## FEDERATION CYNOLOGIQUE INTERNATIONALE (AISBL)

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# STANDING ORDERS OF THE FCI



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## Chapter 1 – Purpose and scope of the Standing Orders

#### Article 1 – Purpose and Scope

- 1.1. The purpose of the present Standing Orders is to implement and further detail the Statutes of the FCI with a view to ensure that the FCI is equipped with the necessary tools to pursue and fulfil its aim, activities and mission.
- 1.2. The present Standing Orders establish amongst others, (i) the affirmation of values and the Code of Breeding Ethics of the FCI (ii) the governance and operating structure of the FCI, (iii) the virtual meeting rules, (iv) the rules on the breed standards, studbooks and kennel names, (v) the rules governing the FCI events at international and national level, (vi) the rules on the FCI judges, (vii) the dispute resolution and the conflict of interest procedures.

## **Chapter 2 – Definitions**

## Article 2 – Definitions

2.1. For the purpose of the present Standing Orders the following definitions shall apply:

- "Absolute majority" is reached when a proposal obtains fifty (50) % + one (1) of the votes.
- "Association" means "Fédération Cynologique Internationale AISBL" as defined in article 1 of the Statutes.
- "Associate Member" has the meaning as defined in article 9 of the Statutes.
- **"Bodies"** means the General Assembly, the General Committee, the Executive Committee, the President and the Executive Director.
- "Breed Standard" means the detailed description of an ideal specimen of a specific breed.
- "CACIB" means Certificat d'Aptitude au Championnat International de Beauté.
- "CACIT" means Certificat d'Aptitude au Championnat International de Travail.
- "CACIAG" means Certificat d'Aptitude au Championnat International d'Agility.
- "CACIL" means Certificat d'Aptitude au Championnat International de Lévriers.
- "CACIOB" means Certificat d'Aptitude au Championnat International d'Obedience.
- « CACITR » means Certificat d'Aptitude au Championnat International de Travail sur Troupeaux.
- "Confidential Information" means all information, analyses, compilations, studies, documents or material (whether orally, in written form, in electronic form or through any other media) relating to the FCI, its business, operations or finances which are internally discussed or disclosed within the FCI and which the General Assembly or the General Committee has decided to be confidential as well as all Sensitive Matters, provided that Confidential Information shall not include information or material which is part of the public domain or final documents and decisions of the bodies of the FCI
- "Commissions" has the meaning as defined in article 40.1. of the Statutes.
- "Contract Partner" has the meaning as defined in article 10 of the Statutes.
- "Cooperating Partner" has the meaning as defined in article 11 of the Statutes.
- "Country of FCI Patronage" means the country responsible for the breed standard of a breed which originates from a country which National Canine Organization is not a Member of the Association.
- "Delegate" has the meaning as defined in article 20.1. of the Statutes.
- "Disciplinary Matter" means any dispute, complaint or incident that may arise between Disputing Parties.
- "Disputing Parties" has the meaning as defined in article 47.1 of the Statutes.
- "Dispute Resolution Bodies" means the Executive Committee, the General Committee, the Disciplinary and Arbitration Commission and the General Assembly.
- "Executive Committee Guests" has the meaning as defined in article 34.3. of the Statutes.

- **"External Auditor** "means the auditor appointed by the FCI in compliance with the legal requirement provided for in article 53, §5 of the Law of 27 June 1921.
- "FCI" means "Fédération Cynologique Internationale AISBL" as defined in article 1 of the Statutes.
- "FCI Dispute Resolution Procedure" has the meaning as defined in article 45.3 and 47 of the Statutes.
- "FCI Financial Contribution" has the meaning as defined in article 17.5. of the Statutes.
- "FCI Governing Rules" means the FCI Standing Orders, the FCI regulations, the circulars and the decisions of the FCI General Committee and General Assembly.
- "FCI Judge" means any person appointed as a judge by the National Canine Organization of his country of Legal Residence after complying with the minimum FCI judging requirements and who is authorized to judge internationally. A FCI Judge can be a show judge or a working judge.
- "FCI Official Working Languages" means English, French, German and Spanish.
- "FCI Judges Directory" means the FCI-owned website where all Members are required to enter the information about their judges.
- "FCI Working Judges" means judges authorized to officiate at sporting, hunting and working trials and events;
- "Financial Commission" has the meaning as defined in articles 54.1 of the Statutes.
- "Full Member" has the meaning as defined in article 8 of the Statutes.
- "General Assembly Guests" has the meaning as defined in article 21.6. of the Statutes.
- "General Committee Guests" has the meaning as defined in article 29.3. of the Statutes.
- "Interested Person" means any General Committee member or Executive Committee member who has a personal Patrimonial or Moral Interest.
- "Interim Director" means a natural or legal person appointed by the General Committee to take over the tasks of the Director for a short and if possible limited period of time in case of vacancy of the position of the Director or if the Director is for reasons or circumstances beyond his control prevented from fulfilling his function.
- "Head Office" means the registered office of the Association and the staff in charge of the administrative tasks and day-to-day operation of the FCI and supporting and implementing General Assembly, General Committee and Executive Committee decisions under the authority of the Executive Director.
- "Law of 27 June 1921" has the meaning as defined in article 1.2. of the Statutes.
- "Legal residence" means the place where a natural person lives permanently or has his principal establishment as defined by the applicable national laws of the relevant Member or Partner country.
- "Liaison Agent" means the General Committee member in charge of communication and relations with a non-mandatory Commission.
- "Members" has the meaning as defined in article 7.1 of the Statutes. The Members are the official representatives of the FCI in their own country.
- "Minutes of Meeting" means the written record of meetings, particularly of the General Assembly, General Committee and the Executive Committee including an extensive record of all decisions taken at the respective meetings.
- "Moral Interest" means an interest based (a) on a person's values, political, philosophical, and religious convictions or any other personal convictions, (b) on persons' affective relationships or friendships.
- "National Canine Organization" means an all-breed national canine organization recognized by the FCI.
- "Partners" has the meaning as defined in article 7.1. of the Statutes.

- "Patrimonial Interest" means an interest of monetary value of a person who has directly or indirectly through business, investment or family: (a) an ownership or investment interest in any legal entity with which the FCI has or plans to have a transaction or arrangement, (b) a compensation arrangement with the FCI or with any entity or individual with which the FCI has or plans to have a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favours that are not insubstantial, such as any (1) consultancy, directorship, position in or work which attracts regular or occasional payments in cash or kind or (2) fee-paid work any work commissioned for which the member is paid in cash or in kind.
- "Preliminary Investigation" has the meaning as defined in article 47.5 of the Statutes.
- "Section" means a geographical sub-division of the FCI set up according to its own organization and/or governing rules subject to and in compliance with the FCI Governing Rules.
- "Section Representative" has the meaning as defined in article 17.2. of the Statutes.
- "Sensitive Matters" means any matter that relates to personal issues or that has been treated as such in a General Assembly, General Committee or Executive Committee meeting.
- "Simple majority" is reached when a proposal is adopted with the highest number of votes.
- Example 1: Example 2: Example 3: In favor: 9 In favor: 9 In favor: 14 Against: 8 Against: 12 Against: 12 Abstentions: 12 Abstentions: 14 Abstentions: 9 The proposal is adopted The proposal is rejected. The proposal is adopted with a simple majority with a simple majority.
- **"Statutes"** are the current Statutes of the Association approved by the General Assembly and entered into force according to the Law of 27 June 1921.
- "Virtual Meeting" means a meeting of the General Committee or Executive Committee held without physical or with physical location in which participation and/or vote by electronic telecommunication means in real time is possible.
- "2/3 Majority" is reached if a proposal has the support of two thirds (2/3) of the votes.

## **Chapter 3 – Values – Code of Breeding Ethics - Confidentiality**

## Article 3 – Values

- 3.1. The FCI is the highest authority of the canine culture and supports, via its Members and Contract Partners, the well-being of pedigree dogs worldwide as well as their selective breeding and genealogical registrations. The FCI is responsible for safeguarding pedigree dogs' health and international pedigree dog activities to enhance the relations between dogs and humans.
- 3.2. The FCI recognises that the following principles and professional responsibilities are fundamental for the well-being of all pedigree dogs worldwide:
  - a) The FCI considers pedigree dogs' health, temperament and behaviour of utmost importance in Breed Standards.
  - b) The FCI promotes pedigree dogs' activities and sports worldwide, which it considers beneficial to the pedigree dogs.
  - c) The FCI entrusts its commissions to make recommendations about other important matters.
  - d) The FCI divides geographically the world of pedigree dogs through its three (3) sections.
  - e) The FCI trusts its Members and Contract Partners to protect the integrity of their National Registries.
  - f) The FCI recognizes and respects agreements with non-member national organizations.
  - g) The FCI sets the highest standards for its Head Office.
  - h) The FCI ensures the regular celebration of World and Section Championship events.

## Article 4 – Code of Breeding Ethics

- 4.1. Breeding and development of pedigree dog breeds must be based on long-term objectives and sound principles so that the breeding does not result in diseases, bad temperament or lack of working skills.
- 4.2. Breeding must serve the objective of preserving and preferably extending the genetic diversity (polygenicity) of the breed.
- 4.3. Only functionally healthy pedigree dogs, typical to their breed, should be used for breeding. It is incumbent on all breeders selecting pedigree dogs for breeding to determine whether such breeding animals are mentally and physically suitable for reproduction.
- 4.4. The breeder must ensure that the animals he intends to use for breeding have a stable temperament and are in good physical condition.
- 4.5. As long as a puppy is in the breeder's custody, he must ensure a physically and mentally beneficial environment for the puppy to guarantee proper socialisation.

## Article 5 – Confidentiality

- 5.1. The Delegates, contact persons of the Cooperating Partners, the members of the General Committee or of the Executive Committee, the Disciplinary and Arbitration Commission, the Executive Director, the Financial Commission, the temporary Commissions and Working Groups established by the General Committee or any other staff of the Head Office or external stakeholder involved in the activities of the Bodies of the Association, of the Dispute Resolution Bodies or any other Commission for advisory purposes or Working Groups, shall be responsible for maintaining the confidentiality of Confidential Information sent to them in the frame of their duties related to FCI and for returning, erasing or destroying all Confidential Information or files upon completing the duties, unless otherwise instructed.
- 5.2. All individuals involved in the FCI activities and all experts assisting the FCI must commit to confidentiality of Confidential Information.

## **Chapter 4 – Membership**

## Article 6 – Membership and Contract Partnership application requirements

6.1. As per article 12.5. of the Statutes, the application for Membership or Contract Partnership needs to be filed to the Head Office by using the application forms attached in Enclosures 1, 2 and 3 of these Standing Orders.

Amongst others, the applicant must accompany the relevant application form by the following documents and declarations:

- a) a certified copy of the officially approved statutes and the governing rules of the applicant;
- b) where applicable, a certified copy from the competent national authorities of the official registration of the applicant as a not-for-profit organization indicating its legal form or a certified copy of the instrument granting the applicant authority within its country, issued by the competent national authorities;
- c) an official commitment of the applicant to comply with the FCI Governing Rules.

## <u>Article 7 – Interference prohibition</u>

7.1. Members and Contract Partners and their members are under a mutual obligation not to interfere in each other's respective cynological matters.

## **Chapter 5 – Governance and Operating Structure**

## Section 5.1. – General Assembly

## <u>Article 8 – Hosting of the ordinary General Assembly meeting and/or World Dog</u> <u>Show</u>

8.1. The hosting Member of the ordinary General Assembly meetings and/or the World Dog Shows will be elected by the General Assembly for the subsequent five (5) years.

Based on serious ground, each Hosting Member may withdraw from the hosting of the ordinary General Assembly meeting and/or World Dog Show for which it has been designated by giving a written notice of withdrawal to the President at least three hundred sixty (360) calendar days before the opening date of the respective ordinary General Assembly meeting/World Dog Show. In this case, the General Committee must determine the new Hosting Member of the vacant ordinary General Assembly Meeting/World Dog Show.

Every Full Member wishing to candidate for hosting an ordinary General Assembly meeting and/or a World Dog Show will have to apply to the General Assembly and fill in the appropriate application form attached in **Enclosure 4**.

## Article 9 – Voting

- 9.1. In case of open ballot by show of hand as per article 22.7 of the Statutes, each Full Member eligible to vote will either use a voting card clearly stating the name of the country or, if decided by the General Assembly, the Executive Director will call out each member.
- 9.2. In case of voting by secret ballot as per article 22.6 and 22.7 of the Statutes, an election committee composed of three (3) natural persons who are not eligible for election is to be nominated at each General Assembly meeting in which an election of candidates takes place. The election committee and the Executive Director are responsible for distributing, collecting and counting the voting ballots.

After the elections, all voting ballots are to be held in safe place at the Head Office for a period of ninety (90) days in a sealed envelope and can be inspected, on request, by the natural persons who stood for election.

The voting procedure as described under article 9.2, paragraph 1 to paragraph 3 of these Standing Orders shall apply accordingly if the voting takes place by secret ballot a) for the election of the respective Members to host the World Dog Show for the subsequent five (5) years, b) on sensitive matters, c) and for any other purposes upon request of a minimum of one third (1/3) of the Full Members present at the General Assembly meeting.

9.3. In case of Virtual Meetings the rules laid down in Chapter 6 of these Standing Orders will complement the present voting rules.

## Article 10 – Meeting Rules

- 10.1. The General Committee shall meet at least twice a year and as often as it deems necessary in compliance with article 29.1 of the Statutes. In any case, an additional meeting shall take place on the day before the ordinary General Assembly meeting and another meeting shall take place immediately after the General Assembly meeting on the same calendar day or on the following calendar day.
- 10.2. The date and venue of the next meeting shall, if possible, be decided at each meeting. If important and unforeseen circumstances make it necessary, the date and venue of a meeting can be changed with the agreement of the President providing that there is enough time to notify all the members of the General Committee in accordance with article 29.1 of the Statutes.
- 10.3. As per article 29.1. of the Statutes, the calling notice shall be sent by the Executive Director on behalf of the President. The Executive Committee shall prepare the agenda to be sent to the remaining members of the General Committee members together with the calling notice. The members of the General Committee may then add items to the agenda if necessary and have to inform the Executive Director in due time and at least seven (7) calendar days before meeting on the additional items that should appear on the agenda.
- 10.4. Where applicable, the rules governing the voting within the General Assembly and the Virtual meeting as respectively set out under article 9 and Chapter 6 of these Standing Orders shall apply accordingly to the General Committee.

As per article 30.4. of the Statutes, the General Committee shall take its decisions by an absolute majority of the votes of the General Committee members present or participating remotely in the meeting. In the case of a tied vote, the President or his deputy has the casting vote.

## Article 11 – Minutes of meeting

- 11.1. All the General Committee meetings shall be attended by the Executive Director, who shall take the minutes. If the Executive Director is unable to attend a meeting, he must be replaced by another qualified person to take the minutes.
- 11.2. The main decisions taken at the General Committee meeting shall be made available by circular, in English, to the Members and Contract Partners and to the members of the General Committee not later than thirty (30) calendar days after the meeting. The translations of the decisions into the other FCI Official Working Languages shall be made available within sixty (60) calendar days.
- 11.3. The minutes shall be written in English and sent by e-mail to the members of the General Committee no later than fourteen (14) calendar days after the meeting for their formal and final approval by electronic post.

The Executive Director shall ask for comments being communicated by the General Committee members within seven (7) calendar days from the date of sending the minutes by the Executive Director.

A General Committee member giving not response or comment before the expiration of the aforementioned deadline of seven (7) calendar days is deemed approving the minutes to the extent legally admitted and provided that this clause is clearly indicated in the procedure.

If comments are made, the President and the Executive Director prepare the final version of the minutes. The final version must be approved by the President before it is sent not later than forty (40) calendar days after the meeting to the General Committee members for formal and final approval by electronic post. If no formal and final approval can be reached by electronic post, the minutes will be approved at the next General Committee meeting.

- 11.4. The Executive Director shall keep records in which he must note the date and the resolutions approved by the General Committee. These records will be available for inspection by General Committee members, Members and Contract Partners on request.
- 11.5. The original minutes must be signed by the President and the Executive Director.

## Section 5.3. – Executive Committee

## <u>Article 12 – Meeting Rules</u>

- 12.1. The Executive Committee shall meet when necessary. The date and venue of the next meeting shall, if possible, be decided at each meeting.
- 12.2. As per article 34.1. of the Statutes, the calling notice shall be sent by the Executive Director on behalf of the President. The President and the Executive Director shall prepare the agenda. The members of the Executive Committee can add items to the agenda at the beginning of each meeting.
- 12.3. The President and the Executive Director shall meet as often as necessary.
- 12.4. Where applicable, the rules governing the voting within the General Assembly and the Virtual Meetings as respectively set out under article 9 and Chapter 6 of these Standing Orders shall apply accordingly to the Executive Committee.

As per article 35.4. of the Statutes, the Executive Committee shall take its decisions by an absolute majority of the votes of the Executive Committee members present or participating remotely in the meeting. In the case of a tied vote, the President or his deputy has the casting vote.

## Article 13 – Minutes of meeting

- 13.1 All the Executive Committee meetings shall be attended by the Executive Director, who shall take the minutes. If the Executive Director is unable to attend a meeting, he must be replaced by another qualified person to take the minutes.
- 13.2. The minutes shall be written in English and sent by e-mail to the members of the Executive Committee no later than fourteen (14) calendar days after the meeting for their formal and final approval by electronic post. The Executive Director shall ask for comments being communicated by the Executive Committee members within seven (7) calendar days from the date of sending the minutes by the Executive Director.

An Executive Committee member giving not response or comment before the expiration of the aforementioned deadline of seven (7) calendar days is deemed approving the minutes to the extent legally admitted and provided that this clause is clearly indicated in the procedure. If comments are made, the President and the Executive Director prepare the final version of the minutes. The final version must be approved by the President before it is sent no later than thirty (30) calendar days after the meeting to the Executive Committee members for formal and final approval by electronic post within seven (7) calendar days after being sent.

If no formal and final approval can be reached by electronic post, the minutes will be approved at the next Executive Committee meeting.

- 13.3. The Executive Director shall keep records in which he must note the date and the resolutions approved by the Executive Committee. These records will be available for inspection by General Committee members on request.
- 13.4. The original minutes must be signed by the President and the Executive Director. A copy of the original minutes must be distributed to the remaining General Committee members not later than seven (7) calendar days after the formal and final approval by the Executive Committee.

## **Chapter 6 – Virtual meeting rules**

## Article 14 – General provisions

- 14.1. The meeting and voting rules for the General Committee and the Executive Committee are respectively defined in articles 29 and 30 as well as in articles 34 and 35 of the Statues and in articles 9, 10 and 12 of these Standing Orders. The provisions of the present section aim at providing additional rules for the preparation and conduct of the Virtual Meetings that are referred to in article 29.3 and 34.3. of the Statutes.
- 14.2. The Executive Committee and the President will respectively decide whether to call for a Virtual General Committee or Executive Committee meeting with or without physical location.
- 14.3. The calling notice including the date, time, place, and agenda or draft agenda of the Virtual Meeting or only the date, time and agenda or draft agenda if the meeting is a Virtual meeting held without physical location shall be sent to all participants of the Virtual Meeting respectively in accordance with articles 29.1 or 34.1 of the Statutes.

The agenda or draft agenda of a Virtual Meeting shall clearly state the different agenda items to be discussed and its order, including the time frame for the stages of each agenda item: presentation, discussion, vote, announcement of results, and final results.

The supporting documents of the different agenda items of the Virtual Meeting shall be sent by e-mail, or upon specific request by post mail or by any other acceptable written means of communications in advance of the Virtual Meeting.

Depending on the Virtual Meeting platform used the calling notice will either include the unique URL for the meeting along with the required password to log-in or a unique, usually toll-free phone number. Basic instruction shall be supplied regarding login and the operation of the virtual platform for first-time users.

## Article 15 – Registration

- 15.1. A database with the names and e-mails of the voting General Committee and Executive Committee members shall be established. All voting General Committee or Executive Committee members shall be registered in this database before the start of the Virtual General Committee or Executive Committee Meeting in order to vote. All General Committee Guests, Executive Committee Guests or other participants in the Virtual Meeting shall be registered in this database before to participate in the debates or to observe the meeting.
- 15.2. No changes can be made in this database during the Virtual Meeting. The Executive Committee has the right and the duty to contact the General or Executive Committee members in order to reach the needed quorum to proceed with the Virtual Meeting.

## Article 16 - Discussion

- 16.1. All Virtual Meetings shall be open and all participants should be able to join and participate in the discussion of the Virtual Meeting as long as they have been properly registered before the Virtual Meeting starts.
- 16.2. The Executive Committee will decide on the electronic means established and used for the discussion in the Virtual Meeting which will be opened to those properly registered as participants.
- 16.3. The chairperson or moderator of the Virtual Meeting shall keep order including speaking order, facilitate effective discussion and move the meeting through its determined agenda. The chairperson of the Virtual Meeting shall take time at the beginning of the Virtual Meeting to explain and demonstrate the various procedures and technical tools that may be used during the meeting (for example assign the floor to a participant, virtual "raise of hand" for participant wishing to speak by single click, use of mute/unmute functions, process for making a proposal, ...) and to answer any question that participants may have with this regard.
- 16.4. All discussion and debate must be related to the item under consideration. As the discussion can lead to subsidiary proposals, the chairperson shall keep track of what is currently under debate and any subsidiary proposals or motions that need to be reopened. The discussion of the agenda item to be decided by the vote must be contemporaneous with the vote.

## Article 17- Vote

- 17.1. Once the discussion on one agenda item is closed, and where necessary, the chairperson shall restate the proposal currently up for decision, reminding the participants what they are about to vote and shall call to vote on the agenda item.
- 17.2. General or Executive Committee members shall register their vote in the chosen electronic voting system. The electronic voting options are: Yes/No/Abstention.
  When using the electronic voting system the General or Executive Committee members shall include a secret code, if provided by the Executive Committee.
- 17.3. As per article 22.7. of the Statutes voting by electronic means on site cannot be done for the election of persons running for positions in the FCI.

## Chapter 7 – Breed standards, studbooks and kennel names

## Article 18 – Recognition of new breeds

- 18.1. New breeds can be recognised by the FCI. The recognition comprises two phases: provisional and definitive recognition.
- 18.2. The procedure for the international recognition of a breed (provisional and definitive) is set out in the attached **Enclosure 5** and must be approved by the General Assembly.

## Article 19 – Breed standards

19.1. The Members and Contract Partners must provide the General Committee with a list of their national breeds and their respective breed standards in at least one (1) of the FCI official working languages.

The breed standards must be written according to the model adopted by the FCI, i.e. the socalled "FCI Vienna Model Standard" as set out in the attached **Enclosure 6**. The Head Office will take care of the translations into the FCI Official Working Languages.

19.2. A new or modified breed standard will become effective from the date of its publication on the FCI website in English.

The date of publication of the official valid standard (on the second page of the breed standard) corresponds to the date of the General Committee meeting at which the (new or amended) breed standard was approved. A new or modified breed standard can be published as soon as the final version is available in English.

Translations to the other FCI Official Working Languages will be made available within one hundred and eighty (180) calendar days.

The Head Office shall be responsible for such publication. The date of publication appears on the first page of the breed standard.

- 19.3. The Standards Commission must be consulted before a new or amended breed standard is approved and if there is any doubt, particularly in case of an application for recognition of a new breed, the advice of the Scientific Commission may be sought.
- 19.4. It is incumbent on the General Committee to approve applications for the provisional recognition of new breeds.

In addition, the amendments to the existing breed standards (breeds recognised provisionally and definitively) are also approved by the General Committee upon request of the Members which are responsible for the breed standards in question and after having been examined by the Standards Commission and, if necessary and specially in case of new breeds, by the Scientific Commission. New breed standards shall be based on the standard from the country of origin or country of patronage. The breeds to be recognised on a definitive basis and their respective standards are approved by the General Assembly.

It is incumbent to the Members and Contract Partners to ensure that their judges are acquainted with the new breed standards or the amendments to the breed standards as quickly as possible.

## Article 20 - Studbooks

20.1. Every Member and Contract Partner must keep a studbook for all the breeds recognised on a definitive basis by the FCI. They also have to keep an appendix to the studbook for the breeds recognised on a provisional basis and for breeds recognised nationally only.

For a dog to be eligible for entry in a studbook or appendix, it must be registered by the Member/Contract partner of the country where its owner has his legal residence.

A litter must be registered with the Member or Contract Partner of the country where its breeder has his legal Residence and the litter was born. Exceptions can be made by mutual agreement between the Members or Contract Partners involved.

The pedigrees issued to the dogs of breeds not recognised by the FCI cannot bear the FCI logo or must carry the remark "breed not recognised by the FCI".

20.2. Members and Contract Partners must exclusively and reciprocally recognize each other's studbooks, including the appendixes as long as the breed(s) concerned are FCI recognised. An updated list of the initials of the various studbooks and appendixes will be published by the FCI Head Office.

20.3. On the original pedigrees, the studbook registration number should follow the initials of the studbook in which the dog is registered (e.g.: SHSB/LOS: n° 255 333); in addition the registration numbers and the initials should be provided for at least three (3) generations. The type of coat, the colour and the size variety should be added on the pedigrees, including the export pedigrees.

The official titles of the FCI, i.e. international, world and section titles must appear on the pedigrees and the national titles awarded by Members and Contract Partners can be recorded.

- 20.4. In the case of dogs coming from countries which have no Member or Contract Partner or with which no agreement exists for the recognition of pedigrees, the Members and Contract Partners as well as the breed clubs commissioned by them can, notwithstanding article 20.2. of these Standing Orders, register a dog with a non-recognised pedigree in an appendix to the studbook once this dog has been examined by a FCI Judge approved for the breed in question; its breeding, from the fourth generation, can be entered in the studbook. The same applies to dogs without any pedigree.
- 20.5. Any Member or Contract Partner can refuse to (re)-register in its studbook, or alternatively can (re-)register with a "limited registration: not to be used for breeding", a dog suffering from hereditary defects or featuring defects which go against the Article 3 of the Statutes or a dog which does not comply with the rules of selection defined by the Member or Contract Partner in question.

In addition, the Members and Contract Partners are not obliged to automatically register or re-register an imported dog in their studbook if they consider the pedigree to have been prepared incorrectly.

In that case, the Members and Contract Partners should clearly explain to the Member which issued the certified export pedigree the reason for their denying.

- 20.6. In the countries where the Members and Contract Partners have breed clubs which keep their own studbooks on behalf of their National Canine Organization, it must be clearly indicated on the pedigrees that these breed clubs are members of a National Canine Organization.
- 20.7. Pedigrees have official validity for the Members and Contract Partners and must bear the official FCI logo.
- 20.8. On issuing a pedigree, obvious, definitive and identifiable deviations from coat colours specified by the breed standard are to be clearly stated. Each dog of a litter has to be provided with only one (1) pedigree and only one (1) export pedigree, which should include the name of the owner of the dog; if the owner's name is not written on the pedigree, a separate owner's certificate must be issued by the National Canine Organization. In addition, there must be one responsible person for the ownership of a dog. This person has to be the first in the list of owners.
- 20.9. When a dog is sold abroad, the National Canine Organization must issue a certified export pedigree written in one (1) of the four (4) FCI Official Working Languages. It is however, forbidden, to issue an export pedigree to a dog which is not identified by tattoo or micro-chip.

A dog registered in the appendix of a studbook can be issued an export registration certificate for the purpose of being re-registered in another appendix to a studbook.

For each dog registered with a Member or Contract Partner and then exported, the National Canine Organization that last registered the dog shall certify the transfer of ownership to the new owner by stating his name and address on the export pedigree or by issuing a separate owners' certificate.

20.10. The National Canine Organizations and their breed clubs may not make any alteration or change any information about the dog already registered in a recognised studbook. However, if a dog bears two (2) or more kennel names, only the breeder's FCI kennel name must remain.

The original registration number and the initials of the studbook must appear on all documents containing cynological information (working tests programmes, show catalogues, pedigrees, registration forms) beside the new studbook registration number.

20.11. When a dog is sold abroad, the new studbook registration number and initials of the new studbook must be recorded on the original export pedigree. This information is to be certified by the stamp and signature of the National Canine Organization which keeps the studbook.

It is forbidden to issue a new pedigree to an imported dog.

- 20.12. The Members and the Contract Partners must provide specimens of the pedigrees valid in their own country to the Head Office. All the Members and Contract Partners must be informed immediately by the Head Office of any alteration to a pedigree.
- 20.13. The pedigrees issued by a Member or a Contract Partner must be accepted by all the Members and Contract Partners as "documents proving that the pups are born of pedigree parents from the same breed".

Furthermore, in case of a crossbreeding programme approved by a Member within the FCI regulations, the pedigrees issued by a Member or a Contract Partner must also be accepted by all Members and Contract Partners.

The Members and Contract Partners are, however, allowed to make use of article 20.5. above. These pedigrees cannot be rescinded by a member or a contract partner under any circumstances.

20.14. The Members and Contract Partners are not obliged to register in their studbooks and to issue pedigrees to pups produced as a result of mating of parents which do not meet the FCI breed standards.

## Article 21 - Kennel names

21.1. All Members and Contract Partners must apply to the Head Office for the registration of new kennel names in the international FCI Kennel Name Register. A National Canine Organization is allowed to apply for such registration exclusively for the breeders who have their legal residence in the country in question.

The Association recognises kennel name co-ownership. However, in this case, it must be confirmed -per litter- which person in the joint venture is officially responsible for adherence to national and international regulations in all matters concerning breeding and studbook registration.

- 21.2. The Members and Contract Partners recognise the kennel names registered by the other Members and Contract Partners.
- 21.3. The Association is responsible for strict control of the international register so as to avoid any double use or any name likely to create confusion. The criteria to determine whether a kennel name can be registered or not depend entirely on the Head Office and must be respected by the Members and Contract Partners. Kennel names similar to registered brands are not accepted.
- 21.4. The following provisions shall govern the granting and use of kennel names:
  - a) Dogs cannot bear in their registered name, as prefix or suffix, a kennel name other than the one of their breeders. Deemed to be the breeder is the owner of the bitch at the time of the birth of the puppies.
  - b) A dog's name and kennel name cannot be altered once they have been officially recorded.

- c) A National Canine Organisation can add the FCI registered kennel name on the pedigrees if the breed in question is recognised by the National Canine Organization issuing the pedigree and/or by the FCI.
- d) A breeder can register only one (1) kennel name per breed except in case a second kennel name is registered together with a co-breeder. A breeder can register more kennel names for other breeds.
- e) A kennel name is granted to one individual and is valid for life unless the holder of the kennel name gives it up in writing. As a general rule, it ceases to be valid on the death of the individual to whom it has been granted.

The National Canine Organization can authorize the assignment of a kennel name to a breeder's successor once that party's rights of succession have been duly established. The holder of a kennel name can include his or her spouse, descendants or relatives as associates in the management of the kennel providing they are at least eighteen (18) years old.

The original holder of the kennel name remains the representative of the breeding activity of the kennel in question.

- Breeding associations of two (2) or more persons must apply for their own joint kennel name; the above rules apply. The FCI must be notified of any changes in the composition of the association.

All other matters shall be governed by the provisions of the relevant National Canine Organization. Each breeder is required, prior to migrating to another country where the FCI has a Member or Contract Partner, to notify both, the Member or Contract Partner of his current and new country of Legal residence about his migration in order to ensure a correct transfer. In addition, both Members and Contract Partners have to inform officially, the Head Office about their accepting the change of Legal residence.

- The conditions under which a kennel name is to be used are based on the rules and regulations of the National Canine Organization.

The use of a kennel name after separation or divorce requires the former owners of the kennel name to provide legal declarations making it clear who is to continue to use it. In this case the kennel name can be transferred to new holder(s) if he/they complies(y) with the requirements of the National Canine Organization for kennel name holders.

- If a complaint is made to a National Canine Organization, the kennel name in question cannot be used until the National Canine Organization has communicated the confirmation to the holder of the kennel name.

f) The kennel names recognised by the FCI have precedence over the kennel names recognised only at national level.

Further to a complaint from the owner of a kennel name registered with the FCI, a kennel name recognised at national level will only be rescinded at the FCI's request if it harms the kennel name recognised by the FCI due to the similarity of the names. The Members and Contract Partners are not allowed to register kennel names at national level exclusively.

## Chapter 8 – Events

## Article 22 - International Events

22.1. The International all-breed shows and international trials where FCI awards (CACIB, CACIT, CACIAG, CACIL, CACIOB, CACITR) are granted come under the aegis of the FCI. All documents and catalogues related to the above events must carry the FCI logo. The FCI logo must also be visible at all these events.

22.2. Any admissible complaint concerning these events is to be first considered by the organisers before possibly being examined by the General Committee. Complaints relating to FCI Judges are to be examined by the National Canine Organizations which authorised the FCI Judges in question to officiate at these events. Complaints against the judging are not acceptable.

## Article 23 - National Events

- 23.1. No CAC (Certificat d'Aptitude au Championnat Championship Certificate) proposal can be given by a Member or Contract Partner on the occasion of shows held in the territory of another Member or Contract Partner, not even on the basis of an agreement or contract between these Members or Contract Partners.
- 23.2. The title of national champion of a Member or Contract Partner has to be obtained with at least two (2 CAC) gained at shows held in the territory of this specific country unless the dog already is a national champion of another Member or Contract Partner.
- 23.3. Any admissible complaint concerning the national events is to be considered by the organisers.

Complaints relating to FCI Judges are to be examined by the National Canine Organisations which authorised the FCI Judges in question to officiate at these events. Complaints against the judging are not acceptable.

## Chapter 9 – FCI Judges

## Article 24 – FCI Judges

- 24.1. Members and Contract Partners are responsible for training and examining (in accordance with the FCI and/or domestic regulations) the FCI Judges who will be authorised to award CACIB, CACIT, CACIAG, CACIOB, CACITR and CACIL. Only such judges can be recognised by the FCI, its Members and Contract Partners.
- 24.2. A FCI Judge can appear on the judges' list of a Member or Contract Partner only if he has his Legal residence in the country in which this Member or this Contract Partner has its head office. Furthermore, a FCI Judge must appear exclusively on one (1) FCI Member or Contract Partner's Judges list only. A judge cannot perform his other dog-related activity(ies) (breeding and dog registration) in a country other than the one which issued his judging licence. A transitional period in case a judge moves from one country to another can be agreed between the respective Members or Contract Partners.

In case of doubt, the General Committee is allowed to investigate with the Member(s) or Contract Partner(s) concerned or refer it to the Disciplinary and Arbitration Commission.

- 24.3. Members and Contract Partners must publish their updated show and working judges' list (name, address, email, phone number, qualifications, and languages spoken) on their Internet website and on the FCI Judges Directory.
- 24.4. Further provisions regarding the application, education, examination and the nomination of FCI Show Judges may be laid down in the FCI Regulations for Show Judges.
- 24.5. Final approval of FCI international all-breed judges must be granted by the Head Office before the FCI judge can be included, as an FCI international all-breed judge, in the FCI Judges Directory.

## **Chapter 10 – Dispute Resolutions, Penalties and Sanctions**

## Article 25 – Disciplinary and Arbitration Commission

- 25.1. The Disciplinary and Arbitration Commission shall handle a Disciplinary Matter upon respective request of the General Committee in the written report.
- 25.2. The Disciplinary and Arbitration Commission is composed of a panel of five (5) natural persons elected according to article 46.1. of the Statutes, including the chairperson.

The Disciplinary and Arbitration Commission shall have three (3) effective members and two (2) substitute members. The three (3) effective members serve on a permanent basis on the Disciplinary and Arbitration Commission and shall handle each Disciplinary Matter submitted to the Disciplinary and Arbitration Commission according to articles 25.1. and 26.7 of these Standing Orders.

In case of vacant position of an effective member in the Disciplinary and Arbitration Commission, the vacancy shall be filled at any time by one (1) of the substitute members by decision of the General Committee for the remainder of the term of office.

25.3. If a member of the Disciplinary and Arbitration Commission is affiliated or has official relationships to any Disputing Party involved in a Disciplinary Matter, the General Committee shall appoint a substitute member who will only serve in the Disciplinary and Arbitration Commission until a final decision has been taken in said Disciplinary Matter.

The initial member of the Disciplinary and Arbitration Commission will remain in function and will exercise its office in any other Disciplinary Matters in accordance with article 46.1., paragraph 2 of the Statutes.

25.4. The Disciplinary and Arbitration Commission decides in all Disciplinary Matters by simple majority of the votes cast. In case of a tied vote the chairperson has the casting vote.

## Article 26 – Dispute Resolution Procedure

- 26.1. The language to be used during the Dispute Resolution Procedure is English.
- 26.2. The complaint must be sent to the Executive Director in English together with evidence and all the necessary and supporting documentation by email or by registered post. The Executive Director must receive the complaint within six (6) months of the dispute facts having arisen or becoming known to the plaintiff and in any case no later than one (1) year

after the incident. If a complaint is sent to the Executive Director, the Executive Director will send the complaint immediately to the Executive Committee for information purposes.

26.3. The plaintiff must deposit at the latest seven (7) calendar days after the filing of the complaint a bail of an amount of three thousand (3000) EUR on the FCI bank account to open the FCI Dispute Resolution procedure.

As per article 47.10, paragraph 2 of the Statutes the Disciplinary and Arbitration Commission shall fix the costs and decide which Disputing Party shall bear the costs of the FCI Dispute Resolution Procedure.

Unless otherwise decided by the Disciplinary and Arbitration Commission the costs shall be borne by the unsuccessful Disputing Party. Consequently, the following shall apply:

- a) the amount of the bail will be returned to the plaintiff if the complaint has led to a condemnation of the defending Disputing Party.
- b) In case of unsuccessful claim by the plaintiff, the amount of the bail will be kept by the Association or refunded to the successful Disputing Party.
- 26.4. The Executive Committee shall try to settle in a fair way any Disciplinary Matter that may arise between Disputing Parties.

If no result is obtained within thirty (30) calendar days as from the date of notification of the complaint, dispute or incident to the Association, the Executive Director shall upon instruction of the Executive Committee refer the Disciplinary Matters laid down in article 47.1 and 47.2. of the Statutes to the General Committee:

The Executive Director will send a copy of the complaint to the remaining General Committee members for information purposes only as well as to the other Disputing Parties informing them that they have the right to send a reply in English within thirty (30) calendar days from the date of notification of the complaint by the Executive Director to the other Disputing Parties. The reply must be accompanied by all the supporting documentary evidence.

26.5. Upon receipt of the reply by the Executive Director, he shall immediately send one (1) copy of the reply to the plaintiff for information purposes only and the files with all the documents of the Disputing Parties involved to the General Committee members (hereinafter referred to as "**the Evidence File**").

26.6. As per article 47.5. of the Statutes, the General Committee shall make a first assessment of the Disciplinary Matter and inform the Disputing Parties about his decision within seven (7) calendar days from the date of notification of the Evidence File by the Executive Director.

If the General Committee is of the opinion that the complaint is not valid or that the Disciplinary Matter does not raise an issue of misconduct or is trivial, frivolous or vexatious in nature, the General Committee shall advise the Disputing Parties and thereafter shall take no further action in relation to the complaint.

If the complaint has not been dismissed pursuant to the previous paragraph of these Standing Orders, the General Committee shall further investigate the Disciplinary Matter during a maximum period of three (3) months (hereinafter referred to as the "**Preliminary Investigation Period**") as from the notification of the Evidence File as follows:

- a) review the complaint or the request in light of all findings and factual elements at hand;
- b) make such inquiries as necessary to determine the circumstances of the complaint or incident, which may include:
  - sending a copy of summary of the complaint to those named in the complaint, the complainant or to any witnesses with request that they respond in writing to the allegations by a date set by the General Committee;
  - (ii) communicating with or interviewing persons involved in the incident or whose conduct is the subject of the complaint; and
  - (iii) communicating with or interviewing other persons who may have relevant information.
- 26.7. On completion of the Preliminary Investigation, a written report will be elaborated by the General Committee and be sent together with the Evidence File to the Disciplinary and Arbitration Commission at the latest thirty (30) calendar days after the closing of the Preliminary Investigation Period. A copy of the written report will be sent by the Executive Director to the Disputing Parties.
- 26.8. The Disciplinary and Arbitration Commission shall examine the written report of the General Committee including the supporting documentary evidences and conduct a fair hearing of the Disputing Parties regarding the charge or dispute reported in the General Committee's report. The hearing needs not to be a face to face hearing.

The Disciplinary and Arbitration Commission shall reach a decision in compliance with article 47.7. of the Statutes within at the latest four (4) months as from the notification of the written report by the General Committee to the Disciplinary and Arbitration Commission.

The Disciplinary and Arbitration Commission has also the possibility to hear experts, witnesses and all the members of the General Committee. At the request of the Disciplinary and Arbitration Commission the Executive Director shall communicate the time and the place of the hearing and any other pertinent information to the Disputing Parties.

At any time and for the part of the FCI Dispute Resolution Procedure held before the Disciplinary and Arbitration Commission, the Disciplinary and Arbitration Commission may impose additional rules and deadlines of procedure in compliance with article 45.1. of the Statutes to the Disputing Parties to be communicated by the Executive Director upon request of the Disciplinary and Arbitration Commission.

- 26.9. As per article 48.2. of the Statutes, some offences, unless frequently repeated, shall be considered as minor violations of the FCI Governing Rules, like for-example:
  - a) registration, in its studbook, by a Member or a Contract Partner of a dog coming from the country of another Member or Contract Partner without any export pedigree or based on a pedigree not recognised by the FCI;
  - *b)* failing to provide information requested by the FCI in due time (statistics, surveys, ....).

This list is not exhaustive.

- 26.10. As per article 48.2. of the Statutes, some offences, unless frequently repeated, shall be considered as serious violations of the FCI Governing Rules, like for example:
  - a) granting a FCI-recognized judging license according to a procedure which does not meet the FCI requirements;
  - b) approval by a Member or a Contract Partner of the inclusion of a FCI Judge on its judges list whereas the latter does not meet the transfer conditions.
  - c) falsification of official documents (pedigrees, appendix to the studbooks, studbooks, titles of champion, ...).

This list is not exhaustive

- 26.11. As per article 48.2. of the Statutes, the Members and Contract Partners must consider as serious violations some offences of the FCI Governing Rules, like for example:
  - a) falsification of official documents (pedigrees, appendix to the studbooks, studbooks, titles of champion, ...);
  - b) bribery, indecent behaviour, slandering;
  - c) mistreatment and/or neglect of dogs;
  - d) criminal or punishable behaviour of a breeder or handler against a judge and other officials at shows or trials/tests;
  - e) slanderous or offensive conduct of a judge towards his national canine organization and/or the Association.

This list is not exhaustive

## **Chapter 11 – Legal Residence**

#### Article 27 – Legal Residence

- 27.1 In case the country of the Legal residence of a natural person cannot be determined according to Exhibit A of the Statutes and article 2.1 of these Standing Orders the following criteria are taken into consideration in a descending order of priority:
  - a) the country of the Legal residence is the country where a natural person spends most of his time;
  - b) the country of the Legal residence is the country where a natural person has his centre of relationships;
  - c) the country of the Legal residence is the country for which a natural person is considered to be resident for tax purposes.
- 27.2. If it still impossible to determine the country of the Legal residence of the natural person or legal entity based on the criterion described under article 27.1. of these Standing Orders, the General Committee has full power to decide on the country of Legal residence based on the factual elements brought to its knowledge.

## **Chapter 12 – Conflict of Interest**

## Article 28– Definition

28.1. A Conflict of Interest arises when an Interested Person in a position of authority in the Association may benefit personally by having a Patrimonial Interest or a Moral Interest from an operation, transaction, arrangement or decision he could make.

#### Article 29 – Procedures

- 29.1. Duty to Disclose
  - a) In connection with any actual or possible Conflict of Interest, any Interested Person must disclose the existence of the personal Patrimonial Interest or Moral Interest and be given the opportunity to disclose all material facts to the General Committee members or the Executive Committee members considering the proposed operation, transaction, arrangement or decision preliminarily to any discussion or decisions-making in these fora.
  - b) If the Interested Person fails to inform the General Committee or the Executive Committee, any other General Committee or Executive member aware of the Conflict of Interest shall disclose it in order to enable the General Committee or the Executive Committee to examine the situation preliminary to any discussion.
- 29.2. Determining whether or not a Conflict of Interest exists
  - a) After disclosure of the personal Patrimonial or Moral Interest and all material facts, and after any discussion with the Interested Person preliminary to any discussion on the agenda of the meeting, he shall leave the General Committee or the Executive Committee while the potential of a Conflict of Interest is discussed and determined.

The remaining General Committee and Executive Committee members shall decide if a Conflict of Interest exists and is sufficient to justify the exclusion of the Interested Person from the discussions and the decision-making process.

- 29.3. Procedures for addressing the Conflict of Interest
  - a) After exercising due diligence, the General Committee or the Executive Committee shall determine whether the Association can obtain, with reasonable efforts, a more advantageous operation, transaction, arrangement from a person or entity that would not give rise to a Conflict of Interest.
  - b) If a more advantageous operation, transaction or arrangement avoiding a Conflict of Interest is not reasonably possible under same circumstances, the General Committee or the Executive Committee shall determine by a majority vote of the disinterested members of the General Committee or the Executive Committee, whether the operation, transaction, arrangement or decision is in the Association's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the specified operation, transaction or arrangement or to take the specified decision.
- 29.4. The Conflict of Interests shall be mentioned in the Minutes of Meeting of the General Committee or the Executive Committee.
- 29.5. When the Conflict of Interest is of financial nature, the General Committee shall inform the General Assembly at its next meeting.

## Chapter 13 – Final provisions

## Article 30 – Enclosures

30.1. The Enclosures to these Standing Orders constitute an integral part of these Standing Orders.

#### Article 31 – Amendments of the Standing Orders

- 31.1. As per article 56.1 of the Statutes the amendments to the Standing Orders shall be drawn up by the General Committee and adopted by the General Assembly according to the rules provided for in article 19.2.p) of the Statutes.
- 31.2. Such amendments shall enter into force and constitute an integral part of the present Standing Orders on the date of adoption by the General Assembly, unless otherwise decided by the General Assembly.

#### List of Enclosures

Enclosure 1 – Application form, Full Member

Enclosure 2 – Application form, Associate Member

Enclosure 3 – Application form, Contract Partner

Enclosure 4 – Application form to host the Ordinary General Assembly and/or the World Dog Show (Appendix 2 of the *Regulations for FCI Dog Shows*)

Enclosure 5 – FCI Procedure for the international recognition of a breed (provisional & definitive)

Enclosure 6 – FCI Model Standard

These new Standing Orders were approved by the Extraordinary General Assembly in Brussels, August 2018.

The changes in bold and italic characters were approved by the FCI General Assembly in Shanghai on April 29 2019.

Rafael de Santiago FCI President

Y.De Clercq FCI Executive Director