

MEMORANDUM OF UNDERSTANDING (MOU) Between

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And

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
VETERINARY SERVICES (VS)

For the Approval of a Permanent Privately-Owned Equine Import Quarantine Facility

**ARTICLE 1 – PURPOSE**

This MOU is executed to meet the requirement for a Compliance Agreement between the operator and his or her agent and the Administrator in accordance with the requirements of 9 CFR 93.308 (c) (2).

This MOU is entered into between [redacted], hereafter referred to as the Facility Owner, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services, hereinafter referred to as APHIS, with respect to [redacted] [facility name and address].

Though this MOU, APHIS approves [redacted] [facility name and address] as a permanent, privately-owned equine import quarantine facility, provided the Facility Owner continues to meet all responsibilities and other criteria listed in Articles 4, 6 and 7 below. The Facility Owner also acknowledges that APHIS may, on an as-needed basis, conduct any site inspections, perform laboratory procedures, complete animal examinations, and/or otherwise supervise the isolation, quarantine, and care and handling of equidae to insure that they meet the Department's quarantine requirements before release into the United States and to determine compliance with this MOU.

**ARTICLE 2 – BACKGROUND**

The Facility Owner has previously submitted a written application seeking APHIS' approval of a privately owned equine import quarantine facility at [redacted] [facility name and address]. Veterinary Services personnel responsible for APHIS operations in the area reviewed the application and determined that sufficient APHIS resources will be available to provide adequate oversight of the proposed facility. APHIS has also determined that the facility sufficiently meets the requirements of 9 CFR 93.308-93.313 and APHIS Memorandum 591.72 (dated September 14, 2011), including the associated checklist.

### **ARTICLE 3 – AUTHORITIES**

APHIS is authorized pursuant to the Animal Health Protection Act (7 U.S.C. 8301 et seq.) to regulate the importation or entry of animals into the United States in order to prevent the introduction of livestock diseases in the United States.

### **ARTICLE 4 – FACILITY OWNER RESPONSIBILITIES**

The Facility Owner Agrees:

1. To operate the quarantine facility in accordance with all Federal Laws and regulations, including 9 CFR 93.308 through 93.313 and APHIS Memorandum No. 591.72, dated September 14, 2011.
2. To maintain the facility in good repair.
3. To control surface drainage and effluent into, within, and from the facility to prevent the spread of disease. If more than one lot is present in the quarantine facility, each holding area must have a separate drainage system to prevent cross-contamination of lots.
4. To maintain a security fence, that can be locked, surrounding the facility. The fence must be of sufficient height and design, as determined by APHIS, to prevent the entry of unauthorized people and animals from outside the facility and to prevent the escape of the horses in quarantine.. The facility and security fence are kept locked and secure.
5. To provide a quarantine area located inside a secure, self-contained building that can be locked. Access to equine holding areas (such as stalls, pens, etc.) must be from within the building only.
6. To ensure the facility either is guarded at all times by a bonded security company, or has an Underwriters Laboratories-approved silent electronic security system that contacts a remote monitoring site staffed by local police or bonded security monitoring personnel. If an electronic security system is used, the operator must provide written instructions to the bonded monitoring agency stating that the local police and a APHIS representative must both be notified if the alarm is triggered.
7. To immediately report any breaks or suspected breaks in security to the APHIS representative.
8. To keep all loading docks clean and to clean and disinfect any multi-use loading dock (i.e., a loading dock used both to receive equine shipments and for some other purpose, e.g., to discharge equine shipments) immediately after it has been used for an incoming equine shipment.
9. To ensure each lot of equidsequids (i.e., animals arriving as a single shipment) is held separately in the facility on an "all-in, all out" basis. Physical barriers that prevent contact with other lots of equidsequids and their discharges must be used to keep lots separate. Each lot must have its own separate storages areas for supplies and equipment for sanitation and pest control. Any area that has held quarantined equidsequids must be cleaned and

disinfected after each use and before a new lot may enter the area. Employees handling imported equids may not also handle equids for export on the same day.

10. To provide and use separate isolation stalls available for equids exhibiting signs of illness.
11. To provide APHIS personnel adequate examination space to safely restrain equids and collect test samples, and lockable office/laboratory space with a centrifuge, refrigerator, and freezer for recordkeeping, document preparation, and sample preparation, packaging, and storage.
12. To provide adequate storage within the facility for supplies and equipment needed for the quarantine.
13. To provide sufficient feed and bedding for the equids, maintain adequate feed and watering equipment for all animals, and store feed and bedding in a separate area to prevent contamination. Feed and bedding must be vermin-proof, fresh, and unspoiled. Feed and bedding must not originate from a region stipulated in 9 CFR 72 as affected with fever ticks.
14. To secure separate storage for pesticides and medical or other biological supplies.
15. To ensure the facility contains and uses designated work areas for repairing equipment and cleaning and disinfecting equipment.
16. To maintain double-screened windows and other openings with screens that are easily removed for cleaning and that are of a mesh size sufficient to prevent insects and other vectors of livestock diseases from entering or leaving the facility. The interior and exterior screens must be separated by a width of at least 3 inches.
17. To ensure all floors and walls that have contact with equids and their excrement or discharges are impervious to moisture and able to withstand repeated cleaning and disinfecting without deteriorating. Floor and wall surfaces must be free of sharp edges that could injure equids. Flooring must be skid resistant and provide adequate drainage.
18. To provide stalls of sufficient size to allow each animal to make normal postural adjustments and provide adequate freedom of movement.
19. To maintain aisles for moving equids which are wide enough to prevent equids in facing stalls from physically contacting equids in access aisles and allow safe movement, including adequate space for equids to turn around.
20. To provide heating and ventilation, or alternative method acceptable to APHIS, which control the ambient temperature, humidity, and odors at safe levels for equids and humans. Air supplied to the quarantine area must not be recirculated or re-used for other ventilation needs. Air handling systems for lot holding areas must be separate from air handling systems for other areas of the facility. If the facility includes more than one lot holding area, the design must minimize cross-contamination of air between separate lots.
21. To provide adequate lighting throughout the facility to visually inspect quarantined equids.
22. To provide a fire alarm and voice communication system in both quarantine and non-quarantine areas such as break rooms, offices, etc.
23. To provide a dedicated necropsy area (either on-site or off-site) with an autoclave, freezer, hot and cold running water, drainage, and adequate storage for equipment.
24. To provide clean protective clothing and footwear for anyone who has been granted access to the facility, (the protective items must be available to personnel before they enter the quarantine area) and to provide showers at each quarantine area and necropsy area. There must be clothes storage and changing areas at each shower. This must include a receptacle to collect clothing worn in a quarantine area. The operator is responsible for the proper cleaning and disposal of soiled and contaminated clothing used in the facility and for making

sure the showers are stocked with soap, maintained in a hygienic state, and used by anyone exiting the respective quarantine or necropsy area when animals, animal carcasses, and/or animal excretions/secretions are present in the area.

25. To provide permanent restrooms in both the non-quarantine and quarantine areas. The quarantine facility must have a functional laundry.
26. To use equipment and supplies to adequately maintain the facility in a clean and sanitary condition and to control pests. There must be a stock of disinfectant authorized in 9 CFR 71.10 (or otherwise authorized by VS) sufficient to disinfect the entire facility.
27. To ensure the facility has an adequate supply of potable water for all watering and cleaning needs; an emergency supply of potable water must be maintained.
28. To ensure the facility appropriately disposes of waste (including manure, urine, and bedding) Waste must be handled as regulated garbage while equids are in quarantine. Regulated garbage must be disposed of by incineration or by discharge into the public sewer (in accordance with applicable Federal, State, or local waste disposal requirements) during a quarantine period. Alternatively, waste may be held on site until all equids have completed and been released from quarantine, and then be disposed of as domestic waste. The facility must handle waste materials adequately to minimize spoilage and attracting pests. If the facility includes an incinerator, the incinerator must be located in a separate building. The Facility Owner will use \_\_\_\_\_ for any incineration activities.
29. To provide the facility's plan to dispose of any carcasses of animals that die during quarantine to prevent disease spread which is acceptable to APHIS.
30. To provide a telephone number that APHIS can use for contact at any time.
31. To provide adequate personnel to maintain the facility and provide for proper care and feeding of the equids.
32. To maintain and provide APHIS with an updated list of names and current addresses of all personnel with access to the facility. All personnel with access must sign an ancillary agreement stipulating they will follow the terms of the MOU and any related instructions from APHIS representatives pertaining to quarantine operations.
33. To allow only the facility owner or operator to grant access to the facility to APHIS representatives and others specifically authorized to work at the facility. Anyone granted access to the quarantine area must shower. Anyone granted access must also wash hands before leaving a lot-holding area, the quarantine area, or the necropsy area; wear the clean, reusable or disposable, dedicated protective work clothing and footwear provided while in the quarantine area, wear disposable gloves when handling sick animals, change protective clothing, footwear, and gloves when they are soiled or contaminated, and limit contact to only one lot of animals.
34. To display easily visible signs at all entrances designating it as a quarantine area that prohibits entry of visitors or other unauthorized personnel. All approved personnel, except veterinary practitioners providing emergency care, must sign an affidavit before entering the quarantine area stating they will not have contact with any equids outside the quarantine facility during the quarantine period until the equids under quarantine are released for entry into the United States. Permanent employees must sign a new affidavit annually. The affidavits must be kept at the facility for APHIS' review.
35. To dedicate equipment to the quarantine facility or to a specific area within the facility. All equipment in the facility or its specific areas must be cleaned and disinfected before use.

36. To ensure all vehicles are cleaned and disinfected before entering or leaving the area within the security fence or any quarantine area.

37. To report to APHIS immediately any suspected illness or death of equids, and to notify APHIS as soon as possible regarding any other emergency. If anti-inflammatory or fever-reducing drugs, such as phenylbutazone (e.g. "bute) or flunixin meglumine (e.g. Banamine), have been administered, a 24-hour washout period must elapse from the time the last dose is given before the first of the three required normal temperatures, required for release, can be established. This 24-hour washout from anti-inflammatory medication also applies to horses under treatment for pain or injury. If a horse with a medical condition that requires continued treatment is imported, then release from quarantine will be delayed accordingly.
38. To record in a daily log all personnel moving to and from the facility.
39. To keep all records related to the quarantine for at least 3 years after the release of the animals. The operator must make those records available to APHIS upon request.
40. To suspend (and/or discharge, as applicable) any employee determined by APHIS under Article 5, Section 10 to merit suspension or discharge.
41. To either not operate as a paid agent (broker) for the importation or subsequent sale of equine animals or keep that business entirely operationally separate from the equine import quarantine business.

#### **ARTICLE 5 – APHIS RESPONSIBILITIES:**

APHIS agrees:

1. To furnish the services of technical and/or professional personnel needed to conduct inspections, perform laboratory procedures, complete examinations, and supervise the isolation, quarantine, and care and handling of equids being imported to insure that they meet the Department's quarantine requirements before release into the United States.
2. To issue import permits in a timely fashion after completed applications have been received and all requirements are met.
3. To inform the Facility Owner of whatever tests and procedures may be deemed necessary to ensure the quarantined equids are free of communicable livestock diseases.
4. To physically monitor all import quarantine operations. This includes but is not limited to inspecting arriving equids, identifying the animal and its accompanying import certification, required serologic testing, examining equids for external parasites and screwworms, and monitoring routine diagnostic tests.
5. To provide direct oversight of any incineration at local sites away from the facility.
6. To re-inspect the facility after each shipment but before the next shipment to verify the operator has cleaned and disinfected the affected area(s) adequately to ensure compliance with quarantine guidelines. Direct APHIS supervision of each cleaning and disinfection is not required once the operator has demonstrated how the procedures will be carried out and APHIS has verified strict adherence to those procedures.
7. To place seals on entrances or exits to ensure security in the event of any security or biosecurity breaches of which APHIS becomes aware. [Note: If anyone other than an APHIS representative breaks the seals, the Facility Owner must notify APHIS immediately. An APHIS representative must then immediately account for all equids in the facility.]
8. To inform the Facility Owner when a diagnosis of disease of concern has been made in the facility. If a communicable disease is diagnosed in the quarantined equids, APHIS may

require that a bonded security company provide coverage to ensure the security of the facility.

9. To review log books and standard operating procedures on an as-needed basis, in addition to providing direct observation and spot-checking procedures to verify compliance with the provisions of this MOU.
10. To notify in writing the Facility Owner of any designated employee which APHIS believes should be suspended or discharged from work at the quarantine facility and the basis for such action. Similar notice shall be afforded to the employee. Subsequent to any notice of suspension, the designated employee shall have the right to request an immediate review of such action by APHIS, including presenting his or her views to APHIS in an informal or formal conference. If APHIS makes a final determination that grounds existed to suspend or discharge the employee, APHIS shall notify the Facility Owner and the suspended employee of that decision in writing.

## **ARTICLE 6 - MUTUAL RESPONSIBILITIES**

It is mutually understood and agreed:

1. Each shipment must be placed in the facility on an “all-in all-out” basis.
2. All quarantined equids will be subjected to tests as deemed necessary by APHIS to determine health status prior to the release of the animals, including but not limited to dourine, glanders, equine piroplasmiasis, and equine infectious anemia; and at the Importer’s expense.
3. APHIS may extend a quarantine period as needed to determine the health status of the animals involved before their release.
4. Equids will be transported from the port of arrival to quarantine facility under seal or with direct APHIS oversight in leak-proof vehicles (e.g. vans) that have been cleaned and disinfected with an approved disinfectant. The following disinfectants are permitted: An aqueous solution of 4% sodium carbonate (soda ash or sodium carbonate anhydrous, not sal soda) and 0.1% sodium silicate; sodium hydroxide (lye) in the proportion of one pound in five gallons water; sodium carbonate (soda ash) in the proportion of one pound in three gallons of water; and Virkon S formulated according to the manufacturer’s instructions.
5. Hooves must be cleaned and disinfected with Virkon S or a 4% solution of sodium carbonate at the quarantine site or before being loaded for transportation at the port to the quarantine facility. Footwear of accompanying personnel must be inspected at the port and disinfected if soiled.
6. Equids must be free of ticks or other external parasites. Equids must be saturated with a Atroban 32.5 percent emulsifiable concentrate (one pint to 100 gallons of clean water) or other effective acaricide approved by APHIS. The false nostril and external ear canal must also be examined and treated for ticks. Spraying must be completed on skid resistant flooring which is impervious to moisture, able to withstand repeated cleaning and disinfecting without deteriorating, and with adequate drainage.
7. While in quarantine, equids must be inspected at least daily by an APHIS representative ; their temperatures must be taken and recorded at least daily, with at least 3 normal temperatures taken within the last 24 hours prior to release; and they must be observed for clinical signs of disease.

8. Tack and accompanying equipment may be subjected to APHIS inspection upon arrival at the port of entry subjected to any mitigation needed as a precautionary measure against the introduction of FMD or any other disease exotic to the United States.
9. Cleaning and disinfection of equipment, supplies, stalls, and transport vehicles will be done under supervision of APHIS personnel.
10. No equids may be bred during quarantine and the collection of germplasm during quarantine is prohibited.
11. Equids may not be vaccinated prior to the completion of APHIS quarantine.
12. Quarantined equids requiring specialized medical attention or necropsy may be moved to another quarantine site when authorized by APHIS. APHIS must approve in advance any movement of quarantined horses.
13. APHIS representatives do not need to be physically present during routine facility operations.
14. APHIS may suspend or revoke its approval of the facility if the facility is found at any time by APHIS to not be in compliance with the regulations; APHIS Memorandum No. 591.72, dated September 14, 2011; or this MOU; or if an outbreak of a communicable disease is not adequately prevented, contained, or eliminated. APHIS will document in writing to the Facility Owner any suspension or revocation of facility approval.
15. APHIS can arrange to provide alternative quarantine services for an equine shipment if it determines operation of the facility is significantly deficient. The Facility Owner can request in writing from APHIS a copy of an inspection report relating the deficiency.
16. The number of equids quarantined at the facility will not exceed the maximum capacity of                      [XXX] equids.
17. When emergencies such as power outages or natural disasters occur, quarantined animals may not be removed from the facility during a quarantine period unless specifically approved by APHIS. Every effort will be made to have an APHIS inspector present even during these emergencies.

#### **ARTICLE 7 – FINANCIAL RESPONSIBILITIES**

The Facility Owner will establish a User Fee Credit Account with APHIS for the facility. User Fees for any services rendered by APHIS will be calculated at the user fee rate listed in 9 CFR Part 130. The Facility Owner is liable for payment of these user fees in accordance with 9 CFR 130.50 and 130.51. Upon receipt of the monthly statement from APHIS the Facility Owner will send payment to defray all costs incurred by APHIS in providing services.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTION**

Under 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any benefit to arise there from.



**ARTICLE 9 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 10 AMENDMENTS**

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

**ARTICLE 11 - TERMINATION**

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with thirty (30) days written notice to the other

**ARTICLE 12 EFFECTIVE DATE AND DURATION**

This MOU shall become effective upon the date of the signature of the National Director, Animal Import Center Services below and shall continue for a period of one year from that date. A new MOU will need to be filed at or prior to the expiration of the previous MOU.

FACILITY:

\_\_\_\_\_  
Facility Owner/Corporate Officer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Facility Owner/Corporate Officer's Official Title

Name of Quarantine Facility: \_\_\_\_\_

Address of Quarantine Facility: \_\_\_\_\_

BILLING INFORMATION:

Facility Owner/Corporate Officer's Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

\_\_\_\_\_ Date: \_\_\_\_\_  
Applicable Animal Import Center Director or Air & Sea Port Director

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_ Date: \_\_\_\_\_  
National Director, Animal Import Center Services

\_\_\_\_\_  
Please Print Name