

Memorandum of Understanding Between United States Department of Agriculture Food Safety and Inspection Service (FSIS) And United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS)

ARTICLE 1—PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to describe roles, responsibilities, and authorities of the parties regarding implementation of the Bovine Spongiform Encephalopathy: Minimal-Risk Regions and Importation of Commodities Final Rule (hereafter called the Rule). This Rule (at 70 FR 460) establishes conditions for the importation of certain live ruminants, ruminant products and byproducts from minimal risk regions identified by the Animal and Plant Health Inspection Service (APHIS). Animals not in compliance with the age, and other, provisions of the Rule are ineligible for import into the United States (US) and, therefore, ineligible for slaughter.

ARTICLE 2—AUTHORITY

FSIS personnel will function on the behalf of APHIS, under authority granted by the Animal Health Protection Act (AHPA), 7 U.S.C. 8301 et seq. Under this authority delegated by APHIS, FSIS is authorized to implement the provision of the Rule and 7 USC 8306 regarding holding of live animals or articles (carcasses and parts) that are found to not be in compliance with the Rule.

ARTICLE 3—FSIS RESPONSIBILITIES

A. Verification activities for animals shipped directly from Canada for immediate slaughter

1. FSIS, on arrival of animals direct to slaughter from Canada, will verify that the means of conveyance is properly sealed by either a Canadian government seal or US government seal. If the official seals are broken, missing or otherwise tampered with; FSIS personnel will hold the animals after unloading and promptly notify the APHIS AVIC with jurisdiction in the state where the official establishment is located.
2. For loads arriving under seal of the Canadian or US government, FSIS personnel will verify that VS Form 17-33 has accompanied the load, and verify that the number of animals on the load is the same as the number noted on the VS 17-33. FSIS personnel will promptly return the completed VS 17-33 to the Veterinary Services Port of Entry.
3. FSIS personnel will verify that the animals arrive with a Canadian health certificate showing the age of each of the animals to be less than 30 months for cattle and less than 12 months for sheep and goats.
4. FSIS will hold, under the AHPA, and promptly report to the AVIC, any animal or loads of animals arriving **with** missing Canadian ear tags, broken or missing seals or without appropriate APHIS Forms and Canadian Health Certificates.
5. FSIS will contact the AVIC if pregnant animals are sent to slaughter and prohibit the collection of fetal bovine serum from the fetuses of Canadian animals.

B. Verification Activities for Canadian Animals Shipped from a Feedlot in the United States

1. FSIS, on arrival of Canadian animals from a feedlot in the US, will verify that the means of conveyance is properly sealed by a US government seal. Seals broken, missing or otherwise

- tampered with will result in FSIS personnel holding the animals after unloading and promptly notify the APHIS AVIC with jurisdiction in the state where the official establishment is located.
2. FSIS will verify that the animals are accompanied by a VS Form 1-27, Canadian Health Certificate, and verify the number of animals on the load is the same as the number recorded on the form. FSIS personnel will complete appropriate sections and return completed official forms to APHIS.

C. Post-mortem Activities

When FSIS has reason to believe any animal at post mortem is ineligible for slaughter under the Rule, FSIS will hold, under the AHPA, the carcass and its parts and notify the AVIC. As necessary, FSIS will provide to plant management any destruction and disposal order that is written by APHIS. FSIS will collect all available identification (such as ear tags) and hold for pick-up by the AVIC.

ARTICLE 4—APHIS RESPONSIBILITIES

1. Only a USDA Representative (e.g., FSIS personnel assigned to a slaughter establishment, or an APHIS employee) may break seals on loads of Canadian animals at an official slaughter establishment.
2. Upon notification by FSIS of live animals believed to be out of compliance with the Rule, APHIS will assume jurisdiction of the animals, typically within 24 hours.
3. When notified by FSIS of any animal or carcass on hold under the Rule; APHIS will communicate directly with the management of the official establishment regarding the requirements of the rule, such as destruction and disposal requirements.
4. When requested by FSIS, APHIS will provide written guidance on the appropriate disposition of animals, carcasses, or articles held by FSIS under the AHPA or the Rule. 5. APHIS will provide FSIS, consistent with 7 USC 8306(c)(1), with a copy of any written order addressed to and directing official establishment management to dispose of ineligible animals, carcasses and parts in a manner consistent with the Rule.

ARTICLE 5—IT IS MUTUALLY AGREED

1. That the details of this cooperative undertaking shall be jointly planned and executed by the cooperating parties.
2. That the Agencies will cooperate on any criminal/administrative investigation coming out of the minimal risk rule.
3. That this MOU will be effective upon signing and remain in effect until terminated under the terms of Article 9.

ARTICLE 6—STATEMENT OF FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of FSIS or APHIS. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU.

ARTICLE 7—LIMITATION OF COMMITMENT

It is understood and agreed that any monies allocated for purposes covered by the 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 8—AMENDMENTS

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

ARTICLE 9—TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by one party with 30 days notice in writing of the other party.

ARTICLE 10—PREVIOUS AGREEMENTS

This MOU does not modify any other existing agreements between FSIS and APHIS.

FOR FSIS:

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