

Appendix A

National co-ordinated food sampling programme 2014-15

Guidance on the programme & sampling priorities

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Introduction

1. The Food Standards Agency (Agency) is making funding available to UK Enforcement Authorities¹ for sampling and surveillance of food to help ensure risk-based targeted checks at ports and LA monitoring throughout the food chain. This programme supports the outcomes from the Agency's Strategic Plan that imported food, and also food produced or sold in the UK, is safe to eat, and also that food producers and caterers give priority to consumer interests in relation to food.
2. **Aims and Objectives:** The objectives for this programme are:
 - to improve overall Enforcement Authority sampling, surveillance and controls for food
 - to determine compliance around areas of concern within the UK food chain
 - to help increase controls in areas of higher risk
 - to enhance our understanding of the level of chemicals present in food, which will be used to develop our policies and to inform UK negotiating positions in Brussels
3. The sampling priorities for this year's programme have been decided in consultation with a wide range of organisations (including DEFRA, Department of Health, Public Health England, the Association of Public Analysts and Local Authorities).

Background

4. Sampling and surveillance of food is an essential approach to protecting public health and the priorities for this year's programme have been based on information and intelligence² gathered by the Agency, including emerging risks. This information has been gathered to support Enforcement Authorities in targeting their sampling activities, provide additional resource. **You are invited to consider these as part of your bid for funding and to take into consideration when planning your sampling activities** and should represent additional sampling over and above the Enforcement Authorities' sampling programme.
5. Proposals for sampling as part of the programme should take into account the principles of the LA's own sampling policy and the requirements in the Code of Practice for risk-based sampling, whilst bearing in mind the need for sampling around the stated priorities
6. The criteria that have been used to determine priorities for this programme are as follows (bold indicates those criteria which must apply to all samples taken under the programme):
 - **there is evidence of a particular food concern**
 - **the issue relates to food safety or consumer protection**
 - **the issue is enforceable**

¹ Wherever enforcement authorities are mentioned in these project requirements they include port health authorities, local authorities, food liaison groups and regional groups.

² Intelligence is gathered from various sources such as; Incidents database; Enforcement authorities; Surveillance programmes (including previous years' National Food Sampling Programmes); Food Fraud database; UK Food Surveillance System (UKFSS); EU reported rapid alert system form food (RASFF) and Other Governmental establishments (including Public Health England, Department for Environment, Food and Rural Affairs)

- **analytical methods are readily available**
 - the products are generally imported from outside the EU (Third Countries)³
 - a need exists to raise enforcement authority awareness to an area of concern
 - there is evidence of under-sampling by enforcement authorities due to high sample or analysis cost;
 - the EU has requested sampling for particular areas of concern and
 - where there is a legislative requirement.
7. Authorities may also wish to submit bids that reflect local risks generally as specified in priority 2 in the table for priorities for sampling. This allows LAs to use their local knowledge and expertise to identify food concerns where there is considered to be increased risk of non-compliance and, though not included in the priority list, would broadly meet the scope of this programme as set out in paragraph 5 above

Expectations

8. **Sampling origin:** Imported foods are still the main priority for the programme and the Country of Origin of the sample must be recorded where available.
9. **Emerging Risks** - Again this year we would like sampling on targeted surveillance of “at risk” foods to be taken on an *ad hoc* basis as and when a potential emerging risk is identified at any point during the sampling programme. The Agency’s Emerging Risks programme provides a coordinated approach for the identification of future food safety risks to our food and is key to delivering the Agency’s strategic plan outcome that food produced or sold in the UK is safe to eat. It is planned that a proportion of the final contract may be added to cover additional targeted sampling on emerging risk. More information on this can be seen at <http://www.food.gov.uk/multimedia/pdfs/board/fsa110109.pdf>
10. **Analytical/Sampling specification:** All sampling and analysis should be undertaken in accordance with articles 11 and 12 of Regulation (EC) No. 882/2004. Regulation⁴, including the use of accredited methodologies of analysis. The samples should be taken as official control samples and submitted to a Public Analyst or Public Health Laboratory.
11. **Sampling:** samples should be taken throughout the year, though consideration should be given to the availability of products and seasonal influences.
12. **Primary Authority:** When preparing your sampling plan you should follow relevant Primary Authority Inspection Plans⁵. A Primary Authority should support its partner business in complying with regulations by issuing assured advice, by coordinating enforcement action, and

³ Previous reports have highlighted that Asia was the source of the highest number of non-compliances (in 2012/13 73% on –compliant samples from outside the EU).

⁴ Regulation (EC) No. 882/2004 on official controls performed to ensure the verification of compliance with and food law, animal health and animal welfare rules. Official Journal L191, 28.5.2004, p1-52

⁵ Information relating to Primary Authorities and sampling plans can be found at <https://primaryauthorityregister.info/par/index.php/home>

by developing an inspection plan. Food Authorities and individual officers should have regard to the Primary Authority scheme in their operations and planning; for example determining whether businesses with whom they are dealing have Primary Authority partnerships. The Agency expects Food Authorities to fulfil their statutory obligations under the Primary Authority scheme: by notifying a Primary Authority of enforcement action, either in advance of taking the action, or, where permitted, retrospectively; and by complying with the requirements in relation to published inspection plans.

13. **Laboratory liaison:** The enforcement authority should liaise with their Public Analyst (PA) / Public Health (PH) laboratory as appropriate before submitting a bid and confirm that they can provide information on accredited methods. If a Public Analyst/Food examiner is not accredited for a particular analytical method, this will not preclude them/you from submitting a bid provided the analysis is undertaken by a laboratory which has an accredited method and does the work under the supervision of a Public Analyst/Food examiner.
14. **Timely reporting:** The time between taking the sample and results being reported back to the LA should not exceed your agreed turnaround with you Public Analyst/Food examiner for control sample analysis, so that timely enforcement action to be taken on any non-compliant samples.
15. **Reporting: ALL results must be submitted using UK Food Surveillance System (UKFSS) – version 9⁶. To participate in this programme you must be using UKFSS.** Version 9 represents a significant change in the way UKFSS operates at local authority level and it brings the best of FSSiNet and FSSNet together into a single package called ‘UKFSS Desk top’. UKFSS is a free system and it allows the results to be available on a real time basis and in the required amount of detail and format, which allows rapid evaluation. This will help LAs and the Agency to act quickly if needed. Grants are available to support the installation and use of UKFSS and it is planned that further grants will be available from April 2014.
16. **Action on Non-compliance: ALL participating Authorities must take appropriate prompt follow-up action in relation to adverse findings** (in line with local enforcement policies) and this **must** be updated on FSSNet. You should contact the Agency immediately should you find a food which fails to meet food safety requirements. Contact details for relevant staff and for the Agency’s Incidents team are provided below.
 - Food Standards Agency Incidents Team: foodincidents@foodstandards.gsi.gov.uk or call 0207 276 8448 and if appropriate, these should be reported via the Incidents Notification form available from the Agency’s website at <http://www.food.gov.uk/foodindustry/regulation/foodfeedform>
 - The Food incidents report form can be found at: <http://www.food.gov.uk/policy-advice/incidents/report/>
17. Information about the enforcement action taken must additionally be provided to the Agency as part of the required reporting format available in the UKFSS system Version 8 or above, and at the end of the contract.
18. **Guidance:** Links to all the food legislation relevant to each priority will be provided in the sampling guidance. In some cases there is no specific legislation covering the priority sampling areas requested to be covered. In these cases guidance should be sought from the Agency contact point on actions to be taken on unsatisfactory results.

⁶ Latest communication on UKFSS can be found at: [Version 9.pdf](#)

19. **Added Value:** The funding for this programme includes reasonable costs incurred during the collection, examination and analyses of the samples. . **Please contact your Public Analyst or Public Health laboratory to ensure they have sufficient resources to deliver work outlined in your proposal. Please note that the application should not refer to use of PH allocation as this is a separate programme.**
20. To ensure value for money, and where relevant, the Agency will contribute up to £30 per sample towards the costs of sample purchase and handling for food samples. Applications in excess of this £30 per sample will be considered if suitable justification and assurance are given that the funds will be directed to this work. These costs should be detailed in pricing schedules of the application form.
21. The Agency accepts that, once sampling starts, it might not always be possible to obtain specific products. In which case, the Agency should be consulted about suitable alternative products that broadly meet the requirements of the programme. In making bids, thought should be given to what is likely to be available based on previous experience/knowledge of food business operators.

22. Contacts

Standards Branch: Michelle Young; 020 7276 8017,
standards.support@foodstandards.gsi.gov.uk

Submitting a Co-ordinated bid

23 NEW Co-ordination of work: We have reviewed the provision of funding for the Co-ordinators of group bids. To encourage bids from regional/collaborative groups (such as Food Liaison Groups) the Agency will attach a 10% co-ordinators fee to the total money awarded to support this function. Preference will be given to co-ordinated group bids..

23. A single application should be submitted on behalf of the group and must be accompanied with a summary of what individual LAs are proposing to do as part of this group bid. It is expected that the co-ordinator will complete the bid in line with this guidance, stating which LAs are participating in the bid and how the work is to be allocated across the LAs.
24. **Second –tier authorities:** We would encourage First Tier authorities to work with their Second Tier authorities when proposing to take part of this programme.
25. **Scope:** An estimate of the numbers of samples anticipated, when they will be taken, and the types of premises that will be targeted must form part of the bid.

26. A co-ordinator will be expected to do the following to qualify for the co-ordination fee:

Role of the co-ordinator

A key role is ensuring that samples are taken, analysed and reported according to the terms of the contract and guidance provided by the Agency.

As a co-ordinator you are expected to ensure that the following occurs:

- **IMPORTANT** – all local authorities upload data via UKFSS
- **REMINDER** – Sampling is spread throughout the year, as much as possible
- **ACTION – Appropriate** enforcement action is taken in the case of non-compliant samples and the FSA notified of any non-compliances, this data must be submitted via UKFSS
- Invoice in good time and within time limits set, using the required procedure as set out in the finance arrangements (annex 2)
- Provide the FSA details of total numbers of samples taken by each local authority on a quarterly basis (FSA will check for details on UKFSS)
- **Ensure that Annex 4 (sample guidance) and Annex 5 (UKFSS guidance), which will be issued with contracts are followed in particular:**
 - Ensure sampling and analytical methods (or reporting requirements) set out in legislation, are followed. All methods used by Official Control Labs must be accredited as far as possible.
 - Ensure Country of Origin information is provided, where given on labelling;
 - Be responsible for the validity of the data submitted to the FSA and should monitor progress by individual LAs within the contract.
 - Act as the main contact with the FSA about the bid and during the period of the contract;
 - Sign the contract with the FSA; and
 - Bring to the attention of the FSA any proposed changes to the bid and/or finance or requests to take alternative samples in a timely manner.

Timescales

27. **Return of applications:** Completed applications are to be returned by **28th February 2014**
28. **Date of award:** It is expected to award the contracts no later than **1st April 2014**.
29. **Contract:** The projects are expected to start from **April 2014**.
30. **Reporting to the Agency:** Quarterly reports will be required as well as the final results, to provide evidence to our finance team so that invoices can be paid. By using UKFSS the Agency will be able to look at those samples submitted by the LA using the UKFSS post-box. All samples must be uploaded onto UKFSS, no later than **16th March 2015**.

Funding

31. Payment for this work will be made in stages, with two payments in October 2014(40%) and March 2015 (60%) upon receipt of the data updates and the final evaluation report by **16th March 2015**. Payment for this work will be made using a "Payment upon Receipt" process; payment for this work which will be via BACs and therefore you will *not* need to submit invoices. Further information about self billing arrangements can be found on the HMRC website at <http://www.hmrc.gov.uk/vat/managing/charging/self-billing.htm>. This process will ensure payment is made quicker and simpler.
32. You may receive notification of whether your bid has been successful before the Agency has received our final allocated budgets for the year. Any notification of a successful bid and the exact amount of funding that has been awarded will be subject to confirmation early in the new financial year.

Evaluation and consideration of applications

33. The Agency will consider applications received by the closing date against the following key criteria:
 - Priority given by the FSA to the food to be sampled
 - Value for money
 - Scope
 - Extent of coordination of sampling
 - Extent of liaison with laboratory
 - Method of analysis to be used
 - Plans for evaluation, reporting and follow-up
 - Reporting of results via UKFSS
34. These factors may be used to limit or decline funding should the overall level of interest exceed the funding available.
35. Clarifications: Before any decision is made clarifications may be required and these may be conducted by telephone but will be required to be followed up by email.

PRIORITIES FOR SAMPLING – DETAILS AND RATIONALE

36. Whilst it is not intended to be overly prescriptive about the samples and surveillance that each LA proposes to undertake, the **priorities listed which can be found by clicking on the link below** should be used as a basis for any bid.



ANNEX 1 - General Conditions of Agreement

1. DEFINITIONS

1.1 In these Conditions:

"the Agreement" means the agreement concluded between the Food Standards Agency (FSA) and the Enforcement Authority consisting of these Conditions and any other documents (or parts thereof) specified in the Agreement;

"the FSA" means the Chairman of the Food Standards Agency or his appointed agent in the Agreement;

"the FSA's Representative" shall mean the person authorised to act on behalf of the Chairman of the Food Standards Agency.

"the Enforcement Authority" means enforcement authority or port health authority named in the Agreement;

"the Project" means the purpose for which the grant is made as specified in the Agreement and shall, where the context so admits, include any goods and services to be supplied there under;

"approved" or "approval" means approved in writing;

the masculine includes the feminine and the singular includes the plural, and vice versa.

2. VARIATION

2.1 Any alteration to the Agreement shall be agreed in writing by both parties.

2.2 Any instruction issued orally shall have no effect until confirmed by a written notice.

3. THE GRANT

3.1. The Grant will be **inclusive** of any relevant VAT and shall remain firm and fixed at the level set in the Signed Agreement, which will be up to the level bid for by the Enforcement Authority, for the duration of the Agreement. The specific activities outlined in this proposal should not already form part of programmed expenditure plans for 2014/14.

3.2. The Grant shall be used solely for the purposes set out at Annex A, and is repayable to the FSA if not so used.

3.3. The Enforcement Authority is required to provide a full account of expenditure in respect of the project at the end of the project. This will set out costs incurred during the collection and analyses of the samples separately. This account must be signed by an appropriate financial officer.

3.4. The individual named as the Enforcement Authority's Representative shall be the accountable officer responsible for the grant and its use to carry out the Project.

3.5. If capital assets are created ownership may revert to FSA if appropriate.

4. PAYMENT

4.1. Payment will be made at the stages set out in the table below. The final payment of 60% will not be made until receipt of an Evaluation & Results Report.

4.2. Payment for this work will be made in stages, with two payments in October 2014 (40%) and March 2015 (60%) upon receipt of the data updates and the final evaluation report by 16th March 2015. The payment schedule will be based on the samples taken up until October.

4.3. The final invoice should be submitted with the Evaluation & Results Report. Payment at both stages will be made within 30 days of receipt of a correctly supported invoice.

5. ENFORCEMENT AUTHORITY'S STATUS

5.1 In carrying out the Agreement the Enforcement Authority shall be acting as principal and not as the agent of the FSA. Accordingly:

- a. the Enforcement Authority shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Enforcement Authority is acting as the agent of the FSA; and
- b. nothing in this Agreement shall impose any liability on the FSA in respect of any liability incurred by the Enforcement Authority to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Enforcement Authority that may arise by virtue of either a breach of this Agreement or any negligence on the part of the Authority, his staff or agents.

6. TIME OF PERFORMANCE

6.1 The Enforcement Authority shall complete the project, including provision of an Evaluation & Results Report of the project to the Agency, no later than 16th March 2015.

6.2 The FSA may by written notice require the Enforcement Authority to execute the Project in such order as the FSA may decide. In the absence of such notice the Enforcement Authority shall submit such detailed programmes of work and progress reports as the FSA may from time to time require.

7. AUDIT

7.1. The Enforcement Authority shall keep and maintain until three years after the Agreement has been completed records to the satisfaction of the FSA of all expenditures which are reimbursable by the FSA and of the hours worked and costs incurred in connection with any employees of the Enforcement Authority paid for by the FSA on a time charge basis.

7.2. The Enforcement Authority shall on request afford the FSA or his representatives such access to those records as may be required by the FSA in connection with the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. The Enforcement Authority hereby assigns to the FSA all Intellectual Property Rights (IPR) owned by the Enforcement Authority in any material which is generated by the Enforcement Authority and delivered to the FSA in the performance of the Services and shall waive all moral rights relating to such material.
- 8.2. In performing the Services the Enforcement Authority shall not infringe the IPR of any third party. Where there are prior rights or rights of third parties in any material, the Enforcement Authority shall obtain Approval before using the material and this Approval shall include the right of the FSA to use, copy, modify adapt or enhance the material.
- 8.3. The Enforcement Authority shall indemnify the FSA and the Crown against all actions, suits claims, demands losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.
- 8.4. Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Enforcement Authority or which is prepared or obtained under the Enforcement Authority's direction or control under this Agreement shall be vested as copyright in the Crown.
- 8.5. Without prejudice to Condition 7 - Right of Audit, the Enforcement Authority and his sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of this Agreement, without the written permission of the FSA.
- 8.6. The Enforcement Authority and his sub-contractor's shall not refer to the FSA in any advertisement without the FSA's written consent.
- 8.7. The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising, without limitation of time.

9. INDEMNITY AND INSURANCE

- 9.1. The Enforcement Authority warrants that it will use its best endeavours to avoid damage to property or injury to persons in carrying out the Agreement.
- 9.2. Without prejudice to any rights or remedies of the FSA the Enforcement Authority shall indemnify the FSA and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from carrying out the Agreement or the negligent or wrongful act or omission of the Enforcement Authority.
- 9.3. The Enforcement Authority shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions. The level of cover shall take into account the liability which may be incurred given the nature of the work to be undertaken. At the request of the FSA the Enforcement Authority shall produce the relevant policy or policies together with the receipts or other evidence of payment of the latest premium due there under. Such policies

shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Enforcement Authority.

10. CONFIDENTIALITY

10.1 The Enforcement Authority undertakes to treat any information derived from or obtained in the course of the Agreement as confidential and to take all the necessary precautions to ensure that his employees and sub-contractors and their employees treat any information as confidential and in doing so the Enforcement Authority shall ensure that his employees and sub-contractors and their employees keep secret and not disclose information of a confidential nature obtained by him or them by reason of this Agreement.

10.2 The provision of paragraph 10.1 shall apply during the continuance of this Agreement and after its termination howsoever arising without limitation of time.

11. RECOVERY OF SUMS DUE FROM THE ENFORCEMENT AUTHORITY

11.1 The deadlines set out in paragraph 6.1 of these conditions remain fixed. Future payments may be withheld and the Agency may recover payments already made if these deadlines are not met.

11.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Enforcement Authority, such sum may be deducted from any sum or sums then due or which at any time thereafter may become due to the Enforcement Authority under this Agreement or under any other agreement or Agreement with the FSA or with any department, agency or authority of the Crown.

12. DEFAULT

12.1 Should there, in the sole opinion of the FSA be any failure on the part of the Enforcement Authority to perform any obligation or service required of him under this Agreement, or should the Enforcement Authority be otherwise in breach of any condition of the Agreement, the FSA may, without prejudice to any other rights, remove part or whole of the work required to be performed under this Agreement, or terminate this Agreement summarily; and if the FSA should then make alternative arrangements for the performance of the Contracts by a third party the FSA shall be entitled to recover from the Enforcement Authority any additional expense incurred over the remaining term of this Agreement. Under such circumstances no further payments which may become due to the Enforcement Authority shall be paid until the full cost of re-establishing the Agreement with the third party have been established.

13. TERMINATION

13.1 In addition to the rights of termination under paragraph 12 the FSA shall be entitled to terminate this Agreement by giving to the Enforcement Authority not less than sixty days notice to that effect.

13.2 Termination under paragraphs 12 or 13 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the FSA and shall not affect the continued operation of any other conditions included in this Agreement.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Enforcement Authority shall not without the written consent of the FSA assign or sub-Contract the whole or any part of this Agreement. No sub-contracting by the Enforcement Authority shall in any way relieve the Enforcement Authority of any of his responsibilities under this Agreement even with the consent of the FSA as aforesaid.

14.2 Where the Enforcement Authority enters into a sub-contract for the purpose of performing the Agreement, or part thereof, he shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor within the specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

15. NOTICES

15.1 Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

16. SEVERABILITY

16.1 If any condition or provision of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.

16.2 If any portion of this Agreement shall be terminated or amended by written notice, for any reason whatsoever, such limited termination or amendment shall not affect the Agreement as a whole and the remaining portion of the Agreement shall remain unaffected and intact.

17. WAIVER

17.1 The failure of either party at any time to enforce any provision of the Agreement shall in no way affect its rights thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision itself.

18. GOVERNING LAWS

18.1 These Conditions shall be governed by and construed in accordance with English law and the Enforcement Authority hereby irrevocably submits to the jurisdiction of the English courts.

18.2 The Enforcement Authority shall comply with all and any laws, Acts of parliament, enactments, orders, regulations or other similar instruments which may, in any way, pertain to the performance of this Agreement. Breach of any such laws, Acts, enactments, orders, regulations or other similar instruments shall be deemed a breach of this Agreement.

18.3 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order regulation or instrument.

19. HEADINGS

19.1 The headings to Conditions shall not affect their interpretation.

Annex 2 - Financial Arrangements

Payment for this work will be made in two stages, with payments in October (40%) and March (60%) upon receipt of data and the final evaluation report by 16th March 2015. The payment schedule will be based on the samples taken within each quarter and the receipt of data in the required format and level of detail.

A breakdown of the payment schedule is given below

Payment will be made by BACS. These details are usually set out on invoices, but if this is not the case, please could you send your BACS information attached to the invoice. All invoices should be sent to electronically to our Finance Section at Accounts.Payable@foodstandards.gsi.gov.uk

Break down of cost:

Total funding awarded	£XXXX.XX
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Important details for invoices

Please could the following details be included on all invoices for payment:

- For the attention of Michelle Young

In respect of "National coordinated risk-based food sampling programme 2014/14 - part payment".

- Cost Centre Code 85340
- Project Code xxxxx
- Account code 2450
- Purchase Order number
(this will be emailed to you from standards.support@foodstandards.gsi.gov.uk)

Annex 3 – The Agreement

Contract for financial support for National coordinated risk-based food sampling programme 2014/15

This is to confirm the award of the above-mentioned contract between **ENFORCEMENT AUTHORITY / GROUP NAME** and the Food Standards Agency for a grant of up to £XXXX.XX for additional food analysis/sampling, this agreement confirms that **ENFORCEMENT AUTHORITY / GROUP NAME** agrees to be bound to the conditions of this Agreement which shall comprise of:

- This Agreement;
- The sampling and analysis programme and funding proposals as detailed on page 2, Annex 1 (The Survey Requirements), Annex 3 (The General Conditions of Agreement), and Annex 2 (Financial Arrangements) of this letter.

You are hereby requested to indicate your acceptance of this Agreement by signing two copies of this letter of agreement and return both copies to the FSA. One copy signed by the FSA will be returned to you, the other copy will retained by the FSA for its records.

The Form of Agreement must be signed unaltered in any way: any amendment to the Form of Agreement without prior written approval of the FSA will render the document void.

Signed _____
(On behalf of the LA/PHA)

Signed _____
(On behalf of the Food Standards Agency)

Name _____
(Print)

Name: Gillian Asbury

Date _____

Date _____