

PARTNERSHIP AGREEMENT
RELATING TO THE FORMATION AND OPERATION OF
THE UK PUBLIC HEALTH RAPID SUPPORT TEAM

BETWEEN

PUBLIC HEALTH ENGLAND, AN EXECUTIVE AGENCY OF
THE DEPARTMENT OF HEALTH (1)

AND

LONDON SCHOOL OF HYGIENE AND TROPICAL MEDICINE
(2)

This Contract is dated October 2017.

PARTIES

(1) **Public Health England**, an executive agency of the Department of Health, at Wellington House, 133-155 Waterloo Road, London SE1 8UG ("**PHE**"); and

(2) **London School of Hygiene & Tropical Medicine** at Keppel Street, London WC1W 7HT ("**LSHTM**")

who may, from time to time, be hereinafter referred to individually as the "Party" or collectively as the "Parties".

IT IS AGREED THAT:

1. The Department of Health (DH) is providing funding to the LSHTM and PHE for the establishment of a UK Public Health Rapid Support Team ("UK-PHRST"), under separate arrangements with LSHTM and PHE:
 - i. LSHTM has entered into a Research Contract with the Secretary of State for Health dated 21 December 2016 ("Research Contract"), which outlines its funding arrangements with NIHR; and
 - ii. PHE has entered into a Memorandum of Understanding with the DH dated 26 January 2017, which will contain the terms of funding to PHE; and
 - iii. DH will agree financial plans and the Operational Research Strategy – 4 year plan (2017-2021) with the parties on an iterative basis each year based on these separate agreements.
2. The Project has the primary purpose of ensuring the United Kingdom has a standing capacity of multidisciplinary public health professionals and researchers that can be ready to deploy within 48 hours to a possible or known disease outbreak in a country that is eligible for Official Development Assistance (ODA), as defined by the Organisation for Economic Co-operation and Development (OECD).
3. LSHTM and PHE will collaborate in delivering the objectives and functions of the UK-PHRST. As such, the Secretary of State for Health requires the LSHTM to enter into this collaboration agreement with PHE to ensure that the aims of the UK-PHRST are met.
4. This Contract sets out the terms and conditions upon which the Parties agree to work together to ensure that the aims of the UK-PHRST are met.

AGREED TERMS

1. Interpretation

1.1 The following terms shall apply:

"Business Day"	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
"Collaborator"	means a person or organisation that is not a sub-contractor and who works with the LSHTM and/or PHE on the research on a collaborative basis and who is not specifically a party to this Contract.
"Commencement Date"	means 1 st July 2016 (notwithstanding the effective date of this Contract).
"Completion Date"	means 31 st March 2021.
"Contract"	means this contract and schedules.
"Data"	means the data or information, in whatever form including images, still and moving, and sound recordings, provided by staff related to the Project.
"Department of Health"	means the Secretary of State for Health of Richmond House, 79 Whitehall, London SW1A 2NS.
"Honorary Contract"	means an agreement entered into between LSHTM and PHE staff to provide consultancy services to LSHTM or PHE during the period of the honorary appointment (samples of which are attached hereto as Schedules 2 and 3).
"Intellectual Property or IP Policy"	means the intellectual property policy set out in Conditions 16 and 17 of the Research Contract.

"Project"	means the work undertaken by the Parties as set out in the UK-PHRST Business Plan, detailed in Schedule 1 of this Contract.
"UK-PHRST Business Plan"	means the business plan attached at Schedule 1 and as may be varied from time to time.
"Site Visit Group"	means the group constituted in accordance with Condition 15 of the Research Contract.
"Staff"	means a member of PHE or LSHTM's Academic or Non Academic staff (including, not limited to appropriate Collaborators' staff) engaged on the Project.

1.1 The interpretation and construction of this Contract shall be subject to the following provisions:

- 1.1.1 for the absolute avoidance of doubt, the term Partner and Partnership under this Contract shall under no circumstances have the meaning or status given in the Partnership Act 1890, the Limited Partnerships Act 1907 and the Limited Liability Partnerships Act 2000;
- 1.1.2 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted;
- 1.1.3 references to clauses and schedules are to clauses and schedules of this Contract, unless otherwise stated;
- 1.1.4 where the context allows, references to male gender include the female gender and the neuter, and the singular includes the plural and vice versa;
- 1.1.5 references to a Party shall include that Party's personal representatives, successors or permitted assignees;
- 1.1.6 general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms; and

1.1.7 the headings in this Contract are for convenience only and shall not affect its interpretation.

2. Commencement and Duration

2.1 This Contract shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue until 31 March 2021 (the "Project Period").

3. Scope

3.1 Each Party acknowledges that this Contract is only intended to govern the collaborative relationship between the LSHTM and PHE. Each Party further acknowledges that LSHTM may, with the agreement of PHE, enter into subcontracts with third parties for the delivery of the Project, and that for the sake of clarity King's College London and the University of Oxford have been approved as subcontractors. LSHTM hereby undertakes that such subcontracts shall require such third parties to observe the obligations in this Contract and the Research Contract, in such a way as to permit LSHTM to meet its obligations to PHE and the UK-PHRST.

3.2 Each Party shall ensure that the Project is carried out in accordance with the UK-PHRST Business Plan.

3.3 The Parties agree to co-operate with each other in the preparation of any reports required by the DH on the Project including any final reports.

4. Party-specific Obligations

4.1 The LSHTM shall:

4.1.1 keep to its obligations set out in Conditions 16 and 17 of the Research Contract;

4.1.2 upon request make available to PHE copies of all records generated in connection with the UK-PHRST and the Project, including for the avoidance of doubt, records generated by its employees, collaborators or by any third parties working on the Project;

4.1.3 ensure that any Collaborators (as defined within the Research Contract) carry out in accordance with Good Industry Practice and comply with the IP Policy.

4.2 PHE shall:

4.2.1 Undertake to use reasonable endeavours to assist LSHTM to perform all the obligations imposed on LSHTM in the Research Contract insofar

as (i) those obligations relate to or affect PHE's contribution to the Project and (ii) have been notified to PHE by LSHTM in advance.

- 4.2.2 Work in partnership with LSHTM to ensure a balanced share of governance responsibilities and management of any potential conflict of interest. PHE will actively participate in SMT meetings, Academic research group, Advisory Board, etc.
- 4.2.3 Contribute and support operational research in collaboration with LSHTM.
- 4.2.4 Provide and co-ordinate overseas deployment operational support including pre, during and post deployment. In consultation with LSHTM, where appropriate, SOPs and protocols will be developed to provide greater clarity and consistency in how deployments are managed.
- 4.2.5 observe professional standards and keep and maintain up-to-date records, including scientific notebooks, of all its activities relating to the Project and to make such records available, upon request, to the DH and the LSHTM;
- 4.2.6 use all reasonable endeavours to ensure that staffs have the full benefit of the One HMG Platform Agreement between PHE and the Foreign and Commonwealth Office for provision of certain in-country corporate support.

5. Mutual Obligations

5.1 Each Party shall:

- 5.1.1 work in partnership to develop and maintain an operational UK-PHRST deployment team and implement the Project in accordance with the Joint Proposal and 5-year operational strategy, using their best endeavours to complete the activities and deliverables within the budget and to target timescales;
- 5.1.2 provide all reasonable co-operation and assistance to the other at all times during the term of this Contract and for a period of six (6) years after termination or expiry of this Contract for the purposes of allowing each Party to assess whether the Project is supporting its objectives and responsibilities and to obtain such information as is necessary to fulfil its obligations to supply information for Parliamentary, Governmental, Judicial or other corporate, charitable, regulatory or administrative purposes and/or to carry out an audit of the other's compliance with this Contract including all activities, performance, security and integrity in connection therewith. The reasonable costs of any such audit or the provision of any such cooperation, assistance or information

shall be borne by the party requesting the audit;

5.1.3 where applicable, provide the other with appropriate training in the relevant public health and research issues required by members of the UK-PHRST;

5.1.4 keep all results confidential;

5.1.5 warrant that all staff formally sign, accept, and follow their obligations of their honorary contracts and provisions (Schedules 2 and 3);

5.1.6 keep each other informed of all aspects of the Project including any issues with respect to delivery of the agreed work plan and business plan for the UK-PHRST; and

5.1.7 ensure that any Research as defined in the Research Contract to be undertaken by the UK-PHRST has been submitted for review by a Research Ethics Committee recognised by NIHR.

5.2 Before 31st March 2018 produce an IP Policy for the UK-PHRST covering the management of Foreground IP produced during the term of the Contract. This policy will be distributed as a separate document to meet the requirements of the Research Contract. The overarching principle will be to facilitate Clause 12 below, ensuring that all Foreground is assigned to either LSHTM or PHE, and licensed to the other Party as appropriate, and (subject to prior rights of third parties) grant suitable access to either Party's Background to facilitate proper use of the Foreground for non-commercial purposes.

5.3 Either Party may from time to time suggest variations to the Project in order to ensure that the Project fulfils its objectives. The other Party shall not unreasonably withhold its consent to any such proposed variations. For the avoidance of doubt, any variation to the Project shall not be effective until agreed in writing by an authorised signatory of each Party.

5.4 Each Party acknowledges that it has been independently funded by the DH to fulfil its role(s) and obligations to deliver the UK-PHRST initiative. The Parties agree they will cooperate in the virement of funding between each other in such sums as they mutually agree are required to meet the overall objectives of any annual plan agreed by the DH. The mechanisms for such virement shall be agreed between the Parties and the DH (including NIHR, through which LHSTM receives its funding) and, if necessary, set out in a schedule to this Contract.

6. Confidentiality

6.1 The term "Confidential Information" means any and all confidential information relating to this Contract, including without limitation any and all

technical, financial, commercial or other information or trade secrets, (howsoever recorded, preserved or disclosed) disclosed by one Party to the other Party and either identified by a suitable legend or other marking as being confidential (or similar designation) in a suitably prominent position or described as being confidential at the time of disclosure **provided that Confidential Information shall not include any information which the receiving party can show through documentary evidence:**

- 6.1.1 is or becomes publicly available otherwise than as a result of a breach of this Contract;
 - 6.1.2 has been lawfully received from a third party without restriction as to its use or disclosure;
 - 6.1.3 was already in its possession free of any such restriction as to its use or disclosure prior to receipt;
 - 6.1.4 as independently developed by or for that Party without making use of any Confidential Information; or
 - 6.1.5 has been approved for release or use (in either case without restriction) by written authorisation of the other Party.
- 6.2 The Parties each undertake that they shall not at any time during this Contract and for a period of ten (10) years after expiry or termination, disclose to any third party any Confidential Information of the other Party, except as permitted by clause 26 below. Notwithstanding the foregoing, where the disclosing Party's Confidential Information is a trade secret, the recipient Party's confidentiality obligations under this Contract in respect of such trade secret shall survive until such time such trade secret enters public domain through no fault of the recipient Party.

7. Compliance with laws

- 7.1 Each Party agrees to comply with all applicable laws, regulations, orders and codes of practice from time to time in force, including without limitation those relating to data protection or privacy, in the performance of any obligations under this Contract.

8. Data Protection

- 8.1 Subject to any Party being permitted to refer to authors of published scholarly works, each Party shall ensure that no information which would lead to the identification of an individual shall be included in any publications without the prior agreement in writing of the individual concerned. Each Party shall ensure that no mention shall be made of individual officers of PHE in any publications, nor shall information be included which might lead to their identification, without the prior agreement in writing of PHE.

8.2 Each Party shall, from time to time, comply with any reasonable request made by the other Party to ensure compliance with this clause 8 and any relevant and applicable data protection and/or privacy laws.

8.3 Each Party shall not, by any statement, act or omission, cause the other Party to be in breach of, or to incur any civil, criminal or other liability under any other law or regulation relating to data protection or privacy.

9. **Rights to Data**

9.1 Subject to clause 8, each Party reserves the right to have access to and to use Data compiled during the course of the Project and will respect existing guidance on confidentiality of any Data which it obtains.

9.2 The Parties will agree a protocol for sharing Data which will be annexed to this Contract as Schedule 4.

10. **Monitoring and Reporting**

10.1 Progress of the Project will be reviewed periodically by the Parties against any agreed work plan and UK-PHRST Business Plan.

10.2 During the Project Period each Party shall provide verbal or written reports to all reasonable requests made by the other Party or by any person authorised to represent the other Party in respect of this Contract on any aspect of the Project.

10.3 Both Parties shall co-operate in preparing an annual written report on the progress of the Project for submission to the DH ("**Annual Report**"). The Annual Report, where applicable, shall contain a full description of the relevance and impact of the Project, including the extent to which it has assisted PHE's statutory obligations.

11. **Site Visit Group**

11.1 In the event that the DH appoints a Site Visit Group to visit the LSHTM or other premises where the Project is being conducted, PHE agrees to make available, upon reasonable request, its employees and/or consultants, for discussion with the Site Visit Group.

11.2 The LSHTM shall give PHE a written advance notice prior to any visit by the Site Visit Group, as soon as reasonably practicable following receipt by the LSHTM of written notice from the DH of such visit.

12. **Intellectual Property Rights**

12.1 Notwithstanding Clause 5 above PHE and the LSHTM have agreed to comply with Conditions 16 and 17 of the Research Contract as if integral to

this Contract.

13. **Publication and Branding**

13.1 Notwithstanding the definition of Data and Clauses 8 and 9 of this Contract the Parties acknowledge and agree the Research Contract requires the LSHTM to publish the results of its Research (as defined in that agreement), and the Parties agree to allow LSHTM to comply with Condition 18 (Publication and Branding) of the Research Contract which covers publication of the Research Project Agreement, to the extent they are able to use Data in compliance with Data Protection legislation.

14. **Termination**

14.1 Without affecting any other right or remedy available to it, either Party may terminate this Contract in accordance with the provisions given in Condition 20 of the Research Contract.

15. **Consequences of Termination**

15.1 Consequences of terminating this Contract shall be governed by Condition 21 of the Research Contract.

16. **Force Majeure**

16.1 In the event that any Party is delayed in the performance of its obligations under this Contract by an event of Force Majeure, the obligations of the Parties under this Contract shall remain in suspense until the cause thereof has ceased. "**Force Majeure**" shall include any of the following: epidemic or pandemic, riots, sabotage, acts of war or piracy, destruction of essential equipment by fire, explosion, storm, flood or earthquake, and delay caused by failure of power supplied or transport facilities or any other cause beyond the control of the Parties which renders performance of this Contract impossible.

16.2 Neither of the Parties shall be liable to the other for any loss due to Force Majeure including but not limited to any damages or abatement of charges whether directly or indirectly caused or incurred by any failure or delay in the performance of its obligations.

16.3 If either of the Parties shall become aware of Force Majeure which give or are likely to give rise to any failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall say how long it is estimated that such failure or delay shall continue.

16.4 Any failure by a Party to perform or any delay by either of the Parties in performing its obligations under the Contract which results from any failure or delay in the performance of its obligations by any person, firm or company with which a Party shall have entered into any contract, supply

arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangements or sub-contract or otherwise as a result of Force Majeure.

17. Warranties and Liability

17.1 A Party shall not be liable to the other Party for special, indirect, incidental or consequential damages, whether in contract, warranty, negligence, tort, strict liability or otherwise, arising out of any breach of or failure to perform any of the provisions of this Contract.

17.2 Nothing in this Contract shall limit the liability of any Party in respect of:

17.2.1 personal injury or death arising out of that Party's negligence or wilful misconduct; or

17.2.2 fraud or fraudulent misrepresentation.

17.3 Each Party agrees to indemnify, defend and hold harmless the other against all and any liabilities, costs, claims and demands directly arising out of any claim by the DH (including NIHR) which directly results from a breach of this Contract by either Party.

17.4 This indemnity shall not apply to the extent that a claim under it results from fault, negligence or wilful misconduct. Nothing in this Contract shall restrict or limit either Party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim. Nothing in this Contract shall restrict or limit the application of the rules as to remoteness of damage for breach of contract in relation to a loss that either Party may suffer or incur as a result of an event that gives rise to a claim under this indemnity.

18. Assignability

18.1 No Party will assign this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld, denied or delayed.

19. Variation

19.1 No variation to this Contract shall be effective unless made in writing and signed by both Parties.

20. Severability

20.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full

force and effect as if this Contract had been executed with the invalid provisions eliminated.

- 20.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, the Parties shall immediately commence good faith negotiations to remedy such invalidity.

21. Waiver

- 21.1 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

- 21.2 A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. Corrupt Gifts or Payments

- 22.1 A Party shall not do (and warrants that in entering the Contract he has not done) any of the following (referred to in this clause 22 as "prohibited acts"):

22.1.1 offer, give or agree to give to any servant of the Crown any gift or consideration of any kind as an inducement or reward for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the other Party or the Crown, or for showing or not showing favour or disfavour to any person in relation to this or any other contract with the other Party or the Crown;

22.1.2 enter into this or any other contract with the other Party or the Crown in connection with which commission has been paid or has been agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and the terms and conditions of any such agreement for the payment of it have been disclosed in writing to the other Party.

- 22.2 If a Party, his employees, agents or any sub-contractor, or anyone acting on his or their behalf, does any of the prohibited acts or commits any offence as the case may be under the Bribery Act 2010 with or without its knowledge (**Defaulting Party**) in relation to this or any other contract with the non-Defaulting Party or the Crown, the non-Defaulting Party shall be

entitled:

22.2.1 to terminate the Contract immediately by giving notice in writing and recover from the Defaulting Party the amount of any loss resulting from the termination;

22.2.2 to recover from the Defaulting Party the amount or value of any such gift consideration or commission; and

22.2.3 to recover from the Defaulting Party any other loss sustained in consequence of any breach of this clause 22, whether or not the Contract has been terminated.

22.3 In exercising its rights or remedies under this clause 22, the non-Defaulting Party shall:

22.3.1 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;

22.3.2 give all due consideration, where appropriate, to action other than termination of the Contract, including (without limitation to):

(a) requiring the Defaulting Party to procure the termination of a sub-contract where the prohibited act is that of a sub-contractor;

(b) requiring the Defaulting Party to procure the dismissal of an employee (whether his own or that of a sub-contractor) where the prohibited act is that of such employee.

22. **Dispute Resolution**

23.1 Any dispute, difference or question between the Parties with respect to any matter arising out of or relating to this Contract shall be resolved in confidence by negotiation.

23.2 If the matter cannot be resolved through negotiation within a period of 35 Business Days, the Parties will, at the request of either of them, attempt in good faith to resolve the dispute through an agreed alternative dispute resolution ("ADR") procedure.

23.3 If the matter has not been resolved by an agreed ADR procedure within one (1) month of the initiation of such procedure, the Parties may seek to resolve it in accordance with Clause 27.1. Nothing in this clause shall prevent or impede a Party from being free to apply for interim or equitable relief in a court of competent jurisdiction.

24. Notices

24.1 Any notices relating to Press Releases or Publications as required by clause 13 shall be sent to:

the PHE Lead and UK-PHRST Director [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

and

the LSHTM Principal Investigator and UK-PHRST Deputy Director [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

or such other persons and addresses as may from time to time be notified in writing.

24.2 All other notices to be given hereunder shall be in writing and may be served either personally at or by registered post to the address of the relevant Party as set out in the beginning of this Contract, or as it may from time-to-time be notified in writing to the other Party.

24.3 In the case of postal service, notice shall be deemed to have been given three (3) calendar days after the day on which the notice was posted.

25. Relationship

25.1 This Contract does not make any Party the employee, agent, partner or legal representative of the other Party for any purpose whatsoever. No Party is granted any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party.

26. Freedom of Information Act 2000

26.1 The Parties and the DH are each subject to the requirements of the FOIA and the Environmental Information Regulations and the Parties shall assist and co-operate with each other at their own expense to enable the Parties and the DH to comply with these requirements.

26.2 Where a Party receives a request for information under FOIA or the Environmental Information Regulations ("Request for Information") in relation to information which it is holding on behalf of the other Party, it shall:

26.2.1 transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two (2) Business

days of receiving a Request for Information;

26.2.2 provide the other Party with a copy of all the Information in its possession or power in the form that the other Party requires within five (5) Business days (or such other period as the Party may specify) of the Party's requesting that information; and

26.2.3 provide all necessary assistance as reasonably requested by the Party to enable the Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 if the Environmental Information Regulations.

26.3 Where a Party receives a request for Information which relates to this Contract, it shall inform the other Party of the Request for Information as soon as reasonably practicable after receipt and in any event within two (2) Business Days of receiving a request for information.

26.4 If either Party determines that Information (including Confidential Information) must be disclosed pursuant to clauses 26.2 and 26.3, it shall notify the other Party of that decision at least two (2) Business Days before disclosure.

26.5 Each Party shall be responsible for determining at its absolute discretion whether any commercially sensitive information and/or any other information:

26.5.1 is exempt for disclosure under the Code of Practice on Government Information, FOIA or the Environmental Information Regulations; or

26.5.2 is to be disclosed in response to a Request for Information.

26.6 Each Party acknowledges that the other Party may, acting in accordance with the former Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information:

26.6.1 without consulting with the other Party; or

26.6.2 following consultation with the other Party and having taken each other's views into account;

provided always that where clause 26.6.1 applies PHE as the disclosing Party shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give LSHTM advance notice, or failing that, to draw the disclosure to LSHTM's attention after any such disclosure.

27. Contracts (Rights of Third Parties) Act 1999

27.1 Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

28. Law

28.1 This Contract and any non-contractual obligations arising out of or in connection with it shall be considered as a contract made in England and be construed in accordance with the laws of England and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England.

This Contract has been entered into on the date stated at the beginning of it.

[Redacted signature line]

Signature:

Date:

for and on behalf of PHE, an executive agency of the DH.

[Redacted signature line]

Signature:

Date:

for and on behalf of LSHTM.

Schedule 1 - UK-PHRST Business Plan

(Issued under separate arrangements and updated annually following DH endorsement)

Schedule 2 - Sample Honorary Contracts
(Issued under separate arrangements)

Schedule 3 – PHE's Honorary Provisions

This Schedule contains standard text to be included for honorary positions of staff engaged in the UK-PHRST activity when they are representing PHE. The specific detail of the UK-PHRST post description and job title/function will be inserted for each incumbent as required.

The Academic will provide the following services in connection with their honorary contract:

- **POST DESCRIPTION:**
[Summary description to be provided for each appointee/post holder under the UK-PHRST project]

- **POST FUNCTION AND DUTIES:**
 - [To be described for each appointee/post holder under the UK-PHRST project]

Security and conduct

In your capacity as the [Post Title] of the UK-PHRST, which is an asset of HMG, the following general principles will govern your conduct when on deployment, or in the event that you are representing PHE and or the UK government on UK-PHRST duties:

- you must not seek to frustrate the policies, decisions or actions of Her Majesty's Government. You must not take part in any political or public activity that compromises, or might be seen to compromise, your impartial service to the Government of the day. For the avoidance of doubt, this does not apply when you are not representing the UK government or when you are not on deployment – for example, you may in your research outputs exercise your academic freedom to criticise government policy or actions based on evidence;
- you must not misuse your official position or information acquired in the course of your official duties to further your private or academic interests or those of others, nor act so as to create a reasonable suspicion that you have done so;
- save where permitted in writing to do so, including under the UK-PHRST Communication Protocol, you are required to observe confidentiality regarding all matters connected with your duties;
- you must not accept benefits of any kind from a third party which might compromise your personal judgement or integrity or give reasonable grounds for others to suppose you had been compromised;
- you must ensure the proper, effective and efficient use of public money and ensure the safety of public assets;
- you must treat your colleagues with respect. You must not subject any member of staff to harassment, bullying or victimisation on any grounds, including sex, race, disability, sexual orientation, religion, philosophical belief, marital status, or age;
- you must not subordinate your duty to your private or academic interests. You must not engage in any occupation or undertaking which might conflict with the interests of Her Majesty's Government or be inconsistent with your position (post title)

- Should a potential conflict of interest arise, you must declare your interest to the Director of the UK Public Health Rapid Support Team who will determine how best to proceed;
- your behaviour, action or inaction must not significantly disrupt or damage the performance or reputation of Her Majesty's Government.

Failure to abide by the above code of conduct may result in the termination of this contract.

For the avoidance of doubt, none of the foregoing is intended to, or shall, compromise an individual's academic freedom in the conduct or dissemination of their research.

Accountability

For the purpose of this addendum, the [Post Title] will be accountable to the UK-PHRST Director through any other manager as appropriate.

Schedule 4 – Data Sharing Protocol

This protocol is designed to give UKPHRST researchers a framework for handling personal and confidential data and sharing research data with other UKPHRST researchers within applicable legal and regulatory contexts.

Confidentiality

1. Each party acknowledges that it shall obtain information in the course of operating the UKPHRST which is either labelled as confidential or should reasonably be considered as confidential because of the nature of its disclosure and the manner of its disclosure ("Confidential Information").
2. Confidential Information does not include any information that:
 - (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is, or becomes, available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) was known to the receiving party before the information was disclosed to it by the disclosing party;
 - (e) the parties agree in writing is not confidential or may be disclosed; or
 - (f) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
3. Each party shall keep the other party's Confidential Information confidential and shall not:
 - (a) use any Confidential Information except for the Business Purpose; or
 - (b) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this protocol.
4. A party may disclose the other party's Confidential Information to those of its representatives who need to know that Confidential Information for the operation of the UKPHRST, provided that:
 - (a) it informs those representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for the representatives' compliance with the confidentiality obligations set out in this protocol.

5. A party may disclose Confidential Information to the extent required by requirements under the Freedom of Information Act 2000, and any other applicable codes of practice or guidance or any law, governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, as far as it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
6. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information, other than those expressly stated in this agreement, are granted to the other party, or are to be implied from this agreement.
7. The provisions of this protocol shall continue to apply after termination of the Partnership Agreement.

Security and passwords

8. Each party shall ensure that, in the course of obtaining ethical review, and subsequently, it has full regard to the Annex to this Schedule "Managing Research Data Appropriately".
9. Each party shall ensure that UKPHRST research data are kept secure by using agreed encryption, passwords, keys, PINs, tokens or similar security devices ("Security Features"), and shall use all reasonable security practices and systems applicable to the use of the UKPHRST research data to prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution of the UKPHRST research data.
10. Where a party uses Security Features (wholly or in part), these Security Features must, unless agreed otherwise, be kept confidential and not lent, shared, transferred or otherwise misused by any party.
11. If a party:
 - (a) becomes aware of any unauthorised or unlawful processing of any UKPHRST research data or that any UKPHRST research data is lost or destroyed or has become damaged, corrupted or unusable;
 - (b) becomes aware of any security breach; or
 - (c) learns or suspects that any Security Feature has been revealed to or obtained by any unauthorised person,

that party shall, at its own expense, promptly notify the other party and fully co-operate with the other party to remedy the issue as soon as reasonably

practicable.

12. Any party may change Security Features on notice to the other parties for security reasons.

13. Each party shall take reasonable precautions to preserve the integrity of any UKPHRST research data processed by it and to prevent any corruption or loss of such data.

14. The parties shall agree a back-up procedure that shall require them to back-up UKPHRST research data and in any event each party shall make a back-up copy of its UKPHRST research data and record the copy on media from which such data can be reloaded in the event of any corruption or loss of such data.

15. Each party shall:

- (a) only make copies of the other party's UKPHRST research data to the extent reasonably necessary (which, for clarity, includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing);
- (b) not extract, re-utilise, use, exploit, redistribute, re-disseminate, copy or store such data other than for the operation of the UKPHRST; and
- (c) not do anything that may materially damage the reputation of any other party.

16. Each party shall take reasonable steps to ensure the reliability of all its employees who have access to UKPHRST research data.

Annex – Managing Research Data Appropriately

Handling personal data

It is important that those on the UKPHRST team undertaking research are aware that the Data Protection Principles embodied in the Data Protection Act 1998 (“DPA”) (and the equivalent provisions of any later legislation) apply to their work. This means that ‘personal data’, defined as data which relate to a living individual who can be identified from those data, or from those data and other information which is in the possession of, or is likely to come into their possession:

- must be obtained for a specified and lawful purpose;
- shall not be processed in any manner incompatible with that purpose;
- shall be adequate, relevant and not excessive for those purposes;
- shall be kept up to date;
- shall be kept for no longer than is necessary for that purpose;
- must be processed in accordance with the data subject's rights;
- must be kept safe from unauthorised access, accidental loss or destruction;
- shall not be transferred to a country outside the European Economic Area unless that country has equivalent levels of protection for personal data.

This means that personal data, such as research participants' names, addresses, etc, should only be collected if necessary for research purposes or follow-on research. Often such data are collected for administrative purposes only and have no research value. Not collecting personal data in the first place may make it easier to manage data. If data do need to be collected, for example, for follow-up interviews, they should be stored separately from research data.

Researchers also have a duty to collect and use sensitive or confidential information appropriately. Sensitive personal data are defined in the DPA as data on a person's race, ethnic origin, political opinion, religious or similar beliefs, trade union membership, physical or mental health or condition, sexual life, commission or alleged commission of an offence, proceedings for an offence (alleged to have been) committed, disposal of such proceedings or the sentence of any court in such proceedings.

Note here that the DPA applies only to personal data. This means that once data have been anonymised, the DPA no longer applies. Therefore, DPA principles should only be applied to those data which constitute personal data, and certainly not to all data obtained from research participants.

Gaining consent for the use of personal data

All UKPHRST researchers must ensure that their work has been ethically reviewed, one component of which is to inform research UKPHRST participants about how any UKPHRST personal data collected about them will be used, stored, processed, transferred and destroyed. Unless the ethical review confirms that a legal exception applies, personal data may only be disclosed if explicit consent has been given to do so, although there may be exceptions for legal reasons.

Exceptions to the Data Protection Act for personal data collected as part of research:

The data can be retained indefinitely (if needed).

The data can be used for other purposes in some circumstances, but the data subjects should still be informed.

Sensitive personal data can only be processed for research purposes if:

- Explicit consent (ideally in writing) has been obtained; or
- The purposes are for medical research by a health professional or equivalent with duty of confidentiality; or
- Analysis of racial/ ethnic origins is for the purpose of equal opportunities monitoring; or
- In substantial public interest and not causing substantial damage and distress.

Online survey tools

UKPHRST researchers must ensure that any online survey tools do not store data outside the European Economic Area.

Cloud computing services for storing and accessing data

UKPHRST researchers must ensure that cloud computing services are only used where these do not store data outside of the European Economic Area, and are secure enough to comply with the DPA. Particular ethical review is required in the event of wishing to use cloud storage for:

- sensitive personal information as defined by the DPA;
- information confidential to the UKPHRST team or research participants;
- of such criticality that functions or operations would be disrupted should it be unavailable, lost or become corrupted;
- valuable intellectual property.

Anonymising research data

Before data obtained from research with people can be disseminated, made public, archived or shared with researchers outside the UKPHRST, the data must be anonymised so that individuals, organisations or businesses cannot be identified from the data.

Anonymisation is needed for ethical reasons to protect people's identities in research, for legal reasons to not disclose personal data, or for commercial reasons. Anonymisation should cover the removal of 'direct' and 'indirect' identifiers:

Direct identifiers

These include names, addresses, postcode information, telephone number etc. and are often collected as part of the research administration process but are usually not essential research information.

Indirect identifiers

These include information that, when linked with other publicly available sources, could result in a breach of confidentiality. This could include geographical information, information on workplace, organisation, education institution or occupation.

Anonymising quantitative data

Ethical review will be needed for:

- relational data, where relations between variables in related datasets can disclose identities
- geo-referenced where identifying geo-references have also a geographical importance

Anonymising qualitative data

Where data are destined to be archived and made available for sharing, UKPHRST researchers must ensure that the data reach an appropriate level of anonymity, whilst aiming to maintain maximum meaningful information in the research data. In a textual version of data, information should not be removed or blanked-out, but rather pseudonyms, replacement terms or vaguer descriptors should be used.

Similar concerns apply to non-textual data such as digital images and audio or video recordings. Again, editing to remove identifying detail must be done sensitively. A word here or there in an audio recording may be bleeped out (for example to remove people's names). Whilst it is technically possible to disguise voices by raising the pitch in a recording, or to obscure faces by pixelating sections of a video image, such approaches significantly reduce the usefulness of such data. Pre-planning and agreeing with participants during the consent process on what may and may not be recorded, will be much more effective in creating data that accurately represent the research process and the contribution of participants.

Gaining consent for the use of research data

UKPHRST researchers must explain to research participants how confidential data will be kept, stored and used safely and how personal information may be removed to anonymise data, in language understandable to a lay person. For example, in the case of qualitative research, the use of pseudonyms, replacement terms or vaguer descriptors should be described. The use of anonymised research data should also be described – for example in publications, reports and presentations. Consent to these arrangements must be given by participants before the research commences.

Sharing data

Archiving and secondary use of research data is becoming more common and is considered good practice by many funders and professional societies.

It is therefore important that UKPHRST researchers address data sharing early in research planning and as part of the consent process, so that measures can be put in place to safeguard participants and the information they provide and to obtain appropriate consent for a variety of data uses.

UKPHRST researchers must give early thought to anonymisation or pseudonymisation and should not presume the only way to maintain confidentiality is by keeping data hidden.

Gaining consent for data sharing

After UKPHRST researchers have explained to their participants how confidential data will be kept, stored and used safely and how personal information may be removed to anonymise data, informed consent for sharing or archiving such anonymised data must be obtained. UKPHRST researchers must inform all participants about how data will be processed and stored in an archive, and give them the opportunity to consent or dissent. Typically this would mean that the data

would not be in the open public domain but available for research and education purposes with the undertaking that other users would

- Not disseminate any identifying or confidential information on individuals, households or organisations
- Not use the data to attempt to obtain information relating specifically to an identifiable individual.

With respect to archiving sensitive and confidential data arrangements are more complex. However, this data can also be shared ethically if researchers apply one or more of the following strategies to managing their data:

- obtain informed consent for data sharing, as well as obtaining consent for participation and for other uses, such as publication
- protect people's identities when necessary, by anonymising research data
- decide if access restrictions to all or part of the data may be required.

For especially confidential data additional restrictions could also be applied such as:

- specific data access authorisation from the researcher prior to release of the data
- an embargo on further use of the data for a given period of time until confidentiality is no longer pertinent

These procedures should always be considered jointly, not in isolation, and researchers should discuss them openly with participants.

Further informing participants about depositing data in an archive

The following information is provided in lay-terms and can be adapted for use in project information sheets.

What is an archive?

An archive is an organisation where different types of information, generally thought of as records, are stored and looked after indefinitely. Most traditional archives deal solely with paper records, but other materials can find their way into archives too. In the digital age, archives have to cope with electronic records. These records demand different methods and skills to curate and to ensure that they can be used well into the future. For example the UK Data Archive (<http://www.data-archive.ac.uk>) houses several thousand datasets of interest to researchers in all sectors and from many different disciplines.

Why put information in an archive?

For many participants, taking part in a research project is a way of getting their voices heard and of being listened to. Sharing their lives and stories in qualitative interviews is a way for them to have a say about topics important to them. Some are happy to have their own names attributed to material they provide, others prefer not to, but either way, providing 'voice' is an essential job for an archive.

A second reason to put materials in an archive is that it is impossible for researchers to learn everything they want to from data they collect at the time of their project. Because so many things can be learned from the data, it is advantageous to preserve them so that they can be shared with others who might be interested, now and in the future. Researchers, policymakers and others will find the data useful for many years to come.

Another important reason to archive data is that some of the data have been provided by very hard-to-reach groups, politicians, the sick, the very elderly, the socially excluded or those who otherwise are not usually included in research projects. It is often very difficult to recruit such participants for research and once they have contributed, it is important to make full use of the information they have given.

Lastly, but not least, archives are very good places to keep data safe and secure. Archivists are experts in backing up data, protecting them from viruses and more. They also specialise in preserving data, i.e. making sure the data can still be looked at and used many years in the future when technology will be very different from today.

Assuring ethical re-use of data

Putting data into an archive is not the same as making them available on the web. Archivists value the materials deposited with them and take their duty very seriously to make sure the materials are used only in appropriate ways. Their primary concern is to protect research participants. To that end, there are three strategies for protecting data. The first is to gain informed consent. The second is to anonymise the data. This means removing anything (usually names of people and places) that could identify a participant or anyone talked about in the data. Furthermore, data users will not have access to personal contact details (i.e. real name, address, telephone/email). Here is an example of how anonymisation can be achieved:

Original	Example of possible change
School names	Changed to 'local secondary school' or

Specific businesses, e.g. McDonald's	Changed to fast food outlet/restaurant or
Names of family and friends	Changed to 'younger brother' or pseudonym

Archives, such as the UKDA, use licences to control access to the data. Some data are available to the public, some are covered by a standard licence, some need special permission, and some data are made unavailable for a lengthy period.

By using appropriate combinations of these three strategies, archives such as the UKDA (<http://www.data-archive.ac.uk>) ensure that only those who agree to use the data ethically have access to them. Materials that are difficult or impossible to anonymise (such as some video) are either excluded from the archive or placed under very limited access conditions.

Ways the data might be used

Data have been re-used in many ways. One collection from the UKDA (The Edwardians) has been used to study topics as different as men's roles in family meal preparation, to looking at how young civilian soldiers survived trench warfare on the Western Front by drawing on the emotional and practical support of their families. Existing data may also be used by researchers, to compare with their own materials; by teachers, for use in their courses; and by journalists and policymakers. Others may be interested in how the research was done (for example, visual methods such as video data collection), or in how to use video, even if they are not interested in the content of the original study. But in truth, it is nearly impossible to predict all the ways that data might be used. Past examples have shown that users are very creative in looking at data in very new and innovative ways.

Copyright

Assigning copyright means that the archive has the legal right to use or authorise others to use deposited materials on agreed terms. Archives usually request this because owning copyright is the only effective way to protect confidentiality - the archive is then able to protect and control access to the data.

Data storage and protection

At archives such as the UKDA, data are held in storage conditions that meet national and international standards. Also, licences and access controls ensure that only authorised and registered users can see or download the data. Because it can be done safely and because there are so many benefits, we hope you will agree to archive your data.