

MEMORANDUM OF UNDERSTANDING

Between

AGRICULTURAL MARKETING SERVICE (AMS), USDA

and

FEDERAL GRAIN INSPECTION SERVICE (FGIS), USDA

Title of Agreement: Rice Inspection Services.**Objective:** To provide an efficient grading and inspection service for producers, processors, and distributors of rice located in the Commonwealth of Puerto Rico.**Services to be Performed:** Upon request, Fruit and Vegetable Division, Processed Products Branch, shall perform sampling, grading, checkloading, checkweighing, condition of container examination, and sanitation inspections at various locations.**Reimbursement:** Reimbursement shall include the cost of one annual supervisory trip (salary, per diem, and travel expenses), inspection monitoring, and administrative cost.**Legal Authority:** Agricultural Marketing Act of 1946 (7 U.S.C., 1621 et. seq.)**Effective Date:** February 1, 1991.**Responsibilities:**

AMS shall:

1. Apply the United States Standards for Rough Rice, Brown Rice for Processing, and Milled Rice administratively assigned to FGIS under the Agricultural Marketing Act of 1946, as amended, as a basis for the inspection of rice under this agreement.
2. Supervise the day-to-day inspection operations and assign personnel to perform official grading and inspection services on rice in accordance with the regulations and instructions under the Agricultural Marketing Act of 1946, as amended.
3. Assess all applicants the current hourly fee established by FGIS for grading and inspection services under this agreement.
4. Maintain separate and complete records and accounts for rice inspection services.
5. Provide laboratory and office space, equipment, supplies, telephone services, and technical and clerical personnel as needed for efficient performance of activities under this agreement.
6. As mutually agreed upon with the Puerto Rico Department of Agriculture, license such qualified personnel as may be needed to draw samples of rice and to perform related duties including grading duties as determined by and under the supervision of the Federal Supervising Inspector.

FGIS shall:

1. Determine the appropriate inspection methods and techniques, and develop inspection guidelines, instructions, standards, notices, handbooks, and training aids.
2. Provide training to assure proper application of grades and specifications, methods of performing inspections, and issuing certificates and administer appropriate proficiency examinations at the conclusion of any training. In addition, provide for supplemental training that may be required in the application of revised standards, and new and improved inspection methods or techniques.
3. Furnish all the instructions, standards, notices, handbooks, certificates, and FGIS forms required for the performance of rice inspection activities.
4. Submit appropriate documentation at the end of each quarter of the fiscal year to cover the reimbursement amount.

Duration: This agreement shall continue in force indefinitely. It may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 30 days notice in writing to the other party.

This agreement is hereby approved for the Federal Agency.

Done at Washington, D.C., on 3/8/91
(Date)



Administrator, Agricultural Marketing Service

This agreement is hereby approved for the Federal Agency.

Done at Washington, D.C., on 3/8/91
(Date)



Administrator, Federal Grain Inspection Service

FGIS:FM:GMorgan:gm:2/14/91:MOU-RIC2