



Public Health
England

OFFICIAL SENSITIVE



MEMORANDUM OF UNDERSTANDING BETWEEN

PUBLIC HEALTH ENGLAND

AND

THE ETHIOPIA PUBLIC HEALTH INSTITUTE

Drafting Version Control:

Version Number	Date	Author	Details
0.1	21-02-2018	Ebere Okereke	Initial Draft for internal circulation in PHE GPH team
Final	07-05-2019	Ebere Okereke	Final version

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) Ethiopia Public Health Institute located at Patriot Street P.O. Box 1242 Addis Ababa Ethiopia (EPHI)

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 EPHI was established in 2013 as an autonomous federal government institute with its own legal mandate. This institute is accountable to the federal minister for health

2.4 The EPHI mission is to improve the health of the general public of Ethiopia through undertaking research on priority health and nutrition issues for evidence based utilisation and technology transfer; effective public health emergency management; establishing a quality laboratory system; and training public health researchers and practitioners.

3. Purpose of the MOU

3.1 The UK Department of Health has funded a 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. Ethiopia is one of the selected countries. This MOU covers work PHE will undertake with EPHI in Ethiopia.

3.2 PHE will provide technical assistance to the EPHI, in response to identified need, as outlined in the Joint External Evaluation (JEE) and as agreed with EPHI through PHE scoping and planning missions in 2017 and 2018, as well as during subsequent joint discussions. PHE will provide technical expertise and advice, and work with EPHI to develop their own technical expertise to improve compliance with IHR.

3.3 The EPHI and PHE will cooperate to undertake this work, facilitating access to information, providing dedicated staff time, providing support from key federal ministries (Federal Ministries of Health, Livestock & Fisheries, Environment, 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 for 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 to 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 owned by the party creating it but may be shared by way of licensing on a case by case basis to the extent required for the furtherance of the principles and objectives of the project.

6. Publications, Communications and Branding

6.1 Both parties may, subject to paragraphs on confidentiality in section 9 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: 07/05/2019

**Signed for and on behalf of the
ETHIOPIA PUBLIC HEALTH INSITUTE**

(REDACTED)

Ebba Abate
Director
Ethiopia Public Health Institute

Date: 28/03/2019

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> <p>John Forde, Senior Public Health Adviser, Ethiopia, IHR Programme Email: (REDACTED) Tel: (REDACTED)</p>
EPHI	<p>Dr Ebba Abate, Director, EPHI Email: (REDACTED) Tel: (REDACTED)</p> <p>Zewdu Assefa, Lead, Early Warning and Response Team Email: (REDACTED) Tel: (REDACTED)</p>