

MEMORANDUM OF UNDERSTANDING

Between The

CONFERENCE FOR FOOD PROTECTION

And The

FOOD SAFETY AND INSPECTION SERVICE

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 Food Safety and Inspection Service (FSIS) of the U.S. Department of Agriculture (USDA) to: (1) place greater emphasis on food safety at the point of ultimate sale to the consumer of meat, poultry and egg products through retail food sales; and (2) be more successful in promoting food safety, mutual respect, and uniformity. The MOU sets out the working arrangements between CFP and FSIS in their efforts to implement the recommendations adopted at Conference meetings.

II. BACKGROUND

The Constitution and Bylaws of the Conference for Food Protection state that its objective is to promote food safety and consumer protection by:

- ◆ Identifying and addressing problems in the production, processing, packaging, 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; and
- ◆ Promoting uniformity among states, territories, and the District of Columbia. Territories include American Samoa, Guam, Northern Mariana Islands, Puerto Rico, The Trust Territory, and the U.S. Virgin Islands.

◆ Utilizing as the primary channels for dissemination of information:

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

The United States Public Health Service/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 mission of the Food Safety and Inspection Service is to serve as the public health agency in the USDA responsible for ensuring that the nation's supply of meat, poultry, and egg products is safe, wholesome, and correctly labeled and packaged.

III. SUBSTANCE OF AGREEMENT

A. FSIS 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 sales and service of meat, poultry and egg products.
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, that deal with retail sales and service of meat, poultry and egg products.
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. FSIS agrees to make every effort to maintain a current scientific basis for the development of these efforts.
5. Coordinate with FDA federal interagency affairs on matters of concern to the CFP and with other major organizations of state and local officials that have interest in retail food program activities.

B. CFP agrees to:

1. Inform FSIS 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 FSIS with copies of all recommended revisions or changes to the model codes or procedures for review for consistency with existing laws, regulations, and policies of FSIS and for consideration of revisions of model codes.
3. Work with FSIS to promote state and local adoption or revision of model codes and interpretations pertaining to retail sales and service of meat, poultry, and egg products which the CFP has endorsed.
4. Acknowledge FSIS's right and responsibility to make final decisions regarding federal regulations in response to actions or decisions of the CFP involving meat, poultry, and egg products.

C. FSIS and CFP agree to:

1. Exchange information relative to Conference actions, its policies and procedures, and any 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. Promote and encourage state and local adoption of model codes endorsed by the CFP and recognized by FSIS for uniform regulation of retail sales and service of meat, poultry, and egg products.

REFERENCES

The Food Code – 2003
Food Service Sanitation Ordinance and Code – 1976
FDA ORA-University Catalogue of Courses and Training Materials

IV. NAME AND ADDRESS OF PARTICIPATING ORGANIZATIONS

A. Conference for Food Protection
c/o Trevor Hayes, Executive Director
1085 Denio Avenue
Gilroy, CA 95020-9206

B. Food Safety and Inspection Service
1400 Independence Avenue, S.W.
Washington, D.C. 20250-3700

V. LIAISON OFFICERS

The Liaison Officer for each party will 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 appointments. Such notification shall constitute and amendment to and not require a revision of this Agreement.

A. For The Conference for Food Protection:
Trevor Hayes, Executive Director

B. For Food Safety and Inspection Service:
Philip Derfler, Assistant Administrator
Office of Policy, Program, and
Employee Development

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 BY MUTUAL CONSENT OF THE CONFERENCE FOR FOOD PROTECTION AND THE U.S. DEPARTMENT OF AGRICULTURE, FOOD SAFETY AND INSPECTION SERVICE ON APRIL 12, 2006.