



Department
of Health &
Social Care

Memorandum of Understanding (MoU)

Global Health Security Strengthening Project

Version: Final 1.2

Date: 03/08/2021

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Global Health Security Strengthening Project

Version	Date Issued	Brief Summary of Change	Owner's Name
Draft 1	17/03/2021	First draft	Oliver Steele
Draft 2	09/04/2021	Reviewed by Katie Gotham, Angela Oddio, Mike Farren	Oliver Steele
Draft 3	13/05/2021	PHE suggested edits	Meghan Cook & Eve O'Connor
Draft 4	22/5/2021	PHE Legal	Isabel Ault
Draft 5	03/06/2021	Formatting changes	Oliver Steele
Final version	07/06/2021	Reviewed and agreed by both parties	Oliver Steele
Final 1.1	20/07/2021	Minor alteration agreed by both parties	Oliver Steele
Final 1.2	03/08/2021	Added Jenny Harries as signatory	Oliver Steele

SECTION 1. PARTIES

- 1.1 THIS MEMORANDUM OF UNDERSTANDING (“**MoU**”) is between the following parties (“**Parties**”):
- (1) The Secretary of State for Health and Social Care of 39 Victoria Street, London, SW1H 0EU (“**DHSC**”), and
 - (2) The Secretary of State for Health and Social Care, acting through its executive agencies:
 - i) For quarters 1 and 2 of 2021/22, Public Health England of 133-155 Waterloo Road, London, SE1 8UG (“**PHE**”)
 - ii) For quarters 2 and 3 of 2021/22, the UK Health Security Agency of 133-155 Waterloo Road, London, SE1 8UG (“**UKHSA**”).
- 1.2 Within this MoU all reference to UKHSA shall be understood to refer to PHE in regard to quarters 1 and 2 and 2021/22.

SECTION 2. BACKGROUND AND PURPOSE OF THIS MOU

- 2.1 Whereas, the Parties have agreed that UKHSA shall deliver the Global Health Security Strengthening Project (“**the Project**”) and that this shall be jointly funded by DHSC and UKHSA;
- 2.2 DHSC shall make available a Contribution (“**the DHSC Contribution**”) of not exceeding £312,000 of Official Development Assistance (ODA) over the spending period 2021/22 to deliver the Project.
- 2.3 UKHSA will separately provide a Contribution (“**the UKHSA Contribution**”) of up to £128,000 over the spending period 2021/22 to deliver the Project.
- 2.4 The Project has the primary purpose of providing the resource and technical expertise to increase UKHSA engagement on global health security at a global level, complementing and building on existing in-country work (“**the Activities**”).
- 2.5 As outlined in Annex B, the components of the Activities funded by the DHSC Contribution are targeted primarily to the benefit of low- and middle-income countries.
- 2.6 UKHSA should note that the Secretary of State for Health and Social Care proposes to pay the DHSC Contribution pursuant to his discretion under Section 1(1) of the International Development Act 2002.
- 2.7 UKHSA will undertake the Activities in accordance with the provisions of this MoU.
- 2.8 This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.

- 2.9 UKHSA will not use any element of the DHSC Contribution for paid for lobbying, which means using the DHSC 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.
- 2.10 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.

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

SECTION 3. DEFINITIONS AND 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 Project as detailed in Annex A (Activities) and to be further defined in the Project Plan;

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

“Commencement Date” means **1 April 2021**;

“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.

“DHSC Contribution” means the sum or sums of money in GBP to be provided to UKHSA by DHSC in accordance with this MoU as set out in Annex B (Pricing);

“UKHSA Contribution” means the sum or sums of money to be provided for the Project directly by UKHSA, which is separate and distinct from the DHSC Contribution;

“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;

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

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

“Foreground IPR” means any Intellectual Property Rights that arise from or are developed by either Party in performing this MoU;

“Funding Period” means the period for which the DHSC Contribution is awarded starting on the Commencement Date and ending on 31 March 2022;

“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;

“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;

“Principles” means the principles of collaboration and the Parties responsibilities as set out in Section 5 of this MoU;

“Project” means the Global Health Security Strengthening Project delivered by UKHSA as more particularly described in Annex A (activities);

“Project Plan” means the document that will be provided by UKHSA and subject to approval by DHSC, further defining the Activities listed in Annex A;

“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).

SECTION 4. ACTIVITIES

- 4.1 UKHSA will perform the Activities described in Annex A (Activities). DHSC will make payments to the Partner for satisfactory completion of Activities in accordance with the provisions of Annex B (Pricing).
- 4.2 UKHSA will further define the Activities in the Project Plan, which will be submitted to DHSC for review and approval within Quarter 1 of 2021/22. Once approved by DHSC, the Project Plan shall be considered the full definition of the Activities as referred to in this MoU.
- 4.3 UKHSA will comply with all applicable laws in carrying out the Activities.

SECTION 5. PRINCIPLES OF COLLABORATION AND THE PARTIES' RESPONSIBILITIES

- 5.1 The Parties agree to follow the principles set out in paragraph 5.1.1 below ("**Principles**") at all times during the term of this MoU:
 - 5.1.1 the Parties will:
 - be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - share appropriate information, experience, materials and skills to learn from each other and develop effective working practices;
 - work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - 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 procurement rules, data protection and freedom of information legislation;
 - act in a timely manner;
 - 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.

SECTION 6. CONTRIBUTION

- 6.1 The maximum amount that DHSC will pay under this MoU to UKHSA is the DHSC Contribution.

- 6.2 It is DHSC's intention that the DHSC Contribution will be categorised as ODA as defined by the OECD from time to time.
- 6.3 UKHSA shall use all reasonable endeavours to ensure that the DHSC Contribution can be properly categorised as ODA by the OECD.
- 6.4 UKHSA shall notify DHSC as soon as reasonably practicable of any concern it has that the DHSC Contribution cannot or may not be properly categorised as ODA by the OECD.
- 6.5 If, as a consequence of UKHSA's breach or negligent performance or non-performance of this MoU, monies provided to UKHSA are not classified as ODA by the OECD, UKHSA shall repay to DHSC a sum equal to the amount which the OECD determines is not ODA.
- 6.6 The DHSC 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.
- 6.7 Prior to effecting major changes between categories of expenditure as detailed in Annex B (Pricing) that may be found necessary in the course of implementing the activities, UKHSA will obtain DHSC's prior written approval.

SECTION 7. SPEND PROFILE AND PAYMENTS

- 7.1 The indicative DHSC spend profile to support the delivery of the Activities is as follows:

Period	Spend Profile
2021/22 Quarter 1	£78,000
2021/22 Quarter 2	£78,000
2021/22 Quarter 3	£78,000
2021/22 Quarter 4	£78,000
TOTAL	£312,000

- 7.2 The Spend Profile is indicative only and may be amended, dependent on actual expenditure and need.
- 7.3 In line with UK Government financial regulations, DHSC will not make payments in advance of need, but payments will be made directly to the UKHSA, on a quarterly basis, in arrears of expenditure. No interest will be earned on the DHSC Contribution.
- 7.4 UKHSA will notify DHSC of variations to the Spend Profile as soon as possible as and when this occurs.
- 7.5 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.
- 7.6 DHSC will not make payment to the UKHSA until it is satisfied that UKHSA has paid for the Activities in full and that they have been delivered during the Funding Period. UKHSA

will provide evidence to the reasonable satisfaction of DHSC that the above provisions have been met in accordance with the reporting requirements to be defined in the Project Plan.

- 7.7 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.
- 7.8 The DHSC Contribution will be deposited according to the payment schedule in paragraph 7.1 in the UKHSA's bank account:

Bank name and address	Royal Bank of Scotland London Corporate Service Centre, CPS Services 2nd Floor, 280 Bishopsgate, London, EC2M 4RB United Kingdom
Bank branch name	National Westminster Bank Plc (whom are owned by RBS)
Account name	Public Health England
Sort code	60-70-80
Account number	10017550
Swift code	NWBKGB2L
IBAN	GB48NWBK60708010017550

and the contribution clearly identified using 'GHS Strengthening Project' as the reference.

SECTION 8. UTILISATION OF FUNDS AND ACCOUNTING

- 8.1 The DHSC 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 the DHSC Contribution in accordance with the 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 Activities and any future arrangements made under this initiative.
- 8.3 DHSC is providing the DHSC 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.

SECTION 9. ACCOUNTABILITY AND INDEMNITY

- 9.1 The PHE Medical Director, or the equivalent position-holder within UKHSA, will be accountable to the Senior Responsible Officer of the DHSC Global Health Security Programme (the DHSC Director of International), through the DHSC Global Health Security Programme Board, for all Project spend and activity that is linked to the DHSC Contribution. This does not extend to accountability for the UKHSA Contribution, however where appropriate UKHSA will share with DHSC and the Global Health Security Programme Board information on how the UKHSA Contribution is utilised for the Activities.
- 9.2 Notwithstanding their Project accountability to the Global Health Security Programme Board, the PHE Medical Director or the equivalent position-holder within UKHSA remains accountable at all times to UKHSA's Chief Executive. This includes accountability for the UKHSA Contribution. As such, Project activity must be reported to and reviewed by the UKHSA Management Committee routinely, and the Chief Executive kept informed of any significant variations to plans arising from political, economic, legal or ethical considerations.
- 9.3 DHSC will not be responsible for the activities of any person, organisation or company engaged by UKHSA or its agencies as a result of this MoU.
- 9.4 On completion of the Project, or annually should the Project be extended beyond one year, the Representative of UKHSA shall provide a signed statement confirming the DHSC Contribution has been utilised as expected, in accordance with the terms of this MoU and to fulfil the Activities as detailed in the Project Plan.

SECTION 10. REPORTING REQUIREMENTS

- 10.1 UKHSA will provide quarterly financial reports for the DHSC Contribution that will clearly set out actual expenditure against the approved budget lines as defined in the Project Plan and forecast actual expenditure for the rest of the Project.
- 10.2 UKHSA will provide a final report for the Project, to support monitoring, learning and evaluation. The final report will follow a template to be provided by DHSC.
- 10.3 UKHSA will report on the progress of the Project as a whole, which will be in relation to the Activities funded by both the DHSC Contribution and the UKHSA Contribution, but will make clear in its reporting specifically how the DHSC Contribution has been utilised, as separate from the overall budget.
- 10.4 Supplementary to the requirements outlined in this Section 10, further reporting requirements will be agreed by the Parties and defined in the Project Plan.

SECTION 11. DUE DILIGENCE

- 11.1 In utilising the DHSC 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.

- 11.2 Additionally, UKHSA will take the necessary steps at the commencement of the 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:
- 11.2.1 Reliability and integrity of the Downstream Partner's financial controls, systems and processes;
 - 11.2.2 Effectiveness and efficiency of their project operations;
 - 11.2.3 Procedures for safeguarding project assets, and;
 - 11.2.4 Compliance with national legislation, regulation, rules, policies and procedures

SECTION 12. DELIVERY CHAIN MAPPING

- 12.1 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.
- 12.2 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, should the Project be extended beyond one year; and at the end of the project, as part of the project completion review process.

SECTION 13. ODA TRANSPARENCY AND EVALUATION

- 13.1 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.
- 13.2 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 Activities.

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

SECTION 14. FRAUD, CORRUPTION AND ETHICAL PRACTICES

- 14.1 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 DHSC's Anti-Fraud Unit at fraudenquiries@dhsc.gov.uk.
- 14.2 DHSC and UKHSA have a zero-tolerance approach towards Financial Impropriety that may lead to the misuse of the DHSC 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.
- 14.3 In the event of any credible indications that the DHSC 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.
- 14.4 DHSC reserves the ability to recover the DHSC 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.
- 14.5 UKHSA must comply with the recommendations of the Public Accounts Committee and any other expenditure controls specified by the UK Government
- 14.6 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, 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.

SECTION 15. SAFEGUARDING

- 15.1 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.
- 15.2 The Parties have a zero-tolerance approach towards sexual exploitation, abuse and harassment. UKHSA will immediately contact DHSC at ODAsafeguardingconcerns@dhsc.gov.uk to report any credible suspicions, 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.
- 15.3 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.
- 15.4 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 UKHSA.

SECTION 16. PROCUREMENT BY UKHSA

- 16.1 The DHSC Contribution may be used to purchase goods and services required for the Activities, in accordance with UKHSA's regulations, rules, policies, procedures and directives.
- 16.2 Any Project 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 Project completion, will be decided in writing by all Parties.

SECTION 17. HEALTH, SAFETY AND SECURITY

- 17.1 UKHSA is responsible for all security arrangements in relation to the Project 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.
- 17.2 The DHSC 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

SECTION 18. VARIATION

- 18.1 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).
- 18.2 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.

SECTION 19. LIASON BETWEEN THE PARTIES

- 19.1 Formal contact between DHSC and UKHSA as Parties to this MoU will be through the Representatives.
- 19.2 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).
- 19.3 Either Party may change the Representative at any time by notifying the other Party in writing.
- 19.4 The Representatives (or their appointed deputies) will:
 - 19.4.1 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;
 - 19.4.2 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
 - 19.4.3 document key decisions in writing.

SECTION 20. COSTS AND EXPENSES

- 20.1 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.

SECTION 21. USE OF THIRD PARTIES

- 21.1 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.

SECTION 22. INTELLECTUAL PROPERTY RIGHTS

- 22.1 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.
- 22.2 Both Parties will work together to ensure that 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, the 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, the 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.
- 22.3 Neither Party will use the name, logo, trademarks or other brand collateral of the other Party without the owning Party’s prior written consent.

SECTION 23. FREEDOM OF INFORMATION AND COMMUNICATIONS TO THE PUBLIC

- 23.1 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.
- 23.2 The requirements below are subject to any government requirements as to transparency which may apply to either Party from time to time.
- 23.3 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.
- 23.4 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.

SECTION 24. CONFIDENTIAL INFORMATION

- 24.1 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 performance of the Activities or otherwise.

- 24.2 Except to the extent set out in this paragraph 24 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.
- 24.3 The obligations of confidentiality in this paragraph 24 (Confidential Information) will continue in force until the information ceases to be confidential in nature.

SECTION 25. PROTECTION OF PERSONAL DATA

- 25.1 The Parties will comply with their responsibilities under the UK General Data Protection Regulations (UK GDPR) 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).
- 25.2 Each Party must ensure that personal data under this MoU is not transferred outside the UK without the prior agreement of the other.

SECTION 26. RESOLUTION OF DISPUTES

- 26.1 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:
- 26.1.1 For DHSC: Deputy Director of Global Health Security
 - 26.1.2 For PHE: Medical Director
 - 26.1.3 For UKHSA: Equivalent position to the PHE Medical Director
- 26.2 If the matter cannot be resolved by the senior personnel specified in paragraph 26.1 within 30 days, the matter may be escalated to the Secretary of State for Health and Social Care for resolution.

SECTION 27. TERM AND TERMINATION

- 27.1 This MoU will commence on the Commencement Date and (subject to earlier termination on the provisions of this MoU) will continue for a period of up to 12 months which period may be extended by the mutual written agreement of the Parties.

- 27.2 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).
- 27.3 A Party terminating this MoU will give as much notice as reasonably possible and will offer all reasonable assistance to ensure:
- 27.3.1 an effective handover of Activities, if the Activities are not concluded at the time of termination, and
 - 27.3.2 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.

SECTION 28. FINANCIAL CONSEQUENCES OF EXIT FROM THE MOU BY AN INDIVIDUAL PARTY

- 28.1 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 UKHSA will provide a final report detailing the Activities it has performed).
- 28.2 Where DHSC has paid any DHSC 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 28.1).

SECTION 29. REVIEW AND AUDIT OF THE MOU

- 29.1 In addition to the regular review meetings to discuss performance in accordance with paragraph 19.4, the Representatives shall meet to review this MoU whenever substantial changes occur to the policies, external relationships and structures of either DHSC or UKHSA. Any changes to this MoU will only be effective if set out in writing and signed by both Parties.
- 29.2 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).

SECTION 30. MISCELLANEOUS

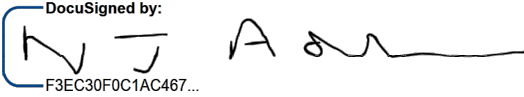
- 30.1 This MoU does not confer any rights on any third party. Nothing in this MoU will be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations

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.

- 30.2 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.
- 30.3 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.

SIGNATORIES

Signed for and on behalf of DHSC

Signature:  F3EC30F0C1AC467...

Name: Nick Adkin

Position: Deputy Director of Global Health Security

Date: 25-Aug-2021 | 8:12 PM BST

Signed for and on behalf of PHE (in respect of quarters 1 and 2 of 2021/22)

Signature:  9C7B6CD2B102489...

Name: Yvonne Doyle

Position: Medical Director

Date: 31-Aug-2021 | 11:51 AM BST

Signed for and on behalf of UKHSA (in respect of quarters 3 and 4 of 2021/22)

Signature:  B26300935423455...

Name: Jenny Harries

Position: Chief Executive

Date: 06-Sep-2021 | 12:06 AM BST

Annex A. Activities and outputs

High level of overview of activities and outputs defined to date – a Project Plan further defining the Activities will be written by UKHSA and shared with DHSC for review and approval in Q1 of 2021/22.

Area of work	Activities	Outputs (detail of deliverables to be in full Project Plan and Logframe)
IHR strengthening	<ul style="list-style-type: none"> • Working closely with IHR Strengthening Project to help shape global initiatives • Building and sharing the knowledge and evidence base in (LMICs), regionally and globally • Engagement beyond those ODA eligible countries already supported directly through the IHR and PHRST projects. 	<ul style="list-style-type: none"> • Increased engagement with key global partners and networks, including WHO, GHSA etc • Engagement by working through and shaping global initiatives such as WHO IHR (2005) • Helping strengthen regional engagement beyond Africa
Strengthening engagement and global networks		
WHO	<ul style="list-style-type: none"> • WHO IHR M&E framework-Support review of process and technical areas, and update post COVID-19 across: • Sharing resources and experience through: <ul style="list-style-type: none"> ○ WHO benchmarks for IHR (2005) ○ WHO Academy and Library ○ Multisectoral preparedness framework ○ Strategic partnership for health security • Delivery of PHE / UKHSA's newly designated WHO Collaborating Centre for GHS Terms of Reference 	<ul style="list-style-type: none"> • Contribute to revised / updated IHR M&E framework (post IHR review) • Shared learnings and expertise from IHR Strengthening Project through WHO to Member States • Shared learning to Member States on responding to the COVID-19 pandemic, and discussions on working together on future pandemic preparedness, including NVAP. • Review of Public Health Emergency Operations Centres framework • Contribution of resources to WHO library, including: <ul style="list-style-type: none"> ○ Case studies and examples of best practice, ○ Lessons learnt from IHR and UKPHRST ○ Training materials • Collaborating Centre deliverables: TBC after prioritisation consultation with WHO
GHSA	<ul style="list-style-type: none"> • Develop and strengthen relationships with other member states, and key regional stakeholders, laying the groundwork for future collaboration on global health security. • Strengthen xHMG engagement • Strengthen engagement into UK priority GHSA Action Packages 	<ul style="list-style-type: none"> • Learnings and expertise from IHR Strengthening Project shared through GHSA network • Engagement beyond IHR project partner countries and regions • Raised profile of UK GHS and IHR expertise and commitment to GHSA • Shared learning on responding to the COVID-19 pandemic, and input into discussions on working together on future pandemic preparedness. • Membership of Steering Group 2022. • Specific deliverables for each GHSA Action Package e.g. Zoonotic Diseases to be defined

Global Health Security Strengthening Project

G7 and G20	<ul style="list-style-type: none"> Build on UK G7 Presidency in 2021. 	<ul style="list-style-type: none"> Input expertise and learning into One Health Intelligence Hub, pandemic preparedness plans discussions and New Variant Assessment Platform (NVAP) discussions
IANPHI	<ul style="list-style-type: none"> Increase engagement and work to develop a shared agenda for GHS across NPHIs 	<ul style="list-style-type: none"> Input into IANPHI/RIVM working group on Public Health and Climate Change Input into shared GHS agenda
Strengthened GHS engagement, collaboration and coordination across HMG		
Enhanced GHS technical expertise and capacity across HMG	<ul style="list-style-type: none"> Strengthening partnerships with other DHSC GHS programmes and xHMG ODA activity to optimise coordination of all UK government resources and to enhance synergy between diplomacy and aid. Enabling and underpinning the impact of G7 partners' investments in GHS UK leadership 2021 Contribute to development of OH Intelligence Hub Input expertise into COP 26- all hazards approach Build on existing GDRR partnerships to further align GHS/GDRR agenda 	<ul style="list-style-type: none"> Meet the increasing demand for scientific advice and evidence to inform DHSC and OGDs policy which impacts on GHS in ODA eligible LMICs. Strengthened partnerships across HMG GHS programmes. Synergies and opportunities for collaboration with UK government departments, international programmes and expert institutions to enhance impact and optimise efficiencies OH Intelligence Hub developed with input from UKHSA OH expertise, including building on the connections of the PHE/UKHSA HAIRS network Contribution to joined up xUKHSA input into COP26 climate and health workstream. Deliverables TBC as strategy determined

Annex B. Pricing**ODA funding from DHSC:**

Period	Indicative payment
2021/22 Quarter 1	£78,000
2021/22 Quarter 2	£78,000
2021/22 Quarter 3	£78,000
2021/22 Quarter 4	£78,000
TOTAL	£312,000

Non-ODA funding from UKHSA:

Period	Indicative payment
2021/22 Quarter 1	£32,000
2021/22 Quarter 2	£32,000
2021/22 Quarter 3	£32,000
2021/22 Quarter 4	£32,000
TOTAL	£128,000

Expenditure	Spend profile for the year*
Funded by the UKHSA Contribution	
Total	£128,000
Funded by the DHSC Contribution (fully ODA-eligible) ^{†,§}	
Access to additional expertise across UKHSA (0.5FTE)	£52,000
T&S	£10,000
Other delivery costs/ funds to allocate against project work as the workplan is reviewed and agreed	£33,000
Total	£312,000

* All figures are inclusive of overhead costs.

† ODA funding figures higher than PHE internal funding figures due to additional overhead costs charged at standard rate of 30% of salary.

§ UKHSA to report on finances to DHSC quarterly and notify of any potential variances in spending.

¶ Acting up consultant contract is limited to a three-month duration with the possibility of a three-month extension due to faculty restrictions.

Annex C. Authorised Representatives and addresses for service of notices

For DHSC:

Name	Katie Gotham, Global Health Security Policy Lead
Office Address	39 Victoria Street, London SW1H 0EU
Telephone number	[REDACTED]
E mail address	[REDACTED]

For UKHSA:

Name	Tina Endericks, Head of Global Health Security
Office Address	133-155 Waterloo Road, London SE1 8UG
Telephone number	[REDACTED]
E mail address	[REDACTED]

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;
“GDPR”	means the UK General Data Protection Regulations.
“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 GDPR;
“Processor”	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, as set out in GDPR;
“Personal Data Breach”	will have the same meaning as set out in GDPR;
“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.