

### Thematic Text Comparison

The **Proposal for Negotiating Text of the WHO Pandemic Agreement** for the consideration of the Intergovernmental Negotiating Body at its seventh meeting and the **REVISED Draft of the Negotiating Text of the WHO Pandemic Agreement** for consideration of the Intergovernmental Negotiating Body at its ninth meeting

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The *Proposal for negotiating text of the WHO Pandemic Agreement* is used as the basis for comparison using a thematic approach, with a consequent review of the relevant provisions in the *REVISED Draft of the Negotiating Text of the WHO Pandemic Agreement*. This comparison document includes only the following themes: preamble, use of terms, objectives & principles, human rights, pandemic prevention and surveillance & One Health approach to pandemic prevention, preparedness and response, preparedness, health systems resilience and recovery, preparedness monitoring & functional reviews, research & development, sustainable and geographically diversified production, transfer of technology & know-how, access & benefit sharing, supply chain & logistics, national procurement- and distribution-related provisions, sustainable financing, Conference of the Parties (COP) and reports to the COP.

**Proposal for Negotiating Text of the WHO Pandemic Agreement (30 October 2023)**

**REVISED Draft of the Negotiating Text of the WHO Pandemic Agreement (7 March 2024)**

Preamble			
<b>Preamble</b>	<p>The Parties to the WHO Pandemic Agreement,</p> <ol style="list-style-type: none"> <li><i>Recognizing</i> that the World Health Organization is fundamental to strengthening pandemic prevention, preparedness and response, as it is the directing and coordinating authority on international health work,</li> <li><i>Recalling</i> the Constitution of the World Health Organization, which states that the enjoyment of the highest attainable standard of health is one of the fundamental rights of every human being without distinction of race, religion, political belief, economic or social condition,</li> <li><i>Recognizing</i> that the international spread of disease is a global threat with serious consequences for lives, livelihoods, societies, and economies that calls for the widest possible international cooperation in an effective, coordinated, appropriate and comprehensive international response while reaffirming the principle of sovereignty of States Parties in addressing public health matters,</li> </ol>	<b>Preamble</b>	<p>The Parties to the WHO Pandemic Agreement,</p> <p><i>Recognizing</i> that the World Health Organization is fundamental to strengthening pandemic prevention, preparedness and response, as it is the directing and coordinating authority on international health work,</p> <p><i>Recalling</i> the Constitution of the World Health Organization, which states that the enjoyment of the highest attainable standard of health is one of the fundamental rights of every human being without distinction of race, religion, political belief, economic or social condition,</p> <p><i>Recognizing</i> that the international spread of disease is a global threat with serious consequences for lives, livelihoods, societies and economies that calls for the widest possible international cooperation in an effective, coordinated, appropriate and comprehensive international response, while reaffirming the principle of sovereignty of States Parties in addressing public health matters,</p>

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4. *Noting* with concern that the COVID-19 pandemic revealed serious shortcomings in preparedness at national and global levels for timely and effective prevention and detection of, and response to, health emergencies,

5. *Deeply concerned* by the gross inequities at national and international levels that hindered timely and equitable access to medical and other COVID-19 pandemic-related products, notably vaccines, oxygen supplies, personal protective equipment, diagnostics, and therapeutics,

6. *Recognizing* the critical role of the whole-of-government and whole-of-society approaches at the country and community levels and the importance of international, regional, and cross-regional collaboration, coordination, and global solidarity in achieving sustainable improvements in pandemic prevention, preparedness, and response,

7. *Recognizing* the importance of ensuring political commitment, resourcing and attention across sectors, for pandemic prevention, preparedness and response,

8. *Reaffirming* the importance of multisectoral collaboration at national, regional, and international levels to safeguard human health, detect and prevent health threats at the animal and human interface, zoonotic spill-over and mutations, and to sustainably balance and optimize the health of people, animals, and ecosystems, in a One Health approach,

9. *Reiterating* the need to work towards building and strengthening resilient health systems, with skilled and trained health workers, to advance universal health coverage and to adopt an equitable approach to mitigate the risk that pandemics exacerbate existing inequities in access to services,

10. *Recognizing* that protection of intellectual property rights is important for the development of new medical products, and *recalling* that intellectual property rights do not, and should not, prevent Member States from taking measures to protect public health, and further recognizing concerns about the effects of intellectual property rights on prices,

11. *Underscoring* the importance of promoting early, safe, transparent and rapid sharing of samples and genetic sequence data of pathogens with pandemic potential, as well as the fair and equitable sharing of benefits arising therefrom, taking into account relevant national and international laws, regulations, obligations and frameworks, including the International Health Regulations, the Convention on Biological Diversity and its Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization, and the Pandemic Influenza Preparedness Framework, and

*Deeply concerned* by the gross inequities at national and international levels that hindered timely and equitable access to medical and other COVID-19 pandemic-related products, and the serious shortcomings in pandemic preparedness, Recognizing the critical role of whole-of-government and whole-of-society approaches at country and community levels, and the importance of international, regional and cross-regional collaboration, coordination and global solidarity in achieving sustainable improvements in pandemic prevention, preparedness and response,

*Recognizing* the importance of ensuring political commitment, resourcing and attention across sectors for pandemic prevention, preparedness and response,

*Reaffirming* the importance of multisectoral collaboration at national, regional and international levels to safeguard human health, including through a One Health approach,

*Reiterating* the need to work towards building and strengthening resilient health systems, with skilled and trained health and care workers, to advance universal health coverage and to adopt an equitable approach to mitigate the risk that pandemics exacerbate existing inequities in access to health services,

*Recognizing* that the protection of intellectual property rights is important for the development of new medical products, and recalling that intellectual property rights do not, and should not, prevent Member States from taking measures to protect public health, and further recognizing concerns about the effects of intellectual property rights on prices,

*Recognizing* Member States' sovereign rights over their genetic resources and underscoring the importance of promoting the early, safe, transparent and rapid sharing of samples and genetic sequence data of pathogens with pandemic potential, as well as the fair and equitable sharing of benefits arising therefrom, taking into account relevant national and international laws, regulations, obligations and frameworks

*Acknowledging* that unequal development in different countries in the promotion of health and control of disease, especially communicable disease, is a common danger that requires support through international collaboration, and that pandemic prevention, preparedness and response at all levels and in all sectors, particularly in developing countries, requires predictable, sustainable and sufficient financial, human, logistic and technical resources,

Have agreed as follows: [...]

	<p>also mindful of the work being undertaken in other relevant areas and by other United Nations and multilateral organizations or agencies,</p> <p>12. <i>Acknowledging</i> that pandemic prevention, preparedness and response at all levels and in all sectors, particularly in developing countries, require predictable, sustainable and sufficient financial, human, logistical and technical resources, and that unequal development across countries in the promotion of health and control of disease, especially communicable disease, is a common danger which require support through international collaboration,</p> <p>13. <i>Noting</i> the adoption of the Political Declaration of the High Level Meeting on pandemic prevention, preparedness and response, during the 78th United Nations General Assembly, which affirms the need to prioritize equity, respect for human rights and strengthen the capacity of pandemic prevention, preparedness and response,</p> <p><i>Have agreed</i> as follows: [...]</p>		
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**Use of terms**

<p><b>Article 1. Use of terms</b></p>	<p>1. For the purposes of the WHO Pandemic Agreement:</p> <p>(a) “genetic sequences” means the order of nucleotides identified in a molecule of DNA or RNA. They contain the genetic information that determines the biological characteristics of an organism or a virus;</p> <p>(b) “genomics” means the study of the total or part of the genetic or epigenetic sequence information of organisms, and attempts to understand the structure and function of these sequences and of downstream biological products. Genomics in health examines the molecular mechanisms and the interplay of this molecular information and health interventions and environmental factors in disease;</p> <p>(c) “infodemic” means too much information, false or misleading information, in digital and physical environments during a disease outbreak. It causes confusion and risk-taking behaviours that can harm health. It also leads to mistrust in health authorities and undermines the public health and social measures;</p> <p>(d) “One Health approach” means an integrated, unifying approach that aims to sustainably balance and optimize the health of people, animals and ecosystems. It recognizes that the health of humans, domestic and wild animals, plants and the wider environment (including ecosystems) are closely linked and</p>	<p><b>Article 1. Use of terms</b></p>	<p>1. For the purposes of the WHO Pandemic Agreement:</p> <p>(a) “biological materials” means clinical samples, specimens, isolates and cultures, either original or processed, of a pathogen;</p> <p>(b) “genetic sequence” means the order of nucleotides identified in a molecule of DNA or RNA, and contains the genetic information that determines the biological characteristics of an organism or a virus;</p> <p>(c) “genetic sequence data” means the order of nucleotides found in a molecule of DNA or RNA;<sup>1</sup></p> <p>(d) “manufacturer” means any entity that produces, for commercial purposes, including by means of licensing agreements, diagnostics, therapeutics or vaccines for infectious diseases;</p> <p>(e) “One Health approach” means an integrated, unifying approach that aims to sustainably balance and optimize the health of people, animals and ecosystems. It recognizes that the health of humans, domestic and wild animals, plants and the wider environment (including ecosystems) is closely linked and interdependent;</p>
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<sup>1</sup> Definition might need to be adjusted following finalisation of the negotiation within CBD on the scope of Digital Sequence Information, DSI that, in addition to DNA and RNA, might include proteins and metabolites.

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<p>interdependent. The approach mobilizes multiple sectors, disciplines and communities at varying levels of society to work together to foster well-being and tackle threats to health and ecosystems, while addressing the collective need for clean water, energy and air, safe and nutritious food, taking action on climate change, and contributing to sustainable development;</p> <p>(e) “pandemic” means the global spread of a pathogen or variant that infects human populations with limited or no immunity through sustained and high transmissibility from person to person, overwhelming health systems with severe morbidity and high mortality and causing social and economic disruptions, all of which require effective national and global collaboration and coordination for its control;</p> <p>(f) “pandemic-related products” means products that are needed for pandemic prevention, preparedness and response, and which may include, without limitation, diagnostics, therapeutics, medicines, vaccines, personal protective equipment, syringes and oxygen;</p> <p>(g) “Party” means a State or regional economic integration organization that has consented to be bound by this Agreement in accordance with its terms, and for which this Agreement is in force;</p> <p>(h) “pathogen with pandemic potential” means any pathogen that has been identified to infect humans and that is potentially highly transmissible and capable of wide, uncontrollable spread in human populations and highly virulent, making it likely to cause significant morbidity and/or mortality in humans;</p> <p>(i) “persons in vulnerable situations” means individuals, groups or communities with disproportionate increased risk of infection, severity, disease or mortality in the context of a pandemic, including vulnerability due to discrimination on the basis of race, colour, sex, language, religion, political or other opinion, national or social origin, property, birth or other status;</p> <p>(j) “recipient” means receivers of WHO PABS Material from the WHO coordinated laboratory network, such as manufacturers of vaccines, diagnostics, pharmaceuticals and other products relevant to pandemic prevention, preparedness and response, as well as biotechnology firms, research institutions and academic institutions. Any manufacturer that enters into any contracts or formal agreements with recipients or laboratories in the WHO coordinated network for the purpose of using WHO PABS Materials on the manufacturer’s behalf for commercialization, public use or regulatory approval of that manufacturer’s vaccines, diagnostics or pharmaceuticals shall also be considered a recipient for purposes of this Agreement;</p>		<p>(f) “PABS sequence databases” means publicly accessible databases that meet and agree to legally binding terms of reference that include arrangements to notify users of benefit-sharing provisions under the PABS system;</p> <p>(g) “pandemic-related products” means products that are needed for pandemic prevention, preparedness and response, which may include, without limitation, diagnostics, therapeutics, vaccines and personal protective equipment;</p> <p>(h) “Party” means a State or regional economic integration organization that has consented to be bound by this Agreement, in accordance with its terms, and for which this Agreement is in force;</p> <p>(i) “pathogen with pandemic potential” means any pathogen that has been identified to infect a human and that is: novel (not yet characterized) or known (including a variant of a known pathogen), potentially highly transmissible and/or highly virulent with the potential to cause a public health emergency of international concern;</p> <p>(j) “persons in vulnerable situations” means individuals, groups or communities with a disproportionate increased risk of infection, severity, disease or mortality in the context of a pandemic;</p> <p>(k) “regional economic integration organization” means an organization that is composed of several sovereign states and to which its Member States have transferred competence over a range of matters, including the authority to make decisions binding on its Member States in respect of those matters;<sup>2</sup></p> <p>(l) “relevant diagnostic, therapeutic or vaccine” means a diagnostic, therapeutic or vaccine that is prequalified by WHO or has received a positive WHO Emergency Use Listing assessment or an authorization from a national regulatory authority for treatment, diagnosis or prevention of a disease in relation to which WHO has declared a public health emergency of international concern or characterized as a pandemic;</p> <p>(m) “universal health coverage” means that all people have access to the full range of quality health services they need, when and where they need them, without financial hardship. It covers the full continuum of essential health services, from health promotion to prevention, treatment, rehabilitation and palliative care; and</p> <p>(n) “WHO coordinated laboratory network” means laboratory alliances or networks coordinated by WHO in which each laboratory meets WHO standards and agrees to legally binding terms of reference that include arrangements to notify users of biological materials for pathogens with pandemic potential of benefit-sharing provisions under the PABS system.</p>
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<sup>2</sup> Where appropriate, ‘national’ will refer equally to regional economic integration organizations.

	<p>(k) “universal health coverage” means that all people have access to the full range of quality health services they need, when and where they need them, without financial hardship. It covers the full continuum of essential health services, from health promotion to prevention, treatment, rehabilitation and palliative care;</p> <p>(l) “WHO coordinated laboratory network” means the international network of laboratories, coordinated by WHO, that conduct year-round surveillance of pathogens with pandemic potential, assessing the risk of an emerging pathogen with pandemic potential, and assisting in preparedness measures;</p> <p>(m) “WHO PABS Material” means pathogen with pandemic potential, as defined genetic sequence data of such pathogens with pandemic potential.</p>		
<b>Objective &amp; principles</b>			
<p><b>Article 2. Objective and scope</b></p>	<p>1. The objective of the WHO Pandemic Agreement, guided by equity, the right to health and the principles and approaches set out herein, is to prevent, prepare for and respond to pandemics, with the aim to comprehensively and effectively address systemic gaps and challenges that exist in these areas, at national, regional and international levels.</p> <p>2. In furtherance of its objective, the WHO Pandemic Agreement applies at all times.</p>	<p><b>Article 2. Objective</b></p>	<p>The objective of the WHO Pandemic Agreement, guided by equity, and the principles and approaches set forth herein is to prevent, prepare for and respond to pandemics.</p>
<p><b>Article 3. General principles and approaches</b></p>	<p>To achieve the objective of the WHO Pandemic Agreement and to implement its provisions, the Parties will be guided, inter alia, by the general principles and approaches set out below.</p> <p>1. <b>Respect for human rights</b> – The implementation of this Agreement shall be with full respect for the dignity, human rights and fundamental freedoms of persons.</p> <p>2. <b>Sovereignty</b> – States have, in accordance with the Charter of the United Nations and the general principles of international law, the sovereign right to legislate and to implement legislation in pursuance of their health policies.</p> <p>3. <b>Equity</b> – Equity is at the centre of pandemic prevention, preparedness and response, both at the national level within States and at the international level between States. It requires, inter alia, specific measures to protect persons in vulnerable situations. Equity includes the unhindered, fair, equitable and timely access to safe, effective, quality and affordable pandemic-related products and services, information, pandemic-related technologies and social protection.</p>	<p><b>Article 3. Principles</b></p>	<p>To achieve the objective of the WHO Pandemic Agreement and to implement its provisions, the Parties will be guided, inter alia, by the following:</p> <p>1. Full respect for the dignity, human rights and fundamental freedoms of all persons, and the enjoyment of the highest attainable standard of health of every human being;</p> <p>2. The sovereign right of States to adopt, legislate and implement legislation, within their jurisdiction, in accordance with the Charter of the United Nations and the general principles of international law, and their sovereign rights over their biological resources;</p> <p>3. Equity as the goal and outcome of pandemic prevention, preparedness and response, ensuring the absence of unfair, avoidable or remediable differences among groups of people;</p> <p>4. Common but differentiated responsibilities and respective capabilities in pandemic prevention, preparedness, response and recovery of health systems;</p>

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<p>4. <b>Responsibility</b> – Governments have a responsibility for the health of their peoples, and effective pandemic prevention, preparedness and response requires global collective action.</p> <p>5. <b>Recognition of different levels of capacity</b> – Countries have varying levels of pandemic prevention, preparedness and response capacities which presents a common danger, such that support to countries with capacity needs is required, within means and resources available.</p> <p>6. <b>Solidarity</b> – Effective national, international, multilateral, bilateral and multisectoral collaboration, coordination and cooperation to achieve the common interest of a safer, fairer, more equitable and better prepared world to prevent, respond to and recover from pandemics.</p> <p>7. <b>Transparency</b> – The effective prevention of, preparedness for and response to pandemics depends on transparent, open and timely sharing of, access to and disclosure of accurate information, data and other relevant elements that may come to light, for risk assessment, prevention and control measures, and research and development of pandemic-related products and services, including reports on sales revenues, prices, units sold, marketing costs and subsidies and incentives, consistent with national, regional and international privacy and data protection rules, regulations and laws.</p> <p>8. <b>Accountability</b> – States are accountable for strengthening and sustaining their health systems' capacities and public health functions to provide adequate public health and social measures by adopting and implementing legislative, executive, administrative and other measures for fair, equitable, effective and timely pandemic prevention, preparedness and response. States are accountable to provide specific measures to protect persons in vulnerable situations.</p> <p>9. <b>Inclusiveness</b> – The full and active engagement with, and participation of, communities and relevant stakeholders across all levels, consistent with relevant and applicable international and national guidelines, rules and regulations, including those relating to conflicts of interest, is essential to mobilize social capital, resources and adherence to public health and social measures, and to gain trust in governments and partners supporting pandemic prevention, preparedness and response.</p> <p>10. <b>Science and evidence</b> – The best available science and evidence should inform and be the basis for pandemic prevention, preparedness and response, as well as public health decisions and development of plans.</p>		<p>5. Solidarity, transparency and accountability to achieve the common interest of a more equitable and better prepared world to prevent, respond to and recover from pandemics; and</p> <p>6. The best available science and evidence as the basis for public health decisions for pandemic prevention, preparedness and response.</p>
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	<p>11. <b>Proportionality</b> – Public health decisions for preventing, preparing for and responding to pandemics should be proportionate in a manner consistent with Article 2 of the International Health Regulations.</p> <p>12. <b>Privacy, data protection and confidentiality</b> – Implementation of this Agreement shall respect the right to privacy, including as such right is established under international law, and shall be consistent with each Party's national law and international obligations regarding confidentiality, privacy and data protection, as applicable.</p>		
<b>Human Rights</b>			
<b>Preamble</b>	<p>13. <i>Noting</i> the adoption of the Political Declaration of the High Level Meeting on pandemic prevention, preparedness and response, during the 78th United Nations General Assembly, which affirms the need to prioritize equity, respect for human rights and strengthen the capacity of pandemic prevention, preparedness and response,</p>	<b>Preamble</b>	<p><i>Recalling</i> the Constitution of the World Health Organization, which states that the enjoyment of the highest attainable standard of health is one of the <b>fundamental rights</b> of every human being without distinction of race, religion, political belief, economic or social condition,</p>
<b>Article 3. General principles and approaches</b>	<p>1. <b>Respect for human rights</b> – The implementation of this Agreement shall be with full respect for the dignity, human rights and fundamental freedoms of persons.</p>	<b>Article 3. Principles</b>	<p>1. full respect for the dignity, <b>human rights</b> and fundamental freedoms of all persons, and the enjoyment of the highest attainable standard of health of every human being;</p>
<b>Article 16. International collaboration and cooperation</b>	<p>1. The Parties shall collaborate and cooperate with competent international and regional intergovernmental organizations and other bodies, as well as among themselves, in the formulation of cost-effective measures, procedures and guidelines for pandemic prevention, preparedness and response.</p> <p>2. The Parties shall:</p> <p>(a) promote global, regional and national political commitment, coordination and leadership for pandemic prevention, preparedness and response;</p> <p>(b) support mechanisms that ensure that policy decisions are science and evidence-based;</p> <p>(c) develop, as necessary, and implement policies, that respect, protect and fulfill the <b>human rights</b> of all people;</p> <p>(d) promote equitable representation on the basis of gender, geographical and socioeconomic status, as well as the equal and meaningful participation of youth and women;</p> <p>(e) assist developing countries through multilateral and bilateral partnerships that focus on developing capacities for effectively addressing health needs for</p>		

	<p>pandemic prevention, preparedness, and response in line with the provisions set out in Article 19; and</p> <p>(f) encourage ceasefires in affected countries during pandemics to promote global cooperation against common global threats.</p>		
<p><b>Pandemic prevention and surveillance &amp; One Health approach to pandemic prevention, preparedness and response</b></p>			
<p><b>Article 4. Pandemic prevention and public health surveillance</b></p>	<p>1. The Parties shall cooperate with one another in bilateral, regional and multilateral settings, in the development and strengthening of pandemic prevention and surveillance capacities.</p> <p>2. The Parties should take actions to strengthen multisectoral, coordinated data interoperability and support the adoption of relevant international data standards, in the development of the prevention and surveillance capacities, with particular regard to the strengthening of developing countries' capacities.</p> <p>3. The Parties shall cooperate with the support of the WHO Secretariat to strengthen and maintain public health laboratory and diagnostic capacities, especially with respect to the capacity to perform genetic sequencing, data science to assess the risks of detected pathogens and to safely handle samples containing pathogens, and the use of related digital tools.</p> <p>4. Each Party shall develop, strengthen, implement, periodically update and review comprehensive multisectoral national prevention and surveillance plans, that are consistent with and supportive of effective implementation of the International Health Regulations. To this end, each Party shall, in accordance with its capabilities:</p> <p>(a) develop, strengthen and maintain the capacity to: (i) detect, identify and characterize pathogens presenting significant risks; and (ii) conduct risk assessment of such pathogens and vector-borne diseases to prevent spill-over in human and animal populations and cause serious diseases leading to pandemic situations,</p> <p>(b) strengthen efforts to ensure access to safe water, sanitation and hygiene including in hard-to-reach settings in the Parties' territory;</p> <p>(c) ensure the implementation of effective infection prevention and control measures applying as far as possible the applicable international standards and guidelines;</p>	<p><b>Article 4. Pandemic prevention and surveillance</b></p>	<p>1. The Parties commit to take measures to progressively strengthen pandemic prevention and coordinated multisectoral surveillance, taking into account national capacities and national and regional circumstances.</p> <p>2. The Parties shall undertake to cooperate:</p> <p>(a) in the implementation of the provisions of this Article, in particular through enhancing financial and technical support to developing countries; and</p> <p>(b) in support of relevant global and/or regional initiatives aimed at preventing pandemics, in particular those that improve surveillance, early warning and risk assessment; promote evidence-based actions, risk communication and community engagement; and identify settings and activities presenting a risk of emergence and re-emergence of pathogens with pandemic potential.</p> <p>3. Each Party commits to progressively strengthen pandemic prevention and coordinated multisectoral surveillance, taking into account its national capacities, including through:</p> <p>(a) coordinated multisectoral surveillance: (i) detect and conduct risk assessments of emerging or re-emerging pathogens, including pathogens in animal populations that may present significant risks of zoonotic spillover, in accordance with the International Health Regulations (2005); and (ii) share the outputs of relevant surveillance and risk assessments within their territories with WHO and other relevant agencies;</p> <p>(b) community-based early detection and control measures: leverage community capacities, networks and mechanisms to detect unusual public health events and contain them at the source;</p> <p>(c) water, sanitation and hygiene: strengthen efforts to ensure access to safe water, sanitation and hygiene, including in hard-to-reach settings;</p> <p>(d) infection prevention and control: implement active infection prevention and control measures in all health care facilities and institutions, in line with relevant international standards and guidelines;</p> <p>(e) zoonotic spillover and spillback prevention: (i) identify settings and activities that create or increase the risk of disease emergence and re-emergence at the</p>



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<p>(d) strengthen efforts to ensure the sound management of wastes from health facilities and require healthcare institutions to have in place a regularly updated infection prevention and control programme;</p> <p>(e) strengthen animal disease preventive measures and monitor and mitigate environmental factors associated with the risk of zoonotic disease spill-over and spill-back;</p> <p>(f) strengthen laboratory biosafety and biosecurity, including in research facilities, in order to prevent the accidental exposure, misuse or inadvertent laboratory release of pathogens through biosecurity training and practices, regulating access to sensitive locations, and strengthening transportation security and cross-border transfer, in accordance with applicable rules and standards; and</p> <p>(g) take actions to prevent outbreaks due to pathogens that are resistant to antimicrobial agents, and, in accordance with national context, develop and implement a national One Health action plan that includes an antimicrobial resistance component.</p> <p>5. Each Party shall develop, strengthen and maintain the capacity to carry out integrated surveillance, including with respect to infectious diseases in humans, and animals that present significant risks for zoonotic diseases spill-over.</p>	<p>human-animal-plant-environment interface; (ii) take measures to reduce risks of zoonotic spillover and spillback associated with these settings and activities, including measures aimed at safe and responsible management of wildlife, farm and companion animals, in line with relevant international standards and guidelines;</p> <p>(f) laboratory biosafety and biological risk management: develop, strengthen and maintain biosafety and biological risk management, in particular with regard to laboratories and research facilities, in order to prevent the accidental exposure, misuse or inadvertent release of pathogens, consistent with applicable international and national rules, standards and guidelines;</p> <p>(g) vector-borne disease surveillance and prevention: develop, strengthen and maintain capacity to conduct risk assessments of vector-borne diseases that may lead to pandemic situations; and</p> <p>(h) antimicrobial resistance (AMR): take measures to address pandemic-related risks associated with the emergence and spread of pathogens that are resistant to antimicrobial agents, including through the development and implementation of national and, where relevant, regional antimicrobial resistance action plans, taking into account relevant international guidelines, and with the aim of facilitating affordable and equitable access to antimicrobials.</p> <p>4. To implement the provisions in this Article, each Party shall:</p> <p>(a) taking into account national capacities, ensure that relevant national, and where applicable regional, action plans, policies and/or strategies, include comprehensive, coordinated and multisectoral pandemic prevention measures and surveillance;</p> <p>(b) develop, strengthen and maintain pandemic prevention capacities to complement the core capacities for surveillance, prevention and response as set out in the International Health Regulations (2005); and</p> <p>(c) take into account recommendations, guidelines and standards developed and adopted by WHO and other relevant intergovernmental organizations or bodies, in the development of relevant national and, where applicable, regional policies, strategies and measures to prevent pandemics.</p> <p>5. The Parties recognize that environmental, climatic, social, anthropogenic and economic factors increase the risk of pandemics and endeavour to identify these factors and take them into consideration in the development and implementation of relevant policies, strategies and measures, including by strengthening synergies with other relevant international instruments and their implementation.</p> <p>6. The Conference of the Parties may adopt, as necessary, guidelines, recommendations and 7 standards, including in relation to pandemic prevention capacities, to support the implementation of this Article.</p>
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<p><b>Article 5. One Health</b></p>	<p>1. The Parties commit to promote and implement a One Health approach for pandemic prevention, preparedness and response that is coherent, integrated, coordinated and collaborative among all relevant actors, with the application of, and in accordance with, national law.</p> <p>2. The Parties shall promote and enhance synergies between multisectoral and transdisciplinary collaboration at the national level and cooperation at the international level, in order to identify, conduct risk assessments at the interface between human, animal and environment ecosystems, while recognizing their interdependence, and with applicable sharing of the benefits, per the terms of Article 12.</p> <p>3. The Parties commit to identify and address the drivers of pandemics and the emergence and re-emergence of disease at the human-animal-environment interface by identification and integration of interventions into relevant pandemic prevention, preparedness plans, and, where appropriate, according to national legislation and capacity, through strengthening synergies with other relevant instruments.</p> <p>4. Each Party shall, in accordance with the national context and to the extent necessary, protect human, animal or plant health:</p> <p>(a) implement science-based actions, including but not limited to improving infection prevention and control measures, antimicrobial research and development, access to and stewardship of antimicrobials, and harmonization of surveillance in order to prevent, reduce the risk of, and prepare for, pandemics;</p> <p>(b) foster and implement actions at national and community levels that encompass whole-of-government and whole-of-society approaches to control zoonotic outbreaks, including through the engagement of communities in surveillance that identifies zoonotic outbreaks; and</p> <p>(c) take the One Health approach into account in order to produce science-based evidence, including related to the social and behavioral sciences and risk communication and community engagement; and</p> <p>(d) promote or establish One Health joint training and continuing education programmes for human, animal and environmental health workforces, needed to build complementary skills, capacities and capabilities to prevent, detect, control, and respond to pandemic health threats.</p> <p>5. The Parties commit to develop, within the framework of relevant institutions, international norms and guidelines to prevent zoonoses.</p>	<p><b>Article 5. One Health approach to pandemic prevention, preparedness and response</b></p>	<p>1. The Parties commit to promote a One Health approach for pandemic prevention, preparedness and response that is coherent, comprehensive, integrated, coordinated and collaborative among relevant actors and sectors.</p> <p>2. For this purpose, each Party shall, taking into account its national circumstances and capacities, take measures to:</p> <p>(a) implement relevant national policies, strategies and measures that reflect a One Health approach;</p> <p>(b) promote the effective and meaningful engagement of communities in the development and implementation of policies, strategies and measures to prevent, detect and respond to zoonotic outbreaks; and</p> <p>(c) promote or establish, as necessary, One Health workforce training and continuing education programmes for public health, animal health and environment sectors, to build complementary skills, capacities and capabilities.</p> <p>3. The Parties shall contribute to the further development and updating of international standards and guidelines to detect, reduce risks of, monitor and manage zoonotic spillover and spillback, in collaboration with WHO and relevant intergovernmental organizations.</p> <p>4. The Parties shall develop and implement or strengthen, as appropriate, bilateral, subregional, regional and other multilateral mechanisms to enhance financial and technical support, assistance and cooperation, in particular in respect of developing countries, in relation to promoting and taking measures towards One Health.</p>
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6. Pursuant to Article 21, the Conference of the Parties shall develop appropriate modalities to address the measures set forth in Articles 4 and 5 of this Agreement.

7. The Parties shall, in line with Article 16, develop and implement or strengthen, as appropriate, bilateral, regional, subregional and other multilateral channels to enhance financial and technical support, assistance and cooperation, in particular to developing countries to strengthen surveillance systems and laboratory capacity in promoting and implementing the One Health approach at the national level.

**Preparedness, health systems resilience and recovery**

**Article 6.  
Preparedness,  
readiness and  
resilience**

1. Each Party shall continue to strengthen its health system, including primary health care, for sustainable pandemic prevention, preparedness and response, taking into account the need for equity and resilience, with a view to the progressive realization of universal health coverage.

2. Each Party shall, in accordance with applicable laws, including, where appropriate, the International Health Regulations, adopt policies, strategies and/or measures, as appropriate, and shall strengthen and reinforce public health functions for: (a) the continued provision of quality routine and essential health services during pandemics;

(b) sustaining and strengthening capacities of the multidisciplinary workforce needed during inter-pandemic periods, and preparing for and ensuring surge capacity during pandemics;

(c) collaborative surveillance, outbreak detection, investigation and control, through interoperable early warning and alert systems, and timely notification;

(d) multi-sectoral prevention of zoonoses and epidemic-prone diseases, and emerging, growing or evolving public health threats with pandemic potential, notably at the human-animal-environment interface;

(e) development of rehabilitation and post-pandemic health system recovery strategies;

(f) strengthening public health laboratory and diagnostic capacities, and national, regional and global networks, through the application of standards and protocols for public health laboratory biosafety and biosecurity;

**Article 6.  
Preparedness,  
health system  
resilience and  
recovery**

1. Each Party commits to develop, strengthen and maintain its health system, including primary health care, for pandemic prevention, preparedness and response, taking into account the need for equity and resilience, with a view to the progressive realization of universal health coverage.

2. Each Party commits, in accordance with applicable laws and regulations, to strengthen and reinforce health system functions, including by adopting and/or developing policies, plans, strategies and measures, as appropriate, for:

(a) sustaining and monitoring the timely provision of, and equitable access to, quality routine and essential health services during pandemics with a focus on primary health care, routine immunization and mental health care, and with particular attention to persons in vulnerable situations;

(b) developing, strengthening and maintaining health infrastructure as well as public and animal health institutions, including academic and research centres, at national, regional and international levels;

(c) developing post-pandemic health system recovery strategies;

(d) developing, strengthening and maintaining, as necessary, public health, animal health and environmental laboratory and diagnostic capacities, and associated national, regional and global networks, through the application of relevant standards and protocols for laboratory biosafety and biological risk management;

(e) developing, strengthening and maintaining: health information systems for early detection, forecasting, and timely information sharing; civil registration and vital statistics; and associated digital health and data science capacities; and

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<p>(g) creating and maintaining up-to-date, universal, interconnected platforms and technologies for early detection, forecasting and timely information-sharing, through appropriate capacities, including building digital health and data science capacities;</p> <p>(h) creating and strengthening public health institutions at national, regional and international levels;</p> <p>(i) strengthening public health emergency operational centres' capacities during inter-pandemic periods and during pandemic periods; and</p> <p>(j) strengthening infection prevention and control.</p> <p>3. The Parties shall cooperate, within available means and resources, to provide financial, technical and technological support, assistance, capacity-strengthening and cooperation, in particular with respect to developing countries, in order to strengthen health emergency prevention, preparedness, response and health systems recovery, consistent with the goal of universal health coverage.</p> <p>4. The Parties shall establish, building on existing arrangements as appropriate, genomics, risk assessment, and laboratory networks in order to conduct surveillance and sharing of emerging pathogens with pandemic potential, with such sharing pursuant to the terms and modalities established in Article 12.</p>		<p>(f) promoting the use of social and behavioural sciences, risk communication and community engagement for pandemic prevention, preparedness and response.</p> <p>3. The Parties commit to cooperate, within means and resources at their disposal, and with the support of the WHO secretariat and other relevant organizations, in order to provide or facilitate financial, technical and technological support, assistance, capacity-strengthening and cooperation, in particular in respect of developing countries.</p> <p>4. The Parties shall identify and promote relevant international data standards and interoperability that enable timely sharing of public health data for preventing, detecting and responding to public health events.</p>
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**Preparedness monitoring and functional reviews**

<p><b>Article 8. Preparedness monitoring and functional reviews</b></p>	<p>1. Each Party shall, in accordance with its national laws and in light of national context, develop and implement comprehensive, inclusive, multisectoral, resourced national plans and strategies for pandemic prevention, preparedness, response and health systems recovery.</p> <p>2. Each Party shall assess, no less than every five years, with technical support from the WHO Secretariat, on request, the functioning, readiness and gaps of its pandemic preparedness, surveillance and multisectoral response capacity, logistics and supply chain management, and risk assessment, and support the conduct of, among others, appropriate simulation or tabletop exercises, and intra- and after-action reviews, based on the relevant tools and guidelines developed by WHO in partnership with relevant organizations.</p>	<p><b>Article 8. Preparedness monitoring and functional reviews</b></p>	<p>1. The Parties shall, building on existing and relevant tools, develop and implement an inclusive, transparent, effective and efficient pandemic prevention, preparedness and response monitoring and evaluation system.</p> <p>2. Each Party shall assess, every five years, with technical support from the WHO Secretariat upon request, the functioning and readiness of, and gaps in, its pandemic prevention, preparedness and response capacity, based on the relevant tools and guidelines developed by WHO in partnership with relevant organizations at international, regional and sub-regional levels.</p>
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	<p>3. The Parties shall, building on existing tools, develop and implement an inclusive, transparent, effective and efficient pandemic prevention, preparedness and response monitoring and evaluation system.</p> <p>4. The Parties shall establish, no later than 31 December 2026, a global peer review mechanism to assess pandemic prevention, preparedness and response capacities and gaps, as well as level of readiness with the aim to promote and support learning among Parties, best practices, actions and accountability, at the national, regional and global levels, to strengthen national health emergency preparedness and readiness capacities.</p>		
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**Research & Development**

<p><b>Article 9. Research and development</b></p>	<p>1. The Parties shall cooperate to build strengthen and sustain geographically diverse capacities and institutions for research and development, particularly in developing countries, and shall promote research collaboration and access to research through open science approaches for rapid sharing of information and results.</p> <p>2. To this end, the Parties shall promote:</p> <p>(a) sustained investment in the research and development of public health priorities, including for pandemic-related products, aimed at improving equitable access to and delivery of such products, and support for national and regional research institutions that can rapidly adapt and respond to research and development needs in case of a pandemic;</p> <p>(b) technology co-creation and joint venture initiatives, actively engaging the participation of and collaboration between scientists and/or research centres, particularly from developing countries;</p> <p>(c) participation of relevant stakeholders, consistent with applicable biosafety and biosecurity obligations, laws, regulations and guidance, to accelerate innovative research and development, including community-led and cross-sector collaboration, for addressing emerging and re-emerging pathogens with pandemic potential; and</p> <p>(d) knowledge translation and evidence-based communication tools, strategies and partnerships relating to pandemic prevention, preparedness and response, including infodemic management, at local, national, regional and international levels.</p>	<p><b>Article 9. Research and development</b></p>	<p>1. The Parties shall cooperate to build, strengthen and sustain national, regional and international capacities and institutions for research and development, particularly in developing countries, and shall promote scientific collaboration for the rapid sharing of information and access to research results and outcomes, including through open science approaches.</p> <p>2. To this end, the Parties shall promote:</p> <p>(a) sustained investment in research and development for public health priorities, including for pandemic-related products, and support for research institutions and networks that can rapidly adapt and respond to research and development needs in the event of a pandemic emergency;</p> <p>(b) technology co-creation and joint venture initiatives that engage the participation of, and international collaboration among, scientists and/or research centres, particularly from developing countries, including from the public and, as appropriate, private sector;</p> <p>(c) innovative research and development, including community-led and cross-sector collaboration, for addressing pathogens with pandemic potential;</p> <p>(d) equitable access to research knowledge, evidence synthesis, knowledge translation and evidence-based communication tools, strategies and partnerships, relating to pandemic prevention, preparedness and response;</p> <p>(e) capacity-building programmes, projects and partnerships, and substantial and sustained support for research and development, including basic and applied research, such as early-stage research, product discovery, pre-clinical and translational research;</p>
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3. The Parties shall, in accordance with national laws and regulatory frameworks and contexts, take steps to develop and sustain, strong, resilient, and appropriately resourced, national, regional and international research capabilities. To this end, the Parties shall:

(a) increase clinical trial capacities, including by:

i. building and maintaining a skilled research workforce and infrastructure, as appropriate;

ii. strengthening clinical trials policy frameworks, particularly in developing countries;

iii. investing in the infrastructure and training of clinical research networks and coordination of trials through existing, new, or expanded clinical trial networks, including in developing countries, to be prepared to provide timely and appropriate responses to pandemics; and

iv. identifying and researching supply chain needs to rapidly mount and scale research responses during pandemic emergencies.

(b) ensure that clinical trials have equitable representation, considering racial, ethnic and gender diversity across the life cycle, and are designed to help to address geographical, socioeconomic and health disparities, to promote a better understanding of the safety and efficacy of pandemic-related products for population subgroups;

(c) promote the sharing of information on national research agendas, including research and development priorities during pandemic emergencies, capacity-building activities and best practices on efficient and ethical clinical trials, including through the WHO Global Observatory on Health Research and Development;

(d) strengthen international coordination and collaboration in respect of clinical trials, through existing or new mechanisms, to support well-designed and well-implemented clinical trials;

(e) develop national policies to support the transparent, public sharing of clinical trial protocols and results conducted either within their territories or through partnerships with other Parties, such as through open access publications, while protecting privacy and health identifiers; and

(f) support new and existing mechanisms to facilitate the rapid reporting and interpretation of data from clinical trials, to develop or modify, as necessary, relevant clinical trial guidelines, including during a pandemic.

(f) international collaboration and coordination, including with the private sector, to set common objectives, research goals and priorities, to develop pandemic-related products for diverse populations and settings, with a central role for WHO;

(g) access for scientists and researchers, particularly from developing countries, to relevant international scientific research programmes, projects and partnerships, including those referred to in this Article, as well as scientific publications;

(h) the sharing of information on national research agendas, capacity-building activities, and research and development priorities during pandemic emergencies; and

(i) research on the causes and effects of pandemics, on their prevention and management, including: (1) the epidemiology of emerging diseases, factors driving disease spillover or emergence, and behavioural science; (2) public health and social interventions used to control pandemics and their effect on the spread of disease and the burden imposed by these measures on society, including its economic cost; and (3) relevant health products, with the aim of promoting equitable access, including their timely availability, affordability and quality.

3. The Parties shall, in accordance with national circumstances and mindful of relevant international standards, take steps to strengthen international coordination and collaboration to support well-designed and well-implemented clinical trials, by developing, strengthening and sustaining clinical trial capacities and research networks at the national, regional and international levels.

4. The Parties shall support new and existing mechanisms to facilitate the rapid reporting and interpretation of data from clinical trials, to develop or modify, as necessary, relevant clinical trial guidelines, including during a pandemic.

5. Each Party shall, in accordance with national law, support the transparent and public sharing of research inputs and outputs from research and development of government-funded pandemic-related products, including scientific publications with data shared and stored securely.

6. Each Party shall develop national policies to:

(a) include provisions in government-funded research and development agreements for the development of pandemic-related products that promote timely and equitable global access to such products during public health emergencies of international concern and pandemics. Such provisions may include: (i) licensing and/or sublicensing, preferably on a non-exclusive basis; (ii) affordable pricing policies; (iii) technology transfer on voluntary terms; (iv) publication of relevant information on research inputs and outputs; and/or (v) adherence to product allocation frameworks adopted by WHO; and

(b) publish relevant terms of government-funded research and development agreements promoting equitable and timely access to such products during a pandemic emergency.

<p>4. Each Party shall, in accordance with national laws and considering the extent of public funding provided, publish the terms of government-funded research and development agreements for pandemic related products, including information on:</p> <p>(a) research inputs, processes and outputs, including scientific publications and data repositories, with data shared and stored securely in alignment with findability, accessibility, interoperability and reusability principles;</p> <p>(b) the pricing of end-products, or pricing policies for end-products;</p> <p>(c) licensing to enable the development, manufacturing and distribution of pandemic-related products, especially in developing countries; and</p> <p>(d) terms regarding affordable, equitable and timely access to pandemic-related products during a pandemic.</p>		
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**Sustainable and geographically diversified production**

<p><b>Article 10. Sustainable Production</b></p>	<p>1. The Parties, with a view to achieving more geographically and equitably distributed global production of pandemic-related products, and increasing the timely, fair and equitable access to safe, effective, quality and affordable pandemic-related products, and thereby reducing the gap between potential demand and supply at the time of a pandemic, shall:</p> <p>(a) take measures to identify and maintain production facilities at national and regional levels, as well as to facilitate the production, as appropriate, and in furtherance of the provisions of Article 13, of pandemic-related products therein;</p> <p>(b) take measures to identify and contract with manufacturers other than those referenced in subparagraph (a) above, for scaling up the production of pandemic-related products, during pandemics, in cases where production and supply capacity of the production facilities does not meet demand;</p> <p>(c) strengthen coordination, with relevant international organizations, including United Nations agencies, on issues related to public health, intellectual property and trade, including the timely matching of supply to demand and mapping manufacturing capacities and demand;</p> <p>(d) encourage entities, including manufacturers within their respective jurisdictions, in particular those that receive significant public financing, to grant, subject to any existing licensing restrictions, on mutually agreed terms, non-exclusive, royalty-free licenses to any manufacturers, particularly from developing countries, to use their intellectual property and other protected substances, products, technology, know-how, information and knowledge used in the process of pandemic-related product development and production, in particular for pre-pandemic and pandemic diagnostics, vaccines and therapeutics for use in agreed developing countries;</p>	<p><b>Article 10. Sustainable and geographically diversified production</b></p>	<p>1. The Parties commit to achieving a more equitable geographical distribution and scaling up of the global production of pandemic-related products, and increasing sustainable, timely, fair and equitable access to such products, as well as reducing the potential gap between supply and demand during pandemics.</p> <p>2. The Parties, in collaboration with WHO and other relevant organizations, shall:</p> <p>(a) take measures, in cooperation with regional organizations, to provide support, maintain and strengthen production facilities at national and/or regional levels, particularly in developing countries, and to facilitate scaling up of production of pandemic-related products during emergencies, including through promoting and/or incentivizing public and private investment aimed at creating or expanding economically viable manufacturing facilities of relevant health products;</p> <p>(b) facilitate the continuous and sustainable operations of the facilities referred to in subparagraph 2(a), including through promoting transparency of relevant unprotected information on pandemic-related products and raw materials across the value chain;</p> <p>(c) facilitate the transfer of relevant technology, know-how, and licenses pooled in relevant mechanisms (as referred to in Article 11), including during interpandemic times, to ensure the sustainability of the facilities referred to in subparagraph 2(a) ;</p> <p>(d) take measures, and encourage international organizations, to establish long-term contracts and make investments, especially in developing countries' facilities preferably with a regional scope of operation, to ensure regular production of pandemic-related products produced by local and regional manufacturers;</p> <p>(e) facilitate and support authorization of pandemic-related products produced by the facilities referred to in subparagraph 2(a); and</p>
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<p>(e) actively support, participate in and/or implement, as appropriate, relevant WHO technology, skills and know-how transfer programmes and initiatives aimed at enabling developing countries to produce pandemic-related products, in order to facilitate strategically and geographically distributed production of pandemic-related products; and</p> <p>(f) support public and private sector investments aimed at creating or expanding manufacturing facilities of pandemic-related products, especially facilities with a regional scope of operations that are based in developing countries.</p> <p>2. Each Party shall initiate or strengthen, as appropriate, the conduct of disease burden studies relevant to pathogens with pandemic potential, with a view to ensuring sustainability of investments in facilities for production of vaccines and therapeutics that could support pandemic response.</p> <p>3. Each Party, in addition to the undertakings in paragraph 2 above, shall:</p> <p>(a) encourage research and development institutes and manufacturers, in particular those receiving significant public financing, to waive or manage, for a limited duration, royalties on the use of their technology for the production of pandemic-related products; (</p> <p>b) promote the publication, by private rights holders, of the terms of licensing agreements or technology transfer agreements for pandemic-related products; and</p> <p>(c) promote the voluntary licensing and transfer of technology and related know-how for pandemic-related products by private rights holders with established regional or global technology transfer hubs or other multilateral mechanisms or networks.</p>		<p>(f) support and/or facilitate skills development, capacity-building and other initiatives for production facilities.</p> <p>3. Each Party shall promote public and private sector investments aimed at creating or expanding manufacturing facilities for pandemic-related products, especially regional manufacturers based in developing countries.</p>
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**Transfer of technology and know-how**

<p><b>Article 11. Transfer of technology and know-how</b></p>	<p>1. The Parties, within a set time frame, working through the Conference of the Parties, shall strengthen existing, and develop innovative, multilateral mechanisms, including through the pooling of knowledge, intellectual property and data, that promote the transfer of technology and know-how for the production of pandemic-related products, on mutually agreed terms as appropriate, to manufacturers, particularly in developing countries.</p> <p>2. The Parties shall:</p> <p>(a) coordinate with, collaborate with, facilitate and incentivize the manufacturers of pandemic-related products to transfer relevant technology and know-how to manufacturer(s) on mutually agreed terms as appropriate, including through technology transfer hubs and product development partnerships, and to address the need to develop new pandemic-related products in a short time frame;</p>	<p><b>Article 11. Transfer of technology and know-how</b></p>	<p>1. In order to enable sufficient, sustainable and geographically-diversified production of pandemic-related products each Party, taking into account its national circumstances, shall:</p> <p>(a) promote and otherwise facilitate or incentivize the transfer of technology and know-how for both pandemic-related and routine health products, including through the use of licensing and collaboration with regional or global technology transfer partnerships and initiatives, and in particular for the benefit of developing countries and for technologies that have received public funding for their development;</p> <p>(b) promote the timely publication by private rights holders of the terms of licensing agreements and/or technology transfer agreements for pandemic-related products, in accordance with national laws;</p>
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<p>(b) make available non-exclusive licensing of government-owned technologies, on mutually agreed terms as appropriate, for the development and manufacturing of pandemic-related products, and publish the terms of these licences;</p> <p>(c) make use of the flexibilities provided in the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement), including those recognized in the Doha Declaration on the TRIPS Agreement and Public Health and in Articles 27, 30 (including the research exception and “Bolar” provision), 31 and 31bis of the TRIPS Agreement, and fully respect the use thereof by others;</p> <p>(d) collaborate to ensure equitable and affordable access to health technologies that promote the strengthening of national health systems and mitigate social inequalities;</p> <p>(e) develop a database that provides the details of pandemic-related products for all known pandemic-potential diseases, including the technological specifications and manufacturing process documents for each product; and</p> <p>(f) provide, within their capabilities, resources to support capacity-building for the development and transfer of relevant technology, skills and know-how, and to facilitate access to other sources of support.</p> <p>3. During pandemics, each Party shall, in addition to the undertakings in paragraph 2 of this Article:</p> <p>(a) commit to agree upon, within the framework of relevant institutions, time-bound waivers of intellectual property rights to accelerate or scale up the manufacturing of pandemic-related products to the extent necessary to increase the availability and adequacy of affordable pandemic-related products;</p> <p>(b) encourage all holders of patents related to the production of pandemic-related products to waive or manage, as appropriate, for a limited duration, the payment of royalties by developing country manufacturers on the use, during the pandemic, of their technology for the production of pandemic-related products, and shall require, as appropriate, those that have received public financing for the development of pandemic-related products to do so; and</p> <p>(c) encourage manufacturers within its jurisdiction to share undisclosed information, in accordance with paragraph 2 of Article 39 of the TRIPS Agreement, with qualified third-party manufacturers when the withholding of such information prevents or hinders urgent manufacture by qualified third parties of a pharmaceutical product that is necessary to respond to the pandemic.</p>	<p>(c) make available licenses, on a non-exclusive, worldwide and transparent basis and for the benefit of developing countries, for government-owned pandemic-related products, and shall publish the terms of these licenses at the earliest reasonable opportunity and in accordance with national laws; and</p> <p>(d) provide, within its capabilities, support for capacity-building for the transfer of technology and know-how for pandemic-related products.</p> <p>2. The Parties shall develop and strengthen, as appropriate, mechanisms coordinated by WHO with the participation of other relevant technology transfer mechanisms as well as other relevant organizations, to promote and facilitate the transfer of technology and know-how for pandemic-related products to geographically diverse research and development institutes and manufacturers, particularly in developing countries, through the pooling of knowledge, intellectual property, know-how and data to all developing countries.</p> <p>3. During pandemics, in addition to the undertakings in paragraph 1 of this Article, each Party shall:</p> <p>(a) encourage holders of relevant patents regarding pandemic-related products, in particular those who received public funding, to forgo or otherwise charge reasonable royalties to developing country manufacturers for the use, during the pandemic, of their technology and know-how for the production of pandemic-related products; and</p> <p>(b) consider supporting, within the framework of relevant institutions, time-bound waivers of intellectual property rights to accelerate or scale up the manufacturing of pandemic-related products to the extent necessary to increase the availability and adequacy of affordable pandemic-related products.</p> <p>4. The Parties that are WTO Members recognize that they have the right to use to the full, the flexibilities inherent in the TRIPS Agreement as reiterated in the Doha Declaration on the TRIPS Agreement and Public Health of 2001, which provide flexibility to protect public health including in future pandemics, and shall fully respect the use thereof by others.</p> <p>5. Each Party shall, as necessary and appropriate, review and update its national legislation in order to ensure the implementation of such flexibilities referred to in paragraph 5 in a timely and effective manner.</p> <p>6. The WHO Secretariat shall work towards the improvement of access to pandemic-related products, especially during pandemic emergencies, through transfer of technology and know-how, including through cooperation with relevant international organizations.</p>
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4. The Parties shall, with a view to effective pandemic response, when engaged in bilateral or regional trade or investment negotiations, take steps so that the negotiated provisions do not interfere with the full use of the flexibilities provided in the TRIPS Agreement, including those recognized in the Doha Declaration on the TRIPS Agreement and Public Health.

**Access and benefit sharing**

**Article 12.  
Access and  
benefit sharing**

1. The Parties hereby establish a multilateral system for access and benefit sharing, on an equal footing, the WHO Pathogen Access and Benefit-Sharing System (WHO PABS System), to ensure rapid and timely risk assessment and facilitate rapid and timely development of, and equitable access to pandemic-related products for pandemic prevention, preparedness and response.

2. The WHO PABS System shall ensure rapid, systematic, and timely sharing of WHO PABS Material, as well as, on an equal footing, timely, effective, predictable and equitable access to pandemic-related products, and other benefits, both monetary and non-monetary, based on public health risks and needs, to strengthen pandemic prevention, preparedness and response.

3. The Parties shall implement the WHO PABS System:

- (a) in a manner to strengthen, expedite and not impede research and innovation
- (b) at all times, both during and between pandemics;
- (c) in a manner to ensure mutual complementarity with the PIP Framework; and
- (d) with governance and review mechanisms, to be determined by the Conference of the Parties.

4. The WHO PABS System shall have the following components:

- (a) WHO PABS Materials sharing:
  - i. Each Party, through its relevant public health authorities and authorized laboratories, shall, in a rapid, systematic and timely manner: (1) provide WHO PABS Material to a laboratory recognized or designated as part of an established WHO coordinated laboratory network; and (2) upload the genetic sequence of such WHO PABS Material to one or more publicly accessible database(s) of its choice, provided that the database has put in place an appropriate arrangement with respect to WHO PABS material.
  - ii. The WHO PABS System shall be consistent with international legal frameworks, notably those for the collection of patient specimens, material and data, and will promote findable, accessible, interoperable and reusable data available to all Parties.

**Article 12.  
Access and benefit  
sharing**

1. The Parties hereby establish a multilateral system for access and benefit sharing for pathogens with pandemic potential: the WHO Pathogen Access and Benefit-Sharing System (PABS System).

2. The PABS System aims to ensure rapid, systematic and timely access to biological materials of pathogens with pandemic potential and the genetic sequence data (GSD) for such pathogens, which contributes to strengthened global surveillance and risk assessment, and facilitates research, innovation and development of health products; and on an equal footing, equitable, fair and rapid sharing of monetary and non-monetary benefits, including timely, effective and predictable access to relevant diagnostics, therapeutics or vaccines, based on public health risks, needs and demand, contributing to the rapid and timely control of public health emergencies of international concern and pandemics.

3. When a Party has access to a pathogen with pandemic potential, it shall, using applicable biosafety, biosecurity and data protection standards:

- (a) share with WHO any pathogen sequence information as soon as it is available to the Party;
- (b) as soon as biological materials are available to the Party, provide the materials to one or more laboratories and/or biorepositories participating in WHO-coordinated laboratory networks (CLNs), which meet the legally binding terms of reference, as referenced below, with an electronic label of "PABS biological material" which will follow through to the end products and/or publications, and shall notify users of biological materials of the benefit-sharing provisions under the PABS System, recognizing that each Party may also share such biological materials to entities outside the CLNs. All users of biological materials shall have legal obligations under PABS regarding benefit sharing; and
- (c) as soon as pathogen GSD is available to the Party, upload the GSD and relevant metadata to one or more PABS sequence databases (SDBs) which meet the legally binding terms of reference, as referenced below, an electronic label of "PABS GSD" which will follow through to the end products and/or publications, and shall notify the users of GSD of the benefit-sharing provisions under the PABS System, recognizing that each Party may also share such GSD outside the SDBs. All users of GSD shall have legal obligations under PABS regarding benefit sharing.

4. The Parties consent to the further transfer and use of biological materials and GSD provided to the CLNs and SDBs, with an electronic label of "PABS biological material"

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iii. The Parties shall develop and use a standard material transfer agreement (a PABS SMTA), which may be concluded through electronic means, and which shall include relevant biosafety and biosecurity rules, to be used with the transfer of WHO PABS Material from a laboratory recognized or designated as part of an established WHO coordinated laboratory network to any Recipient.

iv. Recipients of WHO PABS Material shall not seek to obtain any intellectual rights on WHO PABS Material.

(b) PABS multilateral benefit-sharing:

i. Benefits, both monetary and non-monetary, arising from access to WHO PABS Materials, shall be shared fairly and equitably, pursuant to a PABS SMTA, which may be concluded through electronic means.

5. In the event that pandemic-related products are produced by a manufacturer that does not have a PABS SMTA under the WHO PABS System, it shall be understood that the production of pandemic-related products requiring the use of WHO PABS Materials, implies the use of the WHO PABS System. Accordingly, each Party, with respect to such a manufacturer operating within its jurisdiction, shall take all appropriate steps, in accordance with its relevant laws and circumstances, to require such a manufacturer to provide benefits in accordance with paragraph 4(b)(ii) of this Article.

6. The Parties shall develop a mechanism to ensure the fair and equitable allocation of pandemic-related products, based on public health risks and needs.

7. The Parties shall ensure that all components of the WHO PABS System are operational no later than 31 May 2025. The Parties shall review the operation and functioning of the WHO PABS System every five years.

8. The Parties shall ensure that the WHO PABS System is consistent with, supportive of and does not run counter to the objectives of the Convention on Biological Diversity and the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization thereto. The WHO PABS System will provide certainty and legal clarity to the providers and users of WHO PABS Materials. The WHO PABS System shall be recognized as a specialized international access and benefit-sharing instrument within the meaning of paragraph 4 of Article 4 of the Nagoya Protocol.

or "PABS GSD", in accordance with the provisions of this Article including on benefit sharing, as well as applicable biosafety, biosecurity and data protection standards. Parties agree that intellectual property rights may not be sought on such materials and GSD.

5. The Parties agree that WHO shall develop, in accordance with the relevant templates to be developed by the Parties, as referenced in paragraph 11 below, as well as consistent with the WHO regulations for study, scientific groups, collaborating institutions and other mechanisms of collaboration, legally binding terms of reference for the CLNs and SDBs with arrangements to notify the users of biological materials and GSD of the benefit-sharing provisions of the PABS system.

6. WHO shall conclude legally binding standard PABS contracts with manufacturers to provide the following, taking into account the size, nature and capacities of the manufacturer:

(a) annual monetary contributions to support the PABS System and relevant capacities in countries; the determination of the annual amount, use, and approach for monitoring and accountability, shall be finalized by the Parties;

(b) real-time contributions of relevant diagnostics, therapeutics or vaccines produced by the manufacturer, 10% free of charge and 10% at not-for-profit prices during public health emergencies of international concern or pandemics, to be made available through the Network established under Article 13 for use on the basis of public health risks, needs and demand; and

(c) voluntary non-monetary contributions, such as capacity-building activities, scientific and research collaborations, non-exclusive licensing agreements, arrangements for transfer of technology and know-how in line with Article 11, tiered pricing for relevant diagnostics, therapeutics or vaccines.

7. The Parties agree on the following benefit-sharing provisions to be applied to users of biological materials and GSD shared through the CLNs and SDBs:

(a) entities that use biological materials and GSD shared through the CLNs and SDBs for commercial purposes, other than for the manufacture of diagnostics, therapeutics or vaccines, are to support the PABS System through voluntary contributions, taking into account the size, nature and capacities of the entity, such as monetary contributions, capacity-building activities, non-exclusive licensing agreements, arrangements for transfer of technology and know-how in line with Article 11, and/or scientific and research collaborations; and

(b) entities that use biological materials and GSD shared through the CLNs and SDBs for non-commercial purposes are to acknowledge the providers of the biological materials and GSD in relevant presentations or publications; contribute to public dissemination and transparency of research results; and, as appropriate, taking into account the size, nature and capacities of the entity, actively engage in scientific and

		<p>academic collaborations, training and capacity-building activities, and consider voluntary monetary contributions to support the PABS System.</p> <p>Each Party, in respect of such a user operating within its jurisdiction, shall take all appropriate steps, in accordance with its relevant laws and circumstances, to encourage such a user to provide benefits in accordance with subparagraphs (a) and (b) above.</p> <p>8. The Parties shall cooperate and take appropriate measures, such as conditions in public procurements or on public financing of research and development, prepurchase agreements, or regulatory procedures, to encourage and facilitate as many manufacturers as possible to enter into standard PABS contracts as early as possible.</p> <p>9. During a pandemic, each Party in a position to do so shall, within available resources and subject to applicable laws and in line with Article 13, set aside a portion of its total procurement of relevant diagnostics, therapeutics or vaccines in a timely manner for use in countries facing challenges in meeting public health needs and demand for relevant diagnostics, therapeutics or vaccines.</p> <p>10. To support operationalization of the PABS System, WHO shall maintain updated lists of CLNs and SDBs, as well as of known pathogens that are pathogens with pandemic potential. WHO shall report regularly to the Parties on the conclusions of standard PABS contracts, and shall make such contracts public, while respecting commercial confidentiality. WHO shall use measures such as prequalification and the WHO Emergency Use Listing Procedure to promote the PABS System and encourage manufacturers to conclude standard PABS contracts.</p> <p>11. Templates for the standard PABS contracts and for legally binding terms of reference agreements with CLNs and SDBs shall be developed by the Parties.</p> <p>12. The Parties who are Parties to the Convention on Biological Diversity and its Nagoya Protocol recognize that the PABS System, when fully operational, is consistent with and does not run counter to the objectives of the Nagoya Protocol; shall function as a specialized international access and benefit-sharing instrument; and is the applicable access and benefit-sharing system for biological materials and GSD for pathogens with pandemic potential. Accordingly, each such Party shall take effective legislative, executive, administrative or other measures at the appropriate government level to give effect to this recognition. Parties who are not Parties to the Convention on Biological Diversity and its Nagoya Protocol shall take such measures with respect to any relevant domestic legislation to ensure alignment with the objectives and implementation of this provision.</p> <p>13. The Parties shall cooperate to support the effective operation of the PABS System, including by taking the necessary steps to facilitate the shipment of biological materials, and the export of necessary health products during a public health emergency of international concern or pandemic, in accordance with applicable international law.</p>
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			<p>14. The Conference of the Parties shall regularly review the operation, monitor adherence and effectiveness of the PABS System and shall take the decisions necessary to promote and support its effective and sustainable implementation.</p>
<p><b>Supply chain &amp; logistics &amp; National procurement- and distribution-related provisions</b></p>			
<p><b>Article 13. Global supply chain and logistics</b></p>	<p>1. The WHO Global Supply Chain and Logistics Network (the WHO SCL Network) is hereby established. The WHO Network will operate within the framework of WHO in partnership and collaboration with the relevant international organizations, regional organizations and other relevant organizations, and be guided by equity and public health needs paying particular attention to the needs of the Parties that are developing countries.</p> <p>2. The Conference of the Parties shall develop guidelines on modalities and collaboration for the WHO SCL Network which shall be aimed at ensuring close consultation among Parties, and that functions are discharged by the organizations best placed to perform them.</p> <p>3. The Parties shall support the WHO SCL Network's development and operationalization and participate in the WHO SCL Network, including through sustaining it at all times. The terms of the WHO SCL Network shall include:</p> <p>(a) estimating, or where possible determining, the most likely types and size/volume of products needed for robust pandemic prevention, preparedness and response, including the costs and logistics for establishing and maintaining strategic stockpiles of such products;</p> <p>(b) assessing the anticipated demand for, mapping the sources of, and maintaining a dashboard of manufacturers and suppliers, including surge capacities and relevant necessary raw materials for, the sustainable production of pandemic-related products;</p> <p>(c) identifying the most efficient multilateral and regional purchasing mechanisms, including pooled mechanisms;</p> <p>(d) working with national authorities to establish and maintain national and/or regional stockpiles of various pandemic response-related products, as well as maintaining the relevant logistical capacities and assessing them at regular intervals, and specifying the criteria to ensure that stockpiling is used only to address public health needs;</p> <p>(e) facilitating the negotiation and agreement of advance purchase commitments and procurement contracts for pandemic-related products;</p> <p>(f) promoting transparency in cost, pricing and all other relevant contractual terms along the supply chain;</p>	<p><b>Article 13. Supply Chain and Logistics</b></p>	<p>1. The Global Supply Chain and Logistics Network (the Network) is hereby established. The Network shall be developed, coordinated and convened by WHO in partnership with the Parties and other relevant international and regional stakeholders, and shall be guided by the principles of equity, transparency, inclusivity, timeliness, fairness and consideration of public health needs. The Network shall pay particular attention to the needs of developing countries, including those in fragile and humanitarian settings.</p> <p>2. The Conference of the Parties shall, at its first meeting, define the structure and modalities of the Network, which shall aim at ensuring the following:</p> <p>(a) collaboration among the Parties and other relevant stakeholders during and between pandemics;</p> <p>(b) assignment of functions to stakeholders based on competencies and expertise; and</p> <p>(c) accountability and transparency in the functioning of the Network.</p> <p>3. The Parties shall periodically review the operationalization of the Network, including the support provided by Parties and other stakeholders during and between pandemics.</p> <p>4. The functions of the Network shall include:</p> <p>(a) identifying the types of pandemic-related products and estimating the quantities needed and anticipated demand for robust pandemic prevention, preparedness and response;</p> <p>(b) identifying the sources of safe, effective and quality assured pandemic-related products, including raw materials and potential surge capacities as well as developing and maintaining a tool for this purpose;</p> <p>(c) identifying, assessing, keeping under review and facilitating the most efficient means of procuring quality pandemic-related products, potentially including pooled procurement and/or advance purchase agreements, to enhance equitable, timely and affordable access to these products;</p> <p>(d) promoting transparency in cost, pricing and other relevant data on products, including raw materials, across the value chain;</p>

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<p>(g) coordinating to avoid competition for resources among procuring entities, including regional organizations and/or mechanisms;</p> <p>(h) mapping existing, and identifying needed, delivery and distribution options;</p> <p>(i) establishing or operationalizing, as appropriate, international or regional stockpiles, consolidation hubs and staging areas;</p> <p>(j) assisting buying countries in meeting the logistical requirements for the utilization of specific pandemic-related products; and</p> <p>(k) facilitating or, as necessary, organizing the efficient delivery and appropriate utilization of pandemic-related products in beneficiary countries or in humanitarian settings.</p> <p>4. Each Party shall take appropriate measures to reduce waste of pandemic-related products, including through the exchange and/or donation of products in order to maximize their use, while taking account of the needs of recipient countries.</p> <p>5. Each Party shall, at the earliest reasonable opportunity and in accordance with applicable law, make publicly available online the terms of government-funded purchase agreements for pandemic-related products in those instances in which the Party is directly entering into such purchase agreements.</p> <p>6. Each Party shall, in its government-funded purchase agreements for pandemic-related products, to the fullest extent possible and in accordance with applicable laws, exclude confidentiality provisions that serve to limit disclosure of terms and conditions.</p> <p>7. The Parties recognize that any emergency trade measures in the event of a pandemic shall be targeted, proportionate, transparent and temporary, and do not create unnecessary barriers to trade or unnecessary disruptions in supply chains.</p> <p>8. The Parties shall commit to ensure rapid and unimpeded access of humanitarian relief personnel, as well as their means of transport, supplies and equipment, in accordance with international humanitarian law, and to respect the principles of humanity, neutrality, impartiality and independence for the provision of humanitarian assistance.</p> <p>9. The Parties shall enable inclusive, equitable and effective cooperation and participation, and shall take all appropriate measures to undertake the foregoing no later than 31 May 2025.</p>	<p>(e) promoting and coordinating within the Network to avoid competition for resources among international procuring entities, including regional organizations and/or mechanisms;</p> <p>(f) collaborating with relevant national authorities and organizations/institutions, as appropriate, and taking into account national and regional circumstances to establish, strengthen and maintain national, regional and/or international stockpiles of various pandemic-related products, including stockpiles earmarked for humanitarian settings, as well as to maintain related logistic capacities and assess them at regular intervals;</p> <p>(g) facilitating the equitable allocation of pandemic-related products, including those procured through the facilitation by the Network, acquired through the PABS or donated by countries as referred to in Article 13bis, subparagraph 2, based on public health risks and needs, and taking into account factors, such as population size, demographic structure, epidemiological situation and health system capabilities of beneficiary countries and their readiness and capacity to utilize such products;</p> <p>(h) facilitating the most efficient delivery and distribution of pandemic-related products, including, as appropriate, through regional stockpiles, consolidation hubs and staging areas, while taking into account specific requirements for these pandemic-related products, including in humanitarian settings; and</p> <p>(i) assisting countries in meeting the requirements for the effective utilization of specific pandemic-related products, as needed and requested.</p> <p>5. The WHO, as the convenor of the Network, shall report regularly to the Conference of the Parties on all matters relevant to the implementation of this Article.</p>
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		<p><b>Article 13bis: National procurement- and distribution-related provisions</b></p>	<p>1. Each Party shall publish the terms of its government-funded purchase agreements for pandemic-related products at the earliest reasonable opportunity and in accordance with applicable laws, and shall exclude confidentiality provisions that serve to limit such disclosure. Each Party shall also encourage regional and global purchasing mechanisms to do the same.</p> <p>2. Each Party, in accordance with national laws, shall include provisions in government-funded purchase agreements for pandemic-related products that promote timely and equitable global access to such products, such as provisions that:</p> <p>(a) permit the donation of such products outside of its territories;</p> <p>(b) facilitate potential modifications in order to address supply gaps around the world;</p> <p>(c) incentivize or otherwise encourage licensing and other transfer of technology, in particular for the benefit of developing countries; and</p> <p>(d) incentivize or otherwise encourage the formulation and sharing of global access plans for the products.</p> <p>3. The Parties recognize the importance of ensuring that any emergency trade measures designed to respond to a pandemic are targeted, proportionate, transparent and temporary, and do not create unnecessary barriers to trade or unnecessary disruptions in supply chains.</p> <p>4. The Parties commit to ensure rapid and unimpeded access of humanitarian relief personnel, as well as their means of transport, supplies and equipment, in accordance with international humanitarian law, and to respect the principles of humanity, neutrality, impartiality and independence of recognized humanitarian organizations for the provision of humanitarian assistance.</p> <p>5. Whenever possible, each Party shall take appropriate measures to promote rational use and reduce waste of pandemic-related products, including through the sharing of products, and taking into account the circumstances of recipient countries.</p> <p>6. Each Party shall ensure that any national stockpiles do not unnecessarily exceed quantities needed for domestic public health emergency preparedness and response.</p> <p>7. Whenever possible, when sharing pandemic emergency response with countries, organizations or any mechanism that is facilitated by the Network, each Party shall abide by the following:</p>
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			<p>(a) The selection and shelf life of pandemic emergency response-related products are data driven and in alignment with identified needs and the distribution and administration/dispensing timelines and capabilities of the recipients;</p> <p>(b) Prospective recipients are made aware of any expiration dates, availability of the products and required ancillaries as far in advance as possible;</p> <p>(c) As appropriate, sharing Parties coordinate with each other and with other global or regional access mechanisms to maximize allocation to populations with the highest risk and greatest public health need and to facilitate rapid absorption/administration;</p> <p>(d) Products shared with global or regional access mechanisms are unearmarked for greatest effectiveness and to support long-term planning;</p> <p>(e) Sharing Parties release products in large volumes and in a predictable manner, in order to reduce transaction costs and facilitate recipient planning; and</p> <p>(f) Shared products are accompanied by essential ancillaries and coordinated with the availability of support for distribution and administration, to ensure rapid allocation and absorption.</p> <p>8. Each Party shall facilitate the effective distribution, delivery and administration of pandemic-related products in its domestic market.</p>
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**Sustainable financing**

<p><b>Article 20. Financing</b></p>	<p>1. The Parties commit to sustainable financing for strengthening pandemic prevention, preparedness and response. In that regard, each Party, within the means and resources at its disposal, shall:</p> <p>(a) cooperate with other Parties, as appropriate, to raise sustainable financial resources for the effective implementation of this Agreement through bilateral and multilateral, regional or sub regional funding mechanisms;</p> <p>(b) plan and provide adequate financial support, in line with its national fiscal capacities, for: (i) strengthening and sustaining capacities for pandemic prevention, preparedness and response; (ii) implementing its national plans, programmes and priorities; and (iii) strengthening health systems and the progressive realization of universal health coverage for pandemic prevention, preparedness and response;</p> <p>(c) prioritize and increase or maintain, including through greater collaboration between the health, finance and private sectors, as appropriate, domestic funding for pandemic prevention, preparedness and response;</p>	<p><b>Article 20. Sustainable Financing</b></p>	<p>1. The Parties commit to working together to strengthen sustainable financing for health emergencies as well as for pandemic prevention, preparedness and response. In this regard, each Party, within the means and resources at its disposal, shall:</p> <p>(a) prioritize and maintain or increase, as necessary, domestic funding for pandemic prevention, preparedness and response, without undermining other domestic public health priorities including for: (i) strengthening and sustaining capacities for the prevention, preparedness and response to health emergencies and pandemics, in particular the core capacities of the International Health Regulations (2005); (ii) implementing national plans, programmes and priorities; and (iii) strengthening health systems resilience;</p> <p>(b) mobilize financial resources through all sources, including existing and new bilateral, sub-regional, regional and multilateral funding mechanisms, to assist in particular developing country Parties, in the implementation of the WHO Pandemic Agreement, including through grants and concessional loans;</p> <p>(c) promote, within relevant bilateral, regional and/or multilateral mechanisms, innovative financing measures, including but not limited to debt relief, based on transparent financial reprogramming plans for pandemic prevention, preparedness,</p>
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<p>(d) mobilize financial resources for international cooperation and assistance on pandemic prevention, preparedness and response, in accordance with its respective capacities and based on the principle of solidarity, particularly for developing countries, including through international organizations and existing and new mechanisms; and</p> <p>(e) provide support and assistance to other Parties, at their request, to facilitate containment of spillover at the source.</p> <p>2. A sustainable funding mechanism shall be established by the Conference of the Parties, no later than 31 December 2026. The mechanism shall ensure the provision of adequate, accessible, new and additional, and predictable financial resources, and shall include the following:</p> <p>(a) A capacity development fund that shall be resourced, inter alia, through the following:</p> <ul style="list-style-type: none"> <li>i. annual monetary contributions by Parties to the WHO Pandemic Agreement;</li> <li>ii. monetary contributions from recipients pursuant to Article 12; and</li> <li>iii. voluntary monetary contributions by Parties to the WHO Pandemic Agreement.</li> </ul> <p>(b) An endowment for pandemic prevention, preparedness and response, resourced, inter alia, from the following:</p> <ul style="list-style-type: none"> <li>i. voluntary monetary contributions from all relevant sectors that benefit from international work to strengthen pandemic prevention, preparedness and response; and</li> <li>ii. donations from philanthropic organizations, foundations and other voluntary monetary contributions.</li> </ul> <p>(c) The funding mechanism will provide resources to assist Parties, in particular developing countries, in meeting their obligations under the WHO Pandemic Agreement and related activities for pandemic prevention, preparedness and response. The funding mechanism will contribute to funding support of the Secretariat of the WHO Pandemic Agreement.</p> <p>(d) For the purposes of this Agreement, the mechanism shall function under the authority of the Conference of the Parties, and shall be accountable thereto. The Conference of the Parties shall further define and provide guidance on overall strategies, policies, programme priorities and eligibility for access to and</p>	<p>response and recovery of health-system related actions, for affected countries whose debt payment might affect expenditures on pandemic prevention, preparedness and response, and in the case of pandemics, take measures for debt relief, including the suspension of debt servicing and debt cancellation; and</p> <p>(d) encourage governance and operating models of existing financing entities to minimize the burden on countries, offer improved efficiency and coherence at scale, enhance transparency and be responsive to the needs and national priorities of developing countries.</p> <p>2. The governing bodies of the Cooperating Parties shall adopt, every five years a Financial and Implementation Strategy on pandemic prevention, preparedness and response. The Parties, particularly those providing financial support for the strengthening of pandemic prevention, preparedness and response, shall align with the Financial and Implementation Strategy while financing the relevant funding mechanisms, both within and outside WHO.</p> <p>3. A Coordinating Financial Mechanism (the "Mechanism") is hereby established to support the implementation of both the WHO Pandemic Agreement and the International Health Regulations (2005) in a sustainable, predictable, inclusive and transparent manner and accountable to the governing bodies of the Cooperating Parties. The mechanism aims to increase the effectiveness and efficiency of existing and future financial mechanisms, including by providing additional financial resources to strengthen and expand capacities for pandemic prevention, preparedness and response in Cooperating Parties, in particular in developing country Parties.</p> <p>4. The Mechanism shall include a pooled fund to provide financing to support, strengthen and expand capacities for pandemic prevention, preparedness and response, and as necessary for day zero surge response, in Cooperating Parties that require financial support. The fund may include sources from monetary contributions received as part of operations of the PABS System, voluntary funds from both States and non-State actors and other contributions to be agreed upon by the Conference of the Parties.</p> <p>5. The Mechanism will also promote harmonization and coordination for financing pandemic prevention, preparedness and response and International Health Regulations related capacities.</p> <p>6. The Mechanism shall, inter alia:</p> <p>(a) identify financing instruments and mechanisms that are available to serve the purposes of pandemic prevention, preparedness and response, and maintain a dashboard of such instruments and related information such as eligibility criteria, modalities and levels of funding available, priorities and process requirements, including financial contributions made by Parties and non-State actors, as applicable, to such instruments, and the funds allocated to countries from such instruments;</p>
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	<p>utilization of financial resources, including with respect to compensation mechanism(s) referred to in Article 15 of this Agreement, and shall further monitor outcomes and address the operation and resourcing of the funding mechanism, with due regard to the avoidance of conflicts of interest.</p> <p>3. The Parties represented in relevant regional and international intergovernmental organizations and financial and development institutions shall encourage, as appropriate, these entities to provide additional financial assistance for developing country Parties to support them in meeting their obligations under the WHO Pandemic Agreement, without limiting their participation in or membership of these organizations.</p>		<p>(b) establish, as necessary, following a mandate from the Conference of the Parties, working arrangements with relevant identified financing instruments and entities to facilitate their alignment with the Financial and Implementation Strategy;</p> <p>(c) provide advice and support, upon request, to Cooperating Parties in identifying and applying in order to obtain access to financial resources in accordance with national pandemic prevention, preparedness and response priorities and identified needs;</p> <p>(d) assess the availability of funds, and support the mobilization of financial resources free from conflict of interest; and</p> <p>(e) conduct relevant analyses on needs and gaps, in addition to tracking cooperation efforts, to inform the development of the Financial and Implementation Strategy, guide Cooperating Parties and recommend course corrections as necessary.</p> <p>7. The Mechanism, including its fund, shall function under the authority and guidance of the Conference of the Parties and be accountable to it. The Conference of the Parties shall adopt modalities for the operationalization of the Mechanism, including eligibility criteria and the establishment of a governing board of the Mechanism, with balanced representation of WHO regions and developed and developing country Parties, within 12 months after the entry into force of the Pandemic Agreement.</p> <p>8. The Conference of the Parties shall periodically review the effectiveness of the Mechanism, such as policies, operational modalities and activities, and its first revision should be carried out no less than two years after its establishment.</p>
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**Conference of the Parties (COP) &  
Reports to the COP**

<p><b>Article 21. Conference of the Parties</b></p>	<p>1. A Conference of the Parties is hereby established. The Conference of the Parties shall be comprised of delegates representing the Parties to the WHO Pandemic Agreement. Only delegates representing Parties will participate in any decision-making of the Conference of the Parties. The Conference of the Parties shall establish the criteria for the participation of observers at its proceedings.</p> <p>2. With the aim of promoting the coherence of the Conference of the Parties and the World Health Assembly, as well as coherence with respect to relevant instruments and mechanisms within the framework of the World Health Organization, the Conference of the Parties shall operate in coordination with the World Health Assembly. In particular, the Conference of the Parties shall</p>	<p><b>Article 21. Conference of the Parties</b></p>	<p>1. A Conference of the Parties is hereby established.</p> <p>2. The Conference of the Parties shall keep under regular review, every three years, the implementation of the WHO Pandemic Agreement and take the decisions necessary to promote its effective implementation. To this end, it shall:</p> <p>(a) consider reports submitted by the Parties in accordance with Article 23 and adopt regular reports on the implementation of the WHO Pandemic Agreement;</p> <p>(b) oversee any subsidiary bodies, including by establishing their rules of procedure and working modalities;</p>
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<p>hold their regular sessions immediately before or after regular sessions of the World Health Assembly, and in the same location and venue as the World Health Assembly, where feasible.</p> <p>3. The first session of the Conference of the Parties shall be convened by the World Health Organization not later than one year after the entry into force of the WHO Pandemic Agreement.</p> <p>4. Following the first session of the Conference of the Parties:</p> <p>(a) subsequent regular sessions of the Conference of the Parties shall be held annually; and</p> <p>(b) extraordinary sessions of the Conference of the Parties shall be held at such a time and date, without reference to regular sessions of the World Health Assembly, as may be deemed necessary by the Conference of the Parties or at the written request of any Party, provided that, within six months of the request being communicated to them by the Secretariat, it is supported by at least one third of the Parties.</p> <p>5. The Conference of the Parties shall adopt by consensus its Rules of Procedure at its first session.</p> <p>6. The Conference of the Parties shall by consensus adopt financial rules for itself as well as governing the funding of any subsidiary bodies of the Conference of the Parties that are or may be established, as well as financial provisions governing the functioning of the Secretariat. It shall also adopt a biennial budget.</p> <p>7. The Conference of the Parties shall keep under regular review the implementation of the WHO Pandemic Agreement and take the decisions necessary to promote its effective implementation, and may adopt amendments, annexes and protocols to the WHO Pandemic Agreement, in accordance with Articles 28, 29, and 30. To this end, it shall:</p> <p>(a) consider reports submitted by the Parties in accordance with Article 23 and adopt regular reports on the implementation of the WHO Pandemic Agreement;</p> <p>(b) oversee any subsidiary bodies, including by establishing their rules of procedure and working modalities;</p> <p>(c) promote and facilitate the mobilization of financial resources for the implementation of the WHO Pandemic Agreement, in accordance with Article 20;</p>	<p>(c) promote and facilitate the mobilization of financial resources for the implementation of the WHO Pandemic Agreement, in accordance with Article 20;</p> <p>(d) consider and review developed countries' reports on their contribution to the implementation of the WHO Pandemic Agreement or any other assistance offered towards developing countries and reports submitted by such parties or countries on receiving such offers, their acceptance, rejection or implementation, both submitted pursuant to Article 19 and provide specific recommendations to the parties concerned on enhancing such cooperation and assistance;</p> <p>(e) invite, where appropriate in order to strengthen the implementation of the WHO Pandemic Agreement, the services and cooperation of, and information provided by, competent and relevant organizations and bodies of the United Nations system and other international and regional intergovernmental organizations and nongovernmental organizations and bodies;</p> <p>(f) promote, including by establishing appropriate processes, cooperation and coordination with and among relevant legal instruments and frameworks and relevant global, regional, subregional and sectoral bodies, with a view to promoting coherence among efforts for pandemic prevention, preparedness and response;</p> <p>(g) provide guidance to the WHO Director-General and to Parties, on effective implementation of the WHO Pandemic Agreement including the matters considered in paragraphs (a) and (d); and</p> <p>(h) consider other actions, as appropriate, for the achievement of the objective of the WHO Pandemic Agreement in the light of experience gained in its implementation.</p> <p>3. The first session of the Conference of the Parties shall be convened by the World Health Organization not later than one year after the entry into force of the WHO Pandemic Agreement. The Conference of the Parties will determine the venue and timing of subsequent regular sessions at its first session.</p> <p>4. Extraordinary sessions of the Conference of the Parties shall be held at such other times as may be deemed necessary by the Conference of the Parties, or at the written request of any Party, provided that, within six months of the request being communicated in writing to the Parties by the Secretariat, it is supported by at least one-third of the Parties.</p> <p>5. The Conference of the Parties shall adopt by consensus its Rules of Procedure at its first session.</p> <p>6. The Conference of the Parties shall establish the criteria for the participation of observers at its proceedings.</p>
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	<p>(d) request, where appropriate, the services and cooperation of, and information provided by, the competent and relevant organizations and bodies of the United Nations system and other international and regional intergovernmental organizations and nongovernmental organizations and bodies, as a means of strengthening the implementation of the WHO Pandemic Agreement; and</p> <p>(e) consider other action, as appropriate, for the achievement of the objective of the WHO Pandemic Agreement, in the light of experience gained in its implementation.</p> <p>8. The Conference of the Parties shall keep under regular review, every three years, the implementation and outcome of the Pandemic Agreement and any related legal instruments that the Conference of the Parties may adopt, and shall make the decisions necessary to promote the effective implementation of the WHO Pandemic Agreement.</p> <p>9. The Conference of the Parties shall establish subsidiary bodies to carry out the work of the Conference of the Parties, as it deems necessary, on terms and modalities to be defined by the Conference of the Parties. Such subsidiary bodies may include, without limitation, an Implementation and Compliance Committee, a Panel of Experts to provide scientific advice, and a WHO PABS System Expert Advisory Group.</p>		<p>7. The Conference of the Parties shall by consensus adopt financial rules for itself as well as governing the funding of any subsidiary bodies it may establish as well as financial provisions governing the functioning of the Secretariat. At each ordinary session, it shall adopt a budget for the financial period until the next ordinary session.</p> <p>8. The Conference of the Parties may establish subsidiary bodies, as it deems necessary, and on terms and modalities to be defined by the Conference of the Parties.</p>
<p><b>Article 23. Reports to the Conference of the Parties</b></p>	<p>1. Each Party shall submit to the Conference of the Parties periodic reports on its implementation of the WHO Pandemic Agreement, which shall include the following: (a) information on legislative, executive and administrative measures, good practices or other measures taken to implement the WHO Pandemic Agreement;</p> <p>(b) information on any constraints or difficulties encountered in the implementation of the WHO Pandemic Agreement and on the measures taken or under consideration to overcome them;</p> <p>(c) information on implementation support received under the WHO Pandemic Agreement; and</p> <p>(d) other information as required by specific provisions of the WHO Pandemic Agreement.</p> <p>2. The frequency, conditions and format of the reports, including periodic reports, submitted by the Parties shall be determined by the Conference of the Parties at its first session, with the aim of facilitating reporting by the Parties and avoiding duplications. These reports shall be drawn up in a clear, transparent</p>	<p><b>Article 23. Reports to the Conference of the Parties</b></p>	<p>1. Each Party shall submit to the Conference of the Parties, through the Secretariat, periodic reports on its implementation of the WHO Pandemic Agreement.</p> <p>2. The frequency and format of the reports submitted by all Parties shall be determined by the Conference of the Parties.</p> <p>3. The Conference of the Parties shall adopt appropriate measures to assist Parties, upon request, in meeting their obligations under this Article, with particular attention to the needs of developing country Parties.</p> <p>4. The reporting and exchange of information under the WHO Pandemic Agreement shall be subject to national law regarding confidentiality and privacy. The Parties shall protect, as mutually agreed, any confidential information that is exchanged.</p>

**Proposal for Negotiating Text of the  
WHO Pandemic Agreement (30 October 2023)**

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	<p>and exhaustive manner, without prejudice to respect for applicable rules on confidentiality, privacy and data protection.</p> <p>3. The Conference of the Parties shall adopt appropriate measures to assist Parties, upon request, in meeting their obligations under this Article, paying particular attention to the needs of the Parties that are developing countries.</p> <p>4. The periodic reports submitted by the Parties shall be made publicly available online by the Secretariat.</p>		
<p><b>Article 34. Settlement of disputes</b></p>	<p>1. In the event of a dispute between two or more Parties concerning the interpretation or application of the WHO Pandemic Agreement, the Parties concerned shall seek through diplomatic channels a settlement of the dispute through negotiation or any other peaceful means of their own choice, including good offices, mediation or conciliation. Failure to reach a solution by good offices, mediation or conciliation shall not absolve the parties to the dispute from the responsibility of continuing to seek to resolve it.</p> <p>2. When ratifying, accepting, approving, formally confirming or acceding to the WHO Pandemic Agreement, or at any time thereafter, a Party which is not a regional economic integration organization may declare in writing to the Depositary that, for a dispute not resolved in accordance with paragraph 1 of this Article, it accepts, as compulsory ipso facto and without special agreement, in relation to any Party accepting the same obligation: (a) submission of the dispute to the International Court of Justice; and/or (b) ad hoc arbitration in accordance with procedures to be adopted by consensus by the Conference of the Parties. A Party which is a regional economic integration organization may make a declaration with like effect in relation to arbitration in accordance with the procedures referred to in paragraph 2(b) of this Article.</p> <p>3. The provisions of this Article shall apply with respect to any protocol as between the parties to the protocol, unless otherwise provided therein.</p>	<p><b>Article 25. Settlement of disputes</b></p>	<p>1. In the event of a dispute between two or more Parties concerning the interpretation or application of the WHO Pandemic Agreement, the Parties concerned shall seek through diplomatic channels a settlement of the dispute through negotiation or any other peaceful means of their own choice, including good offices, mediation or conciliation. Failure to reach a solution by good offices, mediation or conciliation shall not absolve the parties to the dispute from continuing to seek to resolve it.</p> <p>2. When ratifying, accepting, approving, formally confirming or acceding to the WHO Pandemic Agreement, or at any time thereafter, a Party may declare in writing to the Depositary that, for a dispute not resolved in accordance with paragraph 1 of this Article, it accepts, as compulsory ad hoc arbitration in accordance with the Permanent Court of Arbitration Rules of 2012.</p> <p>3. The provisions of this Article shall apply with respect to any protocol as between the parties to the protocol, unless otherwise provided therein.</p>
<p><b>Article 26. Reservations</b></p>	<p>No reservations may be made to the WHO Pandemic Agreement.</p>	<p><b>Article 27. Reservations</b></p>	<p>1. Reservations may be made to the WHO Pandemic Agreement unless incompatible with the object and purpose of the WHO Pandemic Agreement.</p> <p>2. Notwithstanding paragraph 1 above, no reservation may be made to Article XX, Article YY, or Article ZZ of the WHO Pandemic Agreement.</p>