

VARIATION TO CONTRACT FORM

Project Title: NIHR Global Health Research Group on Global COPD in Primary Care, University of Birmingham

Project Application No: 16/137/95

Contract between the Secretary of State for Health and Social Care ("the Authority") and University of Birmingham ("the Contractor") dated 26 June 2017 ("the Contract")

Variation No: 1

Date: 31 January 2020

1. The Contract is varied as follows:
 - (i) Condition 1. Definitions and Interpretation

"Completion Date" **shall be revised** to read:
"means 31 December 2020".
 - (ii) Section 2 **shall be supplemented** by the addition of clauses 42 and 43 attached.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: The Authority

For: The Contractor

By:

By:

Full Name:

Full Name:

Position:

Position:

Date:

Date:

42. SAFEGUARDING PROVISIONS

42.1. The Contractor shall:

42.1.1. take all reasonable steps to prevent actual, attempted or threatened Sexual Exploitation, Abuse or Harassment by its employees or any other persons engaged and controlled by it to perform any activities under this Contract; and

42.1.2. adopt robust procedures for the reporting of suspected misconduct, illegal acts or failures to investigate.

42.2. The Contractor shall take all reasonable steps to ensure that the Key Staff and others employed, retained or contracted by the Contractor to perform any activities under this Contract do not engage in sexual activity with any individual under the age of 18, even if the age of majority or age of consent is lower in the relevant territory.

42.3. The Contractor shall:

42.3.1. report any complaints or concerns regarding possible Sexual Exploitation, Abuse or Harassment by its employees or any other persons engaged and controlled by it to perform any activities under this Contract to the relevant authorities (including the Authority and local law enforcement or other agencies); and

42.3.2. take all reasonable steps to ensure that individuals are enabled to report concerns and complaints through supportive, confidential and accountable mechanisms.

42.4. The Contractor shall take all reasonable steps to investigate allegations or suspicions of Sexual Exploitation, Abuse or Harassment and take appropriate corrective action, including disciplinary action, against the Key Staff and others employed or retained by the Contractor to perform the Research, and will keep the Authority and relevant authorities informed of the progress of the investigations as appropriate.

42.5. In the event that the Contractor fails to comply with any of this Clause 42, the Authority reserves the right to:

42.5.1. deem this to be a material breach and terminate this Contract in accordance with Clause 20.3 herein; and/or

42.5.2. suspend or reduce its payment of amounts due under the payment schedule in Section 4 of this Contract; and/or

42.5.3. require repayment of all or part of the funding provided under this Contract; and/or

42.5.4. take a breach of this Clause 42 by the Contractor into account when considering future applications for funding from the Contractor.

42.6. For the avoidance of doubt, the Contractor shall:

42.6.1. obtain written confirmation from any Collaborator, and any subcontractor retained by the Contractor or by any Collaborator, subcontractors that they accept the standards set out in this Clause; and

42.6.2. ensure that all subcontracts reflect the terms and requirements of this Clause

in each case, prior to the Collaborator or other subcontractor performing any activity under this Contract.

42.7. For the purposes of this Clause 42:

42.7.1. Sexual Exploitation means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes and includes but is not limited to profiting monetarily, socially, or politically

from sexual exploitation of another.

42.7.2. Sexual Abuse means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions and includes but is not limited to all sexual activity with someone under the age of 18, regardless of local age of majority or consent.

Sexual Harassment means any unwelcome sexual advances (including but not limited to sexual advances made without touching) and includes but is not limited to requests for sexual favours, or other verbal or physical behaviour of a sexual nature, which may create a hostile or offensive environment.

43. INTERNATIONAL AID TRANSPARENCY INITIATIVE (IATI) REPORTING

43.1. The Contractor must:

43.1.1. publish this and any other NIHR ODA global health award/funding to the IATI registry within six months following the date of this variation to contract;

43.1.2. procure that each and any Collaborator and Sub-contractor must publish the NIHR ODA global health funding it has received under this Research Contract, any Collaboration Agreement or Sub-contract to the IATI registry; and

43.1.3. use its reasonable endeavours to publish all other ODA funding it has received or been awarded to the IATI registry.