

Memorandum of Understanding (MoU)

For support from UK's FAO Reference Centre for Antimicrobial Resistance, a collaboration between the Veterinary Medicines Directorate, the Animal and Plant Health Agency, and the Centre for Environment Fisheries and Aquaculture Science

Version Number: V1 Date: September 2022

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- This Memorandum of Understanding template is for use with other Crown Bodies
- If you require a Memorandum of Understanding to be used for a non-Crown body, you will need a different template, as some of the clauses might not be suitable
- This template will need to be tailored and amended to suit each individual scenario. Please note that more complex clauses might be needed depending on the specific circumstances.
- If the MoU to be drafted is for the purpose of data processing as the Activity, the clauses will need to be amended accordingly

SECTION 1. PARTIES

- 1.1 THIS MEMORANDUM OF UNDERSTANDING ("**MoU**") is between the following parties ("**Parties**"):
 - (1) The Secretary of State for Health and Social Care of 39 Victoria Street, London SW1H 0EU ("**DHSC**"), and
 - (2) Veterinary Medicines Directorate of Woodham Lane, New Haw, Addlestone KT15 3LS ("Partner").

SECTION 2. BACKGROUND AND PURPOSE OF THIS MOU

- 2.1 The World Health Organisation has stated that antimicrobial resistance (AMR) is 'threatening our ability to treat common infectious diseases, resulting in prolonged illness, disability and death.' AMR means that microorganisms become resistant and can survive exposure to a medicine used for treatment of infection, such as antibiotics, antifungals, antimalarials and antivirals.
- 2.2 The Fleming Fund is a £265 million Official Development Assistance (ODA) commitment to support Low and Middle-Income Countries (LMICs) improve surveillance capacity in order to monitor AMR. This fund is managed by the DHSC and sits within the Department's Global Health Security Programme.
- 2.3 The agencies of the UK Food and Agriculture Organisation of the United Nations (FAO) Reference Centre for AMR provide field and technical support to member countries to tackle AMR, by using a One Health approach which targets agriculture, livestock and human health. The agencies provide scientific and technical expertise, diagnostic services, and laboratory and field training to countries upon request.
- 2.4 This MoU will allow the Fleming Fund to provide grant funding to the Veterinary Medicines Directorate (VMD), as the lead grantee on behalf of itself, the Animal and Plant Health Agency (APHA) and the Centre for Environment, Fisheries and Aquaculture Science (Cefas) (as Downstream Partners), to continue supporting the delivery of UK FAO Reference Centre's activities for the period of the 2022 to 2025 Spending Review. Activities that are included within the scope of this MoU will be delivered by the VMD, APHA, and Cefas, as executive agencies of the UK Government's Department for Environment, Food and Rural Affairs (Defra).
- 2.5 The Partner should note that the Secretary of State for Health and Social Care proposes to pay the Contribution pursuant to his discretion under Section 1(1) of the International Development Act 2002.
- 2.6 The Partner will undertake the Activities in accordance with the provisions of this MoU.
- 2.7 This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.

- 2.8 The Partner will not use any element of the Contribution for paid for lobbying, which means using the Contribution to fund lobbying (via an external firm, consultancy or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, Government or political activity or attempting to influence legislative or regulatory action.
- 2.9 This MoU is not intended to be legally binding and no legal obligations or legal rights will arise between the Parties from the provisions of the MoU. The Parties enter into the MoU intending to honour their commitments.
 - NOW THEREFORE the Parties have agreed to cooperate under the MoU as follows:
- 3.1 Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU as varied or amended in accordance with its provisions. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.
- 3.2 In this MoU the words and phrases set out below will have the following meanings:
 - "Activities" means the list of activities set out in Annex A (Activities).
 - "Annex/es" means the annexes attached to this MoU including those subsequently agreed between the Parties.
 - "Crown" means 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. A comprehensive list of Crown bodies can be found in the National Archives, which is updated from time to time.

"Commencement Date" means 01 April 2022.

- "Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade and all secrets, personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information will not include information which:
- a) was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

d) is independently developed without access to the Confidential Information.

"Contribution" means the sum or sums of money in GBP to be provided to the Partner in accordance with this MoU as set out in Annex C (Pricing).

"**Downstream Partners**" means the Partner's partners, consultants and sub-contractors involved in the delivery of the Funded Activities.

"Financial Impropriety" means any credible suspicion of or actual fraud, corruption, money-laundering or any other financial irregularity or impropriety.

"FCDO" means the Foreign, Commonwealth & Development Office.

"Funding Period" means the period for which the Contribution is awarded starting on the Commencement Date and ending on 31 Mar 2025.

"Intellectual Property Rights" means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, rights in confidence, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and including, the right to sue for passing off.

"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.

"**Programme**" means the description of the programme carried out by the Partner as more particularly described in Annex A (activities).

"Representatives" means the lead representatives of each Party, as described in paragraph 20 (Liaison between the Parties). The authorised representatives and addresses for service of notices are listed in Annex D (authorised representatives and address for service of notices).

- 4.1 The Partner and downstream partners will perform the Activities described in Annex A (Activities). DHSC will perform those activities identified in Annex B (Activities) and will make payments to the Partner for satisfactory completion of Activities in accordance with the provisions of Annex C (Pricing).
- 4.2 The Partner will comply with all applicable laws in carrying out the Activities.

SECTION 5. PRINCIPLES OF COLLABORATION AND THE PARTIES' RESPONSIBILITIES

- 5.1 The Parties agree to follow the principles set out at paragraph 5.1.1 below ("Principles") at all times during the term of this MoU: the Parties shall:
 - 5.1.1.1 be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - 5.1.1.2 share appropriate information, experience, materials and skills to learn from each other and develop effective working practices;
 - 5.1.1.3 work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 5.1.1.4 adhere to statutory requirements and best practice (including any relevant Governmental protocols such as the Regulators Code, Ministerial and Civil Service Codes) as well as all applicable laws and standards including the Public Contract Regulations 2015, data protection and freedom of information legislation;
 - 5.1.1.5 act in a timely manner;
 - 5.1.1.6 ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities set out in this MoU.

SECTION 6. CONTRIBUTION

- 6.1 The maximum amount that DHSC will pay under this MoU to the Partner is the Contribution.
- 6.2 It is DHSC's intention that the Contribution will be categorised as ODA as defined by the OECD from time to time.
- 6.3 The Contribution is subject to revision and will depend on the fulfilment of the provisions of this MoU, any revisions to budgets, actual expenditure and need, the priorities of DHSC and the continuing availability of its resources.
- 6.4 Prior to effecting major changes between categories of expenditure as detailed in Annex C (Pricing) that may be found necessary in the course of implementing the activities, the Partner will obtain DHSC's prior written approval. Major changes include pricing and funding changes due to circumstances beyond the control of the Reference Centre, for example, inflation.
- 7.1 The indicative DHSC spend profile to support the delivery of the Activities (the "Spend Profile") is as follows:

Period	Spend Profile
Year 1 of Programme	£784000
Year 2 of Programme	£757000
Year 3 of Programme	£755000

TOTAL	£2300000

- 7.2 The Spend Profile reflects the schedule of work as presented in the Gantt chart in Annex F. It is indicative only and may be amended, dependent on actual expenditure and need.
- 7.3 DHSC will make payments in advance of need, payments will be made directly to the Partner, on a yearly basis, in advance. No interest will be earned on the DHSC contribution.
- 7.4 The Partner will notify DHSC of variations to the Spend Profile as soon as possible as and when this occurs.
- 7.5 DHSC makes no commitment to renewing or continuing funding after the term of this MoU and will not be liable for any additional cost incurred by the Partner either during or after the Funding Period.
- 7.6 The Partner will provide evidence to the reasonable satisfaction of DHSC that the above provisions have been met in accordance with the requirements in Annex G (Spend Profile, payment profile and reporting).
- 7.7 The Partner agrees and accepts that it will not apply for duplicate funding in respect of any part of the Activities or any related administration costs that DHSC is funding in full under this MoU.
- 7.8 The Contribution will be deposited according to the payment schedule in paragraph 7.3 in the Partner's bank account:

Bank account:

Bank country and city:

Bank Branch address:

SWIFT Code:

Account number:

Bank Account Holder Name:

Account Currency:

Account Sort Code:

and the details of the contribution clearly identified using Fleming Fund – UK FAO Reference Centre for AMR

- 8.1 The Contribution will not, unless approved by DHSC in writing, be used to meet the cost of any import, customs duties or any other taxes or similar charges, applied directly or indirectly, by national governments or by any local public authority and payable by the Partner.
- 8.2 The Partner will administer and account for DHSC's Contribution in accordance with the Partner's financial regulations and other applicable rules, procedures and practices, and will keep separate records and accounts for the arrangement. The Partner will ensure that, to the best of its ability, all goods and services financed under this arrangement will be solely used

- for the purposes of the Funded Activities and any future arrangements made under this initiative.
- 8.3 DHSC is providing the Contribution without expectation of services to be supplied to DHSC and therefore considers payments made to the Partner to implement the Activities to be outside the scope of VAT.
- 8.4 Any unspent funds remaining at the scheduled end of the Funding Period, must be returned to DHSC within 90 days of the end of the Funding Period, unless specifically decided between the Parties, in advance and in writing.

SECTION 9. REPORTING REQUIREMENTS

9.1 The Partner will provide financial reports and technical reports to DHSC in accordance with the reporting schedule at Annex G (Spend Profile, payment profile and reporting which needs to feed into Fleming Fund's results framework).

SECTION 10. DUE DILIGENCE

- 10.1 DHSC has drawn on its own due diligence assessment of the Partner for assurance on the Partner's capacity to effectively manage this funding. Where additional due diligence questions arise that are not covered in currently documented due diligence by the UK Government or partners, the Partner will co-operate fully with any additional due diligence assessments of its own internal controls and systems.
- 10.2 In utilising the Contribution, the Partner will exercise the same care in the discharge of its functions under this MoU as it exercises with respect to the administration and management of its own resources and affairs.
- 10.3 Additionally, the Partner will take the necessary steps at the commencement of the Funded Activities and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with DHSC, upon request and should determine, relative to programme risk:
 - 10.3.1 Reliability and integrity of the Downstream Partner's financial controls, systems and processes;
 - 10.3.2 Effectiveness and efficiency of their project operations;
 - 10.3.3 Procedures for safeguarding project assets, and;
 - 10.3.4 Compliance with national legislation, regulation, rules, policies and procedures.

SECTION 11. DELIVERY CHAIN MAPPING

11.1 The Partner will maintain an up to date and accurate record of Downstream Partners in receipt of DHSC funds and/or DHSC funded inventory or assets. This delivery chain risk map should

- identify the Downstream Partners, demonstrate how funds flow from the initial source to end beneficiaries, and where relevant, the risks and potential risks along the chain.
- 11.2 The delivery chain risk map should be updated regularly by the Partner and when there are material changes to the project risk assessment and/or to Downstream Partners in the chain. As a minimum the Partner will provide DHSC with an updated delivery chain map at the following intervals: within 6 months of the commencement of this MoU; annually, as part of the annual review Process; and at the end of the project, as part of the project completion review process.

SECTION 12. ODA TRANSPARENCY AND EVALUATION

- 12.1 The Partner and DHSC acknowledge and support the requirements of the International Aid Transparency Initiative (IATI) Standard. The Partner will work towards applying transparency standards in line with the UK aid Transparency Guarantee and the IATI, to the funds received from DHSC. The Partner will make substantive efforts to publish information about DHSC funding in line with relevant categories of the IATI Standard, on their own website. The Partner gives consent for this arrangement (and any subsequent amendments) and associated funding to be published on DHSC's website.
- 12.2 The Partner will 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 will 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 Funded Activities.
- 12.3 The Partner publishes information on the Partner's Web Portal (https://www.gov.uk/government/organisations/veterinary-medicines-directorate, https://www.gov.uk/government/organisations/animal-and-plant-health-agency, https://www.cefas.co.uk/) which facilitates the traceability of contributions from the UK Government to the Partner and down to the Partner's major offices.
- 12.4 DHSC may decide to commission an independent evaluation of this programme, and the Partner will provide all reasonable co-operation and assistance necessary to allow the DHSC to do so.

SECTION 13. FRAUD, CORRUPTION AND ETHICAL PRACTICES

- 13.1 DHSC and the Partner 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 Activities, including Financial Impropriety. Any allegations of Financial Irregularity should be reported in the first instance to the Authority's Anti-Fraud Unit at fraudenquiries@dhsc.gov.uk.
- 13.2 DHSC and the Partner have a zero tolerance approach towards Financial Impropriety that may lead to the misuse of the Contribution and agree in principle to recover such funds. The Partner 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 the Partner or DHSC.
- 13.3 In the event of any credible indications that the Contribution may have been subject to Financial Impropriety, DHSC, may, at any time during the period of this arrangement and up to five years after the end of the programme, arrange for additional investigations, on-the spot checks and / or inspections to be carried out. These may be carried out by DHSC, or any of its duly authorised representatives.
- 13.4 DHSC reserves the ability to recover the Contribution that has been subject to a proven fraud and will work with the Partner to do so. Where Financial Impropriety is alleged, DHSC reserves 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 The Partner must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government
- 13.6 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 the Partner 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, the Partner undertakes to use reasonable efforts to ensure that none of the DHSC Contribution provided under this MoU is used to provide support to individuals or entities associated with terrorism.

SECTION 14. SAFEGUARDING

- 14.1 The Partner 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 Downstream Partner.
- 14.2 The Parties have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Partner will report concerns of any credible suspicions, or actual incidents of sexual exploitation, abuse or harassment related to this MoU to the FCDO's dedicated Safeguarding Investigations Team at reportingconcerns@fcdo.gov.uk or call +44 1355 843747 The Partner 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 Partner 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 their partnership with DHSC or the reputation of DHSC or UK aid. For example, events that affect the governance or culture of the Partner, 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 FCDO or any of its duly authorised representatives or agents, or the Partner.

SECTION 15. PROCUREMENT BY THE PARTNER

- 15.1 The Contribution may be used to purchase goods and services required for the Activities, in accordance with the Partner's regulations, rules, policies, procedures and directives.
- 15.2 Any Programme assets, specifically identified to be procured for the delivery of the Activities, will be operated and controlled by the Partner for the duration of the Funding Period. The Partner will be accountable to DHSC for the appropriate use and control of these assets, in line with the Programme's objectives. Ultimate ownership of project assets, after Programme completion, will be decided in writing by all Parties.

SECTION 16. HEALTH, SAFETY AND SECURITY

- 16.1 The Partner is responsible for all security arrangements in relation to the Programme including the health, safety and security of any person employed as part of the Programme, including those employed or engaged by any Downstream Partners.
- 16.2 The Contribution cannot be used to fund any insurance premiums intended to cover medical expenses, injury or disablement, and death unless, by exception, explicitly agreed in writing in advance.

SECTION 17. VARIATION

- 17.1 This MoU, including the Annexes, may only be varied by written agreement between the Parties and approved by the authorised Representatives as given in Annex D (authorised representatives and address for service of notices).
- 17.2 Should DHSC request work to be completed over and above the services described in Annex A (activities) then both Parties will negotiate in good faith to ensure the Partner is fairly compensated for any agreed additional work undertaken.

SECTION 18. DISSEMINATION OF WORK

18.1 The Partner will disseminate the results of the work funded by DHSC. Any manuscripts published in non-Partner publications e.g. scientific journals, will be published in accordance with the Partner's policy on open-access (Defra Publication policy). Under this policy, manuscripts must be made publicly accessible within 12 months of the date of publication.

SECTION 19. RESEARCH SURVEYS, QUESTIONNAIRES

- 19.1 DHSC may occasionally conduct research exercises, including by way of surveys, or questionnaires, or requests for feedback, into the Partner's experience of the Contribution, and on Partner's business needs, and other related matters. Participation in any such exercise would be confidential and voluntary, and the results will be handled in such a way that they do not identify individual respondents, unless consent is obtained or, for instance, the Partner agrees to be contacted as a case study.
- 19.2 For the purposes of analysing the outcome of any research, the Partner's input may be combined with other information which DHSC has, but it will do so in a way that does not affect

- the anonymity of the individual participants. DHSC will share any reports and findings of any such exercise on an anonymised basis with any or all of the UK Government from time to time.
- 19.3 Any information about the Partner and/or its business which is disclosed to DHSC in the course of any such exercise will be added to, and become part of, the Data, and the provisions of this MoU will apply to it.

SECTION 20. LIAISON BETWEEN THE PARTIES

- 20.1 Formal contact between DHSC and the Partner as Parties to this MoU will be through the Representatives.
- 20.2 The Representatives are duly authorised to send and receive notices under this MoU at the addresses specified in Annex D (Authorised Representatives and addresses for service of notices).
- 20.3 Either Party may change the Representative any time by notifying the other Party in writing.
- 20.4 The Representatives will:
 - 20.4.1 meet at least six times a year at a time and place to be mutually agreed to review the Activities carried out under, and the operation of, this MoU and to address any issues arising from this MoU;
 - 20.4.2 provide assurance to the Parties that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and
 - 20.4.3 document key decisions in writing.
- 21.1 Except as otherwise provided in this MoU, each Party will bear its own costs and expenses incurred in complying with its commitments under this MoU.
- 22.1 The Partner will seek written consent from DHSC before using any third party to perform any of the Activities, which DHSC will have the right to grant or deny.
- 23.1 Any Intellectual Property Rights that arise from or are developed by either Party in performing this MoU ("Foreground IPR") will be vested in and owned by the Crown.
- 23.2 Both Parties will work together to ensure that in the performance of the Activities and use of any Foreground IPR does not infringe any Intellectual Property Rights belonging to a third party. Where use of Intellectual Property Rights belonging to a third party is required to perform the Activities or to use any Foreground IPR, the Partner will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on a royalty-free, non-exclusive basis. Where this is not possible, the Partner will agree with DHSC other means to enable the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement of any such third party rights.

23.3 The Parties hereby provide each other with consent to use each other's departmental or public sector organisation logos for the exclusive purpose of performing the Activities.

SECTION 24. FREEDOM OF INFORMATION AND COMMUNICATIONS TO THE PUBLIC

- 24.1 Each Party will provide to the other Party any information relevant to the Activities that may be reasonably requested by the other, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will consult the other Party before making to any third party any disclosures of information under the Freedom of Information Act 2000.
- 24.2 The requirements below are subject to any government requirements as to transparency which may apply to either Party from time to time.
- 24.3 The Parties will not make any announcement or other disclosure concerning the contents of this MoU or the Activities 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.
- 24.4 Where a formal public statement, press release or other publicity in relation to the initiative is required, the Parties will work together to ensure that the publicity statements are coordinated. DHSC will however be responsible for handling media inquiries relating to the Activities.

SECTION 25. CONFIDENTIAL INFORMATION

- 25.1 Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information of the other Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of the performance of the Activities or otherwise.
- 25.2 Except to the extent set out in this paragraph 25 or where disclosure is expressly permitted elsewhere in this MoU, each Party will treat the other Party's Confidential Information as confidential and safeguard it accordingly (which will include complying with any protective markings on documents and instructions supplied by the other Party). In particular, neither Party will do anything that may place the other in breach of a duty of confidence owed to a third party. A Party in receipt of Confidential Information from the other Party will not disclose such Confidential Information to any non-Crown Body without the consent of the other Party.
- 25.3 The obligations of confidentiality in this paragraph 25 (Confidential Information) will continue in force until the information ceases to be confidential in nature.

SECTION 26. PROTECTION OF PERSONAL DATA

- 26.1 The Parties will comply with their responsibilities under the General Data Protection Regulations (Regulation (EU) 2016/679) and will not use any personal data exchanged under this MoU for any purposes which are incompatible with applicable data protection laws and regulations. No personal data collated and/or exchanged under this MoU should be used for commercial purposes without the prior written agreement of the supplying Party (which use may be conditioned as the supplying Party sees fit).
- 26.2 Each Party must ensure that personal data under this MoU is not transferred outside the EEA without the prior agreement of the other.

SECTION 27. RESOLUTION OF DISPUTES

- 27.1 Any dispute between the Parties arising out of or in connection with this MoU will in the first instance be resolved amicably between the Parties through the Representatives and, if no resolution is reached, escalated to the following senior personnel (at Director level):
 - 27.1.1 For DHSC: Anna Wechsberg, International Director, Department of Health and Social Care.
 - 27.1.2 For the Partner: Abigail Seager, Director and Chief Executive of the Veterinary Medicines Directorate
- 27.2 If the matter cannot be resolved by the senior personnel specified in paragraph 27.1 within 30 days, the matter may be escalated to the Secretary of State for Health and Social Care for resolution.

SECTION 28. TERM AND TERMINATION

- 28.1 This MoU will commence on the first of April two thousand and twenty two and (subject to earlier termination on the provisions of this MoU) will continue for a period of up to three years which period may be extended by the mutual written agreement of the Parties.
- 28.2 This MoU may be terminated by either Party at any time by giving written notice to the other Party's Representatives as set out in Annex D (authorised Representatives and addresses for service of notices).
- 28.3 A Party terminating this MoU will give as much notice as reasonably possible and will offer all reasonable assistance to ensure:
 - 28.3.1 an effective handover of Activities, if the Activities are not concluded at the time of termination, and
 - 28.3.2 to mitigate the effect of termination on the other Party by fully co-operating with the other Party in order to achieve an effective transition without disruption to operational requirements.

SECTION 29. FINANCIAL CONSEQUENCES OF EXIT FROM THE MOU BY AN INDIVIDUAL PARTY

- 29.1 On termination of this MoU, a financial adjustment will be agreed according to the principle that DHSC will only be obliged to pay for Activities performed in accordance with the provisions of this MoU up to the date of termination (and upon request at any time, the Partner will provide a final report detailing the Activities it has performed).
- 29.2 Where DHSC has paid any Contribution in advance, the Partner will promptly repay amounts it has received which for Activities it has not performed (such amounts to be agreed with DHSC based on the final report provided further to the above paragraph 29.1).

SECTION 30. REVIEW AND AUDIT OF THE MOU

30.1 In addition to the regular review meetings to discuss performance in accordance with paragraph 20.4, whenever substantial changes occur to the policies, external relationships

- and structures of the Parties concerned. Any changes to this MoU will only be effective if set out in writing and signed by both Parties.
- 30.2 Each Party will keep and maintain until six (6) years after termination of this MoU full and accurate records of the Activities and all sums received in respect thereof. Each Party will on request afford the requesting Party or their Representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).
- **SECTION 31. MISCELLANEOUS**This MoU does not confer any rights on any third party. Nothing in this MoU will be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict any Party from participating in similar activities or arrangements with other entities.
- 31.2 DHSC will have no obligation to incur any further fees under this MoU, nor will the Partner be required to perform additional Activities unless and until this has been agreed in writing.
- 31.3 This MoU will be governed by and construed in accordance with English law. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below.

Signed for and on behalf of DHSC

Signature: Name:

Position:
Date:

Signed for and on behalf of Partner

Name: Gavin Hall

Signature:

Position:

Date:

Nick Adkin

Deputy Director.....

1 September 2022

Deputy CEO

1st September 2022

Annex A. Activities

A summary of the key expected project outcomes is provided below:

Activities:

A summary of the proposed activities to deliver on the overview of activities submitted as the bid is provided here. This table includes activities proposed as the increased amount available to the Reference Centre, which was revised from £1.8M to £2.3M.

Proposed Output	Proposed Activities	Estimated timeline	Estimated cost
Provision of expert advice and consultancy to Fleming	Responding to ad hoc requests	2022-2025	
Fund and FF delivery partners.	Participation in Fleming Fund events		
	Assisting Mott MacDonald and its partners		
2. Continuation of		2022-2025	
existing partnerships	Extend One Health		
with Fleming Fund priority regions and	surveillance in Bangladesh		
countries (including	Undertake One Health		
countries supported by Fleming Fund via	workshop in Bangladesh		
grants to International	Strengthening lab		
Organisations) and	partnerships in Nigeria and		
their delivery agents.	Ghana: enhancement of		
	Fellowship activity through		
	field surveillance activity		
	and step-down training		
	Increasing laboratory		
	capacity in the Philippines		

2 Pospones to ad	Ad has requests for support	2022-2025	
3. Response to ad hoc requests and	Ad hoc requests for support	2022-2023	
development of new	through in-country scoping		
partnerships.	visits. Two overseas visits		
pararerenper	anticipated per year		
	following initial planning and		
	engagement online		
4. Collaboration with	Activities to be developed in	2022-2025	
FAO to support the	conjunction with FAO, but		
delivery of their	could include:		
initiative to support			
food and agriculture sectors in Sub-	Supporting Codex		
Saharan Africa, and	implementation (not funded		
South- and South-East	by Fleming)		
Asia	by rioning)		
, 1010	Deployment of in-country		
	laboratory residues and/or		
	· ·		
	AMR support		
	O		
	Supporting research		
	collaborations to generate		
	open access publications		
	Not included in costings		
	here, but if agreed, provision		
	of advice relating to national		
	frameworks for veterinary		
	medicines		
5. Building in-country	Support a minimum of three	2022-2025	
personnel capacity	postgraduates to undertake	(with year	
through academic and research institute	research in partner countries	four of PhD	
collaborations.	 details to be developed 	programmes	
Collaborations.	(PhD's, MSc's)	underwritten	
		by the	
	Approaches and detail to be	relevant Ref	
	agreed	Centre	
		agency)	
6. Our Laboratory	Creating a laboratory	2022-2025	
Community.	community of partners		
	coordinated through		
	Reference Centre		
7. Strengthening	Development and roll out of	2022-2025	
capacity through	a new Proficiency Testing		
	a non randondy resulty		

provision of Guidance and Standards	(PT) scheme, in addition to continuing delivery of existing scheme Support participation of Fleming country laboratories in existing PT scheme. Continued development of laboratory quality systems and tools for the characterisation of AMR to recognised international standards Undertaking at least one collaborative research project per year Undertake a new PT scheme on veterinary medicine residues from animal products in Fleming Fund countries. [This is from the uplift funding]		
8. e-learning development and delivery	In-house development of an e-learning training course and continued roll out of existing training — with revised funding	2022/2023- 2025	
9. Communications	Publicity of activity (social media, websites etc.) Attendance at conferences WAAW promotional activity	Ongoing	
10.Management and Reporting	Project management costs Regular meetings with Fleming Fund team, with appropriate reporting Regular meetings and	Ongoing	

coordination	with	the	
Fleming Fund			

Proposed activities for the next three-year phase of the Fleming Fund (This is the original submission. Additional activity to fulfil the subsequent uplift in funding is provided at the end of this section.)

The following list of proposed activities builds on partnerships developed and projects established since our establishment as an AMR Reference Centre in 2018; it aligns with the wider strategic picture of activities that the Reference Centre supports, as well as with the Phase II activities proposed by FAO and OIE. By harnessing these synergies, we aim to maximise the impact of our activities, as well as driving efficiency in concurrent programmes of work. Additionally, we recognise Fleming Fund's new focus on the environment, and have indicated below how we intend to build environmental aspects into planned activities. However, we would welcome the opportunity to co-design a specific AMR in the environment programme in future.

Geographically, we propose activities that focus on countries within the Fleming Fund priority regions, including but not limited to those within the country grant scheme and/or in which FAO are active through their Fleming grant. We believe this enhances the region-wide impact and therefore supports the Fleming Fund objectives.

The activities highlighted below will be delivered in line with the proposed funding settlement (1.8 million). However, all of these activities can be scaled up should the opportunity for additional funding become available.

The areas of proposed activity fall into 10 areas. These are:

- 1) Provision of expert advice and consultancy to Fleming Fund and FF delivery partners
- 2) Continuation of existing partnerships with Fleming Fund priority regions and countries (including countries supported by Fleming Fund via grants to International Organisations) and their delivery agents:
- 3) Response to *ad hoc* requests and development of new partnerships
- 4) Collaboration with FAO to support the delivery of their initiative to support food and agriculture sectors in Sub-Saharan Africa, and South- and South-East Asia
- 5) Building in-country personnel capacity through academic and research institute collaborations.
- 6) Our Laboratory Community
- 7) Strengthening capacity through provision of Guidance and Standards
- 8) e-learning development and delivery

- 9) Communications
- 10) Management and Reporting

Further detail on each of these areas is given below.

1) Provision of expert advice and consultancy to Fleming Fund and FF delivery partners

We will continue to support the Fleming Fund team by responding to *ad hoc* requests as well as through continued participation in Fleming Fund events (examples include the delivery partners event and Fellows' Symposium). We will continue to assist Mott MacDonald and its delivery partners on request for animal health expertise, which may lead to additional *ad hoc* or more focussed activity.

- 2) Continuation of existing partnerships with Fleming Fund priority regions and countries (including countries supported by Fleming Fund via grants to International Organisations) and their delivery agents:
 - Extend One Health surveillance programme in Bangladesh

We will continue our work with the **Bangladesh** Government scientists and CGIAR WorldFish to develop and implement an AMR surveillance programme for wet markets in Bangladesh which will help inform wider One Heath AMR surveillance activities in Bangladesh. Participants from relevant government organizations will receive in-country laboratory training on bacteriological sample processing and AST profiling.

Plan and undertake a One Health workshop for stakeholders and government institutions in Bangladesh

The next phase of this work will include hosting a One Health AMR workshop with CGIAR WorldFish in **Bangladesh**. This will help to disseminate the results of the initial pilot surveillance programme and the collaborative AMR projects undertaken with Fleming supported laboratories. The workshop will consider how the surveillance data collected can be properly integrated into AMR surveillance in other sectors such as livestock and the environment. We will also discuss expanding the programme to include a wider range of Government and academic partner laboratories in the programme training and creating a plan for future training. We also anticipate including wider environmental AMR monitoring in future activities.

Strengthening laboratory partnerships across key livestock sectors

We have strong relationships with key Fleming Fund West African countries, Nigeria and **Ghana**. This is through the Fellowship programme; we have previously supported Phase 1 fellows in Nigeria, and we are now taking forward the mentorship of Phase 2 fellows in both countries. New areas we will be supporting under this programme include aquaculture, policy, and a modelling and epidemiology Fellow. To complement this approach, we aim to create additional opportunities for Fellows to undertake pilot field surveillance activities and provide technical support and supervision. We will also support coordination of repeat 'step-down' Fellows-led training programmes, building on the success of the event held last year (see

APHA Science <u>blog</u>). We will look to align activities within both countries with the newly created Defra led ODA animal health system strengthening initiative, leveraging synergies.

Increasing laboratory capacity in the Philippines

Our engagement with the **Philippines** has gained momentum through the provision of training on veterinary medicine residues surveillance and more widely technical support for residues testing. We propose to strengthen this existing partnership by collaborating on a project examining AMR in bacteria from key livestock sectors, as well as through extending assistance to develop and implement residues surveillance. Other avenues of potential support have been highlighted by our Philippines colleagues include projects that are in the early stages of development, such as environmental surveillance of AMR by the Bureau of Fisheries and Aquatic Resources (BFAR). We remain in close contact with our FAO colleagues in the region to identify areas of synergy and collaboration to maximise the impact of Reference Centre support.

3) Response to ad hoc requests and development of new partnerships

As a designated Reference Centre, we seek to retain capacity to be able to respond flexibly to requests for support which arise, for example, as countries determine their skills gaps during implementation of their national action plans. We also continue to seek new partnerships with Fleming Fund countries.

Detailed in our strategy, the response to such requests will initially be virtual and a plan for support developed by the Reference Centre in partnership with stakeholders, tailored to country needs that may include scoping and/or technical visits if necessary. As needed, subject matter experts will provide training on topics such as susceptibility testing methods, design and implementation of AMR, AMU and residues surveillance, laboratory quality management systems, health, and safety, and aspects of policy design and implementation. To enable effective laboratory training, we may source consumables or reagents.

One recent example is the *ad hoc* request for evaluation of a concept note addressing AMR in aquaculture systems in **Uganda** and the associated request for support. Before the start of the COVID-19 pandemic, we had advanced plans to visit **Sri Lanka** and help implement parts of their planned FF Country Grant. As and when Sri Lanka re-engages with the Fleming Fund programme, we are well positioned to revive this programme of work.

4) Collaboration with FAO to support the delivery of their initiative to support food and agriculture sectors in Sub-Saharan Africa, and South- and South-East Asia

We will partner with FAO to achieve ambitions set out in our respective Fleming Fund Phase II proposals. The benefits to identifying and capitalising on these synergies are many, including greater impact, increased programme efficiency, and access to a wider and deeper network of experts.

FAO have identified the need to strengthen laboratory and surveillance capability, and related data management infrastructures, to enable collection and sharing of data on AMR, AMU, and residues. The FAO approach considers global, regional, and country level activities, including maximising opportunities for integrated data collection offered by the FAO Farmer Field School (FFS) pilot sites. They also advocate support for the implementation of multisectorial One Health AMR national action plans, promotion of improvements in antimicrobial use practices, and strengthening of governance and regulation of antimicrobials (including substandard and falsified products).

We propose to provide support to these activities, in particular (but not limited to) through:

- Providing expertise to assist the development of guidance linked to piloting of FAO's InFARM platform, aligned to the FAO programme of work on implementing the new Codex standards following the conclusion of the Codex Alimentarius Task Force in AMR.
- Deployment of AMR and/or residue capacity support to in-country laboratories according to requirement as identified by FAO, for example through their ATLASS scheme. This support can encompass expert advice, tailored training on laboratory techniques (characterisation, AST, WGS), laboratory quality assurance, data analysis, study design, and sampling techniques, as well as provision of reagents and consumables. Training can be conducted virtually, or trainers can be deployed in country, for example for regional sessions hosted by FAO. We aim for a training approach that facilitates ongoing dissemination after the initial training event via a Train-the-Trainer approach.
- Providing access to Proficiency Testing schemes for FAO nominated laboratories (see section 7 below)
- Supporting (through co-supervision and funding) post graduate research aligned to the FFS pilot activities. There are multiple benefits from supporting post graduate students from local universities or research institutes (e.g., ILRI) to engage with the FAO programme, including building technical capacity in country, amplifying outputs of the FAO activities, and creating technical networks between Reference Centre and local academia. (See section 4 below)
- Supporting research collaborations with in-country laboratories with the aim to generate peer reviewed open access publications.
- Provision of advice and training on creation and implementation of national regulatory frameworks for veterinary medicine, and on assuring medicine quality, linking across to activities we are undertaking in parallel (see introduction) to support a roadmap to harmonisation of regulation of veterinary medicines within the SSA region and our wider strategic vision.

5) Building in-country personnel capacity through academic and research institute collaborations.

Support a minimum of three postgraduates to undertake research in partner countries

We have identified several potential opportunities to support research in partner countries, both through direct collaboration with animal health (terrestrial and aquatic) laboratories in Fleming Fund supported countries and through linking to FAO supported country-based activities such as the Farmer Field School (FFS) programme. An approach to sustainable capacity building in partner countries is to support local academia within the partner country, through co-supervising and/or co-funding PhD or MSc posts at a recognised host institution. We will also explore opportunities for, and benefits, of including UK research institutions within these collaborative platforms. This approach will help build the cadre of skilled personnel within country and enhance the scope of research programmes already established locally. Benefits to the student include access to additional mentoring and technical support from Reference Centre experts and exposure to an established local

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¹ For more information on activities to support improvements in quality of medicines, please see the concept note previously submitted in the appendix: Assuring Medicine Quality from Manufacture to Use

research community as well as to the wider post graduate network already hosted by Reference Centre agencies. Bringing together the cohort of post graduate students as a community maximises networking and knowledge exchange and we will leverage connections with communities that already exist through our current laboratory collaborations. We will also create opportunities for visits or placements within the Reference Centre agencies as part of the post graduate experience.

Approaches that will be considered:

- i) in collaboration with the FAO programme, support MSc student research project(s) aligned with and amplifying data collection and interventions underway within the FFS pilots.
- ii) Support MSc and/or PhD students to undertake research in a Fleming Fund country, aiming where possible to: host or co-supervise with a local academic institute; link into existing country or regional initiatives to maximise impact, provide students with opportunities to develop broad expertise across the technical range of the Reference Centre agencies, and applying a One Health lens to selection of research topics.

We aim to support a minimum of three postgraduate students, which will address evidence gaps pertaining to AMR and AMU at country level, tailored according to country priorities. The specific nature of these studentships will be developed taking account of the funding available, the logistic parameters of partner academic institutes, and the need for assured funding for the full duration of a PhD programme (potentially four years, depending on location and scope).

We also seek to undertake at least one collaborative research project with national laboratories or research institutes in partner countries per year, which will address important evidence gaps pertaining to AMR and potential risks to veterinary or public health.

We will host short-term missions by scientists and policy leads from Fleming Fund countries at our UK facilities for high-quality 1:1 training, collaborative project work, and networking (including with leads from our other Reference Centre designations). We would employ a Train-the-Trainer approach to maximise value and facilitate follow-on training delivery in home country.

6) Our Laboratory Community

Bringing together the partners and collaborators that we work with in a laboratory community is an approach that we already support and that we wish to expand as our projects become further established. Although the format is to be developed, we propose the laboratory community will meet quarterly (virtually), for sessions that provide coaching, develop expertise, share learning, highlight new or emerging AMR issues of concern, and identify opportunities for future work. If funding and pandemic measures allow, we could look to hold a bigger annual in-person event.

7) Strengthening capacity through provision of Guidance and Standards

 Development and roll out of a new Proficiency Testing scheme, in addition to continuing delivery of existing scheme

The generation of quality assured data is an essential component of laboratory function. Participation in Proficiency Testing (PT) schemes provides a laboratory with External Quality

Assurance for key laboratory activities, such as antimicrobial susceptibility testing (AST). Regular participation in a proficiency-testing scheme enables: confirmation of competent performance, monitoring of trends, education of staff, demonstration of a commitment to improving performance, performance benchmarking, and satisfying regulators and accreditation bodies. PT schemes operate by providing participating laboratories with test samples for analysis. Laboratories analyse the PT samples, as part of their normal routine, and report the results to the scheme organisers. They are then provided with a report showing how closely their results agree with the expected values.

We have developed antimicrobial susceptibility testing (AST) **Proficiency Testing (PT) schemes** for three high priority bacteria (*Escherichia coli*, *Campylobacter*, and *Salmonella*). The *Escherichia coli* PT scheme has been distributed to laboratories in Fleming Fund and other countries in 2020 and 2021 (Figure 2), with participants given a detailed report for assessing and benchmarking performance, and, when warranted, confidential notes to offer guidance on possible sources of error. We support a diversity of laboratories through these distributions and complement other Fleming Fund PT schemes through coordination of our provision with Mott MacDonald.



Figure 2. Countries in which participating laboratories were located for the 2021 Escherichia coli *PT AST scheme* (generated using mapchart.net).

Building on this success, we are seeking to develop **one new AST PT scheme** for veterinary and zoonotic pathogens (e.g., Staphylococci and Streptococci) in year 1, for roll out in year 2 onwards, encouraging participation from up to 25 laboratories across Fleming Fund countries/regions.

PT scheme provision can also be aligned with the QA programme proposed by the FAO, which in turn is seeking to unite other designated Reference Centres in the generation of a rich source of data. We would seek to provide some technical expertise and/or reagents to FAO led trainings.

Continued development of quality systems

Another important aspect, in collaboration with other laboratories worldwide, is the development of internationally recognised and harmonised AST methods and their

associated interpretative criteria, e.g., clinical break points and epidemiological cut-off (ECOFF) values for key terrestrial and aquatic animal pathogens. We will continue to develop these in close consultation with key international standard setting bodies, including EUCAST and CLSI. Such efforts are critical to help ensure that AMR surveillance data collected from these sectors is of high quality and can be reliably compared between different laboratories and countries. Related to this, we will also continue to provide advice and instruction on laboratory quality systems, for example, via training courses and development and review of standard operating procedures (SOPs).

8) e-learning development and delivery

Development of e-learning training and continued roll out of existing training

Our plans to develop and deliver quality remote training were accelerated by the arrival of Covid 19 and despite the challenges of the pandemic, we have successfully created multiple **bespoke e-learning courses**, some in partnership with technical experts at FAO. Our veterinary medicines residues e-learning course that supports learners to design a national surveillance programme for veterinary medicine residues has been rolled out as a blended training session in four countries (Philippines, Ghana and Ethiopia and Nepal) to date, receiving very positive feedback. In addition, working with FAO, we have helped develop modules on AMR and on aquaculture.

Adding weight to our intention to develop further e-learning resources on veterinary medicine residues surveillance is the recognition of this topic as a priority for support by FAO. As part of a broader programme to help address gaps in national residues surveillance programmes (and funded separately), we are exploring an opportunity to work with FAO Asia Pacific Office (FAO RAP) to support the development of a regional guideline on residues surveillance for animal health, regionally specific e-learning resources, and support for tailored regional training.

Driven by country and regional needs, we will develop further e-learning modules to be hosted on our virtual platform or co-hosted on partner platforms such as the FAO e-learning academy. We will build on existing course material, as well as expanding to cover new topics, based on country and partner feedback, aligning with initiatives underway across other organisations such as OIE and FAO. In addition, we will aim to **roll out the existing residues blended e-learning course** to further Fleming Fund countries, tailoring content as much as possible to the specific requirements of the course participants.

9) Communications

We will use social media channels, such as Twitter to update subscribers on progress of our work. Blogs giving a richer insight into our work will also be published as, for example, an APHA science blog or marine science blog. Additionally, we will use the Fleming Fund website to publicise our activity.

To maintain a professional presence, we will plan to attend appropriate international conferences, seeking an on-stage (in person or virtual) presence through an oral presentation, or by a poster presentation.

We will seek to collaborate with the Fleming Fund on activities to promote the World Antimicrobial Awareness Week.

10) Management and Reporting

We will continue to provide delivery updates at a monthly meeting with the Fleming Fund team, including the provision of a short-form monthly update report and a quarterly financial report. We will prepare and submit an annual report and will share with the Fleming team the annual report we provide to the FAO. We will continue to have quarterly meetings with Fleming Fund's delivery partner, Mott MacDonald, as well as country grant partners.

Addendum

This addendum is added to describe the proposed additional activities that are proposed following Fleming Fund's agreement to increase the available funding over the three-year period from £1.8M to £2.3M.

E-learning development and delivery

Supporting the FAO in converting the aquatic AMR course content that has been developed over 2021/22 into a published course on the FAO e-learning academy. This would be the second course that the FAO has published, following on from the introductory course developed in conjunction with the Reference Centre.

Response to ad hoc requests and development of new partnerships

Further develop the new relationship with Uganda by developing Memorandum of Understandings between the Reference Centre and their government agencies to define sampling programmes and outcomes through workshops and training

Provision of expert advice and consultancy to Fleming Fund and FF delivery partners

Additional funding would enhancement of country plans in Bangladesh and Ghana to enable more in-country laboratory support and training. This would include support for the Fisheries Commission in Ghana to undertake a survey of antimicrobial use and AMR in fish farms across Ghana in Year 1. This would be delivered in partnership with the Ghanian Veterinary Services Directorate through access to the food safety laboratories in Accra that have been equipped through the Fleming Fund Country Grant with state-of-the-art equipment for identifying bacteria and characterising them for antimicrobial resistance (including a MALDITOF MS Biotyper). Additional opportunities to bolster programmes in target countries will be identified and agreed with Fleming Fund in Years 2 & 3.

Building in-country personnel capacity through academic and research institute collaborations.

The enhanced founding will enable us to re-evaluate the mix of post graduate training that we can support.

Strengthening capacity through provision of Guidance and Standards

In addition to the proficiency testing (PT) schemes for bacterial pathogens, we will look to establishing a PT scheme for evaluating (antimicrobial) veterinary medicine residues for products of animal origin to validate laboratory effectiveness in detecting and reporting on residues levels within the context of maximum residue limits.

Environmental AMR surveillance

Additional funding will also allow us to further progress efforts to broaden AMR surveillance in target countries to include the wider environment. We will engage with the Fleming Fund, UNEP and other stakeholders to develop this important area, through attendance at relevant workshops, implementation of training and supporting environmental AMR surveillance pilot programmes in Years 2 and 3 of the Fleming Fund grant.

Annex B. DHSC commitments

- The DHSC will monitor the progress of Reference Centre activities by ensuring that the Partner, with the support of downstream partners, provides annual progress reports updating on activities and budgets.
- The DHSC will meet quarterly with the Partner to discuss the progress of the project.
- The DHSC will ensure payments are made on the agreed set dates.

Annex C. Pricing

Estimated costs in the table below:

Annex D. Authorised Representatives and addresses for service of notices

For the DHSC:

Name	
Office Address	Head of the Fleming Fund
	Department of Health and Social Care
	39 Victoria Street
	London
	SW1H 0EU
Telephone number	
E mail address	

For the Partner:

Name	Abigail Seager
Office Address	Chief Executive Office
	Veterinary Medicines Directorate
	Department for the Environment, Fisheries and Rural Affairs
	Woodham Lane
	KT15 3LS
Telephone number	
E mail address	

Annex E. Security and Data Protection

Definitions

"Controller"	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law, in accordance with GPDR;
"GDPR"	means the General Data Protection Regulations (Regulation (EU)2016/679);
"Personal Data"	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as set out in GDPR;
"Processor"	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, as set out in GDPR;
"Personal Data Breach"	will have the same meaning as set out in GDPR;
"Pseudonymisation"	means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data

are	not	attributed	to	an	identified	or
iden	tifiab	le natural po	ersc	n;		

- 1. DHSC is the Controller responsible for all personal information it collects for the purposes of the MoU. The Partner will act as Processor for DHSC under the provisions of this MoU.
- 2. The Partner is the Controller responsible for all personal information it collects for the purposes of the MoU. The Partner will act as Processor for DHSC under the provisions of this MoU.
- 3. The Processor will act only on instructions from the respective Controller and will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
- 4. Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Controller.
- 5. Any information extracted for statistical, planning, or research purposes can only be used after Pseudonymisation.

Annex F. Gantt Chart

Fleming Fund Reference Centre Activities APHA/VMD/Cefas

Workplan start date

01/04/2022

Activity	Description	Start	End
1. Provision of expert advice and consultancy to Fleming Fund and FF delivery partners			
Ad hoc consultancy	Provision of consultancy and advice to the Fleming Fund as required	01/04/2022	31/03/2025
2. Continuation of existing partnerships			
Enhancement of Fellowship Programmes	Additional expert diagnostics and UK support / One Health project to link with other fellows	01/04/2022	31/03/2025
Bangladesh AST training / Finfish sampling	Increasing the capacity of Bangladesh institutes and scientists in AST and sampling techniques	01/04/2022	31/03/2023
One Health training workshops (x2 per year)	Training provided for professional development, supporting policy development and collaborations to implement NAP. Training will also enhance stakeholder engagement and build professional relationships	01/04/2022	31/03/2025
Support to Nigeria, Ghana and Bangladesh including consumables	Generation of effective AMR surveillance data to inform national policy development and training and implementation of NAP / compliment country grant activities	01/04/2022	31/03/2025
3. Response to ad hoc requests and development of new partnerships			
Uganda Scoping Visit	Building relationships with stakeholders and defining future projects	01/04/2022	31/03/2023
Uganda support for AMR/AMU Surveillance	Capacity building in response to scoping visit in Uganda	01/04/2023	31/03/2025
Non-specific support provided ad hoc	Provision of ad hoc consultancy and support to stakeholders and FF priority countries	01/04/2022	31/03/2025

Provision of ad hoc support for monitoring and surveillance of veterinary medicine residues	Support partner countries build capacity in veterinary medicines residues monitoring and surveillance, plus virtual support	01/04/2022	31/03/2025
4. Collaboration with FAO			
Bangladesh Finfish Guildlines (with FAO)	Creating and circulating standard protocols for Finfish	01/04/2022	31/03/2023
5. Building in-country personnel capacity through academic and research institute collaborations			
Post graduate programmes	Supporting a minimum of three post graduate programmes to undertake research in partner countries	01/04/2022	31/03/2025
6. Our Laboratory Community			
Organising Community of Practice of stakeholders	Building professional relationships / develop training for stakeholders / professional development	01/04/2022	31/03/2025
7. Strengthening capacity through provision of Guidance and Standards			
ECOFF setting	Lead project with international partners on setting ECOFF values	01/04/2022	31/03/2025
Distributing E. coli proficiency testing scheme	Ongoing quality assurance / refresher training for stakeholders / professional development	01/04/2022	28/02/2025
Development, validation and distribution of a Veterinary Pathogens PT scheme	Ongoing quality assurance / refresher training for stakeholders / professional development	01/04/2022	31/03/2025
Creation of a Residues PT scheme	Delivery of an ISO 170143 Closed PT scheme to laboratory partners within FF priority countries	01/04/2022	31/03/2025
Ref Centre capacity building (Maldi)	Enhancing the tools available to the reference centre for validation and testing of bacterial pathogens	01/04/2022	31/03/2025
8. E-learning Development and Delivery			
E-learning course development	Creation of x3 e-learning courses over the course of a three year period	01/04/2022	31/03/2025
Training videos (including production costs)	Creation of training videos for Remote training material/legacy/refresher training for stakeholders/professional development	01/04/2022	31/03/2025

Roll out of existing Residues E- learning courses	x2 roll out of existing Residues e- learning courses to FF priority countries and new partnerships	01/04/2022	31/03/2025
9. Communications			
Programme Communications	Contribution to FF and FAO communications, participation in World Antimicrobial Awareness Week (WAAW); utilisation of social media, blog posts and publications to promote Reference Centre activities	01/04/2022	31/03/2025
10. Management and Reporting			
Management of the Reference Centre activities	Project management of Reference centre activities including monitoring and evaluation; delivery and reporting commitments in addition to maintaining required governance structures	01/04/2022	31/03/2025

Annex G. Spend Profile, Payment Profile and Reporting

[DN: Please include a table that sets out the invoicing, payment and technical & financial reporting profiles]

Date	
April 2022	First advance payment released
April 2022	That advance payment released
April 2022	Initial grant meeting
July 2022	Quarterly review meeting
October 2022	Quarterly review meeting
January 2023	Quarterly review meeting
April 2023	Second advance payment
	Quarterly review meeting
May 2023	Year 1 progress report
	Narrative progress report including a commentary on activities, progress,
	achievements and challenges over the last year
	Annual financial report/ reconciliation of Year 1 funds
July 2023	Quarterly review meeting
October 2023	Quarterly review meeting
January 2024	Quarterly review meeting
April 2024	Third advance payment
	Quarterly review meeting
May 2024	Year 2 progress report
,	Narrative progress report including a commentary on activities, progress,
	achievements and challenges over the last year
	Annual financial report/ reconciliation of Year 2 funds
July 2024	Quarterly review meeting
October 2024	Quarterly review meeting
January 2025	Quarterly review meeting
April 2025	End of grant meeting
June 2025	Final report
	Narrative progress report including a commentary on activities, progress,
	achievements and challenges over the last year

Annual financial report/ reconciliation of Year 3 funds