



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MINISTRY OF HEALTH OF THE REPUBLIC OF THE
GOVERNMENT OF PERU AND THE BRITISH EMBASSY LIMA OF THE
GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

**SHORT NAME: GOVERNMENT TO GOVERNMENT ARRANGEMENT FOR HIGH
COMPLEXITY HOSPITAL INFRASTRUCTURE**

Lima, Peru – August, 2024

PARAGRAPH 1

OBJECTIVE

The objective of this Memorandum of Understanding short name “Government to Government Arrangement for High Complexity Hospital Infrastructure” managed by PRONIS (hereafter referred to as the “Government-to-Government Arrangement”) is to reinforce the joint importance that both the Government of Peru and the Government of the United Kingdom place upon the development and delivery of healthcare and health infrastructure delivered through the Projects and through the support of technical assistance from UK companies.

This Government-to-Government Arrangement sets out a framework for cooperation, communication and mutual support in areas of shared interest in social and health infrastructure, including the implementation of the Projects managed by the National Health Investment Programme (PRONIS).

PARAGRAPH 2

AIMS OF THE PARTICIPANTS

Through this Government-to-Government Arrangement, the Participants will:

1. **HOLD** a Progress Meeting on a quarterly basis between PRONIS, the British Embassy Lima and the UK Healthcare Alliance consortium (hereafter “UKHA”) to discuss the progress, opportunities, and challenges regarding the technical assistance services for the implementation of the Projects.
2. **RECEIVE** and consider updates from PRONIS and UKHA on the progress of the Projects.
3. **FACILITATE** ongoing dialogue and discussion between PRONIS and UKHA regarding the Projects.
4. **FACILITATE** collaboration between public and private sector entities in Peru, the health and infrastructure sectors through the establishment of the “UK-Peru Healthcare Partnership” (hereafter “UK-PHP”).
5. **SUPPORT** UKHA and PRONIS in the delivery of a robust supply chain within the Projects, working with Peruvian, UK and international industries.

6. **SUPPORT** UKHA and UK companies to explore the option of accessing UK Export Finance – the UK Export Credit Agency – to support the acquisition and financing of medical equipment and health infrastructure.
7. **SUPPORT** UKHA and UK companies through the identification and removal of barriers to doing business in Peru, including within the scope of the Projects.
8. **PROMOTE** the Projects through joint work with PRONIS and UKHA to support their communications and engagement work with key stakeholders.

PARAGRAPH 3

FORA FOR COOPERATION

The Participants will collaborate in the following fora to support PRONIS in the implementation of the Projects:

1. Progress Meetings between the British Embassy Lima, PRONIS and UKHA

The Participants jointly decide to establish a Progress Meeting to monitor the progress of the Projects, as well as to communicate, discuss and consider their joint initiatives as part of this Government-to-Government Arrangement. The Government of the United Kingdom will aim to support PRONIS to coordinate actions that contribute to the success of the objectives related to the implementation of the Projects.

Each Participant will nominate a designated representative for this engagement. The Progress Meetings will be held quarterly from the commencement date of the Operating Contract, or at such other frequency as may be jointly decided by the Participants.

The Progress Meetings will consider periodic updates on the Projects managed by PRONIS.

2. UK-Peru Healthcare Partnership (UK-PHP)

The Participants will work together through the UK-PHP to facilitate greater collaboration between the Projects, the public and private sectors, as well as to take advantage of the opportunities presented by this programme for the innovation in the health system in Peru.

This collaboration proposal from the UK Government is additional and complementary to the knowledge transfer plan that will be developed as part of the scope of the Operating Contract.

The specific objectives and participants of the UK-PHP are detailed at **Annex A**.

The annexes to this Government-to-Government Arrangement and the activities described therein are considered constituent parts of this Arrangement and are subject to the same conditions and provisions.

PARAGRAPH 4

GUIDING PRINCIPLES

Any collaborative projects and/or initiatives will be guided by the principles of good faith, efficiency, transparency, integrity, eco-efficiency, and sustainability, as well as the maximisation of use of public funds and will seek to ensure that work supports the development of infrastructure that is sustainable, low carbon and climate resilient.

PARAGRAPH 5

FUNDING

The financing of any activity that the Participants commit to under this Government-to-Government Arrangement and its annexes will be at their own cost.

The Participants will remain liable for any losses or liabilities incurred due to their own, or any employee's action and neither Participant intends that the other will be liable for any loss it suffers as a result of this Government-to-Government Arrangement and its annexes.

PARAGRAPH 6

LIMITATIONS OF SUPPORT

PRONIS will sign an Operating Contract with the UK Healthcare Alliance consortium ("UKHA") formed by the following companies: **AECOM TECHNICAL SERVICES PERÚ S.A.C - AECOM LIMITED, GLEEDS DEL PERÚ S.A.C - GLEEDS COST MANAGEMENT LIMITED y CURRIE & BROWN MEXICO SUCURSAL DEL PERÚ** for the implementation of the Projects managed by PRONIS ("Operating Contract").

These companies have been presented by the Government of the United Kingdom to the Government-to-Government selection process led by the Technical Committee of the Government of Peru, responsible for the contracting process. These companies have been selected after a competitive and independent process for, principally, technical assistance in the implementation of the projects of the “Piura High Complexity Hospital” and the “Trujillo Regional Teaching Hospital” managed by PRONIS.

The Government of the United Kingdom will not be a participant of the Operating Contract, and, therefore, will not be bound by it, and will not offer any guarantee or warranty in respect of the UK companies independently selected by the Technical Committee responsible for the Government-to-Government contracting process. Furthermore, the Participants accept that the Government of the United Kingdom has no responsibility in relation to the Operating Contract and any contracts that PRONIS signs for the delivery of the Projects, and the fulfilment of the commitments contained therein.

PARAGRAPH 7

CONFIDENTIALITY

The Participants recognise that to facilitate the objectives in this Government-to-Government Arrangement, information may pass between them. The sharing of information under this Government-to-Government Arrangement is subject to the following:

1. The Participants may only use the information for purposes to further promote the objectives of this Government-to-Government Arrangement;
2. The Participants may only disclose any part of the information to a third party if the Participant wishing to disclose the information seeks and obtains prior written consent by the other, except in circumstances described in subparagraphs (3) and (4);
3. In circumstances where the Government of the United Kingdom is legally obliged to disclose any information related to this Government-to-Government Arrangement (whether under the Freedom of Information Act 2000 (UK), the Environmental Information Regulations 2004 (UK), by Court Order, in mandatory disclosure to UK Parliament or for any other reason), it must inform the Government of Peru before doing so; and
4. In circumstances where the Government of Peru is legally obliged to disclose any information related to this Government-to-Government Arrangement (including under the Law N° 27806, Transparency Act and Access to Public Information, by

court order, or for other reason), it must inform the Government of the United Kingdom before doing so.

PARAGRAPH 8

STATUS OF THE ARRANGEMENT AND DISPUTE RESOLUTION

The Participants declare that this Government-to-Government Arrangement is cooperative in nature, it is not an international treaty or contract, and as such does not create any legally-binding rights, obligations, or responsibilities under international or domestic law of either country.

This Government-to-Government Arrangement connects the Participants solely and exclusively to the terms outlined in this document which the Participants will sign and commit to fulfilling in good faith.

Furthermore, the Participants declare that nothing in this Government-to-Government Arrangement is intended to, or will be deemed to, establish any partnership or joint venture between the Participants, constitute either Participant as an agent of the other, nor authorise either of the Participants to enter into any commitments for or on behalf of the other Participant.

Any dispute that arises between the Participants concerning the interpretation or application of this Government-to-Government Arrangement will be settled amicably through consultation and cooperation between the Participants, and no matter regarding the Arrangement may be referred to any third party, arbitration, national or international tribunal or court, or dispute resolution procedures of any kind.

PARAGRAPH 9

ENTRY INTO EFFECT AND DURATION

This Government-to-Government Arrangement will come into effect on date of signature and will remain valid until 31 August 2028. The Participants may extend this Government-to-Government Arrangement by prior written decision of both Participants.

Any extension to the duration of this Government-to-Government Arrangement must be:

1. Requested no later than one hundred and twenty (120) calendar days before the Government-to-Government Arrangement expires; and
2. Jointly decided between the Participants. The Participants acknowledge that no circumstance, including the extension of the duration of the Operating Contract, will result in the automatic extension of this Government-to-Government Arrangement.

PARAGRAPH 10

VARIATION

This Government-to-Government Arrangement and its annexes may only be varied by written decision of both Participants.

PARAGRAPH 11

RESOLUTION AND TERMINATION

The Participants enter into this Government-to-Government Arrangement in good faith. Nonetheless, the Participants recognise that this Government-to-Government Arrangement may be terminated by either Participant giving written notice to the other of its intention to terminate it, in which case it will terminate six (6) months after the receipt of the notice of termination.

Alternatively, the Participants may jointly decide to terminate this Government-to-Government Arrangement at any time.

In any event of termination of this Government-to-Government Arrangement, the Participants will endeavour to support the proper termination of the Operating Contract, and to minimise risks and impacts that may affect the completion and implementation of the Projects.

PARAGRAPH 12

TRANSPARENCY AND INTEGRITY

The Participants will promote transparency and prevent bribery and corruption in trade and investment. The Participants note that the UK companies are subject to the UK Bribery Act 2010.

PARAGRAPH 13

SIGNATURE AND TRANSLATION

The foregoing provisions represent the understanding reached between the Participants on the matters referred to therein.

The Participants recognise the signed and scanned copies of this Government-to-Government Arrangement as equivalent to original copies.

Signed in duplicate in the English and Spanish languages, both texts having equal validity.

**For the Ministry for Health on
behalf of the Government of the
Republic of Peru**

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Dr. CÉSAR H. VÁSQUEZ SÁNCHEZ
Minister for Health, MINSA

Date: 16 AGO. 2024

**For the British Embassy Lima on
behalf of the Government of the
United Kingdom of Great Britain
and Northern Ireland**

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GAVIN COOK OBE
British Ambassador to Peru

Date: 16 AGO. 2024

ANNEX A

UK – Peru Healthcare Partnership

The UK-Peru Healthcare Partnership (“UK-PHP”) has the following objectives:

1. To communicate, cooperate, and discuss with interested stakeholders of Peru and the UK on the Projects.
2. To contribute to identifying and exploring opportunities for innovation in the life cycle of health infrastructure, the health system in general and the provision of health services in Peru.
3. To promote cross-government knowledge sharing on the development and management of the health sector.
4. To facilitate knowledge transfer, capability building and innovation to position the Projects as a best practice model for project delivery and international collaboration.
5. By mutual understanding between the Participants of the Healthcare Partnership, to decide additional plans for activities to facilitate knowledge transfer and technical assistance, complementary to the main offer of technical assistance and knowledge transfer through UKHA.

The participants of the Healthcare Partnership will be defined by joint decision between the United Kingdom, PRONIS and the Ministry for Health. These may include, but are not limited to, the organisations listed below.

UK participation:

- Representatives from the Government of the United Kingdom, the Department for Business and Trade, and the British Embassy Lima.
- Representatives from Infrastructure Exports:UK (“IE:UK”). A joint initiative between the UK industry and the Government of the United Kingdom.
- Representatives from Healthcare UK, the UK’s health sector organisation.
- Representatives, as appropriate, from UK international initiatives engaged in the health sector.
- Representatives from UKHA consortium and their companies in the UK.

Peru participation:

- Representatives from PRONIS.
- Representatives from the Ministry for Health.

- Representatives from the Regional Governments and authorities of the Regional Health Directorates (DIRESA) of the regions related to the Projects.
- Representatives of the health sector in Peru such as SIS (Comprehensive Health Insurance), EsSalud (Social Health Insurance), among others.
- Representatives from the Ministry of Economy and Finance.
- Representatives from other Ministries of the Government of Peru committed to the planning and delivery of health infrastructure. For example: ProInversion ("Private Investment Promotion Agency"), ANIN ("National Infrastructure Authority"), and others.