



Public Health
England



MEMORANDUM OF UNDERSTANDING BETWEEN

PUBLIC HEALTH ENGLAND

AND

**THE NIGERIA CENTRE FOR DISEASE
CONTROL**

Drafting Version Control:

Version Number	Date	Author	Details
0.1	31/10/2017	Ebere Okereke	Initial Draft for internal circulation in PHE GPH team
0.2	05/11/2017	Ebere Okereke	Addition of paragraphs on intellectual property rights and publication
0.3	06/11/2017	Julie van der Woude	Formatting and PHE signatory changed. Version control box added. VERSION 0.3 SHARED WITH NCDC FOR COMMENT
0.4	14/11/17	Chikwe Ihekweazu Ebere Okereke	Modifications made to 5.1 to reflect comments from NCDC
Final	17/11/17	Julie van der Woude	Signed by all parties

1. The Participants

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

- a) Public Health England, located at Wellington House, 133-135 Waterloo Road, London, SE1 8UG, United Kingdom (PHE);

AND

- b) Nigeria Centre for Disease Control Plot 801 Ebitu Ukiwe Street Jabi Abuja Nigeria (NCDC)

2. Background

2.1 The Participants recognise that there is great joint benefit in co-operating with each other.

2.2 PHE is an executive agency of the UK Department of Health, with scientific and technical expertise in different disciplines of public health including communicable and noncommunicable disease control, epidemiology, health improvement, disease surveillance, environmental public health and emergency response and management. Its mission is to protect and improve the nation's health and to address inequalities.

2.3 The Nigeria Centre for Disease Control (NCDC) was established in the year 2011 in response to the challenges of public health emergencies and to enhance Nigeria's preparedness and response to epidemics through prevention, detection, and control of communicable and non-communicable diseases. Its core mandate is to detect, investigate, prevent and control diseases of national and international public health importance.

2.4 The mission for the NCDC next five years (2017-2021) is 'To protect the health of Nigerians through evidence-based prevention, integrated disease surveillance and response activities, using a one health approach, guided by research and led by a skilled workforce'

3. Purpose of the MOU

3.1 The UK Department of Health has funded a £16 million project for PHE to work with five countries and the WHO to improve capabilities for IHR compliance and support the strengthening of national public health institutions. Nigeria is one of the selected countries. This MOU covers work PHE will undertake with NCDC in Nigeria.

3.2 PHE will provide technical assistance to the NCDC, in response to identified need, as outlined in the June 2017 JEE and as agreed in partnership with NCDC through PHE scoping and planning missions in 2017, as well as subsequent joint discussions. PHE will provide technical expertise and relevant capacity development, and work in partnership with NCDC to develop their own technical expertise to improve compliance with IHR.

3.3 The NCDC will work in partnership with PHE to undertake this work, facilitating access to information, providing dedicated staff time, providing support from key federal ministries (Federal Ministries of Health and Agriculture, for example), and other key government structures and partner agencies, providing practical resources to ensure consolidation of technical assistance products.

3.4. The purpose of this MOU is to form the basis of collaboration between the

Participants and enable them to work together on the exchange of information, expertise and resources.

4. Areas to which the MOU applies

- 4.1 The Participants will work together in good faith to achieve enhanced capabilities to achieve improved compliance with IHR requirements.
- 4.2 This MOU is not intended to be legally binding nor confer legal rights or commitments or to impose financial or commercial responsibilities on the Participants. Should a Participant wish to create financial commitments, then it may request the execution of a separate legally binding contract.
- 4.3 Nothing in this MOU is intended to or will be deemed to establish an exclusive relationship or legal partnership between the Participants, to restrict any activities that either Participant would otherwise be able to undertake, to authorise either Participant to make or enter into any commitments for on behalf of the other Participant, nor constitute a Participant as an agent of the other Participant.

5 Intellectual Property Rights

- 5.1 All intellectual property rights in any materials including but not limited to techniques, information, know-how, and software used or supplied under this MoU shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).
- 5.2 Ownership of any intellectual property created in the course of the Project shall be jointly vested in both parties to exploit in furtherance of the partnership principles and objectives.

6 Publications, Communications and Branding

- 6.1 Both parties may, subject to paragraphs on confidentiality in section 7 below, discuss the work undertaken as part of the Project in external seminars, tutorials and lectures.
- 6.2 Either party will promptly notify and secure agreement from the other in relation to any plans to publish material relating to the Project, including project data, results or matters arising from such data or results.

7 Joint Consultation

- 7.1 Where possible and appropriate, the Participants will consult each other regularly and endeavour to keep each other informed on strategic matters of common interest to ensure a degree of co-operation and for the purpose of achieving their respective objectives.

8. Modes of Co-operation

- 8.1 Modes of co-operation will be jointly determined by the Participants with respect to the interests and resources of both Participants.
- 8.2 The Participants will each nominate senior individuals to act as focal points, responsible for ensuring effective liaison between them and for maintaining an overall perspective on developments initiated.
- 8.3 An interim evaluation of joint activities will be conducted on an annual basis to monitor their success and make any necessary recommendations to broaden or limit their scope and to improve processes.

- 8.4 The Participants will use each other's names and logos only as specifically decided in advance in writing between them.

9. Confidentiality of Information

- 9.1 The Participants will ensure that information communicated under this MOU is treated in accordance with due confidentiality, security standards, and the relevant laws and regulations including those related to the processing and distribution of such information.
- 9.2 Where information contains intellectual property, personal data, or any other form of knowledge or data which may be regarded as confidential by the Participant providing the information, the other Participant will treat all such information as strictly confidential and not divulge the same to any third party nor make use of any such confidential information, other than for the purpose decided in writing between the Participants.
- 9.3 The execution of this MOU will not affect the validity of any confidential disclosure arrangements signed by the Participants which will continue to have effect.

10. Differences of Interpretation or Application

- 10.1 The Participants will seek to resolve any differences in the interpretation or application of the MOU through joint consultation.

11. Amendments

- 11.1 This MOU may be amended by the joint written consent of both Participants, at any time in accordance with their respective requirements.

12. Duration

- 12.1 This MOU will remain in effect unless terminated and will be reviewed by the Participants every two years.

13. Termination of the MOU

- 13.1 This MOU may be terminated by either Participant upon three months' written notice or immediately by joint consent. This will not affect current work programmes, until the completion of the said programmes, unless decided otherwise in writing between the Participants.
- 13.2 In the event of termination, the commitments regarding the use of confidential information generated under this MOU will continue to apply

14. Coming into Effect

- 14.1 This MOU will come into effect upon signature by both Participants.

**Signed for and on behalf of
PUBLIC HEALTH ENGLAND**

(REDACTED)

Duncan Selbie
Chief Executive
Public Health England

Date: 17th November 2017

**Signed for and on behalf of
NIGERIA CENTRE FOR DISEASE CONTROL**

(REDACTED)

Chikwe Ihekweazu
Chief Executive Officer
NCDC

Date: 14th November 2017

SCHEDULE 1: RESPONSIBLE FOCAL POINTS

PHE	<p>Dr Ebere Okereke PHE IHR Programme Lead Email: (REDACTED) Tel: (REDACTED)</p> <p>Emmeline Buckley, Project manager PHE IHR Programme Email: (REDACTED) Tel: (REDACTED)</p>
NCDC	<p>Mrs Olubunmi, Director Disease Surveillance/IHR Focal Point Email: (REDACTED) Tel: (REDACTED)</p>