

«CANum»

February 4, 2021

**COOPERATIVE AGREEMENT
BETWEEN**

«*Company_Name*»

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

FOR

**Implementation and Integration of Private and State Animal Tracking
Databases (ATDs) with the
National Animal Identification System (NAIS)**

This Cooperative Agreement (CA) is between the Animal and Plant Health Inspection Service, Veterinary Services, United States Department of Agriculture (USDA), hereinafter referred to as “APHIS” and «*Company_Name*», hereinafter referred to as the “Organization.”

ARTICLE 1 — PURPOSE

The purpose of this CA is to establish, deploy, and maintain an information technology infrastructure that will enable animal health officials to access animal identification, tracking and movement data from data sets other than those maintained by the Federal government as necessary to support animal disease control and eradication programs of pests or diseases to protect cattle and bison; cervids (e.g., deer and elk); goats; horses; camelids (e.g., llamas and alpacas); poultry; sheep; and swine in the United States. This agreement enables private organizations and States with information systems that meet requirements set forth in the Animal Tracking Databases Technical Specifications document to participate in the NAIS as a Compliant Animal Tracking Database.

ARTICLE 2 — BACKGROUND

As part of its ongoing efforts to safeguard U.S. animal health, USDA initiated the implementation of the NAIS in 2004. The NAIS is a modern, streamlined information system that helps producers and animal health officials respond quickly and effectively to animal disease events in the United States. The NAIS—a voluntary State-Federal-Industry partnership—is essential in helping animal health officials protect U.S. livestock and poultry from disease spread, and retain access to domestic and foreign markets.

The NAIS encompasses animal identification and animal movement tracing systems. Animal movement records which contain the data elements defined in the ATD Technical Specifications document will be securely held in animal tracking databases owned, managed, and controlled by the private sector or the States. APHIS revisions to the data elements, including the addition of data elements, will be considered and determined when recommendations are received through the Secretary's Advisory Committee on Foreign Animal and Poultry Diseases, and, when defined, will be published in the NAIS Program Standards and NAIS User Guide.

State and Federal animal health officials will only request animal movement information from these databases in the following situations:

- An indication (suspect, presumptive positive, etc.) or confirmed positive test of a foreign animal disease;
- An animal disease emergency as determined by the Secretary of Agriculture and/or State Departments of Agriculture; or
- A need to conduct a traceback/traceforward to determine the origin of infection for a Federal/State program disease (brucellosis, tuberculosis, etc.).

ARTICLE 3 — AUTHORITIES

The Animal Health Protection Act (AHPA) authorizes the Secretary of Agriculture (and thereafter as delegated to APHIS) to carry out operations and measures to control or eradicate any pest or disease of livestock (7 U.S.C. 8308). Section 10411 of the AHPA, 7 U.S.C. 8310, 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. Additionally, the Secretary is authorized, pursuant to 7 U.S.C. 2279g, to use cooperative agreements to reflect a relationship with a cooperator to carry out programs to protect the nation's animal and plant resources. In Title 9 of the *Code of Federal Regulations*, parts 1 to 199, are the APHIS disease control program regulations which have requirements for the identification, under certain circumstances, of specified animals.

ARTICLE 4 — MUTUAL ACKNOWLEDGMENTS

The Organization and APHIS acknowledge that complete, accurate, and timely animal trace information is needed to support animal disease management programs and will work collaboratively to support the successful integration of private and State ATDs into the NAIS. The parties to this CA acknowledge that the focus of the NAIS is to support animal disease management programs administered by APHIS and carried out cooperatively with States and the private sector. The parties also acknowledge that the Animal Trace Processing System (ATPS) will be utilized by both Federal and State animal health officials to submit queries to the ATDs when necessary to control or eradicate an animal disease or address an animal disease emergency.

The parties further acknowledge that the purpose of, and information maintained by, the Organization's information system may exceed the criteria of the NAIS, since such information and related programs are specific to the Organization.

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ARTICLE 5 — APHIS RESPONSIBILITIES

APHIS is responsible for development, supervision, and maintenance of the ATPS to support the integration of information queried from multiple ATDs and will also:

1. Provide, based on the authorization and direction of the APHIS VS Deputy Administrator, access to the ATPS to State Animal Health Authorities and APHIS personnel, referred here in as "APHIS Authorized Users."
2. Publish the data requirements and information system specifications in the ATD Technical Specification document that resulted from the Interim/Development Phase for the Integration of Private and State ATDs with the NAIS;
3. Evaluate, and reevaluate as defined in the ATD Technical Specifications, the information systems of the Organization to ensure that they meet and maintain compliance with the requirements for participation;
4. Post and update the names of each Organization that meets the defined requirements and is participating in the implementation phase;
5. Conduct defined test exercises periodically utilizing only test data with participating Organizations as outlined in the ATD Technical Specifications document;
6. Provide the Organization tested with the results of test exercises; and
7. Submit query requests to the Organization when one of the following animal health risk or emergency situations occurs:
 - a. An indication (suspect, presumptive positive, etc.) or confirmed positive test of a foreign animal disease;
 - b. An animal disease emergency as determined by the Secretary of Agriculture and/or a State Department of Agriculture;
 - c. The need to conduct a traceback/traceforward to determine the origin of infection for a program animal disease (brucellosis, tuberculosis, etc.).

«Article5»

ARTICLE 6 — COOPERATING ORGANIZATION'S RESPONSIBILITIES

The cooperating organization is responsible for maintaining an information system that meets all the requirements and specifications in the ATD Technical Specifications document and that will provide the traceback and traceforward information needed by animal health officials to address animal disease risks or emergencies and manage animal disease programs and will also:

1. Respond to all query requests as described in Article 5 and provide APHIS Authorized Users without charge, animal movement data from its information system or systems; the ATD Technical Specifications document lists the animal movement information that must be provided by the organization's data, e.g., a premise identification number, an individual animal or animal group identification number, an event code, and an event date;
2. Respond to and participate in all test exercises conducted by APHIS;
3. Provide to the APHIS ATPS Administrator for national summarization the statistics relative to ATPS query eligible data as defined in the ATD Technical Specification document.
4. Transfer to another APHIS-approved NAIS Compliant ATD participating in the implementation/integration ATD phase of the NAIS, animal movement data of premises participating in the NAIS and on its information system or systems as defined in the ATD Technical Specifications document in the event that the organization for whatever reason dissolves itself, ceases to operate or conduct business, and/or entirely discontinues its involvement in providing information systems, an ATD, or any other activity directly related to the NAIS information technology infrastructure developed to obtain animal identification, tracing, and movement data. In making such a transfer, the organization shall have the option to determine to which APHIS-approved NAIS Compliant ATD they shall transfer their animal movement data;
5. Acknowledge that it is responsible for ensuring that it has the legal right and authority to submit its data to APHIS Authorized Users when necessary to control or eradicate a disease and/or to address an animal disease risk or emergency, and that, to the best of its knowledge, its data and information system do not infringe any patent, copyright, or other proprietary right of any third party;
6. Authorize APHIS Authorized Users to use the data provided by the Organization for animal disease program purposes;
7. Ensure that there is a privacy policy that both diligently protects its clients' personal information contained in its information system or systems as well as clearly informs its clients what personal information, if any, the Organization provides when participating in the NAIS; and
8. Make no monetary charges of any type to APHIS or any of the APHIS Authorized Users for any actions taken by, or data provided by, the organization pursuant to this CA.

«Article6»

ARTICLE 7 — STATEMENT OF NO FINANCIAL OBLIGATION

Each signatory party is to use and manage its own funds in carrying out the purpose of this CA.

«Article7»

ARTICLE 8 — LIMITATIONS OF COMMITMENT

Participation in this CA does not guarantee that the Organization's system will continue to meet the requirements that define a NAIS Compliant ATD since either the Organization's information system and/or the requirements for a NAIS Complaint ATD may evolve or change over time. APHIS will publish and update, as needed, the minimum requirements to attain or maintain approval as an ATD and publish a list of approved ATD providers that are operating under a CA for the NAIS implementation phase.

APHIS' participation in this CA and any continuation or extension by APHIS 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 CA 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.

APHIS does not warrant that the cooperating organization's participation in the program will not infringe upon any patents, copyrights, or other intellectual property. APHIS does not authorize or consent to any such infringement, and does not indemnify the organization against liability for any such infringement. APHIS will not be liable to the organization or to any third party for any such infringement.

ARTICLE 9 — CONGRESSIONAL RESTRICTION

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

ARTICLE 10 — AMENDMENTS

This CA may be amended at any time by mutual agreement of the parties in writing.

ARTICLE 11 — TERMINATION

This CA may be terminated by either party upon sixty (60) days prior written notice.

ARTICLE 12 — ENTIRETY OF THE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties, and the parties agree that any other prior or contemporaneous representations or understandings not explicitly contained in this CA, whether written or oral, have no legal or equitable value, force, or effect.

ARTICLE 13 — EFFECTIVE DATE, DURATION, and RENEWAL

Once signed by the respective signatories, this CA will be in effect for one year from the date signed by the USDA representative. This Cooperative Agreement may be renewed annually by mutual agreement of the Parties.

«Article13»

Signatures:

«Company_Name»

_____ Date: _____

Please Insert Name and Title of signatory for the Organization

ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

_____ Date: _____

Dr. Larry Granger,
Director of the Centers for Epidemiology and Animal Health