GENEVA GRADUATE INSTITUTE | GLOBAL HEALTH CENTRE

GOVERNING PANDEMICS SNAPSHOT

A SERIES OF PERIODIC BRIEFINGS ON THE STATE OF GLOBAL REFORMS FOR PANDEMIC PREPAREDNESS AND RESPONSE (PPR) | JANUARY 2026

Only 12 more negotiating days remain until WHO member states hit the May 2026 deadline for an agreement on a Pathogen Access and Benefit Sharing System, set as part of the new Pandemic Agreement adopted at last year's World Health Assembly.

The gap between developed and developing blocs of countries remains large, and progress has been slow in bridging the divide. A bloc of approximately 100 low-and-middle income countries (LMICs) continues to call for mandatory benefit sharing, including guaranteed LMIC access to vaccines, therapeutics, and diagnostics (VTDs) as the price of their rapid sharing of information on novel pathogens that might pose a pandemic risk. High-income countries, on the other hand, remain focused on protecting the pharma innovation ecosystem and ensuring open pharma access to pathogen sequence data.

While some skeletal elements of the PABS might actually be settled in time for adoption at this year's 79th WHA, 18-23 May, other issues are now likely to be kicked further down the road, potentially to a future Pandemic Agreement Conference of Parties (COP).

In the seventh issue of the Governing Pandemics Snapshot, Daniela Morich dissects the choices facing member states in "The Pandemic Agreement on Hold: Can Countries Bridge the Divide on PABS"? In "Avoiding Contractual Fatalism: Lessons from PIP Framework for Standardising PABS contracts" Adam Strobeyko meanwhile looks at how the experience of the Pandemic Influence Preparedness (PIP) Framework could help inform the PABS process. In "PABS laboratory networks: building a new system or using what we have?" Gian Luca Burci examines whether existing WHO-managed networks could take on the additional role of a PABS laboratory network. Finally, in her piece, "Could money grease the wheels of compromise on PABS?" Suerie Moon explores how finance for Access and Benefit Sharing (ABS) could be generated in "interpandemic" times when the absence of a clear pandemic threat provides limited incentive to pharma companies to invest in related products.

More frequent updates are available on our timeline. Feedback is welcome at globalhealth@graduateinstitute.ch.

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THE PANDEMIC AGREEMENT ON HOLD: CAN COUNTRIES BRIDGE THE DIVIDE ON PATHOGEN ACCESS AND BENEFIT SHARING?

By Daniela Morich

On 20 May 2025, the global health community welcomed the adoption of the Pandemic Agreement (PA) as a much-needed triumph of multilateralism in a year marked by significant challenges and strains on global cooperation.

Although adopted, the Agreement will not be opened for signature until a supplementary Annex on the Pathogen Access and Benefit Sharing (PABS) system is completed—an uncommon feature in international law that temporarily halts the Agreement's progress toward entry into force until the details of the Annex are agreed.

At the core of the Annex lies a longstanding tension: how to ensure rapid and reliable sharing of pathogens and their genetic sequence data -- crucial for managing health emergencies and for the development of health products -- while also guaranteeing fair and meaningful access to the

benefits derived from their use, such as vaccines and therapeutics.

Article 12 of the PA sets out the foundational principles of the PABS system, but the specifics -- such as the recognition of obligations for countries and manufacturers, benefit-sharing arrangements, and implementation mechanisms—remain to be negotiated. An ad hoc Intergovernmental Working Group (IGWG), open to all WHO Member States, has been tasked with translating these principles into operational rules.

A wide divide from the start

The IGWG officially began its work in mid-2025. In August, WHO Member States submitted 17 textual proposals reflecting the views of approximately 100 countries. These proposals revealed, from the outset, deep divergences in how countries imagine the PABS System, and those differences have continued to shape the negotiations ever since.

Developing countries advocate for strong equity provisions, including mandatory benefit-sharing and guaranteed access to vaccines, therapeutics, and diagnostics (VTDs). Their approach relies on transparency and traceability, with a strong role for WHO in administering the system and oversight by a future Conference of the Parties (COP).

Developing country blocs also have placed a greater emphasis on technology transfer, and as part of that, licensing of medicines and vaccines as core benefits they should reap from the PABS agreement. As such, their proposals prioritize binding obligations operationalized through contractual mechanisms to ensure traceability and enforceability of commitments and to support the development of regional production capacity. Consistent with this approach, the leading LMIC negotiating blocs, known as the Africa Group and the Group for Equity, as well as Egypt, Libya, Somalia and Sudan jointly submitted an ad hoc proposal for draft contractual agreements for negotiation (see Adam Strobeyko's piece Avoiding Contract Fatalism.).

High-income countries, by contrast, focus on protecting the innovation ecosystem, maintaining open access to pathogen sequence data, and preserving incentives for private-sector research and development, which is still mainly happening in the Global North. With regards to benefit-sharing obligations, they tend to favor voluntary and flexible commitments for manufacturers and research institutions. Their concern is that overly rigid obligations could undermine scientific collaboration or discourage investment in pandemic-related technologies.

A first draft text does not bridge divides

In October 2025, the IGWG's Bureau, a six-person panel steering the negotiations, released the first Draft Text of the Annex ahead of the Group's third meeting. Although the text drew significant criticism from many delegations, it nonetheless became the basis for negotiations during the two subsequent meetings in November and December.

Progress was extraordinarily slow. Delegations used the sessions not to narrow differences but to reinsert language they considered being omitted from the Bureau's proposal. As a result, the document expanded from seven pages to thirty-seven, producing a dense and unwieldy "rolling text" in which every proposal reappeared. The only areas where common ground emerged were a few preliminary words on governance elements, notably that the COP would oversee the PABS System and that a PABS Advisory Group would be created.

Following calls for more transparency in the proceedings, the second IGWG meeting marked a surprising shift by deciding, on a pilot basis, to invite stakeholders to observe discussions starting at IGWG3 in November 2025.

However, this openness was quickly revoked at the beginning of IGWG3, with no access to the negotiating room granted to observers. Further constraints on meaningful participation were introduced in January 2026, when participation was limited to virtual attendance. It is hoped that greater transparency will be allowed as the process moves forward.

Revising the Draft: Gains Limited to Pathogen Definition

In the fourth resumed session of the IGWG (20–22 January 2026), progress remained slow. The Bureau, following regular intersessional informal meetings, released a revised draft text. Some advancement was seen in clarifying language on the definition of "pathogen with pandemic potential," an important step in defining the system's scope, but little progress was made elsewhere in the text. Despite a generally positive mood in the room, the ticking clock reinforced a sense of urgency. Progress in bridging the divides continues to be painfully slow.

A small but highly engaged group of relevant stakeholders continues to follow the process closely, although it remains state-led and conducted

behind closed doors. Interaction with delegates is limited to short briefings led by the Bureau and is restricted to stakeholders duly accredited to the process.

Are we nearing the finish line?

With the May 2026 deadline approaching – and only 12 actual negotiation days remaining – clear divergences between blocs of countries remain a significant obstacle.

Additionally, while some issues—such as laboratory networks, databases, and traceability—have been discussed, other critical topics, including financing, have yet to be meaningfully addressed, as highlighted by Suerie Moon in her companion article "Could money grease the wheels of compromise on PABS?"

Against the ticking clock, an overarching question now looms: which elements of the PABS parties might be willing to settle now - and which they might further kick down the road to a future Pandemic Agreement's COP.

Problematically, these negotiations also unfold against the backdrop of a spate of US bilateral agreements with developing countries - so far 15 in all. In these arrangements, seen as a cornerstone of the new US global health policy, aid and commercial deals are offered in exchange for access to pathogen samples and data about disease outbreaks.

Some experts worry that these deals will negatively affect the negotiations in Geneva, and the future PABS systems, as they could create structural dependency that constrains a country's ability to share data independently with regional or WHO-coordinated networks.

With only a few months remaining, parties will need to be realistic about what can be achieved. Successfully concluding this work would consolidate years of effort and strengthen the foundations of a more equitable global pandemic preparedness and response system.

AVOIDING CONTRACTUAL FATALISM: LESSONS FROM PIP FRAMEWORK FOR STANDARDISING PABS CONTRACTS

By Adam Strobeyko

Jacques the Fatalist and His Master is Denis Diderot's novel in which Jacques tries to entertain his travelling companion by recounting the story of his love affairs. Yet, over the course of 300+ pages, Jacques's narrative is constantly derailed: by chance encounters, by other characters' misadventures, and even by interventions from "the reader" who demands further clarifications.

Discussion of contracts for the purposes of the PABS System can feel oddly similar, with the topic reappearing since the beginning of negotiations. Indeed, one of the few points that has crystallised about the future Pathogen Access and Benefit-Sharing (PABS) System is that it will rely on "legally binding contracts." However, how exactly benefit-sharing commitments will be operationalised and enforced remains an open question.

A recent proposal tabled by the Africa Group, the Group for Equity, and Egypt, Libya, Somalia and Sudan (the "Group for Equity & Africa Group+ proposal") has been discussed in IGWG informals. In this Snapshot, I situate the debate in light of lessons from the PIP Framework's use of Standard Material Transfer Agreements (SMTAs) and contract law principles. I draw lessons for the design of contracts governing sample exchange under the Pandemic Agreement.

I argue that PABS contracts should be more standardised than PIP SMTAs on core legal issues such as enforcement, dispute settlement, and force majeure clauses. But does that necessitate a certain kind of fatalism, negotiating every single contract clause and treating it as fixed in advance? Not necessarily. Strong standardisation on core provisions can be balanced with flexibility-by-design to incentivize participation - as reflected in the PIP Framework - and by deferring the finer points of technical drafting for later negotiation once the system's basic architecture is agreed upon.

Examining PIP Framework SMTAs

Under the PIP Framework, pandemic influenza viruses are shared through WHO's Global Influenza Surveillance and Response System (GISRS), including onward transfers to recipients outside the network, such as pharmaceutical companies. In return, entities receiving PIP biological materials undertake to provide benefits linked to their use, channelled through WHO.

These commitments are formalised through private-law contracts known as Standard Material Transfer Agreements (SMTAs). SMTA1 governs transfers within GISRS, while SMTA2 applies to transfers outside the network, including to manufacturers of vaccines, antivirals, diagnostics, and other relevant products. SMTA2s are negotiated and concluded between WHO and recipient entities. They generally do not preclude recipients from seeking intellectual property rights on products, while requiring recipients to provide benefit-sharing commitments selected from an annexed menu (See model SMTA2 text in PIP Framework Annex 2). These may include donating or reserving shares of real-time pandemic production for WHO allocation at affordable prices, and/or granting licences or transferring technology to support manufacturing capacity in developing countries.

A review of signed SMTA2s shows that, despite their "standard" label, they combine a stable legal core with negotiated variations, including through confidential "term sheets." The core logic is consistent: recipients may not onward-transfer PIP biological materials unless the downstream recipient has also concluded an SMTA with WHO. [1] However, PIP implementation showed this could slow timely virus sharing with public-health consequences. WHO and partners therefore also created an interim "Shipment Notice" process that allows shipments to proceed while SMTA2s are negotiated, ensuring continuity of critical public-health activities. The Notice indicates that if the recipient does not agree to such obligations it must cancel its request with a GISRS Lab.

Signed SMTA2s also fill in provisions that the model SMTA2 text leaves open, and these choices matter for risk allocation. While the model states "Liability and indemnity — to be agreed by the parties," executed agreements specify indemnities and, in some cases, exclude costs arising from WHO employees' "gross negligence or wilful misconduct."

The clearest differences appear in benefit-sharing. Annex 2 frames vaccine manufacturer options in terms of "at least 10%" donation and "at least 10%" reservation, while also signalling negotiation flexibility (for example, a 5–20% range). In practice, many signed manufacturer SMTA2s adopt a 10% package structured as 8% donation and 2% reserved at affordable prices—a departure from the model's headline framing, but arguably consistent with its built-in flexibility. Elsewhere, benefit-sharing is operationalised in product-specific quantities rather than percentages (for example, reserving 250,000 diagnostic kits, or donating 25 million syringes). Agreements with academic and research institutions can be lighter still, shifting from quantified commitments to procedural duties, such as requiring the recipient to "consider contributing" to listed measures.

The dispute settlement rules are not uniform: some SMTAs provide for arbitration. For example, Denka Seiken SMTA refers to Rules of Arbitration of the International Chamber of Commerce, with the seat of arbitration in Geneva. Others prioritise non-binding conciliation or conciliation followed by arbitration.

Finally, the PIP Framework's reliance on confidential "term sheets" attached to the SMTAs raises questions about the viability and enforcement of the system. Rourke's textual analysis of the PIP Framework and its SMTA2s reveals significant use of confidential and broad force majeure clauses - with force majeure sometimes defined to include pandemic influenza - in contracts with manufacturers which can free the parties from fulfilling their contractual obligations.

Lessons for standardisation of PABS legally binding contracts

PIP shows that "standard" agreements can vary significantly in practice. A central challenge for PABS will be to standardise core provisions, while preserving some space for flexibility that is necessary to make agreements workable and attractive for industry and academic counterparts.

For example, dispute-settlement clauses are essential, because they determine the applicable procedural framework, forum, and practical pathway to enforcement. Yet PIP SMTA2s are not uniform: they use different modalities (conciliation, arbitration, or sequences combining both) and, in some cases, provide limited detail on governing law or procedural rules.

While enforcement is crucial, it is unrealistic to design a system on the assumption that WHO can routinely litigate or arbitrate disputes against well-resourced counterparties. PABS should therefore be built on the expectation that conciliation or mediation will be the primary first step, with credible escalation mechanisms reserved for cases of bad faith or major breaches that frustrate the whole contract. Enforcement should also rely on non-judicial compliance tools—such as access conditions, eligibility requirements, and suspension mechanisms—an approach reflected in elements of the Group for Equity & Africa Group+ proposal. At the same time, PABS contracts should still specify

a clear dispute forum and rules of arbitration to support consistent interpretation and reduce strategic ambiguity. As in love stories, it is perhaps better to set these terms in the relative "peacetime," rather than leave too much space for interpretation once a dispute arises.

A related lesson concerns liability. The COVID-19 experience shows how pivotal liability allocation can be. Unlike the PIP approach, PABS should not leave liability clauses to ad hoc negotiation, but should use standardised clauses (with possible variation between different categories of manufacturers) that balances key stakeholder interests and supports predictable risk allocation.

Flexibility can be useful for calibrating benefit-sharing modalities, since it shapes parties' incentives. However, too much flexibility undermines the predictability and equity that a genuinely multilateral system is meant to provide. Adopting the PIP Framework's flexibility-by-design approach with regard to benefit-sharing may therefore offer a reasonable middle way.

Finally, PABS contracts should eliminate or strictly limit confidentiality provisions that undermine the logic of standardisation. Force majeure should be addressed transparently in the main text, ideally through a non-exhaustive list of qualifying events and clear procedural requirements, to improve certainty around obligations and enforcement options. A "pandemic emergency," as defined by the Pandemic Agreement shall not be interpreted to constitute a force majeure event, as doing so would go against the object and purpose of the Agreement.

What does this mean for PABS negotiations?

Against this backdrop, the Group for Equity & Africa Group+ proposal signals a preference for a more prescriptive, contract-based approach: it pairs standardised instruments for material and sequence information sharing with stronger traceability requirements, tighter conditions on downstream use and onward transfer, and more explicit benefit-sharing expectations, particularly for manufacturers.

Experience under PIP also suggests that contract design quickly becomes a highly technical exercise, with major consequences turning on issues such as dispute settlement, liability, confidentiality, force majeure, and the operational feasibility of monitoring and enforcement which often build on standardized contract law clauses and principles and do not need to be reinvented for the purpose.

In the end, Jacques the Fatalist never got to tell the full story of his loves, as it was derailed by other events. For IGWG, the challenge consists of securing political agreement on the core contractual principles and minimum parameters of legally binding commitments, while leaving room for legal drafting of all remaining provisions to be developed and refined later. This could be done for example, by the COP under the Pandemic Agreement, through a dedicated process and in consultation with legal and technical experts. Otherwise, the PABS negotiations may share the fate of Jacques.

[1] Note that GSK SMTA clarifies that certain transfers to contracted entities are not treated as onward transfers provided the materials are returned or destroyed

PABS LABORATORY NETWORKS: BUILDING A NEW SYSTEM OR USING WHAT WE HAVE?

By Gian Luca Burci

This section will concentrate on laboratories handling and sharing physical samples of pathogens rather than databases uploading and sharing sequence information. Of course, many of the considerations developed here may also be applicable to databases, and in any case a growing number of laboratories are able to sequence the pathogens they receive.

Legal basis

Article 12 of the Pandemic Agreement (PA) is silent on the mechanism to share samples of pathogens of possible or actual pandemic potential. However, it lays out a number of principles that should form the basis of the laboratory network and its functions.

Such principles include rapid and timely sharing of PABS materials, modalities, terms and conditions that provide legal certainty, and implementation consistent with applicable international and national law including with regard to biosafety, biosecurity, data protection, and, most importantly, the "Nagoya Protocol" to the Convention on Biological Diversity.

Mapping existing laboratory networks

The silence of Article 12 on the specifics of the laboratory network raises the question whether PABS will require Parties to establish a new and dedicated network or whether it will rely as much as possible on existing laboratories and networks that

would be designated for that purpose. On the basis of practical and financial reasons, it appears that the latter option is the most realistic.

While the WHO Secretariat will probably provide more information on existing networks, there are already global and regional laboratory networks that could be designated under PABS and/or provide models and templates for the network. At the global level, the most familiar is the Global Influenza Surveillance and Response System (GISRS) originally established in the 1950s to fight seasonal influenza and subsequently subsumed under the Pandemic Influenza Preparedness (PIP) Framework. GISRS has a "hubs and spoke" structure and is composed of multiple layers of increasingly sophisticated laboratories with different functions.

WHO coordinates GISRS and stewards its functioning inter alia through its conclusion of Material Transfer Agreements (MTA) with recipients of PIP material. WHO is involved in less formal ways in several other laboratory networks specialized on specific pathogens and diseases that could also be candidates for the PABS network or at least provide a model and blueprint for its structure, organization and division of labour. Notable examples are the Global Polio Laboratory Network and the WHO TB Supranational Reference Laboratory Network. There are also interesting examples at the regional level, notably the European Virus Archive (EVA), a non-profit consortium established in 2009 and funded by the European Union which combines a centralized web catalogue of available viruses with a decentralized biobanking structure composed of an international network of laboratories.

Laboratories sometimes specialize on specific pathogens but we don't know what will cause the next pandemic. The future PABS laboratory network should therefore be able to identify and handle an unpredictable range of pathogens. sssssFor this reason, it would make sense to build a network of laboratories that can cover a broad range of pathogens and that can cooperate and complement one another.

Legal nature of the network

The PABS network is not an organ of either the PA or WHO. It will be composed of public and private laboratories under national jurisdiction that are expected to collaborate and accept functions and responsibilities in the implementation of PABS. Parties will have to enact or adapt legislation to designate laboratories and define their functions and responsibilities.

At the same time, WHO will have to be part of the designation process as the administrator and coordinator of PABS under Article 12. A process of designation by the states concerned as well as by WHO will be an essential part of the system. This will also have to include managing entries into and exits from the network. The double designation will have to be addressed carefully, in particular on whether to grant WHO the authority to independently assess capacities, biosafety and biosecurity levels, etc. WHO should also have the authority to periodically assess the maintenance of those capacities and report to the Conference of the Parties (COP)s.

In view of its role and responsibility and the need to ensure the integrity of the network, WHO should designate the laboratories on the basis of agreed terms of reference that will bind the laboratory to respect the terms and conditions set in the Annex

In the absence of clear language to the contrary in the PA, WHO's coordination of the network will not imply the exercise of executive authority or the issuance of binding orders addressed to the laboratories. It may consist of a lighter form of coordination including designation, support, joint meetings, guidance, training and potentially authority to terminate or suspend laboratories on the basis of changed circumstances or breach of their terms of reference. It has also been proposed that WHO should manage a registry of PABS materials as a centralized reference tool.

Structure of the network

The structure of the network can, in principle, be approached from two perspectives. Under the first all the laboratories that share samples are part of the network. Under the second, only laboratories with higher capacities are formally part of the PABS network. They will receive samples from national laboratories that remain outside the network but that will have to share samples in the implementation of the obligations of their host states. Network laboratories should be able to store safely, identify and characterize the pathogen, share it onwards as well as to perform other ancillary functions including the production of information and metadata.

While the former model seems more "democratic" and anchors the obligation to share in all laboratories, the latter may be more realistic and manageable, including for WHO. This implies that the network will be composed of a relatively limited number of laboratories performing different and complementary functions akin to GISRS or the polio

laboratory network. Given the political implications of PABS and the uneven regional distribution of sophisticated laboratories, the latter approach may lead to requests for a fair geographical distribution of network laboratories and consequently for financial and technical support in establishing or upgrading laboratories in developing countries.

The choice of model will influence when a pathogen becomes PABS material and triggers the obligations under Article 12 and the PABS Annex. This will depend in part on the agreed definition and criteria for pathogens with pandemic potential, but also on the allocation of authority for matching a specific pathogen with those definitions and criteria. An important question is who has the authority to decide that a pathogen falls under PABS? If this authority is granted to a laboratory part of the network in view of the general legal implications of such a designation,what happens if different laboratories disagree and refuse to share? The Annex should ideally define a process to reach a final decision, for example by delegating this authority to WHO with the advice of the PABS Advisory Group.

Network laboratories must have specialized and complementary capacities similar to those of GISRS or polio laboratories with different functions. Who defines the types of PABS laboratories and how? In the case of GISRS the PIP framework codified a pre-existing situation, but this won't be the case for a new network. Ideally a categorization of needed functions should be included in the annex, as it was in the PIP framework. However, if this is not possible the WHO secretariat could make a proposal based on the existing laboratory landscape, to be approved by the COP.

Obligations of the network laboratories

Network laboratories must share samples and information against a "legitimate request," a potentially difficult concept to be agreed upon. Sharing could be preferentially with other network laboratories but should also extend to states non-parties or other actors outside the network, including other laboratories or pharmaceutical companies. The PIP Framework could provide a template for the use of different agreements depending on the recipient. In order to avoid free-riding, recipients outside the network or the scope of the PA should at a minimum accept and comply with terms and conditions in order to be eligible.

It is an open question whether sharing with other laboratories or recipients will require MTAs and, if so, whether there should be different MTAs along the line of the PIP Framework to be concluded between the laboratories concerned or with WHO as the case may be. There is a risk of overburdening WHO and the system as a whole if potentially hundreds of MTAs have to be concluded. An alternative could be detailed, mandatory and generally agreed terms and conditions that apply automatically to the recipient of samples and do not require separate MTAs.

Sharing obligations under PABS will have to take into account the notification obligations under Articles 6 and 7 of the IHR. Those provisions do not require sharing samples but rather "public health information" spelled out in detail in paragraph 2 of Article 6. The relations between the two sets of obligations will depend on the specific circumstances. A pathogen with pandemic potential may be detected through surveillance even in the absence of a notifiable event under the IHR, in which case it must be shared even without a notification under Articles 6 or 7. Alternatively, it may be identified in the context of an event that must be notified under the IHR, in which case the two obligations should be complied with simultaneously.

Organization of the network

An important aspect will be the organisation of the network and how labs will cooperate and coordinate. The network can only be sustainable if it builds on current networks and scientific structures and aims at securing their complementarity and collaboration.

A question to be addressed in the Annex or in early decisions by the COP is whether the Network should in principle be self-organizing or should be structured and organized by the WHO Secretariat under the supervision of the COP in view of the political and practical implications of its functioning. It is probably inevitable that the WHO Secretariat be given the mandate to rationalize the organization and working of the Network in order to ensure its overall coherence and avoid gaps, but the details will have to be carefully considered to avoid unnecessary overregulation.

National law and international obligations

A final point is the influence of national and international law on the sharing of samples and specimens. Article 12.5.(e) of the PA is the defining provision in this connection and reads as follows: "implementation consistent with applicable international law and with applicable national and/or domestic law, regulations and standards related

to risk assessment, biosafety, biosecurity and export control of pathogens, and data protection."

States parties should adapt their national law so that they can implement their obligations. However, they may have biosecurity and export control legislation in place that prevails over conflicting legislation and subjects every transaction to time-consuming authorization processes. Moreover, they may be parties to international conventions that may limit their authority to export and share dangerous pathogens. The first example of a global instrument that comes to mind is the Biological Weapons Convention. Possible inconsistencies between the obligation to share and a barrier to that under other international agreements will probably have to be addressed in a practical manner, e.g. through the COP agreeing on special procedures and safeguards or concluding an agreement with governance of the agreements concerned, or subject sharing to a commitment by the receiving government about the proper use and protection of the material.

COULD MONEY GREASE THE WHEELS OF COMPROMISE ON PABS?

By Suerie Moon

PABS negotiations have become sticky and difficult, with major divergences between country positions. Could money help grease the wheels of compromise to reach agreement?

Article 12.5(a) of the Pandemic Agreement (PA) categorizes benefits as monetary and non-monetary. But in reality even non-monetary benefits often require money to realize – for example, capacity building, research and development (R&D) cooperation, and technology transfer. Thus far, financing has not received much airtime during the negotiations. Yet identifying sustainable, predictable financing for the PABS system has become particularly relevant after a year that witnessed cuts to development assistance for health (DAH) from nearly all major donor countries – most prominently from the US, but also Europe. Perhaps greater attention to financial arrangements could unlock progress elsewhere in the PABS talks. What might such arrangements look like?

How are other ABS systems financed?

A useful starting point is the financing of other access and benefit-sharing (ABS) systems.

One of the Pandemic Influenza Preparedness (PIP) framework's major strengths has been its predictable financing mechanism, especially compared to other parts of WHO that rely heavily on voluntary contributions. Since 2012, PIP collected a total of $355 million in "Partnership Contributions" with an impressive 97% of expected payments received, allowing for sustained and predictable financing of approximately $28 million per year (increased to $33.7 million from 2025). [1] Funds support strengthening surveillance, policy and planning, access to products (e.g. vaccines and diagnostics), community-level work, the secretariat, and a reserve fund in the event of an influenza pandemic. Contributions come from manufacturers that use the WHO Global Influenza Surveillance and Response System (GISRS), and are divided across manufacturers based on seasonal influenza product sales.

This particular feature of PIP – the existence of a stable profitable seasonal influenza market – makes it difficult to transfer to PABS more broadly, because many other pathogens of pandemic potential either occur sporadically or have not yet even been detected (i.e. Disease X). Companies may earn some revenues by selling products for government stockpiles in interpandemic times, but income levels are unlikely to rival those in emergencies when demand skyrockets. Furthermore, stockpile revenues seem unlikely to come close to the global seasonal influenza vaccine market, estimated at 9 billion USD in 2025. [2] Nevertheless, a study on potential PABS-related financing based on revenues from stockpiled products could usefully inform negotiations.

Another example of ABS financing is the International Treaty on Plant Genetic Resources for Food and Agriculture (the Plant Treaty), administered by the Food and Agriculture Organization (FAO). The treaty's Benefit-sharing Fund (BSF) has raised a total of $36.9 million from its 2009 launch to mid-2025 (~averaging 2.3 million USD/year), mainly from voluntary contributions from traditional European donor countries; a portion of profits from crop varieties developed by users of the multilateral ABS system are also contributed to the Fund, but notably these totalled only $0.8 million over the same 16-year period, just 2% of the total. [3] [4] The Plant Treaty experience suggests it is not enough merely to agree that financing should be a benefit; rather, arrangements should ideally ensure sustainable, predictable and sufficient funding levels. Efforts to boost ABS financing within the Plant Treaty are ongoing, but countries did not reach agreement at their November 2025 meeting

on how to do so.[5]

Notably, the Convention on Biological Diversity's Cali Fund, which launched in 2025 as the first multilateral benefit-sharing arrangement for digital sequencing information (DSI), calls on companies benefiting directly or indirectly from use of DSI on genetic resources to contribute a percentage of their revenues or profits to the Fund. However, such contributions are voluntary unless states decide to make them obligatory at national level; key details remain to be resolved, such that it is too early to assess how well this approach would work for PABS. [6]

How could financing work for PABS?

In light of experience from other ABS regimes, how could financing work for PABS? If a product developed by a user of the PABS system generates revenue in the future, a certain percentage of revenues or profits (i.e. in the form of royalties) could be required to be contributed to a PABS fund. Depending on the level of revenues and the percentage of royalties agreed, the amount could be small or large. Because the timing and level of sales are difficult to predict for outbreak-related products, royalties are a potential future source of financing but insufficient to get the system running at the start.

The vast majority of companies involved in R&D for pathogens of pandemic potential are small and medium enterprises (SMEs) that rely on public funding to develop products that may or may not ever be used. [7] Many have little to no sales revenue. Requiring revenue-linked financial contributions might generate very little funding, and prior to a pandemic would essentially be a transfer of public funds. Rather than linking financing to revenues, companies could be charged to access PABS Materials and/or SI, either a Netflix-style subscription model where they pay an annual fee for unlimited access, or a more targeted system with fees linked to specific Materials or types of SI. Such fees could at least partially finance the broader system, and a study modelling different approaches could be very informative. These arrangements need not preclude also requiring future royalties or other benefits, which could become significant in the event of an emergency; but charging up-front fees could generate the financing needed to make the system work in inter-pandemic times.

At least at the start, a PIP-style revenue-based contribution seems economically infeasible, and there seems no alternative to governments providing direct mandatory financial contributions to the PABS system (or indirectly through their financing of SMEs). If negotiators agree, this is a key principle that should be enshrined in the PABS Annex text rather than deferred to the COP.

While up-front financing commitments may seem politically unpalatable and difficult in the current ODA funding environment, it would be a mistake to put such costs on ODA budget lines. Rather, it is more logical (and perhaps politically easier) to categorize these as security or health security-related investments coming out of defense or general health budgets. The costs should be seen as insurance premiums – an expenditure in case of catastrophe, and one that reduces the risk of catastrophe in the first place.

If financial contributions are expected from all Parties, scaled by income and size of economy (in the same way as WHO and UN member state assessed contributions), this could help to shift the framing away from charity. Alternatively, countries above a certain threshold such as upper middle and high-income countries, could be asked to commit. In a hypothetical system running on $100 million per year, the breakdown by income group if all country groups contribute would be:

Country group	% of global GNI	Total financial contribution
World	100	$100.00 million
High income	64.7%	$64.7 million
Upper middle income	27.5%	$27.5 million
Lower middle income	7.1%	$7.1 million
Low income	0.4%	$0.4 million

This strategy of relying on early-stage government financing, mixed with expectations of future royalty-based revenues, is the approach of the High Seas Treaty (BBNJ),[8] which just entered into force in January 2026. In the first phase, states agreed to make mandatory annual contributions to a BBNJ Special Fund, with the level and allocation to be decided by the Conference of Parties (COP). [9] A second phase kicks-in after the COP agrees on modalities for monetary benefit-sharing from utilization of marine genetic resources and associated DSI. Modalities could include milestone payments, royalties from commercialized products, user fees, or other arrangements, and the COP is to take into account recommendations of an ABS committee. [10]

Building confidence in a context of trust deficits

An additional benefit of committing today to finance PABS could be building confidence in a context where trust is in short supply. Current negotiations are challenged by the practical reality that sharing of Materials and SI is likely to start before the flow of benefits (e.g. products, royalties). Yet this leaves countries uncertain as to whether they will receive benefits at all at some undefined future date. And for benefits tied to the occurrence of a pandemic emergency – the set aside of 20% of real-time production of vaccines, drugs and diagnostics for WHO to distribute – in an ideal world another pandemic emergency would never occur and such benefits would never materialize.

How, then, to build confidence that benefit-sharing will be part of PABS on an "equal footing," as agreed in the PA? A number of countries have called for legally-binding contracts (as my colleague Adam Strobeyko discusses in the section above). Up-front financing is an additional way to build confidence. As has been done for influenza, such financing could initially support capacity building and technology transfer, both a high priority for developing countries. As technology transfer is also a major point of political disagreement, putting money on the table to make such transfer a workable business proposition for technology holders could also help reach agreement on PABS rules more broadly.

Rules and financing are sometimes seen as two separate tools for governance, but they can be complementary: what may be difficult to agree in rules can be made a reality through financing, and financing can make agreement on rules easier to achieve.

The basic tenets of financing could be agreed in the PABS Annex, with further details to be agreed by the COP (as BBNJ negotiators did). Committing to financing now could provide a much-needed shot of confidence that benefits will start to flow as soon as obligations enter into force for the sharing of Material and SI. A study to estimate costs and model different financing arrangements could help to inform and advance the debate.

[9] BBNJ Article 14(5-6). "Monetary benefits from the utilization of marine genetic resources and digital sequence information on marine genetic resources of areas beyond national jurisdiction, including commercialization, shall be shared fairly and equitably, through the financial mechanism established under article 52, for the conservation and sustainable use of marine biological diversity of areas beyond national jurisdiction.
6. After the entry into force of this Agreement, developed Parties shall make annual contributions to the special fund referred to in article 52. A Party's rate of contribution shall be 50 per cent of that Party's assessed contribution to the budget adopted by the Conference of the Parties under article 47, paragraph 6 (e). Such payment shall continue until a decision is taken by the Conference of the Parties under paragraph 7 below."