

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE (FSIS)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)

ARTICLE 1- PURPOSE

The purpose of this Memorandum of Understanding is to provide for cooperation in the enforcement of regulations governing the commercial transportation of equines for slaughter.

ARTICLE 2- BACKGROUND

APHIS has authority under Section 903 of the Federal Agriculture Improvement and Reform (FAIR) Act of 1996 to regulate the commercial transportation of equines to slaughter by persons regularly engaged in that activity. In order to implement this authority, APHIS has regulations, which cover, among other things the food, water, and rest provided to equines intended for slaughter during commercial transportation. A significant part of the monitoring for compliance with the regulations takes place upon the equines' arrival at the slaughter facilities. Under the Federal Meat Inspection Act, FSIS has the responsibility to inspect equines prior to slaughter at slaughter facilities. Therefore, FSIS is in a position to assist APHIS in its monitoring of commercial transporters of equines for slaughter by inspecting and observing equines, as they are unloaded, inspecting the conveyances, reviewing the owner-shipper certificates, and notifying APHIS where non-compliance is discovered.

ARTICLE 3- AUTHORITIES

Departmental Regulation No. 1 314-1  
Section 903 of the Federal Agriculture Improvement and Reform (FAIR) Act of 1996  
Federal Meat Inspection Act

ARTICLE 4- OBJECTIVES

To ensure that equines moving to slaughter by commercial transportation are handled humanely and that owners and shippers involved in such movements are in compliance with 9 C FR Part 88.

To ensure that incidents of noncompliance are investigated and that appropriate regulatory action is pursued.

ARTICLE 5- MUTUAL AGREEMENT

FSIS and APHIS agree that:

1. FSIS has qualified personnel available to inspect, observe, and report any evidence of non-compliance with the regulations under 9 CFR Part 88;
2. APHIS and FSIS will cooperate in accordance with applicable laws and regulations to allow resolution of each incident of noncompliance with 9 CFR Part 88;
3. The details of this cooperative undertaking shall be jointly planned and executed by the cooperating parties; and
4. Each party shall provide, when requested by the other, all information in its possession pertaining to an incident of noncompliance with 9 CFR Part 88 or shipment which may be useful or necessary in the preparation of cases and prosecution of violators.

#### ARTICLE 6- FSIS RESPONSIBILITIES

FSIS agrees to/that:

1. Inspect equines prior to slaughter;
2. Review the owner/shipper certificate of each load;
3. When available, inspect the animal cargo area of the conveyance for compliance with regulations;
4. Immediately notify the FSIS District Office to report to the APHIS VS of any apparent noncompliance with the regulations covering equines received for slaughter.
5. The specific issues of noncompliance are:
  - a. Equines not accompanied by an owner/shipper certificate;
  - b. Not meeting the conditions specified in subparts 88.4 (a)(3)(vii) and 88.4 (a)(4)(i) and (ii) which indicates that the equine is:
    - i. Able to bear weight on all four limbs;
    - ii. Able to walk unassisted;
    - iii. Not blind in both eyes;
    - iv. Older than 6 months of age;
    - v. Not likely to give birth during the trip; and
    - vi. As can be observed by FSIS in a safe manner that:
      1. Each equine has enough floor space to ensure that no equine is crowded in a way likely to cause injury and discomfort; and

2. Each stallion and any aggressive equines are completely segregated so that no stallion or aggressive equine can encounter any other equine on the conveyance.
- c. Equines having been on the conveyance longer than 28 hours according to the owner shipper certificate;
- d. Equines in obvious physical distress; and
- e. Equines that have been transported in a conveyance with an animal cargo space designed to transport animals on more than one level.

#### ARTICLE 7- APHIS RESPONSIBILITIES

APHIS agrees to:

1. Provide FSIS with appropriate APHIS Veterinary Services contact points;
2. Provide veterinary personnel for follow-up as soon as possible upon receipt of information from FSIS of noncompliance with regulations;
3. Ensure that investigations are conducted as appropriate; and
4. Provide appropriate training including assessing conditions listed in Article 6 to FSIS veterinarians.

#### ARTICLE 8- FINANCIAL OBLIGATION

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

#### ARTICLE 9- FUNDS AVAILABILITY

This Memorandum of Understanding 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 Memorandum of Understanding 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, the parties must develop a separate agreement.

#### ARTICLE 10- CONGRESSIONAL RESTRICTION

Under USC 22, Title 4, 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 11 - AMENDMENTS & TERMINATION

This Memorandum of Understanding may be amended or terminated by either party upon submission of a written request for consideration by the other party no less than sixty (60) days prior to the proposed effective date.

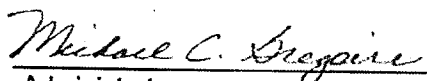
ARTICLE 12 - EFFECTIVE DATE & DURATION

This Memorandum of Understanding will be in effect upon date of final signature and will continue until (not to exceed 5 years from final signature).

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOOD SAFETY AND INSPECTION SERVICE

 7/11/13  
Administrator Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

 7/11/2013  
Administrator Date