

AGREEMENT

Between

[Official Facility Operator / Organization Name]

And

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

For the Approval of a Temporary Privately-Owned Equine Import Quarantine Facility

ARTICLE 1 – PURPOSE

The purpose of this agreement is to specify the responsibilities of each party with regard to the importation (including quarantine) and subsequent exportation of horses to participate in the [Event Name] to be held at [Physical Address (Street, City, State, Zip Code, Barn name(s))] starting on [Month day, year] through [Month day, year].

This Agreement is entered into between [Facility Operator / Organization Name, Organization Main Office (Street, State, City, Zip)], hereinafter referred to as the Agent, and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS), hereinafter referred to as USDA/APHIS/VS, with respect to [Event Name].

Though this Agreement, USDA/APHIS/VS conditionally approves [Temporary Quarantine Facility Name/ID(s)], located at [Street, City, State, Zip Code] as a temporary, privately-owned equine import quarantine facility from [Month day, year] through [Month day, year], provided the facility meets the requirements for USDA approval and the Agent completes and meets all responsibilities and other criteria listed in Articles 2, 4, 6 and 7 below.

The Agent also acknowledges that USDA/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 Agreement.

ARTICLE 2 – BACKGROUND

The Agent has submitted an application seeking USDA/APHIS/VS' approval of a temporary privately owned equine import quarantine facility to take place at [Facility Operator / Organization Name, Quarantine Location (Street, City, State, Zip Code)] for the [Event Name] between [Month day, year] through [Month day, year].

USDA/APHIS/VS reviewed the application and determined that sufficient USDA/APHIS/VS resources will be available to provide adequate oversight of the proposed facility. USDA/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 USDA/APHIS/VS Memorandum 591.59.

If the Agent is seeking to temporarily import horses positive to Equine Piroplasmosis (EP) an in depth analysis and risk assessment must be completed by APHIS, prior to the arrival of the afflicted equines. The assessment will be used to determine if participation of these horses poses a risk of EP becoming established in the United States, and/or transmitted to the domestic equine population. The Agent must provide VS sufficient advanced notification of their intent to temporarily import EP affected horses, in order to ensure the assessment, tick studies, and analysis process can be completed prior to the first import quarantine. If sufficient advanced notice is not provided, participation of EP affected horses will be prohibited.

If participation of EP horses is permitted following the in-depth analysis and risk assessment, a complete list of mitigations to be followed, will be outlined in an attached addendum. The addendum, otherwise known as a Piroplasmosis-Positive Horses (PPH) Control Plan, shall be signed prior to the first importation, and will become part of this compliance agreement, subject to all provisions.

ARTICLE 3 – AUTHORITIES

USDA/APHIS/VS is authorized pursuant to the Animal Health Protection Act (7 U.S.C. 8301 et seq.) to regulate the introduction, importation or entry 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 – AGENT RESPONSIBILITIES

The Agent Agrees:

1. To operate the temporary private quarantine facility in accordance with all Federal Laws and regulations, including 9 CFR 93.308 through 93.313 and USDA/APHIS/VS Memorandum No. 591.59, dated January 7, 2003.
2. To maintain the facility in good repair, provide adequate individuals to maintain the facility, and to provide for the proper care and feeding of the equines.
3. To 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.
4. To maintain a security fence, that can be locked, and encompasses the entire quarantine facility. The fence must be of sufficient height (8 feet or more) and design, as determined by USDA/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 are kept locked and secure at all times.
5. To 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.

6. To ensure the facility is guarded 24 hours a day during the duration of the special event, the main gates of the area will be locked at all times. The access of individual will be controlled until the last quarantined animal has departed. Guards are to be provided by the quarantine facility operator. All guards will abide by and enforce all orders and restrictions issued to them by the inspector-in-charge of the quarantine area.
7. To immediately report any breaks or suspected breaks in security to the USDA/APHIS/VS representative.
8. To 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 storages 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. Individuals handling imported equines, may not handle other equines until the end of the quarantine period.
9. To provide clean footbaths with disinfectant at all entries/exits to quarantine, and the respective lot containment areas.
10. To provide and use separate isolation stalls available for horses exhibiting signs of illness.
11. To provide APHIS personnel adequate examination space, along with a sufficient quantity of adequately trained individuals, with appropriate equipment or tools, to safely restrain equines, during the collection of test samples and physical inspection process. In addition, if requested the facility owner 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.
12. To 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.
13. To 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.
14. To ensure the facility contains and uses designated work areas for repairing equipment and cleaning and disinfecting equipment.
15. To maintain double-screened windows and other openings with a mesh size sufficient to prevent insects and other vectors of livestock diseases from entering or leaving the facility. The interior and exterior screens must be separated by a width of at least 3 inches.
16. To 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.
17. To provide stalls of sufficient size to allow each animal to make normal postural adjustments and provide adequate freedom of movement.

18. To 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.
19. If the facility includes more than one horse holding area, the design must minimize cross-contamination of air between separate lots.
20. To provide adequate lighting throughout the facility, facilitating the visual inspection of equines.
21. In the event a horse dies or must be euthanized while in quarantine; the owner/operator of the facility must make arrangements for the proper disposal of the carcass. The owner/operator must also provide an area for necropsy or have an agreement with a local veterinary diagnostic laboratory for the necropsy to be conducted with an autoclave, freezer, hot and cold running water, drainage, and adequate storage for equipment. For off-site necropsy arrangements, the facility operator 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 representative(s). The facility operator is also responsible for the costs, and logistical arrangements, associated with APHIS oversight of the necropsy, and eventual disposal at the destination facility. In the event of an off-site necropsy, the facility operator will use [Necropsy 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 via [Incineration / Alkaline Hydrolysis / other] [Location (Street, City, State, Zip Code)]
22. To provide clean protective clothing and shoe covers for anyone who has been granted access to the facility (the protective items must be available to individuals before they enter the quarantine area). There must be a dedicated doffing and donning area. This must include a receptacle to collect clothing worn in a quarantine area, if the materials are to be laundered. The operator is responsible for the proper cleaning and disposal of soiled and contaminated clothing used in the facility.
23. To provide restrooms in proximity to the quarantine areas.
24. To 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.
25. To 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.
26. To 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. 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. In the event the incinerator is on a local site away from the quarantine facility, an APHIS representative must be present to provide direct

oversight for all transfer of materials to the incinerator, at the cost of the facility operator. 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.

27. To provide a telephone number that USDA/APHIS/VS can use for contact at any time.
28. To maintain and provide USDA/APHIS/VS with an updated list of names and current addresses of all individuals with access to the facility. All individuals with access must sign an ancillary agreement stipulating they will follow the terms of the Agreement and any related instructions from USDA/APHIS/VS representatives pertaining to quarantine operations.
29. To allow only the USDA/APHIS/VS representatives to grant access to the facility during an active quarantine. Only those 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), will be permitted access under the direct oversight of APHIS, until the last horse has cleared quarantine requirements. Anyone granted access to the quarantine area must wear clean protective work clothing and shoe covers provided while in quarantine area; wear disposable gloves when handling sick animals; change protective clothing, footwear, and gloves when they are soiled or contaminated; and limit contact to only one lot of animals.
30. To display easily visible signs at all entrances, designating the quarantine area, which clearly identifies the prohibited entry of visitors or other unauthorized individuals. All approved individuals, 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.
31. To 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.
32. To ensure all vehicles are cleaned and disinfected before entering or leaving the area within the security fence or any quarantine area.
33. To immediately report any suspected illness or death of a quarantined equine to APHIS, to schedule a time for APHIS and the accredited veterinarian to assess an ill equine, and to notify APHIS 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 verified normal temperature of 101.5 or below.
34. To record in a daily log all individuals moving to and from the facility.
35. To keep all records related to the quarantine for at least 3 years after the release of the animals. The operator must make those records available to USDA/APHIS/VS upon request.

36. To prevent access (and/or discharge, as applicable) to any individual determined by USDA/APHIS/VS under Article 5, Section 10 to merit dismissal or prohibited access.
37. To provide USDA/APHIS/VS personnel with security clearances to permit access to all areas of [Event Location (Street, City, State, Zip Code)] before and during the [Event Name].
38. To provide courier service or other method of transportation of blood samples to National Veterinary Services Laboratory (NVSL) for testing during quarantine.
39. To submit a request for service no less than 3 business days before the proposed date of entry of horses into the facility, to APHIS, Veterinary Services, [VS Office Name and Address (Street, City, State, Zip Code)]. Requests may also be submitted via email, or phone, with the respective office. Before approval can be granted, a veterinary medical officer of APHIS must inspect the facility to determine whether it complies with the standards set forth in this compliance agreement. Approval of any quarantine facility may be withdrawn at any time by APHIS, upon determination that any requirements of this agreement 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.
40. To submit to USDA/APHIS/VS, at least by [Month Day, Year], a tentative list of times and dates of all importations scheduled for the [Event Name].
41. To submit to USDA/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 USDA/APHIS/VS for endorsement. Certificates must be ready for USDA/APHIS/VS review and signature no later than 48 hours prior to export.
42. Ensure that international horses are stabled and inspected as required by the country of origin to ensure the prompt re-export of all horses to their countries of origin after the [Event Name].

ARTICLE 5 – USDA/APHIS/VS RESPONSIBILITIES:

USDA/APHIS/VS agrees:

1. To 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.
2. To issue import permits within 3-5 business days (7-10 calendar days) after completed applications have been received and all requirements are met.
3. To inform the Agent of whatever tests and procedures may be deemed necessary to ensure the quarantined equines are free of communicable livestock diseases.
4. To 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, routine import monitoring, interpreting/reporting routine diagnostic tests, and oversight of daily husbandry and care.
5. To provide direct oversight of any incineration, and/or necropsies, performed at sites away from the quarantine facility, subject to applicable user fees.
6. To 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 USDA/APHIS/VS supervision of each cleaning and disinfection may not be required once the operator has demonstrated how the procedures will be carried out and APHIS has established a record of compliance verifying strict adherence to those procedures.

7. To place seals on entrances or exits as a safeguard, in the event of any security or biosecurity breaches, of which APHIS becomes aware, and the corrective action or preventative measures provided by the facility are deemed unacceptable by APHIS. [Note: If for any reason, intentional or otherwise, anyone other than an APHIS representative breaks the seals, the Facility Owner must notify APHIS immediately. An APHIS representative must then immediately account for all equines in the facility.]
8. To inform the Agent when a diagnosis of disease of concern has been made in the facility. If a communicable disease is diagnosed in the quarantined equines, USDA/APHIS/VS may require additional security measures to provide coverage to ensure the security of the facility.
9. To 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 Agreement.
10. To notify in writing the Agent of any designated individual which USDA/APHIS/VS believes should be suspended or discharged from work at the quarantine facility and the basis for such action.
11. To provide the services of USDA/APHIS/VS technical and/or professional personnel needed to carry out all activities related to the export of imported horses (e.g. export health certificate endorsement, pre-export inspection and associated documentations).

ARTICLE 6 - MUTUAL RESPONSIBILITIES

It is mutually understood and agreed:

1. Each lot must be placed in the facility on an “all-in all-out” basis.
2. All quarantined equines will be subjected to tests as deemed necessary by APHIS, 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 Facility Owner, or importer of record. If the importer is responsible for the expense, and they do not have an established user fee account, the facility owner must notify them, and obtain payment information for APHIS, otherwise APHIS will inform NVSL to reconcile charges to the Facility Owner’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 horses that have not cleared other import requirements, may be permitted on a case by case basis, after obtaining approval from the designated APHIS representative(s).

3. USDA/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 facilities under seal in leak-proof vehicles (vans) that have been 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; and Virkon S formulated according to the manufacturer's instructions
5. Equines' hooves must be cleaned and disinfected with Virkon S or a 4% solution of sodium carbonate at the quarantine site or before being loaded for transportation at the port. Footwear of accompanying individuals 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. The false nostril and external ear canal must also be examined and treated for ectoparasites by the facility operator under the supervision of APHIS. 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). 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 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 USDA/APHIS/VS inspection upon arrival at the port of entry 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.
10. Cleaning and disinfection of equipment, supplies, stalls, and transport vehicles will be done under supervision of USDA/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 USDA/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. USDA/APHIS/VS must approve of the movement in advance, and the approved facility typically requires an initial inspection, or annual inspection for recertification.
14. The number of equines quarantined at the facility will not exceed the maximum capacity of [#] 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 horses can be received and housed without contact with any other lots being quarantined at the facility. The import quarantine facility cannot be used for any other purposes until all horses have cleared initial import requirements.

15. 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 USDA/APHIS/VS. Every effort will be made to have an APHIS inspector present even during these emergencies.
16. APHIS can arrange to provide alternative quarantine services for an equine shipment if it determines operation of the facility is significantly deficient. The Facility Owner can request in writing from APHIS a copy of an inspection report relating the deficiency.
17. Arrangements for disposing of the entire lot, if the need arises, must be approved by the designated APHIS representative(s).

ARTICLE 7 – FINANCIAL RESPONSIBILITIES

The Agent will establish a User Fee Credit Account with USDA/APHIS/VS for the with regard to the importation (including quarantine) and re-export of horses to participate in the [Event Name] to be held at [Event Location (Street, City, State, Zip Code)] starting on [Month Day, Year]. User Fees for any services rendered by USDA/APHIS/VS, including but not limited to facility inspections, participation in on site planning meetings, detailing of employees, and oversight of import, quarantine, monitoring and export of participating equine athletes, will be calculated at the user fee rate listed in 9 CFR Part 130. The Agent is liable for payment of these user fees in accordance with 9 CFR 130.50 and 130.51. Upon receipt of a statement from USDA/APHIS/VS the Agent will send payment to defray all costs incurred by USDA/APHIS/VS in providing services.

ARTICLE 8 – 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 agreement or to any benefit to arise there from.

ARTICLE 9 – 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 10 AMENDMENTS

This Agreement may be amended at any time by agreement of the parties in writing.

ARTICLE 11 - TERMINATION

This Agreement may be terminated by either party upon 30 days written notice to the other party.

ARTICLE 12 EFFECTIVE DATE AND DURATION

_____ Date: _____
National Director, Port & Animal Import Center Services

Please Print Name