**Contract of Agreement for Super-Lot Inspection Program**

I (We), Insert name of applicant, located at Insert main office or headquarters, hereinafter referred to as the applicant, hereby make this application for the Super Lot Program commencing on Insert date or as soon thereafter as appears practicable to the Federal or Federal-State Inspection Service (FSIS) in Insert state, for the Insert year season.

|  |  |
| --- | --- |
| Location of Facility: |  |
| Approval for up to: | [ ]  2 lots [ ]  3 lots |

1. The warehouse agrees to:
2. Comply with all applicable regulations governing the services to be conducted under: the Agricultural Marketing Agreement Act of 1937 (AMAA), as amended; the Agricultural Marketing Act of 1946, as amended; the Mexican Tomato Suspension Agreement (TSA) signed between the Department of Commerce and Mexican tomato growers, effective September 19, 2019; and any State Agricultural or Administrative Codes which are applicable to the products intended for inspection;
3. Comply with the policies, procedures, and specifications set out in this agreement and the Super-Lot instruction manual;
4. Provide Federal or Federal-State inspection personnel with timely product for the purposes of inspection;
5. Pay fees according to the current fee schedule and or agency approved contract;
6. Provide adequate staff to support the program, including individuals specifically trained for assisting in the inspection sampling process;
7. Provide adequate inspection space and meet the minimum requirements specified by USDA;
8. Keep the inspection site clean and free from non-USDA inspection personnel during the inspection process; and
9. Accept non-conformities as assessed, including taking corrective actions and the potential loss of the privilege to continue participation.
10. Federal or Federal-State Inspection Service agrees to:
11. Review with the applicant responsibilities and duties under the Super-Lot Program;
12. Immediately notify warehouse management staff regarding issues;
13. Notify the warehouse immediately if non-complying sampling procedures or warehouse personnel issues arise;
14. Advise the applicant orally and in writing when the Super-Lot Program services are terminated due to non-compliance; and,
15. Bill the warehouse in accordance with applicable fee schedules.
16. It is mutually agreed that with respect to:
17. **Inspection Personnel:**
18. Federal or Federal-State Inspection Service may, in order to carry out the service properly, add Federal or Federal-State Inspection Service inspectors to the facility at the applicant’s cost;
19. Federal or Federal-State Inspection Service shall not be responsible for damages occurring through any act of commission or omission on the part of its inspectors when engaged in rendering service hereunder;
20. **Criteria for potential or actual revocation of privilege to participate due to applicant non-compliance**

Non-conformities shall be assessed and procedures for potential or actual revocation of privilege to participate shall be instituted whenever a Federal or Federal-State inspection and/or verification discloses non-compliance. Refer to the “Compliance, Level of Non-conformities and Criteria for Revocation of Privilege to Participate” section of Super-Lot Program instruction manual for further details. Flagrant non-compliance or fraud will result in immediate termination of the Super-Lot Program services and may result in debarment from any USDA certification activities;

1. **Review of non-compliance issues**

The USDA, AMS, Specialty Crops Programs’ Market Development Division (MDD) and Perishable Agricultural Commodity Act (PACA) Branch may review import records to determine whether an applicant’s non-compliance in the program may be deemed a violation of the AMAA or PACA;

1. **Termination of Contract**

The Super-Lot Program service shall continue at designated facilities until such services are suspended, withdrawn or terminated by:

1. Mutual consent;
2. Either party giving the other party 30 days written notice specifying the date of termination;
3. In the case of non-conformities discovered by Federal or Federal-State Inspection Service during an inspection and/or verification, termination is effective upon completion of Section II, D of this contract;
4. Federal or Federal-State Inspection Service at any time due to the bankruptcy of the applicant, closing of the business of the applicant or change in controlling ownership of the facility; or
5. Federal or Federal-State Inspection Service at any time, acting pursuant to any applicable laws, rules, or regulations which debar the applicant from receiving benefits of the service.

E. **Appeal Rights**

Appeal requests must be made in writing within 24 hours of non-conformities being assessed and filed with the local Federal or Federal-State Inspection Service office.

1. No member of congress, or resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise therefrom, unless it is made with a corporation for its general benefit.
2. This application, when approved, shall constitute a contract between the undersigned applicant and SCI Division or the undersigned applicant, FSIS in Insert state, and SCI Division in accordance with the terms and conditions provided therein and shall supersede any previously executed contract(s) for use of the Super-Lot Program for the applicant at the designated facility.

**APPROVED FOR THE APPLICANT APPROVED FOR Insert state FSIS (if applicable)**

 BY (*Signature*) BY (*Signature*)

 TITLE TITLE

 DATE DATE

**APPROVED FOR AMS, SCI:**

 BY (*Signature*)

 TITLE

 DATE