

No. 16268

**UNITED STATES OF AMERICA
and
CANADA**

**Memorandum of understanding relating to the monitoring
of food, beverage and sanitary services on common
carriers. Signed at Ottawa on 20 August 1975 and at
Washington on 8 September 1975**

Authentic text: English.

Registered by the United States of America on 27 January 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

**Mémorandum d'accord relatif au contrôle des aliments, des
boissons et des services sanitaires offerts par les entre-
prises de transport en commun. Signé à Ottawa le
20 août 1975 et à Washington le 8 septembre 1975**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 27 janvier 1978.

MEMORANDUM OF UNDERSTANDING¹ BETWEEN THE MEDICAL SERVICES BRANCH, DEPARTMENT OF NATIONAL HEALTH AND WELFARE OF CANADA, AND THE FOOD AND DRUG ADMINISTRATION, DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE OF THE UNITED STATES

The Medical Services Branch of the Department of National Health and Welfare of Canada (herein referred to as “MSB”) and the Food and Drug Administration of the Department of Health, Education, and Welfare of the United States of America (herein referred to as “FDA”) affirm by this document their intention to cooperate in the monitoring of food, beverage, and sanitary services provided on common carriers operating between Canada and the United States.

In order that the travelling public may enjoy more comprehensive consumer protection, and in furtherance of the need for cooperation in public health inspection and classification of sources of water supply used or liable to be used by common carriers and of catering establishments which handle, prepare, store, and transport food and beverage (including ice) to be served on board common carriers operating from and between points in Canada and the United States, it is intended that:

1. Canada and the United States will enforce their respective federal laws covering watering points, servicing areas, and catering operations, so that:

- (a) services supplied in the United States for use by common carriers operating to and within Canada will meet or surpass the requirements of Canadian federal law as enforced by MSB; and
- (b) services supplied in Canada for use by common carriers operating to or within the United States will meet or surpass the requirements of United States federal law as enforced by FDA.

2. There shall be, subject to the requirements of Canadian or United States federal law, as the case may be, a full and free exchange of all relevant information including technical information, instruction manuals, guidelines and training course materials as necessary to enable the Parties, wherever appropriate, to adopt equivalent standards for inspections, classification, notification and reporting.

3. The Parties may arrange for meetings at appropriate intervals between their respective field personnel, technical experts, and management, who will meet for the purpose of reviewing program operations, discussion of program strategy and planning, and general consultation.

4. Whenever inspections of watering points, servicing areas or catering establishments located in the country of one Party are desired by the other Party, the other Party will endeavour to facilitate such inspections.

5. Joint inspections may be conducted, from time to time, in the United States or Canada, if mutually agreed to by the Parties.

6. The format of reports relating to inspection, investigation and sample analysis submitted by either Party to the other shall be similar and comparable.

7. The Parties will provide each other immediately on becoming aware thereof, where permitted by the federal laws of Canada or the United States, as the case may be, information on findings that may constitute a health problem or a

¹ Came into force on 8 September 1975 by signature, in accordance with paragraph 13.

potential health hazard. This will include, subject as aforesaid, full exchange of information concerning food poisoning and food-related incidents and their investigation when related to food service on common carriers operating between Canada and the United States.

8. In furtherance of the general intention of this Memorandum of Understanding, MSB will enforce Canadian federal laws so that, wherever possible, services supplied in Canada by common carriers operating to or within the United States will meet or surpass:

- (a) the requirements of United States regulations relating to the Interstate Travel Sanitation Program;
- (b) the potable water standards and requirements as set forth by the United States Environmental Protection Agency; and
- (c) the requirements applicable to food used by United States caterers under United States federal law.

9. In furtherance of the general intention of this Memorandum of Understanding, FDA will enforce United States federal laws so that, wherever possible, services supplied in the United States by common carriers operating to or within Canada will meet or surpass:

- (a) the requirements of the "Sanitary Code for Common Carriers, Construction Camps, and Eating Establishments under Federal Jurisdiction", issued by the MSB, January 1966, as amended from time to time;
- (b) the potable water standards and requirements as set forth in the Potable Water Regulations for Common Carriers, P.C. 1954-1213, of the Department of National Health and Welfare Act;
- (c) the requirements applicable to food used by Canadian caterers under Canadian federal law.

10. Environmental health personnel of either Party who conduct inspections and submit reports thereon for use by the other Party will be qualified to standards of inspection performance and will employ reporting terms and procedures that meet or surpass the requirements of the other Party.

11. Information obtained pursuant to this Memorandum of Understanding by one Party from the other will be treated as confidential, except where the federal laws of Canada or the United States, as the case may be, otherwise provide.

12. For the purpose of this Memorandum of Understanding:

- (a) The address of MSB and the name and address of its liaison officer shall be:
MSB:

Medical Services Branch
Department of National Health and Welfare
255 Argyle Avenue
Ottawa, Ontario K1A 0L3

Liaison Officer:

Robert A. Sprenger, M.D.
Senior Consultant
Quarantine and Regulatory Medical Services Branch
Department of National Health and Welfare
255 Argyle Avenue
Ottawa, Ontario K1A 0L3

(b) The address of FDA and the name and address of its liaison officer shall be:
FDA:

Food and Drug Administration
Department of Health, Education, and Welfare
5600 Fishers Lane
Rockville, Maryland 20852

Liaison Officer:

Mr. Thomas H. Kingsley
Special Assistant for Special Programs, HFO-105
Office of the Executive Director of Regional Operations
Food and Drug Administration
5600 Fishers Lane
Rockville, Maryland 20852

13. This Memorandum of Understanding will become effective when signed by both Parties and, subject as hereinafter provided, will continue for an indefinite period, but may be

- (a) modified, if the Parties mutually agree, or
- (b) terminated by either Party on the giving of thirty (30) days written advance notice to the other Party.

The Parties have approved and accepted this Memorandum of Understanding as indicated by the signatures of their proper officials in that behalf.

Department of National Health
and Welfare of Canada,

Medical Services Branch:

By: [Signed — Signé]¹
Title: Assistant Deputy Minister,
Medical Services Branch
Date: August 20, 1975

Department of Health,
Education, and Welfare
of the United States of America,
Food and Drug Administration:

By: [Signed — Signé]²
Title: Commissioner of Food and
Drugs
Date: September 8, 1975

¹ Signed by D. B. Dewar — Signé par D. B. Dewar.

² Signed by A. M. Schmidt — Signé par A. M. Schmidt.