



UK Health  
Security  
Agency

**UK HEALTH SECURITY AGENCY (UKHSA)**

**and**

**THE GOVERNMENT OF MONTSERRAT - MINISTRY OF HEALTH AND SOCIAL  
SERVICES (MOHSS)**

## **MEMORANDUM OF UNDERSTANDING**

Agreement Reference: C319881

**Version history:**

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**This Memorandum of Understanding (which expression shall include the Annexes) (“MoU”) is dated 1<sup>st</sup> December 2024**

**Between**

- (1) **UK Health Security Agency (UKHSA)** (the "**Authority**") 5<sup>th</sup> Floor, 10 South Colonnade, Canary Wharf, London E14 4PU and
- (2) **Government of Montserrat Ministry of Health and Social Services (MOHSS)** of Osbourne Building, Little Bay, Montserrat, P.O. Box 24, Brades, MSR1110 Montserrat (the "**Partner**").

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

**Background and Policy Context**

- (A) For the purpose of strengthening health services capacity in Montserrat.
- (B) By the terms of this MoU the partner shall undertake the Activities, as set out in Annex A, in accordance with the terms of this MoU.
- (C) This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- (D) This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

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

**1. Interpretation**

- 1.1. Unless the context otherwise requires, references to this MoU shall be construed as a reference to this MoU as varied or amended in accordance with its terms. Reference to a person includes a legal entity, words importing a gender include all genders and words importing the singular include the plural and vice versa.

"**Activities**" means agreed activities set out in Annex A and "**Activity**" shall be construed accordingly.

"**Crown**" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets and all personal data and sensitive personal data within the meaning of applicable legislation. Confidential Information shall not include information which:

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

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

**“Intellectual Property Rights”** means patents, utility models, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

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

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

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

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

## **2. Parties’ Responsibilities:**

2.1. The Partner will perform the Activities described in Annex A. The Authority will

perform those activities identified in Annex B and shall make payments to the Partner for satisfactory completion of Activities as per the funding terms in Annex C.

- 2.2. The Partner will ensure it complies with the terms of all applicable laws in carrying out the Activities.

### **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], Head of UKOTs Programme, UKHSA

**The Partner:** [REDACTED], Permanent Secretary,  
Ministry of Health & Social Services

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 twice a year, virtually, 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 and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU.

## **6. Use of Third Parties**

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

## **7. Intellectual Property Rights**

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

## **8. Freedom of Information and Communications to the Public**

- 8.1. Each Party will provide to the other Party any information in its possession that may be reasonably requested by the other Party, subject to any confidentiality constraints, safeguards and statutory rules on disclosure. Each Party will consult 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 at Director level:
  - (a) **For the Authority:** [REDACTED], Head of UKOTs Programme, UKHSA
  - (b) **For the Partner:** [REDACTED], Permanent Secretary, Ministry of Health & Social Services

## **12. Term and Termination**

- 12.1. This MoU shall commence on 1<sup>st</sup> December 2024 and (subject to earlier termination on the terms of this MoU) shall continue for 6 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 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 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 shall provide a final report detailing the Activities it has performed).
- 13.2. Where the Authority has paid any sums in advance, the Partner will promptly arrange for repayment of amounts it has received for Activities it has not performed (such amounts to be agreed with the Authority based on the final

report provided further to the above paragraph 13.1).

#### **14. Review and audit of the MoU**

- 14.1. In addition to the regular review meetings to discuss performance in accordance with paragraph 4.2, the Parties will review this MoU at least every two (2) years, and whenever substantial changes occur to the policies, external relationships and structures of the Parties concerned. Any 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. 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 be required to perform additional Activities unless and until this has been agreed in writing.



## **SIGNATORIES**

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

Signed for and on behalf of the Authority

Signed for and on behalf of the Partner

## Annex A. The Partner's Activities

### United Kingdom Overseas Territories (UKOT)s Programme

The UKOTs Public Health Programme (situated within Global Operations) has been ongoing since 2016 and is funded by the Foreign, Commonwealth and Development Office (FCDO). The programme works with 12 UKOTs including Montserrat.

The overarching impact statement for the programme is “*Strong and sustainable UKOTs health systems that prevent, detect, and respond to health emergencies and threats*”. This is delivered under four outcome areas of:

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

Strengthening health services and health surveillance capacity falls within the requirements of the International Health Regulations (IHR). The capacities of the UKOTs (including Montserrat) under these regulations contribute to the overall ability of the UK to demonstrate capacity to prevent, detect and respond to public health issues of potential international concern. The Authority IHR programme has requested that additional funding allocated to Global Operations by FCDO in July 2024 are used to this end.

Montserrat is a UKOT with a population of approximately 4,000 people, located in the Caribbean, part of the Lesser Antilles chain. It is a mountainous island, with volcanic activity in the south of the island. Montserrat is supported by the UK Government and is eligible for support through Official Development Assistance (ODA).

This additional funding will support the UKOT Montserrat, a small, ODA-eligible and under-resourced (small island developing state) SID in better meeting the needs of its population, thus supporting the UK Government in meeting its obligations to the UKOTs.

Funding will support the Government of Montserrat MOHSS in the in-territory procurement of:

1. **Support in the delivery of mental health services** – through:
  - a. recruitment of additional member of mental health support staff.
  - b. the implementation of personalised Care Plans for residents of Oriole Villa.
  - c. leading on stakeholder consultations for input into the review of existing manuals and procedures for use at Oriole Villa as well as the overall strategy for mental health.

Mental health services in Montserrat are predominantly community based and there is no specific psychiatric hospital. There is however a demand for community mental health support, but there is a gap in management capacity within the current team. Therefore, provision of funding will support the development of a population wide mental health strategy as well as providing leadership to the existing

workforce. They will also be working to increase awareness of mental ill-health through public awareness and education programmes, utilising various media platforms.

2. **Support in the effective implementation of an island-wide HPV Surveillance study** - through:
  - a. training and deployment of trained personnel.
  - b. procurement of the required quantities of the HPV quadrivalent vaccine to commence vaccination programme among school-aged children.
  - c. procure specialist equipment for use in the treatment of women identified with HPV infections.

Currently there is no comprehensive population screening programme for cervical cancer in Montserrat. Some services, such as colposcopy and pap smears, are available with samples sent off island for analysis, taking considerable time to be processed and returned with the cost of this offshore transport borne by the patient/individual. There is no evidence available to determine the burden of HPV infection in the local population. A report conducted in 2023 assessed screening participation amongst females in Montserrat and estimated that only 7% of the eligible population were screened in 2022.

Vaccination of children prior to initiation of sexual activity has proven to be an effective prevention strategy for cervical cancer. Montserrat does not currently have the HPV vaccine; therefore, this project will assist with the procurement of a WHO/PAHO approved quadrivalent vaccine as well as supporting implementation of an HPV prevalence study, already underway and supported by UKHSA.

This provision of funding will:

- Support the effective implementation of an island wide HPV surveillance study, through the training and deployment of trained personnel.
- Procure required quantities of the HPV quadrivalent vaccine to commence vaccination programme among school-aged children.
- Procure specialist equipment for use in the treatment of women identified with HPV infections.

The HPV surveillance study is an existing study that is already supported by UKHSA. The study is currently supported by a Consultant Epidemiologist and Public Health Consultant from within the UKHSA UKOTs Programme who will in turn also provide strategic guidance and support. Additional funding is for the implementation of the study.

Recruitment of the Mental Health officer will be completed by MOHSS with support from a UKHSA Consultant in Global Public Health. The HPV study, an existing study already supported by UKHSA, was launched week commencing 23<sup>rd</sup> October 2024 and supported by UKHSA Consultant in Global Public Health and laboratory specialist.

## **DELIVERABLES:**

### **1) Support in the delivery of mental health services:**

- Recruitment of Mental Health Officer
- Updated Manuals and Procedures for use at Oriole Villa, following review including consultation with stakeholders
- Documented Mental Health strategy

### **2) Support in the effective implementation of an island-wide HPV Surveillance study:**

- Completion of the HPV study
- Report detailing findings

## **Annex B. The Authority's Commitments**

For the Activities as detailed in Annex A, the Authority will provide the assistance of:

- 1) a Consultant in Global Public Health in the recruitment of the Mental Health Officer.
- 2) a Consultant in Global Public Health and a laboratory specialist in the implementation of the HPV study.

## Annex C. Charges

For the supply of:	<ul style="list-style-type: none"> <li>• Support in the delivery of mental health services</li> <li>• Support in the effective implementation of an island-wide HPV Surveillance Study</li> </ul>
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### 1. Charges

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

The Authority shall pay to the Partner	The Partner shall pay to the Authority
£50,000 inclusive of VAT	Nil

Budget cost of services:

	XCD	GBP*
<b>1. Staffing Support (one member of staff)</b>		
Staff cost (\$█████ per month x 6)	█████	█████
Travel (\$█████ x 6)	█████	█████
Accommodation (\$█████ x 6)	█████	█████
Total	█████	█████
<b>2. Support for HPV Elimination Activities</b>		
Staffing logistics for prevalence study	█████	█████
HPV Quadrivalent vaccines x 250	█████	█████
Colposcopy camera and accessories	█████	█████
Thermal Ablation System x 2	█████	█████
HPV Testing supplies, reagents and consumables	█████	█████
<b>Total Budget</b>	<b>175,642</b>	<b>50,048</b>

\* Rate of exchange GBP 1 = XCD 3.50949 (OANDA 18/10/2024)

Costs are calculated in East Caribbean Dollars (XCD).

The Partner shall invoice the Authority for these costs in Great British Pounds (GBP) at the exchange rate stated in OANDA ([www.oanda.com](http://www.oanda.com)) on the Friday immediately preceding the date of invoice or, if the invoice is raised on a Friday, at the rate so stated on that day up to a maximum value in GBP of £50,000 including VAT.

## **2. Invoicing procedure**

The Partner shall invoice the Authority in one stage:

£50,000 (inc. VAT) upon initiation of this Agreement

Invoices should be referenced UKOT, detail the Agreement reference C319881 and addressed to UKHSA Accounts Payable, Accounts Payable Team, [payables@ukhsa.gov.uk](mailto:payables@ukhsa.gov.uk)

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