

**MONTANA DEPARTMENT OF FISH, WILDLIFE and PARKS**

**Wildlife Division**

**P. O. Box 200701 · Helena, MT 59620-0701 · (406) 444-2612**

**SCIENTIFIC COLLECTOR'S PERMIT**

**Permit # 2016-025**

**IACUC #** USDA APHIS (5/2014)

**Fee:** No Fee

**Federal Permit #:**

**Date Issued:** 1/1/2016

**Permitted Activities:** Possession

**Date Expires:** 12/31/2016

**Permit issued to:** Jack Rhyan

**Address:** USDA APHIS Veterinary Services  
4101 Laporte Ave  
Fort Collins, CO 80521

**Phone number:** 970-266-6140

**Email:** jack.c.rhyan@aphis.usda.gov

**Associated with:** USDA APHIS Veterinary Services

A report of activities conducted under the provisions of this permit must be sent to Montana Fish, Wildlife and Parks, Attn: Wildlife Division, POB 200701, Helena, MT 59620-0701 by December 31 annually. The report should list the number of animals handled, including species, date, location (GPS location in UTM coordinates or latitude-longitude if possible; or the legal description in Township, Range, Section and quarter section; otherwise a detailed description of location), other known biological information (sex, age, etc.) and/or cause of death if known. This information will be used for administrative purposes, and to supplement location information housed in the Montana Natural Heritage Program on species.

**Subpermittees:**

Becky Frey

Copies of this permit must be in possession while engaged in activities.

This permit is not transferable.

Montana Fish, Wildlife & Parks

  
Ken McDonald

Administrator, Wildlife Division



Permit# 2016-025 Page 1 of 2

CC:

**INTERAGENCY AGREEMENT**  
**between the**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**and the**  
**NATIONAL PARK SERVICE**

**ARTICLE I. BACKGROUND AND OBJECTIVES**

To evaluate sterilization by use of GonaCon™, an immunocontraceptive vaccine, as means of decreasing the potential for transmission of *Brucella abortus* in bison. This agreement is between the U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services and the U.S. Department of Interior, National Park Service, Yellowstone National Park.

**ARTICLE II. STATEMENT OF WORK**

A. During the period of performance, up to 63 live bison (8-16 seronegative bulls, 32-40 seropositive cows, 5-7 seronegative cows) may be transferred by the National Park Service from the Stephens Creek capture facility in Yellowstone National Park to the Animal and Plant Health Inspection Service for transport to fenced quarantine pastures in Corwin Springs, Montana. The Animal and Plant Health Inspection Service will conduct an experimental research study with these bison to determine whether:

- Immunocontraception can prevent the shedding of *Brucella abortus* bacteria in young, recently infected bison;
- Immunocontraception with GonaCon™ vaccine can prevent shedding of *Brucella abortus* bacteria throughout the infection cycle; and
- Recovery from the contraceptive treatment and the brucellosis infection can be completed without any further shedding of the bacteria during subsequent pregnancies.

B. Any bulls that seroconvert to positive may, with notification of the National Park Service Key Official, be transferred to an Animal and Plant Health Inspection Service quarantine facility in Fort Collins, Colorado, for a venereal transmission study.

C. Additional Yellowstone bison may be transferred by the National Park Service to the Animal and Plant Health Inspection Service for this research study in subsequent years based on written bilateral modification of this agreement.

D. All data collected by the Animal and Plant Health Inspection Service during this research study will be provided to the National Park Service in the form of data releases and/or interim and final reports.

E. Changes to this agreement may be affected by issuance of a written modification hereto which both parties execute.

**ARTICLE III. TERM OF AGREEMENT**

The period of performance of this agreement will be from February 19, 2013, through January 31, 2017 at which time both parties will review and evaluate the agreement for possible extension.

**ARTICLE IV. KEY OFFICIALS**

National Park Service  
Yellowstone Center for Resources  
Rick Wallen, Wildlife Biologist  
P.O. Box 168  
Yellowstone National Park, WY 82190  
307-344-2285  
rick\_wallen@nps.gov

Animal and Plant Health Inspection Service  
Veterinary Services  
Jack Rhyan, DVM  
National Wildlife Research Center  
Fort Collins, CO 80521  
970-266-6140  
Jack.C.Rhyan@aphis.usda.gov



## ARTICLE V. PAYMENT

A. The National Park Service will not charge the Animal and Plant Health Inspection Service a fee for the bison that are provided to it. The National Park Service cannot guarantee a specific number of bison to the Animal and Plant Health Inspection Service in any given year.

B. The National Park Service and the Animal and Plant Health Inspection Service will use their own respective funding sources to accomplish their respective tasks. The National Park Service will not pay for or provide equipment, funding, or personnel for bison transport or security to the Animal and Plant Health Inspection Service, or vice versa.

C. This agreement may be renewed yearly if agreeable to both parties. Renewals shall be in the form of a written bilateral modification. It is mutually understood that renewals are subject to the availability of funds for future work; and it is hereby agreed that, if funds are not available, the Animal and Plant Health Inspection Service shall release the National Park Service from any liabilities and future commitment under this agreement.

## ARTICLE VI. PROPERTY MANAGEMENT AND DISPOSITION

A. The Animal and Plant Health Inspection Service will assume ownership of the bison in Yellowstone National Park once they are loaded, secured, and manifested into trailers or other vehicles appropriate for transporting bison.

B. When any Yellowstone bison are no longer needed for the purposes of the research experiment described in Article II, Statement of Work, they should be consigned based on their brucellosis status as described in the Environmental Assessment – “Evaluation of GonaCon™, an immunocontraceptive vaccine, as a means of decreasing transmission of *Brucella abortus* in bison in the Greater Yellowstone Area” (USDA, May 2012) and the Animal Use Appendix (QA 1858) – “Evaluation of GonaCon™, an immunocontraceptive vaccine, as a means of decreasing shedding of *Brucella abortus* in bison” (attached):

- “At the end of the study, all seropositive animals will be euthanized and necropsied with specimens collected for culture. All carcasses, with the exception of those vaccinated with GonaCon™, will be donated to local food banks or Indian tribes. Ova and semen will be collected and frozen for genetic conservation utilizing embryo transfer techniques.
- All or a subset of offspring that remain or become seropositive for *B. abortus* after weaning will be maintained and monitored through their first parturition. Adults and offspring that remain negative for brucellosis based on serology and culture [blood, milk, and swabs], and satisfy the bison quarantine requirements as published in the UM&R [Uniform Methods and Rules 2003], will be used for bison conservation.”

Bison that test negative for brucellosis exposure will be:

- Consigned to a quarantine location for further diagnostics;
- Consigned to a managed for public trust conservation program to supplement population genetic diversity;
- Consigned to an introduction program to establish a new conservation population of wild bison on tribal or public lands; or
- Utilized in an embryo transfer program for bison genetics conservation.

If no such opportunities exist, bison will be consigned to a private not-for-profit bison conservation program, or as a last choice, to any private party that requests transfer of ownership. The Animal and

Plant Health Inspection Service will be responsible for organizing the final disposition of the GonaCon™ research animals whether for conservation or transfer to other research.

C. Pursuant to 36 CFR part 10, Yellowstone bison transferred to individuals and private institutions cannot be slaughtered or released without adequate protection from premature hunting. The Animal and Plant Health Inspection Service will notify parties receiving bison of this regulation. Once the bison have left the research facilities, however, the Animal and Plant Health Inspection Service does not have the ability to enforce 36 CFR 10.

D. The Animal and Plant Health Inspection Service agrees that the live Yellowstone bison in the experimental research study described in this agreement are to be used solely for research purposes, are to be used only at the organization's facilities in Corwin Springs, Montana or Fort Collins, Colorado, and only under the direction of their Key Official for this agreement or others working under his supervision, and will not be transferred to anyone else without notification of Yellowstone National Park.

**ARTICLE VII. PRIOR APPROVAL**

The National Park Service authorities for entering into this agreement are 16 U.S.C. § 1 et seq., 16 U.S.C. § 3, and 16 U.S.C § 36.

During 2011, the National Park Service transferred 52 bison (4 males, 48 females) from the Stephens Creek capture facility in Yellowstone National Park to the Animal and Plant Health Inspection Service for transport to fenced quarantine pastures in Corwin Springs, Montana. The Animal and Plant Health Inspection Service began conducting an experimental research study with these bison as described in Article II, Statement of Work. This agreement allows additional bison to be transferred for use in research studies at the above specified locations.

**ARTICLE VIII. REPORTS AND/OR OTHER DELIVERABLES**

The Animal and Plant Health Inspection Service shall provide annual and final reports to the Key Official for the National Park Service on this agreement for all data collected during this study.

**ARTICLE IX. TERMINATION**

Either party may terminate the agreement by providing 14 days advance written notice to the other party.

**ARTICLE X. AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Interagency Agreement.

National Park Service:

(b) (6)  
Signature: \_\_\_\_\_  
Daniel N. Wenk  
Superintendent, Yellowstone NP  
February 21, 2013

Animal and Plant Health Inspection Service:

(b) (6)  
Signature: \_\_\_\_\_  
Mark Davidson  
Director, Western Region, USDA, APHIS, VS  
February 26, 2013

(b) (6)  
Signature: \_\_\_\_\_  
Tina Holland  
Financial Assistance Agreements Officer  
February 21, 2013