

*Note: The Cooperative Service Agreement Package contains the Notice of Agreement, the Work Plan, and the Financial Plan/Budget Estimate.*

*The Cooperative Service Agreement document formalizes the nature, terms, and conditions of the relationship between APHIS and the cooperator.*

Agreement No. *Insert APHIS agreement number*  
Acct. Code: *Insert accounting code*

COOPERATIVE SERVICE AGREEMENT  
BETWEEN THE  
*INSERT COOPERATOR NAME* (COOPERATOR)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

ARTICLE 1 - PURPOSE

*Describe in brief detail the joint activity covered by this CSA. If appropriate, include specific information such as place and time. Make particular mention or reference to the APHIS program covered by the document, e.g., facility inspection, training, vessel certification, etc.*

*The following three paragraphs can be used as they relate to the CSA, the fourth paragraph is standard language:*

APHIS requires that certain agricultural produce imported from [COUNTRY], be inspected and/or treated by an APHIS Officer to ensure the risk of introducing pests into the United States is eliminated.

The purpose of this Agreement is to facilitate inspection of produce offered for import at embarkation points outside the United States as requested by the Cooperator. This inspection and/or treatment of the produce outside the United States will aid in keeping undesirable pests and diseases from entering the United States, thus giving added protection to the agricultural areas of the United States.

The Cooperator is constructing vessels and/or installing refrigeration equipment to provide cold treatment of fresh produce in transit aboard such ships to this country.

It is the intention of the parties hereto that such cooperation shall be for the mutual benefit and the benefit of the people of the United States and [COUNTRY].

## ARTICLE 2 - AUTHORITIES

*(Authority often cited for PPQ agreements)*

APHIS is authorized by the Plant Protection Act, as amended (7 USC 7701-7786), to cooperate with other Federal agencies, the governments of foreign countries, international organizations, states and their political subdivisions, farmer's associations and similar organizations, and other persons to detect, eradicate, suppress, control, and prevent or retard the spread of plant pests and diseases.

## ARTICLE 3 – MUTUAL RESPONSIBILITIES AND UNDERSTANDINGS

The cooperating parties mutually understand and agree to/that:

*Describe the specific activities that the parties to the CSA will be mutually responsible for completing. Provide as much detail as possible. Likewise, list those general and specific issues or requirements that are mutually understood between the parties. Paragraphs a, c, d, and e are standard. Paragraph b is included only if the conditions apply.*

a. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein. Commodity-specific work plans will be developed and signed by APHIS and the Cooperator or its representative and updated annually.

b. Annual financial plans are to be developed by APHIS and approved by the Cooperator. Financial plans are to be submitted and approved by APHIS, Plant Protection and Quarantine no later than 90 days before the inspection program begins.

c. Title to property purchased by APHIS with Agreement funds shall be transferred to the Cooperator upon termination of the Agreement.

d. APHIS will provide overall direction and control of the program.

*The following Certification of Debarment & Suspension and Federal Debt Status is required unless waived by Federal regulations.*

e. As a condition of this agreement, the cooperator, in signing this Agreement, ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

*The following Contingency Statement must be included in CSA.*

f. This Cooperative Service Agreement is contingent upon the Cooperator depositing in advance, with APHIS, funds needed to conduct covered activities or to provide goods within the availability of APHIS resources. Further, the Cooperator agrees to pay all of APHIS' actual costs incurred.

*Continue to add terms and conditions as needed.*

## ARTICLE 4 – COOPERATOR RESPONSIBILITIES

The Cooperator agrees to/that:

*Describe the activities and responsibilities the Cooperator will perform and assume under the Agreement. Paragraphs a, b, c, d, e and f are standard to the agreements; paragraph g is included only if it applies.*

a. Designate *Mr./Ms./Dr.--Insert full name* as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement. Contact information is as follows:

*Insert street address, telephone and fax numbers, and e-mail address*

b. Upon execution of this Agreement, an advance deposit must be received via electronic funds transfer (EFT) for [AMOUNT] with USDA, to be expended in accordance with USDA regulations. A waiver allowing the Cooperator to submit payment by check must be obtained by contacting USDA, APHIS, FMD, Accounting Team, Butler Square, 5<sup>th</sup> Floor, 100 North Sixth Street, Minneapolis, Minnesota 55403 or by telephone at (612) 336-3247. Instructions for depositing funds via EFT or by mail if waiver is granted can be found in Attachment 1. *EFT instructions can be obtained from the Minneapolis Financial Services Branch, Accounting and Payments Team.*

Funds will be used to cover salary (including overtime), benefits, travel, subsistence, International Cooperative Administrative Support Services (ICASS) and severance (if applicable), overhead, and all other incidental expenses for APHIS Officers needed to perform the work herein described. The advance deposit will be based on length of program and payment schedule set forth in the negotiated financial plan. Should costs be higher than originally anticipated in this Agreement, APHIS reserves the right to increase the required advance payment(s) to cover additional program costs.

c. Provide a (check one)  Tax Identification Number or  Social Security Number in compliance with the Debt Collection Improvement Act of 1996 as follows:

\_\_\_\_\_

d. Obtain from the Government of [COUNTRY] any necessary permits or licenses required for the APHIS Officers to have free access to locations necessary for the performance of the planned work.

e. Furnish facilities in [COUNTRY] for APHIS officers to inspect and/or treat produce offered for the import into the United States.

f. If any pests of economic significance to the United States are found, the infested shipments will not be certified for shipment to United States markets.

*(Insert the following paragraph when APHIS or USDA information technology resources are involved in the project covered by the agreement.)*

g. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Departmental Manual 3140-001, “Management ADP Security Manual; APHIS Directive 3140.2, “APHIS Electronic Mail and Security and Privacy Policy”; APHIS

Directive 3140.3, “APHIS Internet Use and Security Policy”; and APHIS Directive 3140.5, “APHIS Information Systems Roles and Responsibilities”. The Cooperator will not download any material bearing a copyright (i.e., pictures, movies, or music files) nor access any material defined as inappropriate in these regulations and directives.

*Continue to add terms and conditions as needed.*

## ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

*Describe the work and responsibilities that APHIS will perform or assume under the Agreement. Language below will be standard to all agreements, unless specified otherwise. There may be instances such as vessel certification where a work plan is not available.*

- a. Designate *Mr./Ms./Dr.--Insert full name* as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.
- b. Delegate authority to the APHIS Regional Director with oversight responsibilities for this program to sign annual work plans and financial plans.

*For agreements that include a detailed work plan, use the following three articles:*

- c. Initiate, administer, and conduct activities as outlined in the Work Plan and Financial Plan referenced in Article 3.a of this Agreement.
- d. Provide qualified Federal personnel to conduct activities as outlined in the Work Plan and Financial Plan referenced in Article 3.a of this Agreement.
- e. Prepare progress reports as outlined in the Work Plan to this Agreement.

*For vessel certification or agreements that do not contain a detailed work plan, use the following:*

- c. At the time or times agreed upon by the parties insofar as availability of personnel will permit, furnish as requested by the Cooperator necessary inspection personnel to:
  - 1) review and certify inspection and treatment facilities,
  - 2) provide supervision of the treatments,
  - 3) inspect and release the commodity for shipment to the United States when it meets plant quarantine requirements, and
  - 4) vessel certification for in-transit cold treatment, if applicable.

*The following (f, g, and h) are standard.*

f. Provide monthly financial statements reflecting status of obligations and balances on hand for costs reflected in the financial plan.

g. Bill the Cooperator as stipulated in the Work Plan to this Agreement.

h. Make an accounting of the monies deposited by the Cooperator upon termination or expiration of the Agreement. Any balance remaining unobligated at the conclusion of any fiscal year may be utilized during the ensuing fiscal year if a continuation of the inspection services is required. Any unobligated balance remaining upon termination or expiration of this Agreement shall be returned to the Cooperator after a final accounting is made by APHIS.

*Continue to add terms and conditions as needed.*

#### ARTICLE 6 – CONTINGENCY STATEMENT

*(Standard to all agreements.)*

For costs borne by APHIS, this Agreement is contingent upon the passage by Congress of an appropriation for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### ARTICLE 7 - LIABILITY

*(Per Information Memo, dated Oct. 1992, OGC recommended that it is not advisable for APHIS to agree to any form of Federal indemnification or release from liability of cooperators for activities conducted under any form of APHIS agreement instruments. However, OGC has informally agreed that APHIS can use the clause where the agency feels compelled to state the extent to which Congress has surrendered some Federal sovereign immunity.)*

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 USC 1346(b), 2401(b), 2671-2680).

#### ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

*(Standard to all agreements.)*

Pursuant to Section 22, Title 41, United States Code no member of or delegate to Congress acting in an official capacity shall be admitted to any share or part of this Agreement or to any benefit to arise thereof.

#### ARTICLE 9 – NON-EXCLUSIVE SERVICE CLAUSE

*(Standard to all agreements.)*

Nothing in this Cooperative Service Agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or

individual from entering into a separate Cooperative Service Agreement with APHIS for the same or similar activities provided under the terms of this Agreement.

#### ARTICLE 10 – LAWS, RULES AND REGULATIONS

*(Standard to all agreements.)*

All activities will be conducted in accordance with applicable Federal statutes, rules and regulations.

#### ARTICLE 11 – FAILURE TO PAY FEES

*(Standard to all agreements.)*

The Cooperator is liable for fees assessed for services performed under this agreement. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. . 3717.

#### ARTICLE 12 - LIENS

*(Standard to all agreements.)*

APHIS shall have a lien against the animal, article, means of conveyance, or facility for which services have been provided under this Agreement for the fees, any late payment penalty, and any accrued interest assessed by APHIS. Failure to pay fees, late payment penalties, or accrued interest, after APHIS has provided reasonable notice of default to the Cooperator, shall result in a public sale, or other disposal, of any animal, article, means of conveyance, or facility on which APHIS has a lien.

#### ARTICLE 13 – INTERNATIONAL LAW

*Insert in international cooperative service agreements only if APHIS desires the cooperative service agreement to be non-binding under international law.*

This Cooperative Service Agreement does not constitute a binding obligation under the laws of *(insert name of foreign country)*, and the United States of America, or international law.

#### ARTICLE 14 – DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

*(Standard to all agreements.)*

*CHOOSE FROM ONE OF THE OPTIONS BELOW. Agreements are not to be issued for a period in excess of 5 years.*

##### *OPTION 1:*

This Agreement shall become effective July 1, 2008 and shall continue to June 30, 2009. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in

writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

**OPTION 2:**

This Agreement shall become effective upon date of final signature and shall continue to June 30, 2008. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

**OPTION 3:**

This Agreement shall become effective upon date of final signature and shall continue for a period of five years. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

*Note: The length of notice for unilateral termination may be longer or shorter, if necessary, and should take into account the steps necessary to shut down program operations.*

**INSERT COOPERATOR NAME**

\_\_\_\_\_ Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
**INSERT PROGRAM UNIT NAME**

\_\_\_\_\_ Date  
*Insert authorized signatory name & title*

APHIS Agreement No.: **XX-XXXX-XXXX- TF**

Budget Object Class Code: **xxx**

Accounting codes: **XXX-XXXX-XXX** *Includes accounting codes for overhead assessed.*

**XXX-XXXX-XXX**

**XXX-XXXX-XXX**

**INCLUDE SOME TEXT OF THE AGREEMENT ON THE SIGNATURE PAGE WHEN SETTING UP PAGE BREAKS.**