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PABS Annex to the WHO Pandemic Agreement: The Fifth Meeting of the Intergovernmental Working Group in February 2026

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From 9 to 14 February 2026, the Intergovernmental Working Group (IGWG) of WHO Member States convened for its fifth official session to advance negotiations on the PABS[1] Annex to the WHO Pandemic Agreement. Pursuant to Article 12 of the Pandemic Agreement, the PABS Annex is intended to further elaborate a multilateral and legally grounded system that enables the rapid, safe and traceable sharing of pathogen materials and related sequence information, while inseparably linking such access to fair and reliable benefit-sharing. Whether such a system can prove both politically sustainable and operationally viable will depend above all on a precise definition of its scope, an enforceable contractual and institutional design, and its coherence with existing international frameworks[2].

With a view to the 79th World Health Assembly (WHA79) scheduled for May 2026, the fifth negotiation round exposed divergent views on how the Annex should be advanced within a narrowing political window. While a broad coalition of developing and emerging economies insisted on a much more precise definition of obligations, reciprocal commitments and oversight mechanisms, the European Union and other delegations advocated a more disciplined focus on those elements that remain politically achievable within the limited time available. Under this pressure, discussions repeatedly reverted to the instrument's core structural questions, in particular its scope, its legal relationship with national access and ABS regimes[3], the role of industry, and the concrete design of benefit-sharing. What may initially appear to be a setback can also be seen as an effort to secure political agreement on structural decisions regarding the Annex under increasing time pressure. To understand these divergences, it is worth considering the structural conditions under which states are conducting these negotiations.

Diverging expectations of the PABS System

The debate on the PABS system touches on fundamental questions of distribution and power. Many biodiverse countries with recurrent infectious disease burdens contribute a substantial proportion of primary pathogen samples and epidemiological data, yet often lack advanced sequencing infrastructure, manufacturing capacity and commercialisation platforms. From this vantage point, many States of the Global South argue that a future mechanism can only be sustainable if access to pathogen materials and genetic sequence information is, from the outset, linked to clearly defined and legally binding benefit-sharing obligations. Experience from previous

[1] PABS stands for Pathogen Access and Benefit-Sharing. Access and Benefit-Sharing (ABS) refer to the principle that access to genetic resources and associated data is granted only under pre-agreed conditions, and that the benefits arising from their use are shared in a fair and equitable manner with the providers.

[2] These include the Nagoya Protocol to the Convention on Biological Diversity (CBD), the WHO Pandemic Influenza Preparedness (PIP) Framework, and the International Health Regulations (IHR).

[3] National ABS regimes (Access and Benefit Sharing) are domestic regulatory frameworks through which states govern access to their genetic resources and the distribution of benefits arising from their use. They are based in particular on the Convention on Biological Diversity and the Nagoya Protocol and give concrete effect to states' sovereign rights over their biological resources.

health emergencies has, in their assessment, demonstrated that voluntary undertakings, market allocation and political assurances do not reliably secure timely and equitable access to medical countermeasures. For these States, the main concern is not whether data are available, but whether they will have reliable access to medical products during a crisis. Accordingly, they call for standardized contracts, transparent traceability of the use of data and samples, mandatory technology transfer, and the establishment of regional manufacturing capacities. The aim is to reduce structural dependencies and ensure that access to biological resources is matched by predictable benefits.

By contrast, several industrialised countries and industry stakeholders emphasize predictability, a scientifically precise definition of scope, and a streamlined administrative procedure so as not to hinder research, innovation and cross-border data flows. For surveillance, risk assessment and subsequent production to commence at all, pathogen materials and, in particular, genetic sequence information must be made available rapidly. From this perspective, access to such information constitutes the starting point of the pandemic response chain. An overburdened, overly expansive or difficult-to-operationalize regulatory framework could therefore undermine not only planning certainty and investment security but also deter those actors upon whose participation the system depends in practice. For these States, the main concern lies in delayed or restricted access to pathogen materials and sequence data, which would impede the timely development and production of countermeasures. This should not be understood as a rejection of benefit-sharing obligations, but as an insistence that they be designed in a way that does not discourage the participation of key research and manufacturing actors. Agreements with participating manufacturers should, as far as possible, be centrally coordinated by the WHO and structured in a way that limits overlapping regulation and conflicting national ABS requirements. So-called anti-stacking clauses and precisely defined terms are regarded as prerequisites for legal and investment certainty. The aim is a system that remains operational and preserves multilateral cooperation.

Despite these differences, there is agreement across negotiating blocs that a global system for the exchange of pathogen materials and sequence data is indispensable if future health crises are to be addressed effectively. All sides recognise that pandemics constitute cross-border risks that can be managed neither nationally nor bilaterally, and that early, coordinated information-sharing is a basic precondition not only for risk assessment and product development, but also for the equitable distribution of medical countermeasures. There is consensus that the system must be administered reliably under the auspices of WHO, designed in a legally coherent manner, and remain compatible with existing instruments such as the International Health Regulations and relevant ABS regimes. The shared objective remains to strengthen trust in multilateral mechanisms and to structurally advance global preparedness, even if substantial differences persist regarding the concrete design of this framework.

The February Session: One Step Forward, Two Steps Back?

During the fifth round of negotiations, standardised contracts once again came to the fore as a constitutive element of the system. In December, more than 80 States, in particular the Africa Group and other countries of the Global South, had already submitted concrete draft standard contracts[4] under which manufacturers and users would gain access to PABS materials and data only on the basis of clear, predefined contractual obligations. Representatives of numerous developing and emerging economies argue that, without an explicit contractual architecture in the Annex, no legally enforceable obligations would arise. Namibia cautioned against wording that could, in practical application, be interpreted to the detriment of more vulnerable States. India, speaking on behalf of the South-East Asia Region (SEARO), emphasised the importance of clear user obligations and reliable rules, including in the digital domain. WHO-coordinated standard contractual models are intended to ensure that access to pathogen materials and data does not depend on ad hoc negotiations in times of crisis but is from the outset linked to clearly regulated benefit-sharing conditions. This is meant to prevent individual States or companies from exploiting asymmetrical bargaining power, or

[4] The concrete draft contracts can be accessed via the following links: agreement on data access, and on the transfer of PABS materials and sequence information for laboratories and participating manufacturers.

from establishing access to information more rapidly and in a more binding manner than the corresponding benefits. Compared with previous sessions, the Africa Group appeared more unified during the fifth round and pressed for the draft contracts not merely to be consulted on but substantively negotiated in plenary.

Several industrialised countries countered that a full negotiation of such contractual frameworks would hardly be feasible by May 2026. The European Union expressed concern about the limited progress achieved thus far and advocated a stronger focus on the operational implementation of Article 12 of the Pandemic Agreement. In support of this position, Switzerland recalled the consensus reached during the 78th World Health Assembly in May 2025 and urged that it be preserved as the foundation for the Annex negotiations. In view of the closing political window of opportunity, Germany appealed for the discussions to concentrate on feasibility and areas of consensus. Industrialised countries therefore continue to favour an Annex that sets out core principles and essential parameters, while entrusting the subsequent elaboration of detailed contractual modalities to the Conference of the Parties (COP) within its implementation mandate.

Similarly, the debate on monetary contributions was reignited during the fifth round. While Article 12 of the Pandemic Agreement provides for in-kind contributions, including in particular the allocation of a share of real-time production of pandemic-related products, numerous developing countries are calling for additional financial contributions that would also apply during interpandemic periods. They point to a structural asymmetry: materials and sequence data are shared at an early stage, whereas benefit-sharing often only takes effect upon the formal declaration of a pandemic and thus remains temporally uncertain. Such interpandemic contributions are intended to close this gap, sustain the functioning of the system between crises, and strengthen trust. These demands concern not only the specific design of benefits within the PABS system but also its legal embedding. Some States with existing national ABS regimes signalled that, in the event of what they consider insufficient benefit-sharing, they would revert to their national access legislation.

In response, industrialised countries refer to the substantial scope of already agreed product access obligations and question the political feasibility of additional revenue- or profit-based levies on industry. Structurally, the PABS model depends on a sufficient number of relevant manufacturers being contractually bound and integrated into the system as "participating manufacturers." Only then can the benefit-sharing mechanisms envisaged in the Annex – in particular production shares, pricing arrangements or delivery commitments – be effectively implemented in a crisis. If participation remains limited, a situation may emerge that provider countries themselves are keen to avoid: pathogen materials and sequence data are shared, yet the promised benefits fail to materialise or do so only in insufficient measure. Moreover, the development and manufacture of vaccines against pathogens with pandemic potential involve significant financial uncertainties, as substantial upfront investments in research and production are confronted with unpredictable demand patterns and politically sensitive pricing and supply issues in times of crisis. Unlike the Pandemic Influenza Preparedness (PIP) Framework, often cited as a reference model and based on a largely stable seasonal influenza market, many other pathogens lack a comparable, continuous market basis. In this context, the International Federation of Pharmaceutical Manufacturers and Associations (IFPMA) has stated that only a clearly and narrowly defined scope of the PABS system can provide legal certainty for companies and research institutions[5].

Another contested issue remains whether PABS could qualify as a "specialised international instrument" within the meaning of Article 4(4) of the Nagoya Protocol and thereby take precedence over national ABS regimes. Clarifying this classification concerns not only legal competence but also requires the political willingness of individual States to set aside national access legislation in favour of a multilateral framework. It should also be noted that both the Pandemic Agreement itself and the accompanying resolution explicitly reaffirm the sovereign rights of states over their biological resources and leave national legislative competence unaffected. These differences of opinion continue to complicate agreement on operational details. Although the draft text submitted by the Bureau in January was expanded

[5] The IFPMA's statement can be accessed at the following link: https://www.ifpma.org/news/statement-at-the-fifth-meeting-of-the-open-ended-intergovernmental-working-group-igwg-5-on-the-who-pandemic-agreement/.

ahead of the February session and now comprises approximately 14 pages instead of the previous 7, these core issues were not resolved.

Moreover, renewed calls were made during the February session for non-exclusive licensing, technology transfer and the establishment of regional manufacturing capacities. For many States of the Global South, these elements constitute the core of credible benefit-sharing. In parallel to the demand for monetary contributions during interpandemic periods, it was argued that mere product allocation in times of crisis does not create structural resilience. In this way, lines of argument re-emerge that were already intensively and controversially debated up to the final hours of negotiations during the conclusion of the Pandemic Agreement. In particular, the specification of technology transfer was regarded as one of the central points of contention in the final phase. The compromise that was ultimately reached took the form of including the qualifier "as mutually agreed," which the Agreement explicitly defines to mean that technology transfer is to be undertaken voluntarily and on mutually agreed terms. This clarifies that the transfer of licences, know-how or manufacturing knowledge is not triggered automatically or unilaterally, but requires agreement between the actors involved.

The renewed discussion of issues that were previously considered settled was met with resistance from several delegations. France argued that the Annex should not become a venue for reopening fundamental political questions that had already been decided. Switzerland similarly advocated a balanced approach, underscoring that a multilateral outcome need not fulfil every maximal expectation in order to remain politically sustainable. Brazil warned that revisiting agreed language could erode trust, weaken the credibility of the negotiating process and delay outcomes that many consider overdue. Pragmatism, it argued, must not only be invoked but also be practised. Mexico stressed that the success of the process depends decisively on mutual trust, political will and the readiness to engage in serious and open dialogue.

After the IGWG is before the IGWG

Whether the repeatedly invoked pragmatism can be translated into concrete textual convergence will become clearer at the sixth IGWG session, scheduled for 23 to 28 March 2026. The Bureau has been requested to circulate a revised draft in advance of the meeting. In parallel, the WHO Secretariat is expected to provide technical background information and compile references concerning WHO-coordinated laboratory networks and databases recognised under PABS, including possible criteria for their formal designation.

Despite continuing differences, Member States reconvene from round to round and continue to invest considerable political energy in shaping the system's contours. The at times clearly and firmly articulated positions demonstrate an enduring interest in operationalising the PABS system. That the process is moving forward despite current geopolitical tensions attests to the institutional resilience of the multilateral framework and "demonstrates the resilience of Geneva as a centre for multilateral diplomacy."[6]

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[6] Quote from an oral intervention by Gian Luca Burci during the presentation of his joint article in the Geneva Policy Outlook; the corresponding article is available at: https://www.genevapolicyoutlook.ch/the-pandemic-agreement-adopted-but-unfinished/