

THE CANADA-U.S. CONSULTATIVE COMMITTEE ON AGRICULTURE (CCA) TERMS OF REFERENCE

The U.S.-Canada Record of Understanding on Agriculture Trade signed on December 4, 1998 established an ongoing process of consultation that emphasizes early identification of problems and effective cooperation to resolve them. In accordance with the Record of Understanding, a Consultative Committee on Agriculture (CCA) is hereby established.

I. Purpose

The purpose of the CCA will be:

1. To provide a high-level forum to strengthen bilateral agriculture trade relations between Canada and the United States of America through cooperation and coordination;
2. To facilitate discussion and cooperation on matters related to agriculture between the two countries including, but not limited to:
 - A. Agricultural trade and market access;
 - B. Sanitary and phytosanitary (SPS) issues;
 - C. Cooperation in areas of mutual interest in agriculture.

II. Composition

1. Senior officials from the Foreign Agricultural Service of the United States Department of Agriculture, the Office of the United States Trade Representative, the International Trade Policy Directorate of Agriculture and Agri-food Canada, and the Canadian Department of Foreign Affairs and International Trade as may from time to time be designated (hereinafter referred to as “Co-chairs”) will co-chair the CCA.
2. The CCA will consist of the Co-chairs and such other individuals as each Co-chair may appoint as members, including representatives from other ministries and government agencies. Each Co-chair will inform the other of changes to CCA membership as they occur.
3. Each Co-chair may appoint a Co-Vice Chair to act in its capacity as Co-Chair.
4. Each Co-chair will designate a point of contact on its respective side for the purposes of communication and organization of administrative staff support for the CCA.

III. Meetings of the CCA

1. The CCA will meet at least once per year, or as appropriate.
2. The CCA Co-Chairs will establish the date, location, time, procedure, and agenda of meetings. The Co-Chair of the country hosting the meeting will conduct that meeting.
3. The CCA may conduct meetings through the use of video-conferencing, and other methods of telecommunication as agreed by the Co-Chairs. The Co-Chairs will decide, by mutual consent, who will host any such meeting.
4. All recommendations or determinations of the CCA will be subject to the concurrence of the Co-Chairs.
5. The host country for a meeting will provide appropriate administrative support for that meeting.

IV. Provincial-State Advisory Group

1. The CCA will establish a Provincial-State Advisory Group with representatives of Canadian provinces and U.S. states. Representatives may participate in the Provincial-State Advisory Group at the invitation of the CCA Co-Chairs. Members of the Provincial State Advisory Group may include officials in the governments of U.S. states or Canadian provinces that participate in the States Provinces Agricultural Accord. It is the intention of the CCA to encourage broad participation in the Provincial-State Advisory Group.
2. The purpose of the Provincial-State Advisory Group will be to provide a forum where producers and exporters, through their provincial and state governments, can raise bilateral agricultural trade issues. It will also be an opportunity to enhance cooperation and coordination on areas of common concern. It is not the intent, nor the responsibility of the Provincial-State Advisory Group to negotiate on specific bilateral issues.
3. The Provincial-State Advisory Group will meet at their discretion and report to the CCA Co-Chairs following their meetings. Representatives from the CCA may attend meetings of the Provincial-State Advisory Group as appropriate. The Provincial-State Advisory Group will establish a point of contact from Canada and the United States to facilitate communication and coordination with the CCA. Each participant in the Provincial-State Advisory Group will be responsible for any expenses incurred for the purpose of participation in the group.

V. Bilateral Industry Consultative Groups:

1. The CCA will encourage the establishment of Bilateral Industry Consultative Groups with representatives of Canadian and U.S. grains, livestock and red meat, and horticulture products groups on an ad hoc basis. Representatives may participate in Bilateral Industry Consultative Groups at the invitation of the CCA Co-chairs.
2. The purpose of the Bilateral Industry Consultative Groups is to encourage the private sector to engage in a similar cross-border dialogue to increase mutual understanding and support the resolution of differences through consultation and discussion.
3. Each Bilateral Industry Consultative Group will meet as appropriate and report to the CCA Co-Chairs following their meetings. Each Bilateral Industry Consultative Group will establish a point of contact from Canada and the United States to facilitate communication and coordination with the CCA. Each participant in the Bilateral Industry Consultative Groups will be responsible for any expenses incurred for the purpose of participation in the group.

VI. Working Groups

1. The CCA Co-Chairs may establish Working Groups to conduct activities as the Co-Chairs will decide in furtherance of the purpose of the CCA. Each Working Group may include representatives from ministries and government agencies of both countries at the invitation of the Co-Chairs.
2. Working groups may meet independently of the CCA.
3. Working groups are expected to report to the CCA as the latter may decide.
4. Either Co-Chair may discontinue a working group upon written notification to the other Co-Chair.

VII. Limitations

1. The functions and activities of the CCA and any working group established under Article VI are subject to the availability of resources in each country.
2. This Agreement will not be construed or interpreted to create any binding obligations or commitments under any provision of international or domestic law.

VIII. Modification and Termination

1. These Terms of Reference may be modified in writing by the CCA Co-Chairs jointly, and may be terminated at any time by either party upon written notice to the other.