



INB 9: KEI written statement

Word limit: 500 words

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Transparency

The negotiations on a WHO pandemic agreement should be more transparent. The negotiating texts with attributed country positions should be public and the meetings should be webcast. These are reasonable expectations. The World Intellectual Property Organization (WIPO) operates in this way; it even allows stakeholders to listen to informal negotiations on texts and has demonstrated an ability to adopt treaties on topics of considerable controversy and with commercial consequences.

There is considerable paranoia and misinformation about the WHO in social media, and the unnecessary secrecy of this negotiation is not helpful. While the texts are often leaked, both industry and several well-informed civil society groups have access, and some can afford to attend the negotiations, the general public is locked out. The lack of transparency erodes confidence in the WHO in general and the pandemic agreement in particular.

In the negotiating text, KEI had hoped there would be an article or chapter on transparency, and a commitment to implement WHA72.8 on transparency, and we urge delegates to protect and enhance the several areas where transparency is currently mentioned.

Sanctions

A number of countries currently face economic and technology sanctions. It is generally recognized that such sanctions should not extend to the supply of medical products, or the financing, transport, or other services required to provide those products. We are disappointed that some WHO members in this negotiation have opposed language proposed as Article 13.1bis that would ensure that the humanitarian exceptions to sanctions are effectively implemented.

Technology transfer

There is clearly an interest among negotiators to facilitate the scale-up and decentralization of the manufacturing of pandemic-related countermeasures in an emergency, but also sharp divisions among the parties about how to address this need.

Going forward, consideration should be given to an additional type of pooling approach, one that more closely resembles some industry pools, or some pooled procurement mechanisms, and which can provide stronger incentives to share technology by limiting the benefits of the pool to parties that opt-in and meet certain obligations for membership.

One such pooling agreement could involve rights in government-funded R&D, particularly the rights to use inventions, regulatory data, know-how, and access to cell lines and other biologic resources.

In addition to the pooling of rights from public sector-funded R&D, there could be technology buyout pools, with the benefits of the buy-outs being limited to the parties paying for the buyouts.

The requirements to join any of these pools would be scaled according to the incomes and stage of development of the members, and while the benefits of the pools would be limited to the members, every state would have an opportunity to contribute and join the pool.

The proposal should be seen as a complement to other measures on technology transfer and not a substitute.