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| <b>Title of Report:</b>                | <b>Funding offer from Department of Business Energy &amp; Industrial Strategy (BEIS), Office for Product Safety and Standards (OPSS) Product Safety Programme 2021-2022 (11 NI Councils)</b> |
| <b>Committee Report Submitted To:</b>  | <b>Environmental Services Committee</b>  |
| <b>Date of Meeting:</b>                | <b>10<sup>th</sup> August 2021</b>   |
| <b>For Decision or For Information</b> | <b>For Decision</b>  |

|  |   |
|--|---|
| <b>Linkage to Council Strategy (2021-25)</b> |   |
| Strategic Theme                              | Accelerating our Economy and Contributing to Prosperity |
| Outcome                                      | Compliance with statutory duty                          |
| Lead Officer                                 | Head of Health & Built Environment                      |

|                                    |                          |
|------------------------------------|--------------------------|
| <b>Budgetary Considerations</b>    |                          |
| Cost of Proposal                   | Grant funding £60,041.66 |
| Included in Current Year Estimates | YES/NO                   |
| Capital/Revenue                    | N/A                      |
| Code                               | 21601 4091               |
| Staffing Costs                     | £60,041.66               |

|  |  |        |       |
|--|--|--------|-------|
| <b>Screening Requirements</b>            | Required for new or revised Policies, Plans, Strategies or Service Delivery Proposals. |        |       |
| Section 75 Screening                     | Screening Completed:   | Yes/No | Date: |
|  | EQIA Required and Completed:   | Yes/No | Date: |
| Rural Needs Assessment (RNA)             | Screening Completed  | Yes/No | Date: |
|  | RNA Required and Completed:  | Yes/No | Date: |
| Data Protection Impact Assessment (DPIA) | Screening Completed:   | Yes/No | Date: |
|  | DPIA Required and Completed:   | Yes/No | Date: |

## **1.0 Purpose of Report**

- 1.1 The purpose of this report is to seek approval to accept an offer of grant monies from the Department of Business Energy and Industrial Strategy (BEIS), Office for Product Safety and Standards (OPSS) and to administer the funding to the remaining 10 NI Councils for the current financial year.

## **2.0 Background (to include any previous decisions of Council)**

- 2.1 Correspondence has been received from BEIS/OPSS on the 30<sup>th</sup> June 2021 offering grant monies to continue support a Product safety programme specifically around consumer goods. Members may recall that grant funding of approximately £55K was received for this purpose during 2020-2021. A copy of the grant offer is attached as Appendix 1 to this report.
- 2.2. Council has been offered the funding on behalf of all 11 NI Councils (£605,00.00) and for which administrative costs have been included. (£10,500.00)
- 2.3 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). The funded activities of the grant are outlined in Annex 2(a) pages 28-31.
- 2.4 The award was made following the submission of an application and workplan by EHNI (Consumer Protection subgroup) which is contained in Annex 2(b) pages 32-36 of the letter of offer.
- 2.5 The grant offer includes a timetable for claim submission and to ensure that all data is provided by Councils to meet these strict requirements, an SLA has been prepared to clarify roles and responsibilities of the administrator (ourselves) and the other 10 Councils. Ports and Border authorities have additional individual responsibilities. A copy of the SLA is provided at Appendix 2 to this report and details the maximum claims payable to each Council.
- 2.6 All funding will be paid quarterly in arrears to the value of the approved claim and only after monies have been released by OPSS to ourselves as administrators.

## **3.0 Recommendation**

**It is recommended** that the Environmental Services Committee recommends to Council the acceptance of this offer and authorises Head of Health and Built Environment sign and return the grant acceptance form and additional documentation.

**It is further recommended** that the Service Level Agreement be issued to the other 10 NI Councils for completion and return for the effective administration of the grant funding.



Department for  
Business, Energy  
& Industrial Strategy

Bryan Edgar  
Causeway, Coast and Glens District Council  
Civic Headquarters  
Cloonavin  
66 Portstewart Road  
Coleraine  
BT52 1EY

30<sup>th</sup> June 2021

Dear Bryan

**PRODUCT SAFETY PROGRAMME — 2021/22**

1. I am pleased to inform you that Secretary of State for Business, Energy and Industrial Strategy (referred to in this letter as “**We**”/ “**Us**”/ “**Our**”), offers Causeway, Coast and Glens (referred to in this letter as “**You**”/ “**Your**”) a grant (“**Grant**”) subject to Your agreement to, and compliance with, the terms and conditions set out in this agreement (the “**Grant Funding Agreement**”).

The Grant Funding Agreement includes and incorporates this letter along with the following documents:

- ANNEX 1: The standard **Terms and Conditions**;
- ANNEX 2: The description of the **Funded Activities**;
- ANNEX 3: The **Payments Schedule**;
- ANNEX 4: Your **Bank details**;
- ANNEX 5: The **Eligible Expenditure**;
- ANNEX 6: The **Grant Claim Form requirements**
- ANNEX 7: The **Contact details**
- ANNEX 8: The terms relating to **MoU for Data Sharing**
- ANNEX 8: The **Standard Operating Procedure**

2. The Grant 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.

**Amount of Grant**

3. The maximum amount of Grant offered is up to £605,000 (six hundred and five thousand pounds) and is provided to Causeway Coast & Glens District Council acting as a lead authority on behalf of all eleven 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.

## **Purpose of Grant**

4. The Grant is offered to You to contribute to certain expenditure (see paragraph 5, “**Eligible Expenditure**”) where that expenditure is reasonably incurred by You in undertaking (“**the Funded Activities**”).
5. A description of the Funded Activities is set out in **Annex 2** to this letter.

## **Eligible Expenditure**

6. Subject to paragraphs 7 and 8, the Eligible Expenditure is limited to the costs specified in **Annex 5** to this letter.
7. Under no circumstances may the Grant be claimed or used to cover any Ineligible Expenditure listed in paragraph 5.3 of **Annex 1** to this Grant Funding Agreement or to cover costs incurred for those purposes (and any such costs do not constitute Eligible Expenditure for the purposes of this Grant Funding Agreement). The Eligible Expenditure must be kept to the minimum for the efficient conduct of the Funded Activities, and expenditure that We reasonably determine to be in excess of that amount does not constitute Eligible Expenditure.

## **Funding Period**

8. The Eligible Expenditure for which the Grant is awarded is expenditure limited to costs which are incurred between **1<sup>st</sup> April 2021** and **31<sup>st</sup> March 2022**.

## **Payment of Grant**

9. The Grant will be paid in arrears, on a reimbursement basis upon receipt from You of an invoice in the form set out in **Annex 6** to this Grant Funding Agreement.

## **Accountable Officer**

- 10.1 You must appoint a person (the “**Accountable Officer**”) responsible for ensuring that You use the Grant in compliance with the Grant Funding Agreement and notify Us of the identity of the Accountable Officer.
- 10.2 The Accountable Officer must maintain oversight of Your use of the Grant and:
  - a) safeguard, control and ensure the efficient, economical and effective management of the Grant;
  - b) advise You on the discharge of Your responsibilities under the Agreement and under any subsequent terms and conditions agreed by You and Us, or any guidance or other information notified by Us;
  - c) ensure that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the Grant;
  - d) be responsible for signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in a form that complies with generally accepted accounting practices to which You are subject; and
  - e) ensure that conflicts of interest are avoided.

## Grant Claims

11. Your Grant claim[s] must include the following:
- a) the information and evidence required for the relevant instalment in Condition 4 in **Annex 1**; and
  - b) accompanying that information and evidence, the appropriate assurance required by Condition 7 in **Annex 1**.

## Reasonable assurance report

Not required.

## Conditions Precedent

12. The offer of Grant is conditional on You providing Us with the following:
- a) the completed and signed form in **Annex 4** confirming Your bank details and the details of Your signatories;
  - b) evidence showing that an Accountable Officer has been appointed;
13. You must ensure that We receive the information and evidence required above within one month of the date of this Grant Funding Agreement. Should You fail to do so, or should We reasonably conclude that the information and evidence provided prior to that deadline is unsatisfactory, We shall be entitled to withdraw the Grant (and any Grant already paid by then will be repayable with interest).

## Assets

Not applicable

## Warranties

14. By signing this Grant Funding Agreement, you warrant and represent that:
- a) Your obligations under the Grant Funding Agreement are legal, valid, binding and enforceable;
  - b) all authorisations and consents necessary to enable You to enter into and perform the obligations in the Grant Funding Agreement have been obtained; and
  - c) the person signing this Grant Funding Agreement is duly authorised to sign on your behalf.
15. Nothing in the Grant Funding Agreement or the provision of Grant gives or is intended to give rise to contractual relations.

## Notices and contact

16. In communicating with Us, Your contact within the Department of Business, Energy and Industrial Strategy is:

Amanda Farrell ([amanda.farrell@beis.gov.uk](mailto:amanda.farrell@beis.gov.uk))

**Acceptance**

17. If You wish to accept this offer, You must sign and date the duplicate copy of this Grant Funding Agreement as indicated below and return one signed copy to Us. It must be signed by someone who is authorised to sign on behalf of your organisation. Please provide evidence of their authority to sign and bind your organisation. Please also provide a day-to-day contact name and email address.

Yours sincerely



**Sarah Smith**  
**Deputy Chief Executive**  
**Office for Product Safety & Standards**

**Agreement**

I confirm, for and on behalf of Causeway Coast & Glens District Council, the agreement of Causeway Coasts & Glens District Council to the terms and conditions set out or referred to in this Grant Funding Agreement.

Signed: .....

Printed Name: .....

Position: .....

Date: .....

**Day to day contact for the Grant:**

Name: .....

Position: .....

Email address: .....

**Accountable Officer for the Grant:**

Name: .....

Email address: .....

## ANNEX 1

### TERMS AND CONDITIONS

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## 1. INTRODUCTION

- 1.1 These are the conditions collectively (“the Conditions”) which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.2 The parties confirm that it is their intention to be legally bound by this Grant Funding Agreement. Nothing in the Agreement or the provision of Grant gives or is intended to give rise to contractual relations.
- 1.3 The Authority makes this Grant to the Grant Recipient to build capacity and capability to ensure there is a robust product safety system UK-wide. The criteria and deliverables requested are set out in **Annex 2**.

## 2. DEFINITIONS AND INTERPRETATION

- 2.1 Where they appear in these Conditions:

**Annex** means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

**Asset** means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset or Major Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

**Asset Owning Period** means the period during which the Assets are recorded as Assets in the Grant Recipient’s accounts;

**Authority** means the Secretary of State for Business, Energy and Industrial Strategy;

**Authority Personal Data** means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

**Bribery Act** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

**Code of Conduct** means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/754555/2018-11-06\\_Code\\_of\\_Conduct\\_for\\_Grant\\_Recipients.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf), including any subsequent updates from time to time;

**Commencement Date** means the date on which the Grant Funding Agreement comes into effect, being the **1<sup>st</sup> April 2021**.

**Confidential Information** means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party’s personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
  - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party;and

- (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority Personal Data;
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 10 of these Conditions;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

**Contracting Authority** means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

**Controller and Processor** take the meaning given in the UK GDPR;

**Change of Control** means the sale of all or substantially all the assets of a Party; any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than fifty percent (50%) of the voting capital stock of a Party in one or more related transaction;

**Crown Body** means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

**Data Protection Legislation** means (i) the UK GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable Law relating to the processing of Personal Data and privacy;

**Disposal** means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;

**Domestic Law** means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;

**Domestic Successor** means, as the context requires, either:

- (a) a body that takes over the functions of the European Commission in the United Kingdom on the date it withdraws from the European Union; or
- (b) the relevant court in the United Kingdom which takes over the functions of the Court of Justice of the European Union on the date the United Kingdom withdraws from the European Union;

**Duplicate Funding** means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to the Authority;

**Eligibility Criteria** mean the Authority's selection criteria used to determine who should be grant recipients including the Grant Recipient;

**Eligible Expenditure** means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;

**EIR** means the Environmental Information Regulations 2004;

**Event of Default** means an event or circumstance set out in paragraph 24.1;

**Financial Year** means from 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022;

**Fixed Assets** means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Funded Activities** means the activities set out in **Annex 2**;

**Funding Period** means the period for which the Grant is awarded starting on the **1<sup>st</sup> April 2021** and ending on **31<sup>st</sup> March 2022**.

**UK General Data Protection Regulation** and **UK GDPR** means the General Data Protection Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

**Grant** means the sum or sums the Authority will pay to the Grant Recipient in accordance with the Grant Funding Agreement including but not limited to paragraph 4 of the Conditions and subject to the provisions set out at paragraph 24;

**Grant Claim** means the payment request invoice or documentation accompanying the invoice submitted by the Grant Recipient to the Authority for payment of the Grant in form specified by **Annex 6**;

**Grant Funding Agreement** means the Grant Funding Letter together with its Annexes, including but not limited to this **Annex 1**;

**Grant Funding Letter** means the letter the Authority issued to the Grant Recipient dated 30<sup>th</sup> June 2021.

**Grant Manager** means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant

**HRA** means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**Ineligible Expenditure** means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

**Information Acts** means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

**Intellectual Property Rights or IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**IPR Material** means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

**Instalment Period** means the intervals set out in **Annex 3** when the Authority will release payment of the Grant to the Grant Recipient during the Funding Period;

**Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

**Losses** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**Match Funding** means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;

**Maximum Sum** means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 24;

**Party** means the Authority or Grant Recipient and **Parties** shall be each Party together;

**Personal Data** has the meaning given to it in the Data Protection Legislation as amended from time to time;

**Procurement Regulations** means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

**Prohibited Act** means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Funding Agreement; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Funding Agreement;
- (b) committing any offence:
  - (i) under the Bribery Act;
  - (ii) under legislation creating offences in respect of fraudulent acts; or
  - (iii) at common law in respect of fraudulent acts in relation to the Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

**Publication** means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the Authority;

**Remedial Action Plan** means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Rectification Plan process set out in paragraphs 24.4

**Representatives** means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

**Special Payments means** ex gratia expenditure **by the Grant Recipient to a third party** where no legal obligations exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

**Third Party** means any person or organisation other than the Grant Recipient or the Authority;

**Unspent Monies** means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;

**VAT** means value added tax chargeable in the UK;

**Working Day** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2 In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;

- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;
- (7) references to "representations" will be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Grant Funding Agreement;
- (8) references to "paragraphs" and "Annexes" are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1 The Grant Funding Letter;

2.3.2 The Annexes to the Grant Funding Letter except Annex 1 (Terms and Conditions);  
and

2.3.3 Annex 1 (Terms and Conditions).

## **CONDITIONS**

### **3. DURATION AND PURPOSE OF THE GRANT**

- 3.1 The Funding Period starts on 1<sup>st</sup> April 2021 (the **Commencement Date**) and ends on 31<sup>st</sup> March 2022 unless terminated earlier in accordance with this Grant Funding Agreement.
- 3.2 The Grant Recipient will ensure that the Funded Activities start on 1<sup>st</sup> April 2021 but where this has not been possible, that they start no later than one month after the Commencement Date.
- 3.3 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities.
- 3.4 If the Authority wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on one month's written notice to the Grant Recipient.

#### 4. PAYMENT OF GRANT

- 4.1 Subject to the remainder of this paragraph 0 the Authority shall pay the Grant Recipient an amount not exceeding £605,000 (six hundred and five thousand pounds). The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2 The Grant Recipient must complete and sign the Confirmation of Bank Details and Signatories (**Annex 4**) as part of their acceptance of the Grant. No payment can be made in advance of receipt of a correctly completed and signed form.
- 4.3 The signatory must be the chief finance officer or someone with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to the Authority for approval, as soon as known.
- 4.4 The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities
- 4.5 The Authority will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The Authority will not pay the Grant until it is satisfied that the Grant Recipient has paid for the Funded Activities in full and the Funded Activities have been delivered during the Funding Period.
- 4.6 The Grant Recipient will provide the Authority with evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.2 which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.7 The Grant Recipient shall declare to the Authority any Match Funding which been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the Authority before accepting or using any such Match Funding. On notifying the Authority of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the Authority shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the Authority does not agree to the use of Match Funding the Authority shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 24.1.9 and where applicable, require all or part of the Grant to be repaid.
- 4.8 Where the use of Match Funding is permitted the Grant Recipient shall set out any Match Funding it receives in the format required by Annex 2 and send that to the Authority. This is so the Authority knows the total funding the Grant Recipient has received for the Funded Activities.
- 4.9 The Grant Recipient agrees that:
  - 4.9.1 it will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;
  - 4.9.2 the Authority may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
  - 4.9.3 The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:

- (i) the Grant will be used for Eligible Expenditure only; and
- (ii) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the Authority.

- 4.10 The Grant Recipient shall submit by the **31<sup>st</sup> May 2022** the Grant Claim together with a copy of Annex 5 of these Conditions (Eligible Expenditure) and any other documentation as prescribed by the Authority, from time to time.
- 4.11 Unless otherwise stated in these Conditions, payment of the Grant will be made within 30 days of the Authority approving the Grant Recipient's Grant Claim.
- 4.12 The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.13 The Authority reserves the right not to pay any Grant Claims, which are not submitted within the period set out in paragraph 4.10 or Grant Claims, which are incomplete, incorrect or submitted without the full supporting documentation.
- 4.14 The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this paragraph 0, shall fall due immediately. If the Grant Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 4.15 The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual Representatives of the Grant Recipient.
- 4.16 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.17 Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.18 The Grant Recipient may not retain any Unspent Monies without the Authority's prior written permission.
- 4.19 If at the end of the relevant Financial Year there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the Authority no later than 30 days of the Authority's request for repayment.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

- 5.1 The Authority will only pay the Grant in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 of these Conditions).
- 5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

- 5.2.1 giving evidence to Parliamentary Select Committees;
  - 5.2.2 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;
  - 5.2.3 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);
  - 5.2.4 providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and
  - 5.2.5 providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.3 The Grant Recipient may not in any circumstances claim the following non-exhaustive list as Eligible Expenditure. The list below does not override activities which are deemed eligible in these Conditions:
- 5.3.1 Paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
  - 5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
  - 5.3.3 using the Grant to petition for additional funding;
  - 5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
  - 5.3.5 input VAT reclaimable by the grant recipient from HMRC;
  - 5.3.6 payments for activities of a political or exclusively religious nature;
- 5.4 Other examples of expenditure, which are prohibited, include the following:
- 5.4.1 contributions in kind;
  - 5.4.2 interest payments or service charge payments for finance leases;
  - 5.4.3 gifts;
  - 5.4.4 statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs;
  - 5.4.5 payments for works or activities which the grant recipient, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources;
  - 5.4.6 bad debts to related parties;

- 5.4.7 Payments for unfair dismissal or other compensation;
- 5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless the Grant is explicitly for capital use – this will be stipulated in the Grant Funding Letter); and
- 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the Authority.

## **6. MONITORING AND REPORTING**

- 6.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.
- 6.2 The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the Authority may require, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement.
- 6.3 As a condition of the grant funding, the Authority will have an annual review meeting with the recipient, which will include a review of outcomes delivered.
- 6.4 The Grant Recipient will provide a quarterly report as specified in Annex 2 – the Funded Activities
- 6.5 The Grant Recipient will permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.
- 6.6 The Grant Recipient will record in its financial reports the amount of Match Funding it receives together with details of what it has used that Match Funding for.
- 6.7 The Grant Recipient will notify the Authority as soon as reasonably practicable of:
  - 6.7.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and
  - 6.7.2 actual or potential variations to the Eligible Expenditure set out in Annex 5 of these Conditions and/or any event which materially affects the continued accuracy of such information.
- 6.8 The Grant recipient represents and undertakes (and shall repeat such representations delivery of its report:
  - 6.8.1 that the reports and information it gives pursuant to this paragraph 6 are accurate;
  - 6.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

6.8.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **7. AUDITING AND ASSURANCE**

7.1 It is recognised that the Grant Recipient is a Local Authority. In accordance with the Grant Funding Scheme Assurance Guidance 2020, the general principle applies that Local Authorities are responsible and accountable for the lawful use of funds under Section 151 of the Local Government Act 1972. The Section 151 Officer within the Local Authority is required to exercise their duties in line with the Chartered Institute of Public Finance and Accountability (CIPFA) guidance, ensuring their oversight of the proper administration of financial affairs within the Local Authority including this Grant.

7.2 The Grant Recipient will produce quarterly assurance data to the Authority covering; irregular payments (e.g. error, fraud and non-compliance), prevented fraud and recoveries. A sample dashboard, or summary of the consolidated results could be shown to demonstrate how this Grant is monitored.

7.3 The Authority may, at any time during and up to one year after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors.

7.4 If the Authority requires further information, explanations and documents, in order for the Authority to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within 5 Working Days of a request by the Authority, provide the Authority, free of charge, with the requested information.

7.5 The Grant Recipient shall:

7.5.1 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

7.5.2 maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

### **Retention of documents**

7.6 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of one year from the date on which the Funding Period ends.

7.7 The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to the Funded Activities for a period of one year -from the date on which the Funding Period ends.

7.8 The Grant Recipient will promptly provide revised forecasts of income and expenditure:

7.8.1 when these forecasts increase or decrease by more than 5% of the original expenditure forecasts; and/or

7.8.2 at the request of the Authority.

## **8. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

- 8.1. The Grant Recipient will at all times comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 8.2. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 8.3. All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the Authority as soon as they are identified. The Grant Recipient shall explain to the Authority what steps are being taken to investigate the irregularity and shall keep the Authority informed about the progress of any such investigation. The Authority may however request that the matter referred (which the Grant Recipient is obliged to carry out) to external auditors or other Third Party as required.
- 8.4. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.
- 8.5. The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of Her Majesty's Revenue and Customs.
- 8.6. For the purposes of paragraph 8.4 "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the Authority or the appropriate organisation as part of pursuing sanctions, criminal or civil proceedings.

## **9. CONFLICTS OF INTEREST**

- 9.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 9.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## **10. CONFIDENTIALITY**

- 10.1. Except to the extent set out in this paragraph 10 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the Authority as confidential and shall not disclose any Confidential Information belonging to the Authority to any other person without the prior written consent of the Authority, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

- 10.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.
- 10.3. Nothing in this paragraph 10 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
  - 10.3.1. for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
  - 10.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information under the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
  - 10.3.3. where disclosure is required by Law, including under the Information Acts.
- 10.4. Nothing in this paragraph 10 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **11. TRANSPARENCY**

- 11.1. The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

## **12. STATUTORY DUTIES**

- 12.1. The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.
- 12.2. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.
- 12.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 12.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 12.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

## **13. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

- 13.1 The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.
- 13.2 The Parties agree to enter into a separate Memorandum of Understanding (annexed hereto at **Annex 8** in respect of the processing activities that the Grant Recipient and any further beneficiaries of the Grant will carry out.
- 13.3 To the extent that the Grant Recipient and the Authority share any Personal Data for the purposes of this Grant Funding Agreement, the Parties accept that they are each a separate independent Controller in respect of such Personal Data. Each Party:
- (i) shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data
  - (ii) will be individually and separately responsible for its own compliance; and
  - (iii) do not and will not Process any Personal Data as Joint Controllers
- 13.4 Each Party shall, with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisation measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.

### **Public Procurement**

- 13.5 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 13.6 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

## **14. INTELLECTUAL PROPERTY RIGHTS**

- 14.1 Intellectual Property in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 14.2 The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting other projects.
- 14.3 Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

- 14.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

## **15. ENVIRONMENTAL REQUIREMENTS**

- 15.1 The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 15.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 15.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Authority shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **16. ASSETS**

Not applicable.

## **17. INSURANCE**

- 17.1 The Grant Recipient will during the term of the Funding Period and for three years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.
- 17.2 The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **18. ASSIGNMENT**

- 18.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 18.2 Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

## **19. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

- 19.1 The Grant Recipient must seek permission from the Authority prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant.
- 19.2 The Grant Recipient should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

## **20. LOSSES, GIFTS AND SPECIAL PAYMENTS**

- 20.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 20.1.1 writing off any debts or liabilities;
  - 20.1.2 offering to make any Special Payments; and
  - 20.1.3 giving any gifts.
- in connection with this Grant Funding Agreement.
- 20.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **21. BORROWING**

- 21.1 The Grant Recipient must obtain prior written consent from the Authority before:
- 21.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; and
  - 21.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **22. PUBLICITY**

- 22.1 The Grant Recipient gives consents to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Recipient's initial Grant application or any monitoring reports submitted to the Authority in accordance with paragraph 6.2 of these Conditions.
- 22.2 The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.

## **23. CHANGES TO THE AUTHORITY'S REQUIREMENTS**

- 23.1 The Authority will notify the Grant Recipient of any changes to their activities, which are supported by the Grant.

23.2 The Grant Recipient will accommodate any changes to the Authority's needs and requirements under these Conditions.

## **24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION**

### **Events of Default**

- 24.1 The Authority may exercise its rights set out in paragraph 24.2 if any of the following events occur:
- 24.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;
  - 24.1.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the Authority;
  - 24.1.3 where delivery of the Funded Activities do not start within three months of the Commencement Date and the Grant Recipient fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Funded Activities shall start with the Authority;
  - 24.1.4 the Grant Recipient uses the Grant for Ineligible Expenditure;
  - 24.1.5 the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and in particular, with meeting the Agreed Outputs set out in Annex 2 of these Conditions;
  - 24.1.6 the Grant Recipient fails to:
    - (i) submit an adequate Remedial Action Plan to the Authority following a request by the Authority pursuant to paragraph 24.3.4, or
    - (ii) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the Authority;
  - 24.1.7 the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
  - 24.1.8 the Grant Recipient fails to declare Duplicate Funding;
  - 24.1.9 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 0;
  - 24.1.10 the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
  - 24.1.11 the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;

- 24.1.12 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;
- 24.1.13 the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:
- (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
  - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
  - (iii) transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
  - (iv) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;
- 24.1.14 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 24.1.15 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
- 24.1.16 The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 29.2.
- 24.1.17 The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:
- (i) will be materially detrimental to the Funded Activities and/or;
  - (ii) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
  - (iii) the Authority believes that the Change of Control would raise national security concerns and/or;
  - (iv) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
- 24.2 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the Authority intends to take or has taken.

### **Rights reserved for the Authority in relation to an Event of Default**

- 24.3 Where, the Authority determines that an Event of Default has or may have occurred, the Authority shall take any one or more of the following actions:
- 24.3.1 suspend or terminate the payment of all or part of the Grant for such period as the Authority shall determine; and/or
  - 24.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
  - 24.3.3 require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
  - 24.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraph 24.4 and/or
  - 24.3.5 terminate the Grant Funding Agreement.

### **Opportunity for the Grant Recipient to remedy an Event of Default**

- 24.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 24.3.4, the draft Remedial Action Plan shall be submitted to the Authority for approval, within 5 Working Days of the Grant Recipient receiving notice from the Authority.
- 24.5 The draft Remedial Action Plan shall set out:
- 24.5.1 full details of the Event of Default; and
  - 24.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.
- 24.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 24.7 The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 24.8 If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 24.9 If the Authority does not approve the draft Remedial Action Plan the Authority may, at its absolute discretion, terminate the Grant Funding Agreement.
- 24.10 The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 24.3.3 or 24.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the Authority.

## **General Termination rights – Termination for Convenience**

- 24.11 Notwithstanding the Authority's right to terminate the Grant Funding Agreement pursuant to paragraph 24.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least three months written notice to the other Party.
- 24.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the Authority as being required to finalise the Funded Activities) shall be returned to the Authority within 30 days of the date of receipt of a written notice of termination from the Authority.
- 24.13 If the Authority terminates the Grant Funding Agreement in accordance with paragraph 24.11 the Authority may choose to pay the Grant Recipient's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the Authority.
- 24.14 The Authority will not be liable to pay any of the Grant Recipient's costs or those of any contractor/supplier of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.
- 24.15 Nothing in the Grant Funding Agreement will affect any provision which is expressly or by implication intended to apply or continue to apply for any reason following termination of this Agreement.

## **Change of Control**

- 24.16 The Grant Recipient shall notify the Authority immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.
- 24.17 The Grant Recipient shall ensure that any notification made pursuant to paragraph 24.16 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.
- 24.18 Where the Grant Recipient has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 24.16 shall include any changes to the consortium members as well as the lead Grant Recipient.
- 24.19 Following notification of a Change of Control the Authority shall be entitled to exercise its rights under paragraph 24.1 of these Conditions by providing the Grant Recipient with notification of its proposed action in writing within three months of:
- (i) being notified in writing that a Change of Control is anticipated or is in contemplation or has occurred; or
  - (ii) where no notification has been made, the date that the Authority becomes aware that a Change of Control is anticipated or is in contemplation or has occurred,
- 24.20 The Authority shall not be entitled to terminate where an approval was granted prior to the Change of Control.

## **25. EXIT PLAN**

- 25.1 Where the Authority requires the Grant Recipient to prepare an Exit Plan to allow the cessation or seamless transfer of the Funded Activities, the Grant Recipient shall prepare the Exit Plan within three months of the signing of the Grant Funding Agreement.

## **26. DISPUTE RESOLUTION**

- 26.1 The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 26.2 All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminates the Grant Funding Agreement) shall be referred in the first instance to the Parties Representatives.
- 26.3 If the dispute cannot be resolved between the Parties Representatives within a maximum of 30 days then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

## **27. LIMITATION OF LIABILITY**

- 27.1 The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.
- 27.2 Subject to this paragraph 27, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **28. VAT**

- 28.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 28.2 All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **29. CODE OF CONDUCT FOR GRANT RECIPIENTS**

- 29.1 The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 29.2 The Grant Recipient shall immediately notify the Authority if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

29.3 The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 24.1.7.

### **30. NOTICES**

30.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

### **31. GOVERNING LAW**

31.1 These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

## **ANNEX 2(a) – THE FUNDED ACTIVITIES**

### **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 workplan 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 years market surveillance strategy plan as part of MSC requirements.

The Consumer Safety Subgroup Workplan at Annex 2(b) sets out more specifically the activities that are proposed.

Officers will to 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, eg 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

**Annex 2(b)**

**EHNI CP SUBGROUP WORKPLAN 2021/2022**

| 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;<br/>           To ensure appropriate information sharing;<br/>           To act as points of contact to disseminate relevant policy objectives and relevant information;<br/>           Promote cross-departmental working;<br/>           To ensure consistent and effective delivery of product safety objectives.</p> | <p>D&amp;S / BC / Ongoing</p> <p>BC / Ongoing</p> <p>TBC / 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<br/>           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><b>THIS TASK IS OUT OF SCOPE FOR THE PURPOSE OF THIS GRANT FUNDING AGREEMENT</b></p>  | <p>All and BC (returns)<br/>           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> <p>a. Small High Strength Magnets;</p> <p>b. Cosmetics;</p>   | <p>a. Small High Strength Magnets: ABC, BC, M&amp;EA (Lead Authority: ABC);</p> <p>b. Cosmetics: CC&amp;Gs, D&amp;S, A&amp;ND (Lead Authority:A&amp;ND);</p> <p>c. AdCo: F&amp;O, NM&amp;D, L&amp;C (TBC once project is agreed);</p> <p>d. Another MS Project to be agreed with OPSS: A&amp;N, MU (TBC once project is agreed).</p> |

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| <p>c. AdCo Topic/Intelligence from OPSS Strategic Intelligence Assessments and Tactical Intelligence Assessments;</p> <p>d. Any other associated market surveillance activities to support any agreed UK/EU reporting requirements.</p> <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>  | <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<br/>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<br/>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<br/>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<br/>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</p>  | <p>L&amp;C, MU<br/>By end of June 21</p> <p>All</p>   |

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| <p>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>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 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>A&amp;ND, MU and F&amp;O - Radio Equipment (in Q1);</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> </ul>  | <p>BCC, A&amp;N, M&amp;E, NM&amp;D</p> <p>By: Ongoing</p>   |

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| <ul style="list-style-type: none"> <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><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<br/>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<br/>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<br/>By: First half of year</p> |
| <p><b>O</b></p>   | <p>ALL</p>                            |

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| <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>By: By Dec 2021</p>  |
| <p><b>P</b></p> <p>Subject to further funding, complete OPSS returns as required.</p>   | <p>ALL<br/>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<br/>By: April 21</p> <p>DCSDC, M&amp;EA, BC, CC&amp;G</p> <p>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<br/>By: April 21</p> <p>BC, M&amp;EA, DCSDC, CC&amp;G<br/>By: Quarterly</p>                                      |

### **ANNEX 3 – PAYMENT SCHEDULE**

The Authority 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 31<sup>st</sup> May 2022 covering the project deliverables outlined in Annex 2(a).

## ANNEX 4 – GRANT RECIPIENT'S BANK DETAILS

**Guidance:** The Grant Recipient must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Funding Agreement with the Authority, or their replacement.

The Grant Recipient should take a photocopy of the form for their records and return the original along with the signed Grant Funding Agreement to the address indicated in the Grant Funding Agreement.

### Part 1: Grant recipient details

Name of Main Grant Holder

Grant Determination number

Grant name

Address of Grant Holder

  
  
Postcode:

Contact telephone number

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### Part 2: Bank details

Bank / Building Society name

Branch name

Bank sort code

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Building Society roll number

Account name

Account number

Account type

Branch address

  
Postcode:

### Part 3: Address for remittance advice

**Choose one method only**

Send our remittance advice by post

 

Postal address (if different from Part 1)

Send our remittance advice via email

Postcode

**Part 4: Authorised signatories**

The names and specimen signatures of people authorised to sign claim forms on behalf of the person who signed the Grant Funding Agreement are shown below. These signatures are binding on this organisation in respect of the Agreement.

|                              |                              |
|------------------------------|------------------------------|
| Name                         | Name                         |
| <input type="text"/>         | <input type="text"/>         |
| Position in the organisation | Position in the organisation |
| <input type="text"/>         | <input type="text"/>         |
| Signature                    | Signature                    |
| <input type="text"/>         | <input type="text"/>         |
| Date                         | Date                         |
| <input type="text"/>         | <input type="text"/>         |

**Part 5: Grant recipient declaration**

To be completed by the person who signed the Grant Funding Agreement

- I certify that the information given on this form is correct.
- I agree that following discussions, any overpayments can be automatically recovered from future payments.

|                      |  |
|----------------------|--|
| Name                 | Signature ( <i>the person who signed the agreement</i> ) |
| <input type="text"/> | <input type="text"/>                                     |
| Date                 |  |
| <input type="text"/> |  |

Return this form to the address indicated in the Grant letter, alongside a signed Grant Funding Agreement.

**General Data Protection Regulation (2018):** The information on this form will be recorded on the Authority’s computer system. The information provided will be used for paying your fees and will not be passed to anyone outside of the Authority without the permission of the Grant Recipient.



## ANNEX 6 - GRANT CLAIM FORM

### 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.

## ANNEX 7 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

|                          |  |
|--------------------------|--|
| Name of contact          | Amanda Farrell   |
| Position in organisation | Programme Manager  |
| Email address            | <a href="mailto:Amanda.Farrell@beis.gov.uk">Amanda.Farrell@beis.gov.uk</a>         |
| Telephone number         | 0121 345 1284  |
| Fax number               |  |
| Postal address           | 4 <sup>th</sup> Floor, Cannon House, 18 The Priory<br>Queensway, Birmingham B4 6BS |

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details changes.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

|                          |  |
|--------------------------|--|
| Reference                |  |
| Organisation             |  |
| Name of contact          |  |
| Position in organisation |  |
| Email address            |  |
| Telephone number         |  |
| Fax number               |  |
| Postal address           |  |

Please inform the Authority if the Grant Recipient's main contact changes.

## ANNEX 8 – DATA PROTECTION PROVISIONS

### MOU FOR DATA SHARING



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<br>Email: Amanda.farrell@beis.gov.uk<br>Tel: 0121 345 1284 | Name:<br>Email:<br>Tel:                 |

### Signatories for the MOU

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

## ANNEX 9

### **Standard Operating Procedure – Facilitating Border Controls For completion by the four authorities with a port**

#### **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

Amanda Farrell  
 The Office for Product Safety and Standards, Cannon House, Birmingham  
 Tel: 0121 345 1284  
 Email: [Amanda.farrell@beis.gov.uk](mailto:Amanda.farrell@beis.gov.uk)

# 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<br>(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<br/>Ards &amp; North Down Borough<br/>Armagh City, Banbridge and Craigavon Borough<br/>Belfast City<br/>Derry City &amp; Strabane District<br/>Fermanagh and Omagh District<br/>Lisburn and Castlereagh City<br/>Mid &amp; East Antrim Borough<br/>Mid Ulster District<br/>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 to 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> |

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| <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>   |

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| <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<br/>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<br/>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<br/>By end of June 21</p> <p>All<br/>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>                  |

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| <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>   |

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| <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:<br/>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>        |

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| <p><b>P</b></p> <p>Subject to further funding, complete OPSS returns as required.</p>   | <p>ALL<br/>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<br/>By: April 21</p> <p>DCSDC, M&amp;EA, BC, CC&amp;G<br/>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<br/>By: April 21</p> <p>BC, M&amp;EA, DCSDC, CC&amp;G<br/>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><br/><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><br/><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> |
|---|---|--|--|---|---|---|---|----------------------------------|

**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<br>Email: <a href="mailto:Amanda.farrell@beis.gov.uk">Amanda.farrell@beis.gov.uk</a><br>Tel: 0121 345 1284 | Name:<br>Email:<br>Tel:                 |

Signatories for the MOU

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