

PROJECT COLLABORATION AGREEMENT

Final version, 2024-06-11

amongst

the International Telecommunication Union
Place des Nations
1211 Geneva 20
Switzerland
(hereinafter referred to as "ITU")

and

the World Health Organization
20, Avenue Appia
1211 Geneva 27
Switzerland
(hereinafter referred to as "WHO")

and

the World Intellectual Property Organization
34, chemin des Colombettes
1211 Geneva 20
Switzerland
(hereinafter referred to as "WIPO")

WHEREAS, ITU is the United Nations specialized agency for information and communication technologies (ICTs), and works through establishing public-private collaborations to help shape the future ICT policy and regulatory environment, global standards, and best practices to facilitate access to ICT services;

WHEREAS, WHO is a United Nations specialized agency for international public health, and provides leadership on global health matters, shapes the health research agenda, sets health norms and standards, articulates evidence-based policy options, provides technical support to countries, and monitors and assesses health trends;

WHEREAS, WIPO is an intergovernmental organization and a specialized agency of the United Nations, whose mission is to lead the development of a balanced and effective global intellectual property (IP) ecosystem to promote innovation and creativity for a better and more sustainable future; and

WHEREAS ITU, WHO and WIPO (hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**") have recognized the need to collaborate towards establishing a global coordination space to harness the power of artificial intelligence (AI) for health.

WHEREAS, the Parties now wish to enter into this Project Collaboration Agreement (hereinafter referred to as this "**Agreement**") to set out the terms and conditions upon which they will carry out the abovementioned collaboration.

NOW, THEREFORE, the Parties hereby agree as follows.

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 the Project activities by a Party is subject to that Party's regulations, rules, policies and administrative practices.

1.3 The specific terms and conditions applicable to the details of the present collaboration and the implementation of the activities in Annex 1, as well as any other rights, roles, and responsibilities of each of the Parties (in addition to those already contained in this Agreement) in connection with such activities, may be set forth in one or more subsequent written agreements, project documents, UN-to-UN transfer agreements, and/or other instruments, which will be separately negotiated, agreed to, and signed by the Parties following the execution of this Agreement. Each such agreement, project document, UN-to-UN transfer agreement, and any other instrument under this paragraph shall be subject to, shall be consistent and not conflict with, and shall be construed in accordance with the terms and conditions of this Agreement.

2. Funding

2.1 Unless otherwise decided by the Steering Committee of the Project under Section 2.4 below, each Party shall remain responsible for securing the funds required to implement the envisioned Project activities for which it is responsible under the Project. Each Party will make efforts for financing the Project either from within its own budget or fundraising from external partners in accordance with Section 2.2 below. The implementation of each Project activity is subject to the availability of sufficient human and financial resources.

2.2 Any fundraising from external partners for the Project will be decided jointly by the Parties, acting through the Steering Committee, and shall be in accordance with the respective regulations, rules, policies and administrative practices of the Parties.

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 relevant Party's audit rules and procedures and a copy of the report of the external auditor shall be sent to the other Parties, if so requested, as soon as it becomes available.

2.4 The Steering Committee will oversee resource mobilisation and decide on funding allocation based on the envisioned Project activities and availability of financial resources. In the event that such resources are not sufficient to cover all anticipated costs and expenses associated with the envisioned Project activities, the Steering Committee shall have the authority to review and, if necessary, revise the scope of the Project and/or adjust the budget to align with the funds available, and each Party will use reasonable efforts to implement the aforementioned revisions in its agreements with external partners. This may include prioritizing certain activities, deferring or scaling down some aspects of the Project, or identifying additional funding sources.

2.5 Funding may be transferred between the Parties as necessary and in agreement with the Steering Committee guidance and in line with the defined project plan. Any transfer of resources among any of the Parties to carry out Project activities shall be made under the UN-to-UN Transfer Agreement (as presently recommended by the United Nations Fiduciary Management and Oversight Group) or under another appropriate separate agreement to be negotiated and agreed to in good faith by the Parties.

3. Copyright and publications; dissemination

3.1 Publications, if any, 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 arising from or relating to the Project shall be vested in that Party, who may publish the work provided that the other Parties have been given the opportunity to comment on the work and any references to such other Parties before publication, which comments shall be given due consideration by the publishing Party.

3.3 Unless otherwise agreed in writing by the Parties:

- a) copyright in any jointly prepared work arising from or relating to the Project shall be vested jointly in all Parties and in equal, undivided shares;
- b) jointly prepared works arising from or relating to the Project will be made available under a Creative Commons Attribution-Non Commercial-Share Alike 3.0 Intergovernmental Organization (CC BY-NC-SA 3.0 IGO¹) license;
- c) WHO shall serve as copyright administrator for such jointly prepared works and will act as the contact for third parties with regard to requests not covered by said Creative Commons license. The Parties will jointly decide on such requests with a view to facilitate public accessibility and allow the broadest possible use of the aforesaid jointly prepared works.

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 any commercial advertising or be used for the promotion of any commercial entity, product or service.

3.6 With guidance from the Steering Committee, the Parties shall decide jointly on any dissemination of the Project information over the Internet.

4. Confidentiality

4.1 In the context of this Agreement and/or the Project, a Party (in such capacity, the "**Disclosing Party**") may disclose to each of the other Parties (in such capacity, a "**Receiving Party**") certain information, whether in written, oral, visual or other format, which the Disclosing Party considers to be confidential and/or proprietary to the Disclosing Party or third parties collaborating with it (collectively, "**Confidential Information**"). When providing any Confidential Information to any Receiving Party, the Disclosing Party shall clearly mark or otherwise identify it as "confidential". Each Receiving Party shall take all reasonable measures to keep the Confidential Information as strictly confidential and shall only use and disclose the Confidential Information for the specific purpose for which it was provided. Each Receiving Party shall be entitled to disclose the Confidential Information to third parties, provided, however, that such third parties: (a) have a need to know the Confidential Information for the specific purpose for which it was provided, and (b) are bound by obligations of confidentiality and restrictions on use that are substantially similar to those applicable to the Receiving Party hereunder.

¹ <https://creativecommons.org/licenses/by-nc-sa/3.0/igo/>.

4.2 Notwithstanding the foregoing, there shall be no obligation of confidentiality or restriction on use with respect to any information if and to the extent the Receiving Party is able to prove (as evidenced by written records) that:

- a) the information was publicly available or the subject of public knowledge at the time of its receipt from the Disclosing Party is publicly available; or
- b) the information becomes publicly available or the subject of public knowledge through no fault of the Receiving Party; or
- c) the information was already lawfully known to the receiving Party prior to its receipt from the Disclosing Party; or
- d) the information was properly obtained by the Receiving Party from a third party that has a valid right to disclose such information to the Receiving Party, and is not under any obligation of confidentiality and/or restriction on use or disclosure; or
- e) the information was subsequently and independently developed by the Receiving Party without any use of or reliance on any Confidential Information of the Disclosing Party.

5. Use of logo and promotional activities

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

5.2 Without the prior written consent of each other Party, a Party shall not, in any press release, statement or material of any publicity, 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. No Party shall have the authority to make any statements, representations, or commitments of any kind for or on behalf of, or to take any action which shall be binding on, any other Party, except as may be explicitly provided for in this Agreement or authorized in writing by the other Party(ies).

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 any other party, or such 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 Section. 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 ITU: International Telecommunication Union
 Attention: Bilel Jamoussi and Simão Campos
 Place des Nations
 1211 Geneva 20
 Switzerland
 Tel: +41 22 730 6805
 Email: bilel.jamoussi@itu.int, simao.campos@itu.int

If to WHO: World Health Organization
 Attention: Alain Labrique and Sameer Pujari
 20, Avenue Appia
 1211 Geneva 27
 Switzerland
 Tel.: +41(0)227914447, +41(0)227913314
 Email: labriquea@who.int, pujaris@who.int

If to WIPO: World Intellectual Property Organization
 Attention: Edward Kwakwa, with a copy to Dalila Hamou
 34, chemin des Colombettes
 1211 Geneva 20
 Switzerland
 Tel: +41(0)22 338 9676
 Email: edward.kwakwa@wipo.int cc: dalila.hamou@wipo.int

8. Duration, termination and modification

8.1 This Agreement shall be valid for an initial period of five (5) years, commencing on the last date of its signature by a Party hereto (the "Effective Date") and ending on the fifth anniversary of the Effective Date. This Agreement may be terminated earlier by any Party for cause, or without cause, by giving three months' notice in writing to the other Parties. The Parties may agree in writing to extend this Agreement for subsequent periods of five years on the same terms and conditions.

8.2 In the event of expiration or early 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. The terms of this Agreement which, by their nature, are intended to survive the expiration or early termination of this Agreement shall continue to apply. The Parties shall consult with each other and decide on a case-by-case basis on the continuation or early termination of any other agreements, project documents, UN-to-UN transfer agreements, and/or other instruments that have been separately negotiated and executed pursuant to or in connection with Section 1.3 above.

8.3 This Agreement may be modified by joint written consent signed by each of the Parties.

8.4 This Agreement (together with its Annex 1) constitutes, as of the Effective Date, the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior arrangements, negotiations, communications and/or understandings, whether written or oral, of the Parties with respect to such subject matter.

9. Compliance with rules, regulations and policies; zero tolerance for sexual misconduct

9.1 Consistent with Section 1.2 of this Agreement, each Party shall carry out the activities contemplated under this Agreement and the Project in accordance with such Party's own internal rules, regulations, policies and practices including, without limitation, those relating to: (a) sexual misconduct, including sexual exploitation, sexual abuse, sexual harassment and other types of prohibited sexual behaviour; (b) abuse of authority, harassment and other types of abusive conduct; and (c) fraud and corruption (all of the foregoing, collectively, "**Standards of Conduct**").

9.2 Throughout the entire duration of this Agreement, each Party shall: (a) take reasonable and appropriate measures to prevent violations of such Party's Standards of Conduct, including by its employees and contractors; and (b) take timely and appropriate action under its rules, regulations, policies, and procedures — including, but not limited to, investigation in accordance with its Standards of Conduct — to respond to any actual or suspected violations of such Party's Standards of Conduct.

9.3 The Parties have zero tolerance towards any form of sexual misconduct (an all-inclusive term which includes sexual exploitation, sexual abuse, sexual harassment and all forms of the prohibited sexual behaviour), harassment and other types of abusive conduct. The Parties shall comply with their respective policies dealing with ethics and professional conduct, anti-bribery, anti-corruption, workplace harassment and violence.

10. Anti-terrorism and UN sanctions; fraud and corruption

Each of the Parties represents and warrants for the entire duration of this Agreement that:

- a) 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, and that it shall not make any payment or provide any 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;
- b) It shall not engage in any fraudulent or corrupt practices in connection with the implementation of this Agreement and/or the Project;
- c) It has taken and shall continue to take all necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices in connection with the implementation of this Agreement and/or the Project.

11. Privileges and immunities

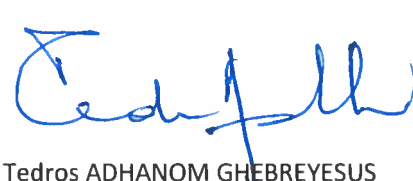
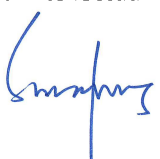
Nothing in this Agreement shall constitute, or be deemed to constitute, a waiver, express or implied, of any of the privileges and immunities enjoyed by each Party under any source of law, including by virtue of its status as Specialized Agencies of the United Nations, and/or a possibility of submitting any Party to the jurisdiction of any national court or tribunal.

12. Settlement of disputes

The Parties will use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement and/or the Project (including, but

not limited to, the implementation thereof and/or any breach thereof). Any such dispute, controversy or claim which is not settled within sixty (60) days from the date a Party has notified in writing the other Parties of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, will be resolved through consultation among the Executive Heads of each of the Parties or their duly designated representatives.

IN WITNESS WHEREOF, this Agreement is executed as follows:

Signed on behalf of the International Telecommunication Union  Digitally signed by Doreen Bogdan- Martin Date: 2024.09.19 14:40:52 +02'00' Doreen BOGDAN-MARTIN Secretary-General Date	Signed on behalf of the World Health Organization  Tedros ADHANOM GHEBREYESUS Director-General Date
Signed on behalf of the World Intellectual Property Organization  2024.09.23 11:21:21 +02'00' Daren TANG HENG SHIM Director General Date	

ANNEX 1

Project description for the Global Initiative on Artificial Intelligence for Health (GI-AI4H)

Introduction

Considering their ongoing commitment to achieving the sustainable development goals (SDGs) and considering the increasing adoption of artificial intelligence (AI) solutions for health, three United Nations specialized agencies (namely, the International Telecommunication Union (ITU), the World Health Organization (WHO) and the World Intellectual Property Organization (WIPO)), within their fields of specialization, have established the Global Initiative on Artificial Intelligence for Health (GI-AI4H) as described in this concept note. Its main objective is to enable and to facilitate the adoption by countries and other relevant stakeholders of AI solutions in health ecosystems through the implementation of targeted on the ground projects and programmes to deliver on the health-related SDGs.

Background

The last two decades have seen an explosion of technologies that are transforming how we work and live in an increasingly interconnected digital world. The emergence of frontier technologies including AI is at the heart of what is sometimes termed Fourth Industrial Revolution or Industry 4.0. Frontier technologies are changing how we do business, how we innovate and create, and the rate of change is increasing exponentially. Healthcare has not been insulated from the digital revolution we are seeing sweeping across all sectors. AI is already a key source of transformation and disruption in the health innovation space. At its core, however, it is crucial to remember AI is being used to support technologies that save lives. In relation to health, while AI is a "general purpose" technology, it can be deployed in just about any facet or activity of the sector, from clinical decision-making and public health to biomedical research and drug development, to health system administration and service redesign. In this way, the potential of AI for health is profound.

In recognition of the growing importance of digital health technologies—including AI— the WHO Member States unanimously adopted the resolution on Digital Health during the 71st World Health Assembly on 26 May 2018 in Geneva, Switzerland². During the opening speech of the 144th session³ of the WHO Executive Board on 24 January 2020 in Geneva, Switzerland, Dr Tedros Adhanom Ghebreyesus, the Director-General of WHO, reinforced the importance of digital health (and, particularly, AI for health):

"The future of health will be influenced by digital health significantly [and WHO must] embrace it, but at the same time, WHO should be ahead of the curve in digital health, in order to contribute to global health [...] working with the International Telecommunications Union to find new ways of using artificial intelligence to get care to remote communities". In response, the WHO-ITU Focus Group on Artificial Intelligence for Health (FG-AI4H)⁴ was created by the WHO and ITU in 2018 and run until 2023 to explore the potential for standardization work in the application of AI to health. It has looked at and created

² World Health Organization. (2018). Resolution 71.7 on Digital Health. Seventy-First World Health Assembly. https://apps.who.int/qa/ebwha/pdf_files/WHA71/A71_R7-en.pdf

³ World Health Organization. (2019). Opening speech at the 144th session of the Executive Board. Retrieved from: <https://www.who.int/director-general/speeches/detail/opening-speech-at-the-144th-session-of-the-executive-board>

⁴ International Telecommunication Union. (2023). Focus Group on Artificial Intelligence for Health. <https://www.itu.int/go/fqai4h>.

guidance (including open-source implementations) on the benchmarking of AI for health solutions.⁵ The benchmarking framework has ten cross-cutting guidance and 24 topic areas in the process of developing benchmarks in line with the WHO Global Strategy on Digital Health 2020-2025⁶.

AI and digital transformation are key strategic directions for ITU to pursue. The ITU Plenipotentiary Conference in 2022 passed Resolution 214 fostering the studies, information-sharing, capacity building and ecosystem for deployment of AI technologies. It reflects the importance seen by its members on ITU studies on the application of AI for ICTs since 2017 and many of its strategic priorities focus on facilitating meaningful digital transformation. Resolution 214 recognizes the very successful AI for Good platform that started in 2017 promote dialogues on the use of AI in all sectors and has been a catalyst for many work streams in ITU as well as capacity building for the members ITU and of other UN organizations. The AI for Good platform assisted in the identification of many standards development workstreams; in addition to health, studies on application of AI techniques have progressed in various sectors in addition to health, such as agriculture, natural disaster management, and autonomous driving.

WIPO has similarly seen an explosion in interest in AI from its Member States. The 2022 World Intellectual Property Report found that digital-related innovation is growing 170 per cent faster than all other patent categories over the last five years. AI patenting is growing 718% faster than average, followed closely by big data, over the last five years. In this rapidly changing environment, intellectual property (IP) continues to have key role to play in shaping appropriate ecosystems and fostering innovation and creativity. But it will also play a fundamental role in enabling access to innovation, which is of paramount importance in the health space. As a result, WIPO has been supporting stakeholders including its Member States to look carefully at questions about the relationship between AI and IP including how IP supports innovators find partners and collaborators for their AI-driven innovations and the role of AI in the health innovation process. An example is the WIPO Conversation on IP and Frontier Technologies, a leading forum bringing together private enterprises, IP professionals, innovators, and creators to connect with the work of policymakers and tackle challenging questions around IP and frontier technologies such as AI. WIPO has started translating the valuable insights from these Conversations into practical, useable tools for all stakeholders seeking to shape their IP ecosystem and to foster innovation and creation in this space.

Rationale

Given the transformative impact of AI on health and the ongoing and deepening discussions about the new ways of innovating in the healthcare sector, the time really is ripe to bring together ITU, WHO and WIPO to share their technical expertise and networks, in line with their mandates, to address key challenges and opportunities regarding the use of AI, in particular the use of AI to promote the realization of all health-related SDGs.

With the growing evidence based on the importance and relevance of AI for health and the increasing request by their membership for support for policy and guidance around governance, implementation and evaluation of AI for health technologies, ITU, WHO and WIPO (each, a "Founding UN Agency" and collectively, the "Founding UN Agencies") have recognized the need/opportunity to collaborate in connection with a Global Initiative on AI for Health (the "GI-AI4H") to make the best of AI a reality for all.

The FG-AI4H has set a strong foundation and the GI-AI4H will build on and expand the last five years of work undertaken. It will provide an overarching enabling structure for contributions from the public and

⁵ Thomas Wiegand et al., *WHO and ITU Establish Benchmarking Process for Artificial Intelligence in Health*, 394 *THE LANCET* 9 (2019), <https://linkinghub.elsevier.com/retrieve/pii/S0140673619307627>.

⁶ World Health Organization. (2021). *Global strategy on digital health 2020-2025*. <https://apps.who.int/iris/handle/10665/344249>.

private sector, regulators, academics, and civil society to be impactful in a globally representative, democratic, and diverse collaboration.

Objectives

The GI-AI4H is a joint collaboration between ITU, WHO and WIPO that leverages on the strengths and expertise of each of the organizations. The overarching objective of the GI-AI4H is to harness the power of AI for the benefit of health. It will achieve this by developing evidence-based guidance and materials, by facilitating knowledge sharing between relevant stakeholders and by supporting implementation of evidence-based AI for health programs.

Specifically, ITU, WHO and WIPO will work together to undertake activities that would support stakeholders enable, facilitate, and implement the adoption of AI-based technologies for health. Accordingly, the GI-AI4H will be structured around the following key functions (or pillars): Enable, Facilitate, and Implement (See Figure 1):

1. The **Enable** function focuses on providing technical support for the development of policy, guidance, regulations and legislations, norms and standards, along with the evidence to support Member States to use AI as the enabler for health care systems and services. This function continues the FG-AI4H work to establish the foundational principles, standards, and guidelines for AI4H development and implementation.
2. The **Facilitate** function facilitates knowledge and resource sharing through the Initiative between countries, partners, and the creation of a community of practice, as well as convenes experts for the development of deliverables under the Enable function.
3. The **Implement** function supports countries in taking evidence-based AI for health programs to strengthen health systems and services. This function would support building sustainable models of AI for health programs at country level and comprehensive support for executing large-scale deployment. It offers the essential roadmap for transitioning AI4H projects or products to large-scale sustainable implementation leveraging the foundational principles of the Enable function.



Figure 1: GI-AI4H three key functions

Structure

The governance and operational structure of the GI-AI4H is illustrated in Figure 2.

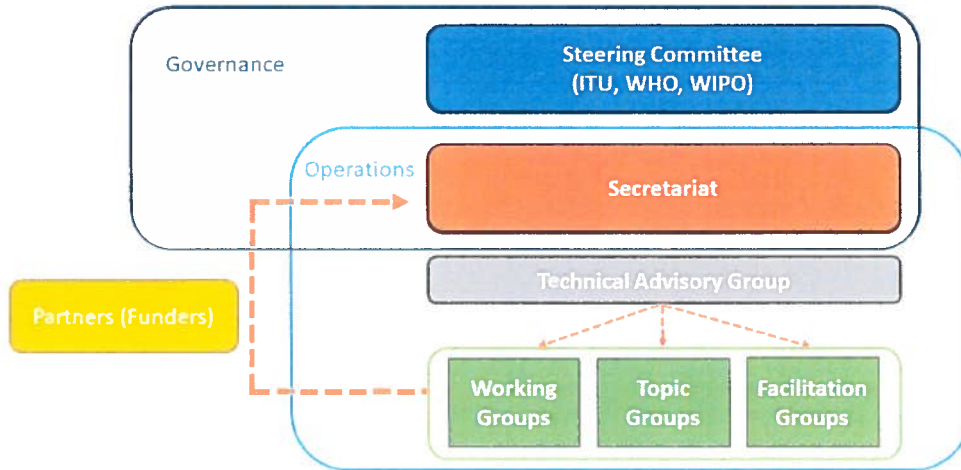


Figure 2: GI-AI4H structure

The **Steering Committee** is made up of nine representatives (three nominated by each Party). It will be the GI-AI4H final decision-making authority under the respective heads of the respective organizations. It will meet at least twice a year including to agree the GI-AI4H strategic priorities and resourcing as expressed through a yearly workplan as developed by the Secretariat with input from the technical/operational groups of the GI-AI4H (see TAG, below). The Steering Committee will take decisions by consensus based on input from the Secretariat. The Steering Committee will appoint three of its members to be the Secretariat of the project, with each representing a Founding UN Agency.

The **Secretariat** is the functional team comprised of working-level staff from ITU, WHO and WIPO. It will be responsible for operationalizing and delivering the functions of the GI-AI4H in line with the workplan and budget agreed by the Steering Committee. The Secretariat will make interim decisions by consensus on the implementation of the project, to be finally approved by the Steering Committee.

The **Technical Advisory Group (TAG)** is a technical leadership group under the advisement of the Secretariat, on technical matters relating to the Project. The TAG may conduct its work through subgroups such as **working groups (WGs)**, specific **topic groups (TGs)**, or **facilitation groups (FGs)**. Each is defined as follows:

- **Working groups (WGs)** are groups identified by the Secretariat to work on cross-cutting areas such as ethics, governance, regulations etc. The group will be comprised of members experts identified by the Secretariat.
- **Topic groups (TGs)** are groups identified by the Secretariat to work on topic specific health areas such as AI in climate and health, AI in cancers, AI in sexual reproductive health etc. The group will be comprised of members experts identified by the Secretariat.
- **Facilitation groups (FGs)** are groups identified by the Secretariat by sector areas such as Academic institutions, civil society groups, patient groups, research groups etc. The group will be comprised of experts identified by the Secretariat.

Members of these technical groups/subgroups will be required to (i) first complete, sign and return to the Parties a Confidentiality Undertaking as well as a Declaration of Interest Form; and (ii) be screened subject to and in accordance with the relevant policies, procedures and practices of ITU, WHO and WIPO.

Each of the above groups will have co-chairs, as well as detailed terms of reference and a workplan for their respective work, both of which shall be in consultation and agreement with the Secretariat.

The TAG will take relevant inputs from the WGs, TGs and FGs to support the development of technical guidance, information, and support for the Secretariat on request. The composition of the TAG will be selected by the Secretariat (in consultation with the relevant stakeholders as and where appropriate) and approved by the Steering Committee.

The TAG will be chaired by co-chairs nominated by the Steering Committee and may include but is not limited to co-chairs of TGs, WGs, and FGs, who are selected by the Secretariat for participation in the TAG, provided they have expertise in the relevant areas. The coordination of the day-to-day TAG activities will be managed by the TAG co-chairs under the guidance of the Secretariat.

Partners are external entities agreed by the Steering Committee who will provide financial resources to support the three GI-AI4H key functions.

To support GI-AI4H, the roles and responsibilities of the UN Founding Agencies are:

ITU:

- Facilitate resource and knowledge sharing through a global network.
- Facilitate partnerships.
- Provide technical expertise and strengthen knowledge sharing for the development of normative technical guidance, policies and standards on topics related to AI, health, digital transformation and ICTs.
- Support collaborative research and lead implementation of normative technical guidance, policies and standards on AI for health, including open source.

WHO:

- Provide technical expertise and strengthen knowledge sharing to enable the development of normative technical guidance, policies and standards.
- Facilitate resource and knowledge sharing through a global network.
- Contribute to the implementation of AI for health systems through technical support and building sustainable models.
- Support collaborative research and lead implementation of normative technical guidance, policies and standards on AI for health.

WIPO:

- Enable scoping of and support identification of existing IP policies and their current impact on the use of IP and AI for health.
- Facilitate knowledge sharing of the effective management of IP to support the use of AI for health through a global network of key stakeholders from the private and public sector.
- Provide technical expertise on IP in the areas of AI and strengthen knowledge sharing on topics related to AI, health and intellectual property policy, particularly on issues which may be relevant to AI for health in the future.
- As appropriate, advocate for appropriate governance and an ethical implementation of AI for health.

Project Plan 2024-2026

Through the following project plan the GI-AI4H will:

01. Enable technical guidance, policies, and standards

Development and release of several deliverables containing technical guidance, policy briefs and standards addressing pressing global health needs, research gaps and governance challenges in the use of AI for health. These technical products may serve as an overarching guide for Member States and stakeholders to design, develop, regulate, and deploy AI solutions that bring health benefits to everyone, everywhere.

Examples include:

- ITU: Technical specifications (e.g. ITU-T Rec. F.780.2), past FG-AI4H Deliverables, Technical Reports.
- WHO: Regulations guidance on AI for health, Ethics guidance on AI for health, Guidance on AI and TB, Guidance on AI and SRHR, Implementation guidelines.
- WIPO: IP Guidelines to manage AI for health, Toolkits on licensing, technology transfer and access models for AI, Good practice case studies, Training courses by WIPO Academy and country requested capacity building and technical assistance on IP for AI.

02. Facilitate knowledge sharing through a global network

Convene experts in a TAG group. With support of the TAG, the GI-AI4H may run meetings and consultations such as workshops and technical seminars to inter alia assess and analyse current uses of AI for health, discuss actions or steps to facilitate the use of AI for health benefits including healthy living and well-being in all countries and at all ages, and discuss and progress draft and existing deliverables. The GI-AI4H may promote the development of policy and governance guidance on AI for health, foster the development of an implementation toolkit on topic areas relevant to AI for health, and support key stakeholders and Member States to facilitate the implementation of the technical products developed.

Examples include:

- Deliver support and mechanisms to facilitate AI4H implementation including:
 - Facilitation groups (public health agencies, academic and research, AI agencies and regulators, investors, industry contributors etc.).
 - The Open Code Infrastructure through software implementation of standards and guidelines stemming from the enablement pillar.
 - An Innovation Factory platform connecting donors (such as foundations or venture capital (VC) funds) with potential implementers.
- For AI4H projects/products, the work and support will for example facilitate or contribute to the creation of
 - Data gathering, annotation, and testing.
 - Clinical evaluations, encompassing everything from proof-of-concept to studies, trials, and validation.
 - Guidance on the role of IP and AI in the health innovation process.
 - Cost-effectiveness assessments.

03. Sustainable models of AI program implementation at the country level

Promote the use of technical guidance, policy and standards including through ITU, WHO, WIPO and Regional and Country Offices by piloting "AI for Public Health" in all WHO regions with country delegates and relevant stakeholders, to accelerate countries' good governance of digital health, and to support the appropriate use of policies relevant to AI for health. The initial phase will encompass a selection of no more than two countries per region.

Examples include:

- Deliver support and mechanisms for execution of sustainable large-scale implementations of AI4H at the country/regional level including support via:
 - Facilitation and implementation groups.
 - Innovation Factory platform connecting donors (such as foundations or VC funds) with potential implementers.
 - Country implementation programs.
 - Developer workshops.
 - Country workshops.
- For country or hospitals considering the deployment of an AI4H implementation, the work and support will facilitate or contribute to the creation of acceptance criteria for AI4H implementations.
- For AI4H adopters/implementers, the work and support will facilitate or contribute to the creation of
 - Scale-up planning detailing the extent of deployment.
 - Business / financing model describing the financial basis of the deployment including installation, maintenance, etc.
 - Ethics approvals.
 - Regulation consideration and proceedings.
 - Strategies to support innovators finding partners and collaborators for their AI-driven innovations.
 - Execution plans.
 - Evaluation plans.

Project Plan

Pillar	Target	KPI 2024/2025
Enable	Development and publication of technical products relevant to Member State priorities in relation to AI and health reflecting the technical expertise of ITU, WHO and WIPO	Publications of [two] technical products including research, guidance, policy briefs including case studies
Facilitate	Create a global community of AI for health experts working on the ground to explore key issues at the intersection of IP, health and ICT policy	GI-AI4H TAG activities set up and agreed by Steering Committee with at least ten TAG Members

	Facilitate resource and knowledge sharing on core issues through this global network	A knowledge dissemination webinar exploring areas of relevant to each organization with input from TAG At least one side event at WHA/AI4G Summit/WIPO GA At least one regional workshop for country program planning
Implement	Implementation of health-related AI systems in selected Member States	One Member State for each of WHO regions (with a total of at least 2 Member States each year after year 2 of the initiative adopting AI-specific policies and programmes in relation to AI and health with support from ITU, WHO and WIPO) Operationalization of the Open Code Infrastructure (OCI) as sample implementation of AI4H normative deliverables.

Roadmap

To achieve the GI-AI4H objectives, by 1Q 2025:

- Set up the Steering Committee and hold at least two meetings to set and monitor workplan;
- The Parties, acting through the Steering Committee and the Secretariat, will develop and agree upon detailed terms of reference and workplans for the work of the TAG and its initial set of WGs, TGs and FGs, as applicable.
- Transition of relevant FG-AI4H working groups and topic groups into the GI-AI4H.
- The GI-AI4H will develop a plan to further foster the development of the experts and practitioners community created by the FG-AI4H with relevant stakeholders (in particular, for facilitation and implementation tasks) that will be sustainable and global in nature by 4Q 2024.
- The GI-AI4H will establish a multi-agency core Secretariat team and organize a series of scoping exercises to structure the activities for its three pillars. The core secretariat will plan steps to construct a solid and longer-term team to deliver on the identified activities, as funding becomes available.
- The GI-AI4H will identify health, IP and telecoms topic areas of the highest priority to focus the facilitation and implementation functions.

Expected Initial Key Milestones

*All below contingent on available resources

By June 2024:

- Establishment of the GI-AI4H Steering Committee.
- Creation of initial GI-AI4H core secretariat office space in a no-cost location.
- Define the operational structure for the three pillars, including leadership.

- Annual retreat with the GI-AI4H leadership in Geneva.
- Organize a stakeholders meeting.
- Organize key events, for example AI for Good Summit and others to build community.
- Headway made towards securing a major foundational anchor grant for GI-AI4H continuity.
- Deliver on key products under the Enable, Facilitate and Implementation pillars.

By December 2024:

- Deliver on key products under the Enable, Facilitate and Implementation pillars.
- Global convening of the different stakeholders for the GI-AI4H to take stock and seek inputs for enhancements of the program of the initiative.
- Annual retreat with the GI-AI4H leadership.

By June 2025:

- Annual retreat with the GI-AI4H leadership.
- Built relationships with key partners globally, to engage country partners in new ways.
- Identify Torchbearer(s)/Champions for the initiative.
- Deliver on key products under the Enable, Facilitate and Implementation pillars.

By December 2025:

- Continued growth of GI-AI4H [local and] global community.
- Annual GI-AI4H global event.
- Held a major event with the Torchbearer(s) for the initiative.
- Further meetings and events held in Geneva with the Founding UN Agencies to advance the cause of AI technology in health.
- Deliver on key products under the Enable, Facilitate and Implementation pillars.

Over the period:

- The GI-AI4H may also offer both internships and fellowships, including student fellows or interns on the team. Any such internships/fellowships shall be carried out subject to and in accordance with the applicable rules, regulations, policies, procedures and practices of the relevant Party engaging the intern/fellow in question.
- The GI-AI4H will identify and continue to foster relevant special project deliverables such as the Open Code Infrastructure (OCI).
- Opportunities for challenges, ideathons and hackathons.
- Identify and promote networking opportunities between the supply and demand side.

Estimated Budget 2024-2029

Subject to and without prejudice to the provisions of the Project Collaboration Agreement (including, but not limited to, Article 2 (Funding) thereof):

- The GI-AI4H will be funded by resources that may be allocated for such purpose by the Founding UN Agencies, as well as by funds/resources raised from donors and other relevant entities.
- Activities to be carried out by the UN Founding Agencies, partners and expert groups in connection with this initiative are, as of the date of signature of the Agreement, initially estimated at 4-5 million USD per year, to be carried out over a five-year time frame.
- This tentative budget will be discussed and agreed by the Steering Committee on a regular basis.



Category	Total CHF
Enable	5M
Facilitate	5M
Implement	10M
Cross-cutting costs	5M
Total project support	25M*

* Includes program recovery costs (8-13%, UN Standard).