

Instructions (delete upon drafting): Verbiage in red/highlighted font should be completed in drafting.

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

The purpose of this MOU is to specify the responsibilities of each party in regards to the importation of equines that remain under federal Contagious Equine Metritis (CEM) restrictions, while they compete in an authorized special event, until the equines are subsequently re-exported from the United States or transferred to an approved state CEM quarantine facility. This MOU is only valid for equines participating in **Event Name** to be held in **CEM Isolation Facility Name/ID**, located at **Physical Address (Street, City, State, Zip Code)** for the time period extending from **Month day, year** to **Month day, year**.

This MOU is entered into between **Official Facility Name / Official Facility Operator and Title** hereinafter referred to as the Cooperator, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS), hereinafter referred to as APHIS/VS, with respect to **CEM Isolation Facility Name/ID** at **Physical Address (Street, City, State, Zip Code)**.

Though this MOU, APHIS/VS conditionally approves the **CEM Isolation Facility Name/ID** at **Physical Address (Street, City, State, Zip Code)**, to be used as a temporary CEM isolation facility from **Month day, year** through **Month day, year**, provided the facility meets the requirements for USDA approval and the Cooperator continues to meet all responsibilities and other criteria listed in Articles 2, 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, care and/or handling of equidae, to ensure that the Cooperator and its delegates are meeting the Agency's requirements, in order to remain in 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 an application seeking APHIS/VS' approval of a temporary CEM isolation facility to take place at **Physical Address (Street, City, State, Zip Code)** for the **Event Name** occurring between **Month day, year** to **Month day, year**. This temporary CEM isolation is being established so that equines originating from countries affected with Contagious Equine

Metritis (CEM), a sexually transmitted disease, may compete in the **Event Name** with minimal risk of CEM becoming established and/or transmitted to equines residing within the United States, or approved to enter the United States without further restrictions following the aforementioned event. At the signing of this MOU, APHIS/VS is providing a conditional waiver to authorize equines from countries affected by CEM, to be stabled and isolated in the approved CEM isolation facility that has been inspected by APHIS/VS, and found to meet all current regulatory requirements. The approved facility was inspected on **Month day, year** and determined to have sufficient mitigations in place to reduce the risk of CEM becoming established in the United States and/or transmitted within, or out of, the facility.

APHIS/VS personnel responsible for APHIS operations in the area, have reviewed the application and determined that sufficient APHIS/VS resources will be available, or may be detailed into the location, to provide adequate oversight of the proposed facility during the specified event and time period. APHIS/VS has also determined that the facility design sufficiently meets the requirements of the United States, Title 9 Code of Federal Regulations (9 CFR) 93.301-93.313 and APHIS/VS Memorandum 591.59.

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 in the United States (9 CFR Parts 91, 93.301-93.325, and 130).

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 temporary CEM isolation facility in accordance with all Federal Laws and regulations, including 9 CFR 93.301 through 93.313 and APHIS/VS Memorandum No. 591.59, dated January 7, 2003.
3. Maintain the facility in good repair following the initial APHIS/VS inspection, until released from the requirements of this MOU.

4. Maintain a security perimeter that can be locked and encompasses the entire isolation facility. The perimeter must be of sufficient height (8 feet or more) and design, as determined by APHIS/VS to prevent the unpermitted entry of people and animals from outside the facility, in addition to preventing the escape and/or unauthorized removal of equines still under CEM restrictions. The security perimeter must be kept locked and secure at all times, except when bonded security is posted at the pre-approved entry/exit point. If a distinct security perimeter is not possible, equines will be sealed by APHIS/VS into individually approved stalls. In the event that the security perimeter or individual stalls are breeched, or otherwise found to be inadequate, the Cooperator must provide corrective actions, including proposed modifications to ensure adherence to APHIS/VS requirements.
5. Ensure equines segregated within the facility are kept biologically separate, and to prevent the spread of disease to other equines stabled nearby or within the facility, by controlling surface drainage and the flow of effluence into, within, and/or from the facility.
6. Provide stalls that can be cleaned and disinfected and are of structurally sound and sturdy design to safely contain equines. The individual stalls may be permanent or temporary, must be securable to prevent unauthorized entry or escape, and need to be within the security perimeter that delineates the CEM isolation facility. If a self-contained building is used, it must be lockable, and access to equine holding areas (such as stalls, pens, etc.) must be from within the building only.
7. Ensure the isolation area is clearly identified by posted signs at all entrances, which clearly identifies the prohibited entry of unauthorized personnel. An inventory of all equines in isolation, and a log of authorized personnel must be maintained by the operator.
8. Ensure equines under isolation restrictions, if removed from their designated stall are monitored at all times. Direct supervision and monitoring may be performed by any APHIS/VS employee, an approved USDA level II accredited veterinarian, or a team of technicians/assistants under the direct authority and supervision of the accredited veterinarian.
9. Permit APHIS/VS unfettered and unobstructed access to the designated facility and associated event grounds before and during the event. If required, the Cooperator must also provide any necessary security clearance or access credentials. The event grounds encompasses all areas where the restricted equines will be competing, exercised, walked, rested, and/or stabled. While the memorandum of understanding is in effect, APHIS/VS will perform random inspections of the facility and associated event grounds, to ensure compliance with the requirements established herein.
10. Ensure, at the expense of the Cooperator, that the facility is maintained under continuous 24-hour security measures. Continuous security measures may be provided through the placement of official seals and/or locks on all entrances/exits, by positing a bonded security service answerable to APHIS, or by other methods deemed acceptable after review by APHIS/VS.
11. Immediately report any breaks or suspected breaks in security to the designated APHIS/VS representative.
12. Ensure only approved equines are held together in the CEM isolation facility. All equines held within the facility must have visible identification, such as colored halter stickers/tags, to facilitate application of appropriate monitoring/movement restrictions while inside and/or

outside of the facility. The accredited veterinarian, or Cooperator may implement their own tracking protocol, which must be approved by APHIS/VS.

13. Completely clean and disinfect the facility after each use, and prior to each new approval for a different lot of equines. If the facility is temporary in construction, it must be cleaned and disinfected prior to disassembly, with additional cleaning and disinfection conducted post-disassembly as necessary. Cleaning and disinfection will be completed under direct APHIS/VS oversight.
14. Provide and use a separate isolation area, with stalls available for equines exhibiting signs of illness.
15. Provide adequate storage within the facility for supplies and equipment needed for the isolation, with separate secure storage for pesticides, medical, and/or other biological supplies if they are held on-site.
16. 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.
17. Ensure the facility contains and uses designated work areas for repairing and/or cleaning and disinfecting equipment within the isolation area.
18. Ensure all floors and walls that have contact with equines and their excrement, or discharges, are resistant 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 facing stalls from physically contacting equines in access aisles, and allow safe movement, including adequate space for equines to turn around.
21. Provide adequate lighting throughout the facility to visually inspect equines.
22. In the event an equine dies or must be euthanized while in isolation, the owner/operator of the facility must make arrangements for the proper disposal of the carcass (incineration, auto-digestion, burial, etc.). The owner/operator may elect to have the equine sent to a state or national veterinary diagnostic laboratory for the necropsy. 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.
23. 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 APHIS/VS) sufficient to disinfect the entire facility.
24. 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 or readily available.
25. Ensure the facility appropriately disposes of waste (including manure, urine, and bedding). Waste may be disposed of as domestic waste, and the facility must handle waste materials adequately to minimize spoilage and attracting pests.

26. Provide a telephone number that APHIS/VS can use for contact at any time.
27. Provide adequate personnel to maintain the facility and provide for proper care and feeding of the equines.
28. Maintain and provide APHIS/VS with an updated list of all individuals granted access to the facility, prior to the arrival of the equine(s). While the facility is operational, it must maintain a visitor's log documenting the name, time in/out, and reason that individuals were in the facility. The Facility Operator, or their designee(s), may only grant access to the facility to APHIS/VS representatives and others specifically authorized to enter, or work at the facility.
29. Dedicate equipment to the isolation facility or to a specific area within the facility. All equipment in the facility must be cleaned and disinfected before use, and prior to removal from the facility.
30. Ensure all vehicles conveying equines under CEM isolation restrictions are cleaned and disinfected before leaving the area.
31. Immediately report any suspected illness or death of isolated equine to APHIS/VS and notify APHIS/VS as soon as possible regarding any other emergency.
32. Keep all records related to the CEM isolation for at least three (3) years after the release of the animals and make these records available to APHIS/VS upon request.
33. Suspend (and/or discharge, as applicable) access to any individual determined by APHIS/VS under Article 5, Section 9 to merit suspension or discharge.
34. 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 isolation facility. The import permit will not be issued unless the facility has been inspected and determined to meet the requirements of this MOU. 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.
35. Submit to APHIS/VS, at least by **Month Day, Year**, a tentative list of times and dates of all importations scheduled for the **Event Name**.
36. Submit to APHIS/VS, no later than **Month Day, Year**, a list of the times and dates of all exports scheduled out of **Event Location (Street, City, State, Zip Code)**. Have all export certificates prepared, signed by accredited veterinarians, and delivered to APHIS/VS for endorsement. Certificates must be ready for APHIS/VS review and signature no later than **48 hours** prior to export.
37. Ensure that international equines are stabled and inspected as required by the country of origin or destination CEM facility, thereby ensuring the prompt re-export to the country of origin, or immediate transfer to a state approved CEM quarantine facility.
38. Establish a User Fee Credit Account with APHIS/VS for the **Event Name** to be held in **CEM Isolation Facility Name/ID**. 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. Furnish the services of technical and/or professional personnel needed to conduct inspections, perform laboratory procedures, complete examinations, and supervise the isolation, care and/or handling of equines at the facility until termination of this MOU.
3. Issue import permits within **5-7 business days (7-10 calendar days)** after completed applications have been received and all requirements are met.
4. Physically monitor all CEM isolation operations. This includes, but is not limited to, inspecting and identifying arriving equines, reviewing accompanying import documentation, and if determined as necessary, obtaining any diagnostic samples.
5. Verify the operator has cleaned and disinfected the affected area(s) adequately to ensure compliance with isolation guidelines. In the case of permanent facilities, direct APHIS/VS supervision of cleaning and disinfection is not required, if the operator has demonstrated how the procedures will be carried out and APHIS/VS has verified strict adherence to those procedures.
6. 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 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.]
7. Inform the Cooperator when a diagnosis of disease of concern has been made in the facility. If a communicable disease is diagnosed in the isolated equines, APHIS/VS may require additional security measures, to ensure the security of the facility.
8. Review log books and operating procedures on an as-needed basis to verify compliance with the provisions of this MOU.
9. Notify, in writing, the Cooperator of any designated individual which APHIS/VS believes should be suspended or discharged from the isolation facility and the basis for such action.
10. Provide the services of APHIS/VS technical and/or professional personnel needed to carry out all activities related to the export of importer equines, or subsequent transfer to a state approved CEM quarantine facility (e.g. export health certificate endorsement, pre-export inspection, sealing of trailers, and review of associated documentation).
11. Provide the Cooperator with a consolidated monthly billing statement that will summarize all APHIS/VS 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. The facility must be inspected by U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS) personnel for compliance with

- the standards contained in Part 93, Title 9, Code of Federal Regulations (CFR), and other applicable Federal laws and regulations.
2. The issuance of import permits is contingent upon APHIS/VS approval of the facility and APHIS/VS having resources available to supervise the isolation.
 3. Equines may only enter the facility after completion of initial import quarantine requirements at a federal animal import center, or an authorized private permanent/temporary quarantine facility.
 4. If tack and accompanying equipment is not traveling with the equines to an approved import quarantine (federal or private), it will be subjected to APHIS/VS inspection upon arrival at the port of entry, and subjected to any mitigation needed, as a precautionary measure against the introduction of Foot and Mouth Disease (FMD) or any other disease exotic to the United States.
 5. The Facility Operator, or their designee, will provide equipment and personnel to clean and disinfect vehicles used to transport restricted equines to the approved isolation facility, in addition to the stalls/barns used to stable the equines at the facility. The cleaning and disinfection of vehicles must be completed under the supervision of APHIS/VS, using an approved disinfectant before the vehicle is moved from the place where the equines are unloaded. Cleaning and disinfection of equipment, supplies, and stalls, will be done under supervision of APHIS/VS personnel.
 6. A list of equines to be isolated at the facility must be furnished to APHIS/VS prior to the event. The list should include identifying information (age, color, sex, RFID, etc.), the country of origin, and date(s) of arrival/departure for each of the equines to be isolated.
 7. Equines must be uniquely identified, as needed, to ensure that only those equines listed together on the import permit, or otherwise authorized by APHIS/VS, are held inside the approved facility and are appropriately monitored when outside of their designated stall for competition, exercise, or any other reason.
 8. While in isolation, equines must be inspected at least daily by an APHIS/VS representative. APHIS/VS will conduct frequent, unannounced spot checks at the facility to ensure the requirements of 9 CFR 93.301 are being met.
 9. Except when competing or being exercised, equines must be kept in individual stalls that are separated from other stalls containing equines. This separation may be maintained by employing an empty stall, an open area across which equines cannot touch each other, or by a solid wall that is at least 8 feet high. If turn-out areas or walkers are used, equines must be confined so that they cannot touch each other.
 10. Equines may only be removed from their approved stabling arrangement, for exercise or competition, under the direct supervision of an APHIS/VS representative, an authorized USDA level II accredited veterinarian, or a team of technicians/assistants under the direct authority and supervision of the authorized accredited veterinarian. Exercise or competition may only be completed at a pre-determined/approved location(s), and the Cooperator must provide a schedule of any planned exercise or competition, to APHIS/VS.
 11. An entry/exit log must be maintained at the isolation facility noting the time in, time out, reason for removal, and the name of the authorized individual supervising the equines.
 12. While in transit, whether before or after the event, equines must be moved in a sealed vehicle or under direct supervision of APHIS/VS. Upon arrival at the approved destination (CEM isolation facility, CEM quarantine, port of embarkation, etc.) the vehicle seals must be broken

- by APHIS/VS personnel, or an approved State Animal Health Official, except in life-threatening emergencies.
13. At the completion of the competition, all isolated equines must travel directly to the port of embarkation for re-exportation, or be shipped to an approved State CEM quarantine facility, as indicated on their import permit.
 14. No equines may be bred during quarantine and the collection of germplasm during quarantine is prohibited.
 15. If any equines must be treated for an injury or illness, APHIS/VS personnel must be notified of the proposed treatment plan. Isolated equines requiring specialized medical attention may be moved under seal to an approved clinical facility. The Facility Operator, or their designee, must make provisions for the emergency transport of the equine, and is responsible for all associated costs and subsequent monitoring.
 16. The number of equines isolated at the facility will not exceed the maximum capacity of # equines. The quarantine facility currently has # bays, of # stalls each. When emergencies such as power outages or natural disasters occur, isolated animals may not be removed from the facility during an isolation period unless specifically approved by APHIS/VS.

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 five years.

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 5 years 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:

Official Facility Name / Official Facility Operator and Title

Physical Address (Street, City, State, Zip Code)

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

Port Services Director

Date

DRAFT