

**Memorandum of Understanding  
on Seed Certification and Pest Management**  
Section-by-Section Analysis

**Article 1** describes the purpose and defines the scope of the memorandum of understanding (MOU). The MOU establishes the basis for a National Potato Program by setting uniform minimum standards for seed certification and committing states to implement specified federally administered pest management plans.

**Article 2**, paragraph 1, cites the legal authority under which USDA/APHIS would enter into the MOU. APHIS has the authority to enter into such an agreement without going through formal rulemaking procedures. Similar citations would be inserted for each signatory under paragraph 2.

**Article 3** sets out basic requirements for certified seed. The requirements are based on current state practices. However, in a few cases states may have to make changes to existing requirements in order to comply with Article 3 and the related Annex 2. Like other provisions in the MOU, Article 3 establishes a minimum standard. Signatories would be free to implement more stringent procedures or stricter tolerances.

Article 3(a) sets out the standard for entry-level material. Note that the phrase “free of regulated pests” is defined in Article 11 to mean that regulated pests are not present in numbers that can be detected using appropriate sampling, inspection and testing procedures. The MOU does not establish a common list of regulated pests for the purposes of this provision, nor does it specify sampling, inspection or testing procedures. The relevant state requirements will continue to apply.

Article 3(c) sets out requirements for field inspections. Maximum tolerances for certain pests and for variety mix are listed in Annex 2. Certain states do not currently meet some of these tolerances and may therefore need temporary derogations to allow them time to adjust their standards (see footnote).

Article 3(d) establishes a requirement for shipping point inspection that applies to interstate shipments and exports and not to seed produced and sold within the state.

**Article 4** sets out the responsibilities of the competent state agencies. Paragraph 1 applies to all states signatories with a commercial seed production industry. Paragraph 2 applies to all signatories.

Article 4.1(a) and (b) pertain to state oversight of designated seed certification authorities. States are required to ensure that certification practices conform to the standards set out in Article 3 and that certification authorities maintain adequate records.

Article 4.1(c) requires states to ensure that testing methods used for seed certification and pest management are approved by APHIS, and Article 4.1(d) requires states to submit

APHIS a quality manual outlining seed certification and pest management practices and mechanisms for ensuring compliance. This requirement is intended to help APHIS fulfill its role as overseer of the program. The MOU does not attempt to standardize testing methods or any other details of seed certification or pest management apart from those explicitly set out in the memorandum.

Article 4.1(e) obliges states to implement the pest management plans listed in Annex 1. Only two plans are listed – the Golden Nematode Management Plan and the Potato Necrotic Virus Management Plan.

Article 4.1(f) obliges states to establish a requirement that certified seed produced and sold within the state meets standards that are at least equal to those set out in Article 3. This provision does not require states to prohibit the sale of non-certified seed.

Article 4.2 obliges all signatory states, including those without commercial seed potato production, to establish a requirement that growers maintain records to verify that all seed purchased from sources outside of the state meets the requirements of Article 3. This provision essentially prohibits interstate shipments or imports of non-certified seed. It is necessary for the U.S. to have such a restriction on interstate shipments if we wish to impose the Article 3 standard on imports.

**Article 5** sets out the responsibilities of APHIS. APHIS would agree to 1) officially recognize the seed certification authorities designated by the state signatories; 2) oversee the implementation of the pest management plans; and 3) conduct periodic audits to ensure compliance with the terms of the MOU.

**Article 6** provides for the periodic review and amendment of the MOU. The article does not specify procedures other than to stipulate that amendment requires unanimous consent of the signatories.

**Articles 7-9** are standard provisions in all APHIS MOUs. Article 7 pertains to transfers of funds between signatories. Implementation of the MOU almost certainly will involve some additional expense for some signatories. This provision simply states that each signatory will be responsible for finding the funds necessary to fulfill its obligations under the MOU.