



DHSC TERMS

1. BACKGROUND

These DHSC Terms set out the terms and conditions upon which UoB has agreed to award the Grant to the Lead Applicant Institution in addition to the Terms and Conditions. These DHSC Terms shall be regarded as though it were complementary to the Terms and Conditions.

2. DEFINITIONS

2.1. The definitions used in these DHSC Terms have the same meaning as and are defined in the Terms and Conditions.

2.2. The following terms shall have the following meanings:

- “Asset” means any assets that are to be purchased or developed using the Grant, including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context;
- “Authority” means the Secretary of State for Health and Social Care (acting as part of the Crown);
- “Crown” means the government of the United Kingdom (including the governments of Northern Ireland, Scotland and Wales), including, but not limited to government ministers, government departments, government agencies and particular bodies;
- “DHSC” means the Department of Health and Social Care;
- “DHSC Reports” means any report, summary or other document provided by the Lead Applicant Institution and Lead Applicant under this Agreement including but not limited to any interim report, final report, post evaluation summary and any information relating to the funded activities which is not Confidential Information of the Lead Applicant Institution. For the avoidance of doubt this does not extend to the Pre-existing IPR, comprised therein.
- “DHSC Terms” means these terms and conditions, as amended from time to time;
- “Fixed Assets” means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed or owned by the Grant Recipient in connection with the Funded Activities;
- “Foreground IPR” means Intellectual Property Rights (IPRs) that is created, exemplified or developed (whether in whole or in part) during the course and for the purpose of the Grant. For the avoidance of doubt, this:



- includes any Foreground IPR generated by or on behalf of the Lead Applicant Institution in the course of performing the Grant;
- includes IPRs that may subsist in any samples or meta data associated with the samples to the extent that such samples are not subject to third party rights and to the extent that the terms of any relevant licence under applicable law and/or ethics or other approval permits; and
- excludes DHSC Reports and / or Pre-existing IPR;

“GAMRIF” means The Global Antimicrobial Resistance Innovation Fund;

“Pre-existing IPR” means all Intellectual Property Rights vested in or licensed to the Parties prior to the commencement date of the Research and/or created by the Parties independently of the Research;

“Programme Funded Asset” means any equipment and/or supplies purchased in part or fully from Grant funds if they have a useful life of more than one year; and either (1) the purchase price or development cost of the Asset is in excess of £500 or equivalent in local currency; or (2) is a group of lower value items (e.g. pharmaceutical products, food, relief packs, etc.) where the combined value is in excess of £500 or equivalent in local currency; or (3) can be considered an attractive item regardless of cost (e.g. mobile phones, cameras, laptops, tablets, satellite phones, vehicles, etc.)

3. PURPOSE AND SCOPE OF GRANT

3.1. The Lead Applicant Institution and the Lead Applicant shall ensure the Research;

3.1.1. is primarily relevant to the BactiVac Network and GAMRIF; and

3.1.2. is primarily for the benefit of Official Development Assistance (ODA) eligible countries as outlined in the Organisation for Economic Co-operation and Development (OECD) Development Co-Operation Directorate list. ODA eligibility of the Research will be approved upon review of the Application Form.

3.2. The Lead Applicant Institution shall only use the Grant for the Research and must not, without the prior written consent of UoB, make any material changes to the Research.

3.3. The Grant must not be used to support activity which influences or attempts to influence Parliament, Government or political parties, to propagate a religion or belief, or to influence the awarding or renewal of contracts of grants, or to influence legislative or regulatory action.

3.4. The Lead Applicant must provide prior notification to UoB of any contact they may make directly with missions and or representatives of governments in relation to the promotion of the agreed objectives under this Grant through agreed meetings and reports.

3.5. Where, before or during the Duration, the Lead Applicant and the Lead Applicant Institution receives any funding from any other source or person towards the Research that was not already committed to the Lead Applicant Institution and disclosed to UoB, UoB may, where that funding duplicates funding of the Grant, require repayment of the Grant (up to the amount of duplicate funding received).



- 3.6. The Lead Applicant and the Lead Applicant Institution agrees and accepts that it will not apply for duplicate funding in respect of any part of the Grant for the Research or any related administration costs that UoB has provided under this Agreement.
- 3.7. The Lead Applicant and the Lead Applicant Institution and any person, organisation, company or other third-party representative engaged as part of the Grant activities will at all times comply with all applicable legislation, regulations and rules in the country/ies they are registered and operating in.

4. PAYMENT

- 4.1. The Lead Applicant Institution shall provide and keep for a period of six years all original accounting, which shall include, but not limited to, all itemised purchase receipts, self-receipts where applicable, all invoices, and evidence of all payments to staff and any information requested by the UoB, including evidence that funds have been spent on the costs identified in the Resource Justification within the Application Form.
- 4.2. The Lead Applicant Institution must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft or any other impropriety or mismanagement in connection with the administration of the Grant, and will require that the internal/external auditors report on the adequacy or otherwise of that system. All cases of fraud, theft, impropriety or mismanagement (whether proven or suspected) relating to the Research must be notified to UoB and the Authority as soon as they are identified.
- 4.3. The Lead Applicant Institution will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant received from UoB and any income generated from the Research. The Grant will be shown in the Lead Applicant Institution's separate account as a restricted fund and will not be included or mixed with the Lead Applicant Institution's general funds or other monies.
- 4.4. Where the Lead Applicant Institution enters into a contract with a third party in connection with the Research, the Lead Applicant Institution will remain responsible for settling payment in respect of those invoices. Third party invoices must not be submitted to UoB or the Authority.
- 4.5. Onward payment of the Grant and the use of sub-contractors, shall not relieve the Lead Applicant Institution of any of its obligations under this Agreement, including any obligation to repay the Grant.

5. MONITORING

- 5.1. As part of the standard Terms and Conditions reporting requirements, the Lead Applicant Institution and the Lead Applicant will use reasonable efforts to provide information to reflect the extent to which women and girls have been included in design, implementation and monitoring. Where possible, it should be encouraged to disaggregated data by gender. The Lead Applicant Institution and the Lead Applicant should also assess how the Authority's contribution is contributing to reducing gender inequality including a specific assessment on progress against any gender related commitments made as part of this Agreement and demonstrate consideration of potential unintended negative consequences, such as gender-based violence.
- 5.2. The Lead Applicant Institution and the Lead Applicant will seek to ensure that beneficiary feedback is integrated in project design, mobilisation, delivery, monitoring, evaluation and annual review



processes and takes account of the voices of both women and men. The Lead Applicant Institution and the Lead Applicant should work with, through and represent the diversity of communities in order to respond to their needs more effectively and strengthen accountability.

- 5.3. The Lead Applicant Institution and the Lead Applicant will conduct or contribute to a post-evaluation of the activities financed from this Agreement that will focus on the results achieved, efficiency, effectiveness of implementation and quality of administration, unless otherwise agreed by UoB and/or the Authority. This will be provided to UoB one month after the Research has been completed.

6. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES

Allegations of Financial Impropriety shall be reported by UoB to the Authority's Anti-Fraud Unit at fraudenquiries@dhsc.gov.uk.

7. ASSETS

- 7.1. Assets purchased with Grant funding must only be used for delivery of the Research.
- 7.2. The DHSC Global Health Security Asset Policy (as issued by UoB on behalf of the Authority from time to time) will apply to Assets funded solely through GAMRIF and shall be discussed in advance with the BactiVac team to ensure compliance. For the avoidance of doubt, the BactiVac Terms and Conditions shall take precedence if the Research is co-funded through MRC and DHSC GAMRIF funds and the DHSC Global Health Security Asset Policy shall not apply.
- 7.3. The Lead Applicant Institution will manage the risk of Assets being lost, stolen, damaged or destroyed under its own policies and procedures. UoB expects the Lead Applicant Institution to cover the cost of repairing or replacing lost, stolen, damaged or destroyed assets and should make a risk-based decision on how best to do this. If the Lead Applicant Institution decides to take out project specific commercial insurance to cover lost, stolen, damaged or destroyed assets, Grant funds cannot be used to fund the premiums unless, by exception, explicitly approved in writing in advance.
- 7.4. Where the Lead Applicant Institution uses any of the Grant to purchase any Fixed and/or Programme Funded Assets, the Lead Applicant Institution must ensure that they are maintained in good condition over the funding period.
- 7.5. Fixed and/or Programme Funded Assets purchased or improved solely using this Grant (i.e. not in collaboration with other funding) shall be owned by the Authority until ownership is transferred disposed or is otherwise agreed in writing by UoB on behalf of the Authority. Upon discussion with UoB, the Authority reserves the right to determine the outcome of any Fixed and/or Programme Funded Asset created as a result of the funded Research or purchased with the Grant.
- 7.6. The Lead Applicant Institution must not dispose of any Fixed and/or Programme Funded Assets that have been totally bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of UoB and the Authority. If UoB and the Authority grants consent to the disposal, such consent may be subject to satisfaction of certain conditions, to be determined by UoB and the Authority.
- 7.7. If the Lead Applicant Institution disposes of any such Fixed and/or Programme Funded Asset without the prior written consent of UoB and the Authority, the Lead Applicant Institution must use all reasonable endeavours to achieve the market price for the Assets and must pay to the



Authority a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the Authority may at its discretion allow the Lead Applicant Institution to keep all or a part of the relevant proceeds where:

- 7.7.1. the sale of the Assets takes place after the end of the funding period of the Research;
 - 7.7.2. the proceeds of sale are to be applied directly to the purchase by the Lead Applicant Institution of assets that are equivalent to or replacements for the Assets; or
 - 7.7.3. the Authority is otherwise satisfied that the Lead Applicant Institution will apply those proceeds for purposes related to the funded activities.
- 7.8. The Lead Applicant Institution shall hold the proceeds from the disposal of any Fixed and/or Programme Funded Asset on trust for the Authority.
- 7.9. The Lead Applicant Institution must report to UoB and the Authority lost or stolen Fixed and/or Programme Funded Assets, regardless of the value.

8. SAFEGUARDING FOR THE PREVENTION OF SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

- 8.1. The Authority and UoB have a zero tolerance for inaction approach to tackling sexual exploitation, abuse and harassment (“SEAH”)¹. The Lead Applicant Institution will take all reasonable steps to prevent SEAH by of any person linked to the delivery of this Grant by both its employees and any third parties and respond appropriately when reports of SEAH arise. The Lead Applicant Institution will apply the IASC Six Core Principles Relating to Sexual Exploitation and Abuse and the following principles and practices when implementing the activities under this arrangement and provide evidence to demonstrate this where required:
- 8.1.1. Adherence to the IASC-Minimum Operation Standards on “Protection from sexual exploitation and abuse by own personnel” and/or the SEA elements of the Core Humanitarian Standard on Quality and Accountability;
 - 8.1.2. A victim/survivor-centred approach² to SEAH issues;
 - 8.1.3. Strong leadership and signalling on tackling SEAH;
 - 8.1.4. Make all reasonable efforts to address gender inequality and other power imbalances;
 - 8.1.5. Reporting to enhance accountability and transparency;
 - 8.1.6. Ensure that SEAH standards from this arrangement are reflected in downstream agreements.
- 8.2. The Grant Recipient will adhere to the following reporting requirements:

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

² A victim/survivor centered-approach is one for which the victim/survivor’s dignity, experiences, considerations, needs, and resiliencies are placed at the center of the process, from the initial program design to investigating and responding to potential incidents. Consistent with the UN Protocol on Allegations of SEA Involving



- 8.2.1. The Lead Applicant Institution will promptly contact through written notice to ODAsafeguardingconcerns@dhsc.gov.uk to report any allegation credible enough to warrant an investigation of SEAH related to this Grant (with a copy to bactivac@contacts.bham.ac.uk).
- 8.2.2. The Lead Applicant Institution should also promptly report to ODAsafeguardingconcerns@dhsc.gov.uk any allegation credible enough to warrant an investigation of SEAH that are not directly related to this Grant but would be of significant impact to the partnership with UoB and/or the Authority (with a copy to bactivac@contacts.bham.ac.uk).
- 8.3. The report, as referred to in paragraph 10.2.1 and 10.2.2, will indicate: agreement/arrangement number, nature of the alleged misconduct, date of alleged misconduct, date of first report to the Lead Applicant, location [as/if specified by [donor]], involvement of implementing partner, state of affairs concerning the investigation and the action that will be taken by the Lead Applicant, and whether the case is referred to law enforcement. The organisation will provide updates on the status of the case. The notice will be given in writing and delivered to the point of contact mentioned in paragraph 10.2.1 and 10.2.2.

9. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY

- 9.1. As part of the government's efficiency and reform programme, public funding for marketing, advertising, communications and consultancy is closely controlled. The Lead Applicant Institution must seek permission from UoB and the Authority prior to any proposed expenditure in these areas, either in connection with, or using the Grant, under this Agreement. A complete list of the controlled activities can be found at <https://www.gov.uk/government/publications/cabinet-office-controls>.
- 9.2. The Lead Applicant Institution should provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objectives and can secure value for money.

10. LOSSES, GIFTS, SPECIAL PAYMENTS AND BORROWING

- 10.1. In connection with this Agreement, the Lead Applicant Institution must obtain prior written consent from UoB before:
- 10.1.1. writing off any debts or liabilities;
 - 10.1.2. offering to make any special payments; and
 - 10.1.3. giving any gifts.
- 10.2. The Lead Applicant Institution will keep a record of all gifts, both given and received, in connection with the Grant or the Research.
- 10.3. The Lead Applicant Institution must obtain prior written consent from UoB before
- 10.3.1. borrowing or lending money from any source;
 - 10.3.2. charging or agreeing any security over any Asset; and/or



10.3.3. giving any guarantee, indemnities or letters of comfort

that relate to any of the conditions of the Agreement or have any impact on the Lead Applicant Institution's ability to deliver the Research set out in the Agreement.

11. ACKNOWLEDGEMENT, PUBLIC STATEMENTS, AND DISSEMINATION OF WORK

- 11.1. The Lead Applicant Institution agrees to follow the Global AMR Innovation Fund Communication Guideline 2022 which provides detailed advice on acknowledgement and disclaimers, the use of logos and digital communications and social media from the Authority issued by UoB on behalf of the Authority from time to time.
- 11.2. For peer-reviewed research articles the Lead Applicant and Lead Applicant Institution will ensure that articles are Open Access via appropriate online repositories. All articles must have a 'CC BY' copyright licence, which allows the article to be freely shared, read and reused.
- 11.3. The Lead Applicant Institution and Lead Applicant will not publish any official documents referring to the funded Research or the Authority without the prior written agreement of UoB or the Authority, except for those referred to in clause 13.4.
- 11.4. The Lead Applicant Institution and Lead Applicant will acknowledge the support of the Authority in any materials that refer to the Grant and in any written or spoken public presentations about the Grant. Such acknowledgements will include a name and logo agreed by the Authority, using the templates provided by the Authority as per clause 11.1.
- 11.5. Any publicity material for the Grant must refer to the programme under which the Grant was awarded, the Authority and UK aid.
- 11.6. In using the Authority's and the programme's name and logo, the Lead Applicant Institution will comply with all reasonable branding guidelines issued by UoB on behalf of the Authority from time to time. If a third party wishes to use the Authority's or UoB's or the BactiVac logo, the Lead Applicant and Lead Applicant Institution must first seek permissions from UoB and/or the Authority.
- 11.7. The Lead Applicant Institution will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist.

12. INTELLECTUAL PROPERTY

- 12.1. Save as expressly granted elsewhere in this Agreement, the Lead Applicant Institution will retain under DHSC GAMRIF funded activities:
 - 12.1.1. its Pre-existing IPR; and
 - 12.1.2. Foreground IPR created by it during the period of the Grant.
- 12.2. UoB will retain:
 - 12.2.1. its Pre-existing IPR; and
 - 12.2.2. Foreground IPR created by it during the BactiVac Programme.
- 12.3. The Authority will retain:



- 12.3.1. its Pre-existing IPR; and
 - 12.3.2. DHSC Reports.
- 12.4. The Lead Applicant Institution grants to UoB and the Authority a perpetual, non-exclusive, royalty-free, irrevocable licence to use the Foreground IPR for non-commercial purposes including to publicise and report on the activities in connection with the award of the Grant and the delivery of BactiVac.
 - 12.5. To the extent that any of the Pre-existing IPR is required for UoB or the Authority to exercise its rights under clause 12.4, the Lead Applicant Institution shall grant to UoB and the Authority a perpetual, non-exclusive, royalty-free, irrevocable licence to use such Pre-existing IPR.
 - 12.6. Ownership of third-party software or other IPR necessary to deliver Grant shall remain with the relevant third party.
 - 12.7. The Lead Applicant Institution shall obtain the relevant agreement of any applicable third-party proprietors before any additions or variations are made to the standard 'off-the-shelf' versions of any third-party software and other IPR. The Lead Applicant Institution will obtain and maintain appropriate licences to use the third-party software and other IPR.
 - 12.8. Other than as expressly set out in this Agreement, no Party will have any right to use any of the other Party's or the Authority's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

13. OFFICIAL DEVELOPMENT ASSISTANCE (ODA) AND ODA TRANSPARENCY

- 13.1. The Lead Applicant Institution shall undertake reasonable endeavours to ensure that all monies paid to the Lead Applicant Institution can properly be categorised as ODA by the OECD.
- 13.2. If, as a consequence of breach or negligent performance or non-performance of this Agreement, monies provided to the Lead Applicant Institution are not classified as ODA by OECD, the Lead Applicant Institution shall repay to UoB a sum equal to the amount which the OECD determines is not ODA.
- 13.3. The Lead Applicant Institution and Lead Applicant acknowledges that the Authority supports the requirements of the International Aid Transparency Initiative (IATI) Standard and shall, at UoB's reasonable request, provide all necessary assistance to enable UoB to meet the IATI Standard which shall include the provision of all information and data necessary for the transparent, accurate, timely and comprehensive publishing of all data on all activities related to the delivery of development co-operation and humanitarian aid.
- 13.4. The Lead Applicant Institution and Lead Applicant will also publish to the International Aid Transparency Initiative (IATI) standard on all its ODA funding within 6 months of the start of this Agreement. The intention of this commitment is to allow traceability throughout the delivery chain. For more details on IATI standards see: <http://www.aidtransparency.net/>.

14. DATA PROTECTION

- 14.1. The personal information that is supplied to UoB in connection with the Research will be stored by UoB, in accordance with the General Data Protection Regulation and the Data Protection Act 2018. UoB will be the data controller in respect of the Lead Applicant and Lead Applicant



Institution's personal information. The personal information we hold includes the information you complete in the Application Form and details of correspondence between us.

- 14.2. UoB will use your personal information in order to:
 - 14.2.1. process your Application Form for the Research;
 - 14.2.2. manage and administer the Grant should your Application Form be successful; and
 - 14.2.3. communicate with you in connection with the Research and the BactiVac Network.
- 14.3. UoB will rely in certain circumstances on its own legitimate interests, or the legitimate interests of a third party, when using your personal information. When UoB relies on legitimate interests, you have a right (along with other personal data protection rights) to object to the UoB's use of your personal information. For a more detailed summary of the purposes for which we use your personal information, the legal bases on which we rely, and your rights in relation to your personal information, please see our privacy notice which can be found at <https://www.birmingham.ac.uk/privacy/index.aspx>.
- 14.4. The BactiVac Network is administered by UoB. The Grant is funded by the Authority. Your personal information and details of your Application Form (including your institution, project title, lay and scientific summary) may be disclosed by UoB to the Authority for the purposes set out above. The Authority may also publish basic details of Grants awarded (e.g. on their website or in their annual reports) and/or anonymise your personal information for research and statistical purposes.
- 14.5. UoB and the Authority may also release details of successful Grants (including your name and institution, project title and lay summaries of your outputs) into the public domain (e.g. via the internet or via publicly accessible databases).
- 14.6. The BactiVac Network may contact you about other initiatives which may be of interest to you, in accordance with any marketing preferences you have indicated. The Authority or their chosen third-party evaluation contractor may also contact you as part of their evaluation of the Grant.

