

**DATED this 1st Day of January 2006**

**Service Contract**

**between**

**THE FOOD SAFETY AUTHORITY OF IRELAND**

**- and -**

**THE NATIONAL STANDARDS AUTHORITY OF IRELAND**

**(REVISION 1-18/01/2008)**

**THIS SERVICE CONTRACT** is made this 1st Day of January 2006 **BETWEEN:**

**THE FOOD SAFETY AUTHORITY OF IRELAND**, established in Ireland pursuant to the Food Safety Authority of Ireland Act, 1998 (hereinafter referred to as the "Authority") having its principal place of business at Abbey Court, Lower Abbey Street, Dublin 1; and **THE NATIONAL STANDARDS AUTHORITY OF IRELAND** having its principal place of business at Glasnevin, Dublin 9 (hereinafter referred to as the "Official Agency").

1. Interpretation

In this Service Contract, unless the context otherwise requires -

“**Act**” means the Food Safety Authority of Ireland Act, 1998 [No. 29 of 1998] as amended;

“**Authority**” means the Food Safety Authority of Ireland;

“**Commencement Date**” means the 1st Day of January 2006;

“**Food Legislation**” means the Food Legislation set out in Schedule 1 of this Service Contract;

“**Year**” means any 12 month period commencing on 1<sup>st</sup> January.

2. The Authority is the Competent Authority responsible for the enforcement of all food legislation. An Official Agency carrying out functions under a Service Contract shall be acting on behalf of and as an agent for the Authority.
3. For the purposes of section 48(5) of the Act, this Service Contract shall be in force for a period from the commencement date to the 31st December 2010. The Service Contract may be reviewed and extended for further periods by agreement.
4. For the purposes of section 11 of the Act, it is agreed that the Official Agency shall carry out in its functional area on behalf of and as an agent for the Authority the determination of compliance with food legislation outlined in Schedule 1.
5. For the purposes of section 48(3) of the Act, and having had regard to the resources available to the Official Agency, the Authority has specified the following matters to the Official Agency and the Official Agency has agreed to those matters -
  - (a) the objectives and targets for the recognition of natural mineral water and sampling/analysis, it wishes the Official Agency to meet, and the timeframe for achieving those targets and objectives, and
  - (b) any other matters which the Authority considers necessary.

The matters referred to in (a) and (b) are set out in Schedule 2 of this Service Contract.

6. The Official Agency has indicated to the Authority that, for the purposes of section 48(4) of the Act, the means by which it proposes to meet the matters specified by the Authority in Schedule 2 of this Service Contract are those set out in Schedule 3 of this Service Contract.
7. Without prejudice to the provisions of food legislation, the activities to be undertaken on behalf of the Authority shall be directed towards bringing about a general acceptance amongst producers, manufacturers and distributors of the principle that, in respect of any food placed on the market, the primary responsibility for the safety and suitability of the food for human consumption is borne by them individually or, as appropriate, collectively and as a consequence, each of the persons mentioned shall take all reasonable steps to ensure, in so far as that person is concerned, the safety and hygienic standard of that food.
8. The Authority and the Official Agency agree to review and amend this contract in the event of changing circumstances.

**Signed on behalf of the Food Safety Authority of Ireland**

\_\_\_\_\_  
**DR JOHN O' BRIEN**  
Chief Executive

\_\_\_\_\_  
**DATE**

**Signed by the National Standards Authority of Ireland**

\_\_\_\_\_  
**MR SIMON KELLY**  
Chief Executive

\_\_\_\_\_  
**DATE**

## SCHEDULE 1 (Revision 1 – 18/01/08)

### List of the Food Legislation contained in the First Schedule to the Act for which the Official Agency has responsibility.

Duties and responsibilities for food safety activities for the Official Agency will derive from the following list of legislation. When new legislation is deemed ‘food legislation’ it may be inserted by the Authority into this Schedule.

A reference to an enactment (including any instruments made thereunder) shall be construed as a reference to that enactment as amended, adapted, extended or replaced by or under any subsequent enactment, including the Food Safety Authority of Ireland, Act 1998.

A reference to a Statutory Instrument shall be construed as a reference to that Instrument as amended, adapted, extended or replaced by any subsequent Statutory Instrument.

<b>FOOD LEGISLATION</b>	<b>Acts and Statutory Instruments</b>
Food Safety Authority of Ireland Act 1998 as amended	<a href="#">Act No.29 of 1998</a> <a href="#">S.I. No.184 of 2000</a> <a href="#">S.I. No.580 of 2002</a> <a href="#">S.I. No.735 of 2003</a> <a href="#">S.I. No.210 of 2004</a> <a href="#">S.I. No.827 of 2005</a> <a href="#">S.I. No.320 of 2006</a> <a href="#">S.I. No.839 of 2007</a>
European Communities (General Food Law) Regulations 2007	<a href="#">S.I. No.747 of 2007</a>
Regulation (EC) No. 882/2004 of the European Parliament and of the Council of 29 April 2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules  Corrigendum to Regulation (EC) No. 882/2004 of the European Parliament and of the Council of 29 April 2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules	<a href="#">Corrigendum to Regulation (EC) No. 882/2004</a>
E.C. (Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers) Regulations 2007	<a href="#">S.I. No. 225 of 2007</a> <a href="#">S.I. No. 686 of 2007</a>

## SCHEDULE 2

### The objectives, targets, timeframe and other matters relating to food inspection which the Authority has specified to the Official Agency

#### 1. General Requirements

##### 1.0 Introduction

The objectives, targets, timeframe and other matters relating to the Service Contract are described in this Schedule. The Official Agency agrees to fulfill all obligations regarding food safety as may be determined by the Authority from time to time.

For consistency, the Official Agency shall adhere to Standard Operating Procedures as agreed between the Official Agency and the Authority.

The Official Agency agrees, generally, to implement the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles and Containers) Regulations 2005 (S.I. No. 79 of 2005) having regard to the above mentioned paragraphs in this clause.

##### 1.1 Legislation

Duties and responsibilities for food safety activities for the Official Agency will derive from the legislation listed in Schedule 1. All staff involved in food control activities shall be provided with access to this legislation.

##### 1.2 Requests for Advice

The Official Agency agrees to respond to the Authority in a timely way to requests for advice and information on the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles and Containers) Regulations 2005 (S.I. No. 79 of 2005).

##### 1.3 Participation on Working Groups

The Official Agency may participate in Food Safety Authority of Ireland working groups, inter-agency working groups and expert working groups to

- produce Guidance Notes and Codes of Practice
- evaluate implications of existing and proposed legislation
- evaluate relevant food safety/scientific information
- produce other outputs as required

Participants will provide a 'Back to Office Report' in accordance with the procedure to be agreed. The Authority and the Official Agency shall ensure that policy developments are effectively communicated.

##### 1.4 Service Plan

The Official Agency shall prepare a Service Plan each year with respect to food control activity. The content and format of the plan will be agreed. The plan is to be submitted to the Authority in the final quarter of the previous year.

##### 1.5 Data collection and reporting

The Official Agency shall collect data and provide quarterly reports to the Authority as detailed in Schedule 4.

**1.6 Continuing Professional Development**

An Annual Training Strategy shall be developed by the Official Agency to include details of Continuing Professional Development to be provided by the Official Agency to all staff listed in Schedule 3. Induction training is to be provided for new staff by the Official Agency as listed in Schedule 3.

**1.7 Complaints regarding the Service Contract provision**

Complaints regarding the services provided under this Service Contract should be notified to the Authority according to an agreed procedure. The Official Agency shall cooperate with the Authority in any investigation regarding these complaints. The Authority shall have access to all records in accordance with the provisions of the Act.

**1.8 Provision of Education / Dissemination of Information**

In respect of the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles and Containers) Regulations 2005 (S.I. No. 79 of 2005), the Official Agency agrees to provide education or disseminate information as appropriate.

**1.9 Rapid Alerts**

The Official Agency shall facilitate the operation of the Rapid Alert System for Feed and Food as required. The management of Rapid Alerts shall be in accordance with agreed protocols.

**1.10 Food Complaints**

The Official Agency agrees to liaise with other Official Agencies, as required, in the follow up of food complaints made under the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles and Containers) Regulations 2005 (S.I. No. 79 of 2005).

**1.11 Missions of the Food and Veterinary Office (FVO)**

The Official Agency shall participate as required in European Commission FVO missions to Ireland. The management of FVO Missions shall be in accordance with agreed protocols.

**1.12 Additional Activities**

The Official Agency will participate as agreed in activities relating to food that may be arranged by the Authority, in collaboration with the Authority or other agencies as appropriate. The Official Agency will undertake tasks as agreed and provide results to an agreed format and timescale.

## **2. Official Food Control Services to be provided**

The Official Agency shall fulfil all obligations regarding food safety as may be agreed from time to time by the Authority and the Official Agency in the context of the legislation outlined in Schedule 1 including:

the determination of compliance with food legislation by means of:

- (i) The recognition of the extraction of natural mineral waters pursuant to Regulation 3 of the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers) Regulations 2005
- (ii) The assessment and sampling of natural mineral waters pursuant to its recognition and exploitation in accordance with Regulation 3 and 4(c) of the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers) Regulations 2005

The Official Agency shall provide official food control services in premises requiring recognition for the extraction of natural mineral water, which will be set out in a list to be maintained by the Authority. Additions to or deletions from the list of premises will be notified to the Authority without delay.

The premises will be those subject to Regulation 3 of the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers) Regulations 2005

Provisions as laid down in Part 5 of the European Communities (Natural Mineral Waters, Spring Waters and Other Waters in Bottles or Containers) Regulations 2005 are applicable in so far as they relate to the enforcement of Regulation 3 and 4(c)

## **3. Monitoring**

### **3.1 Liaison**

The Official Agency shall nominate person(s) to liaise with the Contract Manager in the Food Safety Authority of Ireland.

Liaison meetings shall be held twice a year or more frequently as required by either party.

### **3.2 Access**

The Official Agency carrying out functions under this Service Contract shall be acting on behalf of and as an agent for the Authority. The Authority shall have access as required through the liaison link to the staff referred to in Schedule 3 and to all records, data and sites relevant to food safety duties. Officers of the Official Agency shall have access as required through the liaison link to records relevant to the Official Agency held by the Authority.

### **3.3 Audit Techniques**

The Authority may take such measures, as it considers appropriate to determine compliance by the Official Agency with the requirements of this Service Contract. This will include audit in accordance with Schedule 5 and the Official Agency agrees to cooperate with the Audit Inspections. The Official Agency will provide details of any relevant external audits of their service.

**SCHEDULE 3**

**The Means by which the Official Agency proposes to meet the matters specified in this Service Contract**

The Official Agency will provide staff and all resources required to ensure delivery of service outputs/activity as outlined in Schedule 2.

**1. Staffing Resource**

List of all staff involved for the purposes of this contract:

**Table 1. Staffing Resources**

<b>Titles / Grades</b>	<b>Total Number of Staff engaged in Food Control Activities</b>	<b>Total Number of WTE on Food Control Activities</b>
Director	1	
Manager	1	
Senior Scientific Officer	2	
Admin	1	
<b>TOTAL</b>	<b>5</b>	<b>0.1</b>

## **SCHEDULE 4**

### **Data collection and reporting**

#### **1. General Requirements for data collection and reporting**

The Official Agency shall collect and store information generated from food control activities specified in Schedule 2. The data collected is to be maintained and all records are to be kept up to date

An agreed dataset is to be electronically transferred to the Authority.

The frequency of electronic transfer is to be agreed with the Authority.

#### **2. Resources**

Schedule 3 shall be updated and submitted to the Authority twice a year, on a six monthly basis.

The Official Agency shall maintain a current electronic list of staff involved in the Service Contract. The list shall include names, contact addresses, telephone numbers and email addresses for all officers. This list shall be submitted to the Authority quarterly.

#### **3. Activities undertaken outside of returns outlined at 1**

The Official Agency will record and submit to the Authority annually details of:

- a) Participation on Food Safety Authority of Ireland working groups, interagency working groups and expert working groups and any other similar activity.
- b) Other food safety activities as agreed.

## SCHEDULE 5

### The Means by which the Authority proposes to audit the Service Contract

#### 1. **General Requirements**

The Authority shall carry out audits of this service contract to:

- (a) Meet its legislative requirements with respect to audit as set out in Regulation (EC) No. 882/2004 of the European Parliament and of the Council on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules. The Authority shall also incorporate into its audit processes any additional requirements documented in Commission guidelines published regarding national audit systems.
- (b) Determine compliance with the legislation listed in *Schedule 1*.
- (c) Determine conformance with the other administrative and technical requirements as set out in schedules other than *Schedule 1*.

#### 2. **Definitions**

- (a) Audit:  
A systematic and independent examination to determine whether activities and related results comply with planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve objectives.
- (b) Audit Team:  
One or more auditors conducting an audit supported, if needed, by technical expert.
- (c) Technical Expert:  
A person who provides specific knowledge or expertise to the audit team.

#### 3. **Scheduling**

The Authority shall schedule audits to determine compliance with the requirements of this contract depending on the scope and the nature and extent of the duties and responsibilities of the Official Agency's food safety activities. In drawing up this schedule due consideration shall be given to the extent to which the Official Agency's food control activities have been subjected to any appropriate third-party registration or accreditation audits.

#### 4. **Audit Methodology**

Audits shall be carried out against the current revision of the Authority's documented protocol "The FSAI Audit Scheme".

#### 5. **Liaison**

Liaison for the purpose of audit shall be through a representative(s) nominated by the Official Agency.

**6. Access**

The Official Agency shall allow the Authority's audit team access to those premises, personnel, documents and records applicable to the audit.

**7. Techniques**

The audit scheme shall be in accordance with established practices as set out in ISO 19011: Guidelines for Quality and/or Environmental Management Systems Auditing.