CCC-1045DOM
(03-01-26)

UNITED STATES DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. Agreement No. ________________

UPLAND COTTON DOMESTIC USER AGREEMENT

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. 552a – as amended). The authority for requesting the information identified on this form is 7 CFR Part 870, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Upland Cotton Economic Adjustment Assistance for Textile Mills. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Upland Cotton Economic Adjustment Assistance for Textile Mills.*

This information collection is exempt from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes are applicable to the information provided. ***RETURN THIS COMPLETED FORM TO: eaatm.els@usda.gov or THE WAREHOUSE AND COMMODITY MANAGEMENT DIVISION, PO BOX 419205, STOP 9148, KANSAS CITY, MISSOURI 64141-6205.***

THIS AGREEMENT, made and entered into by and between Commodity Credit Corporation (CCC), a corporate agency of the United States by, for, and through the Agricultural Marketing Service (AMS) Warehouse and Commodity Management Division (WCMD), and

2. Name of Domestic User	
3. Mailing Address of Domestic User	4. Address of Record Keeping Office
5. Unique Entity Identifier	
6a. Primary Contact Person	
6b. Telephone Number	
6c. e-Mail	
7a. Secondary Contact Person	
7b. Telephone Number	
7c. e-Mail	

List all locations associated with this agreement. CCC must be notified when this list changes. Notifications must be sent to eaatm.els@usda.gov.

Location Physical Address (minimum), Business Unit name or other identifier (optional)
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SECTION 1 – DEFINITIONS

Base definitions for terms used in the administration of this program are found in 7 CFR § 870.2 and additional definitions are contained in this agreement.

Adversary means a foreign country that has been designated as an adversary by the United States Department of State pursuant to 15 CFR § 791.4, and which USDA is precluded from providing financial assistance to under Secretary's Memorandum SM 1078-014.

Affiliated or affiliation means a connection, association, support or mutual understanding between two persons, business entities, or governmental entities (county, state, or country).

Agreement means the CCC-1045 specific to each Domestic User.

Agreement Holder means an Eligible Domestic User whom CCC has determined is a valid participant and with whom CCC has ratified the Agreement (CCC-1045 DOM) after having determined that the Domestic User has met all program requirements and that the Domestic User is not influenced by, affiliated with, or controlled by an Adversary, Country of Concern, Foreign Entity of Concern, Foreign Instrumentality of a Country of Concern or Adversary, or subject to Foreign Ownership Control or Influence by a Country of Concern or Adversary.

Control or Controlled means the power to dictate policies or decisions directly or indirectly through voting rights, board seats, executive management or any other factor that indicates or demonstrates the capability to influence operations, management or decision-making.

Country of Concern means an "adversary" but also includes other countries or government instrumentalities that may from time to time be designated by the United States to have interests that are adverse to or in conflict with the interests of the United States, or which are engaged in conduct that is detrimental to the national security, foreign policy or agricultural policy of the United States. (The latter conforming to Secretary Memorandum SM 1078-014.)

Enter into an Agreement or Entered into an Agreement means the act by a Domestic User of applying for benefits under the Upland Cotton Economic Adjustment Assistance for Textile Mills Program.

Foreign means a country other than the United States of America.

Foreign Entity of Concern means any foreign entity that is:

(a) Designated as a foreign terrorist organization by the Secretary of State under 8 U.S.C. 1189;

(b) Included on the Department of Treasury's list of Specially Designated Nationals and Blocked Persons (SDN List), or for which one or more individuals or entities included on the SDN list, individually or in the aggregate, directly or indirectly, hold at least 50 percent of the outstanding voting interest;

(c) Owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country that is a covered nation (as defined in 10 U.S.C. 4872(f)(2));

- (1) A person is owned by, controlled by, or subject to the jurisdiction or direction of a government of a foreign country listed in 10 U.S.C. 4872(f)(2) where:
    - (i) The person is: (A) a citizen, national, or resident of a foreign country listed in 10 U.S.C. 4872(f)(2); and (B) located in a foreign country listed in 10 U.S.C. 4872(f)(2);

(ii) The person is organized under the laws of or has its principal place of business in a foreign country listed in 10 U.S.C. 4872(f)(2); or
(iii) the person has any outstanding voting interest, board seat, or equity interest that is held directly or indirectly by the government of a foreign country listed in 10 U.S.C. 4872(f)(2);

(d) Alleged by the Attorney General to have been involved in activities for which a conviction was obtained under: (1) The Espionage Act, 18 U.S.C. 792 et seq.; (2) 18 U.S.C. 951; (3) The Economic Espionage Act of 1996, 18 U.S.C. 1831 et seq.; (4) The Arms Export Control Act, 22 U.S.C. 2751 et seq.; (5) The Atomic Energy Act, 42 U.S.C. 2274, 2275, 2276, 2277, or 2284; (6) The Export Control Reform Act of 2018, 50 U.S.C. 4801 et seq.; (7) The International Economic Emergency Powers Act, 50 U.S.C. 1701 et seq.; or (8) 18 U.S.C. 1030.
(e) Included on the Bureau of Industry and Security's Entity List (15 CFR part 744, supplement no. 4);
(f) Included on the Department of the Treasury's list of Non-SDN Chinese Military-Industrial Complex Companies (NS-CMIC List), or for which one or more individuals or entities included on the NS-CMIC list, individually or in the aggregate, directly or indirectly, hold at least 50 percent of the outstanding voting interest; or
(g) Determined by the Secretary, to be engaged in business that is detrimental to the national security, USDA policy or foreign policy of the United States, including through the provision of financial aid to companies that are affiliated with, controlled by or influenced by an adversary or country of concern.

Foreign instrumentality of a Country of Concern or Adversary means any agency, bureau, ministry, component, institution, association, or any legal, commercial, or business organization, corporation, firm, or entity that is substantially owned, controlled, sponsored, commanded, managed, or dominated by a foreign government through direct or indirect means.

Foreign Ownership means an equity stake or debt held by foreign entities, individuals, or governments.

Foreign Ownership Control or Influence means a person or entity when: (a) A foreign interest has the power to direct or decide matters affecting the entity's management or operations in a manner that could: (i) Result in unauthorized access to classified information; or (ii) Adversely affect performance of a contract or agreement requiring access to classified information; and (b) The foreign interest exercises that power: (i) Directly or indirectly; (ii) Through ownership of the U.S. entity's securities, by contractual arrangements, or other similar means; (iii) By the ability to control or influence the election or appointment of one or more members to the entity's governing board (e.g., board of directors, board of managers, board of trustees) or its equivalent; or (iv) Prospectively (i.e., is not currently exercising the power, but could).

Influence or Influenced means indirect pressure via financial dependencies, strategic partnerships, or supply chain reliance.

Person means corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals (1 U.S.C. 1).

Ratified Agreement means this document (CCC-1045 DOM) has been entirely completed by the Domestic User, and CCC has approved the Domestic User to become an Agreement Holder under the Upland Cotton Economic Adjustment Assistance for Textile Mills Program.

SECTION 2 – GENERAL TERMS

A. General Provisions

   a. Beginning with the Ratified Agreement effective date, the Commodity Credit Corporation (CCC) will, in accordance with the terms and conditions of this Agreement, make payments to the Agreement Holder named above. Such payments will be made for eligible cotton in accordance with the regulations found in 7 CFR Part 870 governing the Economic Adjustment Assistance for Textile Mills.
   b. CCC shall issue no payments in excess of those permitted by statute, the applicable regulations, Secretarial Memoranda, and other relevant terms and conditions provided herein.
   c. All payments received by the Agreement Holder must be used for purposes as specified in section 1207(c)(3) of the Agricultural Act of 2014 (7 U.S.C. § 9037). Authorized expenditures include costs incurred for purchases of land or the acquisition, construction, installation, modernization, development, conversion, or expansion of depreciable fixed assets. Such capital expenditures must be directly attributable to the purpose of manufacturing eligible upland cotton into cotton products in the United States. Expenditures that are not directly associated with manufacturing of eligible upland cotton into cotton products are beyond the scope of the Economic Adjustment Assistance for Textile Mills program and not expenditures eligible for CCC funds under this program.

B. Regulation and Authorities

   a. Section 1207 of the Agricultural Act of 2014 (7 U.S.C. § 9037);
   b. The Commodity Credit Corporation Act (15 U.S.C. § 714 *et seq*.)
   c. 7 CFR Part 870, Economic Adjustment Assistance for Textile Mills; and
   d. 7 CFR Part 11, Appeal Regulations.

C. Domestic Users

   a. Domestic Users shall be regularly engaged in the business of opening bales of eligible upland cotton in the United States for the purpose of:
      i. Spinning such cotton into yarn;
      ii. Papermaking; or
      iii. Production of non-woven cotton products.
   b. An Eligible Domestic User shall have an executed and ratified Agreement wherein it agrees to comply with all the terms and conditions of the EAATM Program.
   c. Only Eligible Domestic Users will be issued payments under the EAATM Program.

D. Eligible and Ineligible Cotton

   a. For the purposes of this Agreement and the Economic Adjustment Assistance for Textile Mills Program, eligible cotton shall be baled upland cotton regardless of origin, which must be one of the following:
      i. Baled lint: including baled lint classified as below grade;
      ii. Loose: samples removed from upland cotton bales for classification purposes which have been rebaled;
      iii. Suitable semi-processed motes: small, broken, or immature cotton seeds with attached cotton fibers that are of a quality suitable, without further processing, for spinning, papermaking, or production of non-woven fabric; or.

iv. Re-ginned motes: baled cotton fiber that has been removed from small, broken, or immature cotton seeds by re-ginning.

b. For the purposes of this Agreement and the Economic Adjustment Assistance for Textile Mills, the following types of cotton are not eligible:
   i. Lint cleaner waste resulting from the ginning process ("raw motes");
   ii. Lint produced from the cottonseed crushing process ("linters");
   iii. Textile mill wastes;
   iv. Waste from the mote cleaning process ("pills");
   v. Any eligible cotton which has been blended with ineligible fibers, including textile mill waste, raw motes, linters, or pills;
   vi. Extra-long staple cotton;
   vii. Cotton not listed as eligible in this Agreement; or
   viii. Cotton for which payment under this program has already been made available.

E. Completion and Execution of the Agreement
   a. To be eligible for payment under the Economic Adjustment Assistance for Textile Mills, Domestic Users shall:
      i. Submit the current CCC approved version of this Agreement for approval, execution and ratification by CCC. An Agreement must be completed for each Unique Entity Identifier (UEI) Number. Agreements must be submitted to the Warehouse and Commodity Management Division (WCMD), Agricultural Marketing Service (AMS). The Commodity Credit Corporation will execute and ratify an Upland Cotton Domestic User Agreement with Eligible Domestic Users that are not affiliated with or controlled by an Adversary or Country of Concern.
      ii. Disclose the nature of their corporate structure and its affiliation with any foreign instrumentality or foreign ownership as provided in Section 3(A).
      iii. Submit to WCMD information and documents determined by CCC to be sufficient to conclude that the domestic user can comply with the applicable regulations and Departmental directives. Such documents must include, but not limited to:
         1. A current review or an audit-level financial statement prepared according to generally accepted accounting standards as defined by the American Institute of Certified Public Accountants.
         2. For any entity that is not an individual, a document that establishes proof of the existence of the entity, such as:
            a. For a partnership, an executed partnership agreement.
            b. For a corporation:
               i. Articles of incorporation certified by the Secretary of State of the applicable State of incorporation;
               ii. Bylaws; and
               iii. Any permits authorizing it to conduct business.
            c. For a limited partnership, an executed limited partnership agreement.
            d. For a limited liability company:
               i. Articles of organization or similar documents; and
               ii. Operating agreement or similar agreement.

b. Upon CCC determination that the Domestic User is eligible for participation in the EAATM Program, an executed copy of the Ratified Agreement will be returned to the Domestic User.
c. Capital expenditures cannot be determined as eligible and/or qualified until an Agreement is fully executed by both CCC and a Domestic User.
d. General operational and policy questions regarding the Economic Adjustment Assistance for Textile Mills program and agreement should be directed to the Warehouse and Commodity Management Division (WCMD), eaatm.els@usda.gov.

F. Payments
  a. Payment Rate
    i. The payment rate shall be determined in accordance with the regulations found in 7 CFR Part 870 governing the Economic Adjustment Assistance for Textile Mills and the program statute.
    ii. All qualities of eligible upland cotton will earn the same per pound payment rate. For semi-processed motes, payment will be determined based on 25 percent of the weight as defined in Section 3(G).
  b. Issuance of Payments
  After receipt of the application for payment, together with required supporting documents, CCC will issue payments in an amount determined by multiplying the per pound payment rate determined in accordance with Section 2(C)(a) of this Agreement by the net eligible pounds determined in accordance with Section 3(D) of this Agreement and the program regulations. Payment may be allowed only to the extent permitted by the program statute and regulations. If a cash payment is not made within 30 days of receipt of valid documentation demonstrating eligibility, CCC will pay interest at the prompt payment interest rate established by the United States Treasury.
  c. Use of Payments
  The Agreement Holder must make capital expenditures equal to, or greater than, any amounts paid by CCC within 18 months following the end of the marketing year for which the payments were received. The marketing year spans August 1 through July 31 of the following year. For example: Payments received for all cotton consumed between August 1, 2025, and July 31, 2026 (Marketing Year 2026) must be spent on authorized capital expenditures by January 31, 2028.
  d. Excessive Payment
  If the Agreement Holder receives a payment exceeding the entitled payment in accordance with this Agreement, the Agreement Holder shall refund to CCC an amount equal to the excess payment, plus interest thereon, as determined by CCC.

G. Record Retention and Access
  a. From the Agreement effective date until three years after the termination date of this Agreement, the Agreement Holder shall keep records and furnish such information and reports relating to this Agreement as may be requested by CCC.
  b. CCC may require Agreement Holders to provide copies of any and all records which support the Agreement Holder's claims for payment to WCMD. Such records shall be available at all reasonable times for an audit or inspection by authorized representatives of the United States Department of Agriculture, and/or any other governmental unit needing access for audit or inspection purposes.

c. Failure to keep, maintain, or make available, such records shall result in termination of this Agreement by CCC and require refund to CCC of all payments received, plus interest thereon for any time frame during which verifiable records were not provided.
d. Domestic Users shall submit all EAATM Documents to WCMD by email to eaatm.els@usda.gov.
e. All documents submitted to CCC for this program must be legible, accurate, and contain the Agreement number assigned by CCC.
f. Applications for payment will be processed according to the date received by WCMD. An application/report will not be considered received by CCC until such time as it has been submitted without error and completed in full.
g. CCC may require documents to be submitted in electronic format.

H. Prohibited Agreement Holders

CCC is prohibited from approving as an Agreement Holder, any Domestic User that is influenced by, affiliated with, or controlled by an Adversary, Country of Concern, Foreign Entity of Concern, Foreign Instrumentality of a Country of Concern or Adversary, or subject to Foreign Ownership Control or Influence by a Country of Concern or Adversary.

SECTION 3 – RESPONSIBILITIES OF THE ELIGIBLE DOMESTIC USER

A. Eligible Domestic User

An Eligible Domestic User is a Domestic User in the United States, who has entered into an agreement with CCC and which CCC has executed and ratified pursuant to section 6, allowing the Domestic User to participate in the Economic Adjustment Assistance for Textile Mills and receive payments pursuant to this program. Eligible Domestic Users shall:

a. Meet all requirements under the EAATM Program per 7 CFR Part 870 and this agreement;
b. Not be affiliated with any country of concern or adversary;
c. Not be subject to control or influence (both directly or indirectly) nor serve as an instrumentality, including any parent entity and/or parties having any beneficial interest(s), of any Country of Concern or adversary as defined in 15 CFR § 791.4; and
d. Not be aligned with an adversary or County of Concern, as determined by the Secretary.

B. Agreement Holder Responsibilities

a. Agreement Holder shall have the following:
    i. an active SAM.gov account with a valid UEI; and
    ii. staff available who are sufficiently knowledgeable to assist WCMD/CCC personnel with reviews/audits.
b. Agreement Holder shall provide annually to AMS, within 90 calendar days of the fiscal year end, or more frequently if required, current financial statements from the Agreement Holder records prepared according to generally accepted accounting principles.
c. Agreement Holder shall promptly notify AMS of any change in its ownership, ownership interests, or organizational structure, and shall provide any supplementary documentation requested by AMS to verify continued compliance with all regulatory and EAATM Program requirements.
d. Agreement Holder shall permit, and assist without impediment, any USDA-authorized individual to inspect or audit on any business day during the normal and customary hours of business, the books, papers, records, accounts, and other applicable and relevant

documents. Failure to provide access or respond timely to requests for information and records will result in denial of benefits and termination of the Agreement.

e. In the event the cotton is not used for the purposes identified in Section 2(F)(a), the payment received shall be returned immediately to CCC with interest (as applicable).

C. Upland Cotton Eligible for Payment

Eligible Upland cotton for payment as defined in the regulations at 7 CFR Part 870, must also be cotton that is consumed by the Agreement Holder in the United States on or after the Agreement Effective Date, but not later than such date as may be announced by CCC. No payment may be made except as permitted by the program regulations and statutory authorities, Secretarial Memoranda, and other relevant terms and conditions provided herein.

D. Date of Consumption

a. Eligible upland cotton will be considered consumed on the date the bagging and ties are removed in the designated opening area immediately prior to use, within a facility where the cotton will be consumed as part of the continuous manufacturing process into final cotton products.

b. The payment rate is the rate in effect on the date of consumption.

c. Some Agreement Holder’s official company records may show bales in the consumption process either a few hours before or after the physical removal of bagging and ties. This is permissible provided the same method of reporting is consistently used each week.

E. Determining the Quantity of Eligible Cotton

The quantity of eligible upland cotton with respect to which a payment is made available in accordance with this Agreement shall be determined based upon the net weight. The net bale weight shall be determined based upon the net pounds used but not to exceed the last certified weight; and be supported by weight sheets including a detailed list of bale numbers. Net bale weights must either be vendor weights or certified reweights. The weight purchased and claimed for the purpose of CCC payment under the Economic Adjustment Assistance for Textile Mills program must be the same. Franchised weights will not be accepted.

F. Monthly Consumption/Application for Payment Report

a. The Agreement Holder shall report consumption activity each month on a Monthly Consumption/Application for Payment Report for Upland Cotton (CCC-1045UP-2) hereafter referred to as the Consumption Report.

b. The monthly Consumption Report must be submitted no later than the final business day of the following month of consumption.

c. Example: July Consumption Report due by close of business on the last business day of August. If the Domestic User’s facility is temporarily closed for any reason, the eligible domestic user must notify AMS and submit a Monthly Consumption Report prior to the end of the month following the plant closure.

d. Failure to submit Consumption Reports will result in delays in payments until all delinquent Consumption Reports are received.

e. Consumption Reports must be complete. The Consumption Report and any other required documents which contain errors or omissions will not be processed for payment.

G. Penalties for Late Submission of Applications

a. Applications for payment not submitted by the last business day of the following month will be considered late by AMS and are ineligible for payment for that rate month. If late submission of Consumption Report for payment is beyond the control of the Agreement Holder, a one-month extension may be requested by contacting the License and Storage Contract Branch, WCMD.
   Example: February Consumption Report submitted after the last business day of March would require an extension request to the last business day of April.
b. The Agreement Holder must submit Monthly Consumption Reports every month, even when no eligible upland cotton has been consumed.

H. General Record Requirements

In addition to the requirements in Section 2(D), the Agreement Holder must maintain the following records for all cotton consumed:

a. A detailed list of bale numbers and the net weights identified by the type of cotton.
b. Documentation supporting the receipt of cotton, including a register of contracts, amendments, and cancellations. Records must show the number of bales received each month by type of cotton supported by invoices or waybills and weight sheets documenting the net weight when received at the Agreement Holder's facility or facilities.
c. Documentation that provides the capability to trace the "consumed bale weight" back to the source documents showing the net weight received at the Agreement Holder's facility.
d. A monthly consumption listing which contains a detailed list of bales consumed monthly showing the bale numbers and net weights for each type of eligible cotton; and
e. Documentation supporting the acquisition, consumption and disposition of ineligible cotton, fibers, and other textiles.
f. An inventory record of eligible bales that summarizes at least monthly: the beginning inventory, acquired bales, resold and other (adjustment) bales, consumed bales and ending inventory.
g. Documentation of expenditures for eligible acquisitions of land, and construction, installation, modernization, development, conversion, or expansion of plant, buildings, equipment, facilities, or machinery that are equal or greater than payments received under this Agreement. The expenditures shall be recorded in ledger form to include, but not be limited to, description of expenditure, acquisition date, method of payment, date of payment and amount of payment.
h. Any transaction between two Domestic Users involving the transfer of eligible upland cotton bales must be reported to AMS by both Agreement Holders with a statement of eligible claim certification identifying the entity eligible to claim EAATM financial assistance for their use of suitable semi-processed motes or re-ginned mote bales.
i. The Agreement Holder must record information about capital expenditures in a supplemental ledger as defined in § 870.2 for the purpose of audit. The ledger should include only eligible capital expenditures equal to or in excess of payments received for the sole purpose of manufacturing cotton into final cotton products in the United States.
   i. Information must include, but is not limited to, detailed descriptions of each capital expenditure, acquisition date, date of payment, amount of payment, and proof of payment, serial number(s), invoice number, and location (applicable facility).

ii. Capital expenditures must be grouped by Marketing Year.
iii. Each line item must reflect only a single expense for an identifiable single expenditure.
iv. The format must be acceptable for purposes of CCC review.

I. Pre-approval of Expenditures Exceeding $250,000
   a. The Agreement Holder for purposes of meeting the eligibility requirements of an allowable purpose under the program must receive pre-approval from the License and Storage Contract Branch, WCMD.
   b. Failure to receive pre-approval will result in the asset not being considered as a qualified expenditure.
   c. The request for pre-approval must include:
      i. The description of the proposed expenditure, ensuring each expenditure is individually documented in detail;
      ii. Applicable marketing year;
      iii. Itemized purchase order (USD only) and/or invoice number, if applicable;
      iv. Documentation of scheduled purchase date(s), installation date, and location (which facility); and
      v. Any additional information requested by AMS.

J. Funding Utilization Extension Waiver
   a. EAATM Program funds shall not carry over to subsequent marketing years. Qualifying capital expenditure exceeding the value of $10 million on a single, allowable, fixed asset may be eligible to receive a funding utilization extension from AMS. To be considered for the extension, the Agreement holder must make the request at the time of a pre-approval for a single item expenditure pursuant to paragraph (J) of this section.
   b. Applications for a funding utilization extension request must include, but are not limited to:
      i. Detailed plans for the expense;
      ii. Timeline of construction;
      iii. Schedule of payments;
      iv. Estimated date of when the capital expenditure will be operational;
      v. Explanation of how the expense meets the criteria for allowable purposes;
      vi. Justification for the extension request; and
      vii. Any other information or supporting documentation required by AMS.
   c. WCMD will consider funding utilization extension requests based on allowable purposes. In any event, the maximum time extension for EAATM Program funds to be used for capital expenditures will be 36 months beyond the existing timeframe of 30 months (Marketing Year + 18 months), for a total of 66 months.
   d. EAATM Program funds will be reconciled against the eligible expense(s) specified in the funding utilization extension until the approved time extension has expired or funds are exhausted.

K. Requirement of Eligible Purchases with CCC Funding to be Readily Put into Service
   a. The Agreement Holder is required to install assets purchased with CCC funds reimbursed under this program, within 24 months after the date of a purchase agreement. If unforeseen difficulties prevent the Agreement Holder from meeting the 24-month installation time, the Agreement Holder must receive approval from the License and Storage Contract Branch, WCMD. Approvals for additional time will only be

granted for conditions that prevented installation that are considered “Acts of God” and will only be granted for a period of time until that condition no longer exists.

b. The Agreement Holder must make expenditures equal to, or greater than, any amounts paid by CCC within any marketing year. The marketing year begins August 1 each year and ends July 31 of the next year. Expenditure amounts that exceed the amount paid to the Agreement Holder for any marketing year will not carry over to the following marketing year. The Agreement Holder will have 18 months following the end of the marketing year to expend the amounts received from CCC.

L. Prohibition of Direct or Indirect Transfer of CCC Funds in a Plant or Corporate Acquisition

a. Direct or indirect transfer of EAATM Program funds to another entity is prohibited. In the event of a sale/transfer of an eligible Domestic User's business or its assets, the eligible Domestic User must sign a written verification certifying that no EAATM Program funds were transferred, either in cash or as an asset purchased exclusively to be transferred to the acquiring company.

b. Each eligible Domestic User involved in an acquisition/merger/transfer must notify AMS and provide AMS with an itemized ledger detailing specific equipment, building, facility, property, and/or plants bought with EAATM Program funds included with any acquisition/merger/transfer.

c. In the event of an acquisition/merger/transfer and without extenuating circumstances, equipment, facilities, and/or plants purchased with EAATM Program funds by an eligible Domestic User must be operational for a minimum of 36 months prior to its sale and cannot be purchased with EAATM Program funds again by another eligible domestic user.

SECTION 4 – TERMS OF THE AGREEMENT

A. Terms of Agreement

This Agreement will continue in force until it is terminated in writing by CCC or at the mutual agreement of the parties. CCC may also terminate this Agreement without prior written notice when required to do so by programmatic requirements, expiration of authorizing legislation, exhaustion of funds or to meet any additional programmatic requirements.

B. Program Violations

a. If the Domestic User is suspected to have: (1) adopted any scheme or device which violates this Agreement; (2) adopted any scheme or device which evades, conceals or otherwise disguises the nature of its business or a transaction; (3) made any false representation; or (4) misrepresented any fact affecting a determination under this Agreement, CCC will notify the appropriate investigating agencies of the United States and shall terminate the Agreement and require a full refund of all payments plus interest and suspend or debar the offending company from further government participation as deemed necessary to protect the interests of the government.

b. No Member or Delegate of Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom, except that this provision shall not be construed to extend to their interest in any incorporated company, if this Agreement is for the general benefit of such company, nor shall it be construed to extend to any benefit which may accrue to such official in their capacity as a party to an Agreement.

C. Appeals

a. Eligible Domestic Users who dispute a decision may request a review of the decision by the Director, WCMD, Agricultural Marketing Service. Such requests must be in writing and contain the relevant facts upon which the review will be heard and must be received by WCMD within 15 days from the date of receipt of the disputed decision.

Requests must be directed to:

Director, Warehouse and Commodity Management Division
Agricultural Marketing Service
U.S. Department of Agriculture
PO Box 419205, Mail Stop 9148
Kansas City, MO 64141

or email to ams.wcmd.operations@usda.gov

b. Domestic Users who dispute a review decision by the Director may appeal such decision to the National Appeals Division. Such an appeal must be made within 30 days of receipt of a WCMD decision. Such appeal will be conducted in accordance with 7 CFR Part 780 and must be directed to the National Appeals Division.

D. Termination
   a. This agreement may be terminated or amended at any time with or without cause.
   b. Upon termination or amendment of this Agreement, all future obligations shall be governed solely by the terms of any subsequently executed and ratified agreement. Notwithstanding the foregoing, for a period of no less than three years following the termination date of any Agreement, the Agreement Holder shall retain records and provide any information or reports relating to this Agreement as may be requested by CCC.

SECTION 5 – CERTIFICATION OF OWNERSHIP, CONTROL, AFFILIATION, INFLUENCE

All Domestic Users must answer and certify **one** of the following statements:

Option 1 – Certification of No Foreign Influence or Control

The Domestic User certifies that it is not influenced by, affiliated with, or controlled by an Adversary, a Country of Concern, a Foreign Entity of Concern, a Foreign Instrumentality of a Country of Concern or Adversary, nor is it subject to Foreign Ownership, Control, or Influence (FOCI) by a Country of Concern or Adversary.

Signed____ Date _____________________

Option 2 – Certification of Foreign Influence or Control

The Domestic User certifies that it is influenced by, affiliated with, or controlled by an Adversary, a Country of Concern, a Foreign Entity of Concern, a Foreign Instrumentality of a Country of Concern or Adversary, or is subject to Foreign Ownership, Control, or Influence (FOCI) by a Country of Concern or Adversary.

Signed____ Date _____________________

SECTION 6 – RATIFICATION

A. Domestic User

The Domestic User submits this Agreement, agrees to the terms and conditions herein, and attests that all funds projected to be received under this program will be used for the sole purpose of capital expenditures directly attributable to the purpose of manufacturing eligible upland cotton into cotton products in the United States.

Signed and dated:

a. Print Name	b. Title
c. Authorized Signature	d. Date Signed

B. Commodity Credit Corporation (CCC)

This Agreement is executed by CCC and shall be effective	a. Date
b. On Behalf of CCC	c. Date Signed