MEMORANDUM OF UNDERSTANDING
BETWEEN

_____

AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
VETERINARY SERVICES (VS)
CHRONIC WASTING DISEASE HERD CERTIFICATION PROGRAM

ARTICLE 1- PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the _____ (enter the name of the State and the name(s) of the State agency(ies) having authority for farmed or captive cervids such as Department of Agriculture, Fish & Game, Department of Natural Resources, etc) and the USDA Animal and Plant Health Inspection Service (APHIS) is to establish roles and responsibilities necessary to implement and maintain a voluntary Chronic Wasting Disease (CWD) Herd Certification Program (HCP) that meets minimum federal standards. By adhering to these standards, owners of farmed/captive deer, elk, and moose herds can certify their herds to be at low risk for CWD, which will reduce the risk for further spread of CWD through interstate commerce.

ARTICLE 2- BACKGROUND

The _____(Name of State and Department of Agriculture and/or other state agency having authority for farmed/captive cervids) is responsible for regulating farmed/captive cervids in the State of _____. CWD, a transmissible spongiform encephalopathy (TSE), is a fatal disease of deer, elk, and moose. The first known case of CWD in U.S. farmed/captive elk populations was discovered in 1997 in South Dakota. To date, CWD positive cervidae have been found in farmed or captive deer and elk herds in at least 13 states.

Epidemiological investigations have indicated that exposed animals from a single CWD positive case can be located in multiple herds in several different states as a result of commerce activities. CWD also occurs in wild deer, elk, and moose, and the presence of the disease in wildlife populations can impact the farmed/captive cervid industry. These events, the desire to prevent spread of this disease in both farmed and wild animal populations, and the desire to assure a quality product that can compete in the global market place have provided motivation to establish federal standards for a voluntary CWD HCP intended to prevent and control the risk of CWD transmission in our farmed/captive deer and elk populations. This goal can be best achieved through federal-state-industry cooperative efforts.

ARTICLE 3- AUTHORITIES

Authority exists under the Animal Health Protection Act (7 U.S.C. 8301 through 8317) for APHIS to cooperate with States, political subdivisions thereof, Native American Tribal Nations, farmers' associations and similar organizations and individuals, to control and eradicate, communicable diseases of livestock or poultry.

ARTICLE 4- OBJECTIVES

1. To prevent and control the risk of CWD transmission in farmed and captive cervid herds through the establishment of minimum federal standards for a voluntary CWD HCP.

2. To communicate with and to inform practicing veterinarians, cervid herd owners, and other stakeholders about the federal standards for APHIS approval of a State's CWD HCP, and about prevention and control of CWD.

3. To establish guidance to CWD HCP participants related to (a) detection and diagnosis of CWD infected animals, (b) tracing of CWD infected animals to their source herds and premises of origin, (c) conducting epidemiological investigations,(d) development of herd/premises plans, and (e) proper cleaning and decontamination procedures for CWD affected premises.

ARTICLE 5- MUTUAL AGREEMENT

The State _____ (Name of State and Department of Agriculture and/or other state agency having authority for farmed/captive cervids) and APHIS agree that:

The work contemplated by this MOU is subject to the provisions of existing laws and regulations. If consistent with and required for cooperative purposes, the work may include such operations as:

- Establishment and maintenance of certified herds
- Conducting herd and premises inspections and inventories
- Animal handling and identification
- Sample collection and testing
- Quarantine, euthanasia, depopulation, and/or culling of animals
- Cleaning and disinfection of premises
- Biosecurity, 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 a herd certification program for the prevention and control of CWD. Equipment purchased from Federal funds shall remain the property of the United States Department of Agriculture subject to removal or other disposition at any time. Equipment purchased from State funds shall remain the property of the State, subject to its disposition.

ARTICLE 6- STATE RESPONSIBILITIES

The State _____ (Name of State and Department of Agriculture and/or other state agency having authority for farmed/captive cervids) agrees to:

- Identify which State agency (or agencies) has/have authority for farmed cervids in the State and to be signatories to this MOU.
- Designate at least one State animal health or State wildlife official to coordinate CWD Herd Certification Program activities in the approved State. A person selected to serve as the Designated Epidemiologist (DE) in the State is recommended. The CWD coordinator and the DE can be the same person.
- Require enrolled herd owners to:
    - Maintain perimeter fencing adequate to prevent ingress or egress of cervids.
    - Immediately report to a State or APHIS representative all animals that escape or disappear, and all deaths (including animals killed on the premises or sent to slaughter) of deer, elk and moose aged 12 months or older, and make carcasses available to the State or APHIS for tissue sampling and testing in accordance with instructions from the State or APHIS.
    - Report (a) any animal suspected of having CWD; and (b) test results for all animals tested for CWD to Federal and/or State animal health officials and State wildlife authorities.
    - Maintain herd records that include a complete inventory of animals that states the species, age and sex of each animal; the date of acquisition and source of animals not born into the herd; the date of disposal and/or destination of animals removed from the herd; and all individual identification numbers associated with each animal.
    - Present all animals in the herd to representatives of the State or APHIS, at the request of the State or APHIS, in order to conduct a “hands-on” inventory so that the owner’s inventory records can be confirmed and/or reconciled by the State or APHIS.
    - Introduce only animals into the herd from herds that are the same or higher status in the CWD HCP in order to maintain existing status.
- Require based on State law or regulation, and effectively enforce official identification of all animals in herds participating in the CWD Herd Certification Program; document any non-compliance with this requirement.
- Require tissues from all CWD positive or CWD exposed and suspect animals to be submitted to a laboratory approved by APHIS to conduct official CWD tests.
- Restrict the movement of all CWD positive, CWD suspect, and CWD exposed animals by issuing quarantines or hold orders; conform to minimum program timeframes for quarantines and holds; enforce movement restrictions, and document any non-compliance with these restrictions.
- Effectively implement, monitor and enforce State quarantines or hold orders and State reporting laws and regulations for CWD; enforce the quarantines or holds, and document any non-compliance with quarantines or holds.

- Designate herds as CWD positive, CWD exposed, or CWD suspect, and restrict movement of animals from such herds promptly after a State or APHIS official representative determines that the herd contains or has contained a CWD positive, exposed, or suspect animal.
- Place all known CWD positive and CWD exposed herds under movement restrictions, with movement of animals only for destruction (including slaughter) or for research. CWD positive and CWD suspect animals may be moved only for transport to an approved research facility or for purposes of destruction (including slaughter) under the direction of the State and/or APHIS.
- Promptly conduct an epidemiologic investigation of CWD positive, CWD suspect, and CWD exposed herds within 7 business days of notification, and identify animals to be traced in accordance with APHIS recommended guidelines. Test animals that are epidemiologically important to a CWD investigation. This may be at the owner's expense.
- Perform trace backs of CWD positive animals and trace outs of CWD exposed animals and report any out-of-State traces to the appropriate State within 45 days of receipt of notification of a CWD positive animal; and
- Perform trace backs based on slaughter sampling promptly following confirmation by the National Veterinary Services Laboratory of any CWD positive animal at slaughter.
- Require disposal, by an APHIS approved method, of the carcasses of CWD positive and CWD suspect animals; enforce and document any non-compliance with these requirements.
- Remove(s) herd movement restrictions only after completion of agreed upon herd plan.
- Educate those engaged in the interstate movement of deer and elk regarding the identification and recordkeeping requirements of this regulation (9 CFR Part 81).
- Maintain in the CWD National Database administered by APHIS, or in a State database equivalent to the CWD National Database, the State's:
    - Premises information and assigned premises numbers;
    - Individual animal information on all deer and elk in herds participating in the CWD Herd
    - Certification status in the Approved State HCP;
    - Individual animal information on all out-of-State deer and elk to be traced; and
    - Accurate herd status data including any suspensions, investigations, sales, etc..

  If data is maintained in the approved State's database, then it will be made available to APHIS upon request.

ARTICLE 7- APHIS RESPONSIBILITIES

APHIS agrees to:

- Review and approve states' applications for approval of their State CWD HCP. Periodic reviews of Approved State's compliance with federal standards may be conducted by APHIS if resources and funding are available.

- Approve NAHLN laboratories to conduct official CWD testing. Official testing will be conducted at an approved laboratory designated by APHIS or at the National Veterinary Services Laboratories.
- Conduct confirmatory CWD testing on presumptive CWD positive tissues from farmed/captive and free-ranging cervids that were initially tested at approved laboratories.
- Serve in an advisory role regarding CWD positive herd management and provide assistance, based on availability of resources, with state epidemiological investigations of CWD positive, CWD suspect, and CWD exposed herds where possible.
- Revise and publish, as needed, the CWD HCP Program Standards. The CWD HCP Program Standards will contain required procedures, standards, and guidance adopted by APHIS and Approved States for the CWD herd certification program. These Program Standards will be reviewed at least every 3 years by APHIS, Approved States, cervid industry representatives, and other appropriate stakeholders. Suggestions for revisions and updates will be considered by APHIS.
- Work to develop and maintain the IT hardware, telecommunications, and IT security necessary for a CWD National Database.

ARTICLE 8- STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this Memorandum of Understanding (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 in carrying out the purpose of this MOU. Transfer of funds or items of value is not authorized under this MOU.

ARTICLE 9- LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This MOU also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution. 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 10 - 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 there from.

ARTICLE 11 - AMENDMENTS & TERMINATION

This MOU may be amended or terminated by either party upon submission of a written request for consideration by the other party no less than sixty (60) days prior to the proposed effective date.

ARTICLE 12 - EFFECTIVE DATE & DURATION

This Memorandum of Understanding will be in effect upon date of final signature. It will continue for five (5) years from the date of final signature and may be renewed.

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

NAME: _____
TITLE: _____

SIGNATURE: _____
DATE: _____

STATE of _____
DEPARTMENT OF _____

NAME: _____
TITLE: _____

SIGNATURE: _____
DATE: _____

STATE of _____
DEPARTMENT OF _____

NAME: _____
TITLE:_____

SIGNATURE: _____
DATE: _____