

GRANT AGREEMENT

BETWEEN

THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE (“DHSC”)

AND

GLOBAL ANTIBIOTIC RESEARCH & DEVELOPMENT PARTNERSHIP (“GARDP”)

Table of Contents

1. PARTIES.....	3
2. INTRODUCTION.....	3
3. INTERPRETATION.....	3
4. PURPOSE OF THIS AGREEMENT.....	5
5. COMMENCEMENT AND PERIOD OF OPERATION.....	6
6. CONTRIBUTIONS.....	6
7. WHAT EACH PARTY WILL DO.....	6
8. FINANCIAL ARRANGEMENTS.....	7
9. REPORTING REQUIREMENTS.....	8
10. REDUCTION AND RECOVERY.....	8
11. LOSSES, GIFTS AND SPECIAL PAYMENTS.....	9
12. DUE DILIGENCE.....	9
13. ON-GOING AUDIT AND ASSURANCE.....	10
14. ACCOUNTABILITY AND INDEMNITY.....	10
15. ODA.....	10
16. ODA TRANSPARENCY.....	11
17. FRAUD AND CORRUPTION.....	11
18. CONFIDENTIALITY AND FOIA.....	12
19. FREEDOM OF INFORMATION, DATA PROTECTION AND HUMAN RIGHTS.....	14
20. INTELLECTUAL PROPERTY RIGHTS.....	14
21. PUBLICITY, COMMUNICATIONS AND BRANDING.....	15
22. ENVIRONMENTAL REQUIREMENTS.....	15
23. CONTACT POINTS.....	15
24. AMENDMENT OR VARIATION OF THE AGREEMENT.....	16
25. DISPUTE RESOLUTION.....	16
26. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT.....	16

27. PROCUREMENT LAW, STATE AID AND VALUE FOR MONEY	17
28. NO PARTNERSHIP OR AGENCY.....	17
29. JOINT AND SEVERAL LIABILITY	17
30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	17
31. TERMINATION.....	17
32. ADDITIONAL PROVISIONS	18
33. LAW AND JURISDICTION.....	18
ANNEX 1: PARTIES' CONTACT POINTS AND REPRESENTATIVES	20
ANNEX 2: PROCEDURES AND PRACTICES FOR UNITED KINGDOM SUPPORT	21
ANNEX 3: PARTNER PAYMENT REQUEST FORM	23
ANNEX 3.1: REQUIRED FINANCIAL AND PROGRAMME REPORTING	25
ANNEX 4: THE FUNDED ACTIVITIES	26
ANNEX 6: ELIGIBLE EXPENDITURE.....	29

1. PARTIES

1.1. The Parties to this Agreement are:

- a. The Secretary of State for Health and Social Care of 39 Victoria Street, London SW1H 0EU (“DHSC”), acting on behalf of the Crown.
- b. GARDP Foundation, a Swiss not-for-profit product development foundation, located at 15 Chemin Camille-Vidart, 1202 Geneva, Switzerland (“GARDP”)
- c. (each a “Party” and together the “Parties”)

2. INTRODUCTION

2.1. The following standard terms and conditions apply to Grant Recipients receiving financial assistance from DHSC. The terms and conditions set out in this document, together with the accompanying Annexes together comprise the “Agreement” pursuant to which financial assistance (in the form of the Grant) is given by DHSC to GARDP.

2.2. GARDP should note that:

- a. DHSC has the discretion under section 1(1) of the International Development Act 2002 to provide a person or body with development assistance if it is satisfied that the provision of the assistance is likely to contribute to a reduction in poverty.
- b. no VAT is payable on Grants; and
- c. failure to comply with the conditions of the Agreement may result in the Grant payments being suspended, reduced, reclaimed or withheld, and/or the Grant being withdrawn, without prejudice to any other civil or criminal sanctions which may be appropriate.

3. INTERPRETATION

3.1. In this Agreement the words and phrases set out below shall have the following meanings:

“**Agreement**” means this Grant Agreement including the Annexes;

“**Annex/es**” means the annexes attached to this Agreement including those subsequently agreed between the Parties;

“**Central Government Body**” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department as part of the Crown (having its common law meaning and includes but is not limited to the Northern Irish Assembly, the Scottish Government and the Welsh National Assembly);
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. Executive Agency;

“**Confidential Information**” means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, business

partners and suppliers of a Party, including all intellectual property rights, together with all information derived from any of the above, any other information clearly designated as being confidential (whether or not it is marked confidential) or which ought reasonably be considered to be confidential that is disclosed (directly or indirectly) by one Party to the other Party in connection with this Agreement;

“**Controller**” has the meaning given to it in the Information Acts;

“**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.

“**Data Protection Legislation**” means (i) the GDPR; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and (iii) all applicable laws relating to the processing of Personal Data and privacy;

“**EIR**” means the Environmental Information Regulations 2014;

“**FCDO**” means the Foreign, Commonwealth & Development Office, a department of the government of the United Kingdom, of King Charles Street, London SW1A 2AH;

“**Downstream Partners**” means the Grant Recipient’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;

“**FOIA**” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

“**Funded Activities**” means the activities set out in **Annex 4** of this Agreement and any subsequent agreed Annexes to this Agreement;

“**Funding Period**” means the period for which the Grant is awarded and spent starting on the 1 April 2020 and ending on 31 March 2021;

“**General Data Protection Regulation**” and “**GDPR**” means the General Data Protection Regulation (EU) 2016/679;

“**Grant**” or “**Contribution**” means the financial contribution agreed in clause 6.

“**HRA**” means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

“**IATI Standard**” means the International Aid Transparency Initiative Standard;

“**Information Acts**” means Data Protection Legislation, GDPR, FOIA and the EIR, as amended from time to time;

“**Intellectual Property Rights**” means any patents, copyright, rights in and to inventions, trademarks, service marks, design rights, registered designs, know-how, database rights, moral rights, right in get-up, goodwill and the right to sue for passing off, rights to use, and protect the confidentiality of, confidential information, confidential formulae and applications for any of the foregoing, patents, trademarks, registered designs, copyright, database rights, know-how, trade or business names (including internet domain names)

and other rights of a similar nature, whether registered or unregistered, existing now or in the future anywhere in the world;

“**LMIC**” means low- and middle- income countries as defined by the OECD from time to time;

“**Material**” means any report, narrative, executive summary, paper, abstract or other document provided by GARDP under clause 9.

“**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;

“**PDPs**” means Product Development Partnerships;

“**Prohibited Act**” means:

- a. directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement;
- b. committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement; or
- c. defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

“**UK Government**” means The Government of the United Kingdom;

“**Unspent Monies**” means any monies:

- a. paid to the Grant Recipient which remain unspent and uncommitted at the end of an Instalment Period; or
- b. remain unspent and uncommitted at the end of the Financial Year in which the Instalment Period occurs;

“**VAT**” means value added tax.

4. PURPOSE OF THIS AGREEMENT

- 4.1. The purpose of this Agreement is to describe the arrangements for the collaboration between DHSC and GARDP through which DHSC will provide unearmarked, core funding to GARDP to support the development and delivery of new treatments for drug-resistant infections that pose the greatest threat to health, with GARDP having a primary focus to enable distribution of treatments to people in LMICs and with antimicrobial resistance (AMR) recognised by the UN General Assembly as critical to achieving the Sustainable Development Goals (SDGs).
- 4.2. The Parties acknowledge and agree that nothing in this Agreement or the provision of the Grant gives or is intended to give rise to contractual relations.

- 4.3. GARDP shall use the Grant solely for the delivery of the Funded Activities and must not, without the prior written consent of DHSC, make any material changes to the Funded Activities.
- 4.4. The Grant must not be used to support activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts or grants, or to influence legislative or regulatory action.
- 4.5. The Grant must be used to promote the agreed project objectives with Official Development Assistance (ODA) eligible countries as outlined in the Organisation for Economic Co-operation and Development (OECD) Development Co-Operation Directorate (DAC) list.

5. COMMENCEMENT AND PERIOD OF OPERATION

- 5.1. This Agreement will commence on 1 April 2020 and terminate on 31 March 2021, unless terminated earlier pursuant to clause 31 'Termination' or extended by mutual agreement.

6. CONTRIBUTIONS

- 6.1. DHSC will make available the following Contributions to support GARDP's core activities as set out in Annex 4 (the Funded Activities):
 - a. a sum not exceeding £1,000,000 (one million pounds sterling). The amount will be paid within 15 days after signature of this Agreement.
- 6.2. It is DHSC's intention that DHSC's Contribution will be categorised as ODA as defined by the OECD from time to time.

7. WHAT EACH PARTY WILL DO

- 7.1. GARDP will work in collaboration with DHSC (as further set out in Annex 4) to:
 - a. apply funding provided by DHSC to the delivery of core activities to develop new treatments for drug-resistant infections that pose the greatest threat to health, with GARDP having a primary focus to enable distribution of treatments in LMICs and with AMR recognised by the UN General Assembly as critical to achieving the Sustainable Development Goals (SDGs), as outlined in Annex 4 and any subsequent Annexes to this Agreement;
 - b. administer and account for DHSC's funding contribution in line with the requirements set out in clause 8 'Financial Arrangements' and clause 9 'Reporting requirements' and any further requirements detailed in Annex 3.1.
- 7.2. DHSC will:
 - a. Respond to GARDP, in an appropriate time frame, following request for input where applicable;
 - b. Provide funding for core activities as further detailed in Annex 4 and any subsequent Annexes to this Agreement;

- 7.3. Should GARDP require additional funding for the core activities, DHSC will have ultimate discretion to decide whether such additional funding should be provided.

8. FINANCIAL ARRANGEMENTS

- 8.1. In line with UK Government financial regulations, DHSC will not make payments in advance of need, but tranche payments in advance will be made in order to allow GARDP to commence Funded Activities. Subsequent payments, if agreed, will be released on receipt of confirmation that Grant monies already disbursed have been spent and provided the Funded Activities have been delivered during the previous period.
- 8.2. GARDP will be paid only in respect of Eligible Expenditure (as set out in Annex 6) incurred by GARDP to deliver the Funded Activities.
- 8.3. Financial year 1st April to 31st March will apply unless expressly indicated otherwise and agreed between DHSC and GARDP in writing.
- 8.4. When requesting payment GARDP should complete Annex 3 (Partner Payment Request Form), in line with the Annex 2 (Procedures and Practices) and reporting requirements set out in clause 9. Payment will be made to the bank account provided. GARDP should confirm the appropriate bank details on the Payment Request Form.
- 8.5. The Payment Request Form should be accompanied with detail of expenditure of DHSC funds to date under this Agreement (if any) and an updated forecast for the subsequent payment period, in line with Annex 3.1. GARDP will notify DHSC of significant variations (beyond 10% of total budget) to spending forecasts as soon as possible when this occurs. At the end of the programme GARDP will provide a written statement from a Director confirming that funds have been spent on the Funded Activities within the Funding Period.
- 8.6. Under this Agreement GARDP will submit all payment requests and invoices electronically.
- 8.7. Should any interest be earned on DHSC contributions, GARDP will channel this back into the programme and off-set against future payment requests to DHSC. DHSC is providing this funding with no expectation of a direct service being supplied in return and therefore considers payments made to GARDP to be outside the scope of VAT.
- 8.8. Pursuant to the timing set out in clause 6.1, the timing and scheduling of payments may be amended by the Parties dependent on actual expenditure and need. The Parties will jointly decide any changes to the payment schedule.
- 8.9. Contributions 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 on the goods / services provided.
- 8.10. GARDP will administer and account for DHSC's contribution in accordance with its financial regulations and other applicable rules, procedures and practices. GARDP will ensure, to the best of its ability, that all goods and services financed under this arrangement will be solely used for the purposes of the activities set out in Annex 4 and any future arrangements made under this initiative.
- 8.11. DHSC reserves the right not to pay any invoices which are not submitted within the period set out in clause 8.3. Incomplete and/or incorrect invoices, which include invoices without the full supporting documentation, will be returned unpaid.
- 8.12. GARDP must notify DHSC promptly if at any time it becomes aware that it is unable to submit an invoice in accordance with clause 8.6.

- 8.13. In the event of GARDP spending more money on the Funded Activities than originally anticipated under this Agreement, DHSC will not be obliged to increase the funding amount beyond that stipulated in clause 6.1.
- 8.14. DHSC makes no commitment to renewing or continuing funding after the term of this Agreement and will not be liable for any additional cost incurred by GARDP either during or after the Funding Period.
- 8.15. Where GARDP enters into a contract with a third party in connection with the Funded Activities GARDP will remain responsible for settling payment in respect of those invoices. Third party invoices must not be submitted to DHSC for payment.
- 8.16. GARDP's financial system must ensure that no expense can be double-funded.

9. REPORTING REQUIREMENTS

- 9.1. DHSC is committed to the Paris Declaration on Aid Effectiveness 2005 and the Accra Agenda for Action 2008 and supports alignment and harmonisation while ensuring mutual accountability and results.
- 9.2. Annex 3.1 sets out expectations for financial and programmatic reporting in line with the agreed payment schedule. GARDP will provide copies of relevant records within a reasonable timeframe following request and, if required, make its records available for inspection by the National Audit Office or another auditor named by DHSC.
- 9.3. GARDP will submit a short narrative on activities conducted over the Funding Period in relation to their core activities outlined in Annex 4, and any subsequent Annexes to this Agreement. This narrative will give sufficient information to provide assurance that funding has been allocated to the Funded Activities as intended.
- 9.4. GARDP agrees that DHSC may provide the FCDO with a copy of reporting as submitted under the provisions of Annex 3.1 of this Agreement.

10. REDUCTION AND RECOVERY

- 10.1. It is DHSC's intention that the agreed funding will be paid to GARDP in full and in accordance with clause 8.2 of this Agreement.
- 10.2. Without prejudice to DHSC's other rights and remedies, DHSC may withhold or suspend payment due to GARDP and/or require GARDP to repay any Unspent Monies if any of the events set out in clause 17 'Fraud and Corruption' and clause 31 'Termination' arise.
- 10.3. If GARDP fails to comply with any of the Conditions of this Agreement DHSC may suspend, reduce, reclaim or withhold payments, and/or withdraw the funding offer, without prejudice to any other civil or criminal sanctions which may be appropriate.
- 10.4. GARDP may not retain any portion of the funding that has not been used by the end of the Financial Year in the Funding Period without DHSC's written permission.
- 10.5. Where all or a proportion of the funding remains unspent at the end of the Financial Year or as a result of termination or breach of this Agreement all or a proportion of any Unspent Monies must be repaid to DHSC within 30 working days of a request for repayment and must not be carried forward for use in the following Financial Year unless agreed in writing by the Parties.
- 10.6. If any amount repayable in accordance with clause 10.5 is not repaid within 30 days of a request for repayment, DHSC reserves the right to unilaterally deduct that amount from

any other sum which is due or which may later become due or which may later become due under this or any other agreement.

- 10.7. If GARDP is wound up or goes into liquidation, administration, receivership or bankruptcy, or enters into any compromise or other arrangement of its debts with its creditors, DHSC will be entitled to recover any funding that has not been spent and/or may withhold any further payments. If any of the money is held by GARDP's contractors, GARDP, to the extent that it is legally permitted to do so, must attempt to recover those sums from its contractors.

11. LOSSES, GIFTS AND SPECIAL PAYMENTS

- 11.1. GARDP will keep a record of all gifts over the value of EUR 50, both given and received by any individual GARDP member or associated person, in connection with the funding arrangement or any Funded Activities.

12. DUE DILIGENCE

- 12.1. DHSC has conducted a due diligence assessment in June 2019. GARDP warrants that it will comply with the findings and recommendations of the assessment in all material respects, with DHSC reserving the right to discontinue funding if it is not satisfied that the funding requirements recommended in the assessment have been met. In the event of a further significant change to GARDP's procedures and controls of operating environment, GARDP shall promptly notify DHSC and shall co-operate fully with any due diligence assessment by DHSC.

- 12.2. In utilising the funding GARDP will exercise the same care in the discharge of its functions under this arrangement as it exercises with respect to the administration and management of its own resources and affairs.

- 12.3. Additionally, where applicable and agreed between DHSC and GARDP, GARDP shall take the necessary steps at the commencement of the project and at regular intervals through the implementation to assess the internal controls and systems of any implementing partners. These assessments will be shared with DHSC, upon request and should determine, relative to programme risk:

- a. Reliability and integrity of the Implementing Partner's financial controls, systems and processes;
- b. Effectiveness and efficiency of their project operations;
- c. Procedures for safeguarding project assets, and;
- d. Compliance with national legislation, regulation, rules, policies and procedures.

- 12.4. Where any part of the Funded Activities is performed overseas, GARDP shall ensure that:

- a. Any Collaborators comply with, and, that part of the Funded Activities is conducted in compliance with, all relevant local legislation; and
- b. In any event, any part of the Funded Activities that is performed overseas is conducted to a standard equivalent to that required under the European regulatory regime

- 12.5. GARDP will ensure that activities within this Grant adhere with The Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization to the Convention on Biological Diversity.

13. ON-GOING AUDIT AND ASSURANCE

- 13.1. GARDP agrees that DHSC shall be entitled to audit the delivery and performance of the Funded Activities and/or request access to, or a report from, GARDP's auditors on its audited accounts. Any such reports must be capable of being relied upon by DHSC, either by having DHSC as an express addressee, or by express statements of the fact therein. DHSC shall also be entitled to full access to GARDP's records on an open-book basis during the Funding Period or such other period as DHSC may require.
- 13.2. GARDP will by no later than 30 June 2021 provide DHSC with written assurance that DHSC funds have been used for the intended purposes. GARDP will also provide a copy of GARDP's Audited Financial Statements relevant to the Funding Period by 31 July 2021 and 31 July 2022 respectively.
- 13.3. Receipt of the appropriate audit documentation above will generally be accepted as suitable audit discharge. However, DHSC or its agents do reserve the ability to request additional audits and information from GARDP during the course of the project. The reason for any request will be justified by DHSC, and GARDP will give due consideration to each such request and, within 30 days, provide DHSC with a response, in line with their information disclosure policies. The costs of providing such information will be agreed, up front between the Parties.

14. ACCOUNTABILITY AND INDEMNITY

- 14.1. DHSC will not be responsible for the activities of any person, organisation or company engaged by GARDP or its agencies as a result of this Agreement, nor will DHSC be responsible for any costs incurred by GARDP or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.
- 14.2. Although accountable to DHSC for the appropriate use of funding and delivery of project objectives, GARDP will retain ultimate responsibility for the use of funding and will as such be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients.
- 14.3. DHSC accepts no liability for any consequences, whether direct or indirect, that may come about from GARDP running the Funded Activities, the use of the Grant or from withdrawal of the Grant. GARDP shall indemnify and hold harmless DHSC, its employees, agents, officers or sub-contractors with respect to all Losses arising from or incurred by reason of the actions and/or omissions of GARDP in relation to the Funded Activities, the non-fulfilment of obligations of GARDP under this Agreement or its obligations to third parties.
- 14.4. Subject to clause 14.3, DHSC's liability under this Agreement is limited to the amount of the Grant.

15. ODA

- 15.1. GARDP acknowledges that it is DHSC's intention that all monies paid to GARDP will be properly categorised as ODA by the OECD.
- 15.2. GARDP shall undertake reasonable endeavours to ensure that all monies paid to GARDP can properly be categorised as ODA by the OECD.

- 15.3. GARDP shall notify DHSC of any concern it has that monies paid to GARDP cannot or may not be properly categorised as ODA by the OECD as soon as reasonably practical.
- 15.4. If, as a consequence of breach or negligent performance or non-performance of this partnership, monies provided to GARDP are not classified as ODA by OECD, GARDP shall repay to DHSC a sum equal to the amount which the OECD determines is not ODA.

16. ODA TRANSPARENCY

- 16.1. GARDP acknowledges that DHSC support the requirements of the International Aid Transparency Initiative Standard (IATI Standard) and shall work towards applying transparency standards in line with the UK aid Transparency Guarantee and the International Aid Transparency Initiative, to the funds received from DHSC.
- 16.2. GARDP will publish to the IATI Standard on all its Authority funding within six months of signature of this Agreement. DHSC expects GARDP to publish to the IATI Standard on all its non-Authority funding and for its Downstream Partners to publish to the IATI Standard on their funding. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see: <http://www.aidtransparency.net/>
- 16.3. GARDP shall 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 shall 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 projects, programmes and activities under this Agreement.

17. FRAUD AND CORRUPTION

- 17.1. Each Party 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 projects, programmes and activities, including any Financial Impropriety.
- 17.2. The Parties have a zero-tolerance approach towards Financial Impropriety that may lead to the misuse of funds and agree in principle to recover such funds. GARDP will take timely and appropriate action to investigate credible allegations of fraud, immediately inform DHSC of the steps being taken to investigate the suspicion, and keep DHSC informed about the progress of the investigation. Each Party will fully co-operate with investigations into such events, whether led by GARDP, or DHSC.
- 17.3. Allegations of fraud or corruption (including Financial Impropriety) identified by a Party relating directly or indirectly to this Agreement or which may otherwise be reasonably likely to damage the reputation of the other Party should be reported to the other Party without delay (by way of notification to DHSC Anti-Fraud Unit at fraudenquiries@dhsc.gov.uk or GARDP at compliance@gardp.org as relevant.
- 17.4. GARDP:
 - a. shall not, and shall procure that its staff, agents, consultants and sub-contractors shall not, in connection with this Agreement, commit a Prohibited Act;
 - b. shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct has been carried out in the UK;

- c. shall have and shall maintain throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clauses 17.4a and 17.4b;
 - d. shall promptly report to DHSC any request or demand for any undue financial or other advantage of any kind received by GARDP in connection with the Funded Activities;
 - e. shall immediately notify DHSC in writing if a foreign public official becomes an officer or employee of GARDP or acquires a direct or indirect interest in GARDP, and GARDP warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement;
 - f. shall, if requested, provide DHSC with any reasonable assistance, at DHSC's reasonable cost, to enable DHSC to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
- 17.5. For the purpose of clause 17 the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purpose of clause 17 a person associated with GARDP includes any agent, delegate or subcontractor of the Agent.
- 17.6. In the event of any credible indications that UK funds may have been subject to fraud or financial impropriety, the Parties, 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 a Party, or any of its duly-authorized representatives.
- 17.7. Where information is requested by DHSC as part of an investigation into fraud or financial impropriety GARDP cannot request any remuneration or benefits for any labour associated with fulfilling that request unless agreed in writing between the Parties.
- 17.8. The Parties reserve the ability to recover funds that have been subject to proven fraud and will work together to do so. Where Financial Impropriety is alleged and there is a reasonable suspicion that Financial Impropriety has taken place, 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, and to seek civil or criminal sanctions where appropriate.
- 17.9. Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both Parties are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of the Parties to seek to ensure that none of their funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. In accordance with this policy, GARDP undertakes to use best efforts to ensure that none of DHSC's funds provided under this arrangement are used to provide support to individuals or entities associated with terrorism.

18. CONFIDENTIALITY AND FOIA

- 18.1. In respect of any Confidential Information it may receive directly or indirectly from the other Party, each Party agrees to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party unless:

- a. It is reasonably required to be disclosed under equivalent obligations of confidence to those set out in this Agreement, to a Party's professional advisers or to a third party for the purpose of the peer review process and in the proper performance of this Agreement; or
 - b. It is required to be disclosed by law, by any governmental or other regulatory authority, any court or any other authority or competent jurisdiction and only to the extent of the required disclosure, providing that, where legally permitted the Disclosing Party shall notify the other Party of the information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as is reasonably possible before such disclosure must be made and shall take all reasonable action to avoid and limit such disclosure; or
 - c. It is consented to in writing from the other Party; or
 - d. It is or becomes generally available to the public other than as a direct or indirect result of disclosure by the Parties; or
 - e. It is or was made available or becomes available to a Party other than under this Agreement and free of any restrictions as to its use or disclosure; or
 - f. It is independently developed by either Party without access to or use of the Confidential Information received from the other Party.
- 18.2. For the avoidance of doubt, the obligations set out in clause 18.1 shall not prevent GARDP from meeting reporting arrangements as set out in clause 9 'Reporting Requirements' and Annex 3.1 of this Agreement provided that DHSC observe the confidentiality requirements set out in this Agreement.
- 18.3. The Parties may disclose the Confidential Information to employees, officers, contractors, consultants and advisers who are directly involved in this Agreement and who need to know the information, and the Party disclosing the Confidential Information shall ensure that such third parties are bound by confidentiality obligations at least as strict as those set out in this Agreement.
- 18.4. The Parties shall not (and shall ensure that any employees, officers, contractors, consultants and advisers who have access to Confidential Information shall not) use any of the Confidential Information received, for any purpose other than for the purposes of this Agreement.
- 18.5. DHSC may disclose GARDP's Confidential Information solely to the extent legally required and strictly necessary:
- a. to any Central Government Body on the basis that the information may only be further disclosed to Central Government Bodies;
 - b. to the British Parliament and any committees of the British Parliament or if required by any British Parliamentary reporting requirement; and
 - c. to the extent that DHSC (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.

In each case provided that such information is appropriately marked as Confidential Information and, subject to clause 18.6 and the Parties' obligations under the FOIA, not put in the public domain or distributed further. GARDP acknowledges that DHSC is subject to the requirements of the FOIA. Where a Party receives a Request for Information under the FOIA in connection with this Agreement or its subject matter, it shall, as soon as reasonably

possible, inform the other Party. GARDP agrees to reasonably assist and co-operate with DHSC to enable it to comply with its disclosure obligations under the FOIA.

- 18.6. GARDP agrees and accepts that any data it provides pursuant to an application for funding may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

19. FREEDOM OF INFORMATION, DATA PROTECTION AND HUMAN RIGHTS

- 19.1. GARDP must observe its obligations under Information Acts and HRA as applicable, and under the common law duty of confidentiality and shall comply with all applicable laws (and shall notify DHSC immediately of any significant departure from such laws).
- 19.2. GARDP hereby acknowledges that DHSC is subject to requirements under the Information Acts. Where requested by DHSC, GARDP will provide reasonable assistance and cooperation to DHSC to assist DHSC's compliance with its information disclosure obligations.
- 19.3. On request from DHSC, GARDP will provide DHSC with all such relevant documents and information relating to GARDP's data protection policies and procedures as DHSC may reasonably require.
- 19.4. GARDP acknowledges that DHSC, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning GARDP and this Agreement without consulting with GARDP.
- 19.5. DHSC will take reasonable steps to notify GARDP of a request for information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) DHSC will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 19.6. GARDP agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities.
- 19.7. GARDP agrees that DHSC, its employees and contractors may use Personal Data which GARDP provides about its staff, partners and participants involved in the Funded Activities, to administer and evaluate the Funded Activities, and to exercise DHSC's rights under this Agreement.
- 19.8. GARDP agrees that DHSC may share details of the Grant, the name of GARDP's organisation and any personal data obtained from it with the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.
- 19.9. GARDP will notify DHSC of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its staff or officers or volunteers.
- 19.10. The Parties will comply at all times with its respective obligations under the Data Protection Legislation and other applicable laws from time to time in force relating to the processing of personal data and privacy.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. GARDP grants to, or must obtain for DHSC, a perpetual, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt,

modify, distribute and communicate all the reports produced by GARDP in relation to the Funded Activities set out in Annex 4 (the GARDP Reports) for any DHSC purpose. To the extent the GARDP Reports contain any Confidential Information, DHSC shall consult with GARDP before exercising any of its rights under this license.

21. PUBLICITY, COMMUNICATIONS AND BRANDING

- 21.1. The Parties will not make any announcement or other disclosure concerning the contents of this Agreement 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. Where a formal public statement, press release or other publicity in relation to the initiative is required, the Parties shall work together to ensure that the publicity statements are coordinated.
- 21.2. Neither Party shall use the name, logo, trademarks or other brand collateral of the other Party without the owning Party's prior written consent (provided that consent may be by way of the development of a written agreed communications plan by the Parties). DHSC's contribution shall be acknowledged as 'Global AMR Innovation Fund – part of UK Department of Health and Social Care' listed as a funder for the 2020/21 financial year. In select circumstances, when notified in writing by DHSC, contribution shall be acknowledged as 'UK government' or 'funded by UK aid'. GARDP will use both the UK Aid logo (where appropriate and when agreed in writing by DHSC) and the GAMRIF logo in all communications in writing with the public or third parties about the Funded Activities, unless otherwise agreed in writing by the Parties. Both Parties will use best efforts to work together to communicate the Funded Activities in accordance with the DHSC communications policy.

22. ENVIRONMENTAL REQUIREMENTS

- 22.1. GARDP shall perform the Funded Activities in a way so as to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 22.2. GARDP shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 22.3. GARDP shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case DHSC shall be notified in advance of their use. GARDP shall endeavour to reduce the fuel emission of its staff and its activities wherever possible.

23. CONTACT POINTS

- 23.1. Both Parties agree to nominate a representative to liaise with the other Party and be the primary point of contact in all matters concerning the operation of the Agreement. The names and contact details of the representatives are given in Annex 1 (Parties' Contact Points and Representatives).

24. AMENDMENT OR VARIATION OF THE AGREEMENT

- 24.1. In the event that DHSC agrees to support GARDP in the delivery of additional projects, programmes and activities, this Agreement can be amended to reflect either the particular or the general changes necessary to accommodate this.
- 24.2. Should the Parties agree that work to be completed over and above the Funded Activities, DHSC and GARDP will negotiate in good faith to ensure GARDP is fairly compensated for any agreed additional work undertaken.
- 24.3. Amendments or variations to the Agreement may include, but are not limited to clause 6 'Contributions', clause 7 'What Each Party Will Do' and clause 32 'Additional Provisions', as well as the existing Annexes or inclusion of additional Annex(es).
- 24.4. Any amendments to the provisions contained within this Agreement will be set out in writing and approved by the authorised personnel of the Parties through GARDP's standard amendment letter or, where significant, a revised Agreement.

25. DISPUTE RESOLUTION

- 25.1. If the Parties' Representatives are (after having made reasonable attempts to do so) unable to agree a matter arising under the terms and clauses of this Agreement (a "Dispute"), the Parties shall refer the Dispute in writing to more senior representatives within their organisations who shall meet in good faith and in equal numbers in order to attempt to resolve the Dispute. Such meeting(s) shall be minuted and shall be chaired by GARDP (but the chairperson shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairperson.

26. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 26.1. The Partner will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Agreement by both its employees and any Downstream Partner.
- 26.2. The Parties have a zero-tolerance approach towards sexual exploitation, abuse and harassment. The Partner will immediately report to DHSC any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Agreement. 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.
- 26.3. The Partner should also report any credible suspicions of, or actual incidents that are not directly related to this 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.
- 26.4. Both Parties will fully co-operate with investigations into such events, whether led by DHSC or any of its duly-authorized representatives or agents, or the Partner.
- 26.5. Any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Agreement should immediately be reported to DHSC at ODAsafeguardingconcerns@dhsc.gov.uk.

27. PROCUREMENT LAW, STATE AID AND VALUE FOR MONEY

- 27.1. GARDP shall adopt such policies and procedures that are required in order to ensure that value for money has been obtained in any procurement of goods or services funded by the Grant.
- 27.2. Where GARDP is a “contracting authority” within the meaning of the EU Procurement Directives, GARDP warrants that it will comply, as necessary, with the requirements set out in Annex 2.
- 27.3. Where GARDP reasonably considers that there is an objective justification for not complying with Annex 2 and seeks to rely on such a justification, it will seek prior written approval from DHSC, setting out the reasons for non-compliance in a structured business case.
- 27.4. GARDP will take all reasonable steps to ensure that where any awards are made from the Funded Activities those awards are compatible with State Aid law including requesting such documentation from the award recipients as is necessary to ensure compliance with State Aid law.

28. NO PARTNERSHIP OR AGENCY

- 28.1. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Parties.
- 28.2. No Party shall be deemed to be an agent of the other Party and no Party shall hold itself out as having authority or power to bind any other Party in any way.
- 28.3. Neither Party shall have any liability to the other Party for any redundancy costs arising either from performance of the Funded Activities or by the termination of the Agreement, whether by the passage of time or any earlier termination.

29. JOINT AND SEVERAL LIABILITY

- 29.1. Where GARDP is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of GARDP shall be jointly and severally liable for GARDP's obligations and liabilities arising under this Agreement.

30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 30.1. This Agreement does not and is not intended to create contractual relations between the Parties.
- 30.2. This Agreement does not and is not intended to confer any contractual benefit on any other person not Party to it pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

31. TERMINATION

- 31.1. If DHSC becomes concerned that the provisions of this Agreement have not been fulfilled by GARDP, (including, without limitation, the requirements of clause 12 and clause 13), or if any activities occur which in DHSC's reasonable opinion will significantly impair the

development value of the project, DHSC will discuss with GARDP and form an assessment. DHSC may then take any of the following actions:

- a. Signal a possible future response
- b. Delay or reduce the applicable funding
- c. Stop funding under the termination provisions set out within this arrangement

31.2. Both Parties will at first negotiate in an attempt to resolve any issues that might arise throughout the project. However, this Agreement can be terminated, at any time, by three months' written notice by either Party to the other Party or with immediate effect in the case of credible fraud or serious misconduct. All remaining funds other than those spent or irrevocably committed in good faith before the date of termination, in line with project objectives and approved between the two Parties as being required to finalise activities, will be returned to the DHSC.

31.3. Additionally, any Unspent Monies remaining at the scheduled end of the Funding Period, must be returned to DHSC unless specifically decided between both Parties, in writing.

31.4. No amendment or variation to this Agreement will be effective unless it is in writing, agreed and signed by appropriate Representatives on behalf of each of the Parties.

32. ADDITIONAL PROVISIONS

32.1. GARDP supports the principle of data-sharing to strengthen the publication and usage of AMR data in line with the objectives of the Global Antimicrobial Resistance Surveillance System (GLASS). Notwithstanding the foregoing, GARDP shall not be required to support or facilitate data-sharing to the extent that this would conflict with any licensing rights or other arrangements that it may agree with any compound owner.

33. LAW AND JURISDICTION

33.1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

33.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

33.3. The Parties confirm that, as far as they are reasonably aware, they have no pre-existing arrangements which might conflict with this Agreement.

33.4. In the event of translation, the English text of this Agreement will prevail.

Signed for and on behalf of the Secretary of State for Health and Social Care

DocuSigned by:

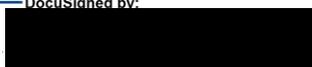
F3EC30F0C1AC467...

Name: Nick Adkin

Position: Deputy Director, Global Health Security Team

19-Mar-2021 | 7:02 PM GMT

Signed for and on behalf of GARDP

DocuSigned by:

842469024779400...

Name: Manica Balasegaram

Position: Executive Director

20-Mar-2021 | 8:31 AM GMT

ANNEX 1: PARTIES' CONTACT POINTS AND REPRESENTATIVES**For DHSC:**

Name	Louise Norton-Smith
Position	Head of Global Antimicrobial Resistance Strategy Global Health Security Team, International Directorate
Office Address	Department of Health and Social Care 39 Victoria Street London SW1H 0EU
Telephone number	██████████
E mail address	████████████████████

For GARDP:

Name	Jennifer Katz
Position	Director of External Affairs, GARDP
Office Address	15 Chemin Louis-Dunant
Telephone number	██████████
E mail address	██████████

ANNEX 2: PROCEDURES AND PRACTICES FOR UNITED KINGDOM SUPPORT

Introduction

This document sets out the procedures and practices applicable to support provided by the United Kingdom, including payment, procurement and audit arrangements.

Disbursement of the Funding

In line with UK financial rules and regulations, disbursements, in advance of operational need should only be made when they have been properly justified. This justification will need to be set out in writing as part of this arrangement. All payments will be made on submission of an appropriate claim from GARDP.

All claims should be accompanied by any relevant supporting documents and should include the necessary information to allow DHSC to make payments to the bank details provided. The **Request for Payment template in Annex 3** sets out the recommended format for this information which must include the following information:

Title of Project/Programme/Activity

Project location/official address

Amount of claim

Details of expenditure and forecast expenditure

Bank account details (*To corroborate with the Bank details provided on DHSC's Supplier Portal*)

Details of audit discharge being applied to the project (*See audit discharge options below*)

All claims must also include the following certification statements:

"I certify that this claim is correct and that the sum requested is properly due on the basis of the information provided, project objectives and on the work carried out or future work plans. I have DHSC to sign this on behalf of..."

All outstanding claims must be submitted within six months of the project end date.

DHSC's funding amount is agreed as per the Great British Pound (GBP) value, as at the date of agreement. DHSC's preferred currency for disbursements is in GBP, however where it is more efficient to pay in foreign currency, DHSC is prepared to do so. The funding amount will however still be that agreed in GBP and any exchange rate fluctuations will be treated in a similar manner to other project budget changes.

Audit discharge of aid funds

In line with UK financial management requirements DHSC must obtain independent audit assurance that funds have been used appropriately. Audit arrangement should be tailored to programmes to ensure that it provides effective assurance but is also efficient.

Although audit assurance is often provided through independently audited project specific statements, projects are not restricted to this and may obtain assurance through, for example, an independent internal audit function integrated to the programme or independent audit assurance of payment requests. Project audit arrangements must be recorded within the audit section of this arrangement.

Procurement of Goods and Services by GARDP

Procurement of goods and services may be carried out by GARDP throughout this funding. GARDP will manage such procurement in accordance with its own regulations, rules, policies, procedures and directives. All procurement should take regard of international best practice, applicable regulations and be designed to achieve maximum value for money. In sub-contracting activity within the thresholds set out in the GARDP procurement policy, GARDP should operate through an open and transparent competitive process by default.

Records of all procurement activity must be kept by GARDP and made available to DHSC, upon request. DHSC reserves the ability to assess the procurement capacity and capability of GARDP at any time.

ANNEX 3: PARTNER PAYMENT REQUEST FORM

To:	International Directorate
Attention:	Accounts Payable

Title and Details of Funding

Organisation

Title of Grant / Project name

Project Location

Details of Expenditure

DHSC Component Code / Purchase

Order No.

Date of Claim

Period of Funding Request

[dd/mm/yyyy]*to***[dd/mm/yyyy]****Payment Request Amount****Bank Details**

Bank Name:	
Bank Postal Address:	
Name of Account:	
Bank Account Number:	
Sort Code:	
Currency of Bank Account:	
IBAN number: [required for bank accounts within Europe]	
SWIFT number:	
ABA or BIC Number: [BIC required for bank accounts within Europe]	
Intermediary bank details:	
Bank Email Address:	

Audit Discharge

Specify details of audit discharge through annual audited statements / continuous audit / agency audit

Certification

I certify that this claim is correct and that the sum requested is properly due on the basis of the information provided, project objectives and on the work carried out or future work plans. I have DHSC to sign this on behalf of the **{Partner}**

Furthermore, I certify to the best of my knowledge and belief that the expenditure declared has not been used for any ineligible purposes, as set out in Annex 6.

Authorised Signatory

Date

Name:

Position:

Address/Contact Details:

ANNEX 3.1: REQUIRED FINANCIAL AND PROGRAMME REPORTING

Reporting period	Due date	Grant amount expended during reporting period	Financial reporting requirements	Narrative reporting requirements
1 April 2020 – 31 March 2021	30 April 2021	£1,000,000	n/a	LogFrame
1 April 2020 – 31 March 2021	30 June 2021 <i>(90 days after end of Funding Period)</i>	£1,000,000	Statement confirming full and appropriate expenditure for April 2020 to March 2021	GARDP Narrative Report 2020-2021
1 April 2020 – 31 March 2021	31 July 2021	£1,000,000	Audited Financial Statements for 2020	
1 April 2020 – 31 March 2021	31 July 2022	£1,000,000	Audited Financial Statements for 2021	

ANNEX 4: THE FUNDED ACTIVITIES

Please refer to GARDP's 2020-25 Strategic Plan¹ (annexed) and the SECURE Strategic Plan (annexed) as well as the SECURE Concept Note (annexed) for which this grant is supporting GARDP's work during Phase 1.

Detailed activity list for the GARDP scope of work funded under this Agreement

Part of the STI and Children's Antibiotics Programmes are currently funded by DHSC. GARDP's financial system ensures that no expense can be double funded. As this grant constitutes 4.6% of GARDP's funding during this period, the accompanying budget has allocated this percentage across all budget items, in order to notionally represent core funding. Financial accounting allocation of this funding will be executed at GARDP's discretion and will ensure that no funding is allocated to activities already funded by DHSC.

Global GARDP Budget April 2020 – March 2021**By Expense Category**

	GBP	
	FY 2020/21	DHSC contribution (4.6%)
Personnel		
Operational R&D		
Travel & meetings		
Communications & publications		
R&D Administration & logistics		
Indirect costs		
Total	£21,836,497	£1,000,000

Invoicing details

Invoices for the above funded activities should be submitted to the International Directorate, attention to Accounts Payable, both of which reside at the following address:

Department of Health and Social Care
39 Victoria Street
LONDON
SW1H 0EU

¹ Global Antibiotic Research & Development Partnership (GARDP). (2019). *GARDP Strategy 2020-2025: Uniting against antibiotic resistance*. 18 March 2021. Retrieved from https://gardp.org/uploads/2019/12/GARDP_Strategy_5by25.pdf.

ANNEX 5: AGREED OUTPUTS/LONG TERM OUTCOMES AND KEY PERFORMANCE INDICATORS

Given the nature of this funding, output for DHSC Funded Activities will be outlined in the Project Performance Framework/LogFrame to be submitted to DHSC by April 30, 2021. The LogFrame sets out the project outcomes, outputs and deliverables with associated indicators, means of verification and milestones for the one year of the project. DHSC will monitor GARDP for progress towards outcomes but will, through regular monitoring and reporting, hold GARDP accountable for outputs/deliverables.

Key outputs/deliverables during the funded period are:

WP1. Serious bacterial infections

- Initiate study design and Product Development Plan activities with Venatorx Pharmaceuticals.
- Initiate a country and sites feasibility assessment.
- Initiate the set-up activities of the juvenile toxicity studies (paediatric development project).

WP2. Children's antibiotics

- Complete analyses of NeoObs including microbiology, point prevalence surveys and infection prevention control (IPC) questionnaire and facilitate data sharing activities with sites, WHO GLASS and facilitate any local analyses.
- Select treatment regimen based on developed decision criteria and utilize the data obtained from NeoObs and non-clinical studies to inform and define the design of the empiric treatment trial for neonatal sepsis.
- Advance the evaluation of polymyxin B as a treatment for carbapenem-resistant infections in children and babies by progressing the design and set-up activities of the single dose paediatric pharmacokinetic (PK) and safety study, including discussions on polymyxin B access strategy.

WP3. Sexually transmitted infections

- Progress the zoliflodacin phase III study globally and validate the study design and protocol of the Bioequivalence/Drug-Drug interaction study.
- Proceed with key new drug application (NDA)-enabling activities (chemistry manufacturing and controls - CMC and Non-Clinical - Toxicology) to support filing with the US FDA in 2024.
- Continue to elaborate regulatory and access pathways to prepare for product launch in GARDP's key territories.

WP4. Advancing antibiotic R&D

Discovery and exploratory research

- Continue hit identification activities initiated in 2019.
- Consolidate review of its discovery strategy and decide whether to screen additional libraries. Continue implementation of the hit expansion/hit-to-lead projects following up on hits found in GARDP screens.
- Develop GARDP models and collaborations/consortia for hit-to-lead activities and plan for lead optimisation activities.
- Follow up and expand on the mapping (horizon scanning) of early discovery & exploratory research projects on Gram-negative bacteria on the WHO priority pathogen list.

External Scientific Affairs and REVIVE

- Grow and diversify external scientific engagement via open access/freely available publications in international peer reviewed journals, organization of conferences, bootcamps and symposia.
- Consolidate, improve and extend ESA&R's established activities (webinars and Antimicrobial Viewpoint articles).
- Develop new elements of ESA&R (Antimicrobial Encyclopaedia, 'AMR Discussions' webinar series, Antimicrobial Development Roadmap).
- Grow and diversify the REVIVE expert network and ESA&R audience.

WP5. Sustainable access (incl. SECURE Initiative)

- Develop the SECURE Initiative concept.
- Define the modalities of the GARDP, WHO, UNICEF and CHAI partnership.

- Identify innovative financing mechanisms for SECURE and assess the feasibility of identified mechanisms.
- Prepare a joint paper on SECURE objectives, partnership model and financing tools.

ANNEX 6: ELIGIBLE EXPENDITURE

All Eligible Expenditure must be claimed net of recoverable VAT.

The following costs/payments will be classified as Eligible Expenditure under this Agreement if made for the purposes of the Funded Activities set out under Annex 4:

- i. Fees charged or to be charged to GARDP by the external auditors/accountants for reporting/certifying that the funding paid was applied for its intended purposes.
- ii. giving evidence to Select Committees;
- iii. attending meetings with Ministers or officials to discuss the progress of a taxpayer-funded programme, project or activity;
- iv. responding to public consultations, where the topic is relevant to the objectives of the funding agreement. This does not include spending government funding on lobbying other people to respond to the consultation;
- v. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of this Agreement.

A payment is defined as taking place at the moment when money passes out of GARDP's control. This may take place when:

- i. Legal tender is passed to a supplier (or, for wages, to an employee);
- ii. A letter is posted to a supplier or employee containing a cheque; or
- iii. An electronic instruction is sent to a bank/building society to make a payment to a supplier or employee by direct credit or bank transfer.

GARDP must not deliberately incur liabilities for Eligible Expenditure in advance of need; nor pay for Eligible Expenditure sooner than the due date for payment.

INELIGIBLE EXPENDITURE

The following costs must be excluded from Eligible Expenditure. The list below does not override activities, which are deemed eligible in this Agreement:

- i. Any costs that cannot be categorised as ODA as defined by the OECD from time to time (<http://www.oecd.org/dac/stats/34086975.pdf>);
- ii. Paid for lobbying, which means using funds to fund lobbying (via an external firm 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 which are unrelated to the agreed purpose of the funding as set out in Annex 4;
- iii. using funds received pursuant to this Agreement to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant;
- iv. using funding to petition for additional funding;
- v. input VAT reclaimable by GARDP from Her Majesty's Revenue and Custom (HMRC); and
- vi. payments for activities of a political or exclusively religious nature.
- vii. Goods or services that GARDP has a statutory duty to provide;
- viii. Payments reimbursed or to be reimbursed by other public or private sector funding
- ix. Contributions in kind (i.e. a contribution in goods or services, as opposed to money);
- x. Interest payments (including service charge payments for finance leases);
- xi. Entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
- xii. Statutory fines, criminal fines or penalties.