

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
[NAME OF TRIBE]
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICES
VETERINARY SERVICES

ARTICLE 1 - PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a cooperative and working, government to government relationship between the [NAME OF TRIBE] and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Veterinary Services (VS) in the event that there is an outbreak of a Foreign Animal Disease (FAD), or other significant animal health emergency, on the [NAME OF TRIBE] and to facilitate exchange of information.

The [NAME OF TRIBE] will develop an Emergency Response Plan to address a FAD or other significant animal health emergency, with assistance and advice from APHIS, VS.

ARTICLE 2 - AUTHORITY

Under the Farm Security and Rural Investment Act of 2002, P. L. 107-171, Subtitle E, Animal Health Protection, Section 10401-1041 8, 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.

The [NAME OF TRIBE] is authorized under its inherent authority as a sovereign government to enter into agreements for the purpose and intent of protecting, enhancing and promoting its livestock and wildlife resources.

[TRIBE AUTHORITIES?? PUT HERE]

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The [NAME OF TRIBE] and APHIS, VS agrees to:

a. Participate in a meetings prior to and at the signing of this agreement, as needed, to discuss the importance of this MOU in how it will be utilized during a Foreign Animal Disease, or other

significant animal health emergency. All parties will be informed of their mutual responsibilities for this MOU.

b. Meet annually to discuss mutual animal health concerns.

c. Exchange information relating to animal health concerns on a continuing basis.

d. Work cooperatively with Tribal and State animal health officials in assisting with all FADs, or other significant animal health emergencies, by utilizing the Incident Command System in a jointly coordinated response.

e. Conduct all FADs or other animal health emergency management activities on a case-by-case basis after coordination with the [NAME OF TRIBE] and in accordance with the applicable, Tribal, Federal, and local laws and regulations.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

The [NAME OF TRIBE] agree(s) to:

a. Designate the [NAME, TITLE AND ADDRESS OF INDIVIDUAL] as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

b. Develop and implement standards of cooperation among all partners to maximize the collective workforce available for emergency management and response.

c. Increase awareness of the threat of foreign animal and zoonotic diseases and their role in prevention and response.

d. Grant permission through a written [NAME OF TRIBE] Trespass Permit to APHIS-VS representatives and their agents to enter upon the [NAME OF TRIBE] Reservation for the purpose of identifying and eradicating any Foreign Animal Disease, or other significant animal health emergency disease if needed.

e. Provide initial security and law enforcement services in the event of an outbreak of FAD, or other animal health emergency, within and at the boundaries of the [NAME OF TRIBE] Reservation.

ARTICLE 5 - APHIS RESPONSIBILITIES

APHIS-VS agrees to:

a. Designate [NAME, TITLE AND ADDRESS OF APHIS INDIVIDUAL] as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

- b. Develop and implement standards of cooperation among all partners to maximize the collective workforce available for emergency management and response.
- c. Communicate the risk of potential emerging or foreign animal diseases. Provide and coordinate response and enhance communication within and between APHIS-VS and the **[NAME OF TRIBE]**.
- d. Identify research needs and facilitate research activities to the most current technologies and methods available for detection, response and mitigation of foreign and emerging diseases.
- e. Abide by all local Tribal Employment Rights Office (TERO) regulations in contracting, subcontracting, and all employment related opportunities.

ARTICLE 6 - 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. Transfer of funds or items of value is not authorized under this MOU.

ARTICLE 7 - LIMITATIONS OF COMMITMENT

The MOU shall supersede all existing MOUs and supplements thereto related to the outbreak of a FAD, or other significant animal health emergency within the boundaries of the **[NAME OF TRIBE]** Reservation.

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.

ARTICLE 8 - 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 therefrom.

ARTICLE 9 - AMENDMENT

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

ARTICLE 10 - TERMINATION

This MOU may be terminated by either party upon 60 days written notice to the other party.

ARTICLE 11 - EFFECTIVE DATE AND DURATION

This MOU shall be in effect upon date of final signature and shall continue 5 years from the date of final signature.

FOR: [NAME AND ADDRESS OF TRIBE]

Name : _____

Date _____

Title : _____

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

Name : _____

Date _____

Title: Regional Director

APHIS AGREEMENT NO.