



Department
for Environment
Food & Rural Affairs

Department for Environment Food and Rural Affairs

and

Foreign, Commonwealth and Development Office

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (which expression shall include the Annexes) ("MoU") is dated 25th of November 2024

Between

- (1) **Department for Environment Food and Rural Affairs (Defra)** (the "**Authority**") acting on behalf of the Crown of **2, Marsham Street, London.**; and
- (2) **Foreign, Commonwealth and Development Office (FCDO)** acting on behalf of the Crown of King Charles Street London SW1A 2AH United Kingdom (the "**Partner**") and

together the "**Parties**" and each a "**Party**".

Background and Policy Context

- (A) Agri-Food and Drink Attachés and Counsellors broaden market access and resolve technical barriers which constrain UK businesses from delivering on export potential in global markets. As part of the international posting programme this MoU confirms the international healthcare arrangements for these attaches.
- (B) By the terms of this MoU Defra and FCDO will undertake the management of the international healthcare contract as required for DEFRA's international posting programme. DEFRA will manage the activities required for the provision of healthcare for their attaches. FCDO will manage the broader framework and any overarching commercial activities relating to the inter-departmental contract held with Healix.
- (C) This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- (D) This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

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

1. Interpretation

- 1.1. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU 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 agreed activities set out in Annex A and **“Activity”** shall be construed accordingly.

“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.

“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 secrets and all personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information shall 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.

“Data Protection Legislation” means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) regulations made under the Data Protection Act 2018; (iv) all applicable law about the processing of Personal Data.

“Defra Group” means the Department for Environment, Food and Rural Affairs, and its arms length bodies, non-departmental public bodies and agencies, including (without limitation) the Environment Agency, the Rural Payments Agency, Natural England, the Animal and Plant Health Agency, and the Marine Management Organisation.

“Governance Board” means the board described in paragraph 4.3;

“Intellectual Property Rights” means patents, utility models, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, 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 the right to sue for passing

off.

"MoU Representatives" means the lead representatives of each Party (one to be provided by each Party), as described in paragraph 4.

"Personal Data" and **"Processing"** have the meaning given in the UK GDPR.

"Principles" has the meaning set out in paragraph 3.

"UK GDPR" means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

2. Parties' Responsibilities:

- 2.1. The Partner will perform the Activities described in Annex A. The Authority will perform those activities identified in Annex B and shall make payments to the Partner for satisfactory completion of Activities as per the funding terms in Annex C.
- 2.2. The Partner will ensure it complies with the terms of all applicable laws in carrying out the Activities.
- 2.3. Each of the Parties (each via its members sitting on the Governance Board) will perform those tasks identified in paragraph 4.4

3. Principles of collaboration and the Parties' responsibilities

- 3.1. The Parties will adopt the following principles ("**Principles**") at all times in respect of this MoU. When carrying out the Activities, the Parties will:
 - (a) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - (b) share 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;
 - (c) comply with the law and best practice, including any relevant Governmental protocols and guidance such as the Ministerial and Civil Service Codes;
 - (d) act in a timely manner;
 - (e) 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;
 - (f) [establish and follow the governance structure set out in this MoU to

support delivery of the Activities and actions in this MoU as required;

- (g) perform their respective roles and responsibilities in this MoU in such a manner (where relevant) so as to facilitate the delivering of sustainability objectives for Government;
<https://www.gov.uk/government/organisations/department-for-environment-food-rural-affairs/about/procurement>
- (h) agree a strategy for managing communications with stakeholders;
- (i) make the contributions detailed in Annex C (Costs) to this MoU; and
- (j) act in good faith to support achievement of the Activities and compliance with these Principles.

4. Governance and liaison between the Parties

- 4.1. Formal contact between the Parties will be through the MoU Representatives. The MoU Representatives are:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Each Party may change their MoU Representative at any time by notifying the other in writing.

- 4.2. The MoU Representatives shall:

- (a) meet once 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;
- (b) provide assurance to the Parties and the Governance Board that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles and any directions given by the Governance Board and
- (c) document key decisions in writing;
- (d) create and execute the Activities plan and deliverables and
- (e) manage the Activities at workstream level

- 4.3. The Parties will establish a Governance Board which shall:

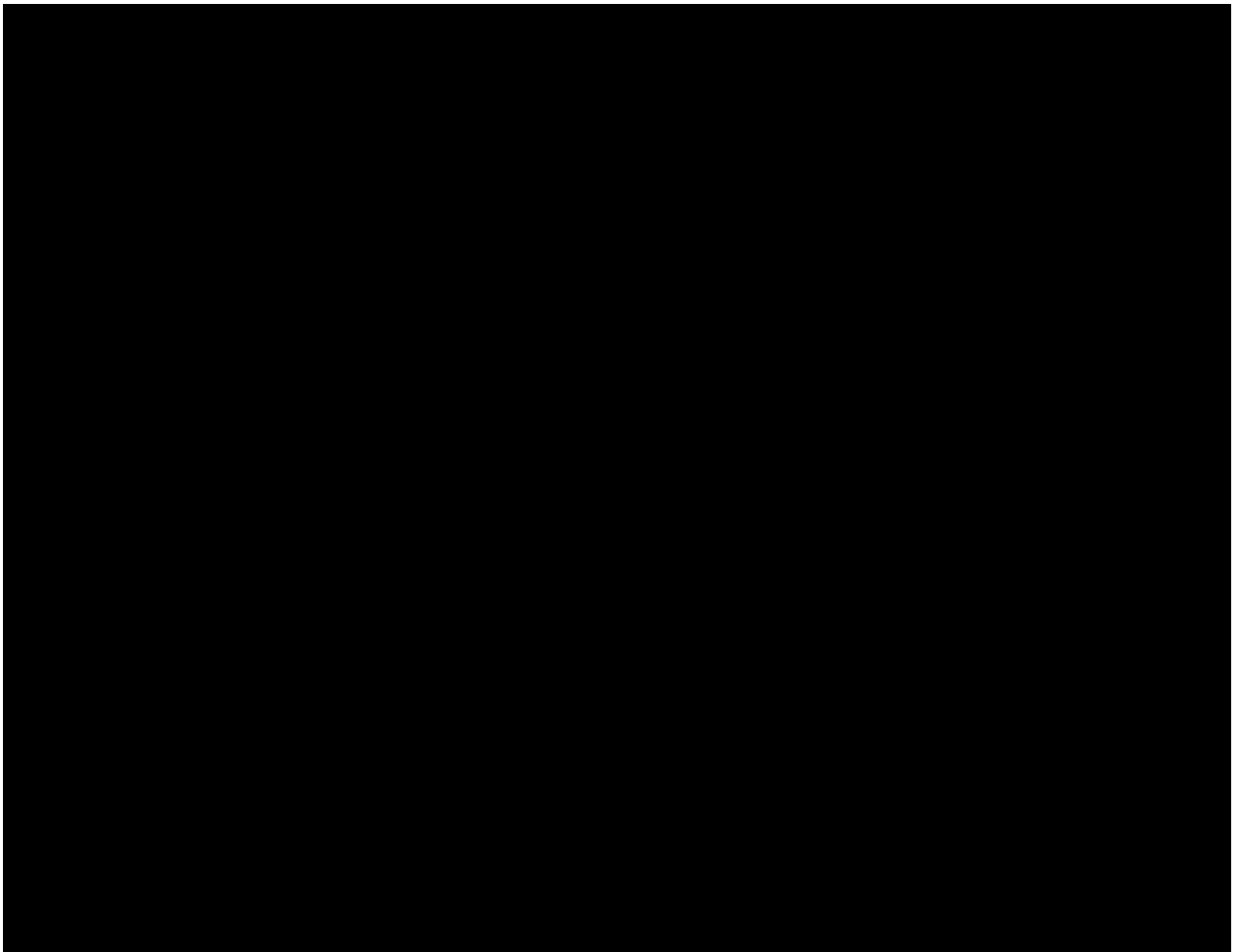
- (a) be responsible for providing overall strategic oversight and direction to the Activities; and

- (b) consist of an equal number of representatives from each of the Parties.
The initial Governance Board members are:

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- 4.4. The Parties agree to undertake the following roles and tasks to deliver the Activities:



- 4.5. For the purpose of the table above at paragraph 4.44:

- (a) **“Lead”**: means a Party or board that has principal responsibility for undertaking the particular task, and that will be authorised to determine how to undertake the task. The Lead must act in compliance with the Activities

and Principles at all times, and consult with the other Party or board in advance if they are identified as having a role to Assure the relevant task;

- (b) **“Assure”**: means a Party or board that will defer to the Lead on a particular task, but will have the opportunity to review and provide input to the Lead before they take a final decision on any task. All assurance must be provided in a timely manner. Any derogations raised must be limited to raising issues that relate to specific needs that have not been adequately addressed by the Lead and/or concerns regarding compliance with the Activities and Principles.

5. Charges and liabilities

- 5.1. Except as otherwise provided in this MoU, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MoU.
- 5.2. Each Party shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

6. Use of Third Parties

- 6.1. The Partner will seek written consent from the Authority before using any third party to perform any of the Activities.

7. Intellectual Property Rights

- 7.1. Any Intellectual Property Rights that arise from or are developed by either Party in carrying out the requirements of this MoU (**“Foreground IPR”**) shall be vested in and owned by the Crown.
- 7.2. Both Parties will work together to ensure that in the performance of the Activities the 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 Partner will use reasonable efforts to secure licences for both Parties to use any such Intellectual Property Rights on an irrevocable, royalty-free, non-exclusive basis. Where this is not possible, the Partner will agree with the Authority such other means to procure the performance of the Activities and use of Foreground IPR without infringing such rights, which may include modification of the Activities to avoid infringement.

8. Freedom of Information and Communications to the Public

- 8.1. Each Party will provide to the other Party any information in its possession that may be reasonably requested by the other Party, subject to any confidentiality

constraints, safeguards and statutory rules on disclosure. Each Party will consult with the other Party before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 in relation to this MoU.

- 8.2. The requirements in this paragraph 8 and paragraph 9 (Confidential Information) below are subject to any Government requirements as to transparency which may apply to both Parties from time to time.
- 8.3. The Authority will be responsible for handling media inquiries relating to the Activities under this MoU. Each Party will seek the other Party's approval before publishing any information resulting from the use of exchanged data received from the other Party.

9. Confidential Information

- 9.1. Each Party 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 performance of the Activities or otherwise.
- 9.2. Except to the extent set out in this paragraph 9 or where disclosure is expressly permitted elsewhere in this MoU, 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 Party. In particular:
 - (a) Neither Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party;
 - (b) a Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior written consent of the other Party.
- 9.3. The obligations of confidentiality in this paragraph 9 shall continue in force notwithstanding termination of this MoU.

10. Protection of Personal Data

- 10.1. The Parties will comply with their responsibilities under the Data Protection Legislation and will not use any Personal Data exchanged under this MoU for any purposes which are incompatible with the Data Protection Legislation. No data or information 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)
- 10.2. Each Party must ensure that Personal Data collated or exchanged under this MoU is not transferred outside the UK without the prior written agreement of the disclosing Party.

11. Resolution of disputes

11.1. Any dispute between the Parties arising out of or in connection with this MoU shall in the first instance be resolved amicably between the Parties through the MoU Representatives and, if no resolution is reached, referred to the Governance Board for resolution. If the Governance Board is unable to resolve the dispute within a reasonable period of time, the dispute shall then be escalated to the following senior personnel at Director level:

- (a) **For the Authority:** Nicola Bettsworth – CPO DEFRA HR
- (b) **For the Partner:** Christopher Tannasee – Head of Government Shared Services Oversea Cluster

12. Term and Termination

12.1. This MoU shall commence on 25th of November 2024 and (subject to earlier termination on the terms of this MoU) shall continue until the overarching OneHMG agreement between FCDO and Healix ends on the 30th of September 2027.

12.2. This MoU may be terminated by either Party at any time by giving written notice to the other Party in which case the MoU shall be terminated in its entirety

12.3. A Party terminating this MoU further to this paragraph 12 will give as much notice as reasonably possible and will offer all reasonable assistance to ensure an effective handover of Activities, if required, and to mitigate the effects of termination on the other Party. In particular, a Party terminating this MoU shall take reasonable steps to ensure the other Party is not put at risk of action for breach of any statutory or other legal obligations as a result of terminating this whether as a whole or by one Party. This will include compliance with the further specific handover requirements set out below.

13. Financial Consequences of exit from the MoU by an individual Party

13.1. On termination of this MoU whether as a whole or by one Party, a financial adjustment will be agreed according to the principle that the Authority 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 termination the Partner shall provide a final report detailing the Activities it has performed).

13.2. Where the Authority has paid any sums in advance, the Partner will promptly arrange for repayment of amounts it has received for Activities it has not performed (such amounts to be agreed with the Authority based on the final report provided further to the above paragraph 13.1).

14. Review and audit of the MoU

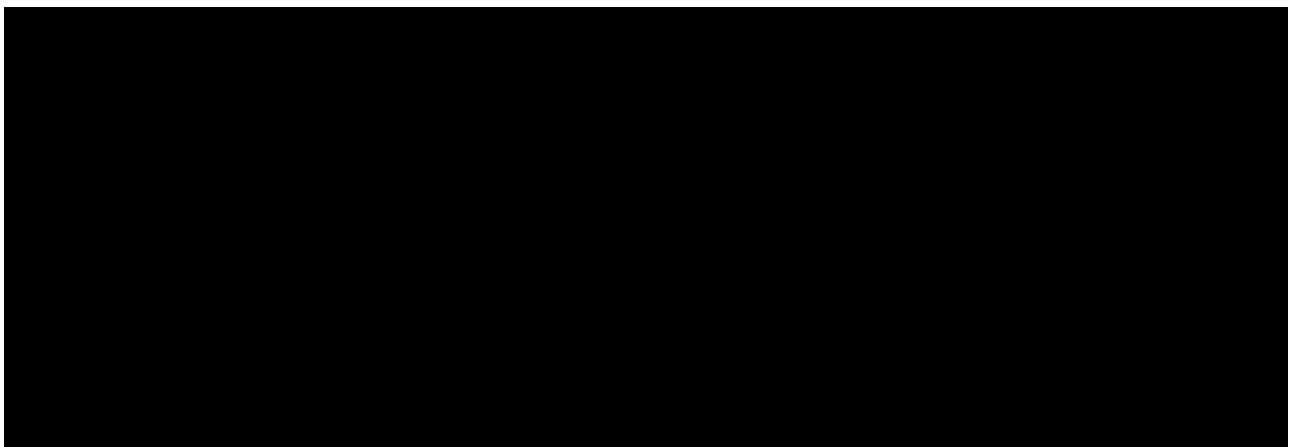
- 14.1. In addition to the regular review meetings to discuss performance in accordance with paragraph 4.2, the Parties will review this MoU at least every two (2) years, and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any resulting changes to this MoU will only be effective if set out in writing and signed by both Parties.
- 14.2. Each Party shall 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 shall on request afford the other Yellow 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).

15. Miscellaneous

- 15.1. This MoU does not confer any rights on any third party. Nothing in this MoU shall 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 Yellow either Party from participating in similar activities or arrangements with other entities.
- 15.2. The Parties will confirm all agreed variations to this MoU in writing
- 15.3. If any such variations require an adjustment to the Activities or the fees payable then the Parties will seek to reach an agreement on how these variations should be managed and documented. The Authority shall have no obligation to incur any further costs under this MoU, nor shall the Partner be required to perform additional Activities unless and until this has been agreed in writing.

SIGNATORIES

The duly authorised representatives of
the Parties affix their signatures below.





Annex A. The Partner Activities

Partner activities include:

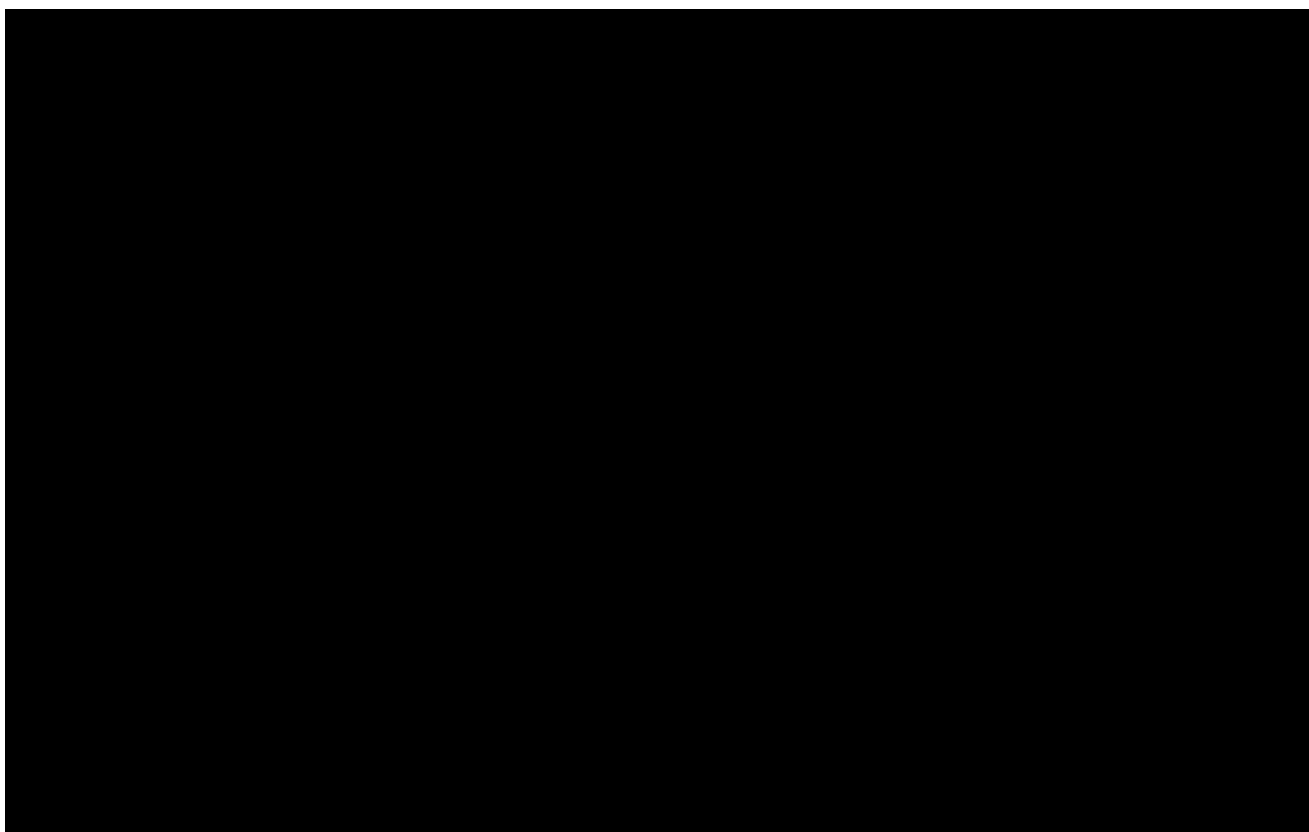
- Escalation point for any finance or commercial queries/issues relating to Defra's use of the OneHMG contract
- Management of commercial activities relating to the OneHMG contract (including tender and renewal as and when required)

Queries relating to OneHMG's services would go direct to the main supplier of the contract, Healix.

Annex B. The Authority's commitments

- Completion of all activities required to onboard onto the contract (aiming for September 2024)
- Ongoing management of all invoicing, admin and assurance of healthcare claims for attaches.
- Ongoing tracking of data relating to cost and supplier performance.
- Ongoing engagement where required with Healix and FCDO.

Annex C. Costs



Annex D. Assets

N/A