

# MEMORANDUM OF UNDERSTANDING

Between The

CONFERENCE FOR FOOD PROTECTION

And The

CENTERS FOR DISEASE CONTROL AND PREVENTION

## I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a working relationship between the Conference for Food Protection (CFP) and the Centers for Disease Control and Prevention (CDC) of the Department of Health and Human Services to: (1) place greater emphasis on food safety at the point of ultimate sale to the consumer through retail food service, retail food store and food vending operations; and (2) be more successful in promoting food safety, mutual respect, and uniformity. The MOU sets out the working arrangements between CFP and CDC in their efforts to implement the recommendations adopted at Conference meetings.

## II. BACKGROUND

The CFP Constitution and Bylaws state that its objective is to promote food safety and consumer protection by:

- Identifying and addressing problems in the production, processing, packaging and distribution, sale, and service of foods;
- Focusing on and facilitating the food protection programs governing the food service, retail food store, and food vending segments of the food industry;
- Adopting sound, uniform procedures that will be accepted by state and local food regulatory agencies and industry;
- Promoting mutual respect and trust by establishing a working liaison among governmental agencies, industry, academic institutions, professional associations, and consumer groups concerned with food safety;
- Promoting uniformity among states, territories, and the District of Columbia.
- Utilizing as the primary channels for dissemination:

The United States Department of Agriculture/Food Safety and Inspection Service, in matters under its purview, such as production, meat, poultry, and egg processing, and consumer information; and

The United States Department of Health and Human Services/Food and Drug Administration, in matters under its purview, such as food processing and assistance to food regulatory agencies based on the model food codes and related documents.

The CDC mission is to promote health and quality of life by preventing and controlling disease, injury and disability. CDC is the lead federal agency for conducting public health surveillance and gathering data on foodborne illness, investigating foodborne illnesses and outbreaks, and

monitoring the effectiveness of disease prevention and control efforts, in collaboration with state and local partners. CDC also plays an ongoing role in identifying disease prevention strategies and building state and local health department epidemiology, laboratory, and environmental health capacities to support foodborne disease surveillance and outbreak response. CDC does not regulate food commodities, but CDC collaborates extensively with food regulatory agencies to protect public health by ensuring the safety of the food supply.

### III. SUBSTANCE OF AGREEMENT

#### A. CDC agrees to:

1. Recognize the CFP as a voluntary national organization that is well-qualified to provide technical guidance and information to industry, state and local governments, academic institutions, and consumer groups on matters relating to development and implementation of codes and standards dealing with retail food service, retail food store and retail food vending operations.
2. Review and consider CFP recommendations to industry, state and local governments, academic institutions and consumer groups regarding food codes and standards, and revisions thereto, which deal with retail food service, retail food store and retail food vending operations,
3. Participate to the fullest extent possible in the CFP, its committees, and other deliberative processes that are necessary for the CFP to function efficiently and effectively.
4. Provide training seminars, technical assistance, guidance and scientific research, as resources permit, in areas dealing with retail sales and service. CDC agrees to make every effort to maintain a current scientific basis for the development of these efforts.
5. Coordinate with FDA and FSIS on matters of concern to the CFP and with other major organizations of state and local officials that have an interest in retail food program activities.

#### B. CFP agrees:

1. Inform CDC of all issues submitted to the CFP and the recommendations or actions involving industry, state and local governments, academic institutions, and consumer groups taken in response to such issues.
2. Furnish CDC with copies of all recommended revisions or changes to the model codes or procedures for review for consistency with sound science and accepted public health practice; existing laws, regulations, and policies of CDC; and for consideration of revisions of model codes.
3. Work with CDC to promote state and local adoption or revision of model codes and interpretations that CFP has endorsed.

#### C. CDC and CFP agree to:

1. Exchange information relative to Conference actions, its policies and procedures, and matters that arise from conference meetings in a timely manner.
2. Attempt to resolve problems arising from interpretations and policies that involve procedures, recommendations, or other actions of the CFP.

3. Commend local, state, tribal, territorial and federal food safety agencies that have adopted science-based, modern food safety regulations, such as Food Code, and urge others to consider updating their existing regulations to enhance the retail food safety practices in their jurisdictions.

#### IV. NAME AND ADDRESS OF PARTICIPATING ORGANIZATIONS

A. Conference for Food Protection  
c/o Jeff Lineberry, Executive Director  
1302 Silver Spur Circle  
Lincoln, CA 95648

B. Centers for Disease Control and Prevention  
1600 Clifton Road, N.E.  
Atlanta, GA 30333

#### V. LIAISON OFFICERS

Each party shall designate a Liaison Officer to be responsible for facilitating exchanges of information and expeditiously informing other interested parties within each respective organization on matters requiring prompt attention. Each party agrees to provide notification of any changes in Liaison Officer. Such notification shall constitute an amendment to and not require a revision of this Agreement.

#### VI. PERIOD OF AGREEMENT

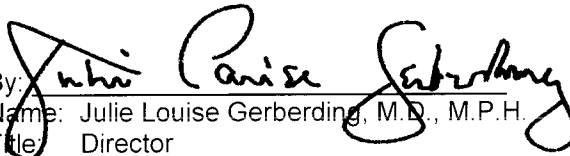
This Agreement will become effective upon acceptance by both parties and shall continue until terminated. The Agreement may be revised by mutual consent or terminated by either party upon a 30-day advanced written notice to the other party.

#### VII. ACCEPTANCE

Approved and accepted for the  
Conference for Food Protection

Approved and accepted for the U.S.  
Department Of Health And Human Services,  
Centers For Disease Control and Prevention

By: \_\_\_\_\_  
Name: Elizabeth Nutt  
Title: Chair

By:   
Name: Julie Louise Gerberding, M.D., M.P.H.  
Title: Director