

**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE (PPQ)
AND THE
UNITED STATES DEPARTMENT OF DEFENSE (DoD)**

ARTICLE 1 – PURPOSE

This Memorandum provides for the implementation of an APHIS-approved program in DoD to ensure that wood packaging materials (WPM) used by DoD are manufactured, treated and marked in conformance with the International Plant Protection Convention (IPPC) International Standards for Phytosanitary Measures – Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15).

ARTICLE 2 – BACKGROUND

The United States and many foreign countries have adopted measures requiring the treatment and marking of all new, used, remanufactured, repaired, combo, and recycled WPM to prevent the introduction and establishment of pests. WPM used to transport goods internationally is subject to phytosanitary measures. To facilitate export of goods transported using WPM, APHIS is assisting DoD to develop and oversee a DoD-wide program to ensure treatment and marking of WPM that complies with ISPM 15. The program will establish a common basis for uniform, DoD-wide inspection, treatment, and marking procedures for the construction and marking of new WPM, and for the treatment and marking of used, remanufactured, repaired, combo and recycled WPM in compliance with ISPM 15.

ARTICLE 3 – AUTHORITY

APHIS is authorized under Section 431(a) of the Plant Protection Act (Public Law 106-224), 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 detect, control, eradicate, suppress, prevent or retard the spread of plant pests and plant diseases, including the export certification of domestic plants and plant products.

ARTICLE 4 – MUTUAL RESPONSIBILITIES

APHIS and DoD agree that:

- a. APHIS shall monitor implementation of this MOA.
- b. WPM marked with the international mark under the DoD program must be treated, or constructed from wood treated, in conformance with ISPM 15.
- c. Employee(s) responsible for this work will be under the oversight of the DoD Enforcement Committee which will periodically review policies, procedures, and program implementation, and issue letters of guidance. Supervision of personnel will be provided by the Military Departments and designated Defense Agencies, and will be subject to their employing organization's rules and regulations.
- d. The Enforcement Committee will be comprised of representatives of the Defense Packaging Policy Group, APHIS PPQ and others as specified in a COMPLIANCE FOR DEFENSE PACKAGING: Phytosanitary Requirements for Solid Wood Packing Material (SWPM) manual. Membership in the Enforcement Committee will be retained by successor organizations.

ARTICLE 5 – DoD RESPONSIBILITIES

DoD agrees to:

- a. Chair an Enforcement Committee. The Enforcement Committee will review procedures as well as facilities treating and marking WPM for compliance with ISPM 15.
- b. Accredit DoD inspection entities and packaging facilities by providing training and inspection guidelines.
- c. Monitor DoD inspection entities to validate and attest that WPM moving into import/export channels have been treated and marked in accordance with the IPPC and DoD policy requirements as appropriate.
- d. Audit accredited inspection entities and provide reports to the Enforcement Committee on a regular basis.
- e. Provide written interpretations of DoD WPM procedures upon a request from the Enforcement Committee.

ARTICLE 6 – APHIS RESPONSIBILITIES

APHIS agrees to:

- a. Provide a representative to serve on the Enforcement Committee. APHIS representative may review the DoD Export Wood Packaging Material Program for conformance by conducting reviews of DoD WPM policies and procedures, periodic reviews of DoD-accredited agencies, and occasional reviews of unit and facility compliance with ISPM 15 requirements.
- b. Take appropriate action for noncompliance. If non-compliance continues after reasonable notice and opportunity to remedy, APHIS may suspend or cancel this MOA.

ARTICLE 7 – STATEMENT OF NO FINANCIAL OBLIGATION

Conclusion of this MOA does not constitute a financial obligation on the part of APHIS or DoD. Each signatory party is to use and manage its own funds in carrying out the purpose of this MOA. Transfers of funds or items of value are not authorized under this MOA.

ARTICLE 8 – LIMITATIONS OF COMMITMENT

Implementation of this MOA 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 MOA 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 intended to be transferred, then a separate agreement must be concluded.

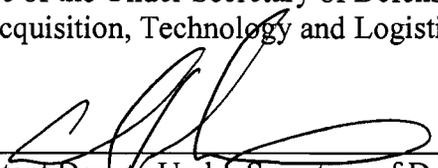
ARTICLE 9 - CONGRESSIONAL RESTRICTION

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 10 – EFFECTIVE DATE AND DURATION

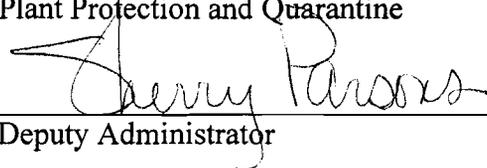
This Agreement shall become effective upon date of final signature and shall continue for a period of five (5) years. It may be amended by mutual agreement between the parties in writing and may be terminated by either party upon one hundred and eighty (180) days written notification.

United States Department of Defense
Office of the Under Secretary of Defense
(Acquisition, Technology and Logistics)



Assistant Deputy Under Secretary of Defense (Supply Chain Integration) Date 10/14/05

United States Department of Agriculture
Animal and Plant Health Inspection Service
Plant Protection and Quarantine


fo. _____
Deputy Administrator Date 11/16/05