventory Fee will only be charged once for the year regardless of how often a female changes Ownership in any one year.
- 14.5 A Female Inventory of all “active” Cows will be sent to all applicable Members and must be returned by May 31st of that year.
- 14.6 A Female Inventory of all “active” Heifers over 12 months of age at 1st January of that year will be sent to all applicable Members and must be returned by September 30th of that year.
- 14.7 Females for which the Female Inventory fee has been paid will be listed as “active”.
- 14.8 Females removed from the herd inventory may be reinstated upon application by the Owner and subject to the Reinstatement fee being paid.
- 14.9 Where a female is the subject of a lease agreement, the Lessee shall be liable for payment of the Female Inventory fee should it fall due during the lease period.
- 14.10 Where a female is multiply owned the Member with recorded possession shall be liable for payment of the Female Inventory fee.
- 14.11 Inventory that is current at the due date, whether inventory was returned or not, shall be due and payable. Late alterations to Female Inventory will not be accepted, unless the Member has made a request for and received a time extension from the Shorthorn Society prior to the Female Inventory due date.
- 14.12 Time Extensions to Female Inventory may not be carried into the following calendar year and will be invoiced as current in December.

15 INTERNATIONAL GENETIC SOLUTIONS (known as IGS)

- 15.1 Only Members enrolled in Shorthorn Beef IGS are eligible to submit performance and genomic information for the production of Shorthorn IGS EPDs.
- 15.2 Data will only be accepted for animals that are registered and “active” in one of the Societies Registers.
- 15.3 All Members grant to the Shorthorn Society a perpetual, royalty free right of access to all pedigrees and associated data and phenotypes submitted for the purposes of maintaining the integrity of the Shorthorn Society Herdbook and registers and IGS analyses and advancing the Shorthorn breed. This right or access continues if a Member ceases to be a Member or is suspended. Data generated by the Shorthorn IGS analyses will remain the property of the Shorthorn Society and will be used for calculation of Shorthorn IGS EPDs and \$Indexes, research and/or publication or dissemination of EPDs and \$Indexes on individual animals.
- 15.4 By enrolling in Shorthorn Beef IGS, Members agree to the following conditions. Violation of

these conditions may result in cancellation of Members Shorthorn Beef IGS enrolment.


- 15.4.1 All performance data for inclusion in Shorthorn Beef IGS shall be submitted using appropriate measuring equipment and will not be estimated. Members will ensure that measuring equipment is functioning correctly.
- 15.4.2 Contemporary groups will be managed correctly to the best of the Members ability. Animals will not be assigned to contemporary groups on the basis of their individual performance. Animals given preferential treatment, that were sick or have been disadvantaged will be allocated to a specific and separate contemporary group.
- 15.4.3 All data submitted for Shorthorn Beef IGS shall be entered faithfully as collected and shall not be adjusted by Members for the purpose of their advantage.
- 15.4.4 EPDs, Index Values, Rank % and accuracies when reported by Members whether in sale catalogues or other forms shall be the most current available at the time of reporting and shall include their source evaluation run date.
- 15.4.5 EPDs, Index Values, Rank % and accuracies when reported by Members shall be consistent across all animals in the reporting group ie; shall not omit available EPD's on selected animals.
- 15.4.6 Members in violation of these conditions may have their Shorthorn Beef IGS enrolment cancelled at the discretion of the Board and or be subject to other disciplinary action.

16 TRADING TERMS

- 16.1 Normal 30 day trading terms apply to all services provided by the Shorthorn Society.
- 16.2 Specific arrangements made under exceptional circumstances need to be made in writing and are agreed to at the Boards Discretion.
- 16.3 Beyond any approved exceptional circumstance arrangements, services will be withdrawn and Members accounts will be made inactive for any Member whose account is more the 90 days in arrears. Accounts will be made active again upon receipt of payment and the Members accounts no longer being in arrears more than 90 days.
- 16.4 Members will be invoiced and sent statements electronically unless by prior agreement.

17 INTELLECTUAL PROPERTY



- 17.1 The Shorthorn Beef logo  is a registered trade mark owned by The Shorthorn Society of Australia Ltd and is subject to the Trade Marks Act 1955. Reproduction or use of the Shorthorn Beef Trademark for any purpose without express permission of the Board is forbidden.
- 17.2 Ownership of all records and information relating to animal pedigree, performance, genomic, EPD or other data held by the Shorthorn Society, whether provided by Members or from services provided by third parties, vests in the Shorthorn Society, to the extent permitted by law. The Shorthorn Society uses the Shorthorn and Shorthorn influenced animal pedigree, performance and genomic data to design, create and generate databases and otherwise advance the breed in Australia. These databases are generated and published by the Shorthorn Society for the commercial benefit of Members and the Shorthorn Society. The information contained in the databases is used by the Shorthorn Society for animal recording, Estimated Breeding Values, Index Values, sales catalogues, certification and other uses approved by the Shorthorn Society for the benefit of its Members only. Non Members may use such information for the research and education purposes only. No non-members are permitted to use any part or item of information contained in the Shorthorn Society databases for any commercial purpose, unless permission has been expressly granted by the Shorthorn Society.

18 DISPUTE RESOLUTION

1. The dispute resolution procedure in this clause applies to disputes (disagreements) under the Shorthorn Society of Australia Limited Regulations between a member or director and:
 1. one or more members
 2. one or more directors, or
 3. the company.
2. A member must not start a dispute resolution procedure in relation to a matter which is the subject of a disciplinary procedure until the disciplinary procedure is completed.
3. Those involved in the dispute must try to resolve it between themselves within 14 days of knowing about it.
4. If those involved in the dispute do not resolve it under clause 3, they must within 10 days:
 1. tell the Chairperson and the General Manager about the dispute in writing
 2. agree or request that a mediator be appointed, and
 3. attempt in good faith to settle the dispute by mediation.
5. The mediator must:
 1. be chosen by agreement of those involved, or
 2. where those involved do not agree:
 - i. for disputes between members, a person chosen by the Chairperson and General Manager, or
 - ii. for other disputes, the president of the law institute or society in the state or territory in which the company has its registered office.
6. A mediator chosen by the Chairperson and the General Manager under clause 5(2)(i):
 1. may be a member or former member of the company
 2. must not have a personal interest in the dispute, and
 3. must not be biased towards or against anyone involved in the dispute.
7. When conducting the mediation, the mediator must:
 1. allow those involved a reasonable chance to be heard
 2. allow those involved a reasonable chance to review any written statements
 3. ensure that those involved are given natural justice, and
 4. not make a decision on the dispute.

19. Definitions

Definition	Explanation
Active Female	Female for which an Inventory Fee has been paid for the current year
AI	Artificial insemination
Animal identification	Identifier to include the Breeders Tattoo Brand and the prescribed year letter relating to the animal's birth year.
Authorised Signatory	The person(s) nominated to sign Society documentation on behalf of a Membership's representative
Board	Refers to the Board of Directors of the Company at the current time
Breed	Means the Shorthorn breed of cattle
Breed Content	Breed percentage of an individual animal
Breeder of an Animal	The person who is the owner of the dam at conception of the animal
Company	Refers to Shorthorn Society of Australia
Conception	The commencement of pregnancy

Created Material	Includes all results obtained from the processing by an approved laboratory of any DNA Sample.
DNA Profile	A full sequence of the markers which pass on genetic information, obtained by a recognised laboratory
Directors	An appointed or elected member of the board
Dispersal	The sale of the entire female herd & implies that the breeder is not retaining breeding females and that the purchaser will now have the advantage of controlling that genotype
Donor Dam	Dam which produced an embryo for the purpose of embryo transplant into a recipient cow
Embryo Transfer (ET)	Process of transferring an embryo from the biological dam into a recipient dam for the remainder of gestation
Fee	A charge levied on Society Members in accordance with the Shorthorn Society Schedule of Fees
Genetic Condition	A genetic abnormality causing detriment to the breed
HBR	Herd Book Register – an animal from HBR parents traceable to 4 generations of pedigree
Herd Identification	Unique Member (herd) tattoo identification comprising 3 alpha characters (e.g. ABC) used in conjunction with individual animal identification number and year letter
Imported	An animal imported from an overseas country
Inactive Female	A cow for which an inventory fee has not been paid, or which has been removed from 'active' status by the owner
International Genetic Solutions	International Genetic Solutions (hereafter known as IGS) is a wholly owned subsidiary of The American Simmental Association and is contracted to produce IGS EPD's, \$Indexes and accuracies for Shorthorn Beef.
Inventory	A listing of all active cows, over the age of 2 years, in a herd issued by the Company in March every year. An inventory fee is payable for active cows 2 years old and over by 31 st May. The listing can be used to add or delete cows from the herd inventory
MBR	Multi Breed Register provided for the registration of Shorthorn influenced animals not eligible to be recorded in any other register
Member	A current financial constituent of the Company (e.g. person(s)/company/ partnership) having paid the relevant Membership fee
Natural Service	Natural joining of a sire with a dam
Outside Australian Register	A Breed Society that is based within Australia, that is not The Shorthorn Society of Australia
Owner	Person(s) recorded as having an ownership interest in an animal
Parentage Verification	DNA profiling used to verify an animal's lineage by confirming parentage
Permanent Identification	A form of identification that permanently the animal's unique identification
Poll Status	Either a visual claim of the whether the animal has horns or not or a DNA test quantifying whether the animal is Homozygous Polled, Heterozygous Polled or Horned.
Possession	Refers to an ownership interest in an animal, i.e. an owner having physical possession
Prefix	Registered stud name with the Company. Prefix shall not exceed 16 characters
Purebred	A Shorthorn animal that is 15/16 th Shorthorn by either Pedigree
Recipient Dam	Cow used as surrogate of an implanted embryo from a donor dam for continuance of gestation
Registration Certificate	Certification issued by the Company denoting an animal's registered status
Registering Owner	Member owning the embryo/calf at calving. The calf shall carry the prefix and tattoo identification of the registering owner. The registering owner should also own the dam at calving.

Registers	The herd register and any other register of animals established by and with the approval of the Board in accordance with the Constitution and Regulations of the Company.
Reinstatement	Act of re-establishing 'active' status of a female previously made 'inactive' in the Society's records
SCR	Shorthorn Commercial Register that provides registration of commercial Shorthorn animals
SFA	Register that records the registration of commercial, purebred animals which may subject as herein provided be eligible to be registered in the Herd Book.
SNP Test	Single Nucleotide Polymorphisms DNA Test
Tattoo	<p>Unique identification of an animal. A tattoo identification (in one ear) shall consist of:</p> <ul style="list-style-type: none"> • Herd identification (e.g. ABC) • Year letter (e.g. B) • Individual animal number (e.g. 100) • Tattoo: ABC B100
Transfer	Change of ownership of an animal notified to the Company
Upgrade	Allowing an animals registration to be lifted to the next higher registration level
Verified DNA	A full sequence of the markers which pass on genetic information, obtained by a recognised laboratory. (Poll testing is not a verified test)
Year Letter	Tattoo letter (e.g. Z [2004], A [2005], B [2006] etc.) allocated by the Company each year denoting the year in which a calf was born. Used in conjunction with the individual three digit animal identification number and herd identification symbol