

# SERVICE LEVEL AGREEMENT

For the BEIS/OPSS funded 2021/2022 Product Safety Programme  
Building Capacity And Capability In Northern Ireland – 2021/22

## 1.0 BETWEEN:

**Causeway Coast and Glens Borough Council of Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY, (hereinafter known as the Grant Recipient) and**

Antrim & Newtownabbey Borough Council,  
Ards & North Down Borough Council,  
Armagh City, Banbridge and Craigavon Borough Council,  
Belfast City Council,  
Derry City & Strabane District Council,  
Fermanagh and Omagh District Council,  
Lisburn and Castlereagh City Council,  
Mid & East Antrim Borough Council,  
Mid Ulster District Council and  
Newry, Mourne & Down District Council **together known as the Stakeholders.**

## 2.0 LEGISLATIVE BACKGROUND AND AUTHORISATION

- 2.1 This agreement outlines the arrangement between Causeway Coast and Glens Borough Council, appointed as **the Grant Recipient and the above Stakeholders** for the purpose of administering funding from the Department of Business, Energy and Industrial Strategy (BEIS). The funding is offered under Article 18(3) of Regulation (EC) No 765/2008 (as it applies in Northern Ireland) and the Supply and Appropriation (Anticipation and Adjustments) Act 2021 in return for building capacity and capability for product safety market surveillance. This is part of a UK wide approach to ensure only safe and compliant, non-food, consumer goods enter the UK market and to meet the provisions of the EU Withdrawal Agreement and Northern Ireland Protocol (NIP).
- 2.2 The grant funding agreement produced by BEIS outlines the roles and responsibilities of the key partner organisations and provides the basis for this agreement.

## 3.0 TERMS OF AGREEMENT

- 3.1 The funding period starts on 1 April 2021 and ends on 31 March 2022. The Agreement shall be in force from 1 April 2021 and shall remain in force until 31 May 2022 (deadline specified by BEIS for submission of claims detailed in Annex G) (unless terminated in accordance with 3.2).

- 3.2 The Agreement may be terminated by any Party by giving at least 3 months written notice to the other Parties.
- 3.3 The Agreement shall be reviewed on request at any time by any Party (in accordance with Section 12.0). Any revised Agreement must have the approval of all parties.
- 3.4 Any dispute in relation to the operation of the Agreement can be raised in writing for resolution to Bryan Edgar Head of Health and Built Environment for resolution.

#### **4.0 OBJECTIVES**

- 4.1 The objectives of the Agreement are to establish administrative provision under which Causeway Coast and Glens Borough Council as Grant Recipient will administer BEIS funding as agents of BEIS.
- 4.2 It will enable the Grant Recipient to
- collate data from the stakeholders for the preceding quarter and submit a collective Northern Ireland return via the BEIS online reporting tool and
  - invoice BEIS for the eligible work undertaken on behalf of all NI councils and reimburse stakeholders accordingly.
- 4.3 It will define the role of the Grant Recipient and the Stakeholders, their responsibilities and obligations as detailed in Annex A.
- 4.4 The funded activities are specified within the grant funding agreement letter as the Tasks contained within the 2021/2022 EHNI Consumer Protection Sub Group Work Plan excluding Task C as detailed in Annex C.

#### **5.0 OPERATING PROCEDURES**

- 5.1 BEIS in consultation with NI councils is responsible for specifying the exact nature of the service required of the Council and the activities qualifying for funding (all Tasks in EHNI Consumer Protection Sub Group Work Plan excluding those in Task C).
- 5.2 The Grant Recipient and Stakeholders
- shall ensure that delivery of the Services is carried out expeditiously and competently, in accordance with such timescales, conditions and costs as agreed with BEIS.
  - shall use reasonable endeavours to ensure that the staff resources necessary to discharge the Services are available.
  - are responsible for monitoring the delivery of these services by their Council in accordance with this Agreement.
  - have a legal obligation for the Health and Safety of their respective staff. The Parties hereto shall take all reasonable steps to ensure that all employees

involved with the Services comply with the requirements of the Health & Safety at Work (Northern Ireland) Order 1978 and such other regulations as required.

- 5.3 The Stakeholders will provide the Grant Recipient with quarterly returns containing data specified in Annex F required to complete the reporting tool together with invoice requests (detailing information required in Annex E and any additional qualifying relevant expenditure detailed in Annex D) to the Grant Recipient via email to [consumerprotection@causewaycoastandglens.gov.uk](mailto:consumerprotection@causewaycoastandglens.gov.uk) for the preceding quarter within the following timescales also specified in Annex G.

Q1 Submission by 23/07/2021 for return by CC&G to BEIS by 31/07/2021

Q2 Submission by 15/10/2021 for return by CC&G to BEIS by 31/10/2021

Q3 Submission by 14/01/2022 for return by CC&G to BEIS by 31/01/2022

Q4 Submission by 15/04/2022 for return by CC&G to BEIS by 30/04/2022

- 5.4 Failure by a Stakeholder to submit the required information within the timescales specified in Annex G will result in non payment of the claim.
- 5.5 The Stakeholders will provide bank details required in Annex H to enable transfer of funding from the grant recipient
- 5.6 The Grant Recipient will pay stakeholders within 30 days of receipt of reimbursement from BEIS.

## 6.0 FINANCIAL ARRANGEMENTS

- 6.1 Confirmation of the amount of grant funding has been received from BEIS as £605,000 provided to Causeway Coast & Glens District Council acting as a lead authority on behalf of all 11 Councils' Environmental Health Services in Northern Ireland. The amount will not be increased as a result of any overspend. This will be paid in financial year ending on 31<sup>st</sup> March 2022.

- 6.2 Due to variable demands on the Stakeholders the funding will be allocated as follows

Grant from BEIS	£605,000 (per annum)
Administration charge for CC&G (37.5 hours @ £70/hour x 4 quarterly returns)	£10,500
Maximum grant available (10 councils)	(£49,541.66 (per annum)
Max grant claim per quarter/council (10 councils)	£12,385.41
Max grant available for BCC	£99,083.33
Max grant claim per quarter for BCC	£24,770.83

- 6.3 BEIS will be reviewing funding mid-year to allow for an uplift to ensure that local authorities are financially supported to carry out any additional work that has been agreed.

- 6.4 The grant will be paid by BEIS in arrears on a reimbursement basis upon receipt of an invoice from the Grant Recipient in the form set out in Annexes D & E.
- 6.5 Stakeholders will issue an invoice and/or supporting documentation to the Grant Recipient containing the details required in Annexes D and E for eligible activities undertaken to enable completion of the cumulative quarterly grant claim by the Grant Recipient on behalf of the Stakeholders.
- 6.6 The Grant Recipient will ensure invoices are paid to Stakeholders within 30 days of receipt of funding from BEIS.
- 6.7 Stakeholders will provide bank details required in Annex I.

## **7.0 MEETING & ONGOING ENGAGEMENT**

- 7.1 The Grant Recipient will engage with the Stakeholders through EHNI and the Consumer Protection Sub Group.
- 7.2 All day-to-day matters relating to the services covered by this Agreement shall be conducted by Officers of any party operating under the terms of the Agreement.

## **8.0 CONFIDENTIALITY**

- 8.1 All information received by or gathered by the Parties as a result of performing the Services will be subject to the requirements of the Data Protection Act and held in accordance with the Parties' respective Records Management / Information policy. Data sharing provisions are outlined in the Memorandum of Understanding for Data Sharing between the Grant Recipient and BEIS detailing how the information which is shared by the Grant Recipient and Stakeholders is stored and used (Annex J).

## **9.0 LIABILITY**

All Parties shall indemnify and keep indemnified, the other, against all claims, proceedings, actions, damages, legal costs, expenses, fines, penalties, demands, loss or damage and any other liabilities, howsoever arising, whether in contract, tort, under statute, common law or otherwise directly or indirectly out of or in the course of or in connection with any provision or failure to provide those Services set out in this Agreement which are the responsibility of that Party.

## **10.0 COMPLAINTS**

If a complaint is received by any Party in respect of the services carried out under this agreement, the Party receiving the complaint will inform the others in writing and the Parties will agree which Party will investigate the complaint.

## **11.0 FORCE MAJEURE**

No parties to this Agreement shall be liable to the other or shall be held to be in breach of this Agreement to the extent that it is prevented, hindered or delayed in the performance or observation of its obligations hereunder due to any cause beyond its control (including industrial action, strike, walk out, riot, civil disobedience, inclement weather, inability to obtain supplies, accident, pandemic or any other contingency whatsoever beyond its reasonable control).

## **12.0 AGREEMENT VARIATIONS**

The Grant Recipient and Stakeholders may propose at any time during the funding period to revise the agreement and agree any reasonable alteration or addition to or omission from the Agreement by submitting a written request to the other Parties. In the event of such a revision being proposed, the Grant Recipient shall assess what resources if any will be involved prior to agreeing to the revision and shall agree these costs with the Stakeholders prior to any implementation of the revision. Any variations will be made only with the consent of all Parties in writing.

## **13.0 DISPUTE RESOLUTION**

A dispute shall be deemed to have arisen when any Party notifies another Party in writing to that effect.

The Parties shall use all reasonable efforts to resolve any dispute that may arise under this SLA through good faith negotiations. Each Party shall nominate a senior representative of its management to meet to resolve the dispute.

Where an attempt to resolve any dispute under this SLA and where initial contact between representatives of management of any Party has failed, the matter will be escalated to a discussion between a member of senior management from the Parties hereto.

## **14.0 CONFLICT OF INTEREST**

The Stakeholder shall inform the Grant Recipient, if it believes that there may be a conflict of interest. The Grant Recipient shall, in consultation with the Stakeholder provide such staff as are necessary to assist with or carry on the Services in order to investigate a failure on the Stakeholder premises.

## **15.0 GOVERNING LAW**

It is hereby agreed that this Agreement shall be governed by Northern Ireland/European law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

## 16.0 AUTHORISATION

16.1 The authorised person<sup>1</sup> within the council and the Head of Service of Causeway Coast and Glens Borough Council authorise this agreement.

<b>Council (delete as applicable)</b>	<b>Print Name</b>	<b>Signature</b>	<b>Position</b>
<b>Antrim &amp; Newtownabbey Borough Ards &amp; North Down Borough Armagh City, Banbridge and Craigavon Borough Belfast City Derry City &amp; Strabane District Fermanagh and Omagh District Lisburn and Castlereagh City Mid &amp; East Antrim Borough Mid Ulster District Newry, Mourne &amp; Down District</b>			

<b>Causeway Coast and Glens Borough Council</b>	<b>Print Name</b>	<b>Signature</b>
Head of Health and Built Environment	BRYAN EDGAR	

16.2 The Agreement will take effect from 1 April 2021

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<sup>1</sup> Chief Executive, Head of Service or Director as appropriate

## OPERATIONAL DELIVERY OF SERVICES

### Stakeholders to:

- Deliver services in accordance with the EHNI Consumer Protection Work Plan 2021/2022.
- Provide information on eligible activities specified in Annex C excluding Task C to the Grant Recipient in accordance with timescales specified in Annex G.
- Provide the above information to the Grant Recipient in the format specified in Annexes D, E and F in accordance with timescales specified in Annex G.
- Invoice the Grant Recipient in accordance with timescales specified in Annex G via [consumerprotection@causewaycoastandglens.gov.uk](mailto:consumerprotection@causewaycoastandglens.gov.uk)
- Provide Grant Recipient with bank details in Annex I.
- Antrim and Newtownabbey Borough Council, Belfast City Council, Mid and East Antrim Borough Council and Newry, Mourne and Down District Council as port authorities to undertake activities outlined in Annex B 'Criteria for Grant Funding for Councils with Ports' and complete the Standard Operating Procedure in Annex K and submit directly to OPSS.

### Grant Recipient to:

- Deliver services in accordance with the EHNI Consumer Protection Work Plan 2021/2022.
- Collate the information provided by Stakeholders together with Grant Recipient's data.
- Complete the BEIS reporting tool on behalf of the Stakeholders with the collated information within the timescales specified in Annex G.
- Submit a collated quarterly invoice to BEIS on behalf of the Stakeholders and the Grant Recipient within the timescales specified in Annex G.
- Pay Stakeholders in arrears on a reimbursement basis following receipt of an invoice from the Stakeholder in the form set out in Annexes D & E within 30 days of receipt of funding from BEIS.



**(THE FUNDED ACTIVITIES specified in ANNEX 2(a) Grant Funding Agreement)****Purpose of the Grant**

The purpose of the grant programme is to support the 11 Councils in Northern Ireland to build capacity and capability for product safety market surveillance. This is part of a UK wide approach to ensure only safe and compliant, non-food, consumer goods enter the UK market and to meet the provisions of the EU Withdrawal Agreement and Northern Ireland Protocol (NIP).

**Background**

The Office for Product Safety and Standards (OPSS) is the national regulator for product safety. It was established to lead and co-ordinate the UK product safety system to deliver improved protections for consumers and better support for industry across the UK. The aims are to increase support for local authority led teams at points of entry (e.g. seaports and airports) and co-ordination of market surveillance activities across different industry sectors.

Market Surveillance Authorities – including Northern Ireland's 11 councils have a range of obligations; these are set out in the Regulation 765/2008 for Accreditation & Market Surveillance (RAMS) and other sector specific legislation.

OPSS already provides a package of support to environmental health services in Northern Ireland, including a programme of training to increase competency of front-line officers, funding to enable testing for products manufactured or imported by Northern Ireland businesses, and provision for additional screen-testing equipment.

OPSS has developed an additional support package that support the councils in Northern Ireland to enhance their provision to operationalise the NIP. This helps ensure the UK has a co-ordinated and cohesive approach to market surveillance that recognises the particular requirements in Northern Ireland.

**Aims and Objectives of the Funded Activities**

The Grant is provided to Causeway Coast & Glens District Council in Northern Ireland to establish a flexible resource with the capacity and capability to:

- Undertake risk-based market surveillance interventions on goods throughout the supply chain;
- Manage and act on intelligence to drive a risk-based approach;
- Provide advice and support to local businesses to meet their obligations under product safety legislation for importing and appropriate labelling/marketing of goods;
- Co-operate and coordinate market surveillance activity across NI to ensure compliance with EU regulatory requirements; and
- Monitor and report on interventions.

Funding of up to £605,000 is available which is the equivalent of one full time officer per council including overheads and on costs.

The purpose of the funding is to effectively implement the NIP with the aim of supporting a successful, thriving and compliant business sector across NI. Business should have the confidence to trade within NI, GB and the EU, while ensuring that unsafe/non-compliant goods do not enter the UK market including NI.

## **Funded Activities**

The range of funded activities is expected to include:

- Providing advice and guidance to NI manufacturers and importers about placing goods on NI and GB market, with a focus on those businesses that have now become importers following the end of transition;
- Implementing co-ordinated business support programmes e.g. linking to economic development work if appropriate;
- Sampling products from NI manufacturers and importers for safety testing and effectively following up non-compliance detected;
- Participating in market surveillance projects as identified in the CP subgroup work plan and where OPSS intelligence led
- Further develop and embed processes and procedures to respond to referrals from OPSS border profiling system, including undertaking physical checks at points of entry where risk to consumers is high;
- Continuing to work with OPSS to further develop and embed operational arrangements with other border control and market surveillance authorities at ports e.g. Border Force NI, HSENI and TSSNI to act on Third Country imports and, if necessary, GB goods;
- Working with OPSS on developing product safety intelligence-gathering and prioritisation within NI;
- Building relationships with relevant RoI regulators, e.g. Competition & Consumer Protection Commission in the Republic of Ireland and Health Products Regulatory Authority;
- Undertake any other associated market surveillance activities to support any agreed UK/EU reporting requirements.
- Preparation for any EU oversight activities in this area including improving product safety website information, updating of authorisations, procedures and template notices, maintenance of product safety equipment and collation of information in response to commission oversight requests (via OPSS).
- Develop a 4 year market surveillance strategy plan as part of MSC requirements.

The Consumer Safety Sub Group Work Plan at Annex 2(b) sets out more specifically the activities that are proposed.

Officers will be able to operate flexibly across districts as workloads require and will be authorised accordingly.

## **Deliverables to be reported**

These are expected to include:

- Number of businesses advised on importing and exporting goods – examples of good practice will be shared in the form of Case Studies
- Maintenance of written processes and procedures in place to facilitate physical checks at ports
- Details of all market surveillance activity, including plans, sampling and screen testing and summary reports (to be recorded on the OPSS national product safety database)
- Evidence of working relationships in place with border control authorities and other MSA's for cooperation and coordination for checks at ports
- Number of officers trained
- Number of officers completed the Certificate of Competency in Product Safety
- Participation at training and development opportunities
- Evidence to demonstrate that an effective intel sharing system is in place
- Completion of monthly OPSS Returns required by the four relevant councils and is not the responsibility of Causeway Coast & Glens as Grant recipient.

OPSS will work with the CP Sub-group to develop a quarterly reporting tool.

## **Criteria for Grant Funding for Councils with Ports**

To undertake intervention at ports so that unsafe/non-compliant goods are prevented from entering the country and causing harm in the consumer market. This may involve acting on intelligence from OPSS with the use of screen-testing equipment.

To share intelligence with OPSS and inland local authorities to help inform a UK wide approach for ports and market surveillance.

To strengthen effective working relationships with other relevant agencies, e.g. Border Force, HMRC and other Market Surveillance Authorities.

The funding amounts will cover the development of capacity for interventions at ports, submission of samples, traceability checks, receiving results, recording on databases, e.g. product safety database as appropriate, information to importers and follow up work with inland authorities. It will cover those training activities as it relates to compulsory ports intervention activities, i.e. Health & Safety requirements, security etc, for port related activities agreed with OPSS.

To report on feedback from the inland authorities when a consignment has been released to that inland authority for action/advice/enforcement. If inland authority is unable to take action then this is also noted. This will help OPSS identify where further support is required for market surveillance and the product safety system.

Local authorities to submit monthly returns with the required information to OPSS Borders Profiling Unit at [opss.borders@beis.gov.uk](mailto:opss.borders@beis.gov.uk). These returns are to be provided on the appropriate template.

Information to include methods of targeting goods:

OPSS referrals  
Direct Border Force referrals  
Border Force referrals relating to fast parcels  
Manifest searches  
Other

To provide quarterly invoices, which include information contained in Annex 6, to OPSS for grant payment.

### **Additional OPSS Support**

1. Training and guidance to increase officer capability to advise local businesses on their obligations for importing and appropriate labelling/marketing of goods.
2. Funding for the testing of products to inform effective market surveillance, through an extension of the current programme to enable testing of samples taken at NI distributors of GB produced products.
3. Intelligence gathering and border profiling to enable risk based targeted interventions for product safety legislation covered by market surveillance requirements in NI. Facilitate intelligence sharing with and between EHNI services and other MSAs in NI.
4. Facilitate relationship building with other Market Surveillance Authorities with a view to exploring collaboration and sharing resources.
5. Monitoring and reporting system to meet EU reporting requirements, supporting the use by EHNI of the Product Safety Database (PSD) to report, track and share product safety information.
6. Facilitation of cooperation and coordination of relevant bodies in NI and relevant regulatory agencies in the Republic of Ireland.

### **Proposed Funding Mechanism**

The resource will be offered in the form of a grant funding agreement outlining the anticipated market surveillance activities and agreed deliverables for the grant period. This resource is offered to cover the 2021-22 financial year, ending 31st March 2022 and is planned to continue for subsequent years, subject to normal funding cycles. The range of activities that are covered by the grant is outlined above and form a balance of work across the pool of resource to provide NI-wide outcomes. Funding will be paid in arrears on receipt of a quarterly record of work conducted.

### **Project costs and funding requested:**

Funding calculations are based on the following:

Officer hourly rate: £70.00 hour

Mileage rate: 45p/mile

**EHNI CP SUB GROUP WORK PLAN 2021/2022  
(Annex 2(b) specified in Grant Funding Agreement)**

Task	Lead Council(s) / Completion Date
<p><b>A</b></p> <p>A member of the group to represent Northern Ireland at meetings of the:</p> <p>National Product Safety Group;</p> <p>Market Surveillance Governance Group;</p> <p>NI Primary Authority Group;</p> <p>The purpose of representation at these groups is to provide feedback to the EHNI CP Subgroup;</p> <p>to ensure appropriate information sharing;</p> <p>to act as points of contact to disseminate relevant policy objectives and relevant information;</p> <p>Promote cross-departmental working;</p> <p>To ensure consistent and effective delivery of product safety objectives.</p>	<p>D&amp;S / BC / Ongoing</p> <p>BC / Ongoing</p> <p>CC&amp;G / Ongoing</p>
<p><b>B</b></p> <p>In conjunction with OPSS, upskill staff as required on product safety issues including the consistent enforcement of consumer protection regulations (e.g. MSC), the introduction of new legislation/standards and emerging issues.</p>	<p>All</p> <p>By: March 2022</p>
<p><b>C</b></p> <p>Improve the awareness of volatile substance abuse and related issues through advice to retailers and submit annual returns to the Chief EHO at DHSSPSS by April 2022. (Subject to considerations re Covid restrictions).</p>	<p>All and BC (returns)</p> <p>By: April 2022</p> <p>No test purchasing to be carried out (subject to Covid restrictions and council recovery plans).</p>

<p><b>D</b></p> <p>Develop and deliver an intelligence led and co-ordinated approach to market surveillance relevant to Northern Ireland that also relates to priority issues identified by European AdCo groups. This will include 11 council wide targeted market surveillance of:</p> <ul style="list-style-type: none"> <li>a. Small High Strength Magnets;</li> <li>b. Cosmetics;</li> <li>c. AdCo Topic/Intelligence from OPSS Strategic Intelligence Assessments and Tactical Intelligence Assessments;</li> <li>d. Any other associated market surveillance activities to support any agreed UK/EU reporting requirements.</li> </ul> <p>Aims, objectives and outcomes to be detailed in the associated MS action plans and a summary report to be produced. One MS project to be delivered each quarter.</p>	<ul style="list-style-type: none"> <li>a. Small High Strength Magnets: ABC, BC, M&amp;EA (Lead Authority: ABC);</li> <li>b. Cosmetics: CC&amp;Gs, D&amp;S, A&amp;ND (Lead Authority:A&amp;ND);</li> <li>c. AdCo: F&amp;O, NM&amp;D, L&amp;C (TBC once project is agreed);</li> <li>d. Another MS Project to be agreed with OPSS: A&amp;N, MU (TBC once project is agreed).</li> </ul> <p>By: Ongoing</p>
<p><b>E</b></p> <p>Continue to develop and progress closer working relationships with other relevant partners: (e.g. CPCC, HPRA, TS, Invest NI, MHCLG, MHRA, NIFRS, and HSENI).</p> <p>The purpose of developing and progressing these closer working relationships is to ensure effective communication and sharing of information where relevant; to develop mutual understanding of respective roles in order to promote cross departmental working and help to resolve cross cutting issues.</p>	<ul style="list-style-type: none"> <li>• NIFRS – MU and M&amp;EA;</li> <li>• TS – ABC;</li> <li>• HSENI – NM&amp;D;</li> <li>• MHCLG – F&amp;O;</li> <li>• INVEST NI – F&amp;O;</li> <li>• CPCC – D&amp;S;</li> <li>• MHRA – D&amp;S;</li> <li>• Border Force – BC;</li> <li>• HPRA – D&amp;S;</li> <li>• HAPSIG – L&amp;C.</li> </ul> <p>and OPSS</p> <p>By: March 2022</p>
<p><b>F</b></p> <p>Review officer authorisations and ID as required to take into account new legislation that are required to fully discharge consumer product safety duties in Northern Ireland and produce officer guidance on same including where relevant, standard templates.</p>	<p>A&amp;ND and OPSS</p> <p>By: March 2022</p>

<p><b>G</b></p> <p>Develop a robust and appropriate Consumer Protection Competency Framework for all relevant officers, to ensure appropriate guidance is in place to effectively deliver market surveillance activities that will protect consumers.</p>	<p>A&amp;ND, M&amp;EA, DCSDC By: first half of year</p>
<p><b>H</b></p> <p>Clarify statutory requirements that may apply to 'Domestic Enforcers' under the Consumer Rights Act 2015 with respect to matters such as: Pre-notification of visits; Entry Notices; Notice of Powers and Rights and how these requirements interface with PACE etc, to ensure consistent application of same.</p>	<p>ABC, CC&amp;G, A&amp;N, F&amp;O, L&amp;C and OPSS By: March 2022</p>
<p><b>I</b></p> <p>Produce a briefing paper and seek agreement from EHNI, regarding the approach to be taken with respect to duties of economic operators, who have importer duties into NI from GB.</p> <p>Signpost and or where possible, provide relevant guidance (see task J) to businesses on the impact of the NI Protocol and their associated obligations with respect to ensuring compliance with product safety legislation, when supplying products on the EU and GB markets.</p> <p>Priority areas include:</p> <ul style="list-style-type: none"> <li>• Importers and exporters;</li> <li>• Manufacturers;</li> <li>• Distributors and retailers who now have importer duties.</li> </ul> <p>This may include carrying out scoping exercises, mailshots and other methods of contacting businesses and signposting businesses to relevant guidance and information on business support services. Guidance and information will also be hosted on council websites.</p> <p>Existing Primary Authority arrangements/relationships need to be observed, when considering guidance.</p>	<p>L&amp;C, MU By end of June 21</p> <p>All By: March 22</p>
<p><b>J</b></p> <p>In task and finish groups, review current product specific guidance from OPSS on EU Exit and develop</p>	<p>A&amp;ND, MU and F&amp;O - Radio Equipment (in Q1);</p>

<p>guidance/information for officers and businesses to ensure consistency.</p> <p>This information will be disseminated via websites, working with council Economic Development/ Business Teams and by direct contact with relevant business from Environmental Health. Examples of positive impacts on businesses as a result of receipt of this guidance, will be shared.</p>	<p>CC&amp;G, A&amp;N, L&amp;C – PPE (in Q2);</p> <p>M&amp;E &amp; ABC – Machinery; (Q3);</p> <p>D&amp;S, BCC and NM&amp;D – Gas (in Q4). Appliances;</p>
<p><b>K</b></p> <p>To prevent unsafe and non-compliant non-food consumer products from entering the market at points of entry and to ensure obligations under the EU Withdrawal Agreement are met, including the NI Protocol:</p> <p>The designated Ports and Borders Authorities of the Ports and Borders Group, in line with the OPSS Grant funding agreement and with support from OPSS as appropriate will:</p> <ul style="list-style-type: none"> <li>• Further develop and implement agreed processes and procedures for physical checks at point of entry, where risk to consumers is very high. Records of physical site visits will also be maintained;</li> <li>• Further develop template notices and use as appropriate;</li> </ul> <p>Continue to develop working relationships with other MS authorities at ports including Border Force NI, HSENI and TSSNI and develop an NI Market Surveillance Group.</p>	<p>BCC, A&amp;N, M&amp;E, NM&amp;D</p> <p>By: Ongoing</p>
<p><b>L</b></p> <p>Promote consumer education initiatives via council media channels (e.g. Blind Cord Safety, OPSS Media Campaigns, Register My Appliance Scheme) to help improve consumer awareness of product safety issues.</p> <p>Data from council media channels will be collected.</p>	<p>All</p> <p>By: March 2022</p>



<p><b>M</b></p> <p>EU Oversight</p> <p>Work with OPSS to develop competency, capability and capacity to address EU oversight requirements including:</p> <ul style="list-style-type: none"> <li>• Producing an CP Competency framework (Agreed document to be shared with all 11 councils);</li> <li>• Updating CP procedures to take into account the requirements of the NI Protocol (Agreed procedures to be shared with all 11 councils);</li> <li>• Further develop our intel sharing procedure (Agreed intel procedure to be shared with all 11 councils);</li> <li>• Improving Product Safety information on Council's websites (This will increase access to product safety information and guidance for businesses and consumers);</li> <li>• Maintenance of Product Safety Equipment (To ensure equipment is fit for purpose when required).</li> <li>• In conjunction with OPSS, review and amend Incident Management Plan in compliance with PAS 7100 to take account of legislative changes. (Agreed IMP to be shared with all 11 councils).</li> </ul> <p>If a request is received from the EU, Councils will provide any information requested via OPSS.</p> <p>To help fulfil associated obligations under the NI Protocol.</p>	<p>All</p> <p>By: Ongoing</p>
<p><b>N</b></p> <p>Review and amend as necessary all existing Consumer Protection procedures to help ensure consistency between councils.</p>	<p>ALL</p> <p>By: First half of year</p>
<p><b>O</b></p> <p>In conjunction with OPSS, develop an understanding of the MSC regulations and the implications for officers, including developing a 4 year Strategy Plan.</p>	<p>ALL</p> <p>By: By Dec 2021</p>

<p><b>P</b></p> <p>Subject to further funding, complete OPSS returns as required.</p>	<p>ALL By: CC&amp;Gs quarterly</p> <p>Quarterly</p>
<p><b>Q</b></p> <p>Develop EHNI CP Sub Group Annual Plan;</p> <p>Review and amend the plan as required quarterly.</p>	<p>DCSDC, M&amp;EA, BC, A&amp;ND, CC&amp;G, MU, L&amp;C, ABC By: April 21</p> <p>DCSDC, M&amp;EA, BC, CC&amp;G Quarterly</p>
<p><b>R</b></p> <p>In conjunction with OPSS, develop an appropriate reporting Tool for the CP Subgroup – BC, M&amp;EA, DCSDC</p> <p>Review the reporting tool on a quarterly basis and in conjunction with OPSS, amend as required.</p>	<p>BC, M&amp;EA, DCSDC By: April 21</p> <p>BC, M&amp;EA, DCSDC, CC&amp;G By: Quarterly</p>

**(ELIGIBLE EXPENDITURE SCHEDULE specified in ANNEX 5 of Grant Funding Agreement)**

(breakdown of forecast grant expenditure)

***[Guidance: Details of eligible expenditure must be included in all funding agreements, including items of expenditure that are expressly ineligible. Grant recipients are required to provide evidence of their grant expenditure]***

Item of Expenditure	Budget (in UK Sterling)/forecast expenditure

**(ANNEX 6 - GRANT CLAIM FORM specified in Grant Funding Agreement)**

**CLAIM FOR PAYMENT OF GRANT**

**When making a grant claim, invoices should be submitted at the end of each quarter (June, September and December 2021 and March 2022). Each invoice or supporting documentation must contain the following details:**

**Officer Hours:**

Activity relating to referrals:

Total amount of hours, cost per hour, total

Follow up work/administration:

Total amount of hours, cost per hour, total

**Sampling/Testing**

Cost of testing samples taken as part of the programme

Total cost

**Storage/Disposal**

Cost of goods stored and/or disposal of abandoned goods

Total cost

**Other Costs (list)**

To be listed in full

**All the above to be either included on the invoice or provided in supporting documentation.**

When making a Grant claim, as set out in the standard terms and conditions of in the Grant Funding Agreement, We may request and You must supply proof of expenditure and any other supporting documentation as We may require.

REPORTING TOOL DATA REQUIRED

<p><b>Number of businesses supported with advice and guidance on Product Safety</b></p>	<p><b>Number of new locations where goods are released from customs control into free circulation</b></p>	<p><b>Number of consignments referred to Ports</b> <i>(4 Councils)</i></p>	<p><b>Number of product safety service requests received from Businesses and Consumers</b></p>	<p><b>Progress on Market Surveillance Projects</b> <i>(Free text)</i></p>	<p><b>Number of products subject to testing</b></p> <p><b>In house</b></p> <p><b>External testing</b></p>	<p><b>Number of relevant meetings / events / training sessions attended</b></p>	<p><b>EU Oversight Preparation</b></p> <p><i>Select all applicable options (CP Competency Framework, Updating CP Procedures, Intel Sharing, Info on Websites, Equipment Maintenance, Review PAS 7100)</i></p>	<p><b>Optional Free Text</b></p>
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**DATES FOR SUBMISSION TO CAUSEWAY COAST AND GLENS BOROUGH COUNCIL**

Q1 Submission by 23<sup>rd</sup> July 2021 for return by CC&G to OPSS by 31<sup>st</sup> July 2021

Q2 Submission by 15<sup>th</sup> October 2021 for return by CC&G to OPSS by 31<sup>st</sup> October 2021

Q3 Submission by 14<sup>th</sup> January 2022 for return by CC&G to OPSS by 31<sup>st</sup> January 2022

Q4 Submission by 15<sup>th</sup> April 2022 for return by CC&G to OPSS by 30<sup>th</sup> April 2022

**PAYMENT SCHEDULE**

BEIS will pay the grant on receipt of eligible expenditure claims. Payment will be made in arrears on a quarterly basis (June, September and December 2021, and March 2022).

All claims should be submitted by 31st May 2022 covering the project deliverables outlined in Annex 2(a).



**SUPPLIER INFORMATION FORM**

**Please complete this form and return it to Accounts Payable, either by post or email.**

Organisation Name:

Address:

Postcode:

Contact Telephone Number:

Remittance Advice Email Address:

Purchase Order Email Address:

Vat Registration Number:

If you are registered for the Construction Industry Scheme, please fill in your CIS details

Unique Taxpayer Reference Number:

National Insurance Number:

Partnership Number:

Type of Subcontractor:

Bank/Building Society:

Branch:

Account Name:

Sort Code:

Account Number:

Completed By:

Position:

Date:

<b>Official Use Only:</b>		
Supplier Ref: _____	Created By: _____	Date: _____
	Checked By: _____	Date: _____

**GDPR – COUNCIL’S PRIVACY NOTICE REGARDING HOW YOUR DATA IS HANDLED**

Please go to <https://www.causewaycoastandglens.gov.uk/council/publications-policies/privacy-notice-finance>  
Some data may be shared as part of Council’s requirement to participate in the National Fraud Initiative. For details please see <https://www.causewaycoastandglens.gov.uk/nfi> for further details.



**DATA PROTECTION PROVISIONS MOU FOR DATA SHARING  
(ANNEX 8 from Grant Funding Agreement)**



To: The Chief Executive Officer of Causeway Coast & Glens District Council

cc: The Head of Regulatory Services

**Memorandum of Understanding between Department for Business, Energy & Industrial Strategy (Office for Product Safety & Standards) and Causeway Coast & Glens District Council to undertake:**

**PRODUCT SAFETY PROGRAMME BUILDING CAPACITY AND CAPABILITY IN Northern Ireland – 2021/22**

This MoU is designed to formalise the procedure relating to the exchange of information between the Office for Products Safety and Standards (OPSS) and local authority regulators responsible for product safety and compliance at points of entry into the UK. The purpose of the exchange of information is to facilitate a high level of product safety through interventions at ports and key border points of entry in the UK and to intercept unsafe and non-compliant products before they reach the market.

Specifically, the provision of information about consignments that have been flagged through HMRC databases as meeting previously set national product safety risk priorities that are being imported through a port or entry point within the local authority's jurisdiction. It also covers the reporting of interventions undertaken by the local authority in connection with the import of products into the UK.

Information will only be exchanged where it is lawful to do so. The relevant legal bases are detailed within this agreement.

- HMRC is responsible for the operation of Customs Handling of Import, Export Freight (CHIEF) and the Customs Declaration Service (CDS), which allows electronic processing of 99% of all customs declarations and duty payments. In processing two declarations every second, its speed and sophistication mean every declaration (75 million per year) can be risk assessed, allowing a balance between control and facilitation to be maintained.
- OPSS is responsible for market surveillance in the UK and is also a market surveillance and enforcement authority, as defined by regulations that implement EU product safety and compliance legislation and the Consumer Protection Act 1987 and the General Product Safety Regulations 2015.

- Local authority regulators, trading standards in Great Britain and environmental health in Northern Ireland undertake, along with other regulators that may have jurisdiction, product safety interventions at points of entry into the UK.

This MoU will cover arrangements in respect of the final stages of selection and intervention of goods at the UK border for product safety and compliance reasons. OPSS considers that the disclosure of information to local authorities operating at UK points of entry is necessary and proportionate because of the potential risk to public safety from the release of dangerous and non-compliant goods into the UK market.

### **The Legal Basis for information disclosure**

The disclosure of import information under this MoU will be in accordance with the provisions of Part 9 of the Enterprise Act 2002. Specified information which has come to OPSS in the connection with the exercise of its product safety and compliance functions may be disclosed if one of the permissions contained in Part 9 applies.

The subsequent disclosure of information to which section 237 applies in contravention of section 237(2) is an offence.

### **Other information**

For information not covered by a data gateway detailed above the onus is on OPSS to assess the information it holds, decide if it is in the public interest to disclose the information, ascertain if there are any restrictions that would prevent the disclosure of that information to the relevant local authority and to stipulate what security or confidentiality requirements should accompany access to the data.

### **The Procedures**

Using available intelligence sources OPSS will, in partnership with HMRC, instigate a series of risk priorities that will be implemented in the CHIEF database. Reports of consignments that match those risk priorities will be sent to OPSS for assessment along with import declarations provided by the relevant import agent.

OPSS will disclose to the relevant local authority information about imports which match the risk priorities having regard to any limitations on capability or capacity indicated by the local authority to OPSS in advance.

That information will be in the format of an email sent to a secure local authority email address containing;

- The E2 declaration
- The C88 import declaration
- Any further relevant information

The local authority will provide OPSS information about interventions it conducts at UK points of entry to facilitate an effective intelligence led feedback system and to facilitate any national reporting requirements.

The format for this feedback information will be determined and communicated to all authorities working at ports and border entry points.

The standard operating procedures included in Annex 8 will apply as developed and amended.

### **Security and Assurance**

The local authority agrees to:

- Take responsibility for the information that is disclosed and manage it appropriately within the local authority's information management system.

- Only use the information for purposes in a manner which it is permitted to do by law including forwarding to any other enforcement or market surveillance authorities exercising statutory functions.
- Only hold the data while there is a business need to keep it. Ensure that only people who have a genuine business need to see the data will have access to it and it is stored in a secure environment.
- Prepare for and respond to security incidents and report any data losses, wrongful disclosures or breaches of security relating to information originating from OPSS to the designated contacts immediately (within 24 hours of becoming aware). This includes both advising and consulting with OPSS on the appropriate steps to take, e.g. notification of the Information Commissioner's Office or dissemination of any information to the data subjects.
- Allow OPSS to carry out an audit to help in deciding whether OPSS should continue to provide the data, upon request.
- Provide written, signed assurance that they have complied with these undertakings regularly upon request.

### **Data Protection Legislation**

For the purposes of this MOU, Data Protection Legislation means the UK GDPR, the Data Protection Act 2018 where applicable, the applicable Human Rights Act 1998 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Nothing in this Memorandum of Understanding will limit the receiving authorities' legal obligations under the data protection legislation.

For the purposes of this clause, transfers of personal data shall mean any sharing of personal data by the local authority with a third party, and shall include, but is not limited to, granting a third-party controller access to the personal data.

It is envisaged that personal data will be limited to information identifying the consignor and consignee (including the names of living individuals and their addresses) of goods imported into the UK which are the subject of market surveillance and enforcement activities.

It is agreed that all personal data processed is for the performance of a task carried out in the public interest or in the exercise of official authority.

OPSS and the local authority each confirm that all processing of personal data is consistent with their published privacy statements.

Even in the event that the OPSS and the local authority jointly process personal data, each organisation must ensure compliance with all requirements under the data protection legislation and will comply with any obligations imposed on it.

Each party shall ensure that the personal data is:

- (i) Adequate, relevant and limited to what is necessary in relation to the purposes for which the Personal Data is processed under this Agreement; and
- (ii) Accurate and, where necessary, up to date; having taken every reasonable step to ensure that any inaccurate Personal Data (having regard to the purposes for which the personal data is processed under this Agreement) has been erased or rectified.

Each organisation shall, in respect of the personal data, ensure they provide clear and sufficient information to the data subjects, in accordance with the data protection legislation, of the purposes for which they will process their personal data, the legal basis for such purposes and such other information as is required by the data protection legislation if

personal data is to be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the data subject to understand the purpose and risks of such transfer.

### **Personal data breaches and reporting procedures**

In the event of any accidental or unlawful destruction, loss, alteration, disclosure or access to personal data, the parties shall each comply with its obligation (where applicable) to report to the Information Commissioner and (where applicable) data subjects and shall each inform the other party without undue delay of such breach irrespective of whether there is a requirement of notification to the Information Commissioner or any data subject.

OPSS and the local authority agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any such breach in an expeditious and compliant manner and agree to provide such assistance as is reasonably required to enable the other party to comply with requests from data subjects to exercise their rights under the data protection legislation within the time limits imposed by the data protection legislation.

In respect of the personal data the parties shall notify each other as soon as reasonably practicable after becoming aware if they:

- (a) received any communication from the Information Commissioner in connection with personal data processed under this Agreement;
- (b) receives a request from any third Party for disclosure of personal data where compliance with such request is required or purported to be required by law;
- (c) becomes aware of a loss of personal data.

In the event the data subjects request further information from either party about how their personal data is being processed, the recipient party shall consult the other party on the content of the response to the data subject.

### **Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)**

It is the intention of both parties that this MoU can be published as a statement of the cooperation between them and the shared objective of facilitating a high level of product safety and compliance through interventions at ports and border points.

The parties acknowledge that this MoU may be disclosed pursuant to a request made under FOIA and/or EIR.

In the event of one party receiving a request under FOIA and /or EIR that involves disclosing information that has been provided by the other party, it shall inform the other party and consult with it with a view to agreeing a position which is consistent complying with their respective legal obligations and allow it the opportunity to make representations on the potential impact of disclosure.

### **Reporting and review arrangements**


- This agreement covers the period from its signature to 31<sup>st</sup> March 2022
- Each party will be free to propose amendments or additions during the term of the agreement, which will be negotiated and inserted as revised versions of the MoU
- The agreement may be terminated by either party giving 3 months' notice

OPSS and Local Authority representatives will review the content and operation of this and similar MoUs with other ports and borders authorities on a regular basis which will include consideration of whether the information exchange is achieving its objectives and that the security arrangements are appropriate to the risks.

Contacts for the MoU

OPSS	CAUSEWAY COAST & GLENS DISTRICT COUNCIL
Name: Amanda Farrell Email: <a href="mailto:Amanda.farrell@beis.gov.uk">Amanda.farrell@beis.gov.uk</a> Tel: 0121 345 1284	Name: Email: Tel:

Signatories for the MOU

OPSS	CAUSEWAY COAST & GLENS DISTRICT COUNCIL
Signature: 	Signature:
Name: Sarah Smith Deputy Chief Executive Date: 30 <sup>th</sup> June 2021	Name: Date:

**Standard Operating Procedure – Facilitating Border Controls  
For completion by the four authorities with a port  
(ANNEX 9 of grant funding agreement)**

**1. Overview**

- This document sets out the working arrangements between The Office for Product Safety and Standards and the Local Authority operating at the point of entry into the UK.
- It outlines how to support and sustain effective and efficient border controls of non-food consumer products arriving in the UK within the area of responsibility of the Local Authority.

**2. Purpose**

- To ensure that appropriate controls are in place to ensure effective and efficient profiling of consumer products based on a risk based, intelligence led approach.
- To mutually agree on service provision and delivery between OPSS and the Local Authority
- To clarify roles and responsibilities.

**3. Service Agreement and Assumptions**

**OPSS will provide the following activities in support of this arrangement:**

- Provision of import entry documentation via a secure network.
- A detailed risk assessment for each consignment/entry.
- A suitable contact point.
- Quarterly analysis of the effectiveness of profiles.
- Consider, and where justified agree, directly with the Local authority and other relevant partners, urgent changes to profiles.
- Provide information to the Local Authority, in an appropriate timeframe, of any disruption to the provision of import documentation, e.g. ICT failures.

**The Local Authority will provide the following in support of this arrangement:**

- Identification of a secure network/mechanism for the receipt of import documentation.
- Contact details (email and/or phone numbers) that can be provided to freight agents who wish to contact the LA for an update on the status of a consignment;
- Management and use of documentation in line with the Memorandum of Understanding
- Respond to OPSS within two hours of receipt of documentation as to whether or not an assessment/intervention will be undertaken. This enables OPSS to facilitate the rapid release of consignments where an intervention is not undertaken.
- Reasons for identified action.

- Notify OPSS of the outcomes of the examination and the results of any assessments/testing that may have been undertaken via the monthly data returns spreadsheet.
- An appropriate point of contact
- Inform OPSS, within an appropriate timeframe, of changes to the availability of the Local Authority officers/capacity to undertake examinations.
- Inform OPSS, within an appropriate timeframe, of any disruption to services, e.g. ICT issues that may impact on the delivery of the service.

#### 4. Service Management

Efficient and effective border controls depend on effective communication and cooperation between both parties and consistent activities and service levels. The following sections provide relevant details on service availability, monitoring of in-scope activities and related components.

##### Service management by the OPSS:

- OPSS will be available by telephone between the hours of 09:00 - 17:00. However, email is the preferred communication route at [opss.enquiries@beis.gov.uk](mailto:opss.enquiries@beis.gov.uk)
- Emails received out of office hours will be stored and a response provided as soon as the office re-opens.

##### Service management by the Local Authority:

- During operational hours the service can be contacted on: [please insert operational contact number].
- [Please insert out of hours contact procedure which might be used in an emergency contact team or answer machine number which is reviewed at the start of the next operational day]
- The Local Authority will be contactable via secure email at [please insert a contact email for the service for internal use] during operational hours.
- Emails received out of office hours will be stored and a response provided as soon as the office re-opens.
- The trade contact point for the Local Authority is [please provide an email or other contact details that can be shared with affected businesses]

##### Document owner

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