

Mexico shall, in addition to the statements required by paragraph (a) of this section, state that such goats have been tested for tuberculosis and brucellosis with negative results within 30 days preceding their being offered for entry, and give the date and method of testing, the name of the consignor and of the consignee, and a description of the animals including breed, ages, markings, and tattoo and eartag numbers. Notwithstanding such certification, such goats shall be detained or quarantined as provided in §92.427 and retested for brucellosis.

(c) If sheep or goats are unaccompanied by the certificate as required by paragraphs (a) and (b) of this section, or if they are found upon inspection or retesting, as provided for in this part, to be affected with a communicable disease or to have been exposed thereto, they shall be refused entry and shall be handled thereafter in accordance with the provisions of section 8 of the Act of August 30, 1890 (26 Stat. 416; 21 U.S.C. 103), or quarantined, or otherwise disposed of as the Administrator may direct.

(d) Certificates will not be required for wild ruminants, other than sheep and goats, originating in and shipped direct from Mexico, but such animals are subject to inspection at the port of entry as provided in §92.426.

(Approved by the Office of Management and Budget under control number 0579-0040)

[55 FR 31495, Aug. 2, 1990, as amended at 56 FR 367, Jan. 4, 1991; 57 FR 28081, June 24, 1992; 61 FR 17239, Apr. 19, 1996]

§92.429 Ruminants for immediate slaughter.

Ruminants, other than sheep and goats, may be imported from Mexico, subject to the applicable provisions of §§92.424, 92.425, 92.426, and 92.427(b)(2) for immediate slaughter if accompanied by a certificate issued in accordance with §92.405(a) and stating that the veterinarian who issued the certificate has inspected the animals in the herd from which the ruminants will be imported and found them free of evidence of communicable disease, and that, so far as it has been possible to determine, they have not been exposed to any such disease common to animals of their kind during the preceding 60

days, and if the ruminants are shipped by rail or truck, the certificate shall further specify that the ruminants were loaded into cleaned and disinfected cars or trucks for transportation directly to the port of entry. Such ruminants shall be moved from the port of entry in conveyances sealed with seals of the United States Government. Sheep and goats from any part of Mexico may be imported only in compliance with other applicable sections in this part.

[55 FR 31495, Aug. 2, 1990, as amended at 57 FR 28081, June 24, 1992; 61 FR 17239, Apr. 19, 1996]

§92.430 Importation of ruminants through the Harry S Truman Animal Import Center (HSTAIC).

(a) *Exclusive right to use HSTAIC.* The Animal and Plant Health Inspection Service will enter into a cooperative-service agreement with only one importer for each importation through the Harry S Truman Animal Import Center (HSTAIC). Applications for the HSTAIC lottery will not be accepted from, and a cooperative-service agreement to use HSTAIC will not be offered to or entered into with, any person who has debts owing to APHIS that have not been paid by the date specified in APHIS's original billing notification to the person. Any person who has debts owing to APHIS that have not been paid by the date specified in APHIS's original billing notification to that person will be removed from the current priority list. An importer granted the exclusive right to use HSTAIC may include in his or her allotted number, animals of the same species belonging to other persons interested in importing animals through HSTAIC, except that llamas and alpacas may be included in the same importation. However, the Animal and Plant Health Inspection Service will deal exclusively with the importer in whose name the application for use of HSTAIC was submitted. The Animal and Plant Health Inspection Service will hold this importer solely responsible for all costs (excepting capital expenditures at HSTAIC) incurred during the animal qualification process. The animal qualification process begins on the date the

cooperative-service agreement is delivered to the address listed on the importer's HSTAIC application, for the importer's signature, if HSTAIC is not available to other importers, up to a maximum of 30 days. A cooperative-service agreement will be deemed to have been delivered when the importer signs the U.S. Postal Service domestic return receipt, or the importer refuses delivery of the cooperative-service agreement by the U.S. Postal Service, or the cooperative-service agreement is returned by the U.S. Postal Service as either unclaimed or undeliverable. HSTAIC can accommodate a finite number of animals at one time, but the maximum allowed for a particular importation will vary, depending on the size of the species. The Animal and Plant Health Inspection Service will specify this figure in the cooperative-service agreement, reproduced in paragraph (d) of this section.

(b) *Scheduling.* Applications from prospective users of HSTAIC are processed according to the following system:

(1)(i) *All applications for use of HSTAIC.* To qualify to use HSTAIC, an importer must submit a completed application,¹⁰ providing estimates when exact information as required on the application form is unavailable.

(ii) Each applicant for the importation of animals through HSTAIC must make a deposit of \$32,000 in the form of a certified check or money order, payable in U.S. funds. The deposit of each applicant who is not given the opportunity to use HSTAIC will be returned to the applicant at the end of the calendar year of the prospective importation, or whenever the applicant removes his or her name from the priority list described in paragraph (b)(4) of this section. The Animal and Plant Health Inspection Service will draw on the deposit of the applicant whose application is selected, to pay for the costs of preparing and maintaining HSTAIC in readiness for the applicant's animals. A charge of \$1,067 will be made for each day that HSTAIC is

not available to another importer, starting on the date the cooperative-service agreement is delivered to the address listed on the importer's HSTAIC application, and ending either with the day that APHIS receives the signed cooperative-service agreement or the day the applicant notifies APHIS in writing that he or she does not intend to sign the cooperative-service agreement, up to a maximum of 30 days. A cooperative-service agreement will be deemed to have been delivered when the importer signs the U.S. Postal Service domestic return receipt, or refuses delivery of the cooperative-service agreement by the U.S. Postal Service, or the cooperative-service agreement is returned by the U.S. Postal Service as either unclaimed or undeliverable.

(2)(i) During the first seven days of December,¹¹ the Animal and Plant Health Inspection Service will hold a lottery, randomly drawing the names of applicants in an order that will determine the order in which they will be offered use of HSTAIC for an importation during the next calendar year. To be included in the annual December lottery, applications must reach the Import-Export Animals Staff, Veterinary Services, no earlier than October 1 and no later than October 15 of that year.

(ii) One application is required for each importation proposed. Deposits required by paragraph (b)(1)(ii) of this section must be received by APHIS at least 7 calendar days prior to the date of the lottery.

(3) The priority list established by the annual December lottery will remain effective from January 1 through December 31 of the next calendar year, superseding all previous lists. Which year's list is used is governed by the date exclusive use of HSTAIC is offered and not by the date the applicant's animals are scheduled to arrive at HSTAIC.

(4) The names of all applicants whose applications have reached the Import-

¹⁰Application forms are available from, and must be submitted to the Animal and Plant Health Inspection Service, Veterinary Services, National Center for Import-Export, 4700 River Road Unit 38, Riverdale, Maryland 20737-1231.

¹¹The Animal and Plant Health Inspection Service will publish a notice announcing the exact date in the FEDERAL REGISTER at least 30 days in advance of the December drawing.

Export Animals Staff, Veterinary Services, no earlier than October 1 and no later than October 15 (see paragraphs (b)(1) and (2) of this section), and whose deposits have reached APHIS at least 7 calendar days prior to the date of the lottery, will be drawn during the December lottery. The order in which names appear on the priority list will correspond to that established by the lottery. If the person first offered the right to use HSTAIC does not ensure receipt of the cooperative-service agreement by the Import-Export Animals Staff, Veterinary Services, within 30 days of receiving the cooperative-service agreement, the Animal and Plant Health Inspection Service will void that offer, and make an offer to the applicant next on the priority list. The Animal and Plant Health Inspection Service will limit importations to one per importer for the period encompassing the calendar year for which the lottery is held and the following two calendar years, except when no other lottery participants are prepared to use HSTAIC during the time it would be available in those years. The priority list established during the December lottery will remain in effect during the calendar year following the lottery, and will take precedence over any applications received after October 15th. Applications received after October 15th will be added to the priority list, with precedence established by the order in which the Import-Export Animals Staff, Veterinary Services, receives them.

(5) If the Import-Export Animals Staff, Veterinary Services, does not receive more than one application between October 1st and October 15th for the December lottery, the December lottery for that year will be cancelled, and the Animal and Plant Health Inspection Service will grant the exclusive right to use HSTAIC for an importation during the next calendar year in the order applications are received.

(6) The Secretary of Agriculture may grant priority over other applications to an application from an agency of the United States Government, if for an importation potentially of value to the general public, and if received before July 15 of the year preceding the pro-

posed importation.¹² However, an agency of the United States Government must submit its application in accordance with this section, except that an agency of the United States Government must enter into an interagency agreement with the Animal and Plant Health Inspection Service for a deposit of \$32,000 by certified check or money order, payable in U.S. funds. HSTAIC importations by agencies of the United States government will be limited to one per year, except when HSTAIC is available and the Import-Export Animals Staff, Veterinary Services, has received no other applications for its use during that year.

(c) *Responsibilities of the Applicant Selected.* By certified mail, return receipt requested, the Animal and Plant Health Inspection Service will send a cooperative-service agreement to the applicant being offered the exclusive right to use HSTAIC, as provided in paragraph (d) of this section. The applicant must, within 30 days of receipt, sign and ensure that the Import-Export Animals Staff, Veterinary Services, receives the cooperative-service agreement. The cooperative-service agreement must be accompanied by a certified check or money order, or an irrevocable letter of credit (the letter of credit having an effective date 90 days after the animals' scheduled release date from HSTAIC), payable in U.S. funds, for the amount specified in the cooperative-service agreement. Any funds remaining from the \$32,000 deposit will be applied to the quarantine costs, and will be deducted from the balance due with the cooperative-service agreement. For importations requiring use of an embarkation quarantine facility, including site-specific blueprints and location, must be included when the cooperative-service agreement is returned to the Import-Export Animals Staff, Veterinary Services.

¹²If the Secretary grants priority to an application from an agency of the United States Government, the Animal and Plant Health Inspection Service will publish a notice in the FEDERAL REGISTER prior to October 1 of the year preceding the proposed importation.

(1) An importer interested in animals ineligible for importation because officials in the exporting country or area will not allow the Animal and Plant Health Inspection Service to provide the services prescribed in the cooperative-service agreement, may, upon notification of this ineligibility from the Animal and Plant Health Inspection Service, propose to substitute animals available from another location. If this importer has not returned the signed cooperative-service agreement within the 30 days specified in the cooperative-service agreement, the Animal and Plant Health Inspection Service will return any portion of the importer's deposit that has not been expended. In that case, the applicant next in priority will be offered the exclusive right to use HSTAIC, in accordance with the procedures in this section.

(2) The importer may not abrogate his/her responsibility for costs incurred after the signing of the cooperative-service agreement, regardless of any occurrences that prevent the importation from proceeding as planned.

(3) The importer signing the cooperative-service agreement returned to the Animal and Plant Health Inspection Service is responsible for paying all costs, excluding capital expenditures at HSTAIC, incurred in qualifying the specified animals for importation through HSTAIC. A partial list of costs for which the importer must assume responsibility includes: expenses for preparing and maintaining HSTAIC in readiness for the importation; expenses for sentinel animals in the United States, when required, and for tested animals prevented, for any reason, from moving from HSTAIC elsewhere within the United States; laboratory tests; medical treatment; official travel by Animal and Plant Health Inspection Service personnel, including per diem expenses in the country from which animals are being exported, when required; courier services to transport test samples to the Foreign Animal Disease Diagnostic Laboratory, when required; salaries of HSTAIC personnel; all supplies for animals care, maintenance, and testing during the quarantine and in the post-quarantine cleaning and disinfection of HSTAIC; utilities and overhead, including sup-

port staff, during the quarantine and post-quarantine cleanup.

(4) Capital expenditures at HSTAIC constitute the only costs for which the importer will not be held responsible.

(5) For costs incurred during any stage of the importation through HSTAIC—that is, costs not calculated into the amount collected from the importer in accordance with the cooperative-service agreement—the Animal and Plant Health Inspection Service will bill the importer at a later date. Payment will be due upon receipt of the bill.

(6) The Animal and Plant Health Inspection Service will return to the importer any part of the money remitted with the cooperative-service agreement set forth in paragraph (d) of this section that is not used to cover the non-capital costs of the importation through HSTAIC.

(d) *Cooperative-Service Agreement.* Each importer being granted the right to use HSTAIC must sign, and comply with, the cooperative-service agreement with the Animal and Plant Health Inspection Service. A sample cooperative-service agreement for importers other than agencies of the United States government is reproduced in this paragraph. (Agencies of the United States government being granted the right to use HSTAIC must enter into an interagency agreement with the Animal and Plant Health Inspection Service.) The amount of money the importer must advance, left blank in the following sample, will depend on figures unique to a particular importation. This amount will be specified in the cooperative-service agreement the importer receives.

COOPERATIVE-SERVICES AGREEMENT BETWEEN
(NAME OF IMPORTER) AND THE UNITED
STATES DEPARTMENT OF AGRICULTURE, ANI-
MAL AND PLANT HEALTH INSPECTION SER-
VICE

The importer, _____, wishes to qualify animals for importation into the United States. The United States Department of Agriculture, Animal and Plant Health Inspection Service, administers the Harry S Truman Animal Import Center (HSTAIC), a facility through which the importer may import animals into the United States.

To effect this importation, both parties agree to the following terms:

The importer agrees:

1. To have this cooperative-service agreement in the office of the Animal and Plant Health Inspection Service's Import-Export Animals Staff, Veterinary Services, within 30 days of the date of receipt, evidenced by the postal return-receipt.

2. To remit with the cooperative-service agreement a certified check, money order, or irrevocable letter of credit having an effective date that extends 90 days beyond the animals' scheduled release from HSTAIC, payable in U.S. funds to the United States Department of Agriculture, Animal and Plant Health Inspection Service, in the amount of \$_____. (This amount represents the estimated cost (except capital expenditures at HSTAIC) of qualifying the animals for importation through HSTAIC, less any unused portion of the \$32,000 deposited in conjunction with the application for the exclusive right to use HSTAIC.

3. To limit to _____ the number of animals, species _____ transported to HSTAIC for an importation scheduled to begin on or about _____ and to end with the animals' release from HSTAIC, scheduled for _____.

4. To assume liability for all costs (except capital expenditures at HSTAIC) attributable to preparing and maintaining HSTAIC in readiness for the importation, and to qualifying animals for and through quarantine in the embarkation quarantine facility (EQF), when quarantine in an EQF is required, and in HSTAIC for importation into the United States. (A partial list of these costs would include expenses for sentinel animals in the United States and for tested animals prevented, for any reason, from moving from HSTAIC elsewhere within the United States; laboratory tests; medical treatment; official travel by Animal and Plant Health Inspection Service personnel, including per diem expenses in the country from which the animals are being exported; courier services to transport test samples to the Foreign Animal Disease Diagnostic Laboratory; salaries of HSTAIC personnel; all supplies for animal care, maintenance, and testing during the quarantine and in the post-quarantine cleaning and disinfection of HSTAIC; utilities and overhead, including support staff, during the quarantine and post-quarantine cleanup.)

5. To obtain from foreign government officials authorizations granting Animal and Plant Health Inspection Service personnel free access to the EQF, when quarantine in an EQF is required, and permits for export.

6. To secure from animal carriers permission for Animal and Plant Health Inspection Service personnel to accompany the animals to the EQF, when quarantine in an EQF is required, and from the EQF to HSTAIC.

7. To maintain and operate the EQF, when quarantine in an EQF is required, in compli-

ance with 9 CFR 92.431 of the Code of Federal Regulations.

8. To accept as final the findings of the Administrator, Animal and Plant Health Inspection Service, on the animals' eligibility to enter the EQF, when quarantine in an EQF is required, to enter HSTAIC, and to be released from HSTAIC.

9. To follow procedures prescribed by the Animal and Plant Health Inspection Service, appropriate to the disease and pest status of the quarantined animals. (When quarantine in an EQF is required, the presence in the EQF of even one animal either exposed to, or infected with, rinderpest, foot-and-mouth disease, hog cholera, African swine fever, swine vesicular disease, or certain other contagious, exotic diseases, automatically disqualifies all animals in the EQF from entering HSTAIC. The presence in HSTAIC of even one animal either exposed to, or infected with, one of the diseases referred to in this paragraph, automatically disqualifies all animals in HSTAIC from moving anywhere within the United States after the period in quarantine.)

10. To assume responsibility for disposal of quarantined animals that do not qualify to move into or within the United States. (In the case of animals disqualified while quarantined in HSTAIC, the Animal and Plant Health Inspection Service will stipulate the conditions under which the disqualified animals in HSTAIC must be destroyed. The importer must, within 10 days of notification from the Animal and Plant Health Inspection Service, remove from the EQF or HSTAIC, animals untreatable or treated for, but not cured of, a communicable disease other than foot-and-mouth disease or any of certain other exotic diseases. Animals removed from HSTAIC must be moved out of the United States or be destroyed under conditions stipulated by the Animal and Plant Health Inspection Service.)

11. To assume responsibility for all costs the Animal and Plant Health Inspection Service incurs during this importation, excluding capital expenditures at HSTAIC.

12. To pay, upon receipt, post-quarantine billings incurred during this importation, for costs exceeding the amount remitted with this cooperative-service agreement plus the initial \$32,000 deposit.

The Animal and Plant Health Inspection Service Agrees:

1. To provide the personnel required to perform inspections, laboratory procedures, and examinations, and to provide on-site supervision of the isolation, quarantine, care and handling of animals on premises of origin, in the EQF when quarantine in an EQF is required, and in HSTAIC.

2. To inform the importer of any quarantined animals in the EQF or in HSTAIC that fail to qualify for entry into the United States, and to inform the importer that he/

§ 92.431

9 CFR Ch. I (1–1–97 Edition)

she must assume responsibility for their disposal.

3. To finance capital expenditures at HSTAIC without charging the importer.

4. To account for all money disbursed from the amount remitted, and to provide the importer with a complete written accounting upon termination of this cooperative-service agreement.

5. To refund to the importer any part of the money remitted with this cooperative-service agreement that is not used to cover the non-capital costs of the importation through HSTAIC.

Both parties agree:

1. That this cooperative-service agreement is effective upon signature by both parties.

2. That this cooperative-service agreement will not be signed by the Administrator if the Import-Export Animals Staff, Veterinary Services, Animal and Plant Health Inspection Service, has not received this signed cooperative-service agreement, including the specified remittance for the amount due, by 4:30 p.m. on the thirtieth calendar-day after the date on the United States Postal Service's return receipt, evidencing its receipt by the importer.

3. That this cooperative-service agreement will not be signed by the Administrator if the cooperative-service agreement is not accompanied by the physical plans for the EQF, including its location and site-specific blueprints (except when quarantine in an EQF is not required).

4. That this cooperative-service agreement will be voided if the Administrator, Animal and Plant Health Inspection Service, determines that the importer has not completed arrangements with the responsible officials in the exporting country by 4:30 p.m. on the date 42 calendar-days after the importer's signing of this cooperative-service agreement.

5. That, if both parties agree, this cooperative-service agreement may be amended in writing.

6. That either party may terminate this cooperative-service agreement upon giving 30 days written notice to the other party, but premature termination will not relieve the importer of responsibility for costs incurred, as provided in this cooperative-services agreement, nor will it relieve the Animal and Plant Health Inspection Service of responsibility for providing the importer with a complete written accounting of money disbursed from the amounts remitted.

7. That during the performance of this cooperative-service agreement, the importer agrees to be bound by the Equal Employment Opportunity and Nondiscrimination provisions set forth in Exhibit A and the Nonsegregation of Facilities provisions set

forth in Exhibit B,¹³ which are attached to and made part of this cooperative-service agreement.

8. That no member of, or delegate to, Congress may participate in, or benefit from, this cooperative-service agreement.

Date	Importer
Date	Administrator Animal and Plant Health Inspection Service, United States Department of Agriculture.

[55 FR 31495, Aug. 2, 1990, as amended at 55 FR 53136, Dec. 27, 1990; 59 FR 9620, Mar. 1, 1994; 59 FR 67615, Dec. 30, 1994; 60 FR 13898, Mar. 15, 1995]

§92.431 Embarkation quarantine facility; criteria and standards for approval.

Criteria for establishment of an embarkation quarantine facility outside the United States for the purpose of importing ruminants into the United States that are eligible for importation only through the Harry S Truman Animal Import Center are as follows:

(a) *Establishment.* (1) The Administrator may enter into an agreement with one or more parties for the establishment of such a facility pursuant to the standards in paragraph (b) of this section.

(2) To qualify for designation as an embarkation quarantine facility (EQF) for a specifically authorized importation, the facility must meet the requirements of paragraph (b) of this section.

(3) All costs associated with the establishment and operation of such an embarkation quarantine facility shall be borne by the owner or operator of such facility.

(4) The Animal and Plant Health Inspection Service requires that the importer submit the physical plans for the EQF for which he/she is requesting approval. The physical plans must include location of the facility and site-specific blueprints. The importer must send these physical plans, due with the cooperative-service agreement as provided in §92.430(d) to the Animal and Plant Health Inspection Service, Veterinary Services, National Center for

¹³Import-Export Animal Staff, Veterinary Services, APHIS, USDA, will send each importer copies of exhibits A and B along with the cooperative-services agreement.