Open Letter Regarding Concerns Over Bureau's Text on the Pathogen Access and Benefit Sharing System (PABS) Annex

Geneva, 8 February 2026

To:

Ambassador Tovar da Silva Nunes,
Mr. Matthew Harpur,
Ambassador Vuyile Dlamini,
Dr. Hanan Mohamed Al Kuwari,
Dr. Viroj Tangcharoensathien,
Ms. Madeleine Heyward,

Dear Members of the Bureau of the Intergovernmental Working Group (IGWG),
World Health Organization (WHO).

We, the undersigned civil society organizations, write to express our serious concerns regarding the development of the Pathogen Access and Benefit Sharing (PABS) Annex to the WHO Pandemic Agreement (PA), and in particular the text proposals put forward by the Bureau during the resumed session of the fourth meeting of the IGWG held from 20–22 January 2026 at WHO Headquarters in Geneva.

Attached is an Annex that seeks to provide clarifying information to address and dispel skepticism surrounding PABS measures and elements, which have been promoted by certain developed-country delegations and associated lobbies.

At the outset, we express serious concern regarding process and transparency. The Bureau's text proposals were neither formally circulated to relevant stakeholders nor published on the IGWG dashboard prior to, or during the resumed session. Civil society were allowed to intervene only on the final day, after Members had already begun deliberations on Bureau's proposals. This sequencing seemed aimed at foreclosing meaningful engagement and denying civil society the opportunity to raise concerns. We stress that such practice must not be repeated, inclusive and meaningful participation of civil society must be ensured.

In the absence of an officially circulated Bureau's text, we are relying on fragmented versions of the Bureau's text proposals collected informally after the resumed session to make the following comments:

First and foremost, the Bureau's text fails to reflect key elements of the December proposals supported by 80 developing countries, including standard and enforceable contracts applicable to all recipients of PABS materials and sequence

information (PMSI), user registration, and data access agreements (DAAs). Instead, the text is unbalanced, appears designed to accommodate the unjustified demands of the European Union and other developed countries.

The Bureau's draft text introduces differential treatment among recipients of PABS materials and sequence information (PMSI). Recipients of PMSI for commercial purposes including participating manufacturers are required to conclude PABS contracts. But no such requirement exists for: laboratories within the WHO Coordinated Laboratory Network (WCLN); WHO recognised sequence databases and non-commercial users such as researchers and academic institutions. For these categories, Bureau's text refers to applicable "terms and conditions", which clearly are neither legally binding nor enforceable. While it is reasonable to require different benefit-sharing obligations or terms of use, from different categories of recipients, there is no justification for requiring only commercial users to enter into PABS contracts. Such a differential treatment has no clear and rational basis.

By only requiring commercial users to comply with contractual obligations, a major legal loophole is created. In the absence of enforceable contractual obligations, laboratories, databases and non-commercial recipients will be able to exploit the system; gain access to PMSI and share PABS resources onward, with pharmaceutical manufacturers or other commercial users that have not signed PABS contracts, without any legal consequences and undermining fair and equitable benefit sharing.
Further, it is unacceptable that the Bureau's text does not even propose prohibition on onward sharing of PMSI to recipients that have not accepted the terms and conditions of the PABS system, although it is a common provision in material transfer agreements.

Another major loophole is the absence of mandatory user registration and DAAs to access PABS Sequence Information databases. In the digital age, the omission of these core elements is simply indefensible. A PABS system cannot operate effectively if there is no way to identify who has accessed sequence information, nor any express contractual agreement binding users of sequence information to PABS requirements. Neither a mere notification nor the use of unique persistent identifiers creates enforceable terms and conditions. We therefore fail to understand the Bureau's exclusion of these core components, particularly given the clear support of the majority of WHO Members for their inclusion in the text.

We are of the strong view that a PABS system with deliberately embedded loopholes, enables diversion of resources, institutionalizes unfair, extractive practices and cannot be considered trustworthy or equitable.

The Bureau draft omits essential governance elements, concerning laboratories and databases, creating serious gaps in accountability and transparency. There is very little clarity about how and which laboratories will become part of the WCLN, or how databases become WHO recognized. Given there is no mention of contracts for these entities in the Bureau's text, it is difficult to conceive laboratories and databases becoming accountable to WHO and Parties of PA and sharing information about transfer of PMSI with WHO and Parties.

Developing countries' call for a WHO managed PABS-specific sequence database has been totally sidelined upon the advice of WHO Secretariat stating the lack of the capacity and resources to manage the database, without any verifiable evidence or assessment of required resources. Given WHO's experience in managing complex, data-intensive global infrastructures, including the Berlin Hub for Pandemic Intelligence, the Secretariat's categorical reluctance to support a WHO-managed PABS specific database cannot be credibly explained by institutional incapacity. Such a reluctance can

therefore only be seen as privileging the developed countries and their institutions who currently control sequence database infrastructure.

Further we are also deeply concerned that the Bureau's text proposals dilutes commitments agreed to in Article 12 of the Pandemic Agreement. There is no firm commitment to provide annual monetary contributions, and neither is there any clarity on how such contributions will be calculated and collected. The Bureau's text suggests that each commercial user can decide what it wants to contribute, making a mockery of monetary benefit sharing.

Articles 12.7 and 12.8, speaks of "including options". Nowhere, does it say, all benefits should be presented as options for the recipient to provide as it so desires. We thus support the call by developing countries that for each category of recipients, there should be clarity on the specific mandatory benefits to be provided. Mandatory benefit sharing commitments can be supplemented with additional benefit sharing options.

We stress that Article 12.7 of PA requires benefit sharing provisions in the event of public health emergencies of international concern (PHEICs) and Article 12.8 requires benefit sharing provisions to provide access to VTDs even before a PHEIC is declared, helping to prevent health emergencies. Such provisions should be sufficiently specific and mandatory, given the stress Member States and WHO has given on preventing pandemics post Covid-19. During the INB negotiations, prevention was the most celebrated goal of the WHO Pandemic Agreement. Additional options can be provided to the recipient to supplement (not replace) the mandatory benefit sharing provisions to be provided in the event of PHEIC and outbreaks.

In our view, it would be a great disservice to equity and the objective of the Pandemic Agreement if the Bureau were to support an approach whereby benefits are presented as vague options for the consideration of the recipients. Such an approach serves to downplay benefit sharing and exacerbate inequities - an outcome that is unacceptable to civil society.

In conclusion, for a fair, transparent and accountable PABS system, the following components are absolutely crucial:

- Application of enforceable contracts to all recipients of PMSI. Such contract should be standardised and specify the terms of use of PMSI including the benefit sharing requirements;
- Access to sequence information must be subject to user registration and acceptance of DAA. Only sequence databases that agree to implement user registration and IGWG agreed DAA should be allowed to host PABS sequence information.
- There should be a firm commitment by those generating any revenue from the sharing/utilization of PMSI to provide annual monetary contributions.
- Articles 12.7 and 12.8 of the Pandemic Agreement do not justify an à-la-carte approach to benefit-sharing. For each category of recipients, the text must clearly specify specific mandatory benefit-sharing commitments, with optional benefits allowed only as a supplement—not a substitute—for those mandatory obligations.
- There must be specific mandatory benefit sharing provisions that provide set asides of VTDs for WHO stockpiles and to deal with situations of Public Health Emergencies of International Concern (PHEICs) as well as legal certainty that licenses shall be provided to developing country manufacturers to rapidly produce and expand supplies during health emergencies.

In solidarity,

Signatories

International Organizations

1. Afrihealth Optonet Association (AHOA)
2. AIDS Vaccine Advocacy Coalition (AVAC)
3. Association For Promotion of Sustainable Development
4. Community And Family Aid Foundation
5. Development Alternatives with Women for a New Era (DAWN)
6. Federación de Asociaciones de Medicus Mundi en España (FAMME)
7. Geneva Global Health Hub (G2H2)
8. International Treatment Preparedness Coalition Global (ITPC)
9. Malaysian Women's Action for Tobacco Control and Health (MyWATCH)
10. Medical IMPACT
11. People´s Health Movement (PHM)
12. Policies for Equitable Access to Health (PEAH)
13. Public Services International (PSI)
14. Social Watch
15. Society for International Development (SID)
16. Third World Network (TWN)
17. Wote Youth Development Projects CBO

Regional Organizations

18. Asia Pacific Network of People Living with HIV (APN+), *Asia Pacific*
19. Fundación Acción Positiva por la Vida, *Latin America*
20. Fundación Misión Salud, *Latin America*
21. GeneEthics, *Oceania*
22. Global Humanitarian Progress Corporation (GHP), *Latin America*
23. Health Action International Asia Pacific (HAI-AP), *Asia Pacific*
24. Proyecto sobre Organización, Desarrollo, Educación e Investigación (PODER)
25. Red Mexicana de Personas que Viven con VIH/SIDA,AC, *Central America*
26. Latin American Network for the Access to Medicines (RedLam), *Latin America*
27. Salud y Fármacos, *North America*
28. Sentro ng mga Nagkakaisa at Progresibong Manggagawa (SENTRO Labor Union), *Southeast Asia*
29. South-South Diagnostic Alliance, *Southeast Asia*

National Organizations

30. Alliance of Filipino Workers (AFW), *Philippines*

31. Asociación Santa Micaela, *Peru*
32. Association Burkinabé d'Action Communautaire ABAC/ONG, *Burkina Faso*
33. BNSK, *Bangladesh*
34. Cancer Alliance, *South Africa*
35. Centre for Community Water Resources Management and Sanitation, *Malawi*
36. CLAP, *Sri Lanka*
37. Crisis Home, *Malaysia*
38. Disability People's Forum, *Uganda*
39. Egyptian Initiative for Personal Rights (EIPR), *Egypt*
40. Familias Ame, *Peru*
41. Fundación Grupo Efecto Positivo (FGEP), *Argentina*
42. Fundación IFARMA, *Colombia*
43. Fundación Nube Positiva, *Ecuador*
44. Grupo de Amigos con VIH AC, *México*
45. Health Justice Initiative (HJI), *South Africa*
46. ICHANGE, *Côte d'Ivoire*
47. Indonesia for Global Justice (IGJ), *Indonesia*
48. Initiative for Health & Equity in Society, *India*
49. Innovarte ONG, *Chile*
50. Innovations for Development, *Uganda*
51. Initiatives for Dialogue and Empowerment through Alternative Legal Services (IDEALS), *Philippines*
52. Just Treatment, *UK*
53. Komati Mediation, *South Africa*
54. Nagorik Uddyog, *Bangladesh*
55. People's Health Movement (PHM), *Cameroon*
56. People's Health Movement, *Burundi*
57. Peoples Health Movement, *Ghana*
58. People's Health Movement, *India*
59. People's Health Movement, *Nepal*
60. Prayas Center for Health Equity, *India*
61. SAF-TESO, *Uganda*
62. Sandvik Health Empowerment Foundation, *Nigeria*
63. Social Watch, *Philippines*
64. The ICFAI University Mizoram, *India*
65. Trust Five Self Help Group, *Kenya*
66. Usha Multipurpose Cooperative Society Limited, *India*
67. Working Group on the Pandemic Agreement and IHR Reform, *Brazil*