

Statement of Indemnity with respect to SAC members

1. Subject as provided in paragraph 3 of this document the Food Standards Agency hereby undertakes with the members (including the Chair) of the Science Council or other FSA Scientific Advisory Committees (“the Members”)* to indemnify them against all liability in respect of any action or claim which may be brought, or threatened to be brought, against them either individually or collectively by reason of or in connection with the performance of their duties as members, including all costs, charges and expenses which the Members may properly and reasonably suffer or incur in disputing any such action or claim.
2. The Members shall as soon as practicable notify the Food Standards Agency if any action or claim is brought or threatened to be brought against them in respect of which indemnity may be sought pursuant to paragraph 1, and if an action or claim is brought, the Food Standards Agency shall be entitled to take conduct of the defence, dispute, compromise or appeal of the action or claim and of any incidental negotiations relating to the action or claim. The Food Standards Agency shall notify the Members as soon as practicable if it intends to so take conduct and the Members shall then provide to the Food Standards Agency such information and assistance as it shall reasonably request, subject to all out-of-pocket expenses properly and reasonably incurred by them being reasonably reimbursed. The Food Standards Agency shall, to the extent reasonable and practicable, consult with and keep the Members informed as and when reasonably requested by the Members in respect of any action or claim. If the Food Standards Agency does not so take conduct, the Members shall keep the Food Standards Agency fully informed of the progress of the action or claim and any consequent legal proceedings and consult with the Food Standards Agency as and when required by the Food Standards Agency concerning the action or claim.
3. The indemnity contained in paragraph 1 shall not extend to any losses, claims, damages, costs, charges, expenses and any other liabilities: (a) in respect of which the Members are indemnified by or through any defence organisation or insurers or; (b) which may result from bad faith (including

dishonesty), wilful default or recklessness on the part of the Members; or (c) which may result from any of the following circumstances: (i) any settlement made or compromise effected without the knowledge or consent of the Food Standards Agency on behalf of the Members of any action or claim brought, or threatened to be brought, against the Members; or (ii) any admission by the Members of any liability or responsibility in respect of any action or claim brought, or threatened to be brought, against them; or (iii) Members taking action that they were aware, or ought reasonably to have been aware, might prejudice the successful defence of any action or claim, once the Members had become aware that such an action or claim had been brought or was likely to be brought.

*Members here includes working groups or sub-groups of the Science Council or other FSA Scientific Advisory Committees