

Agreement No: 12-25-MU-375

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
U.S. DEPARTMENT OF AGRICULTURE, GRAIN INSPECTION, PACKERS AND
STOCKYARDS ADMINISTRATION
AND THE
U.S. DEPARTMENT OF AGRICULTURE, AGRICULTURAL MARKETING SERVICE**

NAME OF PROJECT: Cooperation on Biotechnology-derived Product Testing and Services

OBJECTIVE: The participating agencies share a common responsibility for the marketing of agricultural commodities, fiber and food products. This agreement sets forth areas of cooperation concerning the characterization of biotechnology-derived products and services offered to the agricultural community as presented in *Federal Register* Notice Vol. 67, No. 151, August 6, 2002. This Memorandum of Understanding (MOU) is intended to promote agency efficiencies and enhancements of biotechnology-related scientific services in support of the marketing of agricultural products.

LEGAL AUTHORITY: Agricultural Marketing Act of 1946, Federal Seed Act of 1939, United States Grain Standards Act of 1916, *Federal Register* Notice Vol. 67, No. 151, (8/6/2002).

REVISION: One

EFFECTIVE DATE: July 2, 2004

ORGANIZATION LOCATION:

Agricultural Marketing Service:

USDA, Agricultural Marketing Service
1400 Independence Ave. SW, Rm-3071
Washington, D.C. 20090
Telephone: 202-720-5115

Grain Inspection, Packers & Stockyards Administration:

USDA, GIPSA
1400 Independence Ave. SW, Rm-1094
South Building
Washington, DC 20250
Telephone: 202-720-0219

RESPONSIBILITIES:

The Agricultural Marketing Service (AMS) will:

- (1) develop, evaluate and establish laboratory methodologies used for determining the identification of biotechnology-derived cotton, dairy products, fruits, vegetables, livestock, seed, poultry, and tobacco;
- (2) provide testing services to government entities and to the agricultural community to facilitate the marketing of cotton, dairy products, fruits, vegetables, livestock, seed, poultry and tobacco;
- (3) administer identity preservation/process verification programs for biotechnology-derived cotton, dairy products, fruits, vegetables, livestock, seed, poultry and tobacco; and
- (4) serve as the primary point of contact to administer accreditation programs for laboratories testing biotechnology-derived cotton, dairy products, fruits, vegetables, livestock, seed, poultry, tobacco, grains and oilseeds.

Grain Inspection, Packers and Stockyard Administration (GIPSA) will:

- (1) develop, evaluate and establish laboratory methodologies used for determining the identification of biotechnology-derived grains and oilseeds;
- (2) provide testing services to government entities and to the agricultural community to facilitate the marketing of grains and oilseeds;
- (3) administer identity preservation/process verification programs for biotechnology-derived grains and oilseeds;
- (4) serve as the first point of contact to evaluate the performance of commercially available rapid tests developed to detect biotechnology-derived cotton, dairy products, fruits, vegetables, livestock, seed, poultry, tobacco, grains and oilseeds; and
- (5) serve as the first point of contact for proficiency programs for laboratories testing biotechnology-derived cotton, dairy products, fruits, vegetables, livestock, seed, poultry, tobacco, grains and oilseed.

Shared Responsibilities:

- (1) GIPSA and AMS will exchange information on technology, and collaborate on methodology and scientific issues to conserve resources and develop efficiencies in operating biotechnology analytical laboratories.
- (2) GIPSA and AMS will consult on program proposals to determine areas of cooperation that will provide greater efficiency and unity between the programs.
- (3) As appropriate, GIPSA and AMS will share program resources to enable industry to find the services it needs in one place.
- (4) GIPSA and AMS will share staff for scientific seminars, educational seminars, and workshops related to biotechnology-derived products.
- (5) GIPSA and AMS may, through reimbursable work agreements, share responsibilities in order to increase efficiencies and cost effectiveness.
- (6) GIPSA and AMS will share responsibility for establishing agreements with industry to obtain standards, methods, and materials. GIPSA will serve as the primary point of contact for establishing agreements with organizations introducing new biotechnology-derived grains and oilseeds, and with which GIPSA already has established agreements. AMS will be responsible for establishing agreements with industry for products that are within their authority, except for those organizations where GIPSA has already established agreements.

BASIS OF COOPERATION:

This MOU defines, in general terms, the basis on which the parties will cooperate and does not constitute a financial obligation to serve as a basis for expenditures. Each party will manage and expend its own funds. Any and all expenditures from Federal funds in the Department of Agriculture made in conformity with the plans outlined in the MOU must be in accord with Department rules and regulations and in each instance based upon appropriate finance papers. Expenditures made by any other cooperator will be in accord with its rules and regulations.

The responsibilities assumed by the Cooperating parties under this MOU are contingent upon funds being available from which expenditures legally may be met.

DURATION:

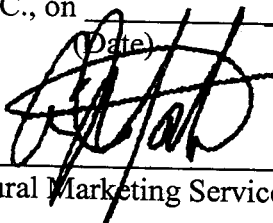
This agreement shall continue in force indefinitely. It may be amended or terminated by mutual consent of the parties in writing. It may be terminated by either party upon 90 days notice in writing to the other party.

This agreement is hereby approved for the Federal Agencies.

JUN 29 2004

Done at Washington, D.C., on _____

(Date)



Administrator, Agricultural Marketing Service

Done at Washington, D.C., on JUN 25 2004

(Date)



Administrator, Grain Inspection, Packers and Stockyards Administration

DR 6/25/04

DR 6/25/04