

**Memorandum of Understanding (MoU)**

**Between**

**The Department of Health and Social Care (DHSC)**

**And**

**Public Health England (PHE)**

**Delivering the Official Development Assistance Project supporting International Health  
Regulations Strengthening in Low and Middle Income Countries**

**(ODA IHR)**

**AMENDMENT 2**

This Amendment 2 refers to the MoU for the above Project signed by DHSC and PHE in January 2018 and the Variation Agreement relating to the MoU (hereafter referred to as Amendment 1) signed by DHSC and PHE in November 2018.

**WHEREAS:**

- A. The parties have previously entered into an MoU under which PHE delivers the Official Development Assistance Project (ODA) supporting International Health Regulations Strengthening in Low and Middle Income Countries (ODA IHR) (the 'Project');
- B. The parties have later agreed to Amendment 1 to the MoU, which extended the budget of the Project from £16 million to a maximum of £20 million;
- C. Following the outcome of the Spending Review for 2021/22, DHSC has allocated a maximum of £6,912,000 funding to the Project, to extend its activities to the end of financial year 2021/22, with the scope of this extension and the funding requirements laid out in the Business Case extension approved by the Global Health Security Programme Board on 1<sup>st</sup> February 2021;
- D. Of the £6,912,000, up to £800,000 will not be declarable as ODA as it will be used to cover One-HMG platform costs that the Project will be required to pay to the Foreign, Commonwealth and Development Office<sup>1</sup>, the remainder will be declarable as ODA funding;
- E. The total spend of the Project for the Spending Period 2016/17 to 2020/21 is forecasted to be £17 million; it is therefore acknowledged that the £6.9 million awarded for 2021/22 will bring the expected total budget of the Project to an amount not exceeding £24 million;
- F. In financial year 2020/21 the Project received £262,000 from the former Department for International Development (DfID), for work covered under its New Strategic Approach for Africa; this funding is acknowledged here for completeness but recognised as separate from the budget approved and funding provided by DHSC; in 2021/22 funding for the Project will be provided solely by DHSC.

The parties hereby agree to the following amendment:

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<sup>1</sup> One-HMG platform costs are declared as ODA by FCDO, therefore to avoid double counting the department paying FCDO should not declare them as ODA.

1. Page 2, replace the previously amended clause 1 with, “The Department of Health and Social Care (DHSC) will make available to Public Health England (PHE) a sum not exceeding £24 million over the period 2016/17 to 2021/22 to deliver the above project.”
2. Page 2, replace clause 5 with, “The Project will commence on 1st October 2016 and end on 31<sup>st</sup> March 2022.”
3. Page 3, replace the previously amended clause 11 with, “As detailed in paragraph 13 below, DHSC will make successive Grant in Aid transfers to PHE not exceeding £24 million in aggregate over the Spending Review period 2016/17 to 2020/21 plus the spending review period 2021/22 for delivery of PHE activity in line with the HM Treasury-approved Outline Business Case (Annex A to original MoU) and the Business Case Extension approved by the Global Health Security Programme Board in February 2021.”
4. Page 4, replace clause 17 with, “The PHE Director of Global Public Health will be accountable to the Senior Responsible Officer (SRO) of the DHSC Global Health Security Programme (the International Director), through the Global Health Security Programme Board, 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. Replace the previously amended ‘Annex D – Payment Schedule’ with ‘Amended Annex D – Payment Schedule’ (annexed to this Amendment 2).
6. Add new clause 50, under the existing heading ‘GENERAL’, “This agreement shall apply equally to PHE and its successor organisation, the National Institute for Health Protection (NIHP), and all instances of ‘PHE’ within this agreement shall be understood to refer to NIHP from such time that this organisation formally comes into being.”
7. Add new clauses 51-55, under heading ‘SAFEGUARDING’:

“SAFEGUARDING

51. DHSC and PHE 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 Award holders and downstream partners.

52. DHSC and PHE operate a zero-tolerance approach towards sexual exploitation, abuse and harassment. PHE will immediately report any credible suspicions, or actual incidents, of sexual exploitation, abuse or harassment related to this MoU to DHSC. Both parties 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.

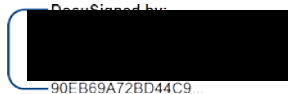
53. PHE should also report any credible suspicions of, or actual incidents, that are not directly related to this MoU but would be of significant impact to the partnership between DHSC and PHE or the reputation of DHSC, PHE, and UK Aid. For example, events that affect the governance or culture of the respective parties, such as those related to senior management, must be reported.

54. Both parties will fully co-operate with investigations into such events, whether led by either party or any of its duly authorised representatives or agents.

55. 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."

8. Apart from that set out in the above, the rest of the original MoU shall remain in full force and effect.  
Terms defined in the MoU shall have the same meaning when used in this Amendment 2, unless defined otherwise.
9. Whereas the previous Amendment 1 to the MoU replaced clause 1, clause 11 and Annex D, these changes are now superseded by the replacements to clause 1, clause 11 and Annex D outlined in this Amendment 2.
10. Apart from that set out in above, the rest of the Amendment 1 shall remain in full force and effect. Terms defined in the Amendment 1 shall have the same meaning when used in this Amendment 2, unless defined otherwise.

Signed on behalf of DHSC:

  
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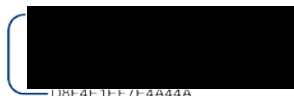
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**Name:** Anna Wechsberg

**Position:** International Director

**Address/contact details:** 39 Victoria Street, London, SW1H 0EU

Signed on behalf of PHE:

  
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**Name:** Michael Brodie

**Position:** Interim Chief Executive

**Address/contact details:** Public Health England, Wellington House, 133-155 Waterloo Road, London, SE1 8UG

**AMMENDED ANNEX D – PAYMENT SCHEDULE****PAYMENT SCHEDULE FOR THE INTERIM PHASE**

As detailed in Annex C, DHSC 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
2. 31 March 2017	£199,475
<b>Financial year 2016/17 sub-total</b>	<b>£189,475</b>
3. 30 June 2017	£148,000
4. 30 September 2017	£179,000

**PAYMENT SCHEDULE FOR THE MAIN PHASE**

5. 31 December 2017 (including Interim Phase completion as at 31 October 2017)	£213,600
6. 31 March 2018	£739,000
<b>Financial year 2017/18 sub-total (including both Interim Phase and Main Phase payments)</b>	<b>£1,279,600</b>
7. 30 June 2018	£396,000
8. 30 September 2018	£555,000
9. 31 December 2018	£753,000
10. 31 March 2019	£1,371,000
<b>Financial year 2018/19 sub-total</b>	<b>£3,075,000</b>
11. 30 June 2019	£1,294,636.93
12. 30 September 2019	£1,349,203
13. 31 December 2019	£1,514,738
14. 31 March 2020	£2,729,138

<b>Financial year 2019/20 sub-total</b>	<b>£6,887,715.93</b>
15. 30 June 2020	£1,031,174
16. 30 September 2020	1,289,926.85
17. 31 December 2020	£1,138,237
18. 31 March 2021	£1,808,485
<b>Financial year 2020/21 sub-total</b>	<b>£5,267,822.85</b>

**PAYMENT SCHEDULE FOR THE EXTENSION INTO SPENDING PERIOD 2021/22**

19. 30 June 2021	£1,728,000
20. 30 September 2021	£1,728,000
21. 31 December 2021	£1,728,000
22. 31 March 2021	£1,728,000
<b>Financial year 2021/22 sub-total</b>	<b>£6,912,000</b>

**TOTAL FOR PROJECT**

<b>Total</b>	<b>£23,611,613.78</b>
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