

# APPLICATION FOR AMHA/INTERNATIONAL REGISTRY RECIPROCITY HANDBOOK

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## APPLICATION FOR AMHA/INTERNATIONAL REGISTRY RECIPROCITY INTRODUCTION

Reciprocity is the mutual recognition of certificates of registration for registered Morgan horses issued by registries around the world that have established reciprocal agreements with the American Morgan Horse Association, Inc. (AMHA)

When applying for reciprocity, the applicant must provide written justification for their request for reciprocity. The AMHA will consider several criteria including the population of Morgan horses in the applicant's country, evidence that the breed is sustaining or growing in the applicant's country and the applicant's possession of adequate technology to operate a registry. The applicant must have a minimum of five years experience in operating a registry that conforms to AMHA standards. In making this application, the applicant acknowledges the financial requirements involved with an on site, physical inspection of their registry by AMHA personnel as well as the application fee and annual transaction fees.



### APPLICATION FOR RECIPROCITY CHECK LIST

Please be sure the following information is included with your application:

Ø	Application Fee
	Application for Reciprocity
	A list of the officers of the Club/Association with contact information
	A copy of the Board motion authorizing a request for reciprocity with the AMHA, or a
	letter officially requesting reciprocity, signed by all board members, showing unanimous consent.
	An outline of the hardware/software you use to maintain your Registry records as well as
	conformation of your ability to export information electronically.
Ø.	Copy of your Registry Rules
	Copy of your By-Laws / Constitution
	Copy of all your registration forms
	Copy of a completed registration certificate
	A list of the horses believed to meet reciprocity requirements by name and registration number
	A list of the horses believed to not meet reciprocity requirements
	A copy of your schedule of fees
	Copies of past annual reports (three years)
П	A copy of the most recent edition of your studbook or register, if published



#### APPLICATION FOR RECIPROCITY FEE SCHEDULE 11/7/2009

Non-refundable Application Fee: \$300

After approval of reciprocity: \$2.50 per foreign horse





#### APPLICATION FOR INTERNATIONAL RECIPROCITY WITH AMHA

Name of Organization/Registry Applying for Rec	iprocity:
Address of Organization/Registry Applying for R	eciprocity:
Name of Primary Contact Person:	
Address of Primary Contact Person:	
Telephone Number of Primary Contact Person:	AMHA
Fax Number of Primary Contact Person:	American Marcan
E-mail of Primary Contact Person:	Horse Association
Primary Contact Person's Position within Applyin	ng Organization:
Name and contact information for Registrar if the	Registrar is not the contact person:
Date Registry was started:	
Total number of Morgans (living and dead) Curre	ently in Applying Registry:
Total number of new Morgans entered per year for the register is less than ten years old.)	•
2009:	2004:
2008:	2003:
2007:	2002:
2006:	2001:
2005:	2000:

Number of members that belong to your Association:					
Are horses in your country required to be inspected or tested before breeding is allowed?  If yes, are inspectors trained in the conformation, breed standards and desired traits of a registered Morgan? Who trains the inspectors?					
Name of the lab used for DNA and blood testing:					
Address of the lab used for DNA and blood testing:					
Please include the following information in separate documentation:					
An explanation of why you are seeking reciprocity with supporting documentation attached as needed.					
A list of the officers of the Club/Association with contact information					
A copy of the Board motion authorizing a request for reciprocity with the AMHA, or a letter officially requesting reciprocity, signed by all board members, showing unanimous consent.					
An outline of the hardware/software you use to maintain your Registry records as well as conformation of your ability to export information electronically.  Copy of your Registry Rules					
Copy of your By-Laws / Constitution					
Copy of all your registration forms					
Copy of a completed registration certificate					
A list of the horses believed to meet reciprocity requirements by name and registration number					
A list of the horses believed to not meet reciprocity requirements					
A copy of your schedule of fees					
Copies of past annual reports					
A copy of the most recent edition of your studbook or register, if published					
Return to:					

American Morgan Horse Association Registry, 122 Bostwick Rd, Shelburne, VT 05482

#### AMHA/INTERNATIONAL REGISTRY RECIPROCITY AGREEMENT

#### Article I: Definition of Reciprocity

Reciprocity is the mutual recognition of certificates of registration for registered Morgan horses issued by registries around the world that have established reciprocal agreements with The American Morgan Horse Association, Inc. (AMHA).

#### Article II. Applications for Reciprocity

- 1. The registry applying for reciprocity must provide written justification in their application to the AMHA detailing why they are seeking reciprocity.
- 2. The AMHA will consider several criteria to be satisfied by the applicant registry, including (but not limited to) an adequate population of Morgan horses within the country served by the applicant registry, indication that the Morgan breed is sustaining or growing in the country served by the registry applying for reciprocity, adequate technology to operate a registry and the perpetual retention of their records.
- 3. The registry applying for reciprocity must have a minimum of 5 years of experience operating a registry that conforms to AMHA standards.
- 4. The registry applying for reciprocity must possess the appropriate electronic systems to permit the transfer of registry information to the AMHA via the internet including (but not limited to) the submission of reports on registrations, transfers, or deaths during a given period.
- 5. Before reciprocity is granted, a physical inspection of the registry applying for reciprocity, including registry records and systems, must be completed by a representative of the AMHA Registry at the expense of the applicant.
- 6. The application fee as determined by the AMHA must accompany any application for reciprocity and must be submitted in US funds.
- 7. If the country (countries) that will be served by the registry applying for reciprocity require inspection or testing of horses before they become part of the breeding population, the applicant must prove the existence of personnel that are trained in the conformation, breed standards and desired traits of the registered Morgan horse.
- 8. All submissions of information to the AMHA must be in the English language.

#### Article III: Terms of Reciprocity

- 1. Maintenance fees based on the number of transactions exported to the AMHA must be paid annually by the foreign registry to the AMHA, in US funds.
- 2. Every two years the AMHA will review or inspect approved registries to ensure that they are meeting AMHA standards.
- 3. The cost of an AMHA inspection or corrective action, if required, will be borne by the foreign registry.
- 4. For any errors, omissions, or procedural inadequacies identified in the country's registration or recording procedures during the inspection, the foreign registry must act immediately to take corrective action as recommended by the AMHA to resolve the issue(s) cited.
- 5. To maintain reciprocity, recognized registries must adopt all changes in eligibility and registration requirements as approved from time to time by the AMHA Board of Directors. Whenever possible, the AMHA will notify recognized registries of any proposed changes prior to adoption and will consider comments or concerns from the recognized registries prior to adoption.
- 6. Failure to successfully complete stipulated corrective action within the stipulated time or failure to promptly adopt changes in eligibility or registration requirements as approved by the AMHA Board of Directors may result in revocation of reciprocal rights. Horses registered in the foreign registry after reciprocity has been revoked will not be recognized by the AMHA.
- 7. Should the registry receiving reciprocity cease to exist for any reason, the data base of the registry that received reciprocity must become the property of the AMHA and must be sent to the AMHA.
- 8. The AMHA reserves the right to modify this agreement as needed.

#### Article IV: Rules of Reciprocity

- 1. Any foreign organization whose registry maintains reciprocity must adhere to all eligibility and registration requirements used by the AMHA.
- 2. All other AMHA rules of the Registry must be implemented within the framework of the foreign registry.
- 3. Any foreign organizations whose registry maintains reciprocity must appoint or employ a registrar who shall be required to act in a non-political, professional, and impartial manner. Fees and charges assessed to owners/breeders using the foreign registry for services rendered must be set locally by the governing body of the registry concerned, independent of AMHA.
- 4. Each registry with reciprocity will be required to have documented standard procedures in place to ensure non-duplication of names of horses and registered prefixes recorded with the AMHA.

- 5. Each Morgan horse will carry only one registration certificate, which is to be a certificate issued by the registry in the country in which the owner resides at: a) the time of foaling, or b) the effective date of transfer. Owners wishing to register with another approved registry must send the original registration certificate with the application for dual registration. The new registration will be recorded and the certificate stamped with the new registration number and returned to the recorded owner.
- 6. An International Registry Committee comprising at least one representative from each recognized registry and the AMHA must meet when called by any one member.
  - a. The meeting will be held at the time and location of the next regularly scheduled AMHA Annual Meeting.
  - b. In the absence of an International Registry Committee meeting, the AMHA Registrar will correspond annually with committee members to provide pertinent information regarding the AMHA registry and to solicit comments, questions, requests, and/or suggestions from members of the committee that may be shared with the other members.
- 7. Horses foaled in a country not having reciprocity with the AMHA that are transferred to a country having reciprocity must be registered with the AMHA. They cannot be granted registration indirectly through a foreign registry.
- 8. Each registry with reciprocity must adopt the AMHA's diligence for maintaining pedigree accuracy.
- 9. The breed must be known as and promoted as "THE MORGAN HORSE" in each country whose registry maintains reciprocity with AMHA.
- 10. The breed must be documented in a database of some form that can be reviewed by the AMHA Registry.
- 11. Each reciprocity agreement will be retroactive as long as blood typing or DNA qualifies the ancestry of the subject horse to AMHA-registered parents or ancestors.

#### Article V: Hold Harmless Clause

In order to carry out the terms of this Agreement, the AMHA and the registry making application for reciprocity with AMHA acknowledge and agree that each of the parties shall maintain respective registries for the registration of Morgan horses within their respective countries. The parties further agree that should either party fail to do so or should an error occur in the registry of one party (the "Offending Party") that affects the integrity of the other party (the "Affected Party"), then the Affected Party may give notice in writing to the Offending Party of the defect, error or non-compliance with this Agreement, and the Offending Party shall rectify or correct the defect, error, or

non-compliance as soon as reasonably possible after receiving such written notice. The Offending Party further agrees to indemnify and hold harmless the Affected Party from all claims, losses, damages and costs resulting from reliance by the Affected Party on the actions or omissions of the Offending Party.

#### Article VI: Termination

- 1. Either party may terminate this agreement by delivering to the other written notice of an intention to terminate, and termination will be effective thirty (30) days after receipt of that notice.
- 2. Termination of this agreement will have no effect on the registration or other record of any horse registered as a matter of reciprocity prior to termination in either the AMHA Registry or the registry maintaining reciprocity.

		A B 4 I	1.0
American Morgan Hor	se Association	Applicant for Reciprocity	
By:		By:	
AMHA President	Date	Nameherican	Date
1	TM	Title TSC ASSO	ciatio
AMHA Registrar	Date	Name of organization	
		Name	Date
		Title	
		Name of organization	