

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE GRAIN INSPECTION PACKERS AND STOCKYARDS ADMINISTRATION
(GIPSA)
AND
THE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)

ARTICLE I - PURPOSE

The Grain Inspection Packers and Stockyards Administration (GIPSA) and the Animal and Plant Health Inspection Service (APHIS) have certain related objectives in the discharge of their responsibilities associated with export shipments of U.S. grain and related products from U.S. and Canadian ports. This document revises an Agreement dated November 05, 1981, between the Federal Grain Inspection Service (FGIS), which is now part of GIPSA), and APHIS/Plant Protection and Quarantine (PPQ). The original agreement was intended to improve GIPSA/APHIS collaboration, and in turn, the efficiency of phytosanitary certification of U.S. grain exports. This document updates the original agreement by providing updated procedures and responsibilities for the phytosanitary inspection and certification of export grain and related products.

ARTICLE II - BACKGROUND

The United States is a signatory to the International Plant Protection Convention (IPPC) of the Food and Agriculture Organization (FAO). The IPPC develops and adopts International Standards for Phytosanitary Measures (ISPMs) by which an importing country may require a phytosanitary certificate for certain agricultural products. Under the IPPC, the National Plant Protection Organization (NPPO) of the exporting country is responsible for establishing and maintaining a national export certification system to produce valid and credible phytosanitary certificates.

APHIS/PPQ is delegated responsibility under Section 108 of the United States Department of Agriculture's Plant Protection Act (PPA) of 2000 to inspect plants and plant products offered for export and to certify to the NPPO of the importing country that such products are free of plant pests in accordance with its phytosanitary requirements.

GIPSA provides quality inspections of grains, rice, pulses, legumes, and related products and processed by-products under the U.S. Grain Standards Act (USGSA) and Agricultural Marketing Act (AMA), and in doing so, provides APHIS with the pest status of consignments. APHIS uses this information to issue a phytosanitary certificates for these commodities.

(The term grain shall mean all products for which GIPSA is responsible for under the USGSA and AMA.) GIPSA carries out its inspection responsibilities through Federal and licensed non-Federal personnel. For the purposes of this document, the term GIPSA will be used to refer to GIPSA or its official inspection personnel.

ARTICLE III - AUTHORITIES

- Title 7, Section 79 of the USGSA and Sections 1622 and 1624 of the AMA, for official inspection personnel employed by the Secretary, or other persons under contract with the Secretary, to officially inspect, certify, and identify the class, quality, quantity, and condition of grain and agricultural products when shipped or received in interstate commerce.
- Section 418 (Certification for Exports), Public Law 106-224, of the PPA to inspect plants and plant products offered for export and to certify to the NPPO of the importing country that such products are free of plant pests in accordance with the phytosanitary requirements of foreign countries; and
- Section 431(a) (Cooperation), Public Law 106-224, of the PPA to cooperate with other Federal agencies, the government of foreign countries, international organizations or associations, States and their political subdivisions, farmer's associations and similar organizations, and other persons to detect, eradicate, suppress, control, and prevent or retard the spread of plant pests and diseases.

ARTICLE IV – MUTUAL RESPONSIBILITIES & UNDERSTANDING

It is mutually understood and agreed to/that:

- A. APHIS/PPQ and GIPSA will maintain a working relationship with each other ensuring mutual cooperation and understanding in executing this MOU.
- B. GIPSA will charge a fee to the applicant for services related to phytosanitary inspection as warranted.

ARTICLE V – APHIS RESPONSIBILITIES

- A. APHIS/PPQ will specify the specific grains GIPSA can inspect for phytosanitary purposes.
- B. PPQ will:
 - 1. Provide technical pest identification training for at least two supervisors from each GIPSA location responsible for activities under this MOU.

2. Periodically monitor the accuracy of pest identification performed by GIPSA; and,
 3. Identify all live insects, larvae, and other pests which cannot be identified by GIPSA.
 4. Provide vials, envelopes, etc., required for the submission of specimens.
- C. PPQ will be the primary contact point for applicants requesting phytosanitary certification and will provide all necessary information to enable applicants to obtain phytosanitary certification.
- D. PPQ will not, except under special circumstances (e.g., analysis for plant pathogens, etc.):
1. Inspect grain at elevators or on waterborne carriers; or
 2. Request official subplot or composite samples of grain.
- E. PPQ may ask GIPSA to furnish official samples, copies of inspection logs, official grain inspection certificates, or other inspection information (Inspection Report – Insects in Grain, Form FGIS 921-2) for review and will:
1. Issue a Federal Phytosanitary Certificate; or
 2. Inform GIPSA and the exporter or their agent of circumstances that prevent the issuance of a phytosanitary certificate.

PPQ will maintain the integrity of any official samples obtained from GIPSA and return such samples as soon as possible.

ARTICLE VI - GIPSA Responsibilities

- A. General:
1. GIPSA shall accept applications from exporters for phytosanitary inspections and perform the requested service. Exporters must provide GIPSA with the importing country's phytosanitary requirements.
 2. GIPSA shall, in accordance with prescribed GIPSA procedures, examine officially drawn samples for live insects, larvae, and other pests prohibited by the country of destination.

3. GIPSA will record on Form FGIS 921-2, "Inspection Report – Insects in Grain", pertinent information about any detection of adult insects, larvae, or other pests.
4. GIPSA will notify APHIS/PPQ of live insects or other pests that cannot be accurately identified. Once APHIS/PPQ has been notified, the applicant shall arrange for transportation of the pests to APHIS/PPQ for identification. Official personnel shall secure and preserve the identity of any specimens sent to APHIS/PPQ.
5. GIPSA shall preserve the identity of these pests until such time as they are turned over to APHIS/PPQ. When submitting pests to APHIS/PPQ for identification, the specimens shall be identified by:
 - a. Name of applicant;
 - b. Mode of transportation and identification of carrier;
 - c. Kind of grain;
 - d. Date found;
 - e. Sublot number, if applicable
 - f. Quantity of grain represented by the sample, subsample, component sample, or subplot sample;
 - g. Hold number (s), if applicable; and
 - h. Country of destination.
6. Upon request of APHIS/PPQ, GIPSA shall witness the fumigation of grain infested with insects that are prohibited by the country of destination, in accordance with established procedures in the GIPSA Fumigation Handbook.
7. Upon request of APHIS/PPQ, GIPSA may re-inspect grain for infestation after fumigation, in accordance with the established GIPSA procedures.

8. Upon request of APHIS/PPQ, GIPSA shall witness the fumigation of grain infested with insects prohibited by the country of destination. The fumigation procedures shall be identical to the procedures outlined in the GIPSA Fumigation Handbook. For purposes of phytosanitary certification, the fumigation procedure shall be witnessed even if the grain is not considered "Infested" under the United States Grain Standards Act, or designated as "Sample Grade" due to insect infestation for products inspected under the Agricultural Marketing Act.
9. When grain is infested with prohibited insects and the affected shiphold(s) cannot be fumigated because:
 - a. The ship does not meet the requirements for on-board fumigation as outlined in the GIPSA Fumigation Handbook, or
 - b. The receiving country will not accept grain which has been fumigated.

GIPSA shall, upon request of APHIS/PPQ, witness the complete removal of the infested grain.
10. GIPSA will issue FGIS 921-2 Form to reflect the phytosanitary condition of any lot infested with insects when the affected containerized shipment cannot be fumigated.
11. GIPSA will report to APHIS/PPQ any incidence of live or dead *Trogoderma granarium* (khapra beetle).
12. Additional file samples for phytosanitary inspections are not required. Official file samples may be forwarded to APHIS/PPQ if needed. GIPSA shall maintain a record of all official file samples furnished to APHIS/PPQ.
13. Upon completion of inspection, GIPSA shall promptly provide the completed Form FGIS 921-2, "Inspection Report – Insects in Grain" for the shipment directly to the applicant for service, or mail, fax, or electronically submit a completed copy of the Form FGIS 921-2, "Inspection Report – Insects in Grain" to the APHIS/PPQ office that will issue the phytosanitary certificate. Upon request, a completed copy of Form FGIS 909 and/or Form FGIS 909-2, "Official Export Grain Inspection Certificate," or Form FGIS 917, "Official Grain Inspection and Weighing Certificate," or other approved official certificate shall also be submitted.

To expedite the issuance of a phytosanitary certificate by APHIS/PPQ, GIPSA may telephone their findings to the APHIS/PPQ office that will issue the phytosanitary inspection certificate.

B. Reporting procedures for U.S. grain in Canadian ports:

When a phytosanitary inspection is completed, regardless of whether it is performed in conjunction with an inspection for official grade, a completed copy of Form FGIS 921-2, "Inspection Report - Insects in Grain," shall be promptly mailed, faxed, or electronically transmitted to the Duluth, Minnesota office of APHIS/PPQ.

Upon request, a completed copy of Form FGIS 909, "Official Export Grain Inspection Certificate," and a completed copy of Form FGIS 916, "Official Certificate," shall be promptly mailed, faxed, or electronically transmitted to:

USDA-APHIS-PPQ
515 West 1st Street, Rm. 226
Duluth, MN 55802
Phone: 218-720-5282
Fax: 218-720-5281

ARTICLE VII – APPLICATION PROCEDURES

- A. U.S. Grain in Canadian Ports: This section applies only to phytosanitary inspection services on U.S. grain shipped through Canadian ports including, but not limited to, Baie Comeau, Montreal, Port Cartier, Quebec City, Sorel, and Trois Rivieres.

Applicants requesting phytosanitary inspection services should check the "other closely related services" block on Form GIPSA 907, "Application for Inspection and Weighing Services" and write "phytosanitary". Exporters or their agents must apply for phytosanitary inspection services with the APHIS/PPQ field office at the following address:

USDA-APHIS-PPQ
515 West 1st Street, Rm. 226
Duluth, MN 55802
Phone: 218-720-5282
Fax: 218-720-5281

- B. Export Grain at U.S. locations: Applicants requesting phytosanitary inspection services for grain shipped from export ports and other domestic locations in the United States shall apply with the appropriate APHIS/PPQ office or GIPSA.

ARTICLE VIII - STATEMENT OF NO FINANCIAL OBLIGATION

Signature of this MOU does not constitute a financial obligation on the part of APHIS or GIPSA. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfers of funds or items of value are not authorized under this MOU.

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

ARTICLE X - CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of the MOU or to any benefit to arise there from.

ARTICLE XI - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties in writing.

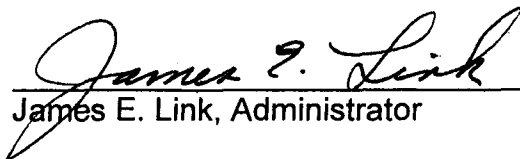
ARTICLE XII - TERMINATION

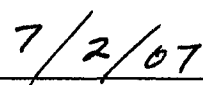
This MOU may be terminated by either party with sixty (60) days written notice to the other party.

ARTICLE XIII - EFFECTIVE DATE AND DURATION

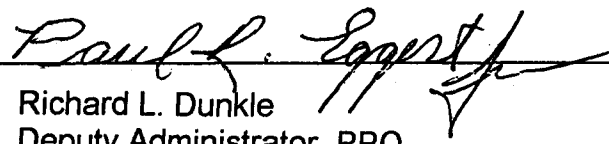
This MOU will be in effect upon date of final signature and will continue for 5 years.

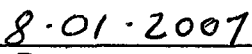
UNITED STATES DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION PACKERS AND STOCKYARDS ADMINISTRATION


James E. Link, Administrator


Date

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


Richard L. Dunkle
Deputy Administrator, PPQ


Date