



## **MSF Intervention at INB7 on the Proposal for Negotiating Text of the WHO Pandemic Agreement (A/INB/7/3)**

Médecins Sans Frontières (MSF) urges member states to move beyond the health security narrative, and to uphold the right to health for all by pursuing a just, equitable, inclusive and accountable instrument for PPR.

In our view, the current proposal for negotiating text contains some positive elements, including clauses that:

- Consider transparency in licensing and technology transfer agreements, public procurement agreements, pricing and cost, and discourage confidentiality agreements (Articles 10.3(b), 13.3(f), 13.5, 13.6);
- Clarify measures that are needed at all times, including using public health flexibilities to overcome intellectual property (IP) barriers and public health safeguards in free trade and investment agreements (Article 11.2(c), 11.4 ); and
- Recognise that stockpiling should only be used to meet public health needs, and that competition for procurement of resources should be avoided [Article 13.3(d) and (g)].

However, there are several critical shortcomings requiring improvement and revisions. These include:

- Lack of explicit recognition and inclusion of persons living in humanitarian settings when defining persons in vulnerable situations, which can negatively affect priority setting for global stockpiling and equitable allocation [Articles 1(i), 12.6, 13.3(k)];
- Lack of provisions specifying the governing mechanisms of WHO SCL Network, and the roles and responsibilities of WHO, member states, and other relevant organisations when coordinating global supply, strategic stockpiling and equitable allocations [Article 13.3 (a), (d), (f)];
- Absence of reference to international medical ethics standards, frameworks and mechanisms to ensure patient protection and benefit sharing, including post-clinical trial access to the end products, in the context of research and development (R&D) (Articles 9.1,9.2,9.3, 12.4.a(ii));
- Continued reliance on encouragement, promotion or other voluntary approaches and lack of explicit obligations in
  - the majority of transparency provisions. Several key pieces of information from the World Health Assembly transparency resolution are also missing [Articles 3.7, 9.4, 10.3 (b), 11.2 (b), 13.3 (f), 13.5, 13.6];
  - attaching access conditions in all public R&D funding agreements, including funding to public-private product development partnerships (Article 9.4); and
  - transfer of technology, know-how and IP licensing, including during pandemics [Articles 9.4 (c), 10.1 (d), 11.1, 11.2 (a),(b), (d), 12.4 (c)i].
- Lack of a direct obligation for member states to prohibit industry’s practice of transferring their product liabilities to purchasers, developing countries and humanitarian agencies during emergencies [Article 15]; and
- Lack of clarity on the relationship between the definition of “pandemic” and the IHR definition of “public health emergency of international concern” [Article 1(e)], and insufficiently broad scope of “pandemic-related products” [Article 1(f)] and “WHO PABS Materials” [Articles 1(m), 12.1, 12.2, 12.3].

Our full analysis is available here: [MSF’s Comments on Equity Provisions in INB Proposal for Negotiating Text](#)