

# **Memorandum of Understanding (MoU)**

**Between**

**The Department of Health**

**and**

**Public Health England**

## **Delivering the Official Development Assistance Project supporting International Health Regulations Strengthening in Low and Middle Income Countries (ODA IHR)**

### **Document Version Control:**

<b>Version Number</b>	<b>Date</b>	<b>Author</b>	<b>Details</b>
1.0	12-9-2017		Initial Draft for desk-level circulation in DH/PHE
1.3	02/10/2017		Tracked changes and inserted IHR specific year 1 plan
1.4	11/10/2017		Adjustments catering for operational management review of earlier drafts. Discussion with DH required for the agreement to develop further
1.5	25/10/2017		DH comments incorporated
1.6	22/11/2017		Revisions for Finance and operational responses to DH comments
1.7	28/11/2017		GLD (CLGp-C) comments
1.8	30/11/2017		Response to GLD (CLGp-C) comments
2.0	30/11/2017		Final Version for signature review
3.0	28/12/2017		Clean Final Version

**This Memorandum of Understanding (MoU) is dated 25 January 2018**

**BETWEEN**

**(1) THE SECRETARY OF STATE FOR HEALTH (acting as part of the Crown) of 79 Whitehall, London SW1A 2NS (the "Department of Health" or "DH");**

**and**

**(2) THE SECRETARY OF STATE FOR HEALTH acting through its executive agency Public Health England of Wellington House, 133-155 Waterloo Road, London SE1 8UG ("PHE")**

**Delivering the Official Development Assistance Project supporting International Health Regulations strengthening in Low and Middle Countries (ODA IHR) (the "Project")**

1. The Department of Health (DH) will make available to Public Health England (PHE) a sum not exceeding £16 million over the Spending Review period 2016/17 to 2020/21 to deliver the above Project.
2. The Project has the primary purpose of providing tailored technical support for selected Official Development Assistance (ODA)-eligible<sup>1</sup> countries and regions to improve compliance with International Health Regulations (IHR), working closely with WHO. The UK considers the IHR to be 'the primary international instrument' to help protect countries against the international public health risks and public health emergencies.
3. Arrangements for the Project and the purpose for which the funds will be used are set out in this MoU and its Annexes, including the attached Outline Business Case (ANNEX A). This MoU will be subject to review and possible revision on an annual basis.
4. Annual funding allocation for the Project will be subject to agreement by DH of annual work plans, developed by PHE and partner organisations (e.g. national public health institutes and WHO).
5. The Project will commence on 1 October 2016 and will end on 31 March 2021.

**FIVE YEAR STRATEGY**

6. PHE will provide annual work plans for DH to agree each year. The work plans will cover the points set out in ANNEX B. DH will seek to confirm approval of work plans with PHE within 30 days of receipt or such later date as DH may agree.

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<sup>1</sup> As defined by the Organisation for Economic Co-operation and Development (OECD).

## **INTERIM ARRANGEMENTS**

7. In advance of agreement of annual work plans, the Project will operate under the arrangements of the Design Phase that had been agreed by DH and is attached at **ANNEX C**.
8. Design Phase arrangements cover the period 1 November 2016 to 31 October 2017 and may be extended [by written agreement of DH] until superseded by the first annual work plan on the date that the first annual work plan is approved by DH.

## **PARTNERSHIP ARRANGEMENTS**

9. PHE and project partners (the Participants) shall submit to DH Memoranda of Understanding, setting out project partnerships for each country of activity.
10. Each MOU will be finalised to the reasonable satisfaction of DH not later than 30 days after its submission to DH.

## **FINANCE AND PAYMENT SCHEDULE**

11. As detailed in paragraph 13 below, DH will make successive Grant in Aid transfers to PHE not exceeding £16 million of Resource Departmental Expenditure Limit (RDEL) in aggregate over the Spending Review period 2016/17 to 2020/21 for delivery of PHE activity in line with the HM Treasury-approved Outline Business Case (Annex A) and as further refined under the annual work plans.
12. The Project budget and payment schedule (at **ANNEX D**) will be reviewed, confirmed and set on an annual basis (as detailed in paragraph 14) by DH (each financial year), following agreement of annual work plans.
13. DH will release project funds incrementally to PHE for expenditure incurred on the Project through a quarterly Grant in Aid payment, upon receipt of expenditure statements from PHE. PHE will administer the funding on behalf of DH in accordance with PHE's financial regulations, procedures and practices.

## **REPORTING REQUIREMENTS**

14. PHE will submit an annual work plan to DH by 31 December of each year of the Project, covering the period of the subsequent financial year (i.e. by 31 December 2017 for the period April 2018 to March 2019), that complies with **ANNEX B**. The annual work plan will also include a report of delivery against the objectives and milestones set out in the action plan of the previous year.
15. PHE will provide DH with quarterly progress and financial reports that include progress against the milestones defined in the agreed business case and annual work plans. Financial reports must set out clearly actual expenditure against the approved Project budget lines (broken down by country/territory and work package, as appropriate) and forecast expenditure for the remainder of the Project.

16. DH is required to spend 85% of the DH Official Development Assistance (ODA) budget by the end of each calendar year in order to meet the government's target to spend 0.7% of Gross National Income (GNI) on ODA each calendar year. PHE will endeavour to provide DH with accurate forecasts of ODA spend and to deliver the activity agreed under the annual work plans in line with the payment schedule at ANNEX D. PHE will provide DH with sufficient information to populate provisional and final Organisation for Economic Co-operation and Development (OECD) ODA returns.

#### **ACCOUNTABILITY AND INDEMNITY**

17. The Medical Director of PHE will be accountable to the SRO of the DH Global Health Security Programme (the Director of Emergency Preparedness and Health Protection Policy), through the DH Global Health Security Programme Board, for all Project spend and activity. For the avoidance of doubt, HM Treasury has confirmed that the DH Permanent Secretary is the accountable officer for the ODA funding of this Project.
18. Notwithstanding his Project accountability to the DH Global Health Security Board, the Medical Director of PHE remains accountable at all times to PHE's Chief Executive. As such Project activity must be reported to and reviewed by the PHE Management Committee routinely, and the Chief Executive kept promptly informed of any significant variations to plans arising from political, economic, legal or ethical considerations.
19. DH will not be responsible for the activities of any person, organisation or company engaged by PHE or its agencies as a result of this MoU.

#### **ODA**

20. PHE acknowledges that it is DH's intention that all monies paid to PHE pursuant to this MOU will be properly categorised as ODA by the OECD.
21. PHE shall use reasonable endeavours to ensure that all monies paid to PHE pursuant to this MOU and administered by PHE for delivery of the Project can be properly categorised as ODA by the OECD.
22. PHE shall notify DH as soon as reasonably practicable of any concern it has that monies paid to PHE cannot or may not be properly categorised as ODA by the OECD.
23. If, as a consequence of PHE's breach or negligent performance or non-performance of this MoU, monies provided to PHE are not classified as ODA by the OECD, PHE shall repay to DH a sum equal to the amount which the OECD determines is not ODA.

#### **ODA TRANSPARENCY**

24. PHE acknowledges that HMG supports the requirements of the International Aid Transparency Initiative (IATI) Standard and, at DH's reasonable request, will provide all necessary assistance to enable DH to meet the IATI standard, which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publication of all data on all activities related to the delivery of



development co-operation and humanitarian aid. To this end, PHE will familiarise itself with the requirements of the IATI standard.

## **EVALUATION**

25. PHE shall provide all reasonable co-operation and assistance necessary to allow the Secretary of State for Health's obligations under the International Development (Official Development Assistance Target) Act 2015 and the International Development (Reporting and Transparency) Act 2006. Such reasonable co-operation and assistance shall include but not be limited to:

- a. the provision of all information requested by DH within the scope of the Project;
- b. reasonable access to any of PHE's premises, records, data and to any equipment used (whether exclusively or non-exclusively) in the performance of the Project; and
- c. access to PHE's personnel involved in the Project.

26. In accordance with paragraph 16, the annual work plans submitted by PHE will include an evaluation of delivery against the objectives and milestones set out in the action plan of the previous year.

27. At the end of the Project, PHE will provide a draft final report on activity undertaken as part of the IHR project within sixty (60) calendar days of the completion of the Project. The draft final report shall be in a form to be agreed with DH and shall include the data, methods, results and final conclusions together with a post-project evaluation focussing on the results achieved, efficiency, and effectiveness of implementation, management information and quality of administration.

## **GENERAL TERMINATION**

28. If DH becomes concerned that the provisions of this MoU have not been fulfilled by PHE, or if any activities occur which in DH's opinion will significantly impair the development value of the Project, DH will discuss with PHE and form an assessment. DH may then take any of the following actions:

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

29. Both Participants will at first negotiate in an attempt to resolve any issues that might arise throughout the Project. However, this MoU can be terminated, at any time, by three months' written notice by either Participant. All remaining funds other than those irrevocably committed in good faith before the date of termination, in line with Project objectives and approved between the two Participants as being required to finalise activities, will be returned to DH.

30. Additionally any unspent funds remaining at the scheduled end of a Project, must be returned to DH unless specifically decided between both Participants, in writing.

## **INTELLECTUAL PROPERTY RIGHTS**

31. All intellectual property rights in any materials including but not limited to techniques, information, know-how, and software used or supplied under this MoU (Background IP) shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived).
35. All intellectual property created in the course of the Project (Foreground IP) shall be vested in PHE to exploit for and on behalf of the Secretary of State for Health.

## **PUBLICATIONS, COMMUNICATIONS AND BRANDING**

36. PHE may, subject to paragraphs 41, 42 and 43 on confidentiality below, discuss the work undertaken as part of the Project in external seminars, tutorials and lectures.
37. PHE will promptly notify and secure agreement from DH in relation to any plans to publish material relating to the Project, including project data, results or matters arising from such data or results.
38. PHE must submit in writing to DH for review at least thirty (30) days before submission for publication or before presentation, as the case may be. DH shall within thirty (30) days of receipt provide in writing any reasonable objections it has to the proposed publication and PHE shall give due regard to any amendments required by DH and shall refrain from publication of any information in respect of the Project which in DH's reasonable opinion is damaging to its interests.
39. PHE will collaborate with DH to build support for development and raise awareness of the UK government's funding for development activity. Both will proactively look for ways to raise awareness of UK government funding for development. PHE will explicitly acknowledge UK government support (as advised by DH) in all communications with the public or third parties about this Project, unless otherwise agreed in advance,
40. PHE shall comply with guidance and advice from DH on DH branding and publicity which may be issued from time to time including, but not limited to, permitted use of the Department of Health brands, names and logos and ensuring all branding references to the Project are prefixed with the term "ODA International Health Regulations Project, funded by the UK Government" unless otherwise agreed with DH.

## **CONFIDENTIALITY**

41. The parties each undertake to use reasonable endeavours to keep confidential and not to disclose unless as set out in the paragraphs below to any third party or to use themselves other than for the purposes of the Project any confidential or secret information in any form directly or indirectly belonging or relating to the other, its or their business or affairs, disclosed by one and received by another pursuant to or in the course of the Project.

**42. DH may disclose PHE's Confidential Information:**

- (i) to any department, agency or office of the UK government for any proper purpose of DH or of the relevant department, agency or office;
- (ii) to the UK Parliament and any committees of the UK Parliament or if required by any Parliamentary reporting requirement;
- (iii) to the extent that DH (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (iv) on a confidential basis to a professional adviser, consultant, supplier or other person (including any benchmarking organisation) for any purpose relating to or connected with this MoU;
- (v) on a confidential basis for the purpose of the exercise of its rights under this MoU; or
- (vi) on a confidential basis to a proposed successor to DH in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this MoU.

**43. PHE shall use reasonable endeavours to disclose Confidential Information of DH only to those of its officers, employees, students, agents and contractors, to whom and to the extent to which, such disclosure is necessary for the purposes contemplated under this MoU.**

**44. The obligations contained in these paragraphs shall survive the expiry or termination of this MoU but shall not apply to any Confidential Information which:**

- a. is publicly known at the time of disclosure to the receiving party;
- b. after disclosure becomes publicly known otherwise than through a breach of this MoU by the receiving party, its officers, employees, agents or contractors;
- c. can be shown by reasonable proof by the receiving party to have reached its hands otherwise than by being communicated by the other party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other party or having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry;
- d. is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving party, provided that, where practicable, the disclosing party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance; or
- e. is approved for release, in writing, by an authorised representative of the disclosing party.

**45. If either party receives a request under the Freedom of Information Act 2000 to disclose any information that, under this MoU, is the other party's Confidential Information, it will**



notify that other party and will consult with that other party promptly before making any disclosure under that Act. The owner of the Confidential Information will respond to the party that has received the request within 10 days after having been notified of such a request. Notwithstanding this paragraph, where disclosure relates to information that is not Confidential Information, each party shall at its discretion determine if the disclosure of such information is necessary to comply with the Freedom of Information Act 2000.

#### **FRAUD AND CORRUPTION**

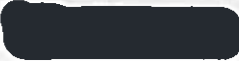
46. PHE will immediately notify DH of any event which interferes or threatens materially to interfere with the successful implementation of the project, whether financed in full or in part by DH, including credible suspicion of or actual fraud, corruption or any other financial irregularity or impropriety.
47. DH and PHE have a zero tolerance approach towards fraud and fraudulent behaviour that may lead to the misuse of funds and agree in principle to recover such funds. PHE will, at first, take timely and appropriate action to investigate credible allegations of fraud, however both participants will fully co-operate with investigations into such events, whether led by PHE or DH.

#### **GENERAL**

48. The parties are aware that Public Health England is an executive agency of the Department of Health. It is therefore the intention that this MoU shall operate as an instruction from the Secretary of State to Public Health England rather than as a legally enforceable contract.
49. This MOU may be modified by written agreement between the parties.

**Signed on behalf of DH:**




Name: 

Position: DIRECTOR

Date: 30 JANUARY 2018

**Signed on behalf of PHE:**



Name: 

Position: Medical Director

Date: 25 January 2018



## **ANNEX A**

### **Business Case – ODA IHR Strengthening Project**

**(Issued under separate cover)**

## ANNEX B

<b>Annual work plans</b>	
a) First annual work plan covering the financial year 2018/2019 that complies with guidance and advice from DH on content, as detailed in the agreed work plan and log-frame.	31 December 2017
b) An annual work plan for each of the following financial years.	Submitted for DH's approval on or before 31 December 2018, 2019 and 2020.

## ANNEX C

### IHR project – Year 1 Plan (1 November 2017 – 31 March 2018)

Objectives	Lead	Actions	Timescales (completion dates)
<b>Planning</b>			
<b>1. Submit IHR year 1 project plan to DH GHS Programme Board for review.</b>	<b>PHE IHR team</b>	<b>1a. Complete IHR follow up planning missions</b> <b>1b. PHE technical experts to submit recommendations</b> <b>1c. Quarterly budgets to be finalised accordingly</b> <b>1d. Integrate findings from second stage of independent institutional stakeholder analysis into planning process</b>	<b>End October</b>
<b>2. Agree project plans with country partners (EPHI, NCDC, MOHS)</b>	<b>PHE IHR team</b>	<b>2a. Complete and share reports and plans with country contacts</b> <b>2b. Set up teleconferences to discuss next steps</b> <b>2c. Agree MOUs w/DH and country partners</b> <b>2d. Agree plans with WHO AFRO / HQ / DFID TDDAP at Brazzaville meeting (November 2017)</b>	<b>End November/mid December</b>

<b>Recruitment and governance</b>			
<b>3. Agree JDs and identify/recruit country leads for Ethiopia/SL/Nigeria.</b>	<b>PHE IHR team</b>	<b>3a. Finalise JDs and agree with cross-PHE teams 3b. Identify and recruit post-holders</b>	<b>Mid-November</b>
<b>4. Confirm logistical arrangements in place for in-country posts (Nigeria, SL, Ethiopia)</b>	<b>PHE IHR team</b>	<b>4a. Request costings for HMG platform (design phase) 4b. Submit HMG platform requests 4c. Confirm arrangements and timescales 4d. Ensure OH and security arrangements have been completed (e.g. SAFE training)</b>	<b>Early December    Before January 2018</b>
<b>5. Confirm technical expertise backfill positions recruited</b>	<b>PHE directorate IHR leads</b>	<b>5a. Positions linked to project plan 5b. Post holders identified and recruited to</b>	
<b>6. Confirm project internal governance arrangements</b>	<b>IHR Project team (EO) / Directorates</b>	<b>6a. Draft ways of working agreement 6b. Hold governance workshop with stakeholders to agree ways of working</b>	
<b>Initiation</b>			
<b>7. Commence delivery of agreed project activities in</b>	<b>Workforce development</b>	<b>7a. Strengthening of Pakistan's IDSR workforce by mentoring I. Train the mentor by</b>	<b>I-II December 2017</b>



<b>Pakistan</b>		<p>PHE workforce development colleagues training FPH SIG members in mentoring</p> <p>II. Strengthen links between FPH SIG/PHE and Pakistani institutes that will carry out mentoring of IDSR workforce</p> <p>III. Sponsor and facilitate workforce development session at Health Services Academy conference in Dec 2017</p> <p>IV. Active mentoring of IDSR workforce by Pakistani public health institutes with FPH SIG Members advising</p> <p>V. Public health leadership guidance</p>	<p>III Dec 2017</p> <p>IV Jan – Sept 2017</p> <p>V. Ongoing</p>
<b>8. Commence delivery of activities in Sierra Leone</b>		<p>8a. Recruit MOHS laboratory manager and agree payment processes with King's College</p> <p>8b. EPRR?</p>	<b>Before January 20</b>
<b>9. Commence delivery of activities in Ethiopia</b>	<p>Chemicals team</p> <p>NIS</p>	<p>9a. Chemical Hazards: Orientation and Gap Analysis</p> <p>9b. Scoping activities/gap analysis for surveillance</p>	<p>November 2018</p> <p>November 2018</p>

		<b>EPRR</b>	<b>systems 9c. EPRR: Gap analysis and planning workshop</b>	<b>Q4 2017/18</b>
<b>10.</b>	<b>Commence delivery of activities in Nigeria</b>	<b>NIS - epi</b>	<b>10a. Conduct surveillance mapping and gap analysis 10b Develop a surveillance strategy/plan, linking lab diagnostics to routine surveillance</b>	<b>March 2018 March 2018</b>
		<b>EPRR</b>	<b>10c. Review of national planning for health emergencies (cross government) (gap analysis and PH emergency response plan development)</b>	<b>Q4 2017/18</b>
		<b>NIS – micro</b>	<b>10d. WP1: Gap analysis – with focus on seven key indicator diseases</b>	<b>March 2018</b>
<b>11.</b>	<b>Commence delivery of activities in Myanmar</b>	<b>Workforce development / IHR team</b>	<b>11a. Strengthening of FETP programme (conduct workforce review 11b. Input into IANPHI and USCDC efforts to assist with establishment of NPHI (MCDC).</b>	<b>Nov 2018</b>
<b>12.</b>	<b>Initiate M&amp;E processes</b>	<b>M&amp;E lead (GPH team)</b>	<b>12a. Recruit Grade 7 M&amp;E lead 12b. Establish mechanisms for monitoring and evaluation 12c. Produce quarterly progress reports against</b>	<b>Dec 2017 Jan 2018 Quarterly</b>

			objectives 12d. Produce end of year 1 report of progress against objectives.	Nov 2018
13.	Examine options for sustainability and partnership	IHR programme lead	13a. Commission second part of institutional stakeholder analysis to conduct a study of the investment landscape. 13b. Continued horizon scanning and engagement in policy/planning fora / stakeholder events.	Ongoing
<b>Governance</b>				
14.	To ensure the IHR programme complies with agreed financial and governance arrangements (including ODA obligations)	IHR PM	14a. Provide financial and activity reporting as set out in the MOU 14b. Meet with DH, as appropriate, to provide programme updates 14c. Maintain IHR Risk Register	Quarterly reportin  Quarterly reportin  Ongoing
15.	To ensure effective communication and representation on IHR issues with internal and external partners	PHE/DH	15a. Develop interim communication plan with DH, in consultation with other HMG partners	End Feb 2018

## **ANNEX D – PAYMENT SCHEDULE**

### **PAYMENT SCHEDULE FOR THE INTERIM PHASE**

As detailed in Annex C, DH recognises that significant costs of initiation were incurred prior to the commencement of the Project (termed the "Interim Phase") which will be reimbursed from programme funds. PHE's approved costs for the Interim Phase are detailed below:

#### **Approved Costs**

<b>Date</b>	<b>Amount (£)</b>
1. 31 December 2016	£70,000
<b>Calendar Year 2016 sub-total</b>	<b>£70,000</b>
2. 31 March 2017	£199,475
<b>Financial Year 2016/17 sub-total</b>	<b>£269,475</b>
3. 30 June 2017	£148,000
4. 30 September 2017	£179,000

### **PAYMENT SCHEDULE FOR THE MAIN PHASE**

<b>Date</b>	<b>Amount (£)</b>
5. 31 December 2017(to include Design Phase completion as at 31 October 2017)	£561,000
6. 31 March 2018	£1,028,000
<b>Financial Year 2017/18 sub-total</b>	<b>£1,916,000</b>
7. 30 June 2018	£831,000.
8. 30 September 2018	£844,000



9. 31 December 2018	£908,000
10. 31 March 2019	£917,000
<b>Financial Year 2018/19 sub-total</b>	<b>£3,500,000</b>
11. 30 June 2019	£1,243,000
12. 30 September 2019	£1,256,000
13. 31 December 2019	£1,245,000
14. 31 March 2020	£1,256,000
<b>Financial Year 2019/20 sub-total</b>	<b>£5,000,000</b>
15. 30 June 2020	£1,244,000
16. 30 September 2020	£1,260,000
17. 31 December 2020	£1,244,000
18. 31 March 2021	£1,252,000
<b>Financial Year 2020/21 sub-total</b>	<b>£5,000,000</b>
<b>TOTAL</b>	<b>£15,685,475</b>

