

MEMORANDUM OF UNDERSTANDING

Between the

FOOD STANDARDS AGENCY

And

FOOD STANDARDS SCOTLAND



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This Memorandum of Understanding (MoU) sets out the principles for the working relationship between the Food Standards Agency (FSA) and Food Standards Scotland (FSS) and principles that FSA and FSS will follow in the course of day-to-day working relationships.

The MoU between the FSA and FSS recognises and upholds the *Memorandum of Understanding and Supplementary Agreements Between the United Kingdom Government, the Scottish Ministers, the Welsh Ministers and the Northern Ireland Executive Committee*¹, referred to as the 'Devolution MoU' which will have primacy over the MoU between the FSA and the FSS in all matters of interpretation and effect.

This MoU serves the purpose of a Concordat between the Scottish Government and the FSA on matters relating to food and feed for which the FSA is the relevant UK Government Department. It is underpinned by five protocols which set out in more detail operational considerations of how the bodies will work together. This agreement has been drafted to allow the protocols 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 interests of consumers are protected in all parts of the UK.
- **Mutual respect for obligations:** Ensuring that both the FSA and FSS are able to discharge their respective responsibilities as competent authorities.
- **Efficiency:** Ensuring that public money is spent efficiently through the encouragement of joint working between the FSA and FSS, wherever appropriate.
- **Reciprocity:** Ensuring that arrangements for sharing information and resources are fully reciprocal, unless otherwise agreed.

¹ October 2013: <http://www.scotland.gov.uk/Resource/0043/00436627.pdf>

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- **Cordiality:** Ensuring that officials of the FSA and FSS 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.

SUMMARY

Both the FSA and FSS recognise that each has a contribution to make to an effective food safety regime in the United Kingdom (UK), whilst recognising that their policy, priorities and objectives may not always be identical.

The FSA and FSS agree to:

- co-operate and work closely to ensure that consumers in Scotland and across the rest of the UK remain protected;
- co-operate in the management and communication of food and feed incidents that may pose a risk to consumers, including food and feed standards incidents;
- facilitate appropriate food and feed safety and standards control measures where food products pose, or may pose a risk to consumers;
- identify and share outputs from horizon scanning, intelligence gathering and other food and feed data sources;
- co-operate and collaborate with regards to science and evidence gathering to ensure there is a coherent evidence base across Scotland and the rest of the UK to underpin policy development and support incident handling;
- collaborate during policy and strategy development;
- co-operate and work collaboratively to ensure that, within the European Union, the UK position is arrived at in a way that takes account of Scottish interests; and
- pay any significant costs for services provided by one body to another providing those costs have been agreed in advance by both bodies.

ENGAGEMENT AND LIAISON

- Both the FSA and FSS agree to co-operate and work closely at all levels in both organisations to ensure that consumers in Scotland and the rest of the UK and more widely remain protected.

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- The following senior officials will meet at least once a quarter, the location of each meeting will alternate between England and Scotland:
 - a. FSA Chief Executive Officer and FSS Chief Executive Officer
 - b. FSA Director of Science and FSS Director / Head of Science
 - c. FSA Director of Policy and FSS Director / Head of Policy
 - d. FSA Chief Operating Officer and FSS Director / Head of Operations
 - e. FSA Director of Communications and FSS Director / Head of Communications
- The FSA Chair and FSS Chair will meet at least once a year; the location of each meeting will alternate between England and Scotland.

INCIDENT HANDLING AND FOOD SAFETY ALERTS

- Both bodies agree to ensure they have the capability and capacity to handle food and feed incidents² and that they will work in partnership and share resources as necessary to ensure a robust response in Scotland and in the rest of the UK to all food and feed incidents.
- Both bodies agree to ensure that the other is notified, at the earliest possible opportunity, of the details of actual or potential food or feed incident which may affect consumers. Both bodies agree to ensure that any associated press releases or media announcements are shared with the other body in advance of issue.
- Details of the management of, and communications associated with, food incidents and alerts are contained in the 'Protocol on Incident Handling' (Annex A). Both bodies agree to follow the guidance set out in the protocol and to co-operate and work collaboratively with each other to ensure a robust response to all food and feed safety incidents and where necessary the review of such incidents.
- Where food or feed products pose (or may pose) a risk to consumers, both bodies agree to facilitate appropriate food or feed control measures, in line with the guidance contained in the Protocol on Incident Handling.

DATA, INFORMATION, KNOWLEDGE AND INTELLIGENCE SHARING (INCLUDING HORIZON SCANNING)

² It is to be expected that in exceptional circumstances, such as when tackling major or multiple incidents, both bodies might need to seek additional resource from across the wider government infrastructure.

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- Details of the mechanisms to ensure food and feed safety and standards intelligence, data and information are shared promptly and efficiently are outlined in the 'Data Sharing Protocol' (Annex B). Both the FSA and FSS agree to follow the guidance set out in the protocol to ensure the free flow of food and feed data, information, knowledge and intelligence between the two organisations.
- Both bodies agree to work collaboratively on horizon scanning including sharing outputs, discussing strategies and sharing forward thinking and planning.

COLLABORATION ON SCIENCE, EVIDENCE AND ADVICE

- Guidance outlining how both the FSA and FSS will co-operate and collaborate on science and evidence gathering and sharing is contained in the 'Science and Evidence Protocol' (Annex C). Both bodies agree to follow the guidance in the protocol and to encourage close working relationships and strong co-ordination and collaboration between the FSA and FSS staff.

POLICY DEVELOPMENT

- Both FSA and FSS agree that where there is policy divergence between the two organisations the other body will be notified of their intentions, at the earliest possible opportunity, so that both organisations are able to plan the management of any consequential impacts arising from those differences.

OPERATIONAL DELIVERY

- Both FSA and FSS acknowledge their responsibilities to undertake official controls within their respective areas in line with EU obligations and UK legislation, taking into account capability and capacity where the FSA and FSS directly provides resource for the delivery of controls. Both bodies agree to share best practice and expertise to ensure official controls are sufficiently robust and to make certain that consumers' interests with regard to food safety and standards in Scotland and across the UK and more widely remain protected, within the remit of EU and UK legislation.

RELATIONS WITH THE EUROPEAN UNION AND INTERNATIONAL MATTERS

- The UK Government and the Scottish Ministers agree which body has competence for specific EU related activities. However in line with UK policy, the direct UK contact point in relations with the EU on food and feed matters will be FSA.

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- Guidance setting out the roles and responsibilities of both bodies are contained in the 'EU and International Protocol' (Annex D). Both FSA and FSS agree to follow the guidance in the protocol and to encourage good working relationships and strong collaboration between all relevant officials and representatives of the FSA and FSS.

COMMUNICATIONS

- Both bodies agree to collaborate with one another to ensure a 'no surprise approach' to external communications. Details of how both bodies will collaborate and share communication strategies are set out in the 'Communications Protocol' (Annex E).
- Both the FSA and FSS will keep each other informed and or work together concerning communications with other Government Departments on matters that are of mutual interest developing food and feed controls and or protecting the interests of consumers.

WORKING LEVEL AGREEMENT (WLA)

- Where the FSA and FSS agree that the relationship between the two bodies would be enhanced through greater collaboration in areas not covered by the Protocols, Working Level Agreements will be developed. These agreements will not supersede the requirements of the MoU or Protocols, but will be developed to bring clarity and certainty to complex areas where mutual cooperation is required.
- A list of current WLAs will be set out in Annex F of this MoU and meetings to review this MoU and Protocol should include a review of WLAs.

COSTS

- Each body 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 body will contribute to costs, associated with those goods or services, providing they have been agreed in advance by both parties.

REVIEW AND DISPUTE RESOLUTION

- Both the FSA and FSS agree to meet and review the following protocols at least once a year to ensure they remain robust and fit for purpose. The protocols should be amended as required to reflect emerging trends and other drivers for change:
 - a. Incident Response;
 - b. Data Sharing;
 - c. Science and Evidence;
 - d. EU and International; and
 - e. Communications.

- 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 to the relevant Director / Head of Department for resolution.

 - b. Should it not be possible to resolve an issue at Director / Head of Department level the dispute will be raised for discussion / agreement between Chief Executive Officers and/or the respective Chairs of each Board.

TESTING

- To ensure the Incident Response protocol is robust; the FSA and FSS will jointly develop exercises to test the resilience of FSS and FSA systems post Vesting day of FSS.

- 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 bodies and to provide assurance that consumer safety in Scotland and across the rest of the UK has not been compromised.

- Further resilience exercises will take place at least once every three years to provide on-going assurance that the Incident Response protocol remains effective.

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MOU REVIEW

- On an annual basis the Chief Executive Officers for the FSA and FSS will ensure that this MOU is reviewed and where necessary agree revisions.

TERMS OF AGREEMENT

These arrangements are to work within:

- the legal framework for devolution;
- the UK and Scottish Government's obligations under **EU law and EU treaties**; and
- the 2013 MoU on Devolution, the Memorandum on Europe and associated protocols and any agreements that amend or supersede it.



_____ Date 1 April 2015

Catherine Brown, Chief Executive Officer, Food Standards Agency



_____ Date 1 April 2015

Geoffrey M Ogle, Chief Executive Officer, Food Standards Scotland

ANNEX A: PROTOCOL ON INCIDENT HANDLING

1. PURPOSE AND SCOPE

- 1.1 The Food Standards Agency (FSA) and Food Standards Scotland (FSS) undertake to ensure the greatest achievable protection to consumers across the full geographical scope of any food or feed incident through agreed protocols for communication, coordination and management of such incidents.
- 1.2 This protocol provides guidance on the respective roles and responsibilities of the FSA and FSS in relation to:
- The management of incidents with actual or potential impact within the jurisdiction of both the FSA and FSS.
 - Development and updating of detailed Incident Management Plans (IMP)
 - Maintenance of relationships and collective resilience

2. GENERAL PRINCIPLES

- 2.1 Incidents have the potential to impact on any individual nation within the UK or any combination of two or more. For the purposes of this protocol only two jurisdictions are distinguished, FSA [which covers England, Wales and Northern Ireland] and FSS [which covers Scotland]. The scope of any individual incident will therefore be classified as FSA, FSS or UK-wide. UK-wide incidents include those potentially affecting the FSA and FSS as well as any incident with impact beyond the UK or any incident involving a radiological hazard.
- 2.2 The FSA and FSS will maintain and share compatible IMPs and means of communication during UK-wide incidents. Each organisation will consult the other ahead of any change to its respective IMP or means of communication.
- 2.3 The FSA and FSS will maintain collective resilience through:
- Ongoing liaison between officials in a way that maintains mutual understanding between officials who will work together during incidents.
 - Review of selected incidents with a view to improving procedures.
 - Participation and collaboration in UK emergency exercises, including radiological exercises run on behalf of the Ministry of Defence or Department of Energy and Climate Change.

3. SPECIFIC PROVISIONS

- 3.1 The IMPs of the FSA and FSS will incorporate:
- Incident definitions
 - Alerting, Activation, Escalation and Closure
 - Procedures for incident management, including risk assessment and internal and external communications

3.2 Transitions between FSA or FSS incidents to UK/GB-wide incidents.

- 3.2.1 Where the scope of an incident is not assessed as extending beyond an FSA or FSS incident it will be managed within the respective jurisdiction, including risk assessment. Information about in-country incidents will be shared on a regular basis.
- 3.2.2 UK-wide incidents will be led by the FSA, however, they may be led by FSS by mutual agreement in individual cases.
- 3.2.3 Where the scope of an incident escalates from FSA or FSS to UK -wide, unless otherwise agreed the FSA will take on management of the incident.
- 3.2.4 Where an incident is deemed to be UK -wide this should be communicated to all relevant officials of the FSA and FSS without delay.

3.3 Communication and information management

- 3.3.1 The FSA and FSS will communicate as quickly as possible any information required ensuring that both organisations are able to discharge all of their respective responsibilities relating to management of UK-wide or FSA or FSS incidents.
- 3.3.2 Both organisations will share up to date directories of key contacts and will adopt a unique reference number provided by the FSA for each UK incident to avoid ambiguity.
- 3.3.3 The FSA and FSS will endeavour to notify each other in advance of any communications with Ministers, Local Authorities, the public or wider industry regarding an incident, to enable co-ordinated communications. The FSA and FSS will be independently responsible for ensuring that email addresses supplied by each body to the other for incident communication are appropriately secure for that purpose.
- 3.3.4 Responsibility for the storage and retention of records of incidents that each organisation is involved in will rest with each organisation independently.
- 3.3.5 The FSA and FSS will maintain a secure collaborative facility to share specific information for the duration of any UK-wide incidents [for example, incident situation reports, distribution lists, press releases etc.] and this may include continued use of existing systems until otherwise agreed. The extent, nature and format of such information should be determined by incident managers on a case by case basis according to the nature of the incident.

3.4 EU and International considerations

- 3.4.1 The FSA is the UK contact point for the European Commission's Rapid Alert System for Food and Feed (RASFF)
- 3.4.2 The FSA will notify any RASFF Alert relevant to Scotland to the FSS as quickly as practicable.

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- 3.4.3 FSS will respond to RASFF Alerts via the FSA as quickly as practicable and will notify any potential RASFF Alerts originating from within Scotland via the FSA as quickly as practicable. The FSA will transmit such alerts via the RASFF system without undue delay.

3.5 **Liaison arrangements**

- 3.5.1 The FSA and FSS should arrange liaison meetings and collaborate in incident exercises as often as is necessary and in any event in line with the requirements of the MoU dealing with 'Engagement and Liaison' and 'Testing', to ensure that officials handling incidents are familiar with the relevant organisational arrangements and know who their respective counterparts are.
- 3.5.2 In addition to the meeting frequency as described in the MoU under 'Engagement and Liaison', there should be an annual review by the FSA and FSS on incident management / liaison, together with any recommendations for improvement where this is considered appropriate.

3.6 **Operational investigations**

- 3.6.1 The FSA and FSS will agree access to an operations investigation resource through a Working Level Agreement (WLA) until such time FSS implements its own arrangements.

ANNEX B: DATA SHARING PROTOCOL

4. PURPOSE AND SCOPE

- 4.1 The Food Standards Agency (FSA) and Food Standards Scotland (FSS) acknowledge that in order for both bodies to operate effectively, both should provide each other with as full and open as possible access to food and feed safety and standards intelligence, data, knowledge and information.
- 4.2 This protocol will provide guidance as to how the FSA and FSS will share information and data and sets out the roles and responsibilities of each body.
- 4.3 Although initially most information shared will be from FSA to FSS the principles outlined apply to transfers of information in both directions
- 4.4 This protocol contains agreement on how historical information on FSA activities in Scotland will be handled.

5. GENERAL PRINCIPLES

- 5.1 In all data sharing activities, both bodies will have due regard to relevant provisions on data governance and ethics, data protection, confidentiality, intellectual property and information security.
- 5.2 Both FSA and FSS agree to provide any information reasonably requested by the other body; provided that it:
- is lawful
 - is practicable
 - would not involve disproportionate cost
 - is available in a reasonably accessible format
- 5.3 Where any of the four provisos (above) is not met, resolution will be sought on a case-by-case basis.
- 5.4 FSA and FSS agree to treat any data shared with appropriate discretion. In particular both bodies accept that:
- it is for the body providing the information to state what, if any, restrictions there should be upon its usage
 - unless legally prohibited from doing so, each body will treat information which it receives in accordance with the restrictions which are specified as to its usage
 - the body that is in receipt of the information may be subject to a legal obligation to disclose the information in certain circumstances, for example,

where it receives a request under access to information legislation (primarily the Freedom of Information Act 2000 / Freedom of Information (Scotland) Act 2002, Environmental Information Regulations 2004 / Environmental Information (Scotland) Regulations 2004 and the Data Protection Act 1998). In cases where it is proposed to release information, the originator must be consulted, as soon as practicable, allowing sufficient time to respond, about the appropriateness of disclosing information. Where the originator of the information is a Minister of the Crown or a department of Government of the United Kingdom and the information is held in confidence, the final decision as to whether there is a legal obligation to disclose the information will rest with the originator but, in any other case, the final decision will rest with the body to whom the request has been made.

- some information will be subject to statutory or other restrictions which may mean restrictions on the category of persons who may have access to the material (for example to ensure the Official Secrets Act 1989 and the Data Protection Act 1998 are not breached)

5.5 Each body will ensure that the information it supplies to the other is subject to appropriate safeguards. In the case of the FSA, these safeguards include measures set out in HMG Security Policy Framework.

6. SPECIFIC PROVISIONS

6.1 Business and Historically Significant Information

6.1.1 FSA will make business and historically significant information available to FSS (subject to the general principle set out in section 5.2 above). In the first instance any request for information should be channelled through the Information & Knowledge Management Team via their mailbox information.management@foodstandards.gsi.gov.uk who will cascade the request to the relevant information asset owner for action.

6.1.2 Data and reports from historic FSA funded science and evidence gathering activities are published on an open access portal (currently Food Base). FSS staff will be able to access this web based portal.

6.1.3 Where an FSA funded science and evidence gathering project is underway or complete but no data or outputs have been published a request from FSS should be made to the FSA Director of Science, Evidence and Research to access the data, who will take into account the provisions referred to in 5.2 when making available the information.

6.2 Local Authority Data

6.2.1 Local Authorities will continue to have access to the following web based systems, until otherwise agreed by the FSA and FSS:

- UK Food Surveillance System (UKFSS)

- Local Authority Enforcement Monitoring System (LAEMS)
- Food Hygiene Rating Scheme / Food Hygiene Information Scheme (FHRS/FHIS)
- Guidance and Regulatory Advice on Import Legislation (GRAIL)

6.2.2 Any subsequent changes to the system that benefits only the FSA or FSS will be funded by the body requesting the change, and where the benefit is shared the FSA and FSS will agree how costs are distributed.

6.2.3 Any intellectual property owned by the FSA relating to these systems, or to any other systems developed by or for the FSA before the FSS Vesting Day will be treated as jointly owned property. FSA will cooperate with any transfer of jointly owned software that FSS intends to utilise separately.

6.2.4 FSA will grant web access rights to the above systems to FSS. The full cost of granting and amending access and providing IT support will be met by FSS (subject to agreed terms set out in a separate Service Level Agreement). At the end of a two year transitional period the FSA may require a proportionate financial contribution to the maintenance of any jointly used system.

6.2.5 FSS will be responsible for encouraging Scottish Local Authorities to update the above systems to ensure data is complete and up to date. FSS will be responsible for ensuring that FSA continues to receive Scottish local authority and FHIS information in the future if any changes are made to the way the data is captured by FSS.

6.2.6 On request either the FSA or FSS will provide reports and analysis on Scottish Local Authorities to each other. The full cost of providing these reports and analysis will be met by the requesting body, (subject to agreed terms set out in a separate WLA). However, there should be nothing to prevent FSS from accessing any of these systems directly to allow development of interfaces or reporting facilities provided that FSS bears the cost of such work and complies with all government standards relating to data protection and security.

6.2.7 FSA will provide reports and analysis of non-Scottish local authorities to FSS on request on a cost-recoverable basis.

6.2.8 If at a future date either the FSA or FSS decides to collect different information or collect information on different systems accessible by UK Local Authorities, this section of the protocol will be revised.

6.3 Operational Data

6.3.1 On request the FSA will provide relevant Operational and HR data in an agreed format to FSS, the cost of which will be borne by the Scottish Government.

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- 6.3.2 The FSA will provide reports and analysis on historical Scottish Meat Official Controls data to FSS. The full cost of providing these reports and analysis will be met by FSS (subject to agreed terms set out in a separate Working Level Agreement).
- 6.3.3 On request, FSS will provide reports and analysis on Scottish operations data to FSA and FSA will provide reports and analysis on non-Scottish operations data to FSS. The full cost of providing these reports and analysis will be met by the requesting body, subject to agreement in advance.

6.4 Data standards and systems development

- 6.4.1 The FSA and FSS will keep each other informed of potential development of information systems and data standards with a view to avoiding unnecessary incompatibilities between data sets retained by either body.
- 6.4.2 A WLA will be developed to reflect FSS involvement and support to update the Manual of Official Controls, and Meat Industry Guide to reflect Scottish needs. This WLA will also cover any other guidance documents that FSA and FSS agree to being maintained on a UK basis.

6.5 EU reporting requirements on official controls

- 6.5.1 Regulation (EC) No. 882/2004 requires Member States to produce Multi-Annual National Control Plans (MANCP) covering official controls systems in respect of food and feed law and to provide the EU Commission Annual Reports detailing progress towards implementation of the MANCP. FSA will continue to lead on the production of these for the UK and will agree a WLA on the data exchange and timings.
- 6.5.2 FSS will ensure that its statutory obligations on behalf of Scottish Ministers to facilitate and maintain the areas of the MANCP for which it is responsible will be properly discharged to allow the FSA to discharge its responsibilities on behalf of UK Ministers.
- 6.5.3 FVO requests for data will normally be channelled through the FSA, however if FSS should be approached directly by the FVO, FSS will advise the FSA as soon as possible about such a request and both bodies will agree how the best request will be handled and who will be responsible for relaying such information to Commission officials. Similarly on a reciprocal basis, the FSA undertakes to advise FSS as soon as possible about any request by FVO for information that may affect the interests of FSS.

6.6 FOI/ Communication of Historical Information on FSA Activities in Scotland

- 6.6.1 The FSA will respond to information requests and queries relating to the activities of the Food Standards Agency in Scotland. This includes queries from food business operators on charges and invoices issued by FSA in Scotland

6.7 DISPUTE RESOLUTION

6.7.1 Where either the FSA or FSS decide that it is not possible to provide data to the other body because:

- it is impracticable
- it is not lawful
- it would involve a disproportionate cost
- the information is not available in an accessible format

The providing body will explain to the requesting body as to why the data cannot be provided.

6.7.2 Disputes concerning the provision of data will be resolved through the MoU under the Review and Dispute Resolution process.

ANNEX C: SCIENCE, EVIDENCE AND ANALYSIS PROTOCOL

7 PURPOSE AND SCOPE

7.1 The Food Standards Agency (FSA) and Food Standards Scotland (FSS) undertake to collaborate on their respective activities in relation to science, evidence, research and analysis, to share information and analysis and to identify and exploit opportunities for collaboration, including by co-funding.

7.2 This collaboration will cover science, evidence and analysis activities in the natural, physical and social sciences and the analytical disciplines, in the areas of work set out below. Further details for specific areas are provided in section 9 below, where relevant.

- Development, implementation and review of **science strategy**.
- Development, implementation and review of **science governance and assurance**.
- **Research and other evidence-gathering**, including:
 - a. identifying, prioritising and commissioning new evidence-gathering work
 - b. surveillance and monitoring
 - c. analytics
- **Sharing evidence, data and analysis**.
- **Access to Scientific Advisory Committees**.
- **Risk assessment**.
- **Intelligence, horizon-scanning and emerging risks**.
- **Science collaboration and engagement**.

8 GENERAL PRINCIPLES

8.1 In all of these areas FSA and FSS will:

- ensure the potential for current and future information sharing and collaboration in planning new science activities, sharing information on science activities and plans in an open and timely manner;
- develop collaborative and mutually supportive approaches

8.2 In all these activities, both bodies will have due regard to relevant provisions on data governance and ethics, data protection, confidentiality, intellectual property and information security.

9.1 Research and other evidence-gathering and analysis

- 9.1.1 The FSA and FSS will share information on their activities in relation to identifying, prioritising and commissioning new research and other evidence-gathering and analysis, and relevant supporting activities.
- 9.1.2 This includes all activities to be commissioned externally: research; surveillance; monitoring; secondary analysis and data-gathering; support for science expertise and capabilities (national reference laboratories, centres of excellence, fellowships, studentships, secondments etc.); participation in work to be done with or through other funders.
- 9.1.3 Each body will share information in relation to regular prioritisation cycles and on *ad hoc* proposals for new work. This will be done to timing and format that allows each body to comment on ideas and priorities for new work planned by the other, to identify:
- existing work that could address the need
 - opportunities for collaboration, co-ordination or joint funding
 - issues to help refine or improve the specification and approach to new work
- 9.1.4 The FSA and FSS will similarly consult and collaborate to identify opportunities to coordinate their work on food and feed surveillance, intelligence and sampling programmes, across the UK.
- 9.1.5 To support this approach the FSA and FSS will establish systems that allow intelligence from across the UK to be evaluated and shared between the two bodies.
- 9.1.6 Acting upon intelligence and where necessary the FSA and FSS will collaborate within their respective areas to coordinate a UK wide response to intelligence.

9.2 Sharing intelligence, evidence, data and analysis

- 9.2.1 FSA and FSS will share information, data and analysis arising from their science activities, including in relation to intelligence, horizon-scanning and emerging risks, and results and underpinning data from research projects and other activities listed in 7.2 above, wherever possible.
- 9.2.2 In planning new intelligence, data and evidence-gathering activities, each body will consider and as far as practicable ensure that this is done to maximise the feasibility and practicability of sharing the resulting information and analysis.

9.3 Scientific Advisory Committees (SACs)

- 9.3.1 These provisions apply to the SACs for which FSA is sole or lead sponsor and leads the Secretariat as set out below, and to any new SACs for which FSA becomes sole or lead sponsor and leads the Secretariat:
- Social Science Research Committee (SSRC)
 - Advisory Committee on the Microbiological Safety of Food (ACMSF)
 - Advisory Committee on Novel Foods and Processes (ACNFP)
 - Advisory Committee on Animal Feeding Stuffs (ACAF)
 - Committee on Toxicity of Chemicals in Food, Consumer Products and the Environment (COT)
- 9.3.2 These provisions do not apply to the General Advisory Committee on Science (GACS). The function of the GACS is to advise the FSA on the FSA's use of science, and as such is not directly applicable to any other body. The GACS Secretariat will ensure regular communication with the FSS on the GACS work programme and its outputs.
- 9.3.3 SAC Secretariats will share information with the FSS on:
- committee agendas, forward work plans and new agenda items
 - recruitment and reappointments
 - Triennial Reviews of SACs
- 9.3.4 FSS may nominate an observer to attend SAC meetings
- 9.3.5 For work led by the Secretariat, the Secretariat will consult FSS with regard to the approach to any issues specific to Scotland.
- 9.3.6 Scientists will continue to be invited to serve on SACs on the basis of their expertise, regardless of geographic location in the UK.
- 9.3.7 Where FSS wishes to refer an issue to the relevant SAC for inclusion on its work plan:
- the Secretariat and FSS will discuss the approach, scheduling and priority, with the aim of ensuring that such issues have a fair allocation of Committee time and resource, within the overall work plan of the Committee.
 - FSS will be responsible for drafting and presenting relevant papers, and will do so in consultation with the Secretariat to ensure that these are consistent with the Committee's remit, its approach to defining new Committee tasks and to the presentation and assurance of work, and the agreed timescale.
 - FSS will be responsible for SAC costs that relate to any meetings specifically held to consider issues that only affect Scotland.

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9.3.8 Reciprocal arrangements will be agreed in the event that the FSS establishes any SACs or other expert advisory mechanisms in areas of interest to the FSA.

9.4 Risk assessment

9.4.1 The FSA will lead on risk assessments within its remit, and in areas of agreed FSA expertise, where there is a foreseeable impact beyond Scotland. In doing this, FSA will consult FSS with regard to any issues, evidence or analysis specific to Scotland, with the aim of ensuring that assessments properly reflect the situation in Scotland, as far as the evidence allows. On request by FSS, the FSA will provide input into risk assessments being developed by FSS.

9.4.2 FSS will be responsible for any risk assessments within its remit that apply exclusively in Scotland.

9.4.3 FSA and FSS will share information on the rationale, approach, evidence and analysis, and outcomes of their risk assessment work. Both bodies will seek to ensure that risk assessments for Scotland and for the UK as whole (or for other parts of the UK apart from Scotland) are scientifically robust, consistent and transparent, and that any differences in approach or conclusions are clearly set out, explained and justified.

9.5 Wider collaboration

9.5.1 FSA and the FSS will share information and explore opportunities for collaboration and co-ordination in relation to existing and planned inter-departmental, cross-funder and other multi-partner science collaborations and initiatives, including relevant national, EU and international activities, and engagement with mechanisms for expert scientific advice.

10 WORKING ARRANGEMENTS

10.1 Three levels of working arrangements will support implementation and review of this protocol:

- FSA and FSS staff will maintain regular contact at working level in each of the eight areas outlined at 7.2 above.
- FSA and FSS science leads will meet quarterly. Attendees would usually be at Team Leader level and would cover Governance/CSA Team; Analytics; risk assessment; intelligence and HS and/or other, as the agenda items require. These meetings will:

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- a. review progress and co-ordinate the overall programme of co-operation, across the eight areas outlined in 7.2 above;
- b. identify new issues or planned work; and
- c. agree actions and the resolution of issues.

10.2 FSA and FSS Senior science leads will meet biannually to discuss strategic issues around science collaboration. Attendees would normally be FSA's Director of Science, Evidence and Research and FSS's senior science lead. The meetings will:

- catch-up and exchange on strategic issues and overall science collaboration, based on the eight areas at 7.2 above
- consider and resolve any issues escalated from the quarterly science leads meetings, as needed
- review the protocol and any WLAs (annually)

10.3 If either the FSS or FSA wishes to commission scientific services from the other body in support of work falling within its own areas of responsibility, then the two bodies will discuss and agree in advance the arrangements for this in a separate agreement (for example, a Service Level Agreement or WLA).

ANNEX D: EU AND INTERNATIONAL PROTOCOL

11 PURPOSE AND SCOPE

- 11.1 The Food Standards Agency (FSA) and Food Standards Scotland (FSS) acknowledge that the devolved administrations have an interest in International and EU policy making, notably where an implementing action by the devolved administration is required.
- 11.2 This protocol will enable good working relationships and strong collaboration between Food Standards Agency and Food Standards Scotland staff on EU and International issues and sets out the roles and responsibilities of each body.

12 GENERAL PRINCIPLES

- 12.1 EU and International relations are a reserved matter which remains the responsibility of the United Kingdom Government and the Westminster Parliament.
- 12.2 The Devolution MOU sets out process for arrival at UK negotiating positions and will be followed by the FSA and FSS in arriving at agreed UK policy. Negotiations and agreed UK- lines (on food and feed) with the EU and other devolved administrations will be coordinated by the FSA.
- 12.3 The FSA and FSS agree to:
- share information on EU and International activities in an open and timely manner. In circumstances where this relates to developing EU policy this will be done in a manner which allows FSS to carry out its statutory obligations to consult with Scottish stakeholders;
 - develop collaborative or mutually-supportive approaches to the development of EU and International policy making;
 - ensure the interests of stakeholders and administrations across the UK are taken into account when arriving at an agreed UK position; and
 - work collaboratively to deliver agreed UK objectives.
- 12.4 In all these activities, both bodies will have due regard to relevant provisions on data governance and ethics, Data Protection, confidentiality, Intellectual property and Information Security.

13 SPECIFIC PROVISIONS

13.1 EU and International Policy Development

- 13.1.1 FSA will involve FSS as directly and fully as possible in discussions about the formulation of the UK Government's policy position on all EU and international issues which touch on devolved matters (and non-devolved matters, particularly those matters which might have a distinctive impact in Scotland).
- 13.1.2 In general, it is expected that consultation, the exchange of information and the conventions on notifications to EU and International bodies will continue in similar circumstances to the arrangements in place between FSA and FSAS prior to the establishment of FSS.
- 13.1.3 Policy leads in FSA and FSS will meet at least once every quarter to share EU and International information and to discuss areas that may require further collaborative working.

13.2 Standing Committee on Plants, Animals, Food and Feed (SCoPAFF)

- 13.2.1 The FSA represents the UK at the following committees of the Standing Committee on Plants, Animals Food and Feed (SCoPAFF):
 - biological safety
 - toxicology safety
 - general food law
 - animal feed
 - GM
- 13.2.2 Most committees meet approximately once a month. The designated FSS policy official will be invited to each of the FSA briefing co-ordination meetings that set and agree UK lines.
- 13.2.3 Where a matter is to be discussed at one of the SCoPAFF committees (above), the FSA policy subject leads will pro-actively contact FSS to develop an agreed UK position.
- 13.2.4 Where expertise on an issue lies predominately within Scotland, the FSA will seek to agree with FSS, that FSS will provide UK representation, subject to agreement by the lead UK Government Department. The FSA will make the necessary arrangements with the Commission to facilitate FSS representation. The role of FSS will be to support and advance the UK negotiating position.

13.3 Commission Working Groups

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- 13.3.1 FSA policy leads will keep FSS policy leads aware of working groups meetings and agendas relating to their area of expertise. FSS will also be apprised of Commission Working Group meetings during SCoPAFF briefing co-ordination meetings.
- 13.3.2 Should FSS wish to provide representation at a Commission Working Group meeting the FSA EU Team or policy subject lead should be contacted; requests will be accommodated wherever possible. FSS representation will be undertaken by agreement by the relevant lead UK Government Department and FSS will support and advance the UK negotiating position.
- 13.3.3 Twenty Four hour reports (“24hr reports”) are produced for all SCoPAFF and Commission Working Group Meetings, the FSA EU Team will ensure that a copy of each report is sent to FSS.

13.4 Transpositions and application of EU Law in Scotland

- 13.4.1 The Scottish Ministers are responsible for implementing and transposing EU legislation on food and feed in Scotland. As the competent authority in Scotland, FSS will have duties to notify and report to the EU on aspects of official controls and other food and feed matters.
- 13.4.2 FSS will confirm to the FSA that the required notification of transposition and application of EU law in Scotland has been discharged. FSS will be responsible for ensuring that the Commission’s ‘NEMs’ database is updated.

13.5 Food and Veterinary Office (FVO)

- 13.5.1 The FVO is the body responsible for ensuring EU Member States have effective control systems in place to evaluate compliance with EU standards within the EU.
- 13.5.2 FSA remains the point of contact for the FVO. The FSA Internal and External Assurance Lead will notify the FSS EU and International policy lead of any UK FVO missions.
- 13.5.3 Where an FVO mission involves a Scottish element or visit the FSA Internal and External Assurance Lead and FSS EU Team will discuss and agree how these will be handled on a case by case basis taking into account where any required expertise might sit.

13.6 The Council of the European Union

- 13.6.1 Subject to continuing UK Government agreement FSA policy leads will attend the European Council Working Groups to discuss and suggests amendments to Co-decided dossiers being proposed by the Commission to the Council and Parliament. All discussions and negotiations will be based on an agreed UK government perspective.

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13.6.2 Information on the forward work programme for Council of Europe Working Groups is published on the EU Commission website. Should FSS wish to provide representation at a European Council Working Group meeting the FSA EU Team should be contacted; requests will be accommodated wherever possible subject to agreement by the UK Government lead Department. FSS representation will be undertaken on the basis of an agreed UK position

13.6.3 The FSA will be responsible for briefing UK Ministers attending the Council of Ministers based on an agreed UK position. FSS will be responsible for briefing Scottish Ministers should they be invited to attend to represent issues that relate only to Scotland. In either case each body will cooperate in the preparation of such briefing.

13.7 CODEX

13.7.1 Codex co-ordination sits within the European Council Defra leads on the Codex Commission and some Codex Committees. The FSA represents the UK at the following CODEX Committees (in relation to food and feed):

- hygiene
- additives
- contaminants
- methods of analysis and sampling
- imports and exports

13.7.2 Information on the CODEX forward work programme including details of upcoming meetings and papers are available from the CODEX website. The FSS EU and International policy lead will be responsible for monitoring the website and should raise any issues for discussion with FSA EU Team and policy subject leads

13.7.3 FSA arranges stakeholder events to discuss forthcoming National CODEX Consultative Committee meetings. The FSS EU and International policy lead will be invited to these stakeholder events to discuss and agree UK lines.

13.8 World Health Organisation (WHO)

13.8.1 FSA engagement with the WHO is undertaken through the Department of Health. FSS will engage with the Department of Health through Scottish Government Health Directorates with regard to Scottish issues that may require WHO representation.

13.9 European Food Safety Authority (EFSA) Advisory Forum

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- 13.9.1 The EFSA Advisory Forum meets four times a year. It should be noted that FSA representatives role on this committee is wider than the FSA policy remit for Westminster and includes areas where FSS has policy leads in Scotland such as nutrition
- 13.9.2 Advisory Forum meetings will be attended by either the FSA Director of Science, Evidence and Research or Head of Science Delivery and UK EFSA contact who will represent the UK position.
- 13.9.3 A FSS designated lead will be nominated as the FSS EFSA link point and will be responsible for channelling EFSA information within FSS as appropriate.
- 13.9.4 The EFSA UK representative will circulate all Advisory Group meeting agendas, presentations and briefing papers to the FSS EFSA link point and will invite FSS to provide contributions. The FSS EFSA link point will be expected to act as the conduit within FSS to identify the relevant expertise and will be expected to channel the FSS response back to the EFSA UK representative.
- 13.9.5 A report of each Advisory Forum meeting will be sent to the FSS EFSA link point for cascade within FSS
- 13.9.6 The UK Advisory Forum Member is responsible for nominating experts to assist EFSA with individual pieces of work (a nominated expert is required to advise EFSA on technical aspects only, not policy). The EFSA UK representative will notify the FSS EFSA link point of any such requirement and will provide an opportunity for FSS to put forward suitable nominations.

13.10 EFSA Focal Point Network

- 13.10.1 The FSA Head of Science Delivery and UK EFSA contact is designated by EFSA as the UK focal point. The Focal Point supports the UK Advisory Forum member and acts as a contact point for flows of information from EFSA and other EU Member States (via the information exchange platform) such as:
- advertising events
 - membership of scientific committee
 - requests for national experts
 - prior warning of embargoed scientific opinions
- 13.10.2 The UK Focal Point will ensure all information sent via the information exchange platform is shared with the FSS EFSA link point.
- 13.10.3 EFSA Focal Points meet four times per year to discuss how to improve scientific collaboration and the flow of scientific and risk assessment information between Members States. The UK EFSA Focal Point will provide the FSS EFSA link point with an opportunity to provide a briefing on any areas where Scotland has expertise or concerns and will report back on progress from those meetings.

13.11 EFSA Article 36 list

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- 13.11.1 The Article 36 list is a list of those bodies that EFSA may wish to collaborate with.
- 13.11.2 The opportunity exists for FSS to be on the list and the UK Focal Point will provide assistance to FSS should they wish to make it happen.
- 13.11.3 Once on the Article 36 list FSS would hear directly from EFSA about grants that are available for scientific research.

14 EU and International Dispute Resolution

- 14.1 FSA and FSS agree to abide by the dispute resolution process as set out in the Concordat on Co-ordination of European Union Policy and Concordat on International Relations between the United Kingdom Government and Scottish Ministers.

15. Media and Publications

- 15.1 To ensure consumers continue to receive consistent and correct information the FSA and FSS will collaborate on communications, particularly involving each other in the development of planned announcements, where activity will have a direct impact for the other organisation or consumers through policy divergence.
- 15.2 In any event, the FSA and FSS will ensure that the other body receives:
- drafts of any planned publications with specific implications for either organisation 3 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.
- 15.3 The FSA and FSS 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.
- 15.4 Details of specific communications related to the management of incidents are contained in the incidents protocol.
- 15.5 While the FSA and FSS will endeavour to produce consistent communications, should the need arise both bodies reserve the right to tailor messaging for use in Scotland by FSS and for use in the rest of the UK by FSA whilst having due regard of the potential impact of differential messaging on each other and the consumer.

16. Campaigns, Citizens Forum and other Consumer Engagement Activity

- 16.1 The FSA and FSS will ensure each other has the opportunity to mirror campaigns, Citizens Forums, exhibitions, public events etc. in their respective geographical areas as they are being developed. Any financial contribution to joint campaign development and delivery will be agreed at the outset. Where a financial contribution is made to campaign development then FSA or FSS will offer the other the opportunity to comment on campaign materials as they are developed.

17. Communication Materials

- 17.1 FSA and FSS will collaborate on access to communication materials developed by either body regardless of whether any financial or other form of contribution has been made to their development.
- 17.2 Both bodies shall have the freedom to use such material in their areas of geographic responsibility as they so choose.

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Annex F: Working Level Agreements between the FSA and FSS

- Provision of editorial support and the division of duties in the production of the Manual for Official Controls and the Meat Industry Guide.
- Collaboration between the FSA and FSS for the delivery of services under SLAs.
- Development of the Multi-Annual National Control Plan and supporting annual reports.
- FSA radiological support for FSS.
- Approval of meat establishments and the sharing of approval information between the FSA and FSS.
- Collaboration between FSS and FSANI on diet and nutrition science and policy. (Draft)
- FSA audit support for FSS / delivery of Official Controls. (Draft)
- Industry Guides (Draft)
- Provision by Food Standards Agency of investigation services to Food Standards Scotland (Draft)