

# Angus Australia Regulations



ABN 56 000 574 210

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## 1. [INTRODUCTION](#)

- 1.1 These Regulations will take effect as from 1st January 2021, and replace all previous versions of the Regulations.
- 1.2 These Regulations may be amended from time to time by resolution passed at a meeting of the Board of Directors by a majority of at least three quarters of the Board present and voting.
- 1.3 The most recent version of these Regulations are accessible from the Angus Australia website ([www.angusaustralia.com.au](http://www.angusaustralia.com.au)).
- 1.4 As specified in the Angus Australia Constitution, these Regulations are binding on all Members and are necessary and desirable for the proper control, administration and management of Angus Australia's affairs, operations, finances, interests, effects and property.

## 2. [MEMBERSHIP](#)

- 2.1 Angus Australia (the "Society") shall recognise four categories of membership, as follows:
  - (i) Full Members
  - (ii) Junior Members – for persons aged up to and including 25 years of age.
  - (iii) Honorary Life Members
  - (iv) Associate Members.

- 2.2 Applications for membership must be submitted on a Membership Application Form together with the prescribed annual subscription fee.
- 2.3 Membership applications must include a membership name, which may be an individual, partnership or company. A membership name shall not normally resemble the prefix, or membership name recorded by another member, nor include the name of any other cattle breed other than Angus. At least one authorised signatory must be nominated for each membership.
- 2.4 A unique Herd Identifier code will be allocated for each membership (normally a three letter code).
- 2.5 Only Full, Honorary Life and Junior Members who have paid the annual Animal Registration Service Fee are eligible to apply for registration of animals in the HBR, APR, ACR or MBR.

## 3. [ANGUS AUSTRALIA LOGO](#)

- 3.1 The Angus Australia logo is for the use of the Society office and its state committees only. An adaptation including the word 'YOUTH' is for the use of Angus Youth only. Members may use an adaptation of the logo which includes the word 'MEMBER' subject to the following:

The logo must not be changed, altered, distorted, dismantled or used in part and must not be combined with any other image or lettering. Further, the logo must only be used in the preferred two colour (black and red PMS 186) application or in mono (black) and must not be used in any application that may bring the society into disrepute. Inappropriate use by members and use by non-members may be challenged under trade-mark laws.

## 4. [PREFIX, TATTOO AND BRAND](#)

- 4.1 Members must record a prefix, tattoo mark and brand (if such is intended to be used) before applying to register animals in the HBR, APR, ACR or MBR.
- 4.2 The prefix should be a minimum of 4 characters and a maximum of 16 characters in length, and shall not normally resemble the prefix, or membership name recorded by another member.
- 4.3 The tattoo mark is a set of characters or symbol that shall not resemble any other tattoo mark recorded with the Society by another member.
- 4.4 If a fire or freeze brand is used it shall not resemble any other brand recorded by another member.

## 5. [HERD INVENTORY](#)

- 5.1 All breeding females 2 years and over within the Inventory Year (1st January to 31st December) are

- split into either the Autumn Herd Inventory (for females calving between January 1 – June 30) or the Spring Herd Inventory (for females calving between July 1 – December 31).
- 5.2 Females for which the annual Herd Inventory Fees are paid will be designated as “Active”.
- 5.3 A Herd Inventory List will be provided to member (s) for each calving season showing the registration status of all “Active” females.
- 5.4 Calves can be registered for a particular calving season after all Herd Inventory Fees are paid for that season, and the “Active” list of females for that season is finalised by the member.
- 5.5 Females may be moved from Autumn Herd Inventory to Spring Herd Inventory (or vice-versa).
- 5.6 Once a female has been moved from the Autumn Herd Inventory to the Spring Herd Inventory (or vice-versa) then it cannot be moved back to the original Inventory Season unless a Herd Inventory Fee has since been paid.
- 5.7 Late Payment Fees will be applied if Herd Inventory Fees are not paid by the prescribed dates.
- 5.8 Where a female is the subject of a lease agreement, the lessee will be liable for payment of the prescribed Herd Inventory fees during the lease period.
- 5.9 If the payment for invoiced Herd Inventory fees is not received by the Society within 2 months of the prescribed date, the females invoiced for the period will be made “Inactive”.
- 5.10 Inactive females may be reinstated to “Active” status by the payment of a Reinstatement Fee plus the current Herd Inventory Fee. Reinstatement to “Active” status allows registration of the current year’s progeny only.
- 5.11 Where a female is jointly owned, the Herd Inventory Fee for the female will be charged to the member with recorded possession. Where possession is not recorded with the Society, each owner will be charged the full Herd Inventory Fee for the female.
- 5.12 Where a breeding female is under 2 years of age within the Inventory Year and has calved, a Herd Inventory Fee will be invoiced to register the calf.
- 6. REGISTRATION OF ANIMALS**
- 6.1 The Society shall maintain a number of registers for the recording of Angus and Angus influenced cattle, including:
- (i) Angus Herd Book Register (HBR)
  - (ii) Angus Performance Register (APR)
  - (iii) Multi-Breed Register (MBR)
  - (iv) Angus Commercial Register (ACR)
  - (v) Export Breeder Register (EBR)
- 6.2 CALF REGISTRATION  
The recorded owner or lessee of the dam (or recipient dam) of an animal at the date when the animal was born will be designated the Breeder of that animal.
- 6.3 Applications for registration shall be submitted by the Breeder, or an authorised signatory of the Breeder’s membership, in an approved format that includes such particulars as the Society shall require in respect of each animal.
- 6.4 Applications for registration will only be accepted for progeny of females that were “Active” in the calving season in which the progeny are born, and for which Herd Inventory Fees have been paid.
- 6.5 Applications for registration must be submitted within 12 months from date of birth of an animal otherwise the prescribed Late Calf Registration Fees shall apply.
- 6.6 Applications for registration will only be accepted if the Society is satisfied that the information provided is accurate and fulfils the requirements of these Regulations.
- 6.7 Applications for registration may be refused if the member has any overdue fees or charges payable to the Society.
- 6.8 Progeny of animals with shared ownership can only be registered under one prefix.
- 6.9 Where an animal is jointly owned or leased the owners or lessees must nominate who will be designated as the Breeder of any resultant calf.
- 6.10 It is the responsibility of the Breeder to take the necessary steps to assure the accuracy of the pedigree and of any other information provided in relation to an animal submitted for registration.
- 6.11 If it is found that the particulars of any animal are incorrect, the registration of that animal and its descendants may be corrected or cancelled.
- 6.12 The Breeder will provide a unique Animal Identifier (Ident) for each animal submitted for registration. This will consist of the Breeder’s Herd Identifier, a breeding year, a breeding year letter, and an animal number. The breeding year and year letter will denote the year in which the calf was born, and the animal number shall so far as is practicable, normally indicate the order in which the calf was born in relation to other calves born in the same herd in that breeding year.
- 6.13 Each breeding year shall commence on the 1st January and end on the following 31st December.
- 6.14 The breeding year letter assigned shall be as per the list of standard breeding year letters accepted by the Society.
- 6.15 Twins or calves from other multiple births are eligible for registration providing all other registration requirements are met and the application for registration states the calf is a twin or of other multiple birth.
- 6.16 In situations where the register is not specified with the application for registration, the register in which an animal is submitted for registration will be determined based on the register in which their sire and dam are recorded.
- 6.17 ANIMAL NAMES

- If a name is allotted to an animal tendered for registration it shall include the breeder's prefix. The name, including the prefix and any numeral forming part of the name, shall not exceed thirty six characters. A name may be refused if it is considered to be misleading, misapplied or contrary to the interests of the members of the Society.
- 6.18 Names of established families, established studs, or celebrated animals, may only be applied to an animal having some ancestral claim to such use.
- 6.19 The name of an animal shall not be changed after registration;
- (i) without the prior approval of the Society or;
  - (ii) without the prior approval of both the breeder(s) and current owner(s) or;
  - (iii) if the animal has progeny recorded or owned by another member.
- 6.20 **PEDIGREE-PERFORMANCE CERTIFICATE**  
A Pedigree-Performance Certificate will be issued to the Owner of any registered animal for a prescribed fee.
- 6.21 Where an animal has multiple owners the Pedigree-Performance Certificate shall indicate the percentage interest in the animal of each owner.
- 6.22 **GENETIC CONDITIONS**  
The following genetic conditions are monitored by the Society
- Alpha Mannosidosis (MA)
  - Arthrogyposis Multiplex (AM)
  - Contractural Arachnodactyly (CA)
  - Developmental Duplication (DD)
  - Dwarfism (DW)
  - Horns (HH)
  - Neuropathic Hydrocephalus (NH)
  - Oculocutaneous Hypopigmentation (OH)
  - Osteopetrosis (OS)
- 6.23 The registration certificates of all animals will display codes describing test results for certain monitored genetic conditions. These codes, as well as the calculated probabilities of animals being carriers of these genetic conditions will be available for all animals listed on the Society's website.
- 6.24 It shall be a requirement for the registration of calves in the HBR, APR, ACR or MBR who have been bred by AI or ET and whose sire is born after 1/1/2018, that the sire must be tested for any genetic conditions monitored by the Society for which commercially available tests are available.
- 6.25 **EMBRYO TRANSFER CALVES**  
In addition to the general requirements for registration, the following points apply to the registration of calves bred by embryo transplant (ET calves):
- (i) Identification of the donor dam and the sire,
  - (ii) Identification, breed code and year of birth of recipient dam,
  - (iii) Date of embryo transplant (implant),
  - (iv) For calves recorded in the HBR, APR, ACR or MBR, if the donor dam is born on or after 1/1/2004, a DNA profile for the donor dam will normally be required to be recorded with the Society.
  - (v) If the donor dam is born on or after 1/1/2018, the DNA profile must be a SNP profile with a minimum of 5,000 SNPs.
- 6.26 An ET calf recording fee is payable for all calves produced by embryo transfer unless a herd inventory fee for the recipient dam has been paid for the relevant year. If the embryo calf is of a higher registration level than the recipient dam the difference between the registration levels will be payable.
- 6.27 Females that are downgraded to "Recipient" status can be reinstated back to their original registration status at no cost, provided an ET calf has been recorded during the preceding 12 months and the ownership is unchanged.
- 6.28 The eligible registration level of an ET calf will be no higher than the eligible registration levels of either its sire or donor dam.
- 6.29 **CLONED ANIMALS**  
In addition to the general requirements for registration, the following points apply to the registration of a cloned animal:
- (i) To be eligible for registration the DNA profiles of the clone and the genetic donor must be identical.
  - (ii) The cloned animal will carry the name of the genetic donor as well as the Herd Identifier, year letter and unique sequence number (in the registration herd) and the suffix of (CLONE).
  - (iii) In order for a breeder who is not the owner of the genetic donor to register a cloned animal, written consent from all owners of the genetic donor must accompany the cloned animal's application for registration.
- 6.30 **HORNS and SCURS**  
No animal shall be eligible for entry in the HBR or APR if it shows signs of developing or having had a horn or scur.
- 6.31 **COLOUR**  
To be eligible for entry in the HBR or APR animals must be black or red in colour and shall not have white skin above the underline, or on or in front of the navel scar, or on a leg or foot (unless it is a birthmark).
- 6.32 An application for registration of any animal that is red in colour shall indicate such fact. In such cases, a suffix of (RED) will be displayed at the end of an animal's name.
- 6.33 **PERMANENT IDENTIFICATION**  
Every animal in the HBR, APR, or MBR shall have an approved National Livestock Identification Scheme (NLIS) tag applied to the right ear; and either:
- (i) Be tattooed in the left ear with the registered tattoo mark of the Breeder; and, in either the

- left or right ear with a breeding year letter and animal number; or
- (ii) Have a freeze or fire brand applied that includes the registered brand symbol, relevant year letter and animal number.
- 6.34 Every animal recorded in the HBR, APR or MBR shall have a minimum of one form of permanent identification applied by weaning, and two forms of permanent identification applied by 18 months of age.
- 6.35 Either the visual NLIS number or NLIS RFID of every animal recorded in the HBR, APR or MBR must be recorded with the Society before the animal is 12 months of age. If a NLIS tag is replaced for any reason, the Society must be notified of the new number or RFID within 30 days of application.
- 6.36 No two calves from the same herd shall be tattooed or branded with the same year letter and number.
- 6.37 Full DNA parent verification (i.e. both sire and dam) will normally be required before the Society will provide permission for an animal registered in the HBR, APR or MBR to be re-tattooed or re-branded. Should it be necessary to re-apply tattoo marks and/or fire brands to an animal they shall be re-applied in the presence of another Full Member, or person appointed by the Society, who shall subsequently provide written confirmation of the procedure.
- 6.38 **PARENTAGE VERIFICATION**  
It shall be a requirement for the registration of all animals in the HBR, APR, ACR or MBR whose sire is born on or after 1/1/2004, that their sire has a DNA profile recorded with the Society. If the sire is born after 1/1/2018, the DNA profile must be a SNP profile with a minimum of 5,000 SNPs.
- 6.39 The sire of an animal recorded in the HBR, APR, ACR or MBR can only be amended if it is accompanied by a DNA sire verification.
- 6.40 The dam of an animal recorded in the HBR, APR, ACR or MBR can only be amended if it is accompanied by a full DNA parent verification (i.e. both sire and dam).
- 6.41 The sex of an animal recorded in the HBR, APR, ACR or MBR that is more than 24 months of age can only be amended if it is accompanied by a DNA sire verification.
- 6.42 The registration of an animal recorded in the HBR, APR, ACR & MBR when either the sire or dam were under 11 months of age at the time of conception must be accompanied by DNA sire verification.
- 6.43 A suffix will be displayed in superscript at the end of each animal's name recorded on the HBR, APR, ACR or MBR indicating its DNA parent verification status.
- 6.44 **REGISTRATION OF ANIMALS RECORDED WITH OTHER BREED ASSOCIATIONS**  
An application for registration of an animal recorded with another breed association in the HBR, APR or MBR must normally include:
- (i) name of the animal,
  - (ii) unique identification number,
  - (iii) registration number recorded with other breed association,
  - (iv) three generation pedigree,
  - (v) date of birth,
  - (vi) country of birth,
  - (vii) evidence that the animal is recorded with the other breed association,
  - (viii) evidence of the animal's recorded status with the other breed association for any genetic conditions monitored by the Society,
  - (ix) a letter of authorisation from the current owner of the animal with the other breed association; and
  - (x) a tissue, semen or hair sample for DNA testing at a Society approved laboratory.
- 6.45 Calves imported as embryos are subject to the same requirements of registration as calves bred by embryo transfer in Australia.
- 6.46 **REGISTRATION OF BASE ANIMALS**  
"Base" animals may be recorded in the APR, MBR or ACR with the Herd Identifier of the applicant.
- 6.47 The application to record a "Base" APR animal needs to be accompanied by a written statement from the breeder of the animal declaring that it is at least 7/8ths Angus content.
- 6.48 The application to record a "Base" male must be accompanied by DNA sire verification.
- 6.49 Dam Idents shall not be recorded for any "Base" animals except for Base APR females when the sire is unknown.
- 6.50 Only progeny of HBR, APR or MBR recorded sires will be eligible for recording as "Base" males
- 6.51 **DE-REGISTRATION**  
The Society may de-register an animal if:
- (i) A written request is received from its recorded Owner; or,
  - (ii) It is found that the animals registration is contrary to these Regulations; or,
  - (iii) The animal is sold or otherwise disposed of, and no valid application for Transfer of the ownership is received by the Society, or if the prescribed transfer fee is not paid.
- 6.52 A member who has de-registered an animal may subsequently apply for its re-registration.
7. **ANGUS HERD BOOK REGISTER (HBR)**
- 7.1 The Angus 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 by the Society.
- 7.2 When a Member downgrades a HBR registered animal to another register and subsequently sells that animal, the purchaser cannot reinstate the animal into the HBR unless they were the Breeder of that animal or has the Member's permission.
- 7.3 Any animal older than 12 months of age initially registered in another register can be upgraded to the

HBR for a prescribed fee provided both the sire and dam are eligible for recording in the HBR and a full DNA parent verification (i.e. both sire and dam) is provided.

## **8. ANGUS PERFORMANCE REGISTER (APR)**

8.1 The Angus Performance Register (APR) is provided for the registration of straight-bred Angus not eligible for recording in the HBR. Straight-bred refers to animals of 7/8th Angus content or greater.

## **9. MULTI-BREED REGISTER (MBR)**

9.1 The Multi-breed Register (MBR) is provided for the registration of Angus influenced animals not eligible for recording in the HBR or APR.

9.2 A standard eight-character breed code must be provided for all animals submitted for recording in the MBR.

9.3 Calves arising from multiple-sire joining groups can be recorded on the MBR provided the dam and all sires in the multiple-sire group are registered in the HBR, APR, or MBR.

9.4 Eligible MBR registered animals with at least 7/8 Angus content can be registered in the APR on application.

## **10. ANGUS COMMERCIAL REGISTER (ACR)**

10.1 The Angus Commercial Register (ACR) is provided for the registration of non-seedstock Angus and Angus-influenced animals.

10.2 All male progeny registered in the ACR will be recorded as steers and must be castrated by six months of age.

10.3 A standard eight-character breed code must be provided for all non-straightbred animals submitted for recording in the ACR.

10.4 Once the annual Herd Inventory fee has been paid for a female recorded in the ACR, then its calf born in that inventory year will be recorded in the ACR irrespective of whether the female is subsequently upgraded to another register.

10.5 Straight-bred Angus ACR females can be upgraded to the APR register on payment of a prescribed fee.

## **11. EXPORT BREEDER REGISTER (EBR)**

11.1 The Export Breeder Register (EBR) is provided for the recording of Category 2 export breeding heifers that require pedigree certification for export.

11.2 Multiple-sire or individual sire information is required for all animals recorded in the EBR.

11.3 An NLIS RFID, export management tag number, sex and year or month/year of birth is required for all animals recorded in the EBR.

## **12. TRANSFERS**

12.1 With the exception of 12.9, application for the transfer of the recorded ownership of an animal must be submitted by an authorised signatory of the current Owner (the Transferor) in a format approved by the Society.

12.2 Upon receipt of a transfer application, the Society shall record the transfer and issue a Pedigree-Performance Certificate to the new Owner (the Transferee).

12.3 The Transferor will be invoiced any applicable transfer fees, unless the Transferor has provided written confirmation that the Transferee is to pay the fees.

12.4 Transfers made between Owners who have an affiliation on the Society database (e.g. where the Transferor and Transferee are family members, or are owned by the same organisation) shall be recorded without fee.

12.5 No transfer fee is payable on a calf that is transferred together with its natural dam, provided that the application for transfer is received within 8 months of the date of birth of the calf. Applicable transfer fees are payable for ET calves that are transferred with their recipient dam.

12.6 Where an animal is the subject of a lease agreement a transfer application and any applicable fees must be submitted by the lessor in favour of the lessee. At the expiration of the lease the animal shall be transferred back to the lessor's membership without fee.

12.7 Unless export certification is conducted, a fee will be charged to transfer an animal into the ownership of an overseas purchaser, equivalent to the transfer fee of a female in the same register.

12.8 Females for which Herd Inventory fees have not been paid prior to transfer will be transferred as "Inactive" and will remain "Inactive" until the required Reinstatement and Herd Inventory Fees are paid.

12.9 Where animals are advertised for sale as being registered with the Society, then the Transferee may apply for transfer of the animal at the advertised registration level. In such cases, the animal's identification must be either verified by DNA parent verification or the animal's permanent identification must be verified by another Full Member, the applicable transfer fees paid, and the animal must be eligible for registration at the advertised level prior to the transfer proceeding. The Transferor will be advised of the Society's intention to process the transfer and will be given 30 days to advise the Society of any reason why such transfer should not proceed.

12.10 Prior to transfer at least 2 forms of permanent identification must be applied, as specified in Regulations 6.32 to 6.36.

## **13. DISPERSALS**

13.1 The Society bears no responsibility for claims made by members in relation to “dispersal sales’ or ‘partial dispersal sales”.

#### **14. TRANSTASMAN ANGUS CATTLE EVALUATION**

14.1 By nominating that they wish to utilise genetic evaluation services, members agree to the terms and conditions detailed in the TransTasman Angus Cattle Evaluation Member Agreement. Violation of these conditions may result in the cancellation of genetic evaluation services.

14.2 The genetic evaluation service fee applies for the period from 1st January to 31st December.

14.3 Only members who have nominated that they wish to utilise genetic evaluation services are eligible to submit performance and genomic information for inclusion in the TransTasman Angus Cattle Evaluation for the production of Estimated Breeding Values (EBVs).

14.4 Data will only be accepted from members for inclusion in the TransTasman Angus Cattle Evaluation for animals that are recorded in one of the registers provided by the Society. Individual performance information will not be recorded for any Base APR or Base MBR male.

14.5 No individual EBVs will be provided from the TransTasman Angus Cattle Evaluation for unregistered animals, male animals recorded in the ACR, or animals recorded in the MBR that are not either 1% or greater Angus or Red Angus, or 100% Murray Grey.

#### **15. DNA SERVICES**

15.1 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.

15.2 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.

15.3 With the exception of 15.4, 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.

15.4 Members may request DNA services from semen that they have purchased, without any requirement to obtain permission from the owner of the animal.

15.5 DNA samples must be provided on request for the conduct of any DNA testing deemed necessary by the Society. If DNA samples are not provided within 90 days of the request, animal registration may be cancelled.

15.6 The Society may conduct DNA testing of any animal registered or submitted for registration in

the HBR, APR, ACR or MBR. In such circumstances, the testing will be conducted at the cost of the Society, unless agreed beforehand by the member.

15.7 DNA testing results will only be loaded onto the Society’s database from DNA services that have been requested through the Society.

15.8 Available genotype data will be used by the Society to routinely check the parentage, sex and recessive gene status of animals recorded in the HBR, APR, ACR and MBR registers, and to seek resolution of suspected discrepancies.

15.9 In cases where genotype data indicates a required amendment to the records for an animal, the current owner and breeder of the animal will be notified, and the amendment will be made.

15.10 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.

15.11 Where genotype data indicates unresolved discrepancies in the recorded parentage, sex or recessive gene status of an animal born prior to 1/1/2018 the recorded information and the animal’s registration status will remain unchanged.

15.12 Where genotype data indicates unresolved discrepancies in the recorded parentage, sex or recessive gene status of an animal born after 1/1/2018 the suspected erroneous information will be removed from the Society database and the animals’ registration status will be revoked until the discrepancies are resolved.

#### **16. EXPORT PEDIGREE CERTIFICATION**

16.1 Detail on the process, standards and categories for export pedigree certification are maintained in the “Angus Society of Australia Export Certification Standards” available on the Society website.

16.2 Australian licensed live export organisations accessing pedigree certification services are required to be Full or Commercial members.

16.3 Breeders and/or suppliers of Angus breeding animals requiring Export Pedigree Certification are required to be Full or Commercial members.

16.4 Category 1 Angus cattle are recorded on the HBR or APR registers only.

16.5 Category 2 Angus cattle are recorded on the EBR only.

16.6 Multiple-sire, or individual sire information for Category 2 export heifers is to be provided on the Angus Export Sire Recording and Validation (EXRV) form which is available on the Society website. The EXRV form is to be completed and signed by the breeder and/or supplier of the heifers.

16.7 Category 1 and Category 2 export animals that are identified as loaded for a specific shipment will be transferred into the ownership of the export organisation.

- 16.8 Fees for export pedigree certification services are outlined in the fee schedule available on the Society website.
- 16.9 Fees for export pedigree certification services are payable by the exporter.
- 16.10 Pre-payment (part or full) will be required by export organisations with no or limited bona fides with the Society as determined by the Chief Executive Officer.

## **17. TRADING TERMS**

- 17.1 Normal 30 day trading terms apply to all service provided by the Society. Unless specific arrangements are made resulting from exceptional circumstances, services will be withdrawn from members whose accounts extend beyond 90 days arrears, and commercial interest rates applied.
- 17.2 Unless specific arrangements are made, the absolute credit limit for an individual member or customer will be \$100,000 for Australian members and \$50,000 for overseas members.

## **18. USE OF INFORMATION**

- 18.1 Members authorise and grant permission for all data provided to the Society to be combined with data submitted by other Members, together with data stored on the databases maintained by the Society, for the delivery of animal registration, genetic evaluation, sales catalogue, and certification services, for research and development initiatives, and for any other use that is deemed to be to the benefit of the Society and its Members.
- 18.2 Members authorise and grant permission that the Society may display the data provided to the Society, and any outputs from the use of this data on the Angus Australia website and in other publications. These outputs may include, but not limited to, pedigree, EBVs and selection index values for individual animals.

## **19. INTELLECTUAL PROPERTY**

- 19.1 Members irrevocably authorise and grant permission that a copy of any data provided to the Society will be included on the databases maintained by the Society and will be available to the Society and its licensed partners for research and commercial purposes, even if a Member elects to cease being a member of the Society.
- 19.2 The Society warrants that a copy of any data provided to the Society by an individual Member will be made available to the Member upon request. In such circumstances, the Society will use its best endeavours to provide such data in electronic format within 90 days from receipt of the request.
- 19.3 Members warrant that the Society retains all Intellectual Property rights in any outputs from the use of data provided to the Society.

## **20. LIMITATION OF LIABILITY**

- 20.1 Members acknowledge and agree that Angus Australia has not made any and hereby excludes all warranties, terms, conditions or undertakings, whether express or implied, written or oral, statutory or otherwise, including any implied warranty of merchantability or of fitness for a particular purpose in respect to the provision of services.
- 20.2 Without limiting the generality of Clause 20.1, Angus Australia 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) suffered by any person in connection with the provision of services.

## **21. COPYRIGHT**

- 21.1 The Society uses animal pedigree and performance data to design, create and generate databases. Copyright in all databases maintained by the Society vests in the Society. These databases are generated and published by the Society for the commercial benefit of Members and the Society. The information contained in the databases is used by the Society for animal recording, Estimated Breeding Values, Index Values, sales catalogues, certification, and other uses approved by the Society for the benefit of its members only. Non-members may use such information for research and education purposes only. No person nor other legal entity is permitted to use any part or item of information contained in the Society's databases for any commercial purpose unless permission has been expressly granted by the Society.