

To: Head of Environmental Health Services (England)
Chief Port Health Officers (England)
FAO Lead Officer for Food Safety

Copies: CIEH, LACORS, TSI, APHA

8 May 2006

Reference: ENF/E/06/036

Dear Colleague

**SECOND TRANCHE OF SAFER FOOD, BETTER BUSINESS SPECIAL GRANT
SCHEME - Support for local authorities in England to help businesses develop
food safety management procedures.**

This letter:

- Invites local authorities to apply for second tranche grants to help implement SFBB in catering and retail businesses
- Updates local authorities on the SFBB support materials available and planned for the future.

Background.

1. My letter in May last year (ENF/E/05/019) set out the background to the development of Safer Food Better Business (SFBB) and detailed the Agency's support arrangements for local authorities to assist businesses in the catering sector.
2. The Agency launched the SFBB Pack for caterers, a toolkit for local authority officers and the first tranche of the Special Grant Scheme in September 2005. To date, the Agency has distributed over 100,000 copies of the SFBB pack. Fifty four SFBB projects involving 157 local authorities and funding of around £5.5m are now under way. Initial feedback on the pack from businesses has been excellent, with a high demand for training places.

Second Tranche

3. The second tranche of the special grant scheme will have the following characteristics:-

- Grants will be provided for projects that improve food safety **using SFBB** to the benefit of consumers;
- Grants will be awarded on a **phased basis** to allow for effective Agency management of the scheme and for appropriate Agency support to be provided to local authorities that require it. Applicants will be asked to give their preferred start date – either October 2006, January 2007 or April 2007 (please note all projects must end by March 2008);
- **Priority** will be given to those applications that have secured **supplementary funding** from other sources including local authority “in-kind” contributions, EU funding, or contributions from any other bodies;
- Depending on the number and monetary value of grant applications received, applicants may be asked to **scale down** their project before agreement, e.g. in terms of the number of businesses targeted. The potential to scale the project up or down should be taken into consideration at the planning stage and indicated in the grant application;
- Applicants that were successful in the first tranche of awards are eligible to apply in this second round, but **priority** will be given to those **applicants that received no funding, or limited funding, in the first round**. (N.B. All second tranche applicants need to complete and submit the new application form (Annex 1) in order to be considered);
- **Collaborative applications** from neighbouring authorities or authorities working in conjunction with other local stakeholders will be particularly welcome, especially where they **show added value and/or bring supplementary funding or resources** by collaborative approaches. However, smaller scale applications based in a **single local authority** will also be welcomed;
- Authorities **can use their own staff** for the projects or **contract staff/trainers** who have an equivalent level of competence. The Agency will continue to provide

free training in SFBB for enforcement officers and other local authority staff. The Agency also has a **national framework support contract to provide for appropriate trainers** in place which authorities will be able to use if they wish to do so;

- Authorities will have **flexibility** to devise the type of implementation activity and the arrangements for project management at a **local level** and will be expected to **demonstrate the rationale** behind any approach taken;
 - Grant applications are expected to take into account the lessons learned from both the SFBB development activity as well as the first tranche of SFBB grants, and **demonstrate how success would be achieved**. Annex 4 attached to this letter provides further information on criteria for success and some practical tips based on first tranche experience. The first edition of an SFBB Newsletter, issued as a supplement to the May edition of FSA News, and available electronically at <http://www.food.gov.uk/multimedia/pdfs/sfbbnewsletter1.pdf> also details some case studies contributed by local authorities.
 - Applications should also say how **future sustainability** of this work will be addressed.
4. As with the first tranche of grant applications LACORS, British Hospitality Association (BHA) and other key stakeholders will be asked to form an external appraisal panel to assess applications submitted;
 5. Local authorities that wish to make an application for a grant should complete the form given in Annex 1. (Details about the timescales are given in Annex 3 and the criteria against which applications will be assessed is summarised in Annex 4.)
 6. The following information is provided in Annexes to this letter:

Annex 1: The application form for funding. (N.B. This has been amended in the light of experience and feedback from local authorities on the first tranche applications. The previous application form should **not** be used.)

Annex 2: Guidance on how to complete the application form.

Annex 3: Timescales for the grant scheme.

Annex 4: Further information for applicants including selection criteria for projects.

Annex 5: A framework agreement to provide trainers that meet the competency requirements for delivery of SFBB, which projects can make use of if they wish to.

Annex 6: A draft contract outlining the terms and conditions of a successful application.

Annex 7: An update on the support materials currently available and our plans for future development.

7. More background information can be found in the paper presented and agreed by the Agency's Board at its open meeting in March 2005, which can be found on the Agency website at:

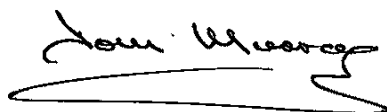
<http://www.food.gov.uk/multimedia/pdfs/fsa050302.pdf>

<http://www.food.gov.uk/multimedia/pdfs/fsa050302a.pdf>

8. I hope this information will assist you in making an application for funding. However, if you require any clarification or wish to discuss details of your application further, please contact Ann Reason on 020 7276 8139, Nowshad Choudhury on 020 7276 8840 or email HACCPTeam@foodstandards.gsi.gov.uk

9. Please note that the deadline for applications to this scheme is 30 June 2006. The Agency will advise all applicants of the results of the project appraisal process by mid August.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Tom Murray', with a long horizontal flourish underneath.

Tom Murray

Head of Food Hygiene Implementation Division

Annex 2

GUIDELINES FOR THE COMPLETION OF 'SAFER FOOD, BETTER BUSINESS' SPECIAL GRANT SCHEME APPLICATION FORM.

This document provides guidance to potential applicants on how to complete the application form for Safer food, better business Special Grant Scheme funding.

The form **must** be used when applying for funding by the Food Standards Agency. The form is designed for applications involving single or multiple participants. **Applications made using the previous Agency application form will not be accepted.**

For each application, applicants must submit **1 electronic copy** of the completed form in Microsoft Word format (as floppy disk, CD-ROM or as an e-mail attachment) plus **1 printed copy with original signatures.**

PLEASE COMPLETE THE FORM USING A FONT SIZE NO LESS THAN 12pt

The Application Form is divided into four discrete parts:

Project Overview

Project Plan including Milestones, Outputs and Outcomes

Project Finances

Declaration

The text boxes used in the form are auto-expandable throughout.

If problems are encountered, it is acceptable for the information requested to be appended on additional sheets, but you must make it clear which text box the additional information relates to.

Food Hygiene Implementation Division

Food Standards Agency

Room 415B, Aviation House

125 Kingsway

London

WC2B 6NH

Tel No: 020 7276 8840

Email: HACCPTeam@foodstandards.gsi.gov.uk

Project Overview

- **Full Project Title**

Please enter the project title which should reflect the aim of the project clearly and succinctly.

- **Project Lead Contractor**

The Project Lead Contractor will normally be a local authority. A contact at the local authority should be detailed here. This is the person who has taken responsibility for preparing the project application and who acts on behalf of the local authority in a single application, or all the participating organisations in a collaborative application. If successful, the project Lead Contractor will take overall responsibility for delivery of the agreed work plan and for the financial aspects of the project, for themselves and other participating organisations. This will include administering any payments to other participating organisations or sub-contractors in the project.

- **Project Bid Partners**

If the project includes collaborative working with other organisations then details of all project partners, including Name, Organisation, Department, Address, Telephone Number and Email should be provided.

- **Project Summary**

The summary should provide the reader, at a glance, with a clear understanding of the application's objectives and how they will be achieved. This should include brief details of the types of businesses to be targeted, how they will be recruited, how training will be delivered and how they will be evaluated. The summary should use **no more than 1000 characters, including spaces.**

Applicants should note that it will not be possible to process applications in the absence of a project summary.

- **Duration**

The project duration (in months) should be specified and should be between 6 and 18 months. Projects should not extend beyond March 2008.

- **Proposed start date**

Applicants should consider current commitments, and the time taken to agree contracts in deciding start dates. The Agency is proposing to fund projects on a phased basis to allow for effective management of the scheme and for appropriate support to be provided. Start dates of October 2006, January 2007 and April 2007 are proposed. Applicants should therefore note their preferred start date on the form, and factor this into their schedule of milestones.

Project Plan, including Milestones, Outputs and Outcomes

If the application is successful, information detailed here will form the basis of the contract with the Agency.

This section should be clear and concise, not exceed 3 pages, and should be written in the third person.

- **Project Plan**

A project plan should be presented which clearly describes:

- how the project will be managed;
- the methods/approaches to be used in the project;
- the resources and how they will be used;
- the businesses targeted;
- the tasks that are necessary to achieve the milestones;
- how any collaborations will add value;
- any specific local benefits;
- how the project will be evaluated; and
- proposals for the future sustainability of the work.

You should also make provision for contingency arrangements as part of your project plan – for example, your proposals for responding to a lack of interest in the training on offer or to over-subscription.

You should use the separate boxes/tables that are provided, to record details about the specific roles of each participant, how quality will be ensured, milestones and expected outputs and outcomes.

The plan should take account of the supplementary information provided to applicants in Annex 4 of the Agency's letter of x April, and should provide a rationale for the approach taken.

- **Role of participants**

This box should be used to detail the involvement and responsibilities of all organisations involved in the project.

- **How quality will be ensured?**

This box should be used to detail the arrangements for assuring the quality of the project. This should include aspects such as decision-making structures, communication flow and co-ordination of tasks between participating organisations. You should also describe any specific measures that will be used to ensure quality including feedback arrangements from businesses and any checks on the effectiveness of trainers. Any QA systems and procedures should be clear and auditable, and may include compliance with internationally accepted quality standards, e.g. ISO 9001.

- **Milestones**

(These should be detailed in the table provided.)

N.B. Grant payments will be made in accordance with the milestones detailed in the table, in arrears, on production of evidence to demonstrate achievement.

Please ensure that if your project continues beyond March 2007 (the end of the financial year), a milestone up to 31/03/2007 is included, with the appropriate costs.

- **Milestone number**

All milestones declared should be numbered (e.g. 01, 02, and 03). The table can be expanded to include additional milestones as appropriate.

- **Milestone description and evidence of its achievement**

The milestones which the project is expected to achieve should be detailed here, expressed in a measurable and verifiable form. These should be the key events in the project proposal (e.g. recruit Project Manager, run x workshops for businesses, complete x evaluation visits to food businesses, produce final project report etc.).

The evidence you propose to provide to demonstrate achievement of the milestone and the funding allocated to it should be detailed. Evidence may include:

- copies of adverts/contracts for project managers;
- copies of attendance records for business workshops;
- reports on numbers of evaluation visits and summaries of evaluation findings;
- production of minutes of meetings related to the project;
- interim/final report on project results;
- checked invoices / summary information from contractors, e.g. relating to coaching visits;
- Confirmation of staff time spent on project and evidence of back-filling / cover arrangements.

- **Target date**

This should be the date by which each milestone will be delivered, expressed in day, month and year form (e.g. 31/07/2004.) Milestones should be at intervals throughout the life of the project and the time period between two consecutive milestones should not be greater than three months.

- **Amount of funding allocated to milestone**

The amount of grant funding that is allocated to each milestone should be detailed. If applicable, VAT should be included within the amount allocated and a monetary value should be stated rather than a percentage figure.

You should consider your invoicing arrangements and any agreements with contractors when finalising funding allocations, as invoices will be paid against milestones achieved. Salary payments for Project Managers for example, should be spread throughout the life of the project to reflect the contribution made at each stage of the project.

The sum of the funding allocated to the milestones should correspond with the total grant being applied for, including VAT, as detailed in Table 1 of the Project Finances Section.

Outputs & Outcomes

(These should be detailed in the table provided.)

This table should detail the final outputs and outcomes by which the success of the project will be measured. Examples have been outlined in the table, which can be expanded to include further outputs or outcomes defined by the applicant. Any examples that are not applicable should be deleted.

The number of businesses must be detailed for each output/outcome where appropriate.

Project Finances

If the application is successful, the information detailed here will form the basis of the contract with the FSA.

Where an application is made as a collaboration with more than one organisation, including any sub-contractors, responsibility for delivery of the project and payments to those other organisations will rest with the Project Lead Contractor.

Table 1 - SUMMARY OF GRANT APPLIED FOR

This table should outline details of the grant being applied for. It should include a summary of the grant costs for all of the participating organisations.

If any participating organisation expects to charge VAT for any part of the work, the costs must be clearly stated as the cost excluding VAT, the VAT chargeable and the cost including VAT. If the Agency is concerned about the nature of the VAT being levied, the Agency may require the applicant to obtain written confirmation from HM Customs.

VAT charges not identified in the application or included in any resulting contract will not be paid by the Agency.

Please note: The Agency is not able to provide advice or opinions to applicants on the VAT status of any services supplied by the applicant to the Agency nor on the status of any supplies made to the applicant by their own subcontractors. It is the responsibility of the local authority or participant to confirm the VAT status of services to the Agency with their own Finance Department or their local VAT office.

You should also read the footnotes to Table 1.

Table 2 – BREAKDOWN OF GRANT APPLIED FOR

This should include a detailed breakdown of all costs included in Table 1 and the total costs in this table should equal the total grant applied for in Table 1.

- **Staff costs**

You should include the costs of the personnel that will be working directly on the SFBB project, including any evaluation work, (but not including time spent on routine inspections). Your costing must provide a detailed breakdown for each participating organisation, showing:

- For existing staff - the amount of staff time (e.g. number of days, months or years) and relevant unit cost, based on annual salary or overtime rates where relevant;
- For any staff to be recruited - the relevant annual salary cost (including weighting allowances, employers NI and Superannuation) of each person and the proposed pro rata cost proposed for the project;
- the resulting staff costs for each participating organisation;

Please note that where local authority staff costs form part of the application, it is essential that information is provided as to how their existing duties are to be covered, for example by overtime or back-filling. This is to ensure that grant monies are not used to duplicate staff costs already paid for by the local authority. (Evidence of overtime/back-filling arrangements may be requested.)

Payment cannot be made for Local Authority staff to attend free training that the Agency is providing. Where costs have been included for participants in the proposed project to attend any external training courses, details will need to be provided in the Project Plan, outlining its relevance and how it adds value.

- **Additional costs**

Your costing must provide a detailed breakdown of additional costs for each participating organisation.

You should include here any costs related to the proposed work that do not readily fit under the headings provided e.g. any venue rental charges, recruitment costs, stationery materials, the setting up and running of workshops, the hire of equipment, travel expenses and other overheads.

Eligible travel costs are those that are essential for the conduct of the project and for effective management and co-ordination between its participants. General visits to conferences and similar functions in the UK or elsewhere and any foreign visits will not normally be regarded as an eligible cost. Exceptionally, however, such costs may be included where you can demonstrate to the Agency's satisfaction that the visits are integral and essential to the project.

Where travel costs are necessary, please provide details of their frequency, purpose, estimated mileage and rate per mile (for road travel), air or rail fares, and number of persons travelling.

Please do not include any capital expenditure (money used to acquire or upgrade physical assets, such as IT equipment) as part of the project costs, as the Agency will not be able to pay for this. The Agency would be able to pay the costs for hiring equipment.

In general, costs for development of local websites will not be funded, although local authorities would be encouraged to provide links to the Agency's website and the information provided on SFBB.

- **Training Costs**

Details should be provided of any training services such as workshops/ seminars/ coaching sessions that are to be delivered as part of the proposed project, including the unit cost, the time per unit and the number of units required.

If you wish to make use of the support services that the Agency has arranged under its framework agreement with CMI, you should include details of the costs here.

Table 3 – DETAILS OF SUPPLEMENTARY FUNDING

This should include any costs to be met by bodies other than the Agency including local authority 'in-kind' contributions expressed as a cash value (this may be an estimate), EU funding and any other contributions as appropriate.

Columns 1 and 2 of this table should be the same as columns 1 and 5 of table 1.

Ineligible Costs

The following are excluded from eligible costs:

- interest charges;
- hire purchase interest and any associated service charges;
- profit earned by a subsidiary or by an associated undertaking on work sub-contracted under the project; and
- recoverable VAT (an allowance may be negotiated with organisations with limited scope for recovery of input VAT).
- contingency allowances expressed as an arbitrary percentage overall addition to eligible costs.

Declaration

The budget holder at the Project Lead Contractor should sign the project application form. This confirms that they:

- agree to and authorise the offered commitments to the Agency in the application;
- that they have read and are content to comply with the Agency's standard Terms and Conditions;

Any queries or requested deviations or variations from the Agency's standard terms and conditions should be recorded, in writing, as an annex to the proposal.

Before you submit your application, you may find it helpful to:

- Ask somebody who is not associated with preparing the bid to review your application against the specification using the selection criteria.
 - Do they find the application easy to follow?
 - Is adequate information provided to assess the application against the criteria?
 - Consider their comments and decide whether the application needs amending before submitting it to the Agency by the stated deadline.
 - The quoted deadline of **30 June 2006** for receipt of applications is not negotiable and cannot be extended. Applications received after the deadline specified cannot be considered.
-

Annex 3

Time-scales for the Grant Scheme:

Activity	Date
Invitation to apply for grant	8 May 2006
Applications to be submitted	30 June 2006
Application appraisal completed	9 August 2006
Applicants informed of outcome	18 August 2006
Initial projects commence	2 October 2006
Phased projects commence	2 January 2007
Phased projects commence	2 April 2007

Annex 4

Further information for applicants including selection criteria for projects

This Annex contains specific information to assist you in drawing up projects that the Agency will be able to fund. It details the selection criteria and explains the other considerations that will impact on the Agency's ability to award funds.

Selection criteria

- **Focus on small caterers and retailers:**

SFBB was specifically designed for small caterers and the new SFBB pack for retailers is also designed for small businesses. Any project proposal must focus on implementing SFBB in these businesses.

Within these groups, the businesses targeted by projects will depend on local circumstances, the activity already undertaken by the local authority and might be influenced by risk rating category and scheduled inspection dates. Availability of Agency support materials for businesses providing ethnic cuisines should also be considered when drawing up project plans. Applicants should include the rationale for their targeting of businesses within their application.

The SFBB pack for retailers is designed as a core pack for businesses that do not handle or prepare food together with a cooking supplement for those that do. The pack is designed so that the former group should be able to implement it themselves without 1:1 coaching. Businesses that need the cooking supplement may benefit from 1:1 coaching where resources are available. Authorities should take this into account when formulating proposals.

- **Use of the SFBB toolkit:**

Applications should be for funding of projects that assist catering/retail businesses in implementing SFBB. Experience from the trials and the first tranche has shown that an approach, which involves initial workshops

followed by coaching on site at the business premises, works well. Experience has also shown that workshops that are participative, with up to 20 attendees have been successful. However, applicants will need to use local knowledge and flexibility in deciding on issues such as venues/times and the mix of businesses at each seminar. In addition it has been shown to be useful to get businesses to complete at least one safe method at a workshop and then commit to starting to complete the remainder of the pack before their coaching session.

- **Supplementary funding to increase value:**

Priority will be given to applications that secure additional funding from external sources to add to the funds provided by the Agency. This may be either in money terms or by the addition of costed 'in kind' services so as to increase the scale of the project or to give a greater guarantee of success.

- **Number of businesses assisted:**

The Agency will want to demonstrate that the funds it allocates have resulted in an improvement in the standards of food safety in catering and retail businesses. Proposals should indicate:

- The number of businesses targeted and where applicable, the numbers of seminars/workshops and coaching sessions planned. In scheduling this support, applicants should note that experience has shown that coaching is most effective when carried out within 1-3 weeks of any initial workshop;
- The nature of improvements aimed for, including the numbers of businesses where SFBB will be implemented or where significant progress towards implementation will be achieved.

When considering the outputs and outcomes of any project, the Agency will wish to see a particular focus on increasing the numbers of businesses that are able to improve food safety management as a result of the introduction of SFBB.

Experience from the first tranche shows that take up of the support packages offered has generally been high, particularly post January 1 2006. However, it is clear that there are local variations and that there is a need for a flexible approach. Applicants should therefore draw on their local knowledge to consider likely attendance rates at seminars as well as the likely take-up of any coaching sessions. It will be important to get the commitment of the businesses targeted and it would be useful to consider strategies to motivate businesses to attend workshops and coaching sessions. Examples of advertising material developed during the first tranche will be made available for local authorities to use as templates.

It will be important to include contingency arrangements for low take up rates as well as for over-subscription.

Applicants should also note that depending on the number and monetary value of the applications received in this second tranche, the ability to scale down the number of businesses to allow for a wider spread of projects may be needed. The potential for this should be indicated in the grant application.

- **Value for money:**

All projects should demonstrate that the costs and activities planned are appropriate to delivering the SFBB support arrangements in a cost-effective way and to the appropriate quality standards.

- **Collaborative working with local organisations and networks (e.g. catering colleges, Regional Development Agencies, trade associations and Local authorities in Regional Food Groups):**

The Agency wishes projects to make the best possible use of skills and resources available from a range of organisations. We would also encourage applications that enable more businesses to be reached because of the involvement of key local stakeholders.

We welcome the economies of scale that may be achieved by collaborative applications between local authorities and other potential partners.

Where collaborative projects are planned, it is particularly important that participating organisations study the draft contract document as early as possible in order that any queries or problems can be addressed.

Project management is important and experience from the first tranche of grants shows that it should not be underestimated. Arrangements need to be carefully thought through and detailed in the project proposal. Recruitment of businesses and scheduling them for workshops and coaching can consume significant resources and time, which should be allowed for in project plans.

- **Capacity building/sustainability**

We will give priority to projects that demonstrate a capacity to build on the initial funds allocated, so as to deliver a sustained increase in the applicant's ability to support businesses once the funded project has been completed.

The scheme should ideally be used to increase the capacity of the authority, or more generally the region, to provide assistance to businesses and become centres of excellence.

- **How the focus of the project addresses local challenges and issues:**

Projects should demonstrate their consideration of the challenges faced in the local area where activity is targeted and that they have been focused to meet the needs of the specific types of businesses and communities. Local benefits of the project should be detailed.

- **Quality control:**

Applicants should consider carefully the mechanisms by which they will ensure the quality of the deliverables outlined in their project. Issues such as the quality of coaching or other training support will need to be considered as well as how this will be evaluated. Training of staff, project monitoring arrangements and any processes aimed at ensuring quality and consistency should be detailed.

- **Project evaluation mechanisms proposed:**

The project should have mechanisms in place to assess whether the milestones have been delivered and the specified outputs and outcomes have been achieved.

The evaluation form and guidance provided by the Agency as part of the toolkit should be used to evaluate implementation of SFBB. Applicants may also wish to consider using the Code of Practice risk rating hygiene compliance and confidence in management scores. Applications should detail when such evaluations will be made and the number of assessments planned.

- **Competence of coaches**

In order to ensure consistency, the Agency has developed a framework of competencies for people who coach businesses in the SFBB approach. Proposals should outline how the staff suggested have or will develop those competencies. The key ways of doing this are likely to be:

- Have attended an FSA training course (The Agency is continuing to fund free training for local authority officers currently provided by Highfield under contract. Dates of forthcoming courses are posted on the Agency website); or
- Have previous experience of delivering the SFBB approach through participation in the Local Authority trials; or
- Are delivering coaching services under the national framework contract currently negotiated with CMi; or
- Be able to demonstrate an equivalent mechanism / competencies relevant to the delivery of SFBB

The following competencies have been identified for the delivery of SFBB:

- food safety knowledge – e.g. advanced level qualification or equivalent
 - knowledge of HACCP principles – a HACCP qualification
 - knowledge of the industry (focus on small catering businesses)
- To include:

- catering practices/equipment/terminology/standards
- specific catering sectors and the issues present within each sector
- the management skills and business culture within catering businesses/sectors
- the SFBB model and how to use it
- legislative/legal requirements and the flexibility within the legislation
- effective communication / interpersonal skills
- cultural awareness
- motivational skills
- investigative skills

The Agency recognises that many of the people working in this field will already have a significant number of these competencies.

- **Length of projects**

The length of projects should be between 6 and 18 months. The Agency is proposing to fund projects on a phased basis to allow for effective Agency management of the scheme and for appropriate Agency support to be provided to local authorities that require it. Start dates of October 2006, January 2007 and April 2007 are proposed. Applicants should therefore note their preferred start date on the form, and factor this into their schedule of milestones. Projects must be completed by 31 March 2008.

- **Expected Costs**

Costs should be appropriate for delivery of the project outputs and demonstrate value for money. If possible, applications should indicate whether activity can be scaled up or restricted.

- **Previous work on SFBB**

All local authorities are eligible to apply for grants, but priority will be given to those local authorities that received no funding or limited funding in the first tranche of awards. Applicants are also asked to detail any non grant funded work that they have carried out locally with businesses on SFBB in their area.

Annex 5

Details of services available under the framework agreement with Local Authorities

1. The Agency has put in place a framework agreement to provide coaches to work with businesses and to provide assistance with project management. Details of the services available are outlined here. Where Local Authorities apply for funding they may wish to make use of the services outlined in their projects. Such services can be used to scale up smaller projects where appropriate. There is no obligation on an applicant to make use of these services.
2. Where applicants wish to include these services in project plans they should first consult with the service provider, CMi plc (contact details provided below).
3. Costs for services are to be included in applications for funding and the Local Authority will manage the provision and payment of any services agreed.

4. CMi Contact Details:

Chris Pratsis
Business Development Manager
Tel: 07092 804678
Mob: 07831 859424
Email: chris.pratsis@cmi-plc.com

CMI Services

Shown in the table below are the service offers for the FSA and LAs.

Service	Definition of Service	Details	Cost
1 Resource Contract	1a) CMI Field-Based Resources managed by LA and business appointments co-ordinated by LA	<p>CMI provide resources for Group Training and Coaching to work under the management supervision of the LA</p> <p>CMI to provide</p> <ul style="list-style-type: none"> • Experienced coaching team for business coaching • Coaches for business training seminars • Reporting on business status <p>LA to provide</p> <ul style="list-style-type: none"> • Business information • LA to make business appointments in effective clusters ideally by capture of appointments at group training sessions • Support management to liaise with CMI • Co-ordination of CMI personnel 	<p>£225 per Group Training session Approximately 3½ hours</p> <p>£99 per Business Coaching Activity 3 hour</p> <p>Note:</p> <p>Where interpretation services or ethnic coaches are used, these will be subject to specific cost negotiations with CMI to meet specific ethnic and LA needs and provide value for money</p>

Service	Definition of Service	Details	Cost
1 Resource Contract (continued)	<p>1b) CMI Field-Based Resources managed by CMI</p> <p>Any co-ordination of business targeting and recruitment by CMI will be at the Project Management fee rates on table 2 below.</p>	<p>CMI provide resources for Group Training and Coaching to work with businesses from LA authority target lists.</p> <p>CMI manage the resource and confirm to LAs appointment and completed work</p> <p>CMI to provide</p> <ul style="list-style-type: none"> • Experienced coaching team for business coaching • Coaches for business training seminars • Jointly with LA capture business appointments at the group training sessions • Reporting on business status • Co-ordination of CMI personnel <p>LA to provide</p> <ul style="list-style-type: none"> • Business information • Jointly with CMI capture business appointments at the group training sessions • Support management to liaise with CMI 	<p>£235 per Group Training session Approximately 3½ hours</p> <p>£110 per Business Coaching Activity 3 hours</p> <p>Note:</p> <p>Where interpretation services or ethnic coaches are used, these will be subject to specific cost negotiations with CMI to meet specific ethnic and LA needs and provide value for money</p>

Service	Definition of Service	Details	Cost
2. Project Management Assistance	Assisting Local Authorities in Management of the Implementation of SFBB	<p>CMi service includes assisting local authorities with project definition, business targeting, introduction of Trainers and Coaches from CMi and co-ordination of other parties involved specific SFBB project approaches.</p> <p>Other service attributes as agreed with LA</p>	<i>£400 per day based on service specification with LA and agreed number of project management days</i>

All items are exclusive of VAT, reasonable disbursements and mileage or travel cost as agreed with the local authority. Mileage at 45p per mile or other mileage formulae agreed between the LA and CMi (contractor) that does not exceed an overall mileage budget based on 45p per mile

Assumptions

- The LAs will facilitate introductions to the businesses via premises registration with contact details
- The FSA will provide the SFBB packs directly to the LAs for use by the businesses/CMi
- Unless otherwise agreed and costed the LAs will provide venues for the Group Training sessions
- A minimum time period will be agreed from the end of the implementation of SFBB into a business and any subsequent LA enforcement inspection to allow effective implementation of the model
- CMi will provide effective systems to communicate with the LA's and the FSA
- Payments will be paid for "no-show" business appointments or seminars when the business cancels within 48 hours of the scheduled appointment where confirmed
- Timings – Coaching fees based on a 3 hour Coaching session per business based on ideally 1 visit or 2 visits maximum
- Timings – Training sessions fees based on 3 ½ hour session
- Timings – Consulting fees based on a 7 ½ hour day or hourly pro-rata fees of £65.33 per hour
- CMi will work LAs to source and provide Coaches for ethnic businesses.

DRAFT AGREEMENT

Annex 6

- THE AGREEMENT -

Invitation to apply for financial support for *Safer food, better business* Special Grant Scheme In 2006/07

Subject to acceptance by the Food Standards Agency of the application made by ⁽¹⁾ for a funding of £ , for the ***Safer food, better business* Special Grant Scheme**, this agreement confirms that ⁽¹⁾ agrees to be bound to the conditions of this Agreement, which shall comprise of:

- This Agreement;
- Outline of requirements at Annex A
- Price proposals at Annex B
- Administration Instructions attached at Annex C
- The General Conditions of Agreement attached at Annex D

You are hereby requested to indicate your acceptance of the terms and conditions of this Agreement by signing your application form and returning it to the FSA. Should your application be successful the information provided within it will be used within this Agreement.

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 _____

Signed _____

(On behalf of the Local Authority)

(On behalf of the Food Standards Agency)

Name _____
(Print)

Name _____
(Print)

Date _____

Date _____

(1) Please insert the name of the Local Authority

OUTLINE OF REQUIREMENTS

This information will be completed from information provided on the application form

A.1 Project plan

Project Plan

Role of Participants

How quality will be ensured?

--

Milestones to be achieved during the project duration

Milestone number	Milestone description – including evidence of its achievement	Target date	Amount of funding allocated to milestone (£)
01			
02			
03			
04			
			TOTAL:

Output & Outcomes to be achieved during the project duration

Output & Outcomes
X Businesses contacted re SFBB
X SFBB Workshops/seminars held
X Businesses attended workshops
X 1:1 coaching sessions held with businesses
X Businesses to have received 1:1 coaching
X % of businesses reporting that workshop/ coaching system has helped/ will help improve their food safety management
X Businesses evaluated for implementation of SFBB
X Businesses expected to have shown an improvement in their Confidence in Management score
X Businesses expected to be making satisfactory progress towards implementation of SFBB
X Businesses expected to have fully implemented SFBB

PRICE SCHEDULE / OUTLINE PRICE PROPOSALS

- B.1 The costs in the tables below will be taken from the costs provided on the application form.
- B.2 Where funding includes VAT, this must be shown separately on invoices submitted.

Table 1 - SUMMARY OF GRANT APPLIED FOR

This table only includes details of the grant being applied for.

Participant Name	Staff costs	Additional costs	Training costs	Grant applied for (£)
Total cost, ex-VAT (£)				
VAT (£)				
Total cost of grant applied for, incl.-VAT (£)				

Table 2 – BREAKDOWN OF GRANT APPLIED FOR

This table provides a more detailed breakdown of the grant being applied for. Details should be included for each participant in Table 1.

Cost Breakdown	Total net cost (£)
Staff costs	
VAT (Where applicable)	
Sub-total	
Additional costs	
VAT (Where applicable)	
Sub-total	
Training costs	
VAT (Where applicable)	
Sub-total	
Total Project Costs Excluding VAT (£)	
VAT (£)	
Total Project Costs Including VAT (£)	

Table 3 – DETAILS OF SUPPLEMENTARY FUNDING

This table provides details of any supplementary funding over and above the grant being applied for in Table 1.

Participant Name	Grant Applied For (£)	Supplementary funding (£)	Total Cost of Project (£)
Total cost, ex-VAT (£)			
VAT (£)			
Total cost, incl.-VAT (£)			

ADMINISTRATION INSTRUCTIONS

1 Duration of Agreement

- 1.1 The working period of this Agreement shall be from the date of approval until (target date of final milestone – or date by which final report will be submitted to the Agency).

2 Authorisation

- 2.1 The following person is authorised to act as the FSA's Representative on all matters relating to the Agreement:

Tom Murray

- 2.2 The FSA's Representative may authorise in writing other officers to exercise on his behalf such powers as are contained in this Agreement that he defines.

2.3 Address for Payment

Invoices associated with paragraph 4.1 in Annex D should be sent to the FSA addressed to:

The Purchase Ledger Section
The Food Standards Agency
Rm. 215B
Aviation House
125 Kingsway
London WCB 6NH

They must include details of FSA's contact person and other details as required by FSA's representative, which will be provided to successful applicants.

2.4 Contact details

Day to day contact at FSA:

Julian Blackburn
Food Standards Agency
Room 425, Aviation House
125 Kingsway
London, WC2B 6NH
Telephone: 020 7276 8430
Fax: 020 7276 8477

Email:

julian.blackburn@foodstandards.gsi.gov.uk

Day to day contact at LA:

Telephone:

Fax:

Email:

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 Local 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 Local Authority" means local authority named in the Agreement;

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

"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 Both parties shall agree any alteration to the Agreement in writing.

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

3 THE FUNDING

3.1 The Funding will be inclusive of VAT and shall remain firm and fixed at the level set in the Signed Agreement for the duration of the Agreement. The specific activities outlined in this proposal should not already form part of programmed expenditure plans for this area of the Local Authority's work.

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

3.3 The Local Authority is required to provide a full account of expenditure in respect of the project with supporting evidence for each invoice submitted and a final summary at the end of the project. This account must be signed by an appropriate financial officer for the Local Authority.

3.4 (LA representative named in Annex C, 2.4) as the Local Authority's Representative shall be the accountable officer responsible for the funding 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 upon completion of milestones as set out in Annex A. Payment at all stages will be made within 30 days of receipt of a correctly supported invoice. Expenses for any meetings at the Food Standards Agency headquarters will require a separate invoice.

5 LOCAL AUTHORITY'S STATUS

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

(a) The Local 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 Local 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 Local Authority to any other person but this shall not be taken to exclude or limit any liability of the FSA to the Local Authority that may arise by virtue of either a breach of this Agreement or any negligence on the part of the FSA, his staff or agents.

6 TIME OF PERFORMANCE

- 6.1 The Local Authority shall complete the project, including provision of an evaluation report of the project to the Agency, no later than (date as stated in Annex C, 1.1).
- 6.2 The FSA may by written notice require the Local Authority to execute the Project in such order as the FSA may decide. In the absence of such notice the Local 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 Local 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 Local Authority paid for by the FSA on a time charge basis.
- 7.2 The Local 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.

INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Local Authority hereby assigns to the FSA all Intellectual Property Rights (IPR) owned by the Local Authority in any material which is generated by the Local 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 Local Authority shall not infringe the IPR of any third party. Where there are prior rights or rights of third parties in any material, the Local 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 Local Authority shall indemnify the FSA against all actions, suits claims, demands losses, charges, costs and expenses which the FSA 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 Local Authority or which is prepared or obtained under the Local Authority's direction or control under this Agreement shall be vested as copyright with the FSA.
- 8.5 Without prejudice to Condition 7 - Right of Audit, the Local 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 Local Authority and his sub-contractors 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 Local 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 Local Authority and other partners (as listed in Annex B, Table 1) shall indemnify the FSA against all actions, suits, claims, demands, losses, charges, costs and expenses which the FSA 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 Local Authority.
- 9.3 The Local 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 Local Authority shall produce the relevant policy or policies together with the receipts or other evidence of payment of the latest premium due thereunder. Such policies shall include cover in respect of any financial loss arising where any incorrect advice is given or correct advice is not given by the Local Authority in connection with carrying out this Agreement.

10 CONFIDENTIALITY

- 10.1 Each party undertakes with the other 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 each party 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.
- 10.3 The restriction on disclosure shall not apply to information to the extent that it:
- is required to be disclosed by law (including under the Freedom of Information Act 2000) or by any governmental or other regulatory authority acting within the scope of its powers;
 - is or becomes part of the public domain through no fault of the receiving party;
 - is known to the receiving party prior to the disclosure by the disclosing party without an obligation to keep such information confidential;
 - is subsequently furnished by the disclosing party to a third party without restriction on disclosure or use;
 - is subsequently obtained by the receiving party from a third party without breach of any obligation of confidentiality owed to any third party or the disclosing party;
 - is independently developed by the receiving party or within the receiving party's group without any breach of this agreement; or
 - Is approved for public release by the disclosing party.

11 RECOVERY OF SUMS DUE FROM THE LOCAL 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 Local Authority, such sum may be deducted from any sum or sums then due or which at any time thereafter may become due

to the Local Authority under this Agreement or under any other agreement or Agreement with the FSA.

12 DEFAULT

- 12.1 Should there, in the sole opinion of the FSA be any failure on the part of the Local Authority to perform any obligation or service required of him under this Agreement, or should the Local Authority be otherwise in breach of any condition of the Agreement, the FSA may, without prejudice to any other rights, terminate this Agreement summarily. Under such circumstances no further payments which may become due to the Local Authority shall be paid unless the Local Authority can demonstrate that these were actually incurred prior to termination and were unavoidable following termination.

13 TERMINATION

- 13.1 In addition to the rights of termination under paragraph 12 either party shall be entitled to terminate this Agreement by giving to the other party 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 Local 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 Local Authority shall in any way relieve the Local Authority of any of his responsibilities under this Agreement even with the consent of the FSA as aforesaid.
- 14.2 Where the Local 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, telemesssage, 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 Local Authority hereby irrevocably submits to the jurisdiction of the English courts.
- 18.2 The Local 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.

An update on the support materials currently available for SFBB and future development plans

The following Safer food better business support materials are currently available:

- SFBB Catering Pack
- SFBB local authority toolkit
- Promotional leaflet on SFBB

Future development activities and plans include:

- SFBB Retail Pack due to be launched in May 2006.
- A review of the catering pack is being undertaken, an updated version of which should be available from July 2006.
- Packs adapted specifically for Chinese and Indian cuisines should be available from late Autumn 2006. Projects that specifically target such businesses should therefore plan for this work to commence from January 2007 onwards.
- The Agency is currently exploring the feasibility of producing some additional materials to address the specific needs of those catering for certain vulnerable client groups e.g. care homes. Following initial scoping work, it is hoped that this may be available early in 2007.