

## **PART 1 – BY-LAWS**

### **Article I**

#### **PURPOSE**

The North American Paco-Vicuña Association (*henceforth referred to as the NAPVA and which includes the title Paco-Vicuña Association*) is a non-profit organization under Colorado Law for the purpose of developing, improving, and promoting the Paco-Vicuña breed of camelid.

- 1.1 The NAPVA will keep an accurate and complete herd book detailing the pedigrees and record of ownership and will publish registration certificates.
- 1.2 The NAPVA will gather performance information and issue performance summaries and reports necessary to make genetic improvement with the Paco-Vicuña breed.
- 1.3 The NAPVA will promote public awareness and Membership appreciation of the Paco-Vicuña's unique qualities.
- 1.4 The NAPVA will educate the Membership on the care and breeding of the Paco-Vicuña.
- 1.5 The NAPVA will promote the growth of the Paco-Vicuña industry as a whole.
- 1.6 The NAPVA will foster the establishment of the breed by encouraging husbandry and breeding practices based upon, but not limited to, herd health, overall soundness, and fiber production.
- 1.7 The NAPVA will be authorized to buy and sell property, land, equipment, supplies, research data, and facilities anywhere in the world, and to contract for any and all such property or services as the Board of Directors may deem necessary to conduct activities of the organization.
- 1.8 The NAPVA owns and operates the North American Paco-Vicuña™ Registry and EPD data base and will maintain such complete and accurate data as pertains to the North American Paco-Vicuña™ registered national herd, their genetic data and EPD data and analysis, including all data as provided by Yocom McColl Fiber Testing Laboratories.

### **Article II**

#### **MEMBERSHIP**

##### **2.1 MEMBERSHIP**

- a. Any person interested in the purposes of the NAPVA may become a Member. Ownership of at least one registered North American Paco-Vicuña™ is required. Membership shall be granted upon written application submitted in the form and manner specified by the Secretary of the NAPVA and the Board of Directors and accompanied by the annual dues.

- b. Associate Membership: Associate Membership may be applied for and granted for individuals or organizations with an interest in North American Paco-Vicuñas™, who either work with North American Paco-Vicuñas™ fiber or data, but do not own registered North American Paco-Vicuña™. Associate memberships shall not include voting rights, and shall have a discounted membership annual dues. An Associate membership shall not include access to North American Paco-Vicuña™ data unless the PVA Board has approved such access on a case by case basis.
- 2.2 The annual dues shall be set by the Board of Directors and approved by the Membership at the next Annual Meeting.
- 2.3 The following classes of Membership shall be recognized by the Board of Directors: Farm Membership and Honorary Membership and Associate Membership. The Board of Directors may set different privileges for each class.
- 2.4 VOTING RIGHTS: Each Farm shall be entitled to one vote on all matters submitted to a vote of the Membership, with the exception of Honorary Members and Associate Members who shall be non-voting.
- 2.5 REVOCATION OF MEMBERSHIP: The Board of Directors, by affirmative vote of the 4/5<sup>ths</sup> (four/fifths) majority of directors, may suspend or revoke the Membership status of any person or organization, if in the judgment of the Board, such action is in the best interests of the NAPVA. The Board may revoke Membership status for one or more of the following reasons:
  - a. The Member fails to pay NAPVA dues when required.
  - b. The Member fails to pay for items or services billed by the NAPVA within a reasonable period of time.
  - c. The Member uses the NAPVA mailing list(s) or Membership directory information for purposes not intended by the NAPVA such as but not limited to: (i) The mailing of anonymous material about the NAPVA or one of its Members, or (ii) To promote a business or activity not in the best interests of the NAPVA,
  - d. The Board will notify the Member in writing of the grounds for such removal from Membership.
  - e. Loss of Membership is automatic when the Member fails to pay NAPVA dues, 2.5(a). For all other cases, a reasonable opportunity shall have been provided for the Member to be heard. This meeting shall not be less than thirty (30) days after mailing of the written notification called for in 2.5(d).
- 2.6 DISCIPLINARY ACTIONS: Any Member who violates the By-Laws or the rules and regulations of the NAPVA, or who deceives or wrongs the NAPVA or another person in any matter in which the NAPVA has any interest may be censured, suspended or expelled and denied any or all of the privileges of the NAPVA. If not a Member, be denied any or all of the privileges of the NAPVA. Offender will be given notice and an opportunity to be heard, as hereinafter provided.

Such additional or other penalties or restrictions on the exercise of the privileges of the NAPVA as are deemed proper and appropriate may also be imposed.

- 2.7 **REGISTRATIONS AND TRANSFERS:** If, in the opinion of the Executive Vice President, evidence is produced or exists which raises reasonable doubt as to the propriety of the registration or transfer of an animal, the proceeding or records of the NAPVA with respect to such animal and its descendants may be temporarily suspended by the Executive Vice President. After notice and opportunity to be heard as hereinafter provided, the executive committee may deny any application for registration, or may expunge any existing registration or transfer found to be improper, or take such other steps as the nature of the case may require.
- 2.8. **ANIMALS WITH GENETIC DEFECTS OF OTHER CONDITIONS:** If, under rules adopted by the Board of Directors, an animal is designated as carrying or possessing a deleterious genetic defect or other condition, the owner of such an animal shall be promptly notified of the designation. The NAPVA may take such action prior to a final determination as it deems necessary concerning the designated animal in order to fulfill the NAPVA's purposes of improving, promoting, and developing the Paco-Vicuña breed.

### **Article III**

#### **MEETINGS OF MEMBERS**

- 3.1 **ANNUAL MEETING:** There shall be an Annual Meeting of the Membership called by the Board of Directors. The Annual Meeting shall be attended by Members of the NAPVA and Associate members only, as well as guest speakers at the invitation by Agreement of the majority of the Board. At the Annual Meeting of the Membership, the Members shall transact such business as shall properly come before them. Annual Meeting shall be conducted either in person at a central location, or by phone conference call.
- 3.2 **SPECIAL MEETINGS:** Special meetings of the Membership may be called by a majority vote of the Board of Directors, or by petition to the Board of Directors of not less than one-fifth of the Members having voting rights.
- 3.3 **NOTICE OF MEETING:** Written notice stating the place, day and hour of any meeting of the Membership shall be delivered by mail or email to Members of the Board at least three (3) days prior to notice being mailed or emailed to the General Membership with each Member having voting rights, of not less than twenty (20) and not more than forty-five (45) days before the date of the meeting. Such notice shall provide the opportunity for each Member to cast their ballot on the meeting agenda items. Any such notice shall state the purposes of the meeting.
- 3.4 **QUORUM:** Two-thirds of voting Members that are entitled to vote at any duly noticed Membership meeting shall constitute a quorum at such meeting. If a quorum is not present, a majority of the Members present may adjourn the meeting to a time certain without further notice.

- 3.5 **MANNER OF ACTING:** Two-thirds of the Members present and voting on a matter during a meeting shall be necessary for the adoption of the matter being voted on unless a greater proportion is required by law or the By-Laws. If a matter on the agenda of the Annual Meeting is submitted to Members, and the provision is made for voting by email or mail in ballot, a Member may vote by mailing their ballot to the Secretary or other designated person. No vote shall be counted unless postmarked or emailed by a date set by the Board of Directors, which date shall be indicated on the ballot. The ballots shall be counted prior to the meeting and the matter will be adopted if it receives the required votes for passage.

#### **Article IV**

##### **BOARD OF DIRECTORS**

- 4.1 **GENERAL POWERS:** The affairs of the NAPVA shall be managed by the Board of Directors. The Board of Directors shall set policy, appoint Officers not elected by the Membership, and perform the duties as set forth in the By-Laws. The Board may, at their sole discretion, adopt the findings of any duly constituted committee or outside consultants. Directors must be Members in good standing of the NAPVA.
- 4.2 **NUMBER, TENURE, AND TERM:** There shall be five (5) voting Directors. The Directors shall serve a term of three years, which terms shall be staggered so that no more than two Directors will be elected each year. In the third year, however, one Director shall be elected for a period of three years. In order to facilitate this change, the following elections must occur.
- Year 1 – Two (2) Directors will be elected for three (3) years.
  - Year 2 – Two (2) Directors will be elected for three (3) years.
  - Year 3 – One (1) Director will be elected for three (3) years.
  - Year 4 – Repeat of Year 1 above and so on thereafter.

All expired terms shall be filled by election at the Annual Meeting of the Membership, according to the provisions of Article 3.5 and Article 6. Directors may serve for an unlimited number of terms. All Board Members shall be elected pursuant to Article VI.

- 4.3 **REGULAR MEETINGS:** A regular meeting of the Board of Directors shall be held annually, to the extent possible. All meetings shall be open to the Membership and/or Board-invited speakers, for the purpose of allowing the Board and the Membership to discuss issues of importance to the NAPVA. The minutes shall be taken by the Secretary and be available in writing, to the Membership, within two weeks of said meetings.
- 4.4 **SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called at the request of three Directors or by the President. The Directors or President calling the meeting may fix the time, place, and date of the meeting. Special meetings by means of telephonic conference are authorized, special meetings are open to members and associate members only, as well as invited Speakers as determined by the Board. Members shall be allowed to

participate in telephonic meetings at their own expense. Minutes of any meeting shall be taken by the Secretary and be available in writing, to the Membership, within two weeks of the meeting date.

- 4.5 NOTICE: Notice of the time and place of any Special Meeting shall be given to each of the other Directors in person or by telephone or by email, in advance of the meeting or by written notice mailed with postage prepaid to the address of the Director as it appears in the records of the NAPVA. Such notice must be mailed or emailed not less than the fifteenth (15) day before the day of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called nor convened. The purpose of the meeting shall be specified in the notice. A failure for any Director or Board member to respond to either a written notice, or emailed notice within the three-week notice period, shall be construed as a positive response in the matter contained in such notice. Should a board member fail to respond to Board Business within a 30-day period, without notifying the Board of their unavailability to respond in a timely fashion, the Board shall have the option for removal of that Board member for non-participation.
- 4.6 MAJORITY VOTE OF THE BOARD OF DIRECTORS: A majority of three (3) voting Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if a majority is not present, a majority of those present may adjourn the meeting to a time certain without further notice.
- 4.7 MANNER OF ACTING: The act of a majority of the voting Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or these By-Laws.
- 4.8 VACANCIES: Any vacancy occurring in any Directorship shall be filled by the remaining Directors even though less than a quorum of the Board of Directors is remaining in office. A Director appointed to fill a vacancy shall complete the unexpired year of his or her predecessor in office. The Board will place a call for nominations for an election, which shall be called at any time following the vacancy, or no later than the next general membership meeting to elect a Director for the vacant position.
- 4.9 COMPENSATION: Directors shall not receive a salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or Special Meeting of the Board. Any such compensation shall be budgeted for and approved by the Members at the Annual Meeting of the Membership. Directors shall be precluded from serving the NAPVA in any other capacity and receiving compensation, therefore.
- 4.10 RECALL OF DIRECTOR: A Director may be removed from office by a recall election. A Director may be removed by (2/3) two-thirds affirmative vote of all voting Members at the Annual Meeting or Special Meeting called for the purpose of a recall election where twenty percent of the Membership has signed a petition calling for a recall election at such meeting of the

Membership. A petition to recall a Director must be filed with the Board of Directors and the Secretary at least sixty (60) days before the date of the meeting. The notice of the meeting shall specify that the recall election will be on the agenda of the meeting. The recall election voting shall be governed by the Article 6.6.

## **Article V**

### **OFFICERS**

- 5.1 **OFFICERS:** Officers of the NAPVA include President, two Vice-Presidents, Secretary, and Treasurer who shall be Members in good standing. Executive Vice President shall be a Board-appointed position, and shall be paid a minimal salary, for the purpose of administering and maintaining the records of the NAPVA and Registry.
- 5.2 **PRESIDENT:** The President shall be the Principal Executive Officer of the NAPVA and shall in general supervise and direct all of the business and affairs of the NAPVA with the advice and consent of the current Board of Directors. The President may sign, with the Secretary or any other authorized Officer of the NAPVA, contracts or other instruments which the Board of Directors has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the By-Laws or by statute to some other Officer or Agent of the NAPVA; and in general the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time-to-time. The President shall continue to be a Member of the Board of Directors and have full voting power. The President's term shall be for three years.
- 5.3 **VICE-PRESIDENTS:** In the absence of the President or in the event of his/her inability to act, the Vice-President (or in the event there is more than one Vice-President, the Vice-Presidents in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.
- 5.4 **EXECUTIVE VICE-PRESIDENT:** The Executive Vice-President shall be appointed by the Board of Directors to be the managing administrative and clerical Officer of the NAPVA. The Executive Vice-President shall be empowered by the Board of Directors to act as the authorized Representative of the Board in hiring, discharging, directing the duties, salaries, and other compensation of employees of the NAPVA. The Executive Vice-President shall be the legal Custodian of all the books, papers, deeds, instruments and records of the NAPVA and Registry, and shall appoint such employees as may be deemed necessary for the effective conduct of the business of the NAPVA, and the maintenance of the herd books and records. The Executive Vice-President will not have voting rights as accorded to other Officers of the Board, and need not be a member of the NAPVA, nor an owner of any North American Paco-Vicuña<sup>TM</sup>s as is required to be a member of the NAPVA. It is not mandatory that the Executive Vice-President attend board meetings or the general membership meeting. A second copy of all books, papers, deeds, instruments, and records of the NAPVA, as determined to be

necessary shall be maintained by the Treasurer of the NAPVA.

- 5.5 **TREASURER:** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the NAPVA, receive and give receipts for monies paid to the NAPVA from any source whatsoever, and deposit all such monies in the name of the NAPVA in such banks, trust companies or other depositories as shall be selected by the Board of Directors and in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall give a full and comprehensive Annual Report of the financial standing and affairs of the NAPVA to the Membership at the Annual Meeting. The Treasurer shall also maintain and hold safe copies of all the books, papers, deeds, instruments and records of the NAPVA and Registry, and shall appoint such employees as may be deemed necessary for the effective conduct of the business of the NAPVA, and the maintenance of the herd books and records.
- 5.6 **SECRETARY:** The Secretary shall keep meeting minutes of the Board of Directors, Annual Meetings, and Special Meetings in one or more books provided for that purpose. The Secretary shall submit the minutes to all membership as well as any state affiliates within fourteen days, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, be custodian of the NAPVA records including current Membership records unless otherwise designated by the Board, keep a register of the post office address of each Director (which shall be furnished to the Secretary by each Director) and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.
- 5.7 **COMPENSATION:** Officers shall not receive a salary for their services, but by resolution of the Board, expenses of attendance, if any, may be allowed for attendance at each regular or Special Meeting of the Membership. Any such compensation shall be budgeted for and approved by the Members at the Annual Meeting of the Membership. In the case of the Secretary and President, compensation for his or her attendance of regular and Special Board Meetings may also be so budgeted and approved.
- 5.8 **REMOVAL:** An Officer may be removed by an affirmative vote of four (4) Members of the Board of Directors whenever in its judgment the best interests of the NAPVA would be served thereby. The Membership may remove an Officer by the same procedure provided in Article 4.10.
- 5.9 **VACANCIES:** A vacancy in any Office because of death, resignation, removal, disqualification or otherwise, may be filled by appointment of the Board of Directors for the unexpired portion of the term, or left vacant if the duties of that position may be fulfilled by another Director. The vacated position will be put forward for nominations and an election held at the next annual meeting of the membership.

## Article VI

### **NOMINATION AND ELECTION PROCEDURES FOR BOARD OF DIRECTORS AND OFFICERS**

- 6.0 **NOMINATION COMMITTEE:** The Board of Directors and President shall provide for the appointment, at least six (6) months before the Annual Meeting, of three (3) Members of the NAPVA, none of whom shall be a Director, to constitute a Nomination Committee. The Committee shall actively recruit and nominate candidates for election as Directors for the ensuing terms. The nomination Committee shall recruit and nominate at least two (2) candidates for each vacancy of the Board. They shall prepare the ballots and email or mail them to all voting Members.
- 6.1 **NOMINATION BY PETITION:** Fifteen (15) or more of the voting Membership in good standing of the NAPVA may nominate one or more candidates for Director(s) by a petition delivered to the Nomination Committee not less than 100 days prior to the Annual Meeting.
- 6.2 **QUALIFICATIONS, STATEMENT OF CANDIDACY:** All nominees must be Members in good standing of the NAPVA. Nominations shall be closed not later than two (2) months before the first day of the Annual Meeting. The Nominating Committee may request that the nominees individually submit a statement on behalf of their candidacy no later than six (6) weeks before the first day of the Annual Meeting. The form of the statement and its distribution to the Membership shall be established by the Nominating Committee, which shall decide any question of compliance with standards that the committee may establish with respect to such form.
- 6.3 **INSPECTOR OF ELECTIONS:** The Nominating Committee may appoint an Independent Inspector of Elections, who shall supervise the election, count the ballots, tabulate the results, and report in writing to the Membership and the Board of Directors the names of those elected. The Inspector of Elections shall be a Member of the NAPVA in good standing and not an Officer, Board Member, nor Candidate. If an Inspector of Elections is not designated, the Executive Vice President of the NAPVA shall assume the duties of the Inspector of Elections. The candidates may request and receive the number of votes received by each candidate. Each candidate may designate an observer to be present during the vote count. Ballots and the tabulation of results shall not be destroyed for at least two (2) years after an election. In the event of a vote by voice, conducted during a Membership Phone Conference meeting, the vote shall be tallied by voice, and the vote recorded by the Secretary of the NAPVA.
- 6.4 **BALLOT:** At least four (4) weeks before the Annual Meeting, a ballot containing the names of the nominees shall be mailed or emailed by the Nomination Committee to each Member of the NAPVA entitled to vote. The ballot may be accompanied by the statement of each nominee in a form approved by the Nominating Committee.
- 6.5 **VOTING PROCEDURE:** Each voter shall exercise his right to vote by mailing the ballot to the Inspector of Elections. No ballot by mail shall be counted unless postmarked by the date set by the Inspector of the Elections, which date will be indicated on the ballot. Procedures for



balloting by mail shall be established to assure the secrecy of each Member's vote.

- 6.6 ELECTION: The Inspector of Elections or the President may complete the election and announce the results as soon as practical after the election but prior to the conclusion of the Annual Meeting.

## Article V

### COMMITTEES

- 7.1 COMMITTEES: The Board of Directors, by resolution adopted by a majority of the Directors, may designate and appoint one or more committees, which may include one or more Directors where appropriate. These committees, to the extent provided in said resolution, shall have and exercise authority as specified by the Board of Directors. Except as otherwise provided in such resolution, Members of each such committee shall be Members of the NAPVA and the President of the NAPVA shall appoint the Chair Member thereof with approval of the Board of Directors. Any Member thereof may be removed by the President whenever, in their judgment, the best interest of the NAPVA shall be served by such removal. The designation and appointment of any such committee and the delegation-thereto of authority shall not operate to relieve the Board of Directors, or Officer, or any individual Director, of any responsibility imposed upon it or him by law.
- 7.1. PURPOSE: To discharge the tasks assigned to the committee by the Board of Directors. The findings and recommendations of the committees shall be promptly reported to the Board of Directors.
- 7.2 ADVISORY COMMITTEE: The Board of Directors may decide to establish an Advisory Committee. The Advisory Committee shall consist of one representative of each PVA State Affiliate. Members of the committee shall serve for one year, with renewable terms and be chosen by their State Affiliates' Membership. The committee may make recommendations to the Board of Directors on any matter affecting the NAPVA and may act upon matters delegated to it by the Board of Directors. No Member of the Board of Directors shall serve on this committee during his Board term. Members of the Advisory Committee must also be Members of the NAPVA.
- 7.3 CHAIRMAN: One Member of each committee shall be appointed Chairman by the President with approval of the Board of Directors.
- 7.4 VACANCIES: Vacancies in the Membership of any Committee may be filled by appointments made in the same manner as provided for in the case of the original appointments.
- 7.5 QUORUM: Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

## **Article VI**

### **STATE AFFILIATES**

- 8.1 **STATE AFFILIATES:** Members of the NAPVA who reside in the same state may form a State Affiliate of the NAPVA. The Board of Directors may grant recognition as a State Affiliate to any group of NAPVA Members who petition the Board for recognition.
- 8.2 **SIZE:** Affiliates may form with any minimal NAPVA Membership size.
- 8.3 **REVOCAION OF STATUS:** The Board of Directors, by majority vote, may suspend or revoke Affiliate status if: in the judgment of the Board, such action is in the best interests of the NAPVA. Such action shall not affect the standing of the individual Members as Members of the NAPVA. The Board shall not suspend or revoke Affiliate status until the following conditions are met:
  - a. Written specification of the grounds upon which the proposed action is to be based have been furnished to the Members of the Affiliate.
  - b. Reasonable opportunity, but not less than thirty (30) days after mailing of the written specifications called for in 8.3(a) shall have been provided for Members of the Affiliate to present evidence in opposition to the proposed revocation with a full opportunity to be heard at the meeting where the vote is taken.
- 8.4 No State Affiliate is authorized to act or speak on behalf of the NAPVA, to represent the NAPVA in any matter, or to bind the NAPVA to any contract or obligation, unless the State Affiliate first receives specific authorization in writing from the Board of Directors.

## **Article IX**

### **BOOKS, RECORDS AND BUDGETS**

- 9.1 **RECORDS AND RIGHT OF INSPECTION:** The NAPVA shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members and Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All financial information, North American Peco-Vicuña™ registration information (excluding specific UC Davis DNA Case numbers and genetic markers) available fiber analysis and EPD Data, as well as all books and records of the NAPVA may be inspected by any Member, or his agent or attorney, for any purpose at any reasonable time. The Directors shall cause the financial books and records of the NAPVA to be certified annually by a Certified Public Accountant. A copy of financials, North American Peco-Vicuña™ registration (excluding specific UC Davis DNA Case numbers and genetic markers) shall be mailed or emailed to the Members annually. Furthermore, the financial report shall be open for discussion as an agenda item at the Annual Meeting of the Membership. The records of Members' contact information shall remain private, and unlisted, unless said member has agreed to a public listing in the Membership Directory and/or PVA website. Owners who are not members will not ever have their private information or contact information distributed.

- 9.2 BUDGET: The Board shall cause to be created an Annual Budget for the operation of the NAPVA which shall be submitted to the Members at the Annual Meeting for their approval.

### **Article X**

#### **INDEMNIFICATION**

- 10.1 INDEMNIFICATION: The NAPVA shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the NAPVA) by reason of the fact that the person is or was a Director, Officer, employee or Agent of the NAPVA, or is or was serving at the request of the NAPVA as a Director, Officer, employee or Agent of another corporation, against expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if the person acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the NAPVA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the NAPVA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

### **Article XI**

#### **PARLIAMENTARY AUTHORITY**

- 11.1 The proceedings at all meetings of the Membership and the Board shall be governed by Roberts Rules of Order unless otherwise specified by the By-Laws.

### **Article XII**

#### **DISSOLUTION**

- 12.1 DECISION TO DISSOLVE: The dissolution of the NAPVA may be authorized at a meeting of the Membership upon the adoption of a resolution to dissolve by a 4/5 majority vote.
- 12.2 PAYMENT OF LIABILITIES AND DISTRIBUTION OF ASSETS: Upon dissolution, all liabilities and obligations of the NAPVA shall be paid, satisfied and discharged, or adequate provisions shall be made therefore and then the remaining assets shall be liquidated and distributed to a non-profit fund, NAPVA or corporation that is organized and operated exclusively for charitable, scientific or educational purposes and that has established its tax exempt status under 501(c) (3) or Section 501 (c) (5) of the Internal Revenue Code. The specific organizations shall be chosen by the Board of Directors at the time of dissolution.

### **Article XIII**

## AMENDMENT

- 13.1 **PROCEDURE:** Amendments to the By-Laws may be proposed to the Board of Directors and notice will be made to Members in writing. The By-Laws may be amended by (2/3) two-thirds affirmative vote of all voting Members at the Annual Meeting, including votes cast by mail, and/or email of the all Members entitled to vote. Notice that such business is one of the purposes of the Annual Meeting shall be given in advance to Members in the same time and manner as provided for Notice of Meetings, (Section 3.3). A copy of any proposed amendment of the By-Laws, including any recommendation the Board of Directors may wish to make on the amendment, shall accompany the notice of the meeting. Members may vote on a proposed amendment of the By-Laws by voting at the meeting or by mail. Votes cast by mail and/or email on a proposed amendment shall count for purposes of determining a quorum at the meeting. The Articles of Incorporation of the NAPVA may also be amended by the procedures in this Article. The Board of Directors can adjust the Rules and Regulations Part II and Glossary of Terms Part III as necessary with a majority vote.
- 13.2 **AMENDMENT OF BY-LAWS AT ANNUAL MEETING:** Any proposed amendment of the By-Laws shall be submitted to the Board of Directors not less than forty-five (45) days before the Annual Meeting.

## PART 2 – RULES & REGULATIONS

### Section I

#### HERD BOOKS AND RECORDS

PACO-VICUÑA HERD BOOK: The Executive Vice President of North American Paco-Vicuña Association (henceforth referred to as the NAPVA) shall maintain and preserve in the NAPVA office a Paco-Vicuña Herd Book, in which all records of pedigree, identification, sex, date of birth, owner and such performance data submitted on all Paco-Vicuña animals offered for recording will be kept.

### Section II

#### REGISTRATION

1. The registry may be declared open or closed to registration of Paco-Vicuña that do not have two registered parents. Offspring from an unregistered parent and/or Parents, whose lineage can be traced back to a registered parent and/or parents, cannot be registered unless all animals in that traced lineage are also registered. No current North American animal may be registered with “Unknown Parentage”. Closing or opening the registry requires a majority vote of the Board of Directors. The Board of Directors may only close the registry 100 days after they vote to do so. This prevents a hardship upon the importer or person trying to register an animal.
2. Registration of Paco-Vicuña that do not have two registered parents require the following criteria be met. This criteria may be changed from time to time by the Board of Directors:
  - a. Not allowed during “closed period”.
  - b. A \$350.<sup>00</sup> application fee will be charged per animal that is non-refundable regardless if the animal passes or fails.
  - c. All animals will go through a screening process in their country of origin, this prevents animals being imported and not allowed to be in the registry.
  - d. Screeners will be selected by the Paco-Vicuña Registry. Screening will be done by a phenotypical (knowledgeable farmer and breeder of Paco-Vicuña) screener and a veterinarian screener. The Paco-Vicuña Registry will hire and pay the screeners. The Paco-Vicuña Registry will be reimbursed by the applicant for all screening and travel expenses paid to the screeners related to the screening.
  - e. The following is a list of some of the criteria that will be applied to each animal:
    - i. Microchip (Registry’s choice of brand) at base of left ear.
    - ii. Fiber diameter must be 17 microns or less, if the animal is 2 years or older. A fiber sample will be taken at screening by the phenotypical screener and will be sent to the testing lab at Yocom McColl in Denver Colorado for micron testing. Test results will only be sent by Yocom McColl to the registry and are the property of the registry.

- iii. Fiber density will be considered by the phenotypical screener and the animal must be somewhat dense in the opinion of the screener.
    - iv. Conformation and soundness will be scored by the phenotypical screener.
    - v. DNA sample will be taken by the phenotypical screener.
    - vi. The veterinarian screener will assess major defects as can be determined by a physical examination.
  - f. A scoring system shall be further developed for screening by the Board of Directors.
  - g. Must also meet all the “ Requirements for Registration of North American Paco-Vicuña™ that have a sire and dam already registered” except in the case of imported Paco-Vicuna the DNA qualification of parents as the parents are often unknown. No existing North American animal will be permitted to be screened in with “Unknown Parentage”.
3. CATEGORIES OF REGISTRATION: North American Paco-Vicuña™ registration shall include the categories of “BREEDING STOCK” and “NON-BREEDING STOCK”. Non-Breeding stock shall be registered at a decreased fee, to encourage compliance with registration and collection of fiber and genetic data. Breeding Stock may be re-categorized as Non-Breeding stock, but Non-breeding Stock MAY NOT be re-registered as Breeding Stock, without the written and notarized approval of the original breeder of that animal. Re-classification of “Non-Breeding” status to “breeding” status will also require payment of a full registration fee. In the event of the death of the original breeder of the “non-breeding” animal, reclassification to “breeding Stock” may be obtained with unanimous approval of the Board of Directors as well as payment of the full registration fee.
4. REQUIREMENTS FOR REGISTRATION OF PACO-VICUÑA THAT HAVE A SIRE AND DAM ALREADY REGISTERED:
- a. Application for registration must be initiated by the present owner.
  - b. Fill out application in its entirety. Incomplete applications may result in significant delays.
  - c. Include appropriate fee in U.S. funds in the form of check or money order.
  - d. describe colors of the animal with the terms: white, beige, light vicuna, medium vicuna, dark vicuna, and mahogany.
  - e. If animal is registered in another registry, please provide a copy of certificate.
5. NAMING RULES:
- a. Name can be no more than 35 characters including spaces and punctuation marks.
  - b. Name must begin with a letter.
  - c. Names must differ by at least one letter from all other names in the Registry.
  - d. Names must not use the business names or identifiers of other breeders and owners.
  - e. Names should not refer to any other business name or identifier (Vicuña, Paco-Vicuña, Alpaca, Llama, Guanaco or otherwise) other than that of the breeders/owners own business name.

6. DNA TESTING:
  - a. All newly registered Paco-Vicuñas must be DNA tested.
  - b. The Paco-Vicuña Registry uses hair samples (sent to UC Davis Genetic Lab).
  - c. Hair sample method: Take 4 or more plucks of 10-15 hairs each next to the skin. Should be the coarsest fiber from under side of tail (i.e. - normal method is to wrap hair around finger and jerk out).
  - d. Place all 4 plucks in same zip-lock plastic bag. Label bag with animal name and farm name.
  - e. Testing of DNA is done by UC Davis Genetic Lab (send sample to the Paco-Vicuña Registry with the registration form).
  - f. Registered parents' DNA must qualify as the parents.
7. MICROCHIP: The Paco-Vicuña Registry requires permanent identification by microchip (usually implanted at the base of the left ear) due to physical similarities of many Paco-Vicuñas.
8. PERFORMANCE DATA: Reporting performance data by all breeders on all Paco-Vicuña is required, as it is this data that serves as the basis for the breed's genetic evaluation program. All such genetic data shall be submitted through age 6 years of the North American Paco-Vicuña™, and analyzed and maintained by the NAPVA and the contracted services of Colorado State University.

### **Section III**

#### **TRANSFERS**

1. Every change of ownership of each animal recorded in the Paco-Vicuña's herd book must be officially processed through the NAPVA office.
  - a. The seller of a registered Paco-Vicuña must provide the buyer with a list of each animal's registration number and initiate the official transfer of the papers through the Paco-Vicuña Registry. The seller is solely responsible to apply for transfers, pay transfer fees and return certificates to the NAPVA for all animals sold. The seller is responsible for checking microchip number of each animal and making sure the papers for each Paco-Vicuña match their microchip number. Each breeder is responsible for informing the office of all animals sold without registration papers.
  - b. It is the buyer's responsibility to confirm that the microchip number and other identification on the animals correspond to the data on the certificate received from the NAPVA. Any discrepancies should be reported to the NAPVA.
2. TRANSFER OF RECORDED ANIMAL:
  - a. All recorded animals may be transferred by use of the Application or Transfer form on the reverse side of the registration certificate.
  - b. If the dam is transferred with cria at side, the owner of the dam when the cria was born must identify the cria by the microchip number and apply for registration and transfer on an application for entry form. The owner of the dam at the time the cria is born must record

the cria.

3. DATE OF TRANSFER: The transfer date shall be the date the animal leaves the seller's property.
4. TRANSFER OF REGISTRATION CERTIFICATE WITHOUT SIGNATURE OF OWNER: Whenever legal title to a registered animal passes to another by reason of death of the recorded owner, by reason of foreclosure of any lien or by any order or decree of court, or otherwise by operation of law, the NAPVA may transfer the registration of such animal to the new owner:
  - a. Upon order of a court of competent jurisdiction or other satisfactory proof of authority for the transfer;
  - b. Upon payment of the transfer fee and reasonable cost and expenses of investigation; and,
  - c. Upon satisfaction of such other requirements as may be defined by the NAPVA.

#### **Section IV**

#### **ERROR, FRAUD AND RESPONSIBILITY**

1. ERRONEOUS ENTRY: Should any animal be admitted to entry or transferred through error, misrepresentation or fraud, the executive committee on discovery of same shall declare the entry or transfer void, together with any entries that may have been made of descendants of such animals. When an animal has been transferred or entered through misrepresentation or fraud, the executive committee may direct the Executive Vice President to refuse to record any subsequent entry or transfer until that person has had their right to a hearing and appeal as stated in Article V of the By-Laws.
2. PROHIBITED ACTS:
  - a. No Member shall offer to the NAPVA for registry or transfer any animal which such Member knew or should have known was not eligible for registry or transfer.
  - b. No Member shall represent any animal owned or managed by such Member to be a registered Paco-Vicuña unless it is registered in the NAPVA.
  - c. Without in any way limiting any of the foregoing provisions, no Member shall (1) represent an unregistered animal as a registered Paco-Vicuña; (2) represent one registered Paco-Vicuña as another registered Paco-Vicuña; (3) sell or offer for sale as a registered Paco-Vicuña an animal which is neither registered nor eligible for registry as a Paco-Vicuña.
  - d. No Member shall indulge in any practices in the breeding of Paco-Vicuña or in the maintenance or lack of maintenance of records, which will impair the reliability of the records of the NAPVA.
  - e. No Member shall furnish to the NAPVA or to any of its Officers, staff or other authorized representatives, information with respect to an animal if the information is not true and correct to the best of the information and belief of said Member. Information with respect to an animal includes, but is not limited to, any material fact as to name, sex, date of birth, description, breeder, owner, sire, dam, or identification of said animal.
  - f. No Member shall refuse any reasonable request to assist the NAPVA, its Officers,



- committees or agents in locating, identifying and inspecting any animal or an ancestor thereof in such Member's ownership or control, which has been registered or for which application to register has been made, and no Member shall refuse to answer promptly and truthfully any NAPVA inquiry concerning any such animal or ancestor thereof.
- g. No Member shall refuse an NAPVA request for the return of a registration certificate, either before, after or pending the hearing to determine eligibility for continued registration or participation privileges in NAPVA approved events.
  - h. No Member shall conspire with another person or persons to intentionally violate the rules of the NAPVA, including the provisions of these By-Laws, and no Member shall knowingly contribute to or cooperate with another person or persons, either by affirmative action or inaction to violate the rules of the NAPVA, including these By-Laws.
  - i. No Member shall do anything detrimental to the interest of the NAPVA or to the programs, policies, and objectives of the NAPVA or the harmonious relationship of its Members as determined by the Executive Committee of the Board of Directors.
  - j. No Member shall do any other act which in the opinion of the Executive Committee or the Board of Directors may be prejudicial to the best interest of the NAPVA or of the Paco-Vicuña breed.
  - k. It will be assumed, that all members submitting fiber samples to Yocom-McColl Fiber Testing Labs for micron analysis are agreeing to have the fiber data from North American Paco-Vicuña™ registered animals to be included in the EPD analysis as sponsored and maintained by the NAPVA and Registry. This permission is automatic and agreed upon, unless specifically requested by the owner to not be included
3. **RESPONSIBILITY:** Every certificate of registration or transfer of ownership is based on statements in the application thereof; the NAPVA shall never be responsible for damages which may be caused by any certificate issued on erroneous or fraudulent information, or damages arising out of any action taken under the provision of the rules and regulations.
4. **RESPONSIBILITY FOR RECORDING:** The first owner of a Paco-Vicuña animal (owner of dam when animal is born) is responsible to accomplish the recording of the animal. The second owner can record the animal as long as the original owner approves the recording along with a Member of the Board of Directors.

## Section V

### **GENETIC DEFECTS AND ABNORMALITIES**

1. **REPORTING:** In order to maintain a viable breed relatively free of undesirable genetic factors or other conditions, and to ensure that today's breeding practices will help tomorrow's animals stay free of undesirable traits, every NAPVA Member or owner of animals registered with the NAPVA, shall have the duty to report to the NAPVA any occurrence or evidence of any abnormal condition or genetic defect in such person's animals. The duty to report arises upon the receipt by or knowledge of an owner of any information that would lead a person to inquire into the possibility that an animal carries or possesses a genetic defect or other condition.

2. **MONITORING:** The Executive Committee shall receive, keep on file, and monitor all information concerning genetic abnormalities or other conditions of any animal registered with the NAPVA. The file shall be cross-referenced by sire, by breeder and by abnormality. The Executive Committee may designate animals as “Under Investigation” in any manner it deems necessary or convenient. This is not a final action and does not designate an animal as a proven carrier.
  - a. Each case will be handled on an individual basis. The owner reporting a genetic abnormality or other condition, and the NAPVA, will be informed of any findings, diagnosis, or test results. An effort will be made to diagnose all cases whether the problem is genetic or caused by other factors or conditions.
  - b. When evidence is available that an animal is a possible carrier of a deleterious genetic factor or other condition, the owner of the animal, the owner of the animal’s parents and the owners of the animal’s direct progeny will be notified in writing by the NAPVA. Before taking final action, the owner of the subject animal and the owner of the animal’s parents and the owner of direct progeny will be given the opportunity of a hearing before the Executive Committee. Owners of direct progeny will only be notified if the animal has at least one registered progeny in the last two years.
3. **DEFINITION AND SPECIAL ACTION:** A deleterious genetic factor or other condition is defined as one that causes death or impairment of the usefulness of the animal. The Board of Directors shall, from time to time, based upon the advice of its scientific advisors, determine what deleterious genetic factors or other conditions will receive special attention and monitoring.
4. **CLASSIFICATION:** The NAPVA shall release or publish, in any convenient or necessary manner as it determines, information regarding any animal that has been classified as a “proven carrier” of a deleterious genetic factor or factors the animal possesses. Without the NAPVA or any of its officers, directors, employees or agents becoming liable for damages or otherwise for such release and disclosure, the NAPVA may release and disclose such information to any of its Members, to others who register animals, transfer registration certificates or otherwise use the privileges of the NAPVA and who may request the same.
  - a. The Board of Directors, with the advice of its scientific advisors, will determine the criteria by which an animal shall be classified a “proven carrier” for each deleterious genetic factor or other condition.
  - b. The expense of any test or tests to determine whether an animal is “proven clean” or a “proven carrier” will be the responsibility of the owner of the animal.
5. **ETHICS:** The NAPVA considers it an unethical practice to offer for sale a breeding animal from an animal registered with the NAPVA which is known to carry a deleterious genetic factor or other condition, as defined by the NAPVA, without first informing the potential buyer or buyers of this fact. Any advertising, descriptive material or pedigree initiated by the owner of any animal which is a ‘proven carrier’ of a detrimental genetic factor or condition, as defined by the NAPVA, shall include a statement identifying the deleterious genetic factor or other condition which the animal in question possesses. Any effort to conceal such information is considered to be equally unethical. Any person who had engaged in such unethical practice may be subject to suspension or expulsion from Membership and from denial of use of the NAPVA.