



UK Health
Security
Agency

DATED

25^h November 2024

COLLABORATION AGREEMENT

between

THE UK HEALTH SECURITY AGENCY

and

GLOBAL HEALTH DEVELOPMENT

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This Agreement is dated 25th November 2024

Parties

- (1) The Secretary of State for Health and Social Care as part of the Crown acting through the **UK Health Security Agency** with offices at on 5th Floor, 10 South Colonnade, Canary Wharf, London, E14 5EA ("**UKHSA**")
- (2) **Global Health Development (GHD)** of Building No. 42, Abdallah Ben Abbas St, Shmeisani, PO. Box 963709, Amman 11196, Jordan ("**GHD**")

BACKGROUND

- (A) The parties to this Agreement wish to establish a framework to govern their respective rights and obligations in relation to particular Projects in respect of which they wish to co-operate, where such Projects fall within the Focus of this Agreement.
- (B) The parties recognise that there is great joint benefit in collaborating with each other in supporting the development of public health capabilities and capacities in the Eastern Mediterranean Region ("EMR").
- (C) UKHSA is an executive agency of the UK Department of Health and Social Care ("DHSC"), with scientific and technical expertise in different disciplines of public health including communicable and noncommunicable disease control, epidemiology, health improvement, disease surveillance, environmental public health and emergency response and management. Its mission is to protect and improve the nation's health and to address inequalities.
- (D) UKHSA led International Health Regulation Strengthening ("IHR-S") project is a DHSC funded Official Development Assistance ("ODA") project working in partnership with countries in Africa, Asia and the Middle East to strengthen compliance with the International Health Regulations.
- (E) EMPHNET is a non-profit making umbrella organisation for Field Epidemiology programmes in the EMR. GHD, as an implementing arm of EMPHNET, aligns its strategies with national policies and directions. It supports countries in EMR to strengthen their health systems to respond to public health challenges and threats. GHD was initiated to advance the work of EMPHNET by building coordinating mechanisms with Ministries of Health (MOHs), International Organizations and other institutions to improve population health outcomes.
- (F) Serving as a collaborative platform, GHD/EMPHNET is dedicated to serve the region by supporting national efforts to promote public health policies, strategic planning,

sustainable financing, resource mobilization, public health programs, and other related services.

- (G) By the terms of this Agreement the parties will undertake to work together to promote and/or develop joint initiatives to support the development of public health capacities and capabilities within the EMR.
- (H) This Agreement sets out the terms and conditions upon which the parties have agreed that such Projects may take place.

Signed by an authorised signatory for and on behalf of UKHSA:

Signed by an authorised signatory to sign for and on behalf of the GHD:

Agreed terms

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement.

Business Day: a day other than a Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales, or public holiday in England, when banks in London are open for business.

Charges: the charges payable by a party to the other in relation to a Project (if any), as set out in each case in a Project Schedule.

Commencement Date: has the meaning given in clause 2 (Commencement and duration).

Crown: 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.

Existing IPR: any and all Intellectual Property Rights that are owned by or licensed to either party and which are or have been developed independently of this Agreement (whether prior to the Commencement Date or otherwise).

Focus: the parties will collaborate to work, promote and/or develop joint initiatives to support the development of public health capabilities and capacities in the EMR such as Africa, Asia and the Middle East.

Foreground IPR: Intellectual Property Rights that arise from or are created or developed by GHD (or by a third party on behalf of GHD) specifically for the purposes of this Agreement including updates and amendments and Intellectual Property Rights in or arising as a result of the performance of GHD's obligations under this Agreement and all updates and amendments to the same, but shall not include GHD's Existing IPR.

Input: in relation to a party, the services, resources, workforce or other tangibles or intangibles that such party provides in accordance with this Agreement in relation to a Project, as set out in a Project Schedule.

Intellectual Property Rights or IPR: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, logos, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights

and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

month: a calendar month.

Open Licence: means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/> and the Open Standards Principles documented at <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles>.

Principles: principles set out in clause 5.9 of this Agreement.

Project: a project agreed by the parties in accordance with clause 5 (Proposals and Projects) in relation to which the parties will collaborate in accordance with this Agreement, as further described in Schedule 1 - the Project Schedule .

Project Period: subject to earlier termination in accordance with this Agreement, the period from the start date to the end date for a Project, as set out in a Project Schedule.

Project Schedule: a document in Schedule 1 to this Agreement specifying particulars in relation to a particular Project, agreed by the parties in accordance with clause 5 (Proposals and Projects).

Representatives: the lead representatives of each party (one to be provided by the party) as described in clause 5.10 of this Agreement and shall its employees, officers, contractors, subcontractors, representatives, and advisers.

1.2 A reference to **writing** or **written** includes email but not fax.

2. Commencement and duration

2.1 This Agreement shall commence on 25th November 2024.

2.2 This Agreement shall continue, unless terminated earlier in accordance with clause 22, (Termination of agreement), until 31 March 2025 when it shall terminate automatically without notice. However, there shall be an option for a twelve (12) months' extension, in which case the Agreement shall terminate on 31 March 2026. To exercise the option to extend this Agreement until 31 March 2026, a one (1) month prior written notice must be given by UKHSA to GHD before its expiry (31 March 2025) and GHD is under similar obligations if they do not wish to extend beyond 31 March 2025, for whatever reason.

3. Collaboration and co-operation

3.1 The parties shall co-operate within the Focus of this Agreement in relation to Projects.

- 3.2 The parties shall collaborate in relation to Project Schedules agreed in accordance with clause 5 (Proposals and Projects).

4. Existing arrangements

- 4.1 Nothing in this Agreement shall restrict either party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement.
- 4.2 However, as the parties will be working together in relation to Projects where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 11 (Confidentiality) and clause 14 (Intellectual Property).

5. Proposals and Projects

- 5.1 The parties agree that the terms of this Agreement shall apply when either party (**proposing party**) wishes to propose to the other party (**receiving party**) a Project falling within the scope of the Focus.
- 5.2 A proposing party may submit a proposal for a proposed Project falling within the scope of the Focus to the receiving party at any time. The proposal shall contain high level details of the proposed Project, including an indication of the parties' likely respective Inputs and any Charges the proposing party intends to make for its own Inputs (if applicable).
- 5.3 On receipt of a proposal, the receiving party shall consider it and provide the proposing party with its comments within thirty (30) days of receipt. The parties shall then discuss whether they wish to formalise the proposal so that it becomes a Project. Either party may, in its absolute discretion, decline to agree to formalise a proposal into a Project.
- 5.4 In order to formalise a proposal into a Project:
- (a) either party may submit to the other a draft Project Schedule. Such document shall be based substantially on the template Project Schedule set out in Schedule 1, but it may include additional matters or exclude matters contained in the template that are not relevant to the particular Project;
 - (b) each party may sign the Project Schedule or decline to do so. A Project Schedule shall not have operative effect under this Agreement unless it is signed by both parties. Once signed by both parties, a Project Schedule becomes part of the Agreement.
- 5.5 A Project Schedule that has been signed by both parties may be amended at any time in accordance with clause 29 (Variation).

- 5.6 Unless terminated earlier in accordance with this Agreement, each Project Schedule has contractual effect during the applicable Project Period.
- 5.7 Each party shall in relation to the obligations allocated to it in a Project Schedule agreed in accordance with this clause:
- (a) perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project Schedule;
 - (b) use reasonable care and skill in performing such obligations;
 - (c) comply with good industry practice;
 - (d) comply with all laws applicable to it;
 - (e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;
 - (f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the applicable Project Schedule; and
 - (g) if on the other party's premises, comply with that party's health and safety and site regulations made known to it.
- 5.8 Each party shall ensure that it uses employees or agents in performing its obligations under a Project Schedule who are suitably qualified and experienced.
- 5.9 Each party shall adopt the following principles at all times in respect of this Agreement:
- (a) be accountable to each other for performance of their respective roles and responsibilities set out in this Agreement;
 - (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;
 - (d) act in timely manner; and
 - (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 Agreement.
- 5.10 Formal contact between the Parties shall be through the Representatives (which can be changed any time by notifying the other party in writing).

5.10.1 The Representatives are as set out below:

(a) UKHSA Representative:

██████████, Programme Manager, International Health Regulations
Strengthening Project – ██████████@ukhsa.gov.uk

(b) GHD Representatives:

██████████, Deputy of the Executive Director –
██████████@globalhealthdev.org

██████████, Project Manager – ██████████@globalhealthdev.org

5.10.2 The Representatives shall:

- (a) meet at least twice a year at a time and place to be mutually agreed to review the Project and Project Schedule carried out under, and the operation of this Agreement and to address any issues arising from this Agreement;
- (b) provide assurance to the Parties that the Project and Project Schedule agreed between the Parties are being undertaken and that work is proceeding in accordance with the terms of this Agreement and Principles; and
- (c) document key decisions in writing.

6. Customers

- 6.1 Each party agrees that it has no right to bind the other party in contract or otherwise in relation to any customers of either party, and it shall not represent that it has such right.
- 6.2 Nothing in this Agreement constitutes one party a partner, employer, employee or agent of the other party in relation to either party's customers.
- 6.3 Neither party may provide to any of its customers any information, or make any representation, relating to the other party's products or services, unless that information or representation is approved in writing by that party for use in those circumstances.

7. Information flow and Project management

- 7.1 To enable the parties to maximise the benefits of their collaboration, each party shall:
 - (a) engage the other in planning discussions in relation to the Focus from time to time;
 - (b) keep the other party informed about its own progress in relation to each Project; and
 - (c) facilitate regular discussions between appropriate members of its personnel and those of the other party in relation to each Project, including in relation to:
 - (i) performance and issues of concern in relation to each Project;

- (ii) new developments and resource requirements;
- (iii) compliance with deadlines; and
- (iv) such other matters as may be agreed between the parties from time to time.

7.2 Each party shall:

- (a) supply to the other party information and assistance reasonably requested by it relating to a Project as is necessary to enable that other party to perform its own obligations in relation to the Project; and
- (b) review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to a Project (if any), as soon as reasonably practicable at the request of the other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

8. Charges

8.1 Except as provided for in clause 8.2, each party shall:

- (a) not be entitled to charge the other party for the provision of anything (including Inputs) it provides in connection with each Project and this Agreement; and
- (b) be otherwise responsible for its own costs incurred in connection with each Project and this Agreement, including all Inputs it provides.

8.2 If a Project Schedule provides that a party is responsible for paying the other party any Charges, such Charges shall be invoiced and paid for in the currency specified in the Project Schedule in accordance with clause 9 (Invoicing and payment).

9. Invoicing and payment

9.1 If a Project Schedule provides that a party will pay the other party any Charges in relation to a Project, the other party may issue invoices for such Charges:

- (a) in accordance with the invoicing procedure (if any) provided for in the Project Schedule; or
- (b) if no invoicing procedure is provided for in the Project Schedule, at the end of each month.

9.2 Unless otherwise provided in a Project Schedule, the Charges specified in a Project Schedule are exclusive of VAT, which shall be included in invoices and payable, if applicable, in addition to the Charges.

- 9.3 A party shall pay undisputed invoice issued to it in accordance with this Agreement within 30 days of the date of receiving the invoice.

10. Set-off

All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Confidentiality

11.1 Confidential Information means all information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this Agreement in connection with the Focus or any Project, including:

- (a) the existence and terms of this Agreement or any agreement entered into in connection with the Focus or a Project;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (c) any information that is developed by the parties in the course of carrying out this Agreement or any Project; and
- (d) is specified as confidential in any Project Schedule.

11.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (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) the parties agree in writing is not confidential or may be disclosed; and/or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 11.3 Each party shall keep the other party's Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement in relation to the Focus and any Project (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 11.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 11.7 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 to be implied from this Agreement.
- 11.8 On termination of this Agreement unless such things are needed by it to perform its obligations under a Project Schedule (and only until the end of such time), each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and

data storage services provided by third parties (to the extent technically and legally practicable); and

- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.

11.9 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.

11.10 The provisions of this clause 11 shall continue to apply after termination of this Agreement in accordance with clause 23 (Survival).

11.11 Except as expressly stated in this Agreement, where reasonably and legally practicable, 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 Agreement.

12. Announcements

12.1 Subject to **Error! Bookmark not defined.****Error! Reference source not found.**, GHD shall not make, or permit any person to make, any public announcement, communication or circular (**announcement**), respond to medial inquiries concerning the existence, subject matter or terms of this Agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of UKHSA (such consent will be at UKHSA's sole discretion).

12.2 Each party shall seek the other party's prior approval to publish any information resulting from the use of exchanged data received from the other party.

13. Data protection

13.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (**UK GDPR**), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) (iv) to the extent that it relates to processing of personal data and privacy; (iii) all applicable laws about the processing of personal data and privacy and the

guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party ("**Data Protection Legislations**").

- 13.2 Neither party shall use any personal data exchanged under this Agreement for any purpose which are incompatible with applicable data protection laws and regulation, including but not limited to for commercial purposes without the prior written agreement of the supplying party). Each part must ensure that personal data collated or exchanged under this Agreement is not transferred outside the UK without the prior written agreement of the other party and shall comply with their respective obligations set out in Annex D of this Agreement.

14. Intellectual property

- 14.1 This Agreement does not transfer any interest in Intellectual Property Rights. Each party keeps ownership of its own Existing IPR.
- 14.2 UKHSA hereby grant GHD a licence to use UKHSA's Existing IPR for the sole purpose of fulfilling its obligations for the Project under this Agreement and for the duration of this Agreement.
- 14.3 To the extent that it is contained within the Foreground IPR, GHD hereby grant its Existing IPR to UKHSA on a fully paid-up, non-exclusive, perpetual, royalty-free, irrevocable, transferable, worldwide licence to use, change and sub-licence any of GHD's Existing IPR required by UKHSA to enable it to use, assign, sub-licence and commercially exploit (including by publication under Open Licence the Foreground IPR and for nay purposes whatsoever relating to UKHSA or Crown's business or function.
- 14.4 Any Foreground IPR that arise from or are developed by either party in carrying out the obligations of this Agreement shall be solely vested in and owned by UKHSA. UKHSA hereby grant GHD a licence to use the Foreground IPR for the Project during and after the end of this Agreement on a non-commercial basis only. For the avoidance of doubt, the licence of the Foreground IPR to GHD does not permit it to commercially exploit, change or sub-licence the Foreground IPR during and following expiration of the Agreement.
- 14.5 Each Parties will work together to ensure that in the performance of the Project and this Agreement, 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 Project and/or this Agreement or to use any Foreground IPR, GHD 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, GHD will agree with UKHSA such other means to procure the performance of the Project and/or this Agreement and use of Foreground IPR without

infringing such rights, which may include modification of the Project and/or this Agreement to avoid infringement.

15. NOT USED

16. NOT USED

17. Warranties

17.1 Each party warrants that:

- (a) it has full power and authority to carry out the actions contemplated under this agreement; and
- (b) its entry into and performance under the terms of this Agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) subject to clause 11.9, so far as it is aware, all information, data and materials provided by it under this Agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;

17.2 Except as expressly provided in this Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this Agreement.

18. Indemnity

18.1 In this clause, a reference to an **indemnified party** shall include that party's subsidiaries, and the provisions of this clause shall be for the benefit of that party and each such subsidiary, and shall be enforceable by each such subsidiary, in addition to the party.

18.2 Each party (**indemnifying party**) shall indemnify the other party (**indemnified party**) against direct liabilities, costs, expenses, damages and losses (excluding indirect or consequential losses, loss of profit, loss of reputation and all interest) but including direct, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the indemnified party arising out of or in connection with:

- (a) any claim made against the indemnified party for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with:

- (i) the indemnified party's use in accordance with this Agreement of Intellectual Property Rights licensed to it by the indemnifying party under clause 14.23; or
- (ii) the receipt or use by the indemnified party of Inputs or other items or services provided by the indemnifying party in relation to a Project under this Agreement.

18.3 Liability under this indemnity is conditional on the indemnified party discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the indemnified party which may reasonably be considered likely to give rise to a liability under this indemnity (**Claim**), the indemnified party shall:

- (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
- (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent) if the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect;
- (c) give the indemnifying party and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the indemnified party, so as to enable the indemnifying party and its professional advisers to examine them and to take copies (at the indemnifying party's expense) for the purpose of assessing the Claim; and
- (d) subject to the indemnifying party providing security to the indemnified party to the indemnified party's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, take such action as the indemnifying party may reasonably request to avoid, dispute, compromise or defend the Claim.

18.4 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

18.5 Nothing in this clause shall restrict or limit the indemnified 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 under this indemnity.

19. Self-Insurance

19.1 GHD shall not be required to maintain insurance arrangements in respect of employer's liability, public liability, and professional indemnity; and

19.2 GHD may self-insure in respect of employer's liability, public liability and professional indemnity.

20. Limitation and exclusion of liability

20.1 The limits and exclusions in this clause reflect the insurance cover the parties have been able to arrange for themselves respectively.

20.2 References to liability in this clause include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

20.3 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

20.4 Nothing in this Agreement shall limit any liability under clause 18 (Indemnity).

20.5 Nothing in this clause shall limit a party's payment obligations to the other under this Agreement.

20.6 Nothing in this Agreement limits any liability that cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title or quiet possession).

20.7 Subject to clause 20.3 (no limitations in respect of deliberate default), clause 20.4 (indemnity) clause 20.45 (no limitation of payment obligations), and clause 20.6 (liabilities which cannot legally be limited), a party's total liability to the other party under or in connection with this Agreement shall not exceed £500,000.00 (five hundred thousand pounds sterling only).

21. Termination of Projects

- 21.1 The grounds and procedures for terminating the Agreement as a whole specified in clause 22 (Termination of agreement) apply *mutatis mutandis* to a Project Schedule, and either party to a Project Schedule may terminate it in accordance with such clause.
- 21.2 A party may terminate a Project Schedule on giving not less than three (3) months' written notice to the other party.
- 21.3 Termination of a Project Schedule in accordance with this clause shall have the effect that:
- (a) the terminated Project Schedule shall be severed from the Agreement, which shall otherwise remain in full force and effect; and
 - (b) the provisions of clause 24 (Consequences of termination) shall otherwise apply (*mutatis mutandis*) in relation to the Project Schedule.

22. Termination of agreement

- 22.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
 - (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for

the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

- (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (k) the other party (being an individual) is the subject of a bankruptcy petition, application or order;
- (l) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (m) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 22.1(d) to clause 22.1(k) (inclusive);
- (n) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (o) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
- (p) if there is a change of control of the other party; or
- (q) if any warranty given by the other party in clause 17 of this Agreement is found to be untrue or misleading; or
- (r) in accordance with clause 25 (Force majeure).

22.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement on giving not less than three (3) months' written notice to the other party.

23. Survival

23.1 On termination of this Agreement, the following clauses shall continue in force:

clause 1 (Interpretation); clause 9 (Invoicing and payment); clause 10 (Set-off); clause 11 (Confidentiality) (subject to clause 11.10); clause 13 (Data protection); clause 14 (Intellectual property); clause 17.1(b) and clause 17.2 (Warranties); clause 18 (Indemnity); clause 19 (Insurance); clause 20 (Limitation and exclusion of liability); clause 21.3 (Termination of Projects); clause 23 (Survival); clause 24 (Consequences of termination); clause 25 (Force majeure); clause 30 (Notices); clause 31 (Severance); clause 29 (No partnership or agency); clause 30 (Rights and remedies); clause 34 (Waiver); clause 36.6 (Third party rights); clause 39 (Entire agreement); clause 39 (Mediation); clause 40 (Governing law); and clause 41 (Jurisdiction).

23.2 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

23.3 On termination of this Agreement, each Project Schedule then in force at the date of such termination shall continue in full force and effect for the remainder of the applicable Project Period, unless earlier terminated in accordance with the terms of this Agreement.

24. Consequences of termination

24.1 On termination of this Agreement, unless such things are needed by it to perform its obligations under a Project Schedule (and only until the end of such time), each party shall, and shall use all reasonable endeavours to procure that its Representatives shall, immediately after termination of this Agreement:

- (a) return or destroy (as directed in writing by the other party) any documents, handbooks, or other information or data provided to it by the other party for the purposes of this Agreement. If reasonably required by the other party, it shall provide written evidence (in the form of a letter signed by it no later than 14 days after termination of this Agreement) that these have been destroyed and that it has not retained any copies of them; and
- (b) return all of the other party's equipment and materials, failing which, the other party may enter the relevant premises and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.

24.2 On termination of this Agreement, a financial adjustment will be agreed according to the principle that UKHSA will only be obliged to pay for the activities performed in accordance with the Project and terms of this Agreement by GHD up to the date of termination provided

that a final report detailing the activities it has performed under the Project is submitted to UKHSA.

- 24.3 Where UKHSA has paid any sums in advance to GHD, GHD will promptly arrange for repayment of amounts it has received from the Project under the terms of this Agreement that it has not performed (such amount to be agreed with UKHSA based on the final report pursuant to clause 24.2).

25. Force majeure

Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate this Agreement by giving 30 days' written notice to the affected party.

26. Assignment and other dealings

- 26.1 GHD shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of UKHSA.

27. Entire agreement

- 27.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this Agreement.

28. Conflict

- 28.1 Where there is a conflict between the provisions of this Agreement and a Project Schedule, the provisions of this Agreement shall prevail.

29. Variation

- 29.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 29.2 Any variation of this Agreement agreed by the parties in accordance with clause 29.1 shall be deemed to apply to all future Project Schedules entered into after the date of such variation, but shall not apply to Project Schedules already in force at that date unless such variation specifically so provides.

30. Notices

- 30.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or email address given in this Agreement or as otherwise notified in writing to the other party.
- 30.2 This clause 30.2 sets out the delivery methods for sending a notice to a party under this Agreement and, for each delivery method, the date and time when the notice is deemed to have been received (provided that all other requirements of this clause have been satisfied, and subject to the provisions of clause 30.3):
- (a) if delivered by hand, at the time the notice is left at the address; or
 - (b) if sent by pre-paid first class post or other next working day delivery service providing proof of postage, at 9.00am on the second] Business Day after posting; or
 - (c) if sent by email, at the time of transmission.
- 30.3 If deemed receipt under clause 30.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause, **business hours** means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 30.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31. Severance

- 31.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

- 31.2 If any provision or part-provision of this Agreement is deemed deleted under clause 31.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

32. No partnership or agency

- 32.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

33. Rights and remedies

Except as expressly provided in this Agreement, rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

34. Waiver

- 34.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 34.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement 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 Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

35. Counterparts

- 35.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

36. Third party rights

- 36.1 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 36.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

37. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

38. Costs

Subject to clause 8, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this Agreement and any documents referred to in it.

39. Mediation

39.1 Any dispute between the parties arising out of or in connection with this Agreement shall in the first instance be resolved amicably between the parties through the Representatives and, if no resolution is reached, referred to the following senior personnel (at Director level):

(a) **For UKHSA:** [REDACTED], Director of Global Operations –
[REDACTED]@ukhsa.gov.uk

(b) **For GHD:** [REDACTED], Grants and Contracts Specialist –
[REDACTED]@globalhealthdev.org

40. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

41. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Schedule 1 Project Schedule

Part 1 This Project Schedule is dated 25th November 2024 and made between:

The Secretary of State for Health and Social Care as part of the Crown acting through the **UK Health Security Agency** with offices at on 5th Floor, 10 South Colonnade, Canary Wharf, London, E14 5EA (**"UKHSA"**)

Global Health Development (GHD) of Building No. 42, Abdallah Ben Abbas St, Shmeisani, PO. Box 963709, Amman 11196, Jordan (**"GHD"**)

Part 2 Background

(A) The parties have entered into a collaboration agreement dated 25th November 2024 (Agreement), allowing the parties to collaborate on Projects where such Projects fall within the Focus.

(B) In connection with the Agreement, the parties have agreed to collaborate in accordance with this Project Schedule.

The project is titled "Supporting Multisectoral Coordination (MSC) Strengthening in the Eastern Mediterranean Region (EMR)". It aims to strengthen coordination about relevant sectors to bolster the implementation of the International Health Regulation (IHR) 2005.

In Phase 1 (December 2021-November 2022) the project was previously implemented in two countries: Pakistan and Iraq. Two focal persons from Pakistan and one from Iraq were nominated to lead the implementation of the project. They were supported by an in-country member of staff (a UKHSA nominated staff member for Pakistan and a GHD staff member for Iraq). In total two face to face events workshops (3 days each) were held in Amman, Jordan attended by focal persons, in-country staff and five to six sector representatives from each country. A further review workshop (2 days) was attended by focal person and in-country staff. Focal persons undertook activities, implemented actions, participated in regular remote calls and submitted written update reports in the periods between workshops.

The project included a situational analysis of the current state of MSC in the selected countries, pinpointing country-specific areas for improvement. It also included delivering tailored support to the countries and evaluating project effectiveness. The project employed a blend of virtual and in-person meetings and workshops, drawing insights from real-world practices and maintaining continuous communication to address specific country needs. It progressed through stages that involved understanding the context, providing targeted assistance through workshops, and reflecting on progress during the review meeting. Additionally, it facilitated improved collaboration between GHD and UKHSA while paving the way for future projects.

Part 3 Project provisions

The parties agree that:

1. Structure

- a) This Project Schedule forms part of the Agreement.
- b) The terms and conditions of the Agreement apply to this Project Schedule. Each party agrees that it shall perform its obligations set out in this Project Schedule in accordance with the Agreement.
- c) Unless otherwise defined in this Project Schedule, terms used in this Project Schedule shall have the meaning given to them in the Agreement.

2. Description of Project

The parties have identified the development of IHR public health capacities and capabilities within the EMR to be of joint interest.

The parties will work together to promote and/or develop joint initiatives to support the development of public health capabilities and capacities in line with the UKHSA IHR-SP objectives. Joint initiatives may include but are not limited to multisector coordination. These joint initiatives will be responsive to regional priorities and seek to support participating countries/member states to improving compliance with WHO's 2005 International Health Regulations.

The collaboration is underpinned by a joint delivery plan that draws upon GHD's vast network and staff to support the local delivery and their logistics service to organise training event coordination and the associated logistics.

3. Term

The Project shall commence on 25th November 2024 and, unless terminated earlier or extended in accordance with the Agreement, shall continue until 31 March 2025 (**Project Period**).

4. Inputs

A contract mobilisation/ kick off meeting shall be arranged upon contract commencement during which the Parties shall discuss and agree the details of specific projects on which they will collaborate and the input requirements (scope of work) of each party for such projects. A Contract Management Plan put in place to cover ongoing management of the Project.

The parties shall each provide the following Inputs in relation to the Project, in accordance with the following timeframes (if any):

GHD	
Activities	<ul style="list-style-type: none"> • Provide technical and contextual understanding of public health in relation to the IHR, 2005, in the EMR region. • Deliver technical aspects of the IHR-SP/GHD joint workplan utilising GHDs unique technical experience in the EMR region. • Leverage established working relationships with selected EMR countries through Memoranda of Understanding already in place. • Facilitate access to significant networks of public health personnel within the selected EMR countries, including Field Epidemiology Training programmes, IHR focal persons, public health personnel of Ministries of Health, National Institutes of Health and other relevant ministries and government organisations. • Source and contract services of qualified and experienced health professionals in selected EMR country public health systems and reimburse them for their time working on planned activities after agreeing to and engaging with an honorary agreement with UKHSA until March 2025, unless terminated early or extended. To include: <ul style="list-style-type: none"> ○ Working with the UKHSA - IHR Project team to recruit highly experienced health professionals from selected EMR countries ○ Provision of payroll services, HR services and staff management systems for recording and reporting GHD staff hours worked on the IHR Project ○ Paying upfront costs for coverage of subsistence and travel costs of national staff and subsequently recharging this to the UKHSA • Additional professional services to include: <ul style="list-style-type: none"> ○ Working with port authorities to clear UKHSA supplied goods/consumables in-country • Provide local procurement services and event coordination services including the provision of transport and accommodation and venue arrangement: <ul style="list-style-type: none"> <u>Transport and accommodation to include:</u> <ul style="list-style-type: none"> ○ Booking of local/regional flights for national and international workshop delegates in line with relevant national travel guidance ○ Coordinating and facilitating visa applications on behalf of travelling international delegates ○ Provision of safe, reliable road transport for workshop delegates. Vehicles used to transport delegates must be safe, well maintained/reliable and insured ○ Selecting and arranging hotel accommodation for national and international personnel as required. For governance and value for money purposes UKHSA will request a minimum of quotes from hotels/GHD in advance of approval <u>Venue arrangement to include:</u> <ul style="list-style-type: none"> ○ Venue booking including managing event payments upfront

	<ul style="list-style-type: none"> ○ Arranging and coordinating workshop/training events at UKHSA approved venues ○ Meeting room and video-audio equipment set-up at booked venue ○ Preparing, printing and delivering event materials ○ Managing event payments, reimbursement of delegate expenses, issuing of delegate stipends, ● Provide additional activities upon request and following prior mutual agreement between the Parties on activity and cost.
UKHSA	
Activities	<ul style="list-style-type: none"> ● Jointly identify shared opportunities for collaboration with GHD to support the development of public health capabilities and capacities in line with the UKHSA IHR-SP objectives and GHDs organizational objectives. ● Provide technical expertise and insights relevant to the joint initiatives with GHD. ● Jointly design, deliver and evaluate joint initiatives in conjunction with GHD. ● Deliver technical aspects of the IHR-SP/GHD joint workplan utilizing UKHSA national and international technical experience. ● Facilitate access to significant networks of public health personnel within the UKHSA.

5. Charges

The financial limit for the initial term of the Agreement shall be £150,000 excluding VAT.

The financial limit for the optional extension period of the Agreement, subject to the conditions of clause 2.2, shall be £350,000 excluding VAT.

Charges to be made for work conducted in carrying out the above-mentioned activities will be calculated using the rate in the table below. GHD will submit invoices to UKHSA which illustrate actual expenses incurred alongside the supporting documents and UKHSA will reimburse GHD accordingly once the invoice is approved.

Description		Quantity	Unit Type	Cost Per Unit (USD)	Unit Type
A.	Personnel				
	Public Health Programs Director	1	person	████	day
	Technical Officer	3	person	████	day
	Project Manager	1	person	████	day
	Project Officer	1	person	████	day
	Communication Officer	1	person	████	day
	ICT Specialist	1	person	████	day
	Financial Officer	1	person	████	day
	Administrative Assistant	1	person	████	day
	M&E specialist	1	person	████	day
	Grant and Contract specialist	1	person	████	day
B.	Personnel HR Costs¹ - █████% (to be charged to Personnel costs)			████%	
C.	Management Overhead Costs (Indirect Cost) - █████% (to be charged to Professional Services, Travel and Event Management)			████%	
D.	Professional Services (Consultants)				
	Focal persons		person	████	day
	Country Staff		person	████	day
	Event Management including translators, sound management etc. ²		person	████	day
Example Workshop Cost					
E.	Travel				
	International airfare ²		Participant	████	Trip
	Stipends		Attendee	████	day
	Accommodation ²		Attendee	████	day
	Ground transportation ³		Attendee	████	Trip
	Visa Acquisition ³		Attendee	████	Trip
F.	Event Management (Other Direct Cost)				
	Venue & Lunch ²		Attendee	████	day
	Facilitators Fees ³		Unit	████	day
	Training Materials & Supplies		Unit	████	day

Footnotes:

1. *Personnel HR Costs to comprise:*
 - Social security costs at █ %
 - Medical insurance at █ %
 - Severance, bonus and other compensation at █ %
2. *Cost Per Unit is an estimated guide cost only. Invoices are to be submitted for actual costs incurred plus the Management Overhead Cost. Prior to any commitment for work a minimum of 3 quotes shall be provided to UKHSA for review and written approval obtained before proceeding.*
3. *Cost Per Unit is an estimated guide cost only. Invoices are to be submitted for actual costs incurred plus the Management Overhead Cost.*

The rate of exchange to be used in computing the currency used in the country of operation by GHD or in dollars.

This is to be agreed between UKHSA and GHD at contract mobilisation / kick off.

The equivalent currency owed to GHD under this Agreement shall be the monthly average exchange rate between the relevant currency and Great British Pound as reported by OANDA on the first day of each calendar month.

<https://www.oanda.com/currency-converter/en/?from=GBP&to=USD&amount=1>

6. Invoicing procedure

Within ten (10) Working Days of receipt of your countersigned copy of the Agreement, UKHSA will issue a unique Purchase Order number (PO Number). GHD must be in receipt of a valid PO Number before submitting an invoice.

GHD shall invoice UKHSA at any time following completion of the provision of the Services in compliance with this Contract.

All payments will be made to GHD in arrears on the basis of actual costs, linked to successful delivery of agreed KPIs and submission of supporting written reporting requirements. UKHSA aims to pay all invoices within 30 days of submission and approval by the IHR budget holder in accordance with Clause 9.3.

Invoices should:

- Quote a valid PO Number
- Include IHR workplan reference number (to be provided by UKHSA Representative, as detailed in 5.10.1, or other nominated point of contact)
- Include Agreement reference number (C316158)
- Be issued on document featuring company heading
- List a detailed breakdown of services provided
- Provide clear payment details
- Include details (including name and contact details) of the UKHSA Representative, as detailed in 5.10.1, or other nominated point of contact(s) with UKHSA Representative copied in.

Invoices should be addressed, quoting a valid Purchase Order number, to:
[REDACTED]@ukhsa.gov.uk

7. Confidential information

The parties agree that the following information shall be Confidential Information (as defined in clause 11 (Confidentiality)):

None specified.

8. Additional terms

8.1 Exchange rate

The rate of exchange to be used in computing the currency used in the country of operation by GHD or in dollars. This is to be agreed between UKHSA and GHD at contract mobilisation/ kick off. The equivalent currency owed to GHD under this Agreement shall be the monthly average exchange rate between the relevant currency and Great British Pound as reported by OANDA on the first day of each calendar month.

8.2 Equality

GHD and UKHSA will comply with the obligations under the Equality Act 2010 in delivering this Project. UKHSA and GHD are committed to promoting gender equity in all aspects of their collaboration and in undertaking this Project. Both parties recognise the significance of gender equity in achieving health equity and will seek to uphold the principles of equality and non-discrimination across all collaborative activities as outlined within the UK Equality Act 2010 and any other applicable country/regional policies.

In line with the Public Sector Equality Duty (PSED), as well as UKHSA's ambition for Health Equity, both parties will (when possible) assess and record the likely impact of activities and individuals with protected characteristics. This includes but is not limited to gender, ensuring that all activities undertaken support the reduction of existing gender inequalities.

Both parties will work together to identify and address any potential disparities or barriers faced by individuals based on their gender identity, expression, or other related factors with support from Monitoring, Evaluation and Learning (MEL) colleagues. This may involve conducting MEL deep dives and other associated MEL activities to understand the specific needs and experiences of different gender groups and implementing targeted interventions to promote gender equality and inclusion.

Annex D. SECURITY AND DATA PROTECTION (FOR GDPR)

Processing Personal Data

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with UKHSA at its absolute discretion.
- 1.1 The contact details of UKHSA's Data Protection Officer are [REDACTED] – [REDACTED]@ukhsa.gov.uk
- 1.2 The contact details of the GHD's Data Protection Officer are [REDACTED], Grants and Contracts Specialist – [REDACTED]@globalhealthdev.org
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.
- 1.5 References to key terms within this Annex D shall be as defined in the relevant Data Protection Legislation.

Description	Details
Identity of Controller for each Category of Personal Data	<p>UKHSA is Controller and GHD is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, UKHSA is the Controller and GHD is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Business contact details, personal contact details, bank details, passport details of GHD and Partner Organisation Personnel (e.g. National Public Health Institutes) for which the UKHSA is the Controller• Business contact details, personal contact details of any directors, officers, employees, agents, consultants and contractors of UKHSA (excluding the GHD Personnel) engaged in the performance of UKHSA's duties under the Contract) for which UKHSA is the Controller• Photos of UKHSA funded events

Duration of the Processing	Processing shall take place throughout the term of the Agreement, i.e. from Commencement Date until 31 st March 2025 and then extendable by a further 12 months.
Nature and purposes of the Processing	The processor may use the data specified for the purposes of organizing and facilitating collaborative workshops. This may include logistical arrangements, helping to arrange visas/flights, payment of daily expenses, creating a network of personnel and for communication purposes, e.g. newsletter, publications.
Type of Personal Data	<ul style="list-style-type: none"> - Name - Business contact details, e.g. employer address, email address, telephone number - Personal contact details, e.g. home address, personal email address, personal mobile phone number - Passport details - Bank details - Photos of participation at workshops
Categories of Data Subject	<ul style="list-style-type: none"> - Employee details of partner organizations (see above for types).
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	UKHSA do not require a copy of the data. GHD may retain contact detail data for the purposes of creating a professional network of personnel. Personal data, e.g. bank details will be destroyed upon termination of the Agreement.

- 1 Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Controller.
- 2 Any information extracted for statistical, planning, or research purposes can only be used after anonymisation.