

Title of Report: Food Fraud Activities - Memorandum of Understanding (MOU)	Officer Presenting: Director of Health and Community Author: Head of Health and Community Wellbeing
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1 Purpose of Report/Recommendations

- 1.1 The purpose of this report is to inform Members of the Memorandum of Understanding (MOU) in relation to food fraud activities between Local Authority Food Teams in England, Wales and Northern Ireland and The National Food Crime Unit (NFCU), part of the Food Standards Agency (FSA), and to approve the signing off this MOU by the Head of Health & Community Wellbeing. (Appendix 1)

2 Background

- 2.1 The MOU in relation to food fraud activities is between Local Authority Food Teams in England, Wales and Northern Ireland and The National Food Crime Unit (NFCU), part of the Food Standards Agency (FSA).
- 2.2 The MOU agrees the relationship between Local Authority Food Teams, (i.e. District Council Environmental Health Departments in NI), and the National Food Crime Unit (NFCU), which is part of the Food Safety Agency (FSA), referred to as “the parties” throughout this MOU.
- 2.3 The MOU has been reached to promote collaborative working to help protect the public from food crime.

3 Key Issues

- 3.1 Food teams in England, Wales and Northern Ireland can have responsibility for both food safety and food standards or just one of those functions, reflecting the differing local government landscapes, and include Trading Standards and Environmental Health professionals. Regions across England operate two tier models in some areas. In Wales, there is a single tier approach to local authority services. District Councils in Northern Ireland have Environmental Health teams who cover both Food Safety and Food Standards.
- 3.2 Responsibility across the three countries is tasked to Food Teams that are integral to front line delivery to enforce food safety and food standards.

- 3.3 In 2015 the FSA set up the NFCU and expanded in 2018 to include an uplift in its investigative capability and capacity. In respect of its investigation function, the purpose is to identify and investigate offences of food crime, particularly food fraud.
- 3.4 The NFCU has the remit within the FSA for tackling serious fraud and related criminality within food supply chains.
- 3.5 It will normally investigate offences appropriate for prosecution under the Fraud Act 2006 or as conspiracy to defraud under Common Law. The unit covers England, Wales and Northern Ireland, but not Scotland.
- 3.6 NFCU will lead on a small number of the most serious and complex investigations each year, and they will have some capacity to support and co-ordinate investigations led by partners, where appropriate. In considering whether to lead, support or co-ordinate any investigation, the Head of the NFCU will consider:
- the strategic priorities of the NFCU as set out in its control strategy;
 - the geographical scope and scale of the suspected offending;
 - the nature and extent of the actual, potential or intended harm to the public, a food business operator and/or the confidence in the UK food industry.
- 3.7 Food Teams are defined for the purposes of this MOU to be those teams within Local Authorities who enforce Food Safety and/or Food Standards related matters. These teams will continue to have powers to take enforcement action in respect of Food Safety Act 1990 and Food Regulations offences including food fraud. The Food Safety Act 1990 and EU withdrawal legislation confer powers on the "food authority". The Food Safety (Northern Ireland) Order 1991 is the comparative piece of legislation for enforcement and offences in Northern Ireland.
- 3.8 The MOU sets out the high-level framework of how "the parties" will co-operate to assist one another and prevent duplication of work in relation to food crime.
- 3.9 It is not intended to set out in detail precisely what work will be taken forward by any party, as that level of prescription is unlikely to lead to effective food regulation. Each case will need to be dealt with based on the facts of the individual case, resource implications, and the relevant legal and policy position of any affected party.
- 3.10 A referral process is proposed by which each party can expect consistency in how intelligence and early investigations of food fraud, as it escalates to food crime, will be received and assessed by the NFCU. Similarly, a referral process is required to enable dissemination of intelligence and information of potential investigation opportunities between the parties.

- 3.11 The parties aim to co-operate by sharing information and intelligence where appropriate and where legally permissible. A general basis for information and intelligence sharing is to investigate and detect crime and protect the public.
- 3.12 The communicating of information and intelligence between the parties will enable NFCU and Local Authorities to analyse data and to identify both trends and other lines of enquiry that may support Food Teams. Additionally, such analysis will enrich the understanding of food crime across England, Wales and Northern Ireland.
- 3.13 In Northern Ireland correspondence between the NFCU and Food Teams is facilitated through the NFCU in FSA Belfast office, using agreed local protocols.
- 3.14 The MOU is required to be signed off by all District Councils.

4 Financial, Equality, Legal, HR, Improvement, Rural Needs and other Implications

- 4.1 There are no financial or other implications.

5 Recommendations

- 5.1 That Members note the content of this report and approve the signing of the MOU by the Head of Health & Community Wellbeing.

Background Papers

Appendix 1: Memorandum of Understanding (MOU) in relation to food fraud activities

The Food Safety (Northern Ireland) Order 1991-

<https://www.legislation.gov.uk/nisi/1991/762/contents>