



**MEMORANDUM OF AGREEMENT BETWEEN RRISC AND THE
US DEPARTMENT OF AGRICULTURE,
ANIMAL AND PLANT HEALTH INSPECTION SERVICE**

***Distinguished
Advisory Board***

The Honorable
George Frampton

The Honorable
Tracy Mehan

The Honorable
Gale Norton

The Honorable
Lynn Scarlett

The Honorable
Harris Sherman

The Reduce Risks from Invasive Species Coalition (RRISC), an IRS-approved charitable 501(c)(3) organization, educates Americans on the risks posed by invasive species to the economy, environment, and public health of the United States, and promotes cost-effective strategies to reduce those risks.

One of the most significant pathways for invasive species entering the United States is unintentional introduction through contaminated wood packaging material. Invasive foreign insects can stow away in wooden boards, reels, pallets, crates, dunnage, and bracing and then escape into the environment when the products associated with that packaging enter the United States.

Some of the most serious insect invasive species have entered the United States through this pathway. Examples include the Asian long-horned beetle that threatens the trees that are responsible for the beautiful fall foliage in the northeastern United States, the emerald ash borer that is devastating Midwestern forests and spreading outward, and the redbay ambrosia beetle that is killing trees in the Everglades and threatens the Florida avocado industry.

To reduce the risks posed by the wood packaging material pathway, RRISC and APHIS have entered into the attached MOU. Under the MOU, they pledge to work together to protect the nation's economy and environment.

For more information, contact RRISC's Scott J. Cameron, at scott.cameron@rrisc.org, 703 909 2880

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
REDUCE RISKS FROM INVASIVE SPECIES COALITION (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
PLANT PROTECTION AND QUARANTINE

ARTICLE 1 - PURPOSE

The purpose of this MOU is to establish a framework for cooperation and coordination between the parties to achieve mutual goals for regulatory compliance, prevention, and public education relating to invasive species associated with wood packaging material (WPM). Cooperation and coordination may involve a wide range of activities and is in the parties' mutual interest.

ARTICLE 2 – BACKGROUND

Despite many countries adopting treatment and marking measures for WPM, pests are still found in undesirable numbers. In an effort to increase public awareness of the requirements and pest risk to forestry and forestry products incurred when not followed: the Reduce Risk From Invasive Species Coalition (RRISC) is assisting APHIS with educating industry and the community on the risks posed by invasive species to the economy, environment, and public health of the United States, and promoting cost-effective strategies to reduce those risks.

ARTICLE 3 - AUTHORITIES

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.

ARTICLE 4 - MUTUAL RESPONSIBILITIES

The Cooperator and APHIS mutually agree to/understand that:

- a. Improve the level of knowledge of phytosanitary standards by industry in the importing and exporting supply chains.

- b. Promote more complete and consistent industry compliance with phytosanitary standards.
- c. Encourage industry to voluntarily adopt processes, technologies, and procedures that will provide levels of phytosanitary protection that exceed the basic APHIS regulatory requirements.
- d. Meet annually, or more frequently as needed, to review the progress and identify opportunities for implementing this MOU.

ARTICLE 5 - COOPERATOR RESPONSIBILITIES

The Cooperator agrees to:

- a. Designate **Mr. Scott J. Cameron** as its authorized representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. 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 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.

- c. 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.
- d. Work cooperatively with APHIS and industry to promote broader adoption of existing best practices for risk assessments, technologies, processes, contractual provisions, and policies that are currently available to reduce the risks posed by wood packaging material (WPM) as a pathway for invasive species.
- e. Foster an information clearinghouse for new global research activity performed by US and foreign government agencies, academia, non-profits and industry, which in the future may contribute to reducing the risks posed by WPM as a pathway for invasive species.
- f. Encourage corporate, industry, and/or industry associations, and other entities to support the implementation of this MOU.

ARTICLE 6 - APHIS RESPONSIBILITIES

APHIS agrees to/that:

- a. Designate **Mr. John T. Jones** as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this MOU.
- b. Provide technical assistance to RRISC in furtherance of this MOU.
- c. Introduce RRISC to industry leaders most interested in the WPM pathway.
- d. Subject to the availability of appropriations, support the implementation of this MOU.

ARTICLE 7 - STATEMENT OF NO FINANCIAL OBLIGATION

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

ARTICLE 8 - 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 9 - CONGRESSIONAL RESTRICTION

Under 41 U.S.C. 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 there from.

ARTICLE 10 – 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 11 – 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 12 - AMENDMENTS

This MOU may be amended at any time by mutual agreement of the parties in writing.

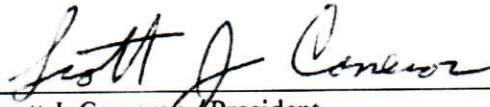
ARTICLE 13 - TERMINATION

This MOU may be terminated at any time by mutual agreement of the parties in writing, or by either party with thirty (30) days notice in writing to the other party.

ARTICLE 14 - EFFECTIVE DATE AND DURATION

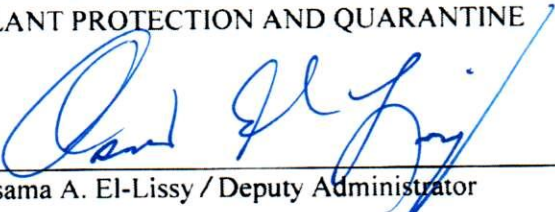
This MOU will become effective upon date of final signature and will continue in effect for five years.

REDUCE RISKS FROM INVASIVE SPECIES COALITION

 6/2/15

Scott J. Cameron / President Date

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

 6/3/15

Osama A. El-Lissy / Deputy Administrator Date

DATA SHARING AND RESPONSIBILITIES

a. Data to be Shared: The parties agree to provide plant protection and quarantine data to each other. The data to be provided to each Party by the other Party includes, but is not limited to, plant protection and quarantine surveys, diagnostic information, detection activities, inspection reports, and pest interception data. Each party is responsible for transmitting the provided data to its own authorized employees, Recipients, and contractors as applicable and necessary, in order to carry out responsibilities under their respective plant health authorities. Each party agrees that it will ensure, to the extent provided by applicable laws and regulations, that data provided by the other party is not released to anyone that is not authorized to receive it.

b. Data Utilization: The parties agree that the provided data will only be used in the administration and enforcement of each party's respective plant health laws and regulations. Data provided by the parties under this Agreement may be used to ensure compliance with their respective plant health laws and regulations; to respond to domestic plant pest and disease emergencies, interceptions, and trace backs; to enhance delivery of pest exclusionary programs and activities; to support pest surveying activities; to develop quarantines and other appropriate measures for pest management and mitigation; to implement or improve international pre-clearance and/or pest eradication programs and activities, pest risk assessments, phytosanitary trade support, and the issuance of plant protection and quarantine permits; and to develop, in cooperation with Federal research agencies, new and improved methods, techniques and procedures for use in cooperative plant protection and quarantine programs and activities. Each party agrees that it will ensure that the provided data is used only for purposes specified in this Agreement and only in a manner consistent with the provisions of the Plant Protection Act.

c. Data Restrictions: The Recipient agrees and acknowledges that the data provided by APHIS pursuant to this Agreement is solely APHIS data and as such is or may be subject to the confidentiality provisions of Section 1619 of the Food, Conservation, and Energy Act of 2008, 7 USC §8791, (Section 1619) and the Privacy Act of 1974 and also agrees to safeguard such confidentiality and prohibit any unauthorized access to the data provided by APHIS as required by Section 1619. The Recipient further agrees and acknowledges that if Section 1619 does apply to some or all of the APHIS provided data, that pursuant to Section 1619, the Recipient is bound to and will comply with Section 1619 (copy attached as Appendix A) and related APHIS guidance. The Recipient understands that it may not release any of the data provided by APHIS since it is Federal Government data and it agrees to refer any and all requests for the data provided by APHIS, not otherwise authorized to be released under this Agreement and applicable Federal laws and regulations, to:

USDA, APHIS
Legislative and Public Affairs
Freedom of Information and Privacy Act Office
4700 River Rd. Unit 50, Riverdale, MD 20737
Telephone: (301) 851-4102

Additionally, the Recipient agrees that it will, if requested by APHIS, enter into a separate written agreement with APHIS to protect from release or disclosure any data provided by APHIS that is subject to Section 1619.

APPENDIX A

SEC. 1619. INFORMATION GATHERING.

(a) *GEOSPATIAL SYSTEMS.*—The Secretary shall ensure that all the geospatial data of the agencies of the Department of Agriculture are portable and standardized.

(b) *LIMITATION ON DISCLOSURES.*—

(1) *DEFINITION OF AGRICULTURAL OPERATION.*—In this subsection, the term "agricultural operation" includes the production and marketing of agricultural commodities and livestock.

(2) *PROHIBITION.*—Except as provided in paragraphs (3) and (4), the Secretary, any officer or employee of the Department of Agriculture, or any contractor or cooperator of the Department, shall not disclose—

(A) information provided by an agricultural producer or owner of agricultural land concerning the agricultural operation, farming or conservation practices, or the land itself, in order to participate in programs of the Department;
or

(B) geospatial information otherwise maintained by the Secretary about agricultural land or operations for which information described in subparagraph (A) is provided.

(3) *AUTHORIZED DISCLOSURES.*—

(A) *LIMITED RELEASE OF INFORMATION.*—If the Secretary determines that the information described in paragraph (2) will not be subsequently disclosed except in accordance with paragraph (4), the Secretary may release or disclose the information to a person or Federal, State, local, or tribal agency working in cooperation with the Secretary in any Department program—

(i) when providing technical or financial assistance with respect to the agricultural operation, agricultural land, or farming or conservation practices; or
(ii) when responding to a disease or pest threat to agricultural operations, if the Secretary determines that a threat to agricultural operations exists and the disclosure of information to a person or cooperating government entity is necessary to assist the Secretary in responding to the disease or pest threat as authorized by law.

(4) *EXCEPTIONS.*—Nothing in this subsection affects—

(A) the disclosure of payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law;

(B) the disclosure of information described in paragraph (2) if the information has been transformed into a statistical or aggregate form without naming any—

(i) individual owner, operator, or producer; or
(ii) specific data gathering site; or

(C) the disclosure of information described in paragraph

(2) pursuant to the consent of the agricultural producer or owner of agricultural land.

(5) CONDITION OF OTHER PROGRAMS.—The participation of the agricultural producer or owner of agricultural land in, or receipt of any benefit under, any program administered by the Secretary may not be conditioned on the consent of the agricultural producer or owner of agricultural land under paragraph (4)(C).

(6) WAIVER OF PRIVILEGE OR PROTECTION.—The disclosure of information under paragraph (2) shall not constitute a waiver of any applicable privilege or protection under Federal law, including trade secret protection.