

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

**STATE NATIONAL HARMONIZATION PROGRAM MOU TEMPLATE
FOR
SEED POTATOES
Insert Date**

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
{INSERT NAME OF STATE OR OTHER ENTITY} (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)**

ARTICLE 1 – PURPOSE

This MOU provides for the cooperative participation between the parties to hereby establish, as a part of a State National Harmonization Program (SNHP) for seed potatoes, (1) minimum standards set by state authority for certification of seed potatoes in order to facilitate interstate shipment and export and (2) cooperation in pest management.

The purpose of this MOU is to establish, as part of the SNHP for seed potatoes, harmonized standards to control the spread of disease through state certification programs for seed potatoes. This SNHP for seed potatoes allows for uniform minimum phytosanitary standards that may enhance uniformity and quality in seed potatoes shipped between states; may lead to the enhanced marketing of high quality commercial potatoes grown in the United States; and may enhance international marketing of quality seed potatoes exported from the United States.

ARTICLE 2 – AUTHORITY

Under the Plant Protection Act (PPA), as amended, (7 USC §§ 7701 et. seq.), the Secretary of Agriculture is authorized to issue regulations and orders to prevent, detect, control, eradicate, suppress, or retard the spread of plant pests or noxious weeds into or within the United States and 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, domestic or international associations, and other persons to carry out the purposes of the PPA.

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

{Insert State Authority, if so desired}

ARTICLE 3 – DEFINITIONS

1. **Seed potatoes:** potato plantlets, plants, stem cuttings, microtubers, minitubers, tubercles or tubers intended for planting.

2. **Line selected hill units:** tubers that have been taken from an identifiable production field and that have been developed through a series of plant selections, grow-outs, and reselections based on plant or tuber characteristics.

3. **Limited generation system:** a scheme wherein eligible planting stock for each seed class is limited by compliance with established pest tolerances and a specified number of increases in the field.

4. **Regulated pest:** any pest that is controlled under the seed certification system of the cooperator.

5. **Free of regulated pests:** regulated pests are not present in numbers that can be detected using appropriate sampling, inspection, and testing procedures.

6. **Post harvest test:** winter grow-out or laboratory testing of harvested potatoes to verify that regulated pests meet applicable tolerances.

7. **Certifying entity:** is the seed certification entity in each state. This is the exclusively recognized seed potato certifying entity for each state, as listed below:

(INSERT STATE SEED CERTIFICATION ENTITY AND DEFINE STRUCTURE AND STATUTORY AUTHORITY)

ARTICLE 4 – UNIFORM REQUIREMENTS FOR SEED POTATO CERTIFICATION

The cooperating parties agree that seed potatoes may be certified by the cooperator or its designee, under the SNHP if:

1. They are produced from a) tissue culture potatoes that are free of regulated pests or b) from other entry level materials such as line selected hill units or parent plants used in stem cuttings that are free of regulated pests;

2. They are produced under a limited generation system;

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

3. They have undergone at least two field inspections to ensure compliance with tolerances set forth in Annex 2 of this MOU;
4. They are subjected to post-harvest testing for recertification;
5. They are produced and stored in a cooperating state under the SNHP; and
6. Interstate shipments and exports departing from the state are inspected by the Cooperator’s designated officials at the shipping point to verify lot identity and ensure compliance with all applicable phytosanitary requirements.

ARTICLE 5 – COOPERATOR RESPONSIBILITIES

A. The cooperating state with a commercial seed production industry agrees to:

1. Designate *Mr./Ms./Dr.—Insert full name* as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU;
2. Recognize seed certification entities for each state participating in the SNHP;
3. Ensure that certification practices in their state conform fully to the requirements listed in Article 4 of this MOU;
4. Require that the designated seed certifying entity maintains adequate records relating to all aspects of the certification regime, including records to enable trace-back of the certified seed to its field generation and parent material and to ensure lot identification;
5. Require that any testing is performed using generally recognized diagnostic methods and protocols;
6. Provide to APHIS a quality manual describing seed certification procedures, pest tolerances, and testing methodologies, together with mechanisms for ensuring compliance. The quality manual shall consist of the most current certified seed potato standards for each certifying entity and a brief handbook outlining the various standards and protocols for disease testing;
7. Implement potato pest management plans and quarantine response guidelines consistent with those listed in Annex 1 of this MOU; and
8. Require that certified seed produced within the state and offered for interstate and export sale meets the requirements of Article 4 of this MOU.

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

9. Require that in-state growers who purchase seed from outside the state provide or maintain adequate records verifying that such seed meets the requirements of Article 4 of this MOU.

ARTICLE 6 – APHIS RESPONSIBILITIES

APHIS agrees to:

1. Designate *Mr./Ms./Dr.—Insert full name* as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
2. Recognize the seed certification entity that is recognized by the Cooperator to certify seed potatoes under the SNHP if the state meets the requirements set forth in Articles 4 and 5 of this MOU;
3. Oversee the implementation of the federal pest management plans listed in Annex 1 of this MOU;
4. Oversee the SNHP by reviewing records and audits performed by the Cooperator of certification facilities, procedures, and personnel to ensure conformance with the terms of this MOU.
5. Provide additional declaration for international export by attaching such additional declaration to the federal phytosanitary certificate for seed potatoes from the Cooperator state stating that those seed potatoes meet the minimum standards established through the SNHP.

ARTICLE 7 – STATEMENT OF NO FINANCIAL OBLIGATION

Signature on this MOU does not constitute a financial obligation on the part of APHIS or the Cooperator. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOU. Transfer of funds or items of value is not authorized under this MOU.

ARTICLE 8 – SECURITY GUIDELINES

1. When connected to the USDA-APHIS network or hosting APHIS information and/or information systems, comply with the federal, USDA, and APHIS security and privacy requirements to protect APHIS information and information systems against cyber threats and unauthorized intrusions as required by the Federal Information Security Management Acts of 2002 and 2014 (FISMA), the National Cybersecurity Protection Act of 2014, and the Privacy Act of 1974. Specific USDA/APHIS control guidelines are outlined in the most current version of the USDA/APHIS Information System Security

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

Handbook. In accordance with USDA and APHIS regulations and policies on email, the Recipient will not download any material (i.e., pictures, movies, or music files) bearing a copyright, nor access any material defined as inappropriate in these regulations and directives. Additionally, the Recipient agrees that any of its personnel that are given access to the APHIS network, any systems on the APHIS network, or any personnel using APHIS-owned or funded computer equipment will take all APHIS required security and privacy training. Furthermore, the Recipient will not disseminate, post, or publish in any capacity official government information or data unless authorized to do so by this Agreement.

Current APHIS security and privacy requirements, policies, and guidelines can be obtained through the APHIS Information System Security program Manager. APHIS follows USDA’s processes which are based on the most current National Institute of Standards and Technology (NIST) special publications such as NIST Special Publications (SP) 800-37 and SP 800-53 and -53A.

2. Work with the appropriate APHIS Program Unit's Information Systems Security Manager and the APHIS Information Systems Security Program Manager to ensure compliance with the FISMA assessment and authorization (A&A) requirements for APHIS information and information systems. The Recipient must follow USDA/APHIS A&A guidelines and standards described in the USDA six step risk management framework process guide located at: [USDA Six Step Risk Management Framework \(RMF\) Guide](#). The guide is based on applicable National Institute of Standards and Technology (NIST) publications such as, NIST SP 800 – 37, Guide for Applying the Risk Management Framework to Federal Information Systems; and, NIST SP 800 – 53, Recommended Security Controls for Federal Information Systems.

ARTICLE 9 - LIMITATIONS OF COMMITMENT

This MOU and any continuation thereof shall be contingent upon the availability of funds appropriated by the Congress of the United States. It is understood and agreed that any monies allocated for purposes covered by this MOU shall be expended in accordance with its terms and the manner prescribed by the fiscal regulations and/or administrative policies of the party making the funds available. If fiscal resources are to transfer, a separate agreement must be developed by the parties.

ARTICLE 10 – CONGRESSIONAL RESTRICTION

Under 41 USC 22, no member of, or delegate to, Congress shall be admitted to any share or part of this MOU or to any benefit to arise therefrom.

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 – LIABILITIES

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), 2671-2680).

ARTICLE 13 – REVIEW AND AMENDMENT

The terms of this MOU, in particular the seed certification requirements in Article 4, the pest management plans and quarantine response guidelines in Annex 1, and the pest tolerances in Annex 2, shall be subject to periodic review and amendment. This MOU, including annexes, may be amended by mutual agreement of the cooperating parties in writing.

ARTICLE 14 - TERMINATION

This MOU may be terminated by either party upon 30 days written notice to the other party.

ARTICLE 16 - EFFECTIVE DATE AND DURATION

This MOU will be in effect upon date of final signature and will continue for five years from the date of signature.

IF DEROGATION FOR THIS COOPERATOR IS APPLICABLE, INSERT THE FOLLOWING ARTICLE, OR SIMILAR LANGUAGE:

ARTICLE 15– TEMPORARY DEROGATION

Notwithstanding the requirements of ARTICLE 4.3 of this MOU, the tolerance for variety mix in {INSERT NAME OF STATE} will be [xxx]. This derogation will be in effect for a period of {INSERT NUMBER OF YEARS} years following the date of signature.

ARTICLE 15 – TEMPORARY DEROGATION

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

The requirements of ARTICLE 4.6 will not apply to {INSERT NAME OF STATE} for a period of {INSERT NUMBER OF YEARS} years following the date of signature.

INSERT {NAME OF COOPERATOR}

Insert {Name of Signatory} Date
Insert {Title of Signatory}

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

AED Date

USDA APHIS Agreement #	
Cooperator Agreement #	
Cooperator Tax Id#	
Expiration Date	

ANNEX 1

Additional Reference Documents

1) Guidelines on Surveillance and Phytosanitary Actions for the Potato Cyst Nematodes *Globodera rostochiensis* and *Globodera pallida*.

http://www.aphis.usda.gov/plant_health/plant_pest_info/nematode/downloads/potato_guidelines.pdf

2) Potato Necrotic Virus Management Plan

http://www.aphis.usda.gov/plant_health/plant_pest_info/potato/downloads/pvy/NecroticVirusManagementPlan.pdf

ANNEX 2

Maximum Tolerances, Final Field Test

<u>Leafroll</u>	<u>Mosaic</u>	<u>Total Virus</u>	<u>BRR</u>	<u>Variety Mix</u>
1%	2%	3%	0	0.5%