

## DHSC TERMS

### 1. BACKGROUND

- 1.1. 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:

“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 Terms”	means these terms and conditions, as amended from time to time;
“DFID”	means Department for International Development;
“GAMRIF”	means The Global Antimicrobial Resistance Innovation Fund;
“Reports”	means any report, materials and other documents provided by the Lead Applicant and/or the Lead Applicant Institution under the Terms and Conditions pursuant to clause 7. For the avoidance of doubt, this does not extend to the results of the Research;
“UK aid”	UK Aid Direct is a challenge fund designed to support the UK’s commitments to achieving the Global Goals ( <a href="https://www.globalgoals.org/">https://www.globalgoals.org/</a> );

### 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 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.
- 3.3. 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).
- 3.4. 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.

#### **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. Third party invoices must not be submitted to UoB or the Authority.

#### **5. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

- 5.1. 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>.



- 5.2. 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.

## **6. LOSSES, GIFTS, SPECIAL PAYMENTS AND BORROWING**

- 6.1. In connection with this Agreement, the Lead Applicant Institution must obtain prior written consent from UoB before:
  - 6.1.1. writing off any debts or liabilities;
  - 6.1.2. offering to make any special payments; and
  - 6.1.3. giving any gifts.
- 6.2. The Lead Applicant Institution will keep a record of all gifts, both given and received, in connection with the Grant or the Research.
- 6.3. The Lead Applicant Institution must obtain prior written consent from UoB before:
  - 6.3.1. borrowing or lending money from any source;
  - 6.3.2. 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.

## **7. INTELLECTUAL PROPERTY AND PUBLICATION**

- 7.1. In accordance with clause 8.2 of the BactiVac Terms and Conditions the ownership of all Intellectual Property Rights, and responsibility for their application, rests with the organisation that generates them, notwithstanding the above, any copyright in any Reports produced in whole or part using the Grant provided under this Agreement shall belong to UoB.
- 7.2. The Lead Applicant and the Lead Applicant Institution will not publish any official documents referring to the Research without the written permission of UoB and the Authority. For the avoidance of doubt, official documents shall mean promotional material and websites announcements, not academic journals or presentations.
- 7.3. The Lead Applicant and Lead Applicant Institution will explicitly acknowledge the support of the Authority and UoB in any materials and in any written or spoken public presentations that refer to the Research. Such acknowledgements will include the use of the DHSC logo and BactiVac logo in all the communications in writing with the public or third parties about the Research, unless otherwise agreed in writing by the Parties.
- 7.4. In using the Authority's name and logo, the Lead Applicant and 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.
- 7.5. The Lead Applicant and Lead Applicant Institution will comply with all reasonable requests from the Authority and UoB to facilitate visits, provide reports, statistics, photographs and case studies that will



assist UoB and the Authority in its promotional and fundraising activities relating to the Research and the BactiVac Network.

- 7.6. Any publications arising as a result of the Grant should include the following acknowledgement:

*“This work was supported by the Bacterial Vaccines (BactiVac) Network funded by the GCRF Networks in Vaccines Research and Development which was co-funded by the MRC and BBSRC. Additional support was provided by The Department of Health and Social Care as part of the Global AMR Innovation Fund (GAMRIF), a UK aid programme that supports early-stage innovative research in underfunded areas of antimicrobial resistance (AMR) research and development for the benefit of those in low- and middle-income countries (LMICs), who bear the greatest burden of AMR. The views expressed in this publication are those of the author(s) and not necessarily those of the UK Department of Health and Social Care.”*

- 7.7 The support of the BactiVac Network should be appropriately included in all publications and published material.

## 8. CONFLICTS OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES

- 8.1. Allegations of Financial Impropriety shall be reported by UoB to the Authority’s Anti-Fraud Unit at [fraudenquiries@dhsc.gov.uk](mailto:fraudenquiries@dhsc.gov.uk).

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

- 9.1. The Authority and UoB have a zero tolerance approach towards sexual exploitation, abuse and harassment. The Lead Applicant Institution will immediately contact DFID’s Counter Fraud Section at [reportingconcerns@dfid.gov.uk](mailto:reportingconcerns@dfid.gov.uk) or +44 (0)1355 843747, to report any credible suspicions of, or actual incidents of sexual exploitation, abuse or harassment related to this Agreement. The Lead Applicant Institution should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.
- 9.2. The Lead Applicant Institution should also report any credible suspicions of, or actual incidents that are not directly related to this Agreement but would be of significant impact to UoB’s partnership with DFID or the reputation of DFID or UK aid. For example, events that affect the governance or culture of the Lead Applicant Institution, such as those related to senior management, must be reported.
- 9.3. The Parties will fully co-operate with investigations into such events, whether led by DFID or any of its duly authorised representatives or agents.

## 10. DATA PROTECTION

- 10.1. 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.
- 10.2. UoB will use your personal information in order to:
- 10.2.1. process your Application Form for the Research;



- 10.2.2. Manage and administer the Grant should your Application Form be successful; and
- 10.2.3. communicate with you in connection with the Research and the BactiVac Network.
- 10.3. 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>.
- 10.4 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.
- 10.5. 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).
- 10.6. 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.

