

DATED

2019

**THE WELLCOME TRUST LIMITED
As Trustee of the Wellcome Trust**

-and-

THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE

**MEMORANDUM OF UNDERSTANDING
RELATING TO A PARTNERSHIP TO FUND PROJECTS IN GLOBAL HEALTH
RESEARCH**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is dated [] 2019

PARTIES

(1) **THE WELLCOME TRUST LIMITED** (company number 2711000) (as trustee of the Wellcome Trust, a charity registered in England (charity number 210183)) whose registered address is Gibbs Building, 215 Euston Road, London, NW1 2BE, United Kingdom (“**Wellcome**”)

(2) **THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE**, acting as part of the Crown, of 39 Victoria Street, Westminster, London SW1H 0EU (“**DHSC**”).

Each a “**Party**” and together the “**Parties**”.

BACKGROUND

- A. Wellcome is a global charitable foundation dedicated to improving health. We support bright minds in science, the humanities and the social sciences, as well as education, public engagement and the application of research to medicine.
- B. DHSC is Central Government Body that supports ministers in leading the nation’s health and social care to help people live more independent, healthier lives for longer. NIHR is the research function of DHSC although NIHR is not a legal entity in its own right. For the purposes of the MOU, reference to the responsibilities and requirements of NIHR apply to DHSC.
- C. The Parties wish to work together to enable joint funding of high quality submissions from a diversity of applicants with an emphasis on Grants within strategic areas of mutual interest relating to global health research.
- D. Wellcome has existing schemes and funding mechanisms which support global health research through which Funded Grants under this MOU will be processed and managed.
- E. The criteria for whether a Grant is eligible for funding under this MOU and the process for designating an Eligible Grant a Funded Grant under this MOU is set out in Schedule 5.
- F. The scope of the Partnership may be expanded beyond the existing Wellcome schemes and funding mechanisms, if so, it will be necessary to expand or amend this MOU and in particular Schedule 5 (the Agreed working practice between DHSC and Wellcome) in accordance with the provisions of Schedule 1 at 7.3.
- G. The Parties expect that through this Partnership, by leveraging their respective networks and issuing joint communications, we will see an increase in Grant applications to existing Wellcome schemes especially from applicants based in LMICs, and result in supporting more high-quality global health research.

PURPOSE OF MOU

- 1 The purpose of this MOU, including its Schedules, sets out the good faith intentions and understanding between the Parties concerning the collaborative funding of Grants of mutual interest in the area of global health research These areas currently include but are not limited to multi-morbidity, non-communicable diseases and mental health in LMICs and will be mutually agreed during Partnership meetings. (the “**Purpose**”).

STATUS OF MOU

- 2 This MOU sets out the manner in which the Parties will collaborate to support the Partnership and the implementation mechanisms for that. This MOU is not intended to be legally binding and creates no legal obligations on the Parties, **SAVE FOR** the Parties' obligations set out in **Schedule 1 – Legally Binding Provisions** and in **Schedule 2 – Data Sharing Agreement** of this MOU.

DEFINITIONS

In this MOU, unless the contrary intention appears, the following terms shall have the following meanings:

“Annual Partnership Meeting” shall mean the annual meeting between the partners which shall take place in June (unless agreed otherwise by both parties), at a time to be agreed, to review the operation of the Partnership and agree the payment profile for DHSC as further detailed in Paragraph 33.

“Award Letter” shall mean Wellcome's cover letter setting out key terms of the Grant and attaching Wellcome's standard grant conditions (attached at Schedule 3).

“Business Day” shall mean a day on which banks are open for business in London, other than Saturday or Sunday and excluding dates when Wellcome is closed for business at Christmas or any further dates as notified to the other Party in writing.

“Central Government Body” shall mean 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” shall mean 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.

“Crown” shall mean the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing.

“DHSC Contribution” means the DHSC Contribution of monies to Wellcome to support the Partnership, which shall be 50% of all Funded Grants under the Partnership, in the sum of up to £28,200,000 to be committed in the Initial Call Period and paid over 7 years by DHSC to Wellcome on the terms of this MOU. A further

£1,140,000 is available to meet the cost of any supplements or to manage the impact of exchange rate fluctuations. Therefore the maximum Contribution that will be paid under this MOU is £29,340,000.

“Eligible Grant” shall be as defined in Schedule 5.

“End of Grant Report” shall mean the report all Grantees are required to submit at the end of their period of funding detailing achievements and implications of the research funded by the Funded Grant.

“Financial Impropriety” shall mean any credible suspicion of or actual fraud, corruption, money-laundering or any other financial irregularity or impropriety fraud, other mismanagement or use of Funded Grant or Partnership monies for purposes other than those intended in accordance with this MOU.

“FOIA” shall mean the Freedom of Information Act 2000 as amended or updated from time to time.

“Funded Grant” shall mean an Eligible Grant which is selected for funding in accordance with Schedule 5, and so brought within the scope of this MOU.

“Grant” shall mean an instrument of funding used by Wellcome to provide financial resources to a Grantee.

“Grantee” shall mean an Organisation, or named individual responsible for a Grant held at their host Organisation. Funding is usually only made to an individual via their host institution

“Intellectual Property” shall mean any and all rights in inventions, discoveries, materials, technologies, products, data, algorithms, software, know-how, patents, databases, copyright, trademarks, design rights, applications for any of the foregoing, moral rights, and any other intellectual property rights whether or not registered or capable of registration and whether or not subsisting in the UK or in any other part of the world.

“Interview Panel/Committee” shall mean a committee appointed by Wellcome, comprised of independent external experts and Wellcome employees who provide recommendations to Wellcome as to which grant applications should be awarded funding under Wellcome’s awards or schemes.

“LMIC” shall mean a low or middle income country, as defined in the OECD DAC list, from time to time.

“MOU” shall mean this Memorandum of Understanding including the Schedules.

“NIHR” means National Institute of Health Research.

“OECD” shall mean the Organisation for Economic Co-operation and Development.

“ODA” shall mean Official Development Assistance, including ODA administrative costs, as defined by the OECD from time to time.

“Organisation” shall mean an organisation eligible to apply to Wellcome for a Grant.

“Partnership” shall mean the collaboration between the Parties which is the subject

of this MOU.

“Partnership Report” shall mean a report Wellcome will compile annually to share summary statistics and an overview of Funded Grants (including details on the number of applications considered under each scheme, project fields, grantees career stage and location). This will form the basis for strategic discussions on oversight and direction of the Partnership during the Annual Partnership meeting.

“Request for Payment” shall mean a request for payment as described in Paragraph 32.

“Spend Report” shall mean a form that must be completed by the Grantee and submitted to Wellcome that sets out: (i) actual expenditure by the Grantee during a particular period on a particular Funded Grant and (ii) any further information that Wellcome requests from the Grantee relating to the Grant.

“Wellcome Contribution” means Wellcome’s contribution to the Partnership, which shall be an equivalent sum to DSHC Contribution, such that Wellcome and DHSC shall each fund 50% of all Funded Grants. For the avoidance of doubt, Wellcome is also bearing the cost of delivering and administering the Funded Grants (as set out at clause 8), but when calculating the 50% Wellcome Contribution, such costs shall not be quantified or included.

GENERAL AGREEMENT

- 3 The Parties have agreed to collaborate to achieve the Purpose. The Parties acknowledge and agree that continued participation by one Party in the Partnership will be contingent on the continued participation of the other Party.
- 4 Each Party is responsible for budgeting for and meeting its own funding or other commitments under the Partnership.

DURATION OF THE MOU

- 5 This MOU shall take effect on the date that it is signed by the Parties. The Parties intend to participate in funding calls for ~~two~~three years (“**Initial Call Period**”).
- 6 Unless terminated earlier or extended in accordance with its terms, the MOU shall continue beyond the Initial Call Period until the date on which each Party has fulfilled all its commitments under this MOU and the Funded Grants, with this initially expected to be by March ~~2027~~2028 (although this final date shall be subject to change).
- 7 Prior to expiry of the Initial Call Period the Parties shall review this MOU and may by agreement, extend the participation in the Purpose, and consequently the duration of the MOU.

AUDIT AND ADMINISTRATION OF THE PARTNERSHIP

- 8 Subject to the governance provisions set out at Schedule 5, the delivery and administration of the Partnership shall be led by Wellcome on behalf of the Parties. Subject to any other provisions of this MOU, Wellcome shall absorb the costs relating to the administration of Funded Grants with Wellcome’s existing grants

management infrastructure and resources, and consequently no deduction shall be made for this from the DHSC Contribution.

- 9 In administering the Partnership, Wellcome will exercise the same care in discharge of its functions under this MOU as it exercises with respect to the administration and management of its own resources and affairs.
- 10 Wellcome applies independent financial oversight of its Grant schemes through its annual external audit and through its internal audit function. These report directly to Wellcome's audit committee. If during the duration of the Partnership, these audit processes should bring to light anything adverse, which in Wellcome's reasonable opinion is likely to materially impact on DHSC's ability or willingness to continue with the Partnership, Wellcome shall promptly share such findings and any proposed management actions with DHSC.
- 11 Where there are concerns about a specific Funded Grant, the Parties shall agree how best to address those concerns. Wellcome shall, subject to any restrictions imposed by legislation governing the transfer of personal data and its information disclosure policies, provide copies of relevant documentation it has in relation to the Funded Grant(s) concerned. The Parties agree that for the purpose of any requests made under FOIA, any information so disclosed shall be treated as confidential information.
- 12 In the event that Wellcome is unable or unwilling to take all steps DHSC, acting reasonably, requires to resolve DHSC's concerns, DHSC shall have the option of engaging with or auditing the relevant Grantee directly, at its own cost.
- 13 For the avoidance of doubt, nothing in these provisions shall give DHSC or its agents the right to audit the cohort of Grants within the Partnership as a whole, nor interrogate Wellcome's wider Grant portfolio or internal accounts.

FRAUD, CORRUPTION AND ETHICAL PRACTICES

- 14 DHSC and Wellcome will immediately and without undue delay inform the other Party of any event which interferes or threatens to interfere with the successful implementation of the Partnership, including Financial Impropriety.
- 15 DHSC and Wellcome have a zero tolerance approach towards Financial Impropriety that may lead to the misuse of the DHSC Contribution and agree in principle to recover such DHSC Contribution. Wellcome will, at first, take timely and appropriate action to investigate credible allegations of Financial Impropriety; however both Parties will fully co-operate with investigations into such events, whether led by Wellcome or DHSC.
- 16 DHSC reserves the ability to take all such steps to directly recover the DHSC Contribution that has been subject to a proven fraud and will work with Wellcome to do so.
- 17 Subject to paragraph 18 below, where the Parties are successful in recovering any funds from the Grantee, they agree to share such funds in the ratio reflecting the Parties' respective financial contributions to the Partnership.
- 18 Wellcome will repay the relevant portion of the DHSC Contribution where the loss of such portion of the DHSC Contribution can be attributed to any fraud perpetrated by Wellcome (which shall include acts of its officers, employees and advisors).

19 Where Financial Impropriety is alleged, DHSC reserves the ability to suspend or terminate funding of the DHSC Contribution with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.

20 ~~17~~ Where reasonable and where DHSC has brought relevant recommendations of controls to Wellcome's attention, Wellcome shall endeavour to comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government.

21 ~~18~~ Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both DHSC and Wellcome are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DHSC to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, Wellcome will use reasonable efforts to ensure that none of the DHSC Contribution provided under this arrangement is used to provide support to individuals or entities associated with terrorism.

SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

22 ~~19~~ Wellcome in line with Wellcome's bullying and harassment policy 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 grant-holder.

23 ~~20~~ The Parties have a zero tolerance approach towards sexual exploitation, abuse and harassment. Wellcome will report any credible allegations of, or actual incidents of sexual exploitation, abuse or harassment related to this MOU to DHSC. Wellcome 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.

24 ~~21~~ Wellcome will fully co-operate with investigations into such events, whether led by DHSC or any of its duly authorised representatives or agents.

BRANDING AND PUBLICITY

25 ~~22~~ Each Party agrees not to use the name, trademark, or other identifier or brand collateral of the other Party unless it has obtained the prior written consent of the other Party. DHSC's contribution shall be acknowledged as NIHR funding and as such NIHR communications guidance, as updated from time to time, shall apply.

26 ~~23~~ The Partnership and any public announcement about the Partnership shall bear each of the Wellcome and NIHR's logos, but the Wellcome schemes will not be co-branded.

27 ~~24~~ Subject to Paragraph 41 of this MOU (Disclosure), the Parties agree to coordinate and release jointly any public announcement relating to this MOU or the Partnership. The Parties shall also jointly agree any text relating to this MOU or Partnership that is included on a Party's website and each Party's website should use consistent terminology and explanations about the Partnership.

28 ~~25~~-Award letters for Funded Grants shall bear Wellcome's logo and that of NIHR.

GRANT TERMS AND CONDITIONS

29 ~~26~~-Funded Grants will be made in accordance with Wellcome's standard grant conditions and any additional Wellcome policies and positions referred to in the grant conditions (attached at Schedule 3 but which may be amended from time to time at Wellcome's entire discretion) together with any supplementary conditions set out in this MOU (including those in Schedule 4) or otherwise agreed by the Parties in advance and in writing.

30 ~~27~~-From time to time Wellcome reviews its processes and procedures for its grant-giving generally and Wellcome reserves its right to make changes in the light of any such review. Wellcome will give prior notice to DHSC in the event that it makes any such changes which are material to the provision of information given under Paragraph 26, provided that in any case Wellcome shall use all reasonable endeavours to provide information to DHSC at the earliest stage practicable.

GRANT AWARDS

31 ~~28~~-Wellcome will be responsible for paying the total value of each Funded Grant to a Grantee in accordance with its usual processes and will make grant payments following receipt by Wellcome of quarterly Spend Reports and an End of Grant Report from the relevant Grantee or such payment terms as agreed by Wellcome from time to time.

PAYMENT OF DHSC CONTRIBUTION TO WELLCOME

32 ~~29~~-It is DHSCs intention that all monies paid to the Funded Grants will be properly categorised as ODA. The Parties shall jointly undertake reasonable endeavours to ensure that all monies paid to the Funded Grants can properly be categorised as ODA. Wellcome will notify DHSC of any concern it has that monies paid to the Funded Grants cannot or may not be properly categorised as ODA as soon as reasonably practicable.

33 ~~30~~-The Parties agree that, as a general rule, each of them shall fund a Funded Grant (whether directly or through Wellcome) in accordance with the proportion of their respective Contribution to the Partnership made available for Grant-funding.

34 ~~31~~-Wellcome allows Grantees discretion over the currency in which their Grants are awarded. Wellcome will invoice DHSC for its contribution to the Partnership in the currency that each individual Funded Grant has been made. Wellcome will notify DHSC before award if an Eligible Grant is to be paid in a less common foreign currency, to confirm that this is a currency that DHSC is permitted to use.

35 ~~32~~-Wellcome shall raise a Request for Payment to DHSC for the DHSC Contribution in October of each year. The DHSC Contribution will be based on actual payments made by Wellcome in the first six months of DHSC's financial year (i.e. between April and September) as well as a forecast of payments expected to be made by Wellcome over the remainder of the DHSC financial year (i.e up to the end of March). Wellcome will advise of actual expenditure at the end of each March financial year and an adjustment will be made to the DHSC Contribution in the subsequent October Request for Payment to reflect any overspend or underspend. Wellcome will carry out a full reconciliation at the end of the

Partnership and raise a final Request for Payment. DHSC agrees to pay Wellcome the payments requested in any agreed Request for Payment within 30 Working Days of receipt by DHSC. In the event of any dispute between the Parties in relation to a Request for Payment, the dispute resolution procedure set out in Schedule 1 shall apply.

36 ~~33~~–The Parties also agree to discuss in good faith the possibility of DHSC paying some of the DHSC Contribution on some Funded Grants before Wellcome pays the Wellcome Contribution, whilst preserving the DHSC Contribution of 50% to each of the Funded Grants over the life of the Partnership. The profile of DHSC Contributions will be agreed in writing by both Parties, and reviewed and updated as appropriate during the Annual Partnership Meeting.

37 ~~34~~–The timing and scheduling of Grant payments made by Wellcome will vary depending on a Grantee’s expenditure requirements and ability to meet funding milestones. Confirmation of the total amounts awarded will be provided by Wellcome to DHSC as soon as reasonably practicable after each award decision round. The payment phasing profile will vary depending on the duration of each award and whether Wellcome is paying the Grantee in arrears or in advance of their expenditure. Wellcome will make reasonable efforts to update DHSC of any changes to the payment profile of awards as this becomes known.

38 ~~35~~–Where Wellcome receives the DHSC Contribution in advance of such sums being requested by a Grantee, DHSC waives the right to request the return of any interest earned on the DHSC Contribution, recognising that Wellcome is meeting the full cost of Funded Grants in the first six months of each Financial Year prior to being reimbursed by DHSC.

FAILURE BY DHSC TO MAKE DUE PAYMENTS TO WELLCOME

39 ~~36~~–If DHSC fails to make any payment or payments properly due to Wellcome under a valid Request for Payment in accordance with Paragraph 32 and if after Wellcome gives DHSC 40 Business Days’ notice to remedy such failure DHSC has still not remedied such failure, Wellcome shall have the right to terminate the relevant Funded Grant or Funded Grants, the Partnership and this MOU forthwith.

IF DHSC IS NOT ABLE TO MEET FUTURE COMMITMENTS

40 ~~37~~–In the event that DHSC notifies Wellcome that it is unable to meet its commitments under this MOU, Wellcome reserves the right to terminate the Partnership, in which case this MOU would only continue until all Funded Grants at that time being currently active and being honoured by the Parties have been discharged. Provided, however, that Wellcome will not exercise any right to terminate this MOU due to such a notification before the dispute resolution procedure in Schedule 1 has been exhausted and a period of not less than 60 Business Days has expired from the date of that notification.

REPORTING REQUIREMENTS

41 ~~38~~–Wellcome shall provide DHSC with an annual Partnership Report with the first Partnership Report being made in advance of the first Annual Partnership Meeting.

42 ~~39~~–Whether the contents of any Partnership Reports, Spend Reports or End of Grant Reports prepared in connection with this MoU and any and all of their

contents shall be treated as Confidential Information shall be agreed between the Parties.

43 ~~40~~ Where any End of Grant Report forms or equivalent (e.g. Researchfish report) are received by Wellcome, Wellcome shall provide such reports to DHSC by the end of the Wellcome financial year in which Wellcome receives them or by an earlier date agreed between the Parties.

ANNUAL MEETING TO REVIEW THE PARTNERSHIP

44 ~~41~~ The Parties shall hold an annual review meeting at a time and venue to be mutually agreed to discuss the Partnership Report, any updates to relevant Wellcome schemes, potential changes to the Partnership or the terms of this MOU, and further strategic direction of shared areas of common interest.

APPLICANTS' DATA

45 ~~42~~ Any Shared Data shall be handled by the Parties in accordance with Paragraph 3 of Schedule 1.

46 ~~43~~ The Parties' webpages and any other appropriate publicity of the Parties describing the Partnership shall make it clear that a Party may share some or all of the information within such Eligible Grants, on a confidential basis, with the other Party (to the extent that it is relevant to the consideration of an Eligible Grant under this Partnership).

DISCLOSURE

47 ~~44~~ The Parties acknowledge that Wellcome and DHSC may publish or disclose into the public domain details of Funded Grants. Disclosable information may include:

47.1 ~~44.1~~ the Grantee and applicant's name;

47.2 ~~44.2~~ the title, location and amount of Grant;

47.3 ~~44.3~~ the dates associated with the Grant; and

47.4 ~~44.4~~ a description of the subject of the Grant and associated objectives.

CO-OPERATION BETWEEN PARTIES

48 ~~45~~ The Parties agree that they will regularly communicate with each other over all substantive issues relating to the Partnership and in a timely fashion.

49 ~~46~~ Each Party shall, at the request of, and at no cost to the other Party, execute or procure the execution of such documents, or do or procure the doing of such acts and things, as the other Party may reasonably require for the purpose of ensuring that each Party enjoys the intended benefit of this MOU.

50 ~~47~~ If a Party has any grounds for suspecting Financial Impropriety in the use of any Funded Grant or Partnership monies, it must notify the other Party immediately, explain what steps are being taken to investigate the suspicion, and keep the other Party informed about the progress of the investigation.

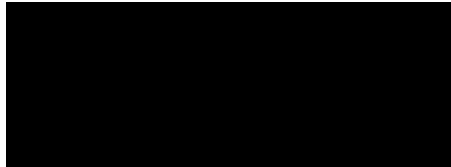
POINTS OF CONTACT

51 ~~48~~ For all matters requiring the approval or consent of the Parties, such approval or consent shall be requested in writing and is not effective until given in writing. Notices and other communications shall be given in writing to the respective Parties as follows:

Wellcome:

Gibbs Building
215 Euston Road
London NW1 2BE
United Kingdom

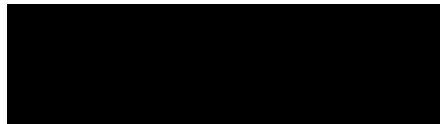
Attention
Telephone
Email



DHSC:

Department of Health and Social Care
39 Victoria St, Westminster
London SW1H 0EU, UK

Attention:
Telephone:
Email:



AGREED TO BY THE WELLCOME TRUST LIMITED (AS TRUSTEE OF THE WELLCOME TRUST)

Signed for and on behalf of The Wellcome Trust Limited (As Trustee of the Wellcome Trust) by:

Signature

Name

Title

Date

AGREED TO BY DEPARTMENT FOR HEALTH AND SOCIAL CARE

Signed for and on behalf of Secretary of State for Health and Social Care by:

Signature

Name Louise Wood

Title Director of Science, Research and Evidence

Date