



**Public Health
England**



**MINISTRY OF HEALTH
AND SANITATION
THE REPUBLIC OF SIERRA LEONE**

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

PUBLIC HEALTH ENGLAND

AND

**MINISTRY OF HEALTH AND SANITATION OF
SIERRA LEONE**

1. The Participants

1.1 The Participants to this Memorandum of Understanding (MOU) are:

a) Public Health England, headquartered at Wellington House, 133-135 Waterloo Road, London, SE1 8UG, United Kingdom (PHE);

and

b) Ministry of Health and Sanitation of Sierra Leone, 4th Floor, Youyi Building, Brookfields, Freetown, Sierra Leone (MOHS)

2. Background

2.1 The Participants recognise that there is great mutual benefit in co-operating with each other to curate and study diagnostic samples collected during the Ebola Virus Disease (EVD) outbreak in Sierra Leone which started in 2014.

2.2 PHE is an executive agency of the UK Department of Health, 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.

2.3 MOHS is the Sierra Leone Government Ministry responsible for all matters concerning health and sanitation. MOHS' mission is to contribute to socio-economic development by promoting and ensuring quality health for the Sierra Leone population. The MOHS believes that access to sound health is a human right. Its vision is to ensure a functional national health system delivering efficient, high quality health care services that are accessible, equitable and affordable for everybody in Sierra Leone and the overall goal is to maintain and improve the health of its citizens.

3. Purpose of the Memorandum of Understanding

3.1 The purpose of this MOU is to agree the terms under which (1) PHE intend to curate residual diagnostic samples, both ebola positive and negative, on behalf of MOHS and (2) PHE and MOHS intend to study these samples through a collaborative research programme.

4. Areas to which the MOU applies

4.1 The Participants will work together (1) to ensure that residual diagnostic samples can be safely and securely transported from Sierra Leone to the United Kingdom for curation by PHE, (2) to provide supporting data to accompany these curated samples, and (3) to develop and conduct a series of collaborative research projects using these samples that could contribute to the wider Ebola recovery

efforts and to rebuilding the diagnostic and public health capability in Sierra Leone. Schedule 1 to this MOU contains the areas of mutual interest to the Participants.

- 4.2 The transfer of any material including the samples specified in clause 4.1 shall be governed by a separate Material Transfer Agreement executed by the Participants. In the case of any discrepancy between this MOU and the said Material Transfer Agreement, the Material Transfer Agreement shall prevail.
- 4.3 This MOU is not intended to be legally binding nor confer legal rights or obligations or to impose financial or commercial responsibilities on the Participants. Should a Participant wish to create financial or other commitments, then it may request the execution of a separate legally binding contract.
- 4.4 Nothing in this MOU is intended to or shall be deemed to establish an exclusive relationship or legal partnership between the Participants, to restrict any activities that either Participant would otherwise be able to undertake, to authorise either Participant to make or enter into any commitments for on behalf of the other Participant, nor constitute a Participant as an agent of the other Participant.

5. Mutual Consultation

- 5.1 Where possible and appropriate, the Participants will consult each other regularly and endeavour to keep each other informed on strategic matters of common interest to ensure a degree of co-operation and for the purpose of achieving their respective objectives.

6. Modes of Co-operation

- 6.1 Modes of co-operation will be jointly determined by the Participants with respect to the interests and resources of both Participants.
- 6.2 The Participants will each nominate senior individuals to act as focal points, responsible for ensuring effective liaison between them and for maintaining an overall perspective on developments initiated through this MOU and related Schedules and separate legally binding contracts for joint programmes of work. Schedule 2 to this MOU provides the contact details of the responsible focal points. Schedule 3 to this MOU lists the information required as a minimum to be agreed between the Participants prior to the initiation of any joint programme of work.
- 6.3 An interim evaluation of joint activities will be conducted on an annual basis to monitor their success and make any necessary recommendations to broaden or limit their scope and to improve processes.
- 6.4 At the end of any joint programme of work an evaluation of its successes and limitations will be expected to inform a decision on its renewal and any new

terms or amendments.

- 6.5 The Participants will use each other's names and logos only as specifically agreed in advance in writing between them.

7. Confidentiality of Information

- 7.1 The Participants will ensure that information communicated under this MOU is treated in accordance with due confidentiality, security standards, laws and regulations related to the processing and distribution of such information, subject to overriding statutory legal obligations.

- 7.2 The Participants agree that due to the seriousness of the Ebola crisis which started in 2014, it is important for the global scientific community to have access to information that will improve emergency preparedness, resilience and response. Accordingly the Participants commit (to the extent that they are free to do so) to not introduce unreasonable delays in publications arising out of the joint programme of work.

- 7.3 The execution of this MOU shall not affect the validity of any confidential disclosure agreements signed by the Participants which shall remain in full force and effect.

8. Differences of Interpretation or Application

- 8.1 The Participants will seek to resolve any differences in the interpretation or application of the MOU through mutual consultation.

9. Amendments

- 9.1 This MOU may be amended by the mutual written consent of both Participants, at any time in accordance with their respective requirements. Any mutually agreed amendment will not affect current programmes of work, until the completion of said programmes, unless agreed otherwise in writing between the Participants.

10. Duration

- 10.1 This MOU will remain in effect unless terminated and will be reviewed by the Participants every five years.

11. Termination of the MOU

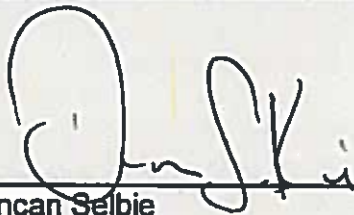
- 11.1 This MOU may be terminated by either Participant upon three months' written notice or immediately by mutual consent. This will not affect current work programmes, until the completion of said programmes, unless agreed otherwise in writing between the organisations.

11.2 In the event of termination, the obligations regarding the use of confidential information generated under this MOU will continue.

12. Coming into Effect

12.1 This MOU will come into effect upon signature by both Participants.

**Signed for and on behalf of
PUBLIC HEALTH ENGLAND**



Duncan Selbie
Chief Executive

**Signed for and on behalf of
MINISTRY OF HEALTH AND
SANITATION OF SIERRA LEONE**



Dr. Brima Kargbo
Chief Medical Officer

Date: 1.6.15

Date: 18/06/15

SCHEDULE 1: AREAS OF MUTUAL INTEREST

The Participants have identified the following areas to be of mutual interest. This list is provisional, non-exhaustive, and will be amended from time to time by the mutual written consent of both Participants:

- a) Curation of residual diagnostic samples;
- b) Provision of supporting laboratory, patient outcome and epidemiological data; and
- c) Programme of collaborative research studies, to include opportunities for training Sierra Leonian scientists where funding permits.

The Collaborative Research Programme (item (c) above) will contribute to the wider Ebola recovery efforts, the rebuilding of the diagnostic and public health capability in Sierra Leone, and informing worldwide public health strategy to prepare nations for future Ebola epidemics.

PHE proposes the following research to be undertaken utilising the Materials:

- a) Genetic sequencing of a range of Ebola virus isolates to aid analysis of the epidemiological spread of the virus throughout the outbreak;
- b) Studies of antibody responses in both survivors and fatal cases to better understand patient recovery and define future treatment strategies;
- c) The creation of a panel of viral isolates for screening diagnostic tests and potential therapeutics; and
- d) Targeted PCR tests and next generation sequencing on Ebola negative samples to enable PHE to determine the major causes of similar illnesses, which could be used to improve both diagnostic capability in Sierra Leone and inform future worldwide public health strategy.

SCHEDULE 2: RESPONSIBLE FOCAL POINTS

Scientific matters

PHE

	[REDACTED]
MOHS	[REDACTED]

Contractual matters

PHE

	[REDACTED]
MOHS	[REDACTED]

Project management

PHE

	[REDACTED]
	[REDACTED]

MOHS



SCHEDULE 3: INFORMATION REQUIRED AS A MINIMUM FOR EACH JOINT PROGRAMME OF WORK

The following information is required as a minimum prior to the initiation of any joint programme of work:

- a) the key objectives and timescale of the joint programme of work;
- b) the principles of collaboration;
- c) the legal and financial terms for the joint programme of work;
- d) the governance structures to be put in place; and
- e) the respective roles and responsibilities the Participants will have during the joint programme of work.

