

Memorandum of Understanding

between the

**Food Safety Authority of Ireland (FSAI)**

and the

**Loughs Agency**

The objective of this Memorandum of Understanding (MoU) is to set in place the arrangements for the Loughs Agency's involvement in the Irish Shellfish Monitoring Programme and in particular in relation to shellfish sampling in Lough Foyle and Carlingford Lough.

Signed:

Signed:

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Mrs. Sharon McMahon  
Interim Chief Executive,  
Loughs Agency

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Dr. Pamela Byrne  
Chief Executive,  
FSAI

Date:

Date:

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**THE FOOD SAFETY AUTHORITY OF IRELAND** (“the Authority”)  
**AND**

**THE LOUGHS AGENCY** (“the Agency”)

#### 1.0 Introduction

The Authority and the Agency agree to co-operate on activities as detailed in this Memorandum of Understanding (MOU). The MOU provides the basis for the involvement by the Agency in shellfish and phytoplankton sampling under the Irish Shellfish Monitoring Programme.

The Authority and the Agency welcome opportunities for collaboration and will explore opportunities for further collaboration on monitoring and sample collection. When collaboration opportunities arise, the Authority and the Agency work together to ensure that the best use is made of public resources and to avoid duplication of tasks and responsibilities so as to ensure the statutory responsibilities of both organisations, and relevant Official Agencies of the Authority, are fulfilled.

#### 2.0 Roles

- 2.1 The Food Safety Authority of Ireland was established under the Food Safety of Ireland Authority of Ireland Act, 1998 as an independent food regulatory authority. The Authority is the national agency responsible for ensuring that foods produced and marketed in Ireland are safe to eat. A key remit of the Authority is the enforcement of food safety legislation. The Authority carries out this enforcement function through "**service contracts**" with official agencies, including the Sea Fisheries Protection Authority (SFPA). A service contract is also in place with the Marine Institute (MI) who provide the FSAI with scientific advice and who are the national reference laboratory for biotoxins, shellfish microbiology and shellfish virology.
- 2.2 The Loughs Agency is an agency of the Foyle, Carlingford and Irish Lights Commission (FCILC), established under the 1998 Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Ireland. The Agency’s aim is to provide sustainable social, economic and environmental benefits through the effective

conservation, management, promotion and development of the fisheries and marine resources of the Foyle and Carlingford Areas.

### **3.0 Responsibilities**

- 3.1 The Agency agrees to operate the sampling programmes for shellfish safety in production areas in Lough Foyle and Carlingford Lough as coordinated by the SFPA.
- 3.2 The Agency will operate the sampling programme for biotoxins (shellfish and phytoplankton) in accordance with the frequency determined by the MI.
- 3.3 The Agency will ensure that shellfish sampling for biotoxins is only carried out when harvesting is expected to commence or is actively taking place. The Agency will supply additional samples as requested by the MI, for example, due to the identification of toxic phytoplankton.
- 3.4 The Agency will operate the shellfish sampling programme for the Microbiological Monitoring of Classified Bivalve Mollusc Production Areas on a monthly basis or as specified by the SFPA. Additional sampling will be undertaken as necessary, for example, for the preliminary microbiological classification of new areas or species.
- 3.5 The Agency agrees to operate to Codes of Practice, Standard Operating Procedures or Accreditation Systems as may be agreed between the Authority and the Agency, in conjunction with the SFPA and the MI. In particular the Agency will ensure that sampling is carried out in accordance with the Code of Practice for the Microbiological Monitoring of Bivalve Mollusc Production Areas and the Code of Practice of the Irish Shellfish Monitoring Programme (Biotoxins).
- 3.6 The Authority undertakes to keep the Agency up to date of any changes to documented procedures relevant to the Agency under this MOU.
- 3.7 The Agency agrees to participate in the Molluscan Shellfish Safety Committee and any relevant sub-committees, as needed.
- 3.8 The Authority and the Agency agree to co-operate in the operation of training programmes as needed.
- 3.9 The Agency agrees to participate, and provide additional samples, as required in the investigation and follow-up to incidents, food complaints and food alerts by the Authority and other Official Agencies.
- 3.10 The Agency agrees to participate as required in the preparation for and conduct of DG Santé (formerly known as the Food and Veterinary Office) Missions to Ireland and any follow-up corrective actions associated with reports issued.

#### **4.0 Communication**

- 4.1 The Agency and Authority agree to share and exchange relevant information. The Agency also agrees to co-operate with the Authority, the SFPA and the MI in the preparation of any relevant reports or other documentation.
- 4.2 The Agency shall inform the SFPA if it is unable to fully operate the sampling programme, for example if the Agency is unable to collect samples at the agreed frequency or sampling site.
- 4.3 If there are missed or rejected samples the Agency will liaise with the Shellfish Co-ordinator of the SFPA and provide observations as necessary.
- 4.4 The Authority, the Agency, the SFPA and the MI have each nominated two liaison contacts and their contact details are detailed in Annex 1. When changes occur to the liaison contacts list, the updated Annex will be circulated by the Authority to the Agency, the SFPA and the MI.

#### **5.0 Duration and Review**

- 5.1 This MOU shall be in force for a period from the commencement date to the 31st December 2020. The MOU may be subject to review, modification or amendment by either party, and may be extended by agreement.
- 5.2 There will be an annual review of the operation of the MOU which will be initiated by the Authority after the end of each calendar year. The review will commence with an exchange of emails and if considered necessary, by either party, a review meeting will be held. The review will consider the operation of the service in the previous year, plan for the forthcoming year and any changes required to the MOU.