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**CCC-582**  
(12-01-08)

**U.S. DEPARTMENT OF AGRICULTURE**  
Commodity Credit Corporation

**MILK INCOME LOSS CONTRACT (MILC) AGENT APPLICATION AGREEMENT**

**NOTE:** *The primary authority for requesting and safeguarding the information described on this form is the Food, Conservation, and Energy Act of 2008 (Pub. L. 110-246 and any amendments to such act as may follow). The information requested is necessary for CCC to consider and process the offer to enter into a Milk Income Loss Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in a determination of ineligibility for certain program benefits and other financial assistance administered by USDA. The information collected as a result of this form may be released to USDA employees, USDA contractors, or authorized USDA cooperators who are bound to safeguard the information under Section 1619 of the Food, Conservation and Energy Act, the Privacy Act of 1974, the E-Government Act of 2002, and related authorities. This information collection is exempted from the Paperwork Reduction Act, as it is required for administration of the Food, Conservation, and Energy Act of 2008 (see Pub. L. 110-246, Title I, Subtitle F - Administration). The provisions of criminal, civil, and privacy statutes may be applicable to the information provided. **RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

**PART A - APPLICATION**

The undersigned person, hereby makes application to be a MILC agent under the Milk Income Loss Contract Program in order to enter into a Milk Income Loss Contract with the Commodity Credit Corporation to obtain MILC program benefits for producers of special religious groups involved in a dairy operation affiliated with the MILC Agent's dairy cooperative or milk handling organization.

1. DATE OF APPLICATION (MM-DD-YYYY)	2. NAME OF AUTHORIZED MILC AGENT
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3. MILC AGENT'S BUSINESS ADDRESS (Including Zip Code)	4. NAME AND ADDRESS (Including Zip Code) OF DAIRY COOPERATIVE / HANDLER THE APPLICANT IS REPRESENTING
TELEPHONE NUMBER (Including Area Code):	TELEPHONE NUMBER (Including Area Code):

5. NAME AND ADDRESS (Including Zip Code) OF THE DAIRY OPERATION THE APPLICANT WILL ACT ON BEHALF	6. NAME AND ADDRESS (Including Zip Code) OF THE COUNTY FSA OFFICE WHERE THE DAIRY OPERATION IS LOCATED AND FARM RECORDS ARE MAINTAINED
TELEPHONE NUMBER (Including Area Code):	TELEPHONE NUMBER (Including Area Code):

7. EACH PRODUCER INVOLVED IN THE ABOVE LISTED OPERATION THAT THE APPLICANT WILL REPRESENT ARE AS FOLLOWS:

A. NAME OF PRODUCER	B. PRODUCER'S TAX IDENTIFICATION NUMBER (Last 4 digits)
(1)	(1)
(2)	(2)
(3)	(3)
(4)	(4)
(5)	(5)

8. Has the applicant obtained a Power of Attorney (FSA-211) giving authorization to the applicant to enter into a Milk Income Loss Contract (CCC-580) on behalf of each producer identified in Item 7 above.       YES       NO

9. Does the applicant agree to disburse the MILC program benefits obtained from CCC to the producers in the dairy operation in their monthly milk check?       YES       NO

10A. SIGNATURE OF APPLICANT (BY)	10B. TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN A REPRESENTATIVE CAPACITY	10C. DATE (MM-DD-YYYY)
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11. REMARKS

**PART B - AGREEMENT**

**THIS AGREEMENT** made and entered into this (1) \_\_\_\_\_ day of (2) \_\_\_\_\_, (3) 20\_\_\_\_, by and between Commodity Credit Corporation (CCC) and (4) \_\_\_\_\_, (Name of MILC Agent)

**WITNESSETH:**

**WHEREAS**, CCC desires that qualified persons act as MILC agents to assist producers of special religious groups in obtaining MILC payments under the MILC program of CCC, and the person named above desires to be approved as a MILC Agent under such program:

**NOW, THEREFORE**, CCC does hereby approve the person named above, as a MILC Agent under the MILC program, and in consideration of the premises and other considerations contained herein, the parties hereto agree to the duties of the MILC agent as follows:

1. MILC Agent shall be familiar with the provisions of the Milk Income Loss Contract program contained in applicable directives issued by FSA, regulations at 7 CFR Part 1430 (the regulations), the forms, addendums, and appendixes prescribed by CCC, and perform duties according to such procedures outlined and issued by the Deputy Administrator for Farm Programs.
2. Subject to other provisions of this Agreement, the MILC Agent shall obtain an acceptable power of attorney or acceptable equivalent for the producers of the dairy operation of a special religious group that authorizes the agent to enter into a MILC contract.
3. MILC Agent shall provide the dairy operation's monthly production evidence to the appropriate FSA Office indicated in Item 6 of Part A of this application.
4. MILC Agent shall inform the dairy operation of all MILC program eligibility requirements, the producer's responsibility to meet those eligibility requirements, and provide the producers in the operation with the necessary forms to complete such requirements.
5. MILC Agent shall facilitate communication between CCC and the producers of the dairy operation.
6. MILC Agent shall disburse payments to the dairy operation in the producer's monthly milk check or in an otherwise approved manner.
7. The FSA County Committee shall provide supervision for the MILC Agent as it deems appropriate.
8. Each MILC Agent is subject to audit and shall maintain and retain records of the operation of their dairy cooperative or milk handling organization and make such records and facilities available to FSA representatives.
9. CCC may require proof that the appropriate MILC program benefits were disbursed to the producers in the dairy operation in their milk check and any determination by CCC that such funds were not disbursed to the producers in Item 7 of Part A of this application shall result in CCC immediately terminating this Agreement.
10. The MILC Agent will not adopt any scheme or device to circumvent the purpose of the MILC program regulations of this Agreement.
11. This Agreement may be terminated by either party or by the producers involved in the dairy operation indicated in Item 5 of Part A of this application at any time upon 30 days notice to the County FSA Office indicated in Item 6 of Part A of this application.
12. The MILC Agent shall hold CCC harmless from any claim made against CCC in connection with any MILC payment or other activity carried out by the MILC Agent which is not in accordance with the terms and conditions of this Agreement as they correspond to the dairy operation indicated in Item 5 of Part A of this application.
13. CCC may terminate this Agreement without providing 30 days notice if CCC determines that the MILC Agent failed to meet the terms and conditions of this Agreement.
14. The MILC Agent shall furnish all necessary program documentation requested by the FSA including verified adjusted gross income documentation for the producers.

**IT IS FURTHER AGREED** that this Agreement and approval as a MILC Agent does not make the MILC Agent a Federal employee or an agent of CCC or the United States Government. It is agreed that this Agreement and the approval as a MILC Agent shall remain effective until terminated at any time by CCC or the MILC Agent or the producers of the dairy operation for whom the MILC Agent is acting. The MILC Agent shall cease obtaining or disbursing MILC benefits upon receiving from CCC a notice of termination.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date set forth above.

(a) Signature of MILC Agent \_\_\_\_\_ (Date (MM-DD-YYYY))

(b) For Commodity Credit Corporation BY \_\_\_\_\_ (Date (MM-DD-YYYY))

*(Signature of COC Designee)*

APPROVED     DISAPPROVED

*The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410, or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.*