

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION (OSA)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES
NATIONAL POULTRY IMPROVEMENT PLAN (NPIP)

ARTICLE 1 - PURPOSE

The purpose of the MOU between the OSA and NPIP is to aid in conducting the cooperative State-Federal work of the NPIP.

ARTICLE 2 - BACKGROUND

The National Poultry Improvement plan became operative July 1, 1935, with the approval of the Secretary of Agriculture and under the authority of an appropriation made by the Congress for the United States Department of Agriculture to be used in the cooperation with State authorities in the administration of the regulations for the improvement of poultry, poultry products, and hatcheries. The National Turkey Improvement Plan became operative September 25, 1943. The two Plans were consolidated into one National Poultry Improvement Plan with general provisions applicable to all classes of domesticated fowl and with special provisions applicable to problems and conditions peculiar to particular classes of such fowl.

ARTICLE 3 - AUTHORITIES

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, 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.

This MOU is in accordance with Title 9 Code of Federal Regulation §145.2 and § 146.2 Administration.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The OSA and NPIP mutually agree/understand to/that:



a. The work shall be planned and executed jointly by the OSA and NPIP.

b. That the representatives of NPIP may confer with representatives of the OSA from time to time for the purpose of improving method in the work, but any deviation or departure from the established practice of NPIP must receive the approval of the Senior Coordinator, before being adopted.

c. A complete report of the results of the work shall be submitted each year by the individual or individuals in direct charge of the cooperative work, one copy to be furnished to the OSA and one copy to NPIP, such report to be delivered as soon after the close of the operating year as is practicable.

d. Either party shall be free to use in official correspondence or publication, any of the results obtained in the undertaking, giving due credit to the other parties. It is understood that none of the parties will publish any results without consulting the others. Publication may be joint or independent as may be agreed upon, always giving due credit to the cooperation and recognizing within proper limits the rights of the individuals doing the work. In case of failure to agree as to manner of publication or interpretation of the results, any party may publish data after due notice and submission of the proposed manuscripts to the others. In such instances, any party publishing the data will give due credit to the cooperation but will assume full responsibility for any statements on which there is a difference of opinion. No copyright shall subsist in the material published pursuant to this agreement. Any official report that involves NPIP statistical information that is published by APHIS, must obtain clearance from an official NPIP representative prior to its publication.

e. During the performance of this cooperative work, the Cooperation agreement is to be bound by the applicable provisions of the Department of Agriculture's "Uniform Federal Assistance Regulations," 7 CFR 3015.175, 3015.200, which are herein incorporated as part of this Memorandum of Understanding.

ARTICLE 5 - OSA RESPONSIBILITIES

The OSA agrees to:

a. Designate Robert F. Gerlach, VMD *(Mr./Ms./Dr.--Insert full name)* as its State Contact Representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. Assume responsibility for obtaining compliance by its participants with all applicable provision of the NPIP.

c. Provide for the keeping of accurate and detailed records of all NPIP work done and to make such records accessible to NPIP representatives.



d. Authorize competent persons to perform the (1) inspection, (2) flock selecting, (3) blood collecting and testing, and (4) serological, bacteriological, and other diagnostic work required in the NPIP, and to assume responsibility for their work.

e. Require State Inspectors and Authorized Agents to work in cooperation with NPIP coordinators.

f. Formulate and have signed contracts or agreement between the OSA and all participants except flock owners who are affiliated with participating hatcheries.

g. Authorize only qualified participants in the NPIP to use the official terminology of the Plan.

h. Report to NPIP any member of the poultry industry who has discontinued participation in the NPIP.

i. Report to NPIP the results of each investigation made to locate the source of infection, as prescribed by the provisions of the NPIP.

j. File with NPIP all current and pending rules and regulations of the Official State Agency and all State laws and regulations related to poultry improvement work.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate Robert F. Gerlach, VMD *(Mr./Ms./Dr.--Insert full name)* as its State Contact Representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. Administer the NPIP in an efficient and uniform manner among all the States where this work is undertaken.

c. Detail poultrymen to be known as NPIP Coordinators in charge of the NPIP.

d. Detail additional personnel in the administration of the NPIP to the extent of funds available and as circumstances render advisable.

e. Pay the salary of such Coordinators and additional personnel and such travel expenses as are incurred under the APHIS instruction and authorized by the fiscal regulations of the United States Department of Agriculture.



- f. Furnish record forms that will aid in the operation of the NPIP to the extent of funds available and as circumstances render advisable.
- g. Assemble and release information on the control of hatchery-disseminated diseases.
- h. Permit the use of the prefix "U.S." in connection with official classification terms in describing, advertising, and selling breeding stock, hatching eggs, and baby and started poultry when all the applicable provisions of the NPIP have been complied with.
- i. Notify routinely all Official State Agencies of the approval number assigned to each participating hatchery and dealer, and of approval numbers withdrawn for discounted participation.
- j. Provide opportunity for Official State Agencies and participants to express, individually or collectively, their views regarding changes in the provisions of the NPIP and to provide the incorporation of those changes deemed to be in the public interest.

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU 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 MOU. Transfers of funds or items of value is not authorized under this MOU.

ARTICLE 8 - 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 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 USC 22, no member of, or delegate to, Congress shall be admitted to any share or part of the MOU or to any benefit to arise therefrom.

ARTICLE 10 - LIABILITIES

This Article is to be included only when such liabilities are at issue relative to use of/entry on personal or real property other than one's own.



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 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 forth in the FTCA and applicable regulations.

ARTICLE 11 - AMENDMENTS

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

ARTICLE 12 - TERMINATION

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

ARTICLE 13 - EFFECTIVE DATE AND DURATION

This MOU will be in effect upon date of final signature and will continue until July 1, 2012.

Alaska Department of Environmental Conservation
5251 Hinkle road
Anchorage, AK 99507

Robert A. Gerlach VMD 6/28/07
Type name/title of signatory Date

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

John R. Mc 7/3/2007
Senior Coordinator, National Poultry Improvement Plan Date

