



United States
Department of
Agriculture

Farm and Foreign
Agricultural
Services

Foreign
Agricultural
Service

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOREIGN AGRICULTURAL SERVICE
AND

GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION
REGARDING THE EXCHANGE OF EXPORT INFORMATION

This Memorandum of Understanding (MOU) revises and supersedes the memorandum jointly signed by the Administrator of the Foreign Agricultural Service (FAS) on May 7, 1991, and by the Administrator of the Federal Grain Inspection Service (FGIS) on May 14, 1991, "SUBJECT: Exchange of Export Information between the Foreign Agricultural Service and the Federal Grain Inspection Service." The earlier memorandum was signed following a recommendation by the Office of the Inspector General to develop a formal agreement for the exchange of information between FAS and FGIS for comparison and reconciliation of export data. This exchange of information has continued between FAS and the Grain Inspection, Packers and Stockyards Administration (GIPSA).

Information on exports reported by U.S. agricultural exporters to FAS pursuant to the Export Sales Reporting Program (7 CFR part 20) and inspections for export reported to GIPSA in Washington by field office personnel are published weekly and are widely used by the public and government as a benchmark for commodity analysis. Therefore, the accuracy of the published data is of major importance and the sharing of the information between FAS and GIPSA can help identify errors in reporting of commodity, class, quantity and destination, as well as duplications and omissions not apparent through normal independent procedures.

The purpose of this MOU is to update the earlier memorandum, include provision for sharing exporter names and addresses, and to make other changes.

Therefore, FAS and GIPSA agree as follows:

I. GIPSA will provide FAS' export sales reporting staff access to the following on-line GIPSA report files:

1. Grains Inspected and/or Weighed for Export - 1000 Bushels.
2. Soybeans Inspected and/or Weighed for Export by Port Area and Country of Destination - 1000 Bushels.
3. Wheat Inspection for Export by Class and Region - 1000 Bushels.
4. Grains Inspected and/or Weighed for Export by Region and Port area - 1000 Bushels.
5. Grains Inspected and/or Weighed for Export by Country of Destination - 1000 Bushels.
6. Grains Inspected and/or Weighed for Export Detailed Listing.
7. Late Shipment Report.
8. Corrections to Previous Publications.
9. Weekly file of Export Grain Information System (EGIS) shipment records.
10. Grains by class and destination for fiscal year, calendar year, or marketing year to date.

In addition, when requested by FAS, GIPSA will provide FAS with the names and addresses of exporters that are receiving GIPSA commodity inspections.

II. FAS will compare the weekly GIPSA data with data reported under the Export Sales Reporting program and advise GIPSA promptly of significant discrepancies in commodity, class, quantity, destination, and load port. FAS will also inform GIPSA of shipments reported under the Export Sales Reporting Program which are not included in the EGIS weekly summary. FAS will provide a monthly listing of differences for reconciliation.

In addition, when requested by GIPSA, FAS will provide GIPSA a list of U.S. exporters, including addresses, who currently export grains for which standards are established in accordance with the United States Grain Standards Act (7 U.S.C. 71 et. seq.).

III. FAS and GIPSA recognize that all provisions of law that relate to the unlawful disclosure of information that is the subject of this MOU apply to the officers and employees of the agency to which information is released to the same extent and in the same manner as the provisions apply to the officers and employees of the agency which originally obtained the information.

IV. The FAS office responsible for implementing this MOU is:

Export Sales Reporting

The GIPSA offices responsible for implementing this MOU is:

Field Management Division and Compliance Division

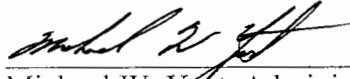
V. FAS and GIPSA will handle their own activities and utilize their own resources, including the expenditure of their own funds, in implementing this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

VI. Nothing in this MOU shall obligate either FAS or GIPSA to obligate or transfer any funds.

VII. This MOU takes effect upon the date of last signature hereto and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either FAS or GIPSA and the subsequent written concurrence of the other. Either FAS or GIPSA may terminate this MOU with a 60 day written notice to the other.

VIII. This MOU is not intended to create, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

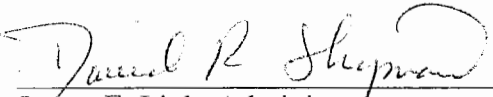
APPROVED FOR FAS:



Michael W. Yost, Administrator
Foreign Agricultural Service

DATE: 4.24.06

APPROVED FOR FGIS:

for 

James E. Link, Administrator
Grain Inspection, Packers and
Stockyards Administration

DATE: 5/3/06