

VARIATION TO CONTRACT FORM

This is to confirm the variation of our Agreement as per clause 7- Variation to Contract. All other aspects of the Contract remain unchanged.

Contract title : **Delivery of Official Controls in Approved Establishments in England and Wales (Lots 1-6)**

Contract Reference : **FS101227**

Variation No : **08** **Date:** 31/12/2020.

Between : **The Food Standards Agency (the Authority) and
Eville and Jones GB Ltd (the Contractor)**

1. The Contract is varied as follows:

Please select the reason(s) for the variation:

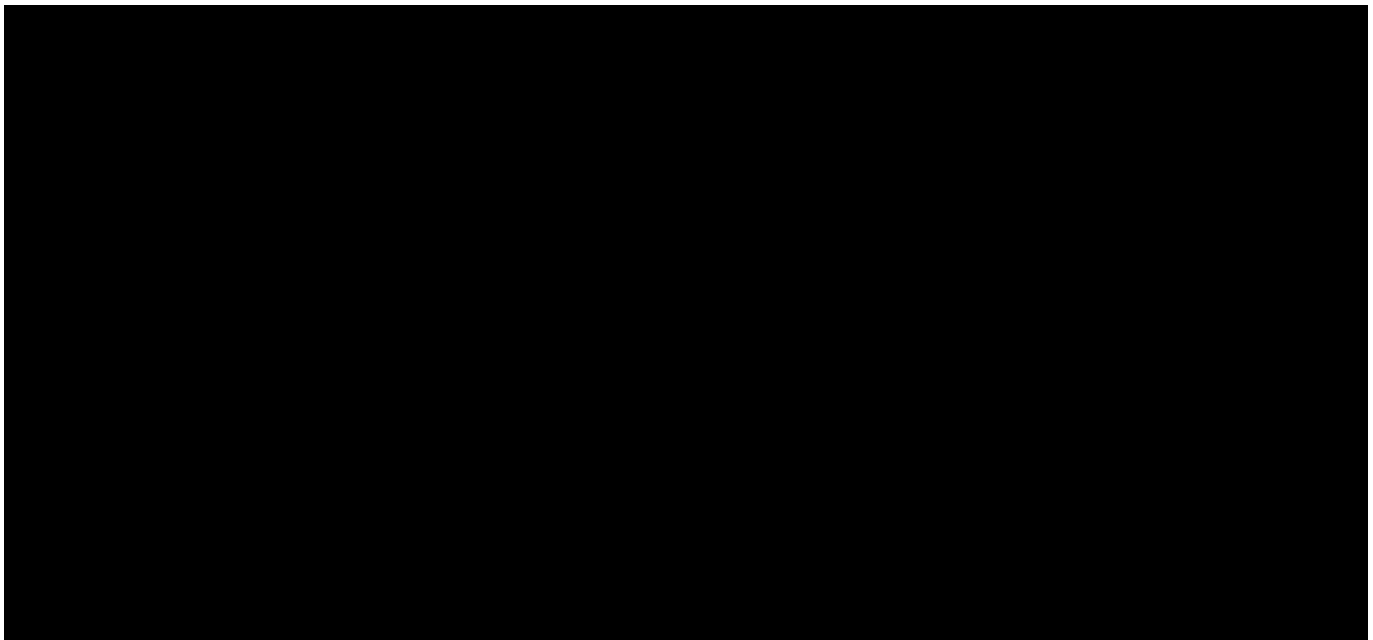
☐ Price ☐ Duration ☐ Price and Duration ☐ Scope of Work ☐ Key Personnel ☒ Other

Overview

1. This variation adds a new Annex 27 – E&J FSADOC Certification Support Officer (CSO) Assurances

2. Words and expressions in this Variation shall be given the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed:



Annex 27 –Eville and Jones FSADOC Certification Support Officer (CSO) Assurances.

Industry requires significant additional capacity to administer the required level of export certification from January 2021 and we feel that such capacity will only be possible to achieve in the foreseeable future using CSOs. CSOs will be directly supplied to FBOs by E&J under a commercial arrangement and will support our on-site OV (delivering Official Controls through the FSA contract) and that OV would oversee the activities of the CSO and ultimately sign the EHC.

The OV's capacity to oversee the activities of the CSO will form part of the agreed 'OV capacity assessment' that forms the basis for the FBO being granted the facility to use the incumbent FSA OV as part of their EHC solution. The time spent on overseeing the CSO and signing the EHC will be recorded on the FSA timesheet system and charged to the FBO (as HLVI) at full cost – this will ensure transparency and enable monitoring of the time spent. Should that capacity assessment conclude that the on-site OV does not have the time, over and above their priority Official Control activities, then the request will not be approved and the FBO will need to make completely separate arrangements for the EHC workload.

We will make it very clear to all OVs involved in such a scenario that the delivery of Official Controls and the service delivery obligations of our FSA contract take absolute priority over any EHC work and if they feel that despite an assessment concluding that the OV has the capacity, that their other duties are being compromised at any time they should immediately alert their line manager who will in turn request that the assessment be reviewed.

The normal contract management and performance monitoring process (KPI framework) that already measures our service delivery performance will also act as another layer of assurance around our continued delivery of Official Controls and fulfilment of FSA expectations.

With the above in mind, I hope you are content that the necessary systems are in place to ensure that FSA service delivery and the application of Official Controls in approved slaughterhouses and co-located cutting plants will continue unaffected where a CSO is deployed on site as proposed.

E&J understand that the FSA will review their position on export certification in March 2021 and periodically thereafter. The FSA reserve the right to change their position on export certification and move away from involvement in this area.

Signed

