



**COOPERATIVE AGREEMENT  
PENNSYLVANIA DEPARTMENT OF AGRICULTURE  
VOLUNTARY BOXWOOD CLEANLINESS PROGRAM**

THIS COOPERATIVE AGREEMENT (“Agreement”) is entered into this *(month)* day of *(day and year)*, by and between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF AGRICULTURE (hereinafter “PDA”), and the undersigned *person (enter name as it appears on signature line)* (hereinafter “Participant”) located at *(street address, city, state, zip code)*.

Agreement number: VBC-\_\_\_\_\_

Expires: December 31, \_\_\_\_\_

Inspector: \_\_\_\_\_

PAPlants #: \_\_\_\_\_

**BACKGROUND**

**Whereas**, the purpose of this Agreement is to establish the general understandings, covenants and concurrences between the Pennsylvania Department of Agriculture (hereinafter “PDA”) and the undersigned Participant with respect to the PDA Voluntary Boxwood Cleanliness Program (hereinafter (“VBC Program”)); and

**Whereas**, the VBC Program was established by PDA for the purpose of minimizing the spread and amplification of Boxwood Blight in the Commonwealth of Pennsylvania and intended to help protect the nursery industry in the Commonwealth of Pennsylvania from the spread of Boxwood Blight; and

**Whereas**, such purpose and intent is consistent with the purpose and intent of the Plant Pest Act and the duties of the PDA thereunder; and

**Whereas**, the PDA, under the provisions of the Plant Pest Act (3 P.S. § 258.26) has the authority to enter into agreements for the purpose of implementing the provisions of the Plant Pest Act and thereby has developed and will implement the VBC Program through this Cooperative Agreement; and

**Whereas**, Boxwood Blight is caused by the fungus *Cylindrocladium pseudonaviculatum* (syn. *C. buxicola*); and

**Whereas**, Boxwood Blight is a plant pest; and

**Whereas**, plants including *Buxus spp.*, *Sarcococca spp.* and *Pachysandra terminalis* are known hosts of Boxwood Blight; and

**Whereas**, the undersigned Participant understands the purpose and goal of the VBC Program and wishes to be part of the VBC Program; and

**Whereas**, the undersigned Participant hereby represents that he has the power and authority to enter into such Cooperative Agreement as or on behalf of the Participant;

**NOW THEREFORE**, for and in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, do covenant and agree as follows:

1. The Participant agrees, understands and acknowledges this Agreement shall not preclude the routine inspection, sampling, and/or testing of plants by the PDA or by the proper authorities in other States and Commonwealths, such as State Departments of Agriculture or

similar authority, where the plants may be shipped, nor does it preclude rejection, stop-sale or other regulatory action as a result of any positive samplings, tests or findings.

2. The Participant shall allow PDA access to the premises for the purpose of conducting inspections and collecting samples to test for the presence of Boxwood Blight.

3. The Participant shall allow PDA to audit all necessary records and protocols required under this Agreement to ensure adherence to the standards of the Agreement.

4. The Participant agrees to allow the PDA to conduct interviews of employees to ensure compliance with training requirements.

5. The Participant agrees, understands and acknowledges that the PDA will post the Participant's name and the names of any signatory to this Agreement on the PDA website for verification by receiving states, companies and persons.

6. Failure to meet the requirements will result in the removal of the Participant from the VBC Program and the Participant's name will be removed from the PDA website.

7. The Participant shall grow species and cultivars of Boxwood Blight host plants according to best management practices designed to prevent the introduction and minimize the risk of spreading Boxwood Blight.

8. The Participant shall effectuate, follow and adhere to the following requirements which constitute the VBC Program:

**a. Undertake the following measures for the Exclusion of Pathogens:**

(i) Utilize suppliers or nurseries that have been officially inspected by and found to be apparently free from boxwood blight.

(ii) Inspect incoming host plants and/or cuttings at the time of delivery.

(iii) Where the host material is symptomatic, the Participant shall contact PDA immediately.

(iv) Isolate newly received host plants or rooted cuttings for at least 30 days by a minimum of 3 meters (approximately 10 feet), by a physical barrier, or by another isolation method approved by PDA.

(v) Keep newly received host plants separated from existing plants and sorted by the different vendors which shipped plant host material.

(vi) Assure the isolation area shall have a surface, such as concrete or landscape fabric, that can be cleaned of plant debris.

(vii) No fungicides active against *Cylindrocladium* sp. shall be applied during the isolation/holding period.

(viii) The isolation area for incoming host plants shall be situated so that water is prevented from running-off into nearby potting media and other host production areas.

(ix) Vehicles delivering incoming host plant material shall deliver such plants directly into the isolation area, or if a common loading dock must be used, clean up and proper disposal of plant debris and associated potting material shall occur after unloading and shall be in accordance with subparagraph c of

this section.

(x) Incoming transport vehicles which are exposed to an isolation area with boxwood shall be sanitized prior to leaving.

(xi) Returned host plants shall only be accepted into the isolation area and shall be treated as newly received host plants, as set forth in subparagraphs (ii)-(ix) above.

(xii) Returns of host plants that have been comingled with host plants from another source shall be prohibited.

(xiii) Vehicles used for pick-up must be free from host plants and debris before entering the host plant production area.

(xiv) All plant debris shall be removed from the isolation and production areas on a weekly basis.

**b. Adhere to the following Water Management Practices:**

(i) Avoid overhead watering.

(ii) Conduct watering so as to allow leaves of host plants to dry before nightfall.

(iii) Monitor for host plant debris in water run-off.

(iv) Minimize water run-off such that it does not run from one host plant production area into another area.

(v) Minimize standing water in host plant blocks.

**c. Adopt and institute the following Sanitation Measures and Standards:**

(i) Host plant production areas shall be inspected regularly by the Participant for the accumulation of host plant debris.

(ii) Minimize host plant debris by regular cleaning, meaning at least daily and upon the arrival of new host plants to an isolation area, of the floor or ground where plants are grown and pot surfaces.

(iii) Neither host plants nor host plant debris shall be used in or as compost.

(iv) Tools and equipment shall be sanitized with an effective disinfectant, such as quaternary ammonium solution (prepared and maintained at labeled rates) or 5% sodium hypochlorite solution (commercial bleach with a minimum of 5.25% NaOCl), prior to use on new blocks/lots of host plant material or host plants in a separate isolation area.

(v) After every crop production cycle, all crop debris shall be removed and the isolation area and all propagation mist beds, cutting benches, machines, and tools shall be disinfected using an appropriately labeled disinfectant such as quaternary ammonium solution (prepared and maintained at labeled rates) or 5%

sodium hypochlorite solution (commercial bleach with a minimum of 5.25% NaOCl).

(vi) Only new-pots/flats or those that have been thoroughly cleaned of soil and plant debris from host plant production and disinfected as set forth in subparagraph (v) above shall be utilized for new host plants or new host plant production.

(vii) Potting mix previously used in host plant production shall be discarded and not reused unless the used potting media has been sterilized.

**d. Carryout the following Inspection Measures:**

(i) The Participant or his trained personnel shall inspect all host plants in the isolation area on a weekly basis and other host plants monthly throughout the growing season.

(ii) If boxwood blight symptoms are detected the Participant shall immediately report such symptoms to the PDA to have the disease positively identified.

(iii) No symptomatic host plants shall be sold until they have been examined and cleared by PDA.

**e. Institute the following Education and Training of appropriate personnel:**

(i) Educate and train personnel to recognize basic signs and symptoms of Boxwood Blight.

(ii) Educate and train personnel in the proper sanitation practices necessary to comply with this cooperative agreement, including training on worker safety.

(iii) Educate and train personnel with regard to the general obligations of the VBC Program and this Agreement.

(iv) Utilize training materials approved by the PDA or obtained from the ANLA Boxwood Blight website at [www.anla.org](http://www.anla.org); or at [www.BoxwoodBlight.org](http://www.BoxwoodBlight.org); National Plant Board, website at [www.nationaplantboard.org](http://www.nationaplantboard.org); or from PDA website at.

**f. Adhere to the following Recordkeeping requirements:**

(i) Records shall be made available to PDA upon request.

(ii) Records of host plants shall be maintained for a minimum of 12 months.

(iii) Records shall be made and kept of the following occurrences and shall include the following information:

(A) Document all incoming plants, including returns, with regard to type and species of plant, quantity received and the source, which shall include the name of the individual or person and their address.

(B) Receiving records which shall include date received, inspected by, rejection/acceptance and where the plants are located at facility

(C) Location of the isolation area(s) for incoming host plants

(D) Shipping records, which shall document the dates, quantity, plant type/species of all plants shipped and the destination of each plant, including the address.

(E) Documentation of adherence with the pathogen exclusion measures of this Agreement, including the documentation required by subparagraphs (A)-(D) above.

(F) Documentation of adherence with the sanitation measures of this Agreement, including the date and time of all cleaning of the areas where plants are grown, sanitation of equipment and disinfection of mist beds, cutting benches, machines and tools and the date, type and formulation of all fungicide applications.

(G) Documentation of adherence with the inspection provisions of this Agreement, including the dates and times plants were inspected and any reports of symptoms to the PDA.

(H) Documentation of adherence with the training requirements of this Agreement, including the date of each training session, names of attendees, name of trainer, materials utilized and subject matter of the training.

9. The Pennsylvania Department of Agriculture shall provide an official listing on the PDA website that attests to the following: **“This nursery has been inspected and found to be apparently free of Boxwood Blight, *Cylindrocladium pseudonaviculatum*. The responsible party has agreed to participate in the PDA Voluntary Boxwood Cleanliness program designed to prevent the introduction and minimize the risk of spreading Boxwood Blight.”**

10. In the event of the detection of Boxwood Blight at this location, this Agreement shall be voided or suspended until such remedial action as is authorized by law or agreed to by the parties can be taken to the satisfaction of the Pennsylvania Department of Agriculture.

11. Nothing in this Agreement supersedes or nullifies any statutory authority or duty of the Pennsylvania Department of Agriculture, nor does it relieve or in any manner abrogate the Participant’s duties and obligations to adhere to all statutory and regulatory requirements.

This Cooperative Agreement becomes effective upon signature of all parties hereto and shall remain in effect for one year unless rescinded for inadequacies in maintaining the obligations of the PDA Voluntary Boxwood Cleanliness Program. The Agreement may be renewed each year and may be revised as necessary, but such renewals and revisions shall not become effective until signed by all parties to this Agreement. This Agreement may not be extended.

## Participant Verification, Certification and Acknowledgment

The undersigned Participant (s) verifies, certifies, represents, affirms and warrants to the Commonwealth of Pennsylvania, Department of Agriculture, Bureau of Plant Industry, that the undersigned Participant has the power and authority to execute this Cooperative Agreement and thereby be bound to its terms or has been duly authorized by the Board of Directors thereof if a corporation, and the undersigned(s) thereby has/have authority to execute this Cooperative Agreement on behalf thereof. The Participant(s) further affirm(s) he/they have read and understand the provision of this Cooperative Agreement.

The undersigned Participant(s) agree(s) to abide by the terms of this Cooperative Agreement and to handle, pack, process, and move host plants of boxwood blight in accordance with all applicable best management practices set forth herein and in accordance with all applicable nursery laws and regulations.

**Signature instructions:** Please sign below in the space provided applicable to your status as an applicant. All persons with an ownership interest in the Plant Merchant business are applicants and must sign. If applicant is one of several persons with an ownership interest in the Plant Merchant business, look for the listing below for the type of entity in which applicant possesses an ownership interest and sign there.

IN WITNESS WHEREOF, the Parties have executed this Agreement intending to be bound hereby.

### 1. IF APPLICANT IS AN INDIVIDUAL / SOLE PROPRIETOR:

\_\_\_\_\_  
 \_\_\_\_\_/date: \_\_\_\_\_  
 (legibly print name here)

### 2. IF APPLICANT IS A PARTNERSHIP

\_\_\_\_\_, General Partner \_\_\_\_\_, General Partner  
 \_\_\_\_\_/date: \_\_\_\_\_/date: \_\_\_\_\_  
 (legibly print name here) (legibly print name here)

\_\_\_\_\_, General Partner \_\_\_\_\_, General Partner  
 \_\_\_\_\_/date: \_\_\_\_\_/date: \_\_\_\_\_  
 (legibly print name here) (legibly print name here)

**If you need more space, please attach additional sheets**

**3. IF APPLICANT IS A CORPORATION**

**Name:**

\_\_\_\_\_

(name of corporation)

**By:** \_\_\_\_\_/date: \_\_\_\_\_

**President / Vice President**  
(circle which)

**By:** \_\_\_\_\_/date: \_\_\_\_\_

**Secretary/ Treasurer**  
(circle which)

\_\_\_\_\_

(legibly print name here)

\_\_\_\_\_

(legibly print name here)

**4. IF APPLICANT IS A LIMITED LIABILITY COMPANY (LLC)**

**Name:**

\_\_\_\_\_

(name of LLC)

**By:** \_\_\_\_\_ - member **By:** \_\_\_\_\_ - member

\_\_\_\_\_/date: \_\_\_\_\_

(legibly print name here)

\_\_\_\_\_/date: \_\_\_\_\_

(legibly print name here)

**By:** \_\_\_\_\_ - member **By:** \_\_\_\_\_ - member

\_\_\_\_\_/date: \_\_\_\_\_

(legibly print name here)

\_\_\_\_\_/date: \_\_\_\_\_

(legibly print name here)

**If you need more space, please attach additional sheets.**

FOR THE COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF AGRICULTURE:

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Bureau Director Date

David M. Scott, Director  
Pennsylvania Bureau of Plant Industry  
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Chief Counsel Date

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