

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE EUROPEAN CENTRE FOR DISEASE PREVENTION AND CONTROL**  
**AND**  
**UK HEALTH SECURITY AGENCY**

The European Centre for Disease Prevention and Control; represented and signed by Andrea Ammon (Director of the European Centre for Disease Prevention and Control) hereinafter referred to as 'ECDC'

And

UK Health Security Agency, an executive agency of the Department of Health and Social Care, UK, represented and signed by Jenny Harries (Chief Executive) hereinafter referred to as 'UKHSA'  
(ECDC and UKHSA in this Memorandum of Understanding are each referred to as an 'Organisation' or together, 'the Organisations')

Agreeing, within their respective mandates, in the joint need to develop information exchange and better mutual understanding between both Organisations;

Agreeing on their own interest to strengthen collaboration and cooperation between both organisations, relating to different topics including epidemiological issues and infectious diseases and to support global health security and implementation of the International Health Regulations (IHR, 2005);

The Organisations have reached the following understanding:

**Section I: Aim of the MoU**

Through this Memorandum of Understanding (MoU), the two Organisations aim to collaborate effectively on matters of mutual interest in communicable diseases prevention and control, in particular through efforts at information exchange, better understanding and increased collaboration.

**Section II: Areas covered by the MoU**

The MoU is expected to cover the following areas of cooperation and any other areas deemed relevant and decided by the Organisations:

Methodological and Operational Domains:

1. Epidemic Intelligence – sharing information rapidly particularly in the event of a public health emergency;
2. Event based surveillance and related to that outbreak response support;
3. Genomic diagnostics and bioinformatics;
4. Mathematical and spatial modelling;
5. Reference microbiology services;
6. Microbiology External Quality Assessment services;
7. Public health training;

8. Communication.

Topic Area Expertise:

1. Antimicrobial resistance and Healthcare-associated infections;
2. Emerging, Food -and Waterborne and Vector-Borne Diseases, and Zoonotic diseases;
3. Vaccine Preventable Diseases and Immunisation;
4. Coronavirus and Influenza and other respiratory infections e.g. Legionella;
5. Sexually Transmitted Infections, Blood-Borne Viruses and Tuberculosis.

**Section III: Modalities of cooperation**

1. Taking into account applicable laws and regulations in the European Union as well as in the United Kingdom, and in accordance with the missions, ongoing programs and available resources of both Organisations, cooperation activities under this MoU may be conducted in the following modalities, subject to their regulatory and technical feasibility and the common interest of the Organisations:

- a. Exchange of information (it is understood that all data and information exchanged under the MoU will be anonymised or exchanged at an aggregate level).
- b. Mutual consultation in the event of an emerging health threat that may affect or concern the European Union and the United Kingdom.
- c. Exchange of personnel, liaison officers, once the appropriate legal framework for such exchange is in place.
- d. Participation in congresses, conferences, symposia, meetings and scientific workshops organised by the Organisations.
- e. Any other modality of cooperation mutually determined by the Organisations.

2. Both ECDC and UKHSA should designate contact persons to ensure the smooth implementation of this MoU, including the development of a workplan which shall include details on the joint activities, including any necessary due diligence with respect to data and intellectual property.

3. Based on the respective annual and multiannual work plans of the two organisations, the contact persons should meet every year to identify joint and/or synergetic activities for the upcoming one to three years. These should be submitted for internal approval within each party in accordance with its usual internal approval process.

4. The Organisations should aim to meet at least once every year to carry out an annual review of the areas falling within the scope of this MoU.

5. Each Organisation should bear its own costs in relation to joint activities resulting from this MoU.

6. The participation of experts, country representatives and other stakeholders in meetings and tasks performed as a result of this MoU will follow the internal rules of ECDC or the internal rules of UK (as applicable) for such participation (e.g. rules on selection of experts; re-imbursement of expenses of participants in meetings, where the meeting is funded by ECDC).

**Section IV: Conflict of interest**

1. Each Organisation recalls that it applies its rules on conflict of interests in the pursuit of the activities covered by this MoU.

2. UKHSA acknowledges the principles of ECDC's Independence Policy for non-staff and will act in accordance with the policy when interacting with ECDC. UKHSA will ensure that declarations of interest are obtained and submitted to ECDC from any experts, country representatives and other stakeholders participating in or acting on behalf of UKHSA in joint activities with ECDC, where the outcome involves publishing guidelines, recommendations, or any other form of official position on a subject, in order to avoid conflicts of interest.

#### **Section V: Public access to documents, data protection and intellectual property rights**

1. Each Organisation should protect the confidentiality of documents, information, materials and/or equipment exchanged during the period of implementation of the activities. However, the Organisations recognise that they are each subject to legal requirements concerning access to documents and protection of personal data, and in particular:
  - a. ECDC observes and is bound by Council Regulation (EC) No. 1049/2001 of 30 May 2001 regarding public access to European Parliament, Council and Commission documents and Council Regulation (EC) No. 2018/1725 of 23 October 2018 (the 'Regulations') on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data; and
  - b. UKHSA observes and is bound by the Freedom of Information Act 2000, the Data Protection Act 2018 and the UK General Data Protection Regulation (GDPR) ('UK Law').
  - c. All activities undertaken by the Organisations in terms of this MoU fall within the scope of the Regulations, and UK Law, and will be treated in accordance with the applicable rules concerning access to documents and protection of personal data.
2. Before any external communication about joint activities, ECDC and UKHSA should coordinate the content of the communication and the method of communication. Neither Organisation may use the name of the other Organisation to this MoU in any advertising, press release, advertisement or promotional material involving the content of this MoU, without the prior written consent of the other Organisation. It is expected that this will apply for at least one year after the termination of this MoU.
3. The intellectual property of products resulting from the collaboration is outside the scope of this MoU.

#### **Section VI: Checks and audits**

Each Organisation acknowledges that the other Organisation is subject, in accordance with its applicable laws, to checks or audits carried out by national and/or European Union institutions (in the case of ECDC).

#### **Section VII: Limitations to the cooperation**

1. Both Organisations acknowledge that the cooperation between them is voluntary and limited according to the available resources and strategic decisions linked to resource allocation, and that the Organisations must act in compliance with the legal framework applicable to it.
2. At no time should one of the Organisations represent the other or behave in any way which would give an impression that it represents the other Organisation.
3. None of the provisions of this MoU gives legally enforceable rights to one Organisation against the other.
4. Any dispute arising from the application or interpretation of this MoU should be resolved by negotiations between the Organisations, entered into in good faith.

5. The collaboration may vary or be discontinued at any time depending on what is in the best interests of the Organisations. If the MoU is discontinued, the Organisations should ensure that the cessation of collaboration between the Organisations is handled in a timely and orderly manner.

The activities of this MoU are to commence on .....

