



Office for Product Safety & Standards

**APPLICATIONS FOR MEMBERSHIP OF THE OFFICE FOR
PRODUCT SAFETY AND STANDARDS (OPSS) REGISTER
OF SPECIALISTS FOR CHEMICALS, MATERIALS AND
TOXICOLOGY**

INFORMATION PACK

**Completed applications must reach the OPSS Science
Team via the opssregisterofspecialists@beis.gov.uk
mailbox**

April 2023

OPSS REGISTER OF SPECIALISTS

Information Pack

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Register of Specialists

Applications are open for experts wishing to join the Office for Product Safety and Standards Register of Specialists (OPSS RoS), a list of pre-approved experts whom OPSS can call on to carry out ad hoc scientific and technical work on a contract basis.

Background

- OPSS was created in January 2018 to deliver consumer protection and to support business confidence, productivity and growth and forms part of the Department for Business and Trade (DBT), formerly called Department of Business Energy and Industrial Strategy (BEIS).
- We are the national regulator for all consumer products, except for vehicles, medicines and food.
- We regulate a wide range of products, including cosmetics and toys, with a focus on their safety and integrity.
- OPSS works with local, national and international regulators, with consumer representatives and with businesses to deliver effective protections and to support compliance.

The Register of Specialists

OPSS is seeking to appoint members to its Register of Specialists (RoS). We continue to need a strong body of experts to provide advice, peer review and appraisal of research questions, proposals, and outputs, and other short pieces of research, across our remit and across the natural analytical sciences.

Your work will contribute directly to ensuring the safety of consumer products, benefitting UK consumers and the effective, evidence-based regulation of these products.

The tasks that you might be asked to take on could include providing evidence, analysis or advice across the OPSS product safety remit that relate to your scientific expertise:

- Provision of evidence, analysis or expert advice to inform OPSS work and that of any Scientific Advisory Committees¹ (SACs) on risk assessment, chemical safety and other scientific issues relevant to non-food consumer products.
- Chemical and toxicological risk assessment for cosmetic products, toys, childcare articles and textile fibres (technical assessment for the naming, labelling and marking of textiles).
- Ad hoc chemical advice on product safety issues which may impact human health.

¹ See Annex D for background information on the range of SACs

- Chemicals research support which may include question design, proposal appraisal, rapid evidence reviews, report evaluation/peer review, quality assurance and risk analysis.
- Guidance and technical support on the development and validation of analytical test methods for the determination of chemicals in consumer products.

The types of expertise we wish to cover are listed in Annex A.

Work contributions may include:

- Submission of written evidence, analysis or advice
- Presentation of evidence, analysis or advice to OPSS staff, or a SAC or Expert Group as an invited presenter
- Participation in specific pieces of SAC work as an invited expert

The application process

You can download an application form from the [recruitment page](#).

If you are interested in supporting OPSS, please complete the application form and return it with your CV and if you wish, your list of publications to opssregisterofspecialists@beis.gov.uk. You can also use this mailbox for any queries that you have on the application process.

The criteria for selection are provided later in this document. Details of how to apply are given on page 7.

There will generally not be interviews for selection to join the RoS. We will inform you of the outcome of your application by email.

What happens if you are selected to join the RoS

If you are invited to join the register we will ask you to complete a Declaration of Interest form (see Annex F), which we will review (and if necessary, discuss with you) to identify relevant interests and any associated conflicts.

If you are selected to join the Register, your details including a summary of your expertise, its application and the forms of input in which you have expressed an interest will be added to the Register. We will keep and use your application form with supporting statement and your Declaration of Interest form to help decide whether to contact you about specific pieces of work. Please see details on data protection and the OPSS Privacy Notice at Annex G. OPSS will request you to reconfirm your consent to handle your data every three years. If any changes are made as to how OPSS handles your personal data, OPSS will reconfirm your consent on the basis of these changes.

Once you are added to the Register, we will consider you for work which matches your expertise and areas of interest. **Inclusion on the Register does not guarantee that you will be called upon to undertake work for OPSS.**

What happens if you are invited to take on a specific piece of work

We will contact you to discuss any work which we think may be of interest and suited to your skills and expertise, to discuss what is required and assess any potential conflicts of interest.

If you are interested in taking on specific work we will ask you to review your Declaration of Interest form to identify any new or additional interests that are relevant in the context of the specific task under consideration (see Annex F), which we will look at again (and if necessary discuss with you) to identify relevant interests and any associated conflicts with the proposed work (and your recorded declaration will be updated accordingly). OPSS will publish each year online an updated annual report on the declarations of interest of members of the RoS who have carried out work for OPSS in that year.

If there is no conflict and if the work is of interest to you, we will discuss and agree the amount of time needed and the fee for the work, for which the default rate will be up to £400 per whole day, subject to negotiation.

We will ask you to supply some additional background information that will allow us to set up contracting for a specific piece of work:

- OPSS will need to know your employment status for tax for this type of work under HMRC's IR35 rules. For example, if you want OPSS to pay you via an invoice from your employer, you should indicate that to us. OPSS will need to comply with employment practice and so will need to review the status of relationship with OPSS at point of contract.
- A copy of your current passport for an identity and eligibility to work check (we will keep this on file so you will not have to resubmit for subsequent pieces of work unless it expires or details change).

Should you wish to undertake the work offered, OPSS will then send out an agreement letter to cover the nature of the work, expected timescales, along with the agreed pricing schedule and administration instructions, including the HMRC Employment Status Assessment outcome (see Annex E).

Criteria for selection of members to the Register of Specialists

Applicants must provide evidence showing how they meet the **selection criteria below** with reference to the areas of expertise and the roles they have ticked in their application form:

Essential criteria

1. A high level of relevant experience and expertise in the areas you have identified, evidenced by qualifications to postgraduate degree level or equivalent experience; a strong record of achievement at a national or international level, a good publication record and/or strong networks in the field.
2. Experience/strength in applying your expertise in the specific non-food consumer product areas listed in the application form.
3. Ability to work effectively in English in the areas and roles you have identified.

Additional essential criterion only for those with an interest in the role of an expert invited to contribute to the work of a SAC:

4. For some roles and pieces of work where members of the RoS are working with a SAC or as an invited expert (beyond the provision of reports or other evidence or advice) they will need to have experience of working in multidisciplinary groups to provide evidence-based assessments or advice. If you wish to do this type of work please provide evidence of these skills.

Declaration and management of interests

In line with established good practice for accessing external expertise, members of the RoS are required to declare any personal or non-personal interests before joining the Register and again before taking on a specific piece of work. Types of interest are described in the guidance at Annex B.

Declared interests of those members who take on work are published in the 'Register of Specialists - Register of Interests'. Interests which represent a real or potential conflict in respect of general or specific aspects of the work undertaken will be managed in accordance with OPPS's policy and guidance on interests (see guidance in Annex B).

Further details of the application process

Appointment is by open competition. The application form **must** be completed in full. Applicants are expected to evidence each of the selection criteria. You are asked to attach a CV, and please cross-reference the relevant section of your CV in your supporting statements and explain its relevance to the relevant criterion in your form. Entries which say only "see attached CV" will not be scored. A list of relevant publications is helpful, and again please cross-reference these in your supporting statements.

The application form, CV, declaration of interests and optional list of publications constitute the application. The selection panel will use only the information supplied by the candidate in their application.

How to Apply

Each applicant must enclose:

- Completed Application Form in Microsoft Word format
- CV

Each applicant may enclose:

- List of Publications (last 10 years) (optional)
- Completed Monitoring Questionnaire (optional). Please note that this optional questionnaire will be sent separately once your application is submitted to opssregisterofspecialists@beis.gov.uk.

Selection

The selection panel will consist of at least two assessors and will be drawn from the following:

- A Senior OPSS science team lead.
- Scientific experts from OPSS (including staff from SAC secretariats where panels are selecting for tasks to inform the work of a SAC)

There will be scrutiny of the process by an external assessor and confirmation of selection by scrutiny by the Head of the Science, Research and Evidence Directorate.

Payment and expenses

These positions are paid at an agreed day rate (up to £400 per whole day, subject to negotiation) and reasonable travel and other expenses, see guidance at Annex C.

Other information

Current members of Scientific Advisory Committees are welcome to apply to be included on the OPSS Register. SAC Members who are also on the Register of Specialists will not be asked to undertake work through the Register which would inform the work of a Committee of which they are a member. This will avoid the situation in which an expert assesses, as a SAC member, work they have carried out as a contractor through the RoS.

We welcome applicants from outside the UK, provided they can fulfil the requirements of the tasks in question, including attend meetings where relevant. Reasonable travel and accommodation expenses can be claimed, in accordance with the terms set out in the Guidance on Pay and Expenses at Annex C.

Applications should be sent by email to:

Email: opssregisterofspecialists@beis.gov.uk

Please note that all applicants are responsible for the safe and timely arrival of their forms. Applicants are required to complete all the relevant forms before their applications will be considered.

For enquiries on the application process or about the types of work please contact:

Email: opssregisterofspecialists@beis.gov.uk

Equal Opportunities

We welcome applications from suitably qualified people from all sections of the community, regardless of race, age, disability, gender, marital status, religion, sexual orientation, transgender and working patterns. We are particularly anxious to address under-representation of women, people from ethnic minorities and people with disabilities. Decisions on selection for the Register are based on merit and the principles of independent assessment, openness and transparency of process.

Once you have submitted your application, you will receive an email acknowledging your submission, which will contain a unique reference number for your application, and a link to a Monitoring Questionnaire. The completion of the Monitoring Questionnaire is encouraged but is optional. Please note the information will be used for statistical purposes only and it will be presented in the form of totals from which individuals cannot be separately identified.

The purpose is to ensure we do not create any barriers in our selection process and to help us implement our equal opportunities policy effectively. Please let us know in your supporting statement (extra word count will be given) if you would like us to provide any particular assistance, if appointed, to your performance in post.

How we will handle your application

Each application will be acknowledged by **e-mail**. Your application will be assessed against the selection criteria laid out in the application form. All of your information will be processed in line with the OPSS Data Protection Policy and the Data Protection Legislation.

Each candidate will be considered very carefully and the reasons for decisions noted. Feedback will be provided on request. Records are kept in line with OPSS Data Protection Policy.

The Decision

Once all applications have been assessed, the panel will make recommendations for appointments for those judged to demonstrate the closest match with the published criteria. The Head of the Science, Engineering and Analysis Directorate will consider the panel recommendations and make the final decision on the selection. We will let you know **by e-mail**, followed up by a letter on whether or not you have been selected. Candidates are requested to accept their appointment in writing.

Withdrawing Applications and Consent

If you wish to withdraw your application and consent to handle your personal data, please contact:

Email: opssregisterofspecialists@beis.gov.uk

Following this, you will receive email confirmation that your application has been withdrawn.

Complaints

Even the best organisations will sometimes get things wrong. For complaints about the Agency, please initially tell the person you have been dealing with. We will try to resolve any problem quickly and explain what we have done and why.

If you are still dissatisfied and would like to take your complaint further, you should contact the Office for Product Safety and Standards directly at the below address who will independently handle complaints received.

Operations Manager - Operational Support Unit
Office for Product Safety and Standards
Department for Business and Trade
1 Victoria Street
London,
SW1H 0ET
Email: opss.enquiries@beis.gov.uk

ANNEX A – Areas of Expertise

Area of expertise and related disciplines	Please tick the relevant box(es) <u>and</u> describe your area(s) of expertise and their application(s) using no more than 10 keywords: e.g. 'expertise in nanotoxicology and nanosafety applied to cosmetic products' or 'human biomarkers of exposure and use of in silico models for toxicity predictions'.
Product safety	
Cosmetic safety	<input type="checkbox"/> Click or tap here to enter text.
Toy safety	<input type="checkbox"/> Click or tap here to enter text.
Textile safety	<input type="checkbox"/> Click or tap here to enter text.
Childcare article safety	<input type="checkbox"/> Click or tap here to enter text.
Human Health and Risk Assessment	
Toxicology	<input type="checkbox"/> Click or tap here to enter text.
Dermatology	<input type="checkbox"/> Click or tap here to enter text.
Dermal/Inhalation/Oral pharmacokinetics and/or toxicokinetics	<input type="checkbox"/> Click or tap here to enter text.
Skin and respiratory sensitisation, irritation or corrosion	<input type="checkbox"/> Click or tap here to enter text.
Allergens	<input type="checkbox"/> Click or tap here to enter text.
Dermal/Inhalation/Oral exposure	<input type="checkbox"/> Click or tap here to enter text.
Exposure modelling	<input type="checkbox"/> Click or tap here to enter text.
Quantitative Structure Activity Relationship (QSAR) modelling	<input type="checkbox"/> Click or tap here to enter text.
Non-animal toxicity and pharmacokinetic models (<i>in vitro</i>, <i>in silico</i>, <i>omics</i> etc)	<input type="checkbox"/> Click or tap here to enter text.
Risk assessment	<input type="checkbox"/> Click or tap here to enter text.
Risk analysis and management	<input type="checkbox"/> Click or tap here to enter text.
Risk methodology	<input type="checkbox"/> Click or tap here to enter text.
Physicochemical material properties	<input type="checkbox"/> Click or tap here to enter text.
Chemistry (Analytical, Organic, Inorganic, etc.)	<input type="checkbox"/> Click or tap here to enter text.
Biochemistry	<input type="checkbox"/> Click or tap here to enter text.

Microbiology	<input type="checkbox"/> Click or tap here to enter text.
Nanomaterials and nanotechnology	<input type="checkbox"/> Click or tap here to enter text.
Contaminants and impurities	<input type="checkbox"/> Click or tap here to enter text.
Test method development	<input type="checkbox"/> Click or tap here to enter text.
Analytical techniques	<input type="checkbox"/> Click or tap here to enter text.
Other	<input type="checkbox"/> Click or tap here to enter text.

ANNEX B – Practice on the Declaration of Interests

Different types of interest that should be declared

The following is intended as a guide to the kinds of interest that should be declared. Where members are uncertain as to whether an interest should be declared, they should seek guidance by contacting opssregisterofspecialists@beis.gov.uk. **If members have interests not specified in these notes, but which they believe could be regarded as influencing their advice or other work for OPSS, they should declare them. Failure to declare interests could lead to removal from the Register of Specialists.** However, members are not under any obligation to search out interests of which they might *reasonably* not be aware. For example, either through being unaware of all the interests of family members, or of not being aware of links between one company and another.

All Interests shall be declared and confirmed at least annually on the declaration of interests form to the OPSS Science Team.

The person in OPSS who contacts the RoS member for a specific piece of work (OPSS contact) will be responsible for exploring interests relevant to specific pieces of work as part of the discussion on commissioning the work. This will consider the relevance of any interests already declared, and any other interests for which the relevance only comes to light in the context of the specific task under discussion. All declared interests will be added to the list.

Declaration of interests and participation at meetings

Where RoS members carry out work which required them to contribute to meetings with the OPSS, other experts and/or the SACs, they will need to declare any direct interests, or those of close family members, in matters under discussion at each meeting. Having fully explained the nature of their interests, the OPSS contact may, having consulted with others in OPSS, decide whether, and to what extent, the member should participate in the work or discussion and determination of the issue. If it is decided that the member should not take part in the work or leave the meeting, the OPSS contact may first allow them to make a statement on the item under discussion. Where members are uncertain as to whether an interest should be declared they should seek guidance from the Head of the OPSS Science team.

It should be noted that if a member of the RoS is presenting at and/or participating in SAC meetings as an invited expert their interests will be treated in the same way as a SAC member and the SAC Chair and members will be consulted on the management of any conflicts.

PERSONAL INTERESTS

A personal interest involves the member personally and includes interests of close family members. The main examples are:

- **Consultancies and/or direct employment:** any consultancy, other employment, partnership, directorship or position in or work for an industry or other relevant body held by you or a close family member and which attracts regular or occasional payments in cash, recognition in any other form, or other benefit.

- **Fee-Paid Work:** any commissioned or fee-paid work for which you or a close family member are paid in cash or kind by an industry or other relevant body including Pressure Groups and Non-Governmental Organisations.
- **Shareholdings:** any shareholding or other beneficial interest in industry shares that you or a close family member have. This does not include shareholdings through unit trusts or similar arrangements where the member has no influence on financial management.
- **Membership or Affiliation:** any membership role or affiliation that you or a close family member has to clubs or organisations with an interest or involvement in the work of the Department.

NON-PERSONAL INTERESTS

A non-personal interest involves payment which benefits a department or organisation for which a member is responsible but is not received by the member personally. The main examples are:

- **Fellowships:** any fellowship that you or a close family member holds, and which is endowed by an industry or other relevant body
- **Support by Industry:** any payment, other support or sponsorship by industry which does not convey any pecuniary or material benefit to a member personally, but which does benefit their position or department e.g.:
 - (i) A grant from a company for the running of a unit or department for which a member is responsible;
 - (ii) A grant or fellowship or other payment to sponsor a post or a member of staff in the unit for which a member is responsible (this does not include financial assistance for students);
 - (ii) The commissioning of research or other work by, or advice from, staff who work in a unit for which a member is responsible.

Members are under no obligation to seek out knowledge of work done for, or on behalf of, industry and other relevant bodies by departments/units for which they are responsible, if they would not normally be expected to be informed. Where members are responsible for organisations which receive funds from a very large number of companies involved in that industry and from other relevant bodies, the Science Team can agree with them a summary of non-personal interests rather than draw up a detailed portfolio. Any relevant information relating to this should be captured in the declaration of interests form in Annex F.

- **Trusteeships:** any investment in industry held by a charity for which you or a close family member is a trustee. Where a member is a trustee of a charity with investments in industry, the Science Team can agree with the member a general declaration to cover this interest rather than draw up a detailed portfolio.
- **Land and property:** any land or properties in which you or a close family member has a direct interest and is clearly within the OPSS sphere of activities.
- **Other public appointments:** membership by you or a close family member of local authorities, health authorities and trusts, and other relevant voluntary sector bodies.

DEFINITIONS

In this Code “close family members” means personal partners, parents, children, brothers, sisters and the personal partners of any of these.

In this Code ‘the industry’ means:

- Companies, partnerships or individuals who are involved with the production, manufacture, packaging, sale, advertising, or supply, of non-food consumer products, or other relevant products, including, but not limited to, the following legislation;
Regulation (EC) No 1223/2009 on cosmetic products
Toys (Safety) Regulations 2011
General Product Safety Regulations (GPSR) 2005
Textile Products (Labelling and Fibre Composition) Regulations 2012
The Pyrotechnic Articles (Safety) Regulations 2015
Fireworks Act 2003 and Fireworks Regulation 2004
The Nightwear (Safety) Regulations 1985
The N-nitrosamines and N-nitrosatable Substances in Elastomer or Rubber Teats and Dummies (Safety) Regulations 1995
The Consumer Protection Act 1987
Food Imitations (Safety) Regulations 1989
- Trade associations representing companies involved with such products; Companies, partnerships or individuals who are directly concerned with research, development or marketing of a non-food product which is being considered.

In this Code ‘other relevant bodies’ refers to organisations (not included in the definition of ‘industry’) with interests relevant to the work being done. This could include charitable organisations, political parties and lobby groups

ANNEX C – Guidance on Pay and Expenses

1. The following guidance sets out arrangements for payment for work undertaken as a member of the Register, and the expenses that RoS members may claim in respect of their work and how claims should be submitted.
2. If Members have any queries relating to payment and expenses, these should be addressed to the Science Team. Members should contact the Science Team before incurring any expense that they believe should be reimbursed but which is not covered below.

Day rates

3. Day rates for payment for work will be agreed on appointment for a specific piece of work and the number of days to be worked will also be agreed.
4. Payment for work will be made after invoice and with the setting up of a Purchase Order – see the Letter of Engagement at Annex E.

Travel and other expenses

5. RoS members are entitled to reimbursement of reasonable travel and subsistence expenses necessarily incurred on official council business, via a claim form. Members must seek value for money and are encouraged to use the most cost effective and environmentally sustainable options for travel and accommodation. Members are encouraged to arrange their travel with as much notice as possible in order to take advantage of discounted fares and other benefits available to early bookers.
6. Guidance on the types and rates of expenditure that can be claimed for specific expenses is outlined below. Alcoholic drinks and newspapers are not reimbursable from public funds. Reimbursement of gratuities will only be authorised in exceptional circumstances where the Secretariat agrees that they have necessarily been incurred.
7. Tax liabilities arise on elements of these payments, which have been regarded as part of a RoS member's income and are therefore taxable. Arrangements have been made whereby OPSS meets the cost of this tax (see below).

Public transport (bus, underground, tram, etc.)

8. There is no public transport rate for official business. Actual costs of travel are reimbursed. Any expenses incurred using public transport such as London Underground, local bus services and so on should be claimed back through the expenses procedure and tickets or receipts should be submitted with all claims.
9. Members are encouraged to use Oyster cards for travel on the London Underground and Bus network. Cards should be registered on-line with London Transport so that a print-out of journeys showing the cost of fares can be submitted with claims.
10. Where London Underground has been included in the rail ticket, further expenditure on London Underground travel is not claimable.

Rail

11. Members should take return tickets where appropriate and observe any other normal economies and seek ways of reducing costs for example by avoiding open returns. The cost of sleeping car accommodation may be claimed where an overnight journey is necessary. OPSS will only be able to refund standard class travel costs. Actual ticket or print-out showing date of journey, destination and class of travel must be produced, not a debit/credit card sales voucher.

Car

12. A mileage allowance is payable for the use of a member's own car on official business. This is payable at the following rates for all car types:

- First 10,000 miles in any tax year 45 pence per mile
- Over 10,000 miles in any tax year 25 pence per mile

You will incur a personal tax liability from the payment of these mileage rates.

13. Permission for car journeys exceeding 130 miles in any one day should be sought from the Science Team. Members will normally be expected to travel by public transport if that is cheaper.
14. Please note that your car must be insured for business use. Comprehensive insurance will not be insisted upon, but members should note that no liability will be accepted in the event of any accident, damage, injury or death or in respect of risks not covered by their insurance policies

Taxi

15. Taxi fares are admissible where heavy luggage has to be transported to or from terminal stations, where there is no other suitable method of public transport, or where a saving time is of paramount importance. Exceptions will be allowed in certain circumstances for example as a reasonable adjustment for members with a disability. A taxi receipt must always be attached to the claim form.

Air

16. All air travel must be in economy class, except for journeys over 8 hours (from the originating airport to destination airport). In these cases, subject to OPSS authorisation and available budget, other options may be explored, including in the first instance, premium economy or similar (where available). Tickets must be provided with claim forms.

Reasonable adjustments for members with disabilities

17. Changes to the provisions within this guidance may be authorised as a reasonable adjustment for members with disabilities (where applicable). For example, first class rail travel may be authorised as adjustment to staff with a mobility related disability where suitable seats are not available in standard class. Reasonable adjustments should be discussed and authorised through the Secretariat.

Accommodation

18. The maximum allowance for various locations is as follows:
19. Central London: £154 per night including breakfast ex VAT

20. Other UK and Republic of Ireland locations: £110 per night including breakfast ex VAT
21. If the CSAT usually books accommodation for you this will be done through the Agency's agents Redfern Travel.

Other expenses

22. Other, reasonable incidental expenses necessarily incurred on RoS business (for example, for childcare, parking, postage and telephone calls) may be reimbursable. In certain circumstances, reimbursement for locum cover may be reimbursable, for example for vets and GPs who are required to provide 24-hour cover; this should be discussed and agreed in advance with the CSAT.
23. All items of 'other expenses' should be detailed separately in claims and supported by receipts wherever possible.

Submitting claims

24. Members must complete the OPSS's non staff Claim Form for expenses, which is provided by the CSAT. Members should use the electronic version but will need to print out, sign and submit a hard copy.

Claim forms must be submitted within 90 days (3 months) of the relevant meeting otherwise the claim may not be processed by Finance.

25. Receipts (or a copy of the relevant statement with highlighted transactions if the total bill includes personal expenditure) **must** be attached to the appropriate claim form before it is sent to the CSAT. **Claims without receipts will not be paid.** However, individual claims of under £10 for expenses on items such as Oyster Cards, where receipts cannot be obtained, will be reimbursed without a receipt, at the discretion of the Head of CSAT.

Payment of claims

26. Claims are processed on behalf of the Agency through its payroll processes and are paid in accordance with monthly salary timetables i.e. the last working day of each month, via the BACS system into members' bank accounts. Advice slips are forwarded by post.

Tax on pay and expenses

27. Payment to members will be subject to income tax and national insurance contributions depending on individual members' circumstances. Deductions for tax and national insurance contributions will be made by the OPSS before you receive payment. Payments for travel and related expenses are also liable to income tax and national insurance contributions, but Members can opt for the OPSS to pay any tax on expenses on their behalf, providing they do not re-claim it from HM Revenue and Customs at a later date.
28. Members of pensionable age may be exempt from or have reduced liability to national insurance contributions. There may be other cases where payments to members take them over their maximum liability for national insurance contributions. In these instances, members are advised to contact the Department for Work and Pensions for further guidance. It is the responsibility of individual members to correctly raise VAT on their fees and expenses if they are deemed to be acting as a trader registered for VAT. If you require further guidance on this, please contact your local VAT office.

Subsistence Rates

All claims must be supported by an itemised receipt.

Family and friends allowance	£5.50 for lunch; £16.50 for dinner
Subsistence allowance Lunch Dinner.	Up to £5.50 Up to £16.50
Breakfast Allowance If the individual leaves home on official business travel before 6am and buys a breakfast whilst away from home. This will only be applicable in exceptional circumstances and with prior CSAT authorisation.	Up to £5.50

Overnight Rates

Central London	Up to £154 per night including breakfast (excluding VAT)
Other UK and Republic of Ireland	Up to £110 per night including breakfast (excluding VAT)

Note: Where room only is the only option, the cost of breakfast will be reimbursed up to a value of £5.50. The breakfast does not have to be taken in the booked hotel.

ANNEX D - Further information on Scientific Advisory Committees

The Scientific Advisory Committees provide independent expert advice to inform OPSS risk assessment work and provides advice on other related scientific issues.

OPSS is seeking to expand its access to external expert advice to inform and support the work of the SACs, as well as to inform other OPSS scientific work. The SACs are as follows:

- [The Committee on Toxicity](#) of Chemicals in Food, Consumer Products and the Environment (COT)
- [The Committee on Carcinogenicity](#) of Chemicals in Food, Consumer Products and the Environment (COC)
- [The Committee on Mutagenicity](#) of Chemicals in Food, Consumer Products and the Environment (COM)

The Scientific Advisory Group on Chemical Safety of Non-Food and Non-Medicinal Consumer Products (SAG-CS) assesses and advises on chemical and biological risks to humans. SAG-CS is a temporary scientific advisory group, commissioned by the Office for Product Safety and Standards (OPSS).

The mission of the SAG-CS is to provide OPSS with scientific advice and risk assessment in the areas of public health and consumer safety. The SAG-CS's remit shall relate notably to chemical and biological risks of non-food and non-medicinal consumer products such as:

- cosmetic products and their ingredients, including nanomaterials, hair dyes, preservatives, UV filters, colorants, and fragrance ingredients.
- other non-food and non-medicinal consumer products such as toys and textiles.

The SAG-CS is a scientific advisory group established in its present form in 2021 and has no regulatory status. However, it provides advice to OPSS that does have a regulatory role. Decisions on changes to legislation are ultimately made by Ministers, using independent scientific advice such as that provided by the SAG-CS.

<https://www.gov.uk/government/groups/scientific-advisory-group-on-chemical-safety-in-consumer-products>

ANNEX E – Sample letter of engagement for providing professional scientific services, as an individual or personal service company

Name
Address

Date

By email: [\(enter supplier email address\)](#)

Dear [Name](#)

Thank you for agreeing to provide services to the Office for Product Safety and Standards (OPSS).

This letter is to set out the agreement between **OPSS (the client)** and [enter in supplier name \(the Supplier\)](#), which comprises of this letter of Agreement which provides a general outline of services, including agreed pricing schedule and administration instructions.

Name:				
Description of Role:	(e.g. Appraiser/Peer Reviewer/Programme Advisor)			
Rate:	Gross Day Rate		Gross Half Day Rate	
	£		£	
Duration: (specify the number of days and the timescale for it to be carried out)	No of Days/Weeks/Months	Timescale for Completion	From	To
Scope of Work: (Provide exact details of requirement)				

Employment Status Assessment

OPSS is required to carry out the HMRC Employment Status Assessment for any work that is carried out for the OPSS by individuals who engage their services as a personal service contract / limited company basis. This will inform OPSS if deductions of Tax and National Insurance are required to be taken off from the gross daily/hourly rate and the method of payment. The Hiring Manager in the OPSS is responsible for carrying out the assessment and conveying the decision to the individual or their intermediary.

The following summarises the assessment based on the work you will be undertaking:

Name of Client Representative (include contact details)	Date Assessment carried out	Assessment outcome
		<p>You are deemed to be <i>out of scope</i> therefore will receive gross payment.</p> <p>Or</p> <p>You are deemed to be <i>in scope</i>, therefore tax and national insurance will be deducted from your gross payment.</p>

Identity and Security Check

As part of this offer, we may be required to carry out an identity and right to work check. If you have already obtained Baseline Personnel Security Standard (BPSS) level clearance then please can you send confirmation of this, otherwise the checks can be completed on production of valid identification documents, as outlined in Annex 1. Should you be required to access our electronic systems & work from within our offices, then the full BPSS check will need to be considered. The Client Representative will inform you if these checks are required. You are hereby requested to indicate your acceptance of this Agreement by signing a copy of this letter of agreement and returning it by email to the [Client's Representative email address](#). A signed copy will then be returned to you.

This letter of Agreement must be signed unaltered in any way; any amendment to the letter of agreement without prior written approval of OPSS will render the document void.

By agreeing to provide the services requested, you must make yourself available to attend all meetings, whether by teleconference or in person when requested by OPSS.

If you need to discuss this agreement, please contact the Client's Representative.

Yours sincerely

Name of OPSS Project officer

Job Title

Add in email address

Signed: _____ Signed: _____
(for and on behalf of OPSS) (Supplier)

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

GENERAL OUTLINE OF SERVICES

STATUS OF THE SUPPLIER

During the Term the Supplier shall be an independent contractor and not the servant of OPSS.

For an Employment Status Assessment that is out of scope, the Supplier shall bear exclusive responsibility for the payment of his or her national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his or her work performed by him or her under this Agreement.

If the Employment Status Assessment is deemed in scope, OPSS will make the appropriate deduction of tax and national insurance from the gross pay of Suppliers who are directly engaged. For Suppliers engaged via an intermediary, OPSS shall make the Gross payment to the intermediary and notify the intermediary of the assessment outcome and seek assurance that the appropriate deduction is being made.

TERM AND TERMINATION

This Agreement shall take effect from the agreed start date and shall, subject to the provisions which follow, terminate when all requirements are satisfied.

The Agreement shall be subject to termination for convenience by either party subject to one month’s prior notice in writing, unless the individual is no longer available it will terminate with immediate effect.

CONSEQUENCES OF TERMINATION AND EXPIRY

In the event of termination for convenience by OPSS, OPSS shall reimburse the

Supplier for any costs incurred prior to termination, provided that, in the reasonable opinion of OPSS, these costs were wholly, reasonably and properly incurred by the Supplier in connection with the Agreement. OPSS shall not be liable to reimburse the Supplier for any loss of profit suffered as a result of the termination.

Termination or expiry of this Agreement shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue to either party.

In the event of termination of the Agreement, and upon its expiry:

- a) the Supplier shall return to OPSS all OPSSs property (including OPSSs data) and other items belonging to OPSS in the Supplier's possession or under the Supplier's control.
- b) subject to the payment by OPSS of the agreed rates for each day or half day of work completed by the Supplier to the reasonable satisfaction of OPSS, the Supplier shall provide OPSS with all work undertaken to date in its original form and whether completed or not and,
- c) the Supplier shall render reasonable assistance to OPSS (and any third parties appointed by OPSS) if requested, to the extent necessary to affect an orderly cessation of the Services.

CONFIDENTIALITY

The information provided to the Supplier by OPSS under or in connection with this Agreement is provided in strict confidence and must not be disclosed to others. The Supplier undertakes to treat any such information as confidential and to take all reasonable steps to avoid or prevent its disclosure to others. OPSS will keep your identity as the reviewer confidential.

DATA PROTECTION

Both parties are required to comply with their respective obligations under the Data Protection Legislation, (comprising the General Data Protection Regulation 2018, the Data Protection Act (DPA) 2018 and the Law Enforcement Directive. Act 1998), as they apply in performance of our Agreement, while accepting either over-riding legal or statutory obligations to disclose information to a third party.

OFFICIAL SECRETS ACTS

As a government contractor, I will be bound by the provisions of the Official Secrets Acts 1911 to 1989. I am aware that under those provisions it is a criminal offence to disclose certain documents, information or articles that are or have been in my possession by virtue of my position as a government contractor. I am aware that serious consequences may follow from any breach of those provisions.

I also acknowledge that the provisions of the Official Secrets Acts continue to apply at all times in the future, even when the services to be performed under or in connection with this Agreement are completed or come to an end and I am no longer engaged as a government contractor.

PUBLICITY

The Supplier shall not make any public statement relating to the existence or performance of the Agreement without the prior written approval of OPSS, which

shall not be unreasonably withheld.

CONFLICTS OF INTEREST

In signing this agreement, the Supplier confirms that is no Conflict of Interest in completing this work. Any potential conflicts of interest must be notified by the Supplier to the Client's Representative as soon as possible.

LAW AND JURISDICTION

This Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

OUTLINE PRICING SCHEDULE

The rate of payment has been documented on page 1 of the Agreement. The number of days work will be agreed and notified to you in writing in advance of the work commencing. Reasonable receipted costs incurred to attend meetings must be agreed in advance with the Hiring Manager. Only standard class travel will be reimbursed, and only on production of a valid ticket. VAT is not payable on travel costs.

Administration Instructions

On receipt of the signed contract, the Client's Representative will provide you with a purchase order number if applicable, which should be used in all correspondence and is necessary to obtain payment which will be on receipt of an invoice.

All invoices must be sent electronically to OPSS addressed to finance@services.ukpbs.co.uk.

Annex 1 (part of Annex E)

OPSS may require you to provide confirmation of your right to work in the UK and confirmation of your security clearance. In the event this information is required then the Client Representative will inform you, and you should provide the following:

OPSS will require a current signed full passport, National ID Card and/or other documentation relating to immigration status and permission to work **and one of the following**:

- Recent original utility bill or certificate from a utility company confirming the arrangement to pay for the services at a fixed address on prepayment terms.
- Bank, building society or credit union statement or passbook containing current address
- Current firearms certificate.
- Birth certificate.
- Adoption certificate.
- Marriage certificate.
- Divorce or annulment papers.
- Gender recognition certificate.
- Police registration document.
- Armed Forces identity card.
- Proof of residence from a financial institution.

- Current full driving licence
- Court order.

Documents which may be used to verify Nationality and Immigration Status

We would prefer originals of any of the following items:

- Current signed full passport
- National ID Card that shows you are a citizen of this country
- A work permit or other approval or other travel document, endorsed to show that you have current leave to enter, or remain in this country; and are permitted to take the employment in question.

ANNEX F - Declaration of Interests Form

Under the guidance on Declaration of Interests, I wish to declare to the Office for Product Safety and Standards, that my only relevant interests are as follows:

Personal Interests

1	Direct employment	
2	Consultancies and other fee-paid work	
3	Shareholdings	
4	Clubs and other organisations	
5	Other personal interests	

Non-Personal Interests

6	Fellowships	
7	Indirect support	
8	Trusteeships	
9	Land and property	
10	Other public appointments	
11	Other non-personal interests	

Signed:

Date:

ANNEX G – Data Protection

If you are selected to join the Register your details will be added to OPSS's internal project management databases. We will periodically review and update the Register and, to comply with the Data Protection legislation, we will write to you once a year to check that your information is up to date.

Both parties are required to comply with their respective obligations under the Data Protection Legislation, (comprising the General Data Protection Regulation 2018, the Data Protection Act (DPA) 2018 and the Law Enforcement Directive. Act 1998), as they apply in performance of our Agreement, while accepting either over-riding legal or statutory obligations to disclose information to a third party.

We may in certain cases undertake to publish advice and comment provided by those on the Register. This will be made clear to you when you are approached on each specific piece of work. Please see further details outlined in the [OPSS Privacy Notice](#).

Privacy Notice for OPSS Register of Specialists

This notice sets out how we will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the General Data Protection Regulation (GDPR).

YOUR DATA

We will process the following personal data:

Names, contact details, age, qualifications, employer details and experience of applicants whose CVs are submitted to join the Register.

Purpose

The purpose for which we are processing your personal data is to compile a database of experts for OPSS Register of Specialists. As an expert in your field, we can commission from you short pieces of ad hoc work under contract to provide scientific and technical services. This is a database held internally from which experts can be picked by OPSS staff for specific pieces of work and your details will be added to the OPSS's internal project management databases.

We do this in line with the performance of our statutory duties and the exercise of the official authorities vested in OPSS and the performance of tasks carried out in the public interest. We will not collect any personal data from you which we do not need.

If you wish to be on the Register, failure to provide the information requested could result in either a delay or us being unable to process your information.

Legal basis of processing

The legal basis for processing your personal data is consent: You consent us to doing so.

Recipients

Your personal data will be shared by us with other government departments, public bodies, and organisations which perform public functions to assist them in the performance of their statutory duties or when it is in the public interest.

In addition, your information may be passed to Government departments and to OPSS Scientific Advisory Committees to identify gaps in the areas of expertise.

We use or work with contractors and other third-party service providers, such as IT service providers, who will process your personal data on our behalf. These third parties are our data processors and can only process your personal data on our instruction or with our agreement for a specified purpose to enable us to maintain, improve and provide our services in order to fulfil our public task.

No third parties have access to your personal data unless the law allows them to do so. In line with this commitment your information may be passed to expert individuals who may not be OPSS employees for the purposes of carrying out the sifting and selection of applicants to go on the Register.

As your personal data will be stored on our IT infrastructure it will also be shared with our data processors Microsoft and Amazon Web Services.

Retention

Your personal data will be kept by us for as long as necessary to carry out these functions, and in line with our retention policy. This means that this information will in the case of unsuccessful applicants be retained for 18 months from receipt. In the case of successful applicants, we will hold the information until 12 months after your membership of the Register of Specialists ends.

Automated decision making

Your personal data will not be subject to automated decision making.

YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data where it is processed for direct marketing purposes.

You have the right to withdraw consent to the processing of your personal data at any time

You have the right to object to the processing of your personal data.

You have the right to request a copy of any personal data you have provided, and for this to be provided in a structured, commonly used and machine-readable format.

INTERNATIONAL TRANSFERS

Your personal data will not be processed outside the UK and European Economic Area (EEA), or by an international organisation.

COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

0303 123 1113

casework@ico.org.uk

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

CONTACT DETAILS

The data controller for your personal data is the Department for Business and Trade (DBT).

You can contact the DBT Data Protection Officer at: DBT Data Protection Officer, Department for Business and Trade, 1 Victoria Street, London SW1H 0ET. Email: dataprotection@beis.gov.uk.