

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MEDICAL RESEARCH COUNCIL (“the MRC”)
AND
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND ACTING THROUGH THE DEPARTMENT OF HEALTH AND
SOCIAL CARE (“DHSC”)
FOR
ANTIMICROBIAL RESISTANCE IN THE GLOBAL SETTING (“AMR-GS”)**

Amendment 1

This Amendment 1 refers to the Memorandum of Understanding (MOU) for the above programme signed by the MRC and DHSCs in November 2017 and outlines the following changes to the MOU. The MOU, including any previous Amendments, shall remain effective and unaltered except as amended by this Amendment.

1. All instances of “Department of Health” and “DH”, are replaced by “Department of Health and Social Care” and “DHSC”
2. Clause 2.2 is replaced by “Unless terminated earlier pursuant to clause 12.1 and subject to the outcome of the Comprehensive Spending Review as set out in clause 2.6, this MOU will remain valid until 31/12/2021.”
3. Clause 2.3 is replaced by “The Funders will make available, on an equal funding basis, up to a combined total of £12,800,000.
 - The total contribution from DHSC is up to £6,400,000
 - The total contribution from the MRC is up to £6,400,000”
4. Add Clause “3.3 The Funders will form a Steering Committee to oversee the management of the AMR-GS and other similar activities which are jointly managed by MRC and DHSC. The Steering Committee will meet once every two months, and each Funder will agree a permanent representative to attend this meeting. Agendas will be agreed by the Funders in advance of meetings and a formal minute will be written by the hosting Funder. Responsibility for hosting the Steering Committee will alternate between each Funder.”
5. Add Clause “4.4 MRC shall not, without prior written authorisation from DHSC:
 - a. commit to further funding to be supplied by DHSC to any organisation (including the AMR-GS awards);
 - b. incur any costs to be paid by DHSC other than what has been agreed under the terms of this MOU.”
6. Add Clause “4.5 MRC will inform DHSC before it:
 - a. agrees to extend the term of the AMR-GS award grants or agree to any other variation relating to the AMR-GS award grants;
 - b. serves notice to terminate any AMR-GS award grant, or purport to terminate any AMR-GS award grant before the profiled expiry date; and
 - c. commences, settles or abandons mediation, arbitration or other dispute resolution procedure in relation to any AMR-GS award grant.”

7. Add Clause "4.6 DHSC will inform MRC before it:
 - a. agrees to extend the term of the AMR-GS award grants or agree to any other variation relating to the AMR-GS award grants;
 - b. serves notice to terminate any AMR-GS award grant, or purport to terminate any AMR-GS award grant before the profiled expiry date; and
 - c. commences, settles or abandons mediation, arbitration or other dispute resolution procedure in relation to any AMR-GS award grant."

8. Replace clause 5.2 by "The MRC will:
 - Request funding assurance from the award holding Research Organisation including annual updates into Researchfish, a final expenditure statement and an end of award report.
 - Invoice DHSC quarterly in arrears in line with 50% of AMR-GS actual quarterly grant expenditure. The MRC will submit all payment requests and invoices electronically.
 - Notify DHSC of variations to spending forecasts as soon as possible when this occurs."

9. Add Clause "10.6 The Funders shall duly observe all their obligations under UK data protection legislation and comply with the applicable laws, regulations, orders and codes of practice from time to time in force relating to data protection."

10. Replace clause 13.1
For all matters requiring approval or consent of the Funders, such approval or consent shall be requested in writing and is not effective until given in writing. Such communications shall be given in writing to the respective Funders as follows:
The Department of Health:
39 Victoria Street
London
SW1H 0EU
Attention: [REDACTED] Deputy Director – Research Programmes, Science, Research and Evidence Directorate
Email: [REDACTED]

The Medical Research Council:
Medical Research Council
58 Victoria Embankment
London
EC4Y 0DS
Attention: [REDACTED], Chief Science Officer
Email: [REDACTED]

11. Add Clause "17 Due Diligence and Funding Assurance
 - 17.1 DHSC notes the due diligence assessments of the MRC already undertaken by Science Research and Evidence Directorate at DHSC.
 - 17.2 In utilising the DHSC funding the MRC will exercise the same care in the discharge of its functions under this arrangement as it exercises with respect to the administration and management of its own resources and affairs.

- 17.3 As the party responsible for issuing grants to the Funded Projects (as set out in clause 3.1) the MRC agrees to seek assurance that AMR-GS award will be compliant with the terms and conditions of the grant issued (as set out in clause 4.2). Assurance for UK based research organisations will be sought through the UKRI funding assurance programme.
 - 17.4 Funding assurance and due diligence issues will be jointly managed by the Funders through the steering committee as set out in (clause 3.3)."
- 12 Add Clause "18 Intellectual Property Rights
- 18.1 Nothing in this MOU is intended to transfer Intellectual Property Rights already owned by one Party to the other Party. The Funders intend that any Intellectual Property Rights created in the course of this MOU shall vest in the Party whose employee created them. Any Intellectual Property Rights created as part of the AMR-GS awards will belong to the relevant organisations awarded grants under the AMR-GS programme.
 - 18.2 The Funders agree not to cause or permit to be done anything that may damage or endanger the Intellectual Property Rights of the award holding Research Organisation's title to such intellectual property, or assist or allow other to do so."
- 13 Add Clause "19 Safeguarding
- 19.1 The Funders will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this MoU by both its employees and any Award-holders and downstream partners.
 - 19.2 The Funders have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Funders will immediately report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this MoU to the other Party. The Funders should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
 - 19.3 The Funders should also report any credible suspicions of, or actual incidents that are not directly related to this MoU but would be of significant impact to the partnership between DHSC and MRC or the reputation of the NIHR, UKRI and UK aid. For example, events that affect the governance or culture of the respective Funders or the Award-holders, such as those related to senior management, must be reported.
 - 19.4 Both Funders will fully co-operate with investigations into such events, whether led by either Party or any of its duly authorised representatives or agents.
 - 19.5 Both Funders acknowledge the "International Development Research Funders Statement on Safeguarding", of which DHSC and BEIS were signatories. Both Funders agree to work with the UK Collaborative on Development Research to develop shared

guidelines on safeguarding and to implement these guidelines once developed.”

Signed on behalf of the Department of Health and Social Care

Name: [REDACTED]

Position: Director of Science, Research and Evidence

Address: Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU

... [REDACTED]

Dated: 31-Jul-2020 | 11:14 AM BST

Signed on behalf of the Medical Research Council

Name: [REDACTED]

Position: Chief Operating and Finance Officer

Address: Medical Research Council, 3rd Floor, 58 Victoria Embankment
London EC4Y 0DS

... [REDACTED]

Dated: 31-Jul-2020 | 3:36 AM PDT