

MEMORANDUM OF UNDERSTANDING
Between
THE INTERSTATE PEST CONTROL COMPACT
And
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into between the Interstate Plant Pest Control Compact, hereafter referred to as the Cooperator, and the United States Department of Agriculture, Animal and Plant Health Inspection Service, Plant Protection and Quarantine, hereinafter referred to as the Service.

WHEREAS, the parties recognize the need for cooperation in the accomplishment of mutual goals and objectives; and

WHEREAS, the purpose of this Memorandum of Understanding is to provide for cooperation, as mutually agreed upon, consistent with the Compact enabling legislation, as adopted by member states, and the Bylaws of the Compact Insurance Fund and with all applicable statutes and regulations of the Service; and

WHEREAS, it is the intention of the parties hereto that such cooperation shall be for their mutual benefit and the benefit of the people of the United States.

NOW THEREFORE, the parties hereto do hereby mutually agree with each other as follows;

A. The Cooperator Agrees:

1. To furnish the services of a Technical Committee to provide information and recommendations with respect to any application or potential application for assistance from the Compact Insurance Fund.
2. To refer to the Technical Committee for its recommendation any potential projects referred to the Compact by PPQ through an authorized member state.
3. To authorize expenditures from the Insurance Fund, as approved by the Governing Board, for projects meeting Compact requirements.

B. The Service Agrees:

1. To support the Compact concept and to promote and solicit, as appropriate, membership among the states.
2. To designate an appropriate administrative official whose duties shall include participation in Compact Governing Board activities.
3. To designate an appropriate official whose duties shall include participation in Compact Technical Committee activities.

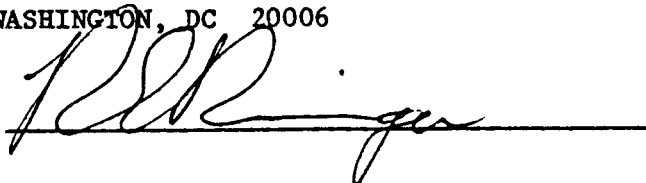
4. To provide the Compact with pertinent information relating to PPQ programs, emergency pest outbreaks, and budgets as needed for project proposal consideration.
5. Insofar as budgets, statutory authority, policy and fiscal responsibility allow, to participate in and cooperate with Compact projects.
6. To provide immediate information to the Technical Committee through the Compact Executive Director relating to new pests found in the United States and PPQ evaluation of these finds.
7. To consider Compact funds as State funds for the purposes of determining fund match ratios in cooperative State-Federal programs.

C. It is Mutually Understood and Agreed:

1. That this Memorandum of Understanding is to define in general terms the basis on which the parties concerned will cooperate, and does not constitute a financial obligation to serve as a basis for expenditures by the Service. Each party will handle and expend its own funds.
2. That the responsibilities assumed by the cooperating parties are contingent upon funds being available from which expenditures legally may be met.
3. During the performance of the Memorandum of Understanding the parties agree to be bound by the Equal Opportunity and Nondiscrimination provisions as set forth in Exhibit B, and the Nonsegregation of Facilities provisions as set forth in Exhibit C, which are attached hereto and made a part hereof.
4. To provide for the protection and enhancement of environmental quality in furtherance of the purpose and policy of National Environmental Policy Act of 1969.
5. The results of the work herein outlined may be published jointly by the Service and the Compact, or by either of these parties separately but manuscripts prepared for publication by either shall be submitted to the other parties for suggestions and approval prior to publication. In the event of disagreement, either party may publish results on its own responsibility, giving proper acknowledgment of cooperation.
6. No member of or delegate to Congress or locally elected government official shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

7. That this Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely, but may be modified by mutual agreement between the parties in writing, and may be discontinued at the request of either party. Requests for termination or any major modification shall be submitted in writing to the other party for consideration not less than 60 days in advance of the desired effective date.

THE INTERSTATE PEST CONTROL COMPACT
1616 8TH ST. N.W.
WASHINGTON, DC 20006

A handwritten signature in dark ink, appearing to be "R. R. [unclear]", written over a horizontal line.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

A handwritten signature "A. P. Ford" and the date "6/2/82" written over a horizontal line. The signature is in dark ink and the date is in a lighter ink.

Acting Administrator

Date