Appendix I

Coordinated food sampling programme in Scotland 2011-12

Programme specification & sampling priorities

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PART 1 - THE SURVEY REQUIREMENTS

Introduction

1. The Food Standards Agency in Scotland (FSAS) is making grant funding available to Scottish Enforcement Authorities during Financial Year 2011/12 to conduct microbiological surveillance in specific areas of food supply in Scotland. The objective of this programme is to support the outcomes from the Agency’s Strategic Plan that food produced or sold in the UK is safe to eat.

2. This project aims to increase current levels of sampling in particular areas of the food chain, in order to improve intelligence on the microbiological safety of foods sold in Scotland. The funding is intended to support additional sampling activities which are not covered by existing programmes at local, regional, and national levels, and which therefore require further resources which are over and above those available to Enforcement Authorities to undertake their current statutory and public health duties in relation to food.

3. Please note that we are inviting joint/collaborative bids to be submitted in response to this call. Each bid should be co-ordinated through a single project manager acting on behalf of the group, who will be responsible for organising the survey, overseeing sampling and analyses, and ensuring all results are reported in a timely manner. The Grant agreement will be with a single organisation representing the collaborative group i.e. a Local Authority or its partner Official Control Laboratory.

Background and Scope

4. The FSAS has identified a number of areas where additional surveillance would improve current levels of knowledge relating to the microbiological safety of foods sold in Scotland, and help to support the future development of the FSA Foodborne Disease Strategy. It is recognised that certain areas of interest to the FSA may not be covered by Local Authorities (LAs) in the sampling they are required to undertake as part of their routine enforcement duties. The FSAS therefore proposes to provide funding to supplement existing LA sampling programmes employing the local knowledge and expertise of LA Food Teams required to access the necessary food samples and supporting information.

5. Sampling priorities have been identified to inform the direction of the FSA’s Foodborne Disease Strategy in Scotland, and using intelligence gathered from the UK Food Surveillance System (UKFSS). Figure 1 below shows a high level breakdown of the microbiological sampling undertaken by Scottish LAs during 2009 and 2010. This information was used as a basis for identifying sampling priorities for this programme.

![Figure 1. Numbers of samples submitted for microbiological examination in Scotland during 2009 and 2010 according to food category.](image-url)
Sampling Priorities

The two areas identified for further investigation in the proposed sampling programme for 2011/12, and the rationale for their selection are described below.

1. Microbiological quality of soft, semi-soft and mould ripened cheeses (pasteurised and unpasteurised) manufactured in the UK (with a focus on Scottish produced cheeses). Sampling to be conducted at manufacture and retail (with a focus on SMEs), and catering establishments.

RATIONALE: Soft, semi-soft and ripened cheeses (e.g. brie, camembert, blue, Roquefort and Stilton), are among the foods which are considered high risk with regards to Listeria monocytogenes\(^1\). Reducing L. monocytogenes in the food chain is one of the key priorities for the FSA Foodborne Disease Strategy (FDS). Food surveillance activities being proposed by the FSA to support the FDS Listeria Risk Management Programme will be targeting cooked sliced meats, and recent UK-wide surveys of foods which are known to be risk factors for Listeriosis have focused on larger retailers. A survey of soft, semi-soft and ripened cheeses in SMEs and caterers would therefore complement existing programmes to enhance knowledge in this area. Unpasteurised cheeses have also previously been implicated in outbreaks of E. coli O157\(^2\), and additional surveillance in this area would help to inform strategies for reducing foodborne transmission of Verotoxigenic E. coli (VTEC) in Scotland.

Historic data recorded on UKFSS by Scottish LAs has suggested low sampling rates of such cheeses compared to other ready to eat food categories. A further breakdown of the UKFSS data presented in Figure 1 indicated that in 2009 and 2010, approximately 31% of all ‘Dairy Products’ samples which were submitted for microbiological testing were cheeses. The results of tests for the pathogens Listeria monocytogenes, Staphylococcus aureus and E. coli O157 recorded over 2009 and 2010 are shown in Figure 2. The data highlighted the potential for L. monocytogenes and S. aureus contamination in these products, both at the end of manufacture and during shelf-life. There were also relatively few of these samples tested for the presence of E. coli O157 over the 2 year period. These findings suggest that the collection of additional intelligence relating to the microbiological risks relating to these products would be worthwhile.

![](image1.png)

Figure 2. Data recorded on UKFSS in Scotland during 2009 and 2010 relating to the pathogens L. monocytogenes, S. aureus, and E. coli O157 in cheeses.

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1 Bell, C., and Kyriakides, A. Listeria. Blackwell Publishing Ltd, 2005

**SAMPLING AND EXAMINATION:**

**Sample numbers:** 600 samples divided between producers, retailers and caterers as outlined below, ensuring a geographic spread across Scotland. The survey must ensure that the relevant products are sampled from all artisanal cheesemakers in Scotland.

**Duration:** Sampling is to be undertaken throughout 9th May 2011-29th Feb 2012

**Premises Types:**
- **Producers:** Artisan cheesemakers and dairies involved in the production of the specified cheeses. 200 samples targeting all Scottish producers.
- **Retailers:** Delicatessens, farm shops, markets, smaller high street retailers. 200 samples taken during shelf-life at any of these retailers.
- **Restaurants:** Any restaurants and cafes serving these cheeses (cheeseboards, sandwich fillings). 200 samples taken during shelf-life at any of the catering establishments highlighted.

No more than 4 samples should be taken from any one premises during a single visit. Where possible, when multiple samples are being taken during a single visit to a premises these should be different products.

**Products:** Soft, semi-soft and surface ripened cheeses only; for example brie, camembert, and blue cheeses. Sampling at producers should be taken at end of manufacture. Sampling at retail should be undertaken during shelf-life and focus on products which are sold loose. Both unpasteurised and pasteurised cheeses may be sampled. Sampling should target Scottish produced cheeses as a priority. However, additional sampling of other UK produced cheeses at retail and catering only may be considered depending on the number of available samples.

Sampling should NOT be undertaken at the major retailers. It should also NOT include any packaged cheeses in any of the specified premises types. Hard and processed cheeses, cheese spreads, pasteurised unripened cream and cottage cheeses, or pre-packaged pasteurised high salt varieties such as feta should also NOT be sampled.

**Testing:** For cheeses sampled at the producer testing should be conducted at the end of manufacture. Where applicable, methods should be those specified by EU Microcriterion Regulations (EC) No. 2073/2005. All results should be interpreted according to regulatory requirements or HPA guidelines for assessing the microbiological Safety of Ready-to Eat foods placed on the Market

Determinations to include:
- Campylobacter (positive samples to be retained for typing purposes)
- Salmonella (positive samples to be retained for typing purposes)
- *Listeria monocytogenes* -using methods specified in EC (No) 2073/2005 for products sampled at end of manufacture and during shelf-life.
- *Staphylococcus aureus* (positive samples to be retained for typing purposes)
- *E. coli* O157 (positive samples to be retained for typing purposes)
- *Bacillus cereus*

Indicator organisms-*E. coli*, Enterobacteriaceae, Listeria sp.
Information regarding the type of cheese including whether it is pasteurised or unpasteurised, the variety of cheese (e.g. blue, stilton), and brand name should be recorded.

Information regarding shelf-life including the shelf-life of the product, the shelf-life remaining at time of sampling, and at manufacture whether the producer has conducted shelf-life studies or has an end-product testing/positive release regime.

Storage temperatures at the point of sampling and any other relevant information with regard to the handling and storage of products

Physicochemical properties including pH and water activity
2. Microbiological quality of raw salad vegetables sold as ready to eat in restaurants and take-aways in Scotland (sold either as meals, salad garnishes, or at salad bars)

RATIONALE: Ready-to-eat salads in restaurants and take-away establishments may be subject to cross-contamination via food handlers involved in the preparation of raw foods, particularly raw meat. Surveillance of these products would provide the FSA with further insight into the robustness of cross-contamination controls in the catering sector and the microbiological risks to individuals who consume ready-to-eat foods that are prepared outwith the home.

UKFSS data recorded in Scotland during 2009 and 2010, indicates that approximately 48% of the 796 samples tested in the ‘Fruit and Vegetables’ category were described as ‘prepared salads’. A further breakdown of the 2010 data (Figure 3) indicates that the majority of prepared salads were sampled from restaurants, caterers and retailers. However, whilst 81 out of the 83 salads sampled from retailers (98%) were satisfactory, or borderline, unsatisfactory microbiological results were detected in 14% of the 93 salads sampled from restaurants and caterers. These results suggest that additional surveillance of salads at these food businesses would be useful.

Figure 3. Microbiological results from food samples described as pre-prepared salads, which were recorded on UKFSS during 2010 broken down according to premises type.
SAMPLING AND EXAMINATION:

Sample numbers: 600 samples ensuring a geographic spread across Scotland

Duration: Sampling is to be undertaken throughout 9th May 2011-29th Feb 2012

Premises Types:
- Restaurants - 300 samples from restaurants and cafes where salads are served as a meal, garnish or a salad bar
- Take-aways - 300 samples from any of the following catering premises; sandwich bars, kebab shops, Indian/Chinese take-aways, burger bars/vans, delicatessens, supermarket salad bars.

Products:
- Any of the following products which are sold as pre-prepared, ready-to-eat salad items: Salad leaves, cucumber, tomato, onion, sprouted seeds/beansprouts.

Sampling at retail should focus on salads which are sold loose and must NOT include pre-packed items.

No more than 4 samples must be taken from any one premises during a single visit. Where multiple samples are being taken during a single visit to a premises these should be different products.

Testing:
Where applicable, methods should be those specified by EU Microcriteria Regulations (EC) No. 2073/2005. All results should be interpreted according to regulatory requirements or HPA guidelines for assessing the microbiological Safety of Ready-to Eat foods placed on the Market.

Determinations to include:
- Campylobacter (positive samples to be retained for typing purposes)
- Salmonella (positive samples to be retained for typing purposes)
- *Listeria monocytogenes* (enumeration and detection)
- *Staphylococcus aureus* (positive samples to be retained for typing purposes)
- *E. coli* O157 (positive samples to be retained for typing purposes)
- Indicator organisms-*E.coli, Enterobacteriaceae, Listeria sp.*

Storage temperatures should also be recorded at time of sampling.
Expectations

1. **Added Value**: This sampling is intended to add value to existing LA programmes and should therefore not replace any enforcement or surveillance sampling required to be undertaken as part of inspection activities or other surveys planned by LAs during FY 11/12. All proposals should therefore provide assurance that the bid represents sampling and analyses costs which are over and above the Enforcement Authority’s current work programme for 2011/12. The costs for collection and analysis should be identified separately as part of the bid.

2. **Co-ordination**: The FSAS requires this surveillance programme to be co-ordinated across Scotland to ensure sampling activity is distributed geographically throughout the survey period, covers the full range of specified food premises, and includes a wide range of product types in the required food categories.

3. **Sampling and examination/analysis**: The samples to be taken as part of this programme should be taken in such a way as to ensure microbiological integrity and submitted to an official control laboratory for examination/analysis using an appropriately recognised and accredited method. Where applicable, specific methods defined in legislation should be employed. Proposals should include confirmation that accredited methods will be used, providing SOPs. Any pathogens isolated from samples as part of either of these surveys shall be retained by the laboratory for typing purposes.

4. **Timely reporting**: Sample results should be reported back to the LA in the expected turnaround for official control sample analysis in order to allow for appropriate follow-up of non-compliant samples.

5. **Reporting**: in order to provide the FSA with real-time access to the findings of these surveys, it will be necessary for all sampling and analytical results data (i.e. the numerical outcome of analysis) to be reported to the UK Food Surveillance System (UKFSS). It is expected that sampling and results data will be uploaded onto the UKFSS database on a weekly basis and that all results will be uploaded no later than 9th March 2012.

6. **Enforcement Action**: The Agency expects Authorities to take appropriate follow-up action in relation to non-compliant samples in line with local enforcement policies. Agency policy officials have requested that you contact them immediately should you find an unsatisfactory result. Contact details for relevant staff and for the Agency’s Incidents team are provided below.

7. Food Standards Agency in Scotland Incidents Team:
   
   [Andrew.morrison@foodstandards.gsi.gov.uk](mailto:Andrew.morrison@foodstandards.gsi.gov.uk)
   
   and the Project Officer;
   
   [Jacqui.mcelhiney@foodstandards.gsi.gov.uk](mailto:Jacqui.mcelhiney@foodstandards.gsi.gov.uk)

8. Information relating to any enforcement action taken on samples included in this survey must also be detailed in the final report.

**Submitting a bid**

9. Applicants are requested to complete the application form and pricing schedule provided in Appendix II.

10. Applicants may apply for one or both surveys included in this specification. Applications should provide costs for each survey individually.

11. **Group/joint applications**: The Agency is seeking applications from joint/collaborative groups e.g. from each of the 4 Food Liaison Groups, appropriate groupings of liaison groups or a single Scotland wide bid. Each bid should be co-ordinated through a single project manager acting on behalf of the group, who will be responsible for organising the survey, overseeing sampling and analyses, and ensuring all results are reported in a timely manner. The Grant agreement will be with a single organisation representing the collaborative group i.e. a Local Authority or its partner Official Control Laboratory.
12. **Scope**: Proposals should include a detailed breakdown of the programme including clear sampling plans agreed through liaison between LAs and partner laboratories which specify the participating LA areas, a sampling timetable, the numbers and details of each premises type to be sampled, and the number of samples to be taken in each geographical area and at each premises type.

13. **Project finances**: Bids should indicate total project costs for each survey as well as a break down for each survey to clearly indicate the following:

   - Sampling costs (per sample)
   - Analysis costs (per sample)
   - Administration/project management cost

**Timescales**

14. **Return of applications**: Completed applications are to be returned by **17:00 on 15th April 2011**. Applications received after this time will not be considered.

15. **Date of award**: It is expected to award the contracts to the successful applicants no later than **6th May 2011**.

16. **Contract**: The projects are expected to start from **9th May 2011**. Work cannot commence until a signed contract has been received by the Agency.

17. **Sampling period**: All sampling is expected to be undertaken between **9th May 2011 and 29th February 2012**.

18. **Reporting to the Agency**: It is expected that all sample results will be uploaded onto the UKFSS database on a weekly basis and that all results will be available on the UKFSS no later than **9th March 2012**. A final report detailing all results must be returned to the Agency no later than **16th March 2012**.

**Funding**

19. The project deliverables and final payment schedule for this work will be agreed when the grant is awarded and will be based on an agreed sampling frame and timetable. Payments will be made at defined points throughout the life of the project as detailed in the contract on submission of update reports confirming the completion of an agreed number of sample analyses for each deliverable. A final retention payment of 20% will be paid on delivery of a final report for each survey by **16th March 2012**. Final reports are required to comprise the following:

   - A spreadsheet of all sampling and results data
   - Graphs/charts showing numbers of samples giving satisfactory/unsatisfactory results for each microbiological test (results interpreted according to the appropriate Legislative or Guideline standards.
   - Details of any enforcement follow-up/action taken on results
   - Summary of key findings and conclusions

**Evaluation and consideration of applications**

20. The Agency will consider applications received by the closing date against the following key criteria:

   - Evidence that the sampling will replace existing LA work plans. Costs should therefore reflect resources over and above those available to LAs.
   - Details on the scope of the project and the extent to which it will cover all of the specified premises and provide a geographic spread across Scotland
   - Details on co-ordination and project management
   - The use of appropriate, accredited methodology and performance characteristics
21. These factors may be used to limit or decline funding to groups should proposal costs exceed the funding available.

22. **Questions, queries and Clarifications**: Before any decision is made appraisers may have questions, queries or points of clarifications which the proposer will have 10 working days to answer by email.

**Contacts**

23. If you have any queries in the specification of the work please do not hesitate to contact the project officer

- **Food Safety Monitoring and Policy Branch**: Dr Jacqui McElhiney (01224 285195)
  Jacqui.mcelhiney@foodstandards.gsi.gov.uk
Annex A - 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 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 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 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 Local Authority, for the duration of the Agreement. The specific activities outlined in this proposal should not already form part of programmed expenditure plans for 2011/12.

3.2. The Grant shall be used solely for the purposes set out at Part 1 and 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 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 for the Official control lab, Local Authority or Food Liaison Group.
3.4. The individual named as the Local 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. The payment schedule will be finalised following the receipt of proposals and will be based on an agreed sampling timetable. The final payment of 20% will not be made until receipt of an Evaluation & Results Report, and it has been confirmed that all sample results have been uploaded onto the UK Food Surveillance System (UKFSS). Payment will be made within 10 days of receipt of a correctly supported 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 Authority to the Local 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 Local Authority shall complete the project, including provision of an Evaluation & Results Report of the project to the Agency, no later than 16th March 2012.

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.
8. 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 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 Local Authority or which is prepared or obtained under the Local 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 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-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 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 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 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 from any advice given or omitted to be given by the Local Authority.

10. CONFIDENTIALITY

10.1 The Local 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 Local 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 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 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 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, 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 Local Authority any additional expense incurred over the remaining term of this Agreement. Under such circumstances no further payments which may become due to the Local 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 Local 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 Local Authority shall not without the written consent of the FSA assign or sub-Contact 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, 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 Scottish law and the Local Authority hereby irrevocably submits to the jurisdiction of the Scottish 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. TRANSPARENCY

19.1 The FSA and the Local Authority acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act (FOIA), the content of these Terms and Conditions and any Purchase Order is not Confidential Information. The FSA shall be responsible for determining in its absolute discretion whether any content of any Purchase Order is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of these Terms and Conditions, the Local Authority gives his consent for the FSA to publish any Contract or Purchase Order in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), to the general public.

19.2 FSA may consult with the Local Authority to inform its decision regarding any redactions but the FSA shall have the final decision in its absolute discretion

20. HEADINGS

20.1 The headings to Conditions shall not affect their interpretation.
Annex B – INVOICING PROCEDURE AND NO PO NO PAY

This Agreement will be utilised as a framework services agreement which will establish the applicable Terms and Conditions for the performance of the Service element(s) which will be specified in a resultant Purchase Order(s). Unless and until directed otherwise, nothing in this Agreement, shall be construed as giving a guarantee of any remunerative work whatsoever unless or until such work is requested and confirmed by means of a duly authorised Purchase Order.

The payment schedule for this work will be agreed between the contractor and the FSAS following appraisal of the proposals and sampling plans. Payments will be made on receipt of update reports and a retention payment on submission of a final evaluation report by 16th March 2012. 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 your first invoice. All invoices should be sent to electronically to our Finance Section at finance.scotland@foodstandards.gsi.gov.uk

Invoices shall specify:

- Trading Name of Supplier
- Supplier Address
- Supplier Tel Number/ E mail
- Unique Purchase Order Number
- Cost centre code 85632
- Project code
- Account code
- Invoice Number
- Detailed description of the Services provided
- Detailed description of any expenses and the amounts of such expenses
- Location, date or time period of delivery of the Services and/or Deliverables
- Supplier’s VAT number
- Amount due exclusive of VAT, other duty or early settlement discount
- VAT rate
- Amount due inclusive of VAT and any other duty or early settlement discount
- Details of the Supplier’s BACS details or other method of payment
- Date of the invoice.

And shall be marked “In respect of “Coordinated food sampling programme in Scotland 2011-2012- part payment” and “for the attention of Gail Cameron”
Invoice Submittal

Invoices shall be submitted to finance.scotland@foodstandards.gsi.gov.uk, and must always include the referring FSA purchase order number in the email title, and within the body of the invoice to allow Invoice/Purchase Order matching.

Any invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for valid purchase order.

No PO No Pay

The Food Standards Agency is currently moving purchasing activity to an electronic purchasing solution. This brings supplier organisations a number of benefits, including limiting purchasing to preferred suppliers and faster payment processing. Any invoices that do not include reference to FSA Purchase Order number will be returned unpaid with a request for a valid purchase order number.

To prevent unauthorised individuals requesting goods and services only FSA branded Purchase Orders from these email addresses should be accepted as FSA commitment: ssdprocurementagencies@defra.gsi.gov.uk. The FSA will not pay invoices that do not originate from Purchase Orders from this email address.

Any other requests for goods or services from the FSA should be referred to finance.scotland@foodstandards.gsi.gov.uk
Annex C - THE AGREEMENT

Contract for financial support for additional microbiological sampling and surveillance of foods in Scotland during 2011/12

This is to confirm the award of the above-mentioned contract between LOCAL AUTHORITY / GROUP NAME and the Food Standards Agency for a grant of up to £XXXX for additional food sampling and analysis. This agreement confirms that LOCAL 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, Part 1 (The Survey Requirements), Annex A (The General Conditions of Agreement), and Annex B (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 remain with 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__________________________ Signed__________________________
(On behalf of the LA/Group) (On behalf of the Food Standards Agency)

Name____________________________ Name:______________________________
(Print)........................................ (Print)...........................................

Date____________________________ Date____________________________