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Imported Food/Feed Sampling and Surveillance 2010/11 Programme

Table of Contents

Appendix I - Guidance on the programme & sampling priorities

Background to the programme

1. The Food Standards Agency (the Agency) has set aside funds to support port health authorities and inland enforcement authorities in their sampling and surveillance of imported food/feed. Wherever enforcement authorities are mentioned in these project requirements they include port health authorities, local authorities, food liaison groups and regional groups.
2. The Sampling Co-ordination Working Group along with Agency policy branches reviewed the broad outcomes from the 2009/10 project and suggested priorities for the 2010/11 project. Details of the Agency's priorities for this year are set out below (together with relevant contacts) and you are invited to consider these suggestions as part of your bid for funding.
3. Whilst it is not intended to be overly prescriptive about the samples and surveillance that each LA proposes undertake, the priorities listed below should be used as a basis for any bid.
4. Authorities may also submit bids that reflect local risks generally and in terms of products and quantities of imported food/feed originating from outside the EU available in their region as specified in priority 1.
5. The sampling to be undertaken relates to foods imported from 3rd countries only. Therefore any food or feed originating from within the European Community should not be included.
6. Thought should be given as to the type of sampling to be undertaken. If there is a specific sampling and analysis regime set out in legislation for a particular chemical in a particular foodstuff, then it is strongly recommended that official control samples are taken using those methods so taken so that action can be taken on the outcome, otherwise the result obtained cannot be compared to the legislative limit and compliance cannot be determined.
7. Bids are not required for products from countries listed in Annex I of EC Regulation 669/2009 on increased levels of control on high risk feed and food
8. In most cases the information is required to enhance our understanding of the level of chemicals present in foods and feed and will be used to develop our policies and to inform negotiating positions in Brussels. Therefore the actual results found should be reported to the Agency as well as the relevant quality control data such as recovery and measurement uncertainty.
9. The Food Standards Agency expects action to be taken as soon as possible if adverse results are obtained. If appropriate, these should be reported via the Incidents Notification form available from the Agency's website at http://www.food.gov.uk/foodindustry/regulation/foodfeedform
   The Food incidents report form can be found at: http://www.food.gov.uk/multimedia/worddocs/lafoodincidentreportform.doc
10. Copies of all the legislation referred to can be found on the Agency's Grail database. In some cases there is no specific legislation covering the priority sampling areas requested to be covered. In these cases guidance should be sought from the Agency contact point on actions to be taken on high results.

Evaluation and consideration of applications

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

- Objective
- Added value
- Scope
- Laboratory liaison
- Evaluation, reporting and follow-up

12. These factors may be used to limit or decline funding to individual Enforcement Authorities should the overall level of interest exceed the funding available. An explanation of the individual criteria is given below.

13. **Clarifications**: Before any decision is made clarifications may be required and these may be conducted by email or telephone.

Objective

14. The objective for this initiative is to improve overall Enforcement Authority food sampling, surveillance and controls for imported food/feed. The work aims to encourage Enforcement Authorities to increase their imported foods enforcement sampling. In addition, the work will provide better information to assist in future sampling programmes.

Added Value

15. The initiative should add value to the programmes that Enforcement Authorities already have in place for 2010/11. Funding will be available for reasonable costs incurred during the collection and analyses of the samples. The Agency should be assured in any bid that:

    - The bid represents additional work over and above the Enforcement Authority's current work programme for 2010/11.
    - Any part of the bid that relates to microbiological analyses should only reflect analyses costs over and above the HPA allocation for the Enforcement Authority for 2010/11.
    - Funds for collection and analysis should be identified separately as part of the bid.
    - Any bid for resources to assist in the collection of samples is over and above resources currently available to the Enforcement Authority.

Scope

16. A detailed breakdown of the programme associated with this bid for additional funding is not required. A general view of what priorities will be addressed through the proposed work will be sufficient. The Agency accepts that it might not be possible to obtain samples of the products bid for but enforcement authorities must spend up to their allocation of money by obtaining samples of alternative imported food/feed which broadly meet the requirements of the 2010/2011 programme.

17. A broad idea of the numbers of samples anticipated and the types of premises that will be focussed on should form part of the bid.

18. Enforcement authorities should consider both sampling and greater general surveillance - i.e. visual food examination/checking on site - at the time of sampling as part of their bid.

19. The Enforcement Authority must be prepared to, and should indicate that it will, take appropriate follow-up action on any adverse results.

20. Samples must not be taken of compound feeding stuffs and should consist of single ingredient feed materials to which additives may or may not have been added. The Agency is particularly interested in obtaining results of analysis of minerals and premixes originating from outside the EU for the presence of undesirable substances.

Laboratory liaison:

21. The enforcement authority should liaise with their PA/HPA laboratory as appropriate before submitting a bid and confirm that capacity exists to deal with the proposed additional samples and that analyses can be carried out with accredited procedures.

22. The LA should also confirm that analyses will be carried out within timescales which will allow the LA to report back to the Agency no later than 1 November 2010

Evaluation, reporting and follow-up

23. Authorities should submit both a results in electronic format to the Agency at the end of the project.

24. Results should be submitted to the Agency either via the UK Food Surveillance System (UKFSS) or by electronic results template (a bespoke template will be sent to all successful applicants if they are not UKFSS users).**Please note:** Authorities who state in their application that they will submit results via the UKFSS will have their applications dealt with on a higher priority basis.

25. The Agency requests sample results (including any information on enforcement action taken) to be submitted at the end of the process. This information is used only to report the overall outcomes of the initiative and to provide general trends which will inform future Agency surveillance activities. Any adverse samples should be dealt with in the usual manner, with follow-up action being taken as required in line with enforcement procedures and treated in the same manner as routine samples

26. The Agency expects Authorities to take appropriate follow-up action in relation to adverse findings in line with local enforcement policies. Agency policy officials have requested that you contact them immediately should you find an unsatisfactory result. Contact details for relevant staff and for the Agency's Incidents team are provided below.

    - Food Standards Agency Incidents Team: Drazenka Tubin-Delic; 0207 276 8450 Drazenka.Tubin-Delic@foodstandards.gsi.gov.uk
    - Standards Branch: Michelle Young; 020 7276 8017 standards.support@foodstandards.gsi.gov.uk
    - Animal Feed Branch: Ron Cheesman, 0207 276 8396 Ron.Cheesman@foodstandards.gsi.gov.uk
    - Local Authority Incident Report Form: http://www.food.gov.uk/multimedia/worddocs/lafoodincidentreportform.doc

Timescales

27. **Return of applications:** Completed applications are to be returned by **17:00 on 19th February 2010**.

28. **Date of award:** It is expected to award the contracts to the successful LAs no later than **31 March 2010**.

29. **Contract:** The projects are expected to start from **1 April 2010**.

30. **Reporting to the Agency:** The final results must be returned to the Agency no later than **1 November 2010**.

Funding

31. Payment for this work will be made in two stages, with 25% payable following the receipt of the signed contract and the remaining 75% payable on receipt of the final results
32. The arrangement of the timescales in this way means that you will receive notification of whether your bid has been successful before the Agency has received our final allocated budgets for the year. As a result, any notification of a successful bid and the exact amount funding that has been awarded will be subject to confirmation early in the new financial year.
33. Where you are making a bid for both food and feed sampling please ensure that you complete the appropriate pricing schedule in Annex A.
34. To ensure value for money, and where relevant, the Agency is willing to consider as part of the application a contribution of up to £30 per sample towards the costs of sample purchase and handling for food/feed samples. Applications in excess of this £30 per sample will be considered if suitable justification is given. These costs should be detailed in pricing schedules of the application form.

Foodstuffs

35. There is no minimum to the level of grant that you can bid for, but by way of a guide, we would anticipate that the grant awarded to individual Enforcement Authorities will not exceed £10,000. This ceiling could be increased for bids received from large port health authorities and Food Liaison Groups or Regional Groups that co-ordinate a programme across several Enforcement Authorities.

Feedstuffs

36. This year we expect to make available additional monies to fund the sampling of animal feed materials. Whilst we believe this will be of particular interest to those authorities which have responsibility for feed controls at ports of entry we would not rule out bids by those authorities that want to sample feed materials originating from third countries at importers or manufacturers based in their area. We will not consider bids relating to the sampling of compound feeds.

Priorities for sampling - summary

The priorities, all equally important, are:

Foodstuffs

1) **Using local knowledge and expertise**
    a. Sampling based on a local assessment of risk, taking into account issues such as the type and number of importers in your area. Supporting information should be supplied to justify the bid and set in the context of local priorities.
2) **Microbiological**
    a. *Listeria monocytogenes* in non- EU packaged ready to eat meat products (sliced meats, sausages, pates and meat spreads etc).
3) **Mycotoxins**

i. Emerging or current food safety risks

- Aflatoxins in corn/maize meal/polenta (not corn flour) and products from India (same samples to be tested for fumonisins if possible);
- Aflatoxins in pistachios (not from Iran), almonds (not from US), hazelnuts (not from Turkey) and Brazil nuts (in-shell from Bolivia or Peru);
- Aflatoxins in oilseeds and derived products (not including melon/ egusi seeds and derived products from Nigeria);
- Aflatoxins and ochratoxin A in spices.

4) Food Contact Materials

a. The migration of primary aromatic amines in kitchen utensils.

b. The migration of formaldehyde in melamine ware.

5) Process Contaminants

a. 3-MCPD – in soy sauce.

b. Ethyl Carbamate in non EU stone fruit spirits and stone fruit 'marc' (from pears) spirits.

6) Organic Contaminants

a. Dioxins and PCBs in non-EU meat, fish, eggs and dairy products.

b. PAHs in traditionally smoked foods, processed cereal products, dried herbs, herbal food supplements and dried vegetables.

c. Mineral oil in vegetable & nut oils (excluding Ukrainian products)

7) Inorganic contaminants

a. Cadmium levels in various foodstuffs

i. Offal

ii. Crab (white, brown and mixed meat)

iii. Cereal grains

iv. Cereal products – bread, pasta, breakfast cereal, bran, germ

v. Cereal-based foods for babies and young children

vi. Vegetables – particularly roots and tubers

vii. Oilseeds and nuts

viii. Cocoa, chocolate and chocolate products

b. Cadmium levels in crab

8) Irradiated products

a. Dried herbs and spices.

b. Food supplements.

c. Dehydrated Asian meals (e.g. noodle meals).

d. Dehydrated soups and sauces.

e. Garlic (fresh, dried or preserved).

9) Post-Chernobyl Controls

a. Radioactive caesium (^{134}Cs + ^{137}Cs) in wild (uncultivated) mushrooms.

b. Radioactive caesium (^{134}Cs + ^{137}Cs) in cranberries, bilberries and other fruits of the genus *Vaccinium.*

10) Specified unauthorised GMOs in certain categories of food products

a. LLRice601 in long grain rice from the US

b. Bt63 in rice products from China

c. GM Linseed variety CDC Triffid FP967 in linseed from Canada

11) Chicken products/preparations

a. Meat content declaration (QUID) in chicken preparations

b. Added ingredients, e.g. added water, hydrolysed proteins , salt etc

c. Labelling declarations

12) **Replacement of milk fat with other fats in dairy products**

13) **General labelling checks**

a. Country of origin

Feedstuffs

14) Animal feeds – minerals / additives

	Material	**Substance/Hazard**
a.	Copper Chelate	Dioxin-like polychlorobifenyls
b.	Copper Sulphate	Dioxins
c.	Tagetes (Red colouring for feed)	Dioxins
d.	Sepiolite	Lead
e.	Monocalcium phosphate	For the presence of fluorine and heavy metals
f.	Dicalcium phosphate	For the presence of heavy metals including cadmium
g.	Dicalcium phosphate	For the presence of heavy metals including arsenic
h.	Choline Chloride	Melamine
i.	Zinc oxide	For the presence of heavy metals including cadmium
j.	Manganese (manganous oxide/manganic oxide)	For the presence of heavy metals
k.	Trace elements belonging to the functional group of compounds of trace elements referred to in Annex I, 3 b) of Regulation (EC) No 1831/2003 but not originating from	For the presence of undesirable substances (heavy metals)

	China	

15) Animal feeds - other feeding stuffs

	Material	**Substance/Hazard**
a.	Soya and soya products	Unauthorised GM and mycotoxins
b.	Groundnuts	Aflatoxin B1
c.	Feed Premixes	Dioxins and level of ingredients
d.	Maize and maize products	Unauthorised GM, and mycotoxins
e.	high protein products originating from China, intended for use as animal feed, other than milk, milk products, soy, soya products and ammonium bicarbonate	For the presence of melamine.

Priorities for sampling – details and rationale

Priority	**Rationale**
1) Using local knowledge and expertise	Local authorities may use local knowledge or intelligence to identify 'risk-based' local imported food sampling issues. Supporting information should be supplied to justify the bid and set in the context of local priorities.
2) Microbiological	*Listeria monocytogenes* is one of the key pathogens the FSA considers as part of its aim to reduce foodborne disease. In the UK, illness from *Listeria monocytogenes* (listeriosis) has increased in recent years, particularly among those people over 60 who have weakened immune systems. Although listeriosis isn't common, it can be life-threatening in people with reduced immunity and can have serious implications for pregnant women. Listeriosis has been linked to eating chilled ready-to-eat foods such as sliced meats and pâté. Recent FSA surveys on these types of foods have been based on market share data and as a result have focused on products from major retailers with relatively few samples from small retailers, convenience stores and so on. For this reason we would like to propose sampling of non-EU ready to eat meat products such as cooked sliced meats, pâté and meat spreads, and speciality meats (e.g. cured sausages), with a focus on products sold by smaller retailers (many of these products may have been imported). Contact for enquiries Nick Laverty 020 7276 8956 Nicholas.laverty@foodstandards.gsi.gov.uk
3) Mycotoxins	• **Aflatoxins in corn/maize meal (not corn flour)**

	There have recently been a number of RASFFs for maize meal from India that had very high levels of aflatoxins. BIPs have been made aware but it would be useful to see what is happening with retail products available. This is potentially a very important consumer safety issue. • **Aflatoxins in pistachios, almonds, hazelnuts and Brazil nuts** Limits have been revised in Commission Regulation for these commodities; therefore it will help to monitor compliance with the new limits. • **Aflatoxins in oilseeds** Limits have recently been set for oilseeds; therefore this will help to monitor compliance with the new limits. • **Ochratoxin A in spices** Limits for OTA in spices have recently been agreed at the Commission; this will help to monitor compliance with forthcoming limits. • **Ochratoxin A in coffee and cocoa** Particularly instant coffee. • **Fumonisins in maize** There have recently been a number of RASFFS for maize. **Contact for enquires** Jonathan Briggs 020 7276 8716
4) Food Contact Materials	In recent years via the Rapid Alert System for Food and Feed (RASFF) many notifications have been issued for high migration of primary aromatic amines (PAAs) from nylon kitchen utensils imported from the Far East. Plastics Directive 2002/72/EC, as amended states that: "Plastic material and articles shall not release primary aromatic amines in a detectable quantity (DL = 0.01 mg/kg of food or food simulant). The migration of the primary aromatic amines appearing in the lists in Annex II and III is excluded from this restriction". There is a Total Specific Migration Limit (SML (T)) for formaldehyde and hexamethylenetetramine (HMTA) of 15 mg/kg (equivalent to 2.5 milligrams per square decimetre) given in European Commission Directive 2002/72/EC as amended. In previous surveys on melamine ware imported samples have been found with formaldehyde migration up to 76 times the legal limit. This work is to ensure that UK consumers are not exposed to these chemical migrants at illegal levels. Edward Potter 020 7276 8550 edward.potter@foodstandards.gsi.gov.uk
5) Process Contaminants	**3-MCPD** We propose that there is sampling of 3-MCPD (3-monochloropropane-1, 2-diol) in soy sauce. Surveys related to this contaminant were carried out by the Agency in 2001 &

	2002. Since then RASFFs have been issued as in some cases 3-MCPD levels have exceeded the regulatory limit (20µg/kg) that is set in soy sauce and hydrolysed vegetable protein. **Ethyl Carbamate** We propose that additional sampling of Ethyl Carbamate is undertaken in non EU stone fruit spirits and stone fruit marc (mainly from a pear source) spirits. These were last surveyed by the Food Standards Agency in a 2005 survey. In 2007, EFSA adopted a scientific opinion on ethyl carbamate in beverages. In this opinion, margins of exposure were derived and it was concluded that ethyl carbamate in alcoholic beverages indicates a health concern, particularly with respect to stone fruit brandies. It was recommended that mitigation measures should be taken to reduce the levels of ethyl carbamate in these beverages. A Code of Practice (COP) for the prevention and reduction of ethyl carbamate levels in stone fruit spirits and stone fruit marc spirits is considered a suitable tool to address the recommendations. An ethyl carbamate target level of 1 mg/l in ready-to-drink spirit is proposed in the COP as realistic and achievable. Member States are recommended to monitor levels of ethyl carbamate in stone fruit spirits and stone fruit marc spirits, for example, apricot, cherry or plum brandy liqueurs or pear spirits. Contact for enquiries Marc Wormald Tel. 020 7276 8594 Email: marc.wormald@foodstandards.gsi.gov.uk
6) Organic Contaminants	**Dioxins and Polychlorinated Biphenyls (PCBs)** New limits are likely to be introduced in 2010 for non dioxin-like PCBs in meat, fish, eggs and dairy products. There is currently a Directive in force relating to PCB disposal **(***Council Directive 96/59/EEC on the disposal of polychlorinated biphenyls and polychlorinated terphenyls (PCB/PCT)*), which states that all PCB-contaminated equipment is decontaminated or disposed of by the end of 2010. As a consequence, there may be an increased risk of illegal disposal activities throughout Europe (including illegal transfers to third countries). Such activities have previously led to major dioxin and PCB contamination incidents in Belgium, Italy and, most recently, the Irish Republic. We would therefore like to encourage sampling and testing of meat, fish, eggs and dairy products for dioxins and PCBs, the latter to include reporting of the non dioxin-like or 'marker' PCBs (PCBs 28, 52, 101, 138, 153, 180) on which future regulatory limits will be based. Sampling and analysis for dioxins and dioxin-like PCBs should be carried out in accordance with Commission Regulation (EC) No. 1883/2006. For the marker PCBs, it is recommended that this regulation is also followed where possible. **Polycyclic Aromatic Hydrocarbons (PAHs)** Limits for PAHs are currently under review. It is the intention that regulation will be extended from benzo(a)pyrene (BaP) to include chrysene (CHR), benz(a)anthracene (BaA) and benzo(b)fluoranthene (BbF). It is likely that there will be limits for BaP and for the sum of the four. The range of food groups covered may also be extended, in particular to cover cereals, dried herbs and herbal food supplements. The vegetable group is also being considered but it is less clear what type of vegetables may be affected. There are also concerns about whether existing datasets adequately cover traditionally-smoked foods (direct, hot-smoked, small industry). We would therefore like to encourage additional sampling and testing for PAHs

	in traditionally smoked foods, especially those which are also partially dried during the process, processed cereal products and dried herbs, herbal food supplements and dried vegetables. Sampling and analysis should be carried out in accordance with Commission Regulation (EC) No. 333/2007. As a minimum, CHR, BaA and BbF should be measured along with BaP, although it would be preferable to measure all sixteen EFSA PAHs of interest. **Mineral Oil in Vegetable Oil** Finally, there is increasing concern about the contamination of vegetable oils with mineral oil which may, in some cases, be due to deliberate adulteration. A major incident involving some 40,000 tonnes of sunflower oil from Ukraine has not been satisfactorily resolved. We would therefore consider bids for the measurement of mineral oil in vegetable and nut oils. Testing should be carried out by a laboratory accredited under ISO 17025 for the analysis of mineral oil in vegetable oil. Contact for enquiries David Mortimer david.mortimer@foodstandards.gsi.gov.uk 020 7276 8731
7) Inorganic contaminants	The data is just for information gathering and only informal samples need to be taken for analysis. **Cadmium levels in various foodstuffs** EFSA has published its scientific opinion on the risks to human health related to the presence of cadmium in foodstuffs and the panel on contaminants has concluded that exposure to cadmium at the population level should be reduced. They have set a reduced tolerable weekly intake (TWI) for cadmium of 2.5 µg/kg bw, based on an analysis of new data. The European Commission has been looking at ways of reducing exposure to cadmium particularly for vulnerable populations (e.g. children and vegetarians). The Commission will also be reviewing the maximum permitted levels for cadmium in food especially those that contribute mostly to exposure (e.g. cereals and cereal products, vegetables, nuts and pulses group, edible offals, starchy roots and potatoes). **Cadmium levels in crab** The maximum level of 0.5 mg/kg for crustaceans applies to the white meat of crab and excludes the brown meat as it is known that brown meat has higher levels of cadmium compared to the white meat. However, there is concern that the safety limit for cadmium could be exceeded if the brown meat is regularly consumed - particularly in the case of certain high-risk consumers. The Commission has requested Member States for more data on different parts of crabs (white and brown meat separately) and if possible, that the percentage of the weight of different parts in relation to the weight of the total edible portion should be given. If analyses are carried out on the basis of composite samples (mixture of white and brown meat of crab), these results should be provided as well, but should clearly specify the sample portion that was used to establish the result. Contact for enquiries

	Christina Baskaran *Christina.Baskaran@foodstandards.gsi.gov.uk .* *Tel 020 7276 8704*
8) Irradiated products	Article 7(3) of EC Directive 1999/2/EC requires that each year we forward the results of checks carried out at the product marketing stage for irradiated foods. In particular, we have been asked to focus on the food categories listed above (see 'Priorities for sampling – summary' section) . Samples are normally screened in the first instance by the Photo-stimulated Luminescence (PSL) standard method (EN 13751). It should be noted that this is a screening method and all samples showing intermediate or positive results should be sent for confirmatory analysis by another method such as the Thermo-luminescence (TL) standard method (EN 1788). It is also good practice to send a percentage of negative PSL samples for confirmatory analysis. The cost of TL analysis is around 3-4 times that of PSL screening and allowance should be made to enable all intermediate and positive PSL samples (and if possible a percentage of negative samples) to be sent for TL analysis. Contact for enquiries: Christopher Thomas 020 7276 8728 *Christopher.thomas@foodstandards.gsi.gov.uk*
9) Post Chernobyl Controls	Post Chernobyl Controls – radioactive caesium (^{134}Cs + ^{137}Cs) European Regulation 733/2008 and 1635/2006 govern imports of agricultural products originating in third countries following the accident at the Chernobyl nuclear power station. Certain specified products must have less than 600 Becqerels (Bq)/kg of Cs-134 and Cs-137 (or 370 Bq/kg if clearly labelled for infants). These European Regulations were due to expire in March 2010, but have recently been extended for a further 10 years (European Regulation 1048/2009) Article 3 of Reg 733/2008 requires that member states check compliance with the maximum levels for radioactive caesium in wild mushrooms and fruits of the genus Vaccinium (cranberries etc.), and certain products of animal origin. Article 3(b) of Reg 1635/2006 lays down specific requirements to analyse all consignments exceeding 10 kg of wild mushrooms (from specific countries) on entry into the EU. The information gathered in this exercise will be useful in assessing how effective the measures in place are and in informing future policy decisions. It is particularly relevant at this time due to the recent extension of the Regulations for a further 10 years. Finally, this information will be useful in handling the anticipated media interest around the 25th anniversary of the Chernobyl incident in April 2011. The following products are covered and are of particular interest (European Regulation 1609/2000): Wild (uncultivated) mushrooms and Cranberries, bilberries and other fruits of the genus Vaccinium. The particular countries of concern are (European Regulation 1635/2006): Albania, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Liechtenstein, FYRO Macedonia, Moldova, Montenegro, Norway, Romania Russia, Serbia, Switzerland, Turkey and Ukraine.

	In general, standards sampling procedures should apply; samples should be approximately 1 - 2 kg in weight in order to achieve a suitable level of accuracy. Analysis is carried out at the Glasgow PA laboratory, but the details should be checked with your Public Analyst. Contact for enquiries: Christopher Thomas 020 7276 8728 Christopher.thomas@foodstandards.gsi.gov.uk
10) Specified unauthorised GMOs in certain categories of food products	Certain GMOs that are not authorised for food and feed use in the EU are currently subject to either Emergency Decisions (LLRice601 and Bt63), or voluntary controls (GM Linseed). In order to provide the Agency with up to date information on the status of these incidents in relation to the UK situation, we propose that LAs carry out sampling for the presence of the GMOs mentioned below. **LLRice601 in long grain rice from the US** Commission Decision 2008/162/EC, amending Decision 2006/601/EC, sets out the measures currently in place for LLRice601 (link below): http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:052:0025:0027:EN:PDF **Bt63 in rice products from China** Commission Decision 2008/289/EC sets out the measures to be taken to prevent the placing on the market of Chinese rice products containing the unauthorised GMO Bt63 (link below): http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:096:0029:0034:EN:PDF Background information on Bt63 can be found on the Agency website at the following link: http://www.food.gov.uk/news/newsarchive/2008/apr/bt643 A list of rice products from China to be sampled is included in the Decision and this list can also be found on the Agency website at the above link. **GM Linseed variety CDC Triffid FP967 in linseed from Canada** Voluntary controls are currently in place for this unauthorised GM linseed variety and Canada has temporarily suspended all exports of linseed from Canada until measures for sampling and analysis can be agreed and put in place. This process is almost complete and export of linseed from Canada to the EU will recommence at the end of 2009/beginning of 2010. To monitor the situation sampling of linseed imported from Canada in 2010 should be carried out. Products to be sampled include: (1) bulk imports of linseed at ports and processing plants, (2) bakery products containing linseed and (3) linseed products sold in retailers/health food shops. LAs proposing to test for this GMO should contact the Agency regarding the availability of control material. *Contact for enquirers* *David Jefferies* *Tel. 020 7276 8573*

	David.Jefferies@foodstandards.gsi.gov.uk
11) Chicken products/preparations	This sampling area has formed part of the Imported Food Programme since 2003/04. Market intelligence suggests continuing problems of mislabelling of frozen chicken breast product imports, including over-declaration of meat content, inaccurate added water declarations and incorrect name of food (e.g. using descriptions reserved for poultry parts under Poultrymeat Marketing Regulations and not for chicken products). Previous FSA authenticity surveys on this issue can be found at the following links: http://www.food.gov.uk/science/surveillance/fsis2000/8chick http://www.food.gov.uk/science/surveillance/fsis2001/20chick http://www.food.gov.uk/science/news/newsarchive/2003/mar/waterchicken0303 . The objective will be to check for correct labelling declarations in chicken products and preparations. This will include meat content declaration in chicken products, general labelling provisions, including name of food, ingredients list, etc., including correct declaration of added water, salt etc.

	Products to be sampled are chilled and frozen chicken preparations and products, particularly from the major source of these products, Brazil, and products that look like a 'fresh' cut or joint of meat but have added ingredients. Sampling should be carried out at wholesalers supplying to primarily the catering trade, as well as retailers and butchers selling products directly to the public. The suggested methodology for analysis of chilled and frozen chicken breast preparations for meat content can be found in Annex V of Commission Recommendation 2005/175/EC. DNA analysis can be carried out to determine whether DNA from any species other than chicken is present. However, the information from this analysis may be limited as foreign proteins added as water-retaining agents are often highly degraded and any DNA present may be difficult to detect. It would be helpful if the method used and limit of detection is reported with results where DNA analysis is done. Contact for enquiries: Pendi Najran (policy issues) / Sophie Rollinson (analytical methods) 020 7276 8157 / 8045 Pendi.Najran@foodstandards.gsi.gov.uk Sophie.Rollinson@foodstandards.gsi.gov.uk
12) Replacement of milk fat with other fats in dairy products	Priority : Dairy products adulteration / substitution with vegetable fat / non dairy components Milk fat is a very high value commodity, both nationally and internationally. The continuous global demand for Dairy products stimulates the incentive for adulteration and valuable milk fat can be replaced with cheaper non-dairy fats. This is an area that is regulated under European law to ensure where dairy components have been replaced with non-dairy they are not sold fraudulently as dairy Background Dairy product labelling is strictly governed by national and European legislation and the increased demand for dairy products from third countries such as China mean that prices are generally increasing. As milk and milk products are increasingly being exported from the EU, it is possible that the dairy component of certain foods being imported into the EU to satisfy the home needs may be subject to replacement with non dairy components such as vegetable fat. Products to be sampled The objective will be to check for correct labelling declarations in **non-UK/EU** dairy products which bear certain dairy designations such as butter, cheese (including processed cheese) and cream (not ice-cream), and any subsequent adulteration by replacing milk fat with other non-dairy fats. This will include dairy content declaration in dairy produce, general labelling provisions, including the name of the food, ingredients list and so on. Products to be sampled are chilled and frozen and are categorised under CN codes: 0401 – 0406 http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2009:287:FULL:EN:PDF Analysis The suggested methodology for analysis and quality evaluation of milk and milk products can be found in Commission Regulation (EC) No 213/2001 of 9 January 2001 : http://www.legaltext.ee/text/en/U60803.htm

	Most of these methods are based around the detection of fatty acid composition by gas and high performance liquid chromatography Contact for enquiries Shifra Sheikh (Policy Issues) / Andrew Damant (analytical methods) Shifra.Sheikh@foodstandards.gsi.gov.uk Andrew.Damant@foodstandards.gsi.gov.uk
13) General labelling checks	**Priority: Country of Origin for Meat, Meat Products and Meat Preparations** Reports to date indicate that information on the label indicating country of origin has been examined, and when the label has not conformed to legislation in this area an adverse report has been recorded, but there has been no recording of the detailed reasons why this has been determined. Previous reports have collected information on where the imported foods come from, which is based on documentation and not on what the label indicates. Findings from the survey on label issues such as adverse reports on inappropriate durability mark, misleading labelling claims or illegibility and other label items are grouped according to this geographic information. **Objective – To check for correct origin labelling declarations.** Information could be recorded on the reasons why an adverse country of origin report has been recorded, together with intelligence on the country from which the food has been imported. An adverse report could be because • a food which requires a mandatory origin statement does not carry a statement, or • because a misleading indication of origin has not been corrected by an explicit statement (in this case in order to be aware of the problem there will need to be accurate information available on the true country of origin). After this information has been collected and reviewed, it can be decided whether any further information might be gathered in later years. Background: There is no definition of country of origin in UK or European law, however laws are applied that reflect WTO and Codex rules which define the country of origin as the place of last substantial change. In the UK Food Standards Agency Guidance on Country of Origin Labelling considers that a substantial change would include for example the manufacture of a meat pie or curing of pork to produce bacon but would not include the simple slicing or packing of meat. There are laws requiring mandatory labelling of the country of origin of some foods, which for meat includes beef, veal, poultry meat from outside of the EU. The Food Labelling Regulations 1996 (as amended) require foods to be labelled with country of origin if other information on the label would mean that not to do so would lead to a misleading impression of origin. Information on labelling about country of origin can either be an explicit statement of origin or can be implied origin through implicit wording or pictures such as flags. Contact for enquiries: Jane Ince 0207 276 8141, Janet Mckenzie 0207 275 8172 Jane.Ince@foodstandards.gsi.gov.uk

<table>
<tr><td></td><td>Janet.Mckenzie@foodstandards.gsi.gov.uk</td></tr>
<tr><td>14) Animal Feeds</td><td>The list of feed materials given below form the basis of the sampling priorities for 2010/2011 published in its, National Priorities for the Official Control of Animal Feed 2010/11

<u>Minerals/Additives</u>

<table>
<tr><th></th><th>Material</th><th>Substance/Hazard</th></tr>
<tr><td>a.</td><td>Copper Chelate</td><td>Dioxin-like polychlorobifenyls</td></tr>
<tr><td>b.</td><td>Copper Sulphate</td><td>Dioxins</td></tr>
<tr><td>c.</td><td>Tagetes (Red colouring for feed)</td><td>Dioxins</td></tr>
<tr><td>d.</td><td>Sepiolite</td><td>Lead</td></tr>
<tr><td>e.</td><td>Monocalcium phosphate</td><td>For the presence of fluorine and heavy metals</td></tr>
<tr><td>f.</td><td>Dicalcium phosphate</td><td>For the presence of heavy metals including cadmium</td></tr>
<tr><td>g.</td><td>Dicalcium phosphate</td><td>For the presence of heavy metals including arsenic</td></tr>
<tr><td>h.</td><td>Choline Chloride</td><td>Melamine</td></tr>
<tr><td>i.</td><td>Zinc oxide</td><td>For the presence of heavy metals including cadmium</td></tr>
<tr><td>j.</td><td>Manganese (manganous oxide/manganic oxide)</td><td>For the presence of heavy metals</td></tr>
<tr><td>k.</td><td>Trace elements belonging to the functional group of compounds of trace elements referred to in Annex I, 3 b) of Regulation (EC) No 1831/2003 but not originating from China</td><td>For the presence of undesirable substances (heavy metals)</td></tr>
</table>
</td></tr>
<tr><td>15) Other Animal Feeds</td><td>Sampling based on local assessment of risk taking into account issues such as the type and number of importers in your area. Supporting information should be supplied to justify the bid and set in the context of local priorities
<table>
<tr><th></th><th>Material</th><th>Substance/Hazard</th></tr>
<tr><td>a.</td><td>Soya and soya products</td><td>Unauthorised GM and mycotoxins</td></tr>
<tr><td>b.</td><td>Groundnuts</td><td>Aflatoxin B1</td></tr>
<tr><td>c.</td><td>Feed Premixes</td><td>Dioxins and level of ingredients</td></tr>
<tr><td>d.</td><td>Maize and maize products</td><td>Unauthorised GM, and mycotoxins</td></tr>
<tr><td>e.</td><td>High protein products originating from China, intended for use as animal feed, other than milk, milk</td><td>For the presence of melamine</td></tr>
</table>
</td></tr>
</table>

		products, soy, soya products and ammonium bicarbonate.	

Appendix II - GENERAL CONDITIONS OF AGREEMENT -

1. DEFINITIONS

1.1 In these Conditions:

"the Agreement" means the agreement concluded between the Food Standards Agency (FSA) and the Local Authority consisting of these Conditions and any other documents (or parts thereof) specified in the Agreement;

"the FSA" means the Chairman of the Food Standards Agency or his appointed agent in the Agreement;

“the FSA’s Representative” shall mean the person authorised to act on behalf of the Chairman of the Food Standards Agency.

"the Local Authority" means local authority or port health authority named in the Agreement;

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

"approved" or "approval" means approved in writing;

the masculine includes the feminine and the singular includes the plural, and vice versa.

2. VARIATION

2.1 Any alteration to the Agreement shall be agreed in writing by both parties.

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

3. THE GRANT

3.1. The Grant will be inclusive of any relevant VAT and shall remain firm and fixed at the level set in the Signed Agreement, which will be up to the level bid for by the Local Authority, for the duration of the Agreement. The specific activities outlined in this proposal should not already form part of programmed expenditure plans for 2010/11.

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

3.3. The Local Authority is required to provide a full account of expenditure in respect of the project at the end of the project. This will set out costs incurred during the collection and analyses of the samples separately. This account must be signed by an appropriate financial officer for the Local Authority or Food/Feed Liaison Group.

3.4. The individual named as the Local Authority’s Representative shall be the accountable officer responsible for the grant and its use to carry out the Project.

3.5. If capital assets are created ownership may revert to FSA if appropriate.

4. PAYMENT

4.1. Payment will be made at the stages set out in the table below. The final payment of 75% will not be made until receipt of an Evaluation & Results Report. The final invoice should be submitted with the Evaluation & Results Report. Payment at both stages will be made within 30 days of receipt of a correctly supported invoice.

4.2. Percentages to be paid at each stage are:

Start of contract (April 2010)	25%
Delivery of Final Evaluation Report (by 1 November 2010)	75%

5. LOCAL AUTHORITY'S STATUS

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

a. the Local Authority shall not (and shall procure that his agents and servants do not) say or do anything that might lead any other person to believe that the Local Authority is acting as the agent of the FSA; and

b. nothing in this Agreement shall impose any liability on the FSA in respect of any liability incurred by the Local Authority to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Local Authority that may arise by virtue of either a breach of this Agreement or any negligence on the part of the Authority, his staff or agents.

6. TIME OF PERFORMANCE

6.1 The Local Authority shall complete the project, including provision of an Evaluation & Results Report of the project to the Agency, no later than 1 November 2010.

6.2 The FSA may by written notice require the Local Authority to execute the Project in such order as the FSA may decide. In the absence of such notice the Local Authority shall submit such detailed programmes of work and progress reports as the FSA may from time to time require.

7. AUDIT

7.1. The Local Authority shall keep and maintain until three years after the Agreement has been completed records to the satisfaction of the FSA of all expenditures which are reimbursable by the FSA and of the hours worked and costs incurred in connection with any employees of the Local Authority paid for by the FSA on a time charge basis.

7.2. The Local Authority shall on request afford the FSA or his representatives such access to those records as may be required by the FSA in connection with the Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Local Authority hereby assigns to the FSA all Intellectual Property Rights (IPR) owned by the Local Authority in any material which is generated by the Local Authority and delivered to the FSA in the performance of the Services and shall waive all moral rights relating to such material.

8.2. In performing the Services the Local Authority shall not infringe the IPR of any third party. Where there are prior rights or rights of third parties in any material, the Local Authority shall obtain Approval before using the material and this Approval shall include the right of the FSA to use, copy, modify adapt or enhance the material.

8.3. The Local Authority shall indemnify the FSA and the Crown against all actions, suits claims, demands losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any breach of this Condition.

8.4. Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Local Authority or which is prepared or obtained under the Local Authority's direction or control under this Agreement shall be vested as copyright in the Crown.

8.5. Without prejudice to Condition 7 - Right of Audit, the Local Authority and his sub-contractors shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of this Agreement, without the written permission of the FSA.

8.6. The Local Authority and his sub-contractor's shall not refer to the FSA in any advertisement without the FSA's written consent.

8.7. The provisions of this Condition shall apply during the continuance of this Agreement and after its termination howsoever arising, without limitation of time.

9. INDEMNITY AND INSURANCE

9.1. The Local Authority warrants that it will use its best endeavours to avoid damage to property or injury to persons in carrying out the Agreement.

9.2. Without prejudice to any rights or remedies of the FSA the Local Authority shall indemnify the FSA and the Crown against all actions, suits, claims, demands, losses, charges, costs and expenses which the FSA or the Crown may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from carrying out the Agreement or the negligent or wrongful act or omission of the Local Authority.

9.3. The Local Authority shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions. The level of cover shall take into account the liability which may be incurred given the nature of the work to be undertaken. At the request of the FSA the Local Authority shall produce the relevant policy or policies together with the receipts or other evidence of payment of the latest premium due thereunder. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Local Authority.

10. CONFIDENTIALITY

10.1 The Local Authority undertakes to treat any information derived from or obtained in the course of the Agreement as confidential and to take all the necessary precautions to ensure that his employees and sub-contractors and their employees treat any information as confidential and in doing so the Local Authority shall ensure that his employees and sub-contractors and their employees keep secret and not disclose information of a confidential nature obtained by him or them by reason of this Agreement.

10.2 The provision of paragraph 10.1 shall apply during the continuance of this Agreement and after its termination howsoever arising without limitation of time.

11. RECOVERY OF SUMS DUE FROM THE LOCAL AUTHORITY

11.1 The deadlines set out in paragraph 6.1 of these conditions remain fixed. Future payments may be withheld and the Agency may recover payments already made if these deadlines are not met.

11.2 Wherever under this Agreement any sum of money is recoverable from or payable by the Local Authority, such sum may be deducted from any sum or sums then due or which at any time thereafter may become due to the Local Authority under this Agreement or under any other agreement or Agreement with the FSA or with any department, agency or authority of the Crown.

12. DEFAULT

12.1 Should there, in the sole opinion of the FSA be any failure on the part of the Local Authority to perform any obligation or service required of him under this Agreement, or should the Local Authority be otherwise in breach of any condition of the Agreement, the FSA may, without prejudice to any other rights, remove part or whole of the work required to be performed under this Agreement, or terminate this Agreement summarily; and if the FSA should then make alternative arrangements for the performance of the Contracts by a third party the FSA shall be entitled to recover from the Local Authority any additional expense incurred over the remaining term of this Agreement. Under such circumstances no further payments which may become due to the Local Authority shall be paid until the full cost of re-establishing the Agreement with the third party have been established.

13. TERMINATION

13.1 In addition to the rights of termination under paragraph 12 the FSA shall be entitled to terminate this Agreement by giving to the Local Authority not less than sixty days notice to that effect.

13.2 Termination under paragraphs 12 or 13 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the FSA and shall not affect the continued operation of any other conditions included in this Agreement.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Local Authority shall not without the written consent of the FSA assign or sub-Contact the whole or any part of this Agreement. No sub-contracting by the Local

Authority shall in any way relieve the Local Authority of any of his responsibilities under this Agreement even with the consent of the FSA as aforesaid.

14.2 Where the Local Authority enters into a sub-contract for the purpose of performing the Agreement, or part thereof, he shall cause a term to be included in such sub-contract which requires payment to be made to the sub-contractor within the specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.

15. NOTICES

15.1 Any notice given under or pursuant to the Agreement may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by telex, telemessage, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

16. SEVERABILITY

16.1 If any condition or provision of this Agreement is held to be illegal or unenforceable the validity or enforceability of the remainder of this Agreement shall not be affected.

16.2 If any portion of this Agreement shall be terminated or amended by written notice, for any reason whatsoever, such limited termination or amendment shall not affect the Agreement as a whole and the remaining portion of the Agreement shall remain unaffected and intact.

17. WAIVER

17.1 The failure of either party at any time to enforce any provision of the Agreement shall in no way affect its rights thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision itself.

18. GOVERNING LAWS

18.1 These Conditions shall be governed by and construed in accordance with English law and the Local Authority hereby irrevocably submits to the jurisdiction of the English courts.

18.2 The Local Authority shall comply with all and any laws, Acts of parliament, enactments, orders, regulations or other similar instruments which may, in any way, pertain to the performance of this Agreement. Breach of any such laws, Acts, enactments, orders, regulations or other similar instruments shall be deemed a breach of this Agreement.

18.3 Reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order regulation or instrument.

19. HEADINGS

19.1 The headings to Conditions shall not affect their interpretation.

Appendix III- FINANCIAL ARRANGEMENTS

Payment for this work will be made in two stages, with 25% payable now and 75% payable on receipt of the final evaluation report by **1 November 2010**. Please would you send through an invoice as soon as possible for the 25 per cent of your total award (as detailed in the breakdown of cost below.) Payment will be made by BACS. These details are usually set out on invoices, but if this is not the case, please could you send your BACS information attached to the invoice. All invoices should be sent to our Finance Section at the following address:

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

Break down of cost:

Total funding awarded	£XXXX.XX
25 per cent of your total award	£XXXX.XX
75 per cent of your total award	£XXXX.XX

Important details for invoices
Please could the following details be included on all invoices for payment:

- For the attention of Michelle Young
- In respect of "Grant to Support Additional Sampling and Surveillance of Imported Food/Feed in 2010/11 - part payment".
    - Cost Centre Code 435
    - Account Code 5593

Appendix IV - THE AGREEMENT

Contract for financial support for additional sampling and surveillance of Imported Feed In 2010/11

This is to confirm the award of the above-mentioned contract between LOCAL AUTHORITY / GROUP NAME and the Food Standards Agency for a grant of up to £XXXX.XX for additional feed analysis/sampling on imported feed, this agreement confirms that LOCAL AUTHORITY / GROUP NAME agrees to be bound to the conditions of this Agreement which shall comprise of:

- This Agreement;
- The sampling and analysis programme and funding proposals as detailed on page 2, Annex I (The Survey Requirements), Appendix II (The General Conditions of Agreement), and Appendix III (Financial Arrangements) of this letter.

You are hereby requested to indicate your acceptance of this Agreement by signing two copies of this letter of agreement and return both copies to the FSA. One copy signed by the FSA will be returned to you, the other copy will retained by the FSA for its records.

The Form of Agreement must be signed unaltered in any way: any amendment to the Form of Agreement without prior written approval of the FSA will render the document void.

Signed_____ Signed _____
(On behalf of the LA/PHA) (On behalf of the Food Standards Agency)

Name_____ Name: Gillian Asbury
(Print)

Date_____ Date_____