

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
(Insert name of Cooperator) (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES

ARTICLE 1 – PURPOSE

Describe in detail the joint activity covered by this MOU. If appropriate, include specific information such as place and time. Make particular mention or reference to the APHIS program covered by the document, e.g., phytosanitary certification, starling control, etc.

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 _____ (insert cooperating entity) (Cooperator) is to provide for cooperation as mutually agreed upon in the prevention, detection, control, and eradication of classical scrapie in sheep or goats and other TSEs of concern should they occur in sheep/goats in the State of _____ (insert cooperating State).

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.

Objectives of MOU

1. To prevent, detect, control, and eradicate classical scrapie and other TSEs of concern should they occur in the US sheep or goat populations.
2. To conduct domestic scrapie surveillance programs in sheep/goats 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 classical scrapie and other TSEs of concern should they occur in US sheep/goats.
3. To communicate with and inform practicing veterinarians, herd owners and others about the scrapie eradication program and other TSEs of concern should they occur in sheep/goats.

ARTICLE 2 – BACKGROUND

Describe events that are historical, informative, and supportive in nature that lead up to the need for the MOU. Make particular note of any significant correspondence or former MOUs or agreements that are relevant to this MOU. Statements commonly included in a document’s “Preamble” may be included here.

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 classical scrapie in our sheep and goats. This goal can be achieved only through our cooperative efforts.

ARTICLE 3 – AUTHORITIES

Include the following APHIS-VS program authority to cooperate under the MOU and any other significant Federal statutes affecting conduct under this document. To the extent that it is practical, include any relevant State and local statutes covering cooperator authority.

Authorities are to be specific to the particular Program/project.

Under the Animal Health Protection Act (AHPA), as amended, (7 USC §§ 8301 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons to carry out the purposes of the AHPA.

ARTICLE 4 – MUTUAL RESPONSIBILITIES

The Cooperator and APHIS mutually agree to/understand that:

Describe the specific activities that the parties to the MOU will be mutually responsible for completing. Provide as much detail as possible. Likewise, list those general and specific issues or requirements that are mutually understood between the parties. IF APHIS will take overall direction and control of the program under the MOU, state it here.

1. This MOU instrument in no way restricts APHIS or the Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.

2. In collaborative activities and programs, APHIS and the Cooperator will recognize cooperative efforts by displaying each other's logos in a manner that is approved by the principle contacts of each party.
3. This MOU instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution funds between the parties to this instrument will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. The signature of this instrument does not provide or create such authority.
4. 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. Each party will use, maintain, and dispose of their own equipment in accordance with its governing regulations and/or policy.
5. Further, the Cooperator and APHIS agree, based on the geographical distribution of field personnel (or other factors), to:
 - a. Designate an APHIS and/or State animal health official to coordinate scrapie program activities in the State of _____ (insert cooperating State) and to serve as the Designated Scrapie Epidemiologist in the State.
 - b. 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.)
 - c. Quarantine newly designated infected and source flocks and high-risk animals 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.)
 - d. 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.
 - e. Monitor quarantines effectively.

- f. Investigate all animals reported as scrapie suspects or as infected animals within 7 days of notification. (Any animal that tests positive for scrapie on an APHIS-approved live-animal test is considered an infected animal.)
- g. 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.
- h. 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.
- i. Conduct trace-backs 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.
- j. Conduct trace-backs based on slaughter sampling within 15 days of notification of a scrapie-positive animal at slaughter.
- k. Submit tissues for scrapie testing of:
 - 1) suspect animals;
 - 2) live-animal test positive animals;
 - 3) any other animal that is epidemiologically important to a scrapie investigation; and
 - 4) 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.
- l. Educate those engaged in the sale or movement of sheep and goats regarding animal identification and recordkeeping requirements.

ARTICLE 5 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

- 1. Designate **(Mr./Ms./Dr.--Insert full name)** as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- 2. If applicable, when connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security Handbook. In

accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives.

Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this MOU.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security Program Manager. APHIS follows USDA's processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

3. If applicable, work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: Departmental Regulation: Security Assessment and Authorization. The regulation is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, Guide for Applying the Risk Management Framework to Federal Information Systems; and, NIST SP 800 – 53, Recommended Security Controls for Federal Information Systems.

Add additional paragraphs to describe the work and responsibilities that the Cooperator will perform or assume under the MOU. To the extent that it is practical, the Cooperator should provide information, including the address and phone number of their specific office responsible for activities under this MOU.

4. Require the reporting of all animals suspected of having scrapie to State or Federal animal health officials.
5. Notify APHIS of all positive and suspect animals.
6. Enforce quarantines effectively.
7. Enforce State reporting requirements effectively.
8. Review and provide comments on drafts and revisions of the Scrapie Eradication Program Standards also known as the Uniform Methods and Rules (UMR).
9. Comply with the guidelines of the finalized Program Standards.

10. Comply with the requirements for Consistent States defined in Title 9 of the Code of Federal Regulations (CFR) part 79.6.

ARTICLE 6 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

1. Designate **Mr./Ms./Dr.--Insert full name** as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

Add additional paragraphs to describe the work and responsibilities that APHIS will perform or assume under the MOU. To the extent that it is practical, APHIS should provide information, including the address and phone number, of their specific office responsible for activities under this MOU.

2. 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 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.
3. Draft, revise, and publish as needed Scrapie Eradication Program Standards (UMR). The Scrapie Eradication Program Standards will contain cooperative procedures and standards adopted by APHIS and Consistent States for controlling and eradicating scrapie. The Program Standards will be reviewed as needed by representatives of the livestock industry and appropriate State and Federal agencies.
4. Maintain the National Scrapie Database.
5. Indemnify in accordance with 9 CFR part 54.

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 are 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 6306, no member of or delegate to Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom.

ARTICLE 10 – 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 11 – LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this MOU except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

ARTICLE 12 – LAWS, RULES, AND REGULATIONS

All activities will be conducted in accordance with applicable Federal statutes, rules, and regulations.

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 at any time by mutual agreement of the parties in writing, or by either party with sixty (60) days notice in writing to the other party.

ARTICLE 15 – EFFECTIVE DATE AND DURATION

This MOU will become effective upon date of final signature and will continue in effect for five (5) years.

The parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

(Insert Cooperator's Organizational Name)

(Type name/title of signatory)

Date

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

District Director

Date

NOTE: Some of the MOU narrative should be on the signature page along with the agreement number. Make sure the signatory officials' names are typed for legibility.

If this is a District MOU (i.e., Scrapie, CWD), the District Director will be the Signatory Official.