



## Memorandum of Understanding

between

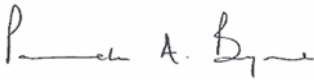
**Food Safety Authority of Ireland**

and

***safefood* – the Food Safety Promotion Board**

The objective of this Memorandum of Understanding (MoU) is to set out areas of mutual responsibility, shared expertise and shared interest between the Food Safety Authority of Ireland (FSAI) and ***safefood*** and an agreed framework for co-operation.

The FSAI and ***safefood*** hereby consent to concluding this MoU by means of e-signature.

Signature: 

**Date:** 25 November 2020  
**Dr Pamela Byrne**  
**Chief Executive Officer**  
**FSAI**

Signature: 

**Date:** 26 November 2020  
**Ray Dolan**  
**Chief Executive Officer**  
***safefood***

## 1.0 Introduction

- 1.1 This MOU sets out an agreed framework for co-operation between the Executive of the Food Safety Authority of Ireland (FSAI) and **safefood** - the Food Safety Promotion Board<sup>1</sup>. It is not a legally binding agreement or a contract between the FSAI and *safefood*, 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 relations between the FSAI and *safefood* to ensure sufficient communication and co-ordination to enable each to discharge their respective responsibilities efficiently and effectively.
- 1.2 The MOU cannot override the statutory duties and powers of either organisation.
- 1.3 The FSAI Chief Executive and the Chief Executive of **safefood** jointly affirm their commitment, in the interests of food safety and consumer protection, to develop effective working relations, so as to ensure that the best possible service is delivered to their respective stakeholders. Officials in both organisations shall maintain regular contact (both formal and informal) in order to discuss business of mutual interest. It is recognised that good communication will be essential to effective and efficient working within and between both organisations.

## 2.0 Roles and Responsibilities

### 2.1 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 protect consumers and raise compliance through partnership, compliance and food law enforcement.

The FSAI has national responsibility for the enforcement of all food safety legislation in the Republic of Ireland.

The FSAI is responsible for -

- Putting consumer interests first and foremost
- Providing advice to Ministers, regulators, the food industry and consumers on food safety issues
- Ensuring the coordinated and seamless delivery of food safety services to an agreed high standard by the various state agencies involved
- Ensuring that food complies with legal requirements, or where appropriate, with recognised codes of good practice
- Working with the food industry to gain their commitment in the production of safe food
- Setting food standards based on sound science and risk assessment

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<sup>1</sup> Hereafter referred to as *safefood*

- Risk management in association with frontline agencies and the food sector, and communicating risks to consumers, public health professionals and the food industry.

## 2.2 **safefood**

**safefood** is an all-island implementation body and its functions are prescribed in the North/South Co-operation (Implementation Bodies) (Northern Ireland) Order 1999 and the British-Irish agreement Act 1999.

**safefood**'s remit is:

- Promotion of food safety, including the provision of advice on nutritional matters
- Research into food safety
- Food alert communication
- Surveillance of foodborne diseases
- Promotion of scientific co-operation and linkages between laboratories
- Development of specialised laboratory testing

## 3. **Areas of mutual interest and future actions:**

In particular, the FSAI and **safefood** agree:

- To keep each other promptly and regularly informed about all work in which the other organisation has an interest
- To ensure, as far as is practicable, that the activities of each organisation do not unnecessarily duplicate the activities of the other
- To ensure that respective roles and responsibilities are clearly set out so as to avoid confusion among consumers, health professionals, industry and enforcement bodies
- To give appropriate consideration to each other's views
- To inform the other body without delay of any relevant information which would require action
- To provide each other, where possible, with full, open and timely access to research findings, surveillance data, food alerts and other relevant information
- To pursue opportunities for joint planning and co-operate fully where joint programmes or initiatives are appropriate (see Annex 1 for further details)

## 4. **Operation, communication and review of MOU**

4.1 The FSAI and **safefood** welcome opportunities for collaboration. When opportunities arise for the FSAI and **safefood** to collaborate, we will work together to ensure the best use is made of public resources and avoid duplication of tasks and responsibilities so as to ensure the statutory responsibilities of both organisations are fulfilled.

4.2 In the context of this MoU and the wider context of food safety and public health protection, the FSAI and **safefood** agree to establish and maintain a close relationship based on co-operation and consultation. Meetings between the senior teams of the FSAI and **safefood** will be held at least twice per year or more frequently, as requested by either party. The

meetings will be hosted and chaired in rotation by the FSAI and **safefood**. The FSAI and **safefood** are committed, wherever possible, to resolving any disagreement under this MOU through normal administrative channels.

4.3 At every such meeting convened under paragraph 4.2 the following shall be discussed as standing items on the agenda:

- activities in areas of shared responsibility and mutual cooperation
- review of practical cooperative measures
- contact arrangements

Minutes from each meeting shall be prepared, in rotation, and circulated for agreement.

The meeting minutes shall be adopted at the next meeting and will form an ongoing review of the operations of this MOU convened under 4.2.

4.4 Additional meetings covering more specific areas in detail may be arranged, if required.

4.5 The FSAI and **safefood** agree to assist each other and co-operate in relation to the preparation of any relevant reports or other documentation being prepared in relation to the remit of this MoU.

4.6 The FSAI and **safefood** agree to share relevant and timely data as agreed within this MoU and taking into account the constraints of data sharing.

4.7 An up-to-date list of the contact details and areas of responsibility of key personnel involved in the work covered by this MoU shall be maintained. Both the FSAI and **safefood** will nominate a staff member in each organisation to act as liaison contacts. These liaison contacts will be identified in the agreed contacts list which will be reviewed and updated at least once per year or when the contacts in either the FSAI or **safefood** change.

## 5.0 Duration

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

5.2 In the achievement of the objectives of this MoU, the FSAI and **safefood** will work within the resources available to each party.

## **Annex 1: Areas of joint cooperation**

- Food Allergens
- Public Health Nutrition – Obesity
- EU Farm to Fork Strategy
- Culture of Food Safety
- Research in Food Safety and Authenticity