

# FEDERATION CYNOLOGIQUE INTERNATIONALE (AISBL)

*Place Albert 1er, 13, B 6530 Thuin (Belgique), tel : +32.71.59.12.38, fax : +32.71.59.22.29, email : info@fci.be*

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## INTERNATIONAL BREEDING RULES OF THE F.C.I.

### PREAMBLE

1. The International Breeding Regulations of the Fédération Cynologique Internationale (FCI) are binding on all member countries and contract partners.
  - These FCI breeding regulations apply directly to all FCI member countries as well as the contract partners. This means that breeding may only be carried out with pedigree dogs which have a sound temperament, are healthy in functional and hereditary terms and are registered with a studbook or register (appendix) recognised by the FCI. In addition, they have to fulfil the requirements specified by the relevant FCI member or contract partners.
  - The only dogs which are considered to be healthy in hereditary terms are those transferring breed standard features, breed type and temperament typical of that breed without displaying any substantial hereditary defects which could impair the functional health of its descendants. The members and contract partners of the FCI are required in this regard to prevent any exaggeration of breed features in the standards which could result in impairment of the dogs' functional health.
  - Dogs with eliminating faults such as e.g. unsound temperament, congenital deafness or blindness, hare-lip, cleft palate, substantial dental defects or jaw anomalies, PRA, epilepsy, cryptorchidism, monorchidism, albinism, improper coat colours or diagnosed severe hip dysplasia may not be bred.
  - With regard to surfacing hereditary defects, e.g. HD or PRA, the FCI member countries and contract partners are obliged to record affected animals, combat these defects in a methodical manner continuously record their development and report to the FCI on this matter when requested.
  - The FCI, its member countries and contract partners are supported by the Scientific Commission in relation to evaluation, assistance and advice in combating hereditary defects. In case the Scientific Commission would issue a catalogue of measures, the same shall be binding on being adopted by the FCI General Committee.
  - Competence and responsibility for breeding rests with the member countries and contract partners of the FCI and includes breeding guidance, breeding advice and monitoring breeding as well as the keeping of the studbook.

- The FCI member countries and contract partners are under the obligation to draw up their own breeding regulations based on the FCI Breeding Regulations, in which the breeding objectives are laid down. Such regulations must take appropriate and reasonable account of the specific working characteristics of the respective breeds.

Dog traders and commercial dog breeders are not permitted to undertake breeding in a member country or contract partner of the FCI.

2. The reciprocal rights and obligations of bitch and stud dog owners are principally governed by national laws, regulations established by the national Kennel Clubs, their breed clubs or associations and private agreements. In the event that such regulations and agreements do not exist, the FCI International Breeding Rules will prevail.
  - Breeders and owners of stud dogs are strongly urged to negotiate a written contract before each breeding wherein the financial obligations of both parties are clearly defined.
  - The "owner" of a dog is the person who has legally obtained the animal, who is in possession of the dog and who can prove it through the legal possession of a valid official registration and pedigree.
  - The "agent of the stud dog" is either the owner of the stud dog or the person who has been authorised by the owner to make this stud dog available for stud service.

### **TRANSPORTATION AND MAINTENANCE COSTS OF THE BITCH**

3. It is recommended that the owner of the bitch or a person whom he can rely on takes the bitch to and from the male. If a bitch is boarded for several days by the agent of the stud dog, the owner of the bitch will be financially responsible for feeding costs, boarding fees, if necessary veterinary care and any damage to the residence or kennel of the stud dog agent as well as return transportation costs.

### **LIABILITY**

4. According to the laws of the different countries, the person boarding and taking care of an animal is held legally responsible for any damage caused to third parties during that period.

The owner/agent of the stud dog must take this into consideration when applying for personal liability insurance coverage.

### **DEATH OF THE BITCH**

5. Should the bitch die while in the custody of the stud dog agent, the latter will undertake to have the death and the cause of it certified by a veterinary surgeon. He will inform the owner of the bitch of the death and the cause of it as soon as possible.

Should the owner of the bitch wish to see the dead bitch, the stud dog agent may not deny this request.

Should the death appear to have been caused by negligence of the stud dog agent, the latter is liable to compensate the owner of the bitch for the loss.

Should it be determined that the stud dog agent was in no way responsible for the death of the bitch, the owner of the bitch is required to reimburse the stud dog agent for all expenses incurred as a result of the death.

### **SELECTION OF THE STUD DOG**

6. The stud dog agent is obliged to mate the bitch only with the dog referred to in the contract. Should this stud dog be unable to mate, no other dog may be substituted without the prior consent of the owner of the bitch.

### **ACCIDENTAL BREEDING**

7. In the event that the bitch is unintentionally mated by a dog different from the one agreed upon, the stud dog agent who has the bitch under his custody must notify and reimburse the bitch's owner for all the expenses resulting from this accidental breeding. In case of accidental breeding, it is forbidden to carry out another mating with the stud dog originally foreseen.  
In such cases, the stud dog agent can not charge any stud fee.

### **STUD SERVICE CERTIFICATION**

8. The stud dog agent will declare, in writing, on a stud service certificate, that the mating took place with the agreed stud dog. By his signature, he certifies that he was an eye-witness of this mating.  
If the organisation which keeps the stud book with which the litter is to be registered requires the use of particular documents, it is up to the owner of the bitch to get them, fill them in correctly and request the stud dog agent's signature.

It is compulsory that this stud service certificate contains the following information:

- a) Name and stud book registration number of the stud dog.
- b) Name and stud book registration number of the bitch.
- c) Name and address of the agent/owner of the stud dog.
- d) Name and address of the owner of the bitch at the time of the mating and, possibly the date when the bitch was bought.
- e) Place and date of the mating
- f) Signature of the agent of the stud dog and of the owner of the bitch
- g) If the organisation which keeps the stud book with which the litter is to be registered requires a certified photocopy or excerpt of the pedigree of the stud dog, it is up to the stud dog agent to give these documents, free of charge, to the owner of the bitch.

### **PAYMENT OF STUD FEE**

9. The owner of the stud dog may refuse to sign the stud service certificate before the stud fee which was agreed has been paid. He is not permitted, however, to hold back the bitch as security.

10. If the agreed stud dog does not perform the mating for whatever reason or if the bitch does not want to be mated, whereby no mating can take place, the owner of the stud dog is entitled to the payment of the fees as described at article 2. However he may not claim payment of the stud fee.
11. Apart from the stud fee which was agreed, the owner of the stud dog has no further rights concerning the litter towards the owner of the bitch. Specifically, he has no right to get a puppy from the litter.  
However, if there is a mutual agreement that the stud fee will be a puppy, it must be made in writing prior to the mating. The written agreement must include the following provisions which have to be observed:
  - a. the date when the owner of the stud dog may choose the puppy.
  - b. the date when the owner of the stud dog will actually get the puppy which was chosen
  - c. the date by which the owner of the stud dog must choose a puppy (after which date his rights to choose the puppy will expire)
  - d. the date by which the owner of the stud dog must come to take the puppy (after which date his rights to obtain a puppy expire)
  - e. an agreement concerning the transportation costs.
  - f. special provisions in the event of a stillborn litter, a single living puppy or in case the selected puppy dies before the owner of the stud dog gets it.

### **THE BITCH REMAINS BARREN**

12. After a mating has been correctly performed, the stud dog is considered to have fulfilled its duty and the stud dog owner is therefore entitled to the agreed stud fee. This does not necessarily imply that the bitch will be pregnant. If the bitch remains barren, it is up to the stud dog owner either to offer a free stud service at the next oestrus cycle or to refund a percentage of the stud fee. Such an agreement must be made in writing and included in the breeding contract before the mating takes place.  
The time limit for a free mating expires at the death or transfer of ownership of the stud dog or at the death of the bitch.  
In case it can be proved (by a sperm analysis) that the stud dog was infertile at the time of the mating, the owner of the bitch has to be reimbursed the stud fee.

### **ARTIFICIAL INSEMINATION**

13. Artificial insemination is not to be used on animals which have not reproduced naturally before. Exceptions (either the male or the female has not yet reproduced naturally) can be made by the national kennel clubs in certain cases. In the event the bitch is to be artificially inseminated, the veterinary surgeon collecting the stud dog's sperm must provide a written certificate to the organisation which keeps the stud book with which the litter is to be registered stating that the fresh or frozen sperm was indeed produced by the agreed stud dog. In addition, the stud dog agent has to give, free of charge, the documents listed at Art.8 (a-g) to the owner of the bitch.

The costs for collecting the sperm and performing the insemination are charged to the owner of the bitch. The veterinary surgeon performing the insemination has to confirm to the organisation which keeps the stud book that the bitch has been artificially inseminated with the sperm of the stud dog originally foreseen. This certificate should also include the place and date of the insemination, the name and studbook registration number of the bitch and the name and address of the owner of the bitch. The owner of the stud dog from which the semen was taken must provide a signed stud service certificate to the owner of the bitch in addition to the veterinary surgeon's certificate.

#### **TRANSFER OF BREEDING RIGHTS – LEASE AGREEMENT**

14. As a rule, the owner of the bitch at the time of the mating is considered to be the breeder of the litter.

The right to use the bitch or the stud dog for breeding may be transferred to a third party by contract.

It is compulsory that such a transfer of breeding rights/leasing agreement be executed in writing before the breeding takes place.

The written agreement transferring the breeding rights must be recorded in due time with the appropriate organisation which keeps the stud book and, if required, with the breed club.

The lease agreement must be enclosed with the application to register the litter. It must clearly outline the rights and obligations of the two contracting parties.

The lessee of the bitch is considered to be its owner, as understood by these rules, from the date of the whelping until the litter is weaned.

#### **BASICS**

15. Puppies from two pure-bred dogs of the same breed holding FCI recognised pedigrees without any objection or restriction on them from the national canine organisation are considered to be pedigree puppies and are therefore entitled to be issued FCI recognised pedigrees.

As a rule, puppies are to be sold and transferred to a private individual in whose name the export pedigree must be issued.

16. FCI recognised pedigrees are a certification of parentage rather than of quality of the dog registered

#### **STUD BOOK REGISTRATION OF A LITTER**

17. In the absence of other agreements, the new owner of a pregnant bitch automatically becomes the breeder of the expected litter.

18. Each dog bred in and registered with a FCI member country or contract partner is to be provided with permanent and falsification-proof identification; this identification is to appear on its pedigree.

In principle, a litter is registered with the stud book of the country where the owner of the bitch lives (résidence habituelle) and will bear his kennel name. In case the "résidence habituelle" can not be legally defined, the owner of the bitch has the right to have his/her litter born and registered in the country where he/she lives at the moment of the mating provided that the following requirements are met:

- the owner has to comply with the breeding requirements of the kennel club of the country where he/she lives at the moment of the mating.
- the owner has to provide a certificate issued by the appropriate local authorities of the place where he/she lives indicating that he is staying (with no interruption) in this country for a minimum period of 6 months.

Upon observance of these requirements, the national kennel club of the country where the owner lives at the moment of the mating has to register the litter born on its territory with its stud book, issue the pedigrees for the puppies with the owner's kennel name and the address where he/she lives.

Exceptions are granted in cases where the breeder of dogs resides in a country which does not have an FCI recognised stud book. This breeder may register the litter in a country which keeps a stud book recognised by the FCI.

All litters are to be fully registered; this includes all puppies reared to the date of application for registration.

Pedigrees, which are in fact birth certificates, must be issued for correct parentage only. Normally, a female is to be mated by only one male for the same litter. In cases of deviations, the kennel clubs are obliged, at the breeder's costs, to have the parentage proved by DNA testing. ***If a DNA test is performed, the identification (chip or tattoo) of the dog must be checked and certified by the veterinarian who collects the sample as is the case with any health protocol; the test result certificate from the laboratory must include the dog's identification.***

## **BREEDING RULES OF THE MEMBER COUNTRIES**

19. The breeding regulations of the member countries and contract partners can go beyond those of the FCI in their requirements, but may not be (inconsistent) in conflict with the FCI International Breeding Regulations.

## **CONCLUSION**

20. These FCI International Breeding Regulations of 1979 supersede the Monaco International Breeding Rules of 1934. In the event of difference of opinion regarding the legal interpretation of the text, the German version of this document will take precedence.

- Approved at the FCI General Assembly on June 11 and 12, 1979 in Bern.
- Translation revised by the legal commission in Winterthur on January 22nd, 1990.

***The parts in bold and italic characters were approved by the General Committee in Zürich, November 2008. The amendment are effective from April 1<sup>st</sup>, 2009.***