



AGREEMENT OF COOPERATION BETWEEN THE MOVEMENT HEALTH FOUNDATION AND ORGANISMO ANDINO DE SALUD - CONVENIO HIPÓLITO UNANUE

GATHERED

On the one part, Mr. BOGI ELIASSEN, acting in his capacity as Executive Director of the Movement Health Foundation, with registered address at Rue du Rhone 65, c/o MLL Legal, 1204 Geneva, Switzerland, hereinafter referred to as "MHF."

And on the other part, Dr. MARÍA DEL CARMEN CALLE DÁVILA, in her capacity as Executive Secretary of the Andean Health Organization — Convenio Hipólito Unanue, domiciled at Av. Paseo de la República 3832 - 3rd floor, Lima, Peru, hereinafter referred to as "ORAS-CONHU."

The Parties, recognizing their full legal capacity to enter into agreements, hereby agree to enter into this Cooperation Agreement under the institutional framework and in accordance with the terms set forth below:

WHEREAS

1. ORAS-CONHU forms part of the Andean Integration System and has as its mission the promotion and facilitation of policy harmonization, the exchange of experiences among countries, and the generation of responses to common health problems, within the framework of Andean integration and under the conception of health as a Fundamental Social Right.
2. That the FMS is an independent, non-profit institution whose mission is to catalyze the development of more equitable, sustainable, and resilient health systems by developing and scaling shared solutions to health challenges with exponential impact around the world, leveraging the power of digital technologies, data collaboration, and innovation to accelerate global health achievement and facilitate the improvement of policy frameworks.
3. That ORAS-CONHU and FMS recognize the need to take joint action with the aim of contributing to the improvement of society and, more specifically, access to health for populations.



CLAUSES

Article One. Purpose: The purpose of this Agreement is to establish the general framework governing relations between both institutions, in order to design, plan, and develop joint actions that shall benefit the Ministries of Health and the Academia of the Andean countries which constitute and are coordinated by ORAS-CONHU, and to develop activities in the field of research and advisory services on matters of mutual interest, pursuant to agreements between the Parties.

Article Two. Scope: For the purpose of fulfilling the object of this Agreement, synergies shall be generated with the aim of achieving greater benefits and attaining common objectives. Specific plans or projects of activities shall be prepared, including, *inter alia*, roundtables, webinars, publications, and such others as the Parties may agree to undertake, which shall be defined in specific and official instruments entered into by both Parties.

Article Three. Formal Framework of Reference: This Agreement constitutes the formal framework of reference for cooperation between MHF and ORAS-CONHU for the implementation and development of activities.

Article Four. Financing: The costs related to the execution of each cooperation program shall be expressly determined in the specific agreements executed for such purposes, it being the responsibility of both institutions to mobilize the necessary resources to implement the particular activities agreed upon.

Article Five. Employment Relations: The persons engaged by either of the Parties to this Cooperation Agreement shall remain subject to the labor and personnel administration rules applicable to the engaging institution, without such persons acquiring any employment relationship with the other Party.

Article Six. Infrastructure: For the development of the programs, each Party shall provide the technical equipment and infrastructure corresponding to the methodology, dynamics, and nature of the agreed activities, the use of which shall be under the sole and exclusive responsibility of each Party, as applicable.

Article Seven. Intellectual Property: Any intellectual property arising from the works carried out under this Agreement shall be subject to the applicable legal provisions and to the specific instruments executed by the Parties for such purposes, with due recognition being granted to those who participated in their execution.

Article Eight. Term and Renewal: This Agreement shall enter into force on the date of its execution and shall remain valid for a period of four (4) years, being automatically renewable for equal periods, unless otherwise agreed.



Article Nine. Termination: This Agreement may be terminated prior to its expiry by mutual consent of the Parties, or by written notice given by either Party of its intention to terminate the Agreement, at least six (6) months in advance, without any penalty.

Article Ten. Dispute Resolution: The Parties agree that, should disagreements arise in the performance of this Cooperation Agreement, they shall endeavor to resolve such disagreements expeditiously and directly. Where feasible and by mutual agreement, the Parties may resort to mechanisms of direct contractual dispute resolution, including amicable settlement, out-of-court conciliation, and transaction.

Article Eleven. Domicile

For all purposes related to this Cooperation Agreement, the domiciles of the Parties are hereby established as the cities of Lima and Geneva, respectively.

IN WITNESS WHEREOF

Being in full agreement with each and every one of the articles herein, the Parties have executed this instrument in two originals, in English and Spanish, on the 29th day of August, 2025.

BOGI ELIASSEN
Executive Director
MHF

DRA. MARIA DEL CARMEN CALLE
Executive Secretary
ORAS-CONHU