



Government
Legal Department

UNITED KINGDOM HEALTH SECURITY AGENCY

and

UNIVERSITY COLLEGE LONDON HOSPITAL NHS TRUST

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (which expression shall include the Annexes) (“MoU”) is dated 8 September 2023

Between

- (1) **UK Health Security Agency** (the "**Authority**") acting as agents Secretary of State for Health and Social Care as part of the Crown of Nobel House, 17 Smith Square, London, SW1P 3HX (UKHSA); **and**
- (2) **University College London Hospitals NHS Foundation Trust (UCLH)** of 4th Floor East, 250 Euston road, London Nw1 2PG (the "**Partner/Authority 2**").

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

Background and Policy Context

- (A) UCLH and UKHSA will be jointly hosting and supporting the International Inclusion Health Conference 2023
- (B) By the terms of this MoU UCLH will undertake the arrangement for payment of the conference venue
- (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 (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.

“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. UCLH will arrange for payment of the full costs of the conference venue hire, as highlighted in Annex A. UKHSA will remunerate UCLH for the full value of this as outlined in Annex B.
- 2.2. The Partner/Authority 2 will ensure it complies with the terms of all applicable laws in carrying out the Activities.

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:
 - (a) the Parties will:
 - (i) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
 - (ii) 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;
 - (iii) comply with the law and best practice, including any relevant Governmental protocols and guidance;
 - (iv) act in a timely manner;
 - (v) 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.

4. Liaison between the Parties

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

The Authority: [REDACTED]
[REDACTED], Health Equity & Inclusion Health Division

The Partner/Authority 2: [REDACTED],
Infection Division, UCLH.

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

- 4.2. The MoU Representatives shall:

- (a) meet at least 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 that the Activities agreed between the Parties are being undertaken and that work is proceeding in accordance with the Principles; and
- (c) document key decisions in writing.

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. Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions.

6. Use of Third Parties

- 6.1. The Partner/Authority 2 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/Authority 2 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/Authority 2 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 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 either or 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, neither Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior 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 agreement of the other 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 following senior personnel:

- (a) **For the Authority:** [REDACTED], Health Equity & Inclusion Health Division
- (b) **For the Partner/Authority 2:** [REDACTED], Infection Division

12. Term and Termination

12.1. This MoU shall commence on 30/06/23 and (subject to earlier termination on the terms of this MoU) shall continue for 4 months which period may be extended by the written agreement of the Parties.

12.2. This MoU may be terminated by either Party at any time by giving written notice to the other Party.

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. 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 MoU. This will include compliance with the further specific handover requirements set out below.

12.4. If for any reason this MoU is terminated, the Authority may:

- (a) give such directions to the Partner/Authority 2 for the purpose of making arrangements for the handover of Activities (whether the Authority will continue the Activities itself or seek to agree replacement services with a third party); and/or
- (b) authorise another party to take over all or part of the Activities as the Authority may specify.

12.5. The Partner/Authority 2 shall co-operate fully with the Authority during any handover arising from the expiry or termination of this MoU. Such co-operation shall extend to allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary, within legal constraints, to the Authority or such other third party (or parties) authorised to take over all or part of the Activities in order to achieve an effective transition without disruption to routine operational requirements.

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

- 13.1. On termination of this MoU, 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/Authority 2 shall provide a final report detailing the Activities it has performed).
- 13.2. Where the Authority has paid any sums in advance, the Partner/Authority 2 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 once during the period of the MOU, and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any 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 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 either Party from participating in similar activities or arrangements with other entities.
- 15.2. The Authority reserves the right to vary the requirements of the MoU should this become necessary at any time, following discussion with the Partner/Authority 2. The Parties will confirm all agreed variations 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/Authority 2 be required to perform additional Activities unless and until this has been agreed in writing.

<p>SIGNATORIES</p> <p>The duly authorised representatives of the Parties affix their signatures below.</p>	
<p>Signed for and on behalf of the Secretary of State for UK Health Security Agency</p> 	<p>Signed for and on behalf of UCLH</p> 
<p>Date Signed: 13/09/2023</p>	<p>Date Signed: 13/09/23</p>

Annex A. The Partner/Authority 2's Activities

This Memorandum of Understanding (MoU) records the commitments between United Kingdom Health Security Agency (UKHSA) and University College London Hospital NHS Trust (UCLH) for the delivery of the International Street Medicine Symposium to be held in London in September 2023.

UCLH will act as the lead UK based organisation for the symposium and will work with and be responsible for the relationship with other partners, including the Street Medicine Institute.

The Street Medicine Institute (SMI) hold an annual, internationally focused symposium. **The International Street Medicine Symposium (ISMS)** is considered to be one of the world's premier educational events dedicated to the health care of rough-sleeper (unsheltered) homeless populations. The ISMS provides an opportunity for homeless health care experts from around the globe to present clinical topics, innovations, research outcomes, and best practices relevant to street medicine through the popular format mix of large-group lectures, interactive small-group presentations and workshops, and poster presentations.

UCLH, through their Find & Treat Service, have a long-established relationship with the SMI and have extended an invitation, which has been accepted, for the ISMS to be hosted in London in 2023. The 19th ISMS is planned to be held in London from 27th to 30th September 2023.

UCLH will:

1. Work with the International Street Medicine Institute to scope, define plan and design the content and deliverables for the 19th ISMS
2. Coordinate the UK based co-sponsors and participants
3. Fund the evening arts event.
4. Undertake the procurement of a suitable conference venue and facilities and provide to UKHSA with:
 - a. Details of the venues included in the selection and the down-selection process
 - b. Detailed fixed cost breakdown from the successful venue
5. Provide invitations to participate to UKHSA Inclusion Health specialists and senior leaders as appropriate.
6. Undertake the lead with local communications, marketing and stakeholder engagement

7. For the avoidance of doubt the International Street Medicine Institute to provide travel and accommodation costs for invited international speakers and workshop leads and to wave their fees. International Street Medicine Institute to subsidise places for students, professionals in training and volunteers and provide free places for peers with lived experience of homelessness of social exclusion. (i.e. groups who are critical to our understanding of Homeless and Inclusion Health but who cannot generally afford conference fees).

Annex B. The Authority's commitments

To remunerate UCLH for the costs outlined in Annex 1 no later than 31st October 2023.

UKHSA will:

1. Provide specialist input into the scope, definition, planning and design the content and deliverables for the 19th ISMS
2. Provide funding to UCLH for the
 - a. hire of the London venue, including public address and display systems
 - b. 3 days of buffet style catering for attendee's
3. Support any communications and marketing, including social media campaigns instigated by UCLH and ISM.
4. If requested by UCLH provide speakers, papers, and extracts for the ISMS

UKHSA will provide funding to UCLH for the costs for the London venue on the basis that

1. UCLH will procure and pay for the venue in advance of the symposium
2. On conclusion of the symposium UKHSA will reimburse UCLH the venue costs.

Annex C. Costs

Mary Ward House – Venue Cost Schedule



5-7 Tavistock Place,
London, WC1H 9SN



INVOICE

