

Appendix E

THE CTCA CODE OF ETHICS

An enforced and respected Code of Ethics can protect the breed, individual Cotons, Coton owners, Coton breeders, and future Coton owners. We think that this Code of Ethics is among the best ever constructed in the dog fancy. This Code of Ethics helps insure that each Coton will be raised carefully, safely, intelligently, and with love. It helps protect the buyer. It stresses cooperation (not competition) for the good of the breed.

The CTCA's Code of Ethics is always in active use even though it must be perpetually incomplete. Note, too, the Code remains enforceable. It is, as we've stated, a work in progress—probably the most dynamic Code of Ethics in any dog club anywhere. We present here the latest version of the Code, dated June 6th, 2000. By the time you read this, there may be modifications to it. The latest revision will always be found on line at: **www.CotonClub.com**.

THE CODE: *(CURRENT TO AT LEAST MARCH 1ST, 2002)*

I. RECORDS and REGISTRATIONS.

II. BREEDING

III. BREEDER CARE and TRANSFER of PUPPIES and DOGS

IV. GENERAL CONDUCT of MEMBERS

V. ENFORCEMENT, APPEALS, and EXCEPTIONS

THE CODE:

I believe that the welfare of individual Coton de Tulear and the welfare of the breed are of paramount importance. The welfare of Cotons supersedes any other commitments to Cotons whether that be personal, competitive or financial. Therefore, I agree to act in accordance with the following Coton de Tulear Club of America [CTCA] Code of Ethics at all times. I understand that actions contrary to the Code will be grounds for disciplinary measures to be taken by the CTCA, a club that puts the welfare of individual Cotons and the breed well ahead of any personal, financial or competitive consideration. The following Code of Ethics reflects this fundamental philosophy.

I. RECORDS and REGISTRATIONS.

I understand that the records of the CTCA depend upon the accuracy of the information I provide and that this information is vital in tracing and understanding health, temperament and genetic traits. Therefore, I will promptly register every Coton I produce or acquire (whether bred by me, imported, or purchased in North America and whether they are Breedable or Not Breedable quality) with the CTCA.

If I choose to breed my Coton de Tulear, I will maintain complete and accurate records of the mating, whelp, and sale of puppies. This information includes: (1) the date of whelping; (2) the number, sex, and color of puppies delivered; (3) the name, sex, and color of each puppy surviving, and; (4) the name and address of each owner of each puppy transferred.

II. BREEDING

I realize that the purpose of breeding a Coton de Tulear is to bring a new, healthy, cherished life into the world. That new Coton will ideally reflect the CTCA Standard, will exhibit no behavioral or health problems, and will be genetically sound. There exists a constant danger that ignorant or disreputable breeders may, by inbreeding and other improper breeding practices, produce physically, mentally, and/or temperamentally unsound Cotons to the detriment of the breed and to the detriment of the puppies so produced. Prior to breeding, I will consult with the breeder of the dog I own, other CTCA Recommended Breeders, and/or the CTCA.

A. If I decide to breed a litter I will:

- 1.) Provide my Coton (male and/or female) with nurturing human attention, a proper diet to insure excellent health, regular professional health examinations and care, baths and grooming, frequent walks on leash and/or frequent access to the outdoors within a fenced yard play area (weather permitting);
- 2.) I will only permit duly Registered, CTCA “Breedable” (a.k.a. “Show Quality”) Cotons to be mated. I will never breed from or to a “Not Breedable (a.k.a. “Pet Quality”) Coton. To breed to a “Pet Quality” designated Coton will result in, at a minimum, a fine of \$500 per puppy produced and all pups must be sold as “Pet Quality” and neutered. Breeding a “Pet Quality” Coton may result in removal from the CTCA Breeder’s List and a permanent ban on registering dogs produced by the breeder.
- 3.) Both dogs must be in excellent health, of good, unaggressive temperament and at least 1-year-old, preferably older. To breed to a Coton less than one year old will result in, at a minimum, a fine of \$250 per puppy produced. The underage “Potentially Breedable” Coton so bred must pass all health examinations and be classified as “Breedable” before any pup in the litter can be classified as “Potentially Breedable.” If the mated Coton fails the examination, then all pups it produced must be sold as “Not Breedable, Must be Neutered, Cannot be Bred.”
- 4.) I will not breed or breed to a “Potentially Breedable” [new designation] Coton. I understand and agree that this class of Coton must be health certified as per the CTCA’s Registration requirements and reclassified to CTCA “Breedable” quality prior to any mating. To breed to a “Potentially Breedable” Coton one year old or greater will result in, at a minimum, a fine of \$250 per puppy produced. The “Potentially Breedable” Coton so bred must pass all health examinations and be classified as “Breedable” before any pup in the litter can be classified as “Potentially Breedable.” If the mated Coton fails the examination, then all pups it produced must be sold as “Not Breedable, Must be Neutered, Cannot be Bred.”
- 5.) No female can be bred after her eleventh (11th) birthday, and no female can be bred after eight [8] years old without submitting a complete blood panel and health exam from your vet to the CTCA before the mating.

- 6.) If I want to mate my CTCA Coton with a non-CTCA Coton (i.e., a stud dog or bitch registered only with another registry), I will register said dog with the CTCA prior to my planned mating. I understand that this dog must pass exactly the same registry requirements that are in effect to classify a dog as “CTCA Breedable.” [NB: at this time, the owner need not be listed on the CTCA Breeder’s Program, but the club recommends that he/she join the CTCA Breeder’s Program].
- 7.) If I use the services of a separately-owned stud dog, I will require a written contract between myself and the owner of the stud dog prior to mating. I understand that this requirement is for the good of both parties as well as a benefit to the breed and the club. The terms of the contract can be simple or complex, but cannot negate the terms of this Code of Ethics.
- 8.) To the best of my ability, I will be highly selective with respect to the conformation, health, and temperament of the pair to be mated.
- 9.) I will breed only after careful consideration of the CTCA Standard as it applies to the two dogs involved and to their Official CTCA Pedigrees.
- 10.) I will avoid close inbreeding (e.g., mother-son, or father-daughter, or brother-sister mating) and will keep the pups I produce less than or equal to 15% inbred as would be calculated on a CTCA three-generation pedigree using Wright’s Coefficient of Inbreeding. I understand that the CTCA will help me ascertain the degree of inbreeding for any potential CTCA litter. I understand that in the not-too-distant future, the CTCA will tighten these requirements (using 4-generation pedigrees). To produce a litter equal to or greater than 16% inbred will result in, at a minimum, a fine of \$250 per puppy produced. The pups in such a litter will be classified as “Pet Quality” and must be neutered.
- 11.) I will never breed from or to any Coton known to me to have any inheritable, disqualifying, disabling, or potentially disabling defect.
- 12.) I will judge all puppies I produce according to the CTCA Standard.
- 13.) I will register with the CTCA each of my Coton de Tulear litters whelped in the Western Hemisphere. I acknowledge that it is the breeder’s responsibility to have each puppy produced properly registered with the CTCA. I further understand that this requirement for universal registration will enable the CTCA to better understand the breed’s genetics and to help the CTCA

track each Coton and help insure its health and happiness.

14.) I will comply with the regulations governing each of the types of CTCA Registrations. These are, in part:

- (a.) CTCA Litter Registration, which I will submit no later than the litter's 8th week of life;
- (b.) CTCA Point-of-Delivery Registration, which I will submit within four weeks of a pup leaving my kennel or by no later than 6 [six] months after the pup's birth, whichever event occurs first. At this time, I will, to the best of my ability, designate the puppy as either "Not Breedable" or "Potentially Breedable." And,
- (c.) I will assist my buyer in his/her submission of a change of registration classification from "Potentially Breedable" to either "Breedable" or "Not Breedable" after the pup has attained one (1) year of age. I understand that it is in the best interest of the breed, the buyer, and my own breeding program to receive a copy of this information at this time. (Refer to sections III G, III H and III-I., below).

B. As the owner of a Stud dog I realize that I must exercise exemplary conduct in the use of my dog in order to abide by the standards set forth in this Code of Ethics. Therefore, with careful consideration to this Code of Ethics:

- 1.) I will offer my Stud for mating purposes only if it is at least one year of age, in excellent health and temperament, and is registered "CTCA Breedable" (Refer to sections III G, III H and III-I., below).
- 2.) I will mate my Stud dog only with CTCA Registered Breedable females (bitches) which I feel are an asset to the breed, who are at least 12 months of age (preferably 18 months of age) whose owner(s) agree(s) to abide by the CTCA Code of Ethics for this mating and for this litter (NB: at this time, the bitch's owner need not be listed on the CTCA's Breeder's Program™, but the club recommends that he/she join the CTCA Breeder's Program™).
- 3.) I will be as helpful as possible in assisting the owner of the bitch with the placement of any puppies resulting from the use of my dog. I realize that I am as responsible as the owner of the bitch for these puppies.
- 4.) I will provide one free return service by the same dog for a bitch which has failed to conceive or to

whelp a viable litter, as long as the dog is still in my ownership.

- 5.) I will require a written contract between myself and the owner of the bitch prior to mating. I understand that this requirement is for the good of both parties as well as a benefit to the breed and the club. The terms of the contract can be simple or complex, but cannot negate the terms of this Code of Ethics.

C. As the owner of a brood female (bitch) I realize that I must exercise exemplary conduct in the use of my Coton in order to abide by the standards set forth in this Code of Ethics. Therefore,

- 1.) I will not breed a bitch before 12 months of age and then only if she is mature, in excellent health, and of good, unaggressive temperament. The club recommends but does not mandate at this time that the bitch be at least 18 months old prior to her first mating.
- 2.) I will not allow a bitch to whelp more than two litters during any three consecutive seasons (estruses). The CTCA recommends no more than one litter per year with matings only every other estrus. Exception: some bitches may come into heat only once each 11-12 months; these females can be bred on consecutive heats if they are healthy and if a veterinarian has confirmed that they have fully recovered from their last whelping. To breed to a normally cycling bitch [2 estrus periods per year] for three consecutive heats will result in, at a minimum, a fine of \$250 per puppy produced.

D. As a Coton de Tulear breeder, I recognize that it is not in the best interest of this or any other breed for me to breed more than one breed of dog. I understand that the maximum number of dog breeds that I may breed (or exhibit) as a CTCA Coton de Tulear breeder is two (2), and that I will not keep any intact (un-neutered) non-Coton members of the Bichon group of dog breeds.

III. BREEDER CARE and TRANSFER of PUPPIES and DOGS

A. I will provide all puppies with proper veterinary and home care which includes:

- 1.) The elimination of parasites, internal and external;
- 2.) At least one Health examination by a qualified professional;
- 3.) The necessary vaccinations suggested by my veterinarian;

- 4.) A properly balanced, nutritional diet as recommended by the CTCA and/or my veterinarian.
 - 5.) A sanitary, protective, and stimulating environment for growth and development.
- B. To the very best of my ability, I will screen all potential Coton owners to determine their suitability and their motives in acquiring a Coton de Tulear. Prior to delivery, I will provide them with full instructions as to the care and requirements of a Coton and will pay close attention to their ability to provide my puppy with adequate care and physical facilities.
- C. To the best of my ability, I will assign the classification “Potentially Breedable” or “Not Breedable” to each puppy that I produce. I will classify a puppy as “Not Breedable” if I know or have reason to believe that:
- 1.) It is cryptorchid;
 - 2.) It will lack black pigment on its nose, lips or eye rings;
 - 3.) It will not meet the standard as to adult height and weight;
 - 4.) It is too inbred (e.g., it is the product of a mother-son, or father-daughter, or brother-sister mating or is more than 15% inbred as calculated on a three-generation pedigree using Wright’s Coefficient of Inbreeding. I understand that the CTCA will assist me in this calculation if I so request);
 - 5.) It will exhibit unsound structure or a genetic (inheritable) health, behavioral, or conformational defect.
- D. I understand that there may be many other reasons to classify a puppy as “Not Breedable” that are not listed here. I will inform the CTCA and my buyer in writing of my reason for classifying a puppy as “Not Breedable.”
- E. I will explain to each new owner of a “Not Breedable” puppy in writing that said puppy cannot be bred and must be neutered by them, preferably at about 6 months of age. Note: if I transfer ownership of a “Not Breedable” puppy older than six (6) months old, I understand that it is my responsibility to have that puppy neutered.
- F. I will explain to each new owner of a “Potentially Breedable” puppy that predicting the conformation and health of an adult dog based upon the appearance of a puppy is difficult and sometimes problematic.

That is: I fully understand and will inform my buyer that a puppy judged by me as “Potentially Breedable Quality” when it is immature may not be suitable for breeding when it is fully mature and would therefore be designated “Not Breedable.”

- G. All puppies sold as “POTENTIALLY BREEDABLE” must be evaluated at one year of age or older to be classified either (a) “NOT BREEDABLE” (should they fail the examination) or (c) “BREEDABLE” (should they pass). These evaluations are the responsibility of the owner. The evaluation requirements are specified in II. F., below.
- H. For a Coton to be classified as “BREEDABLE,” the dog must be evaluated when it is at least one year of age by the owner’s veterinarian. The veterinarian must sign the CTCA’s Health Evaluation form. If the veterinarian does not feel competent to evaluate a particular section OR if the veterinarian finds possible symptoms of disease or malformation, the owner must have the dog re-evaluated on those points by a Board Certified Veterinary Specialist in the particular health area in question.

There are three forms required for a single evaluation. All can be completed via a single appointment with a veterinarian. Please download each form [www.CotonClub.com] and have your own veterinarian perform the evaluations and sign the forms:

- Brief Instructions (for veterinarian and owner)
- The Blood Chemistry Examinations
- The General Health Examination

(the above mentioned forms are contained in [Appendix D, Health Tests](#), of this book)

- I. The regulations stated in III G. and III H above, shall apply to all dogs whose registration papers are tendered to the CTCA on or after June the First, 2000 [06/01/00]. For those registering their dog for the first time with the club, please be certain you enclose all required Registration Forms, two photographs as well as the required Registration Fee of \$20.00. Please see How to Register for details and downloadable Pre-Registration forms.

It is strongly urged that ALL extant, previously registered and previously classified “Breedable” Cotons

complete these health evaluations. Their owners should submit the results to the CTCA. To help bring about that goal, from this date through January 1st, 2001, all owners of previously CTCA Registered Cotons who submit a completed Health Test report (Forms 1, 2, and 3 above) shall be sent a new Official Pedigree at no cost within about 8 weeks of submission of the test results. The new Official Pedigree will bear the following logo:



- J. Any falsification of these tests (section III. H., above) may result in your immediate and permanent expulsion from the CTCA, the reclassification of your dogs or possibly the removal of your dogs and their progeny from the CTCA's database.
- K. I will not allow any puppy to leave for its new home before it is eight (8) weeks old. The CTCA recommends 10-12 weeks as the appropriate age of transfer.
- L. Each of my Cotons, at the time they are released to new owners, will be accompanied by the following:
 - 1.) Feeding and housing instructions.
 - 2.) Written medical records including dates of all vaccinations, types of vaccine used, and dates of deworming (if any).
 - 3.) A written statement of the name, address, and telephone number of the examining veterinarian.
 - 4.) A written Health Guarantee. Various sorts can be used, but any health guarantee should compensate the buyer if the puppy develops an unforeseen genetic defect that alters the dog's ability to lead a full life or prevents a "Potentially Breedable" dog from being classified as "Breedable."

- 5.) A written statement disclosing fully any known or strongly suspected health or temperament defects that afflict the puppy.
- 6.) I understand that genetic aggression, a recently discovered syndrome in this breed, is a serious problem. If one of my pups is diagnosed with this syndrome or is suspected to be afflicted with this disorder, I will notify the CTCA of this defect and I will stand by this pup and its buyer. I understand that the CTCA recommends that my sales contract contain a provision to cover this possibility and that it protects the interests of both the afflicted puppy and its owner.
- M. At the time of transfer, I will submit the completed CTCA Pre-registration form to the CTCA for the puppy. I will insure that the new owner's name, address, and telephone number is correct on the Pre-registration form.
- N. I will encourage all new owners to have their Cotons checked by a veterinarian of their choice within 96 hours of delivery.
- O. If the buyer is not satisfied with my puppy, I will always be willing to accept the return of the puppy within a reasonable period of time and will return to the buyer all or a reasonable percentage of the purchase price. In such cases the cost of shipping, if any, is the responsibility of the buyer.
- P. I will explain to all new owners that both I and the CTCA are concerned with the welfare of individual Cotons and the breed. To that end, I will encourage all new owners to keep me and the CTCA informed of any problems that develop with their Coton during its lifetime and to report its eventual cause of death.
- Q. I will ask the new owner(s) of any Cotons acquired from me to advise me if they are ever unable to keep their dog, so I can either take the dog back or assist in finding it a suitable new home. I will request the assistance of the CTCA to find the dog a new home (if necessary). I will inform the CTCA of any change in ownership.
- R. I understand that if I co-own a Coton, it is wise to have a contract drawn up, signed by both co-owners,

stating the terms of co-ownership. The CTCA Pre-registration form that I submit for a co-owned dog will clearly indicate that the dog is co-owned. If you are breeding under the CTCA Breeder's Program, then both owners must sign the pre-registration form.

- S. I will be certain that any advertising I do of my Cotons, written or oral, is factual and honest in both substance and implication.
- T. I will be certain that any advertising I do of my Cotons, written or oral, will in no way conflict with the goals of good breeding and placement and care expressed in this Code of Ethics. I will not, for example, suggest that acquiring a Coton de Tulear is a "good way to make money" [or words to this effect or implication] as an emphasis in my advertisement.
- U. As a CTCA Breeder's Program breeder, I agree that if I am promoting the breed or if I place an advertisement that lists my dog club affiliations or dog registries, the CTCA will be appropriately mentioned, i.e., "Member, CTCA" and/or "CTCA Code of Ethics Breeder" and/or "CTCA Registered."
- V. As a CTCA Breeder's Program breeder, I agree that the CTCA may inspect my kennel and breeding program (for particulars, see Section V Clause C).

IV. GENERAL CONDUCT of MEMBERS

I will remember at all times that the CTCA exists to protect individual Cotons and to protect and preserve the breed. CTCA members will cooperate for the good of our breed. These aims must be uppermost in all activities concerning the breed.

A. I will:

- 1.) Maintain sanitary conditions for my Coton. Such conditions include, but are not limited to, proper temperature, fresh air, and a well-groomed (or clipped) coat, free of parasites;
- 2.) I will provide my Coton with fresh, nutritive food and clean water every day;
- 3.) I will house my Coton indoors at night;
- 4.) I will make certain that my Coton remains free of internal parasites including, but not limited to

heartworm, Lyme disease, and worm infestations;

- 5.) I will insure that my Coton obtains adequate exercise and play. I will walk my Coton and/or provide my Coton access to a fenced outdoor play area (weather permitting);
- 6.) I will assure that my Coton has excellent medical care throughout its life even if my Coton develops a chronic or acute illness;
- 7.) I will make sure my Coton is given euthanasia should my companion's physical quality of life become irretrievably, unremittingly, and unredeemably bad;
- 8.) I will try to educate each owner or interested person, and to be constructive as well as instructive with my comments;
- 9.) I will share information -- especially health and temperament information -- with the CTCA that might benefit an individual Coton or the breed;
- 10.) I will always demonstrate good sportsmanship should I choose to enter my Coton in a conformation or obedience competition.
- 11.) I will conform to Section III of this Code should I ever have to transfer ownership of my Coton.

B. I will NOT:

- 1.) Knowingly falsify CTCA Pedigree and Registration information;
- 2.) I will not sell Cotons to pet shops either on consignment or outright;
- 3.) I will not supply Cotons for auctions, raffles, or other such enterprises;
- 4.) I will not knowingly sell a Coton to an unethical person or sell a Coton to any person whose intention is to resell a Coton;
- 5.) I will not sell Cotons as a "middleman" or importer except in the case of a breed rescue/kennel rescue;
- 6.) I will never permit my Coton to go to a pound or animal shelter or to be given to a commercial "home finder" agency or private individual who will claim to find a Coton a home. I will first contact the Coton's breeder regarding rehoming. I further understand that the CTCA's Coton Rescue Program will assist me if I so desire. If I know a Coton has been given to a pound or relocation agency, I will notify the CTCA at once;

7.) I will not maliciously degrade another member's Coton, kennel, or practices. I understand that if a rumor indicates that some person or persons are possibly in violation of this Code of Ethics, I will bring this situation to the immediate attention of the CTCA so that the allegation can be properly dealt with in an open and aboveboard manner;

C. I understand that the Coton de Tulear breed has special requirements for human contact and love. I will not keep more Cotons than I can provide with reasonable attention, love, and companionship.

1.) I will provide my Coton with direct human companionship and love every day.

2.) If I find that I can no longer care for my Coton(s), I will work with both the breeder and the CTCA to find my Coton an appropriate new home.

3.) I will notify the CTCA of any change of address or ownership of my Coton.

V. ENFORCEMENT, APPEALS, and EXCEPTIONS

I will comply with any CTCA inquiry regarding my practices as a Coton owner or breeder. I realize that any such inquiry is conducted in the spirit of truth-seeking for the good of the breed or of individual Cotons and is not and will not be conducted in a mean-spirited fashion. I will work with the CTCA for the good of the breed and individual Cotons. Further,

A. I understand that it is my obligation to report suspected breaches of this Code of Ethics to the CTCA.

Also, I realize that the CTCA will gratefully consider allegations that a person or persons has violated or is violating this Code of Ethics from non-members. The CTCA will not take any punitive actions without investigating the allegations fully and if possible, openly (via its publications).

B. If the CTCA requests that I answer an alleged violation of the Code of Ethics, I will do so in writing within a two-week period.

C. If I am a breeder, I understand that the CTCA may request to visit my kennel. I must grant a visit by a CTCA-designated representative within a one-week period of time or risk the immediate expulsion of my Kennel from the CTCA Breeder's Program^(TM). [Note: I realize that the CTCA understands that some

delays may be unavoidable. In such a case, I will endeavor to comply with an inspection request as soon as possible and will explain any delay fully in writing to the satisfaction of the CTCA].

- D. I understand that the President or the President's designee(s) may take action to censure a CTCA member found in violation of this Code of Ethics by one or more of the following means, as deemed appropriate:
- 1.) publishing a report of the violation in the Coton de Tulear News and/or The Coton de Tulear News & Information Network web site.
 - 2.) should the violation(s) be especially egregious, the CTCA may seek action against the violator(s) through federal, state, or local authorities.
 - 3.) fines—the proceeds of which must go to the CTCA Rescue Program or CTCA Breed Research.
 - 4.) temporary or permanent expulsion from the CTCA Breeder's Program
 - 5.) temporary or permanent, limited or complete ban on registering dogs with the CTCA
 - 6.) a probationary period of up to two years for a first violation of the Code of Ethics. During a probationary period, any further violation of the Code of Ethics will result in harsher penalties which can include sanctions D.4 and D.5 (above).
- E. I understand that a member judged in violation of the Code of Ethics may appeal this decision publicly through a letter to be published in the CTCA's Coton de Tulear News and/or The Coton de Tulear News & Information Network web site and/or the CotonClub email list.
- F. It is understood that legitimate exceptions to this Code of Ethics may arise from time to time. In such cases, a member may request that the situation be reviewed by the President or the President's designee(s). In certain cases, with sufficient evidence that the welfare of individual Cotons or the breed is assured and in no way compromised, then the President may publicly waive any of the foregoing provisions.
- G. I understand that the Coton de Tulear Club of America views the relationship between breeders, buyers, owners, and the club as a cooperative venture whose primary goals include the health and well-being of

the breed and of individual Cotons. The club welcomes and deeply appreciates all people who put the good of the Coton de Tulear uppermost.

- H. I understand that this Code of Ethics is a work-in-progress. It will never be perfect, but it will continually improve through the input of concerned Coton de Tulear admirers, owners and breeders. I grant the CTCA the right to publicly announce my support of this Code of Ethics. Acceptance of Article V. “H.” must be in writing.
- I. For participants in the CTCA Breeder’s Program^(TM): I have read this document and I hereby agree to comply with the letter and the spirit of this Code of Ethics. Acceptance of “I.” must be in writing.
- J. Pursuant to article “I” above, I will not subscribe to any other Code of Ethics or policy statement that would render my adherence to any aspect of this Code of Ethics null and void. Acceptance of Article V. “J.” must be in writing.
- K. Pursuant to article “I” above, If I should ever desire to abrogate my signed intent to comply with this Code of Ethics or to participate in the CTCA Breeder’s Program^(TM), I will notify the CTCA in writing of my intent. Acceptance of Article V. “K.” must be in writing.

-- end revisions of 6/5/2000 --

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