

## CMGA Code of Ethics

Following is the Code of Ethics of the Canadian Meat Goat Association. The role of the Association and its breeders is to promote meat goats as a long term, stable source of income in a diversified farming and ranching economy and to provide genetically improved breeding stock to the commercial meat goat industry. Breeders represents the purebred meat goat breeds and meat goats in general. The Association has established a concise, reliable Code of Ethics which its members are encouraged to use as a standard or guide. The Board of Directors will not be involved in disputes between a non-adhering seller and any buyer unless that matter is covered in the Association By-laws. We encourage you to carefully consider the contents of the Code and make it part of your goat farming program.

### Foreword

This code is designed to give equitable treatment to both buyer and seller alike and to create justifiable buyer confidence in meat goat sales. The complete Code together with a glossary of terms commonly used is given so that all members of the CMGA may become familiar with it. Based on the premise that the buyer is entitled to get value received, the Code does not contain anything that the responsible breeder does not adhere to in his every day private treaty and auction sale practices.

### A. Glossary

**OPEN:** A doeling that has never been exposed to a buck either through natural service or artificial insemination. A doe that has not been exposed to a buck either through natural service or artificial insemination since her last kidding.

**BRED:** A female that is known to have been served by a buck either by natural breeding or artificial insemination. It is not guaranteed that the female is safe in kid to that service.

**BUCK EXPOSED:** A female that has been running in a pen or in the pasture with a buck and has been exposed for the time stated. This does not necessarily mean that this female is safe in kid.

**SAFE IN KID:** A female that has been declared pregnant by a competent licensed veterinarian or is declared by the seller to be carrying kid(s) at the time of the sale. This does not guarantee a live kid birth or that the kid is not or will not be mummified.

**FERTILITY TESTED:** A buck's semen has been tested by a competent licensed veterinarian or by a recognized breeding center. The buck's live sperm count, and motility qualifies the buck to be a satisfactory breeder. A fertility test by itself does not fulfill the breeding guarantee of a buck

*BREEDER*: The owner or lessee of the dam at the time the dam was served.

*OWNER*: The individual, partnership, or corporation in whose name an animal is registered.

*CMGA*: Canadian Meat Goat Association.

## **B. Breeding Guarantees**

1. All guarantees are between the buyer and the seller.
2. The CMGA shall not be liable for any guarantees given by a seller of the goats.
3. **Bucks**: Should any buck 15 months of age or over fail to prove a satisfactory breeder after being used on does known to be breeders, the matter shall be reported in writing to the seller, enclosing a report prepared by a licensed veterinarian, within 6 months following the date of purchase or date of first exposure, or 6 months after the buck has reached 15 months of age. The seller will then have the right and privilege of 6 months to prove the buck a satisfactory breeder. In no event shall the seller be responsible for more than the purchase price of the buck in question. No guarantee regarding the freezing ability of a buck's semen is made or implied in the sale of a buck unless covered specifically in a written contract.
4. **Females**: All females except kids at side are guaranteed to be breeders. If at the end of 6 months, after proper exposure, the buyer is unable to get a female settle, he may return the animal at the buyer's expense to the seller provided he has first notified the seller in writing. The seller, at his option, may replace the female with one of equal quality, refund the purchase price or elect to prove her to be a breeder. Should he elect to prove her a breeder he has 6 months to do so. If he fails to get her settled, replacement or refund becomes mandatory.
5. The exception to this rule are doelings under eighteen (18) months of age. The guarantee extends until they are twenty-one (21) months of age. If not settled by that time, procedure is the same as with open does. The breeding time in both instances may be extended by mutual agreement, but the purchaser must notify the seller within thirty (30) days after the expiration of the 6 months breeding time for does and twenty-one (21) months age limit on doelings.
6. **Suckling Kids**: All suckling kids are assumed to be given to the purchaser and no guarantee of any kind applies to these kids. Kids at side also serve as evidence that the mother doe is a breeder without further guarantee, provided, however, that the kid is less than 6 months old. In the event of a kid at side which is older than 6 months the kid must be guaranteed to breed.
7. If a female is sold as being "safe in kid", it is regarded as an asset that is reflected in the sale price. If she proves not to be, the seller owes the buyer an adjustment. The sire must be as represented, if not, replacement or refund is mandatory.

8. If a female is sold as open, and the female is proven either by palpation or the birth of a kid to have been bred prior to the sale date, the seller owes the buyer and adjustment. In such a case the buyer should notify the seller when he becomes aware of the pregnancy.
9. If any question is raised as to the parentage of an animal it will be settled by DNA parentage testing according to the procedure sheet provided by the University of California Davis laboratory in California, U.S accredited by the Association. The tests will be paid for by the buyer. If the animal is found to be not as indicated on the pedigree the seller will reimburse the buyer for the tests and an adjustment or replacement of the animal satisfactory to the buyer, or a refund of the purchase price becomes mandatory.
10. In the event of injury to, or sickness of an animal or serious nutritional deficiency which may have a detrimental effect on the animal's breeding ability after the date of purchase, the breeding guarantee on the animal may become null and void. A claim under this provision should be supported with a report by a licensed veterinarian.
11. **Genetic Defects:** In the event a buck, sold by a member adhering to the Code of Ethics is officially indicated by the CMGA as a carrier of a genetic defect within 2 years of the date of sale a refund of the purchase price of the buck by said member is mandatory.
12. Under no circumstances will a seller be liable for more than the price of the animal.

### C. Grievance Cases

1. The CMGA shall not take any stand or become involved in any disputes between buyers and sellers unless the dispute specifically involves the pedigree, the registration and/or transfer.
2. In the event of a dispute involving the pedigree, registration or transfer of an animal, the Hardship or Executive Committee shall review the circumstances and recommend action to the Board of Directors. Between Board Meetings, and if time is of the essence, the decision of the Hardship or Executive Committee shall suffice.
3. Procedures to be followed in grievance cases where the above stated policies allow CMGA involvement are given in the by-laws of the Association.
4. After due consideration of the circumstances pertaining to a grievance case, the Hardship or Executive Committee may recommend to the Board of Directors that certain action is required on the part of the member in question. After these recommendations are considered by the Board, the Board may request certain actions be taken by said member. If the member in question fails to comply with the Board's instructions, the member may be subject to suspension or expulsion. Any member who adheres to this Code of Ethics must agree to be bound by the decision of the Board in such an instance.

## **D. Buyer's Responsibility**

1. The buyers themselves have some responsibility to assure the proper conduct of a sale whether private treaty or public auction.
2. Buyers should become familiar with the Code of Ethics and the Glossary of Terms.
3. It is the buyer's responsibility to ensure himself that the member he chooses to buy goats from adheres to this Code of Ethics in his sales both private treaty and public auction.
4. In accord with this Code, announcements from the ring will take precedent over any printed matter. Buyers should listen carefully to all announcements made by the auctioneer, sales manager or owner governing the sale including specific announcements made on individual animals.
5. Buyers are bound by the same health requirements that governed the seller.
6. Returned animals must also be in reasonably good pasture condition.
7. Determination as to any animal's eligibility to be shipped into his home area is the responsibility of the buyer. Knowledge of the foregoing by the buyer can avoid misunderstandings and enable him to become a more competent buyer.
8. The buyer should check the tattoo of the animals he purchased to ensure that the tattoo that appears on the ear corresponds with the printed information in the catalogue and on the registration certificate.

CMGA will have reprints of the complete Code of Ethics available as needed and can supply an electronic copy upon request.

It is recommended that all sales have a supply of these available at ringside together with a simple statement that the sale complies with the "CMGA Code of Ethics". This can eliminate considerable catalogue space and cost.

Members of the Association should be familiar with this Code of Ethics and make it available to their buyers.

The procedures to be followed where buyers have voiced complaints and grievances with the Canadian Meat Goat Association office are as followed:

1. It is suggested that the General Manager should, where it is practical, attempt to find a solution to the member's problem immediately.
2. Where it is not practical to even attempt a solution or where it soon becomes apparent that there is no easy solution to the matter, then it is suggested that the secretary proceed in the manner outlined in the CMGA by-laws under ARTICLE III – DISCIPLINE OF MEMBERS.
3. If after proceeding according to the CMGA by-laws, ARTICLE III – DISCIPLINE OF MEMBERS, it is found that there has been a CMGA bylaw or an APA rules violation, for a first offense, the CMGA generally sends a warning letter to the to the party that is in contravention of the rules. For a second offense, the member may be expelled or suspended and may be denied the privilege to register and transfer animals in the herd book of the association.

## **E. Conduct of members towards the CMGA, other members of the association or CMGA staff**

1. Any member whose conduct is prejudicial to the interest of the Association may be expelled or suspended.
2. Such expelled or suspended member may not be denied the privilege to register and transfer animals in the herd book of the Association.
3. This includes communications by email to the CMGA office, Facebook posts or through the CMGA Facebook page.

There is no reason for any verbal or written aggression of any kind towards the CMGA or insinuation about the way the organization handles complaints. The CMGA Board is made up of volunteer breeders who give their time without counting to make the organization work. They are required to follow the procedures prescribed by the CMGA bylaws and the APA recommendations.