

GRANT ADDENDUM NOTICE

BETWEEN:

The Secretary of State for Health and Social Care (acting as part of the Crown) of 39 Victoria Street, London, SW1H 0EU (the "Authority"); and

The University of Birmingham, a charitable body registered in England under registration number RC000645 incorporated by Royal Charter and having its principal address at Edgbaston, Birmingham, B15 2TT (the "Grant Recipient")

(each of the above is a Party and together are the Parties)

Grant Agreement reference number 2018_068 (UoB reference 18-1650)

Grant Agreement date 18 January 2019

Addendum Notice no 2

BACKGROUND

1. This Agreement (Addendum Notice no 2) is supplemental to the agreement entered into by the Parties on 18th January 2019 and Addendum Notice no 1 on 2nd April 2020 relating to the programme entitled "Bactivac Network" (the "Grant Agreement") attached as Annex 1.
2. The Parties have agreed to vary the Grant Agreement to extend the Funded Activities on the terms set out in this Addendum Notice. The Funding Period for the Funded Activities shall be extended for a period of 16 months, from 1 December 2020 to 31 March 2022. Furthermore, the Maximum Sum is increased (from £1,000,000) by up to £400,000 to up to £1,400,000. This costed extension was agreed in order to provide funding to support Round 5 of BactiVac's Catalyst Pump-Priming Projects.

THE PARTIES AGREE:

1. Pursuant to clause 3.3, the Grant Agreement is varied as follows and shall take effect on the date signed by both Parties:

Revised definition of "Funding Period":	Clause 2.1 "Funding Period" is amended to read as follows: <i>means the period for which the Grant is awarded starting on the 18 January 2019 and ending on 31 March 2022.</i>
Revised Funding Period:	Clause 3.11 is inserted to read as follows: <i>The Funding Period starts on 18 January 2019 (the Commencement</i>

	<p><i>Date) and ends on 31 March 2022 unless terminated earlier in accordance with this Grant Agreement.</i></p>
<p>Wording on Fraud</p>	<p>The following clauses shall be added to Fraud and Corruption requirements in clause 21 (Financial Management):</p> <p><i>21.5 DHSC and the Grant Recipient 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 Impropriety should be reported in the first instance to the Authority's Anti-Fraud Unit at fraudenquiries@dhsc.gov.uk.</i></p> <p><i>21.6 DHSC and the Grant Recipient have a zero tolerance approach towards Financial Impropriety that may lead to the misuse of the Grant and agree in principle to recover such funds. The Grant Recipient 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 Grant Recipient or DHSC.</i></p> <p><i>21.7 In the event of any credible indications that the Grant 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.</i></p> <p><i>21.8 DHSC reserves the ability to recover the Grant that has been subject to a proven fraud and will work with the Grant Recipient 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.</i></p> <p><i>21.9 The Grant Recipient must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government.</i></p> <p><i>21.10 Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999),</i></p>

	<p><i>S/RES/1368 (2001) and S/RES/1373 (2001), both DHSC and the Grant Recipient 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 Grant Recipient undertakes to use reasonable efforts to ensure that none of the DHSC Grant provided under this Grant Agreement is used to provide support to individuals or entities associated with terrorism.</i></p>
Wording on Safeguarding	<p>Clause 39.3 will be deleted and replaced with:</p> <p><i>The Grant Recipient should also report any credible suspicions of, or actual incidents that are not directly related to this Grant Agreement 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.</i></p>
DFID	<p>The term "DFID" set out in clause 2.1 of the Grant Agreement will be amended to 'FCDO'. FCDO means the Foreign, Commonwealth & Development Office of King Charles Street, London SW1A 2AH. Any reference within the Grant Agreement to the defined term "DFID" is replaced with term "FCDO".</p>
Payment schedule	<p>Annex 3 of the Grant Agreement shall be replaced with Annex 3 as set out in this Addendum Notice.</p>
Project budget breakdown	<p>Annex 4 of the Grant Agreement shall be replaced with Annex 4 as set out in this Addendum Notice.</p>
Agreed Outputs/Long Term Outcomes and Key Performance Indicators	<p>Annex 5 of the Grant Agreement shall be replaced with Annex 5 as set out in this Addendum Notice.</p>
Reporting schedule	<p>Annex 5.1 of the Grant Agreement shall be replaced with Annex 5.1 as set out in this Addendum Notice.</p>
Underspend from Round 2 and 3 of BactiVac's Catalyst Pump-Priming Projects	<p>The total amount returned to DHSC by BactiVac to avoid funding 'ahead of need' stands at £68,573 (funds returned to DHSC in instalments of £23,673 and £44,900).</p> <p>This £68,573 will be returned to BactiVac to:</p> <ol style="list-style-type: none"> 1) support catalyst projects in Round 5,

	<p>and</p> <p>2) contribute toward the 3rd Annual BactiVac Annual Network Meeting in Kenya, which was postponed due to COVID-19. It is anticipated that this event will be held in March 2022, though a date is yet to be confirmed (this is under review by BactiVac). The 2nd Addendum to the Grant Agreement commits £20,269 to this meeting.</p>
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2. Apart from that set out in the table above, the rest of the Grant Agreement, including any previous Addendum Notices, shall remain in full force and effect. The existing Clauses and Sub-Clauses of the Grant Agreement shall be re-numbered to take account of the deletions, amendments and/or additions set out above.
3. Terms defined in the Grant Agreement shall have the same meaning when used in this Addendum Notice, unless defined otherwise.

Authorised to sign for and on behalf of the Secretary of State for the Authority

Signature:

DocuSigned by:
[Redacted Signature]
F3EC30F0C1AC467

Name in Capitals:
NICK ADKIN

Position:
Deputy Director, Global Health Security

Date: 03-Sep-2021 | 2:35 PM BST

Authorised to sign for and on behalf of The University of Birmingham

Signature:

DocuSigned by:
[Redacted Signature]
71F5C71B559C43F

Name in Capitals:
ALISA BROWN

Position:
Director of Research Support Services

Date: 08-Sep-2021 | 6:58 PM BST

Annex 1: Grant Agreement and Addendum Notice no 1



Grant Agreement
Signed 18 January 20

Annex 3: Payment Schedule

INSTALMENT	GRANT SUM PAYABLE	PAYMENT DATE
1 st	£200,000	30 September 2021
2 nd	£118,000	31 December 2021
3 rd	£150,573	28 February 2022 £150,573 is the sum of £82,000 (the balance of the £400,000 supplementary funding) plus £68,573 (refunded to DHSC from the original £1 million).
Total	£468,573	

All GAMRIF funds will be spent before 31 March 2022. All Round 5 projects must start by 1 November 2021, but some may finish on 30 April 2022 (i.e. in FY 22/23). Therefore, GAMRIF funding will be used to support 100% of the cost of projects that complete by 31 March 2022, but only 80% of the cost for projects that complete after this date (this will include the initial 50% and interim 30% payments). The remaining 20% final payment for projects completing after 31 March 2022 will be met from MRC ODA funds.

Annex 4: Project budget breakdown

Item of Expenditure	Budget (in UK Sterling)/forecast expenditure
Total	£400,000

ANNEX 5: Agreed Outputs/Long Term Outcomes and Key Performance Indicators

The Grant Recipient shall achieve the following milestones and key performance indicators:

Agreed Outputs:

1. Competitively awarded, high quality, peer reviewed pump-priming projects funded, within the scope defined by DHSC, that will primarily and directly benefit people in LMICs. These projects will aim to:
 - Facilitate onward progression of bacterial vaccines along the pipeline to licensure
 - Offer robust solutions to overcome the difficult preclinical to clinical transition
 - Involve BactiVac partnerships, particularly new partnerships, with a long-term work plan
 - Include LMICs and/or industrial partners
 - Achieve further substantive funding at the end of the project.
2. Funding leveraged and in-kind contributions from lead and co-applicant institutions
3. Monitoring and evaluation data, including interim and final reports for awarded projects highlighting achievements and project level outputs.
4. Effective dissemination of results, including negative results, to both a research and general audience.

Key Performance Indicators / milestones

	Agreed delivery date
Key milestones	Round 5 pump priming call
Pump priming projects awarded	24 September 2021
Contracts fully executed	24 October 2021
Pump priming projects start	1 November 2021
Mid-project reports completed	28 February 2022
Pump priming projects completed	30 April 2022
End of project reports completed	30 June 2022*

*includes 1 additional month for BactiVac review and approval process to take place prior to being forwarded onto DHSC.

Annex 5.1: Reporting Schedule

Reporting period	Due date	Financial reporting requirements	Technical reporting requirements
Q1 & Q2 1 April 2021 – 30 September 2021	30 September 2021	Update budget forecast for the year and remaining programme period (with short narrative explaining any changes)	Narrative of activities and progress update against outputs and KPIs in original agreement Delivery Chain Risk Map
Q3 & Q4 1 October 2021 – 31 March 2022	31 March 2022	Short narrative on the status of financial expenditure and forecasting	Narrative of activities and progress update against outputs and KPIs in original agreement
1 April 2021 – 31 March 2022	30 June 2022	-	End of project report
18 January 2019 – 31 March 2022	30 June 2022	End of project financial reconciliation (format as per BactiVac End of Project Report Phase 1: 18/01/19 to 31/03/21)	-

Grant Addendum – Version history – Grants team internal use

Current Version 001	July 2020
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Version	Date Issued	Brief Summary of Changes	Owner's Name
001	July 2020	Revised CO Addendum to meet DHSC requirements	Jo Fenlon
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