

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN  
IRELAND ACTING THROUGH THE DEPARTMENT OF HEALTH AND SOCIAL CARE (“DHSC”)**

**AND**

**THE MEDICAL RESEARCH COUNCIL PART OF UK RESEARCH AND INNOVATION (“MRC”)**

**FOR**

**GLOBAL EFFORT ON COVID-19 (GECO) HEALTH RESEARCH**

## 1. PARTIES

1.1 The Parties to this Memorandum of Understanding (MOU) are:

- (A) The Government of the United Kingdom of Great Britain and Northern Ireland acting through the Department of Health and Social Care of 39 Victoria Street, London SW1H 0EU (“**DHSC**”)
  - (B) The Medical Research Council part of United Kingdom Research and Innovation, whose principle place of business is at Polaris House, North Star Avenue, Swindon, SN2 1FL (“**MRC**”)
- (each a “**Party**” and together the “**Parties**”).

## 2. INTERPRETATION

2.1 In this MOU the words and phrases set out below shall have the following meanings:

“**BEIS**” means the Department for Business, Energy and Industrial Strategy;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- (a) Government Department as part of the Crown (having its common law meaning and includes but is not limited to the Northern Irish Assembly, the Scottish Government and the Welsh National Assembly);
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

“**Confidential Information**” means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Parties, including all intellectual property rights, together with all information derived from any of the above, any other information clearly designated as being confidential (whether or not it is marked confidential) or which ought reasonably be considered to be confidential that is disclosed (directly or indirectly) by one Party to the other Party in connection with this MOU;

“**CCF**” means the Central Commissioning Facility which is an NIHR co-ordinating centre

“**DAC**” means the Organisations for Economic Co-operations and Development’s Development Assistance Committee;

“**FOIA**” means the Freedom of Information Act 2000 as amended or updated from time to time;

“**Funded Projects**” means the awards made under the Global Effort on COVID-19 (GECO) Health Research call, with funding from MRC and DHSC through NIHR;

“**GECO**” means Global Effort on COVID-19 Health Research call

“**IATI Standard**” means the International Aid Transparency Initiative Standard;

“**Intellectual Property Rights**” means any patents, copyright, rights in and to inventions, trademarks, service marks, design rights, registered designs, know-how, database rights, moral rights, right in get-up, goodwill and the right to sue for passing off, rights to use, and protect the confidentiality of, confidential information, confidential formulae and applications for any of the foregoing, patents, trademarks, registered designs, copyright, database rights, know-how, trade or business names

(including internet domain names) and other rights of a similar nature, whether registered or unregistered, existing now or in the future anywhere in the world;

“**LMICs**” means Low and Middle Income Countries as defined by the OECD DAC list;

“**MOU**” means this Memorandum of Understanding including the Schedules;

“**NIHR**” means National Institute for Health Research;

“**ODA**” means Official Development Assistance, including ODA administrative costs, as defined by the OECD from time to time;

“**OECD**” means the Organisation for Economic Co-operation and Development;

“**Steering Committee**” means the group of DHSC and MRC colleagues who meet periodically to share programme updates and to agree and monitor programme level risks;

“**UK Aid**” means the UK Official Development Assistance (ODA) budget

“**UKCDR**” means the UK Collaborative on Development Research, a group of government departments and research funders working in international development, bringing together UK research funders to discuss priorities and coordinate efforts to garner maximum impact;

“**UKRI**” means UK Research and Innovation, an executive non-departmental public body, sponsored by BEIS supported by 8 agencies and public bodies including MRC;

“**VAT**” means value added tax.

### **3. PURPOSE OF THIS MOU**

The purpose of this MOU is to describe the arrangements for the collaboration between MRC and DHSC (through NIHR) in the funding, delivery and management of the Global Effort on COVID-19 (GECO) Health Research call. The aim of the call is to support applied health research that will address COVID-19 knowledge gaps. The focus is on understanding the pandemic and mitigating its health impacts in low and middle-income countries (LMICs). The call prioritises epidemiology, clinical management, infection control and health system responses and invites applications in line with the WHO COVID-19 Global Research Roadmap.

3.1 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

### **4. COMMENCEMENT AND PERIOD OF OPERATION**

4.1 The effective start date for this MOU is the later of the two dates on which it has been signed by the Parties.

4.2 Unless terminated earlier pursuant to clause 24, this MOU will remain valid until 31 December 2022. It is expected that the last funded project under this initiative will end before this date, if in exceptional circumstances a funded project is still active after this period then the funders will jointly agree if and how to extend this agreement.

## 5. CONTRIBUTIONS OF EACH PARTY

- 5.1 DHSC and MRC will each contribute up to **£15,000,000** (fifteen million pounds sterling) to support the Global Effort on COVID-19 (GECO) Health Research in order to jointly fund the Funded Projects on a 50/50 matched-fund basis. Neither DHSC or MRC is under obligation to provide any additional funding unless otherwise agreed between the Parties pursuant to this MOU.
- 5.2 Each Party's contribution will be categorised as ODA as defined by the OECD from time to time.
- 5.3 The funding amount is subject to revision and will depend on the fulfilment of the provisions of this MOU, any revisions to budgets, actual expenditure and need, and the continuing availability of resources to the Parties. Each Party recognises that from the Financial Year 20/21 a completion of intention will be subject to the outcome of the Comprehensive Spending Review.

## 6. WHAT EACH PARTY WILL DO

- 6.1 MRC and DHSC will work jointly (as further set out in Schedule 2 section 2) to:
- (a) Deliver the Global Effort on COVID-19 (GECO) Health Research call
  - (b) Provide co-funding for the Funded Projects as further detailed in clause 5 of this MOU;
  - (c) Respond to any request for input from the other Party in an appropriate time frame
- 6.2 MRC will work (as further set out in Schedule 2 section 2) to:
- (a) Provide the secretariat for the Expert Panel meetings
  - (b) Issue grants for the Funded Projects
  - (c) Manage the grants on behalf of both Parties, including administering and accounting for both Parties' funding contribution towards these awards
- 6.3 DHSC, through NIHR CCF, will work (as further set out in section out in Schedule 2, section 2) to:
- (a) Launch the competition through its call platform
  - (b) Manage applicant queries (with input from MRC as required) and the receipt of applications
  - (c) Administer the application review process with input from MRC
- 6.4 Should additional funding for the Funded Projects be required, over and above what has been agreed to under this MOU, it will be agreed jointly by both Parties. Each Party will have ultimate discretion to decide whether they agree to such additional funding.
- 6.5 The Parties will use a Steering Committee to oversee the management of Global Effort on COVID-19 (GECO) Health Research and other similar activities which are jointly managed by MRC and DHSC. The Steering Committee will meet once every three months, and each Party will agree a permanent representative to attend this meeting. Agendas will be agreed by the Parties in advance of meetings and a formal minute will be written by the hosting Party. Responsibility for hosting the Steering Committee will alternate between each Party.

- 6.6 DHSC, via NIHR CCF agrees to share full application details with MRC. Application details will be treated as confidential (as set out in clause 15). In addition, due diligence and funding assurance findings will be shared when needed between the Parties.

## **7. FINANCIAL ARRANGEMENTS**

- 7.1 Financial year 1st April to 31st March will apply. Grants will be made to Funded Projects through MRC and paid to the grant-holding research organisation in accordance with standard profiled payment arrangements for MRC research grants.
- 7.2 MRC will request funding assurance from the Funded Projects including annual updates into Researchfish, a final expenditure statement and an end of grant report in addition to the financial arrangements set out in this clause.
- 7.3 The Funded Projects will be paid by MRC quarterly in arrears against a standard spend profile.
- 7.4 The spend profile will be confirmed at the point of making awards to the Funded Projects and the nature of the awards will inform the future flow of funding between both Parties.
- 7.5 DHSC will be invoiced quarterly by MRC in arrears for their percentage contribution against the actual profiled payments. All payment requests and invoices will be submitted to DHSC either by post or electronically.
- 7.6 MRC will notify DHSC of variations to spending forecasts where requested.
- 7.7 DHSC will provide funds to the MRC quarterly in arrears of profiled expenditure and therefore no interest will be earned on contributions. DHSC is providing this funding on basis that revenue generation is not the primary concern and that patient benefit may be achieved in other ways. MRC's funding to the Funded Projects will be on a grant basis, no VAT will arise. MRC will not charge DHSC VAT on its Contributions.
- 7.8 Pursuant to the timing set out in accordance with clause 7.3 and this clause, the timing and scheduling of payments may be amended by the Parties dependent on actual expenditure and need. The Parties will jointly decide any changes to the payment schedule.
- 7.9 MRC will administer and account for DHSC contribution in accordance with its financial regulations and other applicable rules, procedures and practices, and will keep separate records and accounts for the arrangement. MRC will ensure, to the best of its ability, that all goods and services financed under this MOU will be solely used for the purposes of the awards made under the Global Effort on COVID-19 (GECO) Health Research call.

## **8. REPORTING REQUIREMENTS**

- 8.1 MRC will provide copies of relevant records on request and, if required, make its records available for inspection by the National Audit Office or another auditor named by DHSC.
- 8.2 Monitoring and reporting will be the responsibility of MRC. After the end of each quarter in June, September, December and March (financial year 1 April to 31 March) MRC will calculate the cost paid out for contributions under the Global Effort on COVID-19 (GECO) Health Research. MRC will submit to DHSC quarterly financial reports that set out clearly actual profiled expenditure against the approved

project budget and forecast expenditure for the calendar and financial year (31 March).

- 8.3 MRC will update DHSC on performance of Funded Projects at the regular Steering Committee meetings. MRC will provide information on outcomes of Funded Projects as part of those discussions. An appropriate monitoring, evaluation and learning (MEL) plan and reporting requirements for all joint activities with MRC will be developed over the next 6 months, in close consultation with the DHSC Global Health Research Evaluation Manager and respective counterparts in MRC. Where MRC is informed about imminent press releases or release of results MRC will share these with DHSC outside of regular meetings. MRC provides DHSC with a statement showing funds received and expended as part of the invoicing process. UKRI publishes an annual report and externally audited accounts on its website.
- 8.4 DHSC reserves the ability to request additional audits during the course of the Global Effort on COVID-19 (GECO) Health Research Funded Projects. The reason for any requests will be justified by DHSC and the costs of such audit will be agreed, upfront between both the Parties.

## **9. DUE DILIGENCE AND FUNDING ASSURANCE**

- 9.1 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.
- 9.2 As the party responsible for issuing grants to the Funded Projects (as set out in clause 6.2) MRC agrees to seek assurance that Funded Projects will be compliant with the terms and conditions of the grant issued (as set out in clause 12.2). Assurance for UK based research organisations will be sought through the UKRI funding assurance programme. Additional assurance will be sought for overseas research organisations where additional due diligence will be carried out before a grant is issued. Additional controls may be put in place to provide additional assurance for overseas research organisations. The Parties will jointly agree where additional assurance and due diligence is required.
- 9.3 Funding assurance and due diligence issues will be jointly managed by the parties through the Steering Committee as set out in clause 6.4.

## **10. ODA**

- 10.1 Where ODA eligibility is confirmed, it is the intention of each party that monies paid to the Funded Projects will be properly categorised as ODA as defined by the OECD.
- 10.2 MRC and DHSC shall jointly undertake reasonable endeavours to ensure that all monies paid to the Funded Projects can properly be categorised as ODA as defined by the OECD.
- 10.3 Each party shall notify the other of any concern it has that monies paid to the Funded Projects cannot or may not be properly categorised as ODA as defined by the OECD as soon as reasonably practicable.

## **11. ODA TRANSPARENCY**

- 11.1 MRC and DHSC acknowledge and support the requirements of the IATI Standard. MRC shall work through BEIS towards applying transparency standards to the funds received from DHSC, in line with the UK aid Transparency Guarantee and the International Aid Transparency Initiative. MRC through BEIS will make substantive

efforts to publish information about the Funded Projects, in line with relevant categories of the IATI Standard. MRC agrees for this arrangement (and any subsequent amendments) and associated funding to be published on DHSC's website.

- 11.2 MRC shall provide all reasonable co-operation and assistance necessary for DHSC to meet its obligations under the International Development (Official Development Assistance Target) Act 2015 and the International Development (Reporting and Transparency) Act 2006. Such reasonable cooperation and assistance shall include but not be limited to the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of the Global Effort on COVID-19 (GECO) Health Research call and Funded Projects.

## **12. CONTRACTING AND RISK**

- 12.1 Funded Projects through the Global Effort on COVID-19 (GECO Health Research call will be issued with a grant letter from MRC highlighting the joint funding by DHSC through the NIHR), with these projects subject to the UK Research and Innovation FEC Grants Standard Terms and Conditions of Grant, and any scheme-specific issues and amendments jointly decided between the Parties in writing and as set out in Schedule 2 section 3;

- 12.2 MRC shall not, without prior written authorisation from DHSC:

- (a) commit to further funding to be supplied by the other Party to any organisation (including the Funded Projects);
- (b) incur any costs to be paid by the other Party beyond what has been agreed under the terms of this MOU.

- 12.3 MRC shall inform the DHSC before it:

- (c) agrees to extend the term of the Funded Projects or agree to any other variation relating to the Funded Projects;
- (d) serves notice to terminate any Funded Project, or purport to terminate any Funded Project before the profiled expiry date; and
- (e) commences, settles or abandons mediation, arbitration or other dispute resolution procedure in relation to any Funded Project.

## **13. FRAUD AND CORRUPTION**

- 13.1 Each Party will immediately and without undue delay inform the other Party of any event which interferes or threatens to materially interfere with the successful implementation of the Funded Projects, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety.

- 13.2 The Parties have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and agree in principle to recover such funds. MRC will report any credible allegations of fraud to DHSC's Anti-Fraud Unit at [fraud.enquiries@dhsc.gov.uk](mailto:fraud.enquiries@dhsc.gov.uk), take timely and appropriate action to investigate credible allegations of fraud, and keep DHSC informed about the progress of the investigation. Each Party will fully co-operate with investigations into such events, whether led by MRC or DHSC.

- 13.3 In the event of any credible indications that UK funds may have been subject to fraud, the Parties, may, at any time during the period of this arrangement and up to five years after the end of the programme, arrange for additional fraud

investigations, on-the spot checks and/or inspections to be carried out. These may be carried out by the Parties, or any of its duly authorised representatives.

- 13.4 The Parties reserve the ability to recover funds that have been subject to proven fraud and will work together to do so. Where fraudulent or unethical activity is alleged, the Parties reserve the ability to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.
- 13.5 Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Parties to seek to ensure that none of their funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, Both Parties undertake to use reasonable efforts to ensure that none of funds provided under this arrangement are used to provide support to individuals or entities associated with terrorism.

#### **14. SAFEGUARDING**

- 14.1 The Parties 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 Funded Projects and downstream partners.
- 14.2 The Parties have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Parties 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 Parties 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.
- 14.3 The Parties 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 parties or partner delivering the Funded Projects, such as those related to senior management, must be reported.
- 14.4 Both Parties will fully co-operate with investigations into such events, whether led by either Party or any of its duly authorised representatives or agents.
- 14.5 Both Parties acknowledge the “International Development Research Funders Statement on Safeguarding”, of which DHSC and UKRI were signatories. Both parties agree to work with the UK Collaborative on Development Research to develop shared guidelines on safeguarding and to implement these guidelines once developed.
- 14.6 Funded projects will be required to adhere to UKRI’s ‘Preventing harm (safeguarding) in research and innovation policy’ (<https://www.ukri.org/files/ukri-preventing-harm-safeguarding-in-research-and-innovation-policy/>) as a condition of their funding, which has been developed following the joint statement referred to in clause 14.5.



## 15. CONFIDENTIALITY AND FOIA

- 15.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party, each Party agrees to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party unless:
- a. It is reasonably required to be disclosed to a Party's professional advisers or to a third party for the purpose of the peer review process and in the proper performance of this MOU; or
  - b. it is required to be disclosed by law, by any governmental or other regulatory authority, any court or any other authority or competent jurisdiction and only to the extent of the required disclosure, providing that the Disclosing Party shall notify the other Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as is reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure; or
  - c. It is consented to in writing from the other Party; or
  - d. It is or becomes generally available to the public other than as a direct or indirect result of disclosure by the Parties; or
  - e. It is or was made available or becomes available to a Party other than under this MOU and free of any restrictions as to its use or disclosure; or
  - f. It is independently developed by either Party without access to or use of the Confidential Information received from the other Party.
- 15.2 For the avoidance of doubt, the obligations in clause 15.1 shall not prevent either Party from meeting reporting arrangements as set out in this MOU.
- 15.3 The Parties may disclose the Confidential Information to employees, officers, contractors, consultants and advisers who are directly involved in this MOU and who need to know the information, and the Party disclosing the Confidential Information shall ensure that such third parties are aware of these provisions.
- 15.4 The Parties shall not (and shall ensure that any employees, officers, contractors, consultants and advisers who have access to Confidential Information shall not) use any of the Confidential Information received, for any purpose other than for the purposes of this MOU.
- 15.5 DHSC may disclose MRC's Confidential Information:
- (a) to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
  - (b) to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement; and
  - (c) to the extent that DHSC (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 15.6 Each Party acknowledges that the other Party is subject to the requirements of FOIA. Where a Party receives a Request for Information under FOIA in connection with this MOU or its subject matter, it shall, as soon as reasonably possible, inform the other Party. Each Party agrees to assist and co-operate with the other Party to enable it to comply with its disclosure obligations under FOIA.

## **16. PUBLICITY**

- 16.1 The Parties will not make any announcement or other disclosure concerning the contents of this MOU without the prior written consent of the other Party (such consent not being unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court, or any other authority or competent jurisdiction. Where a formal public statement, press release or other publicity in relation to the initiative is required, the Parties shall work together to ensure that the publicity statements are coordinated.
- 16.2 Neither Party shall use the name, logo, trademarks or other brand collateral of the other Party without the owning Party's prior written consent. DHSC's contribution shall be acknowledged as NIHR funding and as such NIHR communications guidance, as updated from time to time, shall apply.

## **17. DATA PROTECTION**

- 17.1 The Parties 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.

## **18. USE OF RESEARCH OUTPUTS AND OUTCOMES BY FUNDERS**

- 18.1 Funded Projects under this scheme will be expected to conform to principles of open access of research results which requires that electronic copies of any research papers that have been accepted for publication in a peer-reviewed journal, and are supported in whole or in part by the GECO Health Research call funded by each Party, be deposited into PubMed Central (PMC) or UKPMC, to be made freely available as soon as possible and in any event within six months of the journal publisher's official date of final publication. Where there is a public health benefit each Party will expect to make full use of the results as soon as they are in the public domain.
- 18.2 The Parties agree that the Funded Projects shall be required to complete an annual update of information relating to the outputs, outcomes and impacts (referred to as research outcomes) that arise from their funded research via Researchfish. Details about Researchfish can be found on MRC website ([www.mrc.ac.uk/funding/guidance-for-mrc-award-holders/researchfish/](http://www.mrc.ac.uk/funding/guidance-for-mrc-award-holders/researchfish/)). MRC will make available the Researchfish submissions from Funded Projects to DHSC on an annual basis, with access and sharing practicalities to be discussed and agreed by both Parties as part of ongoing monitoring evaluation and learning discussions taking place by the DHSC-MRC Steering Committee.

## **19. INTELLECTUAL PROPERTY RIGHTS**

- 19.1 Nothing in this MOU is intended to transfer Intellectual Property Rights already owned by one Party to the other Party. The Parties 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 Funded Projects will belong to the relevant organisations funded under the Global Effort on COVID-19 (GECO) Health Research call in line with the specific Intellectual Property Right terms and conditions in the governing grant.
- 19.2 The Parties agree not to cause or permit to be done anything that may damage or endanger the Intellectual Property Rights of the Funded Project participant's title to such intellectual property or assist or allow other to do so.

## **20. CONTACT POINTS**

- 20.1 Both Parties agree to nominate a representative to liaise with the other Party and be the primary point of contact in all matters concerning the operation of the MOU. The names and contact details of the representatives are given in Schedule 1.

## **21. VARIATION**

- 21.1 This MOU, including the Schedules, may only be varied by written agreement between the Parties and approved by the authorised representatives as given in Schedule 1.
- 21.2 Should either Party request work to be completed over and above the services described in Schedule 2 then both Parties will negotiate in good faith to ensure the either Party is fairly compensated for any agreed additional work undertaken.

## **22. DISPUTE RESOLUTION**

- 22.1 If the Parties' Representatives are (after having made reasonable attempts to do so) unable to agree a matter arising under the terms and clauses of this MOU (a "Dispute"), the Parties shall refer the Dispute in writing to more senior representatives within their organisations who shall meet in good faith and in equal numbers in order to attempt to resolve the Dispute. Such meeting(s) shall be minuted and shall be chaired by MRC (but the chairperson shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairperson.

## **23. NO PARTNERSHIP OR AGENCY**

- 23.1 Nothing in this MOU shall be construed as creating a partnership or joint venture between the Parties.
- 23.2 No Party shall be deemed to be an agent of the other Party and no Party shall hold itself out as having authority or power to bind any other Party in any way.
- 23.3 Neither Party shall have any liability to the other Party for any redundancy costs arising either from delivery of the services or by the termination of the MOU, whether by the passage of time or any earlier termination.

## **24. TERMINATION**

- 24.1 This MOU can be terminated by either Party by giving the other Party not less than three calendar months prior written notice.
- 24.2 The withdrawing Party agrees to honour its' outstanding and unavoidable financial commitment to any existing Funded Projects funded through the Global Effort on COVID-19 (GECO) Health Research.
- 24.3 Any unspent funds remaining at the scheduled end of Funded Projects, must be returned to DHSC proportionate to the funding provided by the Parties as set out under clause 5 'Contributions to Each Party' within 90 days of conclusion of the Funded Projects, unless specifically decided between the Parties, in advance and in writing.

## 25. LAW AND JURISDICTION

- 25.1 The Parties recognise that this MOU is not a legally binding contract.
- 25.2 The Parties confirm that, as far as they are reasonably aware, they have no pre-existing arrangements which might conflict with this MOU.

### SCHEDULE 1: PARTIES' CONTACT POINTS AND REPRESENTATIVES

#### For DHSC

<b>Name</b>	Mike Batley
<b>Position</b>	Deputy Director, Research Programmes
<b>Office Address</b>	Department of Health and Social Care 39 Victoria Street London SW1H 0EU
<b>Telephone number</b>	020 [REDACTED]
<b>E mail address</b>	Mike.batley@dhsc.gov.uk

#### For MRC

<b>Name</b>	Jill Jones
<b>Position</b>	Head of Global Health Strategy
<b>Office Address</b>	Medical Research Council Polaris House North Star Avenue Swindon SN2 1FL
<b>Telephone number</b>	0207 [REDACTED]
<b>E mail address</b>	jill.jones@mrc.ukri.org

#### Invoicing details

Invoices should be submitted to the Science Research and Evidence Directorate, attention to Accounts Payable, both of which reside at the following address:

39 Victoria Street  
LONDON  
SW1H 0EU

## SCHEDULE 2

### Section 1

Global Effort on COVID-19 (GECO) Health Research is a new cross UK government funding call aiming to support applied health research that will address COVID-19 knowledge gaps. The focus is on understanding the pandemic and mitigating its health impacts in low and middle-income countries (LMIC). The call prioritises epidemiology, clinical management, infection control and health system responses.

The call is supported by: the UK Department of Health and Social Care (DHSC) through the NIHR and the Medical Research Council (MRC), which is part of UK Research and Innovation (UKRI).

The funds form part of the UK's Official Development Assistance (ODA) commitment. Support will be available to address the impacts of COVID-19 in LMICs for research which has a direct and primary focus on improving health in LMIC countries.

Proposals should normally be up to £1m per award. The size of awards will vary according to the needs of each research project, but will need to provide a robust case for value for money.

This call will be run as a series of calls - i.e. three consecutive rounds of the call will take place on a rolling basis.

### Eligibility

Applications are particularly encouraged from LMIC Principal Investigators (PIs), as well as PIs based in the UK working in equitable partnerships with LMIC investigators. Applicants must have a relevant academic affiliation to an eligible institution in an LMIC or the UK.

For researchers based in LMICs, eligible institutions include Higher Education Institutions and not-for-profit research institutions.

Where the application is submitted by an LMIC organisation, the primary headquarters of that organisation must be in one of the LMIC countries where the research will take place. The institution must be legally registered in an LMIC or the UK and the Principal Investigator must be employed by the institution that is hosting the research.

Please see [call specification](#) for full eligibility criteria.

### Scope

The call specification is based on the [WHO COVID-19 Global Research Roadmap](#) priorities identified through a consultative process that involved experts from across the world. Thematic areas 3, 4, 5 and 9 from the WHO Roadmap are in scope:

3: Epidemiological studies

4: Clinical management

5: Infection prevention and control including health care workers' protection

9: Social Sciences and Humanities in the Outbreak Response.

In addition, the specification takes into consideration the African Academy of Sciences research priorities for COVID-19, and input from external experts (for example, DHSC's Global Health Research Independent Scientific Advisory Group and MRC's Applied Global Health Research Board).

As well as projects addressing direct impacts of COVID-19, projects investigating the indirect consequences of the pandemic through other health issues will be considered, such as (but not limited to): mental health, domestic violence, inter-personal violence, water and sanitation, maternal and neonatal health, nutrition, chronic conditions, and the wider impact on the health system or health service delivery.

Implementation science and operational research will be supported across the four thematic areas where appropriate, to ensure a focus on practical application of findings.

All proposals will need to be able to show how the proposed research could make a significant contribution to understanding the pandemic and mitigating its health impacts in low and middle-income countries within 18 months of the award. Proposals for, up to 18 months duration, are sought in the four thematic areas listed above.

Please see [call specification](#) for detailed scope of the call.

## Section 2 – Detailed activity list for the Global Effort on COVID-19 (GECO) Health Research

MRC and DHSC (through NIHR CCF) jointly will

- 1) Develop and deliver the competition including:
  - a) Jointly agree on timeline and all competition documentation (guidance for applicants, application forms)
  - b) Promoting the competition with appropriate research communities
  - c) Input into the competition at the strategic level including areas such as determination of call specification, assessor selection and quality criteria
  - d) Provide input to the membership of the Expert Panel and College of Expert assessors
  - e) Select appropriate College of Expert members to undertake application review (workload to be split 50/50)
  - f) Jointly triage applications based on the average peer review score from the College of Experts' scores and agree applications to be considered at the Expert Panel meeting.
  - g) Agree the Funded Projects following the panel meeting and ranking discussion
- 2) Manage the grants:
  - a) Sharing some monitoring activities between the Parties as appropriate
  - b) Establishing the risk profile of Funded Projects which will determine any additional due diligence requirements and/or when annual reconciliation is deemed appropriate, to be agreed by the Steering Committee
  - c) Developing an appropriate monitoring, evaluation and learning (MEL) plan and reporting requirements for all joint activities, within 6 months of start date.

DHSC, through NIHR CCF will:

Administer the competition including:

- a) Launch of the competition using NIHR processes
- b) Co-ordinate the application assessment process (refer to points 1d and 1e above) including leading on appointment of College of Expert assessors, issuing documentation, gathering scores and, where relevant, undertaking interview panels with assessors.
- c) Lead on the appointment of Community Engagement Involvement (CEI) members for the Expert Panel as per the NIHR/DHSC policy on inclusion of CEI panel members.
- d) Providing regular updates to MRC including application lists and peer review reports

MRC will

- 1) Administer the competition including:
  - a) Lead on the appointment of scientific Expert Panel members (refer to points 1d above) and the arrangement of Expert Panel meetings. MRC policies and processes to apply to Panel Meeting in terms of conflict of interests, scoring at meetings.
  - b) Gather and issue relevant documentation, panel assignments and processes to ensure robust decisions are undertaken by the panel
  - c) Issue grants for Funded Project(s). Paying grant funds on a quarterly basis according to standard MRC terms and conditions.
  - d) Provide regular updates to DHSC/NIHR including panel membership and processes

2) Manage the grants to research organisations:

- a) Undertake to manage and monitor the grants issued to research organisations on behalf of the Parties.
- b) Administer and account for both Parties' funding contributions to the scheme



### **Section 3 – Terms and Conditions to be added to the grant awarded to the Successful Project(s)**

UK Research and Innovation fEC Grants Standard Terms and Conditions of Grant (to be applied to the grant unaltered)

Grant terms and conditions are publicly available on UKRI's website (<https://www.ukri.org/funding/information-for-award-holders/grant-terms-and-conditions/> )

Global Effort on COVID-19 (GECO) Health Research additional grant conditions:

#### **Co-funding Acknowledgment and Communications**

This award is being co-funded by the Medical Research Council (MRC) and the Department of Health Social Care (DHSC) through the National Institutes for Health Research (NIHR). In addition to the provisions in RGC22, the investigators must acknowledge MRC and NIHR in any publications, webpages or events associated with this grant in accordance with communications guidance received.

#### **Official Development Assistance**

Funding from NIHR and MRC is part of the UK's Official Development Assistance (ODA). The investigators must ensure the research that is undertaken as part of this grant is compliant with ODA rules and regulations as set out by the Organisation for Economic Co-operation and Development (OECD). In the event that the research is deemed to no longer comply with ODA rules and regulations the Research Councils reserve the right to terminate the grant.

#### **Reporting requirements**

Investigators must assist with any additional reporting requirements requested throughout the whole life time of the grant (during and on completion).

#### **Governance and ethics**

Research must meet the UKRI Research Governance guidelines outlined in RGC2. For clinical studies involving human participants and/or patients, appropriate consent must be obtained. Additionally, any research undertaken outside the UK must have both UK and in-country ethical approvals as appropriate.

#### **Disclosure of Information**

By accepting the grant Investigators give permission for MRC to share grant details with DHSC to facilitate management and governance of the grant. Investigators acknowledge that the funders are subject to the Freedom of Information Act (FOIA) 2000 and agree that grant details shared may be used in order for the funders to comply with disclosure obligations under the FOIA.

**Signed for and on behalf of DHSC**

**Date:**

**Name:** Louise Wood

**Position:** Director, Science, Research and Evidence

**Signed for and on behalf of MRC**

**Date:**

**Name:** Hugh Dunlop

**Position:** Chief Operating and Finance Officer