

## 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

Nepal Applied Mathematics and Informatics Institute for research

Jwagal Marga,

House No :56, Jwagal-10,

Lalitpur, Nepal

(hereinafter referred to as “NAAMII”)

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** NAAMII is a center of excellence in AI research and innovation. Cultivating an ecosystem where frontier research, inclusive education, and industry innovation converge to address some of the most critical challenges faced by underserved regions worldwide and having its office in Nepal; and

**WHEREAS** This project collaboration agreement is a reflection of the intent of the NAAMII 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 NAAMII 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 No. 91-11-4304 0200 / 0161

If to NAAMII:                      Nepal Applied Mathematics and Informatics Institute for  
    Research

Attention: Dr. Bishesh Khanal  
Jwagal-10, Lalitpur, Nepal  
Tel: +977-9861596752  
Email: Bishesh.Khanal@naamii.org.np

## **8. Duration, Termination and Modification**

8.1 This Agreement shall be valid for an initial period of two years, commencing 1 October 2025 and ending 30 September 2027, 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, NAAMII acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, NAAMII 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, NAAMII 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 NAAMII 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, NAAMII 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](mailto: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 NAAMII 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**

NAAMII 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](mailto: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 NAAMII becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, NAAMII 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**

NAAMII 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 NAAMII, immediately upon written notice to NAAMII, 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  
WHO SEARO  
New Delhi, India

Signed on behalf of NAAMII



Dr Bishesh Khanal  
Director  
Nepal Applied Mathematics and  
Informatics Institute for Research  
Lalitpur, Nepal

---

Date 12 December 2025

---

Date December 12, 2025

Annex 1: Project Description

*[Concept note attached]*

# Transforming Rural and Community Health with Artificial Intelligence

## About NAAMII:

NAAMII is a center of excellence in AI research and innovation. We are cultivating an ecosystem where frontier research, inclusive education, and industry innovation converge to address some of the most critical challenges faced by underserved regions worldwide. Founded by researchers from Nepal, NAAMII now works across borders—generating new knowledge through interdisciplinary research, sharing it through transformative education, and translating it into impactful technologies through collaboration with industry and incubating globally competitive startups.

Most of our work in the last few years was AI in healthcare, with multiple research groups within NAAMII involved in pushing the boundaries of AI in healthcare. We aim to transform global health- develop scalable, context-aware technologies that improve access, diagnostics, and decision-making in resource-constrained settings.

## Background and Rationale

Rural areas in low- and middle-income countries (LMICs) like Nepal face a high disease burden due to limited access to quality healthcare and shortages of expert health care professionals. These gaps hinder progress toward Universal Health Coverage and Sustainable development goals 3- Health and Wellbeing. In line with WHO's goals to ensure that all people achieve the highest possible level of health and well-being, innovative, AI-driven and scalable solutions are urgently needed to reduce these health inequities. AI has shown a promise in transforming the global healthcare landscape, improving diagnostics, treatment planning, and health system efficiency. However, much of these is yet to be realized or translated to real-world, and questions specifically remain on how this will be implemented in low-resource settings like rural Nepal where access to specialized medical care remains limited due to a shortage of healthcare professionals, diagnostic tools, and timely referral systems. With fewer than 0.7 doctors per 1000 people in Nepal and most concentrated in urban areas-rural communities face significant barriers to quality healthcare. NAAMII has undertaken several initiatives focused on rural community context, including AI-powered handheld obstetric ultrasound, cervical cancer detection, and AI-assisted diagnostics in endoscopy, pathology, and coronary artery disease. These projects directly address the healthcare challenges in underserved regions by enabling timely and accurate diagnostics where medical experts are scarce. Research labs such as (Transforming global health through AI) TOGAI, Bhattarai MultiModal Learning Lab (BBML), and Computational Endoscopy, Surgery & Pathology (CESP) have played a key role in developing cutting-edge AI tools tailored to the needs of rural healthcare- from detection of cervical cancer to AI-driven ultrasound imaging. As part of its ongoing commitment to strengthening health systems in low- and middle-income countries (LMICs), NAAMII is seeking technical collaboration with WHO-SEARO. NAAMII aspires

to enhance the health and wellbeing of rural communities ranging from capacity development to the implementation of AI technology in healthcare, which will focus on the entire life cycle of AI in health.

## Objectives

### 1. Identify Priority Challenges in Rural and Community Health

Understand the most pressing health challenges across SEARO member states where AI can have transformative impact, especially in resource-limited rural settings.

### 2. Generate Knowledge and Frameworks for AI Deployment

Develop evidence-based guidance and frameworks for identifying problems, developing solutions, and translating AI innovations into real-world health services, including identifying barriers to implementation.

### 3. Integrate and Align Existing Research Activities

Map NAAMII's ongoing multidisciplinary health AI research—including that by TOGAI and TrAI groups—into the above framework to create a coherent portfolio of health-AI interventions for rural health.

### 4. Strengthen Capacity of Health and Technology Stakeholders

Build the capacity of medical and public health professionals, computer scientists, and policymakers to effectively collaborate and lead AI-driven transformation in health systems.

## Activities

### For Objective 1: Identifying Priority Challenges

- Conduct situational analysis and stakeholder consultations across SEARO countries.
- Compile regional landscape report identifying health domains where AI can improve rural healthcare access and outcomes.

### For Objective 2: Knowledge and Framework Development

- Leverage NAAMII's TrAI and TOGAI groups to document learnings from real-world AI deployments.
- Develop a modular framework for AI-in-health innovation pipeline—from problem scoping to deployment—sensitive to local infrastructure and policy contexts.
- Publish guidance on ethical and effective deployment strategies in LMIC settings.

### For Objective 3: Research Mapping and Integration

- Map ongoing AI-health projects at NAAMII (e.g., AI ultrasound for obstetrics, AI-driven health chatbots, cervical cancer screening) to the developed framework.
- Initiate cross-project synthesis and knowledge-sharing workshops to consolidate lessons learned.

#### **For Objective 4: Capacity Building**

- Host 3–6-month internships for medical students, residents, and engineers within NAAMII labs.
- Offer thesis mentorship (e.g., amniotic fluid index estimation using AI) and research supervision in collaboration with institutions like TUTH (the largest teaching hospital in Nepal).
- Co-host hands-on workshops and hackathons in collaboration with partners like HAINet, integrated within events like the Annual Nepal AI School.
- Develop online training modules for AI in healthcare tailored to diverse audiences including clinicians, CHWs, and policymakers.
- Deploy AI-enabled tools (e.g., multilingual chatbots integrated with CommCare, WhatsApp, Viber) to support digital health communication in low-literacy populations.

#### **Expected Outcomes**

##### **1. Evidence-Based AI Health Framework**

A reusable, region-specific framework guiding the development and deployment of AI solutions in rural health systems.

##### **2. Enhanced Local Capacity**

A new generation of AI-literate clinicians, engineers, and public health professionals capable of designing and implementing relevant health innovations.

##### **3. Research and Innovation Outputs**

Increased volume and quality of research outputs from LMIC contexts, including peer-reviewed publications and validated tools.

##### **4. Improved Rural Healthcare Access**

Scalable AI solutions for early diagnosis, patient triaging, and decision support in rural and underserved settings.

##### **5. Stronger Global and Regional Collaborations**

Deeper partnerships with WHO, HAINet, and academic networks, cementing NAAMII's role as a regional leader in responsible and impactful health AI.

#### **Ownership of the project**

**NAAMII's Core Responsibility:** NAAMII will serve as the lead organization overseeing design, implementation, mentorship, and knowledge dissemination of the project.

**Lab-Level Accountability:** Research labs (TOGAI, BMLL, CESP, TrAI) will own the technical development of AI models, dataset curation, and clinical validation in collaboration with healthcare partners.

Stakeholder Partnerships: Collaborating hospitals, universities, and global networks (e.g., HAINet) will jointly own components such as student mentorship, data-sharing, and event co-hosting.

#### **Role and responsibilities of NAAMII**

- Act as the lead implementing institution, designing and executing AI-for-health research and capacity-building initiatives in rural Nepal.
- Host and mentor students and residents through structured internships and thesis support across ongoing AI health projects.
- Lead the research and knowledge generation through its research groups working in AI and healthcare.
- Organize conferences, workshops, and hackathons in collaboration with HAINet and local institutions to promote AI integration in health.
- Maintain ethical and scientific standards in project execution, ensuring transparency, inclusiveness, and scalability.
- Provide technical support to WHO for the implementation of AI-driven health care solutions in rural areas.

#### **Roles and responsibilities of WHO**

- Provide technical support to ensure alignment with global health priorities and WHO frameworks.
- Technical collaboration with NAAMII and facilitate knowledge exchange with other collaborating centers and stakeholders globally.
- Support dissemination and policy uptake of findings for broader use in LMICs.
- Assist in monitoring and evaluating the impact of the project to support global scale-up.
- Help mobilize global partners and encourage cross-border collaboration on AI-for-health in underserved communities.

#### **Additional Information Relevant to the Project**

NAAMII is the pioneering institution in Nepal for interdisciplinary AI research in Nepal. A number of research groups at NAAMII work in healthcare including TOGAI, BMLL and TrAI. These groups have brought over USD 2 million in research funding in health AI. The faculties involved have published hundreds of top-tier scientific publications. It is currently leading multiple health AI initiatives with some spanning multiple countries such as AI-powered task shifting in obstetrics ultrasound where 5 countries from Africa and South Asia are involved.

NAAMII serves as the national lead for HAINet ([hainet.org](http://hainet.org)), providing access to a global collaborative network and playing a key role in the co-organization of HAICON 2024.

It has been organizing the largest in-person annual AI school in South-East Asia, where participants from more than 20 countries have come to study in this 11-day school (Annual Nepal AI School, ANAIS).

Each of NAAMII's labs contributes specific expertise to the project:

TOGAI: Aims to identify and solve difficult and important problems in global health.

BMLL: focuses on theoretical and applied research in Machine learning

CESP: Specializing in deep learning for endoscopic image analysis, with validated models for polyp detection through international challenges.

Research using Artificial Intelligence in Neuroscience: Focuses on AI & Neuroscience.

Computational Genomics Lab (CGL): Aims to solve complex problems in biological sciences using computational techniques

Translating Advances In Artificial Intelligence Into Health Services (TrAI) translates the advances in artificial intelligence and digital health and the tools that it develops into health services, with a special focus on meeting the health needs of resource limited settings.

### **Benefit to WHO**

NAAMII demonstrates established competencies and specialized expertise in the deployment of artificial intelligence methodologies within healthcare systems. Strategic partnership with NAAMII leverages complementary technical capabilities that, under optimal implementation frameworks, possess the capacity to catalyze paradigmatic shifts in healthcare delivery within resource-limited environments.

Key Strategic Contributions:

Healthcare Innovation Enhancement: Amplifies WHO's capacity-building initiatives in primary healthcare innovation and AI-enabled health system strengthening across Low- and Middle-Income Countries (LMICs) through evidence-based technological interventions.

Universal Health Coverage Advancement: Contributes to WHO's Universal Health Coverage (UHC) objectives through the development and implementation of community-based diagnostic innovation platforms, enhancing healthcare accessibility and quality at the population level.

Scalable Implementation Framework: Provides WHO with a validated, replicable model for AI-integrated healthcare delivery systems that incorporate contextual adaptation mechanisms specifically designed for resource-constrained operational environments.

Research and Development Capacity: Facilitates the advancement of both theoretical frameworks and empirical research methodologies in artificial intelligence applications within

healthcare domains, with emphasis on population-level health outcomes and societal benefit maximization.

### Expected Duration

The duration of the project will be 2 years starting from Aug 1, 2025 to July 30, 2027.

### Submitted by:

Dr. Bishesh Khanal

Director and Research Scientist

NAAMII

[bishesh.khanal@naamii.org.np](mailto:bishesh.khanal@naamii.org.np) +97761596752

### Contact:

Udit Chandra Aryal

Grant, Partnership and Program Manager

NAAMII

[udit.aryal@naamii.org.np](mailto:udit.aryal@naamii.org.np) +9802378532

Date: 17-July-2025