

MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED STATES DEPARTMENT OF AGRICULTURE
GRAIN INSPECTION, PACKERS AND STOCKYARDS ADMINISTRATION

AND

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL RESEARCH SERVICE

I. BACKGROUND

The Grain Inspection, Packers and Stockyards Administration (GIPSA) needs research for the purpose of certifying grain quality accurately and consistently. The Agricultural Research Service (ARS) has the responsibility and resources to assist GIPSA with research services. GIPSA and ARS agree to cooperate through an orderly exchange of written information and jointly held seminars, meetings, and workshops. The purpose of this is to plan, budget, and monitor research performed by ARS on behalf of GIPSA and for reviewing other research performed by ARS that may contribute to GIPSA's mission of facilitating the marketing of grain.

GIPSA has scientific managers who are knowledgeable of its research needs and the impact of such research results on its programs. Both GIPSA and ARS have scientific managers who are actively involved in planning, budgeting, and carrying out a complex program of agricultural research.

II. SUBSTANCE OF AGREEMENT

ARS and GIPSA will cooperate as follows:

A. GIPSA agrees to:

Provide ARS, in March of each year, a prioritized list of specific research needs. This list shall indicate whether the research projects are of high, medium, or low priority.

B. ARS agrees to:

1. Provide GIPSA, in July of each year, a document describing ARS research planning to address the identified prioritized GIPSA research needs. This document should include project milestones for GIPSA's program planning purposes.

2. Provide GIPSA the opportunity to review all new and revised CRIS (ARS Current Research Information System) projects developed to meet GIPSA needs.

3. Provide GIPSA, by February of each year, with annual progress reports on research conducted for GIPSA including any additional information deemed necessary for GIPSA management information and planning. The Annual Report will include for the following calendar year: Project objectives, proposed dates of completion, current status and budgeted plans for research activities, ARS contacts and laboratory locations, CRIS unit numbers, and a current publication list. The reports will be sent from the ARS Administrator to the GIPSA Administrator. Additional formal presentations and documentations will be made by ARS upon request of the Administrator of GIPSA on the progress of such portions of the research as deemed appropriate.

4. Provide GIPSA with written final reports when the research projects are completed. These will spell out protocols and/or practical guidelines for using any new technology.

C. ARS and GIPSA agree to:

1. Meet, by August of each year, to conduct a joint review of research planned by ARS to meet GIPSA's prioritized research needs. The meeting participants will consist of GIPSA and ARS program managers and advisors as may be required for a comprehensive evaluation of planned research.

2. Select an overall Coordinator for each respective Agency. These persons will be responsible for assuring the required information is exchanged and, in particular, for assuring mutual understanding of the identified research needs and the strengths and limitations of the ARS program resources to meet these needs. ARS scientists will be available for informal technical consultation on individual projects. Additionally, to help facilitate an informal exchange of knowledge, GIPSA may visit the ARS facilities, upon reasonable notification, where research is being conducted.

3. Identify the need for interim technical workshops and planning meetings. These meetings/workshops may include discussion of GIPSA's emerging research needs of a critical nature, evaluation of significant progress achieved in research projects, and discussion of other matters that may relate to ARS research activity.

4. Publications resulting from research or other work conducted under this MOU shall acknowledge the contributions of both parties. Authorship shall be determined in accord with scientific professional standards. Each party shall be afforded an opportunity for peer review and comment, but responsibility shall remain with the author(s) and his Agency.

Rights to intellectual property arising from research or other work performed under this MOU shall be determined by using the Rules of Evidence set forth by the Patent and Trademark Office.

5. GIPSA may contribute supplemental funds to ARS in support of additional research or other work GIPSA considers of critical importance and high priority. Such contributions shall utilize recognized fund transfer mechanisms.

III. PERIOD OF AGREEMENT

This Memorandum of Understanding shall become effective upon date of final signature and shall continue indefinitely, but may be revised or discontinued at the request of either party, but not unilaterally without notification. Request for termination or revision shall be submitted to the other party in writing for consideration not less than 60 days in advance of the effective date desired. ARS and GIPSA will review this Memorandum of Understanding at least every 5 years following the date of its implementation in accord with its intent to characterize a dynamic interrelationship and thus mandate consideration of appropriate revision.

APPROVED FOR THE GRAIN INSPECTION, PACKERS AND STOCKYARDS
ADMINISTRATION, USDA

BY James R. Baker DATE 9-19-97

APPROVED FOR THE AGRICULTURAL RESEARCH SERVICE, USDA

BY Edward B. Kimpling DATE 9/19/97