



Memorandum of Understanding  
between the  
Food Standards Agency in Northern Ireland  
(FSA in NI)  
and the  
Food Safety Authority of Ireland (FSAI).

The objective of this Memorandum of Understanding (MoU) is to set out areas of mutual responsibility, shared expertise, and shared interest between the FSA and the FSAI particularly in relation to communications, shellfish official controls, public health nutrition and food information and compositional standards.

Signed: *Andy Cole*

Signed: *Pamela A. Byrne*

Mr Andy Cole  
Director for Northern  
Ireland  
FSA in NI

Dr Pamela A. Byrne  
Chief Executive Officer  
FSAI

Date: *13/11/23*

Date: *13<sup>th</sup> November 2023*

## **1. Introduction**

This Memorandum of Understanding (MoU) sets out the principles for the working relationship between the Food Standards Agency in Northern Ireland (FSA in NI) and the Food Safety Authority of Ireland (FSAI) and principles that FSA in NI and the FSAI will follow during day-to-day working relationships.

This MoU is underpinned by a number of areas of collaboration which set out in more detail operational considerations of how the organisations will work together. This agreement has been drafted to allow these areas identified within it to be amended over time to reflect future trends, needs and external drivers of change.

The principles underpinning this MoU are:

- **Effectiveness:** Ensuring that the health and interests of consumers are protected across the island of Ireland.
- **Mutual respect for obligations:** Ensuring that both FSA in NI and the FSAI can discharge their respective responsibilities with respect to the enforcement of food law as competent authorities.
- **Reciprocity:** Ensuring that arrangements for sharing appropriate and relevant information and resources are fully reciprocal, unless otherwise agreed.
- **Cordiality:** Ensuring that officials of FSA in NI and the FSAI at all levels maintain positive relationships with their counterparts based on shared aims and mutual understanding of the differing political environments within which each body operates.

## **2. Roles and Responsibilities**

### **The Food Standards Agency**

The FSA is a non-ministerial government department in England, Wales and Northern Ireland and has close working relationships with Food Standards Scotland.

The Food Standards Act, 1999 sets out the objective of FSA as the Central Competent Authority for food safety, in conducting its functions to protect public health from risks which may arise in connection with the consumption of food, and otherwise to protect the interests of consumers in relation to food.

FSA in NI is responsible for devolved matters relating to food safety, standards, nutrition, and dietary health in Northern Ireland. Its responsibilities include:

- advising Ministers on food safety and standards issues,
- developing policy and proposing legislation,
- conducting official controls in classified shellfish production areas,

- providing timely and effective responses to food and feed incidents,
- setting standards and auditing district councils' food enforcement activities,
- setting standards and auditing meat hygiene, feeding stuffs, eggs and milk enforcement by the Department of Agriculture, Environment and Rural Affairs (DAERA),
- encouraging food producers and caterers to reduce the levels of saturated fat, salt, and calories in food products and
- giving the public advice on diet and nutrition and food safety issues.

### **The Food Safety Authority of Ireland**

The FSAI is the Central Competent Authority responsible for the enforcement of all food legislation in Ireland and was established in 1999 under the Food Safety Authority of Ireland Act, 1998. The principal function of the FSAI is to take all reasonable steps to ensure that food consumed, produced, distributed, or marketed in the State meets the highest standards of food safety and hygiene reasonably attainable.

The FSAI's vision of safe and trustworthy food is delivered through its mission to protect consumers and raise compliance through partnership, science, and food law enforcement.

This mission is underpinned by four strategic goals:

1. To enforce food law and increase compliance, in collaboration with our regulatory partners, through a world-class food control system
2. To advance food safety and integrity through independent science, expertise, and a strong evidence base
3. To be a leader in the safety and integrity of food through communication, partnership, collaboration, and advocacy
4. To empower our people, strengthen our systems, and develop our culture to achieve organisational excellence and maximise our impact

### **3. Engagement and Liaison**

This MoU sets out an agreed framework for co-operation between FSA in NI and the FSAI. It is not a legally binding agreement or a contract between FSA in NI and the FSAI, nor is it intended to cover every detailed aspect of the relationship between the two organisations. Rather, it is a statement of the principles that will guide working level relations to ensure sufficient communication and co-ordination to enable each to discharge their respective responsibilities efficiently and effectively.

In the context of this MoU and the wider context of food safety and public health protection, FSA in NI and the FSAI agree to establish and maintain a close relationship based on co-operation and consultation.

Both organisations agree to work collaboratively on horizon scanning including sharing outputs, strategy development and sharing forward thinking and planning.

The engagement and liaison structure under the MoU include:

1. Annual meetings of the senior management teams from FSA in NI and the FSAI. This meeting will include the Director of FSA in NI and the Chief Executive of the FSAI. The meetings will be hosted and chaired in rotation by FSA in NI and the FSAI
2. Engagement between the MoU liaison contact point identified by FSA in NI and the FSAI
3. Sub-groups as identified in the MoU
4. Additional meetings on specific topics as agreed
5. Review of operational effectiveness.

On an annual basis the following as a minimum shall be reviewed by FSA in NI and the FSAI. Items 1-7 will be standing items on the agenda for the annual senior management meetings of FSA in NI and the FSAI:

1. Activities in areas of shared responsibility and mutual co-operation
2. Review of practical co-operative measures
3. Review of the content of the MoU
4. Operation and effectiveness of the MoU
5. Contact arrangements
6. Emergency preparedness
7. Amendments to legislation or standards.

Minutes from each meeting shall be prepared, in rotation, and circulated for Agreement within five working days of the meeting, minutes will also identify actions agreed during the meeting and lead person to close out on actions. The meeting minutes shall be adopted at the next meeting convened. Additional meetings covering more specific areas in detail may be arranged if required.

Details of the mechanisms to ensure food and feed<sup>1</sup> safety and standards are shared promptly and efficiently are outlined in the Confidentiality Agreement (Section 5 of this MoU). FSA in NI and the FSAI agree to follow the guidance set out in the agreement to ensure the free flow of relevant information and knowledge between the two organisations.

The FSA in NI and the FSAI agree to assist each other and co-operate in relation to the preparation of any relevant reports or other documentation being drafted in relation to the remit of this MoU.

---

<sup>1</sup> The Authority does not have responsibility for the enforcement of feed legislation however, where an issue in the safety of feed arises which (potentially) impacts food safety and thereby consumer health, the Authority will provide the relevant and appropriate information to resolve the issue.

Both organisations agree to collaborate with one another to ensure a 'no surprises approach' to external communications. Details of the agreement in relation to communications are detailed below.

#### **4. Areas of Collaboration, Shared Interest and Future Actions**

FSA in NI and the FSAI agree to co-operate and work closely in order to promote, encourage and foster the establishment and maintenance of high standards of food safety in the interests of and for the protection of public health, by ensuring that food consumed, distributed, marketed, processed or produced on the island of Ireland meets the highest standards of food safety and hygiene.

FSA in NI and the FSAI welcome opportunities for collaboration. When such opportunities arise, they will work together by sharing information and coordinating resources to ensure the statutory responsibilities of both organisations are fulfilled.

FSA in NI and the FSAI will, where appropriate, engage in relation to issues relating to food safety and authenticity in line with the provisions under the Ireland/Northern Ireland protocol and other relevant agreements. This will include working together where appropriate to ensure:

- Arrangements for food standards, safety, and official controls, particularly in relation to cross border trade arrangements, remain in place.
- risks, opportunities, and unintended consequences relevant to the island of Ireland are highlighted.
- that the substantial impact at ports and potential increase in the incidents of food fraud are militated against
- the role of both organisations is considered, particularly in relation to intelligence sharing systems and Third country audits.
- That the Republic of Ireland and Northern Ireland (NI) continue to have a reputation for world-leading food standards and safety.
- The functionality of MenuCal and efficiency with respect to its maintenance and development
- Continued exchange in matters relating to public health nutrition including but not limited to reformulation and nutrition labelling, including calorie menu labelling.

#### **4.1 Communications**

FSA in NI and the FSAI will collaborate on communications especially where it is necessary to provide clarity and avoid consumer and food industry confusion. They will involve each other in the development of planned announcements, where activity will have a direct impact for the other organisation or consumers in the other

jurisdiction. Both organisations agree to collaborate with one another to ensure a 'no surprise approach' to external communications.

FSA in NI and the FSAI will ensure that the other organisation receives:

- drafts of any planned publications with specific implications for either organisation three days in advance, wherever this is possible; and
- drafts of any announcements including press releases and web stories with specific implications for either body approximately 24 hours before they are released to the media, where practicable or otherwise as soon as possible.

FSA in NI and the FSAI will respect the confidentiality of any documents shared in advance of publication and will not cause the content of those documents to be made public ahead of the planned publication date.

FSA in NI and the FSAI agree to follow the guidance set out in the agreement to ensure the free flow of relevant information and knowledge between the two organisations.

The FSA in NI and the FSAI agree to assist each other and co-operate in relation to the preparation of any relevant reports or other documentation being drafted in relation to the remit of this MoU.

Details of the agreement in relation to communications are detailed below.

#### **4.2 Emergency Preparedness, Incident Handling, Food Safety Alerts, Food Fraud and Food Crime Investigations**

FSA in NI and the FSAI agree to assess on a case-by-case basis, that they have the capability and capacity to handle food and feed<sup>2</sup> incidents and food fraud and food crime investigations. FSA in NI and the FSAI agree that they will work in partnership, co-ordinate resources, as necessary, to ensure a robust response on the island of Ireland and in the UK to all food and feed incidents and food fraud and food crime investigations.

This also applies to emergencies or crisis events with a national or international footprint, the effect of which could harm consumers, attract widespread adverse national or international comment, have significant financial implications for the State, or threaten the international reputation of Ireland as a producer of high-quality safe food (e.g. outbreak resulting in death(s), nuclear/radiological incident) that cannot be handled by routine procedures.

To ensure the Incident Response Protocol is robust, the Agency and the Authority may conduct exercises to test the resilience of the systems of both organisations in

---

<sup>2</sup> See footnote 1 regarding the enforcement of feed legislation.

the event of potential impacts for the island of Ireland. The emphasis of the resilience exercises will be to test the arrangements set out in the protocol to provide assurance that there is effective co-ordination between the two organisations. They will aim to provide assurance that consumer safety on the island of Ireland and across the rest of the UK has not been compromised.

Details of the management of, and communications associated with, food incidents, food safety alerts and food fraud and food crime investigations are contained in a separate protocol to reflect the UK and Ireland wide aspect of this work including the FSA in England and Wales and Food Standards Scotland.

#### **4.3 Cross border shellfish matters in Lough Foyle and Carlingford Lough**

FSA in NI and the FSAI agree to work in partnership and share information in relation to the shellfish classifications and official controls conducted within Lough Foyle and Carlingford Lough<sup>3</sup>.

Where there are any changes proposed to the classifications and official control monitoring programmes in either lough, both organisations agree to consult with the other in advance of implementation, where possible.

Both organisations agree to ensure that the other is notified, at the earliest possible opportunity, of any official control sample result that is out with the classification of the production area or EU regulatory limits. Such exceedances may require investigations, the production area(s) to be closed for harvesting or may affect the classification in either lough.

Both organisations agree to share any intelligence or information that becomes available relating to the illegal movement of stock from either lough during harvesting restriction periods.

Both organisations agree to work collaboratively in reviewing the sanitary surveys of Lough Foyle and Carlingford Lough.

#### **4.4 Public Health Nutrition, Food Information and Compositional Standards**

The FSA in NI and the FSAI will co-operate in relation matters within scope of Public Health Nutrition, Food Information and in relation to Compositional Standards as outlined in this section.

##### **Scope:**

- National initiatives to tackle obesity
- Food Information to consumers and claims
- Food supplements

---

<sup>3</sup> The FSAI has an MoU with the Loughs Agency and will engage with the FSA NI and the Loughs Agency to ensure the protection of consumers' health and interests.

- Food fortification
- Foods for specialist nutritional purposes
- Product specific compositional standards

### **Aims of Collaboration**

FSAI and FSA(NI) will aim to share information, evidence and best practice and cooperate where possible to compliment public health nutrition and food information approaches in both jurisdictions.

### **Mechanisms of Collaboration**

The respective teams will meet twice annually, and the meeting will be hosted and chaired alternately by FSAI and FSA(NI). This may be supplemented by ad-hoc meetings between specialists on specific topics of mutual interest within the scope of this agreement. Terms of reference to be agreed between FSAI and FSA.

### ***Examples of Key Areas of Collaboration***

#### MenuCal

The FSA bought a licence to MenuCal, and they and the FSAI will continue to collaborate to improve the functionality of MenuCal and achieve efficiency with respect to its maintenance and development.

#### Product reformulation

In both the Republic of Ireland and Northern Ireland, the food industry has given commitments to reformulate their products in terms of salt, sugar, calories, and fat. The FSAI and the FSA are responsible for verifying the reformulation practices. Over four years (2021-2025), the Irish Department of Health (DoH) aims to reduce calories, salt, sugar and saturates in the Irish diet. Food companies are being asked to use less of these target nutrients in everyday foods to help people improve their diet and their overall health. A Task Force has been established to implement a Food Reformulation Roadmap developed by DoH in 2021.

Work carried out on reformulation in Northern Ireland aligns with the strategies outlined by Public Health England which has set targets for reformulation.

#### Nutrition labelling

The FSA has developed guidance for FBOs on the principles of voluntary FOP labelling. Work in the Republic of Ireland is focused on developing guidance for consumers on how to use nutrition labelling information to make healthier choices.

## **5. Confidentiality Agreement, Freedom of Information and Data protection**



## **5.1 Confidentiality Agreement**

The FSAI and the FSA in NI understand and acknowledge that they may receive or become aware of Confidential Information of the other Party whether during the performance of this MoU or otherwise.

Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this MoU, each Party must treat the other Party's Confidential Information as confidential and safeguard it accordingly; and not disclose the other Party's Confidential Information to any other person (except their employees, agents, and professional advisers to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this MoU and subject to procuring that such persons are made aware of and must comply with these obligations of confidentiality).

The obligations of confidentiality imposed by this Clause shall not apply to any Confidential Information to the extent that such Confidential Information is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 in Northern Ireland and the Freedom of Information Act (2014) and European Communities (Access to Information on the Environment) Regulations 2007 in Ireland.

The obligations of confidentiality in this Clause shall continue in force notwithstanding termination of this MoU.

The Parties must not use data or information exchanged for purposes other than the purposes set out in this MOU without prior written agreement of the supplying Party.

The obligations in relation to Confidentiality are subject to any government requirements as to transparency which may apply to the Parties from time to time.

## **5.2 Freedom of Information and Communications to the Public**

Each Party will consult with the other Party before making to any third party any disclosures of information falling under this MOU. Legislation applying to these disclosures includes, but is not limited to, the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information in Northern Ireland and the Freedom of Information Act 2014 and European Communities (Access to Information on the Environment) Regulations 2007 in Ireland.

Each Party will seek the other Party's approval before externally publishing any information resulting from the use of exchanged data received from the other Party including the information released under the above-named legislation; such approval

will not be unreasonably withheld. In respect of the release of information identified as Confidential by either Party, the decision of the supplying Party shall be final.

### **5.3 Data protection**

Each party agrees that any personal data processed because of this MOU will be pursuant to the conditions of use and information handling compliant with data protection legislation. This includes, but is not limited to, the Data Protection Act 2018, the Human Rights Act 1998, and the UK GDPR in the Northern Ireland. The General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR) and the Data Protection Act 2018 in Ireland. Both parties acknowledge the need to comply with the seven key principles set out in Article 5 and meet the conditions of the Right of Individuals set out in both the UK GDPR and the GDPR.

If the FSA or FSAI becomes aware of any actual or potential data security incident concerning personal data or confidential information supplied by the other body and/or an incident that could impact the other party it should inform the other body as soon as possible by emailing the FSA Data Protection team at: [informationmanagement@food.gov.uk](mailto:informationmanagement@food.gov.uk) and for FSAI Data Protection Officer at: [dpo@fsai.ie](mailto:dpo@fsai.ie).

## **6. Costs, Review, dispute resolution and duration**

### **6.1 Costs**

Each organisation will be expected to cover minor costs associated with collaborative activities between the two organisations.

Where one organisation incurs significant cost(s) in order to provide either goods or services which benefit the other, the benefitting organisation will contribute to such costs, associated with those goods or services, providing they have been agreed in advance by both parties.

### **6.2 Review and Dispute Resolution**

Both FSA in NI and the FSAI agree to review the MoU at least once a year to ensure that it remains current, robust, and fit for purpose. and reflects emerging trends new legislation, and any other drivers for change.

Where officials are unable to reach agreement on an issue, the following dispute resolution process will be followed:

a. In the first instance, officials will raise the issue with the relevant head of department/director of the functional area for resolution.

b. Should it not be possible to resolve an issue at head of department/director of functional area level, the dispute will be raised for discussion / agreement between the Agency's Director and the FSAI's Chief Executive.

### **6.3 Duration**

It is agreed that this MoU will remain in force for a period of five years from the date of signature, with the operational effectiveness being reviewed on an annual basis.

In the achievement of the objectives of this MoU, FSA in NI and the FSAI will work within the resources available to each party.

