

**RECORD OF DISCUSSION
BETWEEN
THE KOREA INTERNATIONAL COOPERATION AGENCY
OF THE REPUBLIC OF KOREA,
THE PERUVIAN AGENCY FOR INTERNATIONAL COOPERATION
AND THE MINISTRY OF HEALTH OF THE REPUBLIC OF PERU
FOR THE PROJECT
"DIGITALIZATION OF THE MANAGEMENT OF THE COMPREHENSIVE
HEALTH INSURANCE AND THE TELEMEDICINE PLATFORM TO
IMPROVE THE QUALITY OF HEALTH SERVICES OF THE VULNERABLE
POPULATION IN PERU "**

This document establishes the "Record of Discussion" for the Korean Side and the "Inter-institutional agreement" for the Peruvian Side, in accordance with the national legislation of each of the Sides, signed by the Korea International Cooperation Agency (hereinafter as "KOICA") of the Republic of Korea; the Peruvian Agency for International Cooperation (hereinafter as "APCI") and the Ministry of Health of the Republic of Peru (hereinafter as "MINSA"), all three hereinafter referred jointly as the "Sides".

The Sides held a series of meetings to define and promote the project of "Digitalization of the management of the Comprehensive Health Insurance and the Telemedicine platform to improve the quality of health services of the vulnerable population In Peru" (hereafter referred to as the "Project").

The project will be implemented based on the corresponding fiscal year budget, approved by the Government of the Republic of Korea, for a six (06) years period (2021-2026) with an understanding that the Project will be implemented upon its budget approval by the Government of the Republic of Korea.

The Sides understand that the present "Record of Discussion" is framed as part of the "Basic Agreement on Economic, Scientific and Technical Cooperation between the Government of the Republic of Peru and the Government of the Republic of Korea", signed in Lima on December 18th, 1981.

The Sides declare that this international instrument is signed within the framework of their functional competencies, is interpreted and executed in accordance with their respective national laws and does not create international legal obligations for the Republic of Peru or the Republic of Korea.



Signed in Lima, Republic of Peru, on the 4th of June, 2021, by the representatives of the Sides, in three copies in Spanish and in English, being all of them equally valid. In case of any divergent interpretation, the English version will prevail.



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Terms of Reference

Section I. Outline of the Project

1. Title

“Digitalization of the management of the Comprehensive Health Insurance and the Telemedicine platform to improve the quality of health services of the vulnerable population In Peru”.

2. Objective

The project seeks to improve availability and accessibility of public healthcare service in Peru by establishing integrated digitalized management system for Comprehensive Health Insurance and Telemedicine and exploring possible future expansions by pilot operations in the target area (Lima metropolitan, Lima region, Callao Constitutional Province and Iquitos). Specific objectives of the project are as follows:

- A. To improve current management system of the Administrative Institution of Health Insurance Funds Comprehensive Health Insurance (IAFAS SIS) by integrating fragmented process and introducing automation system.
- B. To improve the quality and the accessibility of Telemedicine services by deepening the level of available service, introducing specialized telemonitoring with active participation of the patient, and establishing system-based telemedicine methods.
- C. Strengthening policy competence and capacities to contribute to achieving Digital Agenda of Health Sector (2020-2025).

3. Project Duration and Schedule

The project will be implemented for a period of six (6) years, starting after the date of signing of this document (2021-2026). A tentative implementation schedule is as stated in Attachment 1 (Tentative Project Schedule); however, the actual schedule and details will be decided and may be amended, if necessary, after further consultation and discussion among the Sides.



4. Project Site

The Project will be mainly operated in Lima metropolitan, Lima region, Callao constitutional province and Iquitos, for which at least twelve (12) health facilities will be included in the pilot operation of the system to be newly developed initially, and it is expected to expand up to three hundred (300) health facilities by the end of the project. Peru-Korea Health Centers will be considered with priority; however, integral assessment needs to be done before selecting sites to ensure the feasibility and appropriateness through baseline study or preliminary consulting. Likewise, its implementation will take into account the cultural relevance approach.

5. Project Budget

- A. KOICA will provide nonrefundable financial cooperation up to a maximum amount of Seven Million United States Dollars (USD 7,000,000) granted by the Korean Government, within its budget for the Project to cover the expenses for fulfilling its commitments (undertakings) as described in Section II, numeral 1 and according to temporary budget assignment for each project component that is described in the Attachment 2.
- B. MINSA will manage to provide financing for the fulfillment of its commitments as described in Section II, numeral 3 as well as for the sustainable, self-reliant operation of the Project.

6. Project Scope

The Sides will cooperate in performing the following components to achieve the Project objectives:

Component 1. Development of Integrated FUA Processing Platform (Registry/ Cost Calculation/Review and Assessment/Payment)

The objective of this component is to:

- 1) Conduct preliminary assessment on the existing FUA registry and processing system in health establishments or Health Service Provider Institutions (IPRESS).
- 2) Design and develop a new integrated FUA processing and management system in the Administrative Institution of Health Insurance Funds IAFAS



Seguro Integral de Salud (IAFAS SIS).

- 3) Provide the trained personnel necessary for the development and operation of the information system.

Component 2. Strengthening Policy Competence, Local Capacity Development, and Tri-angular Cooperation in South America for Health Insurance Sector

The objective of this component is to:

- 1) Provide adequate technical consulting for policy development and expansion of digitalized program for SIS.
- 2) Strengthen staff capacities for the implementation of the new platform.
- 3) Manage tri-angular or multilateral cooperation activity on the health insurance system among South American Countries.

Component 3. Invitational Training for Policymakers and Practitioners in Health Insurance Sector

The objective of this component is to:

- 1) Strengthen capacities of MINSA and IAFA SIS officials in policy development, health insurance management, and technical cooperation.
- 2) Design and provide necessary trainings to develop action plans for adopting new skills and knowledges.

Component 4. Development of Expanded Telemedicine Platform with Pilot Programs

The objective of this component is to:

- 1) Design a comprehensive expanded telemedicine platform for the management of telemedicine services of the Assistance Information System "Teleatiendo" and pilot specialized services (telemonitoring service with active participation of the patient, system-based tele-inter-consultation service).
- 2) Develop SOPs and protocols for telemedicine services.
- 3) Establish pilot operation sites for Telemonitoring service and system-based tele-inter-consultation.
- 4) Provide equipment for operation and maintenance of the telemedicine service.



Component 5. Strengthening Policy Competence, Local Capacity Development of the National Network of Telehealth, and Tri-angular Cooperation in South America for Telemedicine Sector

The objective of this component is to:

- 1) Provide adequate technical consulting for policy development of the telemedicine in the national network of Telehealth and expansion of its Assistance information system "Teleatiendo" digitalized program for Telemedicine.
- 2) Develop and provide relevant trainings for newly established telemedicine service and strengthening of the telemedicine services developed in the national network of telehealth.
- 3) Manage tri-angular cooperation activity on the telemedicine system, Assistance information system "teleatiendo", among South American Countries.

Component 6. Invitational Training for Policymakers and Practitioners in Telemedicine Sector

The objective of this component is to:

- 1) Strengthen the capacity of central and local government officials and the representatives in national and sectorial policy development for the future telemedicine system in Peru.
- 2) Design and provide necessary trainings to develop action plans for adopting new skills and knowledge in telehealth and continues improvement in the assistance information system "Teleatiendo", Telemedicine digitalized program.

7. Implementing Institutions

The implementing institutions for the Project are, Korea International Cooperation Agency – KOICA and the Ministry of Health of Peru through the Comprehensive Health Insurance and the General Directorate of Telehealth, Referral and Emergencies.

8. Joint Coordinating Committees

A High-level Committee will be formed to monitor, coordinate, and make decisions regarding the implementation of project activities, and will be made up of the following

authorities:

On behalf of KOICA: Director of KOICA, or its representative

On behalf of APCI: Executive Director, or its representative

On behalf of MINSA: Vice Minister of Benefits and Health Insurance or its representative

Likewise, a Technical Committee will be formed that will be made up of representatives designated by the Sides and will be in charge of monitoring the activities carried out within the framework of the project, as well as coordinating joint activities at the technical level and ensuring the availability and exchange of information.

The functions and other details concerning the operation of the Committees will be determined by consultation among the Sides.

9. Cooperation between the Sides

- A. KOICA, APCI and MINSA will cooperate to achieve the Project objectives stipulated in numeral 2 of this Section.
- B. The Sides will make their best efforts to settle any unforeseen problems or issues related to the Project during its implementation.



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Section II. Commitments of the Sides

1. Commitments of KOICA

In accordance with the laws and regulations in effect in the Republic of Korea, and within its budgetary limitations, as indicated in Section I, numeral 5 (Project Budget), KOICA will carry out the following activities during a 6-year period from 2021 to 2026. The following details may also be amended by mutual consent of the Sides, as required.

A. Joint Formulation of the Project Action Plan

- 1) KOICA and MINSA will jointly formulate a Project Action Plan as the basis for project implementation and performance management. The plan will be shared with APCI for implementation monitoring.

B. Development and Pilot Operation of Integrated FUA Management Platform

- 1) KOICA will:
 - a) Design and develop a web-based integrated FUA management platform;
 - b) Run pilot operation and provide technical assistance to stabilize the system at the selected sites;
 - c) Dispatch Information Technologies (IT) experts to lead and supervise the whole development and pilot operation process together with the selected Peruvian IT development team.
- 2) Details of the design and structure of the platform may be amended through further consultation among KOICA and MINSA.

C. Development and Pilot Operation of comprehensive platform for the management of telemedicine services

- 1) KOICA will:
 - a) Design and develop a comprehensive platform for management of the telemedicine services expanded with improved functions of existing platform assistance information system "Teleatiendo" and newly added functions;
 - b) Run pilot operation and provide technical assistance to stabilize the system at the selected sites;
 - c) Dispatch IT experts to lead and supervise the whole development and pilot operation process together with the selected Peruvian IT development team and health human resources.



- 2) Details of the design and structure of the platform may be amended through further consultation among KOICA and MINSA.
- 3) At the conclusion of the Project, KOICA will carry out the technology transfer to MINSA that includes training and delivery of documentation.

D. Provision of Equipment for SIS and Telemedicine

- 1) KOICA will:
 - a) Provide necessary equipment and materials for development and pilot operation of the integrated FUA management platform;
 - b) Provide necessary equipment and materials for development and pilot operation of the expanded telemedicine system, Assistance intimation system "Teleatiendo";
 - c) Dispatch IT, health, and equipment experts to install and test the equipment.
- 2) The details of items, quantities and specifications of the equipment will be discussed and decided through further consultation among KOICA and MINSA.

E. Capacity Development Programs

- 1) KOICA will implement the following types of capacity development programs:
 - a) Short-term invitational training for SIS and Telemedicine in Korea; managerial and technical level training
 - b) In-country training courses for SIS and Telemedicine in Peru
 - c) Tri-angular cooperation activities with PAHO/WHO and South America Countries
- 2) KOICA will bear the costs of the capacity development programs, including flight tickets, accommodations and living expenses for the trainee in accordance with KOICA's regulations.
- 3) The details of the courses, the number of trainees, and the duration of stay may be adjusted by mutual consent of the Sides.

F. Analysis of Existing Systems and Consulting for New Practice Model and Policy Development

- 1) KOICA will implement consulting works regarding policy development and technical issues on SIS and Telemedicine.
- 2) The details of the contents, the number of participants, and the duration may



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be adjusted by mutual consent of the Sides.

G. Dispatch of Korean Experts to Peru

- 1) Following consultation among the Sides, KOICA will dispatch qualified Korean experts to Peru, who will be responsible for the Project management and other functions, working in close collaboration with the Peruvian Side.
- 2) The main tasks of the Korean experts are as follows:
 - a) Project management and coordination
 - b) Formulation of the action plan
 - c) Joint survey and pilot research
 - d) Capacity development
 - e) IT system design and development
 - f) Provision and testing of equipment
- 3) The number of dispatched experts, the duration of their stay, and their fields of expertise may be modified by mutual consent of the Sides depending on the progress of the Project. Other details will be decided through further consultation between the Sides.



H. Hosting a Workshop for Sharing the Progress and Co-evaluation

KOICA will host a workshop with MINSA and APCI to share the progress of the project and co-evaluate the result and achievement.

2. Commitments of APCI

In accordance with the laws and regulations in effect in Peru, APCI will take the necessary measures for the successful implementation of the Project. The following details may be amended by mutual consent of the Sides, as required.

A. Overall Administrative Measures

- 1) APCI will:
 - a) Appoint the representatives who will participate in the Joint Coordinating Committee
 - b) Facilitate the dialogue between the Sides in case of discrepancies or noncompliance with the commitments of the Sides, in order to collaborate with the correct implementation and sustainability of the Project;
 - c) Provide administrative support and collaborate with the respective entities



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in the necessary procedures and steps, in order to obtain the corresponding tax benefits (for example: IGV and IPM returns) in accordance with national legislation on the matter.

- d) Cooperate with KOICA and MINSA with the corresponding procedures to guarantee the adequate stay of Korean personnel (experts, among others) in Peru during the execution of the project and its related activities.

3. Commitments of MINSA

In accordance with the laws and regulations in effect in Peru, MINSA will take the necessary measures for the successful implementation of the Project. The following details may be amended by mutual consent of the Sides, as required.

A. Overall Administrative Measures

1) MINSA will:

- a) Designate a working group through Ministerial Resolution and will provide a relevant and responsible organization, and the appropriate personnel, for the preparation, coordination, and implementation of the Project;
- b) Secure funding for assign staff that will undertake the Project activities that correspond to MINSA, and the self-reliant operation and maintenance of the Project during and after the Project;
- c) Organize a Project Management Unit (PMU) at SIS, that will be the MINSA counterpart, in order to ensure ongoing official consultations that Korean experts will do on the various issues that may arise during the Project implementation;
- d) Provide the information and documents necessary for the implementation of the Project. Such information and documents will be written and provided in English and Spanish;
- e) Resolve the legal issues that allow the implementation of the project;
- f) Ensure the operation and maintenance of the systems and equipment installed by Korea, guaranteeing their exclusive use for the project.

B. Development and Pilot Operation of Integrated FUA Management Platform

1) IAFAS SIS will:

- a) Review and approve the designs and development plans of Integrated FUA Management Platform in accordance with Peruvian laws and regulations;
- b) Establish the IT Management team of the IAFAS SIS, which will cooperate with KOICA for the Project;



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- c) Provide a physical space to install the server and for the work of the Korean staff;
- d) Provide all the relevant documents and schemes in English that may be necessary for the development work;
- e) Bear the cost of all administrative procedures for the application and formalization of the use of SIS platform from the issuance of design approval to authorizations for the completion of the development in accordance with the Peruvian laws and regulations;
- f) Cooperate with the IT experts dispatched by KOICA to prepare for the planning, initiation, and implementation of the bidding process to select a system developer;
- g) Provide security services for the installed equipment for the platform;
- h) Designate engineers to work together for the platform development, and managing the platform after the completion of development;
- i) Provide list of pilot operation sites with satisfying conditions of system operation and jointly select pilot operation sites;
- j) Provide and equip necessary infrastructure for expanding the platform;
- k) Arrange sufficient manpower to operate the pilot program;
- l) Plan for measures to apply for the health centers with paper-based working environment;
- m) Develop a plan and ensure sufficient funds for scaling-up and operation of the pilot program nationwide.

- 2) At least twelve (12) health centres or IPRESS for pilot operation will be selected for primary testing and it is expected to expand up to three hundred (300) before the end of project, considering network environment. Peru-Korea health centers will be considered with priority; however, the final selection of pilot sites may be amended through further discussion between the two Sides.
- 3) MINSA will carry out the corresponding procedures within the framework of its powers for the return of IGV and IPM on the development costs according to the Peru laws and regulations.

C. Measures for the Design and development of Telemedicine system

1) MINSA will:

- a) Review and approve the designs and development plans for the comprehensive platform for management of the telemedicine services in accordance with Peruvian laws and regulations;
- b) Establish MINSA's IT Management team, which will cooperate with KOICA for the Project;



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- c) Provide a sufficient amount of physical space with the necessary conditions for host and operate the server;
- d) Provide all the relevant documents and schemes in English that may be necessary for the development work;
- e) Bear the cost of all administrative procedures from the issuance of design approval to authorizations for the completion of the development in accordance with the Peruvian laws and regulations;
- f) Cooperate with the IT experts dispatched by KOICA to prepare for the planning, initiation, and implementation of the bidding process to select a system developer;
- g) Provide security services for the physical space for installed equipment for the platform;
- h) Provide physical working space to Korean experts and designate engineers to work jointly for the platform development, and the administration of the platform after the completion of development;
- i) Provide list of pilot operation sites with satisfying conditions of system operation and jointly select pilot operation sites;
- j) Provide and equip necessary infrastructure for expanding the platform and telemedicine system in Peru;
- k) Arrange and ensure sufficient manpower to operate the pilot program;
- l) Develop a plan and manage the funds for the expansion and operation of the pilot program throughout the country.



- 2) For the pilot operation of newly added functions, three (3) sites will be selected for primary testing. One (1) IPRESS will be modeled for telemonitoring service with active participation of the patient, and other two (2) IPRESS will be connected for tele-inter-consultation service. Pilot operation sites can be expanded upon network and IT environment supported by MINSA. Peru-Korea health centers will be considered with priority; however, the final selection of pilot sites may be amended through further discussion among KOICA and MINSA.

D. Measures for the Equipment granted by KOICA

- 1) MINSA will quickly manage customs clearance and exemption from harbor dues, import duties, return of IGV and IMP or other taxes and public charges for any imported equipment and materials, in accordance with the laws and regulations of Peru.
- 2) MINSA will:
 - a) Bear the cost of unloading, inland transportation and insurance for the



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equipment and materials donated from the port of discharge to the Project site;

- b) Bear the cost of the storage, operation, maintenance, and repair of equipment and materials, during and after the Project period;
- c) Complete the preparatory work, including the clean-up and construction or renovation of the buildings and facilities, and establish the ancillary infrastructure (such as electricity, communication and telephone lines) before the delivery and installation of the equipment and materials at the site;
- d) Supply or replace the equipment, instruments, systems and other materials required for the implementation of the Project, other than those provided by KOICA;
- e) Use the equipment and materials granted by KOICA exclusively for the Project.

E. Measures for the Capacity Development Programs

1) MINSA will:

- a) Nominate the personnel to be trained in Korea and Peru one month in advance and with a good command of English; and assure their permanence in the project work site.
- b) Ensure that the participants in the training programs remain in their relevant areas of work.

- 2) The selection criteria for the participants in the training programs will be decided by through consultation among KOICA and MINSA.

F. Measures for the Triangular Cooperation

1) MINSA will:

- a) Communicate with relevant entities such as PAHO/WHO and South/Latin American Committee for effective and efficient ways of tri-angular cooperation activities among the countries;
- b) Coordinate periodical meetings, workshops or seminars to share the experience and progress of Peru in terms of health insurance system and telemedicine policy, practice and services.

G. Measures for Analysis of Existing Systems and Consulting for New Practice Model and Policy Development

1) MINSA will:



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- a) Make the team for joining the consulting program according to purpose;
 - b) Ensure that the participants in the consulting programs remain in their relevant areas of work;
 - c) Actively participate and circulate the result of the consulting program.
- 2) The selection criteria for the participants in the consulting programs will be decided by through consultation among the Sides.

H. Measures for the Korean Experts

1) MINSA will:

- a) Provide health and safety conditions at work to Korean experts during their stay at MINSA facilities.
- b) Manage the appointment of experts and volunteers, which will allow Korean experts to stay in Peru, the corresponding visa, and other benefits according to Peruvian regulations.
- c) Obtain the necessary permits and authorizations required for the implementation of the Project; provide the necessary co-workers and/or assistance personnel required by the Korean experts to facilitate the efficiency and effectiveness of their activities;
- d) Provide the relevant data, statistics and documents as necessary for the Korean experts to carry out the Project; and
- e) Provide office space, furniture and other types of necessary assistance to the Korean experts.



I. Measures for the Organization of Ceremonies

MINSA will hold commencement and completion ceremonies for the Project, and install a commemorative monument signifying the completion of the Project; further details regarding the completion ceremony and commemorative monument (e.g. form, size, location, wording, etc.) will be decided through consultation among the Sides.

J. Other Expenses

MINSA will manage to bear the expenses other than those covered by the commitments of the KOICA for the sustainability and implementation of the Project.



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Section III. Monitoring and Evaluation of the Project

1. Monitoring Team

A joint team appointed by the Sides will monitor the input, output, activities, and progress throughout the Project cycle.

2. Project Evaluation

The joint team will carry out a mid-term and final evaluation of the Project. In accordance with the evaluation results, the Sides will take necessary measures to address matters that may be mutually considered necessary for the achievement of the Project objectives.

Section IV. Initiation and Implementation of the Project

This Record of Discussion will come into effect from the date of signing of the Sides and will remain in effect until all the obligations in charge thereof are completed.



Section V. Mutual Cooperation and Consultation

1. Cooperation and Consultation

The Sides will closely cooperate in order to implement the Project effectively and successfully. There will be consultation among the Sides on any major issues arising from or in connection with these Terms of Reference. Further revisions and/or modifications to these Terms of Reference may be made, in accordance with numeral 3 of this section.

2. Forms of Communication

The main means of formal communication will be official documents issued by the Sides. In addition, the Sides may exchange communications in writing or through an electronic means that produces a tangible record of the transmission.



3. Modification and Dispute resolution

The Sides agree that any modification of this instrument will be made by means of a written agreement between them, through Addenda.

The Sides agree that any difference that may arise in the interpretation and / or implementation of the Project will be resolved by mutual agreement among the Sides.

In the event of delay or non-compliance by either Side, the Side that alleges this delay or non-compliance will notify the other Side in order to carry out the corresponding consultation to achieve a satisfactory solution for the Sides. If a satisfactory solution is not agreed among the Sides, it will be possible to proceed with the termination of the Project.

4. Communication protocol

All communication must be answered within a period not exceeding two weeks from the day of receipt, in order to ensure the execution of the Project. If more time is required, an extension can be requested with the corresponding justification.

The notifications provided by virtue of this Record of Discussion, and in particular those that have as their object its modification, interpretation or communications related to the execution of its technical components, must be addressed:

For the KOICA side:

To the Director of the Korea International Cooperation Agency (KOICA),

For the MINSA side:

To the Vice Minister of Benefits and Health Insurance of MINSA, and

For the APCI side:

To the Executive Director of APCI.



Section VI. Promotion of Understanding and Support for the Project

For the purpose of promoting awareness among the local public with regard to the Project, the Peruvian Side (MINSA and APCI) will take appropriate measures to publicize the Project to the people of Peru.

Section VII. Promotion of Triangular Cooperation

The Sides may promote triangular cooperation to disseminate the successful results derived from this project with the countries of Latin America. For which the Sides will agree on the actions for technical cooperation and the financing to be allocated in accordance with the corresponding budget availability under mutual consultation between the Sides.

Section VIII. COVID-19 Protocol and Its Extended Activities

Due to the global health emergency, all the activities of the project should be done in strict compliance of health safety protocols. In this regard, some components could be implemented online if it is considered necessary due to health reasons, to keep the schedule or if this would be better for the execution of the project.

Section IX. Termination of the Record of Discussion

Each Side acknowledges that it will perform the commitments under Section II of the Terms of Reference in good faith. If a satisfactory solution is not reached among the Sides in the implementation of the Record of Discussion as mentioned in section V numeral 3, the Sides may terminate this Record of Discussion upon mutual agreement, by means of a written communication, for the following reasons:

- Failure to comply with the responsibilities established in this Record of Discussion
- If there are cooperation difficulties or actions of lack of support from any Side

Section X. Confidentiality

1. KOICA and MINSA undertake to maintain absolute confidentiality with respect to any information received or derived from this Project. Any improper use or abuse of such information shall be the sole responsibility of such Sides. KOICA and MINSA will use the Confidential Information provided solely and exclusively for the



purposes of the execution of the Project.

2. KOICA and MINSA will keep all the information provided in strict secrecy and confidentiality in all aspects, unless expressly agreed otherwise. For these purposes, KOICA and MINSA may not disclose, publish, announce, or otherwise make the Confidential Information available, in whole or in part, to third sides, either directly or indirectly, and will take all measures that are reasonably necessary or appropriate in order to keep said information strictly secret and confidential.
3. KOICA and MINSA declare that they will extend this obligation to their officials, employees, servants, network of distributors and third sides that will be designated for the full compliance of this Record of Discussion.
4. The provisions contained in this section will remain in force indefinitely, regardless of the reason for the termination of the Project.

Section XI. Protection of Personal Data and Information Security

1. KOICA will have access to health information, in accordance with the Administrative Directive that establishes the treatment of personal data in health in force by MINSA, and which is used in computer applications and integrations whose use is authorized by MINSA in the IPRESS of the MINSA and regional governments at the national level. Likewise, KOICA and MINSA will carry out the processing of personal data in accordance with the provisions of Law No. 29733, Personal Data Protection Law and other legislation on the matter.
2. Notwithstanding the foregoing, KOICA and MINSA undertake that the information obtained as a result of the fulfilment of their obligations, as well as the reports and all kinds of documents that are generated in relation to the Record of Discussion, will have the character confidential. Therefore, it may not be communicated, shared or transferred to third sides without the express authorization of each of such Sides and, if applicable, of the owners of the personal data, assuming the responsibility arising from the breach of this commitment, in accordance with to the current legal framework.
3. Likewise, KOICA and MINSA undertake to keep in reserve the keys, codes and any other logical element that is made available to them or to their knowledge, applying all the custody and protection measures that are within their reach; Likewise, they undertake to adopt the necessary measures to guarantee the reservation and confidentiality of the personal data to which their staff has access,



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within the framework of this Record of Discussion, which will assume civil, criminal or administrative responsibility to which there is place, in accordance with the Law.

4. In the event that it becomes known that the reservation of information or other logical elements could be compromised, the affected Side will immediately notify the other Side in writing, so that the security measures and actions that the merits situation.
5. It is expressly stated that KOICA and MINSA are responsible for all transactions carried out through the users and passwords that may be assigned.
6. KOICA and MINSA are obliged to comply with what is indicated in the numerals of this section even when the Project has ended.

Section XII. Of the Order of Treatment

1. If KOICA and MINSA provide each other, public IP (Internet Protocol) data, personal data of their collaborators, supervised or third sides, for their treatment, as well as generate or collect them when they are necessary within the framework of this Record of Discussion, this will not imply in any way the transfer of those, and such Sides must assume the condition of data controller.
2. In case KOICA and MINSA assume the condition of those in charge of the processing of personal data that may be provided to each other, they undertake to keep them for the period provided for in the applicable regulations, and once said period has expired, destroy the data that is are in their power or that of their collaborators, within a period of no more than five (05) business days, uses for the validation of information previously contained in MINSA's own information systems are excluded from this paragraph and that which is part of the administrative files of the Record of Discussion.

Attachment 1. Tentative Project schedule

Attachment 2. Temporary Budget Assignment



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