

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE MICHIGAN DEPARTMENT OF AGRICULTURE  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES**

**ARTICLE 1 - PURPOSE**

The purpose of this Memorandum of Understanding (MOU) between the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Veterinary Services and the Michigan Department of Agriculture (Cooperator) is to provide for cooperation as mutually agreed upon in the prevention, control, and eradication of scrapie and other transmissible spongiform encephalopathies (TSEs) which now exist or may become active in the State of Michigan.

**ARTICLE 2 - BACKGROUND**

The Cooperator and APHIS are responsible for protecting and improving the health, quality, and marketability of the State's animals. Scrapie, a transmissible spongiform encephalopathy (TSE), is a fatal disease of sheep and goats. Scrapie has been theorized to have been a potential source of bovine spongiform encephalopathy (BSE) in the United Kingdom. BSE has been implicated as the source of new variant Creutzfeldt Jakob Disease (nvCJD) in humans. These events and the desire to ensure a quality product that can compete in the global marketplace, have increased the need to prevent, control, and eradicate scrapie in our sheep and goats. This goal can be achieved only through our cooperative efforts.

**ARTICLE 3 - AUTHORITIES**

Under the Farm Security and Rural Investment Act of 2002, PL 107-71, subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

#### **ARTICLE 4 - OBJECTIVES**

1. To prevent, diagnose, control, and eradicate scrapie and other TSEs.
2. To communicate with and inform practicing veterinarians, herd owners, and others about the scrapie cooperative program and other TSEs.
3. To conduct domestic TSE surveillance programs that will (a) detect diseased animals, (b) allow for the tracing of diseased animals to their premises of origin, and (c) determine the prevalence and distribution of domestic TSEs, particularly scrapie.
4. To conduct surveillance programs to monitor for the entry and prevent the spread of foreign TSEs.

#### **ARTICLE 5 - MUTUAL AGREEMENT**

The Cooperator and APHIS agree that:

The work contemplated by this MOU may include, if consistent with and required for cooperative purposes, and subject to the provisions of then existing laws and regulations, such operations as slaughter, euthanasia and disposition of animals, establishment and maintenance of certified disease-free herds or flocks and areas, testing, tagging, branding and tattooing, quarantine, cleaning and disinfection of premises, or any other precautionary and control measures which may be required by State or Federal laws and regulations or as mutually agreed upon.

The parties to this MOU agree to contribute, insofar as their available resources will permit, and as mutually agreed upon, funds, personnel, facilities, supplies, equipment, and all other items necessary to properly conduct disease control and eradication of scrapie and other TSEs. Each party will use, maintain, and dispose of their own equipment in accordance with its governing regulations and/or policy.

#### **ARTICLE 6 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees to:

1. Require the reporting of all animals suspected of having scrapie to State or Federal animal health officials.

2. Notify APHIS of all positive and suspect animals.
3. Enforce quarantines effectively.
4. Enforce State reporting requirements effectively.
5. Review and provide comments on drafts and revisions of the Scrapie Eradication Uniform Methods and Rules (UMR).
6. Comply with the guidelines of the finalized UMR.
7. Comply with the requirements for Consistent States defined in Title 9 of the *Code of Federal Regulations* (CFR) part 79.6.
8. Comply with the USDA and APHIS security guidelines, when connected to the USDA, APHIS network, as outlined in the USDA Departmental Manual 3140-001, "Management ADP Security Manual; APHIS Directive 3140.2, "APHIS Electronic Mail and Security and Privacy Policy;" APHIS Directive 3140.3, "APHIS Internet Use and Security Policy;" and APHIS Directive 3140.5, "APHIS Information Systems Roles and Responsibilities." The Cooperator will not download any material bearing a copyright (i.e., pictures, movies, or music files) nor access any material defined as inappropriate in these regulations and directives.

#### **ARTICLE 7 - APHIS and STATE RESPONSIBILITIES**

The Cooperator and APHIS agree based on the geographical distribution of field personnel (or other factors) to:

1. Designate an APHIS and/or State animal health official to coordinate scrapie program activities in the State of Michigan and to serve as the Designated Scrapie Epidemiologist in the State.
2. Place known scrapie-infected and source flocks under quarantine, with movement of animals only: (a) to slaughter; (b) to feedlots under permit and quarantine for later movement to slaughter; (c) for destruction; or (d) for research. (Scrapie-positive, affected, and suspect animals will be moved only for purposes of destruction or transport to an approved research facility.)
3. Quarantine newly designated infected and source flocks within 7 days of designation as described in 9 CFR 79, with movement of animals only (a) to slaughter; (b) to feedlots under permit and quarantine for later movement to slaughter; (c) for destruction; or (d) for research. (Scrapie-positive, affected, and

- suspect animals will be moved only for purposes of destruction or transport to an approved research facility.)
4. Release infected- and source-flock quarantines only after completion of a flock plan (as described in 9 CFR 54 or an approved pilot-project flock plan). Both options will include the owner's agreement to comply with a 5-year post-exposure monitoring and management plan.
  5. Monitor quarantines effectively.
  6. Investigate all animals reported as scrapie suspects or as affected animals within 7 days of notification. (Any animal that tests positive for scrapie on an APHIS-approved live-animal screening test is considered an affected animal.)
  7. Designate a flock's status, within 15 days of notification that the flock contains a scrapie-positive animal, based on an investigation by State or Federal animal health officials and in accordance with 9 CFR 79.
  8. Conduct an epidemiologic investigation of source and infected flocks that includes the designation of high-risk and exposed animals and that identifies animals to be traced.
  9. Conduct tracebacks of scrapie-positive animals and trace outs of high-risk and exposed animals and report any out-of-State traces to the appropriate State within 45 days of notification of a scrapie-positive animal.
  10. Conduct tracebacks based on slaughter sampling within 15 days of notification of a scrapie-positive animal at slaughter.
  11. Submit tissues for scrapie testing of:
    - a. suspect animals;
    - b. live-animal test positive animals;
    - c. any other animal that is epidemiologically important to a scrapie investigation; and
    - d. any animal that is required to be sampled as part of a post-exposure monitoring plan (when they have died or have been destroyed) to the National Veterinary Services Laboratories or to an approved laboratory designated by APHIS.

## **ARTICLE 8 - APHIS RESPONSIBILITIES**

APHIS agrees to:

1. Provide testing of tissues for scrapie from suspect animals and for confirmatory testing of live-animal test positive animals, or for animals that meet the criteria for surveillance as per VS Memo 557.11. Testing will also be provided when possible for any other animal that is epidemiologically important to a scrapie investigation, and any animal that is required to be sampled as part of a post-exposure monitoring plan (when they have died or have been destroyed) at the National Veterinary Services Laboratories or at an approved laboratory designated by APHIS.
2. Draft, revise, and publish as needed Scrapie Eradication UMR. The Scrapie Eradication UMR will contain cooperative procedures and standards adopted by APHIS and Consistent States for controlling and eradicating scrapie. The UMR will be reviewed at least annually by representatives of the livestock industry and appropriate State and Federal agencies.
3. Maintain the National Scrapie Database.
4. Indemnify in accordance with 9 CFR part 54.

## **ARTICLE 9 - STATEMENT OF NO FINANCIAL OBLIGATION**

Signature of this MOU does not constitute a financial obligation on the part of APHIS or the State. Each signatory party is to use and manage its own funds and other resources in carrying out the purpose of this MOU. Transfer of funds or items of value is not authorized under this MOU.

## **ARTICLE 10 - LIMITATIONS OF COMMITMENT**

This MOU 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 MOU shall be expended in accordance with its terms and in 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 11 - LIABILITIES**

APHIS will hold the Cooperator 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 United States Code (USC) 2671 et. seq., except to the extent that aforesaid liability arises from the negligent acts or omissions of the Cooperator, 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 12 - CONGRESSIONAL RESTRICTION**

Under USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### **ARTICLE 13 - AMENDMENTS**

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

#### **ARTICLE 14 - TERMINATION**

This MOU may be terminated by either party upon sixty (60) days written notice to the other party.

#### **ARTICLE 15 - EFFECTIVE DATE & DURATION**

This MOU will be in effect upon date of final signature and will continue for 5 years.

MICHIGAN DEPARTMENT OF AGRICULTURE

St. L. Halstead 2/14/2007  
State Veterinarian Date

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

Acting R. Healey 7/20/07  
Regional Director Date

JUL 20 2007

REGION	STATE	TYPE - MOU/CA		EXPIRATION DATE	NUMBER
		MOU	CA		
HQ-Riverdale	N/A		ASI	12/31/2007	07-9100-0914-CA
HQ-Riverdale	N/A		U of PA - MRI	12/20/2007	05-9142-1001-CA
HQ-Riverdale	N/A		U of MN	12/15/2007	05-9117-0911-CA