

# Variation Agreement

relating to the UK-China AMR Research and Innovation Collaboration

**THE SECRETARY OF STATE FOR HEALTH** (1)

**and** (2)

**TECHNOLOGY STRATEGY BOARD (OPERATING AS  
"INNOVATE UK")**

**PROJECT CODE: 16459**

**Variation NO. 1**

This Variation is made on 26-May-2021 | 4:30 PM BST of \_\_\_\_\_ 2021.

**BETWEEN:**

1. **INNOVATE UK, A COUNCIL OF UK RESEARCH AND INNOVATION** an Executive Non-Departmental Public Body established by the Higher Education and Research Act 2017, whose address is Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI-Innovate UK**"); and
2. **The Secretary of State for Health and Social Care**, acting as part of the Crown (the "**Department of Health and Social Care**") ("**DHSC**").

**WHEREAS:**

- A. UKRI-Innovate UK and the DHSC (each a "Party" and collectively "Parties") entered into an Memorandum of Understanding dated 8 December 2017 (the "MoU")
- B. The Parties have agreed to vary the Memorandum of Understanding (MoU) to extend the time given to complete the Programme of the Beneficiary projects until 31 March 2023, as per the terms set out in this Variation Agreement. This no-cost extension was agreed to provide the Beneficiary projects funded by the Grant extended time to complete their projects. This was necessary to complete the Funded Activities and to mitigate impacts on this Grant, due to the COVID-19 pandemic and delays in contracting the researchers in China.
- C. The Parties now wish to vary certain clauses set forth in their agreement with respect to the MoU with effect from date of final signature of this agreement ("Variation Date").

**IT IS AGREED AS FOLLOWS:**

1. Unless otherwise provided in this Variation, the Terms used and not defined herein shall have the meanings assigned to them in the MoU unless the context otherwise requires.
2. This Variation will be deemed to be and form part of the MoU and any capitalized terms will have the meanings assigned to it in the MoU unless otherwise defined in this Variation.
3. Where any section or subsection is deleted in its entirety, it is replaced with the word, "Reserved" as necessary to preserve section numbering and cross-references throughout the document. Subject only to the foregoing amendments, the MoU will remain in full force and effect, and in the event of any conflict between a provision in the MoU and a provision in this Variation, the terms of this Variation will prevail.
4. Every reference to the 'Department of Health' within the MoU shall be deleted and replaced with Department of Health and Social Care (DHSC).
5. Every reference to 'Technology Strategy Board' within the MOU shall be deleted and replaced with Innovate UK.
6. The Expiry Date shall be extended for a further period of until 31 March 2023.

7. The Project Costs profile in clause 6.3 and Annex 1 of the MoU shall be amended to include the following indicative spend profile:

8. The table in Annex 2 Non-Grant costs – Profile by year shall be deleted and replaced in full with the table as follows:

9. Accounting and reporting requirements in clause 11.3 shall be amended and replaced as follows

11.3 Upon the reasonable request of the Department of Health, Innovate UK will provide the Department of Health with a copy of annual accounts relating to the Contribution within six months of the end of each financial year and three quarterly written reports per year, or such other period as the Parties may mutually agree in writing.

10. ODA requirements in clause 8.5 shall be deleted and amended as follows:

8.5 "ODA is measured on a calendar year basis. To ensure Her Majesty's Government meets the legally-binding 0.7% GNI target (in accordance with the International Development (Official Development Assistance Target) Act 2015) in each year of the spending review period, the Department of Health and Social Care has been tasked with spending at least 80% of the ringfenced budget before 31 December each year. The Department of Health and Social Care must inform HM Treasury and DFID of any underspends against calendar year forecasts at the earliest opportunity, and at least by end of September. Any ODA underspend may be formally returned to the Exchequer at Supplementary Estimates each year."

11. ODA transparency requirements in clause 9 shall be deleted and amended to include the following clauses:

9.1 Innovate UK and DHSC acknowledge and support the requirements of the IATI Standard. Innovate UK 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. Innovate UK will make substantive efforts to publish information about DHSC funding in line with relevant categories of the IATI Standard, on their own website. Innovate UK gives consent for this arrangement (and any subsequent amendments) and associated funding to be published on DHSC's website.

9.2 Innovate UK 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 Programme.

9.3 Innovate UK publishes information on the Web Portal (<https://www.gov.uk/government/organisations/innovate-uk>) which facilitates the traceability of contributions from the UK Government to Innovate UK.

9.4 DHSC may decide to commission an independent evaluation of this programme, and Innovate UK will provide all reasonable co-operation and assistance necessary to allow the DHSC to do so.

12. Statutory Obligations requirements in clause 18 shall be deleted in full and replaced with the following:

18.1 Each Party will provide to the other Party any information relevant to the Programme 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.

18.2 Innovate UK shall (and shall procure that any of its staff involved in the connection with the activities under the MoU shall) comply with any notification requirements under Data Protection

Legislation and both Parties will duly observe all their obligations thereunder which arise in connection with this MoU.

18.3 The requirements below are subject to any government requirements as to transparency which may apply to either Party from time to time.

18.4 The Parties will not make any announcement or other disclosure concerning the contents of this MoU or the Programme 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.

18.5 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 Programme.

13. Fraud and Corruption requirements in clause 21 shall be amended to include the following additional sub-clauses:

21.4 Both Parties will immediately and without undue delay inform the other Party of any event which interferes or threatens to materially interfere with the successful implementation of the Activities, including Financial Impropriety. Any allegations of Financial Irregularity should be reported in the first instance to the Authority's Anti-Fraud Unit at [fraudenquiries@dhsc.gov.uk](mailto:fraudenquiries@dhsc.gov.uk) and Innovate UK's Counter Fraud team at [reportfraud@ukri.org](mailto:reportfraud@ukri.org).

21.5 Consistent with numerous United Nations Security Council resolutions including S/RES/1269 (1999), S/RES/1368 (2001) and S/RES/1373 (2001), both DHSC and the partner are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of DHSC to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. Innovate UK 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. A new clause/paragraph covering Confidential Information Requirements shall be included in this variation amendment as clause 31. The following clauses shall be included in this paragraph:

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

31.2 Except to the extent set out in this paragraph 31 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.

31.3 The obligations of confidentiality in this paragraph 31 (Confidential Information) will continue in force until the information ceases to be confidential in nature.

15. A new clause/paragraph covering Safeguarding Requirements shall be included in this variation amendment as clause 32. The following clauses shall be included in this paragraph:

32.1 Innovate UK 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 Beneficiary.

32.2 The Parties have a zero-tolerance approach towards sexual exploitation, abuse and harassment. Innovate UK will immediately report (to [ODAsafeguardingconcerns@dhsc.gov.uk](mailto:ODAsafeguardingconcerns@dhsc.gov.uk)) any suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this MoU. DHSC is responsible for all assessments of 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.

32.3 Innovate UK should also report any credible suspicions of, or actual incidents that are not directly related to this MoU but would be of significant impact to their partnership with DHSC or the reputation of DHSC or UK aid. For example, events that affect the governance or culture of the Partner, such as those related to senior management, must be reported.

34.4 Both Parties will fully co-operate with investigations into such events, whether led by DHSC or any of its duly authorised representatives or agents, or Innovate UK.

16. A new clause/paragraph covering Delivery Chain Mapping Requirements shall be included in this variation amendment as clause 33. The following clauses shall be included in this paragraph:

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

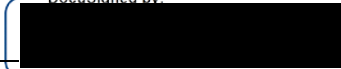
33.2 The delivery chain risk map should be updated annually on 31 March by Innovate UK and when there are material changes to the project risk assessment and/or to Beneficiaries in the chain. As a minimum Innovate UK will provide DHSC with an updated delivery chain map at the following intervals: annually on 31 March, as part of the annual review Process; and at the end of the project, as part of the project completion review process.

17. A new clause / paragraph will be inserted as 20.1.9. It shall read:


IUK will seek to ensure that activities within this MOU 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.

This Variation has been signed and takes effect on the date stated at the beginning of it.

**UKRI-INNOVATE UK**

DocuSigned by:  
Signature:   
FF778EAD2F6D49C...  
Name: Robert Shaw  
Title: Finance Director

**DHSC**

DocuSigned by:  
Signature:   
F3EC30F0C1AC467...  
Name: Nick Adkin  
Title: Deputy Director Global Health Security