

Instructions (delete upon drafting): Verbiage in red/highlighted font should be completed in drafting. Verbiage highlighted in blue is the default option but can be changed if needed.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Insert Official Facility Name/Official Facility Owner (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES (VS)

ARTICLE 1 – PURPOSE

Though this MOU, APHIS/VS approves the **Official Facility Name, Full Facility Address** as a permanent, privately-owned equine import quarantine facility, provided the Cooperator continues to meet all responsibilities and other criteria listed in Articles 4, 6 and 7 below. The Cooperator also acknowledges that APHIS/VS will, 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 ensure that they meet the Department's quarantine requirements before release into the United States and to determine compliance with this MOU.

It is the intention of the two parties that such cooperation shall be for their mutual benefit and the benefit of the people of the United States.

ARTICLE 2 – BACKGROUND

The Cooperator has submitted a written application seeking APHIS/VS' approval of a privately owned equine import quarantine facility at the **Official Facility Name, Full Facility Address**. VS personnel responsible for APHIS operations in the area have reviewed the application and determined that sufficient APHIS/VS resources will be available to provide adequate oversight of the proposed facility. APHIS/VS has also conducted a facility review and inspection, to determine 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

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.

APHIS/VS is authorized pursuant to the Animal Health Protection Act (7 U.S.C. 8301 et seq.) to regulate the general introduction, importation, and/or entry of livestock, avians, and various other species of animals into the United States, in order to prevent the introduction of animal, and poultry, livestock diseases into the United States.

ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator 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.
2. Operate the quarantine facility in accordance with all Federal Laws and regulations, including, but not limited to, 9 CFR 93.308 through 93.313, APHIS Memorandum No. 591.72, dated September 14, 2011, and APHIS Veterinary Service Guidance Documents 13407.1 and 13412.1 dated January 26, 2018 and April 11, 2017 respectively.
3. Maintain the facility in good repair, provide adequate personnel to maintain the facility, and to provide for the proper care and feeding of the equines.
4. Ensure shipments are kept biologically separate from each other, by controlling 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.
5. Maintain a security **fence/perimeter** that can be locked and encompasses the entire quarantine facility. The perimeter must be of sufficient design, as determined by APHIS/VS, to prevent the entry of unauthorized people and animals from outside the facility, and to prevent the escape of the equines under quarantine restrictions, from exiting the facility. The facility and security **fence/perimeter** are kept locked and secure at all times. If the security perimeter is breached or otherwise found to be inadequate, the Cooperator must provide corrective actions, and/or install a security fence as typically mandated.
6. 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.
7. 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 the designated APHIS/VS representative(s) must both be notified if the alarm is triggered.
8. Immediately report any breaks or suspected breaks in security to the designated APHIS/VS representative.
9. Keep all loading/unloading docks and/or ramps clean, free of debris, and hazardous conditions. The Cooperator must clean and disinfect any multi-use loading dock, ramp, room, hallway or alleyway (i.e., a loading dock or hallway used to receive and release equine shipments; or a hallway/alleyway used to exercise animals from different consignments) immediately after it

- has been used for the incoming animal shipment, or initial purpose. A cleaning and disinfection log must be maintained for these common areas, available for APHIS/VS review.
10. Ensure each lot of equines (i.e., animals arriving as a single shipment) is held separately in the facility on an "all-in, all-out" basis (i.e. none of the equines from a single lot can leave until all animals in that lot have satisfied the quarantine requirements). This also involves handling shipments based on a triage system, based on assumed risk (ie. animals released are handled first, followed by healthy animals (oldest arrival to newest), then animals with fevers or other signs of disease, and finally animals with positive or suspect test results). Physical barriers that prevent contact with other lots of equines and their discharges must be used to keep lots separate. Each lot must have its own separate storage areas for supplies and equipment for sanitation and pest control. Any area that has held quarantined equines, must be cleaned and disinfected after each use and before a new lot may enter the area. Employees handling imported equines, may not also handle equines for export on the same day, unless they shower and change clothing between activities, and the process is chronicled on a log that is available for APHIS/VS review.
 11. Provide clean footbaths with disinfectant at all entries/exits to quarantine, and the respective lot containment areas.
 12. Provide and use separate isolation stalls available for equines exhibiting signs of illness.
 13. Provide APHIS/VS personnel adequate examination space, along with a sufficient quantity of adequately trained facility personnel, with appropriate equipment or tools, to safely restrain equines, during the collection of test samples and physical inspection process. In addition, the Cooperator must provide a lockable office/laboratory space with a centrifuge, refrigerator, and freezer, to be used for recordkeeping, document preparation, sample preparation, packaging, and potential storage.
 14. Provide adequate storage within the facility for supplies and equipment needed for the quarantine, with separate secure storage for pesticides, medical, and/or other biological supplies.
 15. Provide sufficient feed and bedding for the equines, 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 affected with fever ticks, as identified in 9 CFR 72, or otherwise further amended by APHIS.
 16. Ensure the facility contains and uses designated work areas for repairing equipment and the cleaning and disinfecting of equipment.
 17. Maintain double-screens, mesh, or filters on windows, and on other permanent openings, which expose the interior of the quarantine facility to the surrounding environment. The mesh, screens, or filters must be easily removed for cleaning, and must be of a size sufficient to prevent pests, insects, and other vectors of livestock diseases, from entering or leaving the facility. The interior and exterior screens, mesh, or filters must be separated by a width of at least 3 inches.
 18. Ensure all floors and walls that have contact with equines 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 equines. Flooring must be skid resistant and provide adequate drainage
 19. Provide stalls of sufficient size to allow each animal to make normal postural adjustments, and provide adequate freedom of movement.

20. Maintain aisles for moving equines, which are wide enough to prevent equines in adjoining stalls from physically contacting equines in access aisles, and allow safe movement, including adequate space for equines to turn around.
21. Provide indoor cooling, heating, and ventilation that controls the ambient temperature, humidity, and odors at safe levels for equines 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 equine holding area, the design must minimize cross-contamination of air between separate lots.
22. Provide adequate lighting throughout the facility, facilitating the visual inspection of equines.
23. Provide a fire alarm and voice communication system in both quarantine and non-quarantine areas, such as break rooms, offices, etc. Such communication system shall not interfere with the maintenance of the biological security of the quarantine area. The facility shall also be equipped with smoke detectors and fire extinguishers placed at multiple sites.
24. 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. For off-site necropsy arrangements, the Cooperator is responsible for the costs, monitoring, and logistical arrangements, associated with the bio-secure movement of the carcass, after obtaining permission from the designated APHIS/VS representative(s). The Cooperator is also responsible for the costs, and logistical arrangements, associated with APHIS/VS oversight of the necropsy, and eventual disposal at the destination facility. In the event of an off-site necropsy, the Cooperator will use Facility Name in City, State. The necropsy will be performed under BSL-2 or 3 containment. Following the necropsy, the carcass will be disposed of method of disposal on site or at location.
25. Provide at least one unisex shower, for use by one individual at a time, or two walk-through showers (one for men and one for women), with an anteroom on either side for clothes storage and changing. The shower and changing area must be located at the entrance of the facility prior to entering the quarantine and/or necropsy areas. Clean towels and clothing must be staged on the clean side with a receptacle to collect clothing worn in the quarantine area, on the dirty side. The operator is responsible for properly cleaning and/or disposal of soiled and contaminated laundry used in the facility, and for making sure the showers are stocked with soap, maintained in a hygienic state, and used by anyone entering or exiting the respective quarantine or necropsy area when animals, animal carcasses, or animal excretions/secretions are present, and/or until APHIS/VS provides a derogation.
26. Provide permanent restrooms in both the non-quarantine and quarantine areas. The quarantine facility must have a functional laundry, located within the quarantine area.
27. Use equipment and supplies to adequately maintain the facility in a clean and sanitary condition, including the control of 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.
28. 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.
29. Ensure the facility appropriately disposes of waste (including manure, discharges, and bedding) in leak proof bags and containers. Wastewater or other liquid wastes must drain to a municipal or septic waste treatment system, and cannot be discharged untreated to the exterior of the quarantine facility. All waste from the quarantine must be disposed of in a manner to prevent release of pathogens to the environment. The disposition of such material shall only

be under the direction and supervision of APHIS/VS. Waste must be handled as regulated garbage while equines are in quarantine. Regulated garbage must be disposed of by incineration, by discharge into the public sewer, or other method authorized by the Administrator (in accordance with applicable federal, state or local waste disposal requirements) to prevent the spread of disease during a quarantine period. Alternatively, waste may be held on site until all equines, in the respective lot, have completed and been released from quarantine restrictions, 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. If the on-site incinerators are not functional, the Cooperator will utilize their contract with **Company Name** for any incineration activities. In the event the incinerator is on a local site away from the quarantine facility, an APHIS/VS representative must be present to provide direct oversight for all transfer of materials to the incinerator, at the cost of the Cooperator. Such transfers must be made in a biosecure manner to prevent release of pathogens to the environment during transport, in accordance with all applicable local, State, and Federal regulations.

30. 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/VS.
31. Provide a telephone number that APHIS/VS can use, for contact at any time.
32. Maintain and provide APHIS/VS with an updated list detailing the authorized personnel, employed by the Cooperator, who will be used to handle and care for equines in the quarantine facility. The list will chronicle the legal names and current residential addresses of the authorized personnel. The list will be updated for any changes in, or additions to, the authorized personnel, in advance of such personnel working in the quarantine 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/VS representatives pertaining to quarantine operations.
33. Ensure that only the facility owner, or designated operator, grants facility access to APHIS/VS representatives and others specifically authorized to work at the facility for the purposes of: inspecting equines in quarantine, completing operational tasks at the quarantine facility, verification of compliance with the Standards for quarantine facilities and handling procedures for importation of equines (contained in title 9, Code of Federal Regulations, §93.308 through 93.313). Other individuals, not in the two aforementioned groups, may be permitted access under the direct supervision and oversight of APHIS/VS, to be arranged in advance with the designated APHIS/VS representative(s). The Cooperator must ensure all visitors and employees adhere to all biosecurity standards in effect at the facility when entering and leaving the facility. Anyone granted access to the quarantine area: must shower before leaving the quarantine or necropsy area; must wear the clean protective work clothing and footwear (and applicable birdfootwear); must either wash their hands with an approved sanitizing agent, or use disposable gloves, when handling sick animals; must change protective clothing, footwear, and gloves when they are soiled or contaminated; and must limit contact to only one lot of animals.
34. Display easily visible signs at all entrances, designating the quarantine area, which clearly identifies the prohibited 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 equines outside of the quarantine facility during the quarantine period, until the equines under quarantine are

- released for entry into the United States, or if from a country with FMD, no contact with any livestock for seven days. Any employee entering quarantine, who cannot sign such an affidavit (or has outside contact with any other species in quarantine), must shower into and out of the quarantine. These employees must also sign an agreement stating that they will immediately inform their supervisor if any of the animals with which they have contact with are, or appear to be, affected by a potential contagious condition. Permanent employees must sign a new affidavit annually. The affidavits must be kept at the facility for APHIS/VS' review. Visitors must be catalogued in a logbook, which must be kept at the facility for APHIS/VS' review.
35. Dedicate equipment to the quarantine facility, or to a specific area within the facility, which will be used with a single lot. All equipment in the facility, or its specific areas, must be cleaned and disinfected at the end of the quarantine period, before use with a new lot.
 36. Ensure all vehicles are cleaned and disinfected before entering or leaving the area within the security perimeter, or any quarantine area.
 37. Immediately report any suspected illness or death of a quarantined equine to APHIS/VS, to schedule a time for APHIS/VS and the accredited veterinarian to assess an ill equine, and to notify APHIS/VS as soon as possible of any other emergency. If anti-inflammatory or fever-reducing drugs, such as phenylbutazone (Bute) or flunixin meglumine (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 (in a 24 hour window), mandatory for release, can be established. This 24-hour washout from anti-inflammatory medication applies to equines receiving anti-inflammatory drugs for pain or injury. If an equine with a medical condition that requires continued treatment is imported, then release from quarantine will be delayed accordingly. If no fever reducing drugs are used, but the quarantined animal has a fever, then the first of three normal temperatures in the 24 hour window, resets to the subsequent APHIS/VS verified normal temperature of 101.5 or below.
 38. Record in a daily log all personnel moving to and from the facility.
 39. Keep all records related to the quarantine for at least three (3) years after the release of the animals and make these records available to APHIS/VS upon request.
 40. Suspend (and/or discharge, as applicable) any employee determined by APHIS/VS under Article 5, Section 11 to merit suspension or discharge.
 41. Either not operate as a paid agent (broker) for the importation or subsequent sale of equine animals, or to keep that business entirely operationally separate and distinct from the equine import quarantine business.
 42. Directly apply, or remind the importer of record for the equine to apply for an import permit, no less than **7-10 days** before the proposed date of entry of the equine into the quarantine facility. The import permit will not be issued unless a unique facility specific reservation number is provided on the application, confirming quarantine space is available. Applications must be submitted electronically via ePermit at <https://epermits.aphis.usda.gov/epermits> or via email to APHIS, Veterinary Services **Port Office Name and Email Address**. APHIS/VS is not responsible for ensuring duplicate permits are not filed by the Cooperator, and importer of record, resulting in the forfeiture of the permitting user fees.
 43. Submit a request for service no less than 3 business days before the proposed date of entry of equines into the facility, to APHIS, Veterinary Services, **Full AIC / Port Office Address**. Requests may also be submitted via email, or phone, with the respective office. Before approval can be granted, a veterinary medical officer of APHIS/VS must inspect the facility to determine whether it complies with the standards set forth in this MOU. Approval of any

quarantine facility may be withdrawn at any time by APHIS/VS, upon determination that any requirements of this MOU are not being met. All services that are not properly requested on time, are subject to compliance assistance fees for processing. In the event of inadequate notice, services cannot be guaranteed.

44. Once an import permit has been issued, and services have been confirmed with the **Location** VS office, the Cooperator is held responsible to provide the service.
45. In the event that an equine must be treated medically or surgically the Cooperator must have an approved referral hospital which meets physical requirements of quarantine as outlined above, or a plan in place for intensive medical hospitalization and treatment with the quarantine facility.
46. Establish a User Fee Credit Account with APHIS/VS for the **Official Facility Name** Quarantine Facility. User fees for any services rendered by APHIS/VS will be calculated at the user fee rate listed in 9 CFR Part 130. The Cooperator is liable for payment of these fees in accordance with 9 CFR 130.50 and 130.51 (User Fee Credit Account, money order, or credit card). Upon receipt of the monthly statement from APHIS/VS the Cooperator will send payment to defray all costs incurred by APHIS/VS in providing services.

ARTICLE 5 – APHIS/VS RESPONSIBILITIES

APHIS/VS agrees to:

1. Designate **Mr./Ms./Dr.--Insert full name** as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
2. Provide the Cooperator with pertinent revised or newly issued memorandums, applicable written guidelines and/or directives, to clarify regulatory ambiguity, when possible.
3. 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 equines being imported, to ensure that they meet the Department's quarantine requirements before release into the United States.
4. Issue import permits in **7-10** working days following receipt of the permit application, depending upon the availability of personnel to provide the services required for quarantine, and all requirements are met.
5. Inform the Cooperator of whatever tests and procedures may be deemed necessary to ensure the quarantined equines are free of communicable livestock diseases.
6. Physically monitor all import quarantine operations. This includes, but is not limited to, inspecting arriving equines, identifying the equine and its accompanying import certification, collecting required serologic testing, examining equines for external parasites and screwworms, performing monitoring, and interpreting/reporting routine diagnostic tests.
7. Provide direct oversight of any incineration, and/or necropsies, performed at sites away from the quarantine facility, subject to applicable user fees.
8. Re-inspect the facility after each shipment, before arrival of the subsequent shipment, to verify the operator has cleaned and disinfected the affected area(s) adequately, in compliance with quarantine guidelines. Direct APHIS/VS supervision of each cleaning and disinfection is not required once the operator has demonstrated how the procedures will be carried out, and

APHIS/VS has established a record of compliance verifying strict adherence to those procedures.

9. Place seals on entrances or exits as a safeguard, in the event of any security or biosecurity breaches, of which APHIS/VS becomes aware, and the corrective action or preventative measures provided by the facility are deemed unacceptable by APHIS/VS. [Note: If for any reason, intentional or otherwise, anyone other than an APHIS/VS representative breaks the seals, the Cooperator must notify APHIS/VS immediately. An APHIS/VS representative must then immediately account for all equines in the facility.]
10. Inform the Cooperator when a diagnosis of disease of concern has been made in the facility. If a communicable disease is diagnosed in the quarantined equines, APHIS/VS may require that a bonded security company provide coverage to ensure the security of the facility.
11. 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.
12. Notify, in writing, the Cooperator of any designated employee which APHIS/VS 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. Such determination by APHIS/VS shall be based upon an employee's committing, or aiding and abetting in the commission, of any violation of title 9, Code of Federal Regulations, part 93. Subsequent to any notice of suspension, the designated employee shall have the right to request an immediate review of such action by APHIS/VS, provided such request is made within 30 days of the receipt of the aforementioned written notice. The employee's option includes presenting his or her views to APHIS/VS in an informal or formal conference. If APHIS/VS makes a final determination that grounds exist to suspend or discharge the employee, APHIS/VS shall notify the Cooperator and the suspended employee of that determination, in writing. The Cooperator further agrees to suspend any designated employee from working at a quarantine facility when APHIS/VS has reason to believe that such employee has violated any provision of title 9, Code of Federal Regulations, part 93, and the Administrator has determined that the actions of such employee constitute a severe threat to introduce or disseminate a communicable disease of off, poultry or other livestock into the United States.
13. Provide the Cooperator with a consolidated monthly billing statement that will summarize all APHIS Form 81 "Statement of Services" charges incurred by the Cooperator. The monthly statement will also include all collections received during the month.

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. As the Cooperator has identified an interest in quarantining equines as a single lot within a single bay, and an individual lot within a single stall inside of a single bay, they must reliably demonstrate adequate biosecurity practices maintaining distinct separation between the different lots, housed in the respective arrangements (ie. between each single stall within the bay, and/or between the various bays). The Cooperator must implement a process to delineate how the equines within a bay are currently being quarantined, clearly visible to all individuals before

they enter the bay. Once a bay is designated for a single lot, or for individual lots within single stalls, the status of the bay cannot be changed until all quarantined animals within have been released by APHIS/VS. Equines of different diseases statuses (eg. those eligible for 3-day versus 7-day quarantines) cannot be housed in a single bay. If the Cooperator is unable to demonstrate or maintain adequate biosecurity practices, the pilot of quarantining equines as an individual lot within a single stall, inside of a single bay, will be revoked.

2. All quarantined equines will be subjected to tests as deemed necessary by APHIS/VS, including APHIS VS Guidance Document 13407.1 dated January, 26, 2018. This is to determine their freedom from disease, and general health status, prior to the release of the equines, including but not limited to Dourine, Glanders, Equine Piroplasmiasis, and Equine Infectious Anemia. The costs for such testing will be at the expense of the Cooperator, or importer of record. If the importer is responsible for the expense, and they do not have an established User Fee Account, the Cooperator must notify them, and obtain payment information for APHIS/VS, otherwise APHIS/VS will inform NVSL to reconcile charges to the Cooperator's User Fee Account. The only approved laboratory for import testing, is the National Veterinary Services Laboratory in Ames, IA. User fees associated with the collection of diagnostic specimens are the responsibility of the quarantine facility. Delays in testing, logistical issues, and non-negative results will impact the release eligibility of a lot, and thus may result in the facility's ability to accommodate subsequent lots. No additional testing will be permitted for animals under quarantine restrictions, until non-negative results are obtained. After non-negative results are obtained, additional testing on equines that have not cleared other import requirements, may be permitted on a case by case basis, after obtaining approval from the designated APHIS/VS representative(s).
3. APHIS/VS may extend a quarantine period as needed to determine the health status of the animals involved before their release.
4. Equines will be transported from the port of entry to quarantine facility under seal, or under the direct oversight of APHIS/VS, in leak-proof containers, or vehicles (vans) that are then cleaned and disinfected with an approved disinfectant. The following disinfectants are permitted: Sodium carbonate (4 percent) plus sodium silicate (0.1 percent) in the proportion of one pound of sodium carbonate plus sodium silicate to three gallons of water; 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; Virkon S formulated according to the manufacturer's instructions; and Accel INTERVention formulated according to the manufacturer's instructions.
5. Equines' hooves must be cleaned and disinfected with Accel INTERVention, Virkon S, or a 4% solution of sodium carbonate at the quarantine facility, or before being loaded at the port for transportation to the quarantine facility. The facility is responsible for ensuring products used on animals are approved, and do not cause harm. Footwear of accompanying personnel must be inspected at the port, and disinfected if soiled.
6. Equines must be free of ticks or other external parasites. Equines must be sprayed with an Atroban 11.0 percent emulsifiable concentrate (one pint to 25 gallons of clean water) or other effective acaricide approved by APHIS/VS. The false nostril and external ear canal must also be examined and treated for ectoparasites by the Cooperator under the supervision of APHIS/VS. 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. Equines must be sprayed with a virucidal agent against FMD. The most commonly used compound is acetic acid (vinegar), however the facility may use another product such as Accel INTERVention, providing they have ensured the product of choice is approved, and safe for use on animals. The acaricide or virucidal treatment must be permitted to dry, before the other is applied to the animal.
8. While in quarantine, equines must be inspected at least daily by an APHIS/VS representative; their temperatures must be taken and recorded at twice 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. Temperatures may not be taken closer than 4 hours apart, and the initial and final temperature must span the 24 hour window.
9. Tack and accompanying equipment may be subjected to APHIS/VS inspection upon arrival at the port of entry, or at the quarantine facility, and will be subjected to any mitigation needed as a precautionary measure against the introduction of FMD or any other disease exotic to the United States.
10. Cleaning and disinfection of equipment, supplies, stalls, and transport vehicles will be done under supervision of APHIS/VS personnel.
11. No equines may be bred during quarantine and the collection of germplasm during quarantine is prohibited.
12. Equines may not be vaccinated prior to the completion of APHIS/VS quarantine.
13. Equines still under import restrictions, which require specialized medical attention, or necropsy, may be moved to another approved site, (clinic, lab, or institution) on a case by case basis. APHIS/VS must approve of the movement in advance, and the approved facility typically requires an initial inspection, or annual inspection for recertification.
14. APHIS/VS representatives do not need to be physically present during routine facility operations. Routine facility operations currently include daily husbandry/care, additional monitoring beyond APHIS/VS' requirements, and cleaning/ disinfection (once a record of compliance has been achieved).
15. Approval for a privately owned and operated quarantine facility, already in operation, may be withdrawn at any time by APHIS/VS as stated in 9 CFR 93.308. APHIS/VS may suspend or revoke its approval of the facility. Providing the facility is found at any time by APHIS/VS, to not be in compliance with the regulations; APHIS Memorandum No. 591.72, dated September 14, 2011; this MOU; or if an outbreak of a communicable disease is not adequately prevented, contained, or eliminated. APHIS/VS will document in writing to the Cooperator any suspension or revocation of facility approval.
16. APHIS/VS can arrange to provide alternative quarantine services for an equine shipment if it determines operation of the facility is significantly deficient. The Cooperator can request in writing from APHIS/VS a copy of an inspection report relating the deficiency.
17. The number of equines quarantined at the facility will not exceed the maximum capacity of forty-eight # equines. The quarantine facility currently has # bays, of # stalls each. Each shipment must be placed in on an "all-in-all-out" basis, whereby separate lots of equines can be received and housed without contact with any other lots being quarantined at the facility. The import quarantine portion of the facility cannot be used for export purposes.
18. 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/VS. Every effort will be made to have an APHIS/VS inspector present even during these emergencies.

19. Arrangements for disposing of the entire lot, if the need arises, must be approved by the designated APHIS/VS representative(s).

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 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; but this provision shall not be construed to extend to this MOU if made with a corporation of its general benefit.

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 U.S.C. 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 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 thirty (30) days notice in writing to the other party.

ARTICLE 15 – EFFECTIVE DATE AND DURATION

OPTION 1:

This MOU will become effective upon date of final signature and will continue in effect for one year.

OPTION 2:

This MOU will become effective upon date of final signature and will continue in effect through (insert month, day, and year--ending date must not exceed 1 year from date of final signature).

A new MOU will need to be filed at or prior to the expiration of the previous MOU.

Insert Cooperator's Organizational Name

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: _____

UNITED STATES DEPARTMENT OF AGRICULTURE

ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES

Port Services Director

Date