

Recipient Name: Northern Ireland District Councils

Issue Date: 30 June 2021

Revision Date: 30 June 2021

MEMORANDUM OF UNDERSTANDING

Regarding the enforcement of regulatory checks on poultrymeat, beef and veal and eggs on behalf of the Department of Agriculture, Environment and Rural Affairs

Memorandum of Understanding (MoU) regarding the enforcement of regulatory checks on poultrymeat, beef and veal and eggs by the NI District Councils on behalf of the Department of Agriculture, Environment and Rural Affairs

Between

The Department of Agriculture, Environment and Rural Affairs,
Dundonald House, Upper Newtownards Road,
Ballymiscaw, Belfast, BT4 3SB ("DAERA")

And

Antrim and Newtownabbey Borough Council

Ards and North Down Borough Council

Armagh City, Banbridge and Craigavon Borough Council

Belfast City Council

Causeway Coast and Glens Borough Council

Derry City and Strabane District Council

Fermanagh and Omagh District Council

Lisburn City and Castlereagh Borough Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Newry, Mourne and Down District Council

Project manager for DAERA

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Project Contact for District Councils

Fiona McClements, Chair of NI Food Manager's Group, Mid Ulster Council

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Tel: 03000 132 132

Commencement

While many of the activities noted in this Memorandum of Understanding have been in practice prior to its creation, the MOU shall officially commence on 1 June 2021 and will be subject to annual review.

1. Definitions

- “the Governance Group” means the DAERA – District Council Governance Group.
- “Party” means either DEARA or the Councils.
- “the Parties” means both DEARA and Councils.

2. Background and Purpose of the MoU

2.1 Marketing and identification of agricultural or food products, including livestock, is devolved under Schedule 3 of the Northern Ireland Act 1998. DAERA is the NI Competent Authority for adherence to EU regulatory requirements for poultrymeat, beef, veal, and eggs. Specifically the following (as amended):

- Regulation (EU) No 1308/2013 of the European Parliament and of the Council (establishing a Common Market Organisation in agricultural products);
- Regulation (EC) No 1760/2000 of the European Parliament and of the Council (establishing ID & registration system for bovine animals and regarding labelling of beef & beef products);
- Regulation (EC) No 1825/2000 (establishing detailed rules for application of 1760/2000 with regards to labelling of beef & beef products);
- Regulation (EC) No 566/2008 (establishing detailed rules for application of 1308/2013 with regards to marketing of veal);
- Directive 2003/99/EC of the European Parliament & Council (on monitoring of zoonoses and zoonotic agents);
- Regulation (EC) No 517/2011 (on Community target for reduction of certain salmonella serotypes in laying hens);
- Regulation (EC) No 2160/2003 (on control of salmonella and other food-borne zoonotic agents); and
- Regulation (EC) No 543/2008 (establishing detailed rules for application of 1234/2007, since replaced by 1308/2013, with regards to marketing of poultrymeat).
- Regulation (EC) No 589/2008 (laying down detailed rules for application of 1234/2007, since replaced by 1308/2013, with regards to marketing of eggs).

2.2 The implementing domestic legislation is:

- Beef & Veal Labelling Regulations (Northern Ireland) 2010 (SR 2010 No 55) (providing for enactment of the relevant EU/retained EU regulations), as amended;
- Eggs and Chicks Regulations (Northern Ireland) 2010 (SR 2010 No 125) (providing for enactment of the relevant EU/retained EU regulations), as amended; and
- Poultrymeat Regulations (Northern Ireland) 2011(SR 2011 No 315) (providing for enactment of the relevant EU/retained EU regulations), as amended.

This shall be taken to mean the domestic legislation as amended from time to time.

2.3 DAERA is the competent authority for these agricultural commodities. However, through the domestic legislation listed above, the execution and enforcement of these powers in Northern Ireland is currently undertaken by both DAERA and the 11 Councils.

2.4 The responsibility for inspection of establishments operating in these sectors is based on their function:

- DAERA largely inspects meat processing plants such as slaughter houses and cutting plants, and in some cases primary producers (for poultrymeat). Regarding eggs, DAERA conduct inspections on producers and packing centres.
- Councils largely inspect cold stores, warehouse/distribution centres and local shops, such as butchers, which may be cutting and selling meat.
- There are occasions where DAERA and the District Councils may collaborate and conduct an inspection in partnership.

2.5 DAERA mostly acts independently of the Councils in terms of inspection and enforcement in its areas. Similarly, when Councils identify offences, they exercise enforcement powers independent of formal advice or governance from DAERA, though basic information on the offence is communicated to DAERA.

2.6 The purpose of this MoU is to supplement the provisions of the regulations; clarify the enforcement responsibilities for poultrymeat, beef, veal, and eggs together in one document; to formalise governance arrangements; and provide a formal data sharing agreement.

3. Principles behind the MoU

3.1 The responsibilities associated with this MoU are as per the requirements outlined in the legislation noted in sections 2.1 and 2.2. It is expected that all parties to the MoU will act in accordance with it.

3.2 The MoU relates to all enforcement activities undertaken by District Councils through the powers conferred on them by the domestic legislation above.

3.3 The District Councils will use suitably qualified and trained officers, employed by

Councils, to carry out predetermined checks and audits associated with the enforcement of the beef and veal, eggs and poultry regulations (outlined at 2.1 and 2.2) at wholesale and retail premises located within each Council's area.

- 3.4 DAERA will provide ongoing enforcement guidance and support to Councils in support of enforcement activity.
- 3.5 Both parties recognise that enforcement activity carried out under EU legislation may be subject to audit, by authorities acting under the direction of the Commission.

4. Governance and Management of the MoU

- 4.1 A DAERA - District Council Governance Group will have overall responsibility for this MoU. Details of membership and Terms of Reference of the Governance Group are provided at Annex 3. The Governance Group will adhere to the principles and disciplines of Managing Public Money in Northern Ireland and will meet annually.
- 4.2 Membership of the Governance Group as set out in Annex 3 is at the date of this MOU, and may change from time to time. The Parties agree that any change in membership will be notified to the other Party in writing/by e-mail as soon as possible.
- 4.3 Any operational delivery issues relating to this MoU will be raised at the annual meetings of the Governance Group.
- 4.4 In addition to the Governance Group oversight, the District Councils will submit annual enforcement activity reports to DAERA's Key Contacts (at Section 9). The details of the reports will be agreed by both Parties.
- 4.5 However, either Party may raise, at any time, urgent issues that require consideration by both Parties acting jointly (either via the Key Contacts or the Governance Group).
- 4.6 Each Party will, as soon as reasonably practicable, inform the other party when it becomes aware of any deficiency in the quality of the service and will take immediate steps to investigate and resolve any problems. The Party causing the deficiency should work to resolve the deficiency within a period agreed with the other Party.
- 4.7 Issues arising which affect the essence or interpretation of this MoU or the delivery of enforcement activities by the District Council shall be firstly referred to the Key Contacts.
- 4.8 If the Key Contacts cannot agree, the matter shall then be referred to the Governance Group.
- 4.9 If the Governance Group cannot resolve the issue, it may be raised with DAERA's Director of Sustainable Agri-Food Development Division and the Councils' Heads of Service.

5. Information and Records Management

- 5.1 The Councils shall retain records of activities undertaken under the legislation listed at section 2 (such activities described at Annex 2) in a format agreed by both Parties, subject to the principles outlined at Section 4 in a format feasible

within the Council's management system's capabilities.

- 5.2 The Parties shall ensure that any personal and/or commercially sensitive information obtained under the inspection and enforcement process is handled securely in accordance with applicable data protection legislation.
- 5.3 Where reasonably required, the Parties may request any additional relevant information, in addition to the annual enforcement activity reports referred to at section 4.
- 5.4 All such records may be stored electronically.

6. Data Protection and Data Sharing

- 6.1 DAERA takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information is processed in a way which complies with the requirements of the General Data Protection Regulation 2016 and the Data Protection Act 2018. This means that any personal information shared should only be processed for the purpose for which it has been provided unless permission is granted otherwise by the data owner.
- 6.2 DAERA's Privacy Statement can be found at:-
<https://www.daera-ni.gov.uk/sites/default/files/publications/daera/18.19.153%20DAERA%20Privacy%20Statement%20Update%20June%202019%20Final.pdf>
- 6.3 The Councils and DAERA will similarly comply with the data protection legislation above.
- 6.4 For the purposes of carrying out statutory functions under the domestic legislation outlined in paragraph 2 in relation to regulatory checks and enforcement regarding poultry, beef, veal and eggs, the Parties agree to share data in accordance with the data sharing agreement contained in Annex 4.

7. Review, Variation and Termination of the MOU

- 7.1 The Parties shall conduct an annual review of the MOU, with proposed amendments considered by the Governance Group.
- 7.2 Any performance or resource issues, including any real or perceived need to review or change priorities, may be raised at any time in writing/by e-mail by any party.
- 7.3 All variations to this MoU must be agreed in writing and signed by the Key Contacts. Where variations are substantive, these will be referred to the Governance Group for agreement.
- 7.4 This MOU may be terminated by either Party giving notice in writing. As much notice as possible should be given.

8.1 Key Contacts

8.2 Signatories to the Memorandum of Understanding (including the Data Sharing Agreement at Annex 4)

Signed on behalf of DAERA	
Signature: STEPHEN JOHNSTON _____	
Date: 24 May 2021	
Name in Capitals: STEPHEN JOHNSTON Head of Agri-Food Policy Branch II Department of Agriculture, Environment & Rural Affairs (DAERA) Dundonald House Upper Newtownards Road Ballymiscaw Belfast BT4 3SB	
Signed on behalf of each of the District Councils of Northern Ireland	
 _____ Name (block capitals): _____ Council: Antrim and Newtownabbey Borough Council Date: _____ _____ Name (block capitals): _____ Council: Ards and North Down Borough Council	

Date:

Name (block capitals):

Council: Armagh City, Banbridge and Craigavon Borough Council

Date:

Name (block capitals):

Council: Belfast City Council

Date:

Name (block capitals):

Council: Causeway Coast and Glens Borough Council

Date:

Name (block capitals):

Council: Derry City and Strabane District Council

Date:

Name (block capitals):

Council: Fermanagh and Omagh District Council

Date:

Name (block capitals):

Council: Lisburn City and Castlereagh Borough Council

Date:

Name (block capitals):

Council: Mid and East Antrim Borough Council

Date:

Name (block capitals):

Council: Mid Ulster District Council

Date:

Name (block capitals):

Council: Newry, Mourne and Down District Council

Date:

NI District Councils carrying out checks

The Following NI District Councils have undertaken to carry out specified checks relating to regulatory requirements on behalf of DAERA

Antrim and Newtownabbey Borough Council

Ards and North Down Borough Council

Armagh City, Banbridge and Craigavon Borough Council

Belfast City Council

Causeway Coast and Glens Borough Council

Derry City and Strabane District Council

Fermanagh and Omagh District Council

Lisburn City and Castlereagh Borough Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Newry, Mourne and Down District Council

Enforcement checks to be carried out by NI District Councils' Environmental Health Officers on behalf of DAERA (under legislation at Section 2)

1. Poultrymeat

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

1.1 Carcasses and Cuts

EHOs will be responsible for checking compliance at wholesale and retail premises with:

- the definitions of carcasses and cuts;
- the forms of presentation (e.g. partially eviscerated, with or without giblets) and composition of giblets; and
- grading criteria (class A or B).

1.2 Labelling

EHOs will be responsible, at wholesale and retail premises, for:

- checking compliance with the use of permitted names on labels;
- ensuring that any supplementary terms are not misleading;
- checking that any alternative products are not labelled in such a way as would cause confusion with products under the scope of the Regulation;
- checking compliance with indications of chilling method;
- checking compliance with SMT labelling indications, including supplementary and foie gras indications;
- checking compliance with the labelling requirements for pre-packed and non pre-packed poultrymeat; and
- checking product names and terms are indicated in an appropriate Community language.

1.3 Storage Temperature

EHOs will be responsible for checking compliance with the specified storage temperatures for fresh, frozen and quick-frozen poultrymeat at wholesale and retail premises.

1.4 Water Content Checks

Where there are serious grounds for suspecting irregularities, enforcement authorities may carry out non-discriminatory random checks of frozen or quick-frozen chickens to verify compliance with the water content requirements. Tests of poultrymeat from Member States cannot take place at the border, and should normally be carried out at the place of destination.

2. Beef and veal

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

2.1 Carcasses and cuts

EHOs will be responsible for checking compliance at wholesale and retail premises with:

- the labelling of carcasses and cuts;
- the derogations for certain forms of presentation (minced, trimmings, pre-packed cut beef or non pre-packed cut beef)

2.2 Labelling

EHOs will be responsible, at wholesale and retail premises, for:

- checking compliance with the use of permitted names on labels;
 - ensuring that any supplementary terms are not misleading;
 - checking that any alternative products are not labelled in such a way as would cause confusion with products under the scope of the Regulation;
 - ensure the following indications are included on all beef and veal products:
 - (a) a reference (batch) number or reference code ensuring the link between the meat and the animal or animals;
 - (b) the approval number of the slaughterhouse at which the animal or group of animals was slaughtered and the Member State or third country in which the slaughterhouse is established;
 - (c) the approval number of the cutting hall which performed the cutting operation on the carcass or group of carcasses and the Member State or third country in which the hall is established;
 - (d) Member State or third country of birth;
 - (e) all Member States or third countries where rearing took place;
 - (f) Member State or third country where slaughter took place; however, where the beef is derived from animals born, reared and slaughtered in Northern Ireland, the indication may be given as 'Origin: United Kingdom (Northern Ireland)'
- Ensure the following indications are included in addition to the above on veal products: (a) the age of the animal at slaughter using the category identification number or age in months; and (b) the sales description
- checking compliance with the labelling requirements for pre-packed and non pre-packed beef and veal, such as minimum information to display at non pre-packed beef retail counters and information that must be available to the consumer upon request. All non-packed cut meats should be displayed for sale with the name of which country the meat came from, in which country the animal was born, reared and slaughtered, followed by the name of the country in which the carcasses were cut up and
 - checking product names and terms are indicated in an appropriate Community language.

3. Eggs

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

3.1 Labelling

EHOs will be responsible, at retail and mass caterer premises, for checking labels include the following:

- Name and address of packing centre or business
- Class (A) eggs should be marked with the producer code
- Size of eggs (Very Large or XL, Large or L, Medium or M, Small or S or eggs of different sizes with a minimum weight)
- Method of production ("Organic", "Free Range", "Barn" or "Eggs from Caged Hens")
- Number of eggs in pack (if not clearly visible)
- Explanation of Code on Eggs
- Consumer advice to keep chilled after purchase
- Best before date (maximum 28 days after lay) and must be removed from sale i.e. "delivered to consumer" within 21 days of lay

3.2 Temperature

EHOs will be responsible for checking compliance with the specified storage temperatures:

- Class A eggs should not be chilled in premises where the temperature is artificially maintained at less than 5 °C
- Eggs which have been kept at a temperature below 5 °C during transport for not more than 24 hours or on retail premises for not more than 72 hours shall not be considered as chilled.

DAERA - District Council Governance Group Terms of Reference

1. Purpose

This group has overarching responsibility in the following areas:

- Reviewing the MoU and determining and considering any substantive variations.
- Considering and determining disputed matters which cannot be resolved by the Key Contacts that are referred to the Governance Group.
- Assessing annual enforcement activity.

2. Membership

Stephen Johnston (DAERA representative)

Kieran Coghlan (DAERA representative)

Fiona McClements (NI District Council representative)

Paula O'Neill (NI District Council representative)

3. Term

These Terms of Reference (ToR) are effective from 1 April 2021 and will remain in place until terminated by agreement of the Membership.

Data sharing agreement between DAERA and NI District Councils relating to the enforcement of marketing standards in the Poultrymeat, Eggs & Chicks and Beef & Veal sectors

1.	<p>Parties to the agreement</p> <p>Department of Agriculture, Environment & Rural Affairs</p> <p>Agri-Food Policy II Branch</p> <p>Dundonald House</p> <p>Belfast</p> <p>BT4 3SB</p> <p>11 District Councils of Northern Ireland</p> <p>(As at Annex 1)</p>
2.	<p>Introduction</p> <p>Marketing and identification of agricultural or food products, including livestock, is devolved under Schedule 3 of the Northern Ireland Act 1998. Under Northern Ireland Statutory Rules (per section 4 below), DAERA is the competent authority for Eggs & Chicks, Beef & Veal and Poultrymeat; however the execution and enforcement of these powers in Northern Ireland (NI) may currently be undertaken by DAERA and/or the 11 Councils.</p> <p>The responsibility for inspection of establishments operating in these sectors is based on their function:</p> <ul style="list-style-type: none"> • DAERA largely inspects meat processing plants such as slaughter houses and cutting plants, and in some cases primary producers. • Councils largely inspect cold stores, warehouse/distribution centres and local shops such as butchers which may be cutting and selling on meat. <p>DAERA mostly acts independently of the Councils in terms of inspection and enforcement in their areas. Similarly, when Councils identify offences, they exercise enforcement powers independent of formal advice or governance from DAERA, though basic information on the offence is communicated to DAERA.</p> <p>While DAERA uses the Food Standards Agency Northern Ireland (FSA NI) database for maintaining inspection lists, Councils maintain their own lists of smaller shops and premises which fall outside DAERA's current functions. The current situation therefore involves substantial information exchange between these three parties.</p>

3.	<p>Purpose</p> <p>As stated above, the purpose of this agreement is to enable and formalise data sharing between those authorities, designated in legislation, with responsibility for marketing standards in the Eggs & Chicks, Beef & Veal and Poultrymeat sectors. This will help to ensure EU equivalence and facilitate current and future arrangements between the authorities in relation to, for example, checks and approvals.</p> <p>DAERA, as the competent authority, is required to ensure that lists of approved operators checked for marketing standards can be verified and that those approved establishments listed are subject to a programme of robust and effective inspections and enforcements. The programme should be maintained with a clear and rational audit trail.</p> <p>The audit trail may extend beyond the UK. Where required, the processes and list may be subject to inspection by international trade partners such as individual countries or trading blocs.</p> <p>Data across marketing standards and approved establishments lies with multiple parties as highlighted above. The parties involved require a clearly defined and authorised means of access to and sharing of relevant data sources.</p>
4.	<p>Organisations Involved</p> <ul style="list-style-type: none"> • Department of Agriculture, Environment & Rural Affairs <p>11 District Councils of Northern Ireland</p>
5.	<p>Data to be Shared</p> <p>The data to be shared will pertain directly to what is prescribed by the relevant legislation, including:</p> <ul style="list-style-type: none"> • Name of producer / retailer • Monitoring and Inspection Programmes • Risk assessments and data required to undertake them • Approved Establishments lists and their enforcement • Marketing Standards lists and their enforcement • The Registered Premises lists and their enforcement • Labelling requirements, labelling information and indications • Allowing traceability of produce from farm to fork including marketing standards elements of Official Controls.
6.	<p>Information use</p> <p>The sharing and use of this information by the partner organisations is required to ensure adherence to relevant legislation.</p> <p>In all cases, the originating partner will remain the owner of the information – the data controller – where information is edited or updated by a receiving</p>

	<p>partner, they must make this clear.</p> <p>Information will not be released to third parties outside the agreement, without the consent of the original partner unless it is already publically available.</p>
7.	<p>Requests for information</p> <p>Responsibility for dealing with a request for general information or environmental information will rest with the organisation who owns the information. It must not be disclosed to any person or into the public domain without prior consultation and agreement with the originating sources.</p> <p>Requests under UK GDPR, FOI Act (2000) or the Environmental Information Regulations (2004) must be dealt with by the partner receiving the request. Each partner may request reasonable assistance from the other partners in order to respond to any such requests.</p> <p>Where information held is relevant to a request and is identified as originating from another partner, it will be the responsibility of the partner who has received the request to contact the originator of the data to determine whether the originator wishes to claim an exemption from the provisions of the UK GDPR/FOI/EIR provisions. Due to legislative timeframes, it is essential this work is processed quickly between partners.</p>
8.	<p>Responsibilities of each party</p> <p>Each party must ensure adequate steps are taken to prevent:</p> <ul style="list-style-type: none"> • Accidental or deliberate destruction or modification of the information • Unauthorised access to information or any systems holding the information • Misuse of the information • Loss of data. <p>Each party must ensure that security protocols are in place for audits in line with their own policies and procedures, as they relate to the UK GDPR.</p> <p>Each party is responsible for ensuring organisational and security measures are in place to protect the lawful use of any information shared.</p> <p>Each party will ensure that staff are only given access to personal data where there is a legal right, in order for them to perform their duties in connection with delivery of this service.</p> <p>Each party will ensure that staff who access information under this agreement are aware of their responsibilities under the UK GDPR and DPA 2018.</p> <p>Each party must ensure that staff accessing shared information follow the</p>

	<p>procedures and standards specified in this agreement.</p> <p>Each party must have and adhere to a retention and disposal policy.</p> <p>Each party will share with the other partners the outcome of any relevant audits, inspections or reviews.</p>
9.	<p>Security</p> <p>All parties must adhere to their Data Protection Policies and the UK GDPR.</p> <p>All information must be handled in accordance with Government guidelines and the UK GDPR and Data Protection Act 2018, for handling and processing personal information.</p> <p>All staff must be fully aware of, and abide by, their duties and responsibilities and comply with the seven principles of the UK GDPR.</p> <p>Personal/restricted data that is stored/located in private premises, or removed from those premises to be utilised in the field for business purposes, must be processed in line with these same UK GDPR principles.</p> <p>Data retrieved from DAERA will be processed for the purposes of this agreement only. Similarly any data retrieved from the Councils will only be processed by DAERA for the purposes of this agreement only.</p> <p>Data shared must be processed for the purpose of this agreement only. This should not be released to a third party without prior knowledge and explicit consent of DAERA. Any misuse of this information will result in a breach of the agreement.</p> <p>Any paper copies of data must be securely stored in locked cabinets, accessible only to authorised staff.</p>
10.	<p>Retention and disposal</p> <p>Information will be retained by the respective parties in line with their retention and disposal schedules, to permit any ongoing cases or appeals to be heard. (For DAERA, this will be a retention period of 7 years.)</p>
11.	<p>Security incidents or data breaches</p> <p>Each party will be responsible for investigating their own data loss incidents in relation to information shared, and will notify the others of any such loss. DAERA must be informed immediately in the event of data breach or loss. All such incidents should be reported to:</p> <p>Information & Communication Branch Manager Sharon Conway Ballykelly House</p>

	<p>1st Floor 111 Ballykelly Road Limavady BT49 9HP</p> <p>Tel: 028 7744 2216 Email: vsinfo@commsbranch@daera-ni.gov.uk</p> <p>In the event of such an incident, DAERA will instigate an investigation in line with the DAERA Information Loss Handling Plan. All partners will engage fully in the resolution of such an incident, by assisting in the investigation being carried out. Where appropriate Councils will instigate their own data breach procedures. DAERA will similarly, make the Councils aware of any data loss incidents in relation to information shared.</p>
12.	<p>Review/Termination of Data Sharing Agreement</p> <p>All partners agree to inform the other partners in writing in the case of termination of agreement.</p> <p>Data will be deleted in a secure fashion if requested.</p> <p>This Data Sharing Agreement will be reviewed 12 months after the date of signing, and yearly thereafter. If any significant change takes place which means the agreement becomes unfit for purpose, the agreement will be updated as necessary and a new version circulated. Any partner can request a review at any time.</p>
13.	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>