

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
***ADD NAME OF STATE AND AGENCY HAVING AUTHORITY FOR FARMED/CAPTIVE
CERVIDS*** (COOPERATOR)
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 making animals eligible for interstate commerce.

ARTICLE 2 - BACKGROUND

The *{Add name of State and agency having authority for farmed/captive cervids}* is responsible for regulating farmed/captive cervids in the State of *{Add name of State}*. CWD, a transmissible spongiform encephalopathy (TSE), is a fatal disease of animals in the genera *Odocoileus*, *Cervus*, and *Alces* and their hybrids, i.e. deer, elk, and moose.

The goal of the CWD Herd Certification Program (HCP) is to provide a consistent, national approach to control the incidence of CWD in farmed cervids and prevent the interstate spread of CWD. This goal is accomplished through the establishment of the national CWD herd certification program and interstate movement requirements for CWD-susceptible cervids found in title 9 of the *Code of Federal Regulations* (CFR) parts 55 and 81.

The HCP is a cooperative effort between the Animal and Plant Health Inspection Service (APHIS), State animal health and wildlife agencies, and farmed cervid owners. APHIS coordinates with these State agencies to encourage cervid owners to certify their herds and comply with the CWD Herd Certification Program Standards.

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.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Cooperator 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 the spread 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 5 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

OPTION 1:

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.

OPTION 2:

1. Designate, in writing, an authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

(Insert the following paragraph when APHIS or USDA information technology resources are involved in the project covered by the agreement.)

2. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Departmental Manual 3140-001, “Management ADP Security Manual; APHIS Directive 3140.2, “APHIS Electronic Mail and Security and Privacy Policy”; APHIS Directive 3140.3, “APHIS Internet Use and Security Policy”; and APHIS Directive 3140.5, “APHIS Information Systems Roles and Responsibilities”. The Cooperator will not download any material bearing a copyright (i.e., pictures, movies, or music files) nor access any material defined as inappropriate in these regulations and directives.
3. Identify which State agency (or agencies) has (have) authority for farmed/captive cervids in the State. This agency (agencies) will be signatory(-ies) to this MOU.
4. Identify the State or APHIS official designated to coordinate CWD HCP activities in the State.
5. Apply for renewal of State approval annually by submitting a VS Form 11-2 and a completed annual report to APHIS.
6. Require the prompt reporting of any animal suspected of having CWD to the appropriate State agency. Require that test results for any animals tested for CWD be forwarded to State and/or Federal animal health authorities. Initiate investigations within 7 business days. Monitor and enforce State reporting requirements for CWD. Document any noncompliance.
7. Implement education of those engaged in the interstate movement of farmed or captive cervids regarding the identification and recordkeeping requirements of 9 CFR part 81.
8. Require official identification of all animals in herds participating in the CWD herd certification program. Monitor and enforce these identification requirements. Document any noncompliance.
9. Regularly monitor compliance of HCP enrolled herds with program requirements as described in 9 CFR 55.23(b) and Part A of the CWD Program Standards. This includes, but is not limited to:
 - a. Annual herd and premises inspections;

- b. Verification of required CWD surveillance; and
 - c. Physical inventories of enrolled herds at least every 36 months.
 - d. Document any non-compliance of participating herds with program requirements. Consider reducing herd status for repeated or egregious noncompliance with program requirements.
10. Maintain the following information in a State database in an accurate and timely manner:
- a. Premises information, assigned premises numbers, and owner information (location, address, and contact information) for all farmed or captive cervid herds participating in the CWD HCP in the State.
 - b. Program status of all enrolled herds.
 - c. Any restrictions to herd statuses including designation as a CWD-positive, exposed, suspect or epidemiologically-linked to a positive herd.
 - d. All program actions such as inspections, physical inventories, changes to herd status, depopulation, and adoption of herd plans.
 - e. Individual animal information on all farmed or captive cervid herds participating in the CWD HCP in the State.
 - f. Individual animal information on all out-of-State farmed or captive cervids to be traced.
 - g. Non-compliance of participating herds with program requirements in 9 CFR 55.23(b) and Part A of the CWD Program Standards
11. Designate herds as CWD- positive, CWD- exposed, or CWD- suspect.
12. Promptly restrict movement of animals from CWD- positive, CWD- exposed, or CWD- suspect animals by issuing State quarantines or hold orders that are consistent with program timeframes. Monitor and enforce State quarantines or hold orders. Document any noncompliance.
13. Allow CWD- positive, CWD-exposed, and CWD- suspect animals to only move directly to a recognized slaughter establishment, to an approved research facility, or other location as approved by APHIS on a case-by-case basis.
14. Require that tissues from all CWD-exposed and –suspect animals that die, are depopulated, or are otherwise killed be submitted to an approved laboratory to conduct official CWD tests. Require appropriate disposal of the carcasses of CWD-positive, CWD-exposed, and CWD-suspect animals. Monitor and enforce all testing and disposal requirements. Document any noncompliance.
15. Conduct an epidemiological investigation of CWD-positive, CWD-exposed, and CWD-suspect herds that includes the designation of suspect and exposed animals and that identifies animals to be traced in accordance with 9 CFR part 55 and Part B of the CWD Program Standards. Initiate and conduct tracebacks of CWD-positive and exposed animals.

16. Report out-of-State traces to the appropriate State representative and APHIS employee within 45 business days following notification of a CWD-positive animal.
17. Submit a preliminary report for a newly identified CWD-infected herd that is enrolled in the HCP to APHIS within 7 business days of NVSL confirmation of the CWD-positive animal. Submit a final report for CWD-positive herds that are enrolled in the HCP as part of the State's annual HCP report.
18. Remove herd movement restrictions only after completion of the herd plan as signed by the State, APHIS, and the herd owner.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to:

OPTION 1:

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.

OPTION 2:

1. Designate, in writing, an authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
2. Review and approve applications for approval of State CWD HCP. Provide templates to States for use in annual reporting. Review annual reports to monitor compliance with HCP program requirements and disease control efforts in Approved States. Conduct reviews of Approved State to further monitor compliance with HCP program requirements, as resources are available.
3. Approve National Animal Health Laboratory Network (NAHLN) laboratories to conduct official CWD testing. The National Veterinary Services Laboratories will conduct confirmatory CWD testing on presumptive positive tissues that were initially tested at approved laboratories and testing of samples from CWD-positive, -exposed, and – epidemiology-linked herds.
4. Serve in an advisory role regarding CWD HCP's and CWD case management. Contribute to the development of herd plans, and approve these plans. Provide assistance, based on the availability of resources, with State epidemiological investigations of CWD -positive, CWD- suspect, and CWD -exposed herds where possible.

5. Review and revise the CWD HCP Program Standards, as appropriate. Consider suggestions from APHIS, Approved States, cervid industry representatives, and other appropriate stakeholders when revising.

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 the MOU or to any benefit to arise there from.

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

(Per Information Memo, dated Oct. 1992, OGC recommended that it is not advisable for APHIS to agree to any form of Federal indemnification or release from liability of cooperators for activities conducted under any form of APHIS agreement instruments. However, OGC has informally agreed that APHIS can use the clause where the agency feels

compelled to state the extent to which Congress has surrendered some Federal sovereign immunity.)

APHIS assumes no liability for any actions or activities conducted under this agreement 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 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 years.

***STATE OF {Add name of State}
{Add Name of State agency having authority for farmed/captive cervids}***

(Type name/title of signatory)

Date

***STATE OF {Add name of State}
{Add Name of State agency having authority for farmed/captive cervids}***

(Type name/title of signatory)

Date

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

(Type name/title of signatory)

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.