



Statement by the South Centre to the Open-ended Intergovernmental Working Group on the WHO Pandemic Agreement, Eight Session (IGWG8)

14 September 2026

The Open-ended Intergovernmental Working Group on the WHO Pandemic Agreement (IGWG) informals have asked a core question. How can benefit sharing carry the same weight as access?

Article 12 establishes that the terms and conditions for access and benefit sharing shall provide legal certainty and that the mechanism for setting them out, including benefit sharing by participating manufacturers, is legally binding contracts with WHO. To act rapidly and ensure transparency and equitable treatment of all users, these must be standard contracts. They should be signed upon acceding to pathogen access and benefit sharing (PABS) materials or sequence information, because once the materials/information are processed it may be technically impracticable to identify them. The IGWG should move fast to define the contractual terms and the measures to ensure their compliance. Commitments to real-time set-asides and donations of vaccines, therapeutics and diagnostics (VTDs) to WHO, non-exclusive licensing and transfer of technology and know-how, are essential elements of the Annex for the Pandemic Agreement to fully deliver on its objectives.

The South Centre has earlier proposed that the Annex should provide for an obligation to pay a monetary benefit sharing contribution by any entity that commercializes a product or service developed using PABS materials or sequence information. The trigger would be putting a product or service on the market (research would not trigger such monetary obligation). The obligation would apply whether or not the entity is a participating manufacturer, while the burden of showing that the materials or information came from outside PABS rests on the user. Parties should give effect to that obligation under national law and through enforcement of the standard contracts. Other non-monetary benefit sharing can be required from users who do not commercialize products or services derived from PABS materials/information.

By signing standard legally binding contracts with WHO, manufacturers will get access to the materials and information they want. If the same can be obtained by other means without any subsequent commitment, there will be no reason or motivation to participate in the PABS system. The proposed “hybrid” architecture model would allow access through two routes while attaching benefit sharing obligations to only one of them, so that access would be assured for all users while benefit sharing would just become a choice for some. This will not meet the Article 12 fundamental requirement of access and benefit sharing on an equal footing.

A federated workbench model now raised in the IGWG merits consideration. The negotiations have so far framed access mainly as a Party's obligation on the transfer of materials and sequence information. A federated system offers another form of access to sequence information, in which a registered user sends a query through a common interface, the analysis runs in place, and only results return.

A PABS Annex that meaningfully advances equity in pandemic prevention, preparedness, and response must link access and benefit sharing on an equal footing and have systems that implement access and benefit sharing with legal certainty, traceability and accountability. The South Centre urges the IGWG to have focused discussions to deliver it.