

CHILE

Health: Fresh Fruit

*Memorandum of understanding signed at Washington October 27,
1989;
Entered into force October 27, 1989.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE FOOD
AND DRUG ADMINISTRATION DEPARTMENT OF HEALTH AND
HUMAN SERVICES OF THE UNITED STATES OF AMERICA AND
THE AGRICULTURAL AND LIVESTOCK SERVICE MINISTRY OF
AGRICULTURE OF THE REPUBLIC OF CHILE
REGARDING

Cooperation in establishing and implementing emergency procedures to ensure the safety of fresh fruit exported to the United States from the Republic of Chile.

I. *PURPOSE*

The Food and Drug Administration ("FDA") of the Department of Health and Human Services of the United States of America, and the Agricultural and Livestock Service ("SAG"), (hereinafter the Parties), of the Ministry of Agriculture of the Republic of Chile, agree to cooperate to assure that fresh fruit exported from Chile to the United States is safe and wholesome, and is being offered for entry into the United States in accordance with the Federal Food, Drug and Cosmetic Act. Further, the parties have emergency procedures and this document establishes necessary communications to facilitate the resolution of problems.

II. *BACKGROUND*

In consideration of the effects of the 1989 incident with fruit shipped from Chile to the United States, the potential impact on the public health, and the disruption of trade that it caused, the parties recognized the need to establish procedures to minimize the possibility of another such incident. The parties also agreed on the need to develop procedures that will minimize disruption of commerce if another such emergency should occur.

The Republic of Chile has instituted protective measures to avoid contamination or tampering of fresh fruit. The FDA has long maintained emergency procedures for handling situations with regulated products that threaten the health and safety of U.S. consumers. The FDA and the SAG have agreed to formalize their cooperative activities through this memorandum.

III. *RESPONSIBILITIES*

- A. Each Party will provide the other Party with a copy of its procedures for dealing with emergency situations involving fresh fruit that may present problems or concerns of major health significance.

- B. When products subject to the regulatory authority of both parties are determined by either party to present a threat to public health, the finding party should promptly notify the other party by providing, the following information to the extent such information exists:
1. A description of the product sampled;
 2. A description of the sampling procedure;
 3. The name of vessel;
 4. The pallet number;
 5. Any other identifying codes and marks on products sampled;
 6. A description of the methods of analysis and confirmation.
- C. SAG agrees that it will enforce its emergency security regulations in Chile as necessary to assure the safety of fruit exported to the U.S. FDA will promptly notify SAG of any evidence that might warrant invoking those procedures. If that evidence consists of laboratory findings, efforts should be made jointly to verify those findings.
- D. SAG will verify that all the permanent security procedures to protect fresh fruit are being followed in relation to:
- Agrichemical storerooms
 - Packing and selection plants (satellite plants)
 - Fruit processing centers and cold storage houses
 - Seaports and airports
 - Any laboratory used by SAG
- E. The parties agree to consult immediately to maximize the protection of the public health and minimize the impact on commerce and to attempt to identify specific adulterated lots, whenever there is a well-founded suspicion of contamination or tampering.
- F. FDA and SAG will exchange and provide information relative to known or suspected chemical contamination of fruit resulting either from the misuse of chemicals or from intentional tampering. Such information will be made available on request and may include:
1. Methods and procedures for sampling
 2. Methods of analysis
 3. Methods of confirmation
 4. Specifications and tolerances

5. Reference standards
6. Procedures for check analysis
7. Routine inspection procedures
8. Laws and regulations
9. Name of the grower, packer, shipper, and receiver, as appropriate

IV. *LIAISON OFFICERS*

The Parties agree to transmit the information required under this agreement to the liaison officer identified below.

A. For FDA:

Director
Division of Emergency and Epidemiological
Operations, HFC-160
Office of Regional Operations
5600 Fishers Lane
Rockville, MD 20857
Telephone: 301-443-4667
Fax: 443-3757

B. For SAG:

Director of Plant Protection Division
140 Bulnes Ave.
Santiago
Chile
Telephone: 6968500
Fax: 721812

V. *ENTRY INTO FORCE, DURATION, EXTENSION, AMENDMENT, TERMINATION*

This agreement enters into force upon signature by both parties and will remain in force for a period of 10 years. It may be renewed or amended by written consent of the Parties. It may be terminated by either Party upon thirty-day advance written notice to the other Party.

THE FOOD AND DRUG ADMINISTRATION DEPARTMENT OF HEALTH AND HUMAN SERVICES THE UNITED STATES OF AMERICA	THE AGRICULTURAL AND LIVESTOCK SERVICE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF CHILE
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BY: Frank E. Young TITLE: Commissioner FDA DATE: October 27, 1989 PLACE: Washington, D.C.	BY: Octavio Errazuriz TITLE: Ambassador of Chile DATE: October 27th, 1989 PLACE: WASHINGTON, D.C.
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