

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
PLANT PROTECTION AND QUARANTINE**

**COMPLIANCE AGREEMENT**

1. NAME AND MAILING ADDRESS OF PERSON OR FIRM

2. LOCATION

3. REGULATED ARTICLE(S)

4. APPLICABLE FEDERAL QUARANTINE(S) OR REGULATIONS

5. I/WE AGREE TO THE FOLLOWING:

6. SIGNATURE

7. TITLE

8. DATE SIGNED

The affixing of the signatures below will validate this agreement which shall remain in effect until cancelled, but may be revised as necessary or revoked for noncompliance.

9. AGREEMENT NO.

10. DATE OF AGREEMENT

11. PPQ/CBP OFFICIAL (NAME AND TITLE)

12. ADDRESS

13. SIGNATURE

14. U.S. GOVERNMENT/STATE AGENCY OFFICIAL (NAME AND TITLE)

15. ADDRESS

16. SIGNATURE

## National Cotton Compliance Agreement

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
PLANT PROTECTION AND QUARANTINE PROGRAMS

### NATIONAL COTTON COMPLIANCE AGREEMENT STIPULATIONS

That in authorizing and participating in the treatment of uniform universal density compressed baled cotton as a basis for the certification of regulated articles, **no** liability shall be attached either to the United States Department of Agriculture, to cooperating agencies, or to any of their employees in the event to the property or to the regulated articles; to handle, process and move regulated articles in accordance with instructions; to maintain and offer for inspection such records as may be required; to carry out all additional conditions, treatments, procedures, precautions, and sanitary measures which may be required by the Plant Protection and Quarantine (PPQ) Plant Health Safeguarding Specialist (PHSS) in the following stipulations:

1. To export **only** COTTON requiring phytosanitary certification in bales compressed to gin standard density (SD). Gin SD bales must contain between 22 (10 kg) and 28 (12.7 kg) pounds of lint per cubic foot (.028 m<sup>3</sup>) to qualify for that category.
2. To visually inspect each shipment using the attached hypergeometric sampling chart (see **TABLE 1**) to ascertain that the bales are free from living insects, cottonseed, soil, plant material, or other contaminants. To verify through random sampling that the bales are compressed to universal density. The integrity of the bale wrapping **must** be maintained to prevent contamination of the cotton with soil, grease, etc.
3. To load **only** cotton that has been stored and entered into the inventory of warehouse(s) party to this agreement.
4. To load **only** clearly marked bales that have been kept segregated from uncompressed cotton into clean containers. Marking **must** include, but is **not** limited to the Permanent Bale Identification tag. Containers **must** be visually inspected for freedom from soil and other contaminants.
5. Containers with less than a full load of compliant warehouse origin cotton **must** be reinspected at a port of export by Federal, state, or county officials if commingled with non-compliant cotton.
6. Cotton inspected at the compliant facility may **only** be offloaded into another container with prior approval from Federal, state or county officials. Offloading without prior approval will invalidate the previous inspection.
7. To maintain files of shipping documents showing the number of bales, marks, weight and origin by state of each bale, signed and completed PPQ Form 572 and the signature of the manager or their authorized agent. Such files will be available for inspection upon request by Federal, state, or county officials. Files of each shipment **must** be maintained for three years even if participant is **no** longer an active participant in the program.

8. After completion of the inspection and loading, contact Federal, state or county officials by using a completed and signed PPQ Form 572, Application for Inspection and Certification of Domestic Plants and Plant Products for Export, for each shipment.
9. Federal, state, or county officials reserve the right to periodically inspect operations, facilities and individual shipments of cotton shipped under this agreement. Such inspections may occur without prior notice to the warehouse official, but shall occur during normal duty hours.
10. Compliance agreements are non-transferable. If the individual leaves his/her present employer or company, he/she **must** notify the local Federal, state or county officials within fourteen days of the occurrence in writing.
11. With the signature below, the person undertakes the responsibility for compliance for all conditions in the Compliance Agreement for all persons he/she directly supervises who may be involved with the regulated articles.
12. The person who undertakes the responsibility for the compliance of the warehouse will maintain a list of all trained personal who have the authority under this agreement to inspect and sign the inspection report. A current and updated list of signatures will be kept on file with Federal, state, or county officials.
13. Training and review of the conditions of this agreement will be conducted at least annually or more often as conditions warrant. Such training and reviews will be provided by Federal, state, or county officials to individuals who sign as party to this agreement.
14. USDA reserves the right to modify the conditions of this agreement in order to meet any changes in Phytosanitary import requirements of a foreign country(s). USDA will contact Federal, state, or county officials with the new importation requirements.
15. Verification of a facility and individual's participation in the National Cotton Compliance Agreement Program is required prior to issuance of a Phytosanitary certificate for which a completed and signed PPQ Form 572 has been received. Federal, state, or county officials **must** verify the signature on the PPQ 572 with the signature on file.
16. This compliance agreement may be cancelled for repeated violations of the conditions of this agreement. Notification of each violation, major and minor, shall be communicated to the facility and responsible individual(s) by local Federal, state, or county officials. All violations **must** be corrected within fourteen days. Facilities receiving 1 major violation or three or more minor violations in a twelve (12) month period shall have their compliance agreement cancelled. Such cancellation shall be made in writing and with 30 days prior notice.

Major violations include but are **not** limited to:

- a. Cotton **other than** that compressed to universal density
- b. Receipt of notification of non-compliance from a foreign country, for which a violation is confirmed

- c. Unauthorized signature on PPQ Form 572
- d. PPQ Form 572 signed at non-compliant facility or by unauthorized person at a compliant facility
- e. Absence of PBI tags on each bale
- f. Failure of facility to timely notify Federal, state, or county officials of changes in personnel who sign as party to this agreement within fourteen days

Minor violations include but are **not** limited to:

- a. Absence of or errors in marks as described on export certificate
  - b. Bale **not** in conformance with wrapping specifications as adopted and published by the Joint Cotton Industry Bale Packaging Committee
  - c. Incomplete or inaccurate PPQ Form 572 signed by authorized individuals party to this agreement
- 17.** Affected facilities may reapply for participation in the National Cotton Compliance Agreement Program after a six (6) month waiting period and successful completion of official USDA training program.

**TABLE 1: Hypergeometric Table for Random Sampling**

Total number of inspectional units:	Randomly select this number of units to inspect:
1-10	10
11-12	11
13	12
14-15	13
16-17	14
18-19	15
20-22	16
23-25	17
26-28	18
29-32	19
33-38	20
39-44	21
45-53	22
54-65	23
66-82	24
83-108	25
109-157	26
158-271	27
272-885	28
886-200,000	29