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362 5th AVENUE, SUITE 801, NEW YORK, NY 10001  
TEL: 212-986-9415 • FAX: 212-697-8658 • www.teaUSA.org

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## LETTER OF AGREEMENT

This serves as a letter of agreement between the Tea Association of the USA (Association) and \_\_\_\_\_ (foreign facility) in connection with the U.S. Food and Drug Administration's (FDA) facility registration rule. This agreement governs the obligations and responsibilities of both parties in this arrangement whereby the Association has agreed to serve as U.S. agent for the foreign facility and/or submit the registration and any necessary updates to FDA on behalf of the foreign facility.

### Responsibilities of the Association

**⑩ Serve as a communications link between FDA and the foreign facility.** The Association will communicate with FDA on behalf of the foreign facility and will also communicate with the foreign facility at the address provided by the foreign facility when so instructed by FDA.

**⑩ Limitation of Association Responsibility and Liability.** Other than overseeing the registration process and providing timely communications services, the Association assumes no additional liability or responsibility for regulatory compliance of the foreign facility.

With regard to regulations set forth by FSMA (Food Safety Modernization Act), any fees incurred via FSMA will be the sole responsibility of the foreign facility.

### Responsibilities of the Foreign Facility

**⑩ Submit registration form to FDA and list the Tea Association as U.S. Agent.** Facility will submit the foreign facility's registration no later than December 12, 2003, for facilities already in existence at that time, and prior to commencement of manufacturing, processing, packing, or holding food for consumption in the United States for facilities established after December 12, 2003. The FDA will immediately provide the facility with its registration number, and notify the Tea Association that it has been listed as Agent.

**10 Update registration information when necessary.** The Facility will provide updated registration information to FDA within 60 calendar days of the occurrence of such change.

**10 Cancel registrations when necessary.** The facility will notify FDA and Tea Association of the cancellation of existing registrations, when necessary.

**10 Sponsorship of Foreign Facility.** The Foreign Facility shall provide letters of reference from two established organizations involved in, or providing services to, the tea industry. One letter should come from within the Facility's home country (e.g., a local tea board or chamber of commerce) and one within the United States (e.g., a firm with whom the facility regularly conducts business).

**10 Provide the Association with all requested information on a timely basis.** The facility will provide the Association with all information necessary to maintain timely communications. This includes the name, telephone, fax, and email address of a primary and secondary contact, each of who can be reached 24 hours per day seven days per week. The facility will be responsible for ensuring the accuracy of all information provided to the FDA. The Association will not be liable for a facility's failure to comply with these registration requirements or a facility's failure to provide accurate information.

**10 Provide all other information on a timely basis.** The foreign facility will provide the Association with any other information requested by FDA or the Association on a timely basis, ensuring the accuracy of the information.

With regard to FSMA, all foreign facilities must inform the Association of any pending FDA facility inspections/ re-inspections and their results.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

TEA ASSOCIATION OF THE USA

By:

[FOREIGN FACILITY]

By: