World Health Organization

Pre-IGWG7 informals outcomes

July 6th, 2026

Introduction

The Intergovernmental Working Group (IGWG) submitted progress report to the 79th session of the World Health Assembly (WHA), and the Assembly agreed that IGWG continue with its work with the aim to conclude and present its final product of the PABS Annex to the 80th session of the World Health Assembly in 2027 or earlier in December 2026. The extension would provide the opportunity to finalize the work into a meaningful PABS Annex, which operationalise Article 12, putting equity at the centre, for member states' better prevention, prepared and response to future pandemic.

As agreed and outlined in the Report of the Resumed IGWG6, the Bureau was requested to, with the support of the Secretariat, organize informal hybrid meetings before IGWG7 meeting focusing primarily on access as well as on benefit-sharing, including contracts and core terms of reference for the WHO Coordinated Laboratory Network and possible WHO PABS-recognized sequence databases, to develop draft textual proposals for the consideration of the seventh meeting. To take this decision forward, the Bureau organised Informal Session over two weeks – a total of six full days (22-26 and 29 June as well as 3 July 2026) and France together with South Africa who cofacilitated the informals in April 2026, were joined by Mexico, Norway and Spain as cofacilitators. The informals made some progress in the discussions on access and benefit sharing which specifics outlined in Table 1 below, and could be concretised during the IGWG7 formal session.

Key outcomes

THEMES	WHERE THE DISCUSSION STANDS	QUESTIONS
1. Overall objective: equal footing	There is convergence on the need to ensure rapid access and fair/equitable benefit-sharing on equal footing.	
2. Terms and Conditions and terms of reference for WCLN Laboratories and recognized data bases	There is convergence that it would be possible to have "legally binding" T&C and ToR. There is understanding that WCLN Laboratories would include both national and reference laboratories. Need to discuss and agree on the selection criteria, (on the basis of the Secretariat's proposal). There was concern expressed by some delegation on the commercial/private connection	**Need to discuss in detail the proposal from the Secretariat** **Accountable database**
3. Shipment agreement: terms of use	There is convergence around a PABS Shipment Agreement/Notice as a contractual arrangement that should be concluded prior to the shipping outside WCLN, including the terms of use. There is understanding that the shipment agreement does not replace the PABS Agreement or Contract but it facilitates Access to material. There is divergence though on whether this shipment agreement has to include benefit sharing obligations or not. For some delegations this is a requisite sine qua non. For others, it would be possible to differentiate between the shipment agreement, that could include, depending on the delegations' preferences, either a notification of the expectation for the recipient to sign a contract or a firm commitment to sign it. The exact process to conclude such an agreement needs further discussion too.	**What lessons should be drawn from PIP, and what should be improved for PABS?** **Which core obligations must be included at shipment stage?** **Should WHO be a party or third-party beneficiary to shipping agreements?** **Is there any possible compromise accommodating the different positions regarding conditionality?**

Key outcomes

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4. Data Access /click-wrap Agreements: terms of use	There is openness to the need for users to sign Data Access Agreement and that click-wrap agreements for SI, with recognition that they could be legally binding. Disagreement remains on whether they should include only basic terms of use or also benefit-sharing commitments.	**What is the minimum substance that every user accessing PABS SI should accept?** **Can we distinguish between basic conditions for all users and stronger obligations for commercial users?** **Should WHO be a party or third-party beneficiary to data-access agreements?** **Is it possible for all databases to sign this sort of agreements or set up such click-wrap with users?**
5. User registration	User registration remains contentious. Some see it as essential for accountability, identity verification; others see it as a barrier to R&D and interoperability.	**What specific accountability functions must registration perform?** **Can those functions be achieved through less burdensome mechanisms for some users? Which ones?** **Could registration requirements differ by user type?**

Key outcomes

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6. WHO-recognized sequence databases	Broad agreement exists that WHO-recognized databases need a legal instrument with WHO, including mandatory terms and conditions and terms of reference. The question is what do we mean by WHO -recognised databases?	**Which requirements should be mandatory for all Databases that wants to be WHO-recognized databases regardless of whether they operate open access or registration-based models?** **Enforceability should be guaranteed through inclusion of Dispute settlement mechanism** **What consequences should apply when a recognized database fails to apply PABS conditions?**
7. UPIs and traceability	UPIs are widely seen as useful and important tool for traceability, but questions remain on whether they replace or complement registration. It is clear that the originating laboratory (country) should assign them, and how they are maintained through downstream use.	**What minimum metadata must follow the UPI?** **How should UPI obligations be maintained during onward transfer?**
8. PABS contracts	Convergence on the critical role of PABS contracts as the source of benefit-sharing obligations. The issue of the timing of signing - including the possibility for State Parties to require the signing to happen before any access to their PABS MSI, or a commitment to sign a PABS contract later on, or not to have such a requirement - remains open.	**Regarding specifically PABS contracts a question remains on which clauses can be standardized.** **When shall the contract be signed?**

Key outcomes

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9. Benefit-sharing obligations for different users	Delegations are exploring different standards for participating manufacturers, other commercial users, non-commercial users. There are concerns about entities self-identifying as non-commercial while generating commercial value.	**Which categories of users should be distinguished for benefit-sharing purposes?** **How should the system prevent users from avoiding obligations by self-classifying as non-commercial?** **What minimum return to the system should be expected from large research institutions?**
10. Monetary contributions and access/subscription fees	There was initial convergence around: a mandatory at the point of Access either linking to WCLN cost recovery subscription fee, revenue-based contribution of %, and or complemented with a revenue-based contribution as part of the menu of options. But some delegations want revenue-based triggers not as optional but as mandatory.	**How can we regroup the options to make sure that the revenue-based contribution – if accepted as an option -is placed in a package alongside other options of similar value?** **Differences between the access and the subscription fee.** **Percentage in case of revenue-based contribution**
11. PHEIC benefit-sharing: set asides	Delegates supported a minimum floor of real-time production during PHEICs, with flexibility because needs and capacity vary by event, product and manufacturer. There was little support for a single fixed quantity or percentage.	**Can delegations converge on a minimum floor?** **Which one?**

Key outcomes

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12. Scope of PHEIC triggers and pathogens	There is some convergence that mandatory PHEIC benefit-sharing should apply at least to PHEICs caused by pathogens within PABS scope, but disagreement on whether broader PHEICs should trigger mandatory or optional commitments. There is convergence on the need to make VTDs and relevant health products made available for PHEIC PHEIC caused by pathogens outside the PABS system especially Polio should be excluded	**Should mandatory PHEIC obligations apply only to PHEICs caused by pathogens with pandemic potential?** **Who determines whether a PHEIC pathogen falls within PABS scope: WHO DG, a list, an algorithm, COP guidance, or a combination?**
13. Incentives to sign PABS Contracts	Some delegations argued access may not be sufficient incentive where material/SI is available elsewhere; others pointed to legal certainty, R&D funding, clinical trial infrastructure and possibly public procurement-related incentives.	**Beyond access to material and SI, which incentives could entice users into signing PABS CONTRACTS?**
14. Role of WHO in enforcement and legal consequences	The Secretariat noted that "legally binding" may include legal consequences within WHO's normative framework, rather than domestic court enforceability. WHO Regulations on Study and Scientific Groups as a point of reference. Questions remain on WHO's legal standing in shipment agreements, click-wrap and database agreements.	