

CONTRACT SERVICE AGREEMENT

I (we), the undersigned, apply to _____ inspection services in accordance with applicable provisions and conditions stated below:

1. The contract service shall be governed by the Agricultural Marketing Act of 1946 (7 U.S.C. 1621 *et seq.*), Part 68 of the regulations, and the applicable standards and instructions thereunder.
2. The applicant(s):
 - a. Agrees to provide the Federal Grain Inspection Service (FGIS) 60 days written notice specifying the proposed effective date of the agreement; provided, that the contract agreement may become effective prior to the proposed effective date by mutual consent.
 - b. Agrees to pay for a minimum of 8 hours of service per day per person, 5 consecutive days per week, and for all other hours worked as prescribed in Part 68 of the regulations.
 - c. Agrees to assume an even number of the 8 hours per day per person when the applicant shares the contract agreement with another applicant.
 - d. Agrees to terminate the contract agreement by notifying FGIS in writing 60 days prior to the effective date of termination.
3. The Federal Grain Inspection Service:
 - a. Agrees to make official personnel available to perform inspection services for the applicant(s) in the circuit served by the approving field office.
 - b. Agrees to perform the service(s) at the location(s) specified by the applicant(s).
 - c. Reserves the right to terminate the contract agreement by notifying the applicant(s) in writing, 60 days prior to the effective date of the termination.
 - d. Reserves the right to determine the number of official personnel needed to perform the service(s).
 - e. Reserves the right to reassign official personnel when, in the opinion of the field office manager or his designee, the personnel are not needed to perform service(s) for the applicant. The applicant in these circumstances would be credited with the number of contract hours charged to other applicants or activities of FGIS.
 - f. Will begin hourly rate charges when official personnel depart the FGIS field office or assigned duty location to travel to the point of service and end such charges when they return from the point of service, computed to the nearest quarter hour (*less mealtime, if any*).

Special Provisions:

| | | | |
|---|-------------------------------|---------------|---------------------------------|
| 1 | NAME AND ADDRESS OF APPLICANT | SIGNATURE AND | MINIMUM NUMBER OF HOURS PER DAY |
| | | DATE | |
| | | TITLE | EFFECTIVE DATE |
| 2 | NAME AND ADDRESS OF APPLICANT | SIGNATURE AND | MINIMUM NUMBER OF HOURS PER DAY |
| | | DATE | |
| | | TITLE | EFFECTIVE DATE |

APPLICATION APPROVAL
(For use by USDA, GIPSA)

| | | |
|-----------|--------------------------------|------|
| SIGNATURE | NAME AND TITLE (Type or print) | DATE |
|-----------|--------------------------------|------|

INSTRUCTIONS FOR SUBMITTING A CONTRACT SERVICE AGREEMENT

A. Applicants for rice inspection services in areas served by a Federal Grain Inspection Service (FGIS) field office may enter into a service commitment with the field office in order to ensure timely services and to obtain lower inspection charges.

1. A commitment (contract) service is an agreement whereby the applicant agrees to pay for 8 hours of service per day for a predetermined number of official personnel, for at least 5 consecutive days per week.

2. FGIS in turn, agrees to make official personnel available to the applicant for the specified period and to perform all requested services at reduced hourly rates.

3. All hours of service worked in excess of the commitment are charged at the no commitment rate.

4. Service charges are not assessed under commitment service for recognized federal holidays when, upon request of the applicant, service is not performed. The applicant is requested to make this request not later than 2 p.m. the preceding business day.

B. To enter into a commitment service agreement, the applicant must provide the appropriate FGIS field office with 60 days written notice specifying the proposed effective date of the commitment. A commitment may become effective prior to the proposed effective date with the consent of both parties.

C. To terminate a commitment service agreement, the applicant must provide the appropriate FGIS field office with 60 days written notice specifying the date of termination. However, a commitment agreement may be terminated at any time by mutual consent of both parties.

D. FGIS reserves the right to:

1. Determine the number of official personnel needed to perform the service for a commitment applicant, which may be different than the number of official personnel under commitment;

2. Terminate a commitment agreement by giving the applicant 60 days written notice specifying the date of termination; and

3. Temporarily reassign official personnel from a commitment applicant when, in the opinion of FGIS, the official personnel are not needed to perform service for the commitment applicant.

NOTE: Charges will be assessed in accordance with Section 68.91, "Fees for Certain Federal Rice Inspection Services," of the regulations under the Agricultural Marketing Act of 1946, as amended.

CONTACT INFORMATION:

Contact the field office responsible for the geographic area in which the service will be provided. Details for these locations can be found at:

<http://www.gipsa.usda.gov/GIPSA/webapp?area=home&subject=fc&topic=fsp>

The signed form should also be mailed to this location.

For further information on Contract Service Agreements contact:

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