

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Agricultural Marketing Service  
United States Department of Agriculture**

**and**

**The Food Safety and Inspection Service  
United States Department of Agriculture**

### **ARTICLE 1 – PURPOSE**

This Memorandum of Understanding (MOU) consolidates into one document MOUs entered between the Agricultural Marketing Service (AMS) and the Food Safety and Inspection Service (FSIS) from 1982 to 2014, focusing on agreements pertaining to the AMS Livestock and Poultry (LP) Program. Its purpose is to help ensure agreements entered by AMS and FSIS are readily located, streamlined, and current. Included in this consolidated MOU are agreements for:

- Cross-utilization of inspection and grading personnel
- Authorization of AMS officials to detain product for wholesomeness or sanitary concerns
- Defining roles and responsibilities for Export Verification (EV) programs
- Sharing microbiological testing data gathered from AMS-approved suppliers

In addition to consolidating into one document these various agreements, this MOU establishes a clearly defined period for which it will be in force (5 years from the date of signature) and clarifies that AMS and FSIS will review with an intent to renew the MOU prior to its expiration. Any agreement in this MOU may be amended or terminated by mutual consent of the parties in writing, and it may be terminated by either party upon 60 days written notice to the other party.

### **ARTICLE 2 – BACKGROUND**

Under authority of the Agricultural Marketing Act of 1946 (7 U.S.C. 1621, *et seq.*), AMS administers programs that create domestic and international marketing opportunities for U.S. producers of food, fiber, and specialty crops. The AMS LP Program services the meat, poultry, egg, fish, feedstuffs, and related industries.

FSIS implements and enforces the Federal Meat Inspection Act (21 U.S.C. 601, *et seq.*), the Poultry Products Inspection Act (21 U.S.C. 451, *et seq.*), and the Egg Products Inspection Act (21 U.S.C. 1031, *et seq.*) by inspecting and regulating meat, poultry, and processed egg products prepared for commerce and used as human food.

Because the AMS and FSIS interact closely on issues related to the marketing, safety, and wholesomeness of livestock, poultry, and meat, the two agencies have entered multiple MOUs over the years.

This MOU consolidates previous agreements that pertain to meat, poultry, and egg items. Legal authority for the agreements comes from the statutes above mentioned. Nothing in the MOU lessens the responsibilities of AMS or FSIS under their statutory authorities.

### ARTICLE 3 – AGREEMENTS UNDER THIS MOU

#### **Agreement I – Cross-utilization of inspection and grading personnel**

This agreement sets forth policy for cross-utilization of employees of the AMS LP Program's Quality Assessment Division and those of the Office of Field Operations, FSIS. The Department provides grading and inspection services in the most efficient and cost-effective way practical. Accordingly, AMS and FSIS agree:

- Program managers shall determine locations where cross-utilization is possible and shall cooperate to assure efficient utilization of personnel.
- Program managers shall assure that cross-utilized employees meet the job qualifications and are properly trained for each specific assignment.
- Training costs shall be borne by the agency for which personnel are being trained. E.g., costs of training an AMS grader to perform FSIS inspection activities shall be borne by FSIS.
- Cost for relief personnel to backfill for personnel undergoing training shall be borne by the agency employing the trainee. E.g., costs of backfilling for an AMS grader that is being trained to perform FSIS inspection activities shall be borne by AMS.
- Funds for personnel salary and overhead costs shall be mutually agreed upon by the agencies and, if needed, transferred between agencies via reimbursable agreement.

#### **Agreement II – Authorization of AMS officials to detain product for wholesomeness or sanitary concerns**

This agreement delegates retention authority vested in FSIS to the AMS LP QAD. Delegated retention authority is limited to products or facilities of questionable wholesomeness and sanitation and applies in the absence of an FSIS inspector. It is limited to those operations or departments of establishments where AMS activities, i.e., grading, auditing, and related items, are being performed. AMS and FSIS agree:

- AMS shall distribute FSIS inspection procedures to all meat and poultry graders, auditors, and supervisors.
- AMS shall ensure its personnel properly apply U.S. Retained/U.S. Rejected tags to identify products and/or facilities noncompliant with inspection requirements.
- AMS shall notify the local FSIS inspector and provide details for any instance in which AMS personnel apply U.S. Retained/U.S. Rejected tags; and, upon request by FSIS, provide any additional information or assistance required to correct the situation.
- AMS shall return both portions of the U.S. Retained/U.S. Rejected tags to the local FSIS inspector upon resolution of the situation.
- FSIS shall provide AMS appropriate inspection procedures for retaining unwholesome product and/or suspending unsanitary operations.
- FSIS shall provide AMS an adequate supply of U.S. Retained/U.S. Rejected tags.
- FSIS shall make all final determinations regarding product wholesomeness and of equipment and facility sanitation.

#### **Agreement II – Roles and responsibilities for Export Verification (EV) programs**

This agreement defines roles and responsibilities of AMS and of FSIS as they relate to oversight of meat and poultry exports associated with EV programs. AMS and FSIS agree:

- AMS shall review and approve companies as eligible suppliers of meat and poultry under USDA EV programs.
- AMS shall maintain a public website to describe EV program product requirements for individual countries. AMS shall keep the website up to date and shall include on it an “Official Listing of Eligible Suppliers.”
- AMS shall assure approved EV programs require establishments to maintain copies of all EV program audit reports and that establishments discuss the audit reports with FSIS personnel at the weekly scheduled meeting between establishments and FSIS officials.
- AMS shall notify FSIS of any EV program delisting within 24 hours of the delisting.
- AMS shall, for those countries with requirements restricting export of specific products, assure a list of establishments and products intended for export is maintained in the establishment’s Quality System Manual.
- FSIS shall ensure inspection personnel certifying product for export under an EV program are appropriately trained.
- FSIS shall, should it develop concerns that an AMS-approved establishment is not properly executing its EV program, (i) notify AMS via email of its concerns and (ii) if applicable, not sign export applications or certificates for the product in question.
- FSIS shall notify AMS via email if the application or certificate for export or if the product is not acceptable because an EV requirement has not been met.
- FSIS shall host the EV/Export ShareWeb site and assure it is accessible to all appropriate FSIS personnel via e-authentication.

#### **Agreement IV -- Sharing microbiological testing data gathered from AMS-approved suppliers**

This agreement sets forth policy for sharing data and related information for establishments that sell meat, poultry, egg products, and Siluriformes to AMS for the National School Lunch Program and other federal nutrition assistance programs. AMS and FSIS agree:

- AMS shall notify (or shall have an AMS-designated laboratory (ADL) notify) FSIS when a sample is found presumptive and/or positive for any pathogen designated in AMS Federal Purchase Program Specifications for an applicable commodity.
- AMS shall ship pathogen isolates recovered through its testing program to the FSIS Eastern Laboratory (FSIS EL). *Salmonella* isolates from raw products shall be shipped monthly. *Salmonella* isolates from ready-to-eat products, and isolates of *Listeria monocytogenes* and of any Shiga toxin-producing *Escherichia coli* (STEC) shall be sent immediately upon confirmatory testing by the ADL.
- At least annually, AMS shall provide to FSIS a list of AMS employees, with email contact information, who should be notified by FSIS of (i) presumptive and positive pathogen sample results from FSIS testing, (ii) outbreak investigations, and (iii) FSIS recall committee conferences.
- AMS shall notify FSIS of any AMS-approved vendors it has debarred.
- AMS shall provide FSIS microbiological testing data and any related information from AMS-approved vendors upon request.
- FSIS shall notify AMS of presumptive and positive pathogen results via the FSIS Biological Information Transfer Email System (BITES).
- FSIS shall provide to AMS results of all further characterization of pathogens received from AMS by FSIS EL.
- At least annually, FSIS shall provide to AMS a list of FSIS employees, with email contact information, who should be notified by AMS of presumptive and positive pathogen sample results from AMS testing.
- FSIS shall include AMS in weekly epidemiologic conference calls discussing active and emerging outbreaks.
- FSIS shall invite AMS to participate in recall committee meetings and related discussions pertaining to products originating at FSIS inspected establishments and produced for federal nutrition assistance programs.
- FSIS shall provide AMS microbiological testing data and any related information from AMS-approved vendors upon request.

**Approved and Accepted for  
the Agricultural Marketing Service**

Signed by: ERIN MORRIS Digitally signed by ERIN MORRIS  
Date: 2020.05.21 09:36:18 -0400

Date: \_\_\_\_\_

**Approved and Accepted for  
the Food Safety and Inspection Service**

Signed by: 

Date: May 20, 2020