

## PARTNERSHIP AGREEMENT, APPENDIX 2: ResQ service safety guidelines, Finland

“Partner” refers to a food service Partner that sells food products via the ResQ service.

“End User” refers to a consumer purchasing food products via the ResQ service.

Responsibility for the food products sold on the ResQ service:

- ResQ doesn't hold possession of the sold food products at any point. The Partner is fully responsible for proper description of the portions in offers as well as the proper storage and handling of the portions until they are handing to the End User.

Guidelines for offered portions and the handling of the food:

- ResQ recommends that portions offered on the service should primarily be prepared on the same day. Portions of food prepared on the previous day may be offered on the service, in case offering them on the same day would leave the buy and fetch times challengingly short, and the food product in question preserves well cooled down, both in terms of safety and quality.
- ResQ instructs the Partner to always store foods at either below 6 or above 60 degrees Celsius. Exceptions to this rule include cakes and pastries as well as other food products that preserve well in room temperature. Frozen goods should be kept at -18 degrees Celsius or colder.
- The used refrigeration equipment needs to be able to cool down warm foods to below 6 degrees Celsius in a maximum time of 4 hours.
- Since the part of the mission of the ResQ service is to raise the appreciation of food, food that is clearly in bad shape or that looks unappealing should not be offered on the ResQ service at all.
- Warm dishes offered on the service with a longer fetching time should be cooled down as soon as possible. Alternatively, warm dishes can be kept at above 60 degrees Celsius and give to the End User warm, as long as the total time that the portions are kept warm does not exceed 3.5 hours. (Four hours is the legal maximum for keeping food warm at above 60 degrees.)
- Food kept available at a self-service counter (such as a buffet table) may not be cooled down for sale later. Instead, warm foods that have not been available for self-service may be cooled down to be sold on the ResQ service.
- Portions should not be handed out to End Users in the middle of the cooling process. In case an End User arrives to retrieve a portion the cooling of which is ongoing, the portion should be reheated to above 60 degrees Celsius before being given to the End User.
- The Partner should remind the End User that easily perishable food that is prepared by heating should be reheated thoroughly to above 60 degrees Celsius before consumption in order to avoid the development of harmful bacteria.
- Partners may decide for themselves what kind of takeaway packaging they use for the food sold through the ResQ service. However, the packages must be intended for take away food and marked with the [food safe symbol](#) (a wine glass and a fork). ResQ recommends the use of biodegradable or otherwise environmentally friendly packaging.
- The End User has the responsibility to pick up the ordered portions from the Partner's location within the fetching time frame the Partner has indicated in the ResQ service. The Partner has the right to throw away the portion(s) ordered through the ResQ service if the End User fails to retrieve the portion(s) on time. In such cases, the End User does not have the right to a refund.

Diet information

- Intolerances and the most common dietary restrictions
  - An End User can define his possible diet restrictions by selecting one or more of the 6 diet tags (gluten-free, vegetarian (lacto-ovo), vegan, low-lactose, lactose-free, dairy-free) in his profile.
  - Using the suitable diet tags and listing the allergens properly in the portion descriptions is very important. If the Partner's staff isn't sure about the suitability of a portion to a certain

- diet, it is recommended that the portion is not tagged as suitable for that diet. If the suitability is certain, it is recommended that the Partner selects the proper food tags so that the End Users with diet restrictions receive notifications for portions fitting their diets.
- Also any side dishes or other extra components of portions should conform to the selected diet tags, or such an exception should be stated clearly in the portion's description (e.g. a situation where an otherwise gluten-free portion comes with a piece of gluten-containing bread).
  - Other ingredients that commonly cause allergies
    - If a portion contains any of the 14 classes of most common allergens listed in EU regulations, these need to be listed in the offer's description. If a proper food tag isn't found, list the allergens in the description field.
    - The most common allergens to mention are listed in the ResQ service's provider interface above the offer's or the offer template's description field.
    - Just like faulty diet tags, faulty diet tags or failure to list a contained allergen in the offer's description is valid reason for undoing the sale, i.e., a full refund to the End User on the Partner's expense.
    - The Partner has the obligation, on request, to give information about the most common allergens at the location where the portions handed over to the End User. (The decree of Ministry of Agriculture and Forestry of giving food product information to consumers, 16.10.2014/834, 6§. Maa- ja metsätalousministeriön asetus elintarviketietojen antamisesta kuluttajille, 16.10.2014/834, 6§)

#### Giving more specific information about the portions

- On the authority of Ministry of Agriculture and Forestry (The decree of giving food product information to consumers, 16.10.2014/834, 7-8§. Maa- ja metsätalousministeriön asetus elintarviketietojen antamisesta kuluttajille, 16.10.2014/834, 7-8§), a restaurant is obliged, on request, to give information at their venue about the portion an End User has bought. Besides the allergens mentioned above, this information includes e.g. the name of the food, the country of origin, and the instructions for using or preserving the portion.
- This information needs to be given in writing to an End User in the place of a handout in a visible and clear form, either on a brochure or a board or other a similar manner. The information may be given in either spoken, written, and/or electronic form if the restaurant clearly mentions this in the brochure or the board in the place of a handout. (16.10.2014/834, 8§.)

#### The food product's country of origin

- Partners are recommended to mention the country of origin of the products they are selling through the ResQ service if the whole product is produced somewhere else than in the country of sale or not mentioning the origin would mislead the End User.

#### The handling of suspected cases of food poisoning

- On the grounds of health protection act (Terveydensuojelulaki, 763/94, §38), the Partner is obligated to inform the supervising authority of the local municipality of any food poisoning cases and other food hazard situations.
- Also in cases where the food poisoning suspicion is related to food sold via the ResQ service, the responsibility to inform the authorities is on the Partner.
- Contact information of local supervising authorities can be found on Evira's website: <https://www.evira.fi/en/foodstuff/feedback-on-food/>
- When ResQ receives information of a suspected food poisoning case related to one of its partners, this information will be promptly communicated to the Partner. The discussion on the case will be started immediately with both the End User(s) and the Partner possibly related to the case.

- The Partner must also inform ResQ if the Partner receives information about a suspected food poisoning case which concerns food sold via the ResQ service or otherwise raises safety concerns related to portions sold via the ResQ service.
- ResQ stores the data on purchased portions and purchasing End Users for at least one year. This information may subsequently be used by supervising authorities to investigate possible epidemic incidences.

Describing the use of the ResQ service in the Partner's self-surveillance plan

- A Partner must describe its use of the ResQ service in its self-surveillance plan.