

**SLAUGHTER SWINE PREMISES IDENTIFICATION EAR TAG
MANUFACTURER AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
And**

Insert Company Name here

This **Agreement** is made effective on the **XX**th day of **month, year** between **United States Department of Agriculture, Animal Health Plant Inspection Service, Veterinary Services**, 4700 River Road, Riverdale MD 20737 hereinafter referred to as “APHIS” and **Company Name, address, city, zip**, hereinafter referred to as "Manufacturer."

ARTICLE 1 – PURPOSE

This Agreement identifies and sets forth the joint and individual responsibilities and procedures of APHIS and the manufacturer regarding the production of official animal identification devices to be used to support the implementation of the National Animal Identification System (NAIS). This agreement is part of an evolving “voluntary” program and is designed to:

1. Safeguard animal health and provide a viable option to producers who want to use identification devices authorized for use in the NAIS.
2. Ensure that Slaughter Swine Premises Identification Ear Tag Manufacturers maintain accurate records of all official tags produced and distributed.
3. Minimize the risk of the production of fraudulent Slaughter Swine Premises Identification Ear Tags.

While participation in the NAIS, at the Federal level, is voluntary, strict adherence to the terms and conditions of this agreement is required for the Manufacturer to receive and maintain the status of an authorized Slaughter Swine Premises Identification Ear Tag Manufacturer.

ARTICLE 2 - BACKGROUND

As part of its ongoing efforts to safeguard U.S. animal health, the USDA initiated the implementation of the NAIS in 2004. The NAIS is a cooperative State-Federal-industry program administered by USDA’s APHIS. The main objective is to develop and implement a comprehensive information system that will:

- Support ongoing animal disease monitoring, surveillance, detection, and response capabilities in order to complete current eradication programs; and
- Enable State and Federal animal health officials to respond rapidly and effectively to animal health emergencies such as foreign animal disease outbreaks or emerging domestic diseases with significant economic, social, or public health consequences.

Partnerships among all stakeholders are the foundation for achieving this tremendously important and extremely challenging goal. The NAIS is a voluntary program. Producers and other stakeholders can now participate in the program to test the system and offer feedback to help ensure that practical solutions evolve. The NAIS establishes standards for producers to identify

their animals and to report their movements that will support the needs of animal health officials to track animals for the purposes of managing animal diseases. Animal movement information will be maintained by the industry and will provide the traceback and trace forward information for animal health officials while, at the same time, maintaining other information the industry deems necessary for marketing purposes.

Premises ID/Registration

Premises registration involves assigning a unique premises identification number, or PIN, to a location where livestock are housed or kept and recording contact information for that location. The goal is to establish a complete record of all locations, or premises, in the United States that manage or hold livestock. This information will allow animal health officials to notify producers quickly when a disease outbreak might impact their area(s) or the species of animals they have.

Animal Identification

The second component of the NAIS involves assigning each reportable animal or group/lot of reportable animals a unique identification number. The number is assigned at the animal's birthplace and is linked to the premises of origin. This information gives animal health officials a "starting point" for epidemiologic investigations when necessary. Only animals that enter commerce or commingle with animals at other premises (e.g., salesyards; State or national exhibits/shows) would be identified.

Animal Tracing

The final component of the NAIS involves the work of private and State databases to collect and maintain animal movement records. These records will be securely held in animal tracking databases owned, managed, and controlled by the private sector and the States, for the Federal Government. The data held in these numerous and separately held databases will provide traceback and traceforward information for animal health officials only during an animal disease event.

ARTICLE 3 - AUTHORITIES

The Animal Health Protection Act (AHPA) authorizes the Secretary of Agriculture to carry out operations and measures to detect, control, or eradicate any pest or disease of livestock (7 USC 8308). Sections 10404 - 10406 authorizes the Secretary to prohibit or restrict the importation, entry, exportation, or interstate movement of any animal or other article if the Secretary determines that the prohibition is necessary to prevent the dissemination of any pest or disease of livestock (7 USC 8303 -8305). Section 10416 of the AHPA authorizes the Secretary to promulgate such regulations, and issue such orders, as the Secretary determines necessary to carry out the provisions of the AHPA. Section 10411 authorizes the Secretary to cooperate with other Federal agencies, States or political subdivisions of States, national or local governments of foreign countries, domestic or international organizations or associations, Indian Tribes and other persons (7 USC 8310). Additionally, the Secretary is authorized to use cooperative agreements to reflect a relationship with a cooperator to carry out programs to protect the nation's animal and plant resources (7 USC 2279g).

Under these authorities APHIS has implemented cooperative disease control programs and has issued regulations to detect, control and eradicate diseases of livestock. These regulations are found in Title 9 of the Code of Federal Regulations, parts 1 to 199 and in many of the disease control programs there are requirements for the identification, under certain circumstances, of specified animals.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Manufacturer and APHIS mutually agree/understand that the accurate printing of PINs on Slaughter Swine Premises Identification Ear Tags is imperative to the success of the NAIS and agree that every effort will be taken to ensure the accuracy of the PIN during the printing and distribution process.

ARTICLE 5 - MANUFACTURER RESPONSIBILITIES

The Manufacturer agrees to:

1. Abide by the terms and conditions set forth in this Slaughter Swine Premises Identification Ear Tag Manufacturer agreement;
2. Complete the AIN Manufacturer training program provided by USDA, since the AIN Management System is the system that will be used to validate PINs and Nonproducer Participant Numbers (NPNs) of Device Managers/Resellers;
3. Have an operational computerized system that communicates with the AIN Management System and is compatible with NAIS standards in order to validate the PINs that are printed on Slaughter Swine Premises Identification Ear Tags and the NPNs of Device Managers/Resellers;
4. Complete the application for Slaughter Swine Premises Identification Ear Tag Manufacturer and submit to USDA;
5. Print Slaughter Swine Premises Identification Ear Tags according to the specifications described in the manufacturer's application, which are the same as those included in the "NAIS Program Standards and Technical Reference" document that can be found at http://animalid.aphis.usda.gov/nais/naislibrary/documents/guidelines/Program_Standard_and_Technical_Reference.pdf;
6. Distribute Slaughter Swine Premises Identification Ear Tags only to premises with valid PINs or to Device Managers/Resellers with valid NPNs.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to:

1. Provide the specifications and requirements for the production of "authorized" identification devices;
2. Designate the manufacturer's identification devices that meet the performance requirements and technology standards as "USDA Approval Pending," which authorizes their use in the voluntary NAIS; and
3. Provide access to, and training and support for, the use of the AIN Management System for the validation of PINs.

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this AGREEMENT does not constitute a financial obligation on the part of APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this agreement. Transfers of funds or items of value are not authorized under this agreement.

ARTICLE 8 - LIMITATIONS OF COMMITMENT

This agreement and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this AGREEMENT shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

ARTICLE 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of the agreement or to any benefit to arise therefrom.

ARTICLE 10 - LIABILITIES

APHIS will hold the Manufacturer harmless from any liability arising from the negligent act or omission of the APHIS officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 U.S.C. 2671 et seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Manufacturer, its employees, agents or subcontractor, and employees or agents of the subcontractor(s). Such relief shall be provided pursuant to the procedures set for in the FTCA and applicable regulations.

ARTICLE 11 - AMENDMENTS

This agreement may be amended by mutual agreement of the parties upon submission of a written request for consideration no less than sixty (60) days prior to the proposed date of amendment.

ARTICLE 12 - TERMINATION

This agreement may be terminated by either party upon sixty (60) days written notice to the other party. This agreement may be suspended or terminated by APHIS at any time if any of the requirements listed above are not met. **Company name** may be subject to civil or criminal penalties for any false statements knowingly or willfully submitted to APHIS regarding this agreement and/or the production and distribution of Slaughter Swine Premises Identification Ear Tags covered under this agreement. Additionally, if a manufacturer's Slaughter Swine Premises Identification Ear Tags do not meet the performance requirements for retention and durability, APHIS may withdraw approval with 60 days written notice.

Upon termination of the agreement, the Slaughter Swine Premises Identification Ear Tag manufacturer will provide copies of all records to APHIS regarding Tags produced and/or distributed under this agreement. Any Slaughter Swine Premises Identification Ear Tags marked with the U.S. Shield that are in the possession of the Tag Manufacturer on the date of termination shall be disposed of as directed by APHIS.

ARTICLE 13 - EFFECTIVE DATE AND DURATION

This agreement will be in effect upon date of final signature and will continue for one year from date of final signature. This agreement may be renewed for up to five years by written request and subsequent approval by APHIS.

Company Name

Name of Company representative
Title of Company representative

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

Dr. Adam Grow
Director, Surveillance and Identification

Date

Amendment

This Amendment to the Slaughter Swine Premises Identification Ear Tag Manufacturer Agreement (“Agreement”) made and entered into as of [**date**] by and between **Company Name** and United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services (“APHIS”) is effective as of the date executed by the final signatory and is an integral part of the Agreement. Except as amended herein, the Agreement remains in full force and effect, subject to all remaining terms and conditions.

APHIS has reviewed the Slaughter Swine Premises Identification Ear Tag Manufacturer application and has evaluated the identification device of the manufacturer and authorizes the following device to be used in NAIS as “USDA Approval Pending.”

Manufacturer Product Name
Manufacturer Product Code Number
APHIS Product Code Number

Company Name

Name of Company representative
Title of Company representative

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

Dr. Adam Grow
Director, Surveillance and Identification

Date