

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
AGRICULTURAL RESEARCH SERVICE (ARS)
AND THE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
AND THE
COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE
(CSREES)**

ARTICLE 1: PURPOSE

This Memorandum of Understanding (MOU) is made by and between the Agricultural Research Service, (ARS), the Animal and Plant Health Inspection Service (APHIS), and the Cooperative State Research, Education, and Extension Service (CSREES), (singularly a 'Party', collectively referred to as the "Parties) instrumentalities of the United States Department of Agriculture (USDA). This MOU provides for cooperative participation between the Parties to select activities of mutual benefit regarding the National Clean Plant Network (NCPN), including but not limited to:

- Research; including programs to develop the science needed to support plant pest free status, improved molecular diagnostic technologies, therapy, and relevant taxonomy and systematics studies.
- Quarantine; including programs to identify plant diseases, support the disease free status of plants in national plant germplasm collections, ensure for the disease-free status of plants imported into the country (including post-entry quarantine programs), and the development and implementation of methods and technologies to treat plants infected with disease.
- Outreach; including the establishment and support of general program, regional, and plant/commodity specific centers, networks, and working groups and education, information, and extension services (including support for meetings and workshops).

ARTICLE 2: BACKGROUND

The purpose of the NCPN is to ensure the availability of high quality asexually propagated plant material that is free of targeted plant pathogens and pests that cause disease and resulting economic loss, to protect the environment, and ensure the global competitiveness of specialty crop producers. The NCPN promotes disease and pest free specialty crops, rapid and safe introduction of new varieties from foreign sources, hygienic products for export, and a wholesome and abundant food supply. It attains these objectives by supplying pathogen and pest tested plant material for production of plants for planting. NCPN conducts research to improve its diagnostic and therapeutic services.

ARTICLE 3: AUTHORITY

ARS: The Administrator, Agricultural Research Service has authority at 7 CFR Part 2.65(a)(8), to conduct research into the basic problems of agriculture in its broadest aspects, including, but not limited to, production, marketing (other than statistical and economic research but including research related to family use of resources), distribution, processing, and utilization of plant and animal commodities; problems of human nutrition; development of markets for agricultural commodities;

discovery, introduction, and breeding of new crops, plants, animals, both foreign and native; conservation development; and development of efficient use of farm buildings, homes, and farm machinery except as otherwise delegated in §§ 2.22(a)(1)(ii) and 2.79(a)(2) (7 U.S.C. 427, 1621–1627, 1629, 2201 and 2204).

APHIS: The Secretary is authorized under the Plant Protection Act, as amended, 7 USC 7701-7786, (Public Law 106-580), to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to detect, control, eradicate, suppress, prevent, or retard the spread of plant pests and noxious weeds.

CSREES: Authority exists under the National Research, Extension, and Teaching Policy Act of 1977 (NARETPA) as amended (7 U.S.C. 3101 et seq.), and title XVI SEC. 1402. of the Food, Agriculture, Conservation, and Trade Act of 1990 (Pub. L. No. 101–624, 104 Stat. 3703) for the Secretary of Agriculture to direct, coordinate and provide national leadership and support for research, extension and teaching programs in the food and agricultural sciences to meet major needs and challenges in development of new food and fiber; food and agriculture viability and competitiveness in the global economy; enhancing economic opportunities and quality of life for rural America; food and agricultural system productivity and development of new crops and new uses; the environment and natural resources; or the promotion of human health and welfare.

ARTICLE 4: DEFINITIONS

National Clean Plant Network (NCPN) – A collaborative venture, composed of diagnostic, therapeutic, and horticultural expertise located at land grant universities and NLGCA Institutions (as defined in section 1404 of the National Agricultural Research, Extension, and Teaching Policy Act of 1977, state departments of agriculture, USDA, and commercial nurseries, who work in unison to deliver pathogen-tested planting stock to commercial growers throughout the country.

National Plant Diagnostics Network (NPDN) - The NPDN is a consortium of Land Grant University and State Department's plant pest diagnostic laboratories that protect US agricultural and natural plant systems by:

- Facilitating early detection of pests and pathogens through outreach and education,
- Performing rapid and accurate diagnoses,
- Ensuring timely reporting, and
- Supporting response through partnerships and coordinated surge capacity.

The NPDN is an integral part and partner in the protection of plant agriculture and natural resources through enhanced diagnostics, education, and communication. The NPDN continuously develops capacity that facilitates rapid detection of high consequence plant pests and pathogens.

It is comprised of five regional centers, their member laboratories, and the NPDN Repository. The regional centers are the Western Plant Diagnostic Network (WPDN) center at the University of California, Davis, CA and the Plant Pest Diagnostics Laboratory of the California Department of Food and Agriculture, Sacramento, CA; the Southern Plant Diagnostic Network (SPDN) center at the University of Florida in Gainesville, Florida; the Great Plains Diagnostic Network (GPDN) center at Kansas State University, Manhattan, KS; the North Central Plant Diagnostic Network (NCPDN) center at Michigan State University, East Lansing, MI; the Northeast Plant Diagnostic Network (NEPDN)

center at Cornell University, Ithaca, NY. The central NPDN Repository containing diagnostic data records is housed at the Center for Environmental and Regulatory Information Systems at Purdue University, West Lafayette, IN.

Specialty Crops – As defined in the Specialty Crops Competitiveness Act of 2004 to include “fruits and vegetables, tree nuts, dried fruits, horticulture and nursery crops (including floriculture)”.

ARTICLE 5: STATEMENT OF THE PARTIES

ARS role in the NCPN:

The mission of ARS is to conduct research to develop and transfer solutions to agricultural problems of high national priority and provide and disseminate information to our customers, stakeholders, and society as a whole. Clean plant programs, whether through State, Federal, or private sectors, are critical for maintenance of stable, true-to type, high quality and high yielding plant products for local, national and international distribution. The National Plant Germplasm System (NPGS), coordinated by ARS, maintains and distributes globally diverse collections of genetic plant resources. Although not certified, some of the clonal germplasm in the NPGS is routinely tested for known viruses and other important systemic pathogens as appropriate for a particular crop.

The development of stable vegetative material tested for and free of known pathogens through strict sanitation and indexing is of paramount importance to our agricultural industries, as diseases significantly limit production. ARS continues to partner with other USDA agencies, state departments of agriculture, and industry to support research to develop clean plants and improved, accurate diagnostics for monitoring and management of plant diseases through the NCPN.

APHIS role in the NCPN:

The mission of APHIS is to protect the health and value of U.S. agriculture, natural and other resources. In supporting the NCPN, APHIS specifically desires to:

- Strengthen its safeguarding systems domestically by expanding diagnostic capability through laboratory networks;
- Build protection of the U.S. homeland from agroterrorism into U.S. plant resources safeguarding by collaborating in: 1) pest exclusion, prevention, and quality assurance programs that proactively reduce risk associated with exotic pest and disease introductions and 2) information management processes designed to share information and communicate responsibilities for effective pest exclusion and management;
- Maintain a U.S. safeguarding continuum to protect plant resources by collaborating in: 1) early pest detection and response programs to provide leadership for coordination of national pest detection programs and rapid response to new pest and disease introductions; 2) pest management and eradication programs to reduce the impact of plant pests of regulatory importance through implementation of risk-based management programs; 3) developing and enhance risk-based management programs; 4) develop and implement plant pest and disease safeguarding plan to safeguard plant resources; and 5) develop and maintain partnerships with cooperators sharing a mutual vision and mission, and to synergize resources for maximum impact;

- Develop science-based methods for analysis and technology program delivery to increase the efficacy of Agency programs through the creative development and application of innovative, scientific, and technology approaches.

CSREES role in the NCPN:

CSREES' mission is to advance knowledge for agriculture, the environment, human health and well-being, and communities by supporting research, education, and extension programs in the Land-Grant University System and other partner organizations.

CSREES' two key mechanisms for accomplishing its mission of "advancing knowledge" are:

- National program leadership: Helps states identify and meet research, extension, and education priorities in areas of public concern that affect agricultural producers, small business owners, youth and families, and others.
- Federal assistance: Provides annual formula grants to land-grant universities and competitively granted funds to researchers, educators and Extension personnel in land-grant universities, federal agencies, and other public and private organizations and institutions.

Extension provides a vital link between the research and regulatory communities and stakeholders by providing science-based information that helps the public solve problems and by communicating critical needs from stakeholders back to the research and regulatory communities. Extension is carried out through an extensive network of regional, state, and county extension offices serving each U.S. state and territory. From these offices, educators respond to public inquiries and conduct informal, noncredit workshops and other educational events.

ARTICLE 6: OBJECTIVES

This MOU identifies the Parties in this cooperative program and defines in general terms the basis upon which the Parties will cooperate. The ultimate objective of this MOU between ARS, APHIS, and CSREES is to establish an understanding of how the Parties shall interrelate with each other and with other public, university, non-profit, industry, and other NCPN stakeholders to establish and support NCPN programs. A variety of mechanisms will be used to achieve the goals of this MOU such as joint program planning and implementation, and identifying and committing agency resources, as available, to NCPN activities.

This collaboration among the Parties should help to identify and resolve issues pertaining, but not limited to, the following:

- a. Federal/State NCPN Working Group; including 'Charter' - The establishment of a Federal/State NCPN Governing Body under benefit of a mutually agreed to Charter (to be incorporated under this MOU by reference). The NCPN Governing Body consists of a Federal Core Working Group (CWG) comprising of one member from APHIS, ARS and CSREES and five invited Federal/State members. The NCPN Governing Body shall have an established management/governance structure, stated membership (including procedures to amend memberships), procedural logistics such as for the formulation of subcommittees, working groups, tasks as established and agreed to under its Charter.

- b. University, Non-Profit, and Industry Consultation Process – The establishment of a process for the consultation and inclusion of NCPN stakeholders in Federal or other programs relative to NCPN issues.
- c. Strategic/Operational Plans – The development of a NCPN Strategic Plan; including associated Operational and Program Specific Business Plans as necessary. All plans shall include external and internal scans, coordination back to goals and objectives of the respective program partners, performance benchmarks, ‘outcome’ or other appropriate measures, and Quality Assurance and Control requirements.
- d. Priority Setting – The establishment of a prioritized list of plants or commodities including any associated notes regarding the types of activities and degree of work required for each inclusion. Discussions regarding the list shall include, but is not limited, to the following material (in no particular order in this document):
- Prunus (Stone Fruits)
 - Malus and Pyrus (Pome Fruits)
 - Vitis
 - Humulus
 - Citrus
 - Cane Fruits and Small Berries
 - Sweet Potato
 - Strawberries
 - Nuts
 - Ornamental Trees
 - Other Ornamentals
- e. Plant Introduction and Release Support – The establishment, maintenance, and enhancement of a network of facilities and expertise for pathogen testing and providing therapy for production of plants for planting of specialty crops; including associated research, methods development, risk assessment and management, and education and outreach programs.
- f. Foundation Clean-Stock Program – The establishment and provision of foundation stock to growers and nurseries within prescribed Federal and State certification schemes.
- g. National Plant Germplasm System Improvement – The prioritization of National Plant Germplasm System collections for activities to test for diseases and implement programs to establish ‘clean’ material.
- h. Diagnostic Guidelines and National Standards – The establishment of diagnostic guidelines and national standards for different specialty crop species for accreditation, certification and maintenance; including participation in international standards setting procedures.
- i. Research and Methods Development – The research, development, and utilization of methods to detect and effectively eliminate pathogens and other pests from specialty crops intended for planting.
- j. Best Management Practices – The development of best management practices to be used by industry to maintain the pathogen (or other pest) indexed status of plants for planting. The Best Management Practices shall be developed and established as an ‘Industry Code’ with appropriate communications, consultation, and support-building with affected stakeholders.

- k. Extension, Education, and Outreach Programs – The training (and other information dissemination) of key stakeholders who propagate material to ensure for successful dissemination and use of NCPN products and services.
- l. Resources Coordination – The coordination of the use of resources (including staff, material, property, and funding) among the Parties, including consultations in instances where a Party determines it necessary for them to act unilaterally, for maximum impact to the NCPN program.

Benefits to the Parties of collaborating under this MOU include:

- a. Access of each Party to the diversity of expertise and materials inherent to the Parties collectively.
- b. Methodically facilitating and implementing a comprehensive NCPN.
- c. Rapid, comprehensive action to emerging issues or ongoing matters.
- d. Coordination of NCPN activities with other agency programs and initiatives.
- e. Resources synergy, focus, coordination, and sharing.
- f. Partnership building; extension of, and inclusion in, the NCPN to State, university, non-profit, industry, and other stakeholders.
- g. The establishment of written policies, procedures, and other guidance to support the NCPN.
- h. Shared library and other information and data sources or systems.

ARTICLE 7: MUTUAL AGREEMENT

The cooperating Parties agree to/that:

- a. This MOU is for the mutual benefit of ARS, APHIS and CSREES.
- b. Personnel from their respective Federal agencies, if they are responsible for project work under the MOU, will be subject to their respective employing agency's rules and regulations, unless otherwise specified under separate instrument. The responsibility of project objectives funded or in some other way conducted under the MOU will receive joint guidance from ARS, APHIS, and CSREES, included in the core working group.
- c. The details of specific activities conducted under this MOU shall be planned and executed jointly by the Parties and shall be codified in the form of agreed-to Charters, Strategic and Operational Plans, Work Plans or other appropriate agreements or other instruments specific to each program or undertaking.

ARTICLE 8: ARS RESPONSIBILITIES

To the extent possible and within its current mission, the ARS agrees to:

- a. Designate the National Program Leader, Horticulture and Sugar, ARS, or any other person appointed to or acting in this position, or any other person designated by the Administrator, as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.

- b. Encourage the Agency's staff to participate in programs or other initiatives relevant to the NCPN.
- c. Lead, among the Parties, in matters relating to the need of the NCPN for research and associated skills and resources.
- d. Seek consultation and coordination among the Parties whenever ARS resources are being made available for NCPN purposes.
- e. Encourage ARS staff to consult with the Parties when issues emerge in establishing and supporting the NCPN and associated programs or initiatives.
- f. Provide the Parties with access to relevant NCPN resources, including but not limited to:
 - Research laboratories and facilities
 - Access to locations and material of the National Plant Germplasm System collections.
- g. Provide for professional staff development including exchanges (e.g. details) to the staffs of other Parties of the MOU.
- h. Co-host seminars, lectures, workshops, and other meetings on NCPN, for the objectives of information gathering and dissemination.
- i. Develop or consult with the Parties on appropriate databases for use by universities, industries, government, and others in agricultural plant health communities.

ARTICLE 9: APHIS RESPONSIBILITIES

To the extent possible and within its current mission, the APHIS agrees to:

- a. Designate the Director's NCPN supervisory representative, Quarantine Policy, Analysis and Support Staff (QPAS), APHIS, Plant Protection and Quarantine (PPQ), Plant Health Programs (PHP), or any other person appointed to or acting in this position, or any other person designated by the Administrator, as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Encourage the Agency's staff to participate in programs or other initiatives relevant to the NCPN.
- c. Lead, among the Parties, in matters relating to the need of the NCPN for quarantine activities and associated skills and resources.
- d. Seek consultation and coordination among the Parties whenever APHIS resources are being made available for NCPN purposes.
- e. Encourage APHIS staff to consult with the Parties when issues emerge in establishing and supporting the NCPN and associated programs or initiatives.
- f. Provide the Parties with access to relevant NCPN resources; including but not limited to:
 - Methods development laboratories and facilities
 - Risk analysis and management expertise
 - Quarantine facilities (including quarantined material).
- g. Provide for professional staff development including exchanges (e.g. details) to the staffs of other agencies party to the MOU.
- h. Co-host seminars, lectures, workshops and other meetings on NCPN, for the objectives of information gathering and dissemination.
- i. Develop or consult with the Parties on appropriate databases for use by universities, industries, government and others in agricultural plant health communities.

ARTICLE 10: CSREES RESPONSIBILITIES

To the extent possible and within its current mission, the CSREES agrees to:

- a. Designate the CSREES National Program Leader – Horticulture, or any other person appointed to or acting in this position, or any other person designated by the Administrator, as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Encourage the Agency's staff to participate in programs or other initiatives relevant to the NCPN.
- c. Lead, among the Parties, in matters relating to the need of the NCPN for extension, education, and outreach activities and associated skills and resources.
- d. Seek consultation and coordination among the Parties whenever CSREES resources are being made available for NCPN purposes.
- e. Encourage CSREES staff to consult with the Parties when planning programs relative to CSREES grants targeting NCPN initiatives.
- f. Encourage CSREES staff to consult with the Parties when issues emerge in establishing and supporting the NCPN and associated programs or initiatives.
- g. Provide the Parties with access to relevant NCPN resources; including but not limited to:
 - Education, extension, and outreach resources
 - USDA Grant Programs relevant to the NCPN
 - Stakeholder contacts
- h. Facilitate collaboration of the Parties with the NPDN to the extent that synergy is considered important between the NCPN and the NPDN.
- i. Provide for professional staff development including exchanges (e.g. details) to the staffs of other agencies party to the MOU.
- j. Co-host seminars, lectures, workshops, and other meetings on NCPN, for the objectives of information gathering and dissemination.
- k. Develop or consult with the Parties on appropriate databases for use by universities, industries, government and others in agricultural plant health communities.

ARTICLE 11: FINANCIAL OBLIGATION

In carrying out this MOU, the Parties are to use and manage their own funds. At no time under this MOU may funds transfer between the Parties. If fiscal resources are to transfer, a separate agreement must be entered into by the Parties. Participation of the Parties shall be contingent upon the availability of funds appropriated or otherwise made available by the Congress and provided by the respective Parties to the MOU for NCPN purposes.

ARTICLE 12: OTHER AGREEMENTS

This MOU outlines the general terms and conditions covering the Parties' involvement in specified activities of mutual interest. The Parties to this MOU may enter into agreements, work plans, or other instruments of cooperation or exchange that outline specific programs or activities to be conducted between them and stating any additional information pertinent to the conduct of such cooperative undertakings.

**ARTICLE 13: EQUIPMENT, INTELLECTUAL PROPERTY,
PUBLICATIONS, INVENTIONS, ACKNOWLEDGEMENTS
AND OTHER SIMILAR MATTERS**

The Parties mutually understand that matters regarding the ownership, use or disposition of material, information and other similar matters shall be covered, as appropriate, under other agreements, work plans, other instruments of cooperation, and USDA policies that further the interests of this MOU. This could include matters regarding patents, inventions, intellectual property, copyrights, publications, acknowledgements, equipment and other property, supplies, licenses, and proprietary information.

ARTICLE 14: INDEPENDENT ACTION AND AGREEMENTS WITH OTHER ENTITIES

The Parties understand that nothing in this MOU is to be construed as interfering in any way with the basic responsibilities and authorities of any Party to this MOU for independent action. Additionally, any Party may independently enter into other agreements with other entities for similar or seemingly similar activities as covered under this MOU.

ARTICLE 15: GENERAL PROVISIONS

- a. Relationship of Parties: The relationship between the Parties is and shall remain that of independent agents or entities. Nothing herein shall be construed to create a partnership, agency, joint venture, or teaming agreement between them and/or to imply that either Party's employees are employees of the other.
- b. Rights or Benefits: This MOU does not intend 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. Liability: Additionally, the Parties understand that the plant material generated through the NCPN has been tested for agreed to diseases of concern using agreed to protocols, but that no claims are made by the Parties or any member of the Parties that the plant material so generated is disease-free.
- d. No Third Party Beneficiaries: This MOU is an agreement between ARS, APHIS and CSREES. It does not create or confer any right or benefit on any other person or party, private or public.
- e. Invalidity: A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.
- f. Headings: The headings used in this MOU are for convenience only and shall not affect its meaning or construction.
- g. Notices: Any formal, final documents that are required or suggested to be provided under this MOU shall be delivered (a) in person, (b) by first-class mail, or (c) by e-mail or facsimile followed by first-class mailing, to the Designated Representatives of each Party to this MOU.
- h. Force Majeure. Any Party shall not be in default by reason of any failure in the performance of this MOU if such failure arises out of any act, event, or circumstance beyond the reasonable

foreseeable control of such Party. The Party so affected will resume performance as soon as reasonably possible.

- i. Waiver: No failure of a Party to exercise or enforce any of its rights under this MOU will act as a waiver of such rights.
- j. Integration: This MOU, including Work Plans or other documents as specified under Article 7 c. required to be incorporated as attachments to this MOU, constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written.
- k. Counterparts: This MOU may be executed in counterparts (equivalent copies), each of which will be deemed one original and which, taken together, shall constitute one complete instrument.
- l. Agency Policies: Authority or responsibility for formulating agency policies, budgets, or regulations of the Parties remains the sole purview of the respective Agencies that are Party to the MOU.
- m. Communications: A Party originating any correspondence or documentation relevant under this MOU will send copies in any appropriate format to the other Parties to this MOU.

ARTICLE 16: AMENDMENTS AND SUPPLEMENTAL AGREEMENTS

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

ARTICLE 17: 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 therefrom.

ARTICLE 18: REPLACEMENT AND TERMINATION

This MOU may be replaced or terminated at any time by mutual agreement of the Parties in writing. Additionally, involvement by any Party in this MOU may be terminated by that Party upon sixty (60) days written notice to the other Parties. In the event that this MOU is replaced or terminated as provided for under this Article, any outstanding financial obligations under any independent financial instruments (including but not limited to cooperative agreements, grants or contracts) developed as a result of this MOU shall be addressed through whatever provisions are provided in or otherwise covering those instruments.

ARTICLE 19: MOU MAINTENANCE

The Parties to the MOU shall meet at least once annually for the specific purpose of reviewing the terms and conditions of this MOU. This meeting may be conducted concurrently with other NCPN meetings among the Parties but shall be a distinct component for the purpose of ensuring that the MOU itself remains current to the needs of the Parties.

ARTICLE 20: EFFECTIVE DATE, DURATION AND EXPIRATION

This MOU will be in effect upon date of final signature and shall continue for a period of five (5) years. This MOU may be continued for additional periods, not to exceed five (5) years each, by mutual agreement of the Parties.

AGRICULTURAL RESEARCH SERVICE (ARS)

Edward B. Knippling 3/26/09
Dr. Edward Knippling, Administrator Date

ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)

Kevin Shea 3/26/09
Mr. Kevin Shea, Acting Administrator Date

COOPERATIVE STATE RESEARCH, EDUCATION, AND EXTENSION SERVICE (CSREES)

Mary Hefferan 3/26/2009
Dr. Colleen Hefferan, Administrator Date