PROJECT COLLABORATION AGREEMENT

between

the **World Health Organization**
20, Avenue Appia
1211 Geneva 27
Switzerland

(hereinafter referred to as "WHO")
on the one side

and

Max Institute of Healthcare
Management (MIHM) at the
Indian School of Business (ISB)
Hyderabad, Telangana-500111, India,

(hereinafter referred to as "ISB")
on the other side

WHEREAS WHO, represented by its Regional Office for South-East Asia (SEARO) is an international intergovernmental organization and a specialized agency of the United Nations, and the directing and coordinating authority on international health that provides leadership on global health matters, and monitors and assesses health trends;

WHEREAS ISB's Max Institute of Healthcare Management (MIHM) is an interdisciplinary centre dedicated to strengthening health systems through research, capacity building, and leadership engagement across policy, public institutions, and industry. The Institute generates evidence on healthcare delivery, with a particular focus on the private sector and the public–private interface, to inform policy and improve health outcomes. Drawing on expertise in healthcare and management, its faculty and researchers undertake interdisciplinary studies using diverse methodologies across a wide range of disease areas and health system challenges.and

WHEREAS This project collaboration agreement is a reflection of the intent of the ISB and WHO (hereafter referred to as the "Parties") to establish collaboration to pursue common goals based on their respective mandates, competences and comparative advantages.

1. The Project

1.1 The parties shall collaborate on the project as described in Annex 1 attached hereto (hereinafter referred to as the "Project"), which forms an integral part of this Agreement. The activities to be carried out by each party under the Project are also described in Annex 1.

1.2 The implementation of Project activities by a party is subject to that party's regulations, rules and administrative practices.

2. Funding

2.1 Each party hereto shall be fully responsible for the funding of its activities under this Agreement, except as may otherwise expressly be agreed in this Agreement or in any sub-agreement thereto. The implementation of each Project activity is subject to the availability of sufficient human and financial resources.

2.2 Any fund-raising for the Project will be decided jointly by the parties and will be directed to governments, non-profit organizations and foundations. Any fund-raising from commercial entities or their foundations, or organizations funded mainly from commercial sources, shall be decided jointly by the parties and will be made in accordance with the regulations, rules and administrative practices of the parties in order to avoid any perceived conflict of interest.

2.3 Each party shall administer the funds handled by it in accordance with its financial regulations, rules and administrative practices. The accounts shall be subject to audit in accordance with the party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other party, if so requested, as soon as it becomes available.

2.4 Any transfer of funds between the parties shall be made under an appropriate separate agreement, to be negotiated in good faith between the parties.

3. Copyright/Publications

3.1 Publications foreseen to be prepared under the Project are listed in Annex 1. The parties may prepare additional publications, unforeseen at the conclusion of this Agreement, subject to the provisions here below.

3.2 Copyright of any work prepared by one of the parties on its own under this Project shall be vested in that party, who may publish the work provided that the other party has been given the opportunity to comment on the work and any references to that other party before publication, which comments shall be given due consideration by the publishing party.

3.3 Unless otherwise agreed by the parties, copyright in any jointly prepared work shall be vested in WHO. For publications, WHO shall be the lead publishing party. In this capacity, WHO shall serve as copyright administrator and will act as the contact for third parties with regard to requests to reproduce or make use of the publications, or portions thereof, in any form or medium in all languages. WHO herewith grants The ISB a perpetual and irrevocable, non-exclusive, world-wide, royalty-free, sub-licensable licence to use such jointly prepared work, or parts thereof, for public health purposes.

3.4 The collaboration of the parties shall be duly acknowledged in any publication resulting from the Project, unless a party does not wish to be associated with the publication. The wording of the acknowledgement shall be agreed between the parties.

3.5 No publication or other work resulting from the Project shall contain commercial advertising or be used for the promotion of any commercial product or service.

4. Web site

4.1 The parties shall decide jointly on any dissemination of Project information over the Internet. The parties shall not create a separate web site for this purpose, but any information shall be disseminated through one or both parties' existing web site(s).

5. Use of logo and promotional activities

5.1 A party may not use the logo of the other party unless that party has given its prior approval in writing.

5.2 Without the prior written consent of the other party, neither party shall, in any statement or material of an advertising or promotional nature, refer to the relationship of the parties under this Agreement.

6. Relationship and responsibility of the parties

6.1 Nothing in this Agreement shall be construed as creating a relationship of joint venturers, partners, employer/employee or agent between the parties. Neither party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for in this Agreement or authorized in writing by the other party.

6.2 Each party shall be solely responsible for the manner in which it carries out its part of the collaborative activities under this Agreement. Thus, a party shall not be responsible for any loss, accident, damage or injury suffered or caused by the other party, or that other party's staff or sub-contractors, in connection with, or as a result of, the collaboration under the Project.

7. Notices

All notices to be given under this Agreement must be in writing and sent to the address or official email account of the intended recipient set out hereinafter or to any other address or email account which the intended recipient may designate by notice given in accordance with this clause. Any notice may be delivered personally or sent by first class pre-paid registered mail or by email, and it will be deemed to have been served: if by hand, when delivered; if by first class registered mail, 48 hours after posting; and if by email when dispatched provided no delivery failure information is received.

If to WHO: World Health Organization
Attention: Regional/ Country Office for South-East Asia
World Health House
Indraprastha Estate
Mahatma Gandhi Road

New Delhi 110002 India
Tel.: 91-11-4304 0200/ 0161

If to […]: Max Institute of Healthcare Management, ISB
Attention: Dr Chaitra Khole
Associate Director
Max Institute of Healthcare Management, ISB
Tel: +91
Email: Chaitra_Khole@isb.edu

8. Duration, Termination and Modification

8.1 This Agreement shall be valid for an initial period of two years, commencing 1 July 2026 and ending 30 June 2028 and ending terminated, unless terminated earlier by either party for cause, or without cause by giving three months notice in writing to the other party. The parties may agree in writing to extend this Agreement for subsequent periods of one year.

8.2 In the event of termination of this Agreement, the parties shall take the necessary steps to ensure that the activities carried out under the Agreement are brought to a prompt and orderly conclusion, and they shall wind up their obligations hereunder.

8.3 This Agreement may be modified by mutual consent of the parties as expressed in writing.

9. Compliance with WHO Policies

By entering into this Agreement, The ISB Institute acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, The ISB Institute shall take appropriate measures, including training, to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized to perform any Project activities under the Agreement. Without limiting the foregoing, The ISB Institute shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which The ISB Institute becomes aware. For purposes of this Agreement, the term "WHO Policies" means collectively: (i) the WHO Code of Ethics; (ii) the WHO Policy on Preventing and Addressing Sexual Misconduct; (iii) the WHO Policy on Preventing and Addressing Abusive Conduct; (iv) the WHO Code of Conduct for responsible Research; (v) the WHO Policy on Preventing and Addressing Retaliation; and (vi) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in each case, as amended from time to time and which are publicly available on the WHO website at the following link: http://www.who.int/about/ethics/en/ .

10. Zero tolerance for sexual misconduct, harassment and other types of abusive conduct

WHO has zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of prohibited sexual behavior), harassment and any type of abusive conduct. In this regard, and without limiting any other provisions contained herein, The ISB Institute warrants that it shall: (i) take all reasonable and appropriate measures, including training, to prevent any form of sexual misconduct, as described in the WHO Policy on Preventing and Addressing Sexual Misconduct and any type of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized by it to perform any activities under the Agreement, (ii) promptly report to WHO, through the WHO Office of Internal Oversight Services (investigation@who.int) or through the WHO Integrity Hotline which can be accessed via https:www.who.int/about/ethics/integrity-hotline, and respond to and take corrective measures, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which The ISB Institute becomes aware, and (iii) cooperate with WHO in relation to the response to such actual or suspected violations.

11. Anti-Terrorism and UN Sanctions; Fraud and Corruption

The ISB Institute warrants for the entire duration of the Agreement that:

(i) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;

(ii) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the implementation of the Project;

(iii) it has taken all reasonable and appropriate measures to inform any natural and/or legal persons engaged or otherwise utilized to perform any activity under the Agreement of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption and their duty to comply with the standards of conduct set out in the aforementioned Policy;

(iv) it shall take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the implementation of the Project; and

(v) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (investigation@who.int), any credible allegations of actual or suspected fraudulent or corrupt practices (as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption) in connection with the execution of this Agreement of which The ISB Institute becomes aware and respond to such allegations in an

appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, The ISB Institute, agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response, the outcome of any such response, and any corrective measures implemented should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.

12. Breach of essential terms

The ISB acknowledges and agrees that each of the provisions of clause 9 (Compliance with WHO Codes and Policies), clause 10 (Zero tolerance for sexual misconduct, harassment and other types of abusive conduct), and clause 11 (Anti-Terrorism and UN Sanctions; Fraud and Corruption) above constitutes an essential term of this Agreement and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to terminate this Agreement and/or any other agreement concluded by WHO with The ISB , immediately upon written notice to The ISB Institute, without any liability for termination charges or any other liability of any kind.

13. Confidentiality

When information provided in the context of this Agreement is described by the party providing it as confidential, the receiving party shall take all reasonable measures to keep the information confidential and shall only use the information for the purpose for which it was provided. The receiving party shall ensure that any of its employees and/or consultants having access to the said information shall be made aware of and be bound by the obligations of the receiving party hereunder.

However, there shall be no obligation of confidentiality or restriction on use where:
(i) the information is publicly available, or becomes publicly available otherwise than by action of the receiving party; or
(ii) the information was already known to the receiving party (as evidenced by its written records) prior to its receipt; or
(iii) the information was received from a third party not in breach of an obligation of confidentiality; or
(iv) the information was subsequently and independently developed by or on behalf of the receiving party without access to the information of the disclosing party.

Unless another period is stipulated by the party providing the information, the obligations of this clause 13 shall survive the termination of this Agreement and continue in full force and effect without any expiration period applying.

14. Privileges and immunities

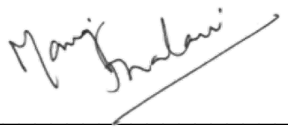
Nothing in this Agreement shall constitute, or be deemed to constitute, a waiver of any of the privileges and immunities enjoyed by WHO under any source of law, or as a submission to the jurisdiction of any national court or tribunal.

15. Settlement of disputes

Notwithstanding any specific provision herein, this Agreement and any dispute arising therefrom or relating thereto shall be governed by general principles of law, to the exclusion of any single national system of law. Any dispute arising from or relating to this Agreement, including its validity, interpretation, or application shall, unless amicably settled, be subject to conciliation. In the event the dispute is not resolved by conciliation within thirty (30) days, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the Parties or, in the absence of agreement within thirty (30) days of written communication of the intent to commence arbitration, in accordance with the UNCITRAL Arbitration Rules. The Parties shall accept the arbitral award as final.

IN WITNESS WHEREOF, this Agreement is executed as follows:

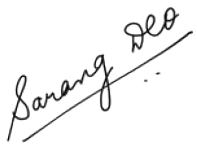
Agreed and signed on behalf of the World Health Organization



Mr Manoj Jhalani
Director
Department of UHC/ Health Systems , India
WHO SEARO
New Delhi, India

Date 9 June 2026

Signed on behalf of The ISB



Prof Sarang Deo
Executive Director
Max Institute of Healthcare Management (MIHM)
Indian School of Business(ISB)
Hyderabad, Telangana-500111

Date 25 June 2026

AI in Health for South East Asia Member States

Concept Note

Background

Artificial intelligence holds promise for strengthening health systems in low- and middle-income countries (LMICs), particularly in settings characterized by high disease burden, constrained capacity, and complex multi-level service delivery. South East Asia member states present a compelling context with a rapidly digitalizing health infrastructure, a growing domestic ecosystem of AI-based solutions, and a set of persistent health system challenges for which AI-assisted tools are actively being developed and piloted. Yet, the translation of AI from research environments to sustained, equitable, and impactful deployment remains largely unrealized. Three interconnected challenges account for this gap, each of which the proposed AI initiative is designed to address.

Absence of actionable guidance for state-level decision-making

The rapidly growing development of AI solutions in health care has not been matched by the development of tools structured for decision-making on the deployment and scaling of solutions. Existing evaluation frameworks remain largely theoretical and structured as high-level principles or discursive guidelines that are difficult to apply in practice for operational decision-making. States must weigh clinical utility, impact measures, operational feasibility, costs, and potential alternative strategies — at various stages. Without decision-ready tools, deployment decisions are made without a shared evidentiary standard, increasing the risk of adopting solutions whose value is not commensurate with the applied context.

Constrained implementation and evaluation capacity

Even where AI models achieve high technical accuracy in controlled research settings, very few solutions have been meaningfully integrated into operational or clinical workflows, and even fewer have undergone rigorous evaluation for their impact on patient or systems-level outcomes. For example, sepsis prediction and management is one of the most prolific areas of AI health research globally, with over 500 studies published, yet only two have assessed model effectiveness within patient care pathways. In one such evaluation, the predictive model performed no better than random chance, failing to identify cases before clinical suspicion had already been raised. This example underscores the importance of studies to move beyond technical accuracy into implementation and behavioral research domains, which can surface parameters that outweigh algorithmic performance alone.

Fragmented stakeholder ecosystem

A persistent divide separates the supply of AI solutions from their responsible deployment at scale. Technology innovators lack structured access to the state health departments that govern program delivery; state departments lack the capacity to procure and evaluate technology deployments; and health organizations struggle to integrate AI solutions into existing clinical and administrative workflows. In the absence of a dedicated mechanism for needs-matching across stakeholders and co-developed proposal formation, even well-evidenced solutions face friction in entering the health system.

AI in Health Initiative: Description

In this context, the Max Institute of Healthcare Management (MIHM) at the Indian School of Business proposes to collaborate with WHO SEARO as a technical partner to advance the responsible, scalable, and evidence-driven adoption of digital health and AI, through the integrated elements of research, infrastructure development, and capacity building. The engagement is structured to comply with FENSA,

the WHO Policy and Operational Procedures on Engagement with Academic Institutions, and WHO's Regulations for Study and Scientific Groups, Collaborating Institutions, and other Mechanisms of Collaboration.

Objective 1: Develop a structured AI decision-making framework for LMIC contexts

Description: Develop a framework that provides step-by-step guidance for evaluating the operational suitability of AI solutions for diverse clinical contexts. The framework will be validated through retrospective assessment of solutions previously deployed and prospective testing of solutions under consideration for deployment. The framework will be aligned with relevant WHO normative work, including outputs of the WHO working group on the Clinical Evaluation of AI for Health, and will be made publicly available as a global public good.

Objective 2: Generate primary evidence base on AI implementation in LMIC health systems

Description: Execute a tiered portfolio of fully deployed implementation studies designed to assess operational feasibility, systems integration, clinical decision-making, and user behavior — with both short-term pilots alongside longer-term studies powered to measure sustained impact on defined clinical and health system outcomes. All scientific evidence generated will be made publicly available and submitted for peer review in collaboration with WHO-SEARO.

Objective 3: Build a sustained partnership infrastructure to enable AI deployment at scale

Description: Conduct active, year-round outreach and facilitation of partnerships with state governments, technology innovators, and implementing institutions to create an ecosystem that can align stakeholder priorities and co-develop proposals grounded in real deployment needs and structured for implementation. The initiative will support state governments in articulating their AI requirements and in designing transparent, competitively neutral procurement processes where requested by the state. WHO and MIHM will not endorse, select, procure, or promote any specific private-sector entity, product, or service, and engagement with private-sector entities will operate on a competitively neutral basis. Where private-sector entities participate in initiative activities, MIHM will conduct entity-specific due diligence in coordination with WHO, document the engagement in the WHO register of non-State actors, and ensure that no engagement constitutes endorsement, confers competitive advantage, or is used by the entity for commercial, promotional, marketing, or advertisement purposes.

Objective 4: Build public and private sector capacity for aligning AI priorities, planning, and governance

Description: Conduct capacity-building workshops to equip government officials and, where appropriate, civil-society and academic actors with the skills and toolkits required for safe and sustainable AI deployment. A core focus will include supporting state governments in identifying and prioritizing their AI needs by helping them determine where AI can add the greatest value within their health programmes and plan and budget accordingly. This upstream priority-setting function, distinct from the evaluation of specific solutions, ensures that adoption is driven by health system need rather than technology supply. Together, these efforts build the internal capabilities across both sectors to effectively operationalize national digital health commitments. Engagement with private-sector entities in capacity-building activities will be limited to the dissemination of WHO's policies, norms, and standards, and to information exchange that does not confer endorsement, competitive advantage, or whitewashing benefits to any private-sector entity (FENSA paragraphs 7(e)–(g)). Wherever applicable, if private-sector participants are invited for capacity-building workshops, they will be conducted on a non-exclusive, transparent basis, and any private-sector representation will be balanced and disclosed.

Expected outputs

- AI evaluation framework validated across diverse solution types and clinical contexts
- Technical assistance to national and sub-national governments on the deployment and evaluation of AI solutions, aligned with national and state health priorities
- Portfolio of implementation study manuscripts, generating primary evidence on AI in Indian health settings
- Co-developed partnership proposals structured for implementation and procurement
- Trained cohorts of government officials and private sector health institutions equipped to evaluate and govern AI deployments
- Implementation toolkit and guidance documents for state and national health departments
- All knowledge products, frameworks, study findings, and tools produced under this engagement will be made publicly available and will be disseminated through WHO networks where appropriate

Expected duration

Proposed Duration: 2 years

A detailed two-year plan for collaboration, structured per the WHO General Programme of Work and consistent with FENSA, will be jointly developed with WHO SEARO at the outset of the engagement. Progress against this plan will be reviewed annually with the WHO and updated in the WHO register of non-State actors.

Roles and responsibilities of the non-State actor and WHO

MIHM at ISB

- Lead research design, implementation, outputs, and dissemination
- Facilitate operational relationships between state government partners, technology innovators, academic partners, and civil society partners
- Develop training programmes, frameworks, knowledge products
- Develop implementation guidance and policy documents
- Conform to WHO's public health policies in digital health and AI, ethical use of health data, NCDs, and other applicable areas
- Provide and annually update due diligence information for the WHO register of non-State actors
- Disclose any institutional or individual conflicts of interest, including any private-sector funding or partnerships relevant to the engagement, and require all involved personnel to complete WHO's Declaration of Interests (DOI) where applicable
- Acknowledge any WHO contributions using the standard FENSA acknowledgement language and refrain from using the engagement, or any contribution received, for commercial, promotional, marketing, or advertisement purposes
- Refrain from misrepresenting WHO's participation in any meeting, publication, or event as endorsement of MIHM, ISB, the initiative, or any third party (Academic Institutions Policy paragraph 6)

World Health Organization (WHO)

- Align outputs with regional and global standards for digital health and AI
- Align with WHO working groups on AI evaluation frameworks (i.e., Clinical evaluation of AI for health)
- Facilitate engagement with member state governments and stakeholders
- Support dissemination of evidence and tools generated through relevant networks
- Conduct due diligence and risk assessment in accordance with FENSA before and throughout the engagement, using WHO's Organization-wide electronic tool
- Retain full managerial and editorial control over WHO's normative outputs and ensure that the engagement does not exert undue influence on WHO's policy, norm, or standard-setting processes
- Document the engagement in the WHO register of non-State actors and reflect any subsequent changes
- Authorize, in writing and on a case-by-case basis, any use of WHO's name, acronym, or emblem

Risk Management and Conflict of Interest

Consistent with FENSA, the parties will operate the following risk-management arrangements throughout the engagement:

- **Institutional conflict of interest.** MIHM will declare any institutional relationships with private-sector technology vendors, implementing partners, or funders relevant to the initiative, and will implement firewalls between such relationships and the activities undertaken under this engagement.
- **Individual conflicts of interest.** All MIHM personnel, advisers, and seconded experts involved in the engagement will complete WHO's Declaration of Interests forms in accordance with WHO's Guidelines for Declaration of Interests (WHO Experts).
- **Normative-work safeguard.** The engagement will not be used as a basis for, or to unduly influence, WHO's setting of policies, norms, or standards. Where outputs may inform such work, they will be made publicly available and subjected to WHO's standard normative processes.
- **No endorsement.** Engagement with private-sector entities by MIHM under this initiative will not be presented as WHO endorsement of those entities, products, or services, nor will WHO endorse MIHM or ISB beyond the specific scope agreed (FENSA paragraphs 7(e) and 46).
- **Non-engagement with prohibited industries.** There will be no engagement with the tobacco industry, the arms industry, or non-State actors working to further the interests of these industries (FENSA paragraph 44).
- **Heightened caution.** Particular caution will be exercised, including through enhanced due diligence and risk assessment, when engaging with private-sector entities whose policies or activities negatively affect human health or are not in line with WHO's policies, norms, and standards, in particular in respect of NCDs and their determinants.
- **Funding diversification.** The initiative will not be dependent on a single source of funding (FENSA Private Sector Policy paragraph 14(c) applied as good practice). MIHM will disclose all funding sources for activities undertaken under the engagement.
- **Risk review.** The engagement will be subject to ongoing risk review, with the option of disengagement under FENSA paragraph 34 should risks become unmanageable.

Transparency and Public Accountability

- All scientific evidence and knowledge products generated under the engagement will be made publicly available, preferably through open-access publication.
- Information on this collaboration, including the parties, scope, expected outputs, and any financial or in-kind contributions exchanged, will be entered and annually updated in the WHO register of non-State actors.
- Any financial or in-kind contributions received between the parties will be publicly acknowledged using the standard wording set out in the Academic Institutions Policy paragraph 12, and will be reflected in the WHO Programme budget web portal and audited financial statements.
- Inputs from non-State actors received through consultations or hearings under the initiative will be made publicly available wherever possible.