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CCC-582
(01-08-03)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

MILK INCOME LOSS CONTRACT (MILC) AGENT APPLICATION AGREEMENT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995.

The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a). The authority for requesting the following information is the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171), the Commodity Credit Corporation Charter Act, as amended, and the regulations at 7 CFR Part 1430. These regulations provide that qualified persons, who desire to act as MILC agents to obtain and disburse benefits on behalf of producers of special religious groups under the Milk Income Loss Contract program through CCC, shall execute and file a written certification and agreement with CCC. This agreement and certification, Form CCC-582, is the required agreement, and without approval of this agreement by CCC, authority to disburse CCC MILC payments to dairy producers of special groups will not be granted. This information may also be provided to other USDA agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies and in response to orders of a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes including 18 USC 286, 287, 371, 641, 651, 1001, 15 USC 714m; and 31 USC 3729, may be applicable to information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

PART A - APPLICATION

The undersigned person, hereby makes application to be a MILC agent under the Milk Income Loss Contract Program in order to enter into a Milk Income Loss Contract with the Commodity Credit Corporation to obtain and disburse MILC program benefits to producers of special religious groups involved in a dairy operation affiliated with the MILC Agent's dairy cooperative or milk handling organization.

| | | | |
|---|--|---|--|
| 1. DATE OF APPLICATION (MM-DD-YYYY) | | 2. NAME OF AUTHORIZED MILC AGENT | |
| 3. MILC AGENT'S BUSINESS ADDRESS (Including Zip Code) TELEPHONE NUMBER (Including Area Code): | | 4. NAME AND ADDRESS (Including Zip Code) OF DAIRY COOPERATIVE / HANDLER THE APPLICANT IS REPRESENTING TELEPHONE NUMBER (Including Area Code): | |
| 5. NAME AND ADDRESS (Including Zip Code) OF THE DAIRY OPERATION THE APPLICANT WILL ACT ON BEHALF TELEPHONE NUMBER (Including Area Code): | | 6. NAME AND ADDRESS (Including Zip Code) OF THE COUNTY FSA OFFICE WHERE THE DAIRY OPERATION IS LOCATED AND FARM RECORDS ARE MAINTAINED TELEPHONE NUMBER (Including Area Code): | |

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|---|--|
| 7. EACH PRODUCER INVOLVED IN THE ABOVE LISTED OPERATION THAT THE APPLICANT WILL REPRESENT ARE AS FOLLOWS: | |
| A. NAME OF PRODUCER | B. PRODUCER'S TAX IDENTIFICATION NUMBER |
| (1) | (1) |
| (2) | (2) |
| (3) | (3) |
| (4) | (4) |
| (5) | (5) |

8. Has the applicant obtained a Power of Attorney (FSA-211) giving authorization to the applicant to enter into a Milk Income Loss Contract (CCC-580) on behalf of each producer identified in Item 7 above. YES NO

9. Does the applicant agree to disburse the MILC program benefits obtained from CCC to the producers in the dairy operation in their monthly milk check? YES NO

| | |
|-----------------------------|------------------------|
| 10A. SIGNATURE OF APPLICANT | 10B. DATE (MM-DD-YYYY) |
|-----------------------------|------------------------|

11. REMARKS

PART B - AGREEMENT

THIS AGREEMENT made and entered into this (1) _____ day of (2) _____, (3) 20 _____, by and between Commodity Credit Corporation (CCC) and (4) _____, (Name of MILC Agent)

WITNESSETH:

WHEREAS, CCC desires that qualified persons act as MILC agents to assist producers of special religious groups in obtaining MILC payments under the MILC payment program of CCC, and the person named above desires to be approved as a MILC agent under such program:

NOW, THEREFORE, CCC does hereby approve the person named above, MILC agent under the MILC payment program, and in consideration of the premises and other considerations contained herein, the parties hereto agree to the duties of the MILC agent as follows:

1. MILC agent shall be familiar with the provisions of the Milk Income Loss Contract program contained in applicable directives issued by FSA, regulations at 7 CFR Part 1430 (the regulations), the forms, addendums, and appendixes prescribed by CCC, and other institutions issued by the USDA Agency which approves the MILC agent on behalf of CCC, and perform duties according to such procedures outlined and issued by the Deputy Administrator for Farm Programs.
2. Subject to other provisions of this Agreement, the MILC agent shall obtain an acceptable power of attorney or acceptable equivalent for the producers of the dairy operation of a special religious group that authorizes the agent to enter into a MILC contract.
3. MILC Agent shall provide the dairy operation's monthly production evidence to the appropriate FSA Office indicated in Item 6.
4. MILC Agent shall inform the dairy operation of all MILC program eligibility requirements, the producer's responsibility to meet those eligibility requirements, and provide the producers in the operation with the necessary forms to complete such requirements.
5. MILC Agent shall facilitate communication between CCC and the producers of the dairy operation.
6. MILC agent shall disburse payments to the dairy operation in the producer's monthly milk check or in an otherwise approved manner.
7. The FSA County Committee shall provide necessary supervision for the MILC agent.
8. Each MILC Agent is subject to audit and shall maintain and retain records of the operation of their dairy cooperative or milk handling organization and make such records and facilities available to FSA representatives.
9. CCC may require proof that the appropriate MILC program benefits were disbursed to the producers in the dairy operation in their milk check and any determination by CCC that such funds were not disbursed to the producers in Item 7 of this application and agreement shall result in CCC immediately terminating this Agreement.
10. The MILC Agent will not adopt any scheme or device to circumvent the purpose of the MILC program regulations of this Agreement.
11. This Agreement may be terminated by either party or by the producers involved in the dairy operation indicated in Item 5 of this application and Agreement at any time upon 30 days notice to the County FSA Office indicated in Item 6.
12. The MILC Agent shall hold CCC harmless from any claim made against CCC in connection with any MILC payment or other activity carried out by the MILC Agent which is not in accordance with the terms and conditions of this Agreement as they correspond to the dairy operation indicated in Item 5 of this application and Agreement.
13. CCC may terminate this Agreement without providing 30 days notice if CCC determines that the MILC Agent failed to meet the terms and conditions of this Agreement.

IT IS FURTHER AGREED that this Agreement and approval as a MILC agent does not constitute the MILC agent a Federal employee or an agent of CCC or the United States Government. It is agreed that this Agreement and the approval as a MILC agent shall remain effective until terminated at any time by CCC or the MILC agent or the producers of the dairy operation the MILC Agent is acting on behalf. The MILC agent shall cease obtaining or disbursing MILC benefits upon receiving from CCC a notice of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

(a) Signature of MILC Agent _____

(Date (MM-DD-YYYY))

(b) For Commodity Credit Corporation BY _____

(Signature of COC Designee)

(Date (MM-DD-YYYY))

APPROVED

DISAPPROVED