



UK Health
Security
Agency



Memorandum of Understanding

The Government of the United Kingdom of Great Britain and Northern Ireland (the Government) represented by the UK Health Security Agency

and

the World Health Organization, represented by the WHO Regional Office for Europe (together called the Participants)

Contract reference number: C141254

WHEREAS the Covid-19 pandemic demonstrated clearly the importance of taking a global lens to health security.

WHEREAS the World Health Organisation (WHO) Health in Prisons Programme (HIPP) is an established network of WHO Europe Member States seeking to improve healthcare in prisons across Europe. As part of this programme, WHO HIPP Conferences are vital for fostering research activities and knowledge exchange on prison health on a global level, providing an excellent opportunity for presenting work and building networks. The WHO HIPP conference is held on an annual basis, hosted in-person every year by a different Member State

WHEREAS WHO HIPP will plan the event programme, organise the invitation of ministers, and invite speakers to the conference. The UK Health Security Agency (UKHSA) Events team in Communications will coordinate venue booking, registration, name tags, catering and other on-the-day tasks.

The Participants have reached the following understandings:

1. Purpose

- (1) The purpose of this memorandum is to provide support to the World Health Organization to enable it to implement the project referred to in Annex A. The objectives and activities of the project, which is entitled "International

Conference on Prison Health”, co-organized by WHO and UKHSA, are set out in Annex A.

- (2) WHO will be awarded the funding in line with the commitments set out in this memorandum.
- (3) WHO accepts the funding, which will be used to implement the project activities as set out in Annex A.
- (4) WHO will not undertake any activities as part of this project other than those described in Annex A without the prior written approval of the UKHSA and will use the funding from the UKHSA solely for the purposes of the project.



2. Duration

This memorandum will come into effect upon signature by both Participants and provides funds for the period from signature date until 30 June 2023.

3. Financial arrangements

(1) Summary of the financial arrangements:

- (a) The total amount of the cost of the Project eligible for financing is £ 55,384.50 (Fifty Five Thousand Three Hundred Eighty Four British Pounds and Fifty pence)
- (b) Subject to paragraph 6 below, the UKHSA will provide £55,384.50 representing costs agreed with WHO as per Annex A.
- (c) Payment will be made in accordance with the following payment schedule

	<u>Date payment is due:</u>	<u>Currency/Amount:</u>
1.		£ 44,307.60
2.		£ 11,076.90

- (d) The Participants recognise the importance of procurement good practice when using funds provided by the UKHSA for any procurement that is necessary to implement the project.
- (e) The funding will be received, administered, used and expended, and will be implemented, by WHO in accordance with its regulations, rules, policies

(including but not limited to its Evaluation Policy and Oversight Policies), and procedures.

- (f) WHO will maintain an accurate record of expenditure and will retain all invoices, receipts and accounting records in accordance with its document retention schedule and make these available for inspection by WHO's independent External Auditors, which are appointed by the World Health Assembly of which the Government is a member. It is understood that all contributions to WHO are subject exclusively to its internal and external auditing procedures. The External Auditors' certification of accounts and audit report is made available to the World Health Assembly (WHA) on an annual basis. The UKHSA may request a copy.
- (g) In view of the fact that the funding is made in a currency other than United States Dollars, its equivalent value in United States Dollars will be determined by applying the United Nations operational rate of exchange in effect on the date the income is received by WHO.
- (h) In the event of any unforeseen circumstances relating to, or having an effect on the value of, the funding, including unforeseen increases in expenditures or commitments, inflationary factors or fluctuations in exchange rates, WHO may seek further financing from the Government. Should further financing not be available or forthcoming from the Government, the activities under the Programme may be altered, reduced, suspended or terminated by WHO, after discussion and in agreement with the Government. Neither the Government nor WHO will be liable to make available such further financing.
- (i) All direct costs of the project will be paid for from the funding. Furthermore, the funding will be subject to a recovery by WHO for its direct costs in an amount of [REDACTED] of the total expenses incurred from the funding.

4. Reporting

- (1) Within 3 months of the project completion date WHO will submit narrative and financial reports to the UKHSA containing a summary of activities and outputs undertaken under the project and assessment of the deliverables made against the original bid documents.
- (2) Any unspent funding remaining in excess of US\$1,000 (or its equivalent) at the scheduled end of the project will be returned to the UKHSA, unless specially decided between both parties in writing.

5. Aid Diversion; Anti-terrorism

- (1) "Aid Diversion" means any event, including fraud, corruption, bribery, theft, terrorist financing, money laundering and other misuse of funds that prevents the funding being directed to the outputs and activities of the project, or funding being directed to the outcomes or recipients intended. Participants will inform each other of any actual, suspected or alleged Aid Diversion in the case of WHO by contacting the Safeguarding Investigation Team at [REDACTED] (where all information will be treated confidentiality) or by informing the UKHSA staff responsible for managing this memorandum. Reporting of Aid Diversion in connection with the contribution will be governed by paragraphs (2) to (7) below.
- (2) UKHSA takes note that WHO has a written policy on combatting fraud and corruption. WHO confirms that its policy will be fully implemented.
- (3) Subject to the provisions of paragraph (2) above:
 - (a) WHO will take all necessary precautions to prevent fraud, corruption and other financial irregularities in line with its regulations and rules and, in particular, its policies for combatting fraud and corruption. UKHSA and WHO have a zero tolerance approach towards fraud and corruption and, subject to considerations of security, due process, and effective pursuit and recovery actions, and respecting the privileges and immunities of WHO, will advise each other promptly and without undue delay of credible allegations of fraud or financial impropriety involving the contribution (through mechanisms established under their respective policies) and will give full consideration to requests for co-operation with each other's investigations into credible allegations of fraud and corruption involving the contribution, subject always to their respective policies and procedures. In that regard, the Participants recall that reports of investigations conducted by WHO are summarized in the annual report to WHA. Exchange of and access to information, in relation to reports of credible allegations of fraud and corruption involving UKHSA funds, should be provided in conformity with the relevant mechanisms with respect to confidentiality and data protection policies of the WHO and UKHSA respectively. WHO and UKHSA will only disclose information to third parties in agreement with the Participant which has provided this information.
 - (b) WHO will take timely and appropriate action to investigate credible allegations of fraud and corruption in accordance with its accountability and oversight framework. To the extent that such an investigation substantiates the allegation, WHO will give due consideration to timely and appropriate sanctions in accordance with WHO's regulations, rules and procedures.
 - (c) WHO will, subject always to its policies and procedures (including regarding the confidentiality of information concerning investigations conducted

by it), keep UKHSA informed, through the mechanisms contemplated in its policies on combatting fraud and corruption, and to the extent this does not jeopardize the conduct of the investigation or prospects of recovery of funds, or the safety or security of persons or assets, of the progress of any investigation involving fraud and corruption in relation to the contribution, the actions taken and the results of the implementation of such actions, including where relevant, details of any recovery of funds.

- (4) UKHSA may request direct consultations at a senior level between UKHSA and WHO in order to obtain assurance that WHO's oversight and accountability mechanisms have been and are being fully applied in connection with such allegations.
- (5) If the project is affected by suspected or actual fraud or corruption, UKHSA reserves the ability to suspend or terminate UKHSA's disbursements with immediate effect.
- (6) In the event that any part of the contribution is determined by WHO to have been lost due to fraud or corruption, such loss will be dealt with in accordance with the applicable financial regulations, rules, policies, procedures and directives of WHO. Further, in respect of such amount which WHO has been able to recover, such amount will be returned to the programme, project or activities for which the contribution was intended. Where the programme, project or activities for which the contribution was intended has or have been concluded or terminated, the amount shall be re-programmed at UKHSA's instructions or returned to UKHSA at such bank account as determined by UKHSA. In respect of such amount that has not been recovered, WHO recognizes the importance to UKHSA that such funds be recovered. WHO agrees to continue consultations with UKHSA, with a view to determining a mutually agreeable solution, including the return of such funds, and in the interim, agree to discuss such issues on a case by case basis.
- (7) The provisions of paragraphs (2) through (6), above, shall be applied in a manner consistent with the privileges and immunities of WHO.
- (8) Consistent with numerous applicable United Nations Security Council resolutions, including S/RES/1267 (1999), S/RES/1373 (2001) and related resolutions, the Participants are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the policy of UKHSA to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. WHO undertakes to use all reasonable efforts to ensure that this Contribution is not made available or used to provide support to individuals or entities

associated with terrorism as designated by the United Nations Security Council sanctions regime list.

6. Due Diligence

(1) WHO takes note that UKHSA, as per its internal operating procedures, will undertake due diligence assessments prior to or, in exceptional circumstances, during the implementation of a project/programme. WHO agrees to co-operate with this activity to the extent that, as determined by WHO, such co-operation is consistent with the “single audit principle”, as well as its relevant regulations, rules, policies and procedures (including but not limited to its accountability and oversight framework and its information disclosure policies). WHO will undertake assessments of its implementing partners in line with its existing practices and policies, and will share with UKHSA information about its tools for assessing partners. Without prejudice to the foregoing, the scope of such co-operation will be agreed in advance between UKHSA and WHO.

7. Accountability

- (1) The UKHSA will not be responsible for the activities of any person, organisation or company engaged by WHO or its agencies as a result of this memorandum, nor will the UKHSA be responsible for any costs incurred by WHO or its agencies in terminating the engagement of the aforementioned persons, organisations or companies.
- (2) Although accountable to the UKHSA for the appropriate use of funding and delivery of project objectives, WHO will retain ultimate responsibility for the use of funding and will as such be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon recipients.

8. Safeguarding

(1) The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, sexual abuse and sexual harassment (“SEAH” and “SH”) and agree the terms set out in Annex C. This means WHO, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this Contribution Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Subject to its regulations, rules, policies and procedures, WHO will apply the IASC Six Core Principles relating to Sexual Exploitation and Abuse and adhere to the IASC Minimum Operating Standards

on PSEA and/or the Core Humanitarian Standard on Quality and Accountability (as set out in Annex D).

- (2) When WHO becomes aware of suspicions or complaints of SEA and SH, WHO will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the victim. WHO will also promptly contact UKHSA at [REDACTED] to report any allegation credible enough to warrant an investigation related to this Contribution Arrangement. WHO should also promptly report to UKHSA a [REDACTED] any allegation credible enough to warrant an investigation of SEA or SH that are not directly related to this Contribution Arrangement but would be of significant impact to the partnership with UKHSA. It is understood and accepted that WHO will report on SEA and SH in accordance with its respective regulations, rules, policies and procedures, subject to not compromising the safety, security, privacy and due process rights of any concerned person.

9. Termination

- (1) Either Participant may terminate this memorandum at any time by giving at least three (3) months' written notice to the other Party.
- (2) The UKHSA may end its participation in this arrangement by giving one month's written notice to WHO, in the following circumstances:
- a) Failure to implement the project according to this memorandum
 - b) A significant failure by WHO to meet any of the commitments in this memorandum
 - c) Force majeure
 - d) Where any changes occur which, in the opinion of the UKHSA, impair significantly the value of the contribution of the project towards the programme objective.
- (3) If any of the above events occur, the UKHSA will notify WHO of its concerns in advance and provide WHO with a reasonable period of time to address them. If, within that time period, no satisfactory resolution is reached and there is no reasonable prospect that such a resolution is imminent, the UKHSA may terminate this memorandum.
- (4) Any termination hereunder shall be subject to the settlement of any outstanding encumbrances. All remaining funds other than those irrevocably committed in good faith before the date of termination, in line with project objectives and approved between the Participants as being required to finalise activities, will be returned to the UKHSA.

10. Equipment

On completion of the project, any items of equipment purchased by WHO with the contribution funds will be transferred to local authorities in consultation with the British Embassy or otherwise disposed of in accordance with WHO's Financial Regulations and Financial Rules.

11. Transparency

- (1) The UKHSA may request information about the implementation and operation of the project. Where the UKHSA makes such a request, the UKHSA will provide WHO with the reason for its request.
- (2) WHO is committed to the principle of transparency and, subject to confidentiality considerations and provided such request is not inconsistent with the Single Audit Principle (which applies to WHO as a UN Specialized Agency), WHO will make available to the UKHSA such information, as may be reasonably requested, relating to the implementation and the operations of the project.

12. Intellectual Property

Any intellectual property rights which arise in the course of the implementation of the project by WHO will belong to WHO, provided that WHO hereby grants the UKHSA a worldwide, perpetual, royalty free licence to use such intellectual property rights for non-commercial purposes.

13. Dispute settlement

Any dispute that may arise as to the interpretation or application of this memorandum will be settled by consultation between the Participants.


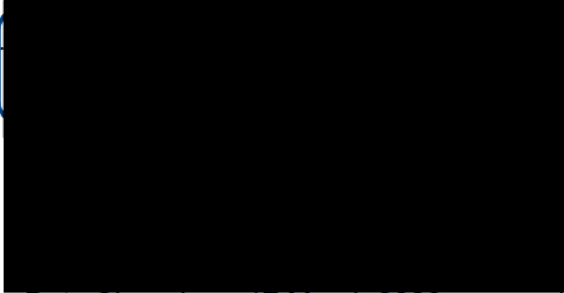
14. Contact information

WHO will provide the UKHSA with contact details for its representative with responsibility for addressing normal day-to-day enquiries.

15. WHO will proactively acknowledge the UK's contribution, including through an agreed communications strategy and, subject to WHO's rules, regulations, policies and procedures, the use of the UKHSA logo (to be provided) in relevant materials. Visibility for the project will in all cases be subject to safety and security considerations of WHO and its staff, agents and implementing partners.

16.Amendment of this memorandum

Any amendment to this memorandum will be decided upon by both Participants, recorded in writing and attached to this memorandum.

Signed on behalf of the UK Health Security Agency:	Signed on behalf of the World Health Organization:
	
Date Signed: 20/03/2023	Date Signed: 17 March 2023

Annex A The Project Terms of Reference

Project: International Conference on Prison Health

The World Health Organisation (WHO) has been engaged in the field of prison health since the inception of the WHO European Health in Prisons Programme (HIPP) in 1995. The key purpose of the HIPP is to support Member States in their efforts to address and improve health and healthcare in prisons and to facilitate links between prison health and public health systems at all levels, with the aim of improving public health overall.

HIPP has held several annual international meetings on prison health including in England, Ireland, Kyrgyzstan, Denmark, Portugal and Finland, involving Member States, partner organisations and international experts. The purpose of these meetings was to facilitate exchange of good practices in improving prison health and healthcare systems in the WHO European Region.

Co-organized with the UK Government, the 2023 annual international Conference will be hosted in London, the UK, 21-23 June. The focus of the meeting and the objectives will be set by a Steering Group defined for that purpose. The Steering Group will include WHO staff and UKHSA staff and mutually agreed members from other organisations. There will also be a Working Group responsible for the logistics operations associated with conference organisation. Final strategic decisions will need to be jointly agreed between WHO and UKHSA

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ANNEX C – SEXUAL EXPLOITATION, SEXUAL ABUSE AND SEXUAL HARASSMENT

1. The Participants have a zero tolerance for inaction approach to tackling sexual exploitation, sexual abuse and sexual harassment (“SEA” and “SH”).¹ This means WHO, and its implementing partners, will take all reasonable and adequate steps to prevent SEA and SH of any person linked to the delivery of this Contribution Arrangement by both its employees and any implementing partner and respond appropriately when reports of SEA and SH arise. Subject to its regulations, rules, policies and procedures, WHO will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing this programme and provide evidence to demonstrate this where required:

- a) Adherence to the IASC-Minimum Operation Standards and/or SEA elements of the Core Humanitarian Standard on Quality and Accountability;
- b) A victim-centred approach² to SEA and SH issues;
- c) Strong leadership and signalling on tackling SEA and SH;
- d) Make all reasonable and adequate efforts to address gender inequality and other power imbalances;
- e) Robust reporting to enhance accountability and transparency;
- f) Ensure that SEA and SH standards from this arrangement are reflected in funding templates with implementing partners, [for UN entities: by means such as, but not limited to, adherence to the United Nations Protocol on Allegations of Sexual Exploitation and Abuse Involving Implementing Partners.]

2. WHO will adhere to the following reporting requirements:

- a. WHO will promptly contact through written notice to [REDACTED] to report any allegation credible enough to warrant an investigation of SEA or SH related to this Contribution Arrangement.
- b. WHO should also promptly report to [REDACTED] any allegation credible enough to warrant an investigation of SEA or SH that are not directly related to this Contribution Arrangement but would be of significant impact to the partnership.
- c. WHO will report all allegation credible enough to warrant an investigation of SEA and, where relevant, the action taken, with regard to its governance and operations, regardless of the relation to this Contribution Arrangement, to the Secretary-General’s public reporting mechanism on SEA.

3. Each notification referred to in paragraph 2.a and 2.b, will indicate, as available: [agreement/arrangement number], nature of the alleged misconduct, date of alleged misconduct, date of first report to WHO, location, involvement of implementing partner, state of affairs concerning the investigation, and the action that will be taken by WHO, and whether the case is referred to law enforcement. The organisation will provide

¹ See UNGA Resolution A/RES/73/148 for the definition of sexual harassment and UNSG Bulletin ST/SGB/2003/13 for the definition of sexual exploitation and abuse. Both definitions are included in the DAC Recommendation on Ending Sexual Exploitation, Abuse, and Harassment in Development Co-operation and Humanitarian Assistance: Key Pillars of Prevention and Response.

² A victim-centred approach is one for which the victim’s dignity, experiences, considerations, needs, and resiliencies are placed at the centre of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the [UN Protocol on Allegations of SEA Involving Implementing Partners](#), the victim should be consulted during the decision-making process, and provide consent on the possible use and disclosure of their information. Those interacting with the victim and/or handling information regarding the allegation must maintain confidentiality, take appropriate measures to ensure the safety of the victim, and apply victim-centred principles which are safety, confidentiality, respect, and non-discrimination. When the victim is a child, the approach must consider the best interests of the child and engage with the family/caregivers as appropriate. Staff and partners should comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection.

updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 2.a and 2.b.

4. It is understood and accepted that (1) WHO will report on SEA and SH in accordance with its respective regulations, rules, policies and procedures, subject to not compromising the safety, security, privacy and due process rights of any concerned persons, and (2) UKHSA will treat any information or documentation provided by WHO confidentially and with the utmost discretion in order to ensure that the foregoing are not compromised.

5. When WHO becomes aware of suspicions or complaints of SEA and SH, WHO will take swift and appropriate action to stop harm occurring, investigate and report to relevant authorities (for criminal matters) when safe to do so and after considering the wishes of the victim.

6. The donor or any of its duly authorised representatives may at all times carry out reviews, evaluations or other oversight measures to verify WHO's zero tolerance for SEA and SH in accordance with agreed terms of reference, provided that such measures are not inconsistent with the single audit principle that applies to WHO as a UN Specialized Agency. WHO shall fully cooperate with the donor or any of its duly authorized representatives or agents to carry out such oversight measures in accordance with modalities for cooperation to be agreed between WHO and UKHSA.

Annex D: IASC Six Core Principles Relating to Sexual Exploitation and Abuse³

1. "Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment.
2. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence.
3. Exchange of money, employment, goods, or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour is prohibited. This includes exchange of assistance that is due to beneficiaries.
4. Any sexual relationship between those providing humanitarian assistance and protection and a person benefitting from such humanitarian assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
5. Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms.
6. Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment."