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## FRAMEWORK AGREEMENT FOR INTERINSTITUTIONAL COOPERATION BETWEEN THIRONA BV AND THE NATIONAL UNIVERSITY OF ASUNCIÓN

In the city of Asunción, capital of the Republic of Paraguay, on the \_days of the month of October 2020, the Rector of the NATIONAL UNIVERSITY OF ASUNCIÓN, Prof. Dr. ZULLY CONCEPCIÓN VERA DE MOLINAS, appointed by Resolution N° ~~04-00-2019~~ of the Higher University Council, dated 2019, hereinafter referred to as the "UNA", residing at the Campus of the National University of Asunción, of the City of San Lorenzo, Paraguay and EM van Rikxoort, representing Thirona BV, with registered office at Toernooiveld 300, (6525 EC) Nijmegen, The Netherlands, hereinafter Thirona, in its capacity as Managing Director, agree to enter into this Framework Agreement that will be governed by the following conditions:

### CLAUSE ONE - THE PURPOSE

The purpose of this agreement is to establish an inter-institutional relationship between the parties, for mutual cooperation around the research project "Technical feasibility study to implement a solution based on Artificial Intelligence (machine learning) for the rapid diagnosis of COVID and other pathologies respiratory diseases by telemedicine in the Public Health of Paraguay "

### SECOND CLAUSE - COMMITMENT OF THE PARTIES

The parties undertake to:

- Assign the human and logistical resources necessary for the development of the specific activities conducive to the fulfillment of the object of this Cooperation Framework Agreement, according to its budget availability.
- Promote actions and execute projects to be developed in compliance with this agreement, for the full achievement of its purpose.
- In public events in which the objectives achieved in the framework of the implementation of this Cooperation Framework Agreement are presented, the Parties undertake to mention that said achievements were made jointly. In the promotion, dissemination and dissemination of the actions carried out as a consequence of the development of this Framework Agreement, the participation of both parties will be expressly stated.
- In all publications, dissemination materials and other visual elements such as text, template, image, videos, posters or plates, both physical and virtual originated, both logos must be displayed with similar graphic treatment, the same size and in the same conditions of visibility, being able to establish any other modality in the Specific Agreements. Each party must have a copy or copy of everything produced.
- Carry out any other activity that both institutions consider important for the achievement of the objectives of this agreement.

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### **THIRD CLAUSE - SPECIFIC AGREEMENTS**

The parties agree that the details and specifications of the projects and activities of common interest for the fulfillment of the object of the Interinstitutional Cooperation Framework Agreement, as well as the specific obligations and commitments assumed for this purpose, will be established through Specific Agreements that They must be signed by the highest authorities of both parties.

### **FOURTH CLAUSE - COMMUNICATION BETWEEN THE PARTIES**

The parties will designate in the Specific Agreements, the persons responsible for carrying out the procedures on behalf of Thirona and the National University of Asunción, and if necessary they will form working groups to follow up on the actions derived from this Agreement, which will be communicated to the parties by means of a note sent by the highest authorities of each Institution. All communication related to this Framework Agreement and the Specific Agreements must be made in writing and sent to the addresses indicated in this document.

### **CLAUSE FIVE - ON THE FINANCIAL COMMITMENT**

This Agreement does not generate any financial commitment between the parties. Each of the parties may budget the resources to be assigned in the Specific Agreements.

### **CLAUSE SIX - CONFIDENTIALITY**

The data and information exchanged between the Parties within the framework of this Agreement will have the purpose of contributing to the fulfillment of the object thereof, being their exclusive use by the Parties, and the data or information cannot be used for a purpose other than those agreed or those of each Institution.

### **SEVENTH CLAUSE - INTELLECTUAL PROPERTY**

The parties shall guarantee adequate and effective protection of the intellectual property created or derived from the programs or projects carried out within the framework of this Agreement, in accordance with the norms and conventions that bind them, including the cases in which a name is developed, a brand, a software or some other product that implies the protection of your rights.

### **CLAUSE EIGHT - CONTROVERSIES**

Any doubts or controversies related to the application and interpretation of this Agreement will be resolved by consensus, through consultations between the Parties.

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## CLAUSE NINE - MODIFICATION

This Agreement may be modified by mutual agreement. Aspects or responsibilities not contemplated in said instrument may be incorporated by means of extensions or modifications and will be formalized through Addenda, which will become an integral part of this document.

## TENTH CLAUSE - ADDITIONAL PROVISIONS

In the event that one of the parties wishes to incorporate cooperators to specify the actions to be established in the programs and / or projects, it must inform the other party in order to have the corresponding approval of the affected Institution, which will be implemented in writing and will form part of this Agreement.

## ELEVENTH CLAUSE - VALIDITY AND TERMINATION

This Agreement will enter into force immediately after its signature and will last for 2 years and may be renewed by mutual agreement and in writing.

This Agreement may be terminated:

- By mutual agreement between the parties.
- By unilateral decision of either party, which must be communicated to the other with no less than sixty (60) days prior to the intended termination date.

In any of the cases, the termination will not affect the progress or conclusion of the procedures and procedures that are in execution. The rights and obligations contracted by the National University of Asunción and Thirona prior to the receipt of the termination notice must be fully respected and complied with.

In proof of conformity and acceptance of the foregoing conditions, the representatives of the parties sign this document, in two (2) copies of the same tenor and with a single effect.

**EVA VAN RIKXOORT**  
Managing Director  
Thirona



Prof. Dra. **ZULLY C. VERA DE MOLINAS**  
Rectora  
Universidad Nacional de Asunción