



Department
of Health &
Social Care

Memorandum of Understanding (MoU)

For

The Department of Health and Social Care (DHSC)

And

The UK Health Security Agency (UKHSA)

Project: UK Public Health Rapid Support Team (UK-PHRST)

ITT: []

Version Number: New MoU

Date: 16/08/2022

Notice:

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Memorandum of Understanding
UK Public Health Rapid Support Team

Guidance on how to use this template:

This Memorandum of Understanding template is for use with other Crown Bodies

If you require a Memorandum of Understanding to be used for a non-Crown body, you will need a different template, as some of the clauses might not be suitable

This template will need to be tailored and amended to suit each individual scenario. Please note that more complex clauses might be needed depending on the specific circumstances.

If the MoU to be drafted is for the purpose of data processing as the Activity, the clauses will need to be amended accordingly

Version Number	Date	Author	Details
1	29/07/2022		Initial draft
2	10/08/2022		Final Version

1. PARTIES

1.1 THIS MEMORANDUM OF UNDERSTANDING (“**MoU**”) is between the following parties (“**Parties**”):

1.1.1 The Secretary of State for Health and Social Care of 39 Victoria Street, London SW1H 0EU (“**DHSC**”), and

1.1.2 The Secretary of State for Health and Social Care, acting through its executive agency UKHSA of Noble House, 17 Smith Square, London SW19 3JR, (“**UKHSA**”)

2. BACKGROUND AND PURPOSE OF THIS MOU

2.1 The Department of Health and Social Care (DHSC) will make available a contribution to the UK Health Security Agency (UKHSA) **a sum not exceeding £8.25m** over the Spending Review period **2022/23 to 2024/25** to continue delivering the UK Public Health Rapid Support Team (UK-PHRST) in partnership with London School of Hygiene and Tropical Medicine (LSHTM). This figure represents half of the £16.5m overall funding allocated to UK-PHRST over the Spending Review period, which will be delivered jointly by UKHSA and LSHTM.

2.2 The UK Public Health Rapid Support Team (UK-PHRST) has the primary purpose of ensuring the UK has a standing capacity of multidisciplinary public health professionals and researchers that can be ready to deploy to a possible or known disease outbreak in a country that is eligible for Official Development Assistance (ODA), as defined by the Organisation for Economic Co-operation and Development (OECD).

2.3 UKHSA should note that the Secretary of State for Health and Social Care proposes to pay the Contribution pursuant to his discretion under Section 1(1) of the International Development Act 2002.

2.4 UKHSA will undertake the Activities in accordance with the provisions of this MoU.

2.5 This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.

2.6 UKHSA will not use any element of the Contribution for paid for lobbying, which means using the Contribution 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.

- 2.7 This MoU is not intended to be legally binding and no legal obligations or legal rights will arise between the Parties from the provisions of the MoU. The Parties enter into the MoU intending to honour their commitments.
- 2.8 The Project will be extended from **1 April 2022** and will end **31 March 2025**.
- 2.9 This MoU supersedes previous commitments in MoUs and related amendments in the financial year.

NOW THEREFORE the Parties have agreed to cooperate under the MoU as follows:

3. **INTERPRETATION**

- 3.1 Unless the context otherwise requires, references to this MoU will be construed as a reference to this MoU as varied or amended in accordance with its provisions. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.

- 3.2 In this MoU the words and phrases set out below will have the following meanings:

“Activities” means the list of activities conducted as part of the Programme as further detailed in Annex A (Activities).

“Annex/es” means the annexes attached to this MoU including those subsequently agreed between the Parties.

“Commencement Date” means **1 April 2022**

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade and all secrets, personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information will not include information which:

- A. was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- B. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

- C. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- D. is independently developed without access to the Confidential Information.

“Contribution” means the sum or sums of money in GBP to be provided to the Partner in accordance with this MoU as set out in Annex B (Payment Schedule)

“Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **“Crown Body”** is an emanation of the foregoing. A comprehensive list of Crown bodies can be found in the National Archives, which is updated from time to time.

“FCDO” means the Foreign, Commonwealth and Development Office

“Downstream Partners” means the Partner’s partners, consultants and sub-contractors involved in the delivery of the Funded Activities;

“Financial Impropriety” means any credible suspicion of or actual fraud, corruption, money-laundering or any other financial irregularity or impropriety;

“Funding Period” means the period for which the Contribution is awarded starting on the Commencement Date and ending on **31 March 2025**

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

“NIHR” means the National Institute for Health Research

“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;

“Project” means the **UK Public Health Rapid Support Team Project** carried out by the Partner as more particularly described in Annex A (activities);

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

4. **PARTIES’** UKHSA will perform the Activities described in Annex A (Activities). DHSC will make payments to UKHSA for satisfactory completion of Activities in accordance with the provisions of Annex B (Payment Schedule).

4.2 UKHSA will comply with all applicable laws in carrying out the Activities.

4.3 The UKHSA Global Operations Director will be accountable to the Senior Responsible Officer (SRO) of the DHSC Global Health Security Programme (the International Director), for all Project spend and activity. For the avoidance of doubt, HM Treasury has confirmed that the DHSC Permanent Secretary is the accountable officer for the ODA funding of this Project.

5. **PRINCIPLES OF COLLABORATION AND THE PARTIES’ RESPONSIBILITIES** The Parties agree to follow the principles set out at paragraph 5.1 below (**“Principles”**) at all times during the term of this MoU:

the Parties will:

5.1.1 be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;

5.1.2 share appropriate information, experience, materials and skills to learn from each other and develop effective working practices,

5.1.3 work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;

5.1.4 adhere to statutory requirements and best practice (including any relevant Governmental protocols such as the Regulators Code, Ministerial and Civil Service Codes) as well as all applicable laws and standards including EU procurement rules, data protection and freedom of information legislation.

5.1.5 act in a timely manner;

5.1.6 ensure sufficient and appropriately qualified employees and other necessary resources are available and (in the case of employees) authorised to fulfil the responsibilities set out in this MoU.

6. **CONTRIBUTION** The maximum amount that DHSC will pay under this MoU to UKHSA is the Contribution.

6.2 It is DHSC's intention that the Contribution will be categorised as ODA as defined by the OECD.

6.3 The Contribution is subject to revision and will depend on the fulfilment of the provisions of this MoU, any revisions to budgets, actual expenditure and need, the priorities of DHSC and the continuing availability of its resources.

6.4 Prior to effecting major changes between categories of expenditure as detailed in Annex B (Payment Schedule) that may be found necessary in the course of implementing the activities, the Partner will obtain DHSC's prior written approval.

7. **ARRANGEMENTS** The indicative DHSC spend profile to support the delivery of the Activities (the "**Spend Profile**") is as follows:

Period	UKHSA Spend profile	Total UK-PHRST Spend Profile
Year 1 of Programme	£2.5m	£5m
Year 2 of Programme	£2.75m	£5.5m
Year 3 of Programme	£3m	£6m
TOTAL	£8.25m	£16.5m

7.2 The Spend Profile reflects the Payment Schedule in Annex B. It is indicative only and may be amended, dependent on actual expenditure and need.

7.3 Overall funding for the Project will be split between UKHSA and LSHTM.

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- 7.4 DHSC will make available to UKHSA Parliamentary funding for a sum not exceeding £8.25m of Resource Departmental Expenditure Limit (RDEL) over the period 2022/23 to 2024/25 for delivery of UKHSA activity agreed under the Strategic Framework and Implementation Plans.
- 7.5 DHSC will release project funds incrementally to UKHSA for expenditure incurred on the Project through quarterly payment. UKHSA will administer the funding on behalf of DHSC in accordance with UKHSA's financial regulations, procedures and practices.
- 7.6 The Project budget and Payment Schedule (Annex B) will be reviewed, confirmed, and set on an annual basis by DHSC (each financial year).
- 7.7 UKHSA will notify DHSC of variations to the Spend Profile as soon as possible as and when this occurs.
- 7.8 DHSC makes no commitment to renewing or continuing funding after the term of this MoU and will not be liable for any additional cost incurred by UKHSA either during or after the Funding Period.
- 7.9 UKHSA will provide evidence to the reasonable satisfaction of DHSC that provisions have been met in accordance with the requirements in Annex E (Reporting).
- 7.10 UKHSA agrees and accepts that it will not apply for duplicate funding in respect of any part of the Activities or any related administration costs that DHSC is funding in full under this MoU.
- 7.11 The Contribution will be deposited according to the payment schedule in paragraph 7.3 in the Partner's (UKHSA) bank account:

Bank name and address	
Bank branch name	
Account name	
Sort code	
Account number	

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Swift Code	
IBAN	

7.12 UKHSA will clearly identify the details of the contribution using ‘**UK-PHRST**’

- 8.1 The Contribution will not, unless approved by DHSC in writing, be used to meet the cost of any import, customs duties or any other taxes or similar charges, applied directly or indirectly, by national governments or by any local public authority and payable by UKHSA.
- 8.2 UKHSA will administer and account for DHSC’s Contribution in accordance with UKHSA’s financial regulations and other applicable rules, procedures and practices, and will keep separate records and accounts for the arrangement. UKHSA will ensure that, to the best of its ability, all goods and services financed under this arrangement will be solely used for the purposes of the Funded Activities and any future arrangements made under this initiative.
- 8.3 DHSC is providing the Contribution without expectation of services to be supplied to DHSC and therefore considers payments made to UKHSA to implement the Activities to be outside the scope of VAT.
- 8.4 Any unspent funds remaining at the scheduled end of the Funding Period, must be returned to DHSC within 90 days of the end of the Funding Period, unless specifically decided between the Parties, in advance and in writing.

9. REPORTING

- 9.1 UKHSA will provide financial reports and technical reports to DHSC in accordance with the reporting schedule at Annex E (Reporting).

10. DUE DILIGENCE

- 10.1 DHSC has drawn on its own due diligence assessment of UKHSA for assurance on UKHSA’s capacity to effectively manage this funding. Where additional due diligence questions arise that are not covered in currently documented due diligence by the UK

Government or partners, the Partner will co-operate fully with any additional due diligence assessments of its own internal controls and systems.

10.2 In utilising the Contribution, UKHSA will exercise the same care in the discharge of its functions under this MoU as it exercises with respect to the administration and management of its own resources and affairs.

10.3 Additionally, UKHSA will take the necessary steps at the commencement of the Funded Activities and at regular intervals throughout the implementation to assess the internal controls and systems of any Downstream Partners. These assessments will be shared with DHSC, upon request and should determine, relative to programme risk:

10.3.1 Reliability and integrity of the Downstream Partner's financial controls, systems and processes;

10.3.2 Effectiveness and efficiency of their project operations;

10.3.3 Procedures for safeguarding project assets, and;

10.3.4 Compliance with national legislation, regulation, rules, policies and procedures

11. DELIVERY CHAIN MAPPING

11.1 UKHSA will maintain an up to date and accurate record of Downstream Partners in receipt of DHSC funds and/or DHSC funded inventory or assets. This delivery chain risk map should identify the Downstream Partners, demonstrate how funds flow from the initial source to end beneficiaries, and where relevant, the risks and potential risks along the chain.

11.2 The delivery chain risk map should be updated regularly by UKHSA and when there are material changes to the project risk assessment and/or to Downstream Partners in the chain. As a minimum UKHSA will provide DHSC with an updated delivery chain map at the following intervals: within 6 months of the commencement of this MoU; annually, as part of the annual review process; and at the end of the project, as part of the project completion review process.

12. ODA TRANSPARENCY AND EVALUATION

- 12.1 UKHSA and DHSC acknowledge and support the requirements of the IATI Standard. UKHSA will work towards applying transparency standards in line with the UK aid Transparency Guarantee and the International Aid Transparency Initiative (IATI), to the funds received from DHSC. UKHSA will make substantive efforts to publish information about DHSC funding in line with relevant categories of the IATI Standard, on their own website. UKHSA gives consent for this arrangement (and any subsequent amendments) and associated funding to be published on DHSC's website.
- 12.2 UKHSA will provide all reasonable co-operation and assistance necessary for DHSC to meet its obligations under the International Development (Official Development Assistance Target) Act 2015 and the International Development (Reporting and Transparency) Act 2006. Such reasonable cooperation and assistance will include but not be limited to the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of the Funded Activities.
- 12.3 UKHSA and UK-PHRST partner London School of Hygiene and Tropical Medicine (LSHTM) will disseminate the results of the work funded by DHSC. Any manuscripts published in non-Partner publications e.g. scientific journals, will be published in accordance with UKHSA's policy on open-access and in line with the UK-PHRST communications protocol. Under this policy, manuscripts must be made publicly accessible within 12 months of the date of publication, under the protocol UK-PHRST/ DHSC/ UK aid funding must be acknowledged. The project will communicate announcements, news and case studies through Partners' owned channels. All communications decisions should be guided by the UK-PHRST communications protocol. This document was created by DHSC, UKSHA and LSHTM and lists agreed roles and responsibilities and approval processes. The Partners may review the protocol in the lifetime of the project, but any changes to the protocol must be agreed by all Partners.
- 12.4 DHSC may decide to commission an independent evaluation of this programme, and UKHSA will provide all reasonable co-operation and assistance necessary to allow the DHSC to do so.

13. FRAUD, CORRUPTION AND ETHICAL PRACTICES

- 13.1 DHSC and UKHSA will immediately and without undue delay inform the other Party of any event which interferes or threatens to materially interfere with the successful implementation of the Activities, including Financial Impropriety. Any allegations of Financial Irregularity should be reported in the first instance to the Authority's Anti-Fraud Unit at [REDACTED]
- 13.2 DHSC and UKHSA have a zero-tolerance approach towards Financial Impropriety that may lead to the misuse of the Contribution and agree in principle to recover such funds. UKHSA 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 UKHSA or DHSC.

- 13.3 In the event of any credible indications that the Contribution may have been subject to Financial Impropriety, DHSC, may, at any time during the period of this arrangement and up to five years after the end of the programme, arrange for additional investigations, on-the spot checks and / or inspections to be carried out. These may be carried out by DHSC, or any of its duly authorised representatives.
- 13.4 DHSC reserves the ability to recover the Contribution that has been subject to a proven fraud and will work with UKHSA to do so. Where Financial Impropriety is alleged, DHSC reserves the ability to suspend or terminate funding with immediate effect, in preference to the standard notice period and irrespective of any contractual requirements.
- 13.5 UKHSA must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government
- 13.6 Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both DHSC and UKHSA 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, UKHSA undertakes to use reasonable efforts to ensure that none of the DHSC Contribution provided under this MoU is used to provide support to individuals or entities associated with terrorism.

14. SAFEGUARDING

- 14.1 UKHSA will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this MoU by both its employees and any Downstream Partner.
- 14.2 The Parties have a zero-tolerance approach towards sexual exploitation, abuse and harassment. UKHSA will immediately contact Department of Health and Social Care at [REDACTED] to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this MoU. UKHSA should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.

- 14.3 UKHSA should also report any credible suspicions of, or actual incidents that are not directly related to this MoU but would be of significant impact to their partnership with DHSC or the reputation of DHSC or UK aid. For example, events that affect the governance or culture of UKHSA, such as those related to senior management, must be reported.
- 14.4 Both Parties will fully co-operate with investigations into such events, whether led by FCDO or any of its duly authorised representatives or agents, or the Partner.
- 14.5 Both Parties acknowledge the “International Development Research Funders Statement on Safeguarding”, of which DHSC is a signatory. Both Parties agree to work with the UK Collaborative on Development Research to develop shared guidelines on safeguarding and to implement these guidelines once developed.

15. PROCUREMENT BY THE PARTNER

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

16. HEALTH, SAFETY AND SECURITY

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

17. VARIATION

- 17.1 This MoU, including the Annexes, may only be varied by written agreement between the Parties and approved by the authorised Representatives as given in Annex C (authorised representatives and address for service of notices).

- 17.2 Should DHSC request work to be completed over and above the services described in Annex A (Activities) then both Parties will negotiate in good faith to ensure UKHSA is fairly compensated for any agreed additional work undertaken.

18. DISSEMINATION OF WORK

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

19. RESEARCH SURVEYS, QUESTIONNAIRES

- 19.1 DHSC may occasionally conduct research exercises, including by way of surveys, or questionnaires, or requests for feedback, into UKHSA's experience of the Contribution, and on UKHSA's business needs, and other related matters. Participation in any such exercise would be confidential and voluntary, and the results will be handled in such a way that they do not identify individual respondents, unless consent is obtained or, for instance, UKHSA agrees to be contacted as a case study.
- 19.2 For the purposes of analysing the outcome of any research, UKHSA's input may be combined with other information which DHSC has, but it will do so in a way that does not affect the anonymity of the individual participants. DHSC will share any reports and findings of any such exercise on an anonymised basis with any or all of the UK Government from time to time.
- 19.3 Any information about UKHSA and/or its business which is disclosed to DHSC in the course of any such exercise will be added to, and become part of, the Data, and the provisions of this MoU will apply to it.

20. LIAISON BETWEEN THE PARTIES Formal contact between DHSC and UKHSA as Parties to this MoU will be through the Representatives.

- 20.2 The Representatives are duly authorised to send and receive notices under this MoU at the addresses specified in Annex C (Authorised Representatives and addresses for service of notices).
- 20.3 Either Party may change the Representative any time by notifying the other Party in writing.
- 20.4 The Representatives will:

20.4.1 meet at least four times a year at a time and place to be mutually agreed to review the Activities carried out under, and the operation of, this MoU and to address any issues arising from this MoU;

20.4.2 provide assurance to the Parties that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and

20.4.3 document key decisions in writing.

21. **ANDE** Except as otherwise provided in this MoU, each Party will bear its own costs and expenses incurred in complying with its commitments under this MoU.

22.1 UKHSA will seek written consent from DHSC before using any third party to perform any of the Activities, which DHSC will have the right to grant or deny.

23.1 Any Intellectual Property Rights that arise from or are developed by either Party in performing this MoU ("**Foreground IPR**") will be vested in and owned by the Crown.

23.2 Both Parties will work together to ensure that in the performance of the Activities and use of any Foreground IPR does not infringe any Intellectual Property Rights belonging to a third party. Where use of Intellectual Property Rights belonging to a third party is required to perform the Activities or to use any Foreground IPR, UKHSA will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on a royalty-free, non-exclusive basis. Where this is not possible, UKHSA will agree with DHSC other means to enable the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement of any such third-party rights.

23.3 Neither Party will use the name, logo, trademarks, or other brand collateral of the other Party without the owning Party's prior written consent.

24. **FREEDOM OF AND COMMUNICATIONS TO THE PUBLIC** Each Party will provide to the other Party any information relevant to the Activities that may be reasonably requested by the other, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will consult the other Party before making to any third party any disclosures of information under the Freedom of Information Act 2000.

- 24.2 The requirements below are subject to any government requirements as to transparency which may apply to either Party from time to time.
- 24.3 The Parties will not make any announcement or other disclosure concerning the contents of this MoU or the Activities without the prior written consent of the other Party (such consent not being unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority, any court, or any other authority or competent jurisdiction.
- 24.4 Where a formal public statement, press release or other publicity in relation to the initiative is required, the Parties will work together to ensure that the publicity statements are coordinated. DHSC will however be responsible for handling media inquiries relating to the Activities.

25. **CONFIDENTIAL INFORMATION** Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information of the other Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of the performance of the Activities or otherwise.

25.2 Except to the extent set out in this paragraph 25 or where disclosure is expressly permitted elsewhere in this MoU, each Party will treat the other Party's Confidential Information as confidential and safeguard it accordingly (which will include complying with any protective markings on documents and instructions supplied by the other Party). In particular, neither Party will do anything that may place the other in breach of a duty of confidence owed to a third party. A Party in receipt of Confidential Information from the other Party will not disclose such Confidential Information to any non-Crown Body without the consent of the other Party.

25.3 The obligations of confidentiality in this paragraph 25 (Confidential Information) will continue in force until the information ceases to be confidential in nature.

26. **PROTECTION OF PERSONAL DATA** The Parties will comply with their responsibilities under the Data Protection Act 2018 (DPA 2018) and will not use any personal data exchanged under this MoU for any purposes which are incompatible with applicable data protection laws and regulations. No personal data collated and/or exchanged under this MoU should be used for commercial purposes without the prior written agreement of the supplying Party (which use may be conditioned as the supplying Party sees fit).

26.2 Each Party must ensure that personal data under this MoU is not transferred outside the EEA without the prior agreement of the other.

27. **RESOLUTION OF DISPUTES** Any dispute between the Parties arising out of or in connection with this MoU will in the first instance be resolved amicably between the Parties through the Representatives and, if no resolution is reached, escalated to the following senior personnel (at Director level):
- 27.1.1 For DHSC: Director of Global Health Security: Anna Wechsberg
 - 27.1.2 For UKHSA: Global Operations Director: Neil Squires
- 27.2 If the matter cannot be resolved by the senior personnel specified in paragraph 27.1 within 30 days, the matter may be escalated to the Secretary of State for Health and Social Care for resolution.
28. **TERM AND TERMINATION** This MoU will commence on 1 April 2022 and (subject to earlier termination on the provisions of this MoU) will continue for a period of up to 3 years which period may be extended by the mutual written agreement of the Parties.
- 28.2 This MoU may be terminated by either Party at any time by giving written notice to the other Party's Representatives as set out in Annex C (authorised Representatives and addresses for service of notices).
- 28.3 A Party terminating this MoU will a 90-day notice period as minimum and will offer all reasonable assistance to ensure:
- 28.3.1 an effective handover of Activities, if the Activities are not concluded at the time of termination, and
 - 28.3.2 to mitigate the effect of termination on the other Party by fully co-operating with the other Party in order to achieve an effective transition without disruption to operational requirements.
29. **FINANCIAL CONSEQUENCES OF EXIT FROM THE MOU BY AN INDIVIDUAL PARTY** On termination of this MoU, a financial adjustment will be agreed according to the principle that DHSC will only be obliged to pay for Activities performed in accordance with the provisions of this MoU up to the date of termination (and upon request at any time, the Partner will provide a final report detailing the Activities it has performed).
- 29.2 Where DHSC has paid any Contribution in advance, UKHSA will promptly repay amounts it has received which for Activities it has not performed (such amounts to be agreed with DHSC based on the final report provided further to the above paragraph 29.1).

30. **REVIEW AND AUDIT OF THE MOU** In addition to the regular review meetings to discuss performance in accordance with paragraph 20.4, whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any changes to this MoU will only be effective if set out in writing and signed by both Parties.

30.2 Each Party will keep and maintain until six (6) years after termination of this MoU full and accurate records of the Activities and all sums received in respect thereof. Each Party will on request afford the requesting Party or their Representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

31. **MISCELLANEOUS** This MoU does not confer any rights on any third party. Nothing in this MoU will be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict any Party from participating in similar activities or arrangements with other entities.

31.2 DHSC will have no obligation to incur any further fees under this MoU, nor will UKHSA be required to perform additional Activities unless and until this has been agreed in writing.

31.3 This MoU will be governed by and construed in accordance with English law. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

32. **EXIT PLANNING**

32.1 UKHSA will prepare an exit plan within the first three months of the signing of the MoU or a timescale proportionate to the funding period, whichever is shorter, to allow the cessation or seamless transfer of the funded activities.

32.2 As part of the exit plan, DHSC will jointly agree a plan for communicating with all partners and employees during the exit period, in a way that avoids any detrimental impact on the respective Parties' businesses resulting from the closure or transfer, and shares responsibilities between the respective Parties.

SIGNATORIES

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

Signed for and on behalf of DHSC

Signature:

Name: Anna Wechsberg

Position: Director

Date: 16.08.22


.....
Director.....


Signed for and on behalf of UKHSA

Signature:

Name: Neil Squires

Position: Director of Global Operations

Date: 16.08.22


.....
Director.....

Annex A: Activities (UKHSA)

1. Strategic framework Summary:

*(*for full version please refer to Strategic Framework 2022 to 2025*)*

In this context the UK-PHRST's updated Strategic Framework sets out our approach for improving the impact and effectiveness of the programme over the next three years. We have used our experience and learning from the last five years, together with systematic internal and external evaluations and evidence, to develop the framework.

The framework has three underpinning principles that are critical to programme delivery across the remit:

Partnerships: Developing equitable partnerships with shared visions and goals to better realise the programme's potential

Impact: Embedding monitoring, evaluation and learning (MEL) across the programme to increase impact and evidence including the sustainability of our actions

Learning: Establishing a culture and processes to assure continuous learning across the project. Applying 5 years of experience including working through the pandemic together and from external and internal reviews

Partnerships will be expanded and strengthened, activities will focus on genuine co-creation and co-delivery to meet partner needs while fulfilling the UK-PHRST remit. A culture of continuous learning is also key to ensuring actions are appropriate, targeted, are evidence based and have impact. To strengthen this, UK-PHRST will create and embed a cross-cutting monitoring and evaluation programme. All UK-PHRST activities will be evaluated in terms of their impact on equity and human rights. UK-PHRST's staffing capacity will also be scaled up in terms of depth and breadth to increase impact, build resilience, enable a more ambitious research and capacity development agenda, and provide business continuity to assure international stakeholders.

The strategic framework has been developed across each component of UK-PHRST's remit with the following priorities:

OUTBREAK RESPONSE

Improve IMPACT of deployments

- i. Review and improve deployment models
- ii. Support more frequent and simultaneous operational deployments
- iii. Facilitate the increased use of the bilateral deployment mechanism

Provide DEPLOYABLE CAPACITY which is fit for purpose to support international outbreak responses across the globe through the provision of technical expertise.

RESEARCH

Create a more ambitious, long-term research programme structured into themes aligning with Global Health Security Theory Change outcomes
Foster greater co-creation and LMIC partner leadership in research delivery
Prioritise research according to partner needs and gaps in evidence
Prioritise operational research complemented by a parallel programme of scheduled multi-disciplinary research
Focus on research uptake into policy and best practice including the addition of implementation science capacity

CAPACITY DEVELOPMENT

Establish a capacity development, training and education pillar including dedicated public health consultant and support staff leading strategic direction and enabling delivery of impactful capacity development projects
Build a robust governance process to ensure accountability, quality and timeliness of capacity development projects prioritising partner needs
Build and maintain UK-PHRST's partnership base by working closely with LMIC institutions that are demonstrating leadership and using existing networks to expand collaborations in other outbreak-prone countries and regions
Define the operational environment of capacity development through the introduction of a conceptual framework
Provision of a framework to develop capacity development across the remit

CROSS-PROGRAMME

Resource and embed monitoring, evaluation and learning across the programme through the introduction of new processes, tools and assessments
Deliver sustainable actions through applying UK-PHRST sustainability plan across capacity development and research
Resource and embed equity and Human Rights across the programme through the introduction of new processes, tools and assessments
Strengthen human resourcing increasing depth and breadth of expertise to deliver a more ambitious and resilient programme
Develop hybrid and remote operating modalities to increase programme efficiency

Feedback from evaluations and stakeholder engagement highlighted that partners want flexibility and responsiveness in the support that is offered. New situations will emerge, and UK-PHRST must be responsive to changing needs while ensuring overall programme sustainability. Therefore, the programme will have two workstreams:

An emergency workstream which has the agility to respond rapidly to outbreaks, including real-time delivery of operational research and capacity development activities.

A proactive scheduled workstream that systematically identifies capacity and evidence gaps in outbreak preparedness and response and develops a programme of scheduled and targeted research and capacity development activities.

These workstreams will allow the UK-PHRST to continue to respond rapidly to emerging situations and deliver longer term, directed actions that improve preparedness and ensure more sustainable outcomes. There will be flexibility across the workstreams to adapt to shifting priorities.

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The UK-PHRST has greatly increased the speed and effectiveness of the UK's response to global outbreaks. The underpinning principles, incorporation of two workstreams and mandate priorities will ensure UK-PHRST achieves its objectives for 2022-25:

- 1) Support partners in LMICs to investigate and respond to disease outbreaks rapidly at source, with the aim of stopping a public health threat from becoming a health emergency.
- 2) Identify research gaps and deliver rigorous research with partners that improves the evidence base for best practice in disease outbreak prevention, detection and response in LMICs.
- 3) Support the development of in-country capacity for an improved and rapid national response to prepare for, prevent, detect and respond to disease outbreaks.

2. Logframe

RESULT	INDICATORS	ANNUAL TARGET/SOURCE
IMPACT		
Global population, including the UK, safer and more secure from global health security threats.	Proportion (%) of ODA-partner countries with improved public health systems and/or plans for effective epidemic preparedness and response, evaluation and learning.	<p>Target: 50% of partner countries can evidence improvement in infrastructure, personnel, and evaluation/learning systems in place or have plans to develop or upgrade existing systems.</p> <p>Source: Feedback from partners; evidence of those structures.</p>
OUTCOMES (3)		
Outcome 1	Indicator 1.1	
Epidemic preparedness and response effectively contributed to through technical collaboration with partners	Proportion (%) of UK-PHRST deployments where partner institutions have identified tangible contributions made by UK-PHRST team.	<p>Target: In ≥90% of deployments UK-PHRST partners have policies, strategies or ways of working in place or in development that have been informed by UK-PHRST's deployment support for outbreak response and preparedness.</p> <p>Source: Feedback forms from partners; Monitoring and evaluation surveys; WHO End of Deployment Evaluation forms; After Action Reviews.</p>
Outcome 2	Indicator 2.1; 2.2	
Research contributes to a robust body of evidence in public health practice and policy	Proportion of research studies considered by practice or policy-related stakeholders locally, nationally, regionally or internationally.	<p>Target: ≥50% of research studies are presented and/or discussed at a policy or practice related forum locally, nationally, regionally or internationally.</p> <p>Source: Case study reports; Partner surveys; evaluation reports; Citations in partner organisations literature/guidance/SOPs/Government and partner policy.</p>
	Proportion of partners from ODA-eligible countries who assess research collaboration with UK-PHRST as positive (equitable and effective).	<p>Target: 80%</p> <p>Source: Feedback from partners; evidence of those structures.</p>
Outcome 3	Indicator 3.1	
		Target: ≥80%

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Capacity of partners from ODA countries and UK-PHRST is enhanced for epidemic preparedness and response.	Proportion (%) of partners from ODA-eligible countries that report skills and knowledge gained are applied in their individual or organisational work.	Source: Case study reports; Partner surveys; evaluation reports.
OUTPUTS (6)		
Output 1.1	Indicators 1.1.1, 1.1.2	
UK-PHRST trained team members deployed to provide effective support for epidemic preparedness and response within ODA eligible countries.	Proportion (%) of deployments that occur within requested timeframe.	Target: 100% Source: Partner surveys
	Proportion (%) of deployments assessed as useful.	Target: ≥80% Source: Partner survey
Output 1.2	1.2.1; 1.2.2	
Tried and tested resources that support deployments are available or co-developed and shared to support epidemic preparedness and response	No of resources made available or co-developed and shared.	Target: ≥10 Source: Partner surveys; WHO End of Deployment Evaluation form; After Action Reviews, End of mission reports
	Proportion of partners from ODA-eligible countries who assess resources as useful.	Target: ≥80% Source: Partner surveys
Output 2.1	2.1.1; 2.1.2	
Relevant research equitably identified and delivered.	Proportion of jointly developed and delivered research studies.	Target: ≥80% Source: Research proposals, research reports.
	Proportion of partners from ODA-eligible countries who are first or senior authors on peer-reviewed joint publications	Target: 25% of partners are first or senior authors. Source: Final reports, publications
Output 2.2	2.2.1, 2.2.2, 2.2.3	
		Target: ≥15

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Research findings influence practice and policy at local, national, regional and international levels through identification of and engagement with appropriate pathways	No of publications/other research outputs produced from UK-PHRST and partner research.	Source: Publication's list
	No of pathways/avenues engaged with to make research findings more visible.	Target: ≥5 different avenues identified Source: Research progress and final reports.
	Proportion of partners from ODA-eligible countries who assess pathways/ avenues to be effective in making research visible and potentially useable.	Target: ≥80%
		Source: Partner surveys
Output 3.1	3.1.1; 3.1.2	
Collaboratively delivered initiatives strengthen capacity of partners and UK-PHRST team at individual, organisational and systems level	No and type of initiatives (courses, technical workshops, joint monitoring visits, CoPs etc.) that support capacity development/sharing of partners from ODA countries and UK-PHRST at the appropriate level.	Target: ≥10
		Source: Reports on events
	Proportion of partners from ODA-eligible countries who report initiatives useful and report applying the skills/knowledge gained.	Target: ≥80%
		Source: Partner surveys
Output 3.2	3.2.1; 3.2.2	
Reflection & learning are enabled with partners and internal to UK-PHRST.	No of reflection and learning opportunities (resulting from capacity development and other activities) held jointly with partners from ODA-eligible countries and internally within UK-PHRST.	Target: ≥6 (external learning); ≥3 (internal learning)
		Source: Learning sessions log
	Proportion of participants who assess learning sessions as useful.	Target: ≥80%
		Source: Feedback surveys
Sustainability of UK-PHRST and partner work		
	UK-PHRST has sustainable ways of working clearly identified and implemented for all its activities as per its sustainability plan.	Target: By end 2022/2023 ways of working identified and operational Source: Sustainability taskforce quarterly meetings

Annex B: Payment Schedule

PAYMENT SCHEDULE FOR SPENDING PERIOD 2022/23 TO 2024/25

	UKHSA	Overall UK-PHRST
30 June 2022	£500,000	£1,250,000
30 September 2022	£500,000	£1,250,000
31 December 2022	£750,000	£1,250,000
31 March 2023	£750,000	£1,250,000
Financial year 2022/23 sub-total	£2,500,000	£5,000,000
30 June 2023	£687,500	£1,375,000
30 September 2023	£687,500	£1,375,000
31 December 2023	£687,500	£1,375,000
31 March 2024	£687,500	£1,375,000
Financial year 2023/24 subtotal	£2,750,00	£5,500,000
30 June 2024	£750,000	£1,500,000
30 September 2024	£750,000	£1,500,000
31 December 2024	£750,000	£1,500,000
31 March 2025	£750,000	£1,500,000
Financial year 2024/25 sub-total	£3,000,000	£6,000,000

TOTAL FOR PROJECT

Total UKHSA 2022 – 2025 Spend Review Period	£8,250,000
Total UK-PHRST 2022 – 2025 Spend Review Period	£16,500,000
Total UK-PHRST Lifetime Project Value 2016 - 2025	£36,500,000

Annex C: Authorised Representatives and addresses for service of notices

For the DHSC:

Name	Anna Wechsberg
Office Address	Department of Health and Social Care 39 Victoria Street, London SW1H 0EU
Telephone number	
E mail address	

For the UKHSA:

Name	Neil Squires
Office Address	United Kingdom Health Security Agency Noble House 17 Smith Square London, SW1P 3JR
Telephone number	
E mail address	

Annex D: Security and Data Protection

Definitions

“Controller”	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law, in accordance with DPA;
“DPA”	means the Data Protection Act 2018 (DPA 2018);
“Personal Data”	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as set out in DPA;
“Processor”	means a natural or legal person, public authority, agency or other body which

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	processes personal data on behalf of the controller, as set out in DPA;
“Personal Data Breach”	will have the same meaning as set out in DPA;
“Pseudonymisation”	means the processing of personal data in such a manner that the personal data can no longer be attributed to a specific data subject without the use of additional information, provided that such additional information is kept separately and is subject to technical and organisational measures to ensure that the personal data are not attributed to an identified or identifiable natural person;

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

Annex E: Reporting

Financial Reporting

UKHSA will provide quarterly forecast and actuals updates which will be used to identify DHSC to UKHSA transfer values each quarter and be used to monitor UK-PHRST spend efficiencies/capacity. Quarterly meetings will be organised to discuss actuals against the proposed forecast to assess UKHSA project spend. Over and/or underspend will be monitored through this process.

Project Evaluation:

Project evaluation will be measured against outputs and outcomes as defined in the UK-PHRST Logical Framework found above (Annex A – Activities (UKHSA) – 2. Logframe).

Continual monitoring will take place by UKSHA (and LSHTM) against the targets set in the Logframe. Reports on progress against the logframe will be provided at the quarterly UK-PHRST Project Board. Annual reporting will be provided to DHSC for review and evaluation through the Spend Review period.

Deployment Reporting:

UKHSA is to follow the requirements as set out in the Deployment Protocol.