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|  **IMPORTED FIRE ANT COMPLIANCE AGREEMENT** **FOR SHIPMENT OF NURSERY STOCK** |
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| **1. NAME AND MAILING ADDRESS OF ESTABLISHMENT** | **2. LOCATION** |
| <*Participating Nursery*> | <*Physical address or description of location*> |
| **3. REGULATED ARTICLES** (Host Commodities) |
| Soil, Plants with Roots |
| **4. APPLICABLE STATE QUARANTINE(S) OR REGULATIONS** |
| 7 CFR 301.81 |
| **5. ISSUING STATE AUTHORITY, BACKGROUND INFORMATION, AND TERMS** |
| Section <*issuing state authority*> authorizes the <*State Department of Agriculture*> to enter into compliance agreements with persons engaged in the growing, handling, or moving of soil, plants and/or plant products. Imported Fire Ant (IFA) infestation cause significant loss in US Agriculture and is a human health hazard.\*\*\*\*\*\*\*\*\*\*\*The above nursery enters into this compliance agreement with the <*State Department of Agriculture*> in order to qualify the movement of nursery and greenhouse plants outside of the quarantine area. All shipments of host commodities shall be in accordance with the Imported Fire Ant Program Manual. This agreement is subject to <*State Authority*>. Any certificates issued for use by <*participating nursery*> remains property of the <*State Department of Agriculture*> and may not be distributed for use by any other entity, and must be returned upon request of the inspector or any other authorized representative of the <*State*>. No liability shall be attached to the <*State Department of Agriculture*> or to any representative of the Department with respect to this certificate.I, *(print name)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the undersigned, agree to handle, pack, process, and move host plants and commodities in accordance with all applicable best management practices, nursery laws and regulations; use all permits and certificates in accordance with instructions; maintain and offer for inspection such records as may be required; and abide by the stipulations in the attached modules. |
| **6. SIGNATURE** | **7. TITLE** | **8. DATE SIGNED** |
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| Phone Number:  | Email Address:  | **9. AGREEMENT NO.** |
| **The affixing of the signatures below will validate this agreement, which shall remain in effect until <*December 31, 20\_\_*>, but may be revised as necessary or revoked for noncompliance.** |  |
| **10. DATE OF AGREEMENT** |
|  |
| **11. OFFICIAL (name and title)** | **12. ADDRESS** |
|  |  |
| **13. SIGNATURE** |
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**Responsibilities of the Place of Production**

1. **Training**

The participant shall educate and train appropriate personnel on the following:

* 1. Recognizing basic signs and symptoms of the IFA
	2. The stipulations of this compliance agreement
	3. The requirements of the most current version of the Imported Fire Ant Program Manual
1. **Pest Management Plan**

All plant covered by this agreement shall be treated in one of the following ways. The facility must adhere to chemical applications, certification durations, methods and rates that are approved in the USDA Imported Fire Ant Program Manual.

<http://www.aphis.usda.gov/import_export/plants/manuals/domestic/downloads/fire_ant.pdf>

Pesticide applications must be made in accordance with labeled directions.

**Select the growing situation and treatment option that will be utilized.**

**☐** Field Grown

**☐**  Infield Treatment

**☐**  Drench Application of Insecticides

**☐** Immersion in Insecticides

**☐** Containerized

**☐** Incorporation of Granular Insecticides

**☐** Drench Application of Insecticides

**☐** Topical Application of Insecticides

**☐** Immersion in Insecticides

**☐** Greenhouse Grown

Greenhouse grown plants are certifiable without treatment if the inspector determines that the structure used to produce and hold plants for certification is constructed of fiberglass, glass, or plastic in such a way that IFA is physically excluded and cannot become established within the structure. No other treatment of the plants will be necessary if the plants are safeguarded from IFA exposure until shipping.

1. **Internal Verification**
2. The nursery must visually inspect production areas and plant material for the presence of IFA regularly during the growing period and prior to shipment
3. The nursery shall allow the *<State Department of Agriculture>* access to conduct inspections and, if necessary, collect specimens for identification.
4. **Traceability**
	1. Plants received from other sources must be obtained from IFA certified nurseries or treated with an IFA approved insecticide upon delivery
5. **Record Keeping**

The following records shall be kept for a minimum period of three years:

1. Regulatory Chemical Applications
2. Records of plant material shipped under this agreement
3. Outside source certification for incoming plant material
4. Training Records
5. Scouting Inspection