



UK Health
Security
Agency

Service Level Agreement (SLA)

For United Kingdom Overseas Territory St Helena

SLA Reference: C315252

Version Number: V1.0

Date: 13 December 2024

Notice:

This document is commercially sensitive and confidential.

1. THIS SERVICE LEVEL AGREEMENT (“SLA”) is made on 13 December 2024 between the following parties (“Parties”):

- (1) UK Health Security Agency, an executive agency of the Department of Health and 5th Floor 10 South Colonnade, Canary Wharf, E14 4PU (“**UKHSA**”), and
- (2) The St Helena Government, Jamestown, St Helena Island, South Atlantic Ocean, STHL 1ZZ. (“**Collaborator**”).

Both these expressions will include their successors in title.

2. BACKGROUND AND PURPOSE OF THIS SLA

- 2.1 Under this SLA UKHSA will provide financial assistance to the Collaborator to support diagnostic capacity strengthening. This project is aligned with work being carried out by the UK Overseas Territories (UKOTs) Public Health Programme in support of St Helena Health Directorate (HD) to strengthen health security and increase capacity to adhere to the International Health Regulations (IHR).
- 2.2 This SLA establishes the responsibilities of the Parties and the general principles for their cooperation.
- 2.3 This SLA is not intended to be legally binding and no legal obligations or legal rights shall arise between the parties from the provisions of the SLA. The parties enter into the SLA intending to honour their obligations.

NOW THEREFORE the Parties have agreed to cooperate under the SLA as follows.

Signed on behalf of UKHSA

Signed on behalf of the St Helena Government

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SCHEDULE 1 TERMS AND CONDITIONS

1. INTERPRETATION

- 1.1 Unless the context otherwise requires, references to this SLA shall be construed as a reference to this SLA as varied or amended in accordance with its terms. 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.

“Activities” means the list of activities set out in Schedule 2.

“Crown” or “Crown Body” 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 any other Crown body. A comprehensive list of Crown bodies can be found in the National Archives, which is updated from time to time.

“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 shall not include information which:

- 1.1.1 was public knowledge at the time of disclosure (otherwise than by breach of a duty of confidence by either Party);
- 1.1.2 was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- 1.1.3 is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- 1.1.4 is independently developed without access to the Confidential Information.

“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.

“Representatives” means the lead representatives of each Party, as described in paragraph 4 (Liaison between the Parties). The authorised representatives and addresses for service of notices are listed in Schedule 4.

“Principles” has the meaning set out in paragraph 3.

2. PARTIES' RESPONSIBILITIES

- 2.1 The Parties shall perform the Activities described in Schedule 2.

2.2 The Parties shall comply with all applicable laws in carrying out the Activities.

3. PRINCIPLES OF COLLABORATION AND THE PARTIES' RESPONSIBILITIES

3.1 The Parties agree to follow the principles set out at paragraph 3.2 below ("**Principles**") at all times during the term of this SLA.

3.2 The Parties shall:

- 3.2.1 be accountable to each other for performance of their respective roles and responsibilities as set out in this SLA;
- 3.2.2 share appropriate information, experience, materials and skills to learn from each other and develop effective working practices,
- 3.2.3 work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- 3.2.4 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 UK procurement rules, data protection and freedom of information legislation;
- 3.2.5 act in a timely manner; and
- 3.2.6 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 SLA.

4. LIAISON BETWEEN THE PARTIES

4.1 Formal contact between the Parties to this SLA shall be through the Representatives.

4.2 The Representatives are duly authorised to send and receive notices under this SLA at the addresses below.

UKHSA:

██████████
Head of UKOTs Programme
5th Floor
10 South Colonnade
Canary Wharf
London
E14 4PU
Email: ██████████ [@ukhsa.gov.uk](mailto:██████████@ukhsa.gov.uk)

Collaborator:

██████████
Chief Medical Office
St Helena Government
Jamestown
St Helena Island
South Atlantic Ocean
STHL 1ZZ.

Email: ██████████ [@sainthelena.gov.sh](mailto:██████████@sainthelena.gov.sh)

- 4.3 Either Party may change the Representative any time by notifying the other Party in writing.
- 4.4 The Representatives shall:
 - 4.4.1 meet as appropriate;
 - 4.4.2 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.

5. CHARGES AND LIABILITIES

- 5.1 Charges (exclusive of applicable VAT) are described in Schedule 2.

6. USE OF THIRD PARTIES

- 6.1 A Party may utilise third parties, to support the delivery of any of the Activities and in such case, the Party will share the details of the third party with the other Party for information.
- 6.2 Where the use of a third party by a Party may incur additional costs for the other Party (or reputational or data security risks), these should be communicated to the other Party prior to signature.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Any Intellectual Property Rights that arise from or are developed by any Party in performing his SLA (“**Foreground IPR**”) shall be vested in and owned by the Crown.
- 7.2 All Parties shall work together to ensure that in 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 Party shall use reasonable efforts to secure licences for all Parties to use any such Intellectual Property Rights on a royalty-free, non-exclusive basis. Where this is not possible, the Party shall agree 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.
- 7.3 The Parties hereby provide each other with consent to use each other's departmental or public sector organisation logos for the exclusive purpose of performing the Activities.

8. FREEDOM OF INFORMATION AND COMMUNICATIONS TO THE PUBLIC

- 8.1 Each Party shall 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 shall consult the other Party before making to any third party any disclosures of information under the Freedom of Information Act 2000.

- 8.2 The requirements below are subject to any government requirements as to transparency which may apply to any Party from time to time.
- 8.3 The Collaborator shall be responsible for handling media inquiries relating to the Activities. Each Party shall seek the other Party's consent before publishing any information resulting from the use of exchanged data received from the other Party. Consent shall not be unreasonably withheld and/or delayed.

9. CONFIDENTIAL INFORMATION

- 9.1 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.
- 9.2 Except where disclosure is expressly permitted elsewhere in this SLA, each Party shall treat the other Party's Confidential Information as confidential and safeguard it accordingly (which shall include complying with any protective markings on documents and instructions supplied by the other Parties). In particular, no Party shall do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party in receipt of Confidential Information from the other Party shall not disclose such Confidential Information to any non-Crown Body without the consent of that other Party.

10. PROTECTION OF PERSONAL DATA

- 10.1 The Parties shall comply with their responsibilities under the Data Protection Act 2018 and the General Data Protection Regulations (Regulation (EU)2016/679) (as amended and in force in the United Kingdom) and shall not use any personal data exchanged under this SLA for any purposes which are incompatible with applicable data protection laws and regulations. No personal data collated and/or exchanged under this SLA shall 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).
- 10.2 Each Party must ensure that personal data under this SLA is not transferred outside the EuEA without the prior agreement of the other Party.

11. RESOLUTION OF DISPUTES

- 11.1 Any dispute between the Parties arising out of or in connection with this SLA shall 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 (at Director level):
- 11.1.1 **For UKHSA:** Disputes@ukhsa.gov.uk
- 11.1.2 **For COLLABORATOR:** [REDACTED], Deputy Director, Alcohol, Drugs, Tobacco and Justice Division

If the matter cannot be resolved by the senior personnel specified in paragraph 11.1 within thirty (30) days, the matter may be escalated to the Permanent Secretary for the Parties to resolve.

12. TERM AND TERMINATION

- 12.1 This SLA shall commence on 13 December 2024 and (subject to earlier termination on the terms of this SLA) shall continue until 31st March 2025 but may be extended by the mutual written agreement of the Parties.
- 12.2 Subject to paragraph 12.3, this SLA may be terminated by any Party at any time by giving written notice.
- 12.3 A Party terminating this SLA shall give as much notice as reasonably possible (with 60 days being the minimum notice period) and shall offer all reasonable assistance to ensure:
 - 12.3.1 an effective handover of Activities, if the Activities are not concluded at the time of termination; and
 - 12.3.2 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.

13. FINANCIAL CONSEQUENCES OF TERMINATION

- 13.1 On termination of this SLA, the Collaborator will honour any outstanding invoices.

14. REVIEW AND AUDIT OF THE SLA

- 14.1 The Parties shall review this SLA at least every month and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any changes to this SLA shall only be effective if set out in writing and signed by all Parties.
- 14.2 Each Party shall keep and maintain until six (6) years after termination of this SLA full and accurate records of the Activities and all sums received in respect thereof. Each Party shall on request afford the requesting Party or their Representatives such access to those records as may be requested in connection with the SLA or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

15. MISCELLANEOUS

- 15.1 This SLA does not confer any rights on any third party. Nothing in this SLA shall be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This SLA does not limit or restrict any Party from participating in similar activities or arrangements with other entities.
- 15.2 The Parties have no obligation to incur any further costs under this SLA, nor shall any Party be required to perform additional Activities unless and until this has been agreed in writing.

15.3 This SLA shall be governed by and construed in accordance with English law.

SCHEDULE 2 SERVICE PROVISION

UKOTs Programme

The UK Overseas Territories (UKOT) Public Health Programme (situated within Global Operations) has been ongoing since 2016 working with 12 overseas territories including St Helena. The programme is supported by Official Development Assistance (ODA) funding via the Foreign, Commonwealth and Development Office (FCDO).

The UK has a constitutional obligation to ensure UKOTs are compliant with the International Health Regulations (IHR) and the overarching impact statement for the programme is “*Strong and sustainable UKOTs health systems that prevent, detect, and respond to health emergencies and threats*”. This is delivered under four outcome areas of:

1. Increased capacity of UKOTs to implement the International Health Regulations and ability to respond to health emergencies.
2. Improved understanding and response of the UKOTs to the health status of their populations.
3. Improved health and wellbeing of UKOTs vulnerable population groups.
4. Skilled and competent health workforce in the UKOTs for sustainable and functional public health systems.

Strengthening of diagnostic capacity falls within the remit of the programme and as such the programme is requesting that additional funding allocated to UKOTs Programme in the Global Operations Directorate by FCDO in August 2024 are used to support the project though the funding of x-ray equipment.

This funding will support St Helena, a small under-resourced SID (small island developing state), in procuring x-ray equipment enabling it to better meet the needs of its population, thus supporting the UK Government in meeting its obligations to the UKOTs and wider British family.

Background

St Helena is a UKOT with a population of approximately 4,500 people. It is one of the most remote major islands in the world situated in the South Atlantic Ocean. St Helena has a rugged terrain and is of volcanic origin.

Diagnostic capacities fall within the requirements of the IHR, and the capacities of the UKOTs (including St Helena) under these regulations contribute to the overall ability of the UK to demonstrate capacity to prevent, detect and respond to public health issues of potential international concern.

1. Charges

The Charges that each Party shall pay the other are as follows:

UKHSA shall pay to St Helena Government	St Helena Government shall pay to UKHSA
Up to £50,000 inclusive of VAT	Nil

Budget Cost:

	ZAR	GBP*
[REDACTED]		
([REDACTED])	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]		[REDACTED]
Estimated Total Delivered Cost:		<u>48,452</u>

* Rate of exchange ZAR 1 = GBP 0.04343 (OANDA 06/12/2024)

The Collaborator shall invoice the Authority for **actual costs incurred** in Great British Pounds (GBP) at the exchange rate stated in OANDA (www.oanda.com) on the Friday immediately preceding the date of invoice, or if the invoice is raised on a Friday at the rate so stated on that day, **up to a maximum value in GBP of £50,000**.

2. Invoicing procedure

Within ten (10) working days of full execution of this SLA UKHSA will issue a unique Purchase Order number (PO Number). The Collaborator must be in receipt of a valid PO Number before submitting an invoice.

The Collaborator should invoice UKHSA in one stage:

- i) up to £50,000 (inclusive of VAT) upon initiation of this SLA.

The invoice should:

- Quote a valid PO Number
- Referenced UKOT
- Include the SLA reference C315252
- Include details of the UKHSA Representative as detailed in 4.2, or other nominated point of contact, with UKHSA Representative copied in.
- Be addressed to UKHSA Accounts Payable, Accounts Payable Team, payables@ukhsa.gov.uk

The funding is subject to revision and is dependent on the fulfilment of the provisions of this SLA, any revisions to budgets, actual expenditure and need, and the continuing availability of resources.

SCHEDULE 3 DATA MANAGEMENT PLAN

1. PROTECTION OF PERSONAL DATA

- 1.1. The Parties will comply with their responsibilities under the Data Protection Legislation and will not use any Personal Data exchanged under this SLA for any purposes which are incompatible with the Data Protection Legislation. No data or information collated and/or exchanged under this SLA 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).
- 1.2. Data Protection Principles embodied in the Data Protection Act 2018 ("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.**
- 1.3. The Parties will comply with their responsibilities under the Data Protection Legislation and will not use any Personal Data exchanged under this SLA for any purposes which are incompatible with the Data Protection Legislation. No data or information collated and/or exchanged under this SLA 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).
- 1.4. Each Party must ensure that Personal Data collated or exchanged under this SLA is not transferred outside the UK without the prior agreement of the other Party.
- 1.5. It will be compliant with General Data Protection Regulation (GDPR). 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.

SCHEDULE 4 POINTS OF CONTACT

Lead Representative for UKHSA and address for service of notices:

UKHSA

[REDACTED]

Head of UKOTs Programme

5th Floor

10 South Colonnade

Canary Wharf

London

E14 4PU

Email: [REDACTED] [@ukhsa.gov.uk](mailto:[REDACTED]@ukhsa.gov.uk)

Lead Representative for Collaborator and address for service of notices:

St Helena Government

[REDACTED]

Jamestown

St Helena Island

South Atlantic Ocean

STHL 1ZZ.

Email: [REDACTED] [@sainthelena.gov.sh](mailto:[REDACTED]@sainthelena.gov.sh)