

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE**

**Relative to  
Cooperation with Respect to Surveillance Programs**

**ARTICLE 1 – PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to document the collaborative efforts between the Animal and Plant Health Inspection Service (APHIS) and the Food Safety and Inspection Service (FSIS) relative to inspection, collection and examination of imported cooked meats for under processing; animal health slaughter surveillance activities; and information sharing.

**ARTICLE 2 – BACKGROUND**

APHIS and FSIS both have responsibilities relative to animal health surveillance; diagnostic testing; investigations; tracebacks; recalls; animal welfare; animal and public health concerns; and in providing a safe, secure, wholesome, and economical food supply. To carry out these responsibilities, APHIS has laboratory expertise, facilities, and personnel available to conduct tests on blood samples and tissue specimens; conduct sample collection for surveillance purposes; conduct epidemiological traces of animals and animal products; and respond to disease outbreaks and animal welfare concerns. Similarly, FSIS has qualified personnel available in federally inspected slaughter establishments to inspect, observe, and report evidence of communicable diseases at the time of slaughter. By the two agencies working collaboratively on foreign, endemic, and program disease slaughter surveillance issues, the efficiency and effectiveness of the programs of both agencies is increased. This MOU cancels the MOU between APHIS and FSIS relative to cooperation with respect to surveillance programs signed July 6, 2005.

**ARTICLE 3 – AUTHORITIES**

Under the Animal Health Protection Act, as amended (7 USC 8401 *et seq.*) (AHPA), the Secretary of Agriculture is authorized to issue regulations and orders, and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock, and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons, to carry out the purposes of the AHPA.

FSIS regulates the preparation, processing, and distribution of meat, poultry and egg products under the Federal Meat Inspection Act (FMIA), 21 USC 601 *et seq.*; the Poultry Products Inspection Act (PPIA), 21 USC 451 *et seq.*; and the Egg Products Inspection Act (EPIA), 21 USC 1031 *et seq.*, to ensure that these products are wholesome, not adulterated, and properly marked, labeled, and packaged. Generally, these statutes require FSIS to inspect amenable species, poultry, and egg products in commerce; require these products to be processed under sanitary conditions; and require these products be unadulterated and properly labeled. FSIS has authority to detain products in commerce if there is reason to believe that the products are adulterated, misbranded or uninspected, and to initiate an action to seize such products. The statutes also provide broad authority to promulgate regulations to carry out the provisions of the Acts.

#### ARTICLE 4 – MUTUAL RESPONSIBILITIES

FSIS and APHIS understand that:

1. The details of this MOU shall be jointly planned and executed by the cooperating parties. Each party will acquire and expend its own funds;
2. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties, and shall be independently authorized by appropriate statutory authority. The signature on this instrument does not provide or create such authority;
3. The responsibilities assumed by each of the parties hereto are contingent upon funds being available from which expenditures legally may be met;
4. Either party shall be free to furnish such equipment as may be needed without cost to the other party. Any such equipment furnished shall remain the property of the providing party and subject to its disposition. Training resources will be shared, when possible, involving subjects of mutual interest, such as tuberculosis postmortem training by FSIS and foreign animal disease diagnostician training by APHIS;
5. The results of the work herein may be published jointly by the parties hereto or by either part separately, but manuscripts prepared for publication by either shall be submitted to the other party for suggestions and approval prior to publication; however, in the event of disagreement, either party may publish results about its own responsibility, giving proper acknowledgement to the other cooperator;
6. Both parties shall share with each other proposed policies or procedures related to this MOU that may directly impact the other prior to the public release, with sufficient time for the other to respond appropriately prior to publication;
7. Cooperating will increase the efficiency of collecting, identifying, submitting, and reporting laboratory results on specimens;

8. The parties intend to inform the other of impending changes in procedure that are likely to affect the submission or handling of specimens;
9. Parties intend to collaborate in furnishing summaries to appropriate personnel of results obtained from testing of specimens; and
10. The parties will conduct telephone conferences with officials from APHIS, FSIS, and other interested government agencies as needed.

#### ARTICLE 5 – FSIS RESPONSIBILITIES

FSIS understands that it will:

1. Designate an authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU, and notify the Deputy Administrator of APHIS, Veterinary Services (VS), of the name of the authorized representative within ten days of the effective date of this MOU and thereafter as necessary;
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. FSIS 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. Any FSIS employees receiving a user account to any VS applications will provide proof that security training has been completed and ensure that the VS Office of the Chief Informational Officer's (OCIO) staff has an approved Account Authorization (APHIS 513) on file. The VS Information Systems Security Manager (ISSM) will be responsible for quarterly recertification of FSIS employees;
3. Promptly notify APHIS when signs and/or lesions of foreign animal diseases are noted in livestock or poultry during antemortem and/or postmortem inspections. FSIS will inform the appropriate APHIS official prior to processing animals suspected of a foreign animal disease and will follow existing FSIS regulatory procedures;
4. Ensure that all manmade animal identification devices are collected according to 9 CFR 310.2, and ensure that the identification devices are available to APHIS for up to seven days in plants where APHIS has made prior notification to FSIS IPP that the plant is included in the ID retirement program under the current FSIS/APHIS traceability MOU;
5. Cooperate with APHIS on bovine spongiform encephalopathy (BSE) surveillance;

*Brucellosis*

6. Report to APHIS all known, identified, or permitted brucellosis reactors slaughtered and to supervise the collection of all manmade identification devices on such animals;
7. Collect tissues from animals upon special request for *Brucella* culturing;
8. Submit tissue samples to the National Veterinary Services Laboratory (NVSL) for *Brucella* isolation, in accordance with established procedures (sampling, use of official forms, shipping, etc.), provided sufficient personnel are available or, if personnel are not available, to notify VS immediately;
9. Cooperate with APHIS on the brucellosis surveillance program through blood sample collection at slaughter;

*Tuberculosis*

10. Cooperate with the collection and submission of suspected tuberculosis lesions disclosed at the time of slaughter from cattle and suspected tuberculosis thoracic lesions disclosed at the time of slaughter from swine, and to collect all manmade identification devices from all cattle and swine from which blood samples or lesions are collected;
11. Submit specimens (plus all manmade non-FSIS identification devices) to NVSL to be examined for tuberculosis from carcasses where lesions resembling tuberculosis or thoracic granulomas are found; in nonreactor cattle at a rate of at least one lesion per 2,000 adult cattle slaughtered, and from reactor cattle as mutually agreed upon;
12. Submit: (a) a completed VS Form 6-35, Report of Tuberculosis Lesions or Thoracic Granulomas in Regular Kill Animals, for each nonreactor animal from which specimens are submitted; and (b) a completed VA Form 10-4, Specimen Submission (or FSIS Form 6000-1), with specimens from reactors sent to NVSL;
13. Provide electronic data for histopathology results from granulomas evaluated at FSIS laboratories, and to submit any mycobacteriosis-compatible lesions to the NVSL for confirmatory testing. In cases of dispute, NVSL will have the final authority in the determination of TB results;
14. Report to APHIS all known, identified, or permitted tuberculosis reactors slaughtered, and collect all manmade identification devices on such animals;

*Public Health Information Service (PHIS)*

15. Cooperate with APHIS in providing read-only electronic access to the data obtained from the Public Health Information System (PHIS), as defined in the FSIS-APHIS PHIS MOU;
16. Assist in promptly troubleshooting problems with access to the PHIS incurred by APHIS and resolving the system conflicts identified as a result;

*Veterinary Biologics*

17. Upon notification of a potential concern related to the administration of veterinary biologics, to notify APHIS and the FSIS Technical Service Center when evidence is found at slaughter that abnormal findings may have resulted from the administration of veterinary biologics;

*Industrial Chemicals, FAD Agents, or Toxic Agents Suspects*

18. Notify APHIS when agents of biological or chemical warfare/terrorism are suspected in animal-based food product;
19. Notify APHIS of imported meat, poultry, or egg products suspected of being tampered with or containing toxic industrial chemicals, foreign animal disease agents, or other potential biological or chemical contamination;
20. Perform food security verification procedures at certain threat levels that include coordinating security concerns on live animals with APHIS officials;

*Inspect, Collect, and Examine Imported  
Cooked Meats for Under Processing*

21. Cooperate with APHIS on routine inspection of restricted meats imported into the United States, including sampling and laboratory examination as required for certain products produced in specific establishments, which are suspected of being undercooked;
22. Assist APHIS in the examination of suspected lots and collect samples as directed by APHIS;
23. Immediately notify APHIS via telephone, facsimile, or electronic mail of any suspect lots and findings, and retain/detain suspect lots when available. FSIS will retain or control any related lots of products that APHIS considers necessary. Suspect lots include, but are not limited to, those displaying evidence of inadequate processing, such as undercooking or the presence of bones;
24. As directed by APHIS, refuse entry of any lot not meeting APHIS's requirements during import inspection, and to impose restrictions on future lots;
25. Provide, when appropriate, representatives from various FSIS staffs to serve on emergency situation teams;
26. Coordinate action in cases where the product has not completed FSIS import re-inspection;

*Ensuring Imported Meat and Poultry Products Meet Applicable  
Animal Health and Inspection Control Standards*

27. Exchange information on slaughter establishments certified and approved to export to the United States and provide updates of the establishment listings;
28. Conduct telephone conferences with officials from APHIS and other interested government agencies as needed;

29. Inform APHIS of changes in a foreign country's disease status and/or export eligibility status;
30. Provide APHIS with addresses of any program officials stationed in foreign countries with timely notification of changes;
31. Provide APHIS with information on the disease status of countries exporting products to the United States, and information on FSIS's respective audit plans. FSIS will notify APHIS of any information learned relative to animal health concerns found during the course of review activities;
32. Brief APHIS foreign program personnel on the various facets of FSIS's program and/or direct them to the appropriate official for information;

*Standard Procedures for Handling Imported Cooked Meat Products in Which Pink Juices Are Found in Products at an Approved FSIS Import Establishment*

33. Retain, if available, the entire shipment, including the sample, and notify the local Department of Homeland Security, Customs and Border Protection, as well as the APHIS, VS, Import Animal Products Staff, by telephone, facsimile, or electronic mail, and provide the following information:
  - a. Production code (complete tube and carton identification);
  - b. Country of origin and establishment number;
  - c. Type and amount of product;
  - d. Location of retained product; and
  - e. Any specific decontamination procedures related to intentional or unintentional contamination issues;

*Standard Procedures for Handling Perishable Cooked Pork Products from Restricted Countries as Indicated in 9 CFR, Part 94*

34. Coordinate the retention and detention of all of the available products in the lot and recall products that have been shipped from the import establishment;
35. Immediately notify APHIS when an FSIS laboratory's results indicate that a cooked pork product was undercooked. The laboratory should report the production codes and specific type of product, and any other pertinent information; and

*Scrapie*

36. Cooperate with APHIS on scrapie surveillance.

ARTICLE 6 – APHIS RESPONSIBILITIES

APHIS understands that it will:

1. Designate an authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU, and notify the Assistant Administrator of FSIS of the name of the authorized representative within ten days of the effective date of this MOU and thereafter as necessary;
2. Provide FSIS with:
  - a. A list of diseases of interest to APHIS and guidelines to report such diseases;
  - b. Recommendations about on-farm, market, and transportation biosecurity measures; and
  - c. Supplies for the collection and shipment of specimens and identification devices sent to APHIS;
3. Notify FSIS about:
  - a. Outbreaks of diseases that affect the health of animals, including those of public health significance, such as brucellosis, tuberculosis, ornithosis, anthrax, rabies, BSE, or other zoonotic or potentially zoonotic diseases or syndromes of interest to APHIS, and to report progress in eradicating those diseases; and
  - b. Imported meat, poultry, or egg product samples that do not meet APHIS regulatory requirements;
4. Provide FSIS with a copy of the approved permit for movement of any animals or materials from the slaughterhouse to alternate locations;
5. Provide prior notification to FSIS IPP that a plant will be participating in the ID retention program under the FSIS/APHIS traceability MOU;
6. Cooperate, when requested, on the tracing of recalled products should there be an animal health, public health, or food security emergency;
7. Assist FSIS when notified of serious livestock animal welfare concerns and when inhumane transportation is observed, especially if it concerns imported animals shipped under an APHIS seal;

*Veterinary Biologics*

8. Notify FSIS when food animals may have been exposed to a veterinary biologic used to control an APHIS program disease or other emergency disease outbreak, and which may result in abnormal reactions identifiable at slaughter;
9. Notify appropriate FSIS officials of any findings of residue or chemical substances in livestock or poultry, or in the tissues or products thereof, which may indicate the potential for adulteration of the meat or poultry supply, including specific available information on the origin or location of livestock or poultry associated with such findings;

*Industrial Chemicals, FAD Agents, or Toxic Agents Suspects*

10. Notify FSIS officials of any findings suggestive of biologic or chemical warfare or terrorist actions against livestock or poultry;
11. Notify FSIS officials of any live imported food animal suspected of having been exposed to potential terrorist/warfare agents;

*Brucellosis*

12. Provide FSIS, upon request, with reports on the number of brucellosis blood samples received by APHIS laboratories for analysis from their respective areas;
13. Provide information relative to traceback of animals to points of origin, as requested by FSIS inspectors, and to conduct field investigations for those incidences that are of mutual interest to both parties;
14. Work with FSIS to increase the efficiency of collecting, submitting, and reporting laboratory results on specimens identified for *Brucella* culturing;

*Tuberculosis*

15. Provide adequate personnel in plants where it is mutually agreed that assistance is required to meet program goals;
16. Notify FSIS inspectors when known tuberculosis-exposed, -suspect, or -reactor animals are shipped to slaughter plants, and to assist FSIS inspectors, if requested, in the collection of laboratory samples from tuberculosis reactors;
17. Examine specimens submitted by FSIS in appropriate laboratories as promptly as possible for tuberculosis;
18. Provide FSIS with monthly reports on cultures received from FSIS by APHIS;
19. Advise FSIS of significant increases or decreases in mycobacteria infections or mortalities in domesticated animals;
20. Work with FSIS to increase the efficiency of collecting, identifying, submitting, and reporting laboratory results on specimens resembling tuberculosis and thoracic granulomas;



21. Inform FSIS of impending changes in procedure that are likely to affect the submission or handling of tuberculosis granuloma specimens;

*Foreign Animal Diseases and Reportable Diseases*

22. Provide, upon request, assistance in the inspection of livestock and poultry at slaughter when vesicular or other reportable or exotic diseases of foreign origin are suspected;
23. Conduct field investigations and to advise FSIS in a timely manner of outbreaks of vesicular or other reportable or exotic diseases of foreign origin;
24. Provide FSIS training slots in each applicable class to attend the Foreign Animal Disease Diagnostician Course held at Plum Island, New York, at FSIS's expense;

*Public Health Information System (PHIS)*

25. Make available, upon request, electronic copies of reports and to consult with FSIS prior to publicly releasing data derived from the PHIS, in accordance with the FSIS-APHIS PHIS MOU;
26. Validate information concerning animals sampled as a result of animal disease and surveillance programs;
27. Protect the confidentiality and sensitivity of the data being provided to the extent required by Federal regulations and the Freedom of Information Act. Furthermore, APHIS will not release, publish, or publicly report any proprietary information originating from the PHIS and will consult with FSIS prior to proposing policy or program direction based on the data obtained. APHIS will make available to FSIS, upon request, electronic copies of internal reports derived from PHIS data;
28. Provide limited electronic data access only to authorized personnel;
29. Access the system only for retrieval or analysis of identified information and log off the PHIS promptly after retrieving necessary data;
30. Promptly notify FSIS plant personnel of the test results of submitted samples;

*Inspect, Collect, and Examine Imported Cooked Meats for Under Processing*

31. Determine the final disposition of suspect lots in violation of APHIS import requirements;
32. Provide FSIS, as quickly as possible, with oral and written instructions on sampling plans and action requested, such as depth of recall, retention or detention of suspect lots, and final disposition of product;
33. Determine and inform FSIS of any additional information required to ensure complete enforcement of APHIS standards and import requirements;

34. Notify the foreign government, the brokers/importers, and the appropriate FSIS office of the findings and actions being taken by APHIS as a result of violations of regulatory requirements;
35. Provide APHIS representatives to work with FSIS emergency response teams;

*Ensure That Meat and Poultry Products  
Imported from Foreign Countries into the United States Meet  
Applicable Animal Health and Inspection Control Standards*

36. Provide information on slaughter establishments certified and approved to export to the United States and provide updates of the establishment listings;
37. Conduct telephone conferences with officials from APHIS, FSIS, and other interested government agencies as needed;
38. Inform FSIS of changes in a foreign country's disease status and/or export eligibility status;
39. Provide FSIS with the names of program officials stationed in foreign countries with notification of changes made in a timely manner;
40. Provide FSIS with information regarding the disease status of countries exporting products to the United States, and information on their respective audit plans;
41. Brief APHIS's foreign program personnel on the various facets of FSIS's program and/or direct them to the appropriate official for information;
42. Provide FSIS with copies of product restriction information when this information is not contained in Title 9, *Code of Federal Regulations*, Part 94, or when more detailed information is available;
43. Inform FSIS of acceptable interpretations of regulations affecting product production in restricted countries. This information will be updated on a periodic basis when FSIS personnel are attending area meetings or when there are significant changes in policy. FSIS, through its regular reviews, will gather information and notify APHIS of any deviations from acceptable practices;
44. Conduct reviews of foreign plants to determine the adequacy of proposed procedures for processing product to mitigate risk due to animal disease. APHIS will provide to FSIS detailed interpretations of requirements and how they must be met in the establishments. When requested by APHIS, FSIS will collect information regarding animal disease issues and in-plant processes during regularly scheduled audits and will report relevant information to APHIS;

*Standard Procedures for Handling Imported Cooked Meat Products  
in Which Pink Juices Are Found in Products at an  
Approved FSIS Import Establishment*

45. Advise APHIS field personnel to not take action to dispose of a product without first obtaining instructions through channels from APHIS, VS, National Import Export Services (NIES), Import Animal Products Staff, Director or their designee;
46. Consider any contamination hazards and coordinate with FSIS on specific procedures related to potential food security contamination issues;
47. Through the APHIS Director or the designee of the NIES Import Animal Products Staff:
  - a. Establish communication with the following:
    - i. U.S. representative of the foreign establishment or the U.S. importer; and
    - ii. The appropriate FSIS office;
  - b. Notify appropriate government officials in the country of origin through the Agricultural Attaché;
  - c. Investigate the extent of the problem by determining if other shipments are involved;
  - d. Initiate appropriate action to:
    - i. Refuse entry in accordance with APHIS regulations and policy;
    - ii. Coordinate with direct assistance of APHIS headquarters, with local APHIS field office, and FSIS Office of International Affairs to ensure that satisfactory disposition of the product is made in accordance with VS policy and to ensure that all appropriate VS and FSIS personnel are notified as is appropriate; and
    - iii. Coordinate appropriate actions with regional and local APHIS offices when pink juices are found in products in commerce (i.e., in U.S. establishments or wholesale warehouses after passing port-of-arrival inspection);

*Standard Procedures for Handling Perishable Cooked Pork Products  
from Restricted Countries as Indicated in 9 CFR, Part 94*

48. The Director of APHIS, VS, Animal Products Permitting and Negotiation Services, or their designee, will:
  - a. Immediately contact the U.S. representative of the foreign establishment or importer;
  - b. Notify appropriate government officials in the country of origin through the Agricultural Attaché;
  - c. Request information (records) for location, etc., of identified production code product;
  - d. Coordinate with appropriate FSIS or APHIS-VS headquarters office of any action to control recall, destroy, or export product;

- e. Involve APHIS-VS and APHIS-IES (Investigative and Enforcement Services) field personnel in tracing product, if necessary; and
- f. Supervise the movement and/or destruction of the product.

#### 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 the fiscal resources are to transfer, a separate agreement must be developed by the parties.

#### ARTICLE 9 – 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 10 – AMENDMENTS

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

#### ARTICLE 11 – TERMINATION

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

ARTICLE 12 - EFFECTIVE DATE AND DURATION

This Memorandum of Understanding shall become effective upon the date of final signature and shall continue for 10 years but may be modified or discontinued at the request of either party. Each party shall provide in writing 60 days' notice in advance of the effective date desired for termination of this agreement or any major modification. The provisions of this Memorandum of Understanding shall be reviewed annually.

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL PLANT AND HEALTH INSPECTION SERVICE

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ASSISTANT ADMINISTRATOR                      DATE

 11/20/14  
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DEPUTY ADMINISTRATOR                      DATE