

DRAFT ONLY – FOR COMMENT BY Feb 15, 2010

THE ENGLISH COCKER SPANIEL CLUB OF AMERICA, INC.

Constructive feedback is an important part of the development process and we appreciate your time and value your suggestions.

Please keep the following in mind when offering suggestions:

1. Be as specific as possible. For example "I don't agree with the 2 year waiting period" is not as specific or helpful as "I think the waiting period should be _____".
2. This document is designed for members that wish to be included in the ECSCA Breeder Referral listing.
3. There is a limited time to make suggestions. The time schedule the Board has committed to is:
 - Membership suggestions and feedback on Draft Version - deadline back to committee: 15 February 2010
 - Revised draft to board: 01 March 2010
 - Comments by Board to committee: 15 March 2010
 - Final draft Membership Mailing: 01 April 2010
 - Membership Vote: 04 May 2010 at the Annual Meeting

Thank you!
ECSCA Board of Directors

CODE OF ETHICS

PREFACE

The purpose of this Code of Ethics is to describe and set forth the ideals necessary to protect and advance the interests of the English Cocker Spaniel and members of the English Cocker Spaniel Club of America (ECSCA).

The ECSCA is the American Kennel Club (AKC) parent club for the English Cocker Spaniel in the United States. The ECSCA recognizes that it is the responsibility of its members to protect and preserve our breed. It further recognizes that the reputation and future of our breed rests in the hand of its breeders and owners. This Code, therefore, proposes guidelines for ECSCA members as they pursue ownership, competition, breeding, and companionship of English Cocker Spaniels.

Membership in the ECSCA requires acceptance of and adherence to these guidelines. Any individual who applies for membership will receive a copy of the Code of Ethics and by signing declare their acceptance of its provisions in their entirety. Breeders are required to reaffirm each year with the submission of their Breeder Referral application.

Preamble

As a member of the ECSCA, I agree to uphold the principles of the ECSCA's Constitution, Bylaws, and Code of Ethics. I will protect the interests of the English Cocker Spaniel in a manner reflecting credit to myself, the breed, and the ECSCA. I further agree to comply with all American Kennel Club (AKC) rules and regulations.

This Code of Ethics has been established in accordance with the stated objectives of the ECSCA to protect and advance the interest and maintain the integrity of the English Cocker

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Spaniel. This Code is intended to provide each member with fundamental guidelines deemed acceptable to the ECSCA, our breed, and each member in nearly all situations.

CODE OF ETHICS

General Conduct:

I agree that membership in the English Cocker Spaniel Club of America, Inc. (ECSCA) requires my abiding by and upholding the following guidelines:

1. To educate the public about our breed, honestly representing the English Cocker Spaniel by disclosing known health issues and the breed's inherent characteristics and suitability;
2. To refer potential puppy buyers to the Club's Breeder Referral liaison or the ECSCA website which includes only those breeders who have agreed to uphold the ECSCA Code of Ethics;
3. To willingly offer assistance and encouragement to new owners and novice competitors in recognizing the need for mentoring and support within the English Cocker Spaniel community;
4. To support and participate in the efforts of the ECSCA to continually assess the health and longevity of the breed through testing, health surveys, and funding;
5. To responsibly place all dogs and puppies and at no time knowingly permit an English Cocker owned, co-owned, or bred by me to be confiscated by an animal control unit or be disposed of in an animal shelter or rescue facility;
6. To support the efforts of ECSCA Rescue, as well as other rescue organizations, by personally committing to the safekeeping of our breed as circumstances warrant our involvement;
7. To permanently identify dogs bred and/or owned by microchip implant or tattoo;
8. To refuse to sell, lease or offer at stud any English Cocker Spaniel to puppy mills, wholesalers or retail stores, commercial businesses, or agents thereof or allow any English Cocker Spaniel to be sold or donated to a research laboratory or offered as a prize or sold at auction;
9. To take action against the maltreatment or abuse of our breed and any and all dogs, whether by personally interceding or by notifying the proper law enforcement authorities;
10. To recognize that a co-owner of an English Cocker Spaniel shall have the same responsibilities that a sole owner has and that the breach of one member of this Code does not in any way absolve another member from any obligations under this Code;
11. To sponsor an applicant for membership in the ECSCA only if the member has personally known the applicant for a minimum of two (2) years. At least one of the sponsoring members must have visited the applicant's facility one or more times during the two years immediately preceding the application date. Sponsorship is not to be taken lightly. Each sponsor must understand that the ECSCA and the English Cocker Spaniel breed are represented by each and every member individually and careful consideration should be given to each candidate for membership.

Responsibilities of Breeders:

A breeder is defined as one who allows the use of an English Cocker Spaniel, whether owned or leased, to sire or produce a litter of puppies. Responsibilities encompass the following:

1. To acknowledge and accept the lifetime commitment to the breed, to all puppies produced, and to those who purchase puppies produced by their sire or dam. All members shall take full responsibility for every litter they breed. If it becomes necessary, the breeder must be fully prepared to take custody of any dog or any puppy sold or placed by them. If the Club, or any other rescue organization, rescues a dog of a member's breeding, the member shall either take custody of the dog or the dog shall be placed in the Club's Rescue program and placed with the breeder's assistance and assumption of full financial responsibility;
2. To breed for the sole purpose of advancing and improving the breed;

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3. To breed as closely to the standard of the breed as approved by the AKC with the goal being to produce the highest quality English Cocker Spaniel being mindful of the health, conformation, temperament, and possible hereditary defects of the English Cocker Spaniels being bred;
4. To become objectively educated as to known and emerging health problems within the breed and to screen breeding stock for those identified health issues for which genetic testing is currently or becomes available, to include but not limited to hip dysplasia, Progressive Retinal Atrophy (prcd-PRA), Familial Nephropathy (FN), and unilateral or bilateral hearing loss and to register test results with the Orthopedic Foundation for Animals (OFA) and Canine Health Information Center (CHIC);
5. To utilize in my breeding program only those bitches and stud dogs who have acquired an OFA rating and number certifying that they are free of hip dysplasia;
6. To utilize in my breeding program only those bitches and stud dogs who have health clearance ratings from OptiGen for prcd-PRA and FN and a BAER test result confirming bi-lateral hearing. Presumed ratings are acceptable only if verifiable for prcd-PRA and FN;
7. To utilize a written agreement clearly stating all conditions and terms of stud service, co-ownership, or lease;
8. To permanently identify dogs of breeding age that are kept on my premise with either microchip implants or tattoo;
9. To safeguard bitches under my care and supervision from accidental breedings;
10. To permit the use of the services of my stud dog after ascertaining that the owner of the bitch has the required knowledge and the appropriate facilities to whelp and care for the litter and will raise and place the puppies in accordance with this terms of this Code;
11. To willingly disclose known health defects/issues affecting the dog, its ancestors, or its offspring when breeding or selling;
12. To maintain accurate records of all dogs and litters as required by the AKC;
13. To protect the health of the bitch and her pups by providing a safe, sanitary environment, appropriate and necessary veterinary care, and adequate puppy socialization;
14. To place puppies not sooner than ten (10) weeks of age, with twelve (12) weeks being the desire minimum age to facilitate adequate socialization as well as appropriate emotional and temperament development;
15. To place puppies or dogs utilizing a written agreement of sale, acknowledged and executed by buyers and breeders prior to the physical transfer of the puppy or dog, to include the following information:
 - a. Name, address, phone number, and email address of breeder;
 - b. Disclosure of payment terms and receipt for said payment;
 - c. Date of birth, gender, color, AKC registration name and number of puppy or dog;
 - d. AKC registered names and numbers of the sire and dam of puppy or dog;
 - e. Permanent identification number either through microchip implant or tattoo number on each puppy or dog;
 - f. AKC registration certificate and minimum three-generation pedigree on each puppy or dog;
 - g. A full discussion and notation as to type of AKC registration with a Limited Registration incorporating a spay/neuter contract clause for non-show quality/non-breeding stock, to specifically include those with known hereditary defects considered to be detrimental to the breed;
 - h. Terms of co-ownership, if applicable;
 - i. A certificate of health issued by your veterinarian within state guidelines, generally 21 days, from the date of sale or a written warranty guaranteeing health at time of sale, executed by seller, written in accordance with current state puppy protection laws and with full disclosure of any hereditary defects;
 - j. Written and verbal notification of the period of time permissible by state law, generally within ten (10) days of date of sale, for the puppy buyer to have a licensed veterinarian complete an examination of the puppy;

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- k. OFA, OptiGen prcd-PRA, OptiGen FN, BAER and all future genetic test results on both sire and dam of puppy or dog with clearance certificates and full test explanations provided to new owner;
 - l. BAER test results on puppy or dog, preferably tested prior to placement;
 - m. Written medical records to include dates of inoculations, types of vaccines used, and dates of worming. Vaccine protocol should include schedule for future inoculations, to include rabies and distemper combination shots and those appropriate and recommended for the geographical location of the puppy's new home;
 - n. Written terms providing for the safe return of a puppy or dog following the initial veterinarian check and reimbursement or replacement policy, if necessary and in accordance with state puppy protection laws;
 - o. Written terms providing for replacement or reimbursement in the unfortunate event of death or significant health problems due to hereditary disease, if necessary and in accordance with state puppy protection laws;
 - p. Written acknowledgement by the breeder of their lifetime responsibility to any puppy or dog sold or placed by them that would be in need of surrender and relocation for any reason. The breeder must be prepared to take back any puppy or dog of their breeding program during the lifetime of the dog for any reason and to relocate the dog or assist in its relocation;
 - q. Instructions on proper care, to include proper nutrition and feeding requirements, training and grooming instructions;
 - r. Close monitoring of placements to ensure that the puppy and/or dog is receiving proper care, nutrition, and training and written terms incorporated in the contract to permit the breeder to remove said puppy or dog not receiving care or treatment in accordance with contractual terms established for the life of said dog;
 - s. Provide advice and counsel to all puppy buyers or dog placements throughout the lifetime of the dog;
 - t. Full compliance with prevailing state puppy laws;
 - u. Incorporate a copy of the executed Code of Ethics with puppy contract.
16. To include in all advertising (both written and oral) only those claims which are factual and honest in both substance and implication.

Code Violations

Members are reminded that pledging to the ECSCA Code of Ethics requires a commitment to maintaining the highest level of standards of practice and that observing the spirit of this Code is as important as adhering to its law. Club welfare and reputation should be of utmost importance to all members and are expected to be placed above monetary gain and individual prestige. Every effort should be taken by members to reconcile and resolve differences within the Club. The ECSCA will not entertain any grievance brought against a member unless a written contract or other document signed by both parties is submitted with the grievance. By signing below, the member agrees to abide by the provisions of this Code of Ethics. Any member who shall disregard or found to be in violation of this Code of Ethics will be subject to appropriate disciplinary action in accordance with Article VII of the Constitution and By-Laws of the ECSCA and the Rules and Regulations of the AKC.

The following are **prima facie** grounds for disciplinary action:

- a. Neglect or abuse of any English Cocker Spaniel in the care of a member documented by the affidavits of three (3) witnesses or by investigation of an authorized animal control or humane organization;
- b. Suspension of privileges by the AKC for violation of its rules or regulations;
- c. Advertising found to be in violation of this Code;
- d. Knowingly sell, or to aid and abet in the sale of an English Cocker Spaniel to or through a puppy mill, pet shop, or its agents;
- e. Refusal to comply with the terms of a written contract involving an English Cocker Spaniel transaction without indicating just cause;
- f. Refusal to complete the AKC registration without showing just cause;

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- g. Refusal to honor written agreements and warranties or to be in violation of prevailing state law without showing just cause.

I accept, will adhere to and support this Code of Ethics:

Member Name: _____
(Please Print Clearly)

Member Signature: _____

Date Executed: _____