

**MEMORANDUM OF UNDERSTANDING (MOU)
AMONG
THE CENTERS FOR DISEASE CONTROL AND PREVENTION (CDC)
DIVISION OF SELECT AGENTS AND TOXINS (DSAT)
THE
THE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
AGRICULTURAL SELECT AGENT PROGRAM (ASAP)
AND THE
FEDERAL BUREAU OF INVESTIGATION (FBI)
THE CRIMINAL JUSTICE INFORMATION SERVICES DIVISION (CJIS)**

ARTICLE 1 - PURPOSE AND BACKGROUND

The Division of Select Agents and Toxins (DSAT) located within the Centers for Disease Control and Prevention (CDC) of the United States Department of Health and Human Services (HHS), the Agricultural Select Agent Program (ASAP) located within the Animal and Plant Health Inspection Service (APHIS) of the United States Department of Agriculture, (USDA), and the Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) (hereinafter referred to as the Agencies) will, to the greatest extent practicable, coordinate activities to achieve the following purposes:

- (1) To maximize the coordination and collaboration of activities conducted by the Agencies in executing their responsibilities under the authority of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, including:
 - a. a single system of registration for individuals and entities who possess, use, or transfer an overlap agent or toxin;
 - b. a procedure for the sharing by DSAT and ASAP of information received from the CJIS; and,
 - c. inspection and enforcement activities.
- (2) To minimize the administrative burden on individuals and entities subject to the select agent and toxin regulations (7 CFR 331, 9 CFR 121, and 42 CFR 73).
- (3) To ensure that Federal Select Agent Program registration information is contained in a National Select Agent Registry (NSAR).

ARTICLE 2 - AUTHORITIES

DSAT - Subtitles A and C of Title II (Enhancing Control on Dangerous Biological Agents and Toxins) of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (P.L. 107-188).

ASAP - Subtitles B and C of Title II (Enhancing Control on Dangerous Biological Agents and Toxins) of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (P.L. 107-188).

CJIS - Sections 201, 212, and 221 of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (P.L.107-188) (codified at 42 USC 262a, 7 USC 8401, and 7 USC 8411; 28 USC 534; and 28 CFR 0.85).

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The Agencies agree to:

- (A) Maintain consistency in the application and enforcement of the select agent and toxin regulations.
- (B) Ensure a single system of registration for individuals and entities that possess, use or transfer an overlap select agent or toxin.
- (C) Ensure coordination in promulgating select agent and toxins regulations.
- (D) Ensure, through the use of standard operating procedures, the coordination of the processing of requests and reports from individuals and entities regarding overlap select agents and toxins.
- (E) Ensure consistency in the processing of requests for expedited reviews of individuals and entities.
- (F) Ensure consistency in implementing the review and appeal process.
- (G) Maintain joint Federal Select Agent Program.
- (H) Exchange information in a timely manner.
- (I) Provide representatives to a Federal Select Agent Program Steering Committee which will meet on a regular basis to coordinate Program activities, policies, and procedures.

ARTICLE 4 - DSAT AND ASAP JOINT RESPONSIBILITIES

- (A) Review and republish in the Federal Register at least biennially, or more often as needed, a list of select agents and toxins.
- (B) Ensure the coordination of the Federal Select Agent Program processing requests, reports, inspections and enforcement activities.

- (C) Conduct joint training of inspectors.
- (D) Maintain conflict resolution procedures for any matters associated with the Federal Select Agent Program.
- (E) Jointly report to Congress annually on the number and nature of theft, loss, and release notifications.

ARTICLE 5 - INDIVIDUAL AGENCY RESPONSIBILITIES

DSAT agrees to designate in writing an authorized representative who will be responsible for collaboratively administering the activities conducted under this MOU.

ASAP agrees to designate in writing an authorized representative who will be responsible for collaboratively administering the activities conducted under this MOU.

CJIS agrees to designate in writing an authorized representative who will be responsible for collaboratively administering the activities conducted under this MOU.

ASAP agrees to provide the lead inspector for all inspections of registered entities owned by CDC.

With regard to an individual or entity whose registration is required to be recognized by both, ASAP and DSAT agree that:

- A. Each agency will recognize and respect the approvals for overlap agent registration and/or transfer of the other agency.
- B. The non-lead agency will recognize and respect the inspection determinations concerning overlap agents made by the lead agency.

The CJIS agrees to:

- A. Conduct Security Risk Assessments (SRA) in accordance with P.L. 107-188 for the Federal Select Agent Program.
- B. Communicate with designated representatives of the Federal Select Agent Program regarding the SRA status of applicants.
- C. Coordinate SRA issues with the Federal Select Agent Program to provide thorough and synchronized communication regarding restricted persons with the appropriate authorized representatives.

ARTICLE 6 - STATEMENT OF NO FINANCIAL OBLIGATION

Signatures on this MOU do not constitute a financial obligation of the signature agencies. Each signatory agency is to use and manage its own funds in carrying out the purposes of this MOU. Transfers of funds or items of value are not authorized under this MOU.

ARTICLE 7 - 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 administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the agencies.

ARTICLE 8 – AMENDMENTS AND TERMINATION

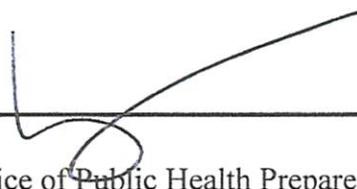
This MOU may be amended in writing at any time by mutual agreement of the Agencies. This MOU may be terminated upon 60 days' written notice by one of the agencies to the other agencies.

ARTICLE 9 – THIRD PARTY RIGHTS

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise against any of the agencies, their parent agencies, the United States, or the officers, employees, agents, or other associated personnel thereof. The agencies will seek to resolve any disputes regarding this MOU by mutual consultation.

ARTICLE 10- EFFECTIVE DATE AND DURATION

The MOU will become effective upon date of final signature and will remain in effect for 5 years from the date of the last signature.



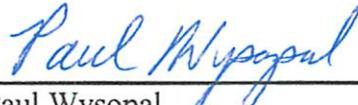
Director
CDC, Office of Public Health Preparedness and Response
Date: 8/20/12



APHIS, Agricultural Select Agent Program, Director
Veterinary Services
Date: 8/15/12



APHIS, Agricultural Select Agent Program, Director
Plant Protection and Quarantine
Date: 8/8/12



Paul Wysopal
CJIS, Section Chief, National Instant Criminal
Background Check System
Date: 10/19/2012