



**Master Dog Breeders & Associates**

**Rules.**

**01/01/2021**



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# 1 MEMBERSHIP

- a) All MDBA members must comply with all local laws and codes of practice related to their membership class.
- b) Acceptance of the Code of Ethics and the MDBA Rules are probably the single most important part of the joining process, which is why potential members are asked to do this before all else.
- c) Potential members should think carefully before agreeing to the Code of Ethics and the MDBA Rules applicable to their membership class **as the MDBA will hold them accountable to this code and rules.**
- d) **Membership in the MDBA was never intended to be for "everybody".** Only those who genuinely see this as a definite commitment to focusing on what is best for the dogs should apply.

## 1.1 Classes of Membership

- a) Membership of the MDBA consist of the following membership classes:
  - i) Breeder
  - ii) Companion Dog Owner
  - iii) Smart Dog Owner Club.
  - iv) Dual members in each of the above categories.
- b) An application for membership shall be in such form as the Management Team may from time to time prescribe and shall be signed by the applicant.

## 1.2 Breeder Membership.

- a) Application for Breeder membership is open to anyone who breeds pure bred dogs which are pedigreed and registered with any bone fide registry and/or people who are breeding dogs and working towards breed recognition.
- b) **Breeder Membership includes but not limited to:**
  - i) Promotion of what you do in your breeding programs and practices.
  - ii) Access to an advisory service on topics such as administration, management, policies and procedures, regulatory requirements and breeding related topics.
  - iii) Connection to a dynamic network of dog owners, breeders, and canine professionals for the exchange of experience and information
  - iv) Community acknowledgement that you are an MDBA Breeder and that you have agreed to a voluntary Code of Ethics and third-party accountability.
  - v) Referrals to our members and the general public.
  - vi) MDBA Member certificate.
  - vii) Access to the MDBA private sections of the website and forums
  - viii) Your logo displayed in the breeder membership section of our website.
  - ix) Member discounts and opportunities for attendances at member social events and seminars.
  - x) Further education which gives you the opportunity to gain canine breeding, animal care and husbandry knowledge.
  - xi) A united voice in influencing regulators and professionals on issues of concern via debate, policy formulation and lobbying
  - xii) Ability to profile your dogs and your prefix in our member directory
  - xiii) Ability to register your puppies on the MDBA registries
  - xiv) Free MDBA membership for your puppy buyers in the Smart Dog Owners Club.

- xv) Access to a broad range of resources and tools to help you to care for your dogs and manage your breeding activities.
- xvi) Use of MDBA Breeder Member logo and stationery.
- c) **Application Stages.**
  - i) The membership application is broken into 6 distinct stages. They are:
    - (1) Acceptance of Rules and Codes
      - (a) Victorian members must abide by the following rules:
        - MDBA Code of Ethics Victoria
        - MDBA Code of Practice for the Keeping of Dogs Victoria
        - MDBA Code of Practice for Breeders Victoria
        - MDBA Code of Practice for Heritable conditions Victoria
        - Breeder Members with more than 10 Fertile Female dogs must comply with all MDBA codes AND the Victorian Code of Practice for the Operation of Breeding and Rearing Businesses 2014
    - (2) Submit Application
    - (3) Board Review
    - (4) Acceptance or rejection of application.
    - (5) Provision of proof of identity in the form of photo identification.
    - (6) Payment if accepted for membership.

### 1.3 Companion Dog Owner Membership.

- a) Membership is open to all dog owners regardless of the type or breed of dog they own as long as the person applying is a natural person over 18 years of age.
- b) Membership benefits include but not limited to.
  - i) Access to a dynamic network of dog owners, breeders, and canine professionals for the exchange of experience and information.
  - ii) Access to the MDBA private Forum
  - iii) Member certificate.
  - iv) Community acknowledgement that you have made a commitment to be a responsible pet owner.
  - v) Member discounts and opportunities for attendances at MDBA activities and social events
  - vi) Opportunity to gain further education in animal care and husbandry
  - vii) Influencing regulatory and professional issues via debate, policy formulation and lobbying
  - viii) Access to a broad range of resources and tools to help you to care for your dogs.
  - ix) Ability to profile your dogs in our member directory.
- c) **Application Stages**
  - i) The membership application is broken into 6 distinct stages. They are:
    - (1) Acceptance of Rules and Codes
      - (a) Victorian members must also abide by the following rules:
        - MDBA Code of Ethics Victoria
        - MDBA Code of Practice for the Keeping of Dogs Victoria
    - (2) Submit Application
    - (3) Board Review
    - (4) Acceptance or rejection of application.
    - (5) Provision of proof of identity in the form of photo identification.
    - (6) Payment if accepted for membership.

### 1.4 Smart Dog Owner Club

- a) This is a complimentary free club membership given to all of those who purchase a puppy directly from an MDBA breeder member.

- b) Smart Dog Owners have no membership rights as they do not agree to a Code of Ethics and the MDBA has no jurisdiction over them.

## **1.5 Dual Membership**

- a) Two persons can apply for dual membership in the same membership class if they are natural persons who each qualify as a single member of that membership class and if they reside at the same address.

## **1.6 Cessation of Membership**

- a) Membership of the MDBA shall cease immediately:
  - i) Upon the termination of the period of membership (whether by effluxion of time or otherwise) unless the member shall be re-admitted by the Management Team for a further period of membership;
  - ii) If the member resigns by notice in writing addressed to the Management Team. Resignation is effective from the date and time it is received by the MDBA. Resignation does not relieve the member from payment of overdue subscriptions or other monies owed by the member to the MDBA at the time of resignation;
  - iii) If a member dies, that membership shall continue in the name of the deceased member's Estate upon the MDBA receiving a written application from the Executor/Administrator of the Estate. The membership will remain in place pending the disposal by sale or bequest or transfer of the prefix or dogs registered with the MDBA in the name of the deceased member.
  - iv) If a member's annual renewal payment is not made for the forthcoming year within one calendar month of the expiry date of their membership period.
  - v) If the member is suspended from membership by the Board.
- b) The MDBA will cancel a breeder member's membership where a confirmed breach of legislation – specifically Domestic Animals Act 1994 and the Prevention of Cruelty to Animals Act 1986 and their associated regulations occurs.

## **1.7 Membership Suspension**

- a) Members will be suspended in the event that;
  - i) A member fails to respond, without good cause, to written communication from the MDBA within 14 days of receiving a second written demand by the Management Team for communication replying to correspondence previously sent to the member. This suspension of membership shall cease upon receipt of a written reply to such demand and to such correspondence by the affected member.
  - ii) The Board determines the member should be suspended as part of the disciplinary process.

## **1.8 Register of Members**

- a) Separate registers of all classes of membership shall be kept.

## **1.9 Membership Subscriptions**

- a) A member of the MDBA shall, upon admission to membership, pay to the MDBA an initial membership subscription for the period which shall terminate at midnight on the date specified on the MDBA member card and membership certificate.
- b) Membership renewal subscription at the rates are determined from time to time by the Management Team.
- c) Membership shall lapse if not renewed one calendar month of termination. In renewing membership each year, a member shall complete and sign the prescribed renewal of membership form.

## 1.10 Membership Obligations.

- a) All Members shall strictly observe and act in accordance with the Rules, Regulations, Code of Ethics, Codes of Practice and Policies of the MDBA.
- b) They shall not conduct themselves in such a manner as to bring the MDBA into disrepute or to bring themselves as a dog person into disrepute.
- c) Where the MDBA receives a written complaint alleging misconduct, a breach of the Rules, Regulations, Codes of Ethics or Codes or Practice of the MDBA, or a dispute between members, members and the MDBA, or non-members and members, the Management team shall proceed to follow the MDBA complaints process.
- d) No puppy will be sold without a microchip and a signed transfer of ownership of the microchip
- e) Breeder members must provide a sales agreement to all puppy buyers
- f) All puppies must be sold with a health declaration
- g) If the dog has any genetic faults that have been detected, these **must** be disclosed at the time of sale.
- h) Breeder members **must** include the following in a health guarantee and return policy:
  - i) The dog/puppy is the dog/puppy described in the sales agreement and will be the dog/puppy that is purchased.
  - ii) The dog/puppy described in the sales agreement has been bred by the MDBA Breeder member.
  - iii) A vaccination certificate signed by the veterinary practitioner who assessed the health and vaccinated the dog/puppy will be given to the purchaser when the purchaser takes possession of the dog/puppy.
  - iv) The sales agreement must clearly set out the breeders return policy. For breeders in Victoria this policy must include:
    - (1) If the purchaser decides to return the above animal to this business within 3 days of sale, for any reason not supported by a statement from a veterinary practitioner, the business will take the dog/puppy back and refund 75% of the purchase price.
    - (2) If the purchaser returns the dog/puppy to the breeder within 3 days of sale, for any reason, the breeder will take the dog/puppy back and refund 75% of the purchase price.
    - (3) If the purchaser returns the dog/puppy to the breeder within 21 days of sale accompanied by a statement from a veterinary practitioner that the dog/puppy is unacceptable for health reasons, the breeder will take the dog/puppy back and refund 100% of the purchase price.
    - (4) If the dog/puppy is diagnosed with, suffering from, dies or is euthanised from a disease that is traceable to the breeder, within 3 years of the purchase of the dog/puppy, the breeder will refund 100% of the purchase price of the dog/puppy where the owner of the dog/puppy provides statement/s supporting the diagnosis of the disease from a veterinary practitioner.
- v) The Breeder member must sign the sales agreement and declare that the health statement provided is a true and correct declaration of the health of the dog/puppy on the date of sale.
- vi) The following information **must** be provided to the purchaser at the time the purchaser takes possession of the dog/puppy:
  - (1) A signed microchip registration transfer form for the licensed animal registry with which the dog/puppy's microchip is registered will be provided for the dog/puppy described in this sales agreement
  - (2) Information about the appropriate care for the dog/puppy with regards to its age, breed and health status.

- (3) For Victorian breeders, the purchaser must be provided with the legal requirements for owners of dogs and cats in Victoria.

### **1.10.1 Breeder Members**

- a) Breeder members are expected to complete the MDBA Induction course. (As of 01/01/2020)
- b) All breeder members must ensure they are familiar with and adhere to all local laws regarding the breeding, keeping and rearing of dogs. It is their responsibility to understand and comply with local laws.
- c) The MDBA requires that:
  - i) A breeder must:
    - (1) Not mate a bitch prior to one year of age and without due consideration as to the wellbeing of the bitch and her offspring.
    - (2) Not breed a litter unless they have the time and facilities to devote proper care and attention to the rearing of the puppies and to the wellbeing of the dam.
    - (3) Ensure that any dog/puppy in their care shall receive immediate professional attention should it become ill.
    - (4) Ensure that all dogs in their care will be adequately housed in clean, comfortable and weatherproof accommodation with off-lead and exercise time, mental and physical stimulation, companionship and socialisation that meets their breed needs and/or exceeds any local regulations.
    - (5) Ensure that all dogs in their care will be under control at all times, housing and exercise areas kept clean and all care taken to limit possible disturbance to neighbours.
  - ii) Breeding and health records are kept for all dogs in a breeder's care.
  - iii) Breeders must be co-operative in any measures aimed at eradicating hereditary diseases or genetic defects known or suspected in their breed.
  - iv) For all breeding potential dogs:
    - (1) Must have a general health check by a veterinary practitioner prior to their first mating. Breeders must keep proof of the health check which can be a Veterinary practitioner's certificate that must state that at the time of examination, the dog either had no impediments to breeding or had impediments to breeding.
    - (2) For breeds that have known genetic markers for disease and where the DNA status of the dog's ancestors are not known, it is recommended the dogs are DNA tested for said disease markers prior to their first mating.
  - v) For all breeding dogs:
    - (1) Have a general health check by a veterinary practitioner at least once per year, or more frequently as directed by a veterinary practitioner or local laws.
    - (2) The breeder has a written agreement with one or more veterinary practitioners which describes arrangements for:
      - (a) The use of the veterinary practitioner's facilities for the treatment of animals;
      - (b) The provision of isolation housing if the breeder does not have separate isolation housing on site
      - (c) The supervision of animals in isolation who remain in the care of the breeder;
      - (d) Advice relating to the health management plan for the breeder if the MDBA Model Health Management for Breeders is not used;
      - (e) Provision of vaccination certificates or titre testing results for the breeder's breeding dogs;
      - (f) Provision of vaccination certificates for puppies being sold by the breeder;
      - (g) Provision of veterinary assistance for the breeding dogs and the ability for the veterinary practitioner to provide treatment and/or services to the breeder's dogs within 6 hours of notification that veterinary attention is required; and a 24-hour contact for treatment/provision of services through an alternative 24 hour or emergency practice.
      - (h)

- vi) For all dogs or puppies being sold:
  - (a) Puppies and adult dogs will only be sold if to the best of the member's knowledge and belief they are in good health at the time of sale.
  - (b) No puppy or adult will be sold which has any apparent physical defects unless the buyer is aware of such defects and its possible consequences.
  - (c) Breeders must screen prospective buyers for suitability and shall fully advise them of the characteristics of the dog as a breed stressing the necessity for care, grooming and ample exercise.
  - (d) No puppy will leave a member's premises to go to a new home before the age of 8 weeks.
  - (e) No puppy will be sold without having had its first vaccination and regular-worming treatments and documented evidence of this must be provided to the buyer.
  - (f) All relevant breed information must be supplied to the buyer and must include a diet sheet, a full and accurate puppy care sheet, health care information, parasite control, microchip information, and any other information that will be helpful to the buyer.
  - (g) Breeders must provide a written health guarantee for every pup sold and provide ongoing support and advice where possible for the life of the pup.
  - (h) Breeders must not knowingly sell any puppy/adult dog to laboratories, or dealers in dogs or to person's known to sell stock to any of the above.
  - (i) Breeders should impress on the buyer that they should contact them immediately in the event of any problem arising with the puppy or adult and make every effort where possible and practicable to be of assistance in these circumstances.
  - (j) Breeders must ensure advertising is strictly factual and must not promote their dogs as something they are not.
- vii) For all dogs that have heritable defects:
  - (a) If a breeder member is notified that a dog they have bred or own/owned has been diagnosed by a veterinary practitioner to be affected by a heritable disease/defect, or provided with reasonable evidence that a dog is affected by a heritable disease/defect they must:
    - (i) If they still own the dog and/or the dog is still residing with them:
      1. Stop breeding from the affected dog until the dog has been tested where an acceptable test is available; or
      2. If a test is not available have the breeding dog/s assessed by a veterinary practitioner for the disease/defect.
    - (ii) If the breeder member has residing with them existing offspring of the affected sire or dam, the offspring must be tested for the disease/defect where an acceptable test is available.
  - (b) If the sire or dam are affected by a heritable disease/defect the affected dog must not be mated until genetic counselling is obtained from a veterinary practitioner;
  - (c) If the offspring of a mating is affected by a heritable disease/defect and the breeder member does not own the sire or dam they must inform the sire or dam's owner of the genetic disease/defect
  - (d) If any offspring residing with the breeder member have the heritable defect, a sale or euthanasia plan must be developed in conjunction with a veterinary practitioner;

- (e) If the offspring are to be sold all details about the heritable disease/defect and likely outcomes for the dog must be fully disclosed to prospective purchasers.
- (f) Sires or dams that carry recessive genes for any heritable disease/defect must only be bred to a dog that is clear of the heritable disease/defect.
- (g) Once a breeder member becomes aware of a sire or dam or their offspring having a heritable disease/defect they must inform the MDBA to ensure the details of the heritable disease/defect can be included in the MDBA Health Database.

**d) Breeder conduct**

- (a) Breeders must refrain from making negative or malicious statements about other breeder's, their dogs or practices.
- (b) Breeders should lead by example and advocate responsible dog ownership.
- (c) Breeders must be honest and forthright in notifying any genetic or heritable diseases found to be in any dogs they have bred or own and pass on any information required to help others make informed choices in their breeding program.
- (d) Breeder should exhibit and promote excellence in the discipline and practice of dog breeding.
- (e) Breeders must not use the MDBA logo, their MDBA member status or number or their MDBA prefix to promote any dog that is not registered with the MDBA. (as of 02/08/2017)

**e) Health Management Plan**

- i) A breeder can either adopt the MDBA Model Health Management Plan or develop, in conjunction with their veterinarian, their own written health management plan. This Plan must be reviewed annually in consultation with a veterinary practitioner if the plan has been developed by the member.
- ii) Breeder members must send to the MDBA their Health Management Plan if requested.
- iii) MDBA Field Officers may inspect breeding and rearing premises to ensure compliance with the breeder's Health Management Plan.
- iv) Health Management Plan should include the following:
  - (1) Assessment/Evaluation programs for:
    - (a) The health and welfare of dogs being reared for sale or as breeding dogs
    - (b) Admission of new breeding dogs
    - (c) Behavioural, welfare, health and socialisation of dogs and puppies
  - (2) Processes for:
    - (a) Determining the suitability of breeding dogs to continue breeding
    - (b) The long-term management, de-sexing and/or assessing suitability for rehoming of retired breeding dogs
  - (3) Requirements for breed appropriate:
    - (a) Nutrition
    - (b) Grooming
    - (c) Exercise
    - (d) Environmental enrichment and socialisation programs
  - (4) Breed appropriate programs to suitably manage:
    - (a) Behaviour, welfare and socialisation
    - (b) Vaccination/titre testing, parasite and pest control
  - (5) Protocols for:
    - (a) Whelping
    - (b) Vaccination/titre testing, internal and external parasite prevention
    - (c) General disease outbreak response
    - (d) Quarantine and movement of dogs, including new animals introduced

- (e) Management of isolation facilities (where isolation facilities are constructed at the breeder's premises)
  - (f) Consideration of appropriate responses to foreseeable emergencies for both humans and dogs, including evacuation procedures
  - (g) Approved methods of euthanasia for emergency situations consistent with the MDBA position on euthanasia described in these rules.
- f) **Vaccinations, titre testing, parasite and pest control**
  - i) Prevention and treatment products should be used in accordance with the manufacturer's or alternatively the breeder's veterinarian's recommendations. Where no prevention or treatment is used in an instance where the Health Management Plan had originally indicated it would be given, a veterinary certificate to that effect should be obtained.
  - ii) Vaccination certificates, including dates of next vaccine, details of the vaccine used and required, and a record of who administered the vaccine, must be signed by a veterinary practitioner at each vaccination. Alternatively, where titre testing is used in lieu, a copy of the results and recommended date for the next test should be kept on file.
- g) **Euthanasia**
  - i) Where euthanasia is necessary, it must be carried out by a veterinary practitioner, except in emergency situations.
  - ii) In the case of emergency, a breeder may only carry out euthanasia under the direction of a veterinary practitioner, using a humane method. In such a situation, the breeder must obtain from the veterinary practitioner a certificate stating:
    - (1) That the veterinarian gave permission for the euthanasia
    - (2) The date, time, reason and advised form of euthanasia.
  - iii) If an emergency situation requires euthanasia it must be performed in an area that is separate from any dog housing areas, out of view of any other animals.

### **1.10.2 Dual Membership**

- a) All parties must inform the MDBA of any circumstances that would change their status as a dual member
- b) All parties that are dual members will be affected by the behaviour of the other party regarding compliance with the MDBA rules and Code of Ethics.
- c) If one party in the dual membership becomes an unfinancial member then the other party will also be deemed as an unfinancial member
- d) Dual memberships can be changed to single membership with the payment of the appropriate membership fees

### **1.10.3 Companion Dog Owner Members**

- a) All Companion Dog Owner members must ensure they are familiar with and adhere to all local laws regarding the Keeping dogs. It is their responsibility to understand and comply with local laws.
- b) The MDBA requires that all dogs have their needs met by:
  - (1) Having a nutritionally appropriate diet for the age and size of the dog.
  - (2) Being regularly groomed to ensure the dog's ears, eyes, teeth, coat and nails have no issues
  - (3) Being housed appropriate to the dogs comfort and the local climate
  - (4) Exercise being provided appropriate to the dogs age and activity level.
  - (5) Environmental enrichment and socialisation being provided to ensure the dog is a good member of the community
  - (6) Vaccination or titre testing, parasite and pest control is undertaken according to veterinarian advice.

#### **1.10.4 Smart Dog Owner Club Members**

- a) Smart Dog Owner Club members have no obligations to the MDBA as they are not financial members and have made no commitment to the MDBA Codes and Rules.
- b) Smart Owners Club members do not have a MDBA member number so cannot use their membership in this club as if they were MDBA members.

## 2 REGISTRY

The MDBA's aim in having Stud Registries is to enable our breeder members to have an effective tool to assist in providing greater welfare outcomes for the dogs they own and breed. The Registries will better the long-term outcomes for dog breeds as health information is recorded on pedigrees where the MDBA has this information.

### 2.1 Kennel Prefix

- a) Applications for the use of a kennel name in the registering of dogs shall be made to the MDBA on a form which will be supplied and all applications must be accompanied by a fee. The Board will then consider such application and if it approves of the name selected will grant the right to use that name.
- b) Any kennel name granted by the MDBA may be transferred by its present owner or owners to another only by consent, approval by the Board which may include conditions and payment of a fee as determined by the Board.
- c) Applying for a MDBA Kennel Prefix
  - i) To apply for a MDBA kennel prefix all Applicants must:
  - ii) Be over 18 years of age,
  - iii) Be a current BREEDER member of the MDBA
  - iv) Pay the appropriate fee.
- d) A kennel prefix name must:
  - i) Be at least 5 letters, and must NOT be more than 18 letters including spaces
  - ii) Consist of letters only. No symbols, brackets, numbers or apostrophes etc will be allowed
  - iii) Not have a name incorporating that of any established breed, a breed in development or any name the Board deems offensive or inappropriate. (As of June 2014)
- e) Responsibilities of Applicants.
  - i) In applying for a MDBA kennel prefix, if the kennel prefix is approved, the applicant(s) understand that the kennel prefix:
    - (1) Will be permanently registered with the MDBA regardless of whether the owner(s) remain a breeder member.
    - (2) Must become a permanent prefix to any dog bred by the owner(s) of the kennel name.
    - (3) Must be renewed at time of membership renewal to keep it on the active kennel list. Only current breeder members in good standing can have their prefix name on the active kennel list.
    - (4) Annual administrative fee must be paid.
- f) Any dog registered under a kennel prefix will be registered to ALL owners of that kennel prefix.

### 2.2 The Registries.

- a) A dog shall not be registered except with the approval of and by direction of the MDBA Management Team.
- b) Once a pedigree has been issued for a dog that pedigree follows the dog regardless of any contractual conditions placed on the sale or transfer of that dog. (As of 01/01/2020)
- c) After approval by the Management team a dog shall be classified as eligible for registration in one of 6 registries. General Stud Registry, Foundation Registry, Intermediate Registry, Extension Registry, Companion Registry, Research Registry.

## **2.3 Common Registry Rules.**

- a) A dog shall not be eligible for registration where the dog has a tail shortened by a procedure prohibited by legislation in the breeder's place of residence, unless full documentation confirming that such shortening is in accordance with the legislation is provided with the application for registration and that the tail was docked in accordance with the legislation of the country or state of birth current at the time of that dog's whelping.
- b) A breeder member who breeds a litter of dogs, the parents of which are registered or eligible for MDBA registration, must apply to register such litter.
- c) The breeder member shall apply to register all puppies bred by that member that are living at the date of registration at one and the same time. Such registration must include all puppies from the litter on the one litter registration application form.
- d) Registration of the litter must be applied for within six [6] calendar months from the date of whelping.
- e) Registration applied for after six (6) months, requires Management Team approval, and an additional fee will apply. Such approval may be delegated to the Chief Executive Officer.
- f) The Management Team may refuse an application for registration and/or cancel or suspend the registration of a dog and/or any litter or part litter if the criteria for registration in the appropriate Register has not been complied with and/or if correctness of the registration is in doubt.
- g) The Management Team may accept the results of DNA testing as conclusive evidence of parentage for the purposes of registration.

## **2.4 Registered Number**

- a) An MDBA generated number shall be allocated to each dog whelped when registered with the MDBA, and such number will form part of the dog's name.

## **2.5 Registered Name**

- a) No dog will be registered with the same name as a prefix of another registered dog or with a name so similar to that of another registered dog which, in the opinion of the Management Team, would be likely to mislead or confuse.
- b) No word that is in the nature of a prefix, and no stud name except the breeder's registered kennel prefix, may be used, provided that in the case of dogs registered in other registries, it shall be at the discretion of Management Team as to whether or not the existing registered name may need to be altered.
- c) The Management Team at its discretion may refuse to register any name or part of name if it believes the name is objectionable or likely to confuse.
- d) The name of a dog shall include the prefix, plus the name and once a name is registered it shall not be registered again.
- e) When a name is not acceptable and the owner of a dog omits to choose another name when requested to do so, the Management Team may name the dog.
- f) Once a name has been registered and accepted, it shall not be altered unless in exceptional circumstances as directed by the Management Team.
- g) A registered dog shall not be described or referred to in any application or entry form, correspondence or communication with the MDBA other than by its complete registered name, including prefix.

## 2.6 Cancellation of Registration

- a) The Management Team may refuse any application for entry in any Register and may cancel any Register entry, or may strike from its records for any period any entry already impacted by the Management Teams decision.
- b) Any dog suspended in accordance with these Regulations shall not be accepted for stud or breeding purposes by any MDBA member.

## 2.7 Registration or Ownership Disputes.

- a) Where the Management Team is satisfied that there is a bone fide dispute between two or more members as to:
  - i) The ownership of a dog;
  - ii) Any interest or alleged interest in a dog;
  - iii) The registration of a dog; or
  - iv) The registration status of a dog,
- b) The Management Team may, at its discretion:
  - i) Where the dog is registered, suspend the registration of the dog; or
  - ii) Where the dog is not registered, suspend consideration of any application relating to that dog.
- c) Upon the Management Team being satisfied that:
  - i) It has received advice in writing from all parties that the dispute has been resolved; or the dispute has been determined by a court or tribunal of competent jurisdiction;
  - ii) Then:-the suspension of the dog as a result of the dispute shall be revoked; and the suspension of any application as a result of the dispute shall be revoked.
- d) Nothing shall preclude the Management Team of the MDBA from taking action against a member for a breach of Regulations, Codes, Policies or precedents of the MDBA.

## 2.8 Service Certification.

- a) Stud Service Certificates must be signed by both the Stud Dog Owner and the Dam Owner and possession of the form handed to the Dam Owner **at the time of the mating.**
- b) If the stud dog is not owned by an MDBA member the responsibility of having the form signed and given to the Dam owner falls with the Dam owner. Failure of the Dam owner to do so will result in a breach, accountability and discipline solely by the Dam Owner. **(As of 14/10/2019)**
- c) If the Stud Dog Owner is an MDBA member the responsibility for signing and provision of a completed stud service certificate at the time of mating falls with both parties who will both be in breach and held accountable and disciplined jointly. **(As of 14/10/2019)**
- d) Under no circumstance can the signing and release of the Service Certificate to the Dam Owner be in anyway dependent on any other contractual or conditional requirements which may delay or withhold the signature or exchange at all. **(As of 14/10/2019)**
- e) Any agreements for part payments, later payments, pup back agreements etc must be dealt with as a separate contract between the two parties which the MDBA will not be involved with. **(As of 14/10/2019)**
- f) A member shall not include any contractual provisions contrary to this rule. **(As of 14/10/2019)**

## 2.9 Artificial Insemination

- a) The registration of a dog bred by Artificial Insemination using fresh or chilled semen collected and inseminated by a registered veterinarian requires that:

- i) The semen was previously registered with the MDBA appropriate Register in accordance with the use of the semen registration form and/ or
- ii) The Certificate from the Inseminating Veterinarian is provided in a form approved by Management Team at the time of insemination and handed to the Dam's Owner for safe keeping until time of the litter being registered.

## **2.10 Rectification of Errors**

- a) Notice of any mistake in a pedigree must be given in writing to the Management Team within 7 days of the member receiving the pedigree, and thereupon the mistake may be rectified.
- b) If the error is caused by the MDBA there is no cost for rectification. If the error is made by the person submitting the litter application then payment of an administration fee will be required before the rectification of the error.
- c) If members provide a new owner with inaccurate pedigrees the cost of rectification is at the members expense.

## **2.11 Restricted Registration**

- a) A dog shall be registered with restricted registration if that dog is nominated for restricted registration on the application for registration form by the breeder or, as determined by the Management Team.
- b) Restricted registration is available for the following circumstances:
  - i) The dog is never to be used for breeding purposes; or
  - ii) The dog is not entire/has been neutered; or
  - iii) The dog is registered in the Companion Registry.

## **2.12 Transfers within the Registers**

- a) A dog may be transferred between Restricted and Open Registration as follows:
  - i) Transfer from Open Registration to Restricted Registration on application in writing signed by the registered owner.
  - ii) Transfer from Restricted registration to Open Registration on application in writing signed by both the breeder and registered owner.
- b) Any application for transfer not covered by these Regulations must be first approved by the Management Team.

## **2.13 Transfers of Ownership.**

- a) An application for the transfer of ownership of an MDBA registered dog shall be made on the reverse of the Certificate of the dog's Registration. For dogs sold within Australia, the new owner is responsible for the lodgement of the application for transfer of registration.
- b) An application for transfer of ownership of a dog may be considered by the Management team if the signature of the Registered Owner cannot be obtained. In such circumstances the person seeking to transfer the dog must submit a statutory declaration evidencing the facts.
- c) The Management Team may approve or disallow the transfer depending on the facts and may impose conditions on the transfer as it may deem necessary.
- d) Any transaction which changes the registered status or ownership of a dog will only be processed upon receipt of the dog's Registration Certificate and fee payment.
- e) Where such Registration Certificate has been lost or destroyed. A duplicate may be provided subject to receipt of a statutory declaration and fee.

- f) Except as provided for in these Regulations any member selling, supplying or disposing of a dog to another person must supply to that person the signed registration certificate duly completed with the name and address of the person and the transfer date, within 6 calendar months of disposal unless the Management Team otherwise directs.
- g) A member shall not sell any dog in such a manner as to cause the buyer to believe the dog being sold is registered with the MDBA if it is not.
- h) A member may indicate during the sale that a dog which is not as yet registered with the MDBA is intended to be registered in accordance with MDBA registration requirements.
- i) A member shall not include any contractual provisions contrary to this regulation

## **2.14 Leases**

- a) An application for the registration of a Lease shall be made on the reverse side of the Certificate of Registration of the dog, fully completed and signed by the Lessor and the Lessee and accompanied by the prescribed fee.
- b) An application for the registration of a lease must be lodged within sixty (60) days after the effective date of the lease.
- c) A lease may be terminated at any time subject to the mutual written consent of the Lessor and Lessee.
- d) Neither the Lessor nor the Lessee can transfer the dog until termination of the lease.
- e) Any conditions pertaining to a Lease agreed between the parties shall be private contractual arrangements between themselves and will not be administered by the MDBA.

## **2.15 Cancellation or Variation of Registration**

- a) The Management team may cancel, suspend or vary the registration of any dog or may suspend or require a variation to be made to any prefix.
- b) During the period of suspension of registration, the dog shall be deemed for all purposes to be not registered.
- c) Suspension or variation in the registration of a dog shall not necessarily affect the registration of any progeny registered or conceived before the suspension or variation.
- d) Upon the suspension of or variation in the registration of a dog The Management Team may suspend or vary the registration of any descendant of said dog.
- e) The Management Team may revoke the suspension or revocation of the registration of a dog.

## **2.16 Disputed/Unknown Parentage**

- a) The Management Team may direct a member to provide DNA evidence from a specific DNA laboratory to determine the parentage of a dog where the parentage of a dog or litter is disputed or uncertain.
- b) Where the Management Team directs that DNA testing be carried out, the Management Team shall determine who has liability for the costs incurred.
- c) The Management Team shall direct what action is to be taken in regard to registration based on the evidence of DNA testing.
- d) Where it is found by DNA evidence that the registered sire or dam is incorrect then all progeny shall be immediately suspended from the Register.
- e) Where through DNA evidence it is determined that a certain dog qualifies as the sire or dam of a litter then the breeder shall also submit a statutory declaration declaring that no other dog other than those tested could have been the sire or dam of the litter.

## **2.17 Suspension of Registration**

- a) The registration of a dog may be suspended, either temporarily or permanently as the case may be, in any of the following circumstances:
  - i) The prescribed fee payable upon any registration or transfer or application for transfer of such dog has not been paid.
  - ii) If by Local law the owner is divested of the legal ownership or possession of the dog.
  - iii) Any particulars of a material nature furnished in the application for registration are incorrect.
  - iv) The Management Team determines that the suspension is in the best interests of the particular breed.

## **2.18 Registering a litter**

- a) Microchip numbers are mandatory for the registration of any dog in any MDBA Register.
- b) To register a litter of puppies on any MDBA registry you must:
  - i) Be a current financial MDBA Breeder member of good standing
  - ii) Have a MDBA kennel prefix
  - iii) Be the owner of the Dam at the time of mating and whelping
  - iv) Complete the online litter application form. The Management Team will not accept litter applications by any process other than the online form.
  - v) Upload to the litter application form the following:
    - (1) Copies of the pedigrees of both sire and dam of the litter or their MDBA registration numbers if they are already entered on one of the MDBA registries.
    - (2) Any mandatory DNA evidence.
    - (3) The stud service, if the dog is not owned by the breeder
    - (4) Veterinarian certification if the bitch has been artificially inseminated. The certification must identify both dogs via microchip and colour/markings.
  - vi) Pay the necessary litter application fees.

## **2.19 Pedigree Acceptance Criteria**

- a) The MDBA will accept pedigrees from that contain the following information:
  - i) The name of the issuing organisation, with their logo
  - ii) Contact details and address of the issuing organisation
  - iii) The name and signature of the Registrar or other authorized person
  - iv) The name of the breeder defined as the owner of the dam at the time of the dog's conception or birth.
  - v) The Registered name of the dog
  - vi) The Registered number of the dog
  - vii) The date of birth of the dog,
  - viii) The gender of the dog
  - ix) The names and registry numbers of other ancestors, to the number of generations required by the issuing organisation
  - x) Each dog on the pedigree with the exception of those in the General Stud Registry or recognised as purebred must be notarized as to how many generations the dog is past any infusion.
  - xi) Each dog on the pedigree must have a name which is listed with the appropriate registry applicable to the application.
  - xii) Each dog on the pedigree must have a unique number issued by the registry which has issued the pedigree.

## 2.20 General Stud Registry

- a) The General Stud Registry accurately documents and keeps records of all MDBA recognised pure breeds. It records, health and temperament – good and bad and any recognised awards or specialist work the dogs have credentials in. Purebred dogs which are born anywhere in the world are able to be accepted.
- b) Conditions required for dogs to be accepted into the General Stud Registry are:
  - i) The breeder must be an MDBA breeder member.
  - ii) The dam must be registered with the MDBA prior to or at the same time as registration of the litter.
  - iii) The dam must be owned at the time of whelping the litter by an MDBA breeder member.
  - iv) Any mandatory tests or DNA evidence for the breed must be completed prior to or simultaneously at the time of registration.
  - v) The sire must be able to be recognised and registered by the MDBA as a verifiable purebred dog of the same breed as the dam.
  - vi) All dogs registered in the MDBA General Stud Registry must be identified by a microchip.
  - vii) Both parents must be of the same breed and be registered with or eligible to be registered as a pure breed in the MDBA General Stud Registry.
  - viii) All dogs in the General Stud Registry shall have a registration number allocated which will be included in the name.
  - ix) All dogs in the General Stud Registry which are endorsed by the breeder as restricted and pedigrees marked as “Not for Breeding” will be disqualified to be used as breeding dogs unless the breeder gives approval in writing that the dog can be upgraded to an open pedigree.
  - x) The MDBA Board may at its discretion allow the status of a dog to be changed without a breeder’s approval if the reasons for changing the status of the pedigree is deemed exceptional and in the best interests of the dog and the breed.

## 2.21 Research Registry

- a) The Research Registry keeps records of all approved Research breeding programs for which record keeping is vital to the outcome of the results and history of the breed
- b) All Research breeding programs must be approved by the MDBA Board prior to the programs starting.
- c) Breeders wishing to carry out or join a Research breeding programme must:
  - i) Have held their MDBA prefix for a minimum of three years **and** have registered at least 5 litters. This rule may be waived at the sole discretion of the Management Board.
  - ii) Submit an application for approval of the programme, BEFORE carrying out mating
- d) The application for a Research breeding program (available on the MDBA website) must cover, at a minimum, the following:
  - i) The goal of the breeding program.
  - ii) Pedigrees or known details of the dogs that the breeder intends to use in the Research programme. Any dogs used in a Research breeding program must be registered with the MDBA in the usual way.
  - iii) Photographs of the dogs that the breeder intends to use in the Research programme.
  - iv) Microchip numbers of all dogs in the application
  - v) A DNA profile of all dogs in the application
  - vi) The reason these dogs are a good match for the breeding program
  - vii) Any supporting articles, and/or genetic information that are available.
  - viii) Photographs of the parents of the first generation (and other photographs if relevant).

- e) Applications will be submitted to the MDBA office to ensure there is adequate information in the application after which it will be submitted for comment to the Breed Advisory Committee after which a report will be compiled to the MDBA Board who will make a determination on the suitability of the breeding program related to bettering the breed.
- f) After consultation, deliberation and confirmation/rejection the Board will advise the applicant of the outcome, along with any advice, recommendations, conditions or restrictions and if a programme is declined, will advise of the reasons.
- g) After approval of the Research breeding program the following applies:
  - i) All dogs used for breeding in the Research register must be identified by microchip and DNA profile.
  - ii) All Research Register dogs shall have a registration number allocated, preceded by the letter's RR and a Generation number which is to be included as part of the dogs registered name.
  - iii) A dog may not move from the Research registry into the Intermediate Registry or the General Stud Registry unless it is at least 4 generations past an infusion and is assessed by the MDBA board as to its suitability to do so.
  - iv) All progeny not intended for breeding as part of the Research breeding program must be issued with restricted pedigrees, marked "Not for Breeding" and the breeder must have a de-sexing contract with the puppy buyer.
  - v) Reports of results and progress of the Research breeding program must be submitted to the MDBA office annually.
- h) The MDBA Board can, at their discretion, at any time cancel a Research breeding program

## 2.22 Foundation Registry

- a) The MDBA Foundation Registry provides a third-party arm's length service for recording pedigree information and maintaining stud books for a new breed as it completes its journey toward breed recognition. It is utilised solely as a registry system for new breeds in development as defined. The MDBA does not register cross bred litters with no goal of reaching pure breed recognition.
- b) **Important:** At this stage of a breed in development the registry is primarily for ancestry and health/temperament tracking purposes. It should be understood that acceptance for registration in the foundation registry implies only that the MDBA agrees to provide registration facilities for development of the breed in question and that the goal is to move toward defined purebred status.
- c) Breeding dogs on the Foundation Register does not automatically mean that the breed or the breed name is or will be recognised in the future or accepted by the MDBA.
- d) On application for acceptance there must be a clear pathway and goal toward development of a new breed to demonstrate the end desired result is a predictable pure breed which breeds true.
- e) Foundation registry stud books for each breed are open and will remain open until such time that the breed is recognised as a pure breed in its own right.
- f) As dogs qualify as Prime breeding stock they will be able to be used in final stages of the breed's development by entering the Intermediate Registry. No dog is able to progress to the General Stud registry from the foundation registry without first qualifying for inclusion in the Intermediate Registry.
- g) **Foundation Registry Criteria**
  - i) All dogs accepted for breeding in the foundation register must be identified by microchip and DNA profile.

- ii) All Foundation Register dogs shall have a registration number allocated, preceded by the letters FR and a Generation number which is to be included as part of the dogs registered name.
- iii) A dog will not be transferred from the Foundation Registry to the Intermediate Registry unless:
  - (1) It is at least 4 generations past an infusion;
  - (2) The Breed Advisory committee for that breed has applied to the MDBA Board for inclusion of that dog to be moved into the Intermediate Registry
  - (3) The Breed Advisory application has been assessed by the MDBA management board as to its suitability of that dog to become part of the Intermediate Registry.
  - (4) All progeny not intended for breeding as part of the foundation breeding program must be notarised "Not for Breeding".
- h) Naming a New Breed for acceptance into the Foundation Registry**
  - i) The name may not be derogatory or inappropriate in nature
  - ii) It may not duplicate the name of a different breed already accepted and recognized by the MDBA or by any other established registering association.
  - iii) It may not be a composite of two or more established purebred names.
  - iv) The name can be altered or amended between acceptance onto the foundation registry and acceptance into the General Stud Registry when the breed is formally recognised.
- i) Acceptance of a new breed into the MDBA Foundation Registry.**
  - i) Groups of people and individual breeders can fill out the application for a breed to be included into the Foundation Registry for consideration by the MDBA board. This form needs to be accompanied by:
    - (1) A brief description of the proposed breed that identifies it as distinct from all other breeds.
    - (2) A breed description that outlines the breed characteristics and breed standard.
    - (3) The proposed breeding program goals.
    - (4) The proposed breed name which must be unique. The name used for registration in the Foundation Registry must not in any way be considered the official breed name accepted or approved by MDBA and may be changed, removed or revoked at any time.
  - ii) The Board will review the application based on whether the goal is to establish a breed that is sufficiently different from an existing recognised breed
  - iii) The MDBA will not approve any foundation breed if there is sound scientific evidence that there are inherent genetic problems deleterious to the health of the dogs in question which cannot be eliminated through selective breeding.
- j) Approval of an infusion in the Foundation Registry.**
  - i) An application for an infusion must include particulars of the dog being considered for infusion and an explanation as to why the breeder feels this is something which will benefit the breed.
  - ii) The application must include the following:
    - (1) Use as much detail as possible.
    - (2) The name of the dog being considered if known
    - (3) The breed of the dog being considered if known
    - (4) Why you think there is a need for an infusion
    - (5) The desired outcome of the infusion
    - (6) Why you think this infusion is the best for the desired outcome over any other
    - (7) Possible potential advantages and disadvantages for the breed overall.
    - (8) A description of your current and future breeding program if the infusion is approved.

- (9) Photographs of the dog from the front side and back
- (10) Copy of the dog's pedigree
- iii) Upon application the Breed Advisory committee will consider the potential advantages and disadvantages for the breed.
- iv) Financial members breeding the breed may be surveyed for their comments on whether they think the infusion is desirable. (As of 01/01/2020).
- v) The infusion application and Breed Advisory committee report is then presented to the MDBA Board who will assess all information and will make the final decision.
- vi) Upon approval into the MDBA Foundation Registry as an infusion each dog will be graded on a case by case basis and restrictions may apply as to what dogs it is able to be mated to and how progeny must be dealt with.
- k) Intermediate Registry**
  - i) The purpose of the Intermediate Registry is to provide a transitional registry as a breed advances on its journey toward breed recognition.
  - ii) This Registry identifies and isolates dogs which meet the required advanced development criteria for qualification as Prime breeding stock into the final phase before acceptance of the breed as a pure breed and entry into the General Stud Registry.
- l) Breed Recognition**
  - i) For a breed to move to the General Stud Registry from the Intermediate Registry.
    - (1) An application to advance from the Intermediate Registry to the General Stud Registry may only be submitted at least one year after the breed has been accepted into the Intermediate Registry.
    - (2) An application form accompanied by a processing fee is to be forwarded to the MDBA Board.
- m) Transfer Criteria**
  - i) Criteria to be met at the time of the application must include at a minimum:
    - (1) 200 MDBA breeder members are breeding towards the breed standard.
    - (2) 500 dogs of the breed have been registered in the MDBA Foundation Register.
    - (3) 300 litters of the breed have been registered from parents which are in the Intermediate register.
    - (4) 1250 MDBA members [breeders and pet owners] in good standing from at least 2 different geographic regions are on record as owning dogs of the breed registered in the Intermediate register.
    - (5) 200 entire dogs with at least 4 generation pedigrees registered with the Intermediate Registry which are judged to be prime examples of the breed standard and capable of breeding true to the breed standard.
    - (6) The breed standard may be amended at any point up until final approval for inclusion as a recognised breed is completed in accordance with breed standard amendments policy of the MDBA.
    - (7) An authenticated copy of the final Breed standard and requirements dated as at time of final submission for final breed approval.
    - (8) The Breed Advisory committee has maintained continuous contact with the MDBA by sending documentation of the conducting of Breed Advisory Committee business and at least one breed club responsible for activities and promotions is in existence and has continuously complied with MDBA Associated Club rules.
    - (9) There has been a continuous registration of litters and dogs in the MDBA Foundation and Intermediate registries reflecting ongoing interest in the breed and a commitment to maintaining accurate pedigrees.
    - (10) The application is approved by the MDBA Board, Genetics and Rules Committees

- ii) At the time of breed recognition acceptance the breed will be upgraded into the General Stud Registry and formal MDBA breed recognition will be announced.

## **2.23 Extension Registry.**

- a) The Extension Registry is intended to be used to record and document dogs which fit the criteria as a purebred dog of a recognised breed but where no pedigree details or missing pedigree details in any of the last 4 generations are available.
- b) The purpose of the Extension registry is to ensure that only dogs which are able to provide suitable pedigree evidence [via MDBA criteria] are able to have entry into the general stud book of a purebred dog breed. The Extension registry provides the ability for a dog identified as a purebred without pedigree evidence to be registered as a Extension dog. No dog nor its progeny is able to gain entry to the general stud book without first qualifying by MDBA criteria.
- c) For a dog to be included in the Extension Registry.
  - i) All dogs must have DNA identification of breed.
  - ii) All dogs must have microchip identification and proof of ownership.
  - iii) All dogs must be accompanied by a photo of both sides of the dog, the front, head and rear of the dog.
  - iv) A written statement is required by the breeder to explain the circumstances that occurred which prevented the dog from having a certified pedigree which includes an explanation of the positive qualities the dog will bring to the breed.
- d) All Extension Registry dogs shall have a registration number allocated, preceded by the letters ER and a Generation number which is to be included as part of the dogs registered name.
- e) Dogs included in the Extension Registry must be mated to dogs on the General Stud Registry unless prior approval is received from the MDBA Board.
- f) Dogs progeny are eligible to move from the Extension Registry to the General Stud Registry only after assessment from the MDBA as to its suitability and it has reached at least 4 generations from entry.

## **2.24 Companion Registry**

- a) The purpose of the Companion Registry is to enable un-registered pure bred and cross bred dogs defined as "Companion Dogs" for the purpose of participation in MDBA activities other than those events which are 'restricted to breed' or 'restricted to group' events.
- b) The registration of all dogs in the Companion Registry shall be recorded under "common name" only.
- c) The Registration Certificate shall evidence the following: -
  - i) Breed Type - "Companion".
  - ii) Name of dog and registration number (Registered number shall be prefixed by letters "CR" evidencing "Companion" Registry).
  - iii) Sex
  - iv) Colour
  - v) Date of registration
  - vi) Owner's name and membership number
- d) Dogs on the Companion Registry will be issued a Certificate of Registration
- e) To register a dog in the Companion Registry the person registering the dog must be:
  - i) A MDBA financial member.
  - ii) The legal owner of the dog.

## **2.25 Breed Description Revision**

- a) These processes are in place to ensure that no individual or small group has the ability to make changes without due process.
- b) A revision consists of any change, deletion, interpretation, or clarification to a breed description.
- c) Once the Board of Directors has approved a breed description there is a five-year moratorium on revisions.
- d) Only approved MDBA Breed Advisory Committees can apply for a Breed Description revision for their breed.
- e) The Breed Advisory committee will within 14 days of the start of the review, notify the Management team that the committee is in the process of reviewing the breed description
- f) The Breed Advisory committee will submit revisions as they take place to the Management team. This will allow the Management team to assist in the development of the reviews and to assist Breed Advisory committees in the presentation of the report to the Board.
- g) Once the revisions are finalised and the report written, the Management team will present the report to the Board.
- h) The Board will assess the report and make necessary comments on the proposed revisions. The Board after it is satisfied the revisions are appropriate will authorise the MDBA Management team to undertake a survey seeking comments from all breeder members of that breed.
- i) A report on this survey will be presented to the Board from the Management Team and must clearly state if the revisions are agreed to by the majority of breeder members.
- j) If the proposed revisions do not receive 75% of members agreement then the Management Team should immediately notify the Board.
- k) Survey results that support a revision to the breed description will be scheduled for inclusion on the agenda of the Board for consideration.
- l) The Management team will forward the survey results and a report to the Board.
- m) If the proposed breed description is successful:
  - i) The Board will notify the Breed advisory committee to announce the changes.
  - ii) There will be a five-year moratorium on further changes to that breed description the approved revision.
  - iii) The Breed Advisory committee must reiterate the five-year moratorium at the time of the notification.
  - iv) The approved revised breed description will be published on the MDBA website.

## **2.26 Breed Registration Criteria**

- a) For each breed the MDBA will develop a set of registration criteria in conjunction with Breed Advisory Committees based on what is considered to be in the best interest for future generations of each individual breed.
- b) All final decisions for acceptance of a breed description, or registration requirements or any proposed changes are at the discretion of the MDBA Board in consultation with veterinary and genetic experts.
- c) Only those changes that are in the best interest of the dogs and the breed's welfare will be accepted.

## **2.27 Accepted Breeds**

- a) The MDBA will not register any dog that is restricted by local legislation.

- b) The following breeds are the only breeds currently recognized by Master Dog Breeders and Associates. They are accepted into the Registries only if all Registry Rules and criteria are met.

Affenpinscher	Irish Setter
Afghan Hound	Irish Terrier
Airedale Terrier	Irish Water Spaniel
Akita	Irish Wolfhound
Alaskan Malamute	Italian Corso Dog
American Staffordshire Terrier	Italian Greyhound
Anatolian Shepherd Dog	Italian Spinone
Australian Cattle Dog	Jack Russell Terrier
Australian Dingo	Japanese Chin
Australian Kelpie	Japanese Spitz
Australian Shepherd	Kangal Dog
Australian Silky Terrier	Keeshond
Australian Stumpy Tail Cattle Dog	Kerry Blue Terrier
Australian Terrier	King Charles Spaniel
Basenji	Komondor
Basset Fauve de Bretagne	Kuvasz
Basset Hound	Labrador Retriever
Beagle	Lagotto Romagnolo
Bearded Collie	Lakeland Terrier
Bedlington Terrier	Large Munsterlander
Belgian Shepherd Dog	Leonberger
Bergamasco Shepherd Dog	Lhasa Apso
Bernese Mountain Dog	Lowchen
Bichon Frise	Maltese
Black Russian Terrier	Manchester Terrier
Bloodhound	Maremma Sheepdog
Bluetick Coonhound	Mastiff
Border Collie	Miniature Pinscher
Border Terrier	Neapolitan Mastiff
Borzoi	Newfoundland
Boston Terrier	Norfolk Terrier
Bouvier Des Flandres	Norwegian Buhund
Boxer	Norwegian Elkhound
Bracco Italiano	Norwich Terrier
Briard	Nova Scotia Duck Tolling Retriever
British Bulldog	Old English Sheepdog
Brittany	Otterhound
Bullmastiff	Papillon
Bull Terrier	Parson Russell Terrier
Bull Terrier (Miniature)	Pekingese
Cairn Terrier	Peruvian Hairless Dog (Perro Sin Pelo Del Peru)
Canaan Dog	Petit Basset Griffon Vendeen
Canadian Eskimo Dog	Pharaoh Hound
Cavalier King Charles Spaniel	Pointer
Central Asian Shepherd Dog	Polish Lowland Sheepdog
Cesky Terrier	Pomeranian
Chesapeake Bay Retriever	Poodle (Miniature)
Chihuahua	Poodle (Standard)
Chinese Crested Dog	Poodle (Toy)
Chow Chow	Portuguese Podengo

Clumber Spaniel	Portuguese Water Dog
Cocker Spaniel	Pug
Cocker Spaniel (American)	Puli
Collie (Rough)	Pumi
Collie (Smooth)	Pyrenean Mastiff
Curly Coated Retriever	Pyrenean Mountain Dog
Dachshund	Rhodesian Ridgeback
Dachshund (Miniature)	Rottweiler
Dalmatian	Saluki
Dandie Dinmont Terrier	Samoyed
Deerhound	Schipperke
Dobermann	Schnauzer
Dogue de Bordeaux	Schnauzer (Giant)
Dutch Shepherd	Schnauzer (Miniature)
English Setter	Scottish Terrier
English Springer Spaniel	Sealyham Terrier
English Toy Terrier	Shar Pei
Eurasier	Shetland Sheepdog
Field Spaniel	Shiba Inu
Finnish Lapphund	Shih Tzu
Finnish Spitz	Siberian Husky
Flat Coated Retriever	Skye Terrier
Foxhound	Sloughi
Fox Terrier - Smooth	Soft Coated Wheaten Terrier
Fox Terrier - Wire	Spanish Mastiff
French Bulldog	Staffordshire Bull Terrier
German Hunting Terrier	St. Bernard
German Pinscher	Sussex Spaniel
German Shepherd Dog	Swedish Lapphund
German Shorthaired Pointer	Swedish Vallhund
German Spitz	Tenterfield Terrier
German Wirehaired Pointer	Tibetan Mastiff
Glen of Imaal Terrier	Tibetan Spaniel
Golden Retriever	Tibetan Terrier
Gordon Setter	Weimaraner
Grand Basset Griffon Vendeen	Welsh Corgi (Cardigan)
Great Dane	Welsh Corgi (Pembroke)
Greyhound	Welsh Springer Spaniel
Griffon Bruxellois	Welsh Terrier
Hamiltonstovare	West Highland White Terrier
Harrier	Whippet
Havanese	White Swiss Shepherd Dog
Hungarian Vizsla	Xoloitzcuintle
Hungarian Wirehaired Vizsla	Yorkshire Terrier
Ibizan Hound	<b>Foundation Breeds</b>
Irish Red and White Setter	Australian Cobberdog
	Australian Bulldog
	Prague Ratter

## 3 Complaints

### 3.1 Definitions

Complainants: A person making a complaint,

Respondent: A person about whom the complaint is about.

### 3.2 Complaints Criteria

- a) The MDBA will accept complaints that:
  - i) Allege a member has breached the Code of Ethics, rules or regulations; and
  - ii) Are submitted using the approved methods.
- b) A Complainant must provide their:
  - i) Name,
  - ii) Contact details, Address details will not be passed onto the member.
  - iii) Proof of their identity,
  - iv) Full details of the allegations
  - v) Evidence that substantiates the allegation/s. All evidence must be submitted at the time of lodging the complaint.
- c) If the complaint allegations are about the purchase of a dog or puppy then the Complainant must –
  - i) Be the legal owner of the dog and either
    - (1) Have purchased the dog from an MDBA member; or
    - (2) Have purchased an MDBA registered dog from a third party under instruction from the breeder.
- d) The MDBA will not accept complaints that:
  - i) Are anonymous;
  - ii) The Complainant does not want their identity disclosed to the Respondent;
  - iii) Are contractual in nature;
  - iv) Have no substantiating evidence;
  - v) Are from a third party;
  - vi) Are not made using the approved methods;
  - vii) Are not made in good faith.
- e) It is important to note that, we are unable to provide legal advice to any one whether they are MDBA members or not.
- f) The MDBA will refer all complaints that fall under RSPCA and/or Local Council rules to those bodies within seven days.

### 3.3 Complaints Process

- a) A complaint can be lodged in two ways:
  - i) By the Complainant using the complaints form on the website; or
  - ii) By calling or emailing the MDBA office.
- b) Only complaints about a member breaching to the Code of Ethics, rules or policies can be actioned by the MDBA.
- c) The MDBA will provide the Respondent with the full complaint and supporting documentation provided by the Complainant and they will be required to provide their response to the allegations within 7 days of receiving the complaint notification from the MDBA.

- d) Should the Respondent fail to respond within 7 days the matter will be referred to the MDBA Board for further action.
- e) The MDBA will make any inquiries it deems necessary to investigate a complaint.
- f) All relevant evidence gathered during the course of an investigation will be issued to the Respondent to enable them to answer the allegations.

### **3.4 Complaint Outcomes**

- a) Should the Respondent have a case to answer, the complaint will be referred to the MDBA Board for assessment and potential disciplinary action.
- b) Should the Respondent have no case to answer, the case will be closed



## 4 Discipling of Members

- a) An MDBA member can face disciplinary action if:
  - i) They breach the MDBA Code of Ethics, Rules or policies;
  - ii) They are found guilty of an animal welfare offence;
  - iii) They breach local laws where local authorities give them a benefit because of their MDBA membership.
  - iv) Their actions could become associated with the MDBA and:
    - (1) Cause a negative impact on the MDBA;
    - (2) Undermine public confidence in the MDBA or
    - (3) Cause embarrassment to the MDBA:
- b) If as a result of a complaint or information coming from other sources the MDBA Board determines a member should face disciplinary action, the following actions can be taken:
  - i) An educational plan is developed with the member to remediate any shortcomings;
  - ii) An enforceable contract is drawn up with conditions that ensure that the situation cannot occur again;
  - iii) Termination of the members MDBA membership. If a Victorian Breeder member's membership is terminated the MDBA will notify the terminated members local council and the Department of Jobs, Precincts and Regions within seven days of the members termination date.

## 5 Associated Clubs (as of 01/01/2021)

### 5.1 Application

- a) The Board of Directors may admit; as an Associate of the Master Dog Breeders and Associates (MDBA); a Canine or other club established for the purpose of conducting events and of promoting interest in pure bred dogs or a particular pure bred dog breed(s). Irrespective of whether the said club/society/association is incorporated or unincorporated PROVIDED that the MDBA board is satisfied that such association is warranted based upon the following being taken into consideration:
  - i) The number of MDBA members and purebred dog population within the geographic area to be serviced by the applicant club;
  - ii) The existence of any other MDBA associated club, established within the geographic area, which may be capable of serving the interests of the members of the applicant club;
  - iii) The present or future viability of an existing MDBA associate club should the MDBA Board grant the application of the new MDBA associate club within the same geographic area.
- b) An MDBA Associated Club:
  - i) Will incur a one-time administration application fee and an annual administration fee to continue to be associated with the MDBA. The application fee must be paid prior to the MDBA's assessment of the application.



- ii) The annual administration fee must be paid in advance so within 30 days of being approved as an Associated Club the first annual administration fee must be paid.
- iii) The annual administration fee is payable on the first day in July each year, and if an Associated Club fails to pay their annual fees prior to the first day of August each year it shall not be entitled, until otherwise determined by the MDBA Board, to any of the privileges to which an MDBA Associated Club.
- iv) Is autonomous and is responsible for its own running costs and the organising of its own activities, events and fundraising. However, the MDBA must approve any event(s) prior to an Associated Club beginning any organisation for said event(s).
- v) Will conduct their own fundraising activities and events.
- vi) Must apply to the MDBA for approval for activity days and proposed events, programs or innovations intended by the associated club. The MDBA will help promote these activities once they are approved.
- vii) Must operate their own bank accounts and must keep their own records of membership details and finances.
- viii) Must provide the calculation of the associated club's member numbers, which will include all individuals, corporations, and multiple members on one membership to be counted as a total number of individual members.
- ix) Must prominently display the MDBA logo and the link to the MDBA website on the associated club's website as well as a set page written by the MDBA. The MDBA will have links on their website to all associated clubs.
- c) An application for an MDBA Associated Club shall not be approved unless the Club has in its constitution or rules the provisions set out below.
  - i) The objects of the Club are to:
    - a) Be associated with the MDBA;
    - b) Promote and raise the health, welfare and standards of purebred dogs;
    - c) Promote and encourage the breeding of pure bred dogs;
    - d) Conduct events.
    - e) Foster, promote and protect the interests of participants and their dogs at events;
    - f) Educate and ensure members, breeders and assessors to abide by the requirements and standards approved by the MDBA for the conduct of events.
    - g) Promote camaraderie and sporting integrity amongst members and those participating in or attending meetings or events.
    - h) Foster relations with other MDBA Associated Club's having similar aims;

## 5.2 Association with the MDBA

- a) The Application must be accompanied by the application form, administration fee, and a copy of the constitution of the applicant Club.
- b) So long as the Club is an authorised associate of the MDBA, every Club must have at least five (5) financial MDBA members [Breeder or Companion Dog Owner Members] which own a dog registered on one of the MDBA stud registries.
- c) A certificate signed by its President and Secretary stating that the applicant has, at least five (5) financial members each of whom is:
  - a) A financial member of the MDBA and



- b) The owner of a dog registered in one of the MDBA stud registries and which is the breed that the club is a specialist.
- c) The names and MDBA member numbers of those members.
- d) If the applicant is a specialist breed club, the full name of the Breed concerned as it is recognised by the MDBA must be identified in the applicant club name.
- e) It is the duty of all office bearers of an MDBA Associated Club to recognise that all books, records, registers, documents and information concerning the Club in the possession, control or knowledge of such, office bearers by virtue of their office (or former office) are the property of the associated club and to ensure that upon ceasing to hold any office within the associated club, all such material is promptly conveyed to the incoming office bearer(s).

### **5.3 Termination**

- a) A failure to meet the requirements of the MDBA Associated Club's rules is deemed to be misconduct.
- b) The MDBA Board of Directors may at any time and without assigning any reason terminate an Associated Club without any obligation to refund the whole or part of the Club fee paid.
- c) Notice of such termination shall be given to the associate concerned by the MDBA in writing via email and post. All moneys outstanding at the time of termination become payable to the MDBA within 7 days.