

## MEMORANDUM OF UNDERSTANDING ADDENDUM NOTICE

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

and

**FOUNDATION FOR INNOVATIVE NEW DIAGNOSTICS (“FIND”)  
(the Party)**

**MOU reference number 2018/031**

**MOU date 16 May 2018**

**Addendum Notice no 2**

1. The Authority understands that because of the current COVID-19 pandemic, FIND’s current capacity and/or capability to deliver the Funded Activities may have been affected. The Parties have agreed to vary the MOU to extend the time given to complete the Programme of the Beneficiary projects, as per the terms set out in this Variation Agreement. This no-cost extension was agreed to provide the Beneficiary projects funded by the MOU extended time to complete their projects.
2. As a result, we wish to amend the MOU to extend the period to deliver the Funded Activities of the connectivity project [3.1(a)] and the gonorrhoea project [3.1(b)] by 4 months from 31 March 2021 to 31 July 2021 (but without an increase to the Maximum Sum) as set out in this Addendum Notice with effect from<sup>2/22/2021</sup> 2021 (“Variation Date”). The Funded Activities of the substandard and falsified medicines project [3.1(c)] will be deemed closed as of 1 April 2021, as under original MOU.
3. With effect from the Variation Date the Parties agree the following amendments to the MOU:

Revised Funding Period:	Clause 4.1 “Commencement and Period of Operation” is amended to read as follows: The Funding Period starts on 16 May 2018 and ends on 31 July 2021 unless terminated earlier in accordance with this MOU.
Revised Reporting Timetable:	Annex 3.1 (Reporting Requirements) – One additional Interim activity and financial report for all work completed up to March 2021 is added. The date of the Final activity and financial report (once all data has been received from the partners) is changed from 31 May 2021 to 30 September 2021.

Revised Indicative Spending Profile:	Annex 7b (Project budget breakdown table) is deleted and replaced with Annex 7c as set out in this Addendum Notice.
Wording on Fraud:	<p>Fraud and Corruption requirements in clause 18 shall be amended to include the following clauses:</p> <p>181 DHSC and the Partner 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 <a href="mailto:fraudenquiries@dhsc.gov.uk">fraudenquiries@dhsc.gov.uk</a>.</p> <p>182 DHSC and the Partner 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. The Partner will, at first, take timely and appropriate action to investigate credible allegations of Financial Impropriety, however both Parties will fully co-operate with investigations into such events, whether led by the Partner or DHSC.</p> <p>183 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.</p> <p>184 DHSC reserves the ability to recover the Contribution that has been subject to a proven fraud and will work with the Partner 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.</p> <p>185 The Partner must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government.</p>

	18.6 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 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. In accordance with this policy, the Partner 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.
New DHSC safeguarding email	ODAsafeguardingconcerns@dhsc.gov.uk
New clause (Due Diligence)	12.5 FIND will 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.
DFID:	The term "DFID" set out in clause 2 of the MOU will be amended to 'FCDO'. FCDO means the Foreign, Commonwealth & Development Office of King Charles Street, London SW1A 2AH. Any reference within the MOU to the defined term "DFID" is replaced with term "FCDO".

4. Apart from that set out in the table above, the rest of the MOU, including any previous Addendum Notices, shall remain in full force and effect.
5. Terms defined in the MOU shall have the same meaning when used in this Addendum Notice, unless defined otherwise.

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

**Authorised to sign for and on  
behalf of FIND**

Signature

Signature

DocuSigned by:  
[Redacted]

DocuSigned by:  
[Redacted]  
1280EE81EF6E43E...

**Nick ADKIN**  
[Redacted]

**Sharon SAACKS**  
[Redacted]

Director of Operations

Date 2/22/2021

Date February 19, 2021

## Annex 7c Revised Indicative Spending Profile

### Project 1 : Diagnostic Connectivity for Antimicrobial Resistance

UKH-GAMR01

Average rate USD to POUNDS		0.793		
FORECAST January-March 2021	WP1	WP2	WP3	All WPs
Total direct costs	£ 79,799.21	£ 380,971.43	£ 233,929.25	£ 694,699.89
Indirect costs 14%				£97,257.98
<b>Total</b>				<b>£791,957.87</b>
FORECAST April- July 2021	WP1	WP2	WP3	All WPs
Total direct costs	£ -	£ 80,482.36	£ 26,623.39	£ 107,105.75
Indirect costs 14%				£14,994.81
<b>Total</b>				<b>£122,100.56</b>

### Project 2 : Ensuring stewardship for new Gonorrhoeae antibiotics through diagnostics

UKH-GAMR02

Average rate USD to POUNDS		0.793		
FORECAST January-March 2021	WP1	WP2	WP3	All WPs
Total direct costs	£ 65,654.55	£ 593,404.28	£ 48,373.00	£ 707,431.83
Indirect costs 14%				£99,040.46
<b>Total spend</b>				<b>£806,472.28</b>
FORECAST April- July 2021	WP1	WP2	WP3	All WPs
Total direct costs	£ 29,056.31	£ 50,553.75	£ -	£ 79,610.06
Indirect costs 14%				£11,145.41
<b>Total spend</b>				<b>£90,755.47</b>

**Grant Addendum – Version history – Grants team internal use**

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