

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL ALLIANCE OF INDEPENDENT CROP CONSULTANTS
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Memorandum of Understanding (MOU) is entered into between the National Alliance of Independent Crop Consultants (NAICC), whose certification program is the Certified Professional Crop Consultant-Independent (CPCC-I) or Certified Professional Crop Consultant (CPCC) and the Department of Agriculture (USDA), Natural Resources Conservation Service, hereinafter referred to as NRCS.

I. BACKGROUND

NRCS is responsible for providing technical assistance to land owners and operators in protecting soil, water, and related resources under the provisions of Title XII of the Food Security Act of 1985, section 1242 (16 U.S.C. 3842 as amended by the Food, Conservation, and Energy Act of 2008) and other applicable legislation. This legislation authorizes NRCS to cooperate with various Federal agencies, State and local governments, nongovernmental organizations, and individuals in order to carry out its responsibilities and further the conservation mission of NRCS on private lands in a voluntary, scientifically-based manner.

In addition to the technical assistance available from NRCS, USDA conservation program participants have the option of obtaining conservation technical assistance from individuals accepted as Technical Service Providers (TSP) by NRCS.

Section 1242 of the Food Security Act of 1985, as amended by the Farm Security and Rural Investment Act of 2002, Public Law 107-171, May 13, 2002 (referred to as the 2002 Farm Bill), and the Food, Conservation, and Energy Act of 2008 require the Secretary to provide technical assistance under Title XII of the Food Security Act of 1985 to a program participant "directly, or ... through a payment ... for an approved third party, if available."

Section 1242 also requires the Secretary to establish a system for approving individuals and entities to provide technical assistance to carry out programs under this title including criteria for the evaluation of providers or potential providers of technical assistance.

NAICC, formed in 1978, is the professional association and the voice for independent crop consultants and agricultural contract researchers in the United States. These professionals

work from bases in 41 States and several countries, covering every cropping region of the United States and Canada. Members are experts in agricultural and horticultural management and research. NAICC certified members are professional consultants trained in agronomics, entomology, plant pathology, weed science, and Integrated Pest Management.

II. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between NAICC and NRCS to recommend NAICC certified individuals for possible acceptance into the NRCS TSP program. Under this MOU, NAICC will recommend qualified individuals to NRCS who meet CPCC-I and CPCC standards, and NRCS may consider such individuals for acceptance as third party TSPs. It is the intent of both parties that this cooperative effort will be for the mutual benefit of each party, as well as program participants who wish to avail themselves of technical services provided by TSPs.

This MOU recognizes that an individual who has met NAICC standards and is certified as a CPCC-I or CPCC also meets the performance proficiencies established and agreed to by both parties for providing conservation assistance in the respective areas listed below:

- Nutrient Management, Organic, and Inorganic with additional State-specific requirements where applicable
- Integrated Pest Management for Conventional and/or Organic Systems
- Integrated Pest Management Herbicide Resistant Weed Conservation Planning
- Conservation Crop Rotation
- Irrigation Water Management

This MOU recognizes that an individual who has met NAICC standards and is certified as a CPCC-I or CPCC also meets the performance proficiencies established and agreed to by both parties for providing conservation assistance in the respective areas listed below provided they have met all other NRCS certification requirements associated with these practices:

- Buffers
- Comprehensive Nutrient Management Plans with additional NRCS and State-specific requirements where applicable
- Grazing/Forages
- Tillage and Erosion
- Vegetative Land Stabilization

III. BENEFITS AND INTEREST

This MOU will benefit NRCS by providing NAICC certified individuals, recommended by NAICC, the opportunity to become accepted by NRCS as a TSP. This, in turn, will assist NRCS in carrying out its mission of providing quality conservation technical assistance to its customers.

This MOU will benefit NAICC by providing CPCC-I and CPCC certified individuals the opportunity to become accepted by NRCS as a TSP through an abbreviated application process. The process could include:

- General TSP training, including a streamlined application process before or at the annual NAICC meeting or as agreed upon and as funding allows. Current CPCC-I and CPCC TSPs who attend these training sessions every 3 years, or prior to the expiration date of their TSP certification, will have the opportunity to meet recertification requirements provided all other criteria are met.
- The opportunity for NRCS to provide training that will meet all or part of the TSP training requirements for the CPCC-I or CPCC who desire to become TSPs or to re-certify as a TSP for specific conservation activities. This includes Conservation Activity Plans and other NRCS conservation initiatives and activities.

NRCS will place qualified TSPs on the TSP Registry to provide technical service to USDA conservation program participants, thereby expanding their scope of services to existing and future clientele.

IV. RESPONSIBILITIES

A. NAICC will:

1. Make time available prior to or during each annual meeting for NRCS to conduct TSP Certification Training or as otherwise agreed upon.
2. Make additional time available for NRCS to conduct trainings on specific initiatives (i.e. Organic Transition, Nutrient Management, Herbicide Resistant Weed IPM, etc.) and Conservation Activity Plans.
3. Advertise to our membership that these training opportunities are available.
4. Make available to NRCS a registry, as needed, with an agreed-to format of NAICC individuals who have applied to become TSPs and who meet the NRCS criteria for which they are being evaluated including specific conservation practice(s). The registry will contain the following information:
 - a. Name of individual
 - b. Company (if applicable)
 - c. Address
 - d. Telephone and fax numbers; email address
 - e. Skill area by conservation activities or practice(s)
 - f. Service area by State
 - g. Expiration date of qualification under CPCC-I, CPCC
 - h. NAICC listed as a recommending organization

5. Inform individuals seeking certification/accreditations from NAICC that they must meet all requirements necessary for acceptance in a technical service category, including entering into a TSP Certification Agreement with NRCS in order to provide technical services under this MOU.
6. Notify NRCS of any concerns or problems that may affect the organization's recommendation concerning the individual's certification, recertification, certification renewal, or technical service delivery.
7. Remove individuals from the registry provided to NRCS who:
 - Do not maintain their requirements for registration/certification; and/or
 - Are found to be providing substandard assistance from its registry and immediately notify the individuals and NRCS.

Within 30 days of suspension or decertification, NAICC will notify NRCS.

8. Notify members when technical and programmatic materials are available from NRCS to ensure that the highest quality of conservation technical assistance is available.

B. NRCS will:

1. Recognize the experience level of CPCC-I and CPCC certified NAICC members.
2. Develop training for the annual meeting, or as otherwise agreed upon, which will provide the information needed to become a TSP.
3. Provide NAICC with access to current program information and appropriate technical reference documents for use by TSPs. Such documents will include manuals and standards and specifications for appropriate conservation practices. Links will be provided through the TechReg Web site at <http://techreg.usda.gov/>.
4. Commit to provide TSP training opportunities for certified NAICC members.
5. Consult with NAICC in possible decertification issues and complaints. Remove TSPs from the approved list through the decertification process if NRCS determines that the TSP has failed to meet the terms and conditions of their Certification Agreement.
6. Notify NAICC within 30 days of the date when individuals are removed from the approved list through the NRCS decertification process.
7. Terminate this agreement with NAICC if concerns or problems with its accreditation program, recommendations for certification, or other requirements under the agreement arise.

C. It is agreed upon that both parties will:

Meet annually, as a minimum, or more often as requested by either party to review progress and discuss methods of improving this process.

V. GENERAL PROVISIONS

- A. This MOU takes effect upon the signature of the parties and will remain in effect for 5 years from the date of execution. This MOU may be renewed or amended upon written request of either party and the subsequent written concurrence of the other. Either party, in writing, may terminate this MOU with a 30-day written notice to the other.
- B. This MOU is not intended to 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.
- C. Termination of this agreement will not affect individuals certified as TSPs by NRCS. TSPs will continue to be listed on the approved TSP list in accordance with the terms and conditions of their certification until their renewal.
- D. The parties and their respective officers will handle their own activities and utilize their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
- E. All activities under this agreement will be in compliance with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D).
- F. In accordance with NRCS Property Management Regulation, Temporary Regulation A-2. "The program or activities conducted under this Memorandum of Understanding will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendment of 1972, and the Age Discrimination Act of 1975. They will also be in accordance with regulations of the Secretary of Agriculture (7 CFR 15, subparts A and B), which provide that no person in the United States will on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Agriculture or any agency hereof."
- G. The parties and their respective officers will be responsible for its own tasks and results thereof and will not be responsible for the acts of the other party and their results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents, or employees for any injury to persons or property resulting in any manner from the conduct of its agents or employees under this

MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or by itself or its own agents or employees, while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability will be governed by the provisions of the Federal Tort Claims Act (28 USC 2671-80).

- H. This MOU is neither a fiscal nor a funds obligation document. Any endeavor, including specific work projects or activities where there is to be reimbursement or contribution of funds between the parties to this instrument, will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors and work plans will be made in writing in a separate and independent agreement by representatives of the participating programs, authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- I. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

VI. CONTACTS

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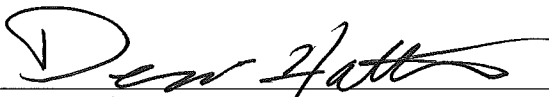
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VII. AUTHORITY

NRCS enters into this agreement under the authority of the Food Security Act of 1985, Section 1242. 16 U.S.C. 3842.

VIII. APPROVAL

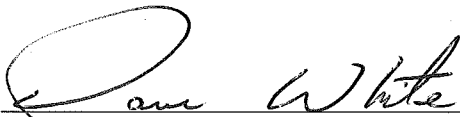
The undersigned parties hereby agree to the terms and conditions specified above.



Dennis Hattermann, Ph.D., NAICC President

June 15, 2011

Date



Dave White
Chief, Natural Resources Conservation Service

6-15-11

Date