

DATED this 14th Day of December 2019

A Service Contract between

**THE FOOD SAFETY AUTHORITY OF IRELAND (Údarás Sábháilteachta
Biana hÉireann)**

- and -

**THE SEA FISHERIES PROTECTION AUTHORITY (An tÚdaras um Chosaint
Iascaigh Mhara)**

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SERVICE CONTRACT

Agreed under Section 48 of
the Food Safety Authority of Ireland Act, 1998

This **SERVICE CONTRACT** is made on the 14 Day of December 2019
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 The Exchange, George's Dock, IFSC, D01 P2V6, Dublin 1.; and

THE SEA FISHERIES PROTECTION AUTHORITY, having its principal place of business at Park Road, Clogheen, Clonakilty, P85 TX47, Co. Cork (hereinafter referred to as the "Official Agency").

I. 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 date on which the clauses contained within this Service Contract become operational (14th Day of December 2019) unless a different date is specified by way of exception to apply to a specific, identified clause;

"**Food Legislation**" means the Food Legislation defined in Schedule 1 of this Service Contract;

"**Official Agency**" means the Sea-Fisheries Protection Authority;

"**OAPI**" means the 'Official Agency Premises Inspection' database, any development or version of the database or any successor system or database;

"**Service Contract**" has the meaning assigned to it by section 48 of the Food Safety Authority of Ireland Act, 1998;

"**SFMJ Act**" means the Sea-Fisheries and Maritime Jurisdiction Act 2006

II. Delegation of Competence

The Authority is the Central 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 and as a Competent Authority.

In order to ensure the safety of food, and to consider all aspects of the food production chain, from and including primary production up to and including sale or supply of food to the consumer, the Authority will delegate the requisite powers, duties and responsibilities to the Official Agency commensurate with its role as a Competent Authority as defined within the terms of this Service Contract.

III. Period of Validity

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 2024** or such later date as the Authority and the Official Agency may agree.

Notwithstanding this general commencement date, this Service Contract may be subject to review, modification or amendment by either party, and may be extended or curtailed by agreement.

IV. Scope

For the purposes of Section 11 of the Act and Section 43 of the SFMJ 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 following:-

- (a) the determination of compliance with food legislation by means of:-
 - (i) the inspection, approval, licensing and/or registration of premises and equipment, including premises or equipment used in connection with the manufacture, processing, disposal, transport and storage of food;
 - (ii) the inspection, sampling and analysis of food, including food ingredients;
- (b) the provision of food safety and food hygiene information to producers, manufacturers and distributors.

V. Functions

It is agreed that for the purposes of Regulation (EU) 2017/625 the Official Agency shall carry out in its functional area, on behalf of and as an agent for the Authority, the following activities:-

- (a) examination of the controls that operators have put in place and of the results obtained;
- (b) an inspection of:
 - (i) equipment, means of transport, premises and other places under their control and their surroundings;
 - (ii) animals and goods, including semi-finished goods, raw materials, ingredients, processing aids and other products used for the preparation and production of goods or for feeding or treating animals;

- (iii) cleaning and maintenance products and processes;
 - (iv) traceability, labelling, presentation, advertising and relevant packaging materials including materials intended to come into contact with food;
- (c) controls on the hygiene conditions in the operators' premises;
- (d) an assessment of procedures on good manufacturing practices, good hygiene practices, good farming practices, and of procedures based on the principles of hazard analysis critical control points (HACCP);
- (e) an examination of documents, traceability records and other records which may be relevant to the assessment of compliance with the rules referred to in Article 1(2), including, where appropriate, documents accompanying food, feed and any substance or material entering or leaving an establishment;
- (f) interviews with operators and with their staff;
- (g) the verification of measurements taken by the operator and other test results;
- (h) sampling, analysis, diagnosis and tests;
- (i) audits of operators;
- (j) any other activity required to identify cases of non-compliance.

VI. Cross Agency Investigations

The Official Agency will engage in inter-agency activities, insofar as such activities are allowed for in law and are compatible with the strategic objectives and operational plans of the Official Agency. These activities include, but are not limited to:

- (a) Sharing of information on food businesses.
- (b) Provision of reasonable assistance as appropriate.

- (c) Participation in cross-agency meetings.
- (d) Inter-agency training.
- (e) Multi-disciplinary working.

VII. Objectives and Targets

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 stipulated the following matters to the Official Agency and the Official Agency has agreed to those matters:-

- (a) the agreed objectives and targets for food inspection the Authority 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.

VIII. Resources.

The Official Agency has stipulated 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.

IX. Delegation of Tasks

In accordance and compliance with the provisions of Chapter III of Regulation (EU) 2017/625 the Official Agency may delegate a task or function to a third party subject to the agreement of the Authority.

X. Intent

Without prejudice to the provisions of food legislation, the activities and food inspections 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.

IN WITNESS WHEREOF the Authority and the Official Agency have caused their respective Seals to be affixed hereto on the date first above written.

PRESENT when the Official Seal of

THE FOOD SAFETY AUTHORITY OF IRELAND

was affixed hereto by

Dr. Pamela Byrne, Chief Executive Officer



PRESENT when the Official Seal of

THE SEA FISHERIES PROTECTION AUTHORITY

was affixed hereto by



Dr. Susan Steele, Authority Chair

SCHEDULE 1 – Food Legislation

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 'food legislation' (as defined by Section 2(1) of the Food Safety Authority of Ireland Act, 1998) insofar as 'food legislation,' identified as such by legal instrument, is compatible with the requirements of the SFMJ Act, and specifically, Section 43 of the SFMJ Act. Nothing in this definition will preclude the Official Agency from requiring the Authority to specify particular legislation in Schedule 1 when it is considered operationally or legally prudent to do so.

In this context, both the Authority and the Official Agency accept that any actual increase in workload for the Official Agency attributable to the introduction or amendment of food legislation will require the provision of additional resources.

A reference to an enactment (including any instruments made hereunder) 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.

SCHEDULE 2

Objectives, targets timeframes and other matters

The objectives, targets, timeframe and other matters relating to food inspection and analysis which the Authority has agreed with the Official Agency

1 General requirements

1.1 Introduction

The Official Agency will fulfil all obligations regarding food safety as agreed with the Authority from time to time.

The Official Agency shall work in partnership with the Authority and its other Official Agencies to enhance consumer protection and ensure a seamless system of official controls.

The Official Agency and the Authority agree to work co-operatively and collaborate to ensure there is efficient and effective coordination between all competent authorities involved in carrying out official controls in Ireland, and also to ensure that, as far as is practicable, there is consistency and effectiveness of official controls (or other official activities).

The Official Agency will engage in inter-agency activities, insofar as such activities are allowed for in law and are compatible with the strategic objectives and operational plans of the Official Agency. These activities include, but are not limited to:

- (i) Sharing of information on food businesses.
- (ii) Provision of reasonable assistance as appropriate.
- (iii) Participation in cross-agency meetings.
- (iv) Inter-agency training.
- (v) Multi-disciplinary working.

1.2 Competence and Scope

The area competence of the Official Agency will be defined by reference to the SFMJ Act.

Within this area of competence, the Official Agency shall ensure that official controls are carried out regularly, on a risk basis and with appropriate frequency, so as to achieve the objectives of this Service Contract, section 11 of the Act and Section 43(1) of the SFMJ Act.

Official controls should take account of:

- (i) Identified risks associated with food, food businesses, the use of food or any process, material, substance, activity or operation that may influence food safety.
- (ii) Food business operators' past record as regards compliance with food law.
- (iii) The reliability of any own checks that have already been carried out.
- (iv) Any information that might indicate non-compliance.

Official controls shall be carried out, as appropriate, at any of the stages of production, processing and distribution of food and of animals and animal products. They shall include controls on food businesses, on the use of food, on the storage of food, on any process, material, substance, activity or operation including transport applied to food and on live animals, required to achieve the objectives of this Service Contract.

Where, during the course of official controls, the Official Agency identifies violations which may indicate fraudulent/deceptive practices in so far as they relate to food legislation, these will be notified to the Authority at the earliest opportunity. The additional activities agreed under Clause 1.29 may include proactive official controls in this regard.

The Official Agency shall have due regard to recognised guidance

notes, Codes of Practice, Standard Operating Procedures or accreditation systems as may be agreed between the Official Agency and the Authority from time to time.

The Official Agency must ensure that official control activities are carried out to a high level of transparency. Relevant information held by the Official Agency must be made available as soon as possible. Information must be made available on the control activities of the Official Agency and their effectiveness.

In accordance and as required by Regulation (EU) 2017/625, the Official Agency shall perform official controls with a high level of transparency and shall, at least once a year, make available to the public relevant information concerning the organisation and the performance of those official controls.

1.3 Legislation.

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

1.4 National Control Plan for Ireland (NCP).

The Official Agency shall have regard to the importance of achieving the aims of the Multi-Annual National Control Plan (MANCP) for Ireland. The Official Agency shall contribute to the preparation of the MANCP for Ireland.

1.5 Participation on Working Groups.

The Official Agency shall participate as agreed in working groups, interagency working groups and expert working groups to:

- (i) Produce and keep under review the MANCP for Ireland.
- (ii) Produce Guidance Notes, Codes of Practice and Guides to Good Hygiene Practice.

- (iii) Evaluate the implications of existing and proposed legislation.
- (iv) Evaluate relevant food safety/scientific information.
- (v) Produce other outputs as agreed.

1.6 Annual Control Plan.

The Official Agency shall prepare an Annual Control Plan each year. The content and format of the plan will be agreed between the Authority and the Official Agency. The Annual Control Plan will include details and a schedule of the proposed internal audits the Official Agency intends to carry out in the year in question.

Generally, unless circumstances otherwise dictate, the Annual Control Plan will be submitted to the Authority in the last quarter of the year preceding the year to which it applies. It will, in any event, be submitted no later than the end of the first quarter of the calendar year to which it relates.

1.7 Data collection, reporting and information systems.

The Authority and the Official Agency agree that the following general requirements apply to data collection and reporting:

- (i) The Official Agency will collect agreed data and store it on the "Official Agency Premises Information" (OAPI) system or any successor system.
- (ii) The Official Agency and the Authority agree that data stored on the OAPI system falls within the scope of Section 16 of the Act and will be treated as such.
- (iii) Where agreed, the Official Agency will validate all data.
- (iv) The Authority will be responsible for fulfilling all requests for reports submitted in respect of the data supplied by the Official Agency within timeframes agreed by both parties
- (v) The Authority agrees to take responsibility for the management

of service delivery contracts associated with the IT infrastructure which hosts the OAPI system.

- (vi) The Authority will be responsible for ensuring the relevant data protection provisions are complied with in relation to OAPI.
- (vii) The Authority and the Official Agency agree to enter into a “Data Sharing Agreement” (DSA) to further elaborate the detail of the data collection and reporting arrangements that will apply between both.

The DSA will include performance measures relating to data submission and the provision of reports based on data supplied by the Official Agency.

The DSA will be specific in relation to data ownership, storage, processing and use.

Both the Authority and the Official Agency acknowledge each other’s respective responsibilities under Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”).

Specifically, the Authority and the Official Agency agree to share with each other their respective policies on the retention of personal data; data use; data sharing; and, data reporting.

1.8 Information systems maintenance.

The Authority will set up a Management Group for the OAPI System, the Official Agency agrees to participate in this Group.

The primary role of this Management Group will be to maintain, enhance, upgrade and develop the OAPI software, as necessary, to

meet the agreed needs of the system's users' groups.

The Authority agrees to be accountable to the Management Group for the performance of the OAPI System and to meet such performance targets as regards availability, functionality and accessibility as the Management Group may agree from time to time.

Subject to the OAPI System meeting the minimum agreed performance targets mentioned in the preceding paragraph, the Official Agency agrees to deploy and use the OAPI System in a manner that it is consistent with their operational requirements.

The Management Group will decide its own arrangements for chairing meetings and co-ordinating activities and ongoing work.

The Management Group will meet at least three times per year or more often if it deems it necessary. Meetings may be physical or via teleconference by agreement of the group. The Management Group may convene as part of the Service Contract Liaison process.

The Management Group will, through consensus as far as possible, agree and prioritise a list of enhancements, developments and upgrades for the OAPI system. This list will be reviewed at each meeting of the Management Group.

The Official Agency will specify in writing any improvements, changes, amendments or enhancements required to the OAPI System. Any written specification will contain a description of the functionality required and will include an assessment as to the criticality of functionality to the ongoing operations of the Official Agency.

The Authority agrees that on receipt of such a written specification a written response will be provided.

Where the Authority is unable to fulfil the requirements described in

any written specification submitted in accordance with this clause then it will provide written reasons.

The Official Agency reserves the right to make alternative arrangements for data collection, processing, analysis and submission, should the Management Group agree that the OAPI system does not provide the agreed level of functionality and performance to deliver upon the business needs of the Official Agency and the Authority.

The Authority agrees to provide at least 5 working days' notice of any planned maintenance and as much notice as is practical for any emergency maintenance.

1.9 Food Incident Management, Contingency Planning and Out of Hours Emergency/On Call Services.

The Official Agency, in conjunction with the Authority, will develop contingency plans at central and regional level for dealing with crises, large scale food safety incidents and outbreaks of food related disease.

As part of these contingency plans, the Official Agency shall provide the Authority with a single central contact point for emergency and out of hours contact for emergency and crisis situations.

The Official Agency will facilitate training of personnel in the operation and exercise of the contingency plans. Periodic review of the plans shall take place in conjunction with the Authority.

1.10 Rapid Alert System for Food and Feed.

The Official Agency will facilitate and participate in the operation of the EU Rapid Alert System for Food and Feed as required.

1.11 Zoonoses.

Where participation is facilitated, the Official Agency shall provide staff to attend Regional Zoonoses Committee meetings.

The Official Agency will, in conjunction with the Authority and other Official Agencies, fulfil relevant obligations arising under the zoonoses legislation.

1.12 Investigation of Outbreaks.

Provisions will be made by the Official Agency to deal effectively with food borne outbreaks in accordance with agreed protocols. Staff will assist Outbreak Control Teams as required.

1.13 Complaints Regarding the Implementation of the Service Contract.

Without prejudice to Section 49 of the SFMJ Act, the Official Agency shall provide information to the Authority on complaints regarding the conduct of official controls provided under this Service Contract within 5 working days of the complaint being made.

Complaints will be managed in accordance with an agreed procedure, and in a manner consistent with "The Ombudsman's Guide to Standards of Best Practice for Public Servants." The Official Agency shall co-operate with the Authority in any investigation regarding these complaints.

1.14 Enforcement Policy.

The Official Agency and the Authority agree to exchange enforcement policies and to consult with the other party where there are proposals to amend or change either of their enforcement policies.

1.15 Designated Officers.

The Official Agency will nominate officers for designation by the Board of the Authority to carry out the consultation function outlined in Sections 52, 53 and 54 of the Act.

1.16 Continuing Professional Development.

Appropriate training must be provided for staff performing official controls to ensure competent and consistent implementation in accordance with Title II, Chapter I, Art 5.4 of Regulation (EU) 2017/625. All staff performing official controls must be kept up to date in their area of competence and be provided with additional regular training as necessary.

A training strategy will be developed by the Official Agency to include details of Continuing Professional Development to be provided to all staff listed in Schedule 3. Induction training is to be provided for all new staff by the Official Agency.

1.17 Audits of the European Commission (Directorate F - Health and Food Audits and Analysis).

The Official Agency will participate as required in the preparation and conduct of audits to Ireland conducted by the European Commission (Directorate F - Health and Food Audits and Analysis, also known as 'SANTE F') and any follow-up actions associated with a report issued in respect of any such mission.

1.18 Official Control Procedures.

The Official Agency must carry out official controls in accordance with documented procedures. These procedures must provide information and instructions for staff performing official controls.

The Official Agency agrees to provide updates to the Authority in respect of any developments, changes or initiatives relevant to quality management.

1.19 Internal Audit

The Official Agency will maintain an Internal Audit function to ensure official control activities achieve the objectives set out in relevant statutory requirements. The Official Agency shall take appropriate

measures in light of audit findings and make all relevant documentation available for external audit by relevant authorities.

The Official Agency shall provide the Authority with its annual audit programme, audit reports, corrective action plans and other any other documentation related to its internal audit function that falls within the remit of this contract.

1.20 Boundaries of the service.

The Official Agency contracts for provision of services within its administrative area and within its competence, as defined by the SFMJ Act. Where requested and agreed, assistance may be provided to another Official Agency.

The Official Agency will ensure such arrangements are in accordance with statutory requirements and best practice.

1.21 EU Co-ordinated Control Plans.

The Official Agency shall carry out activities in accordance with the E.U. Co-ordinated Control Plans (under Regulation (EC) No 882/2004) as agreed with the Authority.

1.22 Inspection Reports.

A report of the outcome of each inspection of a food premises shall be issued to the relevant food business operator within 21 days of the inspection being carried out.

1.23 Administrative assistance and co-operation.

The Official Agency shall record any assistance provided to or from other Member States under Title IV of Regulation (EU) 2017/625 and include such activity in its Section 48(8) report to the Authority.

Requests for assistance made or received by the Official Agency under Article 106 of Regulation (EU) 2017/625, where a risk to human

health or a serious infringement of food law is identified, shall be notified to the Authority within 24 hours of them being made.

1.24 Food Safety Information.

The Official Agency shall provide information to fish and fishery products sector on food legislation and relevant matters within its remit, through the Consultative Committee established under section 48 of the SFMJ Act or by any other means it considers appropriate.

1.25 Guides to Good Practice.

In accordance with the Authority's Guidance Note Number 23 (Development and Assessment of Recognised National Voluntary Guides to Good Hygiene Practice and the Application of HACCP Principles) the Authority and the Official Agency shall implement an agreed policy to encourage and facilitate the development of Guides to Good Practice on Hygiene and HACCP principles by the fish and fishery products industry.

1.26 Molluscan Shellfish Safety Committee (MSSC).

The Official Agency will participate in the MSSC, and the associated Management Cell.

1.27 Border Inspection Posts

The Official Agency will provide technical support, on request, to the Competent Authorities responsible for Border Inspection Posts (or Border Control Posts when such facilities are established or designated), where those requests relate to consignments or batches of fish or fishery products being imported into the European Union.

The Authority acknowledges the defined and limited scope of the Official Agency's involvement and responsibility in respect of Border Inspection Posts and Border Control Posts and commits to amending other Service Contracts and documents to provide certainty as regards this scope.

1.28 Finfish Aquaculture Sites

The Official Agency will carry out official controls on finfish aquaculture sites relevant in the follow up of non-conformances in relation to residues of veterinary medicines.

The official controls on the administration of veterinary medicines and the residues of veterinary medicines on finfish aquaculture sites are a matter for the Department of Agriculture Food and the Marine (DAFM).

Where DAFM identify actual or potential non-compliances with the relevant legislation, the Official Agency will decide what follow-up and/or enforcement action is necessary and will be responsible for carrying out, or having carried out on its behalf, any such follow-up or enforcement actions. This may include additional official controls.

The Authority agrees to facilitate the arrangements between the Official Agency and DAFM by ensuring that any service contract agreed with DAFM contains a requirement reciprocal to this requirement. (See also para 3.4)

1.29 Additional Activities.

The Official Agency will participate in activities relating to food safety 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 Controls on Fish and Fishery products

2.1 Introduction.

The Official Agency will maintain specified and dedicated resources for the enforcement of Food Legislation, including providing a central Food Safety Liaison Unit.

2.2 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 food legislation described in Schedule 1.

This includes fulfilling all obligations regarding food safety in the context of the food legislation described in Schedule 1 for primary producers.

The determination of compliance with food legislation will be by means of:

- (i) The inspection, approval, and registration of establishments and equipment, including premises or equipment used in connection with the manufacture, processing, disposal, transport and storage of food.
- (ii) The inspection, sampling and analysis of food, including food ingredients.
- (iii) Ensure technical support on imports of fish and fishery products is provided to Veterinary Officers at Border Inspection Posts when required.
- (iv) Health Certification of fish and fishery products intended and identified for export outside the EU
- (v) Labelling checks should where possible take place as part of the control activities carried out by the Official Agency.
- (vi) The verification of compliance with potable water requirements.
- (vii) The provision of food safety and food hygiene information to producers, manufacturers and distributors.

- (viii) The management and supervision, in accordance with agreed protocols or Codes of Practice, of:
- a. Molluscan production and relaying areas, including compliance with the Codes of Practice on Monitoring of Marine Biotoxins in Bivalve Molluscs, and, Microbiological Monitoring of Bivalve Mollusc Production Areas, Purification plants and dispatch centres.
 - b. Fishing vessels.
 - c. Auction centres
 - d. Processing establishments.
 - e. Ice Plants.
 - f. Storage
 - g. Transport.
 - h. Third Country Imports and Border Inspection Posts.

Notwithstanding the obligations outlined in this section, the Official Agency and the Authority acknowledge the availability of statutory powers under the Food Safety Authority of Ireland Act which permit the Authority to carry out inspections, visits and other official controls in establishments subject to supervision by the Official Agency.

However, it is accepted that such visits will generally be conducted in the company of an officer from the Official Agency. If this is not possible, because of the exigency of the circumstances, then as much notice as is practical will be provided to the Official Agency. Furthermore, the Authority will provide written details of the reasons for their visit and the findings at the earliest possible opportunity to the Official Agency so as to allow them to fully and effectively discharge their role under this service contract.

3 Service Outputs/Activity.

3.1 Advice.

The Official Agency will provide advice to the Authority on:

- (i) Risk management measures necessary to ensure the safety of fish and fishery products.
- (ii) The marine environment and its actual or potential impact on food safety.

Advice may be given proactively or following a request from the Authority.

3.2 Premises' Frequency of Inspection.

The frequency of inspection for establishments mentioned in Clause 2.2 of this Schedule of the contract will be as agreed in the relevant operational procedures between the Authority and the Official Agency.

Where operational procedures relating to the abovementioned services have not been developed, both the Official Agency and the Authority will co-operate to develop and publish them in a manner that will allow them to be incorporated in to the Quality Management System of the Official Agency.

3.3 Molluscan Production Areas.

The Official Agency will ensure that 90% of verification samples of shellfish and water, meeting the specifications and requirements set out in the Code of Practice for the Irish Shellfish Monitoring Programme (Biotoxins) and taken by the Official Agency as part of the National Marine Biotoxin Programme, arrive at the analysing laboratory within 24 hours of sampling.

The Official Agency will co-operate with the Authority and the Marine Institute in the operation of a programme to monitor the microbiological contamination of live bivalve molluscs. This will include

the ongoing development and implementation of Codes of Practice on monitoring, sampling and management of shellfish under this programme.

As part of this programme, the Official Agency will ensure that

1. 90% of samples taken for the purposes of microbiological monitoring and classification arrive at the examining laboratory within 24 hours of sampling
2. 90% of the target number of classification monitoring samples are taken each year.

The Official Agency will follow up all instances of missing, rejected or otherwise non-conforming samples taken for either biotoxin or microbiological purposes and implement corrective action. Details of all such samples shall be provided to the Authority and the MSSC.

The Official Agency will classify shellfish production areas according to the Code of Practice on Microbiological Monitoring of Bivalve Mollusc Production Areas

The Official Agency will participate in all MSSC meetings, and the associated Management Cell.

The Official Agency will respond to all Management Cell requests within 24 hours.

3.4 Official Control of Certain Substances and Residues thereof.

The Authority acknowledges that programmed, pre-planned surveillance and official controls in relation to finfish aquaculture sites are the responsibility of the Department of Agriculture, Food and the Marine.

The Authority further acknowledges, however, that the Official Agency retains responsibility for responding to non-conformances detected as part of the National Residues Control Plan (NRCP), where those non-conformances relate to fish or fishery products.

The Official Agency will respond within 3 working days to all reports provided by the Marine Institute of non-conformances detected as part of the National Residues Control Plan (NRCP) insofar as it applies to fish and fishery products.

Reports on the progress of such investigations will be submitted to the Authority.

4 Monitoring

4.1 Liaison.

The Official Agency shall nominate a person, or persons, to liaise with the nominated Enforcement Policy Manager and/or nominated Enforcement Policy Executive in the Authority.

The following liaison meetings shall be held:

- (i) Four Official Agency liaison meetings, one per quarter in each calendar year.
- (ii) One annual food safety regional meeting/workshop for all Sea-Fishery Protection Officers held at a number of agreed venues around the country.
- (iii) Two Trilateral liaison meetings, in conjunction with the Marine Institute, in the first and second half of each calendar year.
- (iv) Additional meetings will be held as required by either party.
- (v) Cross Agency meetings as arranged by the Authority to which the Official Agency will send representatives.

Prior to each scheduled meeting of the MSSC, the Official Agency agrees to meet with the Authority and the Marine Institute on a

trilateral basis, with a view to discussing and achieving consensus on key issues.

The Official Agency and the Authority agree to explore models and processes of 'enhanced' liaison beyond those described within this section. This may include the exchange or placement of staff within each other's organisation for the purposes of promoting more efficient delivery of official controls on an ongoing or basis, or to facilitate the delivery of one or more projects. Where such models of 'enhanced' liaison are implemented they will be subject to an agreement separate to this Service Contract.

4.2 Access.

The Authority shall have appropriate access as required, through the liaison arrangements in place at that time, to the staff referred to in Schedule 3.

The Authority shall have, under Section 16 of the Act, access to all records, data and sites relevant to official controls delivered under this Service Contract, unless to allow such access would be to breach a specified statutory provision.

Officers of the Official Agency shall have access as required through the liaison arrangements in place at that time, to records relevant to the Official Agency, and/or any official controls it might be required to provide under this Service Contract, held by the Authority.

4.3 Audit Techniques.

The Authority may take such measures, as it considers appropriate to determine compliance by the Official Agency with the requirements of this contract. This will include audit in accordance with Schedule 5 and the Official Agency agrees to cooperate with the Authority's audit activities.

The Authority and the Official Agency will agree corrective action plans

following audits carried out by the Authority. The Service Contract liaison process shall be used to monitor progress on corrective actions to ensure all findings are closed out in a timely fashion.

The Official Agency will provide details of any external audits of its service covered by the Service Contract.

SCHEDULE 3

Resources

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

The Official Agency, as a competent authority, performing official controls shall meet a number of operational criteria. They shall have a sufficient number of suitably qualified and experienced staff and possess adequate facilities and equipment to carry out their duties properly.

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

Staffing Resources

At each Service Contract Liaison Meeting, the Official Agency shall provide an indication of all staff involved for the purposes of this Service Contract.

SCHEDULE 4

Audit of the Service Contract

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

1. Legal Basis

Audits by the Authority of Official Agency activities shall be carried out under the provisions of Section 48 (9) of the Act.

2. General Requirements

The Authority's audits will verify conformance by the Official Agency with the Service Contract and the relevant requirements of the National Control Plan for Ireland. This will include verification of compliance with relevant food legislation. Audits will be conducted in accordance with the Authority's Audit Charter and documented procedures.

3. Programming

The Authority shall provide details of the audits it intends to carry out on the Official Agency's activities through the circulation of its audit programmes. As part of its planning process the Authority will take due regard of internal audits planned or carried out by the Official Agency as detailed in Clause 1.18 of Schedule 2 of the contract.

The Authority's audit programmes shall be circulated at a minimum of every 12 months.

4. Liaison

Liaison for audit activities shall be through a representative(s) nominated by the Official Agency. Liaison may be for the purpose of audit scheduling or audit planning.

5. Access

The Authority's audit team shall have access to Official Agency premises, personnel, documents records or other information relevant to the audit. The Official Agency shall also facilitate access by the Authority's audit team to premises, personnel, documents, records or other information relevant to the food business operations applicable to the audit.

6. Corrective Action

Where audit findings indicate deficiencies in the controls, a corrective action plan will be developed by the Official Agency in liaison with the Authority.

The Authority will monitor implementation of the plan to ensure corrective action is adequate, appropriate and implemented in a timely manner.

The Authority may, if it is deemed appropriate, verify closeout of findings through a supplementary audit.